



**VILLAGE OF
McFarland**
SUMMARY SHEET

MEETING DATE: Wednesday, January 29, 2025

SECTION: Business

DEPARTMENT: Administration

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion regarding a Cooperative Boundary Agreement with the Town of Dunn.

PREVIOUS ACTION:

ISSUE SUMMARY:

In 2005, the Village and Town of Dunn entered into a Cooperative Boundary agreement. The impetus for this agreement related to a potential annexation of property south of the Yahara River along USH 51. The existing boundary agreement is included in the packet and available on the Village's [C&ED Department website](#). The primary terms of the existing agreement include:

- The Village is prohibited from annexing property south of the Yahara River in the area referred to as the No Annexation Buffer Area, Exhibit B.
- The Town is prohibited from purchasing conservation easements pursuant to the Town of Dunn Rural Preservation Program north of the Yahara River and within the Village's 2008 Eastside Growth Area. Refer to Exhibit C. The Town further agreed not to oppose annexations of territory in this same area.
- Shared maintenance of Hidden Farm Road and Exchange Street Bridge.

The terms of this agreement expire on December 31, 2025. In 2022, staff and officials from the Village and Town began to meet to discuss potential mutual interest in drafting a new boundary agreement to replace the existing agreement. This included President Clow, Trustee Brassington, former Trustee Jerke, Administrator Schuenke and C&ED Director Bremer and from the Town: Roz Gausman (Town Board Supervisor/Plan Commission Liaison), Jim Molloy (Plan Commission Chair), George Corrigan (Plan Commission Member), Cathy Hasslinger (Clerk-Treasurer/Business Manager) and Ben Kollenbroich (Planning and Land Conservation Director). The parties meet several times over the course of the next year to discuss potential terms of a new agreement, followed by creating a draft of the agreement, and initial legal review by respective municipal attorneys. Included in the packet is a copy of the proposed draft agreement.

The purpose of the January 14th COW meeting is to review the draft agreement and overall process that is required under State Statute to approve a new boundary agreement. The primary terms of the proposed agreement (refer to Sections 12-14) include:



- **Town Protected Area.** The Village is prohibited from annexing property south of the Yahara River, with the exception of the Future Hwy 51 Growth Area after December 31, 2036. Refer to the Protected Area as shown in Exhibit E. The Town Protected Area has expanded from the 2005 agreement (No Annexation Buffer Area) extending south down to Lake Kegonsa.
- **Village Growth Areas.** There are two identified Village Growth Areas:
 - **Eastern Expansion Area.** The Town is prohibited from opposing annexations in the Village's 2023 East Side Neighborhood as shown in Exhibit F. The Town also continues to agree not to purchase conservation easements in these areas (Section 13.A).
 - **Future Hwy 51 Growth Area.** Beginning on January 1, 2037 the Village may approve annexation petitions for certain lands south of the Yahara River along USH 51 as shown in Exhibit H. This area is similar to the lands designated in the current No Annexation Buffer Area. The Village's current Comprehensive Plan Future Land Use Map identifies these properties for Agricultural Preservation. The Village is scheduled to next update it's Comprehensive Plan in 2026-2027 and again in 2036-2037. Leading up to the 2036-2037 update will likely provide an opportunity for the Village to complete a more detailed sub-area plan for these properties in order to have a preferred land use plan in place for when/if the Village receives any requests for annexation. Until January 1, 2037 the lands remain prohibited from annexation within the Village. After December 31, 2036, the Town is prohibited from opposing annexations of the Future HWY 51 Growth Area. The Town further agrees not to purchase conservation easements in these areas without the prior approval of the Village Board (Section 13.B.1). Because some of these lands include wetlands and floodplains the Village may be agreeable to purchase of conservation easements, to be determined if that is ever proposed.
 - The Town further agrees not to make amendments to its Comprehensive Plan that would allow for residential or commercial development or land divisions in excess of the land division or development rights in existence as of 1979 under the Town's Land Division Allocation Policy (Section 13.B.3).
- **Annexation Outside of Village Growth Areas.** For areas outside of the Village Growth Areas, and Town Protected Area, the Village agrees not to annex properties unless the petition is signed by all owners of, and electors residing on, the private property included in the petition. This primarily applies to lands north and east of the Yahara River and south of the 2023 East Side Neighborhood Plan (Eastern Expansion Area).
- **Town Islands.** The Town agrees to allow the creation of town islands through an annexation process in the areas shown on Exhibit I. This impacts six properties (including five single family homes). This allows the Village the discretion to consider annexation petitions that might create a town island if the owners and electors of these properties did not want to join an annexation petition. Under State Statutes, town islands can't be created through an annexation unless the town and municipality have previously agreed to allow them within a boundary agreement. If any of these six parcels haven't annexed by the termination date of the agreement they would be automatically annexed



to the Village not later than March 1, 2056, as required under by the Wisconsin Department of Administration. This provision does not preclude that any of these six properties could be included in a one-half annexation petition without the property owners and electors consent. However, it does create greater flexibility for the person(s) petitioning for annexation to leave nonconsenting properties out of the proposed annexation petition and for the Village to accept that petition even if it would create a Town island.

- **Village Owned Property.** The Village agrees not to annex any property it owns in the Town that is not contiguous to the Village or is included in an annexation of other lands that will create contiguity. No such properties currently exist.
- **Sale of Town Property.** The Town owns one parcel in the Village at the corner of Sleepy Hollow Road and Exchange Street as shown in Exhibit J. This is an undevelopable piece of property likely left over from the development of the lots along Sleepy Hollow Road. The Town is agreeing to sell the property to the Village for \$1.00 under a separate purchase agreement. The Village will add the property to our park system.
- **Pedestrian & Bicycle Improvements.** There are a number of locations along USH 51, Exchange Street, CTH AB, and CTH MN where the Town is agreeable to the future installation of off-street pedestrian and bicycle improvements provided they are designed, constructed, and maintained by the Village. This allows the Village to not have gaps in future trail networks while waiting for future properties to annex to the Village. The WisDOT is planning such a trail along the east side of USH 51 from Exchange Street to the Yahara River bridge as part of their upcoming reconstruction project. Refer to Exhibit K. Construction of other trails shown in Exhibits L-N are to be determined. These future trails are anticipated to be within the right-of-way of these roadways. While the adjacent properties remain in the Town, the Village would be responsible for the design, construction, and maintenance of the improvements.
- **Maintenance of Hidden Farm Road and the Exchange Street Yahara River Bridge.** Similar to the 2005 agreement, the Village and Town have agreed to maintenance and cost sharing of these assets. Refer to Section 14.B and C.

The terms of the proposed agreement expire on December 31, 2055. The process to adopt a cooperative boundary agreement is addressed under Section 66.0307 Wis. Stats. The packet includes a flow chart from the Wisconsin Department of Administration (WDOA).

1. **Authorizing Resolutions.** This process starts with both the Town and Village boards adopting authorization resolutions, which will be considered at the joint meeting on January 29, 2025.
2. **Agency Comments.** The process includes notifications to adjacent communities, Dane County, Capital Area Regional Planning Commission, school and technical colleges, WDNR, WDOT, etc. for non-binding comment. This agencies have until 20 days after the public hearing to provide comments.
3. **Public Involvement Meeting (Not DOA required).** Staff have discussed holding a joint public involvement meeting sometime in March (date TBD) in order to provide a venue that would offer residents of either community the opportunity to ask questions regarding the draft public hearing prior to the officially required public hearing. This



meeting would not be an official meeting of either Board but could be noticed as a potential quorum of the Boards.

4. **Public Hearing.** At least 60 days after the passage of both authorization resolutions, the Town and Village Board will then hold a joint public hearing (date to be determined, but no earlier than March 31, 2025). Possible dates for consideration include Tuesday April 29, Wednesday April 30, and Thursday May 1. Staff is seeking direction from the Boards on a specific date.
5. **Agreement Adoption.** The Town and Village boards must then wait at least 30 days after the public hearing to vote for adoption of the agreement ("Petition Period") and another 30 days thereafter before submitting the agreement to the WDOA for approval ("Advisory Referendum Period"). During the "Petition Period" if either the Town or Village receives a valid petition equal to at least 10% of the votes cast for governor in the last gubernatorial election, then adoption of the agreement by the petition receiving government requires 3/4 of the members of that board who are present and voting. During the "Advisory Referendum Period" if either the Town or Village receives a petition equal to at least 10% of the votes cast for governor in the last gubernatorial election, then the receiving government must hold an advisory referendum not less than 70 days nor more than 100 days after receipt of a valid petition. In the case of the Village, the 2022 gubernatorial election included a total of 5,305 ballots cast; therefore, the Village would need to receive a valid petition with at least 531 signatures to trigger the 3/4 approval or advisory referendum requirements.
6. **WDOA Approval.** If no Advisory Referendum is held, the Town and Village must submit the approved agreement within 60 to 180 days from the date of the joint public hearing. If an advisory referendum is held the Town and Village boards will have to separately vote by resolution whether to submit the final version of the agreement to the WDOA for approval. The vote must occur within 60 days of the last referendum held. If any of the plan participants fails or refuses to approve submittal of the agreement to the WDOA, the plan may not be submitted. The WDOA has 90 days from receipt of the agreement to make a written determination of whether to approve the agreement.

The WDOA also provides a Cooperative Boundary Plan Factsheet which addresses the benefits to cooperative boundary agreements as included in the packet.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

McFarland 2017 Comprehensive Plan, Volume 2, page 96, recommends engaging with the Town of Dunn regarding extension of the existing 2005 boundary agreement prior to the 2026-2027 10-year Comprehensive Plan amendment.

Dunn 2023 Comprehensive Plan, page 3, Overall Planning Goals, Establish boundary agreements with neighboring municipalities. Action 2-2a, page 8-2, renew the Town's intergovernmental agreement with the Village of McFarland.

ORDINANCE REFERENCE:



BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This agenda item is presented for discussion only. Separate agenda items to adopt authorizing resolutions follows.

ATTACHMENTS:

1. V. McFarland T. Dunn Boundary Agreement_02282005
2. McFarland Dunn Draft Boundary Agreement_01.29.2025
3. CooperativeBoundaryPlanFlowChart
4. Cooperative_Boundary_Plan_Factsheet