

DocId:10182428
Tx:9409613

Lounsbury Attachment, Town of Middleton

Document Number

Document Title

ATTACHMENT ORDINANCES

This is to certify that the foregoing ordinances were adopted by the Common Council of the City of Madison, Wisconsin at meetings held on the 7th day of June, 2016; the 15th day of June, 2021, and the 24th day of May, 2022.

Lounsbury Attachment, Town of Middleton
Ordinance #: ORD-16-00059 (ID# 42655), 21-00048 (ID# 65651), and 22-00043 (ID# 71149).

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5842606
06/21/2022 02:23 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 26

Name and Return Address

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

251/0708-361-0210-6

Parcel Identification Number (PIN)

June 21, 2022
Date

6/21/2022
Date

Signature of Clerk

n/a
Signature of Grantor

Jim Verbick, Deputy City Clerk
*Name printed

*Name printed

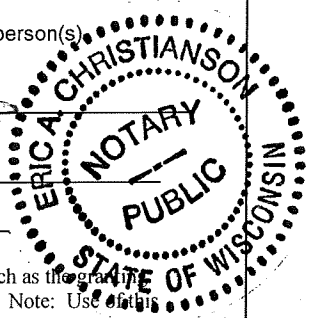
STATE OF WISCONSIN, County of Dane

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

Eric Christianson

Subscribed and sworn to before me on June 21, 2022 by the above named person(s)

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



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

Print or type name: Eric Christianson

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

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

24



City of Madison

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

Certified Copy

Ordinance: ORD-16-00059

File Number: 42655

Enactment Number: ORD-16-00059

Creating Section 15.01(598) of the Madison General Ordinances entitled "City Boundaries" attaching the Borman-Lounsbury Attachment.

DRAFTER'S ANALYSIS: This ordinance attaches land in the Town of Middleton.

An ordinance to create Subsection (598) of Section 15.01 of the General Ordinances of the City of Madison entitled "City Boundaries" and being part of the chapter entitled "Aldermanic Districts and Wards."

WHEREAS, a petition for attachment with scale map attached was filed with the City Clerk of Madison on March 4, 2016, and has been presented to the Madison Common Council requesting attachment of the below-described territory to the City of Madison from the Town of Middleton; said petition having been signed by the owners of all of the land in the territory and notice of the proposed attachment having been given to the Town of Middleton; and

WHEREAS, investigation by the City of Madison discloses that as of this date the above representations are true, the Common Council now accepts the petition as sufficient and determines that the said attachment proceeding meets the requirements of the City of Madison and Town of Middleton Cooperative Plan approved pursuant to Wis. Stat. § 66.0307;

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

1. Subsection (598) of Section 15.01 of the Madison General Ordinances is hereby created to read as follows:

"15.01(598) - There is hereby attached to the 1st Aldermanic District, the City of Madison, Dane County, Wisconsin, the following described property:

"A parcel of land located in the NE1/4 of the NE1/4 of Section 36, T7N, R8E, Town of Middleton, Dane County, Wisconsin described as follows: Commencing at the northeast corner of said Section 36; thence S00°48'28"W, 40.01 feet; thence S89°15'34"W, 461.02 feet along the south right-of-way line of Schroeder Road to the northwest corner of Lot 17, White Oaks, recorded in Volume 56-42B of Plats on Pages 118-119, Dane County Registry and the point of beginning; thence the following 5 courses along the existing City of Madison Corporate Boundary: S00°52'56"W, 224.80 feet along the west line of said Lot 17; thence S59°22'34"W, 69.97 feet along the northwesterly line of Outlot 4, said White Oaks; thence S89°15'33"W, 140.42 feet along the north line of Outlot 3, said White Oaks; thence N00°52'52"E, 259.68 feet along the east line of 2nd Addition to Green Tree Hills recorded in Volume 24 of Plats on Pages 31-32, Dane County Registry; thence N89°15'34"E, 200.10 feet along said south right-of-way line of Schroeder Road to the point of beginning. Said parcel contains 50,900 square feet (1.168 acres, 0.002 sq. mi.)."

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

given effect without the invalid or unconstitutional provision or application.

3. This ordinance shall be effective on June 1, 2021.

EDITOR'S NOTE: At the time the attachment becomes effective, the land will be added to the appropriate aldermanic district and ward and zoning will be assigned.

I, Deputy City Clerk Jim Verbick, certify that this is a true copy of Ordinance No. 16-00059, file 42655, adopted by the Madison Common Council on June 7, 2016.

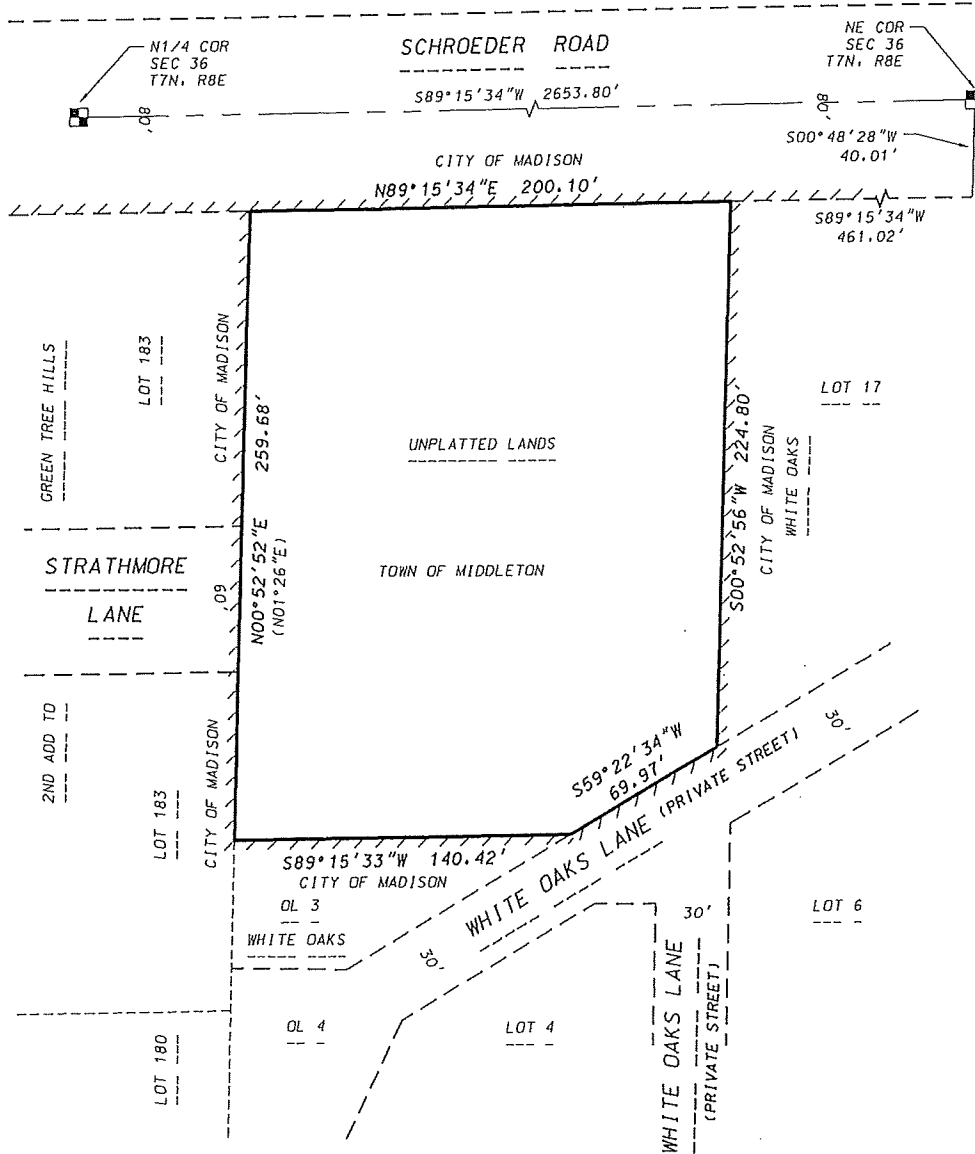


6/21/22

Date Certified

RECEIVED
 MAR 04 2016
 MADISON CITY CLERK

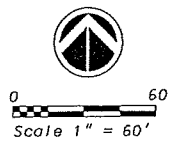
EXHIBIT B



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

Signed by grantor(s) or grantor(s) agent: Maribeth Witzel-Behl Date: June 21, 2022
 Name of grantor(s) or grantor(s) agent printed: Maribeth Witzel-Behl

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
 7530 Westward Way, Madison, WI 53717
 Phone: 608.833.7530 • Fax: 608.833.1089
 YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT



DATE: February 8, 2016
 F.N.: 15-02-161

PETITION FOR ATTACHMENT

The undersigned petitions the City of Madison for attachment as follows:

1. The undersigned is the owner of all of the real property described in the attached Exhibit I.
2. The undersigned hereby petition and request the territory described in the attached Exhibit I to be directly attached to the City of Madison with a deferred effective date that would keep the property in the Town of Middleton for up to 5 years following adoption of the attachment.
3. A scale map of the property to be attached, marked Exhibit II, showing the boundaries of such territory and the relation of the territory to the municipality to which attachment is requested, is attached hereto and incorporated by reference in this petition.
4. The tax parcels affected by this attachment are shown on the attached Exhibit III.
5. The area of the property to be attached is 50,900 square feet; 1.168 acres.
6. The current population of the territory to be attached is two (2 for electors).
7. There is currently one dwelling unit located on the property to be attached.
8. The undersigned state and affirm their unanimous approval of the proposed attachment.

Owner-

Janet Lounsbury
Janet Lounsbury
60 White Oaks Lane

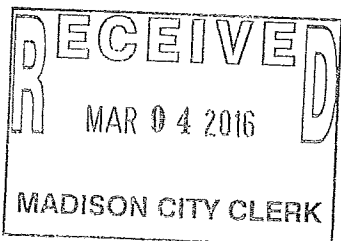
Date - 3-1-16

Daughter-

Patricia Borman
Patricia Borman
60 White Oaks Lane

Date - 3-1-16

608-271-0372
608-712-1910



ATTACHMENT AGREEMENT
Between the City of Madison and Janet Lounsbury

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter "City"), 210 Martin Luther King Jr., Blvd., Madison, Wisconsin 53703, and Janet Lounsbury is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, Janet Lounsbury (hereinafter "Owner") is the sole owner of the property identified with Tax Key Number 0708-361-8050-8 located at 60 White Oaks Lane in the Town of Middleton, Dane County, Wisconsin, described and illustrated in Exhibits A and B (hereinafter "Property"); and,

WHEREAS, Property currently is not connected to the City sanitary sewer or water services, although sanitary sewer and water mains run by the property under White Oaks Lane; and,

WHEREAS, Owner now desires to connect Property to the City sanitary sewer and/or water services; and,

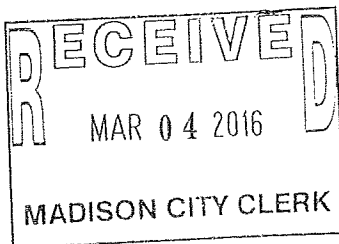
WHEREAS, under the Final City of Madison and Town of Middleton Cooperative Plan ("the Plan"), approved on December 11, 2003 pursuant to Wis. Stat. §66.0307, Property is scheduled to attach to City on the February 3, 2042; and,

WHEREAS, under Section 14.03 of the Plan, Owner may request connection to the City sewer and/or water services prior to 2042, provided that the Owner agrees to pay for extension of the services to Property over a five-year period with interest, and Owner agrees to the attachment of the Property to the City at the end of the five-year period; and,

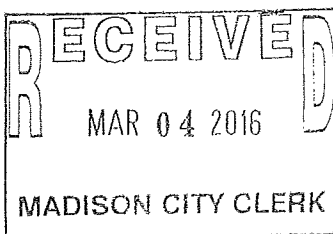
WHEREAS, Owner agrees to the terms of service and future attachment of the Property to the City under the terms and conditions outlined herein;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, terms and conditions hereinafter set forth, Owner and City, with intent to be bound, do hereby agree as follows:

1. Owner shall petition for attachment of the Property to the City of Madison. Five (5) years after the date that sewer and/or water services are first extended to the Property, the City may, pursuant to Section 14.03 of the Plan, attach the Property to the City by Attachment Ordinance without consent of the Owner or residents of the Property, subject to the procedural requirements of Section 12.01 of the Plan.
2. Upon filing an attachment petition with the City and the execution of this Agreement, Owner may connect Property to the City sanitary sewer and/or water service in the manner specified in the Madison General Ordinances and policies in effect at the time of filing the petition. Owner is responsible for all the costs to connect Property to the sanitary sewer and/or water services as well as the customary and ordinary connection charges imposed by the City. Owner also agrees to pay any sewer area charges levied by the Madison Metropolitan Sewerage District (MMSD) as determined by MMSD. Upon connection to the sanitary sewer and/or water services, Owner will become a customer of the respective utility, and agrees to be bound by the terms of service thereof.



3. Owner further agrees to pay for any costs that may be incurred by the City to extend service to the Property over a period of five (5) years, with interest. Costs for extension shall be determined on the same basis as costs generally applicable for extensions to similarly situated property within the City.
4. Owner agrees that any unpaid costs or special assessments associated with the sewer and/or water service, including any costs related to the extension of service to the Property, as set forth in Sections 2 and 3 of this Attachment Agreement, may be recovered by the City through the imposition of special assessments or special charges against the Property pursuant to Wis. Stat. Sec. 66.0707. Owner agrees not to contest the imposition of such special assessments or special charges against Property.
5. This Agreement shall run with the land, be recorded in the Office of the Dane County Register of Deeds and shall be binding upon Owner, as well as Owner's successors, assigns, heirs, or any other person taking any interest or right in the Property after the date on which this Agreement is executed.
6. This Agreement shall be subject to enforcement by specific performance in a court of law or equity should Owner refuse to abide by the terms and conditions of the Agreement. Owner shall pay all court costs and attorney's fees that the City expends in an action to enforce this Agreement.
7. In the performance of this Agreement, Owner agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political belief or student status. Owner further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.
8. This Agreement may be amended only by written instrument signed by both parties.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by individuals and officers duly authorized on the dates noted below.

Janet Lounsbury
Janet Lounsbury

3-1-16
Date

FOR THE CITY OF MADISON

Paul Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

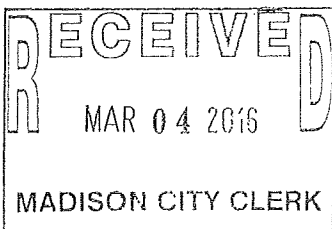
Date

Approved as to form:

Michael P. May, City Attorney

Date

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



The City and Town have independently determined that the long-term boundary established by this Cooperative Plan best promotes the mutual public health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy of development within both the City and the Town.

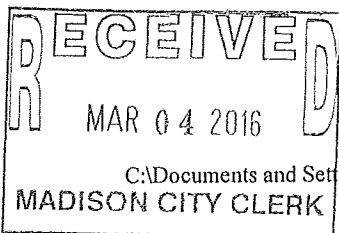
SECTION 10
SANITARY SEWER AND WATER SERVICE TO BE PROVIDED BY THE CITY AND
ON-SITE SEWAGE PERMITS BUILDING PERMITS AND LAND DIVISION TO BE
RESTRICTED WITHIN THE BOUNDARY ADJUSTMENT AREA

The City will plan for and construct public sanitary and water service infrastructure throughout the Boundary Adjustment Area from time to time, as Town lands become attached to and developed in the City. The City will be the only provider of these services and the Town shall not create any additional sanitary districts within the Boundary Adjustment Area. With one conditional exception noted below, the City will continue its ordinance policy of not extending public sewer and water to serve unincorporated territory.

New construction in the Town on private water wells and on-site septic systems will be generally limited to one principal use building on existing lots. Lots five acres or more in size may be split into only two lots for residential purposes without requiring attachment to the City. Any other development may only occur subject to attachment, or subject to conditional approval and subsequent attachment as soon as sewer and water are available. The Town shall not grant any building or land division approvals contrary to these restrictions.

In order to encourage the early transition from on-site septic systems to public sanitary sewer service and from private water wells to a municipal water supply, any owner of property in the Town shall be entitled to conditionally receive such public utility service whenever available. The conditions are that the owner must agree to pay any costs of extension and connection to those services 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. The City will be protecting 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 public utility services over five years, without also having to pay a higher local share of property taxes to the City.

The City has contacted officials at the Madison Metropolitan Sewerage District to review the procedure for annexing territory in the Boundary Adjustment Area to the District for public sanitary sewer service prior to its attachment. Once this Cooperative Plan is approved by the City, Town and Department of Administration, the City and Town submit that it will constitute an adopted plan within the meaning of Sec. 200.05(4)(b), and it will promote the legislative goals of sub.(4)(c)therein, as incorporated by Sec. 200.15(2), Wis. Stats. It is anticipated that the District will either process individual petitions for annexation to the District or annex the entire Boundary Adjustment Area in one or more larger blocks.



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 Regional Planning Commission and the Wisconsin Department of Natural Resources must approve the request.

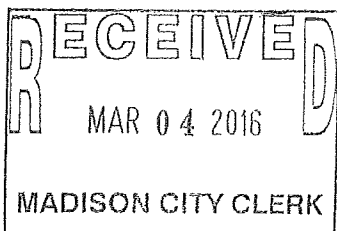
SECTION 11
ATTACHMENT OF TERRITORY IN BOUNDARY ADJUSTMENT
AREA OF TOWN TO CITY

11.01 Intermediate Attachments. There may be Intermediate Attachments of territory in the Boundary Adjustment Area of the Town to the City prior to the Final Attachment hereinafter provided. The Procedure for Intermediate Attachments recognizes a political compromise respecting the desire of the current property owners in the Boundary Adjustment Area to remain Town property owners for as long as the boundary adjustment period of the Cooperative Plan subject to Final Attachment in 2042, unless those property owners petition the City for Intermediate Attachment. Real Estate sales statistics show that very few property owners retain title to a given parcel of real estate for more than thirty years. This means that the majority of property owners who do eventually attach to the City will likely be those who bought their property knowing that attachment to the City is required by February of the year 2042.

11.02 Final Attachment.

There shall be a Final Attachment of territory in the Boundary Adjustment Area of the Town to the City, including all territory remaining in the Boundary Adjustment Area of the Town, irrespective of ownership, occupancy, use or any other factors, effective on the first Monday of February, 2042, or thereafter as provided under the Procedure for Final Attachment in subsection 12.02 below.

11.03 Immediate Attachment. Effective January 1, following approval of this Plan by the State of Wisconsin Department of Administration, the boundary between the City and Town is adjusted to attach the cemeteries and road rights-of-way identified on Exhibit 6 to the City. At that time, the City Clerk shall provide notice of this Immediate Attachment, as required under the Procedure for Intermediate Attachments in paragraph 12.01(b) below.



management and park and recreational purposes. Development within these corridors is prohibited.

7. For any land division in the Transition Area, both east and west of the Boundary Line, an 80-foot wide landscaped building setback shall be provided as a condition of any development approval.

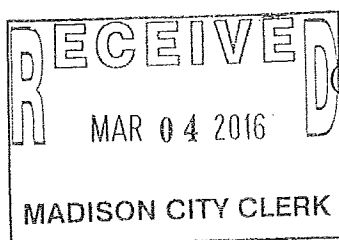
SECTION 14
DESIGN AND CONSTRUCTION OF PUBLIC STREETS, SIDEWALKS,
IMPROVEMENTS, AND PLACEMENT OF PUBLIC UTILITIES
IN STREET RIGHT-OF-WAY IN BOUNDARY ADJUSTMENT AREA PRIOR TO
ATTACHMENT OF TOWN TERRITORY TO CITY

14.01 The City shall use public highway rights-of-way to extend municipal services wherever reasonably possible. The Town shall permit use of Town roads within the Boundary Adjustment Area and the full width of Blackhawk Road and highways along the Boundary Line 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.

14.02 The City may levy special assessments against a parcel of property in the Boundary Adjustment Area of 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 that it shall timely approve each such special assessment levy by separate resolution pursuant to said statute.

- (a) 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.
- (b) Payment of such special assessments shall be deferred and interest shall not accrue thereon until the parcel is attached to the City.
- (c) Notwithstanding paragraph (b) 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.

(d) Each such special assessment shall be payable in six annual installments with interest, from the date of attachment.



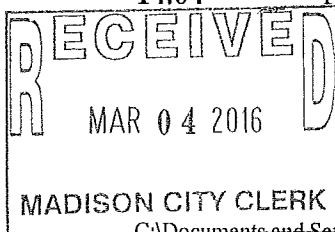
- (e) Prior to attachment there shall be only one special assessment of each benefiting public improvement component (e.g. road pavement, curb and gutter, public sidewalk, street lights, street trees, traffic signals and other intersection improvement components, public drainage improvements, sanitary sewer mains, sewer interceptors, public water mains, etc.), except for driveway, curb and gutter and public sidewalk repairs which 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 that it shall timely approve each such special charges levy by separate resolution pursuant to said statute. Any subsequent assessment 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 six annual installments.

14.03

Notwithstanding subsection 14.02, any owner of property in the Town shall be entitled upon request to receive City sewer and/or water services prior to attaching 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 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. At any time after five years from the date that services were extended to the property under this paragraph, the City may attach the property by Attachment Ordinance adopted by majority vote of the elected members of the Common Council without consent of the property owner(s) or residents, subject to other procedural requirements of subsection 12.01 of this Plan. This paragraph does not supersede subsections 11.02 and 12.02 of this Plan. This paragraph applies only to existing parcels and parcels created under paragraph (e) of subsection 13.02. An owner's entitlement to receive sewer and/or water services under this paragraph applies only to: existing uses on existing parcels as of March 28, 2002; new or expanded uses on existing parcels after March 28, 2002, 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 (e) of subsection 13.02.

14.04

The Town shall not establish any new sanitary districts east of the Boundary Line.





City of Madison

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

Certified Copy

Ordinance: ORD-21-00048

File Number: 65651

Enactment Number: ORD-21-00048

Amending the effective date of Section 15.01(598) of the Madison General Ordinances entitled "City Boundaries" attaching the Borman-Lounsbury Attachment.

DRAFTER'S ANALYSIS: This amendment changes the effective date of the ordinance from June 1, 2021 to April 10, 2022. While the original ordinance set an effective date of June 1, 2021, the Cooperative Plan with the Town of Middleton, and the terms of the attachment agreement, the attachment won't actually go into effect until April 10, 2022. Thus, this amendment is necessary to make the delayed attachment ordinance consistent with the Cooperative Plan and terms of the attachment agreement.

An ordinance to create Subsection (598) of Section 15.01 of the General Ordinances of the City of Madison entitled "City Boundaries" and being part of the chapter entitled "Aldermanic Districts and Wards."

WHEREAS, a petition for attachment with scale map attached was filed with the City Clerk of Madison on March 4, 2016, and has been presented to the Madison Common Council requesting attachment of the below-described territory to the City of Madison from the Town of Middleton; said petition having been signed by the owners of all of the land in the territory and notice of the proposed attachment having been given to the Town of Middleton; and

WHEREAS, investigation by the City of Madison discloses that as of this date the above representations are true, the Common Council now accepts the petition as sufficient and determines that the said attachment proceeding meets the requirements of the City of Madison and Town of Middleton Cooperative Plan approved pursuant to Wis. Stat. § 66.0307;

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

1. Subsection (598) of Section 15.01 of the Madison General Ordinances is hereby created to read as follows:

"15.01(598) - There is hereby attached to the 1st Aldermanic District, the City of Madison, Dane County, Wisconsin, the following described property:

"A parcel of land located in the NE1/4 of the NE1/4 of Section 36, T7N, R8E, Town of Middleton, Dane County, Wisconsin described as follows: Commencing at the northeast corner of said Section 36; thence S00°48'28"W, 40.01 feet; thence S89°15'34"W, 461.02 feet along the south right-of-way line of Schroeder Road to the northwest corner of Lot 17, White Oaks, recorded in Volume 56-42B of Plats on Pages 118-119, Dane County Registry and the point of beginning; thence the following 5 courses along the existing City of Madison Corporate Boundary: S00°52'56"W, 224.80 feet along the west line of said Lot 17; thence S59°22'34"W, 69.97 feet along the northwesterly line of Outlot 4, said White Oaks; thence S89°15'33"W, 140.42 feet along the north line of Outlot 3, said White Oaks; thence N00°52'52"E, 259.68 feet along the east line of 2nd Addition to Green Tree Hills recorded in Volume 24 of Plats on Pages 31-32, Dane County Registry; thence N89°15'34"E, 200.10 feet along

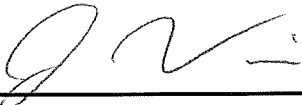
said south right-of-way line of Schroeder Road to the point of beginning. Said parcel contains 50,900 square feet (1.168 acres, 0.002 sq. mi.)."

2. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

3. This ordinance shall be effective on ~~June 1, 2024~~April 10, 2022.

EDITOR'S NOTE: At the time the attachment becomes effective, the land will be added to the appropriate aldermanic district and ward and zoning will be assigned.

I, Deputy City Clerk Jim Verbick, certify that this is a true copy of Ordinance No. 21-000489, file 65651, adopted by the Madison Common Council on June 15, 2021.



6/21/22
Date Certified



City of Madison

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

Certified Copy

Ordinance: ORD-22-00043

File Number: 71149

Enactment Number: ORD-22-00043

SUBSTITUTE - Amending Section 15.01(598) of the Madison General Ordinances entitled "City Boundaries" and being part of the chapter entitled "Aldermanic Districts and Wards" attaching property addressed as 60 White Oaks Lane to the 20th Aldermanic District; creating Section 15.02(446136) of the Madison General Ordinances entitled "Aldermanic Districts and Wards" to attach the property to Ward 446136; and amending Section 15.03(20) to add Ward 446136 to Aldermanic District 20.

DRAFTER'S ANALYSIS: On June 7, 2016, the Common Council adopted Ordinance 16-00059 (ID 42655) to attach 1.17 acres of land located at 60 White Oaks Lane, Town of Middleton based on a petition from the property owner, who sought to connect a new residence on the parcel to City of Madison sanitary sewer located in White Oaks Lane. Pursuant to the Cooperative Plan with the Town of Middleton a property owner may obtain municipal water and sewer with an agreement to pay for the costs of the service and a requirement to attach to the City with a delayed effective date of five (5) years. The effective date of Ordinance 16-00059 was June 1, 2021, which was subsequently amended to April 10, 2022 by Ordinance 21-00048 (ID 65651) on June 15, 2021.

The ordinance attaching the property did not assign a ward or polling place for the property and stipulated that the property be added to the 1st Aldermanic District upon the effective date of the attachment. However, due to redistricting, the surrounding property on the south side of Schroeder Road is located in the 20th Aldermanic District. The proposed ordinance amends the district designation for the property to the 20th District.

This substitute ordinance changes the assigned Ward from 146 to 136 based on state redistricting.

An ordinance to amend Subsection (598) of Section 15.01 of the General Ordinances of the City of Madison entitled "City Boundaries" and being part of the chapter entitled "Aldermanic Districts and Wards."

WHEREAS, the Town of Middleton and City of Madison entered into a cooperative plan dated September 29, 2003 pursuant to Wis. Stat. § 66.0307, which allows owners of properties to obtain municipal water and sewer with an agreement to pay for the costs of the service and a requirement to attach to the City with a delayed effective date of five (5) years; and

WHEREAS on March 4, 2016, the City of Madison Clerk received a petition executed by Janet Lounsbury, owner of real property located at 60 White Oaks Lane, Town of Middleton, to attach her property to the City of Madison as a condition of her connecting to available municipal sanitary sewer in White Oaks Lane; and

WHEREAS the Common Council adopted Ordinance 16-00059 (ID 42655) on June 7, 2016 to attach said property to the City with a delayed effective date of June 1, 2021; and

WHEREAS the effective date of the attachment was revised to April 10, 2022 by Ordinance 21-00048 (ID 65651); and

4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

I, Deputy City Clerk Jim Verbick, certify that this is a true copy of Resolution 22-00043, file no. 71149, adopted by the Madison Common Council on May 24, 2022.



6/21/22

Date Certified

PETITION FOR ATTACHMENT

The undersigned petitions the City of Madison for attachment as follows:

1. The undersigned is the owner of all of the real property described in the attached Exhibit I.
2. The undersigned hereby petition and request the territory described in the attached Exhibit I to be directly attached to the City of Madison with a deferred effective date that would keep the property in the Town of Middleton for up to 5 years following adoption of the attachment.
3. A scale map of the property to be attached, marked Exhibit II, showing the boundaries of such territory and the relation of the territory to the municipality to which attachment is requested, is attached hereto and incorporated by reference in this petition.
4. The tax parcels affected by this attachment are shown on the attached Exhibit III.
5. The area of the property to be attached is 50,900 square feet; 1.168 acres.
6. The current population of the territory to be attached is two (2 for electors).
7. There is currently one dwelling unit located on the property to be attached.
8. The undersigned state and affirm their unanimous approval of the proposed attachment.

Owner-

Janet Lounsbury
Janet Lounsbury
60 White Oaks Lane

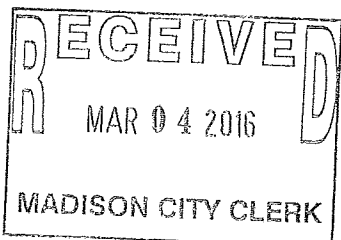
Date - 3-1-16

Daughter-

Patricia Borman
Patricia Borman
60 White Oaks Lane

Date - 3-1-16

608-271-0372
608-712-1910



ATTACHMENT AGREEMENT
Between the City of Madison and Janet Lounsbury

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter "City"), 210 Martin Luther King Jr., Blvd., Madison, Wisconsin 53703, and Janet Lounsbury is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, Janet Lounsbury (hereinafter "Owner") is the sole owner of the property identified with Tax Key Number 0708-361-8050-8 located at 60 White Oaks Lane in the Town of Middleton, Dane County, Wisconsin, described and illustrated in Exhibits A and B (hereinafter "Property"); and,

WHEREAS, Property currently is not connected to the City sanitary sewer or water services, although sanitary sewer and water mains run by the property under White Oaks Lane; and,

WHEREAS, Owner now desires to connect Property to the City sanitary sewer and/or water services; and,

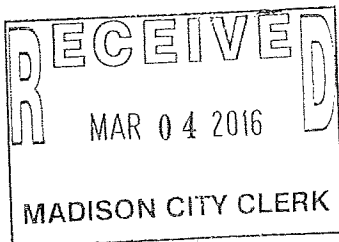
WHEREAS, under the Final City of Madison and Town of Middleton Cooperative Plan ("the Plan"), approved on December 11, 2003 pursuant to Wis. Stat. §66.0307, Property is scheduled to attach to City on the February 3, 2042; and,

WHEREAS, under Section 14.03 of the Plan, Owner may request connection to the City sewer and/or water services prior to 2042, provided that the Owner agrees to pay for extension of the services to Property over a five-year period with interest, and Owner agrees to the attachment of the Property to the City at the end of the five-year period; and,

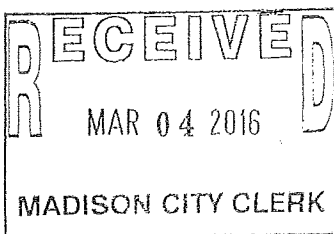
WHEREAS, Owner agrees to the terms of service and future attachment of the Property to the City under the terms and conditions outlined herein;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, terms and conditions hereinafter set forth, Owner and City, with intent to be bound, do hereby agree as follows:

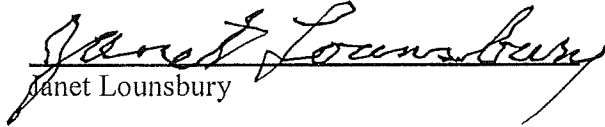
1. Owner shall petition for attachment of the Property to the City of Madison. Five (5) years after the date that sewer and/or water services are first extended to the Property, the City may, pursuant to Section 14.03 of the Plan, attach the Property to the City by Attachment Ordinance without consent of the Owner or residents of the Property, subject to the procedural requirements of Section 12.01 of the Plan.
2. Upon filing an attachment petition with the City and the execution of this Agreement, Owner may connect Property to the City sanitary sewer and/or water service in the manner specified in the Madison General Ordinances and policies in effect at the time of filing the petition. Owner is responsible for all the costs to connect Property to the sanitary sewer and/or water services as well as the customary and ordinary connection charges imposed by the City. Owner also agrees to pay any sewer area charges levied by the Madison Metropolitan Sewerage District (MMSD) as determined by MMSD. Upon connection to the sanitary sewer and/or water services, Owner will become a customer of the respective utility, and agrees to be bound by the terms of service thereof.



3. Owner further agrees to pay for any costs that may be incurred by the City to extend service to the Property over a period of five (5) years, with interest. Costs for extension shall be determined on the same basis as costs generally applicable for extensions to similarly situated property within the City.
4. Owner agrees that any unpaid costs or special assessments associated with the sewer and/or water service, including any costs related to the extension of service to the Property, as set forth in Sections 2 and 3 of this Attachment Agreement, may be recovered by the City through the imposition of special assessments or special charges against the Property pursuant to Wis. Stat. Sec. 66.0707. Owner agrees not to contest the imposition of such special assessments or special charges against Property.
5. This Agreement shall run with the land, be recorded in the Office of the Dane County Register of Deeds and shall be binding upon Owner, as well as Owner's successors, assigns, heirs, or any other person taking any interest or right in the Property after the date on which this Agreement is executed.
6. This Agreement shall be subject to enforcement by specific performance in a court of law or equity should Owner refuse to abide by the terms and conditions of the Agreement. Owner shall pay all court costs and attorney's fees that the City expends in an action to enforce this Agreement.
7. In the performance of this Agreement, Owner agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political belief or student status. Owner further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.
8. This Agreement may be amended only by written instrument signed by both parties.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by individuals and officers duly authorized on the dates noted below.


Janet Lounsbury

3-1-16
Date

FOR THE CITY OF MADISON

Paul Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

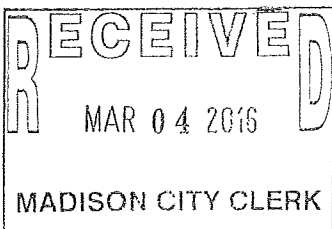
Date

Approved as to form:

Michael P. May, City Attorney

Date

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



The City and Town have independently determined that the long-term boundary established by this Cooperative Plan best promotes the mutual public health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy of development within both the City and the Town.

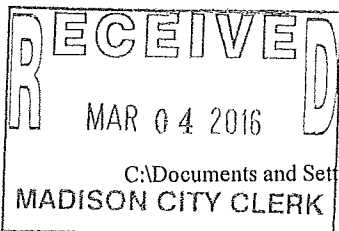
SECTION 10
SANITARY SEWER AND WATER SERVICE TO BE PROVIDED BY THE CITY AND
ON-SITE SEWAGE PERMITS BUILDING PERMITS AND LAND DIVISION TO BE
RESTRICTED WITHIN THE BOUNDARY ADJUSTMENT AREA

The City will plan for and construct public sanitary and water service infrastructure throughout the Boundary Adjustment Area from time to time, as Town lands become attached to and developed in the City. The City will be the only provider of these services and the Town shall not create any additional sanitary districts within the Boundary Adjustment Area. With one conditional exception noted below, the City will continue its ordinance policy of not extending public sewer and water to serve unincorporated territory.

New construction in the Town on private water wells and on-site septic systems will be generally limited to one principal use building on existing lots. Lots five acres or more in size may be split into only two lots for residential purposes without requiring attachment to the City. Any other development may only occur subject to attachment, or subject to conditional approval and subsequent attachment as soon as sewer and water are available. The Town shall not grant any building or land division approvals contrary to these restrictions.

In order to encourage the early transition from on-site septic systems to public sanitary sewer service and from private water wells to a municipal water supply, any owner of property in the Town shall be entitled to conditionally receive such public utility service whenever available. The conditions are that the owner must agree to pay any costs of extension and connection to those services 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. The City will be protecting 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 public utility services over five years, without also having to pay a higher local share of property taxes to the City.

The City has contacted officials at the Madison Metropolitan Sewerage District to review the procedure for annexing territory in the Boundary Adjustment Area to the District for public sanitary sewer service prior to its attachment. Once this Cooperative Plan is approved by the City, Town and Department of Administration, the City and Town submit that it will constitute an adopted plan within the meaning of Sec. 200.05(4)(b), and it will promote the legislative goals of sub.(4)(c)therein, as incorporated by Sec. 200.15(2), Wis. Stats. It is anticipated that the District will either process individual petitions for annexation to the District or annex the entire Boundary Adjustment Area in one or more larger blocks.



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 Regional Planning Commission and the Wisconsin Department of Natural Resources must approve the request.

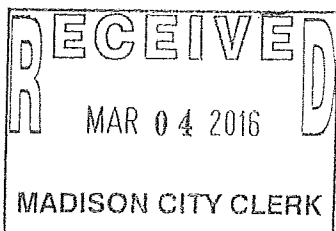
SECTION 11
ATTACHMENT OF TERRITORY IN BOUNDARY ADJUSTMENT
AREA OF TOWN TO CITY

11.01 Intermediate Attachments. There may be Intermediate Attachments of territory in the Boundary Adjustment Area of the Town to the City prior to the Final Attachment hereinafter provided. The Procedure for Intermediate Attachments recognizes a political compromise respecting the desire of the current property owners in the Boundary Adjustment Area to remain Town property owners for as long as the boundary adjustment period of the Cooperative Plan subject to Final Attachment in 2042, unless those property owners petition the City for Intermediate Attachment. Real Estate sales statistics show that very few property owners retain title to a given parcel of real estate for more than thirty years. This means that the majority of property owners who do eventually attach to the City will likely be those who bought their property knowing that attachment to the City is required by February of the year 2042.

11.02 Final Attachment.

There shall be a Final Attachment of territory in the Boundary Adjustment Area of the Town to the City, including all territory remaining in the Boundary Adjustment Area of the Town, irrespective of ownership, occupancy, use or any other factors, effective on the first Monday of February, 2042, or thereafter as provided under the Procedure for Final Attachment in subsection 12.02 below.

11.03 Immediate Attachment. Effective January 1, following approval of this Plan by the State of Wisconsin Department of Administration, the boundary between the City and Town is adjusted to attach the cemeteries and road rights-of-way identified on Exhibit 6 to the City. At that time, the City Clerk shall provide notice of this Immediate Attachment, as required under the Procedure for Intermediate Attachments in paragraph 12.01(b) below.



management and park and recreational purposes. Development within these corridors is prohibited.

7. For any land division in the Transition Area, both east and west of the Boundary Line, an 80-foot wide landscaped building setback shall be provided as a condition of any development approval.

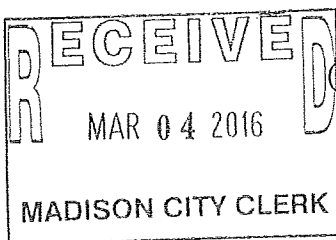
SECTION 14
DESIGN AND CONSTRUCTION OF PUBLIC STREETS, SIDEWALKS,
IMPROVEMENTS, AND PLACEMENT OF PUBLIC UTILITIES
IN STREET RIGHT-OF-WAY IN BOUNDARY ADJUSTMENT AREA PRIOR TO
ATTACHMENT OF TOWN TERRITORY TO CITY

14.01 The City shall use public highway rights-of-way to extend municipal services wherever reasonably possible. The Town shall permit use of Town roads within the Boundary Adjustment Area and the full width of Blackhawk Road and highways along the Boundary Line 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.

14.02 The City may levy special assessments against a parcel of property in the Boundary Adjustment Area of 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 that it shall timely approve each such special assessment levy by separate resolution pursuant to said statute.

- (a) 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.
- (b) Payment of such special assessments shall be deferred and interest shall not accrue thereon until the parcel is attached to the City.
- (c) Notwithstanding paragraph (b) 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.

(d) Each such special assessment shall be payable in six annual installments with interest, from the date of attachment.



- (e) 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 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 that it shall timely approve each such special charges levy by separate resolution pursuant to said statute. Any subsequent assessment 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 six annual installments.

14.03 Notwithstanding subsection 14.02, any owner of property in the Town shall be entitled upon request to receive City sewer and/or water services prior to attaching 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 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. At any time after five years from the date that services were extended to the property under this paragraph, the City may attach the property by Attachment Ordinance adopted by majority vote of the elected members of the Common Council without consent of the property owner(s) or residents, subject to other procedural requirements of subsection 12.01 of this Plan. This paragraph does not supersede subsections 11.02 and 12.02 of this Plan. This paragraph applies only to existing parcels and parcels created under paragraph (e) of subsection 13.02. An owner's entitlement to receive sewer and/or water services under this paragraph applies only to: existing uses on existing parcels as of March 28, 2002; new or expanded uses on existing parcels after March 28, 2002, 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 (e) of subsection 13.02.

14.04 The Town shall not establish any new sanitary districts east of the Boundary Line.

