

Proposed Village of Cottage Grove and City of Madison Intergovernmental Agreement

Pursuant to Wis. Stat. § 66.0301(2)

July 27, 2022

- 1. Annexation Line.** Madison will not annex lands east of Area A/Annexation Line, except for property acquisitions necessary to serve the area west of the line with sanitary sewer and water. The Village will not annex lands west of the annexation line, except for property acquisitions necessary to serve the area east of the line with sanitary sewer and water. The Village will not oppose annexations to Madison in Area A. Madison will not oppose annexations to the Village east of the line. Additionally, Madison will not oppose potential Village annexation of the 32.7 acre property at the northwest corner of the County Highway BB and Vilas Road intersection currently owned by Mary Showers Farm Partnership). Further, the Village will not support annexation of land in Area A to any other municipality.
- 2. Extraterritorial Jurisdiction Review.** In areas of the Town of Cottage Grove where the City's ETJ and the Village's ETJ authority overlap, the Annexation Line shall be become the extent of Madison's and Cottage Grove's review.
- 3. Area B.** Madison will keep Area B in its Comprehensive Plan as a long-term growth area.
- 4. Cottage Grove Road Community Separation Area.** Madison and the Village will not approve development within the cross-hatched community separation area along Cottage Grove Road which comprises an intermittent stream, a wetland and a cemetery. The creation of any lots, approved by the two municipalities, in this separation area must be for open space uses. No buildings shall be approved, except for cemetery-related accessory structures. [The Showers property at the northwest corner of the County Highway BB and Vilas Road intersection could seek options allowed under the City of Madison/Town of Cottage Grove IGA by the Town/County as long as what they were seeking does not meet the definition of development under that agreement (two lot split for residential purposes is allowed as long as it meets Town requirements)].
- 5. Utilities planning for Nondahl Heights.** Both parties agree to coordinate regarding how Nondahl Heights subdivision could be served with sanitary sewer in the future, in case an overarching public health concern arises related to on-site septic systems given the age of these private systems.
- 6. Trail Connections and Open Space Corridors.** Both municipalities will continue to collaborate on trail connections between the two municipalities. The parties will collaborate to preserve corridors of regional significance, including collaboration with the Town of Cottage Grove and Dane County.
- 7. Comprehensive Plan.** Madison and the Village will update their respective Comprehensive Plans and related plans, during the next scheduled update, to reflect the provisions in this agreement.
- 8. Term.** The Agreement will end on December 31, 2061. After the initial term, this Agreement renews for an additional 10 years, unless notice is provided to the other party one year in advance of expiration.
- 9. Modification.** This Agreement may be modified if approved by both parties.