

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT – NORTH LAKE MENDOTA PARKWAY

WHEREAS, Dane County; the Town of Springfield; the Town of Westport; the Village of Waunakee; the City of Middleton; the City of Madison; (hereinafter the "Parties") have participated in the North Mendota Parkway Advisory Committee (hereinafter "the Committee"), which was charged with formulating an integrated strategy for improving transportation and minimizing secondary effects on the land in the North Mendota Study area; and

WHEREAS, the Committee approved a final report and recommendations on October 23, 2003; and

WHEREAS, the Dane County Board of Supervisors approved the North Mendota Parkway Committee Final Report ("Final Report") and the recommendations contained therein on March 8, 2004; and

WHEREAS, the Final Report contains recommendations that detail the process for implementation of the Committee's goals, including the execution of an Intergovernmental Agreement between and amongst the Parties; and

WHEREAS, County staff, at the direction of the County Board's North Mendota Parkway Intergovernmental Agreement Subcommittee, have drafted an Intergovernmental Agreement consistent with the terms of the Final Report; and

WHEREAS, Dane County is authorized to enter into such an agreement under section 66.0301, Wisconsin Statutes;

NOW, THEREFORE, BE IT RESOLVED that Dane County enter into the Intergovernmental Agreement, which is attached hereto (*on file in County Clerk's office*), with the Town of Springfield; the Town of Westport; the Village of Waunakee; the City of Middleton; the City of Madison; pursuant to its authority under Section 66.0301, Wisconsin Statutes, for the purpose of implementing an integrated strategy for improving transportation and minimizing secondary effects on the land in the North Mendota Study Area;

BE IT FINALLY RESOLVED that, on behalf of the County of Dane, the County Clerk and County Executive are authorized to execute an agreement embodying the above provisions.

Adopted by the Dane County Board of Supervisors August 17, 2006.

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47 2) *Agreement.* In conformity with Recommendation 2 on p. 43 of the Final
48 Report (Exhibit A), the Parties agree as follows:

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50 a) *Establish NMIC.* Within 60 days of the complete execution of this
51 Agreement, establish a North Mendota Implementation Committee to
52 coordinate the implementation of this Agreement.

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54 b) *Term.* The term of this Agreement shall be twenty (20) years
55 commencing on complete execution of this Agreement. At the
56 expiration of the first and each subsequent term, the Agreement will
57 automatically be renewed for additional five (5) year terms unless a
58 Party notifies the others in writing, at least three (3) years prior to the
59 expiration of the initial term, or any additional term, of its intention to not
60 renew the Agreement, with the intent of the Parties that this Agreement
61 shall be renewed at least to the fifty (50) year planning period identified
62 herein.

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64 c) *Sequencing.* The Parties agree that maintaining the sequence of
65 Recommendations set forth in the Final Report is critical to the success
66 of the North Mendota Parkway project. Therefore, Recommendations 1
67 through 7 of the Study shall be completed before Recommendation 8.
68 However, where necessary or practical, local road improvements may
69 be delayed and undertaken later in the process.

70
71 3) *Transportation Policy.*

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73 a) Dane County, Springfield, Westport, Waunakee and Middleton shall
74 adopt an *interim* North Mendota transportation policy in conformity with
75 Recommendations 3a) and 3b) on pp. 43-44 of the Final Report (Exhibit
76 A), regarding interim uniform road access and road right of way policies,
77 within sixty (60) days of the complete execution of this Agreement.
78 These policies are interim pending completion of the Long Term Plan at
79 paragraph 7 hereto. The Parties will cooperate with the City of Madison
80 in that Long Term Plan regarding traffic concerns south bound into
81 Madison on S.T.H. 113.

82
83 b) Springfield, Westport, Waunakee, Middleton and Dane County, shall
84 adopt a short-term development moratorium ("Moratorium") in
85 conformity with Recommendation 3c) on page 44 of the Final Report
86 (Exhibit A) within sixty (60) days of the complete execution of this
87 Agreement, and in conformity with the following, which provisions take
88 precedence over conflicting provisions in the Final Report (if any):
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- i. The Moratorium shall include those areas as shown on the map attached hereto as Exhibit B; and
- ii. The Moratorium shall remain in effect until the Parkway is placed on official maps of all Parties hereto, or 24 months from the Moratorium effective date, whichever comes first. The 24-month deadline and associated Moratorium may be extended by agreement of all the Parties; and
- iii. The Moratorium shall include a variance procedure by which the conditional use process of the government with jurisdiction may be used to review and potentially permit development projects, if said projects can demonstrate to the entity having jurisdiction that the development shall not result in any harm either to the potential routes of the Parkway or the "E-way"; and
- iv. The affected jurisdiction shall consult with the NMIC before permitting any such development. Any appeal shall be to the Party with jurisdiction. If three or more of the Parties to this Agreement object to the development, the development shall not be approved.

4) *Maps and Plans.* Madison, Springfield, Westport, Waunakee, Middleton and Dane County shall adopt Interim Intergovernmental Official Maps and Comprehensive Plans that include items in conformity with Recommendation 4 on pp. 45-46 of the Final Report (Exhibit A) within six (6) months of the complete execution of this Agreement.

Environmental Study. Dane County shall conduct and fund at least 75% of an environmental study of the North Mendota Interim Moratorium and Study Area as shown at Exhibit B hereto. The Request for Proposal ("RFP") for the study and funding for the firm selected through the RFP process shall proceed through the standard purchasing process of Dane County and shall be administered by the Dane County Public Works and Land and Water Resources Departments. The study shall, at a minimum:

- a) Identify and map sensitive natural and cultural resources, including streams, lakes, ponds, wetlands, floodplains, steep slopes, hilltops, viewsheds, native prairie remnants, threatened or endangered plant and animal species, trail corridors and trail heads, historical or cultural properties, and others as shown by the study. Consider potential impacts of the roadway on air resources in the corridor. In addition, the study shall:
 - i. Recommend appropriate mitigation and protection strategies for these resources; and
 - ii. Recommend appropriate buffer areas around these areas.

134 b) Add to the North Mendota Interim Intergovernmental Official Map a
135 recommended North E-Way Corridor that includes and connects areas
136 of environmental concern, productive agricultural areas and existing
137 open space areas such as the Dorn Creek Natural Area, Pheasant
138 Branch Conservancy, North Fork of Pheasant Branch, Waunakee
139 Marsh, Governor Nelson State Park, and the Cherokee Marsh/Token
140 Creek open space systems. In addition, the County shall:

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- 142 i. Recommend appropriate mitigation and protection strategies for
143 these resources; and
 - 144 ii. Recommend appropriate buffer areas around these areas; and
 - 145 iii. Take all necessary steps needed for the North E-Way Corridor to
146 qualify for inclusion in the Dane County Parks and Open Space
147 Plan (2006 to 2010) as revised in 2005.

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149 c) Identify and map agricultural resources, farmland production and soil
150 quality information, soil types, depressional areas, if any, hydric soils,
151 both drained and non-drained, farmland property boundaries, lands
152 separated from farmsteads with or without livestock, appropriate farm
153 access, field access information, and mineral extraction sites. In
154 addition, the County shall:

- 155
- 156 i. Recommend appropriate mitigation and protection strategies for
157 these resources; and
 - 158 ii. Recommend appropriate buffer areas around these areas.

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160 d) Identify appropriate locations for storm water management areas along
161 with surface and subsurface drainage considerations.

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163 e) Detail the impacts of the potential roadway alignments on the following
164 resources:

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- 166 i. Areas of environmental concern, meaning the natural and cultural
167 resources listed above; and
 - 168 ii. Productive agricultural resources, meaning the agricultural
169 resources listed above; and
 - 170 iii. Existing open space areas.

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172 The process for such study shall be commenced by Dane County upon
173 complete execution of this Agreement, and the study shall be completed in a
174 reasonable time, as quickly as possible, and as recommended by the
175 contracted consultant.

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177 5) *Two-lane Collector.* The Parties shall, within 5 years of the complete
178 execution of this Agreement if possible, depending on developer

179 contributions, construct an improved two-lane collector via improvements to
180 the existing roadway network between CTH M and Old U.S. Hwy. 12 in
181 conformity with Recommendation 6 on p. 47 of the Final Report (Exhibit A).
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183 6) *Long Term Plan.* Madison, Middleton, Waunakee, Springfield, Westport and
184 Dane County shall adopt a formal North Mendota Area Plan ("Plan") that
185 extends the planning time horizon to 50 years and considers the elements in
186 conformity consistent with Recommendation 7 on pp. 47-48 of the Final
187 Report (Exhibit A) within 2 years of complete execution of this Agreement.
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189 7) *Route.* The Parties shall select a route, its characteristics, and funding
190 options for the North Mendota Parkway by consensus in conformity with
191 Recommendation 8 on pp. 48-49 of the Final Report (Exhibit A) within 2
192 years of complete execution of this Agreement.
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194 8) *Official Maps.* Madison, Middleton, Waunakee, Springfield, Westport and
195 Dane County shall update their official maps in conformity with
196 Recommendation 9 on p. 49 of the Final Report (Exhibit A) within 3 years of
197 complete execution of this Agreement.
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199 9) *Construction.* Contingent upon available funding and all necessary steps
200 outlined above being completed, the Parties agree to cooperatively fund,
201 design and construct the North Mendota Parkway as described in paragraph
202 eight (8), above, and as described in Recommendation 8 on pp. 48-49 of the
203 Final Report (Exhibit A), the goal for which shall be completion within 15
204 years of complete execution of this Agreement. The Parties agree that
205 planning, funding and construction costs of the North Mendota highway
206 facility shall not be the responsibility of Dane County.
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208 10) *Notices.* All notices shall be in writing to all Parties. Notices, invoices,
209 payments, and reports required by this Agreement shall be deemed delivered
210 as of the date of postmark if deposited in a United States mailbox, first class
211 postage attached, addressed to a Party's address as set forth in Exhibit C. It
212 shall be the duty of a Party changing its address to notify the others of such
213 change in writing within a reasonable time.
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215 11) *Non-Discrimination.* Each Party shall abide by its respective non-
216 discrimination and affirmative action policies and procedures during the term
217 of this Agreement. Any amendment, deletion, addition or modification of
218 policies existing at the inception of this Agreement shall not be effective as
219 against a Party's obligations under this paragraph unless approved by the
220 other Parties in writing.
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- 12) *Authorization.* Each Party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
- 13) *Applicable Law.* It is expressly understood and agreed to by the Parties that in the event of any disagreement or controversy between the Parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.
- 14) *Entire Agreement.* The entire agreement of the Parties regarding and related to the proposed North Mendota Parkway is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. The Parties expressly agree that this Intergovernmental Agreement shall not be amended in any fashion except in writing, executed by the Parties.
- 15) *Amendment.* This Agreement may be amended by mutual agreement of the Parties. Any Party desiring to modify this Agreement shall notify the others in writing.

NOW, IN WITNESS WHEREOF, the Parties hereto, by their respective authorized agents, have executed this Intergovernmental Agreement, effective as of the date by which all Parties hereto have affixed their respective signatures, as indicated below.

Town of Springfield

Date: _____

Village of Waunakee

Date: _____



County of Dane

Date: 9/15/16

Town of Westport

Date: _____

City of Middleton

Date: _____

City of Madison

Date: _____

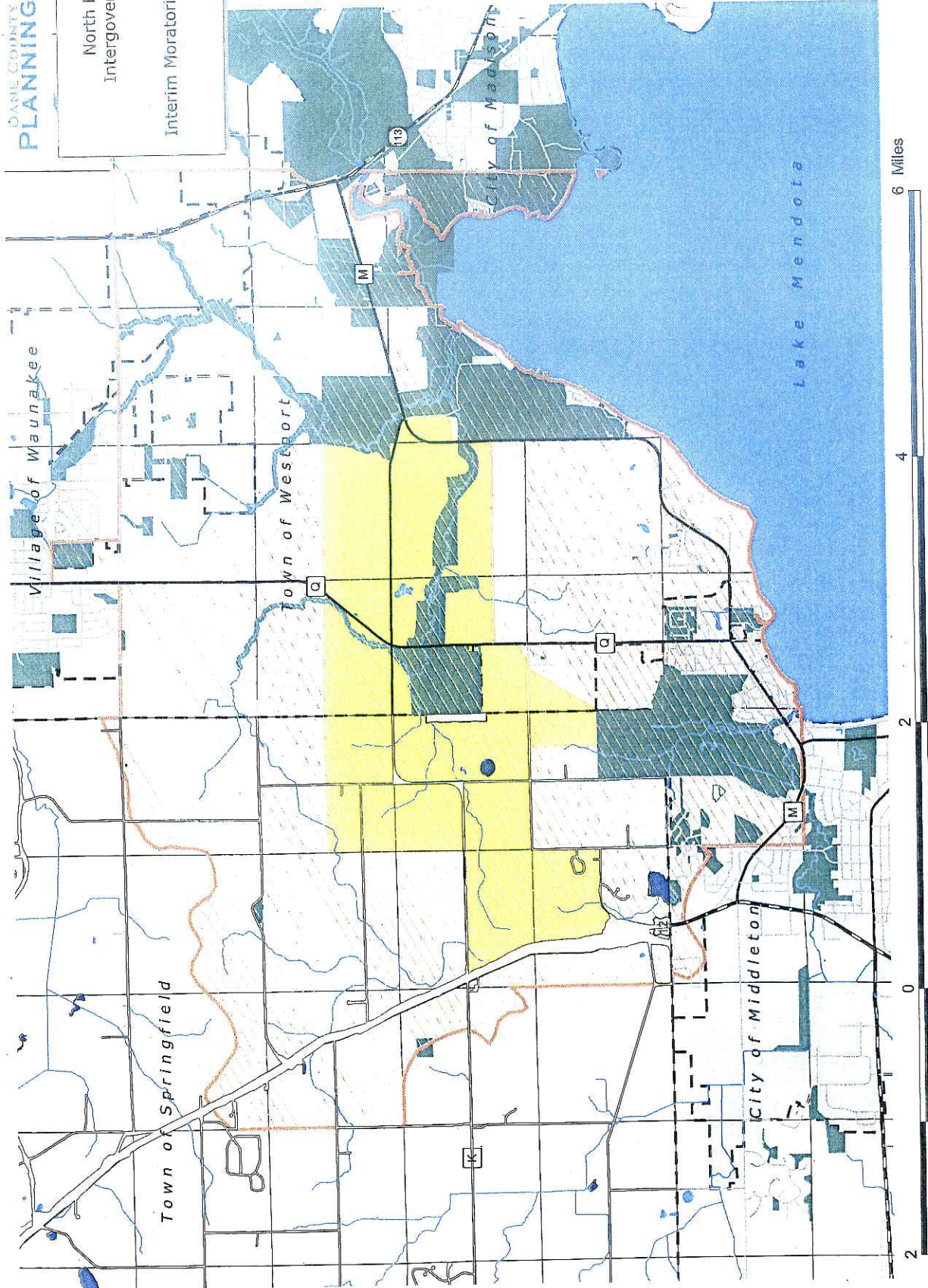
- Exhibits: A: Resolution and Final Report
 B: Interim Moratorium and Study Area Map
 C: Address List of the Parties to this Agreement

North Mendota Parkway
 Intergovernmental Agreement
 Exhibit B:
 Interim Moratorium & Environmental Study

As approved by
 North Mendota Parkway
 Implementation Oversight
 Committee
 July 19, 2006 -- REVISED

Legend

- North Mendota Interim Moratorium Area
- North Mendota Environmental Study Area
- Water
- Roads & Highways
 - County Trunk Highway
 - Interstate
 - State Trunk Highway
 - U.S. Highway
- Public Lands
- Municipalities
- Incorporated areas
 - CITY OF MADISON
 - CITY OF MIDDLETON
 - VILLAGE OF WAUNAKEE



Map prepared 7/24/2005
 Revised 7/25/2006
 by Dane Co. Planning & Development

