

**FIRST AMENDMENT TO THE CITY OF MADISON, CITY OF FITCHBURG
AND TOWN OF MADISON COOPERATIVE PLAN**

WHEREAS, the City of Madison, City of Fitchburg and Town of Madison Cooperative Plan (the "Plan"), pursuant to Sec. 66.0307, Wis. Stats., was adopted by the governing bodies of the three municipal parties (the "Parties"), and approved by the Wisconsin Department of Administration (the "Department") on October 10, 2003; and

WHEREAS, on December 15, 2006, the City of Madison and Town of Madison executed an intergovernmental agreement resolving a dispute over a proposed Early Attachment under the Plan and proposing a minor amendment to the Plan to be adopted by all three Parties and approved by the Department; and

WHEREAS, the Parties agree that the proposed amendment to the Plan is in the public interest and have followed the procedure of Sec. 66.0307(8)(c), Wis. Stats., in adopting the following minor substantive Plan amendment by resolutions adopted by each of the Parties' governing bodies and hereby submitting the same to the Department for approval.

NOW, THEREFORE, the Parties agree that all of the other terms of the Plan shall remain as approved by the Department and, regardless of format differences, the Plan shall be amended and supplemented by addition of the following provisions as an exception to the "general rule" of Section 8A. of said Plan:

1. The Town shall continue property maintenance and building code enforcement procedures for all parcels contained in Area 2 and Area 3 on the Attachment "A" Map to this Plan amendment. 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 the foregoing tasks a. through d. available for review and potential copying by City of Madison ("Madison") personnel at the Town Hall upon request by Madison.

2. Madison 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) above.
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 Madison under subparagraph (2), below, must, as a group, be contiguous to territory already in Madison that is part of its 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 Madison, the parcel may be unilaterally attached to Madison 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, Community and Economic Development staff. If the Town objects to the proposed attachment, Madison may not attach the property unless and until an independent third party, acting under paragraph 2.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 2. of this amendment. The Redevelopment Project shall be implemented within two years of attachment. If the Redevelopment Project is not implemented within two years of attachment, Madison 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 Madison 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. Madison 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 2.b., below.

- b. For purposes of paragraph 2.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 Madison or the Town. Nor shall the individual do substantial business on behalf of others before Madison 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.

3. Madison and the Town 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 Madison also acknowledge that the value of Madison'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 Madison agree that they shall confer concerning how to address such premises that may develop: (1) in Madison territory within the Redevelopment District; (2) in Madison 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 Madison proposes a plan for addressing such premises in Town territory within Area 2 or Area 3, which plan includes early attachment of lands to Madison, the Town will in good faith consider agreeing to such attachment.

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

CITY OF MADISON
a Wisconsin Municipal Corporation

Date: 6-13-07

By: 
David J. Cieslewicz, Mayor

Date: June 4, 2007

By: Maribeth Witzel-Behl
Maribeth Witzel-Behl, City Clerk

CITY OF FITCHBURG
a Wisconsin Municipal Corporation

Date: 6-19-07

By: 
Thomas Clauder, Mayor

Date: 6-19-07

By: Tanya O'Malley
Tanya O'Malley, Acting City Clerk

First Amendment to City of Madison,
City of Fitchburg and Town of Madison
Cooperative Plan

TOWN OF MADISON
a Wisconsin Municipality







Date: 6/28/07

By: 
James A. Campbell, Town Chairman

Date: 6/25/07

By: 
Renee M. Schwass, Town Clerk

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 Revised 7 February 2007

Prepared by: Department of Planning & Development, Planning Unit. slm

