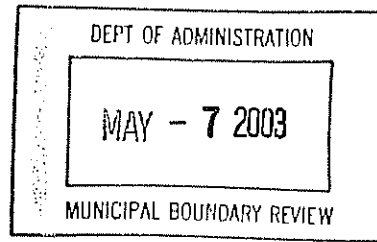


5/5/03



FINAL

**CITY OF MADISON, CITY OF FITCHBURG AND TOWN OF
MADISON COOPERATIVE PLAN**

CITY OF MADISON, CITY OF FITCHBURG AND TOWN OF MADISON COOPERATIVE PLAN

The **CITY OF MADISON** ("**Madison**"), a Wisconsin municipal corporation with offices at 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, the **CITY OF FITCHBURG** ("**Fitchburg**"), a Wisconsin municipal corporation with offices at 5520 Lacy Road, Fitchburg, Wisconsin 53711, and the **TOWN OF MADISON** ("**the Town**"), a Wisconsin municipal corporation with offices at 2120 Fish Hatchery Road, Madison, Wisconsin 53713, enter into this Cooperative Plan, (hereinafter "**Plan**"), subject to approval of the State Department of Administration, under authority of Section 66.0307, Wisconsin Statutes (the "**Statute**").

RECITALS

- A. 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.
- B. The purpose of a cooperative plan is cited in Section 66.0307(3)(b), Wisconsin Statutes, as follows:

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.

- C. 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.

The Plan between Madison, Fitchburg, and the Town is organized around all of the options above.

- D. On October 22, 2002, November 4, 2002, and November 5, 2002, Fitchburg, the Town and Madison, respectively, adopted resolutions authorizing participation in the

preparation of a cooperative plan pursuant to Sec. 66.0307, Wisconsin Statutes and approved an Intergovernmental Agreement pursuant to Sec. 66.0301, Wisconsin Statutes, to provide the basic foundation of this Plan.

- E. On November 8, 2002, Madison, Fitchburg, and the Town executed the "Intergovernmental Agreement Among the Town of Madison, the City of Madison, and the City of Fitchburg" ("Intergovernmental Agreement") under authority of Section 66.0301, Wisconsin Statutes, to provide the basic foundation for this Plan. The Intergovernmental Agreement is attached hereto as **Exhibit 1**.
- F. The Town and Madison have a long history of boundary disputes, including a dispute over whether the Town should continue to exist as a separate governmental entity.
- G. Recent developments in this history of disputes include a State budget bill proposal for Madison to annex the Town in its entirety and a petition by Fitchburg (presented at the Town's request) to annex those portions of the Town contiguous to Fitchburg. Fitchburg's petition is pending in Dane County circuit court and has been stayed pursuant to the terms of the Intergovernmental Agreement. These developments and others render the Town's long-term future uncertain.
- H. While facing the prospect of further disputes and protracted litigation, the parties have explored a boundary agreement that would determine the Town's future with certainty, put an end to disputes and litigation over Town territory, and establish a basis for future intergovernmental cooperation.
- I. The Town and the Cities desire to provide for an orderly transition of Town territory from town to city government, preserve the Town's financial integrity while it remains a town, and establish long-term rational boundaries between Fitchburg and Madison that reasonably satisfy each city's goals.
- J. To attain the objectives of the Town and the Cities, and to provide for their mutual peace and cooperation that will be beneficial to citizens in all three communities, the Town, Fitchburg, and Madison desire to enter into this Plan.
- K. The Cities and the Town have entered into said Intergovernmental Agreement for the purposes of establishing a long-term boundary, assuring orderly growth and development, and providing services efficiently to residents of all three municipalities.
- L. This Plan is intended to implement the Intergovernmental Agreement.
- M. This final Plan was developed following a joint public hearing on a proposed Plan that was noticed under Sec. 66.0307(4)(b), Wisconsin Statutes and held on March 5, 2003.
- N. It is the intention of the Cities and the Town that this Plan be a binding and enforceable contract.

THE PLAN

SECTION 1 PARTICIPATING MUNICIPALITIES

Madison, Fitchburg and the Town ("Parties") petition the State of Wisconsin Department of Administration for approval of this Plan in accordance with the requirements of the Statute.

SECTION 2 CONTACT PERSONS

This Plan shall be administered on behalf of Madison, Fitchburg, and the Town by the following persons, unless otherwise designated by the respective Common Council or Town Board: For Madison, Bradley J. Murphy, Planning Unit Director, Room LL-100, Madison Municipal Building, Madison, WI 53703, (608) 266-4635, FAX (608) 267-8739; For Fitchburg, Thomas D. Hovel, Planning and Zoning Administrator, 5520 Lacy Road, Fitchburg, WI 53711, (608) 270-4255, FAX (608) 270-4212; For the Town, D. Richard Rose, Director of Public Works, 2120 Fish Hatchery Road, Madison, WI 53713, (608) 210-7264, FAX (608) 210 7236.

SECTION 3 TERRITORY SUBJECT TO THE COOPERATIVE PLAN

The territory subject to this Plan is shown on **Map 1** and includes the following:

1. All of the Town.
2. The Genesis Parcel – Former Town land annexed by Madison in November, 2002.
3. The McCoy Road Area – Conservancy land in the Nine Springs E-Way Area in Madison.
4. The Rimrock Road Neighborhood – Fitchburg land currently receiving public water service from Madison Water Utility.
5. Seminole Highway Right of Way – those portions of the Seminole Highway right of way from the Fitchburg/Town boundary south to the Fitchburg/Madison boundary.

SECTION 4 ISSUES, PROBLEMS, OPPORTUNITIES

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

Establish Long-Term Boundaries and Eliminate Annexation Disputes. Like many urban towns located next to incorporated municipalities throughout Wisconsin, the Town has been involved in a number of annexation disputes with Madison. These annexation disputes have absorbed the Town's and Madison's fiscal resources without significant long-term public benefit. If the Town wins, landowners have routinely corrected errors within the petitions and have successfully re-petitioned to annex their lands to Madison. When the Town loses, the annexation is declared valid. Current Wisconsin annexation statutes and many decades of annexations within south Madison have resulted in the Town being fragmented into several discontinuous geographic areas and irregular peninsulas. The boundaries of the Town, Madison, and Fitchburg are not well defined by built or natural features which has resulted in service inefficiencies and challenges which can be addressed by the Plan.

The term and implementation phases within the Plan recognize and attempt to balance the competing desires of the Cities, the Town and existing Town property owners and residents. The Plan provides for the eventual dissolution of the Town after a protected period of up to 20 years, and regularizes boundaries between Fitchburg and Madison, but allows early annexations within several areas to address near-term problems and opportunities. The final boundary between Madison and Fitchburg and the interim planning provisions within the Plan will enable both municipalities to engage in more orderly land use planning and development, without wasting public resources on divisive boundary disputes.

Assure Orderly Development Within the Planning Area. The Plan provides a mechanism for joint land use decision making during the protected period. While, historically, the three communities have independently planned for the development of land within their communities, this Plan establishes extraterritorial zoning and the use of extraterritorial plat review authority by the Cities of Fitchburg and Madison in cooperation with the Town to manage land use and land development. This cooperative approach of land use decision making will help to reduce situations where developers seek timing and infrastructure concessions from one community by attempting to pit the Cities against the Town or against each other.

Provide for Revenue Sharing to the Town to Compensate the Town for the Loss of Tax Revenue from Certain lands Attached to the City. The Plan allows several Early Attachments to occur and provides a revenue sharing procedure to partially compensate the Town for lost local tax revenues.

SECTION 5 DEFINITIONS

For the purposes of this Plan:

Attachment: The formal boundary adjustment process whether by means of annexation, detachment of lands from one municipality that are attached to another, or by a state-approved cooperative boundary plan..

Beltline: That portion of U.S. Highway 12 that runs through the City of Madison and the Town of Madison and lies north of the City of Fitchburg.

Early Attachment: A boundary adjustment that takes place during the Protected Period.

Fitchburg: The City of Fitchburg, Wisconsin, a municipal corporation with offices at 5520 Lacy Road, Fitchburg, Wisconsin 53711.

Genesis Parcel: Former town land located south of the Beltline and annexed by Madison on November 12, 2002, by Substitute Ordinance No. 13193.

Intergovernmental Agreement: The "Intergovernmental Agreement Among the Town of Madison, the City of Madison and City of Fitchburg" executed on November 8, 2002, under authority of Wis. Stat. § 66.0301.

Line: The boundary between Fitchburg and Madison at the end of the Protected Period, as described in **Exhibit 2**, wherein all territory in the Town currently south of the boundary will become part of Fitchburg at the end of the protected period and all territory north of the boundary will become part of Madison.

Madison: The City of Madison, Wisconsin, a municipal corporation with offices at 210 Martin Luther King Jr. Blvd., Madison, Wisconsin 53703.

McCoy Road Area: Conservancy land in the Nine Springs E-Way area in Madison.

Parties: Madison, Fitchburg and the Town.

Plan: This Cooperative Boundary Plan, under Wis. Stat. § 66.0307.

Protected Period: The time between state-approval of this Plan under Wis. Stat. §66.0307 until 11:59 p.m., October 30, 2022, or such earlier time when the Town ceases to exist as a separate entity.

Rimrock Road Neighborhood: Land currently receiving public water service from the Madison Water Utility that is located in Fitchburg along Rimrock Road, north of McCoy Road.

Seminole Highway Right-of-Way: That eastern portion of Seminole Highway right-of-way from the Fitchburg/Town boundary south to the Fitchburg/Madison boundary.

Southdale Area: That territory of the Town located south of the Beltline, west of Rimrock Road and east of U.S. Highway 14 and designated to become part of Fitchburg at the end of the Protected Period.

State Approval: State approval of the Plan under Wis. Stat. § 66.0307, at the conclusion of any judicial appeal.

Territory: Geographical area or land.

Town: The Town of Madison, Wisconsin, a municipal corporation with offices at 2120 Fish Hatchery Road, Madison, Wisconsin 53713

Zimbrick Area: That territory of the Town located south of the Beltline and west of Fish Hatchery Road that is designated to become part of Fitchburg at the end of the Protected Period.

SECTION 6 TERM OF THE PLAN

The term of this 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 30, 2022, 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 be known as the "Protected Period." The term of the Plan is in excess of 10 years because the additional time is needed to permit the Cities of Madison and Fitchburg to assimilate the territory in an orderly and cost effective manner, to protect existing Town property owners and residents from immediate annexations against their will, and to allow the Parties, property owners, and residents to adequately protect their interests and plan for the boundary changes provided for in this Plan. Certain specified obligations, including but not limited to those in Sections 14, 15, 16, 21, 22, 23, and 24 shall continue beyond the term of the Plan.

SECTION 7 ESTABLISHMENT OF LONG-TERM BOUNDARY BETWEEN MADISON AND FITCHBURG

The original congressional Town covered approximately 36 square miles of land and water extending 6 miles north and south between County Trunk Highway K (now in the Town of Westport) and just south of the West Beltline Highway, and 6 miles east and west between Sherman Avenue and just west of Whitney Way. Most of the original Town has been annexed by Madison, or incorporated into the Village of Shorewood Hills and Village of Maple Bluff. Lands north of Lake Mendota, originally in the Town were transferred to the Town of Westport. Since the 1860s, there have been continual individual annexations of relatively small tracts of land from the Town to adjoining incorporated entities. Today, the Town comprises less than 3.9 square miles of land, including right-of-way and bodies of water. **Maps 2 and 3** show the current

boundaries of the Town in relationship to Fitchburg, Madison and other adjoining and nearby municipalities. The land acreage is spread out in nine discontinuous areas. Six of these areas contain the core territory of the Town and are located on Madison's south side adjacent to Fitchburg. Another separate Town area of approximately 25 acres lies north of downtown Madison adjacent to the Village of Maple Bluff, and two small town islands consisting of a couple of acres are located on Madison's west side off Schroeder Road.

This Plan will establish a new permanent boundary between Fitchburg and Madison and will result in the eventual dissolution of the Town at the end of the Protected Period. This future boundary is described in **Exhibit 2** and referred to herein as the "Line." **Maps 4 and 5** show the ultimate boundaries of Fitchburg and Madison following the Protected Period. Several portions of the Line are different than the final boundary in the Intergovernmental Agreement. Those portions are shown in **Map 6** and have been incorporated into the Line as shown in **Maps 4 and 5**.

As is clear from **Maps 2 and 3**, the current boundaries of the Town as they relate to Fitchburg, Madison, and other nearby municipalities are very irregular. The boundaries proposed in the Plan were agreed upon after considerable discussion, negotiation and compromise on the part of each Party. Slightly over 90% of the land in the Town ultimately will be attached to Madison and represents approximately the same percentage of Town lands that currently are bordered by lands in Madison. The ultimate boundaries will reduce several very irregular peninsulas and islands of Town land that are surrounded completely by other municipalities. These new boundaries also will reduce the confusion over jurisdictional boundaries on the south side of Madison and will make it easier to provide cost-effective and efficient services. While the resulting boundary between Fitchburg and Madison is not a straight line, it is a boundary that is much more regular than what exists currently and will address several problems and opportunities of great importance to the Cities.

Certain existing irregularities in the boundaries will not be resolved by this Plan and in fact, there are a number of economic, legal and political reasons why such other irregularities cannot be resolved. For example, in the Allied Drive-Dunn's Marsh area where it might have made sense from a planning and municipal service delivery standpoint to detach the Allied Drive peninsula from Madison and attach it to Fitchburg, some existing strategies would have been negatively affected. Madison's Tax Incremental District No. 29 includes the Allied Drive neighborhood and other nearby commercial development. The District's recent commercial development is generating revenue to be spent on project costs in the Allied Drive neighborhood, but will only work if the entire District remains in Madison. Nevertheless, the Cities are cooperating in joint planning efforts to address outstanding neighborhood issues, such as the need for more neighborhood services and facilities.

Map 7 shows how the current Town lands will be divided between the Cities of Madison and Fitchburg at the end of the Protected Period. Although the majority of Town lands will be attached to Madison, two distinct areas of the Town will be attached to Fitchburg. These are the Zimbrick Area and the Southdale Area. In addition, two areas currently in Madison that are located south of the Beltline will be detached from Madison and attached to Fitchburg. These are the Genesis Area and the McCoy Road Area. The following paragraphs describe these areas in more detail.

Zimbrick Area

These lands are located adjacent to and south of the West Beltline and west of Fish Hatchery Road. One of the predominant land uses within this area is the Zimbrick auto dealerships. At the present time there are no lands along the West Beltline that are located in Fitchburg. However, the Beltline and its intersection with Fish Hatchery Road is one of the primary gateways to Fitchburg. The attachment of this portion of the Town to Fitchburg will provide partial Beltline frontage and a key gateway opportunity to Fitchburg. Fish Hatchery Road is a major north-south corridor running through Fitchburg and Madison. The attachment of this portion of the Town to Fitchburg will allow Fitchburg to regulate and control the use of land and possible redevelopment of lands at a key Fitchburg entryway. This portion of the Town is cut off from the remainder of the Town by the West Beltline Highway. The attachment of this portion of the Town to Fitchburg will create a stronger and more unified neighborhood connection between Fitchburg and this portion of the Town.

Southdale Area

The Southdale neighborhood and adjoining commercial redevelopment areas within the Town will be attached to Fitchburg. This neighborhood is wedged between Fitchburg's Rimrock Road Neighborhood, the Beltline, Highway 14, and several Madison neighborhoods located east of Rimrock Road. The mix of uses in this area between the three jurisdictions and within the Town itself is challenging. The area lacks adequate interconnections and neighborhood cohesion, but also provides opportunity for redevelopment. The Novation project, currently under development on a Brownfield site, can serve as a long-term catalyst for the area. The Southdale residential area currently is isolated from other neighborhoods within the Town and is more closely linked with Fitchburg's existing Rimrock Road Neighborhood. If attached to Madison, this neighborhood would always be isolated from other Madison neighborhoods. Attaching this neighborhood to Fitchburg's Rimrock Road Neighborhood, which is adjacent to and immediately south of Southdale, will allow for a stronger sense of community among the Southdale and Rimrock Road Neighborhood residents. **Map 8** shows the location of neighborhoods on the south side of Madison in Madison, Fitchburg and the Town. This map shows the proximity of the Southdale Neighborhood that is proposed to be attached to Fitchburg and the Rimrock Road neighborhood currently located within Fitchburg south of the Southdale neighborhood. The Novation project has a strong relationship to Fitchburg's Nine Springs neighborhood plan and Green Tech Village plan which both emphasize high technology uses. Fitchburg, however, looks to create balanced neighborhoods, therefore the residential components in the Nine Springs Neighborhood (including the Green-Tech Village), the Rimrock Road Neighborhood, and the Southdale Neighborhood are crucial to a successful, healthy, and balanced neighborhood. Rimrock Road and US Highway 14 provide important transportation linkages from the Beltline to Fitchburg. The existing rail corridor provides possible long-term commuter rail connections as well. The attachment of these lands to Fitchburg will provide additional frontage along the Beltline for Fitchburg, which will allow the City to develop a gateway corridor from the Beltline. Fitchburg will utilize its extra territorial zoning and plat review jurisdiction by working with the Town to guide the development and redevelopment of properties along this corridor to insure that this development occurs in a planned and orderly fashion.

McCoy Road Area

Approximately 206 acres of land currently located in Madison west and south of U.S. Highway 14 will be detached from Madison and attached to Fitchburg. Thirty one of these 206 acres are owned by Madison, and the remainder is owned by Dane County. This land is a Madison peninsula bordered on three sides by Fitchburg. The land is undeveloped and is mainly, although not fully, comprised of wetland environmental corridor. Much of it is part of the Nine Springs E-Way environmental corridor. The attachment of these lands to Fitchburg will bring into one jurisdiction much of the land within the E-way west of US Highway 14. This attachment allows Fitchburg to more comprehensively plan for lands within this area by working with the Nevin Fish Hatchery, Dane County, and the State of Wisconsin relative to this critical resource. These lands also serve as an entry corridor to Fitchburg's Nine Springs neighborhood and Greenway Tech Village. The addition of this area will assist in providing clearer lines of emergency vehicle response on US Highway 14, particularly at the McCoy Road interchange.

Genesis Parcel

The Genesis parcel was annexed to Madison from the Town in November of 2002. The Plan provides for the detachment of the Genesis lands from Madison and attachment to Fitchburg at the end of the Protected Period. The attachment of this parcel to Fitchburg at the end of the Protected Period will result in elimination of a parcel of land in Madison isolated from other lands in Madison by the Beltline Highway.

SECTION 8 BOUNDARY ADJUSTMENTS AND PROCEDURE

- A. The general rule is that no attachments or annexations of Town lands prior to the end of the Protected Period ("Early Attachments") to either Madison or Fitchburg shall take place. The exceptions to the general rule are as follows:
1. Following approval of the Town Board, a written petition for attachment shall be filed with the City Clerk on City forms signed by all the owners of all the land, exclusive of Town roads abutting such land. With ten (10) days advance, written notice to the Town Clerk, Madison or Fitchburg shall, without further review and approval of the Town and without mandatory review and recommendation by a city Plan Commission or any other sub-unit of Madison or Fitchburg, adopt an ordinance by a majority of the elected members of its Common Council attaching the territory constituting the Early Attachment. The ordinance may designate a temporary or permanent zoning for each parcel as prescribed in Sec. 62.23(7)(d), Wisconsin Statutes. Following adoption of the ordinance, the City Clerk shall immediately file, record and send copies of the same, in accordance with Sec. 66.0217(9)(a), Wisconsin Statutes, as incorporated by Sec. 66.0307(10). Failure to file, record, or send shall not invalidate the Early 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, Wisconsin Statutes, and to any successor or other federal or state entitlement or revenue-sharing program.

2. The University of Wisconsin Arboretum lands currently in the Town and owned by the University of Wisconsin Board of Regents, together with certain highway right of way segments and Lake Wingra shall be attached to Madison by adoption of an ordinance by a majority of the elected members of Madison's Common Council attaching the above lands to Madison. Such ordinance shall become effective upon State approval of this Plan. This attachment shall not include the Beltline right-of-way except for that portion under the Seminole Highway Bridge, but it shall include the east half of Seminole Highway from Warwick Way south (including the Bridge) to the Town/Fitchburg boundary, the Beltline Frontage Road from Seminole Highway to Todd Drive, the west half of Fish Hatchery Road from Carver Street to West Wingra Drive, Arboretum Drive/McCaffery Drive, except for the southeastern half of Arboretum Drive/McCaffery Drive from Covall Street southwesterly to the boundary between the private lands and Arboretum lands owned by the Regents of the University of Wisconsin. This attachment will create several Town islands, and will reduce the size of the Town peninsula that is east and west of Todd Drive, and north and south of the Beltline. When the ordinance attaching the above lands becomes effective following State approval of this Plan, the City Clerk shall immediately file, record and send copies of the same, in accordance with Sec. 66.0217(9)(a), Wisconsin Statutes, as incorporated by Sec. 66.0307(10). Failure to file, record, or send shall not invalidate the Early 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, Wisconsin Statutes, and to any successor or other federal or state entitlement or revenue-sharing program.
3. The potential creation of a tax incremental district ("TID") or redevelopment district ("RD"), or both shall entitle either Madison or Fitchburg to an Early Attachment if the following conditions are met:
 - a) Madison or Fitchburg has conducted the necessary blight studies and prepared a complete TID or RD plan that includes some territory in the Town. The Early Attachment may consist of multiple parcels, which need not be contiguous, and shall include no more Town territory than is included in the prepared plan which is consistent with applicable law. Madison or Fitchburg shall proceed expeditiously with the statutory plan approval process and implementation of the TID or RD upon attachment of the Town territory
 - b) Madison or Fitchburg agrees to provide revenue sharing payments to the Town to compensate the Town for lost local tax revenues. The Town shall keep 100% of the local government share of tax revenues for the year of the Early Attachment ("base year revenue sharing amount"). Madison or Fitchburg shall pay the Town that base year revenue sharing amount

annually for nine subsequent years, but not beyond the Protected Period. Payments are due in two equal installments: the first due on February 15, and the second due on August 15. The amount and schedule of revenue sharing payments may be modified by mutual agreement.

- c) If Madison or Fitchburg and the Town do not agree on whether these conditions have been met, the affected city or the Town may submit the matter to binding arbitration. In that case, the attachment shall not occur unless and until the arbitrator determines that the conditions have been met. The arbitrator shall be directed to decide the matter expeditiously.
- d) Madison may employ an Early Attachment no more than twice, and Fitchburg no more than once, during the Protected Period.

Upon meeting the above conditions, with ten (10) days advance, written notice to the Town Clerk, Madison or Fitchburg shall, without mandatory review and recommendation by a city Plan Commission or any other sub-unit of Madison or Fitchburg, adopt an ordinance by a majority of the elected members of its Common Council attaching the territory that will comprise the TID or RD.

- B. In addition to the above Early Attachments, the McCoy Road Area, which is the 206 acres of E-Way conservancy land in the Nine Springs Area, shall be detached from Madison by an ordinance adopted by a majority of the elected members of Madison's Common Council detaching the McCoy Road Area. This ordinance shall become effective upon State approval of this Plan, adoption of an ordinance by a majority of the members of Fitchburg's Common Council attaching the McCoy Road Area to Fitchburg, and the recording of a warranty deed conveying the 31 acres in the McCoy Road Area owned by the City of Madison to the City of Fitchburg. Such deed shall contain the restriction that during the Protected Period, the land be used only for conservancy purposes; governmental purposes, such as a fire station; or for use by a non-profit entity for the benefit of the whole community.
- C. If there are any such Early Attachments, lands north of the Line may be attached only to Madison and lands south of the Line may be attached only to Fitchburg. Early Attachments need not be contiguous to the attaching City; contiguity will be established when the final boundary changes go into effect at the end of the Protected Period.
- D. Territory may be attached to Madison or Fitchburg under this Plan irrespective of the size, shape, or contiguity of the territory covered by the petition, subject to the limitations for TIDs and RDs. Such Early Attachments may create town islands. Such Early Attachments may be made contiguous by the inclusion of road right-of-way. Madison and Fitchburg may reject any petition to attach territory that is not configured or located in a manner that will enable the city to provide adequate and timely service. Madison and Fitchburg are authorized to confer with landowners interested in attachment to recommend the size, shape and contiguity of the territory to be covered by the petition.
- E. Final attachment of territory remaining in the Town at the end of the Protected Period shall be effective upon the ending of the Protected Period, pursuant to ordinances adopted

by the majority of the elected members of the Cities' Common Councils attaching the remaining lands to either Madison or Fitchburg, as set forth in this Plan.

- F. The Town shall not oppose any attachments permitted by this Plan or provide support, financial or otherwise, to those who do.

SECTION 9 CURRENT LAND USE AND PHYSICAL DEVELOPMENT OF THE TERRITORY

The Town is generally located on the south side of Madison metropolitan area. The core of the Town is located approximately 3 miles south of downtown Madison. The Town stretches along the northern and southern sides of U.S. Highway 12/18 (the West Beltline Highway). This section of the Plan describes existing land uses within the Town, the socio-economic characteristics of the population, and other aspects of the physical development of the area.

Existing Land Use and Physical Development Summary

The Town consists of a mix of diverse residential neighborhoods comprised of single-family, owner-occupied housing, duplex units, and affordable mobile homes and apartments. The Town has a variety of commercial service, retail and industrial businesses located primarily along the major arterial thoroughfares serving the Town, including Rimrock Road, Park Street, Fish Hatchery Road and the West Beltline Highway. The University of Wisconsin's Arboretum and the Dane County Veterans Memorial Coliseum/Alliant Energy Center are the two largest land holdings in the Town.

Exhibit 3 provides a summary of land uses in the Town in 2000. The Town contains approximately 2,431 acres, of which approximately 44%, or 1,072 acres are developed. The remaining acreage, represented primarily by the University of Wisconsin Arboretum and Lake Wingra, consists of woodlands, open lands, water and agricultural or undeveloped lands. It is estimated that there are approximately 35 acres of vacant developable land remaining in the Town. **Map 9** shows existing land uses within the Town and in adjoining areas in Madison and Fitchburg.

Of the 1,072 acres of developed land, approximately one-third are developed with residential land uses, approximately one-half of which is single-family housing. The next largest land use category is transportation facilities, including street rights-of-way and railroad rights-of-way which account for 27% of all developed lands within the township. Commercial retail uses and service uses comprise 15% of the developed lands, while institutional and governmental uses, most notably the Alliant Energy Center, comprise another 15% of developed lands.

Most of the lands within the Town are located adjacent to the Beltline stretching from Seminole Highway on the west to Nob Hill on the east and from Lake Wingra on the north to Fitchburg city limits on the south. The most significant land uses in the Town are the University of Wisconsin Arboretum and the Dane County Veterans Memorial Coliseum and Alliant Energy Center. These two properties comprise over 50% of all lands in the Town. Commercial development spreads out along both sides of the Beltline and South Park Street, and to a more limited extent, along Fish Hatchery Road and Rimrock Road. Residential development is located

primarily in the Arbor Hills neighborhood, Arboretum neighborhood (Lake Forest/Forest Park), Oakridge neighborhood, Southdale neighborhood, and the Moorland/Rimrock neighborhood.

Physical Development of the Area

The Town has its Town Hall along with its maintenance garage, and police and fire stations at 2120 Fish Hatchery Road. The Town owns and operates the Mayflower Wastewater Lift Station at 802 Badger Road, the Badger Wastewater Lift Station at the intersection of Badger Lane and Nob Hill Road and a Wastewater Lift Station at Dickson Place. The Town has interest in two bridges: Bridge B360 spans Wingra Creek at the east entrance to the University Arboretum. Bridge B306 spans the railroad right of way on West Badger Road. Madison has jurisdiction over the south half of Bridge 306. The Town does not maintain viaducts, parking areas, underpasses/tunnels. Parks maintained by the Town within the area encompassed by the cooperative plan include the Harvey Schmidt Park, Fraust Park, Heifetz Park, and the Southdale Park, the latter three of which have shelters.

The sanitary sewers of the Town are connected with those of Madison in some locations. In some instances, wastewater will flow into a Madison sewer, then to a Town sewer and then back to a Madison sewer. The Lake Forest Water Cooperative is a water system serving the residents of the Martin/Carver Street neighborhood west of Fish Hatchery Road.

The Wisconsin and Southern Railway Company operates and maintains two railroad right-of-ways in or adjacent to the Town. Madison Metro Transit Utility provides bus service in the Town. There are no designated historic districts in the Town.

Socio-Economic Characteristics of the Town

Based on the 2000 Decennial Census, 7,005 people reside in the Town. **Exhibits 4 and 5** provide summaries of the demographic characteristics of the Town, Madison, and Fitchburg. Many of the households and families living in the Town are classified as low to moderate income. The average household income in 1999 (provided by the 2000 Census) was \$29,766, compared to an average household income in Fitchburg of \$50,433 and in Madison of \$41,941. According to the 2000 Census, rental housing accounts for 76% of the total occupied dwelling units in the Town. The minority population within the Town is 3,126, which is 44.6% of the total population. The minority population in Fitchburg and Madison account for 20% and 18% of the total populations, respectively. The population of the Town is relatively young in comparison to Fitchburg and Madison. Forty-eight percent of the Town population is between 18-34 years of age, compared to 32% and 39% in Fitchburg and Madison, respectively. School aged children account for approximately 18% of the population compared to 23% in Fitchburg and 17% in Madison.

Exhibit 4 also summarizes the changes that would occur in the composition of the population of each community based on 2000 census data. Of the 7,005 people residing in the Town, 5,557 would become part of Madison compared to 1,448 who would become residents of Fitchburg.

Of the total occupied housing units within the Town, 66% of the housing units that would become part of Madison are renter occupied, while 83% of the units that would be attached to Fitchburg are renter occupied. Twenty two hundred of the 3,126 minority residents in the Town would come into Madison, and 926 would become Fitchburg residents. The average household annual income in the areas that would be attached to Madison is estimated at \$30,000, while the

average household annual income in the areas to be attached to Fitchburg is estimated at \$22,500.

Land Values

The proposed boundary changes will affect 1,513 individual parcels of land, not including street rights-of-way. Of the total parcels, 93% will be attached to Madison and 7% will be attached to Fitchburg. **Exhibit 6** shows the assessed values of lands in the Town. The parcels to be attached to Madison have a 2002 assessed value of \$214.6 million, which is 87% of the total assessed valuation of the Town. The assessed value of parcels to be attached to Fitchburg is \$31.8 million. Lands being detached from Madison and attached to Fitchburg total 206 acres. All are under public ownership and therefore have no assessed value.

Existing Development Plans

Madison, the Town and Fitchburg have each prepared a number of plans which will provide guidance on the use and development of properties covered by the Plan. In addition, each community is embarking on a process to prepare a comprehensive plan under the State of Wisconsin's Comprehensive Planning (Smart Growth) legislation. The Town will be working cooperatively with Madison and Fitchburg on the preparation of comprehensive plans for each community. In the interim, the existing plans adopted by Fitchburg, Madison and the Town will remain in place. The following section provides a summary of the plans currently in place for the area affected by this Plan.

A. Town Plans.

Plans prepared by the Town which will guide land use decision-making and physical improvement projects within the Town include the following.

1. The Town Community Development Plan prepared in 1994 identifies goals and policies for residential development, retail and other commercial development, parks, open space and environmental protection, urban service areas and transportation. The plan also provides a development strategy.
2. In 2001, the Town developed a Neighborhood Revitalization Strategy Area Plan (NRSA) which produced a strategy and plan for neighborhood revitalization within census tracts 14.01 and 15.02. The plan describes assets and opportunities within the two census tracts which when combined comprise over 60% of the population within the Town. The plan assesses needs within the areas of economic development, housing, infrastructure improvements and social programs. It identifies community planning goals and objectives and finally sets forth an action plan for the Southdale neighborhood, Nygard neighborhood and Novation technology campus. The objectives for the plan include the following:
 - a. Provide a safe and diverse community for people to live and work.
 - b. Increase homeownership opportunities in the Town.
 - c. Provide increased services to youth in the Town.
 - d. Establish cooperative planning with surrounding communities.
 - e. Provide opportunities for job creation.

- f. Establish empowerment tools to assist people in obtaining work.
- g. Increase the tax base of the Town.
- 3. In 2002, the Town prepared a Site Redevelopment Strategy and Concept Plan to guide the redevelopment of several priority sites in the Town. This study analyzed and provides specific recommendations for the redevelopment of eight sites within the Town. The study evaluates opportunities within most of the areas which are likely to see development or redevelopment in the near term. The implementation strategy offers recommendations for catalytic projects that will stimulate investment and bring new energy to the area.
- 4. In 2002, the Town successfully competed for and was awarded an Economic Development Administration Grant for \$1.5 Million to assist in making infrastructure improvements south of the Beltline between Rimrock Road and US Highway 14. These improvements focus primarily on improving transportation linkages and access to support redevelopment within this area.
- 5. In 1999, the Town adopted a Comprehensive Outdoor Recreation Plan that identifies existing and proposed park and recreation resources.
- 6. The Town Report on Land Use, 1978 analyses existing land use and makes recommendations.

B. Madison Plans

Madison has prepared a number of citywide master plan elements that cover the Plan territory. These include Madison's Peripheral Area Development Plan, the Parks and Open Space Plan, the Pedestrian Plan, the Bicycle Plan, the Climate Protection Plan, and the Land Use Plan.

Madison is also working on several planning initiatives in South Madison that will provide additional, more specific recommendations for lands within the area. These planning initiatives are highlighted in **Exhibit 7**, titled "South Madison Planning Activities", and are summarized as follows:

- 1. In 2002, Madison completed a study which identifies improvement opportunities for the Park Street corridor north of the Beltline entitled "Park Street Revitalization: Possibilities to Reality."
- 2. In April of 2002, Madison identified a series of capital improvement projects along Park Street to provide guidance for the City's Capital Improvement Program and capital budgeting process.
- 3. In the summer of 2002, Madison completed a master plan for Penn Park.
- 4. In 2003, Madison will complete a planning process which began in 2002 to prepare a midrange South Madison Neighborhood Plan focusing on Census Tracts 13 and 14.01.
- 5. In 2003, Madison will complete a set of Urban Design Guidelines for the Park Street Corridor from Lake Mendota to the Beltline including specific guidelines for key development and redevelopment properties.
- 6. In 2003, Madison will complete a better urban infill development(BUILD) project focusing on the intersection of South Park Street and West Wingra Drive. It will

include detailed concept plans, market and financial feasibility studies to guide the possible redevelopment of this area.

7. In 2003, Madison will undertake a study of the Badger Road, Anne Street and Park Street area to identify redevelopment and revitalization areas and to develop a strategy to implement specific recommendations. A similar process will be undertaken for the Todd Drive frontage road and its intersection with the Beltline.

C. Fitchburg Plans

1. In 1998, Fitchburg prepared the Nine Springs Neighborhood Development Plan for the area extending from the Nine Springs Creek south to Lacy Road.
2. Fitchburg prepared their General Land Use Plan in 1995.
3. In 2003, Fitchburg adopted the Nine Springs Green-Tech Village Plan.

D. Regional Plans

In addition to the plans prepared and adopted by Fitchburg, the Town, and Madison, several plans prepared by the Dane County Regional Planning Commission and Madison Area Metropolitan Planning Organization cover the Town. These are described as follows.

1. In 1997, the Dane County Regional Planning Commission completed the Dane County Land Use and Transportation Plan (Vision 2020).
2. In 2000, Madison Area Metropolitan Planning Organization (MPO) completed a Bicycle Transportation Plan for Madison Urban Area and Dane County.
3. In 1999 the Dane County Regional Planning Commission completed work on the Transit Development Program for Madison Urbanized Area which outlines near term (five year) recommendations for the transit system. The TDP is updated every five years.
4. Every year Madison Area MPO prepares a 5 year Transportation Improvements Program which contains recommended transportation improvements in the Metropolitan area.

Redevelopment Focus

As evident from the foregoing listing of current Madison planning activities for the south Madison area, which includes the core of the Town territory, redevelopment and revitalization is a principal focus. The vast majority of south Madison is already developed with urban uses. However, there are several areas that are blighted and have a number of underutilized properties. In the past, the irregular boundaries and City/Town jurisdictional patchwork, together with the dissimilar development and redevelopment tools of towns and cities, have frustrated comprehensive planning and revitalization efforts in the area. As a result, the south Madison area has suffered economically and socially and is in need of more planning and development attention to catch up to other, more vibrant and vital metropolitan areas.

The Town and Cities believe that the eventual attachment of Town lands to the Cities will allow the Cities to more easily and thoroughly prepare land use plans, neighborhood development plans, tax incremental and redevelopment district project plans, and corridor plans. The Cities,

especially Madison, have a more complete arsenal of tools to promote and direct development and redevelopment efforts than the Town. Attachment of Town lands to the Cities will enable the Cities to implement their respective adopted plans to comprehensively address the problems facing this area and to take full advantage of the opportunities which exist. Although Madison already included lands located within the Town in its land use planning efforts, the lack of jurisdiction often frustrated implementation of resulting plans, unless annexation of key parcels occurred.

Several general areas have been identified within the Town where focused revitalization and redevelopment strategies will be implemented. These include the area south of the Beltline between Rimrock Road and U.S. Highway 14; the Park Street gateway corridor, located generally north of the Beltline and along Badger Road and Ann Street; and the Todd Drive interchange area. Fitchburg and the Town will be pursuing the implementation of recommendations from the Town's Site Redevelopment Strategy and Concept Plan and the Neighborhood Revitalization Strategy Area Plan for the area south of the Beltline between Rimrock road and U.S. Highway 14. Madison and the Town will be working cooperatively to implement recommendations from these plans as well as other current Madison planning initiatives in the other focus areas, outlined in **Exhibit 7**. In particular, the Plan anticipates additional, more detailed work by Madison to identify redevelopment and revitalization strategies for the Park Street, Badger Road and Ann Street area, as well as the Todd Drive and Beltline area. Madison anticipates establishing TIDs or RDs in these two areas. Within each area, revitalization strategies will focus on the elimination of blight, the redevelopment of underutilized properties, infrastructure and streetscape improvements, selected infill development, renovation of housing stock, and improved pedestrian and vehicular circulation.

This Plan allows two recent annexations of the Mortenson and Genesis commercial properties to be implemented and developed in Madison without legal challenge. Once approved by the Department of Administration, the Plan will also allow the early annexation/attachment to Madison of the Arboretum lands in the Town owned by the UW Regents. The Arboretum is and will remain permanent open space--an outdoor educational facility of the University. Other early attachments from the Town to the Cities would be tied to the creation of redevelopment or tax incremental districts--two by Madison and one by Fitchburg. Thus, redevelopment and revitalization of such areas including Town lands to be designated by the Cities may also be implemented in and by the Cities without legal challenge. Finally, at the conclusion of the Protected Period, the Town will be dissolved and all remaining Town lands will be attached to the respective City on either side of the Line.

SECTION 10

RELATIONSHIP OF THE COOPERATIVE PLAN TO NON-PARTICIPATING ENTITIES

Map 3 shows all of the municipalities within Dane County and their relationship to the territory included in the Plan. There are 61 municipalities shown on the map. The territory included in the Plan is in or adjacent to Fitchburg and Madison, and adjacent to the Village of Maple Bluff and is included in Madison Metropolitan Sewerage District and Madison Metropolitan School District.

Wisconsin Statutes Section 66.0307 requires that any boundary maintained or changed under the Plan must be reasonably compatible with the characteristics of the surrounding community. In preparing the Plan, Madison, Fitchburg and the Town have taken into consideration the location of services that must be provided to the areas being transferred to Fitchburg and Madison, the transportation infrastructure and services needed to serve these areas, including Madison Metro transit service, the fiscal capacity of the three communities to provide the services needed, the existing and ultimate political boundaries, the current boundaries of school districts, and shopping and social customs. For the purposes of this section, the "surrounding community" includes a 5 mile radius outside of the boundaries of the area included in the agreement.

The proposed Plan will result in the eventual dissolution of the Town and the attachment of its lands to either Madison or Fitchburg. The boundaries of Madison, on its south side, and Fitchburg, on its north side, will become more regular as a result of the implementation of the cooperative plan. Taking into consideration the transportation infrastructure, sewer, water and stormwater drainage facilities serving the areas covered by the plan, it is important to understand that much of the existing infrastructure and utility services serving this area are shared among the three communities. The sanitary sewer, stormwater management and transportation infrastructure, and to a lesser extent water service are all inter-connected within this area. Madison Metropolitan School District serves the entire area included in the Plan. Town residents attend several schools in the area but there are no public schools in the Town. No changes in the provision of school services are anticipated as a result of the implementation of the Plan. The area covered by the Plan is considered part of the greater south Madison metropolitan area. Residents within the area covered by the Plan, as well as those in neighborhoods in Madison and Fitchburg adjacent to the area covered by the Plan utilize the retail, recreation, social and religious services located within the south Madison metropolitan area regardless of jurisdiction and boundaries.

While the Town provides municipal services to its residents, the residents rely on commercial, personal service, and other business services provided by adjacent communities to meet many of their daily employment, health care, school, recreation and shopping needs. The provision of services by local units of government, however, is fragmented and made more difficult by the confusing boundaries and overlapping jurisdictions. The implementation of the Plan should improve the ability of local units of government to serve residents in the area covered by the Plan.

One of the incentives for Fitchburg, Madison, and the Town to prepare a Plan was the recognition of overlap and duplication in some services provided by each community in the area covered by the Plan. The Parties are interested in providing cost effective services to the areas that each serves and minimizing inefficiencies to the extent possible. The result of current boundaries between Madison, Fitchburg, and the Town has been some inefficiencies and service delivery problems, including street maintenance and improvements, social services, police and fire protection, street sweeping, snow plowing, provision of recreational facilities and services, business improvement services, and housing assistance. For example, on certain arterial streets in the Town there are two or three police departments covering the same street segments because of fragmented boundaries.

SECTION 11 SERVICES

A. Water

Approximately 90% of the developed parcels in the Town currently are connected to Madison municipal water. At the end of the Protected Period, these Town parcels will remain retail customers of Madison Water Utility, which includes all properties that are currently located in the Town and become part of Fitchburg until Fitchburg, at its option, decides to connect any or all customers located within Fitchburg's jurisdiction, directly to Fitchburg's Utility District. During the Protected Period, Madison, Fitchburg and the Town will cooperate to determine the most efficient means for extension of service to new customers.

Town residential parcels not currently customers of the Madison Water Utility are located in the areas known as Lake Forest and Forest Park adjacent to the University of Wisconsin Arboretum and in the areas of the Town west of Fish Hatchery near the Town Hall. Many of the residential properties are part of the Lake Forest Water Cooperative ("cooperative") and receive water from two wells on the Cooperative property. Others in the Forest Park area have individual private wells. Before the end of the Protected Period, the service to the members of the Cooperative may, at the owners' request, be provided by Madison Water Utility. The cost of the upgrade shall be assessable to the benefited properties and the Town hereby approves the imposition of all such special assessments and charges against Town parcels benefited by Madison Water Utility pursuant to Sec. 66.0707, Wisconsin Statutes. If individual property owners desire Madison water service before the end of the Protected Period, the Madison Water Utility shall provide such service, provided the Town approves the imposition of all such special assessments and charges against Town parcels benefited by Madison Water Utility pursuant to Sec. 66.0707, Wisconsin Statutes.

Madison Water Utility will continue to provide water, on a wholesale basis, to the Rimrock Road Neighborhood located in Fitchburg as set forth in the Amendment to "An Agreement Between Madison and Fitchburg to provide Temporary Public Water Service to the Rimrock Road Neighborhood", which was executed on November 8, 2002. Upon State approval of this Plan, Madison Ordinance No. 11,291 shall be void. Madison also amended Madison General Ordinance Section 13.16 to include the Rimrock Road Neighborhood in Madison municipal water service area, effective upon State approval of this Plan.

B. Sanitary Sewer

Town parcels are primarily served by facilities that are part of the Oakridge Sanitary Sewer District, with a few parcels served by the Madison Sewer Utility, or some combination of the two. At the end of the Protected Period, all Oakridge Sanitary Sewer District customers likely will become customers of the Madison Sewer Utility, including any parcels in Fitchburg that are also customers of the Oakridge Sanitary Sewer District. Specifically, all properties that become part of Fitchburg will continue to be served by Madison Sewer Utility on a retail basis until Fitchburg, at its option, decides to connect any or all customers directly to Fitchburg's Utility District.

During the Protected Period, Madison, Fitchburg, and the Town agree to explore ways to make the operation and administration of two separate sewer providers more efficient and economical. They will cooperate to determine the most efficient means for extension of service to new customers. During the Protected Period, Town residents in the Forest Park area who have septic systems may hook up to either the Oakridge Sanitary District or Madison Sewer Utility. The cost of providing the connection, including connection charges to downstream facilities and the wastewater treatment plant shall be assessed to the benefited properties. The Town hereby approves the imposition of all special assessments and charges against Town parcels benefited by the Madison Sewer Utility extensions pursuant to Sec. 66.0707, Wisconsin Statutes.

C. Stormwater

Madison and the Town agree to continue their current cost participation policy for improvements, such as pipes or detention ponds, that drain areas in both municipalities. This policy will be based on cost sharing determined by the percentage of the relevant drainage basin in each municipality unless another method of cost sharing is agreed upon. Maintenance of existing facilities shall be determined by agreement of the parties. At the end of the Protected Period, all properties that will become part of Madison will be served by Madison Stormwater Utility and subject to Madison stormwater ordinance. Should the Town wish to set up its own stormwater utility during the Protected Period, Madison and Fitchburg will assist in setting up a program.

D. Streets

Madison, Fitchburg, and the Town agree to continue working together on road improvements in those areas where their jurisdictions abut. The current policy is to split the costs based on street frontage or some other mutually agreed upon method by the affected municipalities. Specific areas that may be improved under this policy during the Protected Plan period include Hughes Place. In addition, the Parties may work with the Wisconsin Department of Transportation on the improvement of the major interchanges at Todd Drive and the Beltline, Fish Hatchery and the Beltline, and Park Street and the Beltline.

E. Transit

During the Protected Period, the Town and Cities agree to continue equitable financial support for transit services provided by Madison Metro(politan) Transit System, as are provided on November 8, 2002, or for such altered services as are approved by the parties during the Protected Period. "Equitable" shall mean according to the formula for distribution of revenues and expenses incorporated in existing Transit Service Agreements among the parties, as may be amended from time-to-time by mutual consent of the parties during the Protected Period.

F. Health

The Town and Fitchburg currently are served by the Dane County Health Department. Dane County and Madison are currently in discussions regarding a merging of their Health Departments. Resolutions to move forward recently have been adopted by the County Board and Madison Common Council. At this time, there are some significant differences in the resolutions

regarding the details of the merger, all of which will have to be addressed before any final action is taken. It is the desire of both governmental entities to have a joint Health Department functioning by January, 2004.

G. Cable Television

The Town currently is party to a Franchise Agreement with Charter Cable Partners, L.L.C., d/b/a/ Charter Communications. The Franchise Agreement expires on October 30, 2013. At any time during the Protected Period that a new or amended Franchise Agreement is negotiated between the Town and Charter Communications or any other cable television provider, such Franchise Agreement shall include a provision that at the end of the Protected Period, the Franchise Agreement shall terminate. Customers being served by such Franchise Agreement shall be covered by any Franchise Agreements in existence in the City in which those customers now reside.

H. Police, Fire, and Emergency Services

The Town and Cities each have full-time police departments. Madison has full-time, paid fire and emergency medical services, and Fitchburg and the Town have a combination of some paid and volunteer fire departments. The Town has its own full-time and one back-up ambulance staffed with paid paramedics and volunteers. Fitchburg participates with the City and Town of Verona (Fitchrona EMS) which provides one full-time and one twelve-hour (7a.m.-7p.m.) ambulance also staffed with paid paramedics and volunteers. Upon early attachment or at the conclusion of the Protected Period, the Town lands will be fully served by the respective City on either side of the Line.

The Plan provides that McCoy Road and US Highway 14 right-of-way south of the West Beltline Highway ramps will be detached from Madison and attached to Fitchburg. The Plan also modifies the Intergovernmental Agreement to slightly alter the eventual Madison-Fitchburg boundary rights-of-way to clarify jurisdiction for purposes of emergency response of police, fire and emergency medical services. First, upon the approval of the Plan by the State Department of Administration, the eastern portion of Seminole Highway from the Town of Madison line south to the Madison-Fitchburg boundary just south of Clover Court will be detached from Fitchburg and attached to Madison. Second, upon the conclusion of the Protected Period, all West Beltline Highway right-of-way and ramps that are currently in the Town will be attached to Madison.

The recent increase in the use of cellular phones, especially in the reporting of traffic accidents and problems, has highlighted problems in identifying precise locations of such incidents for the purpose of dispatching emergency response from the appropriate jurisdiction. The Plan provides that at the end of the Protected Period, the current Madison-Town patchwork of Beltline jurisdiction from Seminole Highway to John Nolen Drive will end, and all of the Beltline between the City of Middleton on the far west side to the City of Monona on the southeast side will be in Madison. Madison is well-suited to provide such emergency services from its South Police District and Fire Station No. 6 locations on West Badger Road near Park Street and the Beltline.

The Plan also provides a framework for other potential initiatives to cooperate in the provision and transition of emergency services prior to the end of the Protected Period. The Parties agree that the public interest, service efficiencies, and equitable distribution of costs should be principal goals in exploring the service delivery alternatives.

Madison is currently negotiating with Dane County on the subjects of Medical Priority Dispatch, Mutual Aid and Advanced Life Support Intercepts. The Town and Fitchburg are represented by Dane County in these negotiations. Mutual Aid is a form of assistance communities provide to each other when a need for additional vehicles or personnel becomes necessary. This can occur when a municipality's vehicles are committed to another emergency event or when an emergency incident is so large there is a need for additional assistance. There is no charge to any municipality for mutual aid service.

Advanced Life Support Intercept (ALS) is a service the Madison Fire Department has provided to the County for the past two decades. County ambulance crews (EMTs) who feel that a patient's condition is serious enough to warrant paramedic assistance ask the 911 Center to send the closest Madison Fire Department ambulance. The County has been charged for the ALS intercept service since its initiation, with the most recent annual cost at \$78,000.

Emergency Medical Dispatch or EMD is a system whereby the most appropriate emergency medical providers are sent to the medical emergency based on the information received by the 911 Center. If a community served by basic life support EMTs is in need of an advanced life support paramedic service, the nearest available paramedic ambulance will be dispatched from a community that has agreed to the EMD program.

EMD will change the current definition of Mutual Aid since municipalities with paramedic services occasionally could find themselves without appropriate care because their paramedic ambulance has been sent into another municipality. EMD will create a tiered system that will precipitate "forced mutual aid" from adjoining communities to cover other communities whose paramedics have responded to other communities.

I. Other Services

Madison and Fitchburg are full service municipalities. At the end of the Protected Period, the cities will continue to provide services to the former Town residents and property owners at the same level as all other areas within their respective communities.

SECTION 12 TOWN GOVERNMENT DURING THE PROTECTED PERIOD

Except as otherwise mutually agreed, the Town retains full and independent governmental authority throughout the Protected Period. The Town shall exercise that 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 Cities at the end of the Protected Period.

Extraterritorial Zoning shall be established within the Town as provided in Sec. 62.23(7a), Wisconsin Statutes. Two separate joint extraterritorial zoning committees shall be established pursuant to Sec. 62.23(7a)(c), one for the area north of the Line, which shall be made up of Town and Madison members and one for the area south of the Line, which shall be made up of Town and Fitchburg members. Madison and Fitchburg shall each adopt, administer, and enforce an interim zoning ordinance for that area in each city's specified extraterritorial zoning jurisdiction that will freeze existing zoning. Pursuant to Sec. 62.23(7a)(c), the Plan Commissions of Madison and Fitchburg, along with the above extraterritorial zoning committees shall prepare comprehensive zoning ordinances that will succeed the above interim zoning ordinances. The Extraterritorial Zoning shall take effect as soon as possible upon State approval of this Plan.

During the Protected Period, land division authority shall be exercised jointly by the Town and the Cities through their extraterritorial plat approval jurisdiction. This process is the same as currently exists for land divisions in Madison's or Fitchburg's extraterritorial plat approval jurisdictions. Madison's extraterritorial plat approval jurisdiction shall be restricted to the Town territory north of the Line and Fitchburg's extraterritorial plat approval jurisdiction shall be restricted to the Town territory south of the Line.

SECTION 13 PUBLIC IMPROVEMENTS

The Town and the Cities agree that in levying special assessments for public improvements caused by a new development or redevelopment, they may credit benefited properties for special assessments previously levied against such properties for improvement components of the same type.

The Town and the Cities agree that for any street lying partly in two or three of their jurisdictions, or for any street that under the Plan shall eventually be within another jurisdiction, they shall not rename such street if the renaming is opposed in writing by three-fourths or more of the owners of property abutting on the street segment proposed for renaming.

SECTION 14 JOB CONTINUITY FOR TOWN EMPLOYEES

The Town and the Cities shall cooperate to provide job security and job continuity for Town employees. In the absence of some other mutual agreement, Town employees shall have job security in the form of a severance benefit. Any person who is a Town employee at the end of the Protected Period, and who is not offered suitable employment by either of the Cities on terms at least equivalent to those provided by the Town job, shall be entitled to a lump sum severance payment according to the following schedule:

Duration of Town Employment	Amount of Severance Payment
Less than 6 months	none
More than 6 months, less than 5 years	3 months' pay
More than 5 years, less than 10 years	6 months' pay
More than 10 years, less than 15 years	9 months' pay
15 years or more	1 year's pay

The amount of pay for the above purpose shall not exceed the level of pay for comparable positions in either City.

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

This severance benefit is the joint obligation of both Cities, and shall be paid by one or both Cities, not the Town. The Cities may share the cost between them as they mutually agree. Such cost sharing shall be taken into account in the division of assets and liabilities under Section 15 below.

SECTION 15 ULTIMATE DIVISION OF TOWN ASSETS AND LIABILITIES

Town assets and liabilities shall be divided between the Cities at the end of the Protected Period as they mutually agree. If they do not agree, the assets and liabilities shall be divided consistent with the provisions of Wis. Stat. § 66.0235, as may be equitably adjusted to take account of Early Attachments and revenue sharing. Notwithstanding the foregoing, the Cities agree that the division of assets and liabilities shall, upon Fitchburg's election, assign to Fitchburg ownership of the current Town Hall property and all assets integral to fire protection and EMS operations.

SECTION 16
TAXES AND REVENUE SHARING

- A. In recognition of the loss of tax revenue from the Mortenson Property, which was located in the Town until November, 2002, when it was annexed by Madison, the City shall make a revenue sharing payment to the Town annually, beginning in the year when local taxes are first paid to the City, and continuing through and including 2017, but not beyond the Protected Period. The annual amount shall be equal to the local taxes on the property in 2002. Payments are due in two equal installments: the first due on February 15, and the second due on August 15.
- B. As noted in Section 7 of this Plan, the Genesis Area will be attached to Fitchburg at the end of the Protected Period. Beginning August 15 after the end of the Protected Period, and for twenty years thereafter, Fitchburg shall pay Madison a Property Tax Payment in the following amount:

The outstanding and remaining portion of the \$575,000 CDBG Loan, divided by 1,000 and then multiplied by 8.78.

This obligation shall survive the term of the Plan and be binding for an additional twenty year term.

- C. Should Early Attachments occur due to the creation of a Tax Incremental Development District or Redevelopment District, revenue sharing shall be according to Section 8 of this Plan.
- D. The Parties agree that, at the end of the Protected Period, the Cities shall automatically and without further formal action be assigned and shall assume all of 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 that is attached to either city. 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 for such parcels in the respective City budgets 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. The Cities shall also without further formal action automatically and immediately succeed to the respective proportional interest of the Town to any outstanding entitlement of county, state, or federal revenue sharing or grants for the balance of the calendar and fiscal years upon the termination of the Protected Period. If such revenue and/or grant entitlements cannot be proportionally disbursed to the respective Cities by the responsible county, state, or federal agency, the funds shall be collected by the Cities on behalf of the Town and allocated between the Cities in the final distribution of assets and liabilities under Section 15 of this Plan.

SECTION 17

ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN

Madison, Fitchburg, and the Town have evaluated the environmental consequences of the Plan including air and water pollution impacts, energy use, and the protection of environmentally sensitive lands. The Plan identifies areas which will ultimately become part of Madison and Fitchburg. The Plan calls for these lands to be served with the full range of urban services consistent with the ordinances and service delivery policies of the unit of government with jurisdiction over the lands at the time they develop. The Town is located close to downtown Madison on the City's southern edge along Highway 12 and 18. In addition to the West Beltline, several north/south arterials serve the Town, including Rimrock Road, John Nolen Drive, Park Street, and Fish Hatchery Road. As has been stated earlier, the vast majority of the Town is already developed or is permanently preserved open space.

The Town has identified eight development and redevelopment sites with significant potential. All of these remaining development sites can be described as infill development sites. The sites provide additional opportunities for employment growth and to serve residents within the area and to meet their commercial service, health care, and shopping needs.

Air Quality Impacts

The existing adopted plans covering the area do not recommend a significant change in the type of development which currently exists within the Town. The eight remaining redevelopment sites recommend primarily commercial development and some research, high technology, and manufacturing uses. Smokestack type industrial uses are not recommended. The primary air quality impacts associated with the Plan relate to transportation related impacts and impacts associated with additional electric generating capacity needed to serve development as it occurs. Given the location of the Town, the communities preparing this plan believe that the Plan should have lower air quality impacts than comparable development which would occur further from the urban core and which would result in additional vehicle miles traveled and additional pollutants related to additional vehicular use. The Town area can be well served by Madison Metro Transit Service which will further reduce the reliance on low occupancy motor vehicles.

Water Quality Impacts.

The area subject to the Plan can be served by Madison's and Fitchburg's water utilities. Within the Arboretum Neighborhood, the Lake Forest area is served by the Lake Forest Water Cooperative. In addition, the Forest Park area is served by private wells and septic systems. Madison prepares and maintains a five-year master plan to guide the extension of water to serve the City as it grows. This master plan includes an evaluation of the adequacy of current facilities serving existing development. Few water quality impacts are anticipated related to the provision of water service to the Plan territory. Approximately 90% of the Town dwelling units are connected to the Madison Water Utility. It is anticipated that at the end of the Protected Period, the service to the members of the private cooperative may be provided by the Madison Water Utility. Madison and the Town share stormwater management facilities such as pipes or detention basins that drain areas in both municipalities. At the end of the Protected Period, all properties that will become part of Madison will be subject to Madison's stormwater ordinances. All three communities will also comply with applicable Dane County Stormwater Management

Requirements. Madison and Fitchburg prepare stormwater management plans as part of specific development projects.

With the exception of a few isolated properties and properties within the Forest Park area west of Fish Hatchery Road, the Town is served by sanitary sewer service from the Oakridge Sanitary District or Madison Sewer Utility. During the Protected Period, Town property owners who continue to be served by private septic systems may connect to either the Oakridge Sanitary District or Madison Sewer Utility.

Energy Use.

Given the proximity of the Town to Madison metropolitan core, the Cities and the Town believe that energy use impacts associated with the implementation of the Plan will become comparatively lower than energy use impacts associated with development which may be occurring further removed 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.

Environmentally Sensitive Lands.

All of the lands included in the Plan are located within the Central Urban Service Area as defined by the Dane County Water Quality Plan. The Water Quality Plan identifies environmentally sensitive areas through the delineation and mapping of environmental corridors. Fitchburg, Madison, and the Town agree to work cooperatively with each other and with the Dane County Regional Planning Commission to protect environmentally sensitive lands identified in the Water Quality Plan or as it may be amended. The development of infill sites within the Town which can be efficiently served by alternatives to the single occupant automobile should reduce the impacts associated with urban development which otherwise would occur at the edge of a metropolitan area. This infill development should concentrate development in areas which could be served by the full range of urban services. This development should take place in conformance with the adopted plans of the units of governments that have jurisdiction. Extraterritorial zoning and extraterritorial plat review will be utilized to implement these recommendations. Environmentally sensitive lands will be identified and preserved as part of the development review and approval process. The environmentally sensitive lands that will be identified include parks and open spaces, wetlands, stormwater drainage corridors, flood plain lands, navigable streams, natural areas, significant woodlands, and steep slopes. These environmental corridors also provide opportunities to develop interconnected off-road pedestrian and bicycle trails to serve residential and employment neighborhoods. The preservation of open spaces also aids in the preservation of wildlife habitat within urbanizing areas.

In summary, the 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, energy use, development outside compact urban areas and contribution to urban sprawl. To the contrary, in preparing the Plan, the

Cities and the Town have considered alternatives to minimize or avoid significant adverse environmental consequences. The three communities will be working cooperatively on the preparation of a comprehensive plan for each community under the State of Wisconsin's Comprehensive Planning (Smart Growth) legislation. Additional development anticipated within the area covered by the Plan can best be described as either infill development or redevelopment opportunities. As such, none of the development associated with the implementation of the Plan would be described as urban sprawl nor would it include impacts typically associated with urban sprawl. Consequently, the communities believe that sufficient efforts have been taken to minimize or avoid significant adverse environmental consequences.

SECTION 18 HOUSING NEEDS

Town housing stock.

According to the 2000 census figures, the Town contained 3,466 dwelling units, of which 76.1% were rental, 23.9% were owner-occupied; 9.1% of the units were vacant. The units to be attached to Madison house approximately 5,557 people. Sixty six percent of those dwelling units are renter occupied and 34% are owner-occupied. A higher percentage of the units to be attached to Fitchburg and which currently house 1,448 individuals are renter occupied (83%). The quality and maintenance of these units and efforts to facilitate new housing choices within the former Town areas should become a central focus of any redevelopment plan for Town areas as they become part of Madison or Fitchburg.

The 2001 Town Neighborhood Revitalization Strategy Area Plan (Planning and Design Institute) identified several issues related to housing in the Town that should be addressed in the context of future development. Much of the housing dates back to the 1940's and 1950's. There are few remaining options for providing new infill single-family and/or owner-occupied housing. Some apartment buildings, however, have been converted to condominiums and there may be opportunities to convert more. Some of the housing units appear to be of low value and a relatively high percentage of residents live in manufactured housing (8% in 1990), some of which face issues of overcrowding, aging conditions, and site problems.

Madison Housing Issues and Strategies.

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 anti-drug and beautification efforts.

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 1500 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 program 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 practices. 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.

Housing Issues in the Context of the Plan

Many of the daily life activities of current Town residents already involve them in the lives of Madison residents, be it markets and employment located in Madison, or the institutional services of groups located in Madison. As the Plan is implemented, and certainly by the end of the Protected Period, Madison expects to be able to provide the full range of housing related and neighborhood based services to Town residents that it currently provides to Madison residents.

During the Protected Period, there are several critical issues related to housing that should be the focus of the Town, Madison, and Fitchburg. These issues include improving the preservation and maintenance of housing in the Town, broadening and increasing housing options for Town residents, and developing or redeveloping current housing sites. Madison is able to offer an immediate but modest level of assistance to the Town to help initiate a systematic inspection program for existing housing that eventually would be attached to Madison. In addition, Madison could begin to negotiate with the Town to integrate the Town's current rehab loan program into Madison's rehab loan programs, and conduct targeted marketing efforts to Town residents to fully utilize the available rehab funds for home improvement projects.

Over two-thirds of the housing within the Town is rental, and 8% is manufactured housing. To broaden housing options for Town residents, Madison would work with the Town to help expand the range of homeownership options within the Town and for Town residents through its extensive array of program options and existing partnerships with community based groups.

Regarding the development or redevelopment of current sites to better fit the changing housing needs of the population and to build a better sense of community across economic and racial lines, there are opportunities for Madison and the Town to work together. The Town Plan lists some of the challenges related to the age and site conditions of Madison Mobile Home Park located on Badger Road. The Madison-funded Project Home "Home Repair" program or a similarly focused effort on the Park could provide some additional impetus and resources for site and dwelling improvements. In addition, Madison has displayed interest in working with the residents of the Badger Road area to develop a revitalization strategy and program to broaden the range of housing options, especially for elderly and for ownership, for residents. These housing efforts would need to be coordinated and linked to concurrent business development efforts (such as the Genesis Incubator project) to strengthen the area's businesses and employment and training opportunities for Town residents.

Cooperative efforts by all three Parties to address housing issues can begin as soon as State approval of the Plan. Initially, efforts are expected to focus on development and revitalization strategies for the Badger-Ann-Park Street area and the Todd Drive-Landmark Place area. Following those efforts, the focus will shift to developing a revitalization strategy for the housing east of Park Street, including the Madison Mobile Home Park and Capitol View Heights. In addition, efforts can be directed to arranging for inclusion of the Town in the calculation of Federal Entitlement fund programs, and the inclusion of the Town in the service areas of Madison-funded service and projects related to housing. The Plan also provides a framework within which discussion among the Parties about combining or transferring housing related services can proceed. Progress will be monitored and assessed by the Cities so that a smooth transfer of responsibility for housing-related services and functions can be completed at the end of the Protected Period.

Fitchburg Housing Issues and Strategies

Fitchburg has adopted, through its 1995 General Land Use Plan, varied strategies to guide the city in the development of its housing stock. Fitchburg meets the housing needs of a diverse population within the spectrum of the socio-economic range. Census figures from 2000 indicate that of Fitchburg's 8,262 dwelling units, 55% are renter occupied and 45% are owner occupied. A similar ratio exists for multi-family and single-family units.

Fitchburg is a participant in the Dane County Community Development Block Grant (CDBG) program. A variety of multi-family projects in Fitchburg utilize WHEDA tax credits or provide Section 8 housing vouchers. WHEDA tax credits have allowed improvements to be made to both the New Fountains and Nakoma Heights apartment projects, while meeting the needs of less advantaged families and individuals.

In response to challenges posed by an aging housing stock, particularly in some of its large multi-family developments in the northern part of the community, Fitchburg has created a neighborhood response team that coordinates police, fire, public works and building inspection efforts in the more troubled areas of Fitchburg. Neighborhood policing, with precincts in two of the most densely populated and aging multi-family housing stock areas is crucial to the overall neighborhood response effort. A main part of the strategy involves the application and enforcement of property maintenance and landlord/tenant codes structures to upgrade and provide minimally acceptable housing standards and fair and equitable treatment of tenants.

Fitchburg is committed to a diverse housing stock to provide a range of housing opportunities in the community as an effort to maintain and further promote neighborhood and community vitality. The Rimrock Road Neighborhood contains predominantly single-family residences, and yet provides some of the more affordable and older housing stock in Fitchburg (2000 Census data indicate the median home value in the Rimrock Road Neighborhood is \$103,611, compared to a value of \$220,355 for all of Fitchburg). The addition of the Southdale neighborhood is intended to strengthen the sense of community for both the Rimrock Road and Southdale neighborhoods and create one unified neighborhood.

SECTION 19 COMPREHENSIVE/MASTER PLANNING

The territory subject to this Plan is covered by adopted plans of the Town, the Cities, and the Dane County Regional Planning Commission, as described in Section 9 above. With a few minor exceptions, the territory is already developed. The Town is essentially an urban town which is completely surrounded by urban development of the Cities. The existing adopted plans and the future Comprehensive Plans of the Town and Cities shall govern any new infill development or redevelopment within the Plan territory.

The Plan recognizes a permanent boundary between the Cities. The Plan will allow the Town and the Cities to move forward with confidence over the next two decades in planning for the delivery of municipal services to this territory knowing that there will not be a competition between units of government, property owners and developers. The Plan identifies prospective cooperation in the areas of extraterritorial zoning and plat approvals, the provision of sanitary sewer and municipal water service, and public transit service funding. It provides a foundation for further cooperation among the Town and Cities in other areas of mutual public interest.

Areas of probable infill development or redevelopment that would receive greater planning scrutiny from the Parties within the next several years include, but are not limited to: a) the Badger Road, Ann Street and South Park Street area of Madison and the Town; b) the Todd Drive, West Beltline frontage road area of Madison and the Town; c) the East Badger and Rimrock Road (including Southdale) area of Fitchburg and the Town; and d) Madison's 31 acre parcel to be deeded to Fitchburg. As to the latter, Fitchburg and Madison have agreed that the parcel is to be deed restricted during the term of the Plan for conservancy uses, for governmental uses such as a fire station, or for use by a non-profit agency for the benefit of the community as a whole during the Protected Period.

This Plan is consistent and compatible with existing local, County, State and Federal plans, ordinances, codes and statutes. The 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 Town's Oakridge Sanitary District, the public utilities of the Cities, the Madison Metropolitan School District, as well as the location of major employment centers, and shopping, recreational and cultural centers serving the area.

SECTION 20
AUTHORIZING RESOLUTIONS, NOTICE, PUBLIC HEARING, AND COMMENTS

- A. The Resolutions of the Town and the Cities that authorize participation in the preparation of a cooperative plan are attached as **Exhibit 8**.
- B. The Affidavits of the Town and Cities attesting to the mailing of the authorizing resolutions as required pursuant to Sec. 66.0307(4)(a), Wisconsin Statutes are attached as **Exhibit 9**.
- C. The Affidavits of publication of the Public Hearing Notice are attached as **Exhibit 10**.
- D. The public comments received are included in **Exhibit 11**.
- E. The Resolutions of the Town and the Cities that approved the Cooperative Plan are attached as **Exhibit 12**.
- F. The ordinances detaching the McCoy Road Area from the City of Madison and attaching it to the City of Fitchburg are attached as **Exhibit 13**.

SECTION 21
BINDING EFFECT OF COOPERATIVE PLAN

The Plan shall bind, and accrue to the benefit of, all successors of the parties, whether one or more. Except as to the rights of Town employees and owners of land currently in the Town as expressly set forth herein, the 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 22
IMPLEMENTATION

The Town, Madison, and Fitchburg shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Plan. The Parties agree to pursue further cooperative agreements that will qualify each of them for additional shared revenue.

SECTION 23
ENFORCEMENT/REMEDIES

- A. In the event of a breach of this Plan or a dispute involving the application, interpretation or enforcement of this Plan, the Parties shall meet to seek a resolution within 10 days following written notice by one Party to the others of the breach or dispute. If the issue is

not resolved at such meeting or at an extension thereof mutually agreed to by the Parties, it may be subject to mediation upon agreement of all interested Parties. In the event the issue is not resolved as a result of the above meeting or mediation, the matter shall be submitted to binding arbitration upon written demand by either Party to the others with notice to the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration of such demand. The arbitration shall be performed by a person designated by the Director in accordance with such rules and procedures such person may specify, subject to the terms of this Plan. In the event the Director does not appoint an arbitrator within 30 days of the Director's receipt of a written request to do so, then:

1. The arbitration must be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration ("Rules"), except as such Rules may be modified by this Plan. A Party desiring to submit a dispute to arbitration hereunder must file a Demand for Arbitration ("Demand") with the AAA at its office in Chicago, Illinois. A copy of such Demand must be sent to the other Parties at the same time. The AAA shall appoint an arbitrator with the necessary expertise and competency to pass on the matters presented for arbitration, but said arbitrator may have no interest in or prior connection with any Party.
2. Following the appointment of the arbitrator, each Party has the right to mail to any other Parties (with a copy to the arbitrator) a written request for the production of certain identified documents or of all documents in possession of the other Parties relevant to any claims or counterclaims in the arbitration. Within ten (10) days of receipt of any such request, the receiving Party must respond to such request but may object to all or part of said request (with a copy to the arbitrator), on the ground that it is unduly burdensome, that the documents requested are irrelevant or privileged, or that such documents are equally available to the requesting Party. The arbitrator will rule on the validity of any such objection and the Parties must produce documents in accordance with the ruling.
3. The site of the arbitration shall be in Dane County, Wisconsin, unless otherwise agreed by the Parties. The Parties must diligently and expeditiously proceed with arbitration. Upon the conclusion of any hearing, the Parties shall have twenty (20) days to submit written briefs in support of their respective positions. The arbitrator must make an award within thirty (30) days after the filing of the briefs, subject to any reasonable delay due to unforeseen circumstances.
4. 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. The arbitrator has no authority to award punitive or other damages not measured by the prevailing Party's actual damages and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of this Plan. The award of the arbitrator must be in writing with a

statement of reasons for such award and signed by the arbitrator. An award rendered by the arbitrator in an individual or consolidated arbitration may be entered in any court having jurisdiction thereof.

5. The arbitrator's authority is limited solely to resolving disputes under this Plan.
 6. The pendency of any arbitration hereunder does not relieve any Party of any of its obligations under this Plan.
 7. The Parties involved shall share equally the fees and expenses of the arbitrator as well as all fees imposed by the AAA including, but not limited to, transcripts, hearing room rentals and administrative costs. Each party to the arbitration proceeding is responsible for its own costs and legal fees, if any, except that the arbitrator is empowered to award such costs and fees against a Party who prosecutes or defends an arbitration hereunder in bad faith or as otherwise provided in this Plan.
- B. Subsection A above shall be the exclusive method of resolving the issues specified in the introduction to this section and the Parties waive their rights under Sec. 893.80, Wis. Stats., and their rights to seek remedies in court as to such issues except that the prohibition on court actions shall not apply to
1. Actions to enforce an arbitration award under Subsection A1;
 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. Disputes involving a necessary third party when the Municipal Boundary Review Director fails to appoint an arbitrator.
- C. In addition to other remedies provided in this Plan, any party may seek specific performance of the Plan in addition to any other remedies available at law or in equity. The breaching party shall pay the other's attorney fees reasonably incurred in seeking remedies for the breach.
- D. Employees may arbitrate disputes about severance pay under this section as provided in Subsection A above. Solely for the purposes of Subsection A above, the term "Parties" shall include Town employees who demand arbitration under this paragraph.

SECTION 24 CHALLENGES TO THE PLAN

- A. All parties waive all rights to challenge the validity or enforceability of the Plan or any of its provisions or to challenge any actions taken pursuant to or in accordance with the Plan.

- B. In the event of a court action by a third party challenging the validity or enforceability of the Plan or any of its provisions, all parties shall fully cooperate to vigorously defend the Plan.
1. If only one party is named as a party to the action, the others shall seek to intervene and the named party shall support such intervention.
 2. No settlement of such an action shall be permitted without the approval of the governing bodies of all parties.
 3. The workload to defend the Plan shall be shared equally.
- C. A challenge to the Plan by one of the parties or a failure to vigorously defend the Plan constitutes a breach of the Plan.

SECTION 25 AMENDMENT

The procedure for amendment of this Plan is found in Sec. 66.0307(8), Wisconsin Statutes.

SECTION 26 MISCELLANEOUS INTERPRETATION

- A. References. Any references in this 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. Any references in this 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 Plan are provided for convenience only and shall not be used in interpreting this Plan.
- C. Governing Law. This 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 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 Parties. By the terms of this Plan, no Party shall benefit from not having drafted this document.
- E. Entire Agreement. The Plan 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 the Plan, with the exception of the Memorandum of Understanding executed on November 8, 2002, related to Section 4 of the

Intergovernmental Agreement, which shall continue to be applicable to the first paragraph of Section 12 of this Plan. The Plan 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 any party.

- F. Authority. Each party represents that it has the authority to enter into the Plan and that all necessary procedures have been followed to authorize the Plan. Attached are copies of the resolutions of the governing bodies of all parties, authorizing the Plan. Each person signing the Plan represents and warrants that he or she has been duly authorized to do so.
- G. Counterparts. The Plan may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original.
- H. Non-Discrimination. In the performance of the services under the Plan, 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 on the Plan because of race, religion, color, age, disability, sex, or national origin.

INTERGOVERNMENTAL AGREEMENT

AMONG

TOWN OF MADISON, CITY OF MADISON AND CITY OF FITCHBURG

The parties to this Agreement are the Town of Madison, the City of Fitchburg, and the City of Madison, all located in Dane County, Wisconsin.

RECITALS

- A. The Town of Madison and the City of Madison have a long history of boundary disputes, including a dispute over whether the Town should continue to exist as a separate governmental entity.
- B. Recent developments in this history of disputes include a State budget bill proposal for the City of Madison to annex the Town in its entirety and a petition by the City of Fitchburg (presented at the Town's request) to annex those portions of the Town contiguous to Fitchburg. Fitchburg's petition is pending in Dane County circuit court. These developments and others render the Town's long-term future uncertain.
- C. While facing the prospect of further disputes and protracted litigation, the parties have explored a boundary agreement that would determine the Town's future with certainty, put an end to disputes and litigation over Town territory, and establish a basis for future intergovernmental cooperation.
- D. The Town and the Cities desire to provide for an orderly transition of Town territory from town to city government, preserve the Town's financial integrity while it remains a town, and establish long-term rational boundaries between the City of Fitchburg and the City of Madison that reasonably satisfy each city's goals.
- E. To attain the objectives of the Town and the Cities, and to provide for their mutual peace and cooperation that will be beneficial to citizens in all three communities, the Town of Madison, the City of Fitchburg, and the City of Madison desire to enter into this intergovernmental Agreement.

AGREEMENT

Therefore, in accordance with the authority granted them under Wisconsin statutes and for their mutual benefit and in the public interest, the Parties agree as follows:

1. Town Protected for a Period of 20 Years

A "Protected Period" is established for the Town:

The Town remains a town for 20 years. Town territory remains intact, except as provided below. There will be no annexations or other jurisdictional boundary changes of the Town during the Protected Period unless: (1) approved by all property owners affected; and (2) approved by the Town board and by the common council of the annexing City. The Town and the Cities may shorten the Protected Period by mutual agreement.

2. Future Boundary

- A. A future boundary is established (the "Line"). The Line is depicted and described on Exhibit A, attached.
- B. At the end of the Protected Period, Town territory north of the Line becomes part of the City of Madison, and Town territory south of the Line becomes part of the City of Fitchburg. Except as provided in paragraph 3(d)(3) below, if there are any mutually agreed annexations before the end of the Protected Period ("Early Annexations"), lands north of the Line may be annexed only by the City of Madison. Lands south of the Line may be annexed only by the City of Fitchburg. Territory in an Early Annexation need not be contiguous to the annexing City. (It will become contiguous at the end of the Protected Period.)

3. Early Annexations

- A. The general rule is no Early Annexations except upon approval of: (1) all property owners affected; and (2) the Town Board.
- B. A limited exception to this general rule is created for the potential creation of a tax incremental financing or redevelopment district, or both (Early TID-RD Annexation).
- C. Either the City of Madison or the City of Fitchburg shall be entitled to an Early TID-RD Annexation if the following conditions are met:
 - (1) The City has conducted the necessary blight studies and prepared a complete TID or redevelopment plan that includes some territory in the Town. The Early TID or RD attachment may consist of multiple parcels, which need not be contiguous, and shall include no more Town territory than is included in the prepared plan which is

2

consistent with applicable law. The City shall proceed expeditiously with the statutory plan approval process and implementation of the TID or RD upon annexation of the Town territory.

- (2) The City agrees to provide revenue sharing payments to the Town to compensate the Town for lost local tax revenues. The Town shall keep 100% of the local government share of tax revenues for the year of the Early TID or RD annexation. The City shall pay the Town that same amount annually for nine subsequent years, but not beyond the Protected Period. Payments are due in two equal installments: the first due on February 15, and the second due on August 15. The amount and schedule of revenue sharing payments may be modified by mutual agreement.
- (3) If the Cities and the Town do not agree on whether these conditions have been met, the affected City or the Town may submit the matter to binding arbitration. In that case, the annexation shall not occur unless and until the arbitrator determines that the conditions have been met. The arbitrator shall be directed to decide the matter expeditiously.
- (4) The City of Madison may employ an Early TID or RD Annexation no more than twice, and the City of Fitchburg no more than once, during the Protected Period.

D. Four Additional Early Transfers of Jurisdiction

- (1) Property that is owned by Genesis and the Fountain of Life Church, which is within a pending annexation petition, shall be annexed to the City of Madison, effective upon adoption of the annexation ordinance, and shall include only those parcels, pursuant to agreement of the parties, provided the Town and City of Fitchburg agree not to challenge the validity of the annexation on the basis that the annexed property is not contiguous to the City of Madison or that it includes less property than described in the annexation petition, but the Town and Cities preserve their rights otherwise. Regarding the Genesis property, at the end of the Protected Period, Genesis is detached from the City of Madison and attached to the City of Fitchburg, and beginning August 15 after the end of the Protected Period, and for twenty years thereafter, the City of Fitchburg shall pay the City of Madison a Property Tax Payment in the amount as follows:

The outstanding and remaining portion of the \$575,000 CDBG Loan, divided by 1,000 and then multiplied by 8.78.

- (2) Arboretum lands currently in the Town and owned by the University of Wisconsin Board of Regents shall be annexed to the City of Madison effective upon State approval of the Agreement. This annexation shall not include the Beltline right-of-way.
- (3) Property within a pending annexation petition by Mortenson Investment Group shall be annexed to the City of Madison effective upon adoption of the annexation ordinance, subject to a tolling agreement to be signed by the Parties, and a reservation of rights of all parties otherwise, enabling the Town and City of Fitchburg to challenge the validity of the annexation judicially, in the event that State approval of the Agreement is not obtained. The City of Madison shall make a revenue-sharing payment to the Town annually, beginning in the year when local taxes are first paid to the City, continuing through and including 2017, but not beyond the Protected Period. The annual amount shall be equal to the local taxes on the property in 2002. Payments are due in two equal installments: the first due on February 15, and the second due on August 15.
- (4) Upon State approval of the Agreement, the E-Way conservancy land in the Nine Springs Area, adjacent and along Highway 14, north to Highway 14 and south to Clayton Road (as depicted in Exhibit A) shall become a part of the City of Fitchburg by detachment from the City of Madison; the 31-acre parcel in the E-Way owned by the City of Madison between McCoy Road and Clayton Road shall be conveyed by warranty deed to the City of Fitchburg. Separate from State approval, the City of Madison agrees to adopt, concurrent with its approval of this Agreement, such ordinances and resolutions to accomplish the following:
 - a. Extend interim, temporary public water service to Fitchburg to the Rimrock Property until December 1, 2005, and extend Fitchburg's obligation to complete construction of its own water supply to the Rimrock Property until November 30, 2005, or such later dates as shall provide Fitchburg two full years' notice to meet its construction obligation;
 - b. Void Ordinance No. 11,291, upon State approval of this Agreement; and

- c. Amend Madison General Ordinance Section 13.16 to include the Rimrock Property in the Madison service area effective upon State approval of this Agreement.

4. Town Retains Governmental Authority

Except as otherwise mutually agreed, the Town retains full and independent governmental authority throughout the Protected Period. The Town shall exercise that 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 Cities at the end of the Protected Period.

5. Joint Land Use Decisions

During the Protected Period, the following land use decisions will be made jointly by the Town and the City designated to take over the area in question:

- (1) Extraterritorial zoning (ETZ) shall be established. During the Protected Period, decisions shall be made by a joint committee that has three Town members and three City members. (There shall be two such committees: one for the area north of the Line and another for the area south of the Line.) Initially, ETZ shall be established conditionally, to take effect upon State approval of this Agreement.
- (2) Land division authority shall be exercised jointly by the Town and the Cities through their use of extraterritorial jurisdiction (Madison for the area north of the Line; Fitchburg for the area south of the Line.)

6. Public Transportation and Public Improvements

During the Protected Period, the Town and the Cities agree to maintain support for the Madison Metropolitan Transit System in equitable proportions.

The Town and the Cities agree that in levying special assessments for public improvements caused by a new development or redevelopment, they may credit benefitted properties for special assessments previously levied against such properties for improvement components of the same type.

The Town and the Cities agree that for any street lying partly in two or three of their jurisdictions, or for any street that under the Agreement shall eventually be within another jurisdiction, they shall not rename such street

if the renaming is opposed in writing by three-fourths or more of the owners of property abutting on the street segment proposed for renaming.

7. Job Continuity for Town Employees

The Town and the Cities shall cooperate to provide job security and job continuity for Town employees. In the absence of some other mutual Agreement, Town employees shall have job security in the form of a severance benefit. Any person who is a Town employee at the end of the Protected Period, and who is not offered suitable employment by either of the Cities on terms at least equivalent to those provided by the Town job, shall be entitled to a lump sum severance payment according to the following schedule:

Duration of Town Employment	Amount of Severance Payment
Less than 6 months	none
More than 6 months, less than 5 years	3 months' pay
More than 5 years, less than 10 years	6 months' pay
More than 10 years, less than 15 years	9 months' pay
15 years or more	1 year's pay

The amount of pay for the above purpose shall not exceed the level of pay for comparable positions in either City.

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

This severance benefit is the joint obligation of both Cities, and shall be paid by one or both Cities, not the Town. The Cities may share the cost between them as they mutually agree. Such cost sharing shall be taken into account in the division of assets and liabilities under paragraph 9 below.

8. Good Faith Cooperation; Conversion to State-Approved Boundary Plan

- A. The Town and the Cities shall cooperate in good faith to implement the Agreement, and may enter further agreements to facilitate a smooth transition at the end of the Protected Period. The Town and the Cities agree that they shall not hinder the performance and implementation of the

Agreement in any way and that they will not oppose the 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 the Agreement or otherwise.

- B. The Town and Cities agree to pursue further cooperative agreements that will qualify each of them for additional shared revenues.
- C. The Town and the Cities shall use their best efforts to secure timely State approval of the Agreement under the provisions of Wis. Stat. § 66.0307. Reference in this Agreement to "annexation" includes summary attachment procedures as part of a State-approved cooperative boundary plan.
- D. Provisions of the Agreement that take effect upon State approval, shall take effect after State approval and appeals, if any.
- E. The Town and the Cities agree that a party's failure to comply with paragraphs A or C in this section 8 will do substantial harm to the other parties, 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 any party breaches paragraphs A or C of this section 8, that party shall be liable to each of the other parties in the amount of \$250,000 liquidated damages or its actual damages, whichever is greater. The breaching party shall also be liable to the other parties for their actual attorney fees and costs to enforce this provision.

9. Ultimate Division of Town Assets and Liabilities

Town assets and liabilities shall be divided between the Cities at the end of the Protected Period as they mutually agree. If they do not agree, the assets and liabilities shall be divided consistent with the provisions of Wis. Stat. § 66.0235, as may be equitably adjusted to take account of early annexations and revenue sharing. Notwithstanding the foregoing, the Cities agree that the division of assets and liabilities shall, upon Fitchburg's election, assign to Fitchburg ownership of the current Town Hall property and all assets integral to fire protection and EMS operations.

10. Disputes Settled by Arbitration

Except as to liquidated damages under paragraph E of section 8, disputes over compliance with the Agreement shall be resolved by binding arbitration. Mediation may be used prior to arbitration if all parties agree.

11. Binding Effect

The Agreement shall bind, and accrue to the benefit of, all successors of the parties, whether one or more. Except as to the rights of owners of land currently in the Town as expressly set forth herein, the 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.

12. Recording

The parties shall cause a notice of the Agreement to be recorded in the office of the Register of Deeds.

13. Challenge to Agreement

- A. All parties waive all rights to challenge the validity or enforceability of the Agreement or any of its provisions or to challenge any actions taken pursuant to or in accordance with the Agreement.
- B. In the event of a court action by a third party challenging the validity or enforceability of the Agreement or any of its provisions, all parties shall fully cooperate to vigorously defend the Agreement.
 - (1) If only one party is named as a party to the action, the others shall seek to intervene and the named party shall support such intervention.
 - (2) No settlement of such an action shall be permitted without the approval of the governing bodies of all parties.
 - (3) The workload to defend the Agreement shall be shared equally.
- C. A challenge to the Agreement by one of the parties or a failure to vigorously defend the Agreement constitutes a breach of the Agreement.

14. Remedies

In addition to other remedies provided in the Agreement,

- A. Any party may seek specific performance of the 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.

15. Term

The term of the Agreement shall commence when approved by the governing bodies of the parties and executed by the authorized representatives of the parties and shall terminate at 11:59 p.m. on October 30, 2022.

16. Entire Agreement

The 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 the Agreement. The 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 any party.

17. Authority

Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to authorize the Agreement. Attached are copies of the resolutions of the governing bodies of all parties, authorizing the Agreement. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.

18. Counterparts

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

19. Non-Discrimination

In the performance of the services under the 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 on the

Agreement because of race, religion, color, age, disability, sex, or national origin.


Dated this 8th day of November, 2002.

TOWN OF MADISON
Dane County, Wisconsin

By: _____


James A. Campbell, Chair

Attest:


Donna Meier, Town Clerk

Approved as to Form:


Richard K. Nordeng, Town Attorney

Dated this 8th day of November, 2002.

CITY OF FITCHBURG
A Wisconsin municipal corporation

By: 
Mark Vivian, Mayor

By: 
Karen A. Peters, Clerk

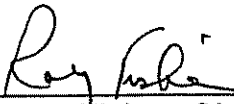
Approved as to Form:


M. Elizabeth Winters, City Attorney

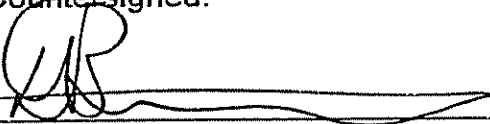
Dated this 8th day of November, 2002.

CITY OF MADISON
A Wisconsin municipal corporation

By: 
Susan J. M. Bauman, Mayor

By: 
Ray Fisher, City Clerk

Countersigned:


Dean Brasser, City Comptroller

Approved as to Form:


James L. Martin, City Attorney

Attachment:

Exhibit A - Future Boundary Line
Authorizing Resolutions of All Governing Bodies

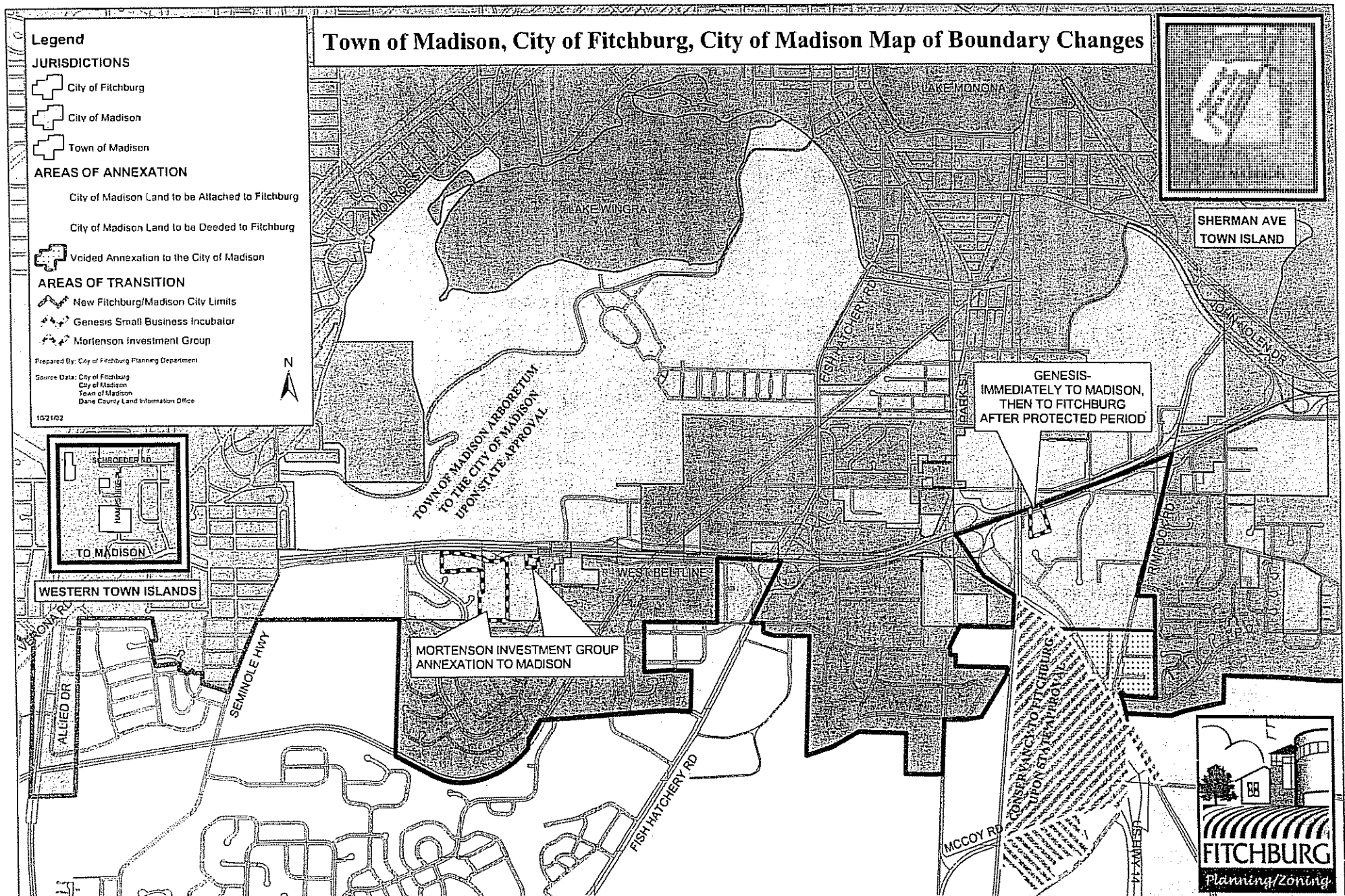


EXHIBIT A

The line lying in the County of Dane and State of Wisconsin described by the metes and bounds following shall constitute and be known as the boundary line across Town 6 and 7 North, Range 9 East, Dane County, Wisconsin between the City of Fitchburg and City of Madison pursuant to the Cooperative Plan dated XXXX, SSSS 2003 and as approved by the State of Wisconsin:

(1) Lands located in Town 6 and 7 North, Range 9 East, Dane County, Wisconsin, described as follows:

(A) Beginning along the West line of T6N, R9E at the South line of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 6; thence East along the South line of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 6, T6N, R9E to the West line of the Northeast $\frac{1}{4}$ of said Section 6; thence North along said West line 330.5 feet; thence Easterly on a straight line to a point in the centerline of the concrete pavement of U.S. Highway 18, said point being 1,759.54 feet South of the North line of Section 6, measured at right angles to said North line; thence Northeasterly along the centerline of said Highway, 154.6 feet; thence Westerly on a line parallel to the North line of Section 6 to a point; said point being 516 feet West of the East line of Section 6; thence Northerly on a line that is 516 feet West of and parallel to the East line of Section 6 to a point 150 feet South of the South line of the Moschkau Subdivision; thence East 214.1 feet on a line that is parallel to and 150 feet South of the South line of the said Plat to its point of intersection with the West line of Westchester Road; thence Northeasterly along the West line of Westchester Road 163.8 feet to its point of intersection with the Easterly prolongation of the South line of Moschkau Subdivision; thence West 286.4 feet on the Easterly prolongation of the South line and the South line of Moschkau Subdivision to a point that is 516 feet West of the East line of Section 6; thence Northerly on a line that is parallel to the East line of Section 6 to the point of intersection with the Westerly prolongation of the South line of Lot 3, Moschkau Subdivision; thence Easterly 200 feet along the Westerly prolongation of the South line of Lot 3 and the South line of Lot 3 to the East line of Lot 3; thence Northerly along the East line of Lot 3 to the North line of Lot 3; thence Westerly 200 feet along the North line of Lot 3 and said North line extended to a point that is 516 feet West of the East line of Section 6; thence Northerly on a line that is parallel to the East line of Section 6 to a point 457.8 feet South of the North line of Section 6; thence Westerly on a line parallel to the North line of Section 6 to the East line of Michael's Plat; thence Northerly 220 feet along the East line of Michael's Plat to the Northeast corner of said plat; thence Westerly 225 feet, more or less, along the North line of Michael's Plat to the East line of the Third Addition to Meadowood; Section 6; thence North $01^{\circ}59'$ East to the North line of Section 6; T6N, R9E; thence East along the North line of Section 6 to the centerline of Harley Drive; thence South 260 feet along the centerline of Harley Drive; thence East 153 feet along a line that is parallel to and 260 feet South of the North line of Section 6; thence North 260 feet on a line that is parallel to and 153 feet East of the centerline of Harley Drive to a point in the North line of Section 6; thence East along the North line of Section 6 to its point of intersection with the Northerly prolongation of the West line of Lot 1, Westchester Woods; thence South $00^{\circ}14'31''$ East, 141.0 feet, more or less, to the South line of Lot 1 of Westchester Woods; thence North $89^{\circ}45'29''$ East, 153.97 feet along the South line of Lot 1 to the East line of Section 6; thence North $01^{\circ}32'44''$ East, 140 feet, more or less, along the East line of Section 6 to the Northwest corner of Section 5; thence Easterly 455.2 feet along the North line of Section 5; thence South $00^{\circ}53'$ West, 297.3 feet; thence South $84^{\circ}31'$ East, 18.4 feet; thence South $58^{\circ}03'$

East to the Northwesterly right-of-way line of U.S. Highway 18 & 151), said Northwest right-of-way line; thence Northeasterly on a line that is parallel to and 110 feet Northwest measured at right angles to the centerline of Verona Road to its point of intersection with a line that bears South $01^{\circ}31'14''$ West from a point in the North line of said Section 5 that is 877.1 feet East of the Northwest corner of Section 5; thence South $1^{\circ}31'14''$ West to a point that is 3,364.85 feet South of the North line of Section 5; thence North $88^{\circ}52'51''$ East, 865.87 feet; thence North $01^{\circ}39'59''$ East, 3,365.14 feet, more or less, along the East line of the said First Addition to Allied Terrace and the East line of the Allied Terrace Plat to the North line of Section 5; thence East along the North line of Section 5 to the Northeast corner of the North Hill Addition to Belmar; thence South $12^{\circ}15'00''$ East, 415.0 feet; thence South $77^{\circ}45'00''$ West, 124.97 feet to the East line of Apache Drive; thence South $12^{\circ}15'00''$, East, 466.72 feet along to the East line of Apache Drive; thence continuing along the East line of Apache Drive South $06^{\circ}45'00''$ East, 13.02 feet to the Southwest corner of Lot 118, South Hill Addition to Belmar; thence North $79^{\circ}23'00''$ East, 80.18 feet; thence North $83^{\circ}51'00''$ East, 279.83 feet; thence South $89^{\circ}15'00''$ East, 85.00 feet; thence South $02^{\circ}58'56''$ West, 121.85 feet to a point of curve; thence on a curve to the right convex to the Northeast having a radius of 183.00 feet and a chord that bears South $60^{\circ}45'21''$ East, 161.95 feet; thence North $55^{\circ}30'22''$, East, 127.61 feet; thence South $35^{\circ}38'33''$ East, 60.68 feet; thence South $87^{\circ}53'23''$ East, 159.88 feet to the centerline of Whenona Drive; thence South $02^{\circ}02'38''$ West, 182.24 feet along the said centerline of Whenona Drive to the North line of the East Hill Addition to Belmar; thence South $71^{\circ}57'52''$ East, 565.05 feet along the said North plat line to the east line of Seminole Highway; thence Northeasterly along the east line of Seminole Highway to the North line of Section 5; thence Easterly along the North line of T6N, R9E to the North one-quarter corner of Section 4; thence South along the East line of the NW $\frac{1}{4}$ of Section 4 to the Southerly right-of-way line of the Chicago and North Western Transportation Company; thence Southeasterly, Northeasterly and Easterly along the Southerly right-of-way of said railway to the West line of Section 3; thence Northerly along the West line to the Northerly right-of-way line of said railway; thence Northeasterly along the Northerly right-of-way of said railway to the South line of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 3; thence Easterly along the South line of said North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 3 and the centerline of Post Road to the East line to the Northwest $\frac{1}{4}$ of Section 3; thence South $86^{\circ}59'55''$ East, 387.31 feet along the centerline of Post Road to a point of curve; thence continuing along the said centerline of Post Road on a curve to the right, convex to the Northeast having a radius of 290.0 feet to its point of intersection with the Southerly prolongation of the West line of Lot 1, Certified Survey Map No. 555, recorded in Volume 3 of Certified Surveys, Page 59, in the Dane County Register of Deeds' Office; thence North $03^{\circ}00'05''$ East, 202.15 feet along the said Southerly prolongation of the West line of Lot 1 and the West line of said Lot 1 to the Northwest corner of said Lot 1; thence North $00^{\circ}27'20''$ West, 268.9 feet along the West line of said Certified Survey to the Southwest corner of Lot 34, Maple Lawn Heights, a recorded plat in Section 3; thence North along the West line of Lot 34 to the South line of Lot 2 of the Hasz Subdivision; thence North $86^{\circ}23'25''$ West (recorded as North $87^{\circ}50'$ West) 361.21 feet to the West right-of-way line of Coho Street; thence westerly along the South lot line of Lot 14 of the Bewick Addition to the Southwest corner of said lot; thence westerly along the south lot line of Lot 4 of CSM 1372 to the Southwest corner of said lot; thence North along the West lot line of CSM 1372 to the North line of Section 3; thence east along the North line of section 3 to a point 843.39 feet East of the West line of the East $\frac{1}{2}$ of said Section 3; thence North on a line that is parallel to and 650.00 feet East of the West line of the East $\frac{1}{2}$ of Section 34, Town 7 North, Range 9 East to its point of intersection with the south line of U.S. Highways 12, 14, 18 and 151; thence Easterly along the south line of said U.S. Highways 12, 14, 18 and 151 to its point of intersection with the center line of Fish Hatchery Road, thence Southerly along the center line of said Fish Hatchery Road to the South

line of Section 34, Town 7 North, Range 9 East; thence East along the South line of said Section 34 to a point 33 feet North of the Northwest corner of Lot 15, Maple Lawn Commercial Plat, City of Fitchburg, Dane County, Wisconsin; thence South 00°20'50" West, 168.17 feet; thence South 74°10'20" East, 240.25 feet to a point that is 233.0 feet South and measured at right angles to the North line of the Northeast ¼ of Section 3; thence South 89°39'10" East 682.57 feet to the East line of Section 3; thence South 01°58'50" East, along the East line of Section 3 to a point that is 316.96 feet North of the East ¼ corner of Section 3; thence North 71°33'54" East, 553.00 feet; thence North 61°09'40" East, 589.18 feet; thence South 89°00'00" East, 932.00 feet; thence South 02°14'23" West, 770 feet to the South line of the Northwest ¼ of Section 2; thence North 89°30'33" East, 726.00 feet along the South line of the Northwest ¼ of Section 2 to the centerline of Syene Road; thence North 02°17'22" East along the centerline of Syene Road to a point that is South 02°17'22" West, 1,735.12 feet South of the North ¼ corner of Section 2, measured along the West line of the Northeast ¼, of Section 2; thence South 89°42'38" East 394.60 feet; thence North 80°47'16" East 344.43 feet; thence North 32°01'17" East 923.45 feet; thence North 05°10'49" East 138.50 feet; thence North 89°07'09" West, 1,014.2 feet, more or less, to a point that is 183.0 feet East of the West line of the Northeast ¼ of said Section 2; thence North 02°17'22" West 200.0 feet, along a line that is parallel to and 183 feet East of the West line of the Northeast ¼ of said Section 2; thence North 89°07'09" West 113.0 feet to a point that is 70.0 feet East of the centerline of Syene Road; thence Northerly and Northeasterly along a line that is parallel to and 70.0 feet East of the centerline of Syene Road to the North line of Section 2; thence Easterly along the North line of Section 2 to the Westerly right-of-way line of the Chicago and North Western Transportation Company; thence Northerly and following along the Westerly line of said Chicago and North Western Railway right-of-way to its intersection with the Northeasterly right-of-way line of U.S. Highway 14 as established in Wisconsin State Highway Project T O14-2(1); thence northerly and northwesterly to the south line of U.S. Highways 12, 18 and 151 excepting such lands as may be necessary for the extension of Ski Lane to Badger Lane; thence easterly along the south line of said U.S. Highways 12, 18 and 151 to the centerline of Rimrock Road County Trunk Highway "MM"; thence southerly along said centerline to the intersection of Maloney Drive; thence Easterly along the North line of the Northwest ¼ of Section 1 to the West line of the Jill Addition to Indian Spring Plat; thence South 00°54'14" East, 1,255 feet, more or less along west plat line of said plat; thence North 86°40'00" West 594.06 feet (recorded as 596.00 feet); thence North 32°35'44" West 118.90 feet; thence South 47°24'16" West, 33.00 feet to the centerline of Anderberg Road as presently located; thence South 42°35'44" East 9.31 feet along the said centerline of Anderberg Road; thence continuing along the said centerline of Anderberg Road South 15°44'35" East 329.53 feet; thence continuing along the said centerline of Anderberg Road South 11°44'35" East 40.46 feet; thence South 88°07'05" East 874.30 feet to the meander line of Nine Springs Creek; thence North 73°00'18" East 398.14 along said meander line of Nine Springs Creek; thence continuing along the meander line of Nine Springs Creek North 76°17'00", East 661.86 feet to the East line of the Northwest ¼ of Section 1, T6N, R9E; (excluded is the land lying between the above described meander line of Nine Springs Creek and the centerline of Nine Springs Creek as presently located, adjacent to and South of the said meander line); thence North 01°57'30" East along the East line of the Northwest ¼ of Section 1 to the South line of the North ½ of the North ½ of the Northeast ¼ of Section 1; thence East on said South line to the East line of Section 1, T6N, R9E, and the point of termination.

**EXISTING LAND USES
TOWN OF MADISON
2000**

Land Use Category	Acres	% Total Area	% Developed Area
Residential Total	356.6	14.7	33.2
Single-Family	184.1		
Two-Family	21.1		
Multi-Family	134.4		
Group Quarters	0.8		
Mobile Home	16.1		
Industrial Total	41.9	1.7	3.9
Manufacturing	11.9		
Wholesale	30.0		
Extractive			
Transportation Total	289.9	11.9	27.0
Street ROWs	274.4		
Railroads	10.9		
Other Transportation	4.7		
Communication/Utilities Total	12.2	0.5	1.1
Generating & Processing	2.9		
Transmission	0.0		
Waste Processing	8.3		
Other	1.1		
Commercial-Retail Total	88.4	3.6	8.2
Gen. Repair & Maintenance	11.7		
Transportation Related	37.7		
Other	39.1		
Commercial-Services Total	72.1	3.0	6.9
Transient Lodging	6.0		
Other	66.1		
Institutional & Government Total	164.0	6.7	15.3
Education	1.3		
Administration			
Cemeteries			
Other	162.7		
Outdoor Recreation Total	47.0	1.9	4.4
Total Developed Area	1,072.2	44.1	100.0
Woodlands	571.3		
Other Open Lands	373.1		
Vacant, Unused Land	40.0		
Water	374.6		
Cropland/Pasture	0.0		
Agriculture & Undeveloped Total	1,359.0	55.9	
Total Area	2,431.2	100.0	

Source: Dane County Regional Planning Commission

**Cooperative Boundary Plan
Socioeconomic Changes Based on
2000 Census Data for Town of Madison, City of Fitchburg and City of Madison**

Territory	Town of Madison Total	City of Fitchburg			City of Madison		
		Existing Total	From Town		Existing Total	From Town	
			#	%		#	%
Total Persons	7,005	20,501	1,439	100.0%	208,054	5,566	100.0%
Male Total	3,807	10,633	758	52.7%	102,248	3,049	54.8%
Female Total	3,198	9,868	681	47.3%	105,806	2,517	45.2%
Age							
0 to 17 years	1,308	4,899	349	24.3%	37,261	959	17.2%
18 to 34 years	3,365	6,695	720	50.0%	81,542	2,645	47.5%
35 to 54 years	1,681	6,513	291	20.2%	56,478	1,390	25.0%
55 years and over	651	2,394	79	5.5%	32,773	572	10.3%
Race							
White	4,344	16,849	653	45.4%	174,689	3,691	66.3%
Black	1,088	1,771	317	22.0%	12,155	771	13.9%
Native American	61	87	7	0.5%	759	54	1.0%
Asian	328	654	24	1.7%	12,065	304	5.5%
Pacific Islander	4	8	0	0.0%	77	4	0.1%
Other	834	626	348	24.2%	3,474	486	8.7%
Two or more races	346	506	90	6.3%	4,835	256	4.6%
Hispanic (all races)	1,455	1,329	530	36.8%	8,512	925	16.6%
Hispanic White	465	540	137	9.5%	4,180	328	5.9%
Minority (1)	3,126	4,192	923	64.1%	37,545	2,203	39.6%
Median Income in 1999 (2)							
Household	\$29,766	\$50,433	\$22,480 (3)		\$41,941	\$29,766 (4)	
Family	\$37,518	\$64,106	\$17,930		\$59,840	\$37,518 (4)	

Source: 2000 Census of Population.

(1) The minority population is the total of the population of non-white races plus the Hispanic white population.

(2) The geography of the 2000 census block group sample data (SF3) do not match the geography of the town islands

(3) Does not include 4 households from adjoining block group with income of \$41,518.

(4) Estimated. The actual median is slightly above the value shown but cannot be determined precisely because of the

**Cooperative Boundary Plan
Household Changes Based on
2000 Census Data for Town of Madison, City of Fitchburg and City of Madison**

Territory	Town of Madison		City of Fitchburg				City of Madison			
	Total	%	Existing Total	From Town	%	% Δ	Existing Total	From Town	%	% Δ
Total Housing Units	3,466		8,604	664	100.0%	7.7%	92,394	2,802	100.0%	3.0%
Occupied Units	3,152		8,262	609	91.7%	7.4%	89,019	2,543	90.8%	2.9%
Owner Occupied	754		3,738	58	8.7%	1.6%	42,496	696	24.8%	1.6%
Renter Occupied	2,398		4,524	551	83.0%	12.2%	46,523	1,847	65.9%	4.0%
Vacant Units	314		342	55	8.3%	16.1%	3,375	259	9.2%	7.7%
Total Households	3,152		8,262	609	100.0%	7.4%	89,019	2,543	100.0%	2.9%
1 -Person Households	1,319		2,317	217	35.6%	9.4%	31,441	1,102	43.3%	3.5%
Male Householder	721		1,099	110	18.1%	10.0%	13,962	611	24.0%	4.4%
Female Householder	598		1,218	107	17.6%	8.8%	17,479	491	19.3%	2.8%
2 -or-more Person Households	1,833		5,945	392	64.4%	6.6%	57,578	1,441	56.7%	2.5%
Family Households	1,243		4,821	279	45.8%	5.8%	42,458	964	37.9%	2.3%
Married-Couple Family	714		3,736	115	18.9%	3.1%	32,953	599	23.6%	1.8%
With Own Children Under 18 Years	320		1,860	60	9.9%	3.2%	13,988	260	10.2%	1.9%
No Own Children Under 18 Years	394		1,876	55	9.0%	2.9%	18,965	339	13.3%	1.8%
Other Family	529		1,085	164	26.9%	15.1%	9,505	365	14.4%	3.8%
Male Householder, No Wife Present	173		321	44	7.2%	13.7%	2,562	129	5.1%	5.0%
With Own Children Under 18 Years	60		164	12	2.0%	7.3%	1,231	48	1.9%	3.9%
No Own Children Under 18 Years	113		157	32	5.3%	20.4%	1,331	81	3.2%	6.1%
Female Householder, No Husband Present	356		764	120	19.7%	15.7%	6,943	236	9.3%	3.4%
With Own Children Under 18 Years	257		563	105	17.2%	18.7%	4,451	152	6.0%	3.4%
No Own Children Under 18 Years	99		201	15	2.5%	7.5%	2,492	84	3.3%	3.4%
Non-Family Households	590		1,124	113	18.6%	10.1%	15,120	477	18.8%	3.2%
Male Householder	336		629	61	10.0%	9.7%	7,830	275	10.8%	3.5%
Female Householder	254		495	52	8.5%	10.5%	7,290	202	7.9%	2.8%

Source: 2000 Census of Population.

**ACREAGE AND ASSESSED VALUE CHANGES FOR THE TOWN OF MADISON,
CITY OF FITCHBURG, CITY OF MADISON**

	Town of Madison Attached to the City of Madison		Town of Madison Attached to the City of Fitchburg		City of Madison Jurisdiction Attached to the City of Fitchburg	
	Number	Percent	Number	Percent	Number	Percent
Total Assessed Value	\$214,638,000	100.0%	\$31,767,200	100.0%	\$3,300	100.0%
Total Land Value	\$54,389,500	25.3%	\$8,784,500	27.6%	\$3,300	100.0%
Total Improvement Value	\$160,248,500	74.7%	\$22,982,700	72.4%	\$0	0.0%
Size (acres)	2209.6		212.5		206.2	

Source: Assessment Date: Dane County Land Information Office – Information provided August 2002. Census Demographics: United States Census Bureau – April 1, 2000

Staff Participation in South Madison Organizations							
South Park Partners	South Metropolitan Planning Council	Lead: Hickory Hune	General South Madison area	Ongoing	Improved communications between public and private sectors working to improve South Madison.	No direct cost to city.	No. City of Madison staff member serves on community-based committee.
Anti-Drug Coalition	Office of Community Services	Lead: Lorri Wendorf Mary O'Donnell	General South Madison area with specific focus on Baird, Fisher, Taft, Buick and Bram streets.	Ongoing	Improved neighborhood feelings of cohesion, decreased alienation and rebelliousness of youth, decreased drug /alcohol use and abuse.	Federal Drug Free Community Support Grant. Total grant is \$75,000/yr with approximately \$22,000 going to South Madison area.	Yes, but not appointed by Mayor.
South Neighborhood Resource Staff Team	Mayor's Office	Liaison: Jule Stroick Team Members: Monica Host, Co-Team Ld Mary O'Donnell, Co-Team Ld Tom Adamowicz Mary Charnitz Jeanne Pien Lori Wendorf	Greater South Madison area, including: Arbor Hills, Bay Creek, Bram's Addition, Broadway-Lakepoint, Burr Oaks, Capitol View Heights, Highland Manor, Indian Springs, Moorland-Rimrock, and Waunona neighborhoods.	Ongoing	Improve delivery of city services.	No direct cost to city.	No.

¹ Prepared by Jule Stroick, Department of Planning & Development, Planning Unit

Planning Activity	Lead Agency	City Staff Team	Planning Boundary (Describe boundary)	Timeline (Start to Estimated Completion Date)	End product (Describe)	Cost (Total Cost and Total City Cost, if different)	Appointed Citizen-Based Committee (Yes/No and Describe the committee structure)
St. Mary's Facilities Plan				Start: End:			
Project for Public Places	Project for Public Places in coordination with WDOT	Lead: Susan Fox, WisDOT	Park Street Corridor from Regent Street to W. Beltline	Start: August 2002 End: August 2002	Conference workshop report	N.A.	N.A.
Greenbush Neighborhood Plan	NPG Funding award to complete neighborhood plan.	Lead: Jule Strock Schreiber-Anderson contracted by neighborhood group to complete mid-range plan.	Includes Park Street frontage from S. Park Street to Hayward Avenue.	Start: June 2002 End: June 2003	Mid-range neighborhood plan	\$7,500/\$7,500	No. However, resident steering committee has been established to guide the planning process.

Planning Activity	Lead Agency	City Staff Team	Planning Boundary (Describe boundary)	Timeline (Start to Estimated Completion Date)	End product (Describe)	Cost (Total Cost and Total City Cost, if different)	Appointed Citizen-Based Committee (Yes/No and Describe the committee structure)
Weed and Seed: South Madison	Office of Community Services	Lead: Lorri Wendorf	Bram's Addition defined as W. Wingra; S. Park St.; Buick St.; Third Ave/City limit on East. Bridge Lake Point defined as W. Broadway; Fayette; Lake Monona; Metropolitan Cypress Magnolia defined as Fish Hatchery; W. Badger; Cypress Way; Ridgewood Way	Start: January 2003 End: September 2007	Stronger citizen participation in neighborhood initiatives, citizen action, reduced crime/drugs/gangs.	Total Weed and Seed is \$225,000/yr for 4 years; \$175,000/for the first year. Portion allocated to South Madison piece not yet determined. Part of larger target area.	Yes. Weed and Seed Oversight Committee with Citizen Advisory Board.
Badger-Ann-Park Street Redevelopment District Committee	Alders, with staff team	Lead: Hickory Hume	Buick and Ridgeway Street on the north; S. Park Street on the east; W. Beltline of the south; and Fish Hatchery Road on the west.	Start: December 2002 End: February 2003	Implementation strategy for capital projects related to development	To be determined	Oversight committee of alders, neighborhood reps, business
Other Jurisdictions							
2001 BUILD: Town of Madison	Town of Madison with county funds. Prepared by Vandewalle & Associates.		Specific key sites, including parcels along S. Park Street.	Start: Fall 2001 End: Summer 2002	Identification of potential redevelopment sites and proposed land uses	N.A.	No.
Neighborhood Revitalization Strategy Area Plan: Town of Madison	Town of Madison with County CDBG funds. Plan prepared by Planning & Design Institute, Inc.		Town of Madison, in area of Park Street	Start: ? End: Spring 2001		N.A.	No. Two public meetings were conducted during the planning process.
Other Significant Plans and/or Planning Activities							

Planning Activity	Lead Agency	City Staff Team	Planning Boundary (Describe boundary)	Timeline (Start to Estimated Completion Date)	End product (Describe)	Cost (Total Cost and Total City Cost, if different)	Appointed Citizen-Based Committee (Yes/No and Describe the committee structure)
2002 BUILD Program: Madison Labor Temple	Planning Unit	Lead: Julie Strotz	Intersection of S. Park Street and W. Wingra Drive with focus on Madison Labor, US Post Office, Army Reserve site and environs	Start: February 2003 End: June 2003	Analysis of existing conditions, prepare general and detailed concept plans, access market and financial feasibility.	\$35,000/\$7,000 (obligation of grant award. Match monies will be privately raised).	Yes.
Neighborhood Traffic Management Program: Lakeside Street	Traffic Engineering	Lead: Dan McCormick	Lakeside Street (near Franklin Elementary School)	Start: Spring 2002 End: Fall 2002	Traffic Management Plan for slowing down motor vehicle speed along portion of Lakeside Street.	\$15,000/\$15,000	No. Bay Creek Neighborhood Association will submit project.
Lincoln Elementary School-Traffic Management	Traffic Engineering	Lead: Tom Walsh	Cypress Way from Badger Road to Sequoia Trail	Start: November 2002 End: June 2003	Traffic islands, cross-walk designations	\$22,000 (10% of city funding)	No.
Pedestrian/Bicycle Overpass at Beltline	WisDOT District 1	Lead: City Engineering	Beltline Overpass at Perry Street	Start: 2003 (Preliminary Engineering) End: 2006 (construction)	Pedestrian/Bicycle Overpass	No cost to City. Approximate project cost \$1M	No committees involved at this time

Planning Activity	Lead Agency	City Staff Team	Planning Boundary (Describe boundary)	Timeline (Start to Estimated Completion Date)	End product (Describe)	Cost (Total City Cost, if different)	Appointed Citizen-Based Committee (Yes/No and Describe the committee structure)
Park Street Revitalization: An Inventory of the Corridor	UW-Madison Department of Urban & Regional Planning		Park Street corridor from Lake Mendota to W. Badger Road	Start: January 2002 End: May 2002	An inventory of transportation, businesses, parks and open spaces resources. Includes assessment of visual quality.	N.A.	No.
Current							
CDBG Concentration Neighborhood Planning Process: South Madison	Planning Unit	Lead: Jule Stronck Archie Nicolette Project Team: Nancy Dungan Lori Wendorf Others	CT 13 and 14.01	Start: September 2001 End: February 2003	Mid-range neighborhood plan	\$50,000 in CDBG administrative funding (plus additional personnel cost for city staff to complete planning process beyond interdepartmental contract). Anticipated 2004-2009 City capital funding.	Yes. Nine individuals representing neighborhood associations or other key stakeholders.
CDBG Concentration Neighborhood Planning Process: Implementation	CDBG Office	Lead: Nancy Dungan	CT 13 and 14.01	Start: February 2003 End: June 2003	Implementation of eligible projects recommended in Neighborhood Plan	\$152,000 eligible funding for plan implementation	Same as above
Neighborhood Planning Grant: Urban Design Guidelines	Planning Unit	Lead: Bob Gutzman	Park Street corridor from Lake Mendota to W. Badger Road	Start: June 2002 End: June 2003	General Urban Design Guidelines, Specific Guidelines for Key Properties	\$20,000/\$10,000	No. Grant guidelines require at least 7-member project team with majority of members residing in project area.

South Madison Planning Activities
Prepared by Department of Planning & Development, Planning Unit
Revised January 6, 2003

Planning Activity	Lead Agency	City Staff Team	Planning Boundary (Describe boundary)	Timeline (Start to Estimated Completion Date)	End product (Describe)	Cost (Total Cost and Total City Cost, if different)	Appointed Citizen-Based Committee (Yes/No and Describe the committee structure)
Recently Completed							
Park Street Revitalization: Possibilities to Reality	SMPC (sponsored the CitiVision study)	Lead: Project Team Member: Bob Gutzman	Park Street corridor from Lake Mendota to W. Badger Road	Started January 2001?? Ended: February 2002	Opportunity Analysis and visioning exercise	City provided 1/2 of funding through the Planning Council	SMPC, formed a special oversight group
Park Street Work Group	CDBG Office	Lead: Hickory Hunie Project Team: Archie Nicolette	Capital projects along Park Street	Started December 2001 Ended: April 2002	Recommendations for capital budget project enhancements to mesh with Park Street Revitalization: Possibilities to Reality report	Staff time for 5 meetings	No. Took capital budget and SMPC product to look at enhancements
Penn Park Plan	Parks Division	Lead: St Widstrand Bill Bauer Tom Maglio Project Team: Upfront public meeting planning with Jule Strock	Penn Park (Corner of Fisher and Dane Streets)	Start: Summer 2001 End: Summer 2002	Park improvement projects: color coding basketball and tennis courts; relocation of playground area; installation of accessible paths; minor shelter repairs; and marking of grass athletic track.	Parks Division received \$35,000 grant from American Planning Association.	No. Conducted two public meetings to solicit input as well as interviewed various neighborhood-based organizations.

01/20/2000 10:10:00 TAA 0007/007

RESOLUTION _____

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT
AMONG THE
TOWN OF MADISON, CITY OF MADISON, AND CITY OF FITCHBURG
AND INITIATION OF A COOPERATIVE BOUNDARY AGREEMENT

WHEREAS, the Town of Madison, City of Madison, and City of Fitchburg 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 Town Chairperson and Town Clerk be and are hereby authorized to execute the intergovernmental agreement among the Town of Madison, City of Madison, and City of Fitchburg, 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.

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

Adopted this 4th ^{November} day of October, 2002.

By: 

James A. Campbell, Chairperson

Attest:


Donna Meier, Town Clerk

Attachment: Exhibit 1

Mayor Mark Vivian
Introduced by

City Attorney
Prepared by

DIRECT REFERRED
Referred to

October 22, 2002
Date

RESOLUTION R-80-02

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT AMONG
THE TOWN OF MADISON, CITY OF MADISON AND CITY OF FITCHBURG AND
INITIATION OF A COOPERATIVE BOUNDARY AGREEMENT**

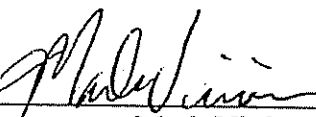
WHEREAS, the Town of Madison, City of Madison and City of Fitchburg have negotiated an intergovernmental agreement, which is attached hereto as Exhibit 1, regarding boundary changes and other urban growth and delivery of municipal service issues, pursuant to an approved cooperative plan under Sec. 66.0307, 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 the intergovernmental agreement among the Town of Madison, City of Madison and City of Fitchburg, 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 City Attorney.

BE IT FURTHER RESOLVED that the Common Council of the City of Fitchburg hereby authorizes the City 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 City of Madison Attorney to schedule and notice a joint public hearing on the proposed plan under sub. (4)(b), thereof.

Adopted this 22nd day of October, 2002.

BY: 
Mark Vivian, Mayor

ATTEST: 
Karen A. Peters, City Clerk

Approved: 10/23/02

land owners and competing municipalities than any planned vision for the future delivery of municipal services.

The proposed intergovernmental agreement would stop annexations under the existing model within the Town of Madison for 20 years. All future annexations by the City of Madison would be limited to areas north of the predetermined future boundary line. Correspondingly, Fitchburg annexations would be limited to Town areas south of the line. With the exception of those specific early annexations described above, any further annexations would also require the approval of all property owners affected and the Town Board. As a result, it is unlikely that substantial additional annexations would occur prior to the dissolution of the town government.

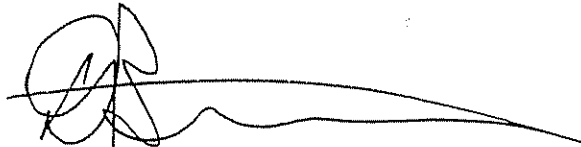
Eventual Dissolution of Town Jurisdiction

At the end of the protected period, all areas remaining within the jurisdiction of the town would be allocated between the City of Madison and the City of Fitchburg based on the predetermined boundary line. The assets and liabilities of the Town would be allocated by mutual agreement of the Cities and consistent with state statute. Generally, the statutes call for this allocation to be based on the proportion of taxable property value assigned to each jurisdiction. As part of the agreement, Fitchburg would retain the right to assign the current Town Hall property, fire protection and EMS related assets to its share.

It is impossible to predict the net value of Town assets in 20 years. Today, the Town of Madison maintains a positive fund balance, has a reasonable debt level and appears to demonstrate appropriate budgetary compliance. Municipal governments tend to be relatively stable when compared to many other business entities and are seldom subject to dramatic changes in business volume. Given the many limitations placed on local government finances by state laws designed to protect citizens from fiscal mismanagement, it is not surprising that municipal governments seldom fail financially. The proposed agreement contains language specifying that the Town shall exercise its governmental authority to "assure that the Town's finances are in reasonable condition for transfer to the Cities." Yet there is always a risk that Town finances could deteriorate significantly during the 20-year protected period anticipated in the proposed agreement. If that were to happen, the Cities of Madison and Fitchburg would assume proportional responsibility for any net deficit. This potential for assuming liabilities of the Town may be the greatest financial risk associated with this agreement, yet the Cities would likely face similar responsibilities if the Town's financial condition would deteriorate during this same period without an agreement.

The proposed agreement also establishes a "job continuity" provision for Town employees in the form of a defined severance benefit. Any employee not hired by one of the Cities at the end of the protected period would be entitled to a severance benefit based on years of employment with the Town. The benefit ranges from a maximum of one year's pay for employees with 15 years of service down to 3 months pay for employees with less than 5 years but more than 6 months of service. This provision provides the Cities with a limited obligation for employee compensation which can be apportioned along with all other assets and liabilities.

It is difficult to estimate what proportion of the net assets of the Town would ultimately be allocated to Madison and to Fitchburg, because of the likely growth in property values in the areas destined for allocation. Of the Town's \$246,400,230 total assessed real estate value today, \$214,638,000 or approximately 87% is located north of the eventual boundary line. This would represent the City's share of net assets if Town assets were divided under the terms of the agreement today. Excluding the \$30,000,000 of value that could be included in the immediate annexations and possible early TID-RD annexations, the City share would drop to 85%. Significant property developments in the Town could alter that allocation ratio materially during a 20-year period.

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a long horizontal line extending to the right.

assessed value of these properties is roughly \$15,000,000. By agreement, the City of Madison would be limited to two such early TID-RD annexations during the 20-year protected period.

The City would be likely to utilize this provision of the agreement only if a suitable, specific redevelopment opportunity is identified in the future. While any taxes associated with the initial or base property value would be returned to the Town, the City could potentially realize additional taxes and other revenues as a result of redevelopment projects in the annexed area. An evaluation of the fiscal consequences of any such annexation could be accomplished in the future, prior to making the decision to proceed.

Lands Transferred to Fitchburg

Another immediate land transfer affecting the City of Madison would be the attachment of 158 acres of property currently within the City of Madison to the City of Fitchburg. Located west of Highway 14 and east of the former Chicago and Northwestern rail line, this area was originally purchased by the City of Madison during the 1960's for public use. It was subsequently divided into two parcels. The 127-acre portion north of McCoy Road was deeded to Dane County during the 1980's and constitutes part of the Nine Springs E-Way. This low land is generally considered unsuitable for development and would be expected to remain as publicly owned open space in perpetuity, regardless of the local jurisdiction. All of this land is located inside the mapped environmental corridor.

A second 31-acre parcel is located South of McCoy Road and owned by the City of Madison. Under the terms of the intergovernmental agreement, ownership of this property would be transferred to the City of Fitchburg at no cost. A portion of this partially wooded site is higher in elevation and is potentially suitable for development. The parcel is inside the Urban Service Area Boundary, but not currently served by municipal sewer and water. Approximately half of the parcel is in the mapped environmental corridor.

Because both of these parcels are in public ownership, no current tax revenue would be lost to the City of Madison as a result of these transfers. However, the potential future development value of the property would be forgone.

Permanent Madison Water Service to Fitchburg

Today, the Madison Water Utility provides water service to a 40 acre developed area along Rimrock Road within the City of Fitchburg. Under the terms of a conditional annexation agreement dating to 1995, if Fitchburg fails to extend its own water service to this area by the end of 2004, the development will be automatically annexed to the City of Madison. Fitchburg has begun the planning to complete its own water system extension to serve the area, and it is expected that the work would be completed in a timely fashion, thus voiding the potential annexation of this property to Madison.

The intergovernmental agreement contains provisions that would allow for the existing service structure to continue in perpetuity. The property in question would remain within the City of Fitchburg and the Madison Water Utility service area. This arrangement is similar to other existing service exchange agreements with bordering municipalities. It removes the incentive for Fitchburg to complete an immediate water service extension through other undeveloped areas to serve this location, but has no budgetary impact on the City of Madison or the Madison Water Utility.

Annexation Potential During Protected Period

Generally, existing annexation laws allow cities to annex contiguous unincorporated areas upon the approval of a majority of the property owners within the area to be annexed. This environment has, of course, contributed to the piecemeal progress of municipal boundary extensions throughout the state, particularly in places where the unincorporated land has already been developed, as in the Town of Madison. The pace of that progress is often more dependent upon the financial interests of individual

included in the pending Genesis annexation petition. Because of the relatively small size of the parcel and the expectation that all of the right-of way in this immediate area would remain the responsibility of the Town, no significant additional service costs are anticipated to serve this site.

When the Town of Madison ceases operation, the Genesis property would be detached from the City of Madison and attached to the City of Fitchburg. During the succeeding 20 year period, Fitchburg would make an annual payment to Madison based on any outstanding balance still due on the \$575,000 CDBG loan provided to the Genesis development earlier this year. The maximum annual payment the City could receive at that time would be approximately \$5,000 per year, and the present value of this potential future income stream is nominal.

Mortenson - Located south of the Beltline and North of the Arbor Hills neighborhood, this group of commercial properties primarily owned by Mortenson Investment Group is the subject of a pending annexation petition and comprises roughly 18 acres with an assessed value of nearly \$13,000,000. Using the City's projected tax rate, that value would generate approximately \$107,000 of local property taxes annually.

This additional revenue would initially be offset by a provision in the agreement which sets forth a revenue sharing payment from the City of Madison to the Town, beginning in the year that taxes are first paid to the City and continuing for a maximum of 14 years. As specified in the agreement, the annual payment would be equal to the property taxes collected by the Town for 2002. While that amount is yet to be determined, it would be fixed at \$114,000 per year based on the Town's 2001 local tax rate of 8.78 mills and a value of \$13,000,000. Future increases in property tax above the contracted amount resulting from property revaluation, increased tax rates or additional development would accrue to the City.

It is anticipated that responsibility for the care of certain portions of the street right-of-way abutting the Mortenson properties would be transferred from the Town to the City. Consequently, the City would incur some modest additional operating costs associated with the maintenance of streets, lighting and signage.

Arboretum - The intergovernmental agreement also calls for the annexation of Arboretum property owned by the UW Board of Regents from the Town to the City of Madison. This transfer would occur upon approval of the agreement by the State of Wisconsin, a process which is not expected to be completed before the middle of 2003 at the earliest. Because this property is exempt from property tax, no additional tax revenue would accrue to the City, although a modest increase in the Payment for Municipal Services revenue based on the value of State owned buildings located within the Arboretum could be expected. All residential properties located adjacent to and within the Arboretum would remain in the Town. Consequently, all costs to serve these residences and the associated right-of-way would remain the responsibility of Town government. Responsibility for right-of-way maintenance and public safety response within the University portion of the Arboretum has yet to be determined, although Arboretum drive is considered an "institutional road" and is generally within the control and responsibility of the University. The City would assume responsibility for some additional right-of-way abutting the Arboretum along Fish Hatchery Road from Wingra Drive to Carver Street, and the related operating cost for signage and street lighting would accrue to the City.

Early TID-RD Annexations

The agreement also provides for the possibility of additional annexations prior to the end of the protected period for specific redevelopment purposes, called "Early TID-RD Annexations." These annexations could occur in conjunction with the creation of either a tax incremental financing district or redevelopment district that includes Town territory and would require a revenue sharing payment from the City to the Town. The required payment would be equal to the amount of taxes lost by the Town as a result of the annexation and would continue for a total of ten years. This redevelopment annexation idea had been discussed in the context of two possible general redevelopment proposals including one in the area of the Mortenson properties and another in the vicinity of South Park Street and Badger Road. The total current

CITY OF MADISON, WISCONSIN

<hr/>		PRESENTED _____
REPORT OF:	City Comptroller	REFERRED _____
TITLE:	Fiscal Note for Resolution ID# 32734 Regarding an Intergovernmental Agreement Between The City of Madison, Town of Madison and City of Fitchburg	REREFERRED _____
		REPORTED BACK _____
AUTHOR:	Dean Brasser, City Comptroller	ADOPTED _____ POF _____
DATED:	October 21, 2002	RULES SUSPENDED _____
		ID NUMBER <u>32734</u>

TO THE MAYOR AND COMMON COUNCIL:

The proposed intergovernmental agreement between the City of Madison, Town of Madison and City of Fitchburg contains provisions that would have potentially significant fiscal and budgetary implications for all three governmental units. The agreement establishes a boundary line between Madison and Fitchburg and restricts all future annexations to each city's respective side of that line. The agreement also establishes a "protected period" of up to 20 years during which only limited annexation of Town property could occur. At the end of this period, Town property would be divided between the Cities of Madison and Fitchburg, and the Town of Madison government would cease operations.

Specific annexations and property transfers would occur within the next year, and the likely budgetary impact of these changes can be quantified at this time. Two additional annexations of Town territory to the City of Madison, linked to redevelopment opportunities, would be allowed within the next several years. Other early annexations would be allowed only with Town Board approval, but the most dramatic jurisdictional transfers contained in the agreement would not occur for perhaps 20 years. While it is impossible to predict the financial consequences of those future events with certainty, we can identify several provisions in the agreement that help define how the Town government's financial responsibilities would be distributed.

Immediate Annexations

Several parcels of property currently located in the Town would be annexed to the City of Madison immediately, or upon approval of the agreement by the State of Wisconsin as provided for in statutes. The agreement commits the City of Fitchburg and the Town of Madison to not object to these annexations. All of the affected properties are commercial or institutional in nature and do not include private residential development. These parcels can be divided into three groups: the Genesis property, the Mortenson properties and the Arboretum property. Each group brings with it a different set of fiscal considerations.

Genesis - Located south of the Beltline Highway between Highway 14 and Rimrock Road, this 3.13 acre site had an assessed value of \$1,913,000 in the Town of Madison on January 1, 2001. This parcel would be subject to immediate annexation to the City of Madison under a pending annexation petition. Based on the projected 2002 City tax rate of 8.25 mills, this property would generate City taxes of approximately \$16,000 per year. Additional development is currently progressing on the site. All surrounding properties would remain in the Town of Madison until 2022, including two parcels of private property that are

effective as if all signatures appeared on the same original.

19. Non-Discrimination

In the performance of the services under the 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 on the Agreement because of race, religion, color, age, disability, sex, or national origin.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk be and are hereby authorized to execute an intergovernmental agreement among the Town of Madison, City of Madison and City of Fitchburg containing the terms and conditions stated above, 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 the City 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 City of Fitchburg Administrator to schedule and notice a joint public hearing on the proposed plan under sub. (4)(b), thereof.

This is to certify that the foregoing resolution
was adopted by the Common Council of the
City of Madison, Wisconsin at a meeting held

on the 5th day of November, 20 02



City Clerk

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

14. Remedies

In addition to other remedies provided in the Agreement,

- A. Any party may seek specific performance of the 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.

15. Term

The term of the Agreement shall commence when approved by the governing bodies of the parties and executed by the authorized representatives of the parties and shall terminate at 11:59 p.m. on October 30, 2022.

16. Entire Agreement

The 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 the Agreement. The 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 any party.

17. Authority

Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to authorize the Agreement. Attached are copies of the resolutions of the governing bodies of all parties, authorizing the Agreement. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.

18. Counterparts

The Agreement may be signed in counterparts which, when taken together, shall be

- E. The Town and the Cities agree that a party's failure to comply with paragraphs A or C in this section 8 will do substantial harm to the other parties, 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 any party breaches paragraphs A or C of this section 8, that party shall be liable to each of the other parties in the amount of \$250,000 liquidated damages or its actual damages, whichever is greater. The breaching party shall also be liable to the other parties for their actual attorney fees and costs to enforce this provision.

9. Ultimate Division of Town Assets and Liabilities

Town assets and liabilities shall be divided between the Cities at the end of the Protected Period as they mutually agree. If they do not agree, the assets and liabilities shall be divided consistent with the provisions of Wis. Stat. § 66.0235, as may be equitably adjusted to take account of early annexations and revenue sharing. Notwithstanding the foregoing, the Cities agree that the division of assets and liabilities shall, upon Fitchburg's election, assign to Fitchburg ownership of the current Town Hall property and all assets integral to fire protection and EMS operations.

10. Disputes Settled by Arbitration

Except as to liquidated damages under paragraph E of section 8, disputes over compliance with the Agreement shall be resolved by binding arbitration. Mediation may be used prior to arbitration if all parties agree.

11. Binding Effect

The Agreement shall bind, and accrue to the benefit of, all successors of the parties, whether one or more. Except as to the rights of owners of land currently in the Town as expressly set forth herein, the 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.

12. Recording

The parties shall cause a notice of the Agreement to be recorded in the office of the Register of Deeds.

13. Challenge to Agreement

- A. All parties waive all rights to challenge the validity or enforceability of the Agreement or any of its provisions or to challenge any actions taken pursuant to or in accordance with the Agreement.
- B. In the event of a court action by a third party challenging the validity or enforceability of the Agreement or any of its provisions, all parties shall fully cooperate to vigorously defend the Agreement.

shall be entitled to a lump sum severance payment according to the following schedule:

Duration of Town Employment	Amount of Severance Payment
Less than 6 months	none
More than 6 months, less than 5 years	3 months' pay
More than 5 years, less than 10 years	6 months' pay
More than 10 years, less than 15 years	9 months' pay
15 years or more	1 year's pay

The amount of pay for the above purpose shall not exceed the level of pay for comparable positions in either City.

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

This severance benefit is the joint obligation of both Cities, and shall be paid by one or both Cities, not the Town. The Cities may share the cost between them as they mutually agree. Such cost sharing shall be taken into account in the division of assets and liabilities under paragraph 9 below.

8. Good Faith Cooperation; Conversion to State-Approved Boundary Plan

- A. The Town and the Cities shall cooperate in good faith to implement the Agreement, and may enter further agreements to facilitate a smooth transition at the end of the Protected Period. The Town and the Cities agree that they shall not hinder the performance and implementation of the Agreement in any way and that they will not oppose the 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 the Agreement or otherwise.
- B. The Town and Cities agree to pursue further cooperative agreements that will qualify each of them for additional shared revenues.
- C. Town and the Cities shall use their best efforts to secure timely State approval of the Agreement under the provisions of Wis. Stat. § 66.0307. Reference in this Agreement to "annexation" includes summary attachment procedures as part of a State-approved cooperative boundary plan.
- D. Provisions of the Agreement that take effect upon State approval, shall take effect after State approval and appeals, if any.

4. Town Retains Governmental Authority

Except as otherwise mutually agreed, the Town retains full and independent governmental authority throughout the Protected Period. The Town shall exercise that 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 Cities at the end of the Protected Period.

5. Joint Land Use Decisions

During the Protected Period, the following land use decisions will be made jointly by the Town and the City designated to take over the area in question:

- (1) Extraterritorial zoning (ETZ) shall be established. During the Protected Period, decisions shall be made by a joint committee that has three Town members and three City members. (There shall be two such committees: one for the area north of the Line and another for the area south of the Line.) Initially, ETZ shall be established conditionally, to take effect upon State approval of this Agreement.
- (2) Land division authority shall be exercised jointly by the Town and the Cities through their use of extraterritorial jurisdiction (Madison for the area north of the Line; Fitchburg for the area south of the Line.)

6. Public Transportation and Public Improvements

During the Protected Period, the Town and the Cities agree to maintain support for the Madison Metropolitan Transit System in equitable proportions.

The Town and the Cities agree that in levying special assessments for public improvements caused by a new development or redevelopment, they may credit benefitted properties for special assessments previously levied against such properties for improvement components of the same type.

The Town and the Cities agree that for any street lying partly in two or three of their jurisdictions, or for any street that under the Agreement shall eventually be within another jurisdiction, they shall not rename such street if the renaming is opposed in writing by three-fourths or more of the owners of property abutting on the street segment proposed for renaming.

7. Job Continuity for Town Employees

The Town and the Cities shall cooperate to provide job security and job continuity for Town employees. In the absence of some other mutual Agreement, Town employees shall have job security in the form of a severance benefit. Any person who is a Town employee at the end of the Protected Period, and who is not offered suitable employment by either of the Cities on terms at least equivalent to those provided by the Town job.

Protected Period, Genesis is detached from the City of Madison and attached to the City of Fitchburg, and beginning August 15 after the end of the Protected Period, and for twenty years thereafter, the City of Fitchburg shall pay the City of Madison a Property Tax Payment in the amount as follows:

The outstanding and remaining portion of the \$575,000 CDBG Loan, divided by 1,000 and then multiplied by 8.78.

- (2) Arboretum lands currently in the Town and owned by the University of Wisconsin Board of Regents shall be annexed to the City of Madison effective upon State approval of the Agreement. This annexation shall not include the Beltline right-of-way.
- (3) Property within a pending annexation petition by Mortenson Investment Group shall be annexed to the City of Madison effective upon adoption of the annexation ordinance, subject to a tolling agreement to be signed by the Parties, and a reservation of rights of all parties otherwise, enabling the Town and City of Fitchburg to challenge the validity of the annexation judicially, in the event that State approval of the Agreement is not obtained. The City of Madison shall make a revenue-sharing payment to the Town annually, beginning in the year when local taxes are first paid to the City, continuing through and including 2017, but not beyond the Protected Period. The annual amount shall be equal to the local taxes on the property in 2002. Payments are due in two equal installments: the first due on February 15, and the second due on August 15.
- (4) Upon State approval of the Agreement, the E-Way conservancy land in the Nine Springs Area, adjacent and along Highway 14, north to Highway 14 and south to Clayton Road (as depicted in Exhibit A) shall become a part of the City of Fitchburg by detachment from the City of Madison; the 31-acre parcel in the E-Way owned by the City of Madison between McCoy Road and Clayton Road shall be conveyed by warranty deed to the City of Fitchburg. Separate from State approval, the City of Madison agrees to adopt, concurrent with its approval of this Agreement, such ordinances and resolutions to accomplish the following:
 - a. Extend interim, temporary public water service to Fitchburg to the Rimrock Property until December 1, 2005, and extend Fitchburg's obligation to complete construction of its own water supply to the Rimrock Property until November 30, 2005, or such later dates as shall provide Fitchburg two full years' notice to meet its construction obligation;
 - b. Void Ordinance No. 11,291, upon State approval of this Agreement; and
 - c. Amend Madison General Ordinance Section 13.16 to include the Rimrock Property in the Madison service area effective upon State approval of this Agreement.

3. Early Annexations

- A. The general rule is no Early Annexations except upon approval of: (1) all property owners affected; and (2) the Town Board.
- B. A limited exception to this general rule is created for the potential creation of a tax incremental financing or redevelopment district, or both (Early TID-RD Annexation).
- C. Either the City of Madison or the City of Fitchburg shall be entitled to an Early TID-RD Annexation if the following conditions are met:
 - 1. The City has conducted the necessary blight studies and prepared a complete TID or redevelopment plan that includes some territory in the Town. The Early TID or RD attachment may consist of multiple parcels, which need not be contiguous, and shall include no more Town territory than is included in the prepared plan which is consistent with applicable law. The City shall proceed expeditiously with the statutory plan approval process and implementation of the TID or RD upon annexation of the Town territory.
 - 2. The City agrees to provide revenue sharing payments to the Town to compensate the Town for lost local tax revenues. The Town shall keep 100% of the local government share of tax revenues for the year of the Early TID or RD annexation. The City shall pay the Town that same amount annually for nine subsequent years, but not beyond the Protected Period. Payments are due in two equal installments: the first due on February 15, and the second due on August 15. The amount and schedule of revenue sharing payments may be modified by mutual agreement.
 - 3. If the Cities and the Town do not agree on whether these conditions have been met, the affected City or the Town may submit the matter to binding arbitration. In that case, the annexation shall not occur unless and until the arbitrator determines that the conditions have been met. The arbitrator shall be directed to decide the matter expeditiously.
 - 4. The City of Madison may employ an Early TID or RD Annexation no more than twice, and the City of Fitchburg no more than once, during the Protected Period.

D. Four Additional Early Transfers of Jurisdiction

- (1) Property that is owned by Genesis and the Fountain of Life Church, which is within a pending annexation petition, shall be annexed to the City of Madison, effective upon adoption of the annexation ordinance, and shall include only those parcels, pursuant to agreement of the parties, provided the Town and City of Fitchburg agree not to challenge the validity of the annexation on the basis that the annexed property is not contiguous to the City of Madison or that it includes less property than described in the annexation petition, but the Town and Cities preserve their rights otherwise. Regarding the Genesis property, at the end of the

of Madison to annex the Town in its entirety and a petition by the City of Fitchburg (presented at the Town's request) to annex those portions of the Town contiguous to Fitchburg. Fitchburg's petition is pending in Dane County circuit court. These developments and others render the Town's long-term future uncertain.

- C. While facing the prospect of further disputes and protracted litigation, the parties have explored a boundary agreement that would determine the Town's future with certainty, put an end to disputes and litigation over Town territory, and establish a basis for future intergovernmental cooperation.
- D. The Town and the Cities desire to provide for an orderly transition of Town territory from town to city government, preserve the Town's financial integrity while it remains a town, and establish long-term rational boundaries between the City of Fitchburg and the City of Madison that reasonably satisfy each city's goals.
- E. To attain the objectives of the Town and the Cities, and to provide for their mutual peace and cooperation that will be beneficial to citizens in all three communities, the Town of Madison, the City of Fitchburg, and the City of Madison desire to enter into this intergovernmental Agreement.

AGREEMENT

Therefore, in accordance with the authority granted them under Wisconsin statutes and for their mutual benefit and in the public interest, the Parties agree as follows:

1. Town Protected for a Period of 20 Years

A "Protected Period" is established for the Town:

The Town remains a town for 20 years. Town territory remains intact, except as provided below. There will be no annexations or other jurisdictional boundary changes of the Town during the Protected Period unless: (1) approved by all property owners affected; and (2) approved by the Town board and by the common council of the annexing City. The Town and the Cities may shorten the Protected Period by mutual agreement.

2. Future Boundary

- A. A future boundary is established (the "Line"). The Line is depicted and described on Exhibit A, attached.
- B. At the end of the Protected Period, Town territory north of the Line becomes part of the City of Madison, and Town territory south of the Line becomes part of the City of Fitchburg. Except as provided in paragraph 3(d)(3) below, if there are any mutually agreed annexations before the end of the Protected Period ("Early Annexations"), lands north of the Line may be annexed only by the City of Madison. Lands south of the Line may be annexed only by the City of Fitchburg. Territory in an Early Annexation need not be contiguous to the annexing City (It will become contiguous at the end of the Protected Period.)

Agenda Item No. _____
Copy Mailed to Alderpersons

City of Madison, Wisconsin

A RESOLUTION _____

authorizing the Mayor and City Clerk to execute an intergovernmental agreement among the City of Madison, the Town of Madison and the City of Fitchburg 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.

Presented October 15, 2002 "TITLE"
Referred Plan Commission, Board of
Estimates

Rereferred Plan Comm. Board of Estimates, CC Mtg 11-5 (1
Reported Back October 29, 2002 OCT 25 2002
Adopted X POF NOV 05
Rules Susp. _____ Tabled _____
Public Hrg. _____

APPROVAL OF FISCAL NOTE BY THE
COMPTROLLER'S OFFICE IS NEEDED

Approved by: _____

Drafted by: James M. Voss
Assistant City Attorney

Comptroller's Office

Date: October 14, 2002

RESOLUTION NO. 59879
ID NO. 32734

Fiscal Note: See Report of Comptroller

SPONSOR(S): Mayor Bauman, Alds. Tim Bruer
Gary Poulson, and Matt Sloan

WHEREAS, the Town of Madison, City of Madison and City of Fitchburg have negotiated an intergovernmental agreement as follows:

INTERGOVERNMENTAL AGREEMENT AMONG
TOWN OF MADISON, CITY OF MADISON AND CITY OF FITCHBURG

The parties to this Agreement are the Town of Madison, the City of Fitchburg, and the City of Madison, all located in Dane County, Wisconsin.

RECITALS

- A. The Town of Madison and the City of Madison have a long history of boundary disputes, including a dispute over whether the Town should continue to exist as a separate governmental entity.
- B. Recent developments in this history of disputes include a State budget bill proposal for the City

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

Village of Belleville
Sanitary/Sewer District
24 W. Main Street
Belleville, WI 53508

Village of Brooklyn
Sanitary/Sewer District
102 N. Rutland Avenue
Brooklyn, WI 53521

Village of Cottage Grove
Sanitary/Sewer District
P.O. Box 156
Cottage Grove, WI 53527

Village of Cross Plains
Sanitary/Sewer District
2417 Brewery Road
Cross Plains, WI 53528

Village of Dane
Sanitary/Sewer District
P.O. Box 168
Dane, WI 53529

Village of DeForest
Sanitary/Sewer District
P.O. Box 510
DeForest, WI 53532

Village of Marshall
Sanitary/Sewer District
130 S. Pardee Box 45
Marshall, WI 53559

Village of McFarland
Sanitary/Sewer District
P.O. Box 110
McFarland, WI 53558

Village of Mt. Horeb
Sanitary/Sewer District
138 E. Main Street
Mt. Horeb, WI 53572

Village of Oregon
Sanitary/Sewer District
117 Spring Street
Oregon, WI 53575

Village of Shorewood Hills
Sanitary/Sewer District
810 Shorewood Blvd.
Madison, WI 53705

Town of Dunn
Sanitary/Sewer District
4156 CTH B
McFarland, WI 53558

Village of Maple Bluff
Sanitary/Sewer District
18 Oxford Place
Madison, WI 53704

Village of Waunakee
Sanitary/Sewer District
P.O. Box 100
Waunakee, WI 53597

Town of Berry
Sanitary/Sewer District
9046 State Road 19
Mazomanie, WI 53560

Town of Blooming Grove Sanitary District
#10
Attn: Verlene Hendrix
1880 South Stoughton Road
Madison, WI 53716

Town of Bristol
Sanitary/Sewer District
6479 CTH N
Sun Prairie, WI 53590

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

Town of Cottage Grove
Sanitary/Sewer District
4058 CTH N
Cottage Grove, WI 53527

Town of Cross Plains
Sanitary/Sewer District
4204 CTH P
Cross Plains, WI 53528

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

Town of Dunn Sanitary District #3
Attn: John Lorimer
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

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

Town of Oregon
Sanitary/Sewer District
1138 Union Road
Oregon, WI 53575

City of Middleton Sanitary/Sewer District
7426 Hubbard Avenue
Middleton, WI 53562

City of Fitchburg Sanitary District
Attn: Paul Woodward
5520 Lacy Road
Fitchburg, WI 53711

City of Verona
Sanitary/Sewer District
P.O. Box 930188
Verona, WI 53593

City of Monona
Sanitary/Sewer District
5211 Schluter Road
Monona, WI 53716

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

Town of Montrose
Sanitary/Sewer District
642 Fritz Road
Belleville, WI 53508

Town of Rutland
Sanitary/Sewer District
4177 Old Stage Road
Brooklyn, WI 53521

Town of Springdale
Sanitary/Sewer District
2379 Town Hall Road
Mt. Horeb, WI 53572

Town of Springfield
Sanitary/Sewer District
6157 CTH P
Dane, WI 53529

Town of Sun Prairie
Sanitary/Sewer District
5556 Twin Lake Road
Marshall, WI 53559

City of Sun Prairie
Sanitary/Sewer District
300 E. Main Street
Sun Prairie, WI 53590

Town of Verona
Sanitary/Sewer District
335 Nine N. Mound Road
Verona, WI 53593

Town of Vienna Sanitary District #1
Attn: Robert Pulvermacher
5270 Norway Grove Road
DeForest, WI 53532

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

Town of Westport
Sanitary/Sewer District
5387 Mary Lake Road
Waunakee, WI 53597

Village of Brooklyn
Attn: Carol French
102 N. Rutland Avenue
Brooklyn, WI 53521

Village of Cottage Grove
Attn: Rebecca A. Reilly, 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 DeForest
Carol Millard, Clerk
306 DeForest Street
DeForest, WI 53532

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

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

Village of McFarland
Attn: Don Peterson,
Administrator/Clerk/Treasurer
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
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: Julie Hell, Clerk
500 W. Main Street
Waunakee, WI 53597

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

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

Town of Bristol
Attn: Kay Ringelstetter
7747 CTH N
Sun Prairie, WI 53590

Town of Cottage Grove
Attn: Penny Ericson, 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 L. 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
7555 W. Old Sauk Road
Verona, WI 53593

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

Town of Oregon
Attn: Ruth Klehn
1138 Union Road
Oregon, WI 53575

Town of Rutland
Attn: Dawn George
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
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

Kegonsa Sanitary District
Attn: Cindy Lehr/Tedwin Arnold
3220 Aalseth Lane
Stoughton, WI 53589-3208

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

Department of Transportation, District 1
Attn: Michael Rewey
P.O. Box 7910
Madison, WI 53707-7910

Wisconsin Dept. of Natural Res.
Great Lakes and Watershed Planning Section
Attn: Mr. Charles R. Ledin, Chief
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 Regional Planning Commission
Attn: Mr. William Lane, Director
30 West Millin Street, Suite 402
Madison, WI 53703-2558

Dane County Zoning and Natural Resources
Committee
Room 116, City-County Building
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3342

Belleville School District
Attn: Randy Freese, Administrator
625 West Church Street
Belleville, WI 53508

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

DeForest Area School District
Attn: 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: David Schuler, Administrator
P.O. Box 76
Marshall, WI 53559

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

Middleton-Cross Plains School District
Attn: William Reis, Superintendent
7106 South Avenue
Middleton, WI 53562

Monona Grove School District
Attn: Gary Schumacher, Superintendent
5301 Monona Drive
Monona, WI 53716

Mount Horeb Area School District
Attn: Dr. Wayne R. Anderson, Superintendent
P.O. Box 87
Mt. Horeb, WI 53572

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

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

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

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

Wauunakee Community School District
Attn: Gene Hamel, Superintendent
101 School Drive
Wauunakee, WI 53597

Madison Area Technical College
Attn: Beverly Simone, President
3550 Anderson Street
Madison, WI 53704

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

City of Madison Engineering
Attn: Larry Nelson
210 M.L.K. Jr. Blvd., Room 115
Madison, WI 53703

Dane County Clerk
Attn: Joseph T. Parisi
Room 112, City-County Building
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3342

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

City of Monona
Attn: David L. Berner, Clerk/Deputy
Treasurer
5211 Schluter Road
Monona, WI 53716-2598

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

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

Village of Belleville
Attn: Kathleen Bainbridge
24 W. Main Street
Belleville, WI 53508

Annex Agreement



Town of Madison

2120 Fish Hatchery Road • Madison, Wisconsin 53713-1289

General Business Office: (608) 210-7260

Fax: (608) 210-7235 • (608) 210-7236

November 8, 2002

TO ALL ADDRESSEES ON ATTACHMENT 1:

PLEASE TAKE NOTICE, pursuant to § 66.0307(4)(a), Wis. Stats., that the Town of Madison Town Board adopted a resolution at its regular meeting on November 4, 2002. Attached for your reference is a copy of the resolution authorizing the Town Chairperson and Town Clerk to execute an intergovernmental agreement among the City of Madison, the Town of Madison and the City of Fitchburg 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 Town of Madison in the preparation of the cooperative plan for public hearing and submittal to the Wisconsin Department of Administration for approval.

No action on your part is required at this time. Should the parties specified in the resolution prepare a Cooperative Plan which includes a boundary adjustment, you will have an opportunity to submit comments at a notified joint public hearing 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 Attorney Richard Yde at (608) 259-2639, or Attorney Richard Nordeng at (608) 259-2612.

Sincerely,

Donna Meier
Town Clerk

RF:jmv

Enclosures Attachment 1
Resolution

AFFIDAVIT OF D. RICHARD ROSE, P.E.

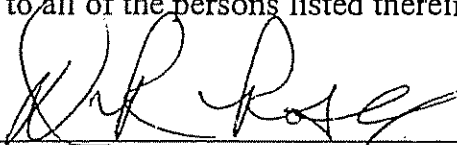
STATE OF WISCONSIN

COUNTY OF DANE

I, D. Richard Rose, P.E., being first duly sworn, state as follows:


1. I am the Public Works Director for the Town of Madison, Dane County, Wisconsin.

2. Attached hereto is a true and correct copy of the Notice of Initiation of a Cooperative Boundary Agreement I mailed to all of the persons listed therein.



D. Richard Rose, P.E.

Subscribed and sworn to before me
this 31 day of January, 2003.



Notary Public, State of Wisconsin
My commission expires is permanent.

TOWN OF BLOOMING GROVE SD #10
ATTN: VERLENE HENDRIX
1880 S STOUGHTON ROAD
MADISON WI 53716

TOWN OF WINDSOR/OAK SPRINGS SD
ATTN: PETER BYFIELD
4534 SOUTH HILL COURT
DEFOREST WI 53532

VILLAGE OF DANE
SANITARY/SEWER DISTRICT
PO BOX 168
DANE WI 53529

MORRISONVILLE SD #1
ATTN: KITTY REPAS
PO BOX 97
MORRISONVILLE WI 53571

CITY OF SUN PRAIRIE
SANITARY/SEWER DISTRICT
300 E MAIN STREET
SUN PRAIRIE WI 53590

VILLAGE OF BELLEVILLE
SANITARY/SEWER DISTRICT
24 W MAIN STREET
BELLEVILLE WI 53508

VILLAGE OF BROOKLYN
SANITARY/SEWER DISTRICT
102 N RUTLAND AVENUE
BROOKLYN WI 53521

VILLAGE OF CROSS PLAINS
SANITARY/SEWER DISTRICT
2417 BREWERY ROAD
CROSS PLAINS WI 53528

VILLAGE OF MARSHALL
SANITARY/SEWER DISTRICT
130 D PARDEE BOX 45
MARSHALL WI 53559

VILLAGE OF MT HOREB
SANITARY/SEWER DISTRICT
138 E MAIN STREET
MT HOREB WI 53572

VILLAGE OF OREGON
SANITARY/SEWER DISTRICT
117 SPRING STREET
OREGON WI 53575

TOWN OF BERRY
SANITARY/SEWER DISTRICT
9046 STATE ROAD 19
MAZOMANIE WI 53560

TOWN OF BRISTOL
SANITARY/SEWER DISTRICT
6479 CTH N
SUN PRAIRIE WI 53590

TOWN OF COTTAGE GROVE
SANITARY/SEWER DISTRICT
4058 CTH N
COTTAGE GROVE WI 53527

TOWN OF CROSS PLAINS
SANITARY/SEWER DISTRICT
4204 CTH P
CROSS PLAINS WI 53528

TOWN OF MONTROSE
SANITARY/SEWER DISTRICT
642 FRITZ ROAD
BELLEVILLE WI 53508

TOWN OF OREGON
SANITARY/SEWER DISTRICT
1138 UNION ROAD
OREGON WI 53575

TOWN OF RUTLAND
SANITARY/SEWER DISTRICT
4177 OLD STAGE ROAD
BROOKLYN WI 53521

TOWN OF SPRING DALE
SANITARY/SEWER DISTRICT
2379 TOWN HALL ROAD
MT HOREB WI 53572

TOWN OF SPRINGFIELD
SANITARY/SEWER DISTRICT
6157 CTH P
DANE WI 53529

TOWN OF SUN PRAIRIE
SANITARY/SEWER DISTRICT
5556 TWIN LAKE ROAD
MARSHALL WI 53559

TOWN OF DUNN SD#1
ATTN: DANIEL PALTZ
3022 WAUBESA AVENUE
MADISON WI 53711

TOWN OF DUNN SD #3
ATTN: JOHN LORIMER
PO BOX 104
MCFARLAND WI 53558

TOWN OF DUNN SD #4
ATTN: JOHN ONG
4725 NORA LANE
MADISON WI 53711

TOWN OF DUNN - KEGONSA SD
ATTN: ROBERT OVERBAUGH
PO BOX 486
STOUGHTON WI 53589

TOWN OF MIDDLETON SD #5
ATTN: JIM MUELLER
7555 OLD SAUK ROAD
VERONA WI 53593

PLEASANT SPRINGS SD #1
ATTN: LANCE QUALE
2083 WILLIAMS DRIVE
STOUGHTON WI 53589

KEGONSA SD
ATTN: CINDY LEHR/EDWIN ARNOLD
3220 AALSETH LANE
STOUGHTON WI 53589-3208

CITY OF FITCHBURG
ATTN: PAUL WOODARD
5520 LACY ROAD
FITCHBURG WI 53711

CITY OF MADISON ENG.
ATTN: LARRY NELSON
210 MLK BLVD ROOM 115
MADISON WI 53709

CITY OF MIDDLETON
SANITARY/SEWER DISTRICT
7426 HUBBARD AVENUE
MIDDLETON WI 53562

CITY OF MONONA
SANITARY/SEWER DISTRICT
5211 SCHLUTER ROAD
MONONA WI 53716

CITY OF VERONA
SANITARY/SEWER DISTRICT
PO BOX 930188
VERONA WI 53593

VILLAGE OF COTTAGE GROVE
SANITARY/SEWER DISTRICT
PO BOX 156
COTTAGE GROVE WI 53527

VILLAGE OF DEFOREST
SANITARY/SEWER DISTRICT
PO BOX 510
DEFOREST WI 53532

VILLAGE OF MAPLE BLUFF
SANITARY/SEWER DISTRICT
18 OXFORD PLACE
MADISON WI 53704

VILLAGE OF MCFARLAND
SANITARY/SEWER DISTRICT
PO BOX 110
MCFARLAND WI 53558

VILLAGE OF SHOREWOOD HILLS
SANITARY/SEWER DISTRICT
810 SHOREWOOD BLVD
MADISON WI 53705

VILLAGE OF WAUNAKEE
SANITARY/SEWER DISTRICT
PO BOX 100
WAUNAKEE WI 53597

TOWN OF BURKE/TOKEN CREEK SD
ATTN: JANE HOEPKER
5365 REINER ROAD
MADISON WI 53718

TOWN OF DUNN
SANITARY/SEWER DISTRICT
4156 CTH B
MCFARLAND WI 53558

TOWN OF MADISON/OAK RIDGE SD
ATTN: DONNA MEIER
2120 FISH HATCHERY ROAD
MADISON WI 53713

TOWN OF VERONA
SANITARY/SEWER DISTRICT
335 NINE N MOUND ROAD
VERONA WI 53593

TOWN OF VIENNA SD NO. 1
ATTN: ROBERT PULVERMACHER
5270 NORWAY GROVE ROAD
DEFOREST WI 53532

TOWN OF WESTPORT
SANITARY/SEWER DISTRICT
5387 MARY LAKE ROAD
WAUNAKEE WI 53597

TOWN OF WINDSOR
SANITARY/SEWER DISTRICT
1084 MUELLER ROAD
DEFOREST WI 53532

TOWN OF WINDSOR SD NO. 1
ATTN: JEFF BARTOSIAK
PO BOX 473
WINDSOR WI 53598

TOWN OF WINDSOR SD NO. 3
ATTN: VERNON ROSKE
4542 STH 19
DEFOREST WI 53532

TOWN OF WINDSOR
SD NO. 2
084 MUELLER ROAD
DEFOREST WI 53532

WINDSOR - HIDDEN SPRINGS SD
ATTN: RAY SCHIELDS
PO BOX 231
DEFOREST WI 53532

LAKE WINDSOR SANITARY
DISTRICT
PO BOX 411
WINDSOR WI 53598

VILLAGE OF COTTAGE GROVE
ATTN: REBECCA REILLY
221 E COTTAGE GROVE ROAD
COTTAGE GROVE WI 53527

VILLAGE OF CROSS PLAINS
ATTN: JANET KLOCK
2417 BREWERY ROAD
CROSS PLAINS WI 53528

VILLAGE OF DEFOREST
ATTN: CAROL MILLARD
306 DEFOREST STREET
DEFOREST WI 53532

VILLAGE OF MAPLE BLUFF
ATTN: MARK BEHL
18 OXFORD PLACE
MADISON WI 53704

VILLAGE OF MARSHALL
ATTN: SUE PECK
130 D PARDEE BOX 45
MARSHALL WI 53559

VILLAGE OF MCFARLAND
ATTN: DON PETERSON
PO BOX 110
MCFARLAND WI 53558

VILLAGE OF MT HOREB
ATTN: CHERYL SUTTER
138 E MAIN STREET
MT HOREB WI 53572

VILLAGE OF OREGON
ATTN: GEORGIA JOHNSON
117 SPRING STREET
OREGON WI 53575

VILLAGE OF SHOREWOOD HILL
ATTN: JENNIFER ANDERSON
810 SHOREWOOD BLVD
MADISON WI 53705

VILLAGE OF WAUNAKEE
ATTN: JULEE HELT
500 W MAIN STREET
WAUNAKEE WI 53597

TOWN OF BERRY
ATTN: BRENDA KAL
9046 STATE ROAD 19
MAZOMANIE WI 53560

TOWN OF BLOOMING GROVE
ATTN: VERLENE HENDRIX
1880 S STOUGHTON ROAD
MADISON WI 53716

TOWN OF BRISTOL
ATTN: WILLIAM LIVINGSTON
6479 CTH N
SUN PRAIRIE WI 53590

TOWN OF COTTAGE GROVE
ATTN: PENNY ERICSON
4058 CTH N
COTTAGE GROVE WI 53527

TOWN OF CROSS PLAINS
ATTN: ANN WALDEN
4204 CTH P
CROSS PLAINS WI 53528

TOWN OF DUNN
ATTN: ROSALIND GAUSMAN
4156 CTH B
MCFARLAND WI 53558

TOWN OF MADISON
ATTN: DONNA MEIER
2120 FISH HATCHERY ROAD
MADISON WI 53713

TOWN OF MIDDLETON
ATTN: JIM MUELLER
7820 CARIBOU COURT
VERONA WI 53593

TOWN ON MONTROSE
ATTN: GARY FRITZ
642 FRITZ ROAD
BELLEVILLE WI 53508

TOWN OF OREGON
ATTN: RUTH KLAHN
1138 UNION ROAD
OREGON WI 53575

TOWN OF RUTLAND
ATTN: DAWN GEORGE
4177 OLD STAGE ROAD
BROOKLYN WI 53521

TOWN OF SPRING DALE
ATTN: VICKI ANDERSON
2379 TOWN HALL ROAD
MT HOREB WI 53572

TOWN OF SPRINGFIELD
ATTN: SHERRI ENDRES
6157 CTH P
DANE WI 53529

TOWN OF SUN PRAIRIE
ATTN: CLAUDIA QUICK
5556 TWIN LANE ROAD
MARSHALL WI 53559

TOWN OF VERONA
ATTN: ROSE JOHNSON
135 N NINE MOUND ROAD
VERONA WI 53593

TOWN OF VIENNA
ATTN: ROBERT PULVERMACHER
7161 CTH I
DEFOREST WI 53532

TOWN OF WESTPORT
ATTN: THOMAS WILSON
5387 MARY LAKE ROAD
WAUNAKEE WI 53597

TOWN OF WINDSOR
ATTN: CHERYL THEIS
084 MUELLER ROAD
DEFOREST WI 53532

MADISON METROPOLITAN SEWERAGE
DISTRICT
ATTN: GARY SACHS
1610 MOORLAND ROAD
MADISON WI 53713

WAUNONA SD #2
ATTN: TERRI WINANS
3325 THURBER AVENUE
MADISON WI 53714

WI DOA
MUNICIPAL BOUNDARY REVIEW
ATTN: GEORGE HALL
101 EAST WILSON STREET
MADISON WI 53702

WI DOATCP
ATTN: KEITH FOYE, CHIEF
PO BOX 8911
MADISON WI 53708-8911

WI DNR
Great Lakes and Watershed Planning Section
Attn: Charles Ledin, Chief
101 S Webster Street
Madison WI 53703

WI DOT
ATTN: MICHAEL REWEY
PO BOX 7910
MADISON WI 53707-7910

DANE COUNTY CLERK
ATTN: JOE PARISI
ROOM 112, CITY-COUNTY
210 MARTIN LUTHER KING
MADISON WI 53703-3342

DANE COUNTY REGIONAL PLANNING
COMMISSION
ATTN: WILLIAM LANE, DIRECTOR
217 S HAMILTON STREET
MADISON WI 53703

DANE COUNTY ZONING AND NATURAL
RESOURCES COMMITTEE
ROOM 116, CITY-COUNTY
210 MARTIN LUTHER KING
MADISON WI 53703

BELLEVILLE SCHOOL DISTRICT
ATTN: RANDY FREESE
625 WEST CHURCH STREET
BELLEVILLE WI 53508

DEERFIELD SCHOOL DISTRICT
ATTN: RUTHANN FABER
300 SIMONSON BLVD
DEERFIELD WI 53531

DEFOREST SCHOOL DISTRICT
ATTN: JOHN BALES
520 E HOLUM STREET
DEFOREST WI 53532

MADISON METROPOLITAN SCHOOL
DISTRICT
ATTN: ART RAINWATER
545 W DAYTON STREET
MADISON WI 53703

MARSHALL SCHOOL DISTRICT
ATTN: DAVID SCHULER
PO BOX 76
MARSHALL WI 53559

McFARLAND SCHOOL DISTRICT
ATTN: KENNETH BRITTINGHAM
5101 FARWELL STREET
McFARLAND WI 53558

MIDDLETON-CROSS PLAINS SCHOOL
DISTRICT
ATTN: WILLIAM REIS
7106 SOUTH AVENUE
MIDDLETON WI 53562

MONONA GROVE SCHOOL DISTRICT
ATTN: GARY SCHUMACHER
6301 MONONA DRIVE
MONONA WI 53716

MT HOREB SCHOOL DISTRICT
ATTN: WAYNE ANDERSON
PO BOX 87
MT HOREB WI 53572

OREGON SCHOOL DISTRICT
ATTN: LINDA BARROWS
200 N MAIN STREET
OREGON WI 53575

STOUGHTON SCHOOL DISTRICT
ATTN: MYRON PALOMBA
320 NORTH STREET
STOUGHTON WI 53589

SUN PRAIRIE SCHOOL DISTRICT
ATTN: TIM CULVER
501 S BIRD STREET
SUN PRAIRIE WI 53590

VERONA SCHOOL DISTRICT
ATTN: WILLIAM CONZEMIUS
700 N MAIN STREET
VERONA WI 53593

WAUNAKEE SCHOOL DISTRICT
ATTN: GENE HAMELE
101 SCHOOL DRIVE
WAUNAKEE WI 53597

WIATC
ATTN: BEVERLY SIMONE
3550 ANDERSON STREET
MADISON WI 53704

CITY OF FITCHBURG
ATTN: KAREN PETERS
5520 LACY ROAD
FITCBURG WI 53711

CITY OF MADISON
ATTN: RAY FISHER
ROOM 113 - CITY- COUNTY
210 MARTIN LUTHER KING
MADISON WI 53709

CITY OF MIDDLETON
ATTN: TIMOTHY STUDER
426 HUBBARD AVENUE
MIDDLETON WI 53562

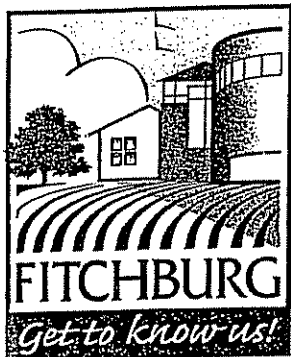
CITY OF MONONA
ATTN: DAVID BERNER
5211 SCHLUTER ROAD
MONONA WI 53716

CITY OF SUN PRAIRIE
ATTN: DIANE HERMANN-BROWN
300 E MAIN STREET
SUN PRAIRIE WI 53590

CITY OF VERONA
ATTN: JOANN WAINWRIGHT
PO BOX 930188
VERONA WI 53593

VILLAGE OF BELLEVILLE
ATTN: KATHLEEN BAINBRIDGE
24 W MAIN STREET
BELLEVILLE WI 53508

VILLAGE OF BROOKLYN
ATTN: CAROL FRENCH
102 N RUTLAND AVENUE
BROOKLYN WI 53521



RECEIVED-CITY OF MADISON
CLERKS OFFICE

Copy to City Attorney
CITY OF FITCHBURG

Administrative Offices

02 OCT 28 PM 1:04

5520 Lacy Road

Fitchburg, WI 53711-5318

Phone: (608) 270-4200 ■ Fax: (608) 270-4212

www.city.fitchburg.wi.us

October 25, 2002

To All Addressees on Attachment 1:

PLEASE TAKE NOTICE, pursuant to § 66.0307(4)(a), Wis. Stats. that the City of Fitchburg City Council unanimously adopted Resolution R-80-02, Resolution R-79-02 and Ordinance 2002-O-39 at its regular meeting on October 22, 2002. Attached hereto for your reference is a copy of Resolution R-80-02, which authorizes the Mayor and City Clerk to execute an Intergovernmental Agreement among the City of Fitchburg, the City of Madison and the Town of Madison regarding boundary changes and other urban growth and delivery of municipal service issues, pursuant to § 66.0307, Wis. Stats. and authorizes participation of the City of Fitchburg in the preparation of the Cooperative Plan for Public Hearing and submitted to the Wisconsin Department of Administration for approval.

Attached hereto for your reference is a copy of Resolution R-79-02 and Ordinance 2002-O-39, which relate to paragraph D(4) of said Intergovernmental Agreement regarding public water service provided to the Rimrock Road neighborhood and providing for the detachment of a portion of the City of Fitchburg pertaining to the Rimrock neighborhood.

No action on your part is required at this time. Should the parties specified in the Resolution agree to enter into a Cooperative Plan, which includes a boundary adjustment, you will have an opportunity to submit all comments at a notified public hearing and/or provide written comments.

If you have any questions about the Resolution authorizing the Intergovernmental Agreement or the Resolution and Ordinance relating to the Rimrock neighborhood, please contact either M. Elizabeth Winters or Michael R. Christopher at DeWitt Ross & Stevens S.C., 608-255-8891.

Sincerely,

Karen A. Peters
City Clerk

Enclosures: Certification Page
Attachment 1
Resolution R-80-02
Resolution R-79-02
Ordinance 2002-O-39
Intergovernmental Agreement



CITY OF FITCHBURG

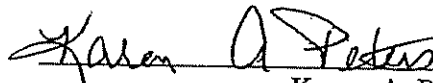
Administrative Offices

5520 Lacy Road
Fitchburg, WI 53711-5318

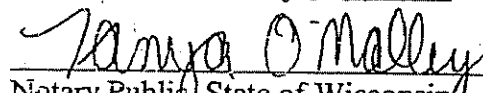
Phone: (608) 270-4200 ■ Fax: (608) 270-4212

www.city.fitchburg.wi.us

I, Karen A. Peters, City Clerk, City of Fitchburg, do hereby certify that on October 25, 2002, pursuant to State Statute 66.0307(4)(a), I did mail a copy of Resolution R-80-02 Resolution Authorizing Intergovernmental Agreement Among the Town of Madison, City of Madison and City of Fitchburg and Initiation of a Cooperative Boundary Agreement, Resolution R-79-02 Resolution Amending an Agreement which was Approved as a Part of Resolution R-65-95, "Resolution Authorizing Agreement with the City of Madison to Provide Temporary Public Water Service to the Rimrock Neighborhood", and Ordinance 2002-O-39 Ordinance Amending Ordinance 95-O-14, "An Ordinance Conditionally Providing for the Detachment of a Portion of the City of Fitchburg, Dane County, Wisconsin" Pertaining to the Rimrock Road Neighborhood, including an unsigned Intergovernmental Agreement and map to each of the addresses following on the next four pages.


Karen A. Peters
City Clerk

Subscribed and sworn before me this
25th day of October, 2002.


Notary Public, State of Wisconsin

My Commission Expires: May 21, 2006

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

Village of Belleville
Sanitary/Sewer District
24 W. Main Street
Belleville, WI 53508

Village of Brooklyn
Sanitary/Sewer District
102 N. Rutland Avenue
Brooklyn, WI 53521

Village of Cottage Grove
Sanitary/Sewer District
P.O. Box 156
Cottage Grove, WI 53527

Village of Cross Plains
Sanitary/Sewer District
2417 Brewery Road
Cross Plains, WI 53528

Village of Dane
Sanitary/Sewer District
P.O. Box 168
Dane, WI 53529

Village of DeForest
Sanitary/Sewer District
P.O. Box 510
DeForest, WI 53532

Village of Marshall
Sanitary/Sewer District
130 S. Pardee Box 45
Marshall, WI 53559

Village of McFarland
Sanitary/Sewer District
P.O. Box 110
McFarland, WI 53558

Village of Mt. Horeb
Sanitary/Sewer District
138 E. Main Street
Mt. Horeb, WI 53572

Village of Oregon
Sanitary/Sewer District
117 Spring Street
Oregon, WI 53575

Village of Shorewood Hills
Sanitary/Sewer District
810 Shorewood Blvd.
Madison, WI 53705

Town of Dunn
Sanitary/Sewer District
4156 CTH B
McFarland, WI 53558

Village of Maple Bluff
Sanitary/Sewer District
18 Oxford Place
Madison, WI 53704

Village of Waunakee
Sanitary/Sewer District
P.O. Box 100
Waunakee, WI 53597

Town of Berry
Sanitary/Sewer District
9046 State Road 19
Mazomanie, WI 53560

Town of Blooming Grove Sanitary District
#10
Attn: Verlene Hendrix
1880 South Stoughton Road
Madison, WI 53716

Town of Bristol
Sanitary/Sewer District
6479 CTH N
Sun Prairie, WI 53590

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

Town of Cottage Grove
Sanitary/Sewer District
4058 CTH N
Cottage Grove, WI 53527

Town of Cross Plains
Sanitary/Sewer District
4204 CTH P
Cross Plains, WI 53528

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

Town of Dunn Sanitary District #3
Attn: John Lorimer
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

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

Town of Oregon
Sanitary/Sewer District
1138 Union Road
Oregon, WI 53575

City of Middleton Sanitary/Sewer District
7426 Hubbard Avenue
Middleton, WI 53562

City of Fitchburg Sanitary District
Attn: Paul Woodward
5520 Lacy Road
Fitchburg, WI 53711

City of Verona
Sanitary/Sewer District
P.O. Box 930188
Verona, WI 53593

City of Monona
Sanitary/Sewer District
5211 Schluter Road
Monona, WI 53716

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

Town of Montrose
Sanitary/Sewer District
642 Fritz Road
Belleville, WI 53508

Town of Rutland
Sanitary/Sewer District
4177 Old Stage Road
Brooklyn, WI 53521

Town of Springdale
Sanitary/Sewer District
2379 Town Hall Road
Mt. Horeb, WI 53572

Town of Springfield
Sanitary/Sewer District
6157 CTH P
Dane, WI 53529

Town of Sun Prairie
Sanitary/Sewer District
5556 Twin Lake Road
Marshall, WI 53559

City of Sun Prairie
Sanitary/Sewer District
300 E. Main Street
Sun Prairie, WI 53590

Town of Verona
Sanitary/Sewer District
335 Nine N. Mound Road
Verona, WI 53593

Town of Vienna Sanitary District #1
Attn: Robert Pulvermacher
5270 Norway Grove Road
DeForest, WI 53532

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

Town of Westport
Sanitary/Sewer District
5387 Mary Lake Road
Waunakee, WI 53597

Village of Brooklyn
Attn: Carol French
102 N. Rutland Avenue
Brooklyn, WI 53521

Village of Cottage Grove
Attn: Rebecca A. Reilly, 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 DeForest
Carol Millard, Clerk
306 DeForest Street
DeForest, WI 53532

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

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

Village of McFarland
Attn: Don Peterson,
Administrator/Clerk/Treasurer
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
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
500 W. Main Street
Waunakee, WI 53597

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

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

Town of Bristol
Attn: Kay Ringelstetter
7747 CTH N
Sun Prairie, WI 53590

Town of Cottage Grove
Attn: Penny Ericson, 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 L. 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
7555 W. Old Sauk Road
Verona, WI 53593

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

Town of Oregon
Attn: Ruth Klahn
1138 Union Road
Oregon, WI 53575

Town of Rutland
Attn: Dawn George
1177 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
1556 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
1387 Mary Lake Road
Waunakee, WI 53597

Kegonsa Sanitary District
Attn: Cindy Lehr/Edwin Arnold
3220 Aalseth Lane
Stoughton, WI 53589-3208

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

ATTACHMENT 1

Department of Transportation, District 1
Attn: Michael Rewey
P.O. Box 7910
Madison, WI 53707-7910

Wisconsin Dept. of Natural Res.
Great Lakes and Watershed Planning Section
Attn: Mr. Charles R. Ledin, Chief
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 Regional Planning Commission
Attn: Mr. William Lane, Director
30 West Mifflin Street, Suite 402
Madison, WI 53703-2558

Dane County Zoning and Natural Resources
Committee
Room 116, City-County Building
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3342

Belleville School District
Attn: Randy Freese, Administrator
625 West Church Street
Belleville, WI 53508

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

DeForest Area School District
Attn: 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: David Schuler, Administrator
P.O. Box 76
Marshall, WI 53559

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

Middleton-Cross Plains School District
Attn: William Reis, Superintendent
7106 South Avenue
Middleton, WI 53562

Monona Grove School District
Attn: Gary Schumacher, Superintendent
5301 Monona Drive
Monona, WI 53716

Mount Horeb Area School District
Attn: Dr. Wayne R. Anderson, Superintendent
P.O. Box 87
Mt. Horeb, WI 53572

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

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

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

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

Waunakee Community School District
Attn: Gene Hamele, Superintendent
101 School Drive
Waunakee, WI 53597

Madison Area Technical College
Attn: Beverly Simone, President
3550 Anderson Street
Madison, WI 53704

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

City of Madison Engineering
Attn: Larry Nelson
210 MLK, Jr. Blvd., Room 115
Madison, WI 53703

Dane County Clerk
Attn: Joseph T. Parisi
Room 112, City-County Building
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3342

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

City of Monona
Attn: David L. Berner, Clerk/Deputy
Treasurer
5211 Schluter Road
Monona, WI 53716-2598

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 of Belleville
Attn: Kathleen Bainbridge
24 W. Main Street
Belleville, WI 53508



Department of Revenue
Office of the City Clerk

City-County Building, Room 103
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53709-0001
PH: 608 266 4601
TDD: 608 266 6573
FAX: 608 266 4666

November 8, 2002

TO ALL ADDRESSEES ON ATTACHMENT 1:

PLEASE TAKE NOTICE, pursuant to § 66.0307(4)(a), Wis. Stats., that the City of Madison Common Council adopted Resolution No. 59879, ID No. 32734, at its regular meeting on November 5, 2002. Attached hereto for your reference is a copy of said Resolution authorizing the Mayor and City Clerk to execute an intergovernmental agreement among the City of Madison, the Town of Madison and the City of Fitchburg 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.

No action on your part is required at this time. Should the parties specified in the Resolution prepare a Cooperative Plan which includes a boundary adjustment, you will have an opportunity to submit comments at a notified joint public hearing 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 City Attorney's Office--(608) 266-4511.

Sincerely,

Ray Fisher
City Clerk

RF:jmv

Enclosures Attachment 1
Resolution ID No. 32734

AFFIDAVIT OF MAILING

STATE OF WISCONSIN)
) ss.
 COUNTY OF DANE)

SUSAN KAY MAUTZ, being first duly sworn on oath, deposes and says that:

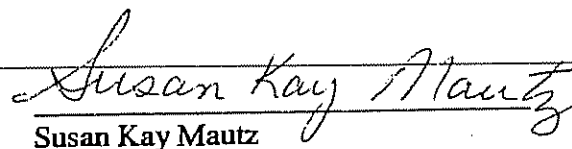
1. She is a Secretary in the Office of the City Attorney, City of Madison, Dane County, Wisconsin, and did on the 8th day of November, 2002, at approximately 3:30 p.m. in the afternoon, place in envelopes addressed to:

All Addressees listed on Attachment 1

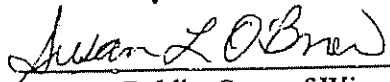
a true and correct copy of a Notice dated November 8, 2002 and Resolution, I.D. No. 32734 which are attached hereto.

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 Kay Mautz

Subscribed and sworn to before me
 this 8th day of November, 2002


 Notary Public, State of Wisconsin
 My Commission exp 3/6/05

STATE OF WISCONSIN

Dane County

ss.

NOTICE OF JOINT PUBLIC HEARING
REGARDING CITY OF MADISON, CITY OF
FITCHBURG, TOWN OF MADISON, PROPOSED
COOPERATIVE BOUNDARY PLAN

Notice is hereby given that the City of Madison, City of Fitchburg and Town of Madison will hold a joint public hearing ("Hearing") in the Exhibition Hall, at the Alliant Energy Center, 1919 Alliant Energy Center Way, Madison, Wisconsin, on Wednesday, March 5, 2003, at 6:00 p.m., regarding the proposed Cooperative Boundary Plan ("Plan") between the three municipalities. Free public parking will be available for the Hearing.

At the Hearing, all interested persons will be given an opportunity to be heard in support of or in opposition to the Plan, pursuant to Wis. Stat. § 66.0307.

This Plan may be viewed at all branches of the Madison Public Library and at the following locations during regular business hours:

City of Madison
City Clerk
Room 113, City County Building
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
City Department of Planning & Development
Room 11, 100 Municipal Building
215 Martin Luther King, Jr. Blvd.
Madison, WI 53703

City of Fitchburg
City Hall
City Clerk or Planning Department
5520 Lacy Road
Fitchburg, WI 53711

Town of Madison
Town Hall
2120 Fish Heichery Road
Madison, WI 53715

The Plan will also be available on the Internet at: <http://www.cityofmadison.com>. The Plan affects all of the Town of Madison: the Genesis property, McCoy Road and E-Way property located near McCoy Road in the City of Madison; and the Rimrock Road Neighborhood and Seminoles Highway right-of-way in the City of Fitchburg.

The Plan and related maps and exhibits will be available for inspection at the Alliant Energy Center (Exhibition Hall) beginning at 6:00 p.m. on March 5, 2003. The Hearing will begin at 6:30 p.m.

To allow all interested persons an opportunity to be heard during the Hearing, each person will be permitted to speak only once, for not more than three (3) minutes. Written comments will also be accepted at the Hearing. If you are unable to attend the Hearing and would like to submit comments in writing, please do so by delivering them to either of the City Clerks or addressing them to the Town of Madison Clerk at the address specified above no later than March 25, 2003.

If you need an interpreter, material in Braille, or other accommodations, please contact your respective City or Town Clerk. Please do so 48 hours prior to the Hearing, so that proper arrangements can be made.

Dated this 6th day of February, 2003.

Susan J.M. Beumen, City of Madison Mayor

Mark Vivian, City of Fitchburg Mayor

James A. Campbell, Town of Madison Chairperson

PUB. WISJ: February 12, 19 & 26, 2003
PUB. TCT: February 12, 19 & 26, 2003

Teresa L. Mason

being duly sworn, doth depose and say that he (she) is an authorized representative of The Wisconsin State Journal, a newspaper,

published 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

February 12, 2003

February 19, 2003

February 26, 2003

Jerena S. Mason

Principal Clerk

Subscribed and sworn to before me this 26th day of February, 2003.

Shelia A. Benish

Notary Public, Dane County, Wisconsin

My Commission expires June 18, 2006

unc

47772
196.46

STATE OF WISCONSIN } ss.
Dane County

**NOTICE OF JOINT PUBLIC HEARING
REGARDING CITY OF MADISON, CITY OF
FITCHBURG, TOWN OF MADISON PRO-
POSED COOPERATIVE BOUNDARY PLAN**

Notice is hereby given that the City of Madison, City of Fitchburg and Town of Madison will hold a joint public hearing (Hearing) in the Exhibit Hall at the Alliant Energy Center, 1919 Alliant Energy Center Way, Madison, Wisconsin, on Wednesday, March 5, 2003, at 6:00 p.m., regarding the proposed Cooperative Boundary Plan ("Plan") between the three municipalities. Free public participation will be available for the hearing.

At this hearing, all interested persons will be given an opportunity to be heard in support of or in opposition to the Plan pursuant to Wis. Stat. § 19.33(3).

The Plan may be viewed at all branches of the Madison Public Library and at the following locations during regular business hours:

- City of Madison
- City Clerk
- Room 118, City County Building
- 210 Martin Luther King Jr. Blvd.
- Madison, WI 53703
- City Department of Planning & Development
- Room 11500, Municipal Building
- 215 Martin Luther King Jr. Blvd.
- Madison, WI 53703
- City of Fitchburg
- City Hall
- City Clerk or Planning Department
- 6520 Lucy Road
- Fitchburg, WI 53711
- Town of Madison
- Town Hall
- 2120 First Hatchery Road
- Madison, WI 53713

The Plan will also be available on the Internet at: <http://www.cityofmadison.com>

The Plan affects all of the Town of Madison, the Genesis property, McCoy Road and the property located near McCoy Road in the City of Madison, and the Highway 1600, Neighborhood and Seminole Highway right-of-way in the City of Fitchburg.

The Plan and related maps and exhibits will be available for inspection at the Alliant Energy Center (Exhibit Hall) beginning at 6:00 p.m. on March 5, 2003. The hearing will begin at 6:00 p.m.

To allow all interested persons an opportunity to be heard during the hearing, each person will be permitted to speak only once for not more than three (3) minutes. Written comments will also be accepted at the hearing. If you are unable to attend the hearing and would like to submit comments in writing, please do so by delivering them to either of the City Clerks or the Town Clerk at the above specified addresses, for receipt no later than March 25, 2003.

If you need an interpreter, material in alternate formats or other accommodations, please contact your respective City or Town Clerk. Please do so 48 hours prior to the hearing, so that proper arrangements can be made.

Dated this 6th day of February, 2003.

Susan J.M. Bauman, City of Madison Mayor
Mark Vivlen, City of Fitchburg Mayor
James A. Campbell, Town of Madison Chairperson

PUB. WSJ: February 12, 19 and 26, 2003
PUB. TCT: February 12, 19 and 26, 2003
PUB. TCT: February 12, 19 and 26, 2003

Teresa L. Masonbeing duly sworn, both depose and say that he (she) is an authorized representative of The Capital Times, a newspaper, published 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

February 12, 2003
February 19, 2003
February 26, 2003

(Signed)
Principal Clerk (Title)
Subscribed and sworn to before me this day of
February 20 03
Shelie A. Bink
Notary Public, Dane County, Wisconsin
My Commission expires June 18 20 06

Exhibit 11

Attached as part of this Exhibit 11 are all comments received at the March 5, 2003 Joint Public Hearing on the Plan and copies of all written comments received by the Parties before or within 20 days after the Joint Public Hearing. The attachments are the following:

1. Transcript of Joint Public Hearing.
2. Comments of the Dane County Regional Planning Commission addressed to all Parties.
3. Comments by Dane County Zoning and Natural Resources Committee addressed to all Parties.
4. Written comments received at the Joint Public Hearing.
5. Written comments received by the Town.
6. Written comments of Adams Outdoor Advertising to all Parties.

The great majority of the comments support the Plan. The critical comments can generally be listed in one of the following categories with the response of the Plan drafters following:

1. Concerns about emergency services.
Emergency services are addressed in section 11 H of the Plan.
2. Regional mass transit, health and other services.
Regional service issues are addressed in sections 10 and 11 of the Plan.
3. Sewer and water in the Arboretum area.
Sewer and water generally, and particularly with respect to the Arboretum area, are addressed in section 11 A and B of the Plan.
4. Length of Plan period.
The length of the Plan period is addressed in section 6 of the Plan. It is the length of time the Parties were able to agree on, balancing the interests of all concerned. For those who want to annex earlier to the City of Madison, they apparently elected not to if they were able to earlier; and if they were not able to, the Plan facilitates their annexation to the City. Finally, the 20 year term is a maximum and can be reduced by agreement of the parties. In particular, as the 2020 census nears, the parties will certainly consider alternatives for establishing future electoral districts, which alternatives may include early dissolution of the Town.

6. Openness of Process.

The initial negotiations over the intergovernmental agreement that ultimately led to the Plan did not occur in open meetings of the governing bodies. As is usual for complex intergovernmental issues, the negotiations were initially conducted by representatives in meetings that did not even include members of the governing bodies. However, before the agreement was approved, each of the Parties held multiple open public meetings and hearings at which comments and opinions of the public and governing bodies were fully aired. All subsequent steps leading to the adoption of the Plan have been public and in full compliance with statutory requirements.

7. Adams Annexation to Fitchburg.

The Adams property is subject to condemnation for a public purpose as is any other property in the Town or the Cities; the Plan does not change that.

1 MR. RICHARD NORDENG: Good evening, everyone. Is
2 this on? There. Good evening. It's about 6:30 so we'll get
3 this public hearing under way.

4 I will start with a few introductory remarks in
5 which I will discuss the procedure for this public hearing
6 and I will also give a summary of the statutory procedures
7 that will be followed during the cooperative boundary plan
8 process as this is submitted to the State of Wisconsin, and
9 then we will proceed with comments.

10 The purpose of this hearing tonight is to receive
11 comments from the public about the proposed cooperative
12 boundary plan among the City of Madison, the City of
13 Fitchburg, and the Town of Madison.

14 Let me mention that my name is Richard Nordeng. I
15 will be

16 a sort of moderator of this hearing tonight. I have been
17 involved in the process of developing the proposed boundary
18 plan, and in particular, I am one of the attorneys who has
19 represented the Town of Madison during the negotiating
20 process and during the process of preparing a proposed
21 cooperative boundary plan.

22 Now the process that we will follow at this hearing
23 tonight to receive public comment is this: First of all, we
24 can receive oral comments and written comments at this
25 hearing. There are forms available that are just outside the

1 door, and there are also people in the room who have extra
2 copies of these forms, so if you'd like a form to make your
3 comments, just obtain one of those.

4 The form provides a place to put down written
5 comments. It also provides a place where you may indicate
6 whether you wish to speak, and any of those people who submit
7 a form and say they would like to speak, I will call upon
8 those people to come on up one by one, stand over here, and
9 speak by this microphone so you can be heard by all of us in
10 attendance, and you can make your statements for the
11 agreement, against the agreement, or perhaps you just have
12 some particular items that you would like to comment on,
13 about the agreement that you would like to comment on or you
14 think should be changed, whatever it may be.

15 Besides the comment period this evening, let me
16 mention about these comments now. You may, you'll speak and
17 we have indicated in advance that the time available to speak
18 for each speaker would be three minutes, and normally I think
19 people find that three minutes is longer than you might
20 expect, and it's enough time to say what comments you have.
21 If, however, you have more comments than you can get to in
22 three minutes of speaking, then I would suggest simply take
23 the written comment opportunity in addition to your
24 opportunity to speak here tonight. And written comments can
25 be accepted here at this hearing and they can also be

1 submitted after this hearing.

2 There is a 20-day period after today for the
3 receipt of written comments from the public, so there will be
4 a further opportunity to submit the written comments, and if
5 you have written comments to submit after this hearing, the
6 way to do that is to submit those comments to either the city
7 clerk in the City of Madison or the city clerk in the City of
8 Fitchburg or the town clerk in the Town of Madison. The
9 important thing to know is those comments must be received by
10 the clerk within 20 days of today's meeting, that is, no later
11 than March 25. So if you have written comments, make sure
12 those are in the hands of the appropriate clerk no later than
13 March 25.

14 When we've received all of the oral comments this
15 evening and all of the written comments that are available,
16 we'll wait to see if -- wait a short period if there are
17 additional people who show up and wish to comment, and then
18 when we're exhausted of people who want to comment tonight,
19 we will call the hearing to a close, and as I said, there will
20 still be the chance for written comments.

21 Let me summarize now very briefly what the
22 procedure is under Wisconsin Statutes concerning the
23 submission of a proposed cooperative boundary plan after
24 tonight's hearing. I've already mentioned that there is an
25 additional 20-day period for submitting written comments.

1 There is a 30-day period that begins with today's date
2 within which the citizens of any one of the three communities
3 involved can, if they so desire, circulate a petition to ask
4 for a referendum within their particular community on the
5 cooperative boundary plan.

6 And the referendum, in order for a referendum to be
7 held, the petition would have to be filed with the town
8 clerk if it's a petition for town residents, or one of the
9 city clerks if it's a petition within one of the cities,
10 within 30 days of today, and the petition would have to
11 include proper signatures from at least 10 percent of the
12 number of voters who voted in the last gubernatorial election
13 within whatever jurisdiction we're dealing with.

14 If there is such a petition filed and if a
15 referendum is held in one or more communities, that
16 referendum is advisory by statute. By law it is not what we
17 call a binding referendum in that it does not absolutely bind
18 what the governing bodies of these three communities may do,
19 but it would serve as advisory to them.

20 Now there's a 30-day period also beginning tonight
21 for that. There must be a waiting period before the governing
22 bodies of any of the communities may act upon the proposed
23 boundary plan. When these comments are received, and the
24 comment period would be over on March 25, all the comments
25 must be considered by all three governing bodies, and then

Header/Footer Line 2 of 7

Header/Footer Line 1 of 7

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1 they may decide to propose and make some modifications in

2 what is in the current plan based on the comments that have
3 been received. Then at some point, no sooner than 30 days
4 after today, the governing bodies can act on the proposed
5 plan which, as I said, might be modified based on comments
6 received.

7 Right now the dates, the anticipated dates, for
8 action by the three governing bodies would be April 7 for the
9 Town of Madison, and April 8 for the City of Fitchburg and for
10 the City of Madison. The final version of the boundary plan
11 may be, or of the cooperative plan, may be submitted to the
12 State of Wisconsin for its review no sooner than 60 days from
13 today. And then at that point, there is a State Department
14 of Administration review and they decide whether the plan
15 meets certain criteria.

16 There may or may not be a further hearing at that
17 level, at the state level, and in any case, the state
18 ultimately comes up with a decision in which they either
19 approve the plan as submitted or they may reject the plan or
20 they may indicate that the plan may be approved if certain
21 modifications are made. So that is the process that would be
22 followed after this evening's hearing. And I think at this
23 point it would be time to take the comments from those who
24 have registered to speak.

25 Once again I say if you want to speak, give oral

Header/Footer Line 2 of 7

Header/Footer Line 1 of 7

6

1 comments tonight, just fill out one of the forms so it can be
2 read off here, and I will call upon people to come up and give

3 their oral comments.

4 The first request I have for a speaker is from
5 Donna Turner.

6 MR. NORDENG: Donna, if you would simply state your
7 name and where you reside and you may go ahead and make your
8 statement.

9 DONNA TURNER: Again, my name is Donna Turner. My
10 husband, Duane, and I live at 2218 Martin Street, just a few
11 blocks from the Town of Madison Townhall. We are opposed to
12 this agreement. We have lived in the Town of Madison for
13 over 30 years as landowners, and very briefly, I will tell
14 you just a couple comments why we oppose this agreement.

15 For one thing, we had no part in it whatsoever.
16 It was a secret meeting that was held without our being aware
17 of what was being discussed. We were presented with the
18 agreement, I think it was October 22. There was no vote.
19 no possibility of the vote.

20 Another major concern of ours is that our area and
21 the surrounding area in the Town of Madison is a high crime
22 area. It is my understanding that in comparing it with other
23 areas in the state of Wisconsin, that the Town of Madison
24 rates way up there with high crime. We need the city. We
25 need the city of Madison. We've been looking forward to the

Header/Footer Line 2 of 7

Header/Footer Line 1 of 7

7

1 annexation for many years. We need not only their services
2 to protect our area, but also other services that they could
3 provide that the town has not been adequately addressing. Than

k

4 you.

5 MR. NORDENG: Thank you, Donna. The next slip that
6 I have for a speaker is Mr. David Slautterback.

7 MR. DAVID SLAUTTERBACK: I'm David Slautterback. I
8 live at 2609 Arboretum Drive in the Town of Madison. I'm
9 very much opposed to the process by which this negotiation
10 was developed. I feel that so much was done in secret before
11 we even began to hear about what decisions have been made
12 that it precluded an opportunity to engage the citizens of
13 the Town of Madison to be a part of the negotiation process.
14 Totally undemocratic situation. I've heard it explained by
15 the attorney that we had to do this in secret because it's so
16 difficult to negotiate in public. But I'm 76 years old. Sixty
17 years ago I learned that democracy was about that very thing,
18 that we were supposed to have an opportunity to express our
19 opinion when important decisions were to be made, so I'm
20 infuriated by that. I'm also -- It seems to me that we were
21 blackmailed by the City of Fitchburg and by the fact that
22 penalties were put in to the negotiations to prevent anybody
23 from effecting a change in the negotiating settlement. I
24 feel like I've been blackmailed from the beginning and here
25 until the end. Very hard for us to have any say in what's

Header/Footer Line 2 of 7

Header/Footer Line 1 of 7

8

1 going on. To cap insult to injury, 20 years, how can it be
2 that we have to wait 20 years? If you guys were so good at
3 making a decision and you wanted 40 years and now you settle
4 in 20 and you think you've done us a favor. I think it's

5 ridiculous, should be able to finish in two, three, four years
6 and still protect staff and still keep people from being,
7 keep staff people from being severely penalized by an early
8 settlement. So I don't know how, where we can go from here. I

9 intend to be present at the hearing that DOA, I trust, will
10 have and -- but by that time we're stuck with this situation
11 where there is a penalty if you change anything. I
12 suspect DOA can say if they will be responsive to us, that
13 they will say, they will accept it at certain modifications,
14 and that will mean you can't impose the penalties, but I am
15 not sure what the details will be with that respect. So I'm
16 hoping Paul Soglin wins and I hope he fights you guys to the
17 end. Thanks.

18 MR. NORDENG: Thank you, Mr. Slautterback. I have
19 another registration slip from Marilyn Slautterback who has
20 submitted some written comments, and with regard to the
21 portion of whether you wish to speak, it says maybe. So,
22 Marilyn Slautterback, do you wish to speak? All right.
23 Please come up.

24 MRS. MARILYN SLAUTTERBACK: I'm Marilyn Slautterback
25 and I live at 2609 Arboretum Drive. We've lived there

Header/Footer Line 2 of 7

Header/Footer Line 1 of 7

9

1 nearly 20 years. I too am concerned about the process
2 because others have dwelled on it and others will. I will
3 only say that I'm in agreement with that.

4 I'm also in agreement that the fact that the 20

5 years sound like a very, very long time, not because I'm so
6 old, but because it's just a long time to do what needs to be
7 done in an orderly manner. I would certainly want to protect
8 the employees of the Town of Madison, and I would like to
9 have everything done in an efficient and equitable way, but
10 20 years is just much too long.

11 The other question I just don't know the answer to
12 is whether the issue of water and sewer was addressed during
13 the negotiations. There are about -- and, Red, you can certain
14 help me with the numbers here -- but I think there are about 50

15 homes in the Arboretum-Marshall Parkway area that are on
16 water and sewer and some of those are 50 years old. When we
17 first moved there nearly 20 years ago, we were told that a
18 study has been completed and that everyone was advising that
19 that area be on sewer and water. It never happened, and it
20 doesn't seem to be on the agenda anymore, but I'd just like
21 to know whether it's included or it's not included. It
22 certainly ought to be included in any future planning. Thank
23 you very much.

24 MR. NORDENG: Thank you, Marilyn. I would mention
25 that you commented that 20 years seems like a long time and

Header/Footer Line 2 of 7

Header/Footer Line 1 of 7

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1 not just because of your age and maybe I'm different, but in
2 my case, as I've gotten older, 20 years seems like a shorter
3 and shorter time. When I was 20 I thought 20 years was a
4 long time. Now it seems like it's shorter. But your point

citydepobaker.txt
5 was well stated. Thank you.

6 Now I have another slip but that person did not
7 indicate a desire to speak, and at this time, I do not have
8 any other slips from individuals who have indicated a desire
9 to make oral comments this evening.

10 So if there are some others who are here right now
11 that would like to make oral comments this evening, please
12 fill out a slip, and we'll have that brought up so we can do
13 that, and I think that we will also wait a short while here
14 to see if anyone else arrives and wishes to make oral
15 comments, and then if we don't have any additional oral
16 comments within the next ten minutes or so, we would be
17 concluded, so we'll just wait a short while here and if there
18 are any present who will want to make oral comments, get your
19 slips up here, and we'll see if anyone arrives within the
20 next ten minutes or so.

21 I will just remind you one more time you may also
22 make your written comments this evening or, as I said earlier,
23 in writing to one of the clerks within 20 days after today.

24 (A ten-minute recess was held.)

25 MR. NORDENG: We have waited nearly ten minutes, just

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Header/Footer Line 1 of 7

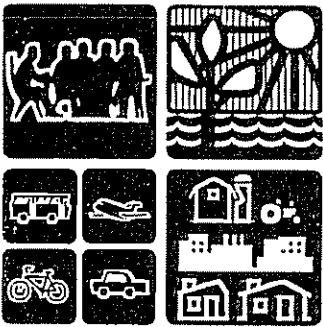
11

1 about 7:00 p.m. I have not received any additional requests
2 to speak, so unless there are any further requests to speak
3 that are forthcoming momentarily, let me just say that I
4 wish to thank all of you who have attended this evening. We
5 have a number of officials from the Town of Madison, a number

6 of officials from the City of Fitchburg, and a number of
7 officials from the City of Madison. Thank you all for your
8 attendance. To those members of the public at large who came
9 here to attend this evening and to participate, we appreciate
10 that very much, and all comments received, whether they were
11 received this evening or whether received subsequently in
12 writing, will be considered and taken into account as a final
13 version of the cooperative boundary plan is prepared.

14 So since there have been no other requests to speak
15 this evening, I will declare that this public hearing is
16 adjourned and move on to home to victory tonight at the Big
17 Ten Championship.

18
19
20
21
22
23
24
25



Dane County Regional Planning Commission

30 West Mifflin Street, Suite 402, Madison, Wisconsin 53703-2558
Telephone: 608/266-4137 Fax: 608/266-9117 E-Mail: info@danecorpc.org

February 28, 2003

TO: Susan Bauman, Mayor, City of Madison
Mark Vivian, Mayor, City of Fitchburg
James Campbell, Chair, Town of Madison

RE: Proposed City of Madison, City of Fitchburg, and Town of Madison Cooperative Plan

Dear Ms. Bauman, Messrs. Vivian and Campbell:

We have received your notice and reviewed your Cooperative Plan. We find that it is well-written, comprehensive, and cooperatively prepared as an intergovernmental document. We recognize the difficulty and sensitivity of this proposal and congratulate you on reaching agreement.

We have had our staff review the Plan (attached Staff Review) and concur in their finding that the proposed Cooperative Plan is consistent with the *Dane County Land Use and Transportation Plan*.

We also concur in the staff's suggestion that you consider an earlier end date (prior to the 2020 Census) which would allow for accurate census data to be used in the redistricting of elected offices which will occur after the year 2020.

We thank you for the opportunity to review the Cooperative Plan and pledge our support as you proceed with implementation.

Sincerely,

Ken Golden, Chair
Dane County Regional Planning Commission

KG:TLS:cw

Attachment

cc: Jeanie Sieling, Director, Dane County Planning & Development
James M. Voss, Attorney, City of Madison
Elizabeth Winters, Attorney, City of Fitchburg
Richard Yde, Attorney, Town of Madison
George Hall, Department of Administration, State of Wisconsin

RPC

Re: Letter of Comment on Proposed City of Madison, City of Fitchburg and Town of Madison Cooperative Plan

Staff Comments on Item: The proposed Cooperative Plan has been submitted for RPC review. The joint public hearing for the Plan is scheduled for Wednesday, March 5, 2003 at 6:00 p.m. in the Exhibition Hall of the Alliant Energy Center. RPC comments are to address:

- The plan's effect on the master plan of the RPC
- Delivery of municipal services
- Any other aspect of the plan

Staff comments are detailed in the attached Staff Report.

Materials Presented with Item:

1. Proposed Plan
2. Staff Review
3. Draft Letter of Comment

Staff Recommendation/Rationale: Staff recommends transmittal of the draft letter of comment.

RPC Staff Review

Proposed City of Madison, City of Fitchburg, and Town of Madison Cooperative Plan

The RPC has received notification of the Proposed Cooperative Plan and a joint public hearing scheduled for March 5, 2003.

In October and November 2002, the Town and the two Cities adopted resolutions authorizing participation in the preparation of a cooperative plan, and approved an Intergovernmental Agreement as a foundation for the Plan. The following recitals from the Plan give a summary of the basis for the Plan:

- I. The Town and the Cities desire to provide for an orderly transition of Town territory from town to city government, preserve the Town's financial integrity while it remains a town, and establish long-term rational boundaries between Fitchburg and Madison that reasonably satisfy each city's goals.
- J. To attain the objectives of the Town and the Cities, and to provide for their mutual peace and cooperation that will be beneficial to citizens in all three communities, the Town, Fitchburg, and Madison desire to enter into this Plan.
- K. The Cities and the Town have entered into said Intergovernmental Agreement for the purposes of establishing a long-term boundary, assuring orderly growth and development, and providing services efficiently to residents of all three municipalities.
- L. This plan is intended to implement the Intergovernmental Agreement."

The RPC staff has reviewed the cooperative plan and has the following comments addressing subject areas as provided in Section 66.0307, Wisconsin Statutes:

1. General Comment:

The RPC staff finds the Proposed Cooperative Plan to be well-written and thorough, covering a wide variety of legal, political, and complex intergovernmental issues.

The Plan appears to be reasonably consistent with adopted regional plans. The Plan provides for the eventual dissolution of the Town after a protected period of 20 years, and resolves the boundaries between Fitchburg and Madison. It also allows early annexations within several areas to address near-term problems and opportunities.

2. Effects on the Master Plan (Dane County Land Use and Transportation Plan)

The entire territory subject to the Cooperative Plan is the current Town of Madison, which is entirely within the Central Urban Service Area (CUSA) and is either receiving urban services or within an environmental corridor (such as the UW Arboretum). No changes to CUSA or environmental corridor boundaries are proposed in the Plan.

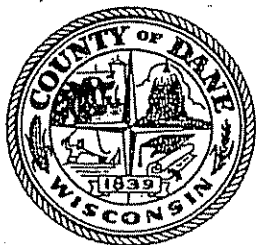
In assessing the effects on the Regional Plan, we have reviewed the Proposed Plan using the *Dane County Land Use and Transportation Plan Goals Achievement Checklist*.

- A. As you can see, there is no perceived conflict or change for eight of the eleven goals. Most of the subject area is either developed or in an environmental corridor.
- B. There are three goals which can be enhanced:
 - 1.) The provision of a range of affordable housing could be enhanced with the City of Madison having more resources and active housing programs. Fitchburg is in a better position to provide resources in the Rimrock Road Area.

Dane County Land Use and Transportation Plan Goals Achievement Checklist

Goals	Strongly Conflicts	Conflicts	Neutral or Offsetting Effects	Supports	Strongly Supports
Promote balanced communities with a mix of development			X		
Promote compact urban development			X		
Promote distinct communities and neighborhoods with a mix of uses			X		
Provide a range of affordable housing				X	
Provide an integrated all-mode transportation system				X	
Concentrate employment and activity centers along transit corridors			X		
Maintain Downtown Madison as region's major activity center			X		
Provide employment opportunities and a diverse economic base				X	
Protect agricultural lands by limiting non-farm development in agricultural areas			X		
Protect environmental, cultural and historic resources			X		
Develop a system of open space corridors to preserve environmental functions, scenic value, and recreational opportunities			X		

Proposal: Joint Plan — City of Madison, City of Fitchburg, Town of Madison



BOARD OF SUPERVISORS County of Dane

ROOM 118, CITY-COUNTY BUILDING
210 MARTIN LUTHER KING, JR. BOULEVARD
MADISON, WISCONSIN 53709-0001
608/266-5758 • FAX 266-4361 • TDD 266-4121



MEMORANDUM

TO: Town of Madison Board of Supervisors
City of Madison Mayor Sue Bauman
City of Fitchburg Mayor Mark Vivian

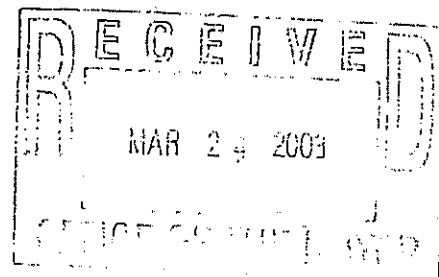
FROM: Dane County Zoning and Natural Resources Committee

SUBJECT: Annexation agreement between
Cities of Madison, Fitchburg & Town of Madison

DATE: March 25, 2003

CC: Dane County Board of Supervisors
Dane County Executive Kathleen Falk

DRAFT



Thank you for the opportunity to review the proposed annexation agreement between the Town of Madison and the Cities of Fitchburg and Madison. While city annexation of town lands is always a concern for this committee and the Dane County Board of Supervisors, we appreciate the effort that has been made to work with all parties, including the Town of Madison Board, to bring this matter to a fair resolution. We also understand that this agreement would maintain the Town of Madison under town government until 2022.

The Zoning and Natural Resources Committee serves as Dane County's "zoning agency" under section 59.69(2) of state statute. Section 66.0307(4) of the Wisconsin Statutes allows the county zoning agency to comment on intergovernmental agreements adopted under this statute. After review of the proposed Town of Madison agreement, the committee would offer no objection to its adoption, provided that:

- Both the proposed extra-territorial zoning and the eventual municipal zoning over the current Town of Madison continue to accommodate the current uses and planned expansions of the county Alliant Energy Center;
- The Alliant Energy Center be kept fiscally whole from the eventual loss of Town of Madison hotel tax revenues (3% of the total town 8% tax, and expected to be over \$100,000 annually in 2022), and;
- During the twenty-year "protected period," the cities coordinate their extraterritorial zoning decisions with the county. We would remind all parties that under state law, extraterritorial zoning applies only to county general zoning ordinances adopted under s.

59.69, Wis. Stats. The county's land division (Chapter 75, Dane County Code), stormwater and erosion control (Chapter 14, D.C.C.), shoreland/wetland zoning (Chapter 11, D.C.C.) and floodplain (Chapter 17, D.C.C.) ordinances would continue to apply to areas under extraterritorial zoning until such time as they are annexed. We would hope the cities would share information with county staff and committees to minimize confusion among landowners who may need to deal with multiple approvals, and to avoid problems if extraterritorial areas ever revert to county general zoning jurisdiction.

Thank you again for the opportunity to comment.

JOINT PUBLIC HEARING REGARDING CITY OF MADISON, CITY OF FITCHBURG,
TOWN OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

March 5, 2003 - 6:30 p.m.

NAME: Kathleen Sweeney
(Please print)
ADDRESS: 2506 McDivitt Rd #13 (new in Town of Mad.
as of 3/5/03.
I WISH TO: ☐ SPEAK ☒ REGISTER COMMENTS ONLY

COMMENTS: I want the highest quality police & fire & paramedic service. That should not have to wait 20 years for this improvement in services.

We need regional mass transit, regional health services & In 20 years, we may have Dane Co wide services. Monona (my former res.) has some of the same issues.

JOINT PUBLIC HEARING REGARDING CITY OF MADISON, CITY OF FITCHBURG,
TOWN OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

March 5, 2003 - 6:30 p.m.

NAME: MARILYN SLAUTERBACK

(Please print)
ADDRESS: 2609 ARBORETUM DR

I WISH TO: maybe SPEAK ✓ REGISTER COMMENTS ONLY

COMMENTS: - I believe the 20-yr. time frame is
far too long for a necessary transition.
- I would like to inquire whether
the sewer water & sewer will
part of the discussions ^{to} (in the Shoreline
area)
are are part of the current
agreement.

JOINT PUBLIC HEARING REGARDING CITY OF MADISON, CITY OF FITCHBURG,
TOWN OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

March 5, 2003 - 6:30 p.m.

NAME: Duane Turner
(Please print)

ADDRESS: 2218 MARTIN ST.

I WISH TO: SPEAK X REGISTER COMMENTS ONLY

COMMENTS: This whole thing has never
been brought before the people. Why:
No voting from the people.
I feel like all this that has taken
place with (3) member of Town
board can do this. It just doesn't
seem very democratic
Duane Turner

JOINT PUBLIC HEARING REGARDING CITY OF MADISON, CITY OF FITCHBURG,
TOWN OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

March 5, 2003 - 6:30 p.m.

NAME: DAVID B. SLATTERBACK

(Please print)
ADDRESS: 2609 ARBOREYUM DRIVE

I WISH TO: ☒ SPEAK ☐ REGISTER COMMENTS ONLY

COMMENTS: _____

JOINT PUBLIC HEARING REGARDING CITY OF MADISON, CITY OF FITCHBURG,
TOWN OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

March 5, 2003 - 6:30 p.m.

NAME:

Donna Turner

ADDRESS:

(Please print)

2218 Martin St (13)

I WISH TO:

☒ SPEAK

☐ REGISTER COMMENTS ONLY

COMMENTS:

COMMENTS REGARDING CITY OF MADISON, CITY OF FITCHBURG,
TOWN OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

NAME: James D. Jeffries
(Please print)
ADDRESS: 2753 Marshall Parkway, Madison, WI 53713
DATE: 3/20/03

COMMENTS: I Fully support the Plan. It
is Time to end the Political Sailing
and on-going, costly boundary disputes
between the City and Town of Madison.
The Plan is Reasonable and Fair to the
affected Residents and Municipalities. It
should be implemented.

COMMENTS REGARDING CITY OF MADISON, CITY OF FITCHBURG,
TOWN OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

NAME: Debbie Loisselle
(Please print)
ADDRESS: 916 Dane St
DATE: 3/20/03

COMMENTS: For years the city of Madison has tried to annex the
Town of Madison. Even when it went on the ballot as a
Referendum, 80% of the people in the Town of Madison
voted "No" to annexation. After going to all of the
hearings in the town we eventually compromised and
agreed that we would stay a town for the next
20 years. I fully agree to this compromise as long as
we remain the Town of Madison for the full 20 years
as promised.

COMMENTS REGARDING CITY OF MADISON, CITY OF FITCHBURG,
TOWN OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

NAME: STUART SEFFERN

ADDRESS: ^(Please print) 916 DANE ST MADISON 53713

DATE: 3/21/03

COMMENTS: I have followed this process in detail for more than 15 years now - AS A resident of the city for 8 years and the town for 17 years, and this is A good and well thought-out plan that serves all interests fairly - well done.

COMMENTS REGARDING CITY OF MADISON, CITY OF FITCHBURG,
TOWN OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

NAME: STUART SEFFERN

ADDRESS: ^(Please print) 916 DANE STREET, MADISON, 53713

DATE: MAY 14 2003

COMMENTS: THIS 20 YEAR PLAN IS THE BEST AGREEMENT WE HAVE COME UP WITH IN 15 YEARS. IT STOPS THE BOUNDARY FIGHTING WHICH HAS DIVERTED SO MUCH OF OUR TOWN'S ATTENTION WE WOULD PREFER A LONGER TERM TO REMAIN A TOWN, BUT UNDERSTAND THE REASONS WHY LEGALLY THAT WOULD HAVE BEEN INCREASINGLY DIFFICULT. THE TOWN HAS PROVEN ITSELF TO BE BETTER IN ALMOST EVERY WAY THAN THE CITY. THE SERVICES ARE SUPERIOR, TAXES SLIGHTLY LOWER, ISSUES RESOLVED QUICKLY + FAIRLY AND PERSONAL RELATIONSHIPS WITH BOARD MEMBERS, POLICE + EMERGENCY PERSONNEL.

COMMENTS REGARDING CITY OF MADISON, CITY OF FITCHBURG,
TOWN OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

NAME: Greg Redtke

(Please print)
ADDRESS: 2451 Fredlin LN #3

DATE: 3-23-03

COMMENTS:

I AGREE WITH THE 20 YR AGREEMENT.

COMMENTS REGARDING CITY OF MADISON, CITY OF FITCHBURG,
TOWN OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

NAME: Rosemary Ward

(Please print)
ADDRESS: 901 Dane ST

DATE: 3/24/2003

COMMENTS: I am happy with the Town of Madison
services I think the deal with the city will work out ok.
I have been a Town of Madison resident since June 1954.

COMMENTS REGARDING CITY OF MADISON, CITY OF FITCHBURG,
TOWN OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

NAME: DAVID WAQUE

ADDRESS: (Please print) 813 DANE ST. MADISON, WI 53713

DATE: 3-23-03

COMMENTS: I am pleased that the high level of services town residents have enjoyed will continue for many more years. ~~the~~ access to town officials and employees is very easy and they are most helpful. The agreement serves all parties very well.

David Waque



RECEIVED
MAR 25 2003

CITY OF FITCHBURG
CLERK'S OFFICE

HAND DELIVERED

March 25, 2003

LAW OFFICES

MADISON OFFICE
740 Regent Street, Suite 400
P.O. Box 1507
Madison, Wisconsin 53701-1507
(608) 257-7766
Fax (608) 257-1507
www.lathropclark.com

POYNETTE OFFICE
111 N. Main Street, P.O. Box 128
Poynette, Wisconsin 53955
(608) 635-4324
Fax (608) 635-4690

LODI OFFICE
108 Lodi Street, P.O. Box 256
Lodi, Wisconsin 53555
(608) 592-3877
Fax (608) 592-5844

Donald L. Heaney
Theodore J. Long
Ronald J. Kotnik
Jerry E. McAdow
David S. Uphoff
John C. Frank
Michael J. Lawton
William L. Fahey
Michael J. Julka
Shelley J. Safer
Jeffrey P. Clark
Kenneth B. Axe
David E. Rohrer
David R. J. Stiennon
Jeffrey W. Smith†
Patrick J. G. Stiennon
† Also admitted in Illinois

Frank C. Sutherland
Paul A. Johnson
Ann C. Krummel
Lydie Arthos Hudson
David P. Wellet
Shannon L. Day
Shana R. Lewis
Mark A. Herman
Chris A. Jenny
Joanne Harmon Curry
Josh C. Kopp

James F. Clark
Sara Buscher
Of Counsel

Telephone: Direct No. (608) 286-7236
e-mail: lawton@lathropclark.com

City Clerk
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

City Clerk
City of Madison
City-County Building
210 Martin Luther King Jr. Blvd.
Madison, WI 53709

Town Clerk
Town of Madison
2120 Fish Hatchery Road
Madison, WI 53713

Re: Cooperative Boundary Plan Between and Among City of Fitchburg,
City of Madison and Town of Madison

Dear Clerks:

We represent Adams Outdoor Advertising, Inc. ("Adams"), which is the owner of real property located at 102 East Badger Road in the Town of Madison.

Adams objects to the provision in the Cooperative Boundary Plan and the related agreement (collectively "plan") which allows the City of Fitchburg, at any time during the 20-year term of the annexation agreement, to annex an undefined block of land in the Town of Madison to the City of Fitchburg, which could include the lands owned by Adams. We have previously expressed our concerns about this to the City of Fitchburg by letter of November 5, 2002.

RECEIVED

MAR 25 2003

CITY OF FITCHBURG
CLERK'S OFFICE

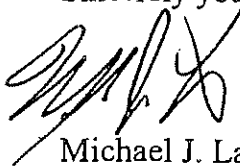
This provision creates a tremendous amount of uncertainty with regard to the Adams parcel, and is unreasonable, arbitrary and capricious. Adams is not interested in having its parcel located in any tax incremental finance district or redevelopment district in the City of Fitchburg which would enable the City of Fitchburg to use condemnation powers to acquire the Adams property. The plan creates a potential for "condemnation blight" which is not in the public interest or in the interest of Adams.

Adams has invested money in improvements to its property and intends to invest significant additional funds in the development of its property in the future. The property is not now blighted. Furthermore, given the fact that the Adams property is now on City of Madison water, annexation to Madison, if annexation is required, would be more reasonable than annexation to the City of Fitchburg.

The letter that I wrote to the City of Fitchburg on November 5, 2002, requested that the City of Fitchburg contact us concerning the issues that we raised. To date, I have received no response to my letter.

At a minimum, the Adams parcel should be excluded from the early annexation area, without the consent of Adams. The plan should also provide that, when annexation does take place, the Adams parcel, as well as other parcels in the vicinity of the Adams property on Madison water, should be annexed to Madison, assuming that a cooperative boundary plan encompassing this area is approved.

Sincerely yours,



Michael J. Lawton

MJL/psw

cc: Chris Eigenberger (via fax)
George Hall

**RESOLUTION APPROVING THE FINAL VERSION OF THE CITY OF MADISON,
CITY OF FITCHBURG, AND TOWN OF MADISON COOPERATIVE PLAN**

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

WHEREAS, on October 20, 2002, November 4, 2002, and November 5, 2002, the City of Fitchburg, Town of Madison and City of Madison, respectively, 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 November 8, 2002, the three municipalities executed the Intergovernmental Agreement among the Town of Madison, City of Madison, and City of Fitchburg, have subsequently drafted the proposed City of Madison, City of Fitchburg and Town of Madison Cooperative Plan, dated February 12, 2003, and have held a joint public hearing thereon on March 5, 2003, to solicit input on the Cooperative Plan in accordance with Sec. 66.0307(4)(b), Wis. Stats., and all comments received were considered in the preparation of the final version of the Cooperative Plan.

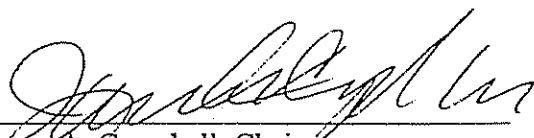
NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Madison does hereby approve the final version of the City of Madison, City of Fitchburg and Town of Madison Cooperative Plan, and authorizes the Town Chairperson and Town Clerk to execute it.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Town Chairperson, Town Clerk, 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 City of Madison, City of Fitchburg and Town of Madison Cooperative Plan from the State of Wisconsin Department of Administration.


This resolution was duly adopted by motion at the meeting of the Town Board held on April 7, 2003, by a vote of 3 ayes, 0 nays, with 0 members not voting.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF MADISON

4/7/03
Date


James A. Campbell, Chairperson

ATTEST:


Donna Meier, Clerk

Mayor Mark Vivian
Introduced by

City Attorney
Prepared by

Plan Commission
Referred to

March 26, 2003
Date

RESOLUTION R-36-03

ADOPTING THE FINAL VERSION OF THE CITY OF MADISON, CITY OF FITCHBURG AND TOWN OF MADISON COOPERATIVE PLAN, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PLAN AND OTHER RELATED DOCUMENTS, DIRECTING THE CITY ATTORNEY TO TIMELY FILE THE PLAN, TOGETHER WITH ALL WRITTEN COMMENTS AND OTHER SUPPORTING DOCUMENTS, WITH THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION FOR APPROVAL IN ACCORDANCE WITH SEC. 66.0307, WIS. STATS., AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN DOCUMENTS RELATING TO CONVEYANCE OF THE MCCOY ROAD AREA LAND OWNED BY THE CITY OF MADISON TO THE CITY OF FITCHBURG

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 October 22, 2002, November 4, 2002, and November 5, 2002, the City of Fitchburg, Town of Madison and City of Madison, respectively, 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 November 8, 2002, the three municipalities executed the Intergovernmental Agreement Among Town of Madison, City of Madison, and City of Fitchburg, have subsequently drafted the proposed City of Madison, City of Fitchburg and Town of Madison Cooperative Plan, dated February 12, 2003, and have held a joint public hearing thereon on March 5, 2003, to solicit input on the Cooperative Plan in accordance with Sec. 66.0307(4)(b), Wis. Stats., and all comments received were considered in the preparation of the final version of the Cooperative Plan.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Fitchburg does hereby adopt the final version of the City of Madison, City of Fitchburg and Town of Madison Cooperative Plan, to be executed by the Mayor and City Clerk in a form approved by the City Attorney.


BE IT FURTHER RESOLVED that the Mayor and City Clerk are further authorized to execute any related documents in a form approved by the City Attorney and that the City Attorney is hereby authorized and directed to take appropriate actions to obtain approval of the Cooperative Plan including but not limited to timely filing the said Cooperative Plan, together with all written

comments and other supporting documents, with the State of Wisconsin Department of Administration for approval in accordance with Sec. 66.0307, Wis. Stats; cooperating with the Town, Fitchburg and the Department; and participating in all Department proceedings regarding the said Cooperative Plan.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are further authorized to sign any documents related to the transfer of the McCoy Road Area lands owned by the City of Madison to the City of Fitchburg, which shall be transferred by Warranty Deed. Such Warranty Deed shall contain a restriction whereby the land may be used during the Protected Period only for conservancy purposes; governmental purposes, such as a fire station; or for use by a non-profit entity for the benefit of the whole community.

The foregoing resolution was duly adopted by the Common Council of the City of Fitchburg, Dane County, Wisconsin, at a meeting held on the 8th day of April, 2003.

BY: 
Mark Vivian, Mayor

ATTEST: 
Karen A. Peters, City Clerk

Approved: 4-8-2003

CITY OF MADISON, WISCONSIN

A SUBSTITUTE
RESOLUTION _____

adopting the final version of the City of Madison, City of Fitchburg and Town of Madison Cooperative Plan, authorizing the Mayor and City Clerk to execute the Plan and other related documents, directing the City Attorney to timely file the Plan, together with all written comments and other supporting documents, with the State of Wisconsin Department of Administration for approval in accordance with Sec. 66.0307, Wis. Stats., and authorizing the Mayor and City Clerk to sign any documents related to the transfer of the McCoy Road Area land owned by the City of Madison to the City of Fitchburg.

PRESENTED _____
REFERRED _____
4/8/03 CC Meeting _____
REREFERRED _____

March 4, 2003

Plan Comm.; BOE;

REPORTED BACK APR 08 2003

ADOPTED X POF _____
RULES SUSPENDED _____
PUBLIC HEARING _____

APPROVAL OF FISCAL NOTE IS NEEDED
BY THE COMPTROLLER'S OFFICE
Approved By _____

Comptroller's Office

Drafted by: James M. Voss, Assistant City Attorney

Date: February 26, 2003

Fiscal Note: See Fiscal Note for Resolution No. 59879, I.D. No. 32734 and Addendum below.

SPONSORS: Mayor Susan J.M. Bauman
Ald. Tim Bruer
Ald. Matt Sloan
Ald. Gary Poulson

RESOLUTION NUMBER
ID NUMBER

60411-
33561

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 October 22, 2002, November 4, 2002, and November 5, 2002, the City of Fitchburg, Town of Madison and City of Madison, respectively, 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 November 8, 2002, the three municipalities executed the Intergovernmental Agreement Among Town of Madison, City of Madison, and City of Fitchburg, have subsequently drafted the proposed City of Madison, City of Fitchburg and Town of Madison Cooperative Plan, dated February 12, 2003, and have held a joint public hearing thereon on March 5, 2003, to solicit input on the Cooperative Plan in accordance with Sec. 66.0307(4)(b), Wis. Stats., and all comments received were considered in the preparation of the final version of the Cooperative Plan

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Madison does hereby adopt the final version of the City of Madison, City of Fitchburg and Town of Madison Cooperative Plan, to be executed by the Mayor and City Clerk in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are further authorized to execute any related documents in a form approved by the City Attorney and that the City Attorney is hereby authorized and directed to take appropriate actions to obtain approval of the Cooperative Plan including but not limited to timely filing the said Cooperative Plan, together with all written comments and other supporting documents, with the State of Wisconsin Department of Administration for approval in accordance with Sec. 66.0307, Wis. Stats; cooperating with the Town, Fitchburg and the Department; and participating in all Department proceedings regarding the said Cooperative Plan.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are further authorized to sign any documents related to the transfer of the McCoy Road Area lands owned by the City of Madison to the City of Fitchburg. Such Warranty Deed shall contain a restriction whereby the land may be used during the Protected Period only for conservancy purposes; governmental purposes, such as a fire station; or for use by a non-profit entity for the benefit of the whole community.

Fiscal Note for Cooperative Plan Resolution:

This resolution, which authorizes execution of a final City of Madison, City of Fitchburg and Town of Madison Cooperative Plan, builds upon the related intergovernmental agreement that was adopted by the Common Council on November 5, 2002 (Resolution No. 59879, ID No. 32734). It does not materially alter the fiscal ramifications of the originally adopted agreement, and the Fiscal Note prepared at that time remains applicable today.

Since adoption of the original agreement in November of last year, the 2002 tax rates for both the Town and City of Madison have been determined, and the annual revenue sharing payment required in conjunction with the "Mortenson" annexation can now be calculated with greater specificity:

Mortenson - Located south of the Beltline and North of the Arbor Hills neighborhood, this group of commercial properties primarily owned by Mortenson Investment Group is the subject of a pending annexation petition and comprises roughly 18 acres with a January, 2002 assessed value of \$14,149,100. Using the City's 2002 tax rate of 8.3 mills, that value would generate approximately \$117,400 of local property taxes in the current year.

This additional revenue would initially be offset by a provision in the agreement which sets forth a revenue sharing payment from the City of Madison to the Town, beginning in the year that taxes are first paid to the City and continuing for a maximum of 14 years. As specified in the agreement, the annual payment would be equal to the property taxes collected by the Town for 2002. Based on the adopted Town tax rate of 8.13 mills, that annual payment would be fixed at \$115,032 per year.

Future increases in actual property tax above the contracted amount resulting from property revaluation, increased City tax rates or additional development would accrue to the City.

It is anticipated that responsibility for the care of certain portions of the street right-of-way abutting the Mortenson properties would be transferred from the Town to the City. Consequently, the City would incur some modest additional operating costs associated with the maintenance of streets, lighting and signage.

For a discussion of other fiscal and budgetary implications of the proposed cooperative plan, please see the Fiscal Note prepared in conjunction with the initial intergovernmental agreement.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are further authorized to execute any related documents in a form approved by the City Attorney and that the City Attorney is hereby authorized and directed to take appropriate actions to obtain approval of the Cooperative Plan including but not limited to timely filing the said Cooperative Plan, together with all written comments and other supporting documents, with the State of Wisconsin Department of Administration for approval in accordance with Sec. 66.0307, Wis. Stats; cooperating with the Town, Fitchburg and the Department; and participating in all Department proceedings regarding the said Cooperative Plan.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are further authorized to sign any documents related to the transfer of the McCoy Road Area lands owned by the City of Madison to the City of Fitchburg. Such Warranty Deed shall contain a restriction whereby the land may be used during the Protected Period only for conservancy purposes; governmental purposes, such as a fire station; or for use by a non-profit entity for the benefit of the whole community.

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This additional revenue would initially be offset by a provision in the agreement which sets forth a revenue sharing payment from the City of Madison to the Town, beginning in the year that taxes are first paid to the City and continuing for a maximum of 14 years. As specified in the agreement, the annual payment would be equal to the property taxes collected by the Town for 2002. Based on the adopted Town tax rate of 8.13 mills, that annual payment would be fixed at \$115,032 per year.

Future increases in actual property tax above the contracted amount resulting from property revaluation, increased City tax rates or additional development would accrue to the City.

It is anticipated that responsibility for the care of certain portions of the street right-of-way abutting the Mortenson properties would be transferred from the Town to the City. Consequently, the City would incur some modest additional operating costs associated with the maintenance of streets, lighting and signage.

For a discussion of other fiscal and budgetary implications of the proposed cooperative plan, please see the Fiscal Note prepared in conjunction with the initial intergovernmental agreement.

AGENDA # _____

CITY OF MADISON, WISCONSIN

REPORT OF:	City Comptroller	PRESENTED	_____
		REFERRED	_____
TITLE:	Fiscal Note for Resolution ID# 32734 Regarding an Intergovernmental Agreement Between The City of Madison, Town of Madison and City of Fitchburg	REREFERRED	_____
		REPORTED BACK	_____
AUTHOR:	Dean Brasser, City Comptroller	ADOPTED	_____
		RULES SUSPENDED	_____
DATED:	October 21, 2002	ID NUMBER	_____
		POF	_____

TO THE MAYOR AND COMMON COUNCIL:

The proposed intergovernmental agreement between the City of Madison, Town of Madison and City of Fitchburg contains provisions that would have potentially significant fiscal and budgetary implications for all three governmental units. The agreement establishes a boundary line between Madison and Fitchburg and restricts all future annexations to each city's respective side of that line. The agreement also establishes a "protected period" of up to 20 years during which only limited annexation of Town property could occur. At the end of this period, Town property would be divided between the Cities of Madison and Fitchburg, and the Town of Madison government would cease operations.

Specific annexations and property transfers would occur within the next year, and the likely budgetary impact of these changes can be quantified at this time. Two additional annexations of Town territory to the City of Madison, linked to redevelopment opportunities, would be allowed within the next several years. Other early annexations would be allowed only with Town Board approval, but the most dramatic jurisdictional transfers contained in the agreement would not occur for perhaps 20 years. While it is impossible to predict the financial consequences of those future events with certainty, we can identify several provisions in the agreement that help define how the Town government's financial responsibilities would be distributed.

Immediate Annexations

Several parcels of property currently located in the Town would be annexed to the City of Madison immediately, or upon approval of the agreement by the State of Wisconsin as provided for in statutes. The agreement commits the City of Fitchburg and the Town of Madison to not object to these annexations. All of the affected properties are commercial or institutional in nature and do not include private residential development. These parcels can be divided into three groups: the Genesis property, the Mortenson properties and the Arboretum property. Each group brings with it a different set of fiscal considerations.

Genesis - Located south of the Beltline Highway between Highway 14 and Rimrock Road, this 3.13 acre site had an assessed value of \$1,913,000 in the Town of Madison on January 1, 2001. This parcel would be subject to immediate annexation to the City of Madison under a pending annexation petition. Based on the projected 2002 City tax rate of 8.25 mills, this property would generate City taxes of approximately \$16,000 per year. Additional development is currently progressing on the site. All surrounding properties would remain in the Town of Madison until 2022, including two parcels of private property that are

included in the pending Genesis annexation petition. Because of the relatively small size of the parcel and the expectation that all of the right-of way in this immediate area would remain the responsibility of the Town, no significant additional service costs are anticipated to serve this site.

When the Town of Madison ceases operation, the Genesis property would be detached from the City of Madison and attached to the City of Fitchburg. During the succeeding 20 year period, Fitchburg would make an annual payment to Madison based on any outstanding balance still due on the \$575,000 CDBG loan provided to the Genesis development earlier this year. The maximum annual payment the City could receive at that time would be approximately \$5,000 per year, and the present value of this potential future income stream is nominal.

Mortenson - Located south of the Beltline and North of the Arbor Hills neighborhood, this group of commercial properties primarily owned by Mortenson Investment Group is the subject of a pending annexation petition and comprises roughly 18 acres with an assessed value of nearly \$13,000,000. Using the City's projected tax rate, that value would generate approximately \$107,000 of local property taxes annually.

This additional revenue would initially be offset by a provision in the agreement which sets forth a revenue sharing payment from the City of Madison to the Town, beginning in the year that taxes are first paid to the City and continuing for a maximum of 14 years. As specified in the agreement, the annual payment would be equal to the property taxes collected by the Town for 2002. While that amount is yet to be determined, it would be fixed at \$114,000 per year based on the Town's 2001 local tax rate of 8.78 mills and a value of \$13,000,000. Future increases in property tax above the contracted amount resulting from property revaluation, increased tax rates or additional development would accrue to the City.

It is anticipated that responsibility for the care of certain portions of the street right-of-way abutting the Mortenson properties would be transferred from the Town to the City. Consequently, the City would incur some modest additional operating costs associated with the maintenance of streets, lighting and signage.

Arboretum - The intergovernmental agreement also calls for the annexation of Arboretum property owned by the UW Board of Regents from the Town to the City of Madison. This transfer would occur upon approval of the agreement by the State of Wisconsin, a process which is not expected to be completed before the middle of 2003 at the earliest. Because this property is exempt from property tax, no additional tax revenue would accrue to the City, although a modest increase in the Payment for Municipal Services revenue based on the value of State owned buildings located within the Arboretum could be expected. All residential properties located adjacent to and within the Arboretum would remain in the Town. Consequently, all costs to serve these residences and the associated right-of-way would remain the responsibility of Town government. Responsibility for right-of-way maintenance and public safety response within the University portion of the Arboretum has yet to be determined, although Arboretum drive is considered an "institutional road" and is generally within the control and responsibility of the University. The City would assume responsibility for some additional right-of-way abutting the Arboretum along Fish Hatchery Road from Wingra Drive to Carver Street, and the related operating cost for signage and street lighting would accrue to the City.

Early TID-RD Annexations

The agreement also provides for the possibility of additional annexations prior to the end of the protected period for specific redevelopment purposes, called "Early TID-RD Annexations." These annexations could occur in conjunction with the creation of either a tax incremental financing district or redevelopment district that includes Town territory and would require a revenue sharing payment from the City to the Town. The required payment would be equal to the amount of taxes lost by the Town as a result of the annexation and would continue for a total of ten years. This redevelopment annexation idea had been discussed in the context of two possible general redevelopment proposals including one in the area of the Mortenson properties and another in the vicinity of South Park Street and Badger Road. The total current

assessed value of these properties is roughly \$15,000,000. By agreement, the City of Madison would be limited to two such early TID-RD annexations during the 20-year protected period.

The City would be likely to utilize this provision of the agreement only if a suitable, specific redevelopment opportunity is identified in the future. While any taxes associated with the initial or base property value would be returned to the Town, the City could potentially realize additional taxes and other revenues as a result of redevelopment projects in the annexed area. An evaluation of the fiscal consequences of any such annexation could be accomplished in the future, prior to making the decision to proceed.

Lands Transferred to Fitchburg

Another immediate land transfer affecting the City of Madison would be the attachment of 158 acres of property currently within the City of Madison to the City of Fitchburg. Located west of Highway 14 and east of the former Chicago and Northwestern rail line, this area was originally purchased by the City of Madison during the 1960's for public use. It was subsequently divided into two parcels. The 127-acre portion north of McCoy Road was deeded to Dane County during the 1980's and constitutes part of the Nine Springs E-Way. This low land is generally considered unsuitable for development and would be expected to remain as publicly owned open space in perpetuity, regardless of the local jurisdiction. All of this land is located inside the mapped environmental corridor.

A second 31-acre parcel is located South of McCoy Road and owned by the City of Madison. Under the terms of the intergovernmental agreement, ownership of this property would be transferred to the City of Fitchburg at no cost. A portion of this partially wooded site is higher in elevation and is potentially suitable for development. The parcel is inside the Urban Service Area Boundary, but not currently served by municipal sewer and water. Approximately half of the parcel is in the mapped environmental corridor.

Because both of these parcels are in public ownership, no current tax revenue would be lost to the City of Madison as a result of these transfers. However, the potential future development value of the property would be forgone.

Permanent Madison Water Service to Fitchburg

Today, the Madison Water Utility provides water service to a 40 acre developed area along Rimrock Road within the City of Fitchburg. Under the terms of a conditional annexation agreement dating to 1995, if Fitchburg fails to extend its own water service to this area by the end of 2004, the development will be automatically annexed to the City of Madison. Fitchburg has begun the planning to complete its own water system extension to serve the area, and it is expected that the work would be completed in a timely fashion, thus voiding the potential annexation of this property to Madison.

The intergovernmental agreement contains provisions that would allow for the existing service structure to continue in perpetuity. The property in question would remain within the City of Fitchburg and the Madison Water Utility service area. This arrangement is similar to other existing service exchange agreements with bordering municipalities. It removes the incentive for Fitchburg to complete an immediate water service extension through other undeveloped areas to serve this location, but has no budgetary impact on the City of Madison or the Madison Water Utility.

Annexation Potential During Protected Period

Generally, existing annexation laws allow cities to annex contiguous unincorporated areas upon the approval of a majority of the property owners within the area to be annexed. This environment has, of course, contributed to the piecemeal progress of municipal boundary extensions throughout the state, particularly in places where the unincorporated land has already been developed, as in the Town of Madison. The pace of that progress is often more dependent upon the financial interests of individual

land owners and competing municipalities than any planned vision for the future delivery of municipal services.

The proposed intergovernmental agreement would stop annexations under the existing model within the Town of Madison for 20 years. All future annexations by the City of Madison would be limited to areas north of the predetermined future boundary line. Correspondingly, Fitchburg annexations would be limited to Town areas south of the line. With the exception of those specific early annexations described above, any further annexations would also require the approval of all property owners affected and the Town Board. As a result, it is unlikely that substantial additional annexations would occur prior to the dissolution of the town government.

Eventual Dissolution of Town Jurisdiction

At the end of the protected period, all areas remaining within the jurisdiction of the town would be allocated between the City of Madison and the City of Fitchburg based on the predetermined boundary line. The assets and liabilities of the Town would be allocated by mutual agreement of the Cities and consistent with state statute. Generally, the statutes call for this allocation to be based on the proportion of taxable property value assigned to each jurisdiction. As part of the agreement, Fitchburg would retain the right to assign the current Town Hall property, fire protection and EMS related assets to its share.

It is impossible to predict the net value of Town assets in 20 years. Today, the Town of Madison maintains a positive fund balance, has a reasonable debt level and appears to demonstrate appropriate budgetary compliance. Municipal governments tend to be relatively stable when compared to many other business entities and are seldom subject to dramatic changes in business volume. Given the many limitations placed on local government finances by state laws designed to protect citizens from fiscal mismanagement, it is not surprising that municipal governments seldom fail financially. The proposed agreement contains language specifying that the Town shall exercise its governmental authority to "assure that the Town's finances are in reasonable condition for transfer to the Cities." Yet there is always a risk that Town finances could deteriorate significantly during the 20-year protected period anticipated in the proposed agreement. If that were to happen, the Cities of Madison and Fitchburg would assume proportional responsibility for any net deficit. This potential for assuming liabilities of the Town may be the greatest financial risk associated with this agreement, yet the Cities would likely face similar responsibilities if the Town's financial condition would deteriorate during this same period without an agreement.

The proposed agreement also establishes a "job continuity" provision for Town employees in the form of a defined severance benefit. Any employee not hired by one of the Cities at the end of the protected period would be entitled to a severance benefit based on years of employment with the Town. The benefit ranges from a maximum of one year's pay for employees with 15 years of service down to 3 months pay for employees with less than 5 years but more than 6 months of service. This provision provides the Cities with a limited obligation for employee compensation which can be apportioned along with all other assets and liabilities.

It is difficult to estimate what proportion of the net assets of the Town would ultimately be allocated to Madison and to Fitchburg, because of the likely growth in property values in the areas destined for allocation. Of the Town's \$246,400,200 total assessed real estate value today, \$214,638,000 or approximately 87% is located north of the eventual boundary line. This would represent the City's share of net assets if Town assets were divided under the terms of the agreement today. Excluding the \$30,000,000 of value that could be included in the immediate annexations and possible early TID-RD annexations, the City share would drop to 85%. Significant property developments in the Town could alter that allocation ratio materially during a 20-year period.

AGENDA # _____

Copy Mailed to Alderpersons _____

CITY OF MADISON, WISCONSIN**A SUBSTITUTE ORDINANCE**

creating Section 15.01(529) of the Madison General Ordinances entitled "City Boundaries" and being part of the chapter entitled "Aldermanic Districts and Wards" detaching from the 14th Aldermanic District the McCoy Road Area detachment, **amending Section 15.02(57)** of the Madison General Ordinances to remove the detached property from Ward 57.

Drafted by: Katherine C. Noonan
Assistant City Attorney

Date: April 2, 2003

Fiscal Note: This ordinance concerns the detachment of approximately 158 acres of property currently within the City of Madison to the City of Fitchburg. Located west of Highway 14 and east of the former Chicago and Northwestern rail line, this area was originally purchased by the City of Madison during the 1960's for public use. It was subsequently divided into two parcels. The 127-acre portion north of McCoy Road was deeded to Dane County during the 1980's and constitutes part of the Nine Springs E-Way. This low land is generally considered unsuitable for development and would be expected to remain as publicly owned open space in perpetuity, regardless of the local jurisdiction. All of this land is located inside the mapped environmental corridor.

A second 31-acre parcel is located South of McCoy Road and owned by the City of Madison. Under the terms of the intergovernmental agreement, ownership of this property is being transferred to the City of Fitchburg at no cost. A portion of this partially wooded site is higher in elevation and is potentially suitable for development. The parcel is inside the Urban Service Area Boundary, but not currently served by municipal sewer and water. Approximately half of the parcel is in the mapped environmental corridor.

Because both of these parcels are in public ownership, no current tax revenue would be lost to the City of Madison as a result of detachment. However, the potential future development value of the property would be forgone.

SPONSORS: Mayor Bauman

PRESENTED March 18, 2003
REFERRED Common Council Meeting,
4-8-03; Comptroller
RREFERRED _____

REPORTED BACK APR 08 2003

ADOPTED X POF _____
RULES SUSP. _____ TABLED _____
PUBLIC HEARING _____

MAYOR SIGNED _____
PUBLISHED _____

APPROVAL OF FISCAL NOTE IS NEEDED
BY THE COMPTROLLER'S OFFICE

Approved By

Comptroller's Office

SUBST. ORD. NUMBER
ID NUMBER

13312

33670

Approved as to form:

James L. Martin
James L. Martin, City Attorney

An ordinance to create Subsection (529) of Section 15.01 of the Madison General Ordinances entitled "City Boundaries" and being part of the chapter entitled "Aldermanic Districts and Wards"

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 October 20, 2002, November 4, 2002 and November 5, 2002, the City of Fitchburg, Town of Madison, and City of Madison, respectively, 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, the City of Madison, City of Fitchburg, and Town of Madison Cooperative Plan has been proposed and specifies that upon approval of the Plan by the State Department of Administration, the McCoy Road Area, shown in attached Exhibit 1, shall be detached from the City of Madison and attached to the City of Fitchburg; and

WHEREAS, pursuant to the City of Madison, City of Fitchburg, and Town of Madison Cooperative Plan, following detachment of the McCoy Road Area, the City of Madison shall convey to the City of Fitchburg a warranty deed for the thirty-one (31) acres of land in the McCoy Road Area that are now owned by the City of Madison,

NOW, THEREFORE, the Common Council of the City of Madison do hereby ordain as follows:

1. Subsection (529) of Section 15.01 entitled "City Boundaries" of the Madison General Ordinances is created to read as follows:

"15.01(529) There is hereby detached from the 14th Aldermanic District, the City of Madison, Dane County, Wisconsin, the following described property:

Part of platted and unplatted lands located in part of the NW 1/4 and SW 1/4 of Section 1 and part of the NE 1/4 and SE 1/4 of Section 2, T6N, R9E and part of the SE 1/4 of Section 35, T7N, R9E, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at the intersection of the South line of said Section 35 and the Westerly right-of-way line of the Chicago and Northwestern Transportation Company; thence Easterly along said South line to the Easterly right-of-way line of the said Chicago and Northwestern Transportation Company; thence Southerly and following along the said Easterly line of said right-of-way to a point 880.00 feet, more or less, North of the South line of Section 2, T6N, R9E, said point being the most Northerly corner of property owned by Abner Orvald and described in Volume 636 of Deeds, Page 209, Instrument Number 903104; thence S88°50'00"E, 278.30 feet; thence S39°12'00"E, 604.90 feet to the Northwesterly line of a public highway; thence Northeasterly 600.00 feet, more or less, along the Northwesterly line of said public highway to the most Southerly corner of property owned by R.L. Finch and described in Volume 304 of Miscellaneous, Page 360, Instrument Number 940938; thence N39°12'00"W, 187.00 feet; thence N50°48'00"E, 459.80 feet to the Westerly line of the abandoned right-of-way of the Rock River and Union Valley Railroad; thence S10°27'00"W, 288.80 feet to the Northwesterly line of said public highway; thence Northeasterly along said Northwesterly line of said highway 92.70 feet to the Easterly line of said abandoned railroad right-of-way; thence N10°27'00"E along said East line 300.30 feet; thence S48°30'00"E, 164.60 feet to the Westerly line of said public highway; thence Northeasterly along said Westerly line 335.40 feet; thence N56°50'00"W 328.50 feet; thence N33°10'00"E, 161.20 feet; thence N47°06'00"W, 75.90 feet, more or less, to the Easterly right-of-way line of said abandoned railroad; thence N10°27'00"E along said Easterly line 161.60 feet, to the Southeasterly right-of-way line of McCoy Road; thence Northeasterly on said Southeasterly right-of-way line to the point of intersection with the Westerly right-of-way line of U.S. Highway 14; thence S56°50'00"E, 218.00 feet to the Northwesterly line of said Public Highway; thence Northeasterly along said Northwesterly line 530.00 feet, more or less, to

the most Southerly corner of property owned by E. Spears and described in Volume 612 of Deeds, Page 321, Instrument Number 875065; thence N60°04'00"W, 214.80 feet; thence N37°17'00"E, 231.00 feet to the center line of Old State Highway 14; thence Northwesterly and Northerly along said center line to its point of intersection with the Southwest right-of-way line of U.S. Highway 14 (Oregon Road) as presently located; thence Southeasterly along the said Southwest right-of-way line to its point of intersection with the North line of East Clayton Road, said point being 33.00 feet North of, measured at right angles to, the South line of the Northwest 1/4 of Section 1, T6N, R9E, thence Easterly along a line that is parallel to and 33.00 feet North of, measured at right angles to, the South line of the Northwest 1/4 of said Section 1 to a point that is 183.00 feet Northeast of, measured at right angles to, the center line of said U.S. Highway 14; thence Northwesterly along a line that is parallel to and 183.00 feet Northeast of, measured at right angles to, the last mentioned center line to the center line of the Nine Springs Drainage Ditch; thence Northwesterly to the point of intersection of the West right-of-way line of Anderberg Street with the Northeast right-of-way line of said U.S. Highway 14; thence Northwesterly along the said Northeast right-of-way line of U.S. Highway 14 and its Northwesterly prolongation to the Northwest right-of-way line of Rimrock Road as presently located; thence S75°17'00"W along the Southwesterly prolongation of the Northwest right-of-way line of Rimrock Road to the Southwest right-of-way of said U.S. Highway 14; thence Northwesterly along the last mentioned right-of-way line to a point that is 33.00 feet Southwest of, measured at right angles to, a point on the reference line of U.S. Highway 14 as designated in Wisconsin State Highway Project TO14-2 (1), and 846.00 feet South of, measured at right angles to, the North line of said Section 1; thence Southwesterly 67.00 feet along a line that is normal to the said reference line to the Southwest right-of-way line of U.S. Highway 13 and 14 as established in said project; thence Northwesterly and following along said Southwesterly right-of-way line to the East line of the right-of-way of the Chicago and Northwestern Transportation Company; thence Northerly along said East right-of-way line to the center line of said U.S. Highway 14; thence Northwesterly along said center line of said highway, approximately 170 feet to a point of intersection with the West right-of-way line of the Chicago and Northwestern Transportation Company; thence Southerly, along said West right-of-way line of the Chicago and Northwestern Transportation Company, approximately 620 feet to the point of beginning."

2. Subsection (57) of Section 15.02 entitled "Wards and Boundaries" of the Madison General Ordinances is hereby amended to read as follows:

"(57) Ward 57. Beginning at a point in the limits line of the City of Madison, said point being the point of intersection of the Westerly prolongation of the centerline of Buick Street and the East line of the Northwest 1/4 of Section 35, Town 7 North, Range 9 East, Town of Madison, Dane County, Wisconsin (also the centerline of South Park Street); thence Northerly along the East line of the Northwest 1/4 of said Section 35 to the North line of the South 1/2 of the Northwest 1/4 of said Section 35; thence Westerly along the North line of the South 1/2 of the Northwest of said Section 35 to the Southwest right-of-way line of the Chicago & Northwestern Railroad; thence Southwesterly along said Southwest right-of-way line to the West line of said Section 35 (also the centerline of Fish Hatchery Road); thence Northerly along the West line of said Section 35 to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 34, Town 7 North, Range 9 East, Town of Madison, Dane County, Wisconsin (also the limits line of the City of Madison); thence West 1,322.00 feet on the North line of the said Southwest 1/4 to the West line of the East 1/2 of the said Southwest 1/4; thence South on the said West line to a point that is 1,279.00 feet North of the South line of the North 1/2 of the said Southwest 1/4; thence East 481.00 feet on a line that is parallel to and 1,279.00 feet North of the South line of the North 1/2 of the said Southwest 1/4; thence South on a line that is parallel to and 825.00 feet West of the West line of the East 1/2 of said Section 34 to the North line of the South 1/2 of the Southwest 1/4 of said Section 34; thence East on the said North line to the West line of the East 1/2 of said Section 34; thence North on the said West line to the Southeasterly right-of-way line of the said Chicago and Northwestern Transportation Company; thence Northeasterly along the said Southeasterly right-of-way line to a point which is 313.50 feet East of, measured at right angles to, the West line of the East 1/2 of said Section 34; thence South on a line that is parallel to and 313.50 feet East of the West line of the East 1/2 of said Section 34 to the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 34 to its point of intersection with the center line of said U.S.

Highways 12, 14 and 18; thence Easterly along the center line of said U.S. Highways 12, 14 and 18 to its point of intersection with the Southerly prolongation of the West line of vacated Ida Street as platted in said Madison Shops Plat, a recorded Plat in said Section 34; thence Northerly along the said Southerly prolongation of the West line of said vacated Ida Street to the Southwest corner of said vacated Ida Street; thence East along the most Southerly line of said Madison Shops Plat to a point which is 250.00 feet West of the center line of Fish Hatchery Road, as platted in said Madison Shops Plat measured along said most Southerly line of said Madison Shops Plat; thence Southerly on a line which is at right angles to the most Southerly line of said Madison Shops Plat to a point on the center line of said U.S. Highways 12, 14 and 18; thence Easterly along said center line to a point of intersection with the center line of said Fish Hatchery Road; thence Southerly along the center line of said Fish Hatchery Road to the North line of Section 3, Town 6 North, Range 9 East; thence South $89^{\circ}39'10''$ East, along the North line of said Section 3 to a point that is North $89^{\circ}39'10''$ West, 914.10 feet from the Northeast corner of said Section 3, measured along the North line of the Northeast 1/4 of said Section 3; thence South $00^{\circ}20'50''$ West, 168.17 feet; thence South $74^{\circ}10'20''$ East, 240.25 feet to a point that is 233.00 feet South of, measured at right angles to, the North line of the Northeast 1/4 of said Section 3; thence South $89^{\circ}39'10''$ East, 682.57 feet, to the East line of the Northeast 1/4 of said Section 3; thence South $01^{\circ}58'50''$ East, along the East line of the Northeast 1/4 of said Section 3 to a point that is 316.96 feet North of the East 1/4 corner of said Section 3, measured along the East line of said Section 3; thence North $71^{\circ}33'54''$ East, 553.00 feet; thence North $61^{\circ}00'40''$ East, 589.18 feet; thence South $89^{\circ}00'00''$ East, 932.00 feet; thence South $02^{\circ}14'23''$ West, 770.00 feet to the South line of the Northwest 1/4 of Section 2, Town 6 North, Range 9 East; thence North $89^{\circ}30'33''$ East, 726.00 feet along the South line of the Northwest 1/4 of said Section 2 to the center line of Syene Road, said center line also being the East line of the Northwest 1/4 of said Section 2; thence North $02^{\circ}17'22''$ East along the said center line of Syene Road to a point that is South $02^{\circ}17'22''$ West, 1,735.12 feet South of the North 1/4 corner of said Section 2, measured along the said West line of the Northeast 1/4 of said Section 2; thence South $89^{\circ}42'38''$ East, 394.60 feet; thence North $80^{\circ}47'16''$ East, 344.43 feet; thence North $32^{\circ}01'17''$ East, 923.45 feet; thence North $05^{\circ}10'49''$ East, 138.50 feet; thence North $89^{\circ}07'09''$ West, 1,014.20 feet, more or less, to a point that is 183.00 feet East of the West line of the Northeast 1/4 of said Section 2; thence North $02^{\circ}17'22''$ West, 200.00 feet, along a line that is parallel to and 183.00 feet East of the West line of the Northeast 1/4 of said Section 2; thence North $89^{\circ}07'09''$ West, 113.00 feet to a point that is 70.00 feet East of the center line of Syene Road; thence Northerly and Northeasterly along a line that is parallel to and 70.00 feet East of the center line of Syene Road to the North line of the Northeast 1/4 of said Section 2; thence Westerly 73.00 feet along the North line of the Northeast 1/4 of said Section 2 to the existing center line of Syene Road; thence continuing Westerly 670.00 feet along the North line of said Section 2 to the Southeast corner of the Beltline Projects Plat, a recorded plat in Section 35, Town 7 North, Range 9 East; thence North along the East line of said Beltline Projects Plat and said East line extended North to the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 35; thence East along said North line to the East line of the Southwest 1/4 of said Section 35; thence Southerly along said East line of the Southwest 1/4 of said Section 35 to a point on said East line which is 622.80 feet North of the South line of said Section 35, measured along said East line of the Southwest 1/4 of said Section 35; thence East 650.00 feet on a line that is parallel to and 622.80 feet North of said South line of said Section 35; thence South on a line parallel to and 650.00 feet East of the East line of said Southwest 1/4 to the South line of said Section 35; thence Easterly along said South line to the Easterly Westerly right-of-way line of the said Chicago and Northwestern Transportation Company; thence Northerly, along said West right-of-way line of the Chicago and Northwestern Transportation Company, approximately 620 feet thence Southerly and following along the said Easterly line of said right-of-way to a point 880.00 feet, more or less, North of the South line of Section 2, Town 6 North, Range 9 East, said point being the most Northerly corner of property owned by Abner Orvald and described in Volume 636 of Deeds, Page 209, Instrument Number 903104; thence South $88^{\circ}50'00''$ East, 278.30 feet; thence South $39^{\circ}12'00''$ East, 604.90 feet to the Northwesterly line of a public highway; thence Northeasterly 600.00 feet, more or less, along the Northwesterly line of said public highway to the most Southerly corner of property owned by R.L. Finch and described in Volume 304 of Miscellaneous, Page 360, Instrument

Number 940938; thence North 39°12'00" West, 187.00 feet; thence North 50°48'00" East, 459.80 feet to the Westerly line of the abandoned right-of-way of the Rock River and Union Valley Railroad; thence South 10°27'00" West, 288.80 feet to the Northwestern line of said public highway; thence Northeasterly along said Northwestern line of said highway 92.70 feet to the Easterly line of said abandoned railroad right-of-way; thence North 10°27'00" East along said East line 300.30 feet; thence South 48°30'00" East, 164.60 feet to the Westerly line of said public highway; thence Northeasterly along said Westerly line 335.40 feet; thence North 56°50'00" West 328.50 feet; thence North 33°10'00" East, 161.20 feet; thence North 47°06'00" West, 75.90 feet, more or less, to the Easterly right-of-way line of said abandoned railroad; thence North 10°27'00" East along said Easterly line 161.60 feet, to the Southeasterly right-of-way line of McCoy Road; thence Northeasterly on said Southeasterly right-of-way line to the point of intersection with the Westerly right-of-way line of U.S. Highway 14; thence South 56°50'00" East, 218.00 feet to the Northwestern line of said Public Highway; thence Northeasterly along said Northwestern line 530.00 feet, more or less, to the most Southerly corner of property owned by E. Spears and described in Volume 612 of Deeds, Page 321, Instrument Number 875065; thence North 60°04'00" West, 214.80 feet; thence North 37°17'00" East, 231.00 feet to the center line of Old State Highway 14; thence Northwestern and Northerly along said center line to its point of intersection with the Southwest right-of-way line of U.S. Highway 14 (Oregon Road) as presently located; thence Southeasterly along the said Southwest right-of-way line to its point of intersection with the North line of East Clayton Road, said point being 33.00 feet North of, measured at right angles to, the South line of the Northwest 1/4 of Section 1, Town 6 North, Range 9 East; thence Easterly along a line that is parallel to and 33.00 feet North of, measured at right angles to, the South line of the Northwest 1/4 of said Section 1 to a point that is 183.00 feet Northeast of, measured at right angles to, the center line of said U.S. Highway 14; thence Northwestern along a line that is parallel to and 183.00 feet Northeast of, measured at right angles to, the last mentioned center line to the center line of the Nine Springs Drainage Ditch; thence Northwestern to the point of intersection of the West right-of-way line of Anderberg Street with the Northeast right-of-way line of said U.S. Highway 14; thence Northwestern along the said Northeast right-of-way line of U.S. Highway 14 and its Northwestern prolongation to the Northwest right-of-way line of Rimrock Road as presently located; thence South 75°17'00" West along the Southwesterly prolongation of the Northwest right-of-way line of Rimrock Road to the Southwest right-of-way of said U.S. Highway 14; thence Northwestern along the last mentioned right-of-way line to a point that is 33.00 feet Southwest of, measured at right angles to, a point on the reference line of U.S. Highway 14 as designated in Wisconsin State Highway Project TO14-2 (1), and 846.00 feet South of, measured at right angles to, the North line of said Section 1; thence Southwesterly 67.00 feet along a line that is normal to the said reference line to the Southwest right-of-way line of U.S. Highway 13 and 14 as established in said project; thence Northwestern and following along said Southwesterly right-of-way line to the East line of the right-of-way of the Chicago and Northwestern Transportation Company; thence Northerly along said East right-of-way line to the center line of said U.S. Highway 14; thence Northwesterly along said center line of said highway 850.00 feet; thence Northwesterly on a straight line to a point on the East line of the Southwest 1/4 of Section 35, Town 7 North, Range 9 East, said point being 850.00 feet South of the North line of said Southwest 1/4 measured along the said East line of the said Southwest 1/4 of Section 35; to a point of intersection with the center line of the West Beltline Highway (USH 12 & 18); thence N70°38'12"E, 1573.30 feet along said centerline; thence S00°10'10"W, 447.00 feet, more or less; thence S00°10'10"W, 85.00 feet; thence S50°01'00"W, 42.62 feet; thence S00°10'10"W, 30.00 feet; thence N70°01'10"E, 226.42 feet; thence N00°10'21"E, 3.38 feet (recorded as N00°10'12"E, 3.26 feet); thence N70°01'10"E, 146.32 feet; thence N59°28'25"E, 82.01 feet (recorded as 81.91 feet); thence northwesterly along an extension of the easterly line of Certified Survey Map No. 6493, N17°57'33"W, 806.60 feet to the point of intersection with the North line of the Southeast 1/4 of Section 35, T7N, R9E, thence Westerly along the North line of the Southeast 1/4 of Section 35, T7N, R9E, 953 feet; thence South 183.00 feet; thence N89°18'10"W, 451.61 feet; thence N29°49'10"W, 212.99 feet to a point of intersection with the North line of the Southeast 1/4 of Section 35, T7N, R9E; thence Westerly along said Northline of the Southeast 1/4 of Section 35, T7N, R9E to the center of said Section 35; thence North along said East line to the North line of the said Southwest 1/4 of Section 35, said North line also being

the center line of West Badger Road; thence North 89°29'27" West along said center line to a point that is 610.10 feet West of the Southeast corner of the Northwest 1/4 of said Section 35; thence N00°19'00"W, 175.00 feet; thence South 89°29'27" East, parallel with said center line, 75.12 feet; thence North 00°22'32" West, 33.00 feet; thence South 89°29'27" East, parallel with said center line of West Badger Road, 133.29 feet; thence South 00°37'14" East, 174.99 feet to the North right-of-way line of said West Badger Road as presently located; thence South 89°29'27" East parallel with and 33.00 feet North of, measured at right angles to, the South line of the Northwest 1/4 of Section 35, Town 7 North, Range 9 East, 135.00 feet; thence S00°37'14" E, 23.00 feet thence S 0°37'14" E 277.69 feet to a point which is 10.00 feet northerly of the south line of the Northwest 1/4 of Section 35, T7N, R9E; thence Easterly 266.70 feet along a line that is parallel with and 10.00 feet northerly of the south line of the Northwest 1/4 of Section 35, T7N, R9E to a point on the east line of the Northwest 1/4 of Section 35, T7N, R9E being 10.00 feet northerly of the Southeast corner of the Northwest 1/4 of Section 35, T7N, R9E; thence S89°18'23"E, 231.02 feet; thence N01°02'20"E, 139.32 feet; thence N89°18'23"W, 234.09 feet; thence N00°13'33"W, 353.66 feet along the east line of the Northwest 1/4 of Section 35, T7N, R9E to the centerline of Hughes Place; thence Westerly 600.00 feet along the centerline of Hughes Place to the northerly prolongation of the west line that intersects Hughes Place of a parcel described in Document No. 3151893; thence Southerly 25.00 feet along said west line to the south line of Hughes Place; thence South 00°38'04" East, 180.00 feet; thence North 89°29'27" West, parallel with the centerline of West Badger Road, 85.02 feet; thence North 00°38'04" West on a line 684.75 feet West of and parallel to the East line of said Northwest 1/4, 350.24 feet to the North line of Miller Park Plat; thence Easterly along said North line to the Northwest corner of Lot 10 of the Miller Park Plat, a recorded plat in the Northwest 1/4 of said Section 35; thence Southerly on the West line of said Lot 10 to the Southwest corner of said Lot 10; thence Easterly on the South line of Lots 10, 9, 8, 7, 6, 5, and 4 of said Miller Park Plat to the Southeast corner of said Lot 4; thence Northerly on the East line of said Lot 4 to the Northeast corner of said Lot 4; thence Easterly on a line that is parallel to and 636.10 feet North of, measured at right angles to, the South line of said Northwest 1/4 to the East line of said Northwest 1/4 also the West line of the Northeast 1/4 of Section 35; to the point of beginning. Polling place at No. 6 Fire Station, 825 West Badger Road."

3. This ordinance shall become effective upon State Department of Administration approval of the City of Madison, City of Fitchburg, and Town of Madison Cooperative Plan, adoption of an ordinance by a majority of the members of Fitchburg's Common Council attaching the McCoy Road Area to Fitchburg, and recording of a warranty deed conveying the 31 acres in the McCoy Road area owned by the City of Madison to the City of Fitchburg. Such deed shall contain the restriction that during the Protected Period, the land be used only for conservancy purposes; for governmental purposes such as a fire station; or for use by a non-profit entity for the benefit of the community as a whole.

Mayor Vivian
Introduced by

Plan Commission
Referred to

City Attorney
Drafted by

March 26, 2003
Date

ORDINANCE #2003-O-11

AN ORDINANCE TO AMEND CHAPTER 31, SECTIONS 31.01 AND 31.06
AND CHANGE THE CITY BOUNDARIES AND WARD 12 BOUNDARIES

An ordinance to create Subsection 31.01(1)(C) of Section 31.01 of the Fitchburg General Ordinances titled "City Boundaries" and being part of the chapter titled "City Boundaries, Wards, Aldermanic Districts and Elections".

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 October 22, 2002, November 4, 2002 and November 5, 2002, the City of Fitchburg, Town of Madison, and City of Madison, respectively, 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, the City of Madison, City of Fitchburg, and Town of Madison Cooperative Plan has been proposed and specifies that upon approval of the Plan by the State Department of Administration, the McCoy Road Area, shown in attached Exhibit 1, shall be detached from the City of Madison and attached to the City of Fitchburg; and

WHEREAS, pursuant to the City of Madison, City of Fitchburg, and Town of Madison Cooperative Plan, following detachment of the McCoy Road Area, the City of Madison shall convey to the City of Fitchburg a warranty deed for the thirty-one (31) acres of land in the McCoy Road Area that are now owned by the City of Madison,

NOW, THEREFORE, the Common Council of the City of Fitchburg do hereby ordain as follows:

1. Subsection 31.01(1)(C) of Section 31.01 titled "City Boundaries" of the Fitchburg General Ordinances is created to read as follows:




"31.01(1)(C) There is hereby attached to the City of Fitchburg, Dane County, Wisconsin, the following described property:

Part of platted and unplatted lands located in part of the NW 1/4 and SW 1/4 of Section 1 and part of the NE 1/4 and SE 1/4 of Section 2, T6N, R9E and part of the SE 1/4 of Section 35, T7N, R9E, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at the intersection of the South line of said Section 35 and the Westerly right-of-way line of the Chicago and Northwestern Transportation Company; thence Easterly along said South line to the Easterly right-of-way line of the said Chicago and Northwestern Transportation Company; thence Southerly and following along the said Easterly line of said right-of-way to a point 880.00 feet, more or less, North of the South line of Section 2, T6N, R9E, said point being the most Northerly corner of property owned by Abner Orvald and described in Volume 636 of Deeds, Page 209, Instrument Number 903104; thence S88°50'00"E, 278.30 feet; thence S39°12'00"E, 604.90 feet to the Northwesterly line of a public highway; thence Northeasterly 600.00 feet, more or less, along the Northwesterly line of said public highway to the most Southerly corner of property owned by R.L. Finch and described in Volume 304 of Miscellaneous, Page 360, Instrument Number 940938; thence N39°12'00"W, 187.00 feet; thence N50°48'00"E, 459.80 feet to the Westerly line of the abandoned right-of-way of the Rock River and Union Valley Railroad; thence S10°27'00"W, 288.80 feet to the Northwesterly line of said public highway; thence Northeasterly along said Northwesterly line of said highway 92.70 feet to the Easterly line of said abandoned railroad right-of-way; thence N10°27'00"E along said East line 300.30 feet; thence S48°30'00"E, 164.60 feet to the Westerly line of said public highway; thence Northeasterly along said Westerly line 335.40 feet; thence N56°50'00"W 328.50 feet; thence N33°10'00"E, 161.20 feet; thence N47°06'00"W, 75.90 feet, more or less, to the Easterly right-of-way line of said abandoned railroad; thence N10°27'00"E along said Easterly line 161.60 feet, to the Southeasterly right-of-way line of McCoy Road; thence Northeasterly on said Southeasterly right-of-way line to the point of intersection with the Westerly right-of-way line of U.S. Highway 14; thence S56°50'00"E, 218.00 feet to the Northwesterly line of said Public Highway; thence Northeasterly along said Northwesterly line 530.00 feet, more or less, to the most Southerly corner of property owned by E. Spears and described in Volume 612 of Deeds, Page 321, Instrument Number 875065; thence N60°04'00"W, 214.80 feet; thence N37°17'00"E, 231.00 feet to the center line of Old State Highway 14; thence Northwesterly and Northerly along said center line to its point of intersection with the Southwest right-of-way line of U.S. Highway 14 (Oregon Road) as presently located; thence Southeasterly along the said Southwest right-of-way line to its point of intersection with the North line of East Clayton Road, said point being 33.00 feet North of, measured at right angles to, the South line of the Northwest 1/4 of Section 1, T6N, R9E; thence Easterly along a line that is parallel to and 33.00 feet North of, measured at right angles to, the South line of the Northwest 1/4 of said Section 1 to a point that is 183.00 feet Northeast of, measured at right angles to, the center line of said U.S. Highway 14; thence Northwesterly along a line that is parallel to and 183.00 feet Northeast of, measured at right angles to, the last mentioned center line to the center line of the Nine Springs Drainage Ditch; thence Northwesterly to the point of intersection of the West right-of-way line of Anderberg Street with the Northeast right-of-way line of said U.S. Highway 14; thence Northwesterly along the said Northeast right-of-way line of U.S. Highway 14 and its Northwesterly prolongation to the Northwest right-of-way line of Rimrock Road as presently located; thence S75°17'00"W along the Southwesterly prolongation of the Northwest right-of-way line of Rimrock Road to the Southwest right-of-way of said U.S. Highway 14; thence Northwesterly along the last mentioned right-of-way line to a point that is 33.00 feet Southwest

Map 2

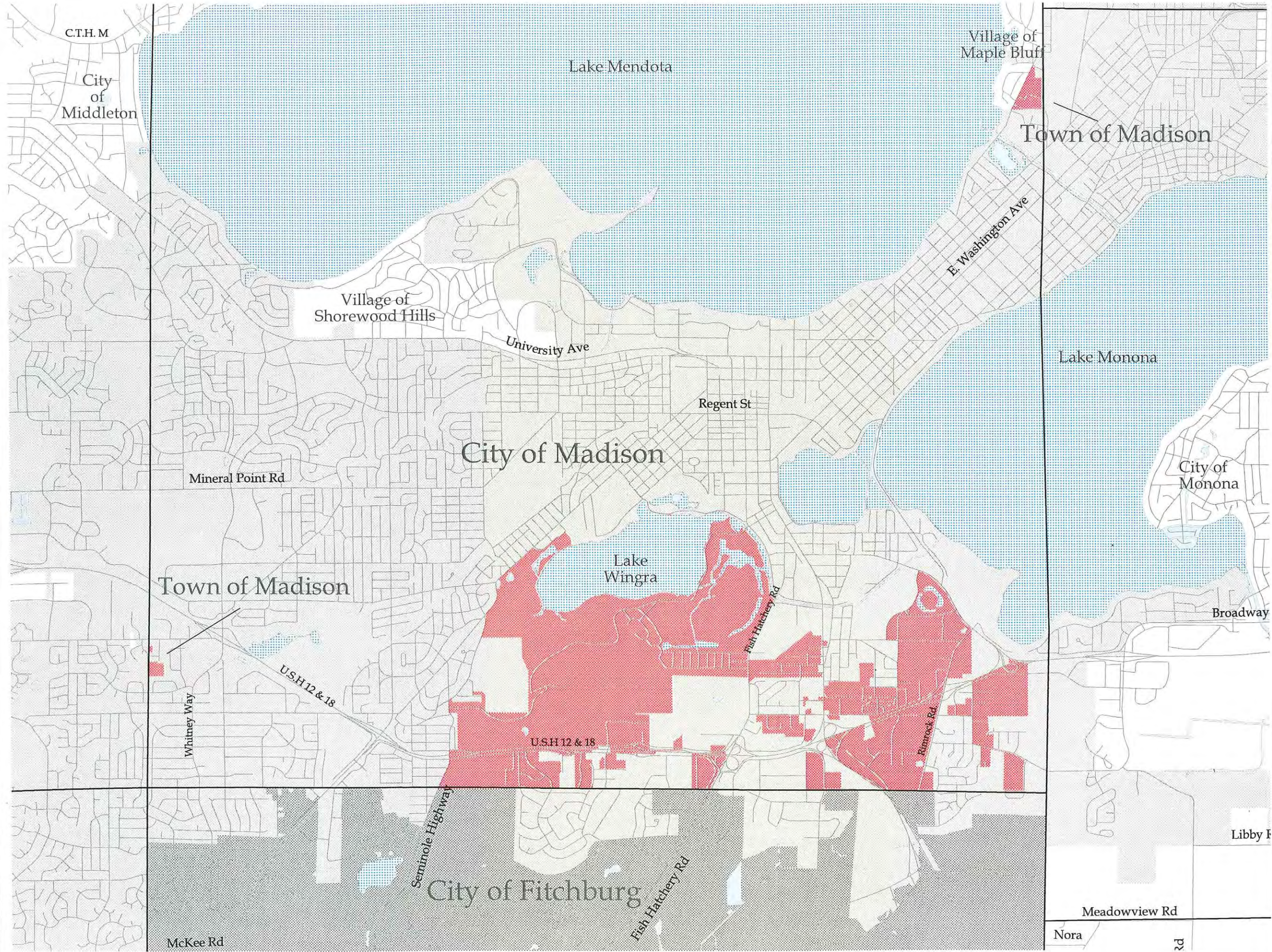
**Town of Madison
Present Boundaries**

-  **Town of Madison**
-  **City of Madison**
-  **City of Fitchburg**



0  1 Miles

City of Madison
Department of Planning and Development,
Planning Unit
February 2003



Map 3

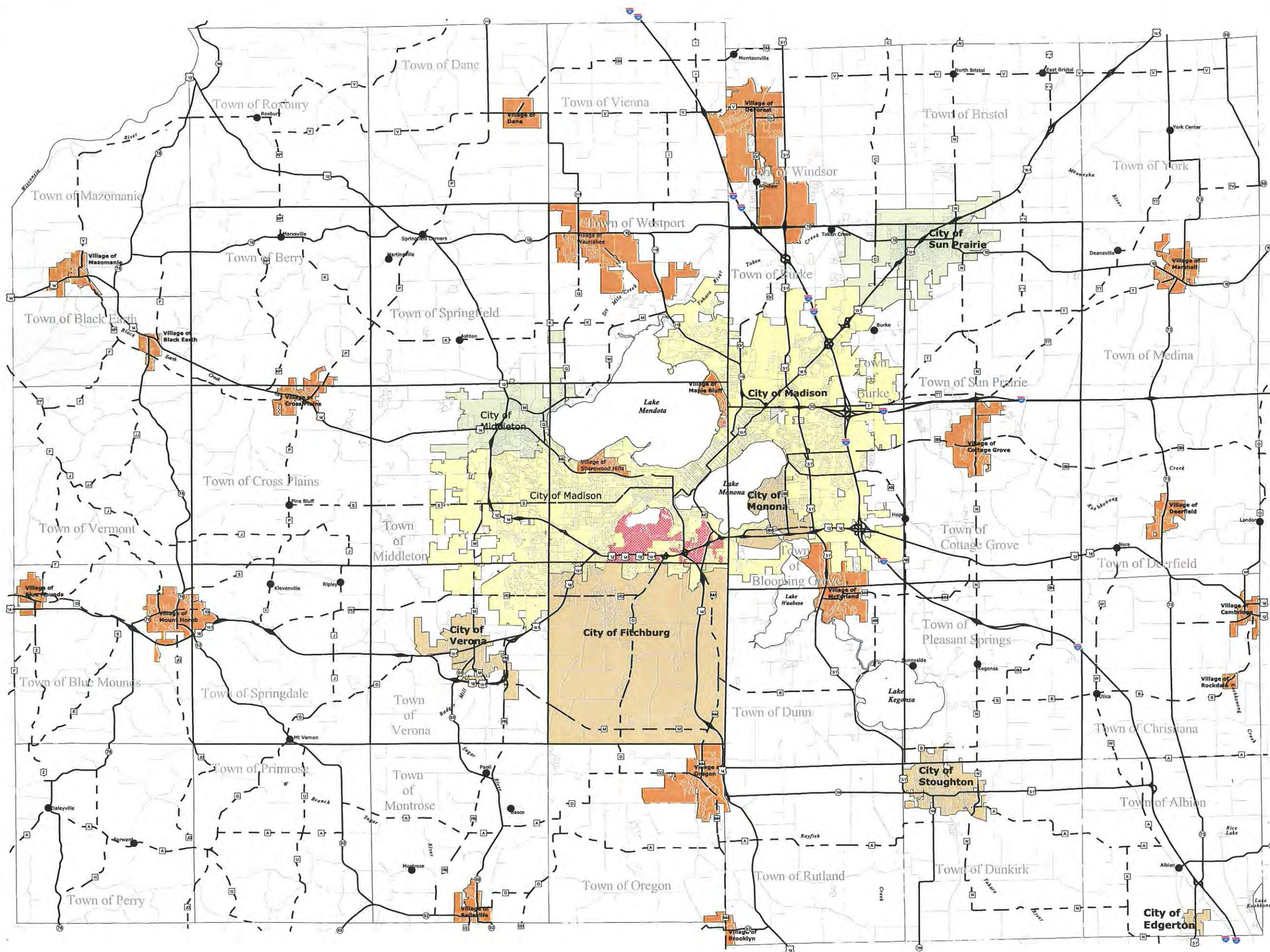
Dane County Local Governments

- Cities of the Second Class
- Cities of the Third Class
- Cities of the Fourth Class
- Villages
- Towns
- Town of Madison
- County Highways






0 5 Miles

City of Madison
Department of Planning and Development,
Planning Unit
February 2003



Map 4

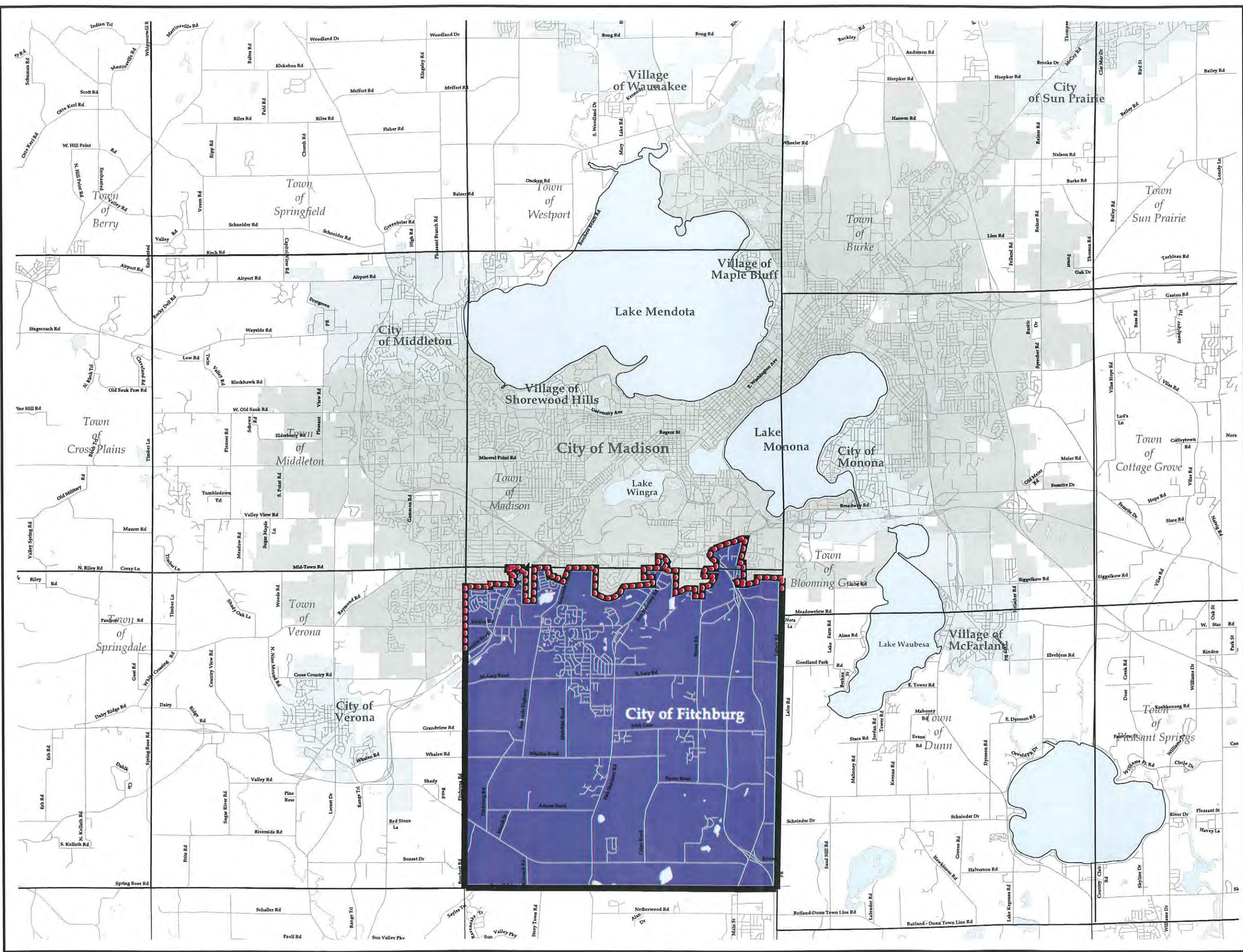
City of Madison & City of Fitchburg Boundaries after 20 year agreement

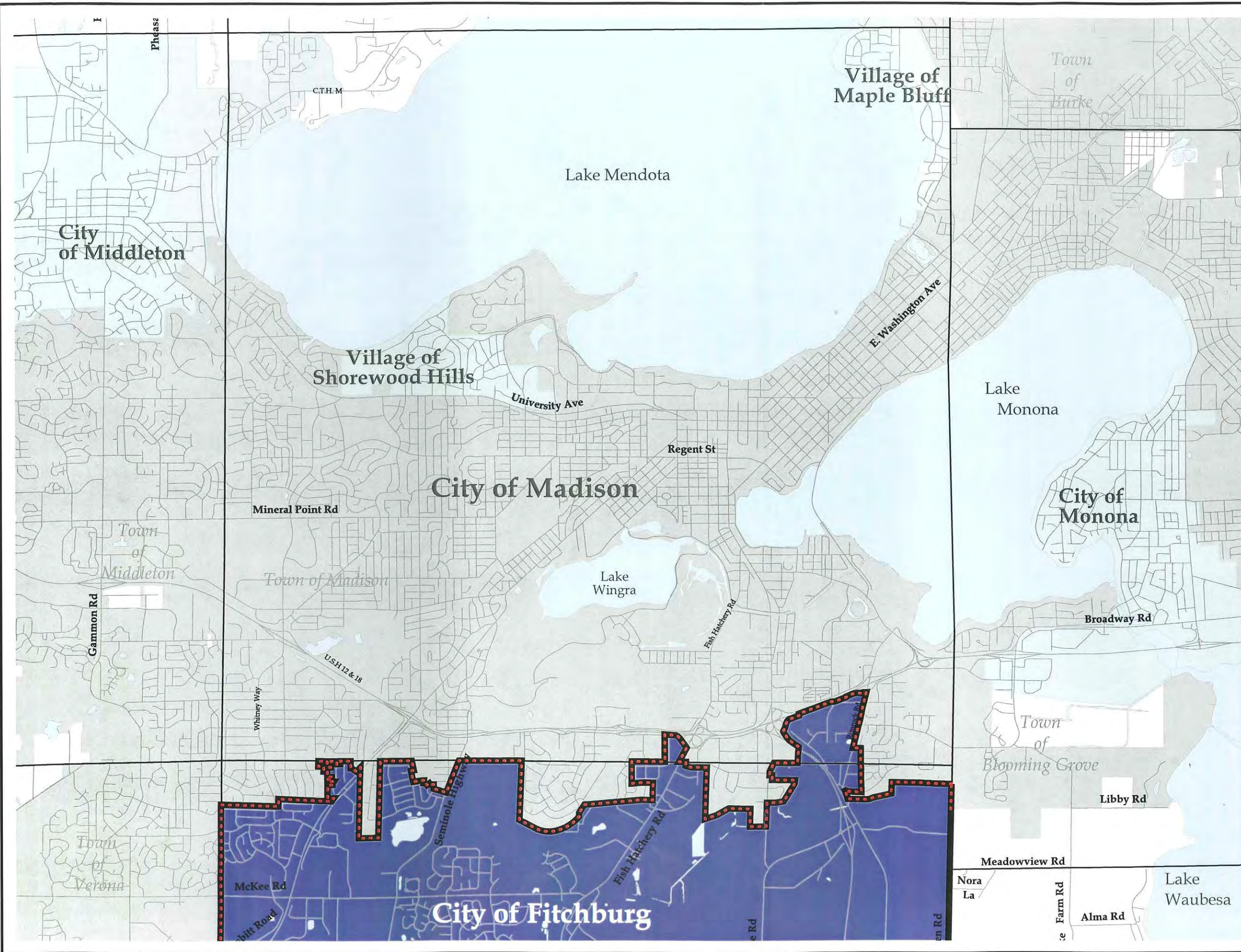
-  City of Madison
-  City of Fitchburg
-  City of Madison
& City of Fitchburg
Future Boundary Line



0 2 Miles




City of Madison
Department of Planning and Development,
Planning Unit
February 2003





Map 5

**City of Madison
& City of Fitchburg
(Final Boundaries)**

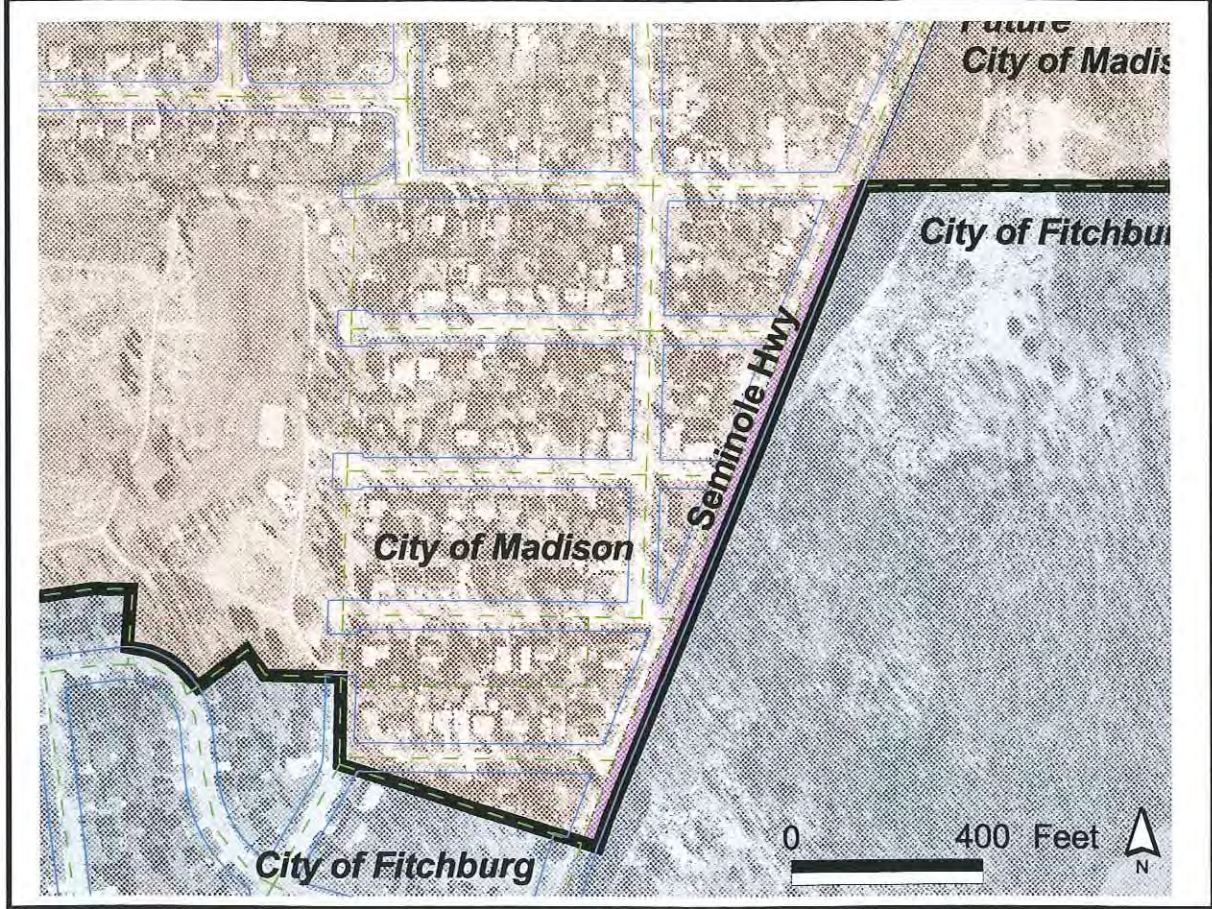
-  **City of Madison**
-  **City of Fitchburg**
-  **City of Madison
& City of Fitchburg
Future Boundary Line**



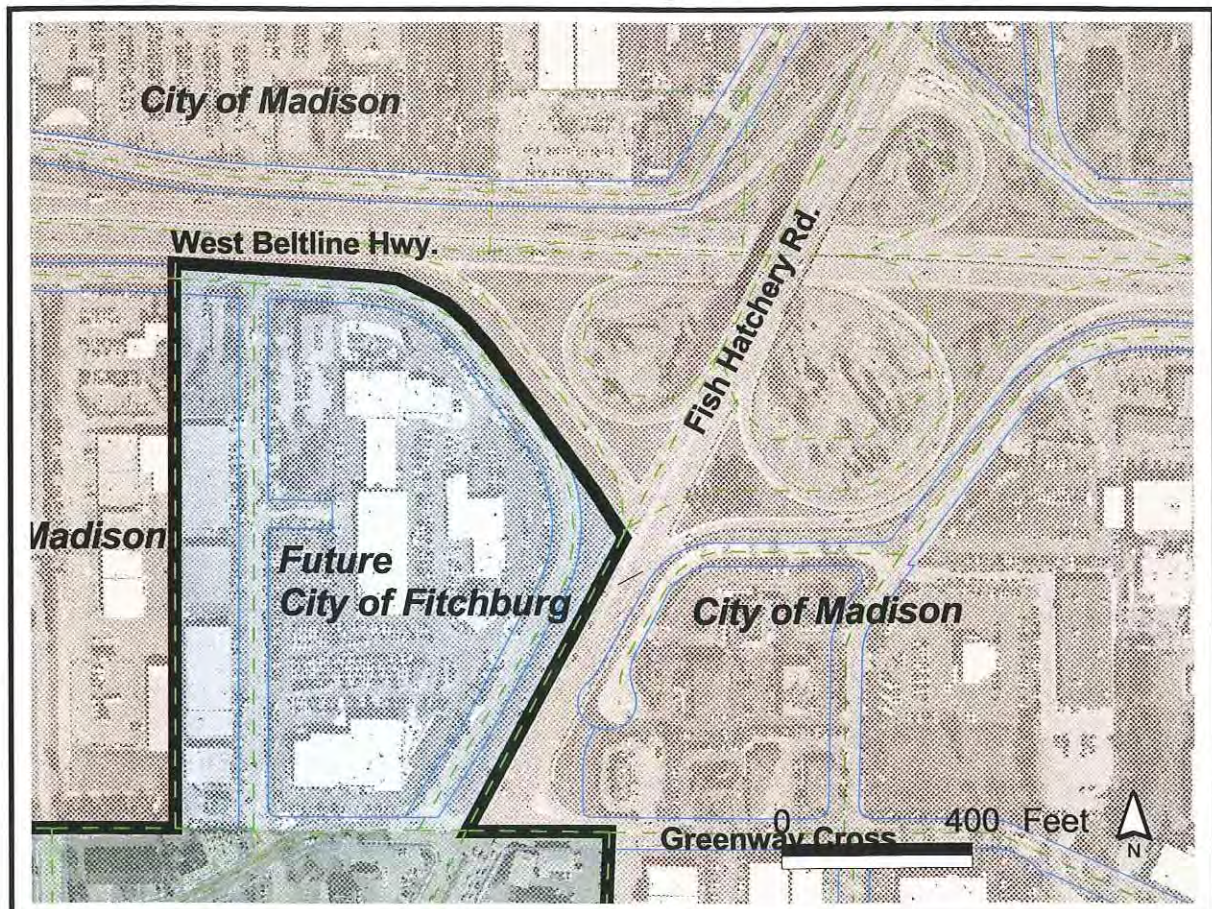
0 1 Miles

City of Madison
Department of Planning and Development,
Planning Unit
February 2003

Seminole Highway

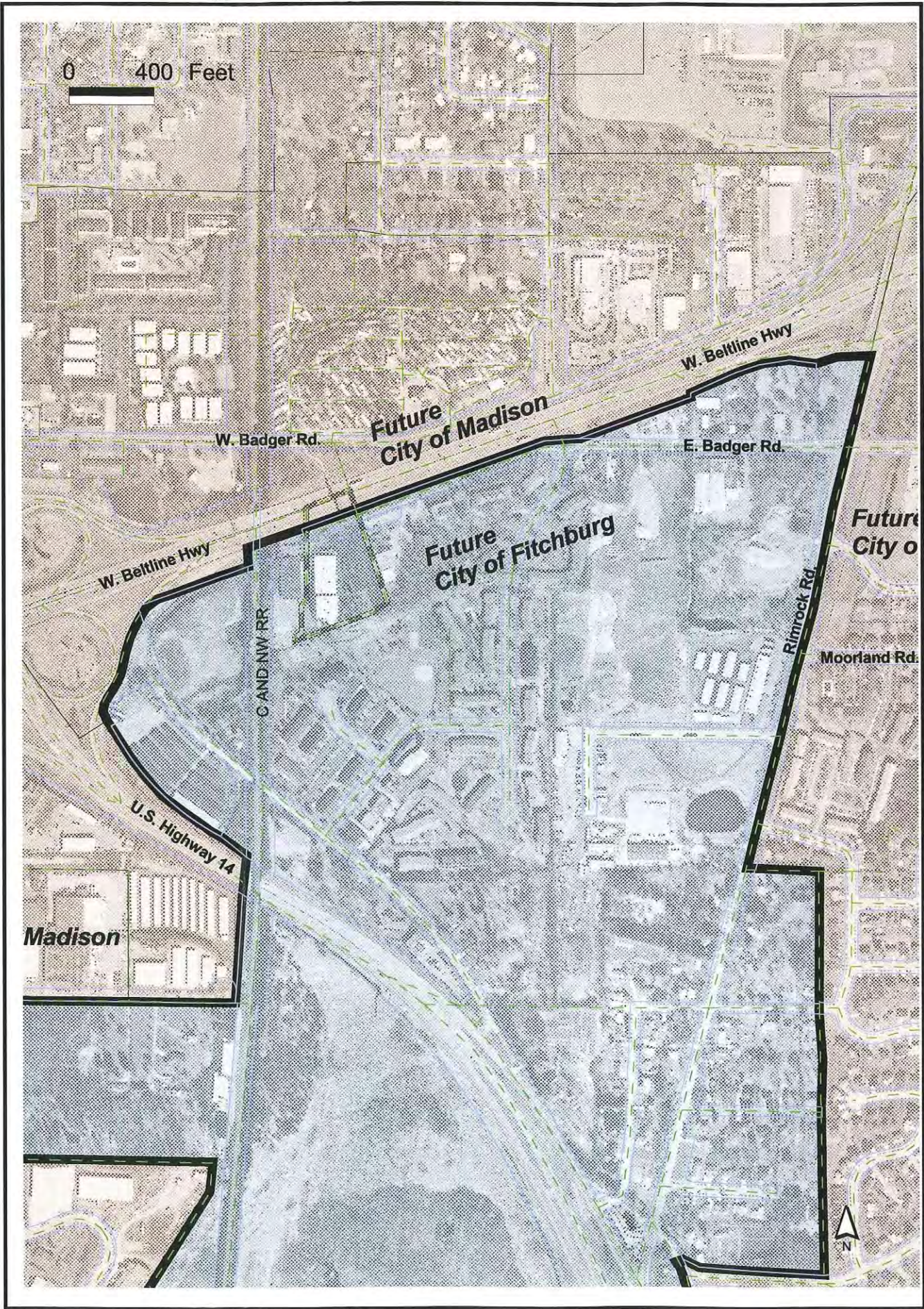


Fish Hatchery Road



U.S. Highway 14

Beltline & Rimrock



Map 6

Rights-of-Way Details




- Street Centerline (City of Madison file)
- Right-of-way lines (City of Madison file)
- Genesis Small Business Incubator
- New Madison/Fitchburg City Limits
- City of Madison Boundaries
- City of Fitchburg Boundaries




0 1 Miles

Map 7

City of Madison & City of Fitchburg (Final Boundaries)

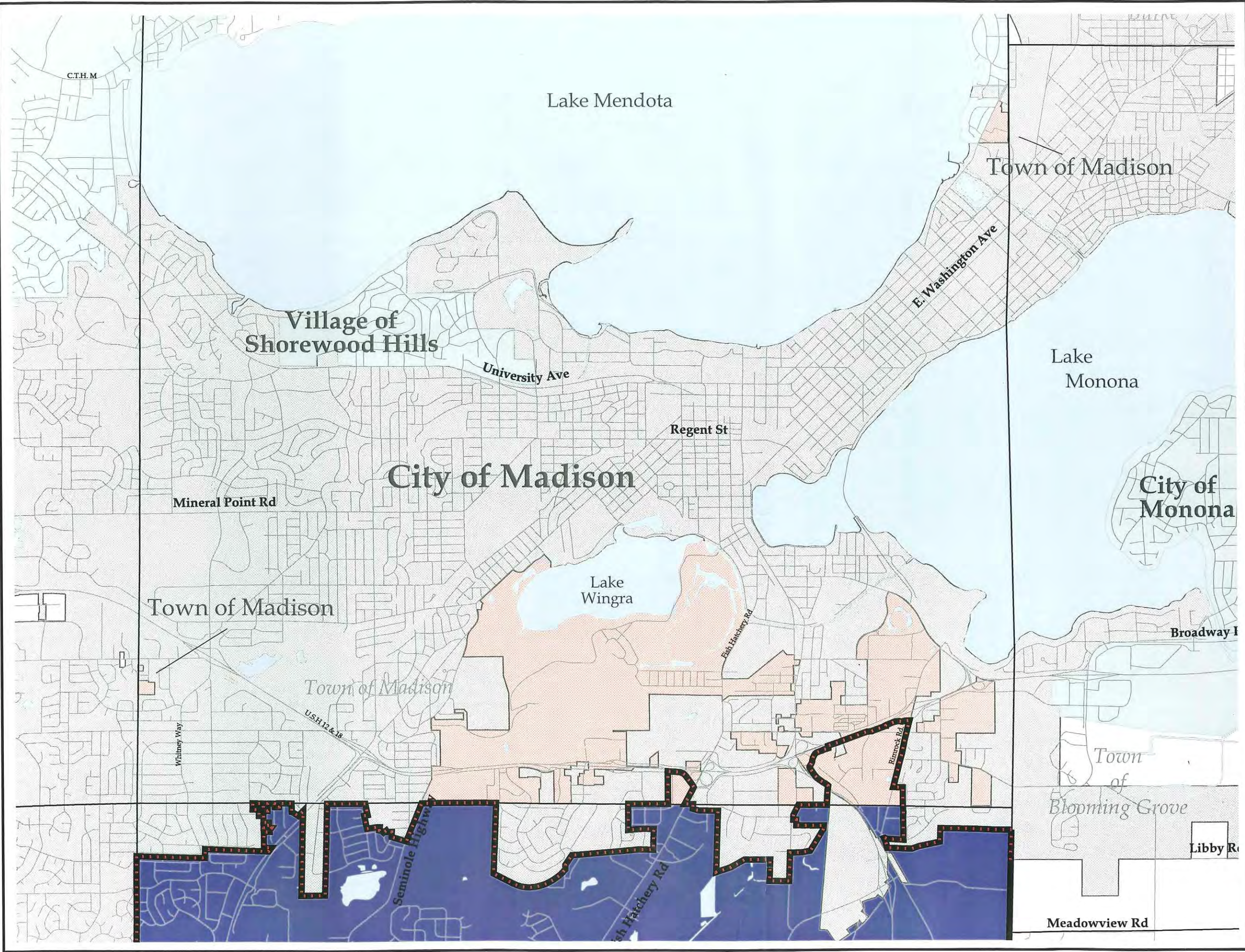
-  Town of Madison
-  City of Madison
-  City of Fitchburg

 20 Year Boundary Line
between
City of Madison
&
City of Fitchburg



0 1 Miles

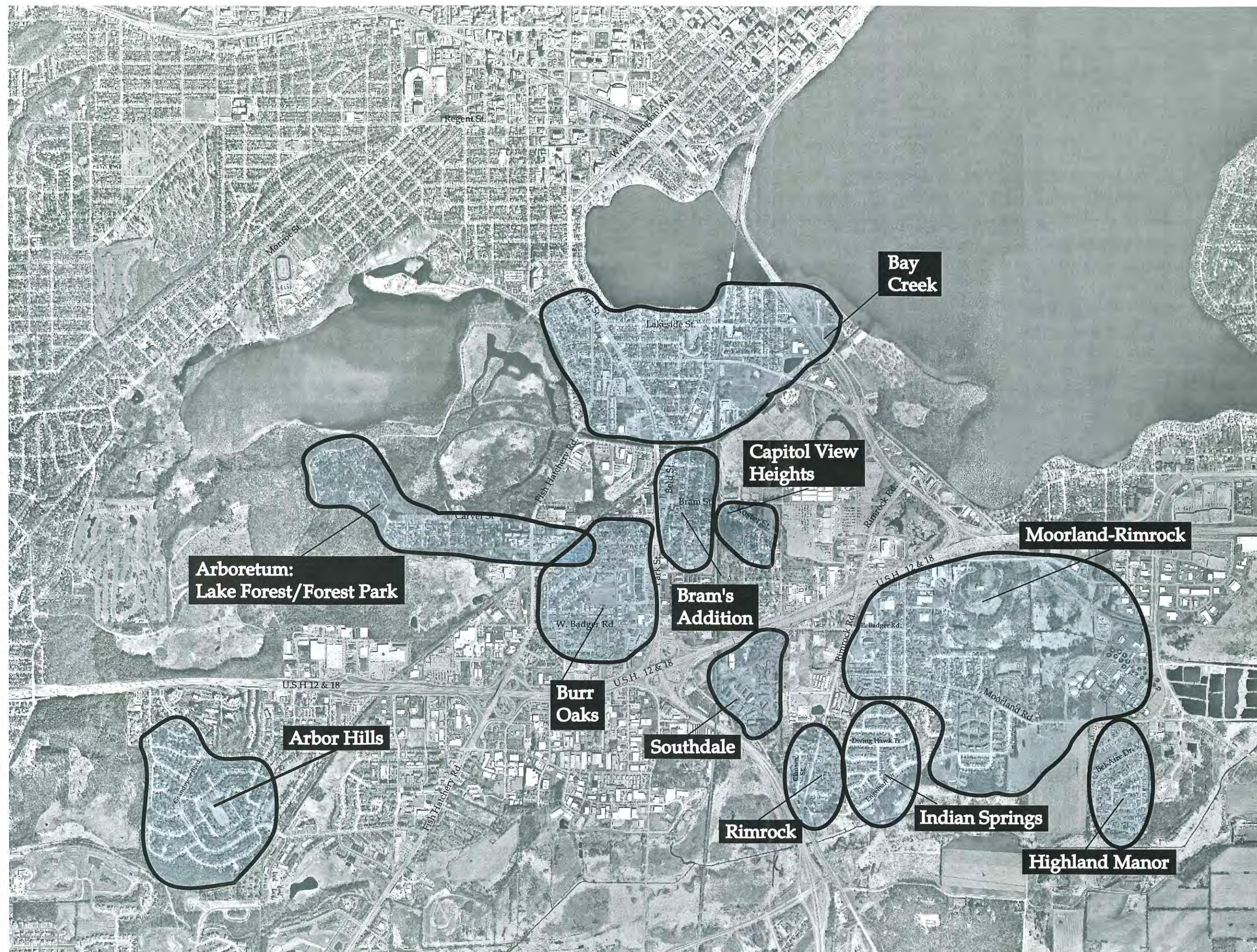
City of Madison
Department of Planning and Development,
Planning Unit
February 2003



Map 8

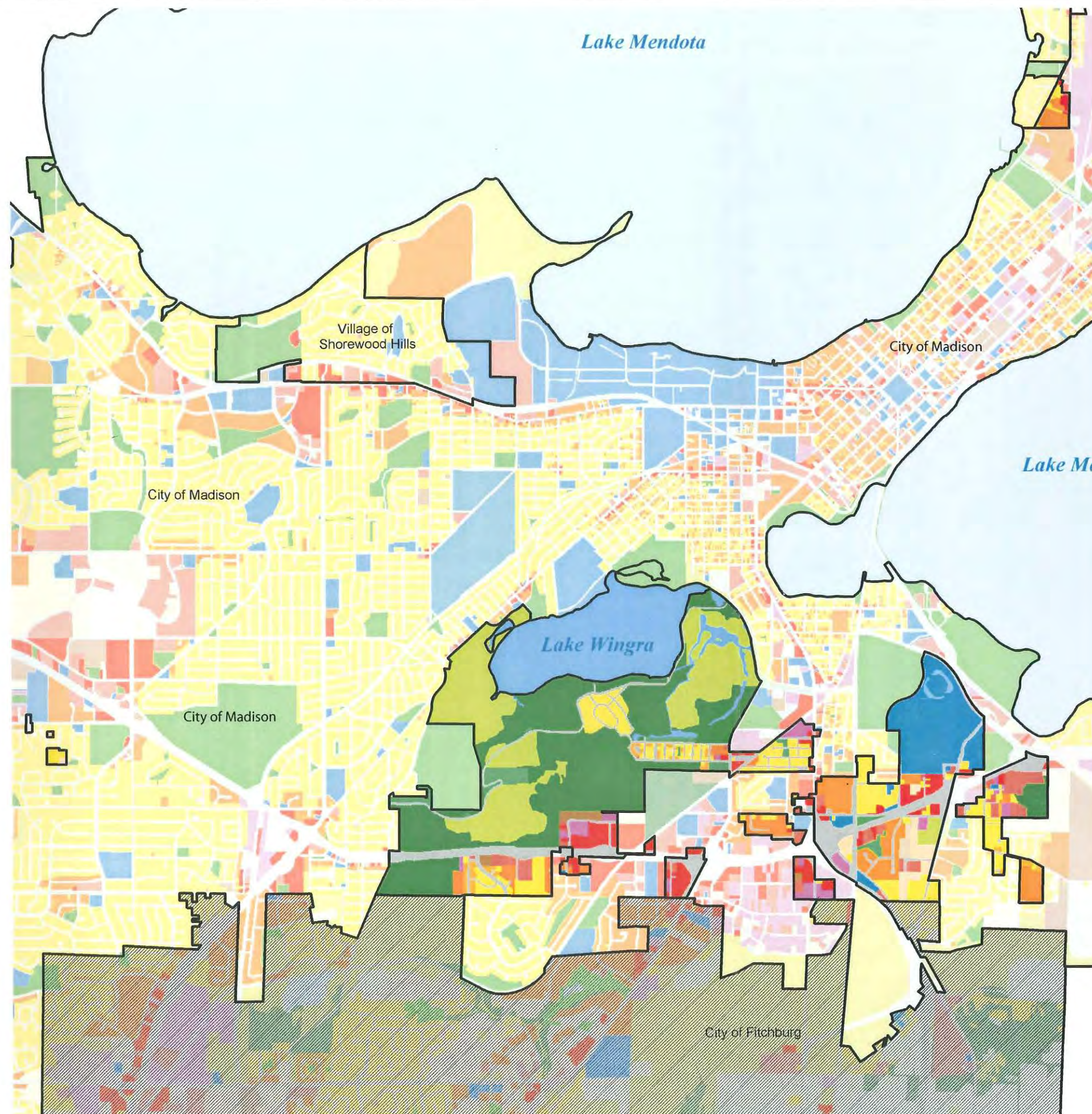
South Side Neighborhood Associations

 Neighborhood
Associations



0 2000 Feet

City of Madison
Department of Planning & Development
Planning Unit
February 2003



Map 9

Town of Madison Area Dane County, Wisconsin

2000
Land Use

- Commercial - Retail Sales
- Commercial - Retail Services
- Single Family
- Two Family
- Multi-Family
- Industrial
- Extractive
- Institutional / Governmental
- Transportation
- Communication & Utilities
- Vacant
- Under Construction
- Cemeteries
- Agriculture
- Outdoor Recreation
- Commercial Forest
- Woodland
- Undeveloped (non-agriculture)
- City of Fitchburg



Not to Scale

City of Madison
Department of Planning & Development
Planning Unit
February 2003



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

JIM DOYLE
GOVERNOR

MARC J. MAROTTA
SECRETARY

Division of Intergovernmental Relations
Post Office Box 1645
Madison, WI 53701-1645
Voice (608) 267-2707
Fax (608) 266-5519

October 10, 2003

Mr. James A. Campbell, Chairperson
Town of Madison
2120 Fish Hatchery Road
Madison, WI 53713

Mr. Dave Cieslewicz, Mayor
City of Madison
210 Martin Luther King Jr. Blvd
Room 403
Madison, WI 53703

Mr. Thomas Clauder, Mayor
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

Re: Approval of the "City of Madison, City of Fitchburg and Town of Madison
Cooperative Plan"

Dear Chairperson Campbell, Mayor Cieslewicz, and Mayor Clauder:

On behalf of the Department of Administration, I am pleased to provide you with our approval of your "Cooperative Plan" that is dated today, October 10, 2003.

Congratulations on your long, complicated, and ultimately successful effort! You have made Wisconsin history through your willingness to engage in effective and collaborative problem-solving.

In particular, I would like to recognize your counsel who were involved in this agreement, and who provided considerable assistance to the Department during our review: M. Elizabeth Winters, Richard C. Yde, James M. Voss, Katherine Noonan, and Richard K. Nordeng. Your staff, including Bradley J. Murphy, Thomas D. Hovel, and D. Richard Rose, stood ready to answer questions, and provided clarifications.

This innovative and exemplary agreement is clearly a team effort on the part of all three communities, and we appreciate the thoughtful insight and creativity that it represents. As you know, this "Plan" was reviewed by numerous municipal and county committees, boards, and commissions, and we appreciate their effort as well. This agreement will be a useful guide for other jurisdictions with a history of complicated intergovernmental interactions.

Should you, your staff, council, or board members have any questions concerning our approval document, or subsequent cooperative agreement implementation issues, please do not hesitate to contact me at (608) 266-0683.

Sincerely,


George Hall, Director

Municipal Boundary Review

October 10, 2003

Page 2

Attachment

cc: Attorney Katherine C. Noonan

Attorney Richard K. Nordeng

Attorney M. Elizabeth Winters

Attorney James M. Voss

Attorney Richard Yde

Thomas D. Hovel, Planning and Zoning Administrator, City of Fitchburg

Bradley J. Murphy, Planning Unit Director, City of Madison

D. Richard Rose, Director of Public Works, Town of Madison

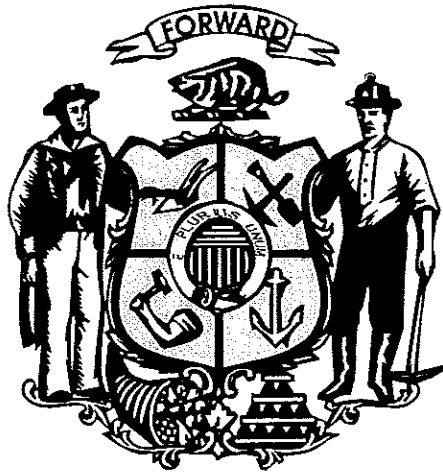
✓ Ray Fisher, Clerk, City of Madison

Donna Meier, Clerk, Town of Madison

Karen A. Peters, Clerk, City of Fitchburg

Patrick Farley, Administrator, DOA Division of Intergovernmental Relations

Mark Saunders, DOA Deputy Legal Counsel



WISCONSIN DEPARTMENT OF ADMINISTRATION

**APPROVAL OF THE CITY OF MADISON, CITY OF FITCHBURG,
AND TOWN OF MADISON COOPERATIVE PLAN**

October 2003

Introduction

The cooperative boundary 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 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 eleventh cooperative plan submitted to, and approved by, the Department.

The City of Madison, Fitchburg, and Town of Madison, adopted resolutions—on October 22, 2002, November 4, 2002, and November 5, 2002, respectively—authorizing participation in the preparation of a cooperative plan. On May 7, 2003, the Department of Administration received the *City of Madison, City of Fitchburg and Town of Madison Cooperative Plan* (hereinafter called either the “cooperative plan,” “plan,” or “plan and agreement”). Following receipt of the plan and agreement, an affected party submitted letters and questions to the Department, which were then addressed by counsel for the three municipalities involved, particularly by letters to the Department dated July 14, 2003. The Department also received a request that it conduct a legislative hearing, which was later withdrawn on July 24, 2003.

This Plan is unique in that it contemplates the orderly dissolution of the Town of Madison, provides support for Town operations, continuity for Town employees, and for extensive cooperation between the three parties to the agreement. The purpose of this cooperative plan is to “guid(e) and accomplish... 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.”¹

The Plan will establish a new permanent boundary between the Cities of Madison and Fitchburg and will result in the eventual dissolution of the Town of Madison in 20 years. The remaining period of existence for the Town of Madison is defined by the Plan as the “Protected Period.” At the conclusion of the Protected Period, all Town territory will be attached either to the City of Madison or City of Fitchburg.² The future boundary between the City of Madison and City of Fitchburg is described in Exhibit 2 of the Plan and referred to therein as the “Line.” Plan Maps 4 and 5 portray the Line between the Cities of Madison and Fitchburg, and Map 6 shows further details of the Line for specific sub-areas.

A large majority of Town of Madison territory will be attached to the City of Madison. However, the following areas of the Town will attach to the City of Fitchburg. These include the Zimbrick Area, Southdale Neighborhood, McCoy Road Area, and the Genesis Parcel:

Zimbrick Area

This Area is located in the southwest quadrant of the intersection of U.S.H.-12/18 (a.k.a. Beltline Highway) and Fish Hatchery Road. A major land use within this area is the Zimbrick automobile dealership. South of the Beltline Highway, Fish Hatchery Road constitutes a

¹ *City of Madison, City of Fitchburg and Town of Madison Cooperative Plan*, p. 1.

² *Ibid.*, Exhibit 6. This exhibit breaks down acreage and assessed value for Town territory attaching to the Cities of Madison and Fitchburg (2,209.6 acres will ultimately attach to City of Madison, 212.5 acres will attach to City of Fitchburg, and 206.2 acres will be transferred from City of Madison to City of Fitchburg).

primary gateway for the City of Fitchburg; however, none of this area is currently located within Fitchburg. The eventual attachment of this portion of the Town of Madison to the City of Fitchburg will allow Fitchburg to regulate and control land uses associated with one of its major gateways.

Southdale Area

Southdale neighborhood is situated between the Rimrock Road Neighborhood, U.S.H.-12/18 (the Beltline Highway), U.S.H.-14 (an extension of Park Street) and a few City of Madison Neighborhoods lying east of Southdale. Pursuant to the Plan, the Southdale Area will be detached from the Town of Madison and attached to the City of Fitchburg.

McCoy Road Area

This consists of 206 acres of land currently in the City of Madison located west and south of USH-14, which will be detached from the City of Madison and attached to Fitchburg. The land is mainly undeveloped, with significant acreage comprised of wetlands within the Nine Spring E-Way. During the Protected Period, the Plan provides that the land may only be used for conservancy purposes, governmental purposes, or use by a non-profit agency for the benefit of the entire community.³

Genesis Parcel

The Genesis parcel was annexed into the City of Madison from the Town of Madison in November of 2002. Pursuant to the Plan, this parcel shall be detached from the City of Madison and attached to the City of Fitchburg after the 20-year Protected Period.

The Plan further specifies how attachments or annexations of Town of Madison lands may occur prior to the end of the Protected Period.⁴

1. "Early Attachments" are allowed with approval of the Town Board and affected landowners. The City of Madison or Fitchburg Common Council may adopt an ordinance attaching territory constituting an "Early Attachment."
2. The University of Wisconsin Arboretum, certain highway right-of-way segments, and Lake Wingra shall be attached to the City of Madison after adoption of an ordinance by the Common Council and the Department's approval of the Plan.
3. The potential for a tax incremental district (TID) or redevelopment district (RD), or both shall entitle the City of Madison and Fitchburg to Early Attachments if certain conditions are met.⁵ The conditions include blight studies and preparation of a TID or RD plan for any Early Attachment territory. The Cities shall provide revenue sharing payments to the Town to compensate for lost revenues due to Early Attachments. The City of Madison may use an Early Attachment no more than twice and Fitchburg once.⁶
4. The Plan provides that the recent Mortenson Annexation by the City of Madison will remain in the City, but be subject to a revenue sharing payment to the Town.

If there are Early Attachments, the Plan calls for land north of the Line to be attached to the City of Madison and land south of the Line shall be attached to Fitchburg. Early Attachments need not be contiguous to the attaching City and may be of any size or shape (subject to

³ Cooperative Plan, p. 11.

⁴ See Cooperative Plan, Section 8, pp. 9-12, and Exhibit 1, pp. 2-5, for specific wording.

⁵ Ibid., pp. 10-11.

⁶ Ibid.

limitations for TIDs and RDs) because contiguity will be established at the end of the Protected Period when the Town of Madison is dissolved. The Cities of Madison and Fitchburg may reject any attachment petition that is not configured or located in a manner that enables the city to provide adequate and timely service. The Plan also allows the Cities to confer with and make recommendations to landowners interested in attachment.⁷

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 examines the ways in which the Cooperative Plan complies with the 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.

Before cooperative plans are submitted to the Department, a joint public hearing is required to receive public comment. Pursuant to s. 66.0307(4)(a), Wis. Stats., a joint public hearing was held by the City of Madison, Town of Madison, and City of Fitchburg on March 5, 2003. A transcript of the public hearing and comments received at the hearing are attached to the Cooperative Plan as part of Exhibit 11.

Exhibit 8 of the Cooperative Plan contains copies of authorizing resolutions approved by the Cities and Town. Governmental units that were provided notice pursuant to s. 66.0307(4), Wis. Stats., are listed in Exhibit 9. They include the Wisconsin Departments of Natural Resources (WDNR), Transportation (WisDOT), and Agriculture, Trade and Consumer Protection (DATCP), the regional planning commission, area school districts, municipal clerks from neighboring municipalities, the county clerk, and this Department.

Section 66.0307 (4) (d) 2., Wis. Stats., provides that citizens opposing a cooperative plan and agreement may submit a petition requiring a super-majority vote by a governing body, and no such petition was submitted. Following approval of a cooperative plan by the governing bodies of the participating municipalities, and prior to submission to the Department, an advisory referendum pursuant to s. 66.0307 (4) (e), Wis. Stats., may be conducted if requested by a petition signed by qualified electors. In this instance, no formal advisory referendum was requested prior to submission of the Plan to the state.

Following receipt of a cooperative plan by the Department, a public hearing may be requested, or the Department may, on its own motion, conduct a public hearing. In this instance, a public hearing was requested, and later withdrawn following an exchange of explanatory letters by the parties. The substance of the various concerns is examined on the following pages 6 through 8. The Department finds that the purpose of the Cooperative Plan is clear and that the information submitted to the Department is sufficiently adequate so that no additional public hearing (beyond the March 5, 2003, joint public hearing⁸ conducted by the parties) is necessary.

⁷ Ibid.

⁸ Ibid., Exhibit 11.

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, particularly following the review of letters received from Attorneys Michael J. Lawton, Richard C. Yde, and Beth Winters. 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 Plan; identification of a time period specifying the duration of the Cooperative Plan, identification of boundary change areas and the conditions for the changes and when they may occur; explanations 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; 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 contains evidence that opportunities for public 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 Cooperative Plan was reviewed by commissioners and staff from the Dane County Regional Regional Planning Commission (DCRPC). With congratulations to the cities and town, DCRPC indicated that the plan “is consistent with the Dane County Land Use and Transportation Plan.” “No changes to CUSA (Central Urban Service Area) or environmental corridor boundaries are proposed in the plan.”⁹ In addition, staff stated that the Cooperative Plan was not in conflict for eight of the eleven *Dane County Land Use and Transportation Plan* goals, and would enhance three of the goals (provide a range of affordable housing, provide an integrated all-mode transportation system, and provide employment opportunities and a diverse economic base).

In addition, the Cooperative Plan engendered two sets of comments that warrant further discussion. These comments originated from the Dane County Zoning and Natural Resources Committee, and Attorney Michael J. Lawton on behalf of his client, Adams Outdoor Advertising, Inc.:

The Dane County Zoning and Natural Resources Committee wrote that it does not object to the Cooperative Plan provided that:

- Proposed extra-territorial and eventual municipal zoning over current Town territory continue to accommodate the current uses and planned expansions of the Alliant Energy Center

⁹ Cooperative Plan, Exhibit 11, Letter, dated February 28, 2003, from Ken Golden, Chair of the DCRPC, to the Cities and Town, and “RPC Staff Review,” dated February 27, 2003.

- The Alliant Energy Center be kept fiscally whole from the eventual loss of Town of Madison hotel tax revenues.
- During the protected period, the cities coordinate their extraterritorial zoning decisions with the county.¹⁰

The County's request that zoning matters be coordinated with them is addressed on page 23 of the "Cooperative Plan," wherein the two Cities express their intention to establish extraterritorial zoning committees pursuant to s. 62.23 (7a), Wis. Stats., in order to effectuate interim zoning in coordination with the Town, prior to the preparation and adoption of comprehensive zoning ordinances. During the process of zoning ordinance adoption, public hearings and other formal and informal coordination mechanisms will occur that will provide opportunities for issues relating to all property owners, including the County, as operator of the Alliant Energy Center facility, to be raised and addressed. Section 66.0307 (7m), Wis. Stats., specifically addresses the conditions when Town/City zoning may supercede County zoning (and s. 13.48 (13), Stats., suggests that County facilities are subject to local regulation when their construction and location is not mandated by statute¹¹).

An example of existing cooperation between the City of Madison and the County is the coordination by the City/County over land use and other related issues involving the Dane County Airport facility. These particular coordination issues are not uniquely associated with the proposed Plan, but could occur at any time should a municipal annexation be proposed that would include the Alliant Energy Center facility, and any outcomes would be guided by existing statutory procedures. The County would like to maintain the status quo that it presently enjoys with the Town of Madison, including the current level of room tax receipts that it receives. The City of Madison states that it will work with the County regarding the operation of the County's Alliant Energy Center enterprise at the time when a transfer from the Town occurs, and argues "...that these concerns do not impact the statutory requirements for approval of the subject Cooperative Plan,," and the Department agrees.

The second area of concern was expressed in a letter to the Department dated June 20, 2003, by Attorney Michael J. Lawton on behalf of his client, Adams Outdoor Advertising, Inc. Adams Outdoor Advertising is currently located in the part of the Town of Madison that lies south of the "Beltline," and on the north edge of the Southdale Neighborhood.¹² In essence, Adams Outdoor Advertising would prefer, for reasons they decline to state, be attached to the City of Madison instead of being attached to Fitchburg along with the rest of the Southdale Neighborhood.

¹⁰ Cooperative Plan, Exhibit 11, Letter, dated March 25, 2003, from Dane Co. Zoning and Natural Resources Committee to the Cities and Town. With respect to Dane County's seeking to maintain existing policies agreed to between the Town of Madison and County concerning the operation of the Alliant Energy Center, the City of Madison responded to the County's original request dated October 22, 2002, by letter dated December 11, 2002, saying that it "...recognize(s) the importance of the Alliant Energy Center to the larger community and will always stand ready to cooperate with AEC staff to explore mutually acceptable solutions to regulatory problems, it (City) cannot responsibly agree to adopt current policies and practices of the Town to address regulatory and fiscal issues which may evolve over the next 20 years and which may call for new and different approaches."

¹¹ See Curt Witynski, Legal Counsel, "When Counties and Municipalities Clash: Who Has Authority Over Whom? (League of Wisconsin Municipalities; Legal Resources: December 1998 Comment).

¹² The Southdale Neighborhood is currently an area of mixed industrial and commercial uses that are currently in a state of transition and redevelopment; along with residential uses and parcels of vacant land – described on page 8 of the Cooperative Plan, and that prospectively will either be annexed to the City of Fitchburg at the end of 20 years, or may be attached at an earlier date.

On behalf of Adams Outdoor Advertising, Inc., Attorney Lawton enumerated five concerns, saying: 1) That the Cooperative Plan is in conflict with s. 66.0307, Wis. Stats., insofar as it "creates uncertainty as to the future use of the Adams property, injures the value of such property and creates a form of 'condemnation blight' on the property because of the potential that the City of Fitchburg may seek to acquire the Adams land, which is not blighted, at some vaguely defined future date"; 2) that the Cooperative Plan (as required by s. 66.0306 (3) (d), Stats.), "...fails to specify the precise boundary of the early annexation area within Fitchburg in which the Adams' land is located..."; 3) that the Department following s. 66.0307 (5) (c), Stats., "...can approve the Plan only if specified requirements are met. In this case, the Plan does not comply with sub. 2, as the Plan does not comply with the state law for the reasons set forth above"; 4) that the Plan does not comply with s. 66.0307 (5) (c) 4. Stats., (relating to boundary changes that are "...reasonably compatible with the characteristics of the surrounding community...") insofar as the Adam's property is claimed to have more in common with the City of Madison than with the City of Fitchburg (as it is served by the City of Madison water utility, has bus service, and currently lies geographically closer to City of Madison); and 5) that s. 66.0307 (5) (c) 5., Stats., (which states "The shape of any boundary maintained or any boundary change under the cooperative plan is reasonably compatible with the characteristics of the surrounding community) is violated as the Adams property lacks required compatibility with the City of Fitchburg.

In summary, Adams Outdoor Advertising states that it is aggrieved because of uncertainty over what will happen to its property under the Cooperative Plan, that the Cooperative Plan fails to provide certainty regarding when attachment will occur, the property that will be attached, and states that its property is incompatible with City of Fitchburg, and seeks to have the Department return the Cooperative Plan to the parties for additional work.

Attorneys M. Elizabeth Winters, representing City of Fitchburg, and Richard C. Yde representing Town of Madison, provided letters to the Department dated July 14, 2003, that respond to these issues.¹³ Their answers will be briefly summarized in the following paragraphs.

Attorney Yde addresses the issue of uncertainty over the use and value of the Adams' property by stating that the Cooperative Plan provides more certainty for Adams, not less: Currently the Adams' property is subject to a pending annexation by Fitchburg, and could be subject to involuntary annexation either to the City of Madison, or included within incorporation of the Town as a city or village, or consolidation with either City. With respect to condemnation, "Even assuming that the possibility of condemnation does adversely affect value, the Plan does not increase the likelihood that the Adams property will be condemned. As previously noted, Adams is already subject to annexation. Moreover, the Town has the authority to condemn property for redevelopment purposes under Wis. Stats., Section 66.1341." It is important to understand that the Plan does not undermine nor supercede various protections afforded property owners by the Wisconsin Statutes.

With respect to whether or not the boundary change proposed by the Cooperative Plan is "reasonable" or not (namely whether the Adams parcel, and the Southdale Neighborhood of which it is a part, is associated more with Madison than with Fitchburg), Adams correctly notes

¹³ As does the information provided in the "RPC Staff Review," Exhibit 11, in which staff state that "Fitchburg is in a better position to provide resources in the Rimrock Road Area."

that this area is served by City of Madison water and bus service,¹⁴ and these services are by contract, and could remain in place whenever attachment to City of Fitchburg occurs. But more importantly, land use situs and structure connections (the types and strengths of inter-relationships between and among individual parcels and associated land uses, along with the urban infrastructure that serves them) associated with the City of Madison are tenuous at best, and were totally severed when the Beltline Highway was reconstructed several years ago and all direct physical access was lost.

Lack of direct access, parcelization, and the nature of past land use regulatory practices in response to landowner preferences, along with changing land values, have triggered land use succession on a large scale that is based on a number of issues, catalyzed by the presence of a "brownfield" site, and the recent Novation project. This area is presently part of the Town's *Site Redevelopment Strategy and Concept Plan* (2002) and the *Neighborhood Revitalization Strategy Area Plan* (2001),¹⁵ and is currently separated by the West Beltline Highway, and USH "14," and "...has more connections to Fitchburg's Rimrock Neighborhood than to any neighborhoods in either the City or the Town of Madison."¹⁶

As Attorney Winters points out, the standard to be considered by the Department is whether the boundary change is "reasonably compatible with the characteristics of the surrounding community," and secondly, that the boundary change "is not the result of arbitrariness." (s. 66.0307 (5) (c) 4., and 5., Stats.). Both Cities have previously established areas of interest in collaboration with the Town (for example, the City and Town of Madison redevelopment efforts in the Burr Oaks/Brams Addition neighborhoods astride South Park Street), and the Cooperative Plan and Agreement is consistent with these efforts along with existing adopted plans and capital projects. Regardless of which city ultimately accepted jurisdictional responsibility for the Southdale Neighborhood, all property owners, and not just Adams alone, face potential redevelopment challenges and opportunities.¹⁷

Fitchburg is currently providing municipal (including public safety) services to the Rimrock Road neighborhood, and these will be extended northward to the Southdale neighborhood. That the Southdale Neighborhood receive sound land use planning and be the beneficiary of workable redevelopment strategies are of great importance to both Cities. But because of the *location* of the Rimrock Neighborhood, and the effect the physical development of Southdale will have upon it, the *physical separation* of Southdale from City of Madison, and the existing planning and development history of the area, it is "reasonable" that parties to the Cooperative Plan and Agreement decided to attach the Southdale Neighborhood to City of Fitchburg rather than to City of Madison.

As part of their argument that the Department should return the Cooperative Plan to the parties, Adams suggests that more certitude is required with respect to the boundaries to be maintained, and to the timing of any attachments (early annexation) to the City of Fitchburg.¹⁸ With

¹⁴ Madison Metro serves City of Middleton, City of Fitchburg and Town of Madison by contract for transit service subsidy payments under a negotiated formula. Metro also provides transit service to the City of Monona and Villages of Shorewood Hills and Maple Bluff on bordering streets, without agreements for payment.

¹⁵ *Cooperative Plan and Agreement*, p. 17.

¹⁶ Letter from Attorney M. Elizabeth Winters to George Hall, July 14, 2003, page 2. See also Map 6 of the *Cooperative Plan and Agreement*. The Southdale area is described in considerable detail on p. 8.

¹⁷ See Richard F. Babcock, *The Zoning Game, Municipal Practices and Policies* (University of Wisconsin Press, 1966). Though nearly 40 years old, this lucid account of private sector and municipal land development practices is still applicable today.

¹⁸ Letter from Attorney Michael J. Lawton to George Hall, June 20, 2003, page 2.

respect to boundary changes, s. 66.0307 (2) (a-d), Stats., provides for a *spectrum* of options to be considered by the parties, intending for the parties to select one or more on which to base the content of the Cooperative Plan and Agreement, including sub. (c), "That a 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," which is the method selected by the parties to the Cooperative Plan.

Consideration of the comments received, along with the Department's analysis of the Cooperative Plan, suggest that the plan as approved by the parties 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 Plan does not directly require the City or Town to provide any new services to the area covered by the Plan. Existing services, including those provided by contract, will remain. The Cooperative Plan has sub-sections that discuss specific local services. At the conclusion of the Protected Period, the Cities of Madison and Fitchburg will be providing full urban services to the former Town residents and property owners at the same levels at which all other residents and areas of the respective cities are served.¹⁹

Water

The Plan states that approximately 90% of the developed parcels in the Town are connected to Madison municipal water. These parcels will remain connected to the Madison Water Utility at the end of the Protected Period, including those parcels that attach to Fitchburg unless Fitchburg decides to connect any or all customers located within Fitchburg directly to the Fitchburg Utility District. During the Protected Period, the parties will cooperatively determine efficient means for the extension of water services to new customers.

Town residential parcels located in the Lake Forest and Forest Park and areas west of Fish Hatchery Road near the Town Hall are not currently customers of the Madison Water Utility. Many of these properties are part of the Lake Forest Water Cooperative, which operates two wells. Other homes in this area have private wells. Before the end of the Protected Period, members of the Lake Forest Water Cooperative may request to be served by the Madison Water Utility with costs of the upgrade assessable to benefited properties. Individual properties may be connected to the Madison Water Utility before the Protected Period expires.²⁰

The Madison Water Utility will continue providing wholesale water to the Rimrock Road Neighborhood in Fitchburg as set forth by an agreement between the Cities of Madison and Fitchburg that was executed on November 8, 2002.²¹

¹⁹ Plan, p. 22.

²⁰ Ibid., p. 19.

²¹ Ibid.

Sanitary Sewer

Most Town properties are currently serviced by the Oakridge Sanitary Sewer District, with some properties served by the Madison Sewer Utility, or a combination of the two. At the conclusion of the Protected Period, Oakridge Sanitary Sewer District customers will in all likelihood become part of the Madison Sewer Utility. All parcels that attach to Fitchburg will continue to be served by the Madison Sewer Utility on a retail basis until Fitchburg decides when to connect customers to Fitchburg's Utility District.²²

The Cities and Town will cooperate to provide the most efficient means for the extension of new sewers. During the Protected Period, Town residents within the Forest Park area may hook into either the Oakridge Sanitary District or Madison Sewer Utility. The costs of connection will be assessed to benefited properties.

Stormwater

The City and Town of Madison agree to continue their current cost participation policy for improvements that drain areas located in both municipalities. At the conclusion of the Protected Period, all territory located within the City of Madison shall be served by The Madison Stormwater Utility and subject to the City's stormwater ordinance. The Town may set up its own stormwater utility during the Protected Period.²³

Streets

The Parties will continue working together on road improvements along their common borders. Current policy, which is to split street maintenance costs based upon street frontage, is likely to be utilized for these road improvements, unless the affected municipalities agree upon another method.²⁴

Transit

The Town and Cities agree to provide equitable financial support for transit services provided by Madison Metropolitan Transit System during the Protected Period. The parties will maintain support as provided on November 8, 2002, or for changes to service approved by the Parties.²⁵

Health

The Dane County Health Department currently serves the Town. The County and City of Madison are currently in discussions regarding a merging of their Health Departments.

Cable Television

The Town is party to a Franchise Agreement with Charter Cable Partners, L.L.C. The Franchise Agreement ends in 2013. When a new agreement is negotiated for cable television provision to the Town, the franchise agreement shall include a provision that it terminates at the end of the Protected Period.²⁶

²² Ibid.

²³ Cooperative Plan, p. 20. Stormwater management at the Alliant Energy Center is a matter that eventually remains to be resolved between the City of Madison and Dane County.

²⁴ Ibid.

²⁵ Ibid.

²⁶ Cooperative Plan, p. 21.

Police, Fire and Emergency Medical Services (EMS)

All of the parties have full-time police departments. The City of Madison has full-time, paid fire and EMS employees. Fitchburg and the Town of Madison have a combination of paid and volunteer fire departments and full-time ambulance services. Upon attachment of Town territory to the City of Madison or Fitchburg, lands will be served by the respective City to which they are attached.

The plan provides detailed maps of certain right-of-ways that clarify jurisdictional lines for purposes of emergency response. These areas include Seminole Highway, Fish Hatchery Road, U.S.H. 14 and Beltline, and Rimrock Road.²⁷ All Beltline right-of-way within the cooperative plan territory will become part of the City of Madison for the simplicity and consistency of emergency responses for the Beltline Highway.

Town Governance, Zoning and Plats

The Town of Madison retains full and independent governmental authority over lands within the Town, except as otherwise mutually agreed during the Protected Period. The Plan specifies that the Town shall exercise its authority in good faith for Town interests and leave the Town's finances and property in reasonable condition for transfer to the Cities.²⁸

Two separate extraterritorial zoning committees shall be established for Town of Madison territory. One for the area north of the Line, which will include persons from the City of Madison and Town, and one for the area south of the Line, which will be constituted with persons from Fitchburg and the Town. Furthermore, the Plan states:

[The Cities of] Madison and Fitchburg shall each adopt, administer, and enforce an interim zoning ordinance for that area in each city's specified extraterritorial zoning jurisdiction that will freeze existing zoning. Pursuant to Sec. 62.23(7a)(c), the Plan commissions of Madison and Fitchburg, along with the extraterritorial zoning committees shall prepare comprehensive zoning ordinances that will succeed the above interim zoning ordinances. The Extraterritorial Zoning shall take effect as soon as possible upon State approval of this Plan.²⁹

Land division authority will be exercised jointly by the Town and Cities through extraterritorial plat approval jurisdiction throughout the Protected Period. The City of Madison's extraterritorial plat approval jurisdiction will overlay territory north of the Line, as Fitchburg plat approval jurisdiction will overlay Town lands south of the Line.³⁰

²⁷ See Cooperative Plan, p. 21 for details.

²⁸ Cooperative Plan, p. 22.

²⁹ Cooperative Plan, p. 23.

³⁰ Ibid.

(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 Town of Madison is currently fragmented into nine areas including irregular peninsulas. Many areas of the Town are nearly surrounded by the City of Madison and all three jurisdictions are part of the same urban system. The logical and easily understandable municipal border that will result from the Plan will enable uniform regulation over territories that are currently under a virtual checkerboard of regulatory authority. The Plan states:

The final boundary between Madison and Fitchburg and the interim planning provisions within the Plan will enable both municipalities to engage in more orderly land use planning and development, without wasting public resources on divisive boundary disputes.³¹

The boundaries proposed in the Plan were agreed upon after discussion, negotiation and compromise on the part of each Party. Approximately 90% of the land in the Town will attach to the City of Madison. The new boundaries will not only reduce confusion over jurisdictional boundaries, but also make it easier to provide cost-effective and efficient governmental services.³²

The Plan authors recognize that not all boundary irregularities will be completely resolved. However, the "Line" will eventually be more regular than it is now. The Plan indicates that there are a number of economic, legal and political reasons why some irregularities cannot be resolved, at least at this time. As an example, it may appear that the Allied Drive peninsula would more logically be part of Fitchburg, however, the City of Madison's Tax Incremental District No. 29 includes the Allied Drive neighborhood and nearby commercial developments. The TID's recent commercial development is producing revenue to be spent on improvement projects within the Allied Drive neighborhood. The continued success of these improvements to the Allied Drive neighborhood depends upon the entire TID No. 29 remaining within the City of Madison.³³

Present and potential transportation systems

Cooperative Plan Map 3 depicts the arterial street and highway system. A number of major arterials and highways traverse the Plan territory. These include the Beltline Highway (S.T.H. 12/18), S.T.H. 14, C.T.H. MM, Rimrock Road, Park Street, Fish Hatchery Road, and John Nolen Drive. Cooperative Plan Map 6 depicts detailed ortho-photos illustrating right-of-ways—Seminole Highway, Fish Hatchery Road, U.S.H. 14, Beltline and Rimrock Road—where the municipal boundaries will be altered.

The Department finds that the Cooperative Plan territory is compatible with adjacent areas with respect to transportation.

³¹ Cooperative Plan, p. 4.

³² Cooperative Plan, p. 7.

³³ Ibid.

Sewer, water and storm drainage facilities and other infrastructure

Most Town properties are currently serviced by the Oakridge Sanitary Sewer District, with some properties served by the Madison Sewer Utility, or a combination of the two. There are segments of sewers where effluent flows into a City of Madison sewer, then to a Town sewer and then back to a City sewer. The Plan states that approximately 90% of the developed parcels in the Town are connected to Madison municipal water. Most of those parcels not connected to Madison municipal water are part of the Lake Forest Water Cooperative. The City of Madison and Town of Madison will continue their cost participation policy for storm water retention improvements that drain both municipalities. At the end of the Protected Period, territory that attaches to the City of Madison will be served by the Madison Stormwater Utility and regulated by the City stormwater ordinance.

Fiscal capacity

In 2001, the City of Madison had nearly \$14 billion in equalized value. The City of Fitchburg has over \$1.3 billion in equalized value in 2001.³⁴ Both of these cities are capable of financing a full range of services to those areas destined to be served according to provisions within the Cooperative Plan. The City of Madison intends to contribute substantial resources toward redevelopment and revitalization of south Madison, which includes the vast majority of the Town.

Shopping and social customs

The City of Madison is a major center of commerce for south central Wisconsin. The central business district provides a community-wide gathering place for major events, and meeting space for various social organizations, as well as being a shopping district. Various churches and social organizations exist throughout the Cities and Town. As with any metropolitan area, persons shop and socialize in many of the municipalities that constitute Greater Madison, including Fitchburg and the Town of Madison.

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 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 by the Department, is to provide for the orderly assimilation of the entire territory of the existing Town of Madison, and to create a long-term boundary ("Line") between the Cities of Madison and Fitchburg. 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 approximately 3.9 square miles (in nine discontinuous areas) through annexation to City of Madison or incorporation into the Villages of Shorewood Hills and Maple Bluff.

³⁴ Wisconsin Department of Revenue, *Town, City, and Village Taxes, 2001*.

The proposed final boundary is largely centered around the survey township line that originally formed the boundary between the Town of Madison and the then Town of Fitchburg, with numerous exceptions based on natural and developed features. As has been previously noted, exceptions (both north and south of the proposed “Line”) exist either to continue existing tax increment district programs, to re-align street right-of-way as to place jurisdiction under one entity, to better align previously annexed property (such as the Genesis parcel, and the McCoy Road Area) with the jurisdiction of surrounding parcels, or to conform with existing City of Madison neighborhood boundaries and existing environmental corridors.³⁵

The Plan posits no “attachments,” or “annexations” of Town lands prior to the end of the “protected period” (11:59 p.m., October 30, 2022). However, an “Early Attachment” procedure is provided for on “...forms signed by all the owners of all land, exclusive of Town roads abutting such land,” that may occur to either City of Madison or City of Fitchburg.³⁶ In addition, certain University of Wisconsin Arboretum lands along with highway right-of-way, portions of Lake Wingra, and the McCoy Road Area, are identified as candidates for “Early Attachment” and these attachments shall or may occur upon state approval of this Cooperative Plan. The creation of a tax increment district or redevelopment district may also occasion “Early Attachment” pursuant to conditions spelled out on pages 10 through and 11 of the Plan. The Plan envisions that all “Early Attachments” will be consistent with the “Line” forming the agreed-upon boundary between the Cities of Madison and Fitchburg. “Early Attachments” may create temporary town islands, but these will be “cured” at the end of the “Protected Period,” when all remaining Town lands transfer to the two cities.

Environmental Protection

Much of the existing territory covered by the Plan is already developed, and the entire territory is subject to the Dane County Water Quality Plan, which contains areas identified as environmentally sensitive from which development has been excluded.

As noted in the Plan, the Town has identified eight development and redevelopment sites that will provide opportunities for additional employment and housing, along with amenities that meet commercial service, health care, and shopping needs. Infill development served by a full range of urban services will offer the opportunity to forestall equivalent development that would otherwise occur at the periphery of the metropolitan area, and thereby precipitate additional commuting. The planning by the Town and Cities will indirectly forestall additional air quality impacts, as well as help to fulfill Madison’s Climate Protection Plan (2000).

Opportunities will occur over the planning period to connect properties now on private wells to Madison’s and Fitchburg’s water utilities. “At the end of the Protected Period, all properties that will become part of Madison will be subject to Madison’s stormwater ordinances. All three communities will also comply with applicable Dane County Stormwater Management Requirements.”³⁷ In addition, properties currently on private septic systems (namely the Forest Park area) will ultimately be connected to the Madison Sewer Utility.

The following table (unedited) taken from the WDNR’s *Wisconsin Natural Heritage Inventory* database lists threatened and endangered species (of either global or state rank) for the survey township of Madison:

³⁵ *Cooperative Plan and Agreement*, pp. 6-9.

³⁶ *Ibid.*, p. 9

³⁷ *Ibid.*, pp. 26-7.

Threatened and Endangered Resources Located in Town of Madison

Map_unit, Group, Scientific, Common, Federal, State, SRank, GRank, Date, Total
 Note:, Query, returned, sensitive, elements, not, mapped, below, county, level
 40709, COMMUNITY, SOUTHERN DRY-MESIC FOREST, SOUTHERN DRY-MESIC
 FOREST,, NA, S3, G4, 1969, 1
 40709, COMMUNITY^, CALCAREOUS FEN, CALCAREOUS FEN,, NA, S3, G3, 1972, 1
 40709, COMMUNITY^, SPRINGS AND SPRING RUNS; HARD, SPRINGS AND SPRING
 RUNS; HARD,, NA, S4, GU, 1972, 1
 40709, FISH^, ACIPENSER FULVESCENS, LAKE STURGEON,, SC/H, S3, G3, 1991, 4
 40709, FISH^, COREGONUS ARTEDI, LAKE HERRING,, SC/N, S3, G5, 1980, 4
 40709, FISH^, FUNDULUS DIAPHANUS, BANDED KILLIFISH,, SC/N, S3, G5, 1975, 2
 40709, FISH^, NOTROPIS ANOGENUS, PUGNOSE SHINER,, THR, S2S3, G3, 1900, 2
 40709, FROG^, RANA CATESBEIANA, BULLFROG,, SC/H, S3S4, G5, 1986, 1
 40709, HERPTILE^, ACRIS CREPITANS BLANCHARDI, BLANCHARD'S CRICKET
 FROG,, END, S1, G5T5, 1957, 1
 40709, MAMMAL, REITHRODONTOMYS MEGALOTIS, WESTERN HARVEST
 MOUSE,, SC/N, S2, G5, 1968, 2
 40709, MAMMAL, SPERMOPHILUS FRANKLINII, FRANKLIN'S GROUND
 SQUIRREL,, SC/N, S2S3, G5, 1944, 1
 40709, PLANT, AGASTACHE NEPETOIDES, YELLOW GIANT HYSSOP,, THR, S2, G5, 1922, 2
 40709, PLANT, ARABIS SHORTII, SHORT'S ROCK-CRESS,, SC, S2, G5, 1884, 1
 40709, PLANT, ASCLEPIAS LANUGINOSA, WOOLY MILKWEED,, THR, S1S2, G4?, 1892, 2
 40709, PLANT, ASCLEPIAS PURPURASCENS, PURPLE MILKWEED,, END, S2, G4G5, 1960, 5
 40709, PLANT, CARDAMINE PRATENSIS, CUCKOOFLOWER,, SC, S3, G5, 1889, 1
 40709, PLANT, HEDYOTIS CAERULEA, INNOCENCE,, SC, S3, G5, 1883, 1
 40709, PLANT, OPHIOGLOSSUM VULGATUM, ADDER'S-TONGUE,, SC, S3, G5, 1922, 2
 40709, PLANT, OROBANCHE UNIFLORA, ONE-FLOWERED BROOMRAPE,, SC, S3, G5, 1883, 2
 40709, PLANT, PARTHENIUM INTEGRIFOLIUM, AMERICAN FEVER-
 FEW,, THR, S2, G5, 1907, 2
 40709, PLANT, POLYTAENIA NUTTALLII, PRAIRIE PARSLEY,, THR, S2, G5, 1916, 2
 40709, PLANT, SILENE NIVEA, SNOWY CAMPION,, THR, S2, G4?, 1880, 2
 40709, PLANT, TRILLIUM RECURVATUM, REFLEXED TRILLIUM,, SC, S3, G5, 1978, 1
 40709, PLANT^, CALAMAGROSTIS STRICTA, SLIM-STEM SMALL-
 REEDGRASS,, SC, SU, G5, 1947, 4
 40709, PLANT^, GLYCYRRHIZA LEPIDOTA, WILD LICORICE,, SC, S2, G5, 1977, 2
 40709, PLANT^, POTAMOGETON VAGINATUS, SHEATHED PONDWEED,, THR, S1, G5, 1947, 1
 40709, PLANT^, SCIRPUS PALLIDUS, PALE BULRUSH,, SC, SH, G5, 1916, 3
 40709, PLANT^, TRIGLOCHIN MARITIMUM, COMMON BOG ARROW-
 GRASS,, SC, S3, G5, 1891, 1
 40709, PLANT^, UTRICULARIA GEMINISCAPA, HIDDEN-FRUITED
 BLADDERWORT,, SC, S3, G4G5, 1966, 1

Many of the plant and animal species listed above are ones of special concern, or are rare or uncommon, and some are imperiled (few occurrences, or due to other factors). "SC" means that the species is a candidate for the state "endangered" or "threatened" species list.³⁸ There are several state "threatened (thr)" or "endangered (end)" species on this list.³⁹

³⁸ "Endangered species" means any species whose continued existence as a viable component of this state's wild animals or wild plants as determined by the WDNR to be in jeopardy on the basis of scientific evidence. "Threatened species" means any species of wild animals or wild plants which appears likely, within the foreseeable future, on the basis of scientific evidence to become endangered. Special Concern species are species about which some problem of abundance or distribution is suspected but not yet proven. The main purpose of this category is to focus attention on certain species before they become endangered or threatened.

³⁹ A complete key to the table may be found at: http://www.dnr.state.wi.us/org/land/er/nhi/nhi_ims/glossary.htm.

These are the plant/animal community types and species that the Dane Co. Water Quality Management Plan takes into account when policy-makers consider sewer service area boundary amendments, and which would provide background information for stormwater planning/ordinance development, and other forms of land use planning and regulation adopted by the parties to this agreement. Much of the territory covered by the Cooperative Plan includes the north and south units of the University of Wisconsin-Madison Arboretum, as well as Lake Wingra and the environs of Wingra Creek and floodplain, which accounts for the considerable species richness of the area. The aforementioned areas will remain unchanged, and the transition to full urban services for all properties in the area included in the Cooperative Plan, as well as compliance with the Madison Stormwater Ordinance, should benefit the threatened and endangered species on the preceding list.

(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

Section 17 of the Plan outlines the scope, with respect to air quality, water quality, energy use, and environmentally sensitive lands, of existing plans affecting the Town areas that will ultimately be transferred to the Cities of Fitchburg and Madison, and the nature of City ordinances which will guide activities in the transferred territory. In addition, the three municipalities will be "...working cooperatively on the preparation of a comprehensive plan for each community under the State of Wisconsin's Comprehensive Planning (Smart Growth) legislation (for which s. 66.1001, Wis. Stats. Sub. (e), the "agricultural, natural and cultural resources element," includes "a compilation of objectives, policies, goals, maps and programs for the conservation, and promotion of effective management, of natural resources such as groundwater, forests, productive agricultural area, environmentally sensitive areas, threatened and endangered species, stream corridors, surface water, floodplains, wetlands, wildlife habitat, metallic and non-metallic mineral resources, parks, open spaces historical and cultural resources, community design, recreational resources and other natural resources."

The parties plan on either infill development or redevelopment of existing urban uses, as opposed to any conversion of the natural landscape to developed uses. As these redevelopment and infill projects occur, participants should nevertheless review the Wisconsin Architectural and Historical Inventory (AHI) and Archaeological Site Inventory (ASI) data bases⁴⁰ available for searching at the Wisconsin State Historical Society (WiSHS) Headquarters Building (816 State Street, Madison, WI 53706-1482). Inspection of the databases at the Society indicate that

⁴⁰ A terminal for public and agency use is available at the Historical Society Headquarters Building. Individual licenses permitting internet access are available for purchase. In the near future, a GIS mapping capability will be available that will permit the graphic display of data. Persons wishing to use the terminal should call Sherman J. Banker, Archeologist, Office of Preservation Planning, Division of Historic Preservation.

the AHI data base contains numerous records (over 5,000 for the survey township of Madison) for buildings with architectural or historical merit (including those on the state and federal registry of historic buildings). The ASI database lists 131 archaeological sites for the survey township of Madison, primarily mounds, to which the state burial law, s. 157.70, Wis. Stats., applies. The Department believes that the preceding historic and archeological information may be useful to the Cities of Fitchburg and Madison and Town of Madison as they develop plans, policy measures, and ordinances that prospectively recognize and protect the unique historic and archeological sites present in the territory covered by the Plan.

Housing

Section 18 of the Cooperative Plan and Agreement, pages 28-32, summarize the existing housing situation and opportunities in the Town of Madison. Approximately 76% of the existing housing stock in the Town is rental housing, the remaining 24% is owner-occupied. Age and quality of condition of the existing rental housing stock (with implications for preservation or redevelopment), and the need for additional housing options for Town residents are the two primary issues the three parties have agreed that housing issues need to be addressed. In addition, older manufactured housing forms a significant proportion of the housing units available, with attendant "...overcrowding, aging conditions, and site problems." The Town is well aware of these issues, and has taken steps to identify solutions through their *2001 Town Neighborhood Revitalization Strategy Area Plan*.

Both Cities participate in the federal Community Development Block Grant Program, Madison as an entitlement city on its own right, and Fitchburg through the Dane County Community Development Block Grant Program. Both Cities have mechanisms in place that will augment the existing efforts in the Town as transition occurs. In particular, the City of Madison is prepared to begin extending (in combination with existing Town housing services) certain City housing services to Town residents, including inspection of housing that would ultimately be attached to the City, providing rehabilitation loans to qualifying individuals, targeting marketing to increase awareness of the availability of housing improvement loans, creating partnerships with existing community groups whose missions are to enable qualified homeowners to remain in their homes through site or dwelling improvements, and initiating revitalization strategies to improve housing options for areas such as the Badger-Ann-Park Street area, the Todd Drive-Landmark Place area, Madison Mobile Home Park and Capitol View Heights. "Progress will be monitored and assessed by the Cities so that a smooth transfer of responsibility for housing-related services and functions can be completed at the end of the Protected Period." For its part, the City of Fitchburg is focussing on the integration of the Southdale Neighborhood with the Rimrock Road Neighborhood as a way of strengthening the sense of community for a major part of the Town of Madison that will eventually be attached to Fitchburg.

Alternatives considered

This is an unusual cooperative plan and agreement insofar as the Town has, through intense negotiation resulting in a s. 66.0301, Wis. Stats., agreement⁴¹ with the Cities of Fitchburg and Madison, agreed to go out of existence, and to collaborate fully with the two Cities as the process unfolds over the next 20 years. This is the first time a phased dissolution has ever occurred in Wisconsin,⁴² let alone involving territory attaching to more than one city or village.

⁴¹ Cooperative Plan, Exhibit 1 contains the originating s. 66.0301, Wis. Stats., agreement, and the necessary adopting resolutions can be found in Exhibit 8.

⁴² In the experience of the Department.

Had the Town remained in its several non-contiguous parts, litigation involving annexation or other state action threatening its existence would have remained a constant threat and source of uncertainty for local elected officials, property owners, and residents alike.

Local elected officials determined that this contentious situation was not in the best long-term interests of the citizens of their respective communities. Instead, this agreement provides for an orderly transition to a permanent boundary between the Cities of Madison and Fitchburg, while assuring Town financial solvency, orderly redevelopment, and the efficient provision of services to residents and property owners.

This agreement is a sweeping comprehensive endeavor by three municipalities to resolve numerous difficult issues, and represents a studied attempt to incorporate the best possible and politically feasible solutions available into the Cooperative Plan and Agreement. The only alternative is to maintain the status quo, and the Department agrees with the parties that doing so is not viable.

According to the Cooperative Plan, Exhibit 3, only 40 acres remains undeveloped in the Town. Acreage already committed to a developed land use type will remain within that land use type. Undeveloped lands, which for the most part comprise the UW-Arboretum, will remain undeveloped.

Exhibit 11, the record from the March 5, 2003 Joint Public Hearing on the Plan, also contains written responses that articulate why certain choices were taken and not others. For example, some citizens were concerned about the length of the term of the agreement (some wanting the agreement to expire sooner, others feeling that the 20-year period was just right), as well as the closed door negotiation process (that did not involve elected officials) that preceded the public s. 66.0307, Wis. Stats., agreement process.⁴³

The Department finds that representations made by the three parties, along with existing adopted regulations, constitute fulfillment of the requirements for this section.

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

This Plan terminates on October 30, 2022, or earlier in accordance with provisions spelled out in the Plan. The Department agrees that the nearly 20-year period is appropriate in consideration of the multiple purposes of the plan including: "... (T)he additional time... needed to permit the Cities of Madison and Fitchburg to assimilate the territory in an orderly and cost effective manner, to protect existing Town property owners and residents from immediate annexations against their will, and to allow the parties, property owners and residents to adequately protect their interests and plan for boundary changes provided for in this Plan. Certain specified obligations, including but not limited to those in Sections 14, 15, 16, 21, 22, 23, and 24 shall continue beyond the term of the Plan." In addition, the parties are

⁴³ League of Wisconsin Municipalities Legal Opinion #360 expressly cautions local governing bodies not to meet in closed session to consider boundary changes in order to avoid potential Wisconsin open meeting law violations. The method chosen in this case, that of having attorneys representing the parties gather in private to negotiate on behalf of their clients, is not at all unusual. But this only occurred in order to create a work product that could be taken to the individual governing bodies for public discussion and hearing prior to adoption of the initial s. 66.0301, Wis. Stats., agreements.

aware of the need to coordinate the ending date of the agreement with any 2020 Census activities.

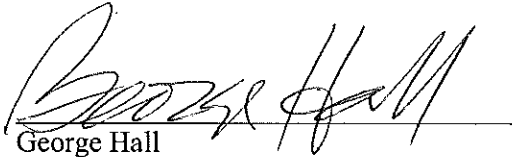
Approval

This "Cooperative Plan Agreement" 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 "Final: City of Madison, City of Fitchburg, and Town of Madison Cooperative Plan."

Henceforth, amendments or revisions to the "Cooperative Plan" can only occur with the approval of the Town of Madison and the Cities of Madison and Fitchburg, 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 Agreement" is effective from today's date, and remains in effect pursuant to the language and terms contained therein.

Dated this 10th day of October, 2003.

By the Wisconsin Department of Administration:



George Hall
Director of Municipal Boundary Review
Wisconsin Department of Administration



Mark Saunders
Deputy Counsel
Wisconsin Department of Administration