



To: Applicants for Entry Level Police Officer position

From: Scott T. Gregory, Chief of Police

CC:

Date: April 16, 2007

Re: Boundary Agreement with cities of Fitchburg and Madison

In November 2002 the Town of Madison signed a Boarder Agreement with the city of Fitchburg and city of Madison. This agreement provided the following:

1. The Town will remain a town for twenty years, except as noted below.
2. UW Arboretum lands owned by the UW, Genesis Corporation and Mortenson Investment Group will be detached from the Town of Madison and attached to the city of Madison. This occurred in 2002.
3. City of Madison will be allowed two other detachments
 - a. Detachment one occurred in 2004 and consisted of areas in the Todd Drive area. This detachment will occur in two phases. Phase 1 has already occurred. Phase 2 may occur on July 6, 2009.
 - b. Detachment two occurred in 2006 and consisted of areas on and around S. Park Street. There are two other phases that may occur no sooner than July 1, 2011 for area 2 and no sooner than July 1, 2016 for parcels in area 3.
4. City of Fitchburg will be allowed one detachment

The Boarder Agreement provides Town employees to gain job security in the form of continued employment and severance benefits. The Boarder Agreement has a protected period until 11:59 pm on October 30, 2022.

Attached with this memorandum is the Intergovernmental Agreement between the municipalities, information regarding the Todd Drive detachment and S. Park Street detachment. If you have questions regarding this intergovernmental agreement please read the attached documents. Further questions about the Boarder Agreement may be addressed to the Town's Business Manager, Renee Schwass at 608-210-7260 or schwassr@town.madison.wi.us.

INTERGOVERNMENTAL AGREEMENT

AMONG

TOWN OF MADISON, CITY OF MADISON AND CITY OF FITCHBURG

The parties to this Agreement are the Town of Madison, the City of Fitchburg, and the City of Madison, all located in Dane County, Wisconsin.

RECITALS

- A. The Town of Madison and the City of Madison have a long history of boundary disputes, including a dispute over whether the Town should continue to exist as a separate governmental entity.
- B. Recent developments in this history of disputes include a State budget bill proposal for the City of Madison to annex the Town in its entirety and a petition by the City of Fitchburg (presented at the Town's request) to annex those portions of the Town contiguous to Fitchburg. Fitchburg's petition is pending in Dane County circuit court. These developments and others render the Town's long-term future uncertain.
- C. While facing the prospect of further disputes and protracted litigation, the parties have explored a boundary agreement that would determine the Town's future with certainty, put an end to disputes and litigation over Town territory, and establish a basis for future intergovernmental cooperation.
- D. The Town and the Cities desire to provide for an orderly transition of Town territory from town to city government, preserve the Town's financial integrity while it remains a town, and establish long-term rational boundaries between the City of Fitchburg and the City of Madison that reasonably satisfy each city's goals.
- E. To attain the objectives of the Town and the Cities, and to provide for their mutual peace and cooperation that will be beneficial to citizens in all three communities, the Town of Madison, the City of Fitchburg, and the City of Madison desire to enter into this intergovernmental Agreement.

AGREEMENT

Therefore, in accordance with the authority granted them under Wisconsin statutes and for their mutual benefit and in the public interest, the Parties agree as follows:

1. Town Protected for a Period of 20 Years

A "Protected Period" is established for the Town:

The Town remains a town for 20 years. Town territory remains intact, except as provided below. There will be no annexations or other jurisdictional boundary changes of the Town during the Protected Period unless: (1) approved by all property owners affected; and (2) approved by the Town board and by the common council of the annexing City. The Town and the Cities may shorten the Protected Period by mutual agreement.

2. Future Boundary

- A. A future boundary is established (the "Line"). The Line is depicted and described on Exhibit A, attached.
- B. At the end of the Protected Period, Town territory north of the Line becomes part of the City of Madison, and Town territory south of the Line becomes part of the City of Fitchburg. Except as provided in paragraph 3(d)(3) below, if there are any mutually agreed annexations before the end of the Protected Period ("Early Annexations"), lands north of the Line may be annexed only by the City of Madison. Lands south of the Line may be annexed only by the City of Fitchburg. Territory in an Early Annexation need not be contiguous to the annexing City. (It will become contiguous at the end of the Protected Period.)

3. Early Annexations

- A. The general rule is no Early Annexations except upon approval of: (1) all property owners affected; and (2) the Town Board.
- B. A limited exception to this general rule is created for the potential creation of a tax incremental financing or redevelopment district, or both (Early TID-RD Annexation).
- C. Either the City of Madison or the City of Fitchburg shall be entitled to an Early TID-RD Annexation if the following conditions are met:
 - (1) The City has conducted the necessary blight studies and prepared a complete TID or redevelopment plan that includes some territory in the Town. The Early TID or RD attachment may consist of multiple parcels, which need not be contiguous, and shall include no more Town territory than is included in the prepared plan which is

consistent with applicable law. The City shall proceed expeditiously with the statutory plan approval process and implementation of the TID or RD upon annexation of the Town territory.

- (2) The City agrees to provide revenue sharing payments to the Town to compensate the Town for lost local tax revenues. The Town shall keep 100% of the local government share of tax revenues for the year of the Early TID or RD annexation. The City shall pay the Town that same amount annually for nine subsequent years, but not beyond the Protected Period. Payments are due in two equal installments: the first due on February 15, and the second due on August 15. The amount and schedule of revenue sharing payments may be modified by mutual agreement.
- (3) If the Cities and the Town do not agree on whether these conditions have been met, the affected City or the Town may submit the matter to binding arbitration. In that case, the annexation shall not occur unless and until the arbitrator determines that the conditions have been met. The arbitrator shall be directed to decide the matter expeditiously.
- (4) The City of Madison may employ an Early TID or RD Annexation no more than twice, and the City of Fitchburg no more than once, during the Protected Period.

D. Four Additional Early Transfers of Jurisdiction

- (1) Property that is owned by Genesis and the Fountain of Life Church, which is within a pending annexation petition, shall be annexed to the City of Madison, effective upon adoption of the annexation ordinance, and shall include only those parcels, pursuant to agreement of the parties, provided the Town and City of Fitchburg agree not to challenge the validity of the annexation on the basis that the annexed property is not contiguous to the City of Madison or that it includes less property than described in the annexation petition, but the Town and Cities preserve their rights otherwise. Regarding the Genesis property, at the end of the Protected Period, Genesis is detached from the City of Madison and attached to the City of Fitchburg, and beginning August 15 after the end of the Protected Period, and for twenty years thereafter, the City of Fitchburg shall pay the City of Madison a Property Tax Payment in the amount as follows:

The outstanding and remaining portion of the \$575,000 CDBG Loan, divided by 1,000 and then multiplied by 8.78.

- (2) Arboretum lands currently in the Town and owned by the University of Wisconsin Board of Regents shall be annexed to the City of Madison effective upon State approval of the Agreement. This annexation shall not include the Beltline right-of-way.
- (3) Property within a pending annexation petition by Mortenson Investment Group shall be annexed to the City of Madison effective upon adoption of the annexation ordinance, subject to a tolling agreement to be signed by the Parties, and a reservation of rights of all parties otherwise, enabling the Town and City of Fitchburg to challenge the validity of the annexation judicially, in the event that State approval of the Agreement is not obtained. The City of Madison shall make a revenue-sharing payment to the Town annually, beginning in the year when local taxes are first paid to the City, continuing through and including 2017, but not beyond the Protected Period. The annual amount shall be equal to the local taxes on the property in 2002. Payments are due in two equal installments: the first due on February 15, and the second due on August 15.
- (4) Upon State approval of the Agreement, the E-Way conservancy land in the Nine Springs Area, adjacent and along Highway 14, north to Highway 14 and south to Clayton Road (as depicted in Exhibit A) shall become a part of the City of Fitchburg by detachment from the City of Madison; the 31-acre parcel in the E-Way owned by the City of Madison between McCoy Road and Clayton Road shall be conveyed by warranty deed to the City of Fitchburg. Separate from State approval, the City of Madison agrees to adopt, concurrent with its approval of this Agreement, such ordinances and resolutions to accomplish the following:
 - a. Extend interim, temporary public water service to Fitchburg to the Rimrock Property until December 1, 2005, and extend Fitchburg's obligation to complete construction of its own water supply to the Rimrock Property until November 30, 2005, or such later dates as shall provide Fitchburg two full years' notice to meet its construction obligation;
 - b. Void Ordinance No. 11,291, upon State approval of this Agreement; and

- c. Amend Madison General Ordinance Section 13.16 to include the Rimrock Property in the Madison service area effective upon State approval of this Agreement.

4. Town Retains Governmental Authority

Except as otherwise mutually agreed, the Town retains full and independent governmental authority throughout the Protected Period. The Town shall exercise that 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 Cities at the end of the Protected Period.

5. Joint Land Use Decisions

During the Protected Period, the following land use decisions will be made jointly by the Town and the City designated to take over the area in question:

- (1) Extraterritorial zoning (ETZ) shall be established. During the Protected Period, decisions shall be made by a joint committee that has three Town members and three City members. (There shall be two such committees: one for the area north of the Line and another for the area south of the Line.) Initially, ETZ shall be established conditionally, to take effect upon State approval of this Agreement.
- (2) Land division authority shall be exercised jointly by the Town and the Cities through their use of extraterritorial jurisdiction (Madison for the area north of the Line; Fitchburg for the area south of the Line.)

6. Public Transportation and Public Improvements

During the Protected Period, the Town and the Cities agree to maintain support for the Madison Metropolitan Transit System in equitable proportions.

The Town and the Cities agree that in levying special assessments for public improvements caused by a new development or redevelopment, they may credit benefitted properties for special assessments previously levied against such properties for improvement components of the same type.

The Town and the Cities agree that for any street lying partly in two or three of their jurisdictions, or for any street that under the Agreement shall eventually be within another jurisdiction, they shall not rename such street

if the renaming is opposed in writing by three-fourths or more of the owners of property abutting on the street segment proposed for renaming.

7. Job Continuity for Town Employees

The Town and the Cities shall cooperate to provide job security and job continuity for Town employees. In the absence of some other mutual Agreement, Town employees shall have job security in the form of a severance benefit. Any person who is a Town employee at the end of the Protected Period, and who is not offered suitable employment by either of the Cities on terms at least equivalent to those provided by the Town job, shall be entitled to a lump sum severance payment according to the following schedule:

<u>Duration of Town Employment</u>	<u>Amount of Severance Payment</u>
Less than 6 months	none
More than 6 months, less than 5 years	3 months' pay
More than 5 years, less than 10 years	6 months' pay
More than 10 years, less than 15 years	9 months' pay
15 years or more	1 year's pay

The amount of pay for the above purpose shall not exceed the level of pay for comparable positions in either City.

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

This severance benefit is the joint obligation of both Cities, and shall be paid by one or both Cities, not the Town. The Cities may share the cost between them as they mutually agree. Such cost sharing shall be taken into account in the division of assets and liabilities under paragraph 9 below.

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

- A. The Town and the Cities shall cooperate in good faith to implement the Agreement, and may enter further agreements to facilitate a smooth transition at the end of the Protected Period. The Town and the Cities agree that they shall not hinder the performance and implementation of the

Agreement in any way and that they will not oppose the 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 the Agreement or otherwise.

- B. The Town and Cities agree to pursue further cooperative agreements that will qualify each of them for additional shared revenues.
- C. The Town and the Cities shall use their best efforts to secure timely State approval of the Agreement under the provisions of Wis. Stat. § 66.0307. Reference in this Agreement to “annexation” includes summary attachment procedures as part of a State-approved cooperative boundary plan.
- D. Provisions of the Agreement that take effect upon State approval, shall take effect after State approval and appeals, if any.
- E. The Town and the Cities agree that a party's failure to comply with paragraphs A or C in this section 8 will do substantial harm to the other parties, 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 any party breaches paragraphs A or C of this section 8, that party shall be liable to each of the other parties in the amount of \$250,000 liquidated damages or its actual damages, whichever is greater. The breaching party shall also be liable to the other parties for their actual attorney fees and costs to enforce this provision.

9. Ultimate Division of Town Assets and Liabilities

Town assets and liabilities shall be divided between the Cities at the end of the Protected Period as they mutually agree. If they do not agree, the assets and liabilities shall be divided consistent with the provisions of Wis. Stat. § 66.0235, as may be equitably adjusted to take account of early annexations and revenue sharing. Notwithstanding the foregoing, the Cities agree that the division of assets and liabilities shall, upon Fitchburg's election, assign to Fitchburg ownership of the current Town Hall property and all assets integral to fire protection and EMS operations.

10. Disputes Settled by Arbitration

Except as to liquidated damages under paragraph E of section 8, disputes over compliance with the Agreement shall be resolved by binding arbitration. Mediation may be used prior to arbitration if all parties agree.

11. Binding Effect

The Agreement shall bind, and accrue to the benefit of, all successors of the parties, whether one or more. Except as to the rights of owners of land currently in the Town as expressly set forth herein, the 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.

12. Recording

The parties shall cause a notice of the Agreement to be recorded in the office of the Register of Deeds.

13. Challenge to Agreement

- A. All parties waive all rights to challenge the validity or enforceability of the Agreement or any of its provisions or to challenge any actions taken pursuant to or in accordance with the Agreement.
- B. In the event of a court action by a third party challenging the validity or enforceability of the Agreement or any of its provisions, all parties shall fully cooperate to vigorously defend the Agreement.
 - (1) If only one party is named as a party to the action, the others 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 all parties.
 - (3) The workload to defend the Agreement shall be shared equally.
- C. A challenge to the Agreement by one of the parties or a failure to vigorously defend the Agreement constitutes a breach of the Agreement.

14. Remedies

In addition to other remedies provided in the Agreement,

- A. Any party may seek specific performance of the 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.

15. Term

The term of the Agreement shall commence when approved by the governing bodies of the parties and executed by the authorized representatives of the parties and shall terminate at 11:59 p.m. on October 30, 2022.

16. Entire Agreement

The 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 the Agreement. The 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 any party.

17. Authority

Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to authorize the Agreement. Attached are copies of the resolutions of the governing bodies of all parties, authorizing the Agreement. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.

18. Counterparts

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

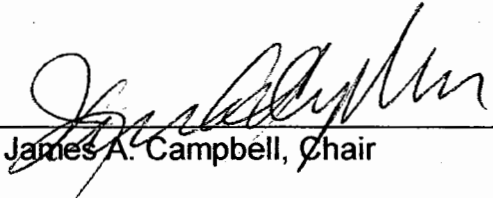
19. Non-Discrimination

In the performance of the services under the 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 on the

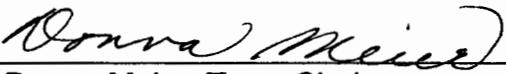
Agreement because of race, religion, color, age, disability, sex, or national origin.

Dated this 8th day of November, 2002.

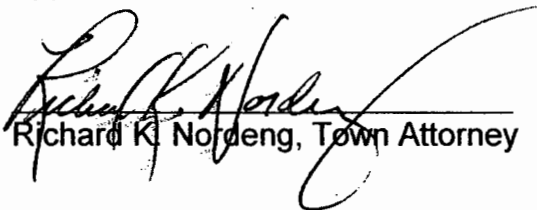
TOWN OF MADISON
Dane County, Wisconsin

By: 
James A. Campbell, Chair

Attest:



Donna Meier, Town Clerk


Approved as to Form:


Richard K. Nordeng, Town Attorney

Dated this 8th day of November, 2002.

CITY OF FITCHBURG
A Wisconsin municipal corporation

By: 
Mark Vivian, Mayor

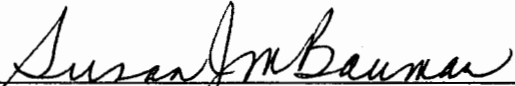
By: 
Karen A. Peters, Clerk

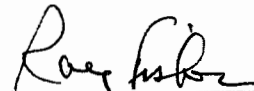
Approved as to Form:


M. Elizabeth Winters, City Attorney

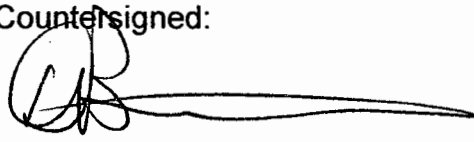
Dated this 8th day of November, 2002.

CITY OF MADISON
A Wisconsin municipal corporation

By: 
Susan J. M. Bauman, Mayor

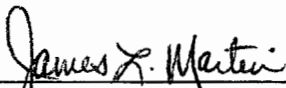
By: 
Ray Fisher, City Clerk

Countersigned:



Dean Brasser, City Comptroller

Approved as to Form:


James L. Martin, City Attorney

Attachment:

Exhibit A - Future Boundary Line
Authorizing Resolutions of All Governing Bodies

EARLY ATTACHMENT AGREEMENT AND SETTLEMENT OF ARBITRATION

RECITALS

- A. The City of Madison ("City") proposed an Early Attachment in the Todd Drive area pursuant to sec. 8.A.3. of the City of Madison, City of Fitchburg and Town of Madison Cooperative Plan ("Plan").
- B. The Town of Madison ("Town") objected to the Early Attachment and demanded arbitration of the issue in accordance with sec. 8.A.3.c) of the Plan.
- C. The City and the Town agree that the following settlement of the dispute over the Early Attachment recited above is in the public interest, and is authorized by the Plan and by sec. 66.0301, Wisconsin Statutes.

AGREEMENT

Therefore, the City and the Town agree as follows:

1. The City shall not adopt the attachment ordinance in the form previously proposed in Ordinance ID No. 35741, presented on March 16, 2004.
2. The matter is withdrawn from arbitration.
3. The City may adopt an attachment ordinance providing for immediate attachment of some territory and attachment of the remainder on July 6, 2009 (unless the Protected Period is shortened because the Town ceases to exist as a separate entity), as set forth in the attached 2nd substitute ordinance.
4. This Agreement constitutes notice under sec. 8.A.3. of the Plan and the Town waives its rights under the Plan to object to or challenge the attachment as set forth in the attached 2nd substitute ordinance.
5. The two phase attachment set forth in the attached 2nd substitute ordinance constitutes a single Early Attachment under sec. 8.A.3.d) of the Plan. The City is permitted to make a second Early Attachment in a different area of the Town during the Protected Period pursuant to sec. 8.A.3, notwithstanding the two phase nature of the attachment in the attached 2nd substitute ordinance.

6. Revenue sharing for the territory attached in 2004 shall be as set forth in sec. 8.A.3.b) of the Plan. That is, the Town shall keep 100% of the local government share of tax revenues for 2004 ("base year revenue sharing amount"). The City shall pay the Town that 2004 base year revenue sharing amount annually for nine (9) subsequent years, but not beyond the Protected Period, with payments due in two equal installments on February 15 and August 15 in each of the years 2006 to 2014, inclusive.


7. As to the Town parcels attached to the City in 2009 as part of the two phase attachment, the revenue sharing is modified by reducing the number of payments pursuant to sec. 8.A.3.b) of the Plan to provide that the Town shall keep 100% of the local government share of tax revenues for 2009 ("base year revenue sharing amount"), and the City shall pay the Town that 2009 base year revenue sharing amount annually for four (4) subsequent years, but not beyond the Protected Period, with payments due in two equal installments on February 15 and August 15 in each of the years 2011 to 2014, inclusive. In the event that the Protected Period is shortened because the Town ceases to exist as a separate entity, the City's revenue sharing obligations under this Agreement shall terminate as of the date the Town ceases to exist.

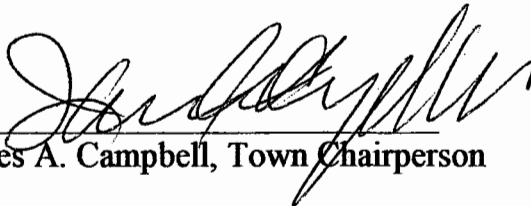
8. The Town acknowledges the City's substantial fiscal commitment to the publicly and privately funded redevelopment of the Todd Drive area and agrees that, in the next five years, it shall continue its strong public building, health and safety code inspection and enforcement activities on the Town parcels to be attached to the City in 2009. The Town and the City will cooperate on all public building, health and safety code enforcement and police activities relating to City and Town parcels to support the public-private initiatives necessary to spur redevelopment of the Todd Drive area.


Signed this 20th day of July, 2004, in Madison, Wisconsin.


CITY OF MADISON

TOWN OF MADISON

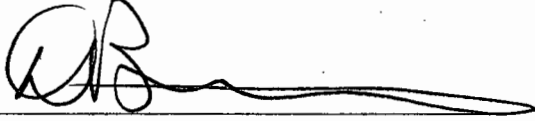
By 
 David J. Cieslewicz, Mayor

By 
 James A. Campbell, Town Chairperson

By 
 Ray Fisher, Clerk

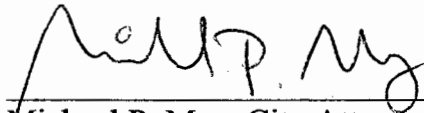
By 
 Donna L. Meier, Town Clerk

Countersigned:

A handwritten signature in black ink, consisting of a large, stylized 'D' and 'B' followed by a long horizontal flourish.

Dean Brassler, City Comptroller

Approved as to form:




A handwritten signature in black ink, appearing to read 'Michael P. May' in a cursive style.

Michael P. May, City Attorney




Town of Madison, City of Fitchburg, City of Madison Map of Boundary Changes

Legend




JURISDICTIONS

-  City of Fitchburg
-  City of Madison
-  Town of Madison

AREAS OF ANNEXATION

-  City of Madison Land to be Attached to Fitchburg
-  City of Madison Land to be Deeded to Fitchburg
-  Voided Annexation to the City of Madison

AREAS OF TRANSITION

-  New Fitchburg/Madison City Limits
-  Genesis Small Business Incubator
-  Mortenson Investment Group

Prepared By: City of Fitchburg Planning Department

Source Data: City of Fitchburg
City of Madison
Town of Madison
Dane County Land Information Office

102102



SHERMAN AVE
TOWN ISLAND



WESTERN TOWN ISLANDS

GENESIS-
IMMEDIATELY TO MADISON,
THEN TO FITCHBURG
AFTER PROTECTED PERIOD

TOWN OF MADISON ARBORETUM
TO THE CITY OF MADISON
UPON STATE APPROVAL

MORTENSON INVESTMENT GROUP
ANNEXATION TO MADISON

CONSERVANCY TO FITCHBURG
UPON STATE APPROVAL



EXHIBIT A

**PROPOSED ARBITRATION SETTLEMENT AND MINOR AMENDMENT
TO CITY OF MADISON, CITY OF FITCHBURG, AND TOWN OF MADISON
COOPERATIVE PLAN**

RECITALS

- A. The City of Madison (the "City") has proposed an early attachment, which it claims is pursuant to section 8.A.3 of the City of Madison, City of Fitchburg and Town of Madison Cooperative Plan (the "Plan").
- B. The Town of Madison (the "Town") objected to the early attachment as not being in accordance with the Plan and demanded arbitration of the issue in accordance with section 8.A.3.c of the Plan. The City and Town mutually agree to the early attachment terms set forth in paragraph 1 below.
- C. The City, the Town, and the City of Fitchburg shall agree that the following proposed minor amendment to the Plan, set forth in paragraphs 2 through 4 below, is in the public interest. The City and Town agree to use their best efforts to secure timely State approval of the minor Plan amendment under applicable statutes.

NOW THEREFORE, the parties agree as follows:

- 1. a. The City shall not adopt the attachment ordinance in the form previously proposed. In 2006 or 2007, the City may attach all Town parcels identified as Attachment Area 1 on the map attached hereto and incorporated herein (the "Map") as Attachment A. This attachment shall be the City's second and final Early Attachment under the Plan, and it shall not require City of Fitchburg or State approval, as it is not an amendment to the Plan. This arbitration settlement agreement constitutes notice under section 8.A.3 of the Plan and the Town waives its rights under the Plan to object to or challenge the said attachment described herein.
- b. If the attachment of Attachment Area 1 takes effect before December 31, 2006, then each of the annual revenue sharing payments associated with the attachment shall be increased by \$12,000 over what they otherwise would be under the Plan. For example, if the "base year revenue sharing amount" under the Plan is \$100,000 for 2006, the year of the attachment, the amount of each annual revenue sharing payment from the City to the Town shall be \$112,000. The City intends to adopt its attachment ordinance on December 5, 2006, with an effective date of Monday, December 18, 2006.

- c. The matter of the City's previously proposed attachment ordinance is withdrawn from arbitration.
2. The Town shall continue property maintenance and building code enforcement procedures for all parcels contained in Area 2 and Area 3 on the Map. The property maintenance and building code enforcement procedures shall include:
- a. Log and document all property maintenance and building code complaints and contacts.
 - b. Perform an interior unit inspection of all property maintenance and building code complaints, prior to contacting the landlord.
 - c. Write violation orders for all code violations revealed by the initial inspections, prior to contacting the landlord.
 - d. Prosecute all code violations not corrected as ordered; however, the building inspector may reasonably extend the period for correcting the code violations.
 - e. Make records pertaining to paragraphs (a) through (d) available for review and potential copying by City personnel at the Town Hall upon request by the City.
3. The City may in the future attach a parcel or group of parcels in Area 2 or Area 3 if the following requirements are satisfied:
- a. Owner-Initiated Redevelopment Project.
 - (1) Definitions.
 - (a) "Redevelopment Project" means:
 - 1. The construction of, alterations of, or additions to any buildings, structures or accessory structures on a parcel or group of parcels; or
 - 2. The demolition of any existing principal building(s) or structure(s), provided that the demolition is:
 - (i) in preparation for construction of a new building(s) or structures(s);

- (ii) in preparation for the construction of additions or substantial alterations to existing building(s) or structure(s);
 - (iii) in preparation for the creation of a new open space or planned open space improvements; or
 - (iv) any combination of (i) through (iii).
 - 3. To constitute a Redevelopment Project, the estimated cost of the work to be performed pursuant to the redevelopment project on the parcel(s) proposed for attachment must exceed: (1) fifty percent (50%) of the highest equalized assessed value (including improvements) over the past five years of the parcel(s) proposed for attachment; and (2) be in excess of \$1,000,000.
 - 4. To constitute a Redevelopment Project, the parcel(s) proposed for attachment to the City under paragraph (2), below, must, as a group, be contiguous to territory already in the City that is part of the City's Redevelopment District.
- (b) "Implemented" means more than fifty percent (50%) of the proposed Redevelopment Project has been completed.
- (2) Not sooner than July 1, 2011 for any parcel in Area 2, and not sooner than July 1, 2016 for any parcel in Area 3, if any Town parcel is proposed to be included in a Redevelopment Project initiated by a property owner who desires to attach the parcel to and redevelop the property in the City, the parcel may be unilaterally attached to the City upon thirty (30)-days written notice to the Town. The property owner shall have a bona fide, owner-initiated Redevelopment Project proposal that has been reviewed and is supported by City Planning and Development staff. If the Town objects to the proposed attachment, the City may not attach the property unless and until an independent third party, acting under paragraph 3.b., below, determines that there is a bona fide, owner-initiated Redevelopment Proposal for the parcel(s) that meets all the requirements set forth in paragraph 3. of this agreement. The Redevelopment Project shall be

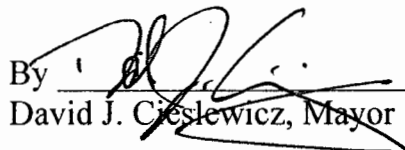
implemented within two years of attachment. If the Redevelopment Project is not implemented within two years of attachment, the City shall either:

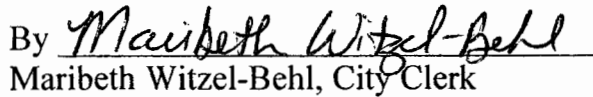
- (a) Detach the property back to the Town, or
 - (b) Pay additional revenue sharing to the Town. The amount of additional revenue sharing to be paid by the City shall be one hundred percent (100%) of the local government share of tax revenues (measured at the year of attachment), for the parcel or parcels on which the Redevelopment Project is planned for each full year, beyond two years, that the Redevelopment Project is not implemented. The additional revenue sharing shall be prorated for the year, after two years, that the Redevelopment Project is implemented. The City need not make payments under this paragraph until the Redevelopment Project is implemented and, thereafter, shall make the additional revenue sharing payments to the Town in equal parts spread over the remaining years for which it owes revenue sharing payments associated with attachment of the parcel(s). Notwithstanding the above, all payments due the Town under this paragraph must be made no later than January 1, 2017.
 - (c) Any dispute over whether or when a Redevelopment Project has been implemented shall be resolved by an independent third party under paragraph 3.b., below.
- b. For purposes of paragraph 3.a., above, the “independent third party” shall be an individual chosen by the director of Municipal Boundary Review of the Department of Administration, or the functional successor to that position. The individual shall not do substantial business for the City or the Town. Nor shall the individual do substantial business on behalf of others before the City or the Town. The individual shall be knowledgeable on the types of issues involved in the dispute. Any decision issued by the independent third party may not be appealed and shall be based on written submissions made by the parties. The independent third party shall issue his or her decision within twenty (20) days of receipt of the parties’ submissions.
4. The Town and City acknowledge that it is in their mutual interest to prevent the development of premises with chronic problems requiring police or building

inspection services and to address such premises once they develop so that the problems are resolved. The Town and City also acknowledge that the value of the City's investment in the Redevelopment District may be compromised if such premises develop and persist within or in proximity to the Redevelopment District. Accordingly, the Town and City agree that they shall confer concerning how to address such premises that may develop: (1) in City territory within the Redevelopment District; (2) in City territory within 1/4 mile of the Redevelopment District; or (3) in Town territory within Area 2 or Area 3. The Town further agrees that if the City proposes a plan for addressing such premises in Town territory within Area 2 or Area 3, which plan includes early attachment of lands to the City, the Town will in good faith consider agreeing to such attachment.


Signed this 15th day of December, 2006, in Madison, Wisconsin.

CITY OF MADISON

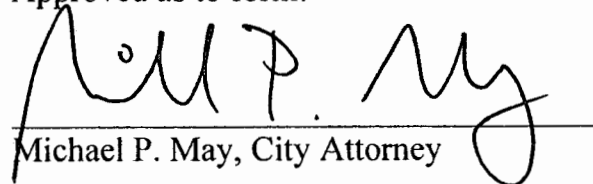
By 
David J. Cieslewicz, Mayor

By 
Maribeth Witzel-Behl, City Clerk

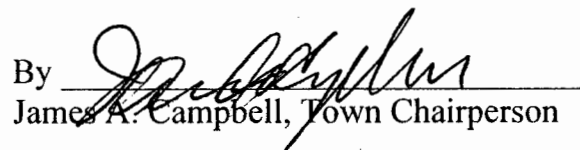
Countersigned:

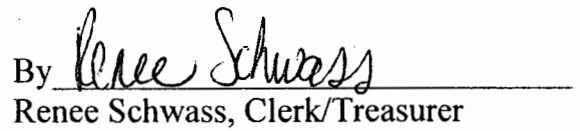

Dean Brasser, City Comptroller

Approved as to form:

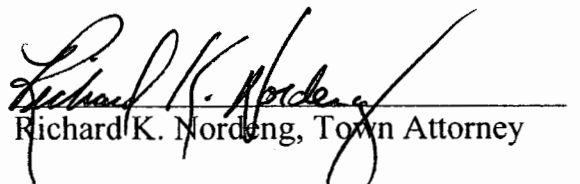

Michael P. May, City Attorney

TOWN OF MADISON







By 
James A. Campbell, Town Chairperson

By 
Renee Schwass, Clerk/Treasurer

Approved as to form:


Richard K. Nordeng, Town Attorney

Badger-Ann-Park Attachment

-  Badger Rd - Ann St - Park St - Redevelopment Area
-  Attachment Area 1
-  Area 2
-  Area 3
-  Parcel Id Number
-  City of Madison

0 200 400 800
Feet



Date: 14 November 2006 Revised Dec 7, 2006
Prepared by: Department of Planning & Development, Planning Unit, alm

