

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

**APRIL 20, 2006**

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

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

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

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

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

and,

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

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

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

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

- A. The Town and the City are adjacent to one another and have a long history of disputes regarding boundaries and the provision of municipal services. Prior annexations to the Cities of Madison and Monona and the Village of McFarland have fragmented the Town, and potential and future annexations to the City make uncertain the long term viability of the Town as a separate governmental entity. The Agreement determines the Town’s future with certainty, resolves potential disputes over Town territory, and establishes a basis for future governmental cooperation, providing for an orderly transition of Town territory to the City and the Village, and preserves the Town’s viability while it remains a Town.
- B. The City desires that existing and new development in the Town north of Siggelkow Road be compatible with the City and eventually be assimilated by the City, and that all other development shall occur in the City, served by City municipal services and in compliance with applicable City development standards.
- C. The Town and the City desire to enter into the Agreement for the general purposes of guiding and accomplishing a coordinated, adjusted, and harmonious development of the Town and the City and transition from Town to City which will be in accordance with existing and future needs of the Parties and best promote public health, safety, morals, order, convenience, prosperity and the general welfare of the Parties and their residents as well as the efficiency and economy of the Parties.
- D. The Town and the City believe that:
  - (1) The annexations and boundary changes governed by the Agreement are reasonably compatible with the characteristics and adopted plans of both Parties taking into consideration present and potential transportation, sewer, water and storm drainage facilities and other infrastructure, fiscal capacity, previous political boundaries, boundaries of school districts and shopping and social customs.
  - (2) The annexations and boundary changes governed by the Agreement are not the result of arbitrariness and reflect due consideration of compactness of area, orderly urban growth, and efficient delivery of municipal services.
  - (3) Entering into the Agreement should not produce significant adverse environmental consequences to the natural environment and may help reduce significant adverse environmental consequences to the natural environment by promoting the orderly and coordinated development of the lands hereby affected.

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

**WITNESSETH**

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

**SECTION 1  
PARTICIPATING MUNICIPALITIES**

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

**SECTION 2  
CONTACT PERSONS**

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

**SECTION 3  
TERRITORY SUBJECT TO THE COOPERATIVE PLAN**

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

**SECTION 4  
ISSUES, PROBLEMS, OPPORTUNITIES**

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

**A. Protect the Town and Eliminate Annexation Disputes.**

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

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

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

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

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

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

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

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

**C. Establish Mechanism for Joint Planning.**

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

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

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

**E. Orderly Urban Growth.**

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

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

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

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

**SECTION 5  
TERM OF THE PLAN AND BOUNDARY ADJUSTMENT PERIOD**

A. The term of this Cooperative Plan shall commence upon the date of its approval by the Wisconsin Department of Administration and shall terminate at 11:59 p.m. on October 31, 2027 (the “Transition Date”), or at such earlier time as the Town may cease to exist as a separate entity in accordance with the terms of this Plan. This term shall also be known as the “Protected Period.” The term of the boundary adjustment period under this Plan shall also commence upon the date of approval by the State Department of Administration and shall terminate on the Transition Date. The basis for the twenty-one plus (21+) year boundary adjustment period is that such time period is deemed by the Town and City to be necessary to protect existing Town owners from annexations against their will and for the City and the Village of McFarland to fully assimilate the Town territory in an orderly and cost effective manner. Certain specified obligations, including, but not limited to, those in Section 17 of this Plan shall continue beyond the term of the Plan. Except for the final transfer of assets and liabilities from the Town to the City, no payments or revenue sharing between the Parties shall continue after the Transition Date.

B. Early Termination of Protected Period. On or after January 1, 2019, the Town may, upon a 4/5 vote of the Town Board, elect to have all of the territory remaining in the Town become a part of the City upon at least fifteen months’ written notice to the City, unless a different notice period is agreed to by the Parties, by designating an earlier Transition Date and thereby shortening the Protected Period.

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

## SECTION 6 DEFINITIONS

For the purposes of this Plan:

A. “Develop” or “development” refers to division of land, or construction of more than one principal structure on a parcel of land, or rezoning a parcel from a residential or agricultural classification to a non-residential classification. Use or division of land by the Town or City for governmental purposes does not constitute development.

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

C. “Cooperative Development Property” means the territory north of Milwaukee Street and along North Fair Oaks Avenue in the Town that is described in the legal description and shown on the diagram attached hereto and incorporated herein as **Exhibit 3**.

D. “Town island” means territory in the Town completely surrounded by City territory.

E. “Exhibits” referred to in this Cooperative Plan are attached to the Plan and incorporated as part of the Plan.

F. “Plan Area” or “Cooperative Plan Area” is the territory subject to and covered by this Cooperative Plan and includes the entire Town of Blooming Grove. The Plan Area is shown and described in **Exhibit 2**.

G. “Protected Areas” is the territory of the Town specified in § 9.C. of this Plan.

H. “State approval” means State approval of this Cooperative Plan, under Wis. Stat. § 66.0307, at the conclusion of any judicial appeal.



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

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

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

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

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

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

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

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

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

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

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

First, as briefly mentioned above in subsection 4.B. and as discussed in more detail in Section 11.C. below, the jointly approved development of the Cooperative Development Property shall be initially developed within the Town, but on City public water and sewer utility service. The Cooperative Development Property shall remain in the Town for a period of time approximately one-half of the remaining Protected Period, or the time between the date of occupancy of substantial new development and October 31, 2027. Then, at the designated midpoint of the remaining Protected Period, the Cooperative Development Property will be automatically attached to the City. Consequently, the City will be upholding its ordinance policy by extending public sewer and water service to the Cooperative Development Property only upon an irrevocable commitment of the Cooperative Development Property's automatic attachment to the City under a boundary adjustment provision of this Plan.

Second, property in the Town may receive City sewer and water service as more specifically described in Section 12.C. of this Plan. The conditions of receiving such utility services are that the said services must be reasonably available, the property must be in the Urban Service Area, and the owner must agree to pay any costs of extension and connection to those services, plus interest thereon, over a five-year period and must further agree to attachment of the property to the City at the end of the five-year period, unless the subject property is already scheduled for attachment in less than five years under either a Phased or Final Attachment. The procedure to be followed for implementation of the property owner's agreement to attach may be through the contemporaneous adoption of an Intermediate Attachment ordinance with the effective date of attachment delayed for the five-year period. The City will be upholding its ordinance policy by extending public sewer and water service only upon an irrevocable commitment of attachment. Instead of paying to fix private wells and/or failing septic systems, the property owner will pay the initial costs of extension and connection to the City public utility services over five years, without also having to pay a higher local share of property taxes to the City during the same five-year period.

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

## SECTION 9 ATTACHMENT OF TOWN TERRITORY TO CITY

**A. Immediate Attachment.** The Ho-Chunk Nation lands, located south of Millpond Road, together with certain highway right of way segments, described in the legal description and shown on the map attached hereto as **Exhibit 5**, shall be attached to the City by adoption of an attachment ordinance adopted by a majority of the members of the City's Common Council, and without the consent of the owners or electors. Such ordinance shall become effective upon final State approval of this Cooperative Plan. At that time, the City Clerk shall provide notice of this Immediate Attachment, as required under the Procedure for Intermediate Attachments in paragraph 10.A.(2) below.

**B. Intermediate Attachments.** During the Protected Period, there may be an unlimited number of Intermediate Attachments of Town territory north of Siggelkow Road, except lands in the Protected Areas or as expressly provided in this Plan, to the City prior to either of the two Phased Attachments or the Final Attachment hereinafter provided. The Procedure for Intermediate Attachments recognizes a compromise respecting the desire of the current property owners to remain Town property owners for as long as the Protected Period of this Cooperative Plan, subject to Phased Attachment in 2015 or 2020, or Final Attachment in 2027, unless those property owners petition the City for Intermediate Attachment. Approval of resident electors shall not be required.

**C. Protected Areas.** During the Protected Period, the City shall not attach any territory from the following areas in the Town that are described in the descriptions and shown on the map attached hereto and incorporated herein as **Exhibit 6** (the "Protected Areas"): Gallagher Plat; Gallagher Garden; April Hill Subdivision; Rambling Acres Subdivision; Freeway Manor; Weather Oaks; the existing developed business and commercial areas along US Highway 12/18.

**D. Rustic Acres.** The area known as "Rustic Acres" in the northeast portion of the Town is shown and described in the map and description attached hereto and incorporated herein as **Exhibit 7**. During the Protected Period, the City may attach territory in Rustic Acres, in accordance with the provisions of subsection 9.B. above. However, Rustic Acres is not included in the North Phased Attachment Area of subsection 9.E. below.

**E. Phased Attachments.** All or part of Town territory east of the western right-of-way line of Interstate 39/90 and north of Siggelkow Road, as described in the description and

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

**F. General Attachment Provisions.**

(1) The Town shall not oppose any attachments permitted by this Cooperative Plan or provide support, financial or otherwise, to those who do.

(2) The City shall be responsible for all municipal services in the attached territory beginning on the effective date of the respective attachment.

(3) Notwithstanding any amendment of the statutes subsequent to the effective date of this Plan, and except as otherwise provided in this Plan, the Town shall be entitled to all taxes (as between the City and the Town) for the year in which the attachment is effective, and revenue sharing from the City to the Town for all Immediate, Intermediate and Phased Attachments of Town territory shall be for five (5) years, as provided for annexations under 2003 Wisconsin Act 317.

(4) Except as expressly allowed in this Plan, the City shall not attach any territory contrary to the wishes of any owners of the parcels proposed for attachment. Approval of resident electors shall not be required for any attachments to the City.

**G. Attachment of Cooperative Development Property.** During the Protected Period, the City may attach the Cooperative Development Property, only in accordance with the provisions of subsection 11.C. below, by adoption of an attachment ordinance adopted by a majority of the members of the City’s Common Council, and without the consent of the owners or electors of the Cooperative Development Property. At that time, the City Clerk shall provide notice of this Attachment, as required under the Procedure for Intermediate Attachments in paragraph 10.A.(2) below.

**H. Final Attachment.** Final attachment of all territory remaining in the Town at the end of the Protected Period, including any territory south of Siggelkow Road, shall be effective at the end of the Protected Period, 11:59 p.m. on October 31, 2027, pursuant to a Final Attachment Ordinance, which shall be adopted by a majority of the elected members of the City Common Council, attaching all remaining Town lands to the City. The Parties acknowledge and agree that the City’s adoption of the Final Attachment Ordinance is a fundamental condition and that absent the adoption of the Final Attachment Ordinance, the Parties would not have entered into this Plan. In the event the City does not adopt the Final Adoption Ordinance as required by this Plan, the Town may seek specific performance of this provision from a court of competent jurisdiction. The Final Attachment Ordinance may designate temporary or permanent zoning classifications for each parcel of land as prescribed in Sec. 62.23(7)(d), Wis. Stats. No revenue

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

**I. Intermunicipal Cooperation Agreement Between Madison and McFarland.**

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

**SECTION 10  
PROCEDURE FOR INTERMEDIATE AND PHASED ATTACHMENT**

**A. Procedure for Intermediate Attachments.** The procedure for Intermediate Attachment of territory from the Town to the City shall be as follows:

(1) Upon written petition for attachment filed with the City Clerk on City forms signed by all of the owners of all the land, exclusive of Town roads abutting such land, the City may, with ten (10) days advance, written notice to Town Clerk, without further review and approval of the Town, and without mandatory review and recommendation by the City Plan Commission or any other sub-unit of City, adopt Attachment Ordinances by a majority of the elected members of its Common Council attaching the territory constituting the Intermediate Attachment. Town territory included in an Intermediate Attachment will be attached to the City effective at 12:01 a.m., on the next Monday after adoption of the respective Attachment Ordinance, unless a different date is specified therein. The City may adopt Attachment Ordinances for Town parcels whose owners request City public water or sewer utility service, with a delayed effective date of up to five years, as described in Section 8 of this Plan. The Attachment Ordinances may designate a temporary zoning classification for each parcel. .

(2) Following adoption of each such Attachment Ordinance, the City Clerk shall immediately file, record and send copies of the same, in accordance with Sec. 66.0217(9)(a), Wis. Stats, as incorporated by Sec. 66.0307(10). Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one. The information filed with the Secretary of State shall be utilized in making adjustments to entitlements under the federal revenue sharing program and distribution of funds under chapter

79, Wis. Stats., and to any successor or other federal or state entitlement or revenue-sharing program.

(3) No land shall be attached to the City as an Intermediate Attachment without the consent of the owner(s). Where a petition for attachment involves residential property occupied by electors other than the owner(s) (or land contract vendee), only the owner(s) have the right to consent to and petition for the attachment. Approval of resident electors shall not be required.

(4) All Intermediate Attachments shall include one half of the full width of abutting Town roads.

(5) Territory may be attached to the City, under this Cooperative Plan, irrespective of the size, or shape of the territory covered by the petition. Such attachments may create Town Islands. The City, however, may reject any petition to attach territory that is not contiguous, configured or located in a manner as will enable City to provide adequate and timely service.

**B. Procedure for Two Phased Attachments.** The procedure for the two Phased Attachments shall be as follows:

(1) All or part of Town territory east of the western right-of-way line of Interstate 39/90 and north of the northern Chicago & Northwestern Railroad right-of-way line described and shown on **Exhibit 8 North** (the “North Phased Annexation Area”) that has not previously been voluntarily annexed or attached to the City by January 1, 2015 may become a part of the City as follows:

(a) At any time between January 1, 2015 and August 31, 2015, the City, upon a 2/3 vote of the elected members of the City’s Common Council, may adopt an ordinance attaching such territory. The attachment shall be effective as of 12:01 a.m. on the last Monday in December 2015. Unless otherwise agreed to by the Parties in writing, if the Town gives written notice to the City Clerk between January 1, 2015 and April 30, 2015 reminding the City of the City’s right to attach under this subsection, then the City shall lose the right if it is not exercised by August 31, 2015. If the Town fails to give such notice and the City fails to exercise its right, then the City may, by June 30 of any year after 2015, adopt an ordinance attaching such territory effective at 12:01 a.m. on the last Monday in December of the same year.

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

(2) All or part of Town territory east of the western right-of-way line of I-39/90, south of the northern Chicago & Northwestern Railroad right-of-way line and north of Siggelkow Road described and shown on **Exhibit 8 South** (the “South Phased Attachment Area”) that has not been voluntarily annexed or attached to the City by January 1, 2020 may become a part of the City as follows:

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

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

## **SECTION 11 LOCAL ORDINANCES AFFECTING PLAN AREA**

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

**A. Attached Territory.** Town territory attached to the City from time to time under this Cooperative Plan shall become City territory subject to all City Zoning and General Ordinances on the effective date of attachment.

**B. Development of Town Territory.** All Town territory, other than the Cooperative Development Property as provided in subsection C. below, not yet attached shall be subject to applicable zoning ordinances and the following rules:

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

(2) All new or replacement signs, billboards or street graphics ("signs") not part of any development shall comply with the restrictions of the Madison Street Graphics Control Ordinance, Chapter 31, Madison General Ordinances and with the applicable Dane County sign regulations. In the event of a conflict between the Madison and Dane County sign regulations, the more restrictive regulatory provision shall apply. The Town agrees to condition any electrical or other permits that it issues for new signs upon City approval that the proposed sign complies with the Madison Street Graphics Control Ordinance.

(3) The division of a five (5) acre or larger parcel (including parcels that are less than 5 acres because of a property acquisition by the City) existing as of February 18, 2005, into only two parcels for residential purposes shall not be considered “development” under this Plan, and the owners may divide and rezone the parcel to a single-family residential district and construct a single-family residence on each new parcel without the cooperation or approval of the City. A “parcel” is defined as the contiguous lands within the control of a single owner.

(4) The City shall use its best efforts to give notice of zoning and other land use hearings, decisions and actions to the owners of record of properties in the Town, within the same distance from an affected property, in the same manner and on the same basis as it gives notice to the owners of record of properties in the City. The Town shall cooperate with the City to enable such notice. A failure to give notice shall not itself constitute a breach of this Cooperative Plan, but intentional, persistent or habitual failure to give notice shall be considered a breach of this Cooperative Plan.

**C. Development and Attachment of the Cooperative Development Property.**

The City and the Town specifically agree to work cooperatively on the joint planning and development of properties north of Milwaukee Street and along North Fair Oaks Avenue (the “Cooperative Development Property”). The Cooperative Development Property is described in the legal description and shown on the map attached hereto and incorporated herein as **Exhibit 3**.

(1) The City and the Town shall cooperate to establish zoning over the Cooperative Development Property, pursuant to the procedure attached hereto and incorporated herein as **Exhibit 10**, to allow the development of the Cooperative Development Property while the Cooperative Development Property is in the Town, consistent with the Town’s Comprehensive Plan and the City’s Comprehensive Plan in effect at the time zoning is established. At the present time, those plans would allow development for residential single family and multi-family use, including senior elderly housing, and some limited amount of mixed uses including neighborhood commercial uses, and associated improvements including roads, utilities, parkland, multipurpose trails, wetlands, other open spaces, ponds, and other governmental uses. The zoning established by the Parties will be effective in the City when the Cooperative Development Property is annexed to the City pursuant to this Plan. Any new construction of principal structures or development of the Cooperative Development Property shall require the review and approval of both the Town and the City and, unless the Parties agree otherwise, shall be conditioned upon compliance with City Development Requirements, including payments of all applicable special assessments, extension and connection charges and impact fees associated with the development of the Cooperative Development Property. As long as the anticipated value of the improvements to the Cooperative Development Property is at least \$10,000,000, upon full build-out of the development, including all phases of the development, the City shall extend public water and sewer services to the Cooperative Development Property in advance of attachment in order to support development approved by the City and the Town.

(2) In the event new principal structures are constructed on the Cooperative Development Property or the Cooperative Development Property is developed after February 18, 2005, the Cooperative Development Property shall remain in the Town and shall not be annexed



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

(3) In lieu of the revenue sharing for attachments provided in subsection 16.A. of this Plan, the Town shall keep 100% of the local government share of tax revenues collected by the Town for the Cooperative Development Property while the Cooperative Development Property is in the Town and for the Cooperative Development Property Base Year ("base year revenue sharing amount"). Payments received by the Town in lieu of taxes, if any, shall not be included in the base year revenue sharing amount, and the City shall receive any and all such payments in lieu of taxes following attachment of the Cooperative Development Property as long as the City is responsible for providing the municipal services covered by such payments. Additionally, the City shall pay the Town 70% of the base year revenue sharing amount from taxes it collects from the Cooperative Development Property for the tax year after the Cooperative Development Property Base Year; and 50% of the base year revenue sharing amount from taxes it collects for the second year after the Cooperative Development Property Base Year. Payments are due in two equal installments: the first due on February 15 and the second due on August 15 of the second and third years after the year of attachment, respectively.

**D. Development of Attached Rustic Acres Territory.** In the event the City attaches territory in Rustic Acres after February 18, 2005, development shall be allowed as follows:

(1) Lots in Rustic Acres in existence on February 18, 2005 that are immediately adjacent to Milwaukee Street or Sprecher Road may be developed in compliance with the City's neighborhood development plan or Comprehensive Plan in effect at the time such lots are developed, and in compliance with the City Development Requirements.

(2) For all other lots in Rustic Acres in existence on February 18, 2005, development shall be limited to residential land uses and necessary associated improvements including roads, utilities, parkland, and other governmental uses. Residential densities shall be limited to an

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

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

**SECTION 12**  
**DESIGN AND CONSTRUCTION OF, AND SPECIAL ASSESSMENT FOR, PUBLIC**  
**STREETS, SIDEWALKS AND OTHER PUBLIC IMPROVEMENTS, AND**  
**PLACEMENT OF PUBLIC UTILITIES IN STREET RIGHT-OF-WAY IN TOWN**  
**TERRITORY PRIOR TO ATTACHMENT TO CITY**

**A.** The City shall use public highway rights-of-way to extend municipal services wherever reasonably possible. The Town shall permit use of Town roads for such purpose, subject only to the City's obligations to maintain access for emergency vehicles and owners and occupants of property in the Town and to restore the road upon completion of construction. Where the City cannot use public highways for extensions of services, the Town acknowledges the City's right to obtain easements from private property owners subject to compensation as required by state law.

**B.** The City may levy special assessments against a parcel of property in the Town for public improvements that specially benefit the parcel. The Town hereby approves such future levies, under Sec. 66.0707, Wis. Stats. In the event that this blanket pre-approval provision is either not approved by the State Department of Administration or invalidated by a court of competent jurisdiction, the Town further agrees to the extent it may lawfully do so that it shall timely approve each such special assessment levy by separate resolution pursuant to said statute. The following provisions shall apply to all such City special assessments levied against Town parcels:

- (1) The owner or other interested party may challenge such special assessments as an owner of property in the City would have the right to do.
- (2) Payment of such special assessments shall be deferred and interest shall not accrue thereon until the parcel is attached to the City.
- (3) Notwithstanding paragraph (2) above, the amount of each such special assessment shall be adjusted from the date of levy to the date of attachment based on the Engineering News Record Construction Cost Index, or such equivalent index as may be available at the time.
- (4) Each such special assessment shall be payable in eight (8) annual installments with interest, from the date of attachment.

(5) Prior to attachment there shall be only one special assessment of each benefiting public improvement component (e.g. road pavement, curb and gutter, public sidewalk, street lights, street trees, traffic signals and other intersection improvement components, public drainage improvements, sanitary sewer mains, sewer interceptors, public water mains, etc.), except for driveway, curb and gutter and public sidewalk repairs which may be billable to the abutting benefited property as special charges for current services rendered pursuant to Sec. 66.0627, Wis. Stats., and corresponding City ordinances and policies generally applicable to all property in the City. In accordance with Sec. 66.0707, Wis. Stats., the Town hereby pre-approves the levy of such future special charges by the City. In the event that this blanket pre-approval provision is either not approved by the State Department of Administration or invalidated by a court of competent jurisdiction, the Town further agrees that, to the extent that it may lawfully do so, it shall timely approve each such special charges levy by separate resolution pursuant to said statute. Any assessment, subsequent to attachment to the City, for another improvement of the same component shall be made only if consistent with the City's special assessment policy generally applicable to all property in the City. The first payment for such subsequent assessments shall be deferred with interest to a date not less than 10 years after attachment and the assessments shall be payable in eight (8) annual installments.

(6) The City may improve the following streets and levy special assessments against benefiting abutting properties in the Town for curb, gutter, a four (4) foot width of pavement and public sidewalk (if public sidewalk is reasonably necessary for public safety or convenience), in a manner consistent with the City's special assessment policy generally applicable to property in the City, including City Resolution No. 54841, adopted June 19, 2001: Siggelkow Road; Mill Pond Road and Savannah Road; Femrite Drive; Buckeye Road/County Trunk Highway AB/Brandt Road; Cottage Grove Road/County Trunk Highway BB; Sprecher Road (relocated) between Buckeye Road and Cottage Grove Road; Sprecher Road north of Cottage Grove Road, a portion of which will be relocated; Milwaukee Street; Rethke Avenue; Commercial Avenue Service Road (south of State Highway 30), Marsh Road; and Raywood Road. The City agrees that any improvements assessed under this provision will be materially the same for the Town portion of the street and the City portion of the street. For example, if sidewalks will be assessed, sidewalks will be installed on both the City and Town portions of the street. The payment of such special assessments for public street improvements in this subd. (6) shall not be deferred under subd. (2) above until the benefited parcel is attached to the City. Each special assessment may be payable by eight (8) annual installments with interest, or, if required to meet the financial needs of the owner(s) of benefited parcels as determined by the City's Board of Public Works, by no more than fifteen (15) annual installments with interest.

C. Notwithstanding subsection B. above, any owner of property in the Town that is not in a Protected Area shall be entitled upon request to receive City sewer and/or water services prior to attaching the property to the City, provided such services are reasonably available, the property is in the Urban Service Area, and the owner agrees to pay for extension of the services to the property over a five year period with interest and agrees to attachment of the property at the end of the five year period. Costs for extension shall be determined on the same basis as

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

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

(1) The City shall have the maintenance responsibility within the Millpond Road right-of-way from City limits west of the intersection with Savannah Road, west to the City limits at Evan Acres Road. Such maintenance responsibility shall include maintenance of pavement and drainage ditches, snowplowing, regulation of street and driveway access control for private properties in the City, and regulation of utilities. The Town shall retain street and driveway access control for private properties in the Town, and for traffic signing and marking as long as this road segment remains in the Town.

(2) At such future time, as determined by the City, that Millpond Road is reconstructed to urban standards, the Town and City agree to jointly share the cost of the improvements, which shall be divided between the Town and the City based upon the frontage of abutting properties in each jurisdiction. The prorated local share may be financed, in whole or in part, as a special assessment, or from the general revenues of each municipality, as determined in the sole discretion of each municipality. If assessed, the Town shall adopt a resolution levying the assessments in accordance with Wis. Stat § 66.0703.

### **SECTION 13 STORM WATER MANAGEMENT AND CONTROL**

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

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

## **SECTION 14 ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN**

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

### **Air Quality Impacts**

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

### **Water Quality Impacts**

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

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

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

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

## **Energy Use**

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

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

## **Environmentally Sensitive Lands**

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

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

## **SECTION 15 HOUSING NEEDS**

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

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

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

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

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

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

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

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



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

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

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

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

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

Act 317. No other adjustment or assignment of assets and liabilities shall occur in connection with any attachments under this Cooperative Plan.

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

C. At the end of the Protected Period and after the Final Attachment is effective, all Town assets and liabilities shall be immediately transferred to the City. At that time, the City shall automatically and without further formal action be assigned and shall assume all the Town’s statutory rights and responsibilities for the levy, billing and collection of personal property taxes and real estate taxes on all taxable property located in the Town on January 1 of the final calendar year of the Protected Period. This authority shall include, but not be limited to, completing any unfinished assessment and/or Board of Review responsibilities for the January 1 assessments of that final calendar year of the Protected Period, including the cost of local municipal services in the City budget for the next calendar year, and levying, billing and collecting that budgeted local property tax share for each parcel in the said final year of the Protected Period, as if said parcels had been in the City on said January 1. The City is not responsible for collecting taxes levied by the Town until after the Final Attachment becomes effective. The City shall also without further formal action automatically and immediately succeed to the respective interest of the Town to any outstanding entitlement of county, state or federal revenue sharing or grants for the balance of the calendar year and fiscal years and, if applicable, beyond, upon the termination of the Protected Period. If such revenue and/or grant entitlements cannot be disbursed to the City by the responsible county, state or federal agency, the funds shall be collected by the Parties on behalf of the Town and allocated to the City in the final transfer of assets and liabilities hereunder.

## **SECTION 17 JOB CONTINUITY FOR TOWN EMPLOYEES**

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

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

Duration of Town Employment At the Time the Protected Period Expires	Amount of Severance Payment* at Employee's Town Rate of Pay
Less than 6 months	None
6 months or more and less than 5 Years	3 months' pay
5 years or more and less than 10 Years	6 months' pay
10 years or more and less than 15 Years	9 months' pay
15 years or more	1 Year's pay

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

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

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

## SECTION 18 COMPREHENSIVE/MASTER PLANNING

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

### A. Town Plans.

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

## B. City Plans.

The City has prepared a number of City-wide Master Plan elements that cover the Cooperative Plan Area. These include the City's Comprehensive Plan, the 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. In addition, detailed neighborhood development plans covering the Cooperative Plan Area have also been prepared. These include:

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

## C. Regional Plans.

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

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

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

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

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

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

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

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

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

**SECTION 20  
BINDING EFFECT OF COOPERATIVE PLAN**

This Cooperative Plan shall bind, and accrue to the benefit of, all successors of the City and Town, whether one or more. Except as to the rights of owners of land currently in the Town as expressly set forth herein, this Cooperative Plan is for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy or claim to any other person or entity.

**SECTION 21  
ENFORCEMENT**

**A. Disputes Settled by Arbitration.** Except as expressly provided otherwise in this Plan, disputes over compliance with this Cooperative Plan shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect but not under the auspices of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be by one arbitrator and shall take place in Madison, Wisconsin. Except to the extent the Parties' remedies may be limited by the terms of this Plan, the arbitrator is empowered to award any remedy available under the laws of the State of Wisconsin, including, but not limited to, monetary damages and specific performance. Within 15 days of a demand for arbitration, the Town and the City shall attempt in good faith to select the arbitrator. The arbitrator shall be neutral and shall not have any financial or personal interest in the result of the arbitration. Except as otherwise agreed by the Parties in writing, if an arbitrator is not appointed within 15 days of a demand for arbitration, then, at the request of either Party, an arbitrator shall be appointed in accordance with Wis. Stat. § 788.04.

**B. Limitation on Commencement of Civil Action.** Subsection 21.A. of this Cooperative Plan shall be the exclusive method of resolving the issues specified under this Plan

and both the City and Town waive their rights under Sec. 893.80, Wis. Stats., and their rights to seek remedies in court as to such issues except that the prohibition on court actions shall not apply to:

- (1) Actions to enforce an arbitration award under paragraph 21.A.;
- (2) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution process;
- (3) Disputes involving a necessary third party who refuses to consent to arbitration as provided above; or
- (4) Actions to enforce the adoption of the Final Attachment Ordinance pursuant to paragraph 9.H. of this Plan.

## **SECTION 22 NO CHALLENGES TO THIS COOPERATIVE PLAN; REMEDIES**

### **A. Challenge to Cooperative Plan.**

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

**B. Remedies.** Except as expressly provided otherwise herein, in addition to other remedies provided in this Cooperative Plan,

- (1) Either the City or Town may seek specific performance of this Cooperative Plan in addition to any other remedies available at law or in equity.

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

### **SECTION 23 AMENDMENT**

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

### **SECTION 24 GOOD FAITH AND FAIR DEALING**

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

B. **Further Cooperative Agreements.** The Town and the City agree to pursue further cooperative agreements that will qualify each of them for additional shared revenues.

### **SECTION 25 INVALID OR INEFFECTIVE ORDINANCE**

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



## **SECTION 26 IMPLEMENTATION**

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

## **SECTION 27 MISCELLANEOUS INTERPRETATION**

**A. References.** Any references in this Cooperative Plan to any particular agency, organization or officials shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Except as expressly stated otherwise, any references in this Cooperative Plan to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

**B. Section Titles.** Section and subsection titles in this Cooperative Plan are provided for convenience only and shall not be used in interpreting this Cooperative Plan.

**C. Governing Law.** This Cooperative Plan shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.

**D. Interpretation.** If any term, section or other portion of this Cooperative Plan is reviewed by an administrative agency, court, mediator, arbitrator or other judicial or *quasi*-judicial entity, such entity shall treat this Plan as having been jointly drafted by both the City and Town. By the terms of this Plan, neither municipal party shall benefit from not having drafted this document.

**E. Entire Agreement.** The entire agreement of the City and Town with respect to the subject matter hereof is contained in this Cooperative Plan and it supercedes any and all oral representations and negotiations between the municipalities, and supercedes and replaces that certain Intergovernmental Agreement of February 18, 2005 and the agreement titled “Annexation, Jurisdiction and Service Agreement Between the City of Madison, the Town of Blooming Grove and the Blooming Grove Sanitary District No. 8,” dated April 6, 1995. The Parties acknowledge that Blooming Grove Sanitary District No. 8 no longer exists.

**F. Authority.** Each party represents that it has the authority to enter into this Plan and that all necessary procedures have been followed to authorize this Plan. Each person signing this Plan represents and warrants that he or she is duly authorized to do so.

**SECTION 28  
NON-DISCRIMINATION**

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

**SECTION 29  
NOTICES**

All notices required by or relating to this Cooperative Plan shall be in writing. Each notice shall specifically refer to this Cooperative Plan by name and shall refer specifically to the number of the section(s), subsection(s), paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the municipality receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Clerk by certified mail, return receipt requested (or equivalent private delivery service). Each notice to Town shall be addressed as follows: Town of Blooming Grove Clerk, 1880 South Stoughton Road, Madison, Wisconsin 53716. Each notice to the City shall be addressed as follows: City of Madison Clerk, Room 103A, City-County Bldg., 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703. Each municipality may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Cooperative Plan, by written notice to the other pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

Attachments

- Exhibit 1 - Intergovernmental Agreement Between the Town of Blooming Grove and City of Madison
- Exhibit 2 - Map of Territory Subject to the Cooperative Plan
- Exhibit 3 - Description and Map of the Cooperative Development Property
- Exhibit 4 - Current Land Use Map
- Exhibit 5 - Legal Description and Map of Ho-Chunk Nation Property
- Exhibit 6 - Description and Maps of Protected Areas
- Exhibit 7 - Description and Map of Rustic Acres
- Exhibit 8 - Description and Maps of North and South Phased Annexation Areas
- Exhibit 9 - Description and Map of Territory North of Weather Oaks
- Exhibit 10 - Joint Zoning Procedure for the Cooperative Development Property
- Exhibit 11 - Affidavits of Mailing
- Exhibit 12 - Affidavits of Publication
- Exhibit 13 - Record of Public Participation and Comment
- Exhibit 14 - Town and City Resolutions adopting Cooperative Plan

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

THE CITY OF MADISON  
a Wisconsin Municipal Corporation

By: \_\_\_\_\_  
David J. Cieslewicz, Mayor

By: \_\_\_\_\_  
City Clerk

**AUTHENTICATION**

Signatures of David J. Cieslewicz, Mayor, and \_\_\_\_\_, City Clerk of the City of Madison, Wisconsin, authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
James M. Voss  
Member State Bar of Wisconsin

TOWN OF BLOOMING GROVE  
a Wisconsin Municipality

By: \_\_\_\_\_  
Dwight Johnson, Town Chairperson

By: \_\_\_\_\_  
Mike Wolf, Town  
Administrator/Clerk/Treasurer

STATE OF WISCONSIN    )  
  ) SS.  
COUNTY OF DANE        )

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

\_\_\_\_\_  
Notary Public, Dane County, Wisconsin  
My Commission: \_\_\_\_\_

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

**EXHIBIT 1**

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

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**TOWN OF BLOOMING GROVE and CITY OF MADISON**

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

**RECITALS**

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

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

**AGREEMENT**

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

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

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

A. **Annexation Areas**

- (1) During the Protected Period, in accordance with state law as modified by this Agreement, and except for territory within the Protected Areas specified in section 2.C. of this Agreement, the City may annex territory from the Town in accordance with this Agreement. The Village of McFarland may annex lands south of Siggelkow Road in accordance with state law.
- (2) Except as expressly allowed in this Agreement, the City shall not annex any territory from the Town contrary to the wishes of any owners of the parcels proposed for annexation. Approval of resident electors shall not be required for any annexations to the City.
- (3) The Town shall not oppose any annexation permitted by this Agreement or provide support, financial or otherwise, to those who do.
- (4) Annexations permitted by this Agreement may create "town islands." Town island means territory in the Town completely surrounded by City territory.
- (5) Except as provided otherwise in this Agreement, revenue sharing for all annexations of Town territory during the term of this Agreement shall be for five (5) years as provided for annexations under 2003 Wisconsin Act 317.

B. **Phased Annexation Areas**

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

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

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



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

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

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

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

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

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

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

**C. Protected Areas.**

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

**D. Rustic Acres.**

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

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

**E. Capital Springs Centennial State Park.**

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

**3. Town Retains Governmental Authority**

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

**4. Cooperative Development of Property in the Town**

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

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

**B.**

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

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

- (3) In lieu of the revenue sharing for annexations provided in section 2.A(5) of this Agreement, the Town shall keep 100% of the local government share of tax revenues collected by the Town for the Development Property while the Development Property is in the Town and for the Development Property Base Year (“base year revenue sharing amount”). Payments received by the Town in lieu of taxes, if any, shall not be included in the base year revenue sharing amount, and the City shall receive any and all such payments in lieu of taxes following annexation of the Development Property as long as the City is responsible for providing the municipal services covered by such payments. Additionally, the City shall pay the Town 70% of the base year revenue sharing amount from taxes it collects from the Development Property for the tax year after the Development Property Base Year; and 50% of the base year revenue sharing amount from taxes it collects for the second year after the Development Property Base Year. Payments are due in two equal installments: the first due on February 15 and the second due on August 15 of the second and third years after the year of attachment, respectively.

- C. The division of a 5-acre or larger parcel existing in the Town as of the Effective Date of this Agreement into only two lots for residential purposes shall not be considered “development” under section 4.A. of this Agreement, and the owners may divide and rezone the parcel to a single-family residential district and construct a single-family residence on each new lot without the cooperation or approval of the City. A “parcel” is defined as the contiguous lands within the control of a single owner.

5. **Public Improvements and Utilities**

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

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

- (6) Additionally, the City may improve the following streets and levy special assessments against benefiting abutting parcels of property in the Town for curb and gutter and a 4 foot width of pavement and public sidewalk (if a sidewalk is reasonably necessary for public safety or convenience), in a manner consistent with the City's special assessment policy generally applicable to property in the City, including City Resolution No. 58421, adopted June 19, 2001: Siggelkow Road; Mill Pond Road and Savannah Road; Femrite Drive; Buckeye Road/County Trunk AB/Brandt Road; Cottage Grove Road/County Trunk Highway BB; Sprecher Road (relocated) between Buckeye Road and Cottage Grove Road; Sprecher Road north of Cottage Grove Road, a portion of which will be relocated; Milwaukee Street; Rethke Avenue; Commercial Avenue service road (south of Wisconsin Highway 30); and Raywood Road. The City agrees that any improvements assessed under this provision will be materially the same for the Town portion of the street and the City portion of the street (for example, if sidewalks will be assessed, sidewalks will be installed on both the City and Town portions of the street) The payment of such special assessments shall not be deferred until the benefited parcel is annexed to the City. Each special assessment may be payable by 8 annual installments with interest, or, if required to meet the financial needs of the owner(s) of benefited parcels as determined by the City's Board of Public Works, by no more than 15 annual installments with interest.

- C Notwithstanding section 5.B. above, any owner of property in the Town that is not in a Protected Area shall be entitled upon request to receive City sewer and/or water services prior to annexing the property to the City if the owner agrees to pay for extension of the services to the property over a five year period with interest and agrees to annexation of the property at the end of the five year period. Costs for extension shall be determined on the same basis as costs generally applicable for extensions to similarly situated property within the City. The annexation ordinance with a delayed effective date may be adopted prior to extensions. This paragraph applies only to parcels existing on the Effective Date of this Agreement. An owner's entitlement to receive sewer and/or water services

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

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

6. Job Continuity for Town Employees

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

Duration of Town Employment At the Time the Protected Period Expires	Amount of Severance Payment* at Employee's Town Rate of Pay
Less than 6 months	None
6 months or more and less than 5 Years	3 months' pay
5 years or more and less than 10 Years	6 months' pay
10 years or more and less than 15 Years	9 months' pay
15 years or more	1 Year's pay

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

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

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



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

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

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

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

9. **Stormwater Management**

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

10. **Millpond Road**

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

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

**11. Ho-Chunk Nation Trust Property**

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

**12. Cooperation Concerning Quarries and Non-Metallic Mines**

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

**13. Disputes Settled by Arbitration**

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

**14. Binding Effect**

This Agreement shall bind, and accrue to the benefit of, all successors of the Parties. Except as to the rights of owners of land currently in the Town as expressly set forth herein, this Agreement is for the exclusive benefit of the Parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity.

**15. Recording**

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

**16. Challenge to Agreement**

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

- (1) If only one Party is named as a party to the action, the other shall seek to intervene and the named Party shall support such intervention.
- (2) No settlement of such an action shall be permitted without the approval of the governing bodies of both Parties.
- (3) The workload to defend this Agreement shall be shared equally.

E. A challenge to this Agreement by one of the Parties or a failure to vigorously defend this Agreement constitutes a breach of this Agreement.

17. Remedies

In addition to other remedies provided in this Agreement,

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

18. Term

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

19. Effective Date

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

20. Entire Agreement

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

21. Authority

Each party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Copies of the resolutions of the governing bodies of both Parties, authorizing this Agreement are attached hereto as Exhibits G and H. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.

22. Counterparts

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

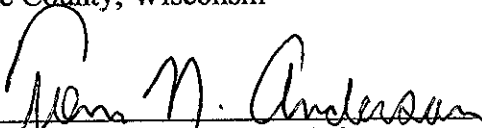
23. Non-Discrimination

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

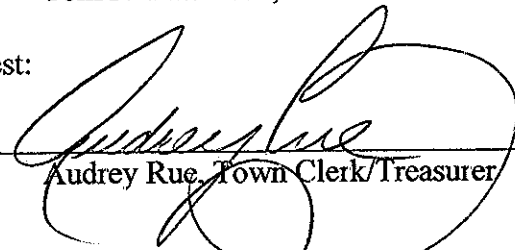
Dated this 18th day of February, 2005.

TOWN OF BLOOMING GROVE  
Dane County, Wisconsin

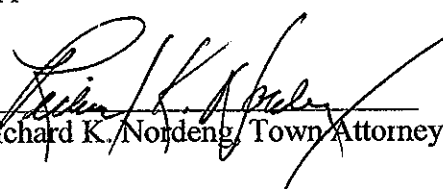
By:

  
Tom N. Anderson, Chair

Attest:

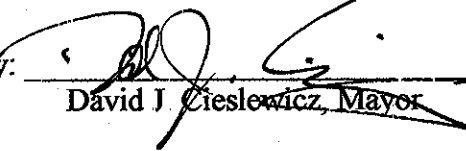
  
Audrey Rue, Town Clerk/Treasurer

Approved as to Form:

  
Richard K. Nordeng, Town Attorney

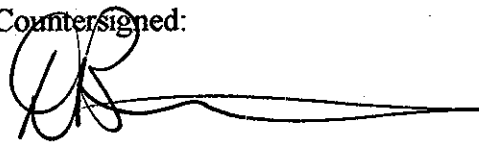
Dated this 18th day of February, 2005

**CITY OF MADISON**  
A Wisconsin municipal corporation

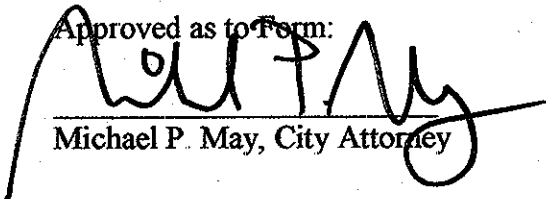
By:   
David J. Cieslewicz, Mayor

By:   
Ray Fisher, City Clerk

Countersigned:

  
Dean Brassler, City Comptroller

Approved as to Form:

  
Michael P. May, City Attorney

**Attachments**

- Exhibit A - Description and Maps of North and South Phased Annexation Areas**
- Exhibit B - Legal Description and Map of Ho-Chunk Nation Property**
- Exhibit C - Description and Maps of Protected Areas**
- Exhibit D - Description and Map of Rustic Acres**
- Exhibit E - Legal Description and Map of the Development Property**
- Exhibit F - Joint Zoning Procedure for the Development Property**
- Exhibit G - Authorizing Resolution of Town of Blooming Grove Town Board**
- Exhibit H - Authorizing Resolution of City of Madison City Council**

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

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

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

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

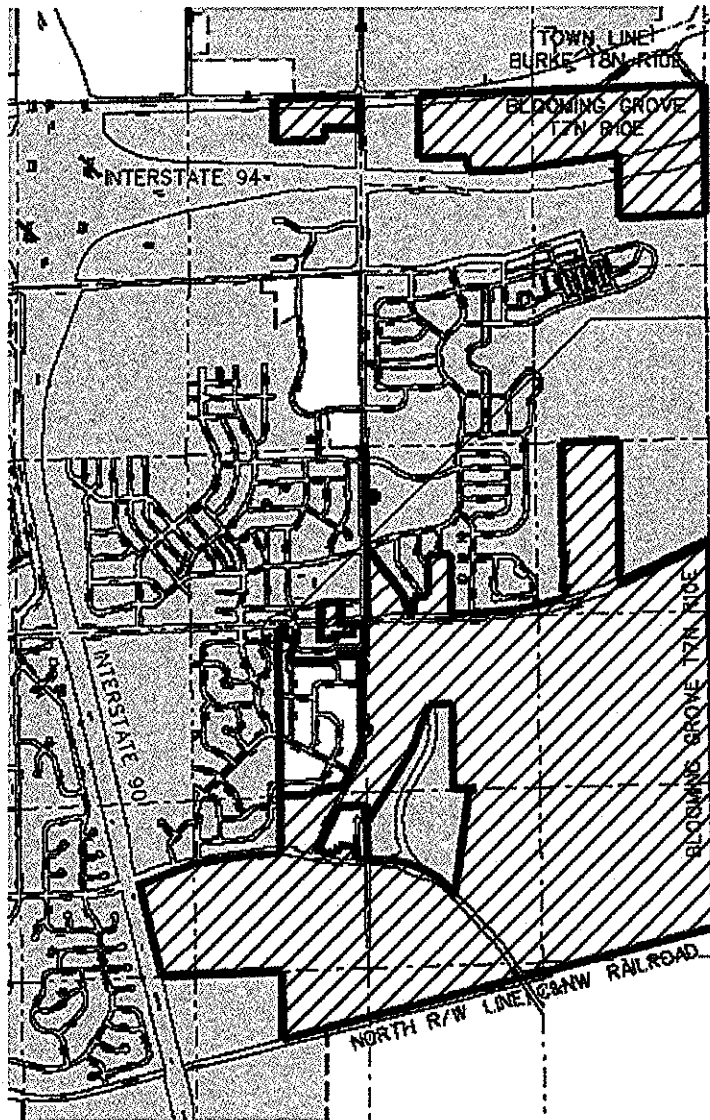
All or part of Town territory east of the western right-of-way line of Interstate 39/90, south of the northern Chicago & Northwestern Railroad right-of-way line and north of Siggelkow Road, that has not been voluntarily annexed to the City by January 1, 2020.

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

**BOUNDARY AGREEMENT:  
CITY OF MADISON &  
TOWN OF BLOOMING GROVE**

**EXHIBIT "A" NORTH**

 **NORTH PHASED ANNEXATION AREA**



PARCEL IN TOWN OF  
BLOOMING GROVE  
BUT NOT WITHIN  
PROTECTED AREA:

3497 CTY HWY BB  
PARCEL\*  
0710-114-8120-7

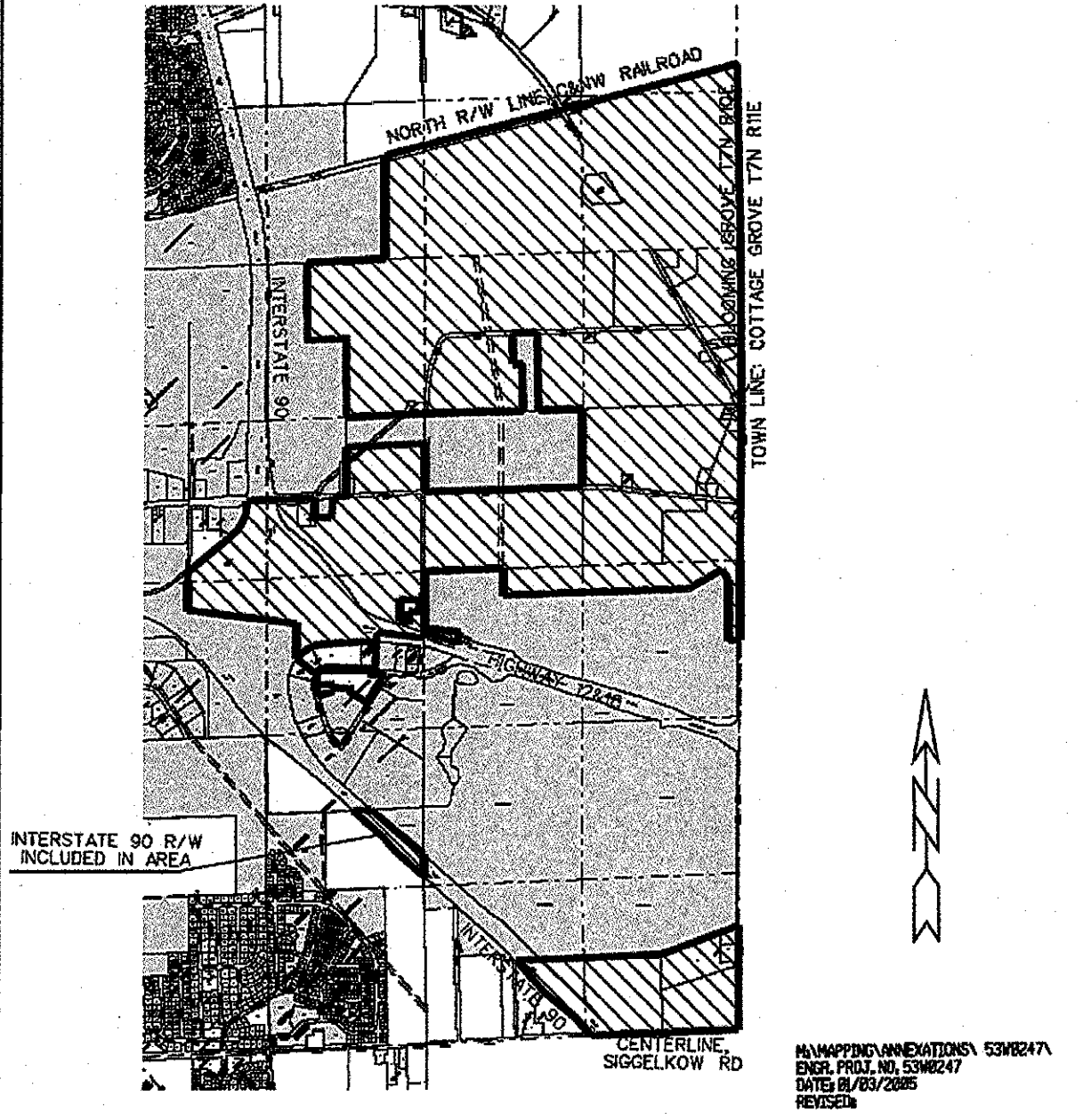


M:\MAPPING\ANNEXATIONS\ 53W0247\  
ENGR. PROJ. NO. 53W0247  
DATE: 01/03/2005  
REVISED: 01/12/2005



**BOUNDARY AGREEMENT: EXHIBIT "A" SOUTH  
CITY OF MADISON &  
TOWN OF BLOOMING GROVE**

 **SOUTH PHASED ANNEXATION AREA**



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

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

Commencing at the southwest corner of Lot 6, Assessor's Plat No. 10, Town of Blooming Grove, being also a point on the easterly right-of-way of Millpond Road as platted on said Assessor's Plat; thence S87°47'E, 318.73 feet along the southerly line of Lot 6 to the northeast corner of said Lot 13; thence S02°13'W, 65.00 feet along the east line of Lot 13 of said Assessor's Plat, to the southerly line of said Lot 6; thence along the southerly line of Lot 6 for the next three courses: (1) S87°47'E, 266.27 feet; (2) S02°13'W, 62.20 feet; and (3) S57°47'30"E, 330.45 feet to the northwesterly right-of-way line of Savannah Road; thence N32°12'30"E, 479.97 feet along said northwesterly right-of-way to the south corner of lands described as "Parcel 3" in Document No. 3135154, Dane County Registry; thence along the westerly line of said "Parcel 3", being the existing westerly right-of-way line of Savannah Road, for the next three courses: (1) northwesterly along the arc of a 25.00 foot radius curve to the left whose long chord bears N04°52'56"W, 30.15 feet; (2) N41°58'22"W, 43.11 feet to a point of curve; and (3) northwesterly along the arc of an 85 foot radius curve to the left whose long chord bears N63°33'41"W, 62.55 feet to the north line of said Lot 6 and existing southerly right-of-way of Millpond Road; thence N85°09'W, 4.43 feet along said north line of Lot 6 and southerly right-of-way line to an angle point in the north line of said Lot 6; thence N87°47'W, 74.13 feet along said north line of Lot 6 and southerly right-of-way line; thence N02°13'E, 35.00 feet along the existing city limits as defined in Madison Common Council Ordinance No. 12461, ID No. 25942, adopted Aug. 17, 1999, to the centerline of Millpond Road; thence N87°47'W along the centerline of Millpond Road, 731.73 feet to a point of tangent curve; thence southwesterly on said centerline along the arc of a 245.00 foot radius curve to the left whose long chord bears S65°13'W, 222.46 feet, to the southeasterly prolongation of the northeasterly line of Lot 1, Certified Survey Map No. 729; thence S51°47'E along said prolongation, 35.00 feet to the southeasterly right-of-way line of Millpond Road and westerly line of said Lot 6; thence southwesterly on said right-of-way line and westerly line of Lot 6, along the arc of a 210.00 foot radius curve to the left whose long chord bears S20°13'00"W, 129.79 feet to the point of beginning. Containing 352,700 square feet or 8.097 acres, more or less.

Tax Parcel Numbers included in description:

#0710-261-6177-6

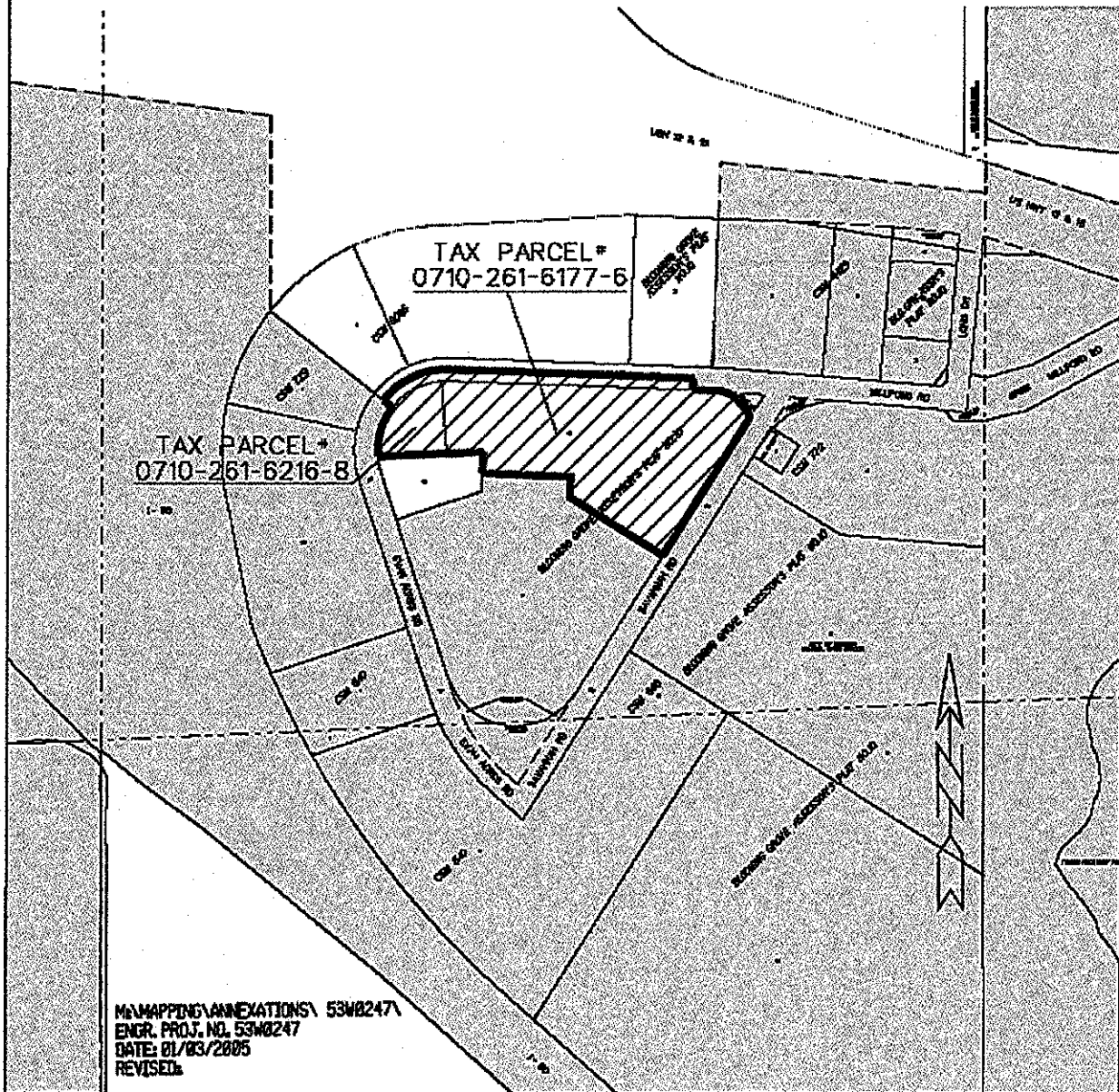
#0710-261-6216-8

**EXHIBIT "B"**

**BOUNDARY AGREEMENT  
CITY OF MADISON &  
TOWN OF BLOOMING GROVE**



**HO-CHUNK NATION PROPERTY**



**EXHIBIT C**

**DESCRIPTION AND MAPS OF PROTECTED AREAS**

**Description of the Protected Areas:**

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

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

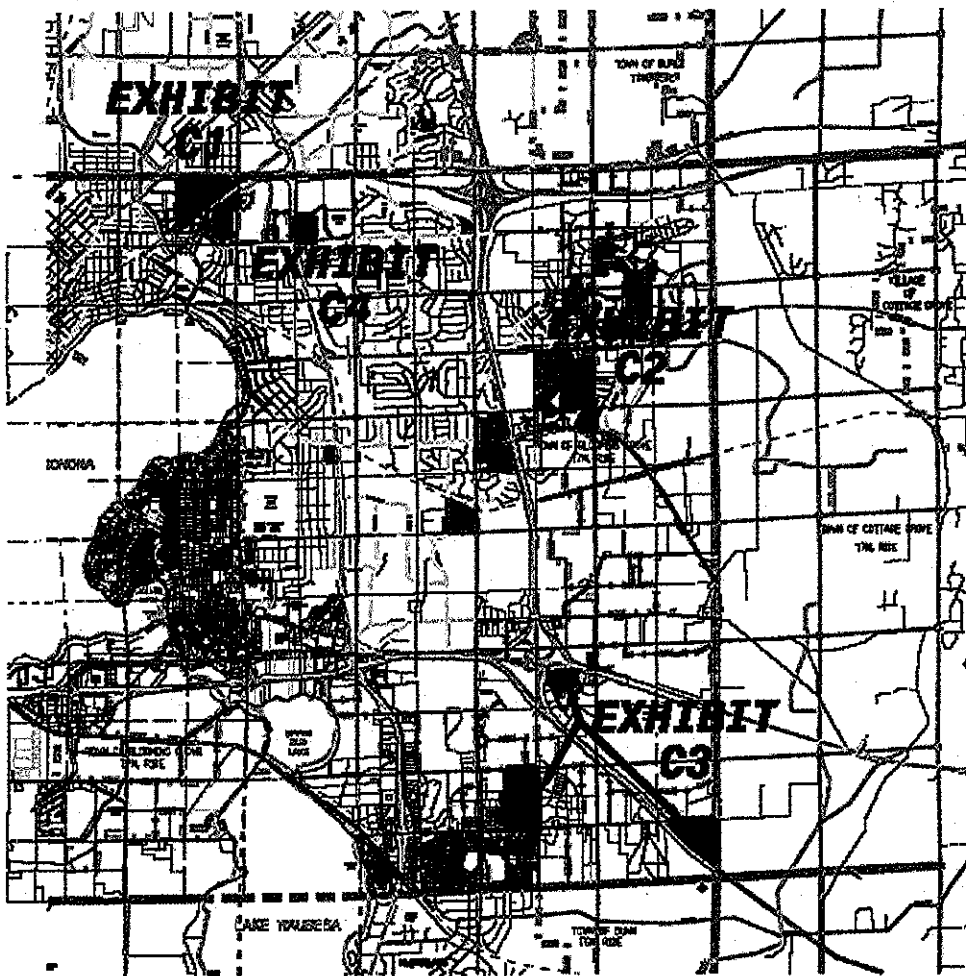
All territory in April Hill, all territory in First Addition April Hill, all territory in Freeway Manor, and the existing developed business commercial areas along Highway 12/18 consisting of the following parcels (as these parcels exist as of the effective date of the Agreement): 008/0710-261-0633-5,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

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

**EXHIBIT "C"**

**BOUNDARY AGREEMENT  
CITY OF MADISON &  
TOWN OF BLOOMING GROVE**

**MASTER INDEX OF PROTECTED AREAS**



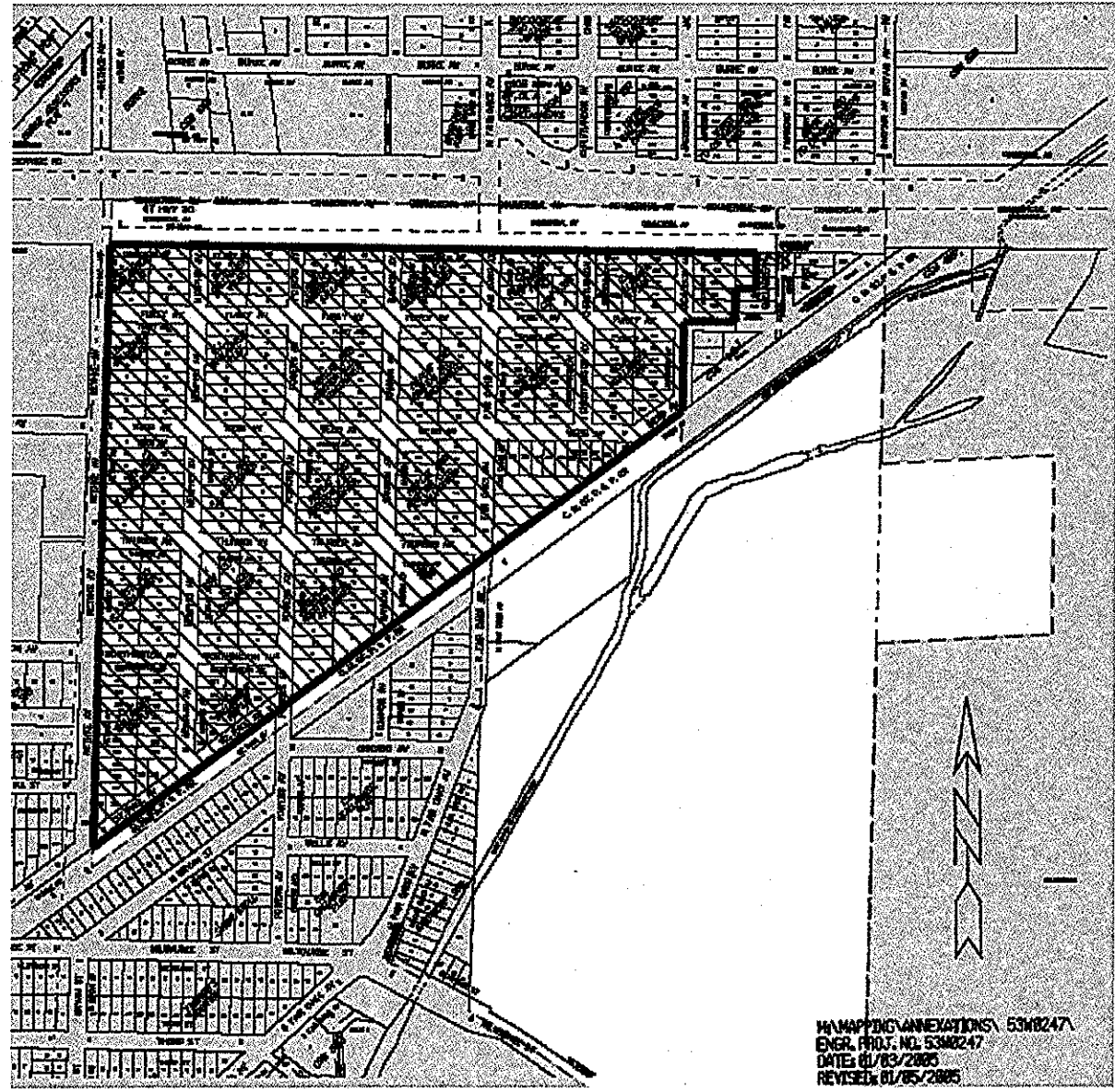
MAPPING ANNOTATIONS: 03/0247,  
03/0247, EXHIBIT C MASTER.DGN  
ENGR PROJ. NO. 03/0247  
DATE: 1/4/2005  
REVISION: 01/12/2005

**EXHIBIT "C1"**

**BOUNDARY AGREEMENT  
CITY OF MADISON &  
TOWN OF BLOOMING GROVE**



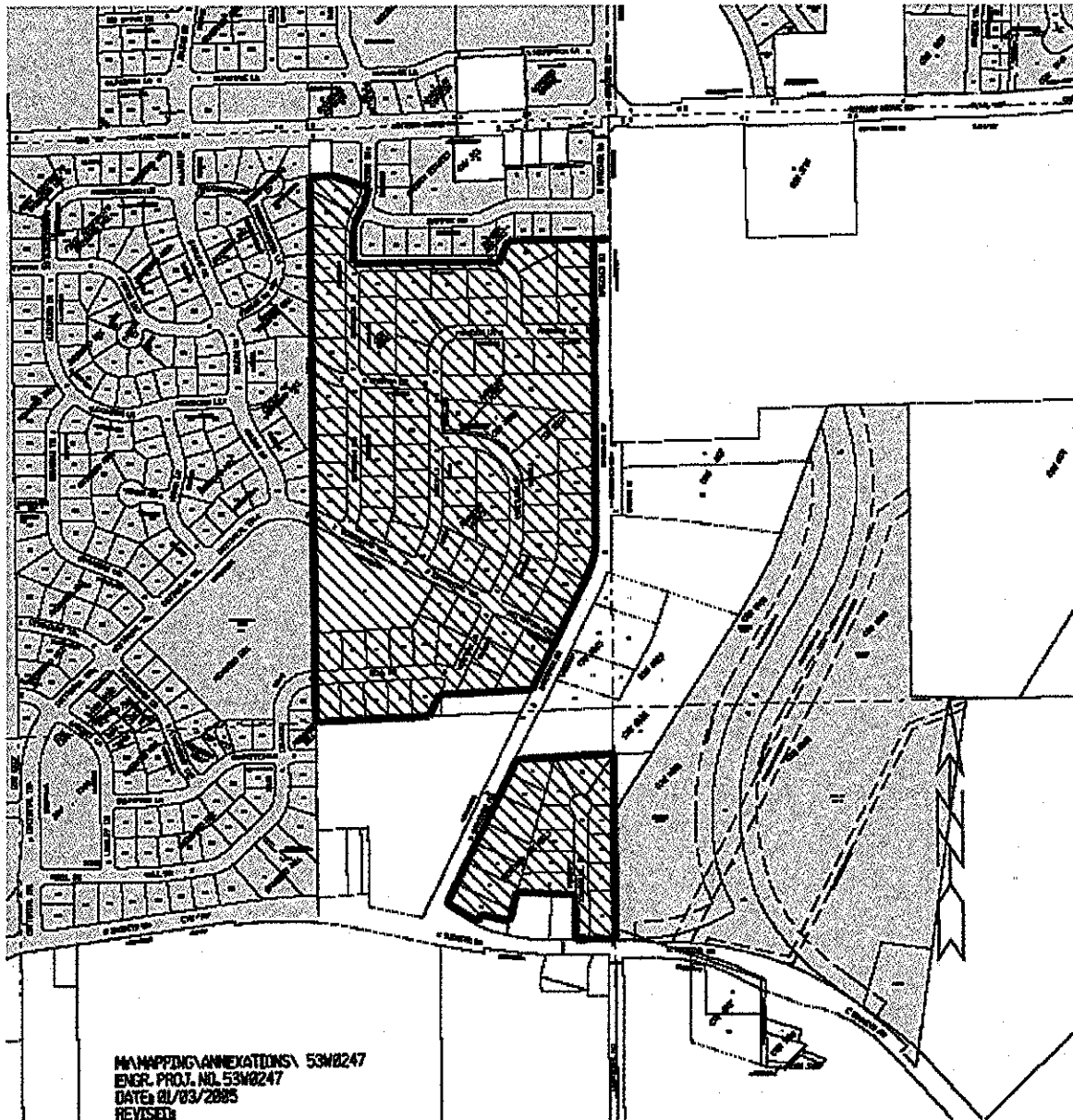
**PROTECTED AREA "C1"**



**EXHIBIT "C2"**  
**BOUNDARY AGREEMENT**  
**CITY OF MADISON &**  
**TOWN OF BLOOMING GROVE**



**PROTECTED AREA "C2"**



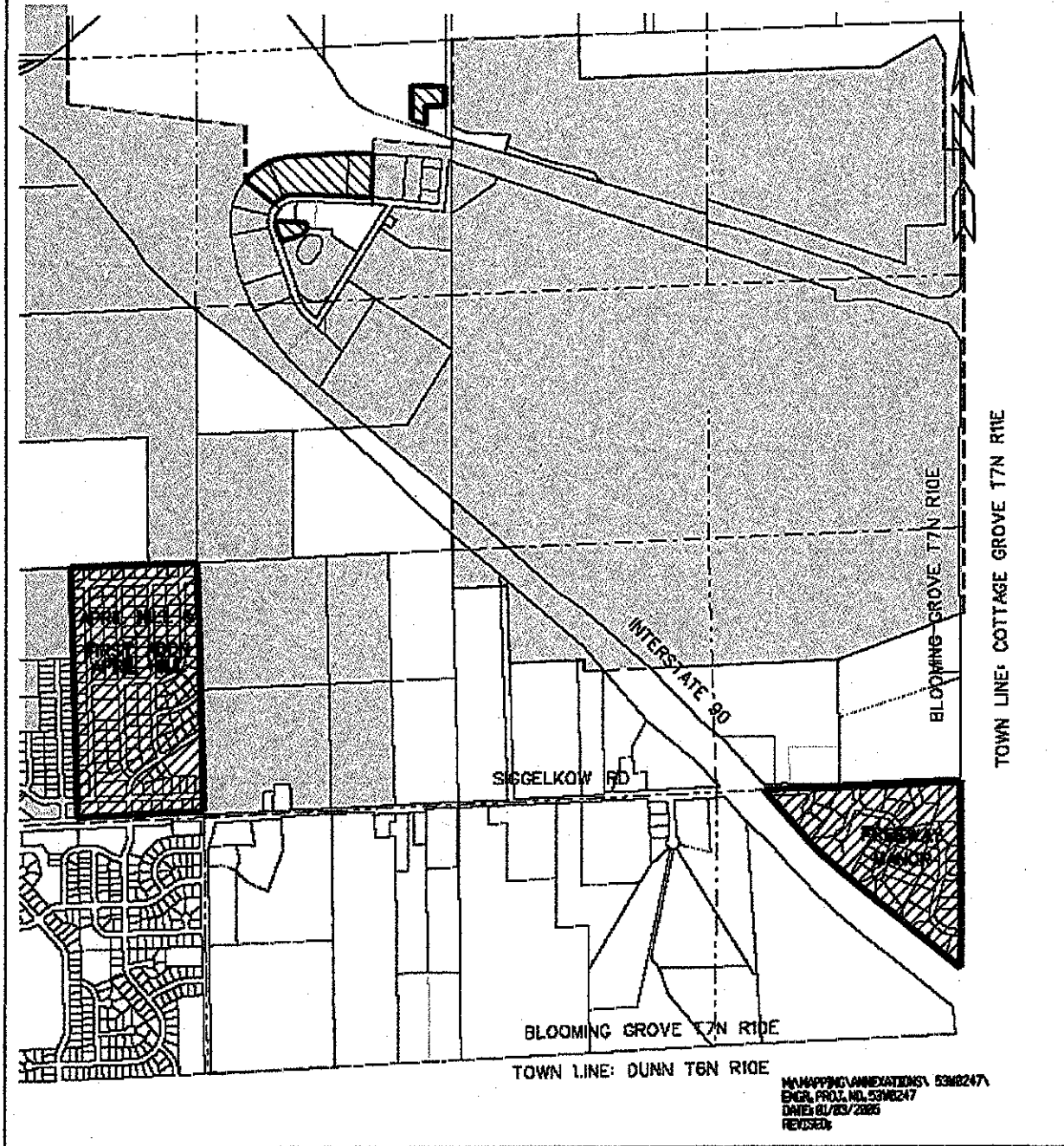
MAPPIING\ANNEXATIONS\ 53M0247  
ENGR. PROJ. NO. 53M0247  
DATE: 01/03/2005  
REVISED:



# BOUNDARY AGREEMENT *EXHIBIT "C3"* CITY OF MADISON & TOWN OF BLOOMING GROVE



**PROTECTED AREAS "C3"**



MMAPPING/ANNEXATIONS/ 5308247  
ENGR. PROJ. NO. 5308247  
DATE: 01/03/2005  
REVISED:

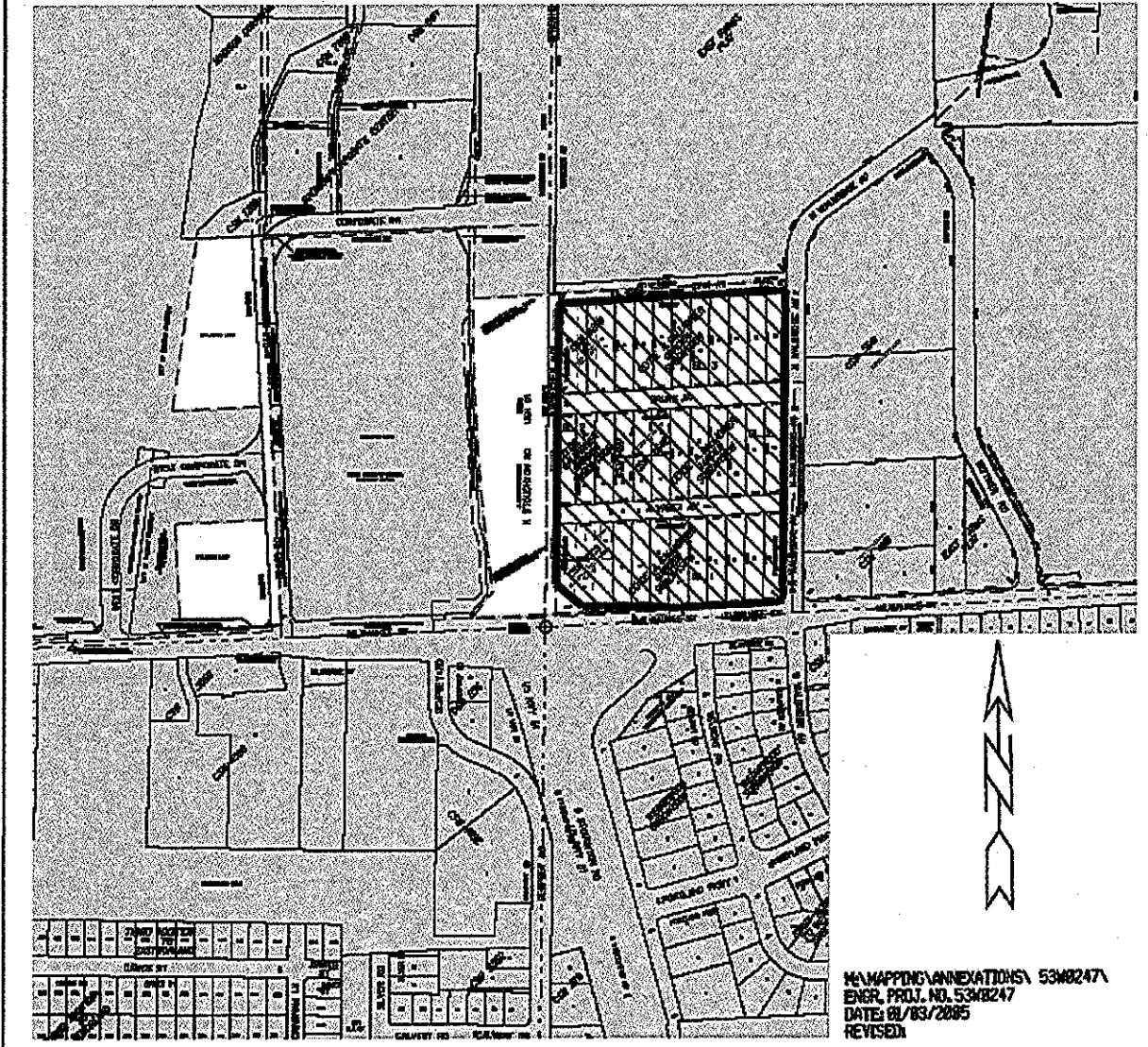


**EXHIBIT "C4"**

**BOUNDARY AGREEMENT  
CITY OF MADISON &  
TOWN OF BLOOMING GROVE**



**PROTECTED AREA "C4"**

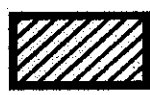


**EXHIBIT D**  
**DESCRIPTION AND MAP OF RUSTIC ACRES**

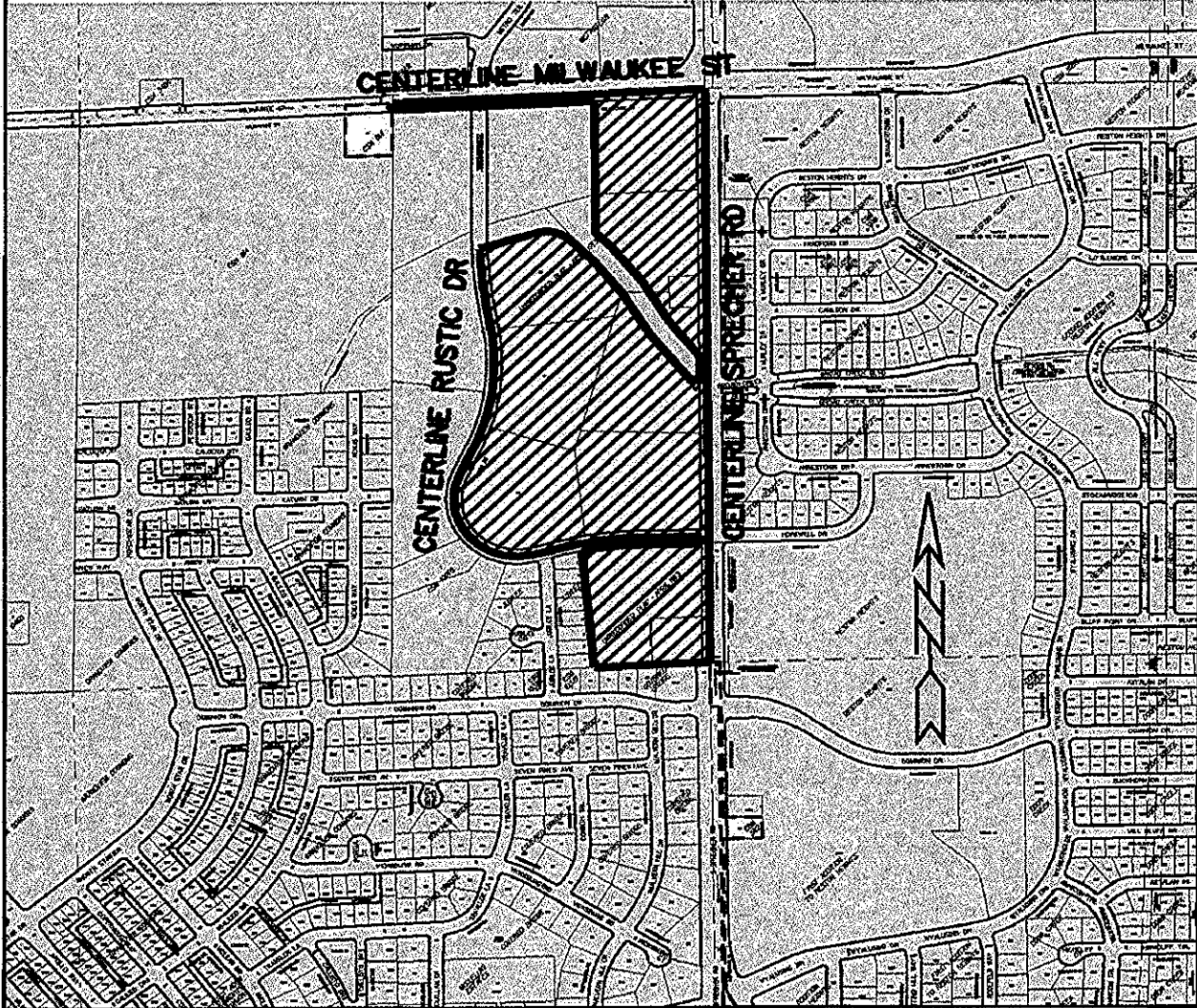
Description of Rustic Acres: All territory in Rustic Acres that has not been annexed to the City of Madison as of the effective date of this Agreement (as shown on Exhibit "D")

**EXHIBIT "D"**

**BOUNDARY AGREEMENT  
CITY OF MADISON &  
TOWN OF BLOOMING GROVE**



**RUSTIC ACRES (UNRECORDED PLAT)  
WITHIN TOWN OF BLOOMING GROVE**



**EXHIBIT E**  
**LEGAL DESCRIPTION AND MAP OF THE DEVELOPMENT PROPERTY**

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

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

Tax Parcel Numbers included in description:

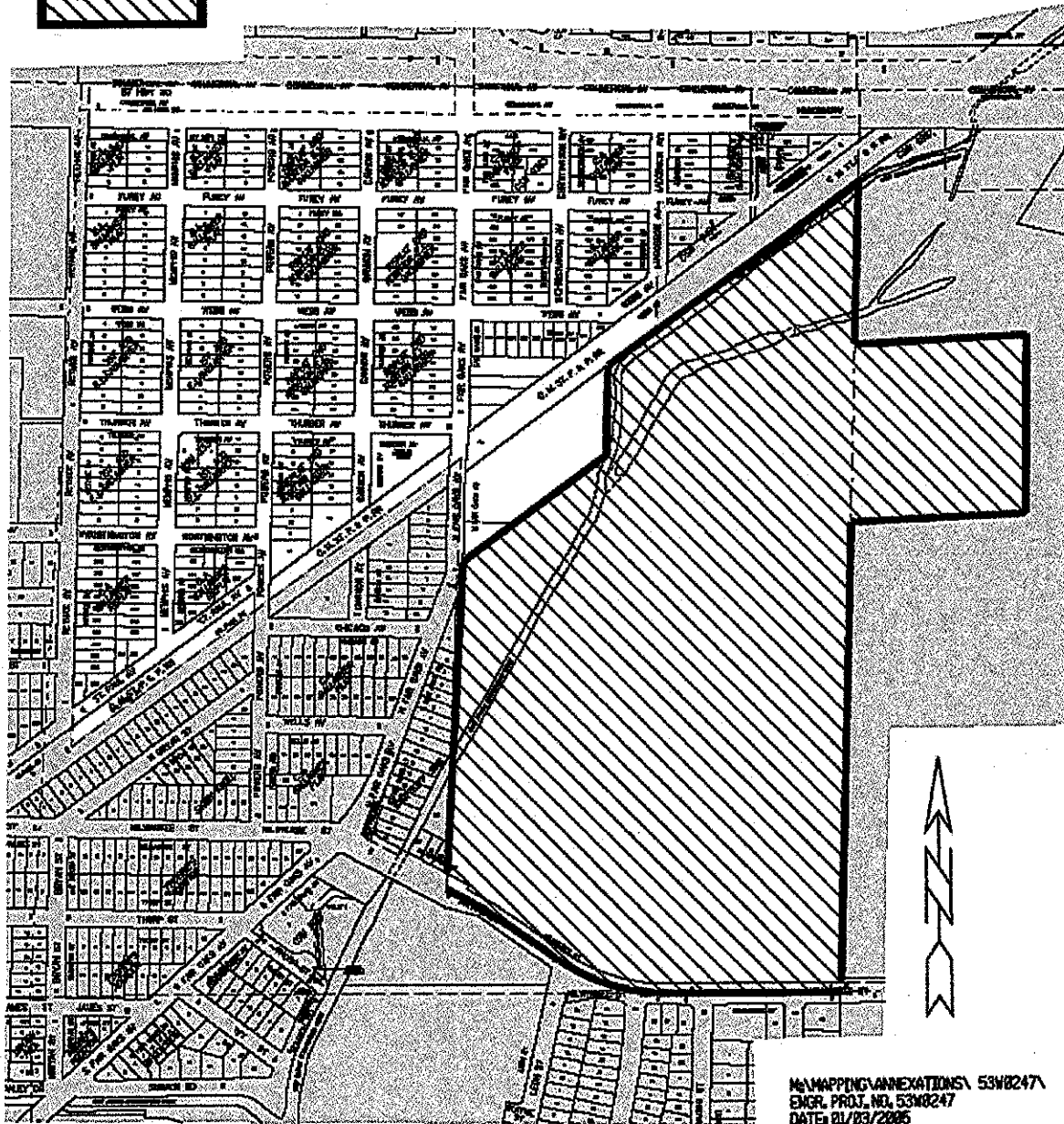
0710-042-8680-7  
0710-051-8250-6  
0710-051-9810-6  
0710-051-9860-6

**EXHIBIT "E"**

**BOUNDARY AGREEMENT  
CITY OF MADISON &  
TOWN OF BLOOMING GROVE**



**DEVELOPMENT PROPERTY**



MAP MAPPING/ANNEXATIONS\ 53W0247  
ENGR. PROJ. NO. 53W0247  
DATE: 01/03/2005  
REVISED: 01/12/2005

**EXHIBIT F**  
**JOINT ZONING PROCEDURE FOR THE DEVELOPMENT PROPERTY**

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

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

**FINAL**  
**February 18, 2005**

**EXHIBIT G**  
**AUTHORIZING RESOLUTION OF**  
**TOWN OF BLOOMING GROVE**



RESOLUTION 2005-02

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

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

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

Adopted this 1<sup>ST</sup> day of February, 2005.

TOWN OF BLOOMING GROVE

By Tom Anderson  
Tom Anderson, Town Chairperson

ATTEST:

Audrey Rue  
Audrey Rue, Town Clerk/Treasurer/Administrator

Attachment: Exhibit 1 – Intergovernmental Agreement

RESOLUTION 2005-03

**RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TOWN OF BLOOMING GROVE AND CITY OF MADISON  
CONCERNING THE TOWN'S GOOD FAITH EXERCISE OF  
GOVERNMENTAL AUTHORITY  
UNDER THE INTERGOVERNMENTAL AGREEMENT**

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

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

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

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

Adopted this 1<sup>ST</sup> day of February, 2005.

TOWN OF BLOOMING GROVE

By Tom Anderson  
Tom Anderson, Town Chairperson

ATTEST:  
Audrey Rue  
Audrey Rue, Town Clerk/Treasurer/Administrator

Attachment: Exhibit 1 – Memorandum of Understanding

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

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

The said Section 3 reads as follows:

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

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

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

RESOLUTION 2005-04

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

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

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

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

Adopted this 1<sup>ST</sup> day of February, 2005.

TOWN OF BLOOMING GROVE

By Tom Anderson  
Tom Anderson, Town Chairperson

ATTEST:

Audrey Rue  
Audrey Rue, Town Clerk/Treasurer/Administrator

**FINAL**  
**February 18, 2005**

**EXHIBIT H**  
**AUTHORIZING RESOLUTION OF**  
**CITY OF MADISON**



**City of Madison**  
**Certified Copy**

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

**Resolution: RES-05-00087**

**File Number: 00245**

**Enactment Number: RES-05-00087**

Authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement Between Town of Blooming Grove and City of Madison regarding boundary changes and other urban growth and delivery of municipal services issues, pursuant to an approved cooperative plan under Sec. 66.0307, Wis. Stats.; authorizing participation in the preparation of the cooperative plan for public hearing and submittal to the Wisconsin Department of Administration for approval.

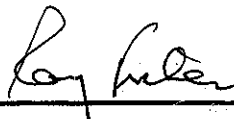
WHEREAS, the Town of Blooming Grove and the City of Madison have negotiated an intergovernmental agreement, which is attached hereto as Exhibit 1, regarding boundary changes and other urban growth and delivery of municipal service issues, pursuant to an approved cooperative plan under Sec. 66.0307, Wis. Stats. which is to be submitted to the Wisconsin Department of Administration for approval;

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

BE IT FURTHER RESOLVED that the Common Council of the City of Madison hereby authorizes and directs all necessary staff to participate in the preparation of a cooperative plan which contains all of the applicable provisions set forth in the said Intergovernmental Agreement, and any further provisions deemed necessary by Town and City Attorneys, under Sec. 66.0307, Wis. Stats.

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

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

  
\_\_\_\_\_

2-14-2005  
\_\_\_\_\_  
**Date Certified**

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

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

The said Section 3 reads as follows:

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

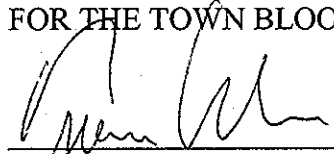
Examples where the Town would not be exercising its governmental authority in good faith to protect the Town's interests and to assure that the Town's finances and property are in reasonable condition for transfer to the City at the end of the Protected Period include, but are not limited to, the following,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

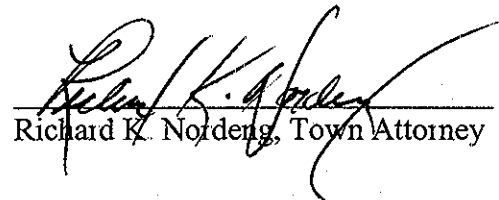
1. Borrowing funds for current operational expenses that are repaid beyond the fiscal year in which the borrowed proceeds were used.
2. Borrowing funds whose unamortized principal at any time during the payback period is greater than the depreciated value of the facilities acquired with borrowed funds,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

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

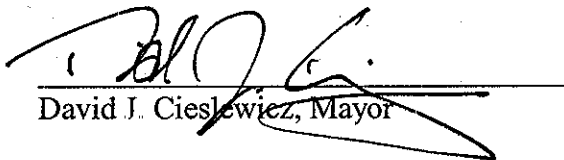
Dated: Feb. 18, 2005.

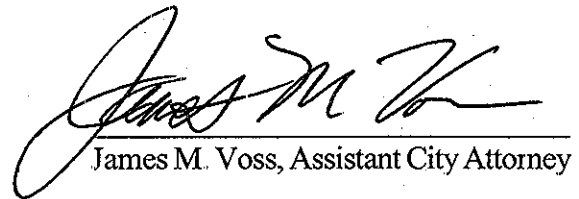
FOR THE TOWN BLOOMING GROVE:

  
\_\_\_\_\_  
Tom Anderson, Chair

  
\_\_\_\_\_  
Richard K. Nordeng, Town Attorney

FOR THE CITY OF MADISON:

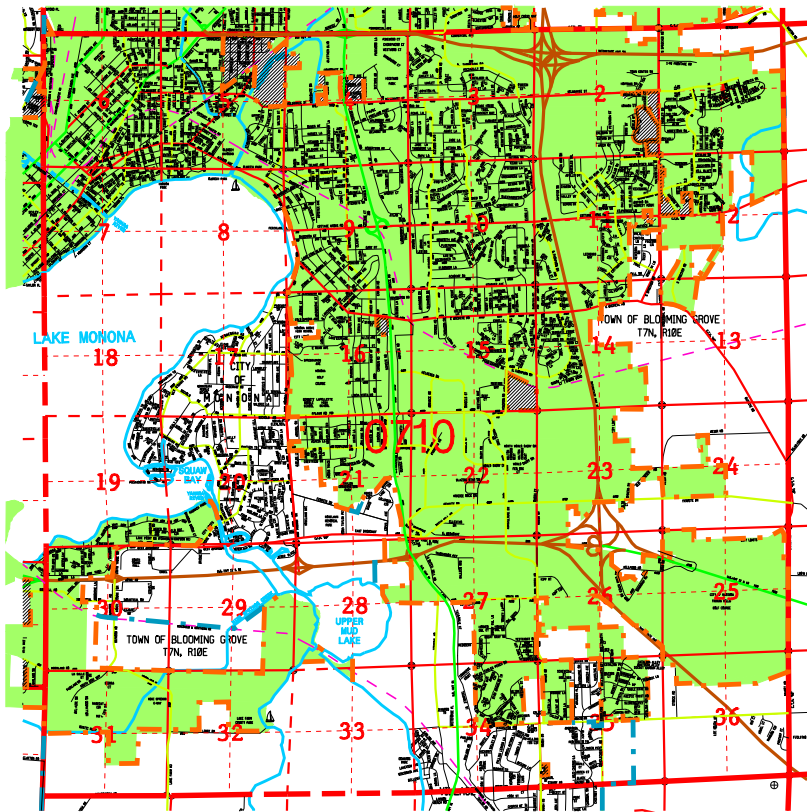
  
\_\_\_\_\_  
David J. Cieslewicz, Mayor

  
\_\_\_\_\_  
James M. Voss, Assistant City Attorney



# COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE

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



**EXHIBIT 3**  
**LEGAL DESCRIPTION AND MAP OF**  
**THE COOPERATIVE DEVELOPMENT PROPERTY**

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

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

Tax Parcel Numbers included in description:

0710-042-8680-7

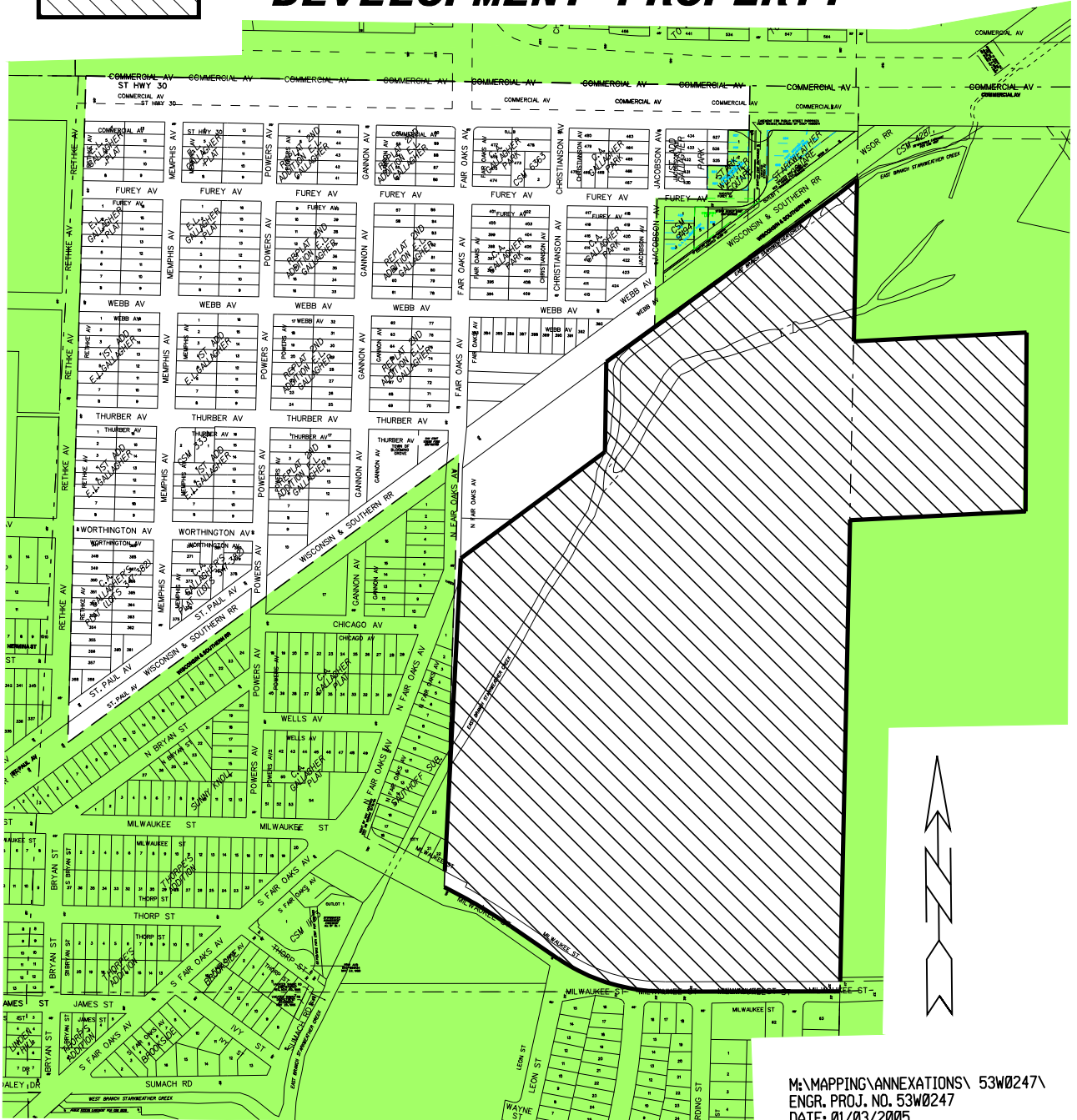
0710-051-8250-6

0710-051-9810-6

0710-051-9860-6

# COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE

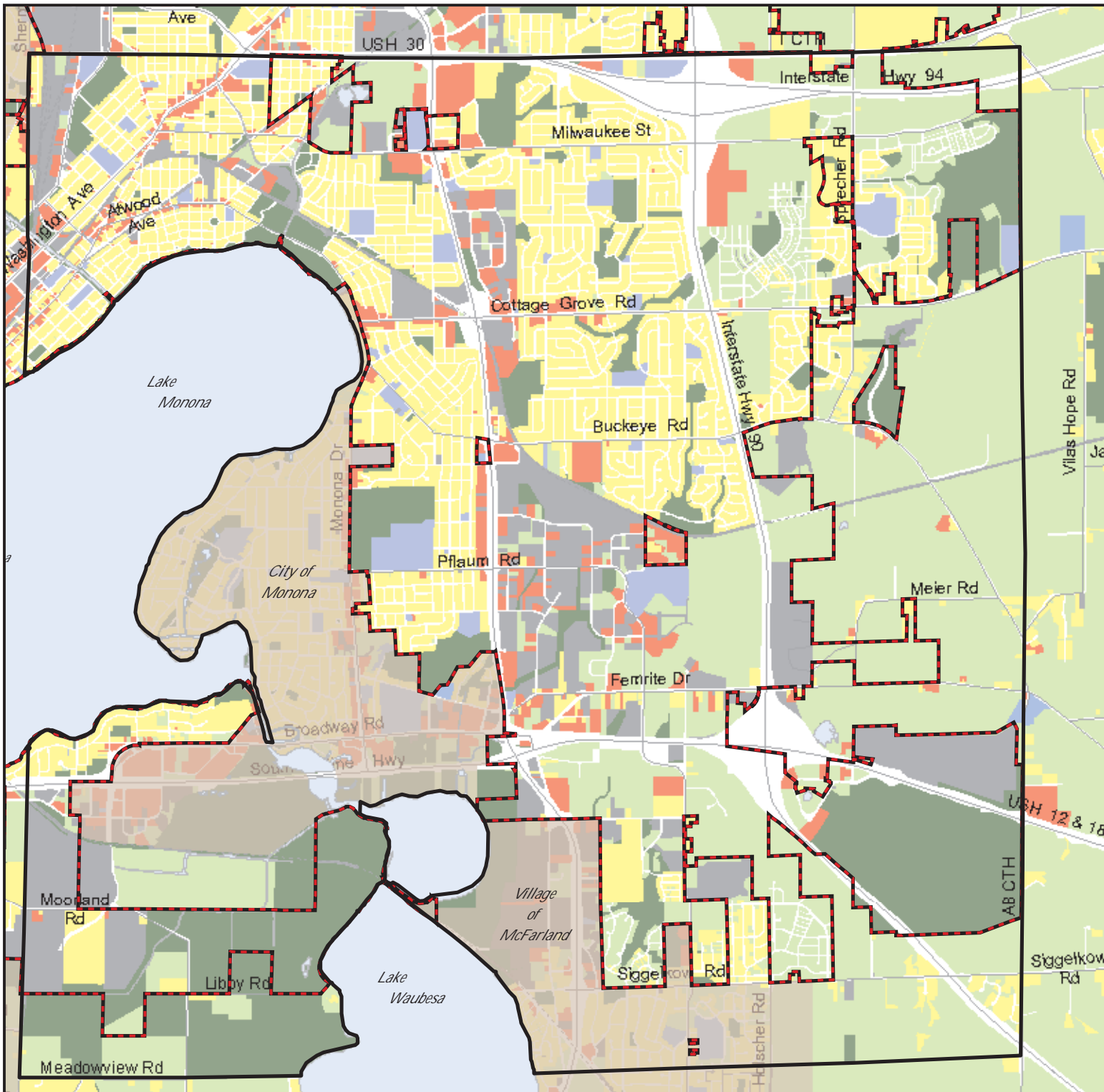
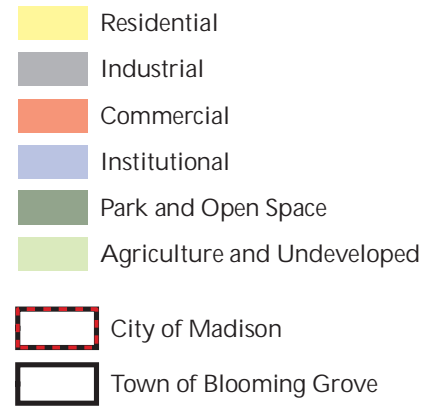
## COOPERATIVE DEVELOPMENT PROPERTY



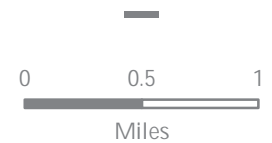
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ENGR. PROJ. NO. 53W0247  
DATE: 01/03/2005  
REVISED: 01/12/2005 & 02/14/2006

EXHIBIT 4  
Existing Land Use

City and Blooming Grove  
Cooperative Planning Area



*Data Source:*  
City of Madison Department of Planning and Development, Planning Unit  
Existing Land Use January 1, 2005  
Dane County Existing Land Use January 2000



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

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

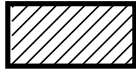
Commencing at the southwest corner of Lot 6, Assessor's Plat No. 10, Town of Blooming Grove, being also a point on the easterly right-of-way of Millpond Road as platted on said Assessor's Plat; thence S87°47'E, 318.73 feet along the southerly line of Lot 6 to the northeast corner of said Lot 13; thence S02°13'W, 65.00 feet along the east line of Lot 13 of said Assessor's Plat, to the southerly line of said Lot 6; thence along the southerly line of Lot 6 for the next three courses: (1) S87°47'E, 266.27 feet; (2) S02°13'W, 62.20 feet; and (3) S57°47'30"E, 330.45 feet to the northwesterly right-of-way line of Savannah Road; thence N32°12'30"E, 479.97 feet along said northwesterly right-of-way to the south corner of lands described as "Parcel 3" in Document No. 3135154, Dane County Registry; thence along the westerly line of said "Parcel 3", being the existing westerly right-of-way line of Savannah Road, for the next three courses: (1) northwesterly along the arc of a 25.00 foot radius curve to the left whose long chord bears N04°52'56"W, 30.15 feet; (2) N41°58'22"W, 43.11 feet to a point of curve; and (3) northwesterly along the arc of an 85 foot radius curve to the left whose long chord bears N63°33'41"W, 62.55 feet to the north line of said Lot 6 and existing southerly right-of-way of Millpond Road; thence N85°09'W, 4.43 feet along said north line of Lot 6 and southerly right-of-way line to an angle point in the north line of said Lot 6; thence N87°47'W, 74.13 feet along said north line of Lot 6 and southerly right-of-way line; thence N02°13'E, 35.00 feet along the existing city limits as defined in Madison Common Council Ordinance No. 12461, ID No. 25942, adopted Aug. 17, 1999, to the centerline of Millpond Road; thence N87°47'W along the centerline of Millpond Road, 731.73 feet to a point of tangent curve; thence southwesterly on said centerline along the arc of a 245.00 foot radius curve to the left whose long chord bears S65°13'W, 222.46 feet, to the southeasterly prolongation of the northeasterly line of Lot 1, Certified Survey Map No. 729; thence S51°47'E along said prolongation, 35.00 feet to the southeasterly right-of-way line of Millpond Road and westerly line of said Lot 6; thence southwesterly on said right-of-way line and westerly line of Lot 6, along the arc of a 210.00 foot radius curve to the left whose long chord bears S20°13'00"W, 129.79 feet to the point of beginning. Containing 352,700 square feet or 8.097 acres, more or less.

Tax Parcel Numbers included in description:

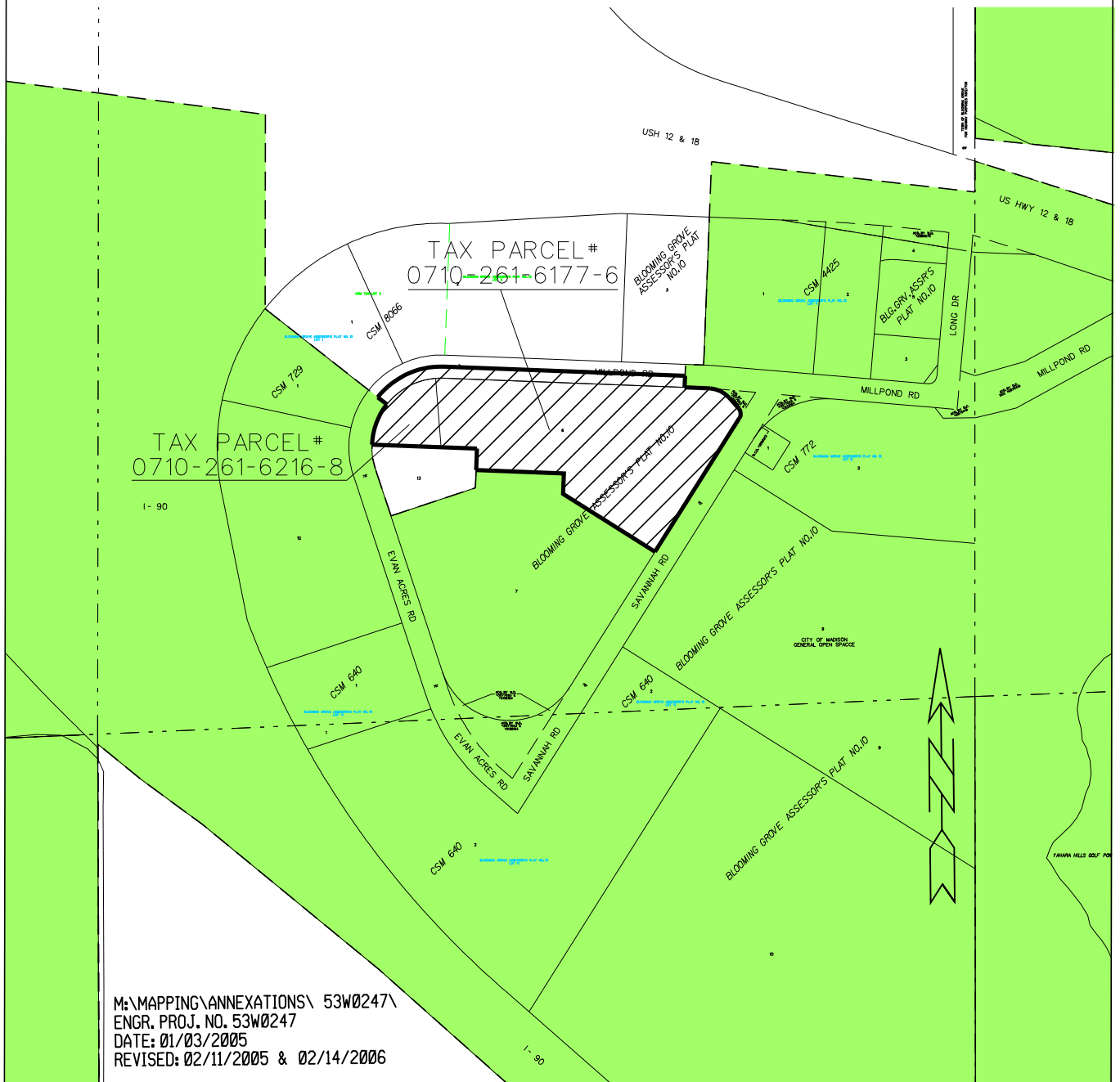
#0710-261-6177-6

#0710-261-6216-8

# COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE



**HO-CHUNK NATION PROPERTY**



**EXHIBIT 6**  
**DESCRIPTION AND MAPS OF PROTECTED AREAS**

Description of the Protected Areas:

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

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

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

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



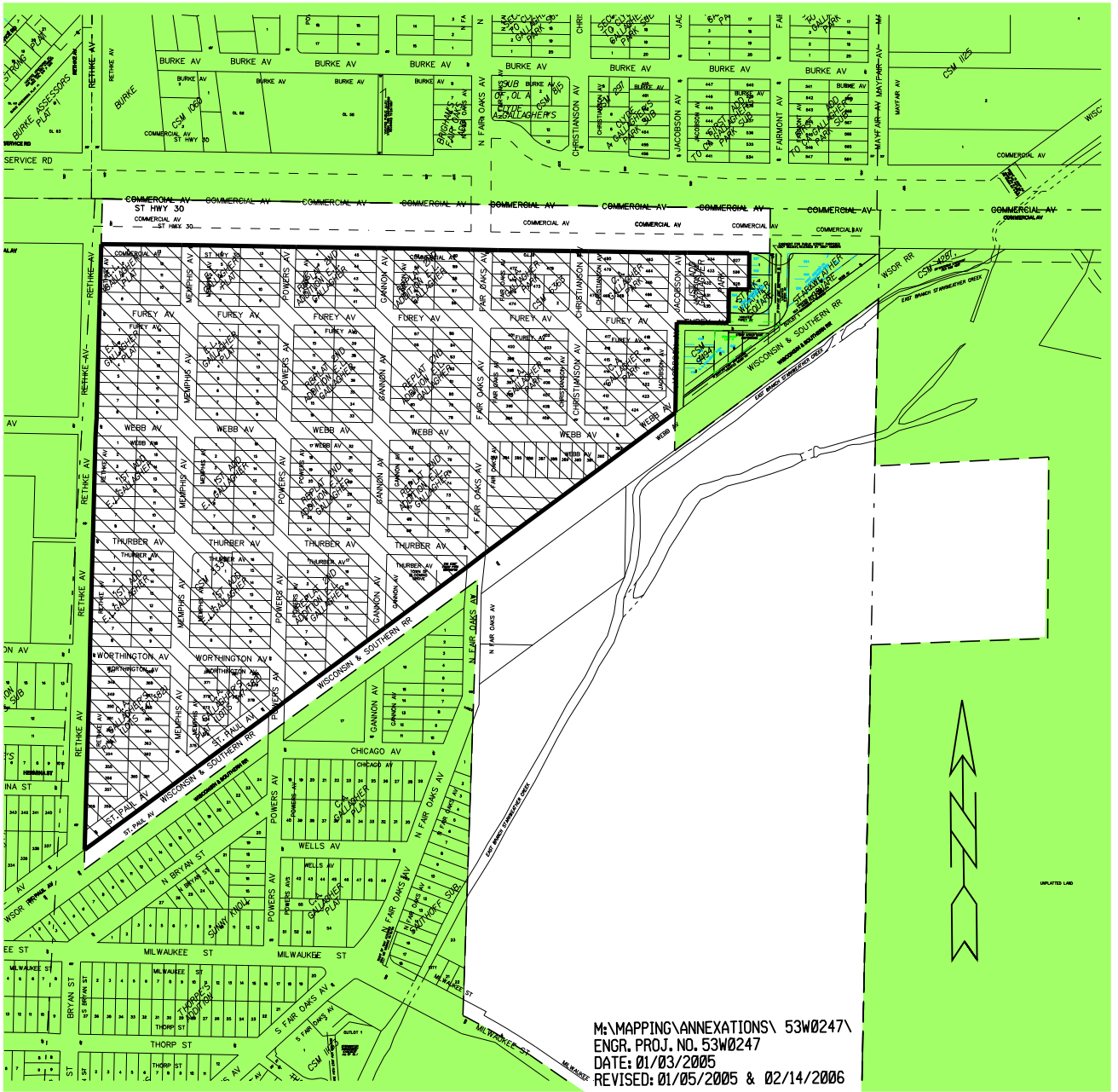




# COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE

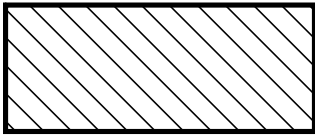


## PROTECTED AREA 6A

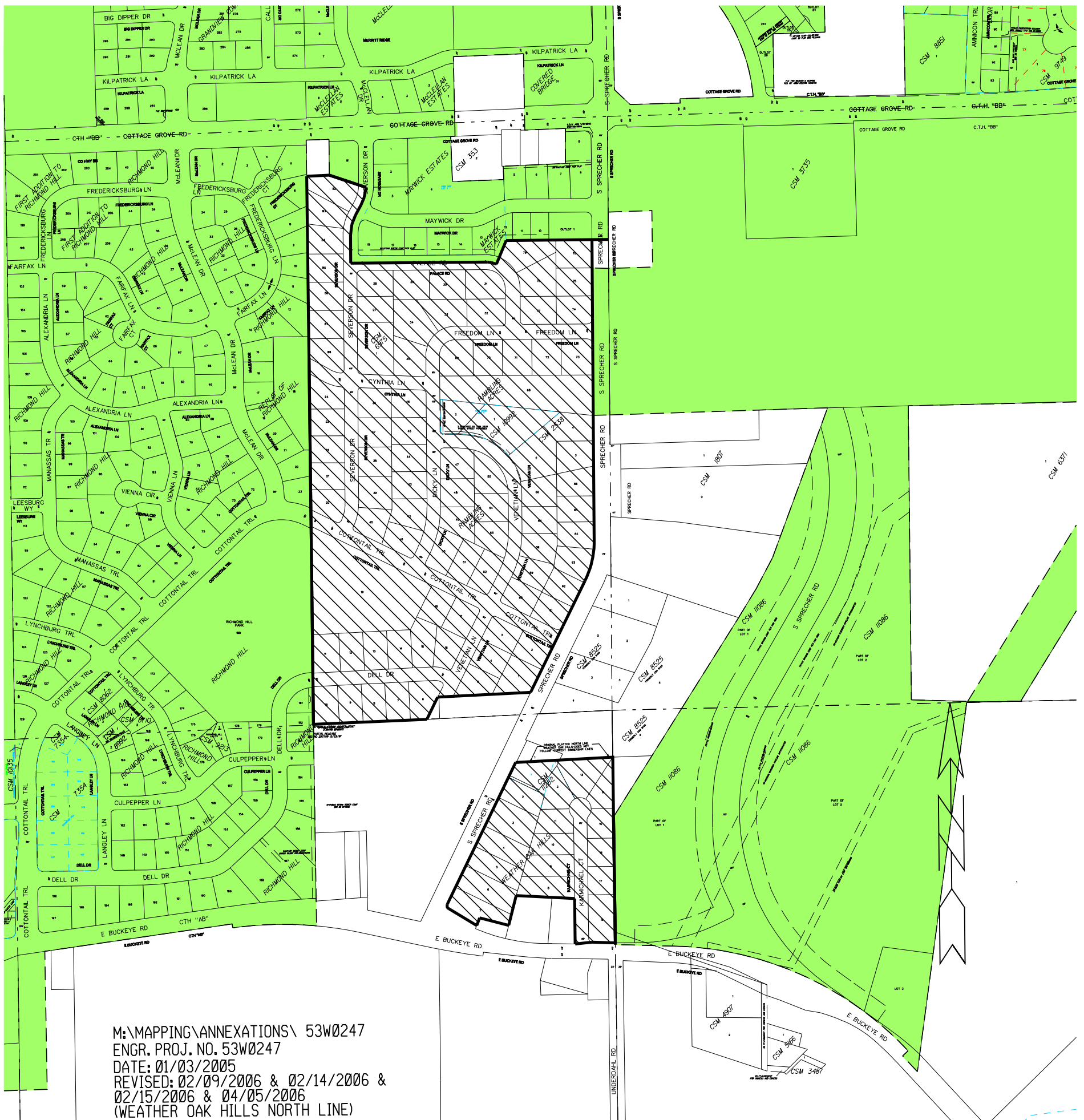


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ENGR. PROJ. NO. 53W0247  
DATE: 01/03/2005  
REVISED: 01/05/2005 & 02/14/2006

# COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE



## PROTECTED AREA 6B

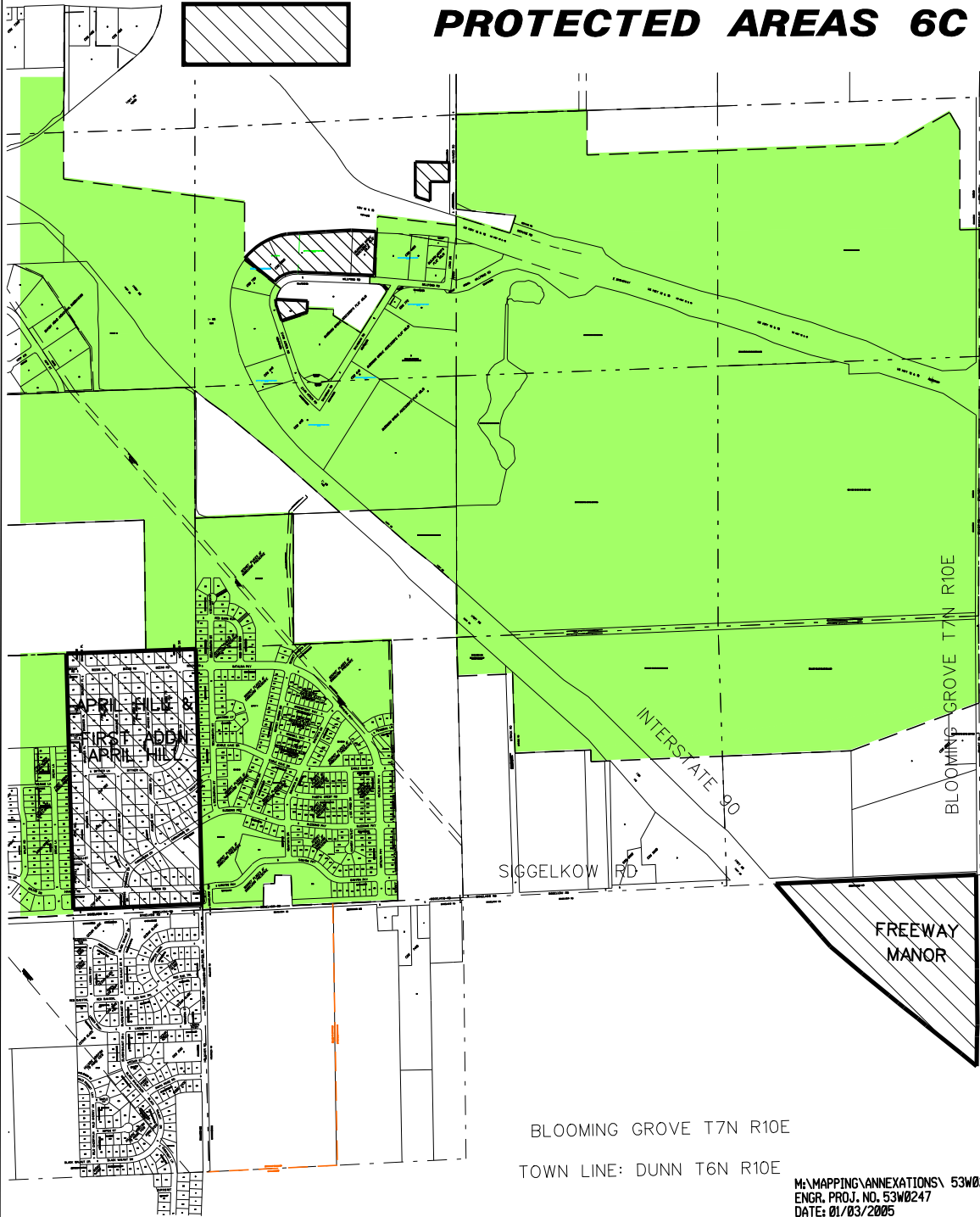


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ENGR. PROJ. NO. 53W0247  
DATE: 01/03/2005  
REVISED: 02/09/2006 & 02/14/2006 &  
02/15/2006 & 04/05/2006  
(WEATHER OAK HILLS NORTH LINE)

# COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE

EXHIBIT 6C

## PROTECTED AREAS 6C



BLOOMING GROVE T7N R10E

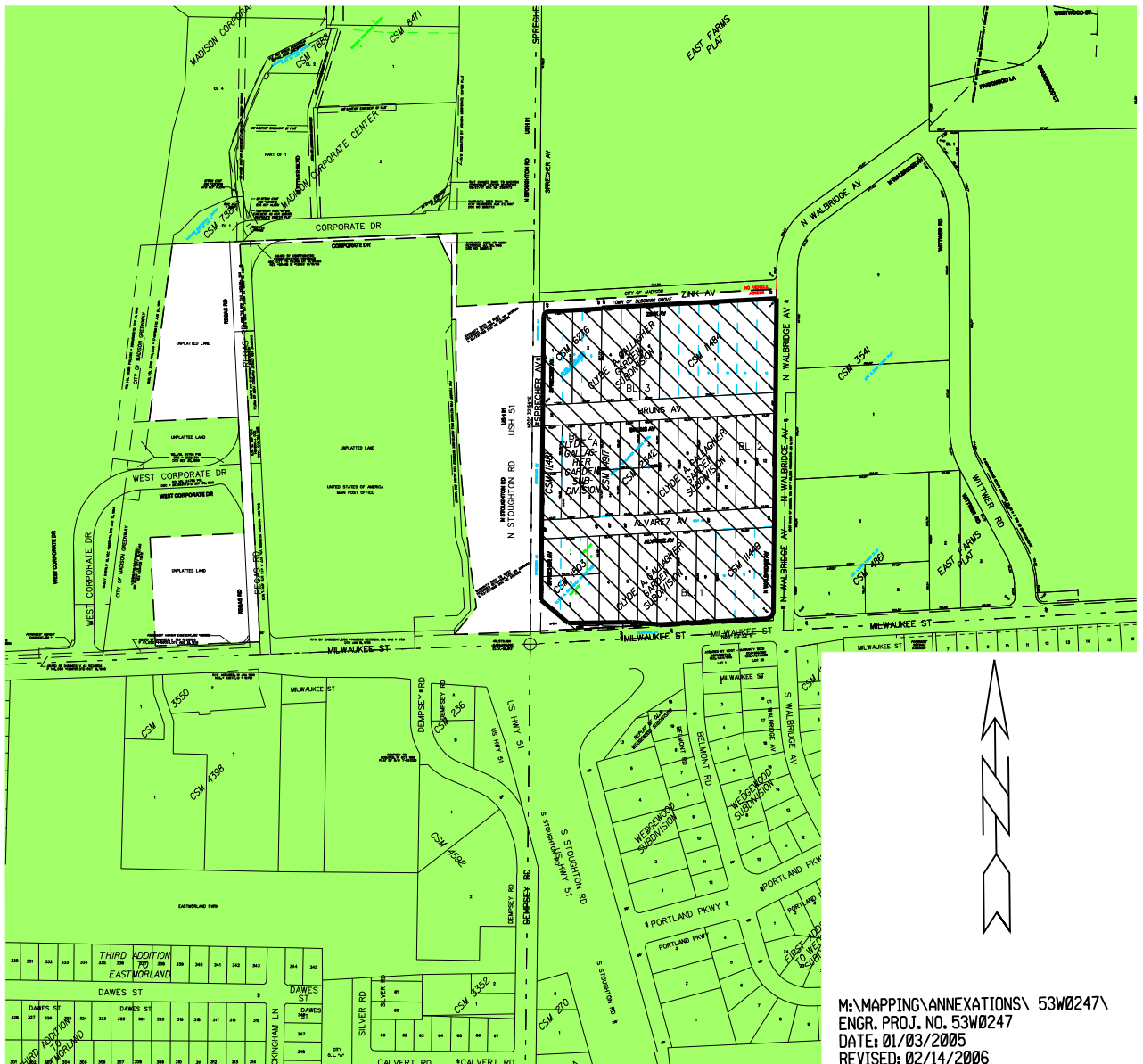
TOWN LINE: DUNN T6N R10E

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ENGR. PROJ. NO. 53W0247  
DATE: 01/03/2005  
REVISED: 02/14/2006

# COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE



## PROTECTED AREA 6D



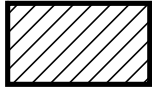
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ENGR. PROJ. NO. 53W0247  
DATE: 01/03/2005  
REVISED: 02/14/2006

**EXHIBIT 7**  
**DESCRIPTION AND MAP OF RUSTIC ACRES**

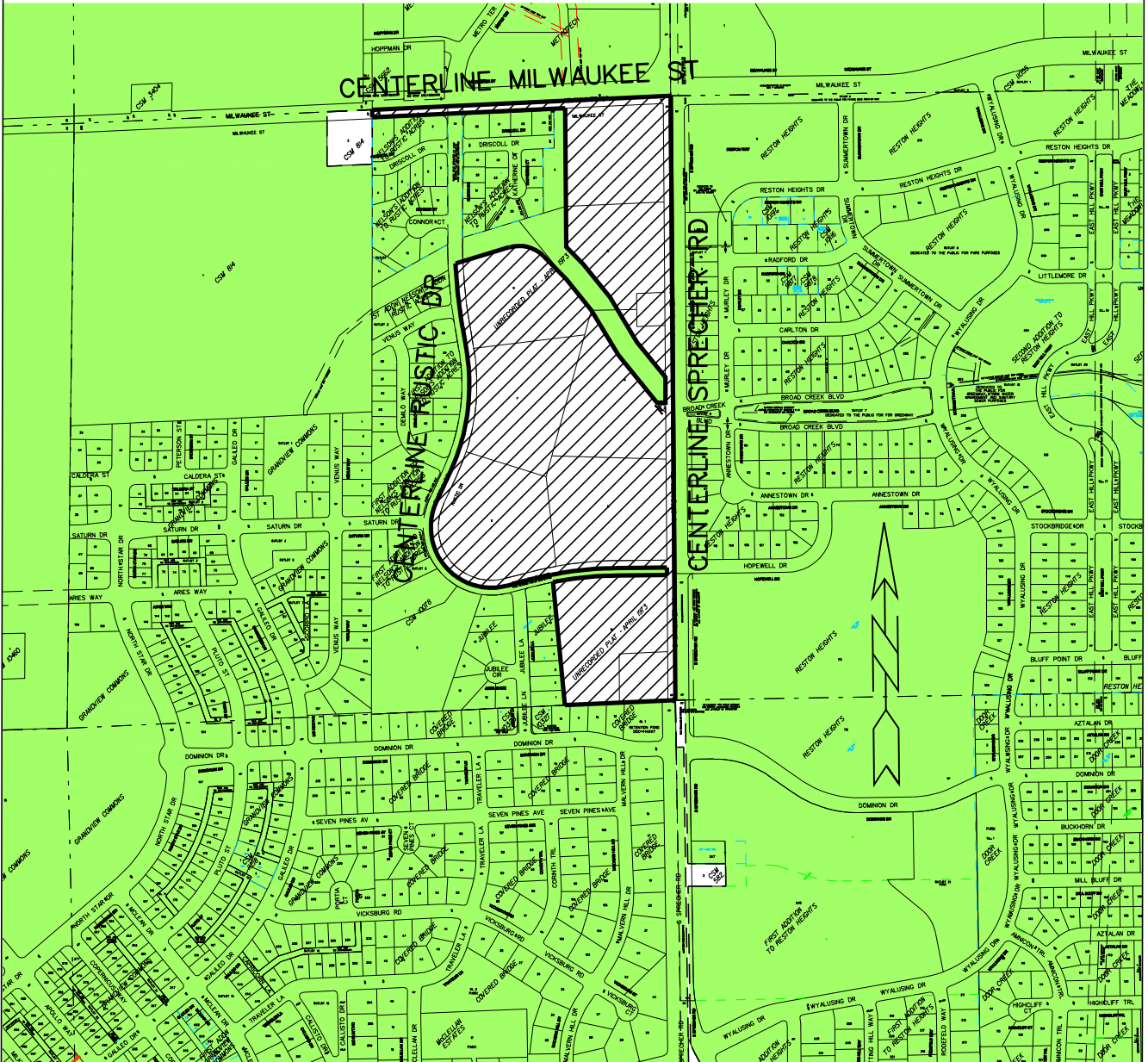
Description of Rustic Acres: All territory in Rustic Acres that has not been annexed to the City of Madison as of the date of the execution of this Cooperative Plan by the Parties. (As shown on Exhibit 7).



# COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE



**RUSTIC ACRES (UNRECORDED PLAT)  
WITHIN TOWN OF BLOOMING GROVE**



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

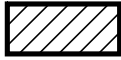
Description of North Phased Annexation Area (as shown on Exhibit 8 North):

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

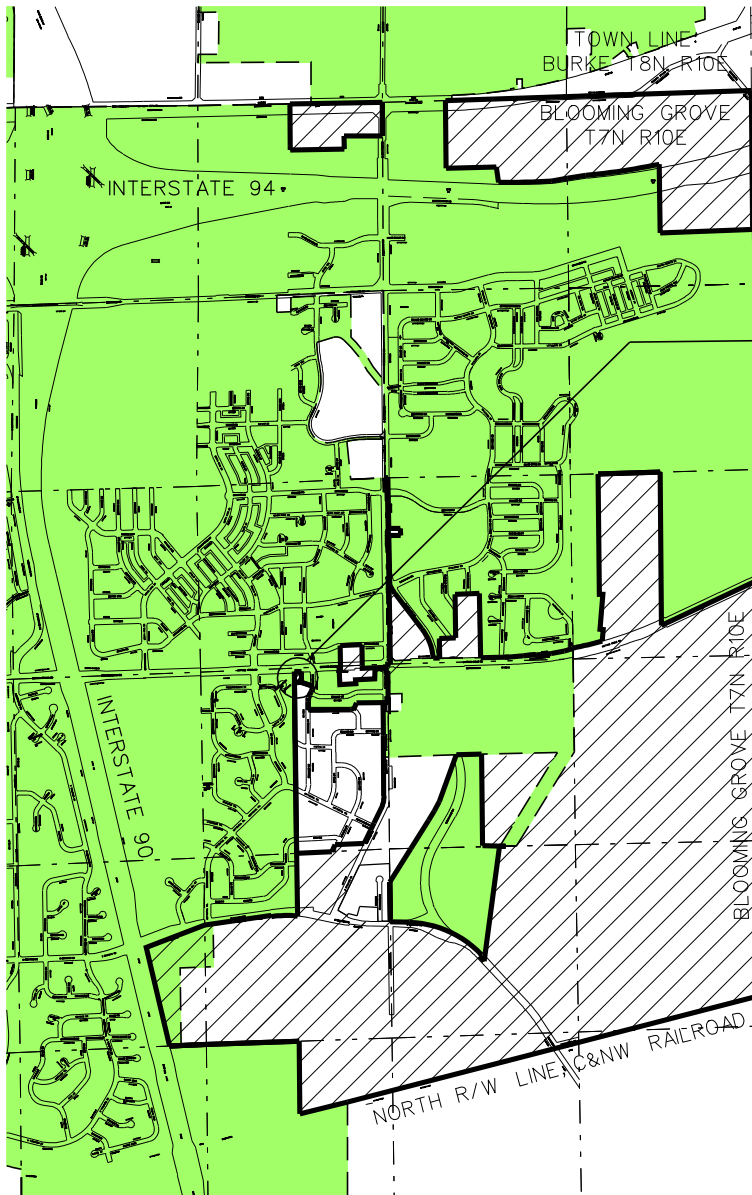
Description of the South Phased Annexation Area (as shown on Exhibit 8 South):

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

**COOPERATIVE PLAN:  
CITY OF MADISON &  
TOWN OF BLOOMING GROVE**



**NORTH PHASED ATTACHMENT AREA**



PARCEL IN TOWN OF  
BLOOMING GROVE  
BUT NOT WITHIN  
PROTECTED AREA:

3497 CTY HWY BB  
PARCEL #  
0710-114-8120-7



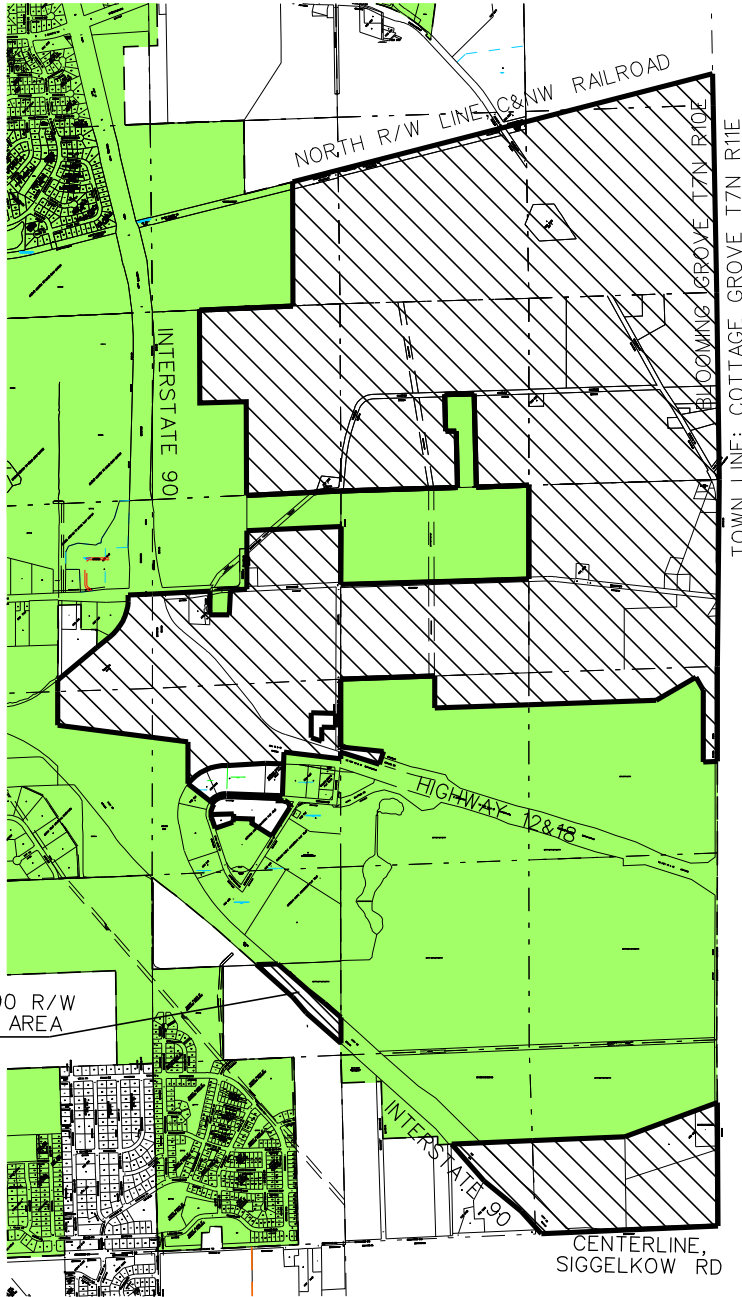


**COOPERATIVE PLAN:  
CITY OF MADISON &  
TOWN OF BLOOMING GROVE**

**EXHIBIT 8 SOUTH**



**SOUTH PHASED ATTACHMENT AREA**



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

**EXHIBIT 9**  
**DESCRIPTION AND MAP OF**  
**TERRITORY NORTH OF WEATHER OAKS**

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

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

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

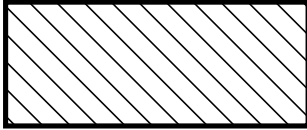
more particularly described as follows:

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

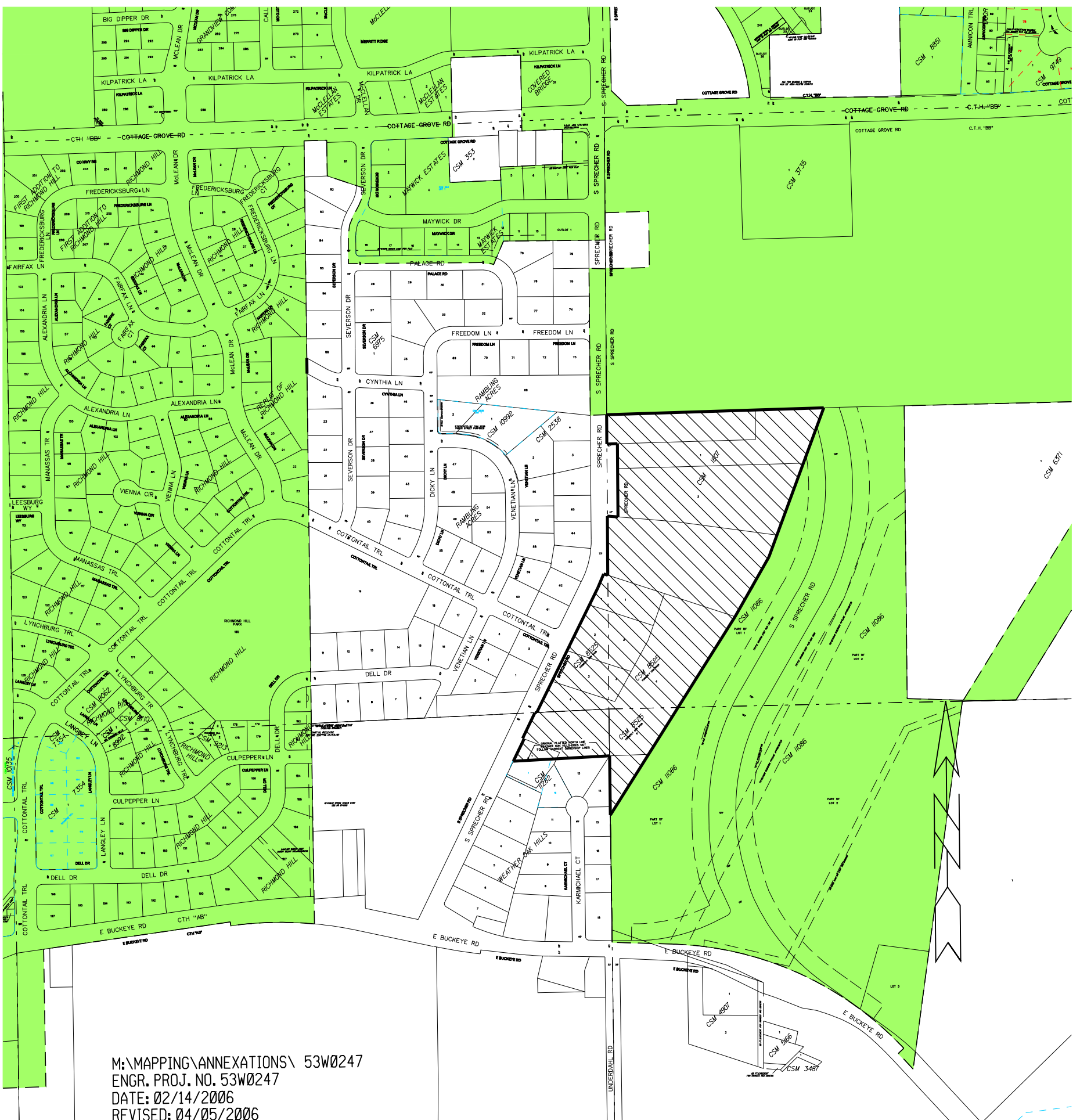
Containing 25.9 acres, more or less.

**EXHIBIT 9**

# **COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE**



**TERRITORY NORTH OF WEATHER OAK HILLS**



M:\MAPPING\ANNEXATIONS\ 53W0247  
ENGR. PROJ. NO. 53W0247  
DATE: 02/14/2006  
REVISED: 04/05/2006

## **EXHIBIT 10**

### **JOINT ZONING PROCEDURE FOR THE COOPERATIVE DEVELOPMENT PROPERTY**

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

commercial uses, and associated improvements, including roads, utilities, parkland, multipurpose trails, wetlands, or other open spaces, ponds, and other governmental uses.

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

**EXHIBIT 11**  
**AFFIDAVITS OF MAILING**

AFFIDAVIT OF MAILING


STATE OF WISCONSIN

COUNTY OF DANE

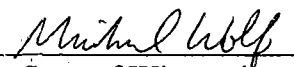
Audrey Rue, being first duly sworn, states as follows:

1. I am the Clerk/Treasurer/Administrator for the Town of Blooming Grove, Dane County, Wisconsin.

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

  
Audrey Rue

Subscribed and sworn to before me  
this 9 day of FEBRUARY, 2005.

  
Notary Public, State of Wisconsin  
My Commission: 9-2-2007

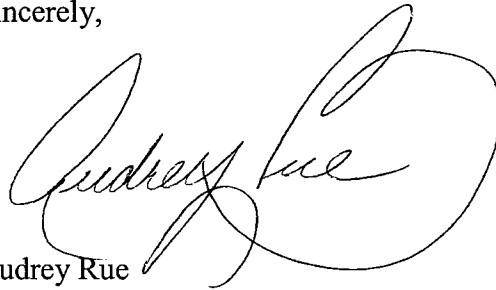
February 4, 2005

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

TO ALL ADDRESSEES ON ATTACHMENT 1:

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Audrey Rue". The signature is written in black ink and is positioned above the printed name and title.

Audrey Rue  
Town Clerk/Treasurer/Administrator

Attachments: Attachment 1  
Resolution



RESOLUTION 2005-04

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

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

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

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

Adopted this 1<sup>ST</sup> day of February, 2005.

TOWN OF BLOOMING GROVE

By Tom Anderson  
Tom Anderson, Town Chairperson

ATTEST:

Audrey Rue  
Audrey Rue, Town Clerk/Treasurer/Administrator

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

**Attachment 1**

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

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

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

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

**SCHOOL DISTRICTS**

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

Deerfield Community School District  
Attn: Ruthann Faber, Superintendent  
300 Simonson Blvd.  
Deerfield, WI 53531  
(608) 764-5431

DeForest Area School District  
Attn: Dr. John Bales, Administrator  
520 East Holum Street  
DeForest, WI 53532  
(608) 842-6500

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

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

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

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

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

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

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

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

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

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

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

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

#### CITY CLERKS

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

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

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

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

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

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

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

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

### **VILLAGE CLERKS**

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

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

Village of Dane  
Attn: Brenda Ayers, Clerk/Treasurer  
102 W. Main  
Box 168  
Dane WI 53529

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

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

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

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

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

Village of McFarland  
Attn: Don Peterson, Administrator  
P.O. Box 110  
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 St.  
Oregon WI 53575

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

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

### **TOWN CLERKS**

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

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

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

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

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

Town of Cross Plains  
Attn: Ann E. Walden, Clerk  
4204 CTH P  
Cross Plains, WI 53528

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

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

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

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

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

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

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

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

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

Town of Verona  
Attn: Rose M. Johnson, Clerk  
335 N. Nine Mound Road  
Madison, WI 53717

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

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

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

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

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

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

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

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

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

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

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

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

#### **SEWERAGE/SANITATION DISTRICTS**

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

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

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

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

Town of Dunn Sanitary District #4  
Attn: John Ong  
4725 Nora Lane  
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Town of Dunn-Kegonsa Sanitary District  
Attn: Robert Overbaugh  
P.O. Box 486  
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Town of Madison/Oak Ridge Sanitary District  
Attn: Donna Meier  
2120 Fish Hatchery Road  
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Madison Metropolitan Sewerage District  
Attn: Gary Sachs  
1610 Moorland Road  
Madison, WI 53713  
222-1207, Ext. 265

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Attn: Kitty Repas  
P.O. Box 97  
Morrisonville, WI 53571

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

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

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

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

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

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

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

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

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







Department of Revenue  
**Office of the City Clerk**

City-County Building, Room 103  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703-3342  
PH: 608 266 4601  
TDD: 608 266 6573  
FAX: 608 266 4666

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

February 24, 2005

**TO ALL ADDRESSEES ON ATTACHMENT 1:**

**PLEASE TAKE NOTICE**, pursuant to § 66.0307(4)(a), Wis. Stats., that the City of Madison Common Council reconsidered and re-adopted Resolution No. RES-05-00087, ID No. 00245, at its regular meeting on February 22, 2005. Attached hereto for your reference is a certified copy of said Resolution authorizing the Mayor and City Clerk to execute an intergovernmental agreement between the Town of Blooming Grove and City of Madison regarding boundary changes and other urban growth and delivery of municipal service issues, pursuant to an approved cooperative plan under Sec. 66.0307, Wis. Stats., and authorizing participation of the City of Madison in the preparation of the cooperative plan for public hearing and submittal to the Wisconsin Department of Administration for approval. Note that Exhibit 1, the intergovernmental agreement is not attached. For a copy of the signed agreement, please contact the Office of the City Attorney or go to the City website: <http://www.cityofmadison.com>

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

Sincerely,

Ray Fisher  
City Clerk

RF:jmv

Enclosures Attachment 1  
Resolution ID No. 00245



# City of Madison Certified Copy

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

Resolution: RES-05-00087

**File Number: 00245**

**Enactment Number: RES-05-00087**

Authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement Between Town of Blooming Grove and City of Madison regarding boundary changes and other urban growth and delivery of municipal services issues, pursuant to an approved cooperative plan under Sec. 66.0307, Wis. Stats.; authorizing participation in the preparation of the cooperative plan for public hearing and submittal to the Wisconsin Department of Administration for approval

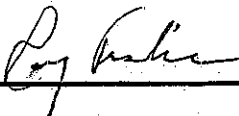
WHEREAS, the Town of Blooming Grove and the City of Madison have negotiated an intergovernmental agreement, which is attached hereto as Exhibit 1, regarding boundary changes and other urban growth and delivery of municipal service issues, pursuant to an approved cooperative plan under Sec. 66.0307, Wis. Stats. which is to be submitted to the Wisconsin Department of Administration for approval;

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

BE IT FURTHER RESOLVED that the Common Council of the City of Madison hereby authorizes and directs all necessary staff to participate in the preparation of a cooperative plan which contains all of the applicable provisions set forth in the said Intergovernmental Agreement, and any further provisions deemed necessary by Town and City Attorneys, under Sec. 66.0307, Wis. Stats.

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

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



2.24-2005

**Date Certified**

## GOVERNMENTAL AGENCIES

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

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

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

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

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

## SCHOOL DISTRICTS

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

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

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

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

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

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

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

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

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

**ATTACHMENT 1**

**PAGE 2**

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

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

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

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

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

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

### CITY CLERKS

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

**ATTACHMENT 1**

**PAGE 3**

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

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

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

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

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

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

City of Verona  
Attn: JoAnn M. Wainwright, Clerk  
111 Lincoln Street  
Verona, WI 53593-0188

**VILLAGE CLERKS**

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

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

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

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

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

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

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

Village of McFarland  
Attn: Don Peterson, Administrator/Treasurer  
Deb Neal, Clerk  
P.O. Box 110  
McFarland, WI 53558-0110

Village of Mount Horeb  
Attn: Cheryl J. Sutter, Clerk  
138 E. Main Street  
Mt. Horeb, WI 53572

Village of Oregon  
Attn: Georgia Johnson, Clerk  
117 Spring Street  
Oregon, WI 53575

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

Village of Waunakee  
Attn: Julee Helt, Clerk  
P.O. Box 100  
Waunakee, WI 53597

**TOWN CLERKS**

Town of Albion  
Attn: Julie Hanewall, Clerk  
624 Albion Road  
Edgerton, WI 53534

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

**ATTACHMENT 1**

**PAGE 6**



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

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

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

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

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

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

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

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

**ATTACHMENT 1**

**PAGE 7**

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

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

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

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

Town of Middleton  
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755 W. Old Sauk Road  
Verona, WI 53593

Town of Montrose  
Attn: Gary Fritz, Clerk  
1341 Diane Avenue  
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Town of Oregon  
Attn: Ruth Klahn, Clerk  
1138 Union Road  
Oregon, WI 53575

**ATTACHMENT 1**

**PAGE 8**

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

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

Town of Rutland  
Attn: Dawn George, Clerk  
4177 Old Stage Road  
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Town of Springdale  
Attn: Vicki Anderson, Clerk  
2379 Town Hall Road  
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Town of Springfield  
Attn: Sherri Endres, Clerk  
6157 CTH P  
Dane, WI 53529

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Attn: Claudia Quick, Clerk  
5556 Twin Lane Road  
Marshall, WI 53559

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

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

**ATTACHMENT 1**

**PAGE 9**

Town of Westport  
Attn: Thomas G. Wilson,, Clerk  
5387 Mary Lake Road  
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4084 Mueller Road  
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Town of York  
Attn: Marilyn Weiland, Clerk  
185 Hoene Road  
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Attn: Audrey Rue, Clerk  
1880 South Stoughton Road  
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5365 Reiner Road  
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3022 Waubesa Avenue  
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**ATTACHMENT 1**

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Town of Dunn-Kegonsa Sanitary District  
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2120 Fish Hatchery Road  
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DeForest, WI 53532

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Madison, WI 53714

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**ATTACHMENT 1**

**PAGE 11**

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

**EXHIBIT 12**  
**AFFIDAVITS OF PUBLICATION**

# Capital Newspapers Proof of Publication Affidavit

# 48

Ad #: 499609

Price: \$143.18

Ad ID: JtPubHrg

Retain this portion for your records.

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

Mail to:

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

STATE OF WISCONSIN

Dane County

ss.

Ellen F. Cox

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

The Capital Times,

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

March 1st, 2006

March 8th, 2006

March 15th, 2006

**NOTICE OF JOINT PUBLIC HEARING  
REGARDING TOWN OF BLOOMING GROVE  
AND CITY OF MADISON PROPOSED  
COOPERATIVE BOUNDARY PLAN**  
Notice is hereby given that the City of Madison  
and Town of Blooming Grove will hold a joint  
public hearing in the Town of Blooming Grove  
Town Hall, 1880 S. Stoughton Road, Madison,  
Wisconsin, on Wednesday, March 22, 2006, at  
7:00 p.m., regarding the proposed Cooperative  
Plan ("Plan") between the Town of Blooming  
Grove and the City of Madison. The Plan and  
related maps and exhibits will be available for  
inspection before the hearing beginning at 6:00  
p.m.  
At the hearing, all interested persons will be  
given an opportunity to comment on the Plan.  
To allow all interested persons an opportunity  
to be heard, each person will be permitted to  
speak only once for not more than five minutes.  
Written comments will also be accepted at the  
hearing. You may also submit comments in  
writing by delivering them to either the City  
Clerk or the Town Clerk at the address specified  
below for receipt no later than April 11, 2006.  
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 103, City-County Building  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703  
**City Department of Planning and  
Development**  
Room LL-100, Municipal Building  
215 Martin Luther King, Jr. Blvd.  
Madison, WI 53703  
**Town of Blooming Grove**  
Town Hall  
1880 S. Stoughton Road  
Madison, WI 53716  
The Plan will also be available on the Internet  
at: <http://www.cityofmadison.com>  
The Plan affects all of the Town of Blooming  
Grove.  
If you need an interpreter, materials in alternate  
formats or other accommodations, please  
contact the City Clerk or Town Clerk. Please do  
so 48 hours prior to the hearing, so that proper  
arrangements can be made.  
Dated this 21st day of February, 2006.  
David Cieslewicz, City of Madison Mayor  
Dwight Johnson, Town of Blooming Grove  
Chairperson  
PUB. TCT: March 1, 8 and 15, 2006  
(#499609) WNA: XLP

(Signed)

*Ellen F. Cox*

(Title)

Principal Clerk

Subscribed and sworn to before me on

*3-15-06*

*Ellen M. Morgan*

Notary Public, Dane County, Wisconsin

My Commission expires May 24th, 2009





Capital Newspapers Proof of Publication Affidavit

#48

Ad #: 499642

Price: \$172.26

Ad ID: JtPubHrg

Retain this portion for your records.

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

Mail to:

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

STATE OF WISCONSIN

Dane County

SS.

Ellen F. Cox

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Capital Newspapers, publishers of

Wisconsin State Journal,

a newspaper, at Madison, the seat of government of said State,  
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City Clerk  
Room 109, City County Building  
210 Martin Luther King, Jr. Blvd  
Madison, WI 53703  
**City Department of Planning and  
Development**  
Room 113-100, Municipal Building  
215 Martin Luther King, Jr. Blvd  
Madison, WI 53703  
**Town of Blooming Grove**  
Town Hall  
1880 S. Stoughton Road  
Madison, WI 53718  
The Plan will also be available on the Internet  
at: <http://www.cityofmadison.com>  
The Plan affects all of the Town of Blooming  
Grove.  
If you need an interpreter, materials in alternate  
formats or other accommodations, please  
contact the City Clerk or Town Clerk. Please do  
so 48 hours prior to the hearing, so that proper  
arrangements can be made.  
Dated this 21st day of February, 2006.  
David Cieslewicz, City of Madison Mayor  
Dwight Johnson, Town of Blooming Grove  
Chairperson  
PUB. WSJ: March 1, 8 and 15, 2006  
(#499642) WNAJLP

(Signed)

*Ellen F. Cox*

(Title)

Principal Clerk

Subscribed and sworn to before me on

3-15-06

*Ellen M. Morgan*

Notary Public, Dane County, Wisconsin

My Commission expires May 24th, 2009



## EXHIBIT 13

### RECORD OF PUBLIC PARTICIPATION AND COMMENT

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

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

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

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

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

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

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

After the hearing, all the comments that are made will be reviewed and taken into account by both the City and the Town. They'll both act on the plan. If they adopt it, the adopted final plan will go to the Department of Administration for their review and action, and the Department typically takes 90 days to do that. So that's kind of the high-level picture of what's going forward.

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

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

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

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

Mr. Hughes: Any comments or questions?

Mr. Johnson: Apparently not.

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

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

**EXHIBIT 14**  
**TOWN AND CITY RESOLUTIONS ADOPTING COOPERATIVE PLAN**

**[to be considered after joint public hearing and public comment period]**