

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

**APRIL 20, 2006**

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

## 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.

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.

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

(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:

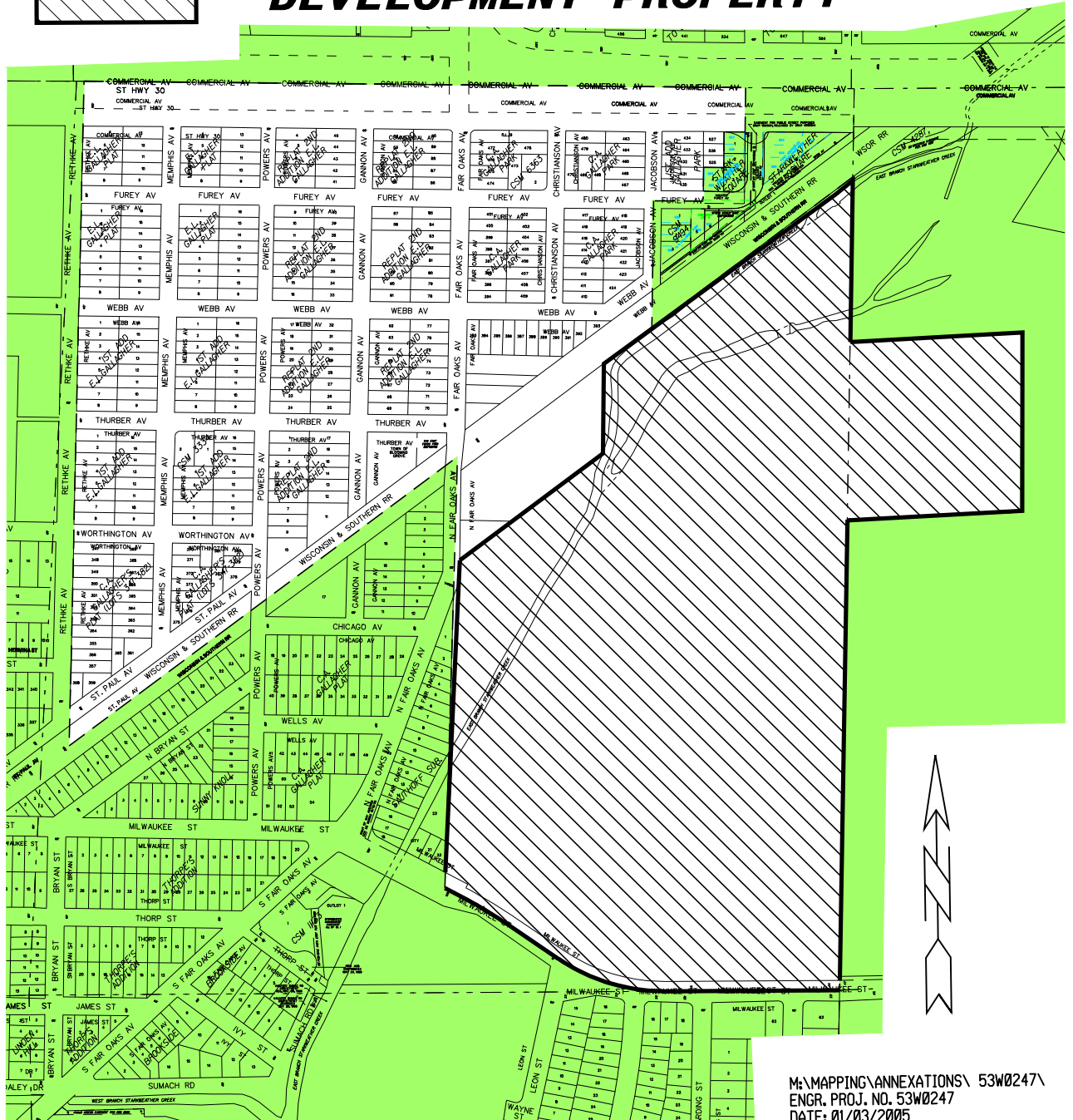
(1) Lots in Rustic Acres in existence on February 18, 2005 that are immediately adjacent to Milwaukee Street or Sprecher Road may be developed in compliance with the City’s neighborhood development plan or Comprehensive Plan in effect at the time such lots are developed, and in compliance with the City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

# COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE



## COOPERATIVE DEVELOPMENT PROPERTY



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

## **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.