

TOWN OF COTTAGE GROVE
SPECIAL TOWN BOARD MEETING
AUGUST 30, 2021

- I. Notice of the meeting was posted at the Town Hall and on the Town's web site. Town Chair Kris Hampton and Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, along with Clerk Kim Banigan and City of Madison Planners Brian Grady and Jeff Greger. Virtual attendance was possible using gotomeeting.com
- II. Hampton called the meeting to order at 6:00 P.M.
- III. Discussion with City of Madison Principal Planner Brian Grady about the City's proposal for an Intergovernmental Agreement:

Grady began by stating that an Intergovernmental (boundary) agreement provided certainty to both parties in terms of long-range planning. The City of Madison has similar agreements with the Towns of Madison, Burke, Middleton and Blooming Grove, and the City of Fitchburg. They have also approached the Village of Cottage Grove. The proposed 40-year agreement (Exhibit A) consisted of map and list of conditions.

Area A: Madison would agree not to annex lands east of Area A on the map, and the Town would not oppose annexations to Madison or support annexations to any other municipality in Area A. The Town would also agree not to approve development in Area A, although each owner of 5 or more contiguous acres would be allowed to divide and rezone one parcel to create a single-family residence. (Property would be grouped by continuous ownership, with one division per ownership, not tax parcel.) Conditional use permits and rezones that stay within the same category (i.e., Ag rezoned to another Ag district or Residential rezoned to another residential district) would be allowable. In exchange, Madison would waive Extra-territorial jurisdiction (ETJ) for all lands east of Area A.

Area B would not have any restrictions, but is defined to identify it as an area that Madison would keep in their plans as a long-term growth area.

At the end of 40 years, the agreement could be renewed for another 10 years. Properties still in the Town at the end of the agreement would remain in the Town.

Grady provided a second map (Exhibit B) that includes the ETJ lines for the City of Madison and the Villages of Cottage Grove and McFarland on the western side of the Town. The red-hashed area marks the lands that would be free of ETJ review under the proposed agreement.

Anders asked whether the agreement would prevent annexation by another municipality in Area A, Grady said it would not. It would only be between the Town and City, although the City would like to secure agreements with the Villages of Cottage Grove and McFarland for this reason.

Anders asked if the agreement would preclude a previous agreement to allow the Town to connect to the MMSD interceptor near Gaston Road. Grady said that should the need arise to connect a Town subdivision to MMSD, nothing in this agreement would prevent it.

Anders asked how the City arrived at the eastern line for Area A? Grady said they looked at environmental features, especially Door Creek and lands that drain into it, and tried to keep property owners on one side or the other of the line as much as possible. Lines could be negotiable, but the City would want to replace any areas removed with areas elsewhere. Anders asked why the City wanted so much of the wetlands, Grady said it had to do with where the sanitary sewer line would go, it would most likely be at a low spot along the creek.

There was discussion about whether property owners in Area A would still be eligible to sell their RDUs, Hampton thought they should be able to. Grady said there is nothing in the agreement to prevent that.

Town Planning Consultant Mark Roffers was present virtually and asked to make a few comments. He said property owner rights with and without the agreement should be compared. Without the

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agreement there still could be annexations now that Madison is adjacent. Under the agreement, Madison is asking that Area A be kept as open as possible to not impede their future plans. The Town would secure the certainty of knowing where the City can and cannot annex. He noted that a counter proposal is a possibility, and said the greatest asset of the proposed agreement is the term of 40 years.

IV. Adjournment: **MOTION** by Williams/DuPlayee to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 6:52 P.M.

Kim Banigan, Clerk
Approved 09-20-2021

Proposed Town of Cottage Grove and City of Madison Intergovernmental Agreement

August 10, 2021

- 1. Area A.** Madison will not annex lands east of Area A (except for property acquisitions necessary to serve Area A with sanitary sewer and water). The Town will not oppose annexations to Madison in Area A. Further, the Town will not support annexation of land in Area A to any other municipality.

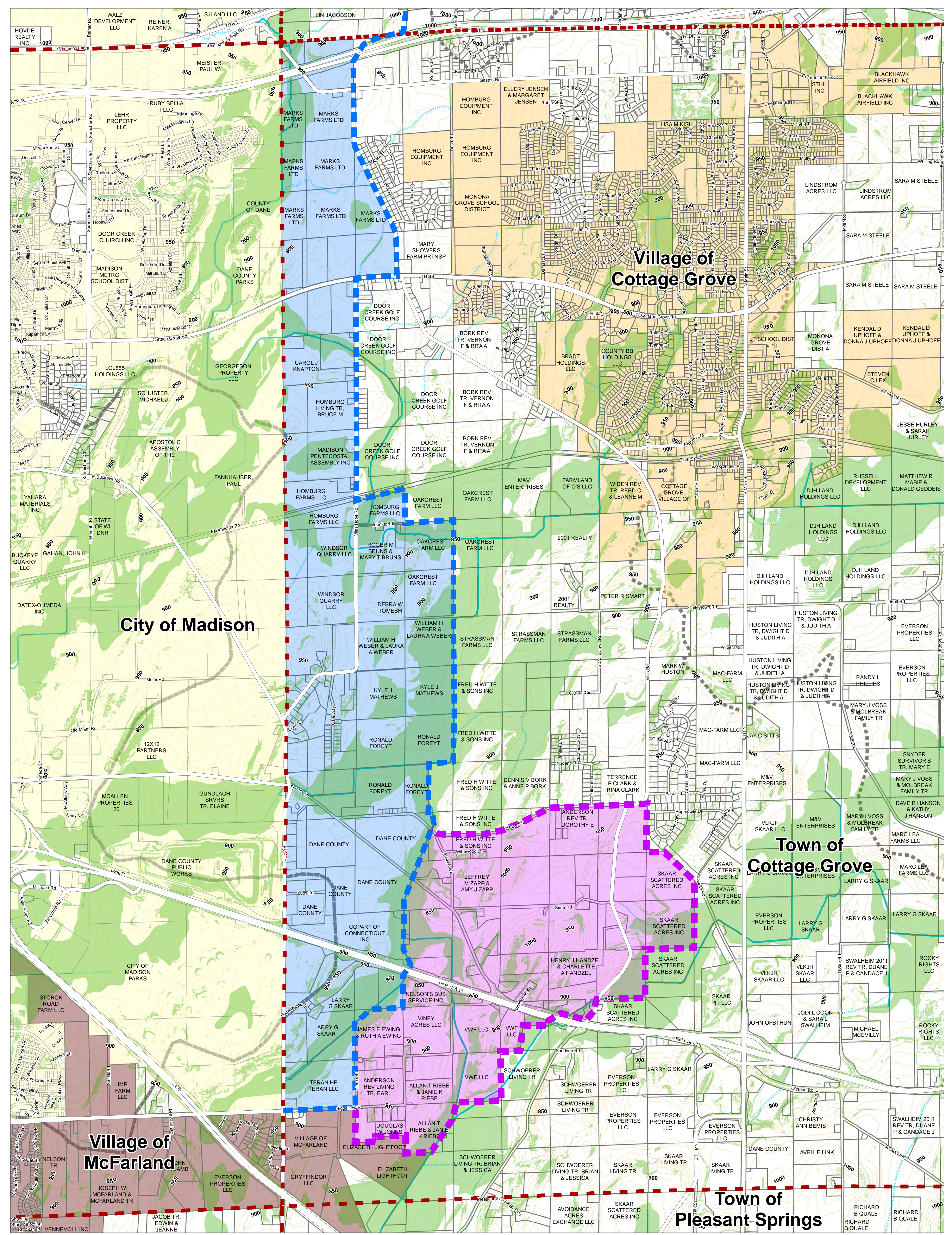
The Town will not approve development within Area A. Development refers to the division of land, a condominium, construction of more than one principal structure on a parcel, or rezoning a parcel from a residential or agricultural classification to a non-residential classification. If property owners in Area A want to develop their property, they shall annex the property to Madison and conform to Madison development requirements.

In Area A, the division of a five (5) acre or larger parcel of land, that exists as of the date of this agreement, into only two parcels for residential purposes is not considered "development" under this agreement. The owners may, subject to applicable Town and County regulations, divide and rezone the parcel to a single-family residential district and construct a single-family residence on each of the two parcels. A parcel is defined as the contiguous lands within the control of a single owner.

- 2. ETJ review.** Madison waives ETJ review for the entirety of the Town, except for Area A.
- 3. Area B.** Madison will keep Area B in its Comprehensive Plan as a long-term growth area.
- 4. Planned STH 12/18 and CTH AB Interchange.** Both parties will facilitate implementation of the planned interchange.
- 5. Planned STH 12/18 freeway conversion.** Both parties will facilitate implementation of the planned 12/18 freeway conversion between the existing CTH AB interchange and CTH N interchange by not seeking or approving new driveway access along this segment of STH 12/18.
- 6. Road Improvement Reimbursement.** If a property west of the boundary line annexes to Madison under this Agreement, Madison will reimburse the Town for road construction expenses the Town has previously incurred for the abutting portion of property frontage to the centerline of the road based on the following schedule. This applies to Vilas Road, Vilas Hope Road and Femrite Drive.

Year of improvement	100%
Year 1	90%
Year 2	80%
Year 3	70%
Year 4	60%
Year 5	50%
Year 6–8	40%
Year 9–10	30%
Year 11–15	20%
Year 16–20	10%

- 7. Preservation of open space corridors.** Both municipalities will collaborate on the preservation of open space corridors, including collaboration with the Village of Cottage Grove and Dane County on identifying and preserving corridors of regional significance.
- 8. Comprehensive Plan.** Madison and the Town will update their respective Comprehensive Plans, and related plans, to reflect the provisions in this agreement within 5 years.
- 9. Term.** The term of the Agreement is 40 years. After the initial 40-year term, this Agreement renews for an additional 10 years, unless notice is provided to the other party one year in advance of expiration.
- 10. Modification.** This agreement may be modified if approved by both parties.



Proposed Intergovernmental Agreement
 August 10, 2021
 City of Madison Planning Division

	City of Madison		Area A		Natural Features (Wetland, Floodplain, Steep Topography, Hydric Soils)
	Village of Cottage Grove		Area B		Perennial Stream
	Town of Cottage Grove		Proposed Boundary Line		Intermittent Stream
	Village of McFarland		Area B Boundary		10 Foot Contour Lines