

Document Number

Luds Ln CTH AB Annexation

Document Title

ANNEXATION ORDINANCE

This is to certify that the foregoing ordinance was adopted by the Common Council of the City of Madison, Wisconsin at a meeting held on the 3rd of January, 2023.

Luds Ln CTH AB Annexation, Town of Cottage Grove
Ordinance #: ORD-23-00009,
File id 74681.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5881420

01/09/2023 10:47 AM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 29

Recording Area

Name and Return Address

City Clerk
210 Martin Luther King Jr. Blvd.
Room 103
Madison, WI 53703

Parcel Identification Number (PIN)

January 9, 2023

Date

Date

Signature of Clerk

n/a

Signature of Grantor

Jim Verbick, Deputy City Clerk

*Name printed

*Name printed

STATE OF WISCONSIN, County of Dane

This document was drafted by:
(print or type name below)

Eric Christianson

Subscribed and sworn to before me on January 9, 2023 by the above named person(s).

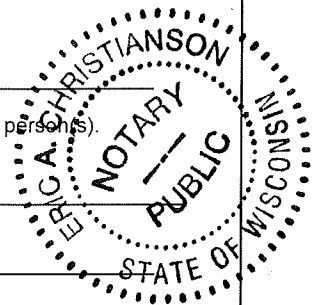
Signature of notary or other person
authorized to administer an oath
(as per s. 706.06, 706.07)

Print or type name: Eric Christianson

Title: Certified Municipal Clerk Date commission expires: 3/27/2026

*Names of persons signing in any
capacity must be typed or printed below
their signature.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). **USE BLACK INK.** WRDA 5/1999





City of Madison

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

Certified Copy

Ordinance: ORD-23-00009

File Number: 74681

Enactment Number: ORD-23-00009

Creating Section 15.01(652) of the Madison General Ordinances entitled "City Boundaries" and being part of the chapter entitled "Alder Districts and Wards" annexing to the 16th Alder District the property located at 3103-3111 Luds Lane and 3562 CTH AB in the Town of Cottage Grove, creating Section 15.02(155) of the Madison General Ordinances to annex the property to Ward 155, amending 15.03(16) to add Ward 155 to Alder District 16, and assigning a temporary zoning classification of Temporary A (Agricultural) District.

DRAFTER'S ANALYSIS: This ordinance annexes the property located at 3103-3111 Luds Lane and 3562 CTH AB in the Town of Cottage Grove and assigns of Temporary A (Agricultural) District.

The Common Council of the City of Madison do hereby ordain as follows:

An ordinance to create Subsection (652) of Section 15.01 of the General Ordinances of the City of Madison entitled "City Boundaries" and being part of the chapter entitled "Alder Districts and Wards".

WHEREAS, a petition for annexation with scale map attached was filed with the City Clerk of Madison on October 19, 2022 and has been presented to the Madison Common Council requesting annexation of the below-described territory to the City of Madison from the Town of Cottage Grove; said petition having been signed by the owners of all of the land in the territory, which lies contiguous to the City of Madison; and

WHEREAS, investigation by the City of Madison discloses that as of this date the above representations are true, and having been reviewed, the Common Council determines that the said annexation proceeding meets the requirements of the Wisconsin Statutes; and

WHEREAS, pursuant to Sec. 28.005, Madison General Ordinances, the annexed territory is declared to be in the Temporary A-Agricultural District;

NOW, THEREFORE, the Common Council of the City of Madison do ordain as follows:

1. Subsection (652) of Section 15.01 entitled "City Boundaries" of the Madison General Ordinances is created to read as follows:

"(652) Parts of Lots 1 and 2, of Certified Survey Map 5392 and other Lands located in the Fractional SW 1/4 of the NW 1/4, the SE 1/4 of the NW 1/4, the NE 1/4 of the SW 1/4, and the Fractional NW 1/4 of the SW 1/4 Quarter of Section 30, Township 7 North, Range 11 East, Dane County, Wisconsin described as:

Beginning at the West Quarter corner of said Section 30; thence North 00°24'05" East, along the West line of the Fractional SW 1/4 of the NW 1/4 of said Section 30 and also being the centerline of County Trunk Highway AB, 657.55 feet to the intersection with the centerline of Luds Lane; thence North 87°19'45" East, along said centerline of Luds Lane, 1,192.62 feet to

the intersection of a new roadway reference line as described in Transportation Project Plat 3080-01-25-4.01 and Transportation Project Plat 3080-01-25-4.02; thence along said new roadway reference line for the next six courses; thence along an arc of a 75.18' foot curve to the Right, said curve having a radius of 2,000.00 feet and whose long chord bears South 00°13'23" East for 75.18 feet; thence South 00°51'14" West, 821.85 feet; thence along an arc of a 85.68 foot curve to the Right, said curve having a radius of 1,490.00 feet and whose long chord bears South 02°30'04" West for 85.66 feet; thence South 04°08'54" West, 98.76 feet; thence South 31°29'32" West, 238.95 feet; thence South 17°57'44" West, 159.11 feet to the intersection with the reference line of US Highway 12 and 18; thence North 72°01'28" West, along said reference line of US Highway 12 and 18, 1,053.42 feet to the West line of the Fractional NW 1/4 of the SW 1/4 of said Section 30 and also being the centerline of County Trunk Highway AB; thence North 00°24'10" East, along said West line and centerline, 397.94 feet to the Point of Beginning.

Said described land contains 1,469,997 square feet, or 33.74 acres, or 0.0527 square miles, more or less."

2. Subsection (155) of Section 15.02 entitled "Wards and Ward Boundaries" of the Madison General Ordinances is created to read as follows:

"(155) Parts of Lots 1 and 2, of Certified Survey Map 5392 and other Lands located in the Fractional SW 1/4 of the NW 1/4, the SE 1/4 of the NW 1/4, the NE 1/4 of the SW 1/4, and the Fractional NW 1/4 of the SW 1/4 Quarter of Section 30, Township 7 North, Range 11 East, Dane County, Wisconsin described as:

Beginning at the West Quarter corner of said Section 30; thence North 00°24'05" East, along the West line of the Fractional SW 1/4 of the NW 1/4 of said Section 30 and also being the centerline of County Trunk Highway AB, 657.55 feet to the intersection with the centerline of Luds Lane; thence North 87°19'45" East, along said centerline of Luds Lane, 1,192.62 feet to the intersection of a new roadway reference line as described in Transportation Project Plat 3080-01-25-4.01 and Transportation Project Plat 3080-01-25-4.02; thence along said new roadway reference line for the next six courses; thence along an arc of a 75.18' foot curve to the Right, said curve having a radius of 2,000.00 feet and whose long chord bears South 00°13'23" East for 75.18 feet; thence South 00°51'14" West, 821.85 feet; thence along an arc of a 85.68 foot curve to the Right, said curve having a radius of 1,490.00 feet and whose long chord bears South 02°30'04" West for 85.66 feet; thence South 04°08'54" West, 98.76 feet; thence South 31°29'32" West, 238.95 feet; thence South 17°57'44" West, 159.11 feet to the intersection with the reference line of US Highway 12 and 18; thence North 72°01'28" West, along said reference line of US Highway 12 and 18, 1,053.42 feet to the West line of the Fractional NW 1/4 of the SW 1/4 of said Section 30 and also being the centerline of County Trunk Highway AB; thence North 00°24'10" East, along said West line and centerline, 397.94 feet to the Point of Beginning. Polling place at Westminster Senior Apartments, 6160 Dell Drive."

3. Subsection (16) of Section 15.03 entitled "Alder Districts" of the Madison General Ordinances is amended to read as follows:

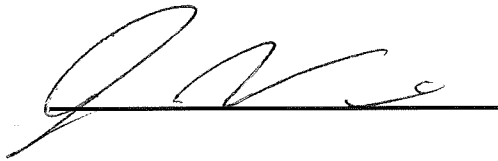
"(16) Sixteenth Alder District. Wards 1, 2, 3, 4, 5, 6, 7, and 121, and 155.

4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be

given effect without the invalid or unconstitutional provision or application.

5. This ordinance shall take effect at 12:01 AM on Monday, January 9, 2023.

I, Deputy City Clerk Jim Verbick, certify that this is a true copy of Ordinance 23-00009, file no. 74681, adopted by the Madison Common Council on January 3, 2023.

A handwritten signature in black ink, appearing to read "Jim Verbick", is written over a solid black horizontal line.

1/9/2023

Date Certified



City of Madison

Annexation

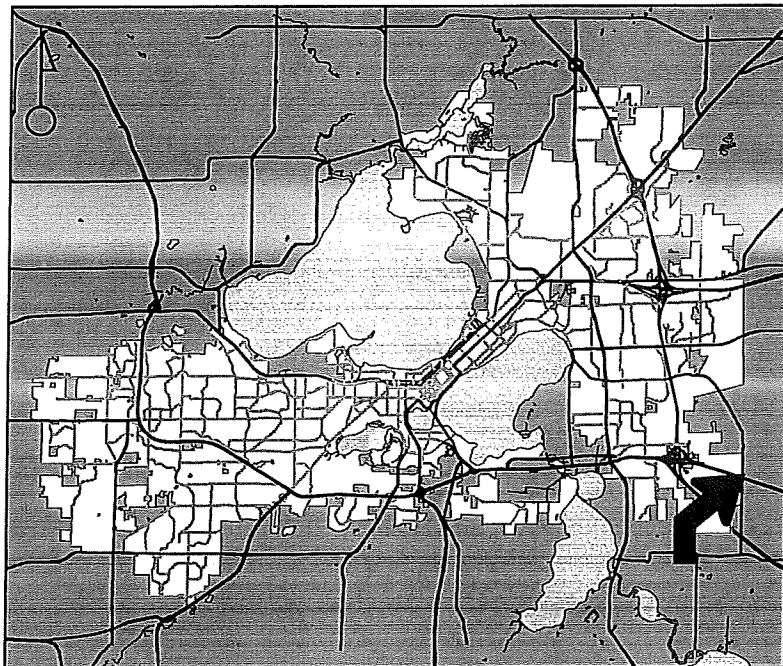
Location
3103-3111 Luds Lane
3562 CTH AB

Petitioner
Joe Parisi, County Executive
County of Dane

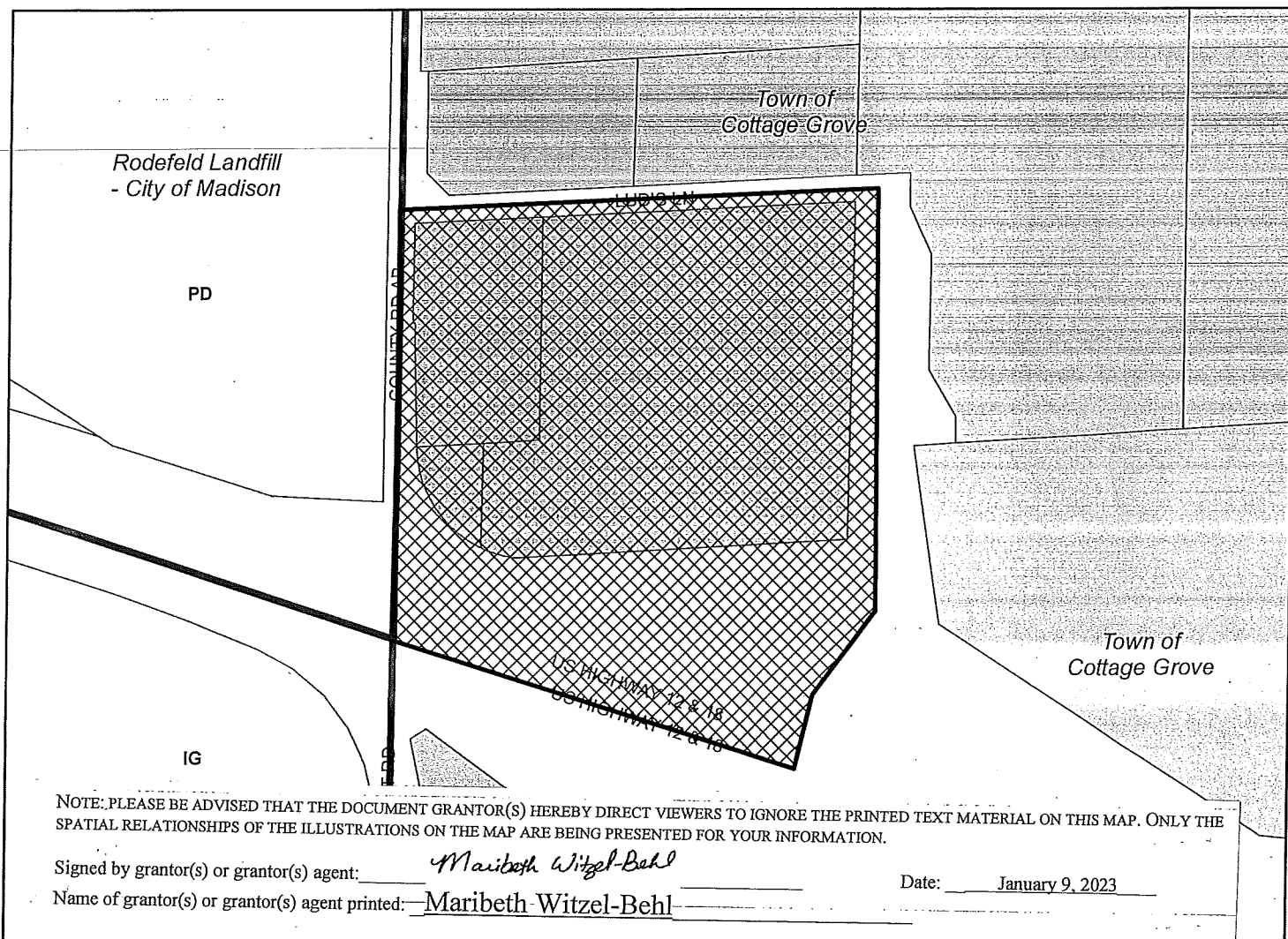
Request
Annexing three Dane County-owned parcels
into the City of Madison from the Town of
Cottage Grove and assigning Temporary A
zoning

Public Hearing Dates
Plan Commission
December 12, 2022

Common Council
January 3, 2023



For Questions-Contact: Tim Parks at: 261-9632 or tparks@cityofmadison.com or City Planning at 266-4635



Scale : 1" = 400'

City of Madison, Planning Division : JC : Date : 11-17-22



City of Madison

3103-3111 Luds Lane
3562 County Trunk Hwy AB



NOTE: PLEASE BE ADVISED THAT THE DOCUMENT GRANTOR(S) HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIAL ON THIS MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by grantor(s) or grantor(s) agent: Maribeth Witzel-Behl

Date: January 9, 2023

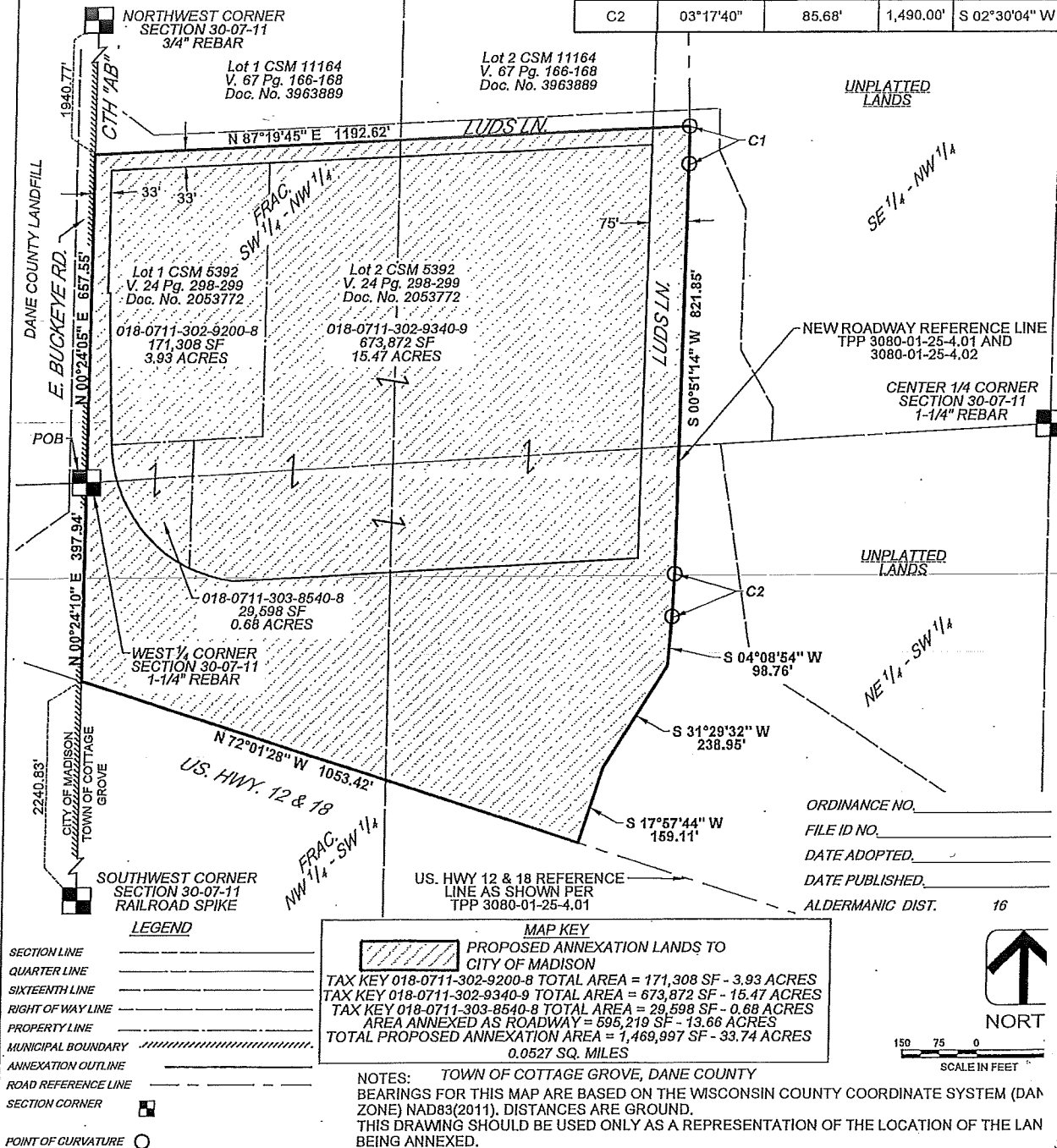
Name of grantor(s) or grantor(s) agent printed: Maribeth Witzel-Behl

Date of Aerial Photography : Spring 2020

EXHIBIT B
SCALE MAP

018-0711-302-9340-9, 018-0711-302-9200-8,
& 018-0711-303-8540-8 ANNEXED FROM
TOWN OF COTTAGE GROVE TO CITY OF
MADISON PER 66.0217 WI STATS
(ANNEXATION INITIATED BY ELECTORS
AND PROPERTY OWNERS)

CURVE TABLE					
CURVE #	CENTRAL ANGLE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	02°09'14"	75.18'	2,000.00'	S 00°13'23" E	75.18'
C2	03°17'40"	85.68'	1,490.00'	S 02°30'04" W	85.66'



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Maibeth Witzel-Behl

Date: January 9, 2023

Name of grantor(s) or grantor(s) agent printed: Maribeth Witzel-Behl

Survey Performed for:
DANE COUNTY
DEPARTMENT OF WASTE
AND RENEWABLES

PARCEL NOS.
018-0711-302-9340-9, 018-0711-302-9200-8 &
018-0711-303-8540-8

REVISIONS

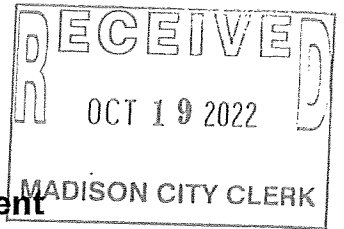
AVRES

Drawn: CJS

Scale: 1" = 300'

Date: 08/29/2022

SHEET NUMBER 1 OF 1

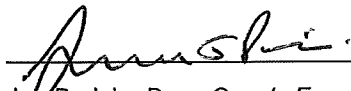


Petition for Direct Annexation by Unanimous Consent
Pursuant to Wi. Stats. Sec. 66.0217(2)

The undersigned (owners) are authorized representatives of the County of Dane. Hereby petition a direct annexation of lands as described on Exhibit A and shown on the scale map Exhibit B. The lands are owned by the County of Dane, being annexed from the Town of Cottage Grove to the City of Madison by Unanimous Approval by the Owners. Wi Stats. Sec. 66.0217(2).

Owner(s):

County of Dane
City County Building Room 106A
210 Martin Luther King Jr. Blvd.
Madison, WI 53703
(608) 266-4121



Joe Parisi – Dane County Executive (Owner)

The territory is contiguous to the City of Madison

The territory is developed with 2 large buildings, an equipment storage structure, and a fueling station for County Highway Equipment.

Tax Parcels being annexed to the City of Madison:

018-0711-302-9200-8
018-0711-302-9340-9
018-0711-303-8540-8

Population By Parcel:

018-0711-302-9200-8 - 0
018-0711-302-9340-9 - 0
018-0711-303-8540-8 - 0

Number of Dwellings Per Parcel

018-0711-302-9200-8 - 0
018-0711-302-9340-9 - 0
018-0711-303-8540-8 - 0

EXHIBIT A

ANNEXATION DESCRIPTION

PROPOSED ANNEXATION TO THE CITY OF MADISON LEGAL DESCRIPTION:

Parts of Lots 1 and 2, of Dane County Certified Survey Map 5392, recorded in Volume 24 of Certified Survey Maps, on Pages 298 and 299, as Document 2053772, and other Lands located in the Fractional Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, The Northeast Quarter of the Southwest Quarter and the Fractional Northwest Quarter of the Southwest Quarter of Section 30, Township 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin described as:

Beginning at the West Quarter corner of said Section 30;
 thence North 00°24'05" East, along the West line of the Fractional Southwest Quarter of the Northwest Quarter of said Section and also being the centerline of County Trunk Highway AB, 657.55 feet to the intersection with the centerline of Luds Lane;
 thence North 87°19'45" East, along said centerline of Luds Lane, 1,192.62 feet to the intersection of a new roadway reference line as described in Transportation Project Plat 3080-01-25-4.01 and Transportation Project Plat 3080-01-25-4.02;
 thence along said new roadway reference line for the next six courses;
 thence along an arc of a 75.18' foot curve to the Right, said curve having a radius of 2,000.00 feet and whose long chord bears South 00°13'23" East for 75.18 feet;
 thence South 00°51'14" West, 821.85 feet;
 thence along an arc of a 85.68 foot curve to the Right, said curve having a radius of 1,490.00 feet and whose long chord bears South 02°30'04" West for 85.66 feet;
 thence South 04°08'54" West, 98.76 feet;
 thence South 31°29'32" West, 238.95 feet;
 thence South 17°57'44" West, 159.11 feet to the intersection with the reference line of United States Highway 12 and 18;
 thence North 72°01'28" West, along said reference line of United States Highway 12 and 18, 1,053.42 feet to the West line of the Fractional Northwest Quarter of the Southwest Quarter of said Section 30 and also being the centerline of County Trunk Highway AB;
 thence North 00°24'10" East, along said West line and centerline, 397.94 feet to the **Point of Beginning**.

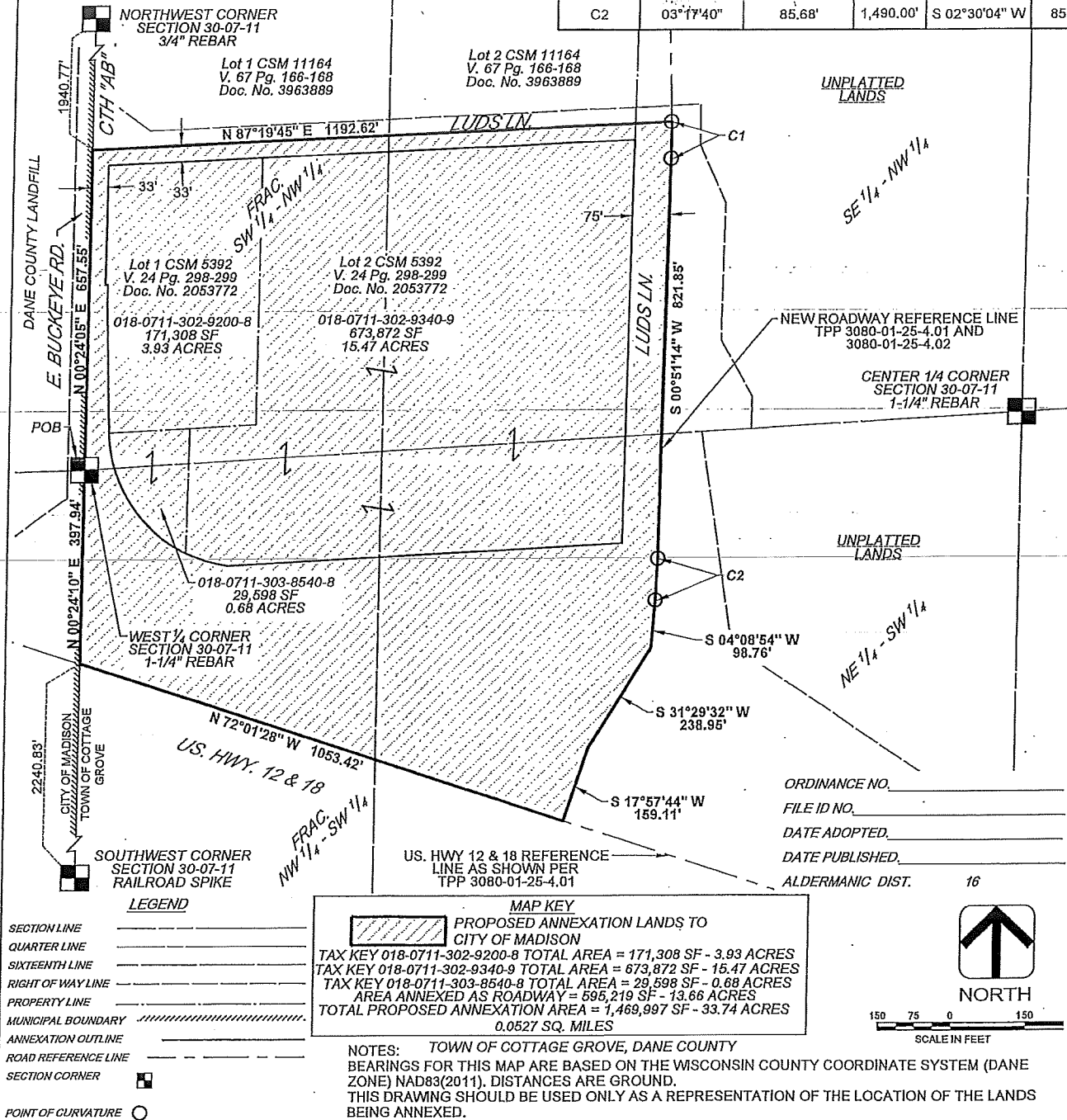
The described land contains 1,469,997 square feet, or 33.74 acres, or 0.0527 square miles, more or less, and is subject to restrictions, reservations, rights-of-way and easements of records.

Survey Performed for: DANE COUNTY DEPARTMENT OF WASTE AND RENEWABLES	PARCEL NOS. 018-0711-302-9340-9, 018-0711-302-9200-8 & 018-0711-303-8540-8		AYRES	
	REVISIONS		Drawn: CJS	Scale: N/A
			Date: 08/29/2022	SHEET NUMBER 1 OF 1

EXHIBIT B SCALE MAP

TAX PARCELS
018-0711-302-9340-9, 018-0711-302-9200-8,
& 018-0711-303-8540-8 ANNEXED FROM
TOWN OF COTTAGE GROVE TO CITY OF
MADISON PER 66.0217 WI STATS
(ANNEXATION INITIATED BY ELECTORS
AND PROPERTY OWNERS)

CURVE TABLE					
CURVE #	CENTRAL ANGLE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	02°09'14"	75.18'	2,000.00'	S 00°13'23" E	75.18'
C2	03°17'40"	85.68'	1,490.00'	S 02°30'04" W	85.66'



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Date: January 9, 2023

Signed by grantor(s) or grantor(s) agent: Maribeth Witzel-Behl
Name of grantor(s) or grantor(s) agent printed: Maribeth Witzel-Behl

Survey Performed for:
**DANE COUNTY
DEPARTMENT OF WASTE
AND RENEWABLES**

PARCEL NOS.
018-0711-302-9340-9, 018-0711-302-9200-8 &
018-0711-303-8540-8

REVISIONS

AYRES

Drawn: CJS

Scale: 1" = 300'

Date: 08/29/2022

SHEET NUMBER 1 OF 1

Annexation/ Attachment Worksheet

[Initial, 8 November 2022]



	Comment 1	Comment 2
Petition Name:	Dane County Public Works Annexation	
Dane County Address:	3103-3111 Luds Lane and 3562 CTH AB	
Township:	Cottage Grove	
Parcel Number(s):	018/0711-302-9200-8; 0711-303-8540-8; 0711-302-9340-9	
Date Filed with City Clerk:	19 October 2022	
Date Filed with Town:	29 September 2022	
Dept. of Administration Review:	24 October 2022	
Property Owner(s)		
<i>Name:</i>	Dane County	
	Allison Rathsack, representative	
<i>Address:</i>	210 Martin Luther King, Jr. Blvd.; Suite 114	
	Madison, WI 53703-3342	
Representative (if any)		
<i>Name:</i>		
<i>Address:</i>		
Surveyor		
<i>Name:</i>	Christopher Stolas	
	Ayres Associates, Inc,	
<i>Address:</i>	5201 East Terrace Drive, Suite 200	
	Madison, WI 53718	
County Zoning of Attached Land:	GC (General Commercial District)	
Existing Use(s) of Attached Land:	Dane County Highway & Transportation East District Campus and Dane County Medical Examiner's Office	
City Land Use Plan(s):	Comprehensive Plan (2018) – Special Institutional Yahara Hills Neighborhood Development Plan – Civic & Institutional	
Zoning Upon Annexation:	Temp. A (Agricultural Dist.)	
Central Urban Service Area:	In CUSA	
Madison Metropolitan Sewerage District Status:	<u>Not</u> in MMSD	
Environmental Corridors:	None	
Square-Footage of Attachment:	1,469,997	
Acreage of Attachment:	33.74	
Square-Mileage of Attachment:	0.0527	

Dwelling Units:	0		
Population:	0		
Electors:	0		
Tax Information by Parcel/Year	2021		
	--9200-8	--8540-8	--9340-9
<i>Assessed Land Value:</i>	\$0.00	\$0.00	\$0.00
<i>Ass. Improvement Value:</i>	\$0.00	\$0.00	\$0.00
<i>Total Assessed Value:</i>	\$0.00	\$0.00	\$0.00
Total Taxes for Year: (2021)	\$0.00	\$0.00	\$0.00
<i>State of Wisconsin</i>	\$0.00	\$0.00	\$0.00
<i>Dane County</i>	\$0.00	\$0.00	\$0.00
<i>Town of Cottage Grove</i>	\$0.00	\$0.00	\$0.00
<i>School District</i>	\$0.00	\$0.00	\$0.00
<i>Madison Area Technical College</i>	\$0.00	\$0.00	\$0.00
Special Assessment:	\$0.00	\$0.00	\$0.00
Alder District:	16 – Currie		
Ward:	155 [NEW]		
Polling Place:	Westminster Senior Apartments, 6160 Dell Drive		
Supervisory District:	36		
Assembly District:	46		
Senate District:	16		
School District(s):	McFarland Area School District (3381) Monona Grove School District (3675)		
Electricity:	Wisconsin Power & Light Company (ID 6680)		
Gas:	Wisconsin Power & Light Company (ID 6680)		
Trash District (Day):	1-A (Monday)		
Telephone:	Verizon (Verizon North, Inc.) (ID 2180)		
Petition Before Council:	1 November 2022 (ID 74346)	<i>Accepted:</i> 22 November 2022	
Common Council			
<i>Ordinance Introduction:</i>	22 November 2022		
<i>Plan Commission Date:</i>	12 December 2022		
<i>Ordinance Adoption:</i>	3 January 2023		
Ordinance Number (ID):			
Effective Date:	9 January 2023 at 12:01 AM		
Legal Description:			
Parts of Lots 1 and 2, of Certified Survey Map 5392 and other Lands located in the Fractional SW 1/4 of the NW 1/4, the SE 1/4 of the NW 1/4, the NE 1/4 of the SW 1/4, and the Fractional NW 1/4 of the SW 1/4 Quarter of Section 30, Township 7 North, Range 11 East, Dane County, Wisconsin described as:			
Beginning at the West Quarter corner of said Section 30; thence North 00°24'05" East, along the West line of the Fractional SW 1/4 of the NW 1/4 of said Section 30 and also being the centerline of County			

Trunk Highway AB, 657.55 feet to the intersection with the centerline of Luds Lane; thence North 87°19'45" East, along said centerline of Luds Lane, 1,192.62 feet to the intersection of a new roadway reference line as described in Transportation Project Plat 3080-01-25-4.01 and Transportation Project Plat 3080-01-25-4.02; thence along said new roadway reference line for the next six courses; thence along an arc of a 75.18' foot curve to the Right, said curve having a radius of 2,000.00 feet and whose long chord bears South 00°13'23" East for 75.18 feet; thence South 00°51'14" West, 821.85 feet; thence along an arc of a 85.68 foot curve to the Right, said curve having a radius of 1,490.00 feet and whose long chord bears South 02°30'04" West for 85.66 feet; thence South 04°08'54" West, 98.76 feet; thence South 31°29'32" West, 238.95 feet; thence South 17°57'44" West, 159.11 feet to the intersection with the reference line of US Highway 12 and 18; thence North 72°01'28" West, along said reference line of US Highway 12 and 18, 1,053.42 feet to the West line of the Fractional NW 1/4 of the SW 1/4 of said Section 30 and also being the centerline of County Trunk Highway AB; thence North 00°24'10" East, along said West line and centerline, 397.94 feet to the Point of Beginning.

Said described land contains 1,469,997 square feet, or 33.74 acres, or 0.0527 square miles, more or less.



TONY EVERS

GOVERNOR

KATHY BLUMENFELD

SECRETARY-DESIGNEE

Municipal Boundary Review

PO Box 1645, Madison WI 53701

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

Email: wimunicipalboundaryreview@wi.gov

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

October 24, 2022

PETITION FILE NO. 14532

MARIBETH WITZEL-BEHL, CLERK
CITY OF MADISON
210 M L K JR BLVD RM 103
MADISON, WI 53703-3345

KIM BANIGAN, CLERK
TOWN OF COTTAGE GROVE
4058 COUNTY ROAD N
COTTAGE GROVE, WI 53527-9503

Subject: DANE COUNTY ANNEXATION

The proposed annexation submitted to our office on October 05, 2022, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city..." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the City of Madison, which is able to provide needed municipal services.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14532 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2606>
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

YAHARA AREA INTERGOVERNMENTAL AGREEMENT
Between the County of Dane and the City of Madison

THIS AGREEMENT, entered into by and between the County of Dane, a quasi-municipal corporation in the State of Wisconsin (hereinafter referred to as “County”), and the City of Madison, a municipal corporation of the State of Wisconsin (hereinafter referred to as “City”), is effective as of the date by which both parties have signed hereunder and according to the terms and conditions set forth herein.

WITNESSETH:

WHEREAS, the County has been providing solid waste disposal at the Dane County Landfill Site No. 2, or the Rodefild Landfill (hereinafter referred to as “Rodefild Landfill” or “Landfill No. 2”) for nearly 40 years, but its current capacity is only projected to last until approximately 2030; and,

WHEREAS, the County desires to continue its solid waste disposal program for the benefit of Dane County citizens and municipalities, but the County is in need of land to site a new landfill or “Landfill No. 3”; and,

WHEREAS, the City relies upon the County for its solid waste disposal needs and desires to continue its solid waste disposal locally, which is a more environmentally sustainable and cost effective approach; and,

WHEREAS, it is in both Parties’ interests to work together to find a future landfill site, ideally close to the Rodefild Landfill; and,

WHEREAS, the County has preliminary plans to develop Landfill No. 3, a compost operation, and sustainable business park (hereinafter collectively referred to as the “Sustainability Campus” or “Project”) with the intent to divert waste and create local circular economies; and,

WHEREAS, the City has determined that it is appropriate to make an approximately 232 acre portion of property owned by the City and currently used for the Yahara Hills Golf Course (the “Golf Course”), which property is due south of the Rodefild Landfill, available to the County for Landfill No. 3 and the Sustainability Campus; and,

WHEREAS, given numerous related issues between the Parties arising from this land sale and the future Landfill No. 3 and Sustainability Campus development, the Parties find it necessary to enter into an agreement to clearly define the mutual understandings and expectations associated with the sale of a portion of the Yahara Hills Golf Course for future landfill purposes, and for annexation of county owned land and extension of the urban service area and utilities to said county-owned land; and,

WHEREAS, Section 66.0301 Wisconsin Statutes, authorizes cities, villages, towns, counties, and other public agencies to enter into agreements for receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

NOW, THEREFORE, in consideration of the above recitals and mutual covenants of the parties, the receipt and sufficiency of which is acknowledged by each party for itself, the Parties do agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the mutual understandings and expectations of the Parties arising from the City's sale of a portion of the Yahara Hills Golf Course to the County to facilitate the future development of Landfill No. 3 and the Sustainability Campus along with further development of adjacent county owned land.
2. Initial Land Sale. As detailed in the Sustainability Campus and Landfill Development Agreement (the "Development Agreement") entered into contemporaneously with this Agreement, the City will be entering into a purchase and sale agreement with the County that will result in the sale of two parcels making up the east side of the Golf Course. The purchase and sale agreement is included as Exhibit D to the Development Agreement. The combined site, following Wisconsin Department of Transportation acquisitions, will be approximately 232 acres in size. The parcels involved are the following:
 - 7101 US Hwy. 12 & 18, parcel no. 251-0710-254-0099-7
 - 4502 Brandt Rd., parcel no. 251-0710-361-0099-0

As set forth in more detail in the purchase and sale agreement, in the event that the development and operation of Landfill No. 3 does not proceed, the City may repurchase all or portions of the property.

3. Golf Lease. Following the land sale, and as noted in the Development Agreement, County agrees to lease back portions of the Golf Course to the City to allow the City to continue golf operations on the land until such time as those areas are needed by the County. The Golf Course Leasebacks are attached to the Development Agreement as Exhibit E. The intent of the Parties is that the City's golf operations will remain intact as long as possible. This lease shall include the following terms:
 - a. The golf lease shall be \$1 annually.
 - b. The term of the lease shall be structured such that it will not require subdivision of the leased lands (i.e., a lease not to exceed 10 years).
 - c. The golf lease shall include the following timetable:
 - (1) The existing 36 holes shall remain operational through the 2024 golf season;
 - (2) 27 holes will remain operational through the 2025 golf season;
 - (3) 18 holes will remain operational through the 2042 golf season at a minimum, or longer, by means of automatic annual lease renewals, if a third cell or other configuration on land currently being sold extends the life expectancy of the currently proposed future landfill without the need for a future land sale.

- d. The County and the City's Parks Division shall agree ahead of time on which holes and portions of the golf course shall be closed, and which portions shall remain open. County will be responsible for delineating the boundaries of golf, which boundaries shall be communicated by City staff to its golfing customers, and enforced as necessary.
 - e. Notwithstanding the terms of the lease, the County shall have the ability to continue landfill related due diligence on the leased land so long as it does not interrupt the golf operations. If access is needed to portions of the leased land for such purposes, County shall work with Yahara Hills Golf Course staff to plan such activities in order to avoid any conflict with users of the Golf Course.
 - f. City will have access and full use of the existing golf maintenance facility on the east side of the Golf Course. This use shall include acceptable access from the maintenance facility to the existing golf holes for the purpose of golf maintenance through the 2028 golf season. This use will be covered by a lease separate from the golf lease.
 - g. The County shall have site access at and over the maintenance building driveway for purposes of Sustainability Campus construction and operating the compost facility starting October 1, 2025.
 - h. City will have access to lands being sold through 2026 for the purposes of setting up and reconfiguring the irrigation system to serve remaining golf holes. Modifications or improvements to the course and irrigation system shall be approved by the County and performed at the sole cost of the City. This use will be covered by a temporary access easement separate from the golf lease.
4. Project Development. The land purchased from the City will be used consistent with the Conceptual Site Plan presented in Exhibit A. Contingent on approvals and permits, the Project will include a compost operation that has the ability to accept food waste, a sustainable business park that will target recycling, waste diversion and other solid waste related businesses, and a landfill. The intent of the project is to create local circular economies and provide continued waste management options for Dane County residents and municipalities.
- a. Landfill Licensing and Permitting. City will agree not to file a contested case or other litigation regarding the siting, expansion or design of the landfill and agrees not to assist any opponent of the proposed siting, and will issue a letter of support for the proposed landfill. City will also support the County's variance request for reducing the required setback from a landfill to a park, although the variance itself may be subject to future Common Council approval.
 - b. Zoning and Approvals. County will agree to comply with any applicable City zoning and development approval standards for the siting and development of the future Campus.

- c. Sewer Service. City will allow for transmission of leachate from the landfill site and will support sanitary sewer service extension to the site through a central urban service area expansion. The future landfill shall be a customer of the Madison Sewer Utility and responsible for discharge consistent with established rates. City cannot guarantee acceptance of waste waters at Madison Metropolitan Sewerage District.
- d. Erosion Control and Stormwater Management. Erosion control and stormwater management permits for the future landfill and compost site development shall fall under the jurisdiction of the Dane County Land & Water Resources Department. The County shall not be required to obtain any approvals or permits from the City for erosion control or stormwater at the future landfill and compost site. Storm water approvals for the sustainable business park will be under the jurisdiction of the City. Modifications to the proposed DOT stormwater pond shall be subject to the approval of City as set forth in the Development Agreement.
- e. Wetland Restoration and Area Stormwater Management. The Parties will look to collaborate on potential wetland restoration and stormwater management improvements for the Yahara area.
- f. Recreation Planning. The Parties will work collaboratively to identify the recreational needs of the community in the Rodefild and Yahara areas, and work to align plans for parks and open space in the area, including working with other municipalities if necessary.
- g. Southern Access Road. The Parties, along with the Ho-Chunk Nation, have an interest in the development of a future southern access road connecting CTH AB and the Mill Pond Road area. The County agrees that any platting or development of the Golf Course will dedicate this future public right-of-way.
- h. Future Land Sale. As detailed in the Development Agreement, the City is agreeable to considering the future sale of additional portions of the Golf Course for the purposes of future landfill expansion as set forth in Exhibit B.
- 5. Solid Waste Agreement. The County will undertake the development of Landfill No. 3 and continue to accept the solid waste generated by the City of Madison as set forth in the Solid Waste Agreement.
- 6. Utility Extensions and Annexation.
 - a. City has agreed to extend certain urban services to some of the County owned lands located east of the Rodefild Landfill, north of USH 12 & 18 and east of CTH AB. As a condition of this service extension, County has agreed to City's request to annex the County owned lands in this area, including the East District Highway Garage, Medical Examiner's building and future solar farm.
 - b. City agrees that it will not interfere with any revenue agreement made between the solar farm developer and the Town of Cottage Grove or payments made thereunder.

- c. City agrees to allow the solar farm development to carry forward while in the Town of Cottage Grove. Unless earlier annexation of these lands is desired by the County, annexation of these lands will occur once solar farm construction is substantially completed, which is expected to occur by April 1, 2023. If substantial completion of the solar farm is not complete by then, the County will inform the City Planning Division and annex these lands within 90 days of substantial completion. Substantial completion of the solar farm shall be the point when construction activity on the land is complete.
- d. City agrees to have its building inspector and fire inspector perform an inspection of the current Medical Examiner's building and the current East District Highway Garage to generate a report of observations and deficiencies. The City and County shall mutually agree to a timeline for the County to correct any identified deficiencies and the City shall provide a written statement of code compliance, if requested, prior to the County submitting a petition for annexation. The County will submit petition for annexation no later than 90 days of effective date of this Agreement.
- e. A map showing the County owned lands subject to this annexation requirement is attached hereto as Exhibit C. The County will submit a petition for annexation of "Area A" in accordance with timeline determined in Para d. above. The County will submit annexation petitions for "Area B" and "Area C" in accordance with timeline determined in Para c. above.

7. Other

- a. Project Assessments. The City acknowledges that the County will not be specially assessed for the USH 12 & 18 and CTH AB interchange project. The City and the County are both separately entering into agreements with Wisconsin Department of Transportation (WDOT) regarding the funding for that project and improvements made thereunder.
 - b. Remnant Parcel. Following WDOT's USH 12 & 18 and CTH AB project, the City will agree to discuss selling the City's remnant land interests adjacent to the Rodefild Landfill. The vacant former "Yahara Wood Processing Site" located at 7401 US Hwy 12 & 18, parcel no. 251-0710-251-0098-5, is currently subject to a lease by Dane County (doc. no. 5078421) for uses associated with the Rodefild Landfill.
8. Conflicting Terms. As noted herein, other Agreements relating to the Golf Course, Landfill No. 3, and the Sustainability Campus will be entered into by the Parties contemporaneously with this Agreement. In the event of any inconsistency, conflict or ambiguity as to the rights and obligations of the parties under this Agreement or the related agreements, it is the intent of the Parties that the terms of this Agreement shall control and supersede any such inconsistency, conflict or ambiguity as to the subject matters contained herein.

9. Non-Discrimination. In the performance of the obligations under this Agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
10. Liability. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
11. Authority. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement, and that the person or persons executing this Agreement on its behalf is authorized to do so.
12. Amendment. This Agreement may be amended only by written agreement of the parties.
13. Enforcement. This Agreement shall be governed by the laws of the State of Wisconsin. Any act by either party in violation of this Agreement shall be remedied by the courts of the State of Wisconsin. This Agreement is intended to provide both Parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.
14. Waiver. Any waiver by any party to a breach of any term or condition of this Agreement shall not be considered a waiver of any subsequent breach by the party of the same term or any other term or condition of this Agreement.
15. Binding Effect. The Parties have entered into this Agreement under the authority of Wis. Stat. Sec. 66.0301. The Parties agree that this Agreement shall be binding upon both parties, as well as their respective successors and assigns.
16. No Third Party Beneficiary. This Agreement is intended to be solely between the County and the City. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.

17. Construction. The Parties acknowledge that this Agreement is the product of negotiations between the Parties and that, prior to the execution hereof, each Party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof. No terms or conditions contained in this Agreement shall be construed to create a situation where performance becomes impossible, nor shall any provision herein be construed to create a conflict with any duty or obligation that the County may have under any existing or future statute, rule or regulation of the United States of America, the State of Wisconsin, or any federal or state agency having jurisdiction over the design and operation of the Landfill.
18. Titles. The titles to sections, subsections and paragraphs used in this Agreement are for informational purposes only, except where it may be necessary to an understanding of the content of the Agreement.
19. Severability. In the event that any portion of this Agreement is invalidated or held unenforceable by a court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
20. Force Majeure. Neither party to this Agreement shall be liable for failure to perform any duty or obligation that said party may have under this Agreement where such failure has been occasioned by any act of god, fire, strike, inevitable accident, war, pandemic or other public health emergency, court order or binding determination of a governmental agency.
21. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR THE COUNTY OF DANE

Joe Parisi, County Executive

Date

Scott McDonnell, County Clerk

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES ____ - _____,
ID No. _____, adopted by the Common Council of the City of Madison on _____, 20__.

EXHIBIT A
Conceptual Site Plan (3/1/2022)

EXHIBIT B
Overview Map and Option Property

EXHIBIT C
Map of Annexation Area

PLANNING DIVISION STAFF REPORT

December 12, 2022

PREPARED FOR THE PLAN COMMISSION



Project Address: 3103-3111 Luds Lane and 3562 CTH AB
Application Type: Direct Annexation from Town of Cottage Grove
Legistar File ID # 74681
Prepared By: Timothy M. Parks, Planning Division

Summary

Requested Action: Approval of Ordinance ID 74681, annexing 33.74 acres of land primarily located at 3103-3111 Luds Lane and 3562 CTH AB from the Town of Cottage Grove to the City of Madison and assigning Temporary A (Agricultural District) zoning.

Petitioners: Dane County; Allison Rathstack, representative.

Status of Petitioners: Property owner. According to the petition, there are no electors on the property.

Applicable Regulations & Standards: Section 66.0217 of Wisconsin Statutes outlines the process for annexation of land to municipalities in the State of Wisconsin. The subject petition is for direct annexation by unanimous approval of the property owner(s) pursuant to Wis. Stats. Section 66.0217(2).

Review Required By: Plan Commission and Common Council.

Development Schedule: The three parcels comprising this annexation are already principally developed with the Dane County Medical Examiner's Office and Dane County Public Works, Highway and Transportation Department East District Campus highway maintenance facility. No additional development of those parcels is proposed at this time.

Parcel Location: The 33.74 acres to be annexed are located in the northeastern quadrant of the intersection of CTH AB and US Highways 12 and 18, with Luds Lane forming the northern boundary of the annexation. The land is adjacent and will be annexed to Alder District 16 (Currie). The lands are located partially in the Monona Grove Area School District, except for a small portion of the property that is located in the McFarland Area School District.

Adopted Land Use Plan: The Yahara Hills Neighborhood Development Plan, as adopted in 2017 and amended in 2022, recommend the Dane County lands for civic and institutional uses.

Public Utilities and Services: The subject site is located in the Central Urban Service Area. The purpose of this annexation is to allow the existing County-owned facilities to connect to the City water and sanitary sewer services currently being extended east in the US Highways 12 and 18 right of way, which will also serve the future landfill being planned for most of the 231.8 acres of Yahara Hills Golf Course that Dane County will be acquiring from the City of Madison in the southwestern quadrant of CTH AB and US Highways 12 and 18. The water and sewer extensions will also serve the sustainable business park that the County intends to develop on 30.4 acres of the land it is acquiring.

Project Description, Analysis and Conclusion

Dane County is requesting direct annexation of three parcels of land totaling 20.08 acres to the City of Madison from the Town of Cottage Grove. The property to be annexed is developed with the Dane County Department of Public Works, Highway and Transportation's East District Campus on a 15.47-acre parcel addressed as 3103 Luds Lane, and the Dane County Medical Examiner's Office, which is primarily located on a 3.93-acre parcel located at the southeastern corner of CTH AB and Luds Lane and addressed as 3111 Luds Lane. The third parcel, a 0.68-acre parcel addressed as 3562 CTH AB and adjacent to the US Highway 12 and 18 right of way, is currently undeveloped. In addition to the three parcels, the annexation will bring approximately 13.66 acres of highway right of way into the City, including 33 feet of right of way to the centerlines of CTH AB and Luds Lane (north of the parcels), approximately 75 feet of right of way to a new centerline for Luds Lane east of the 3103 Luds parcel, and right of way of varying width for US Highways 12 and 18.

Wis. Stats. Section 66.0217(8) requires that the Plan Commission make a recommendation on the temporary zoning of the annexed parcels. The three parcels will be zoned Temporary A-Agricultural District with the annexation. Following the annexation, Planning staff will work with Dane County to determine an appropriate City of Madison zoning district(s) to permanently assign the parcels, which will be presented to the Plan Commission consistent with the process and standards in Section 28.182 of the Zoning Code.

Additional development of the three parcels is not anticipated at this time. Rather, the purpose of this annexation is to allow the County-owned facilities to connect to the City water and sanitary sewer services currently being extended east in the US Highways 12 and 18 right of way as part of the conversion of the CTH AB-US Highways 12 and 18 intersection into a grade-separated interchange. The extension of water and sewer to this site, as well as to the future Dane County landfill and sustainable business park to the southwest, are part of the Yahara Area Intergovernmental Agreement executed earlier this year between Dane County and the City of Madison. That agreement and others were authorized by Resolution 22-00319 (ID 70597); the Yahara agreement calls for the subject parcels to be annexed to the City as a condition of providing urban services to them. Additional County-owned land to the northeast of the subject parcels will be annexed to the City separately according to terms in the Yahara agreement, with the second annexation scheduled to occur by April 1, 2023.

Finally, State law requires that the State's Department of Administration Office of Municipal Boundary Review (MBR) make a recommendation that an annexation is in the public interest. "Public interest" is defined in Section 66.0217(6)(c) as consideration of "[w]hether the governmental services, including zoning, to be supplied to the territory could clearly be better supplied by the town or by some other village or city whose boundaries are contiguous to the territory proposed for annexation which files with the circuit court a certified copy of a resolution adopted by a two-thirds vote of the elected members of the governing body indicating a willingness to annex the territory upon receiving an otherwise valid petition for the annexation of the territory" and "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city and any other contiguous village or city." The MBR determined in a letter to the City and Town of Cottage Grove dated October 24, 2022 that the proposed annexation was in the public interest (see attached letter).

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Recommendation

The Planning Division recommends that the Plan Commission forward annexation ordinance ID 74681 to the Common Council with a favorable recommendation.

A two-thirds favorable vote of the Common Council is required to approve the annexation.