

**AGENDA # \_\_\_\_\_**

**CITY OF MADISON, WISCONSIN**

<hr/>		PRESENTED _____
REPORT OF:	<b>CITY ATTORNEY</b>	REFERRED _____
TITLE:	Town of Blooming Grove and City of Madison Cooperative Plan	Board of Estimates and CC Mtg. of _____
AUTHOR:	James M. Voss, Assistant City Attorney	REREFERRED _____
DATED:	April 20, 2006	REPORTED BACK _____
<hr/>		ADOPTED _____ POF _____
		RULES SUSPENDED _____
		ID NUMBER _____

**TO THE MAYOR AND COMMON COUNCIL:**

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. On February 1, 2005, the Town of Blooming Grove and City of Madison adopted resolutions authorizing participation in the preparation of a cooperative plan pursuant to said statute and approved an intergovernmental agreement pursuant to Sec. 66.0301, Wis. Stats., to provide the basic foundation of the proposed cooperative plan. On February 18, 2005, the municipalities executed the Intergovernmental Agreement.

Subsequently, legal counsel for the municipalities drafted the proposed Town of Blooming Grove and City of Madison Cooperative Plan, dated February 24, 2006. A joint public hearing to solicit input on the Plan was properly noticed and held at the Town of Blooming Grove Hall, on March 22, 2006, in accordance with Sec. 66.0307(4)(b), Wis. Stats. The Plan has also been available for public review at all branches of the Madison Public Library and on the City's website since March 1.

As part of the statutory requirements for a cooperative plan, the municipalities that are parties to a plan must consider comments received at the public hearing, as well as any written comments received up to twenty (20) days following the joint public hearing. All such public comments must be considered in the preparation of the final version of the Cooperative Plan and must also be submitted with the Plan to the DOA . There were no registrants or speakers at the joint public hearing, and neither the Town nor the City have received any written comments on the plan within the statutory public comment period.

However, at the public hearing, it was observed and confirmed that there was an inadvertent omission of lands that should have been included in the Exhibit 9 description and map of the "Territory North of Weather Oak Hills." In order to maintain consistency between the Intergovernmental Agreement and the Cooperative Plan, minor corrections were made to the Exhibit 6B map of Weather Oak Hills, and the omitted lands were added to the Exhibit 9 description and map of the "Territory North of

Weather Oak Hills.” The final version of the Cooperative Plan, dated April **20**, 2006, contains these revisions.

## **BACKGROUND HISTORY AND THE COMPREHENSIVE PLAN**

About two years ago, City staff and Town of Blooming Grove representatives began meeting to discuss terms under which the Town could remain viable for an extended period of time and eventually be assimilated by the City in a coordinated and orderly fashion. The Town wanted to protect existing Town residents in the City growth areas of the Town from annexation against their wills, in exchange for facilitating orderly boundary adjustments to accommodate City growth. Both parties concluded that a binding, permanent, intergovernmental boundary agreement, forming the basis for a state approved cooperative boundary plan could result in significant benefits to both parties and to all affected property owners.

With the March 1, 2005 adoption of the City and Town resolutions, approving the Intergovernmental Agreement and authorizing its conversion into a state-approved cooperative plan, the major provisions of the underlying Agreement and the Cooperative Plan are as follows:

- 1) Town dissolves by November 1, 2027 (23 years), or sooner if Town chooses.
- 2) Annexations require only owner approval (not resident electors). Town islands may be created. Revenue sharing for statutory five (5) years unless otherwise provided.
- 3) Two-phased annexation/attachment of all remaining Town territory (except Protected Areas, Territory North of Weather Oak Hills & Rustic Acres) east of I-39/90 and north and south of Chicago & Northwestern tracks by end of 2015 and 2020, respectively. Protected Areas are: Gallagher Plat, Gallagher Garden, April Hills, Rambling Acres, Weather Oak Hills, Freeway Manor and business/commercial on Millpond Road. Protected Areas — approximately 8.4% of Town area, 78% of tax base and 89% of population.
- 4) Rustic Acres may be annexed, but development limited to compliance with adopted City plans and average density of not more than 8 net residential dwelling units per acre.
- 5) To implement the 1998 Intergovernmental Agreement, Ho-Chunk Nation fee lands (about 6½ acres) south of Millpond Road would be automatically attached to City upon state approval of cooperative plan (#12 below).

- 6) Existing Town parcels may receive City sewer and/or water service, if special assessments are paid and annexation/attachment ordinance adopted with a delayed effective date of 5 years.
- 7) Division of existing 5+ acre parcels into two lots for single-family residential purposes is allowed without City approval.
- 8) All other defined “development” in Town is subject to conditional approval by City and City Development Requirements, including but not limited to, Impact Fees, Erosion Control and Street Graphics Ordinance compliance. “Development” does not include building a single principal structure on existing lots zoned for appropriate use. The MOU is intended to assist in determining whether or not to approve proposed development in the Town and the application of City Development Requirements to such development.
- 9) Cooperative Development Property (Voit) requires review and approval of both Town and City, compliance with City Development Requirements, and on City Sewer and Water. Upon issuance of occupancy certificate/permit for first Two Million Dollars of new improvements, it will be automatically annexed/attached to City on last Monday of December nearest to mid-point in remaining Protected Period. Town keeps 100% of local taxes for that year and City will pay Town 70% and 50% of that amount for first two years City collects taxes.
- 10) City may levy public improvement assessments against benefited Town parcels, with payment deferred until annexation/attachment, but amount adjusted by ENR Construction Cost Index. Certain (Buckeye, Brandt, Commercial, Cottage Grove, Femrite, Marsh, Mill Pond, Raywood, Rethke, Savannah, Siggelkow and Sprecher) street improvements require assessment payments without deferral.
- 11) Job Continuity for Town Employees — Town employees are to receive comparable City job or severance pay of 3 months for employment from 6 months-5 years, 6 mo. pay for 5-10 years, 9 mo. pay for 10-15 years, and 1 year pay for 15+ years. Town currently has 7 full-time employees.
- 12) Agreement to be converted into a state-approved cooperative plan (§ 66.0307, Stats.). Cooperative Plan may be submitted to State DOA on or after May 22, 2006.