THE PUBLIC ADMINISTRATION PROBLEM OF ANNEXATION AND BOUNDARY DISPUTES

by

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This field project is dedicated to those municipal professionals, elected officials, developers, landowners, and all other stakeholders that are currently struggling with annexation issues; may you work toward cooperation and responsible community design.

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CHAPTER ONE

THE PROBLEM: ANNEXATION AND BOUNDARY DISPUTES

An ever-present problem facing public managers and officials is that of annexation and boundary disputes. Towns (in the case of Wisconsin) are motivated to keep land within their borders, while villages and cities have their own reasons for bringing additional land within their boundaries. The demand placed on municipalities by this common interest in land often creates tense relationships between towns and villages/cities, which can worsen over time if local governments fail to consider and successfully address annexation and boundary dispute issues.

The use of annexation as a way to bring in additional land is not unique to any particular part of the country, but rather affects all communities abutting growing villages and cities. Despite this ubiquity, there is fairly little in terms of scholarly literature that addresses the importance of annexation and the methods which communities are applying to settle boundary disputes and reach boundary agreements. This literature deficiency does little to help communities work to solve their property related problems and one could even go as far as to say that it perpetuates the problem by not arming communities with the knowledge and experiences that communities that have weathered the annexation and boundary dispute storm possess. This information would prove valuable in that it would teach others what has and has not worked in the realm of negotiating boundary agreements.

My research attempts to establish a framework and methodology by which local officials or attorneys can share their experiences and perceptions of boundary agreement negotiations. In the instance of this field project, I apply the framework by surveying attorneys specializing in municipal boundary agreement negotiations on which variables they believe are important in the boundary agreement process. The survey data collected was analyzed to determine the importance of the variables, and whether they are perceived to have a positive or negative effect on the outcome of the negotiations.

The field project will begin by examining the pervasive situation of annexation and boundary disputes from both sides of the issue (the perspective of a town versus that of a village/city) in an objective fashion thus defining the problem and laying the groundwork for why the problem deserves study. Next, the paper will move into a discussion of the general root problem of most present day land disputes and annexation battles: urban sprawl. The government policies, economic trends, and citizen preferences that led to the proliferation of urban sprawl will be addressed. After all, without the suburbs spawned by urban sprawl, incorporated villages and cities would not have the demand for land that cause the resultant number of annexation battles.

The paper will then provide background information necessary to understand annexation, including a detailed description of the various types of annexation allowed under Wisconsin state statutes. This menu of annexation options range from one end of the spectrum, where landowners unanimously decide amongst themselves they wish to be annexed to a city or village, to the other end of the spectrum, where a city or village asks a court to order a referendum question on annexing property.

Next, the paper will address the solutions communities have to end annexation disputes. State statutes make available a large menu of options from which to choose. Although there are many methods by which to address annexation disputes, this paper will focus principally on cooperative boundary agreements. This section will also briefly introduce various alternative dispute resolution techniques communities can use to help reach a border agreement, ranging from unassisted negotiation to arbitration and court decision.

Once the background information has been presented, the paper will move into the methodology and framework, including an explanation of the development of the questionnaire applied in this project. Following this, the results section describes the variables that are perceived by attorneys to influence boundary agreements, and provides an analysis of the questionnaire results. The variable set will be developed mainly from experts in the field of annexation and boundary agreements; the reasoning for the reliance on expert input being the lack of literature on the subject. The information in the background section will come from a variety of sources, including documents from the Wisconsin Department of Administration, expert interview, peer reviewed research, Internet sources, and other sources such as periodicals.

Before discussing the root problem that can be seen as exacerbating annexation disputes (urban sprawl), the first step is to take an objective look at the problem of annexation and boundary disputes from both sides of the issue, examining the town and village/city perspectives.

The Town Perspective

Simply put, the customary goal of a township is to maintain its boundaries and keep land on local tax rolls. However, there are many other things that must be acknowledged about the township's intentions. Increasingly, townships and all Wisconsin communities are finishing up with local comprehensive plans, as the deadline for these plans is January 1, 2010. If communities wish to continue making their own land use decisions, they must have an adopted plan in place by this date. The most critical chapter of these comprehensive plans is the Future Land Use chapter, which includes a Future Land Use Map. This map establishes the underlying zoning that defines the permitted and conditional uses for all of the land within the community over the lifespan of the plan (unless the plan is amended). This document is a road map for what the applicable board, board of trustees, or common council has in mind for the overall future of the community.

Oftentimes, municipalities are aware of neighboring communities' Future Land Use Maps and make an effort to plan accordingly, blending the uses so they do not clash. For instance, if a township is planning for a large parcel of land to remain agricultural over the life of the comprehensive plan, the neighboring village or city could plan for a commercial park or conservation subdivision with open space abutting this land in an effort to buffer the uses and avoid direct conflict that would otherwise be created should they build a traditional (dense) residential subdivision directed abutting the agricultural fields. Conflicts often arise when intensive residential uses such as a traditional

subdivision abut agricultural parcels, based on noise, odor, light, and chemical drift produced at the farm.

Growing out of the investment of time and effort to comprehensively plan for the future of the community is the primal instinct of township self preservation. Town officials and residents simply do not want their community to slowly disappear. In Wisconsin, it is often said that towns are treated as "second class citizens," or even more commonly as "land banks" for villages and cities. Although there are other methods by which a village or city can grow, such as consolidation and detachment, they generally grow as a result of one or more townships shrinking due to annexation of township land. Towns will fight annexation just for the principal of not losing land and presence. In some cases, towns will have just one village or city pulling land from its grasps, while in other instances a town will be essentially surrounded by land-hungry incorporated bodies.

Going hand-in-hand with preserving presence and actual acreage is the idea of preserving tax base. The more land a township has, the more tax income it will receive from these properties. Townships will be especially protective of existing and potential commercial and industrial areas, particularly if they reside next to a busy highway or interstate intersection as the development potential makes these areas exceptionally valuable to the tax base. In the end, no matter the type of land, once annexed, it leaves the tax rolls and will not return; the town will have to somehow offset this loss in revenue.

There are also philosophical reasons that townships fight to stop the loss of land by annexation. First off, most suburban towns are seen as rural oases in this ever-urbanizing culture. Townships are oftentimes proud of this reputation and some go far in

promoting this status. Indeed, townships that lie just beyond suburbia can fetch a fair price for rural conservation subdivision and estate lots, and large equestrian homesteads are not uncommon. Townships can support a healthy tax base with this type of development, especially since homes on estate lots are generally high value and rural residential lots lack the high costs of municipal utilities such as sewer and water, sidewalks, street trees etc. The rural residential subdivisions will typically consist of lots, homes, driveway culverts and roadside ditches, much more economical to maintain than a typical village/city streetscape. Township commercial and industrial parks must be carefully planned, however, as these developments may require sewer and water capacity that townships may not be able to provide. The bottom line is that rural townships recognize the importance of preserving their "ruralness" in today's society. They can retain their character while simultaneously profiting handsomely if done correctly.

Very close to preserving a rural reputation is the idea of preserving the unique heritage and built environment common to towns. Townships will often support a handful of what are known as "hamlets." These are small crossroads communities typically consisting of nothing more than a few homes, a few locally owned businesses and possibly a few taverns or restaurants. The hamlets most likely came about many decades ago as small activity centers that are still recognizable today. Should these areas be annexed, the character will often change to suit the village or city, or may be completely redeveloped and lost forever. Other built environment features and architecture that towns tend to preserve are older farmsteads and agricultural buildings such as barns and silos. Comprehensive plans oftentimes state that barns, silos, tree lines, natural drainage

swales and old stately accent trees such as lone oaks should be preserved in new developments. Villages and cities may not take such care to preserve the agricultural heritage of the community when lands are annexed, as profit and density may sometimes take precedence.

The Village/City Perspective

The overarching goal of a village or city is generally economic growth and tax base expansion. Once all of the developable land contained within the village and city boundaries has been consumed by development, the incorporated bodies must look elsewhere. Principally, this means the annexation of township land into their borders to once again provide for economic development opportunities. As black and white as this concept sounds, this situation must be further explained.

First, it should be known there are avenues by which additional economic development can occur without annexation, which many villages and cities indeed pursue. The first opportunity is known as infill development. Infill is all those vacant lots within already developed areas that for one reason or another have not had something built upon them, and exist in almost all communities. These lots may occur because a landowner simply held adjacent land for future expansion that did not occur or could not come up with financing for a planned project. Infill opportunities can, however, come with a higher price tag than greenfield development. The main reasons for this higher price tag include higher land values due to central location and the fact that infrastructure

and utilities have already been installed. Greenfields lack this established infrastructure and central location.

Another type of infill occurs on sites that are already built upon, but the structures are derelict or not worth repairing, and the site is better suited for tearing down the structure and building new (collectively called redevelopment). This type of infill is common in many communities that once maintained a healthy manufacturing industry, which has since moved out of the area leaving empty buildings.

Growing from general redevelopment are sites that are currently built upon but pose some risk of contamination. These sites are termed "brownfield" sites. Brownfields are defined by the U.S. Environmental Protection Agency (U.S. EPA) as, "abandoned, idled, or under-used industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination" (U.S. EPA, n.d.). They range from polluted mining sites to the local neighborhood filling station that has closed down but left its underground storage tanks in tact. These sites can be reclaimed in a number of fashions that will allow for them to be redeveloped and the land once again brought back onto the tax rolls. Many communities are undertaking these projects because it cleans up a possible environmental and health hazard to the community, brings property values in the neighborhood up, and offers a buildable site in a location that already has infrastructure, decreasing sprawl and the need for additional new infrastructure the community must maintain.

Let us shift back to the main goal of bringing in additional land through annexation. In most cases, villages and cities do not annex in a malicious fashion, but do

so for the good of the municipality and the taxpayer. They see this as an effort that will hopefully decrease the tax rate, provide new development and jobs, and possibly new amenities such as parks and public space as a component of new projects.

There are several reasons rural property owners will look to villages and cities for annexation. First, townships rarely are able to provide the sewer and water utilities that villages and cities offer. Often, these are the services that are typically necessary to support the types of development that result from annexation of larger parcels. For instance, many types of industry, commerce, and traditional residential subdivisions are of a density that requires high amounts of water and wastewater treatment capacity, and townships that traditionally offer individual wells and septic or holding tanks cannot provide for this type of use. Rather than invest large amounts of capital on water and wastewater systems to serve their individual business, developers will look to annex land and build in the village or city where these services can be provided for a much more reasonable fee. Simply put, villages and cities are able to construct and maintain these facilities as a matter of economy of scale because they can spread the cost of water and wastewater utilities over the entire community, which is often much larger than the township. The irony is: should a township be large and wealthy enough to provide these services (as well as police and other departments such as library, pool etc.), the township may choose to incorporate to village or city status. Should this occur, it is the once town that would then enjoy the benefits bestowed upon incorporated communities by Wisconsin State statutes that townships do not possess, such as annexation and broader reaching tax incremental financing districts.

The other main reason for annexation, mentioned in the previous paragraph, is that of density. Many townships recognize their "ruralness" as a reason why people choose to live there. This rural feel is created by preserving large amounts of open space and possibly agricultural lands. New subdivisions are allowed, but must comply with the zoning code that is designed to maintain these open spaces. Some townships are restrictive to such a degree as to only allow land divisions of one lot per thirty-five acres. The goal of this degree of regulation is the preservation of agricultural lands. Many other towns are not as strict, but do require lot sizes such as five acre minimum or allow smaller lot sizes but require a certain percentage of the total subdivision acreage be preserved as undivided community open space.

Any way you look at it, if a township has lot size restrictions that do not allow for a density as great as a village or city, the developer may be inclined to look to annex as they would be able to divide the property into a greater number of lots, making a greater profit. This, however, may not always be the case. In some instances, the landowner will only sell to a developer that signs a contract to keep the land within the town, or the landowner him/herself may develop the land to stay within the town. Developers may also be motivated to develop within the town because it may actually prove to be more profitable by staying in the town by avoiding the costs of grading and infrastructure installation associated with developing a traditional subdivision within the village or city; rural residential development typically minimizes land manipulation.

Summary

It is clear that townships have their motivations for keeping land within their boundaries and villages/cities have their motivations for bringing new land into their boundaries, principally via annexation. It is a rare situation that a township would be happy to give up land. That being said, it is clear that the situation of rapidly growing villages and cities looking to annex at any opportunity will create tension between itself and the township(s) from which they are annexing land.

Objectives of the Research

Now that the problem of annexation has been defined, the groundwork has been laid for why the problem deserves study. The previous sections have explained the common viewpoints of town officials versus village and city officials when it comes to land use. This knowledge is a good building block and will hopefully aid in the process of negotiating boundary agreements that are in the best interest of both parties instead of allowing them to become embroiled in a classic land battle, pulling their energy away from concentrating on becoming the best community they can be, and instead being counterproductive, battling each other. The good news is that there are communities in Wisconsin that have reached successful boundary agreements, demonstrating that it can be done. The remainder of the background information that is discussed in upcoming chapters includes:

1. Chapter Two is a discussion of the general root problem of most present day land disputes and annexation battles: urban sprawl. The government policies, economic tendencies, and citizen preferences that led to the proliferation of urban sprawl will be addressed.
2. Chapter Three provides the background information necessary to understand annexation, including a detailed description of the various types of annexation that may occur.
3. Chapter Four addresses the solutions communities have to end annexation disputes. These include incorporation, consolidation, detachment, cooperative boundary agreements, stipulations and orders, general agreements, and revenue sharing agreements. This section will also briefly introduce various alternative dispute resolution techniques communities can use to help reach a border agreement ranging from unassisted negotiation to arbitration and court decision.

Once the complete menu of background information has been presented, the following research question is addressed:

> What variables are perceived to help communities reach boundary agreements, or conversely, what variables are perceived to prevent them from reaching a boundary agreement? What is the perceived importance of the different variables to the boundary agreement process?

CHAPTER TWO

THE ROOT PROBLEM: URBAN SPRAWL

Urban sprawl has been defined in a number of ways. Concisely put, urban sprawl can be thought of as, "the uncontrolled spread of urban development into neighboring regions" (Dictionary.com, 2008). Although the source may be considered biased, the Sierra Club provides a more descriptive definition when they comment, "sprawl spreads development out over large amounts of land, puts long distances between homes, stores, and job centers, and makes people more and more dependent on driving in their daily lives" (Sierra Club, 2008). The visual results of sprawl are "leapfrog" development, with commercial development represented in the form of strip malls along major roadways (Burchell & Mukherji, 2003, p.1536). Sprawl is a very expensive way to develop land when all is considered as it requires increased transportation costs, vast tracts of land, and the addition of long runs of service and utility lines (Peiser, 2001).

Cities and villages across the nation are continually bringing new land into their borders for all types of development, predominantly residential and commercial. Such annexations occur mainly because this form of growth is currently what is demanded by homebuilders and private sector businesses and to increase the local tax base. Ironically, this tax base expansion is often necessary to finance infrastructure built during the last cycle of suburban growth. A number of studies have been completed across the nation that compare tax revenue generated by different land uses such as commercial, industrial, single-family residential and multi-family residential to the cost of services they require.

Most if not all of the studies demonstrate that single-family residential development routinely increases public costs by a larger amount than it increases tax revenue for local governments responsible for providing these services. Commercial and industrial developments have a far more positive balance relative to tax dollars paid and dollars expended on services.

Although slightly dated, a premier example of such a study in Wisconsin was completed by the Town of Dunn in Dane County in 1994 (American Farmland Trust, 2008a). The study revealed that for every dollar in tax revenue collected by the Town of Dunn related to residential development, $1.06 was required in local services (including schools). The ratios for commercial and industrial uses were far more favorable; for every $1 in tax revenues collected only $0.29 of service costs was required. However, the tax ratio was most favorable for farmland and natural areas that required $0.18 in services for each $1 in taxes collected. This study demonstrates the costs attached to residential development, the difference of which must be made up for in some other manner.

A more recent study conducted in 1999 for the Town of Westport, Wisconsin, showed similar results with cost ratios as follows: residential ($1 of revenue to $1.11 expenditures); commercial and industrial ($1 revenue to $0.31 expenditures); and agricultural and open lands ($1 revenue to $0.13 expenditures). The American Farmland Trust has published a fact sheet on the cost of community services that closely echoes the results of these studies. This fact sheet, published in 2007, presents median cost of community service figures that include costs of $1.19 per dollar of revenue raised to provide public services to residential development, agricultural and open land costs of

$0.37 per dollar of revenue raised, and commercial and industrial costs of $0.29 per dollar of revenue raised (American Farmland Trust, 2008a).

The large-scale spread of urban sprawl began following World War II. Returning veterans required housing, the preferred type being single-family homes on larger lots in quiet neighborhoods away from the city where they could raise a family. The suburb emerged to meet this need. Prior to this change in housing preference, the United States was mainly a rural nation. The current 2000 census reveals the continuation of this trend over the years as 80% of the population is residing in urban and suburban areas, 30% of that in metro areas of five million people or more (Knowlton, 2001).

The explosion of suburban development would have been far less feasible had it not been for the construction of the interstate highways beginning in 1956. This new network of four-lane roads was originally intended to allow people to clear out of cities in the case of a missile attack or disaster, and for the movement of military supplies (Siasoco, n.d.). Ultimately, their main purpose proved to be the perfect transportation system for the new suburbanites to commute into and out of the city for work, as, ‘About 90 percent of America's population lives within just less than 5 miles of a National Highway System road’ (U.S. DOT, 1996).

The highways also provided the access needed to make comparatively cheap rural land available for development, as land values typically decrease as distance from the city center increases and the associated population density grows. Both residential and commercial developers realized the opportunity and took advantage of it. Not only was there plenty of room in the outlying areas for building various residential, commercial,

and business structures, but also for expansive parking lots necessary to house all of the automobiles that the American society had officially adopted as the transit mode of choice. It was this obsession for the automobile that stifled the growth of the more efficient mass transit methods that were implemented in Europe. Had we concentrated on mass transit, our nation would look very different today.

In addition to the construction of the highway system, other public policies influenced the onset of urban sprawl. The government subsidized infrastructure including sewer/water lines and treatment facilities, as well as much of the cost of new street construction in suburban developments. These subsidies made leaving the city and moving to the outlying agricultural areas affordable and attractive to those looking for the American Dream of a house and a yard.

Wealth and social status played a role in the exodus out to the suburbs as well. The median income for a four-person family in 1970 was $8,734, increasing to $46,326 by the year 2005 (U.S. Census Bureau, n.d.). This increase in wealth was a result of the rising number of people obtaining a college education. With a larger disposable income, middle class citizens looked to the more expensive and desirable lifestyle in the suburbs.

As one can see, the confluence of the demand for new housing, cheap rural land, public policies that made suburban development preferable, the rise of the individual automobile as the transit method of choice, and transportation network to drive the cars on combined to create an environment that favored urban sprawl as the development method of choice. Many blame any one of these, or all of them, for the onset of sprawl, but this land-extensive and wasteful pattern of development would not have matured had

it not been for the zoning guidelines and ordinances that governed land use over the past 50 years across much of the country. The spread of "cookie-cutter" housing tracts and leapfrog development has been the result of the lax codes and ordinances written by municipal regulating bodies.

Personal Preference for the Suburbs

The preference for the suburbs over the years has been a result of several factors. They are seen as cleaner, quieter, and safer places to live than the city. People want to distance themselves from the air pollution, crime, and disease associated with high population densities. Many feel the suburbs provide better schools. This may result from newer classroom equipment and the provision of higher wages to attract better teachers, all made possible by the higher property taxes brought in from the expensive homes and new commercial development in suburban neighborhoods.

Another reason for the suburban preference is the complex previously mentioned known as the American Dream, where people desire a large, single-family detached home with a large yard (Geller, 2003). This dream has not changed much since the Second World War, however, with housing and energy prices rising, the tendency for larger homes as already begun to reverse. Nevertheless, the American Dream has played a role in suburban sprawl becoming the dominant land use pattern over the past 50 years.

Suburb Subsidization

A major outcome of the flight to the suburbs by residents, commercial, and business interests, known as decentralization, has been decreasing property values and a crumbling city center infrastructure (Burby et al., 2004). A rise in crime has also resulted as those exiting to the suburbs were replaced by a poorer, more marginal population that moved in to fill the void. Businesses have been moving out of the city center and locating themselves along highway corridors in suburban areas because their consumer and employee base now resides there and because of the savings they can realize. These savings come in the form of less expensive rent as result of cheaper land values compared with downtown areas, and savings from sharing the costs of services and utilities to the commercial and business parks (Domosh and Jordan-Bychkov, 1999). However, the idea that services are cheaper out in the suburbs is misleading. They may be less expensive for the business and commercial parks, but only as a result of subsidization by taxpayers.

The cost of community services studies discussed earlier (American Farmland Trust, 2008a) show that contrary to popular belief, due to the costs of infrastructure and services, new homes and businesses do not always improve an area's overall economy. If homes and businesses do not generate sufficient value and tax revenue, the rest of the tab will have to be picked up by the taxpayers. These studies demonstrate that classic suburban sprawl development will often result in substantially higher overall costs than in more thoughtfully planned communities with higher residential densities and compact development. One element that is often overlooked is the fact that new growth will not only require new infrastructure within, but it will also affect existing infrastructure

outside of the development such as established sewer and water lines. Knowlton addresses this issue by saying, "many sanitary systems designed and built in the 19th century are now overtaxed by urban sprawl…" (2001, p.1944). Developers and municipal officials must take into account such expenses when considering new suburban construction.

Environmental Effects

As with any kind of development, urban sprawl has negative effects on the environment. It affects drainage patterns, decreases aquifer recharge areas and vegetation, increases impervious surfaces, destroys habitat, and alters local climatic conditions in terms of wind block and temperature regulation. Air quality often quickly diminishes with the proliferation of sprawl. These are all major effects on the environment, but possibly the most critical is the loss of farmland that occurs when land is developed. The American Farmland Trust estimates that, "86% of U.S. fruits and vegetables, and 63% of our dairy products are produced in urban-influenced areas" (American Farmland Trust, 2008b). Every year, the U.S. converts hundreds of thousands of farmland to other uses, much of which is outlying rural areas (American Farmland Trust, 2008b).

Remedies to Urban Sprawl

One policy tool out there that can be used to fight sprawl is the implementation of urban growth boundaries (UGBs). Under this policy, growth boundaries are adopted that separate developed areas from the surrounding agricultural and open lands. The

communities establish a time period for the growth to occur within predetermined boundaries. By doing so, growth is directed and controlled in an effort to, "promote more compact, contiguous urban development" (Greenbelt Alliance, 2008). Among the benefits of UGBs are ensuring a single, identifiable community that does not blend into neighboring municipalities.

Another idea that has taken hold in Wisconsin, and in many other parts of the nation, is conservation subdivision design. In this type of design, land is surveyed and an inventory of the important natural, cultural, and historic/archeological features of the property is taken. These features are given priority to be preserved during development. The overall goal of conservation design is a 50% preservation of open space within the property, preserving the greatest amount of significant features possible (Arendt, 1996).

These two methods of remedying urban sprawl are effective in their own right, but do not address the root problems of urban design. This is where the concepts of Smart Growth plans come in (commonly known as comprehensive plans in Wisconsin). Smart Growth is a more wide-ranging policy idea constructed to guide municipal, regional, and other planners and governmental bodies in corralling future growth so it occurs in a manner that is favorable to the land and its citizens. Smart Growth attempts to address each element of urban sprawl explained by ten principles outlined by the Smart Growth Network (2008) and the Environmental Protection Agency (EPA). The principles include:

1. Create a range of housing opportunities;
2. Create walkable neighborhoods;

3. Encourage community and stakeholder collaboration;
4. Foster distinctive, attractive communities with a strong sense of place;
5. Make development decisions predictable, fair and cost effective;
6. Mix land uses;
7. Preserve open space, farmland, natural beauty and critical environmental areas;
8. Provide a variety of transportation choices;
9. Strengthen and direct development toward existing communities; and,
10. Take advantage of compact building design.

A key to the Smart Growth movement is that it involves professionals from many disciplines including planners, architects, developers, government officials, transportation analysts, and environmentalists and public groups (Geller, 2003). Because these principles are so well accepted, they are often copied or only slightly modified by states when composing Smart Growth legislation for their communities.

Smart Growth Policy Implications

Through the 10 principles just mentioned, Smart Growth policy works in a comprehensive manner, attacking all aspects of sprawl. Because of this approach, Smart Growth may be our most effective tool against fighting sprawl. Wisconsin's version of Smart Growth legislation (1999 Wisconsin Act 9) requires all local governmental units (LGUs) that make land use decisions to construct 20-year comprehensive plans (Smart Growth plans) by January 1, 2010. Once this date passes, all decisions made concerning land use will need to be consistent with a 20-year comprehensive plan, or the decisions

will not be legally binding. These plans are required to be updated every 10 years from that point forward. The legislation outlines nine elements that must be addressed in the comprehensive plans. The elements include:

1. Issues and Opportunities
2. Housing
3. Transportation
4. Utilities and Community Facilities
5. Agricultural, Natural and Cultural Resources
6. Economic Development
7. Intergovernmental Cooperation
8. Land Use
9. Implementation

Strength in Flexibility

Wisconsin's Comprehensive Planning legislation's strength is in its flexibility because even though the state mandates the inclusion of all of the nine elements in a comprehensive plan, LGUs can concentrate on the principles that pertain to their individual situation. The result of this type of comprehensive planning legislation are plans that fit each individual community and their unique situation, rather that forcing a cookie-cutter plan on everybody, resulting in plans that do not effectively plan for the future.

CHAPTER THREE

ANNEXATION EXPLAINED

Annexation could be defined as, "the process whereby incorporated municipalities increase their size through change in boundary jurisdiction of contiguous lands of neighboring towns" (Taylor, 2005). Annexation statutes were first codified into the Wisconsin State Statutes in 1889 into Chapter 236, sections 17-21. Not until after World War II, however, did the issue of annexation come to a head. Fast growth occurred as veterans returned home with the desire for a home, creating great demand for new housing. The preferred method of new housing of this time (which carries to this very day) was the detached single-family home. Outlying areas surrounding larger villages and cities provided the land for the construction of entire new communities with all the amenities people desire such as shopping, entertainment and employment.

Annexation pressures have increased over time for several reasons. First and foremost is the desire of landowners to maximize the value of their property by dividing the land into as many lots as possible. This type of development creates a demand for water and sewer service that is typically not feasible in townships; it does not make much sense to have individual wells on lots less than one acre, nor can very small lots handle individual septic systems.

There are cases whereby developments will combine efforts and establish "community wells" and "community septic systems" that will handle the subdivision as a whole, but this is not common. In order for this type of development to occur, studies

must first be conducted in order to determine if the local aquifer can meet demand, and if there are soils present that can handle such a waste load. This may not be financially feasible for the homeowners, though. Instead, it is often more efficient and cost effective to annex the property into the village or city and connect to the existing municipal sewer and water and take advantage of economy of scale. Developers may also recognize the opportunity to be included in other traditional municipal services including police and fire protection, library, pool, park and recreation programs, and senior center, to name a few (Taylor, 2005).

One economic development tool that villages and cities can make better use of is that of tax incremental financing (TIF). Whereas towns are limited to agricultural, forestry, manufacturing and tourism projects (and associated housing and retail used to sustain these projects as noted in Wisconsin State Statute §60.85), villages and cities can use TIF for industrial, commercial, or residential development (Moskal, 2005). As the Wisconsin Department of Revenue explains, in general, "TIF is aimed at eliminating blight, rehabilitating declining property values, and promoting industry and mixed-use development," while simultaneously, "promoting…health, safety, welfare, and prosperity" (WDOR, 2006, p.2). This tool enables municipalities to attract and facilitate growth by financing the upfront costs associated with new development such as the installation of roads, street lights, sewer and water, sidewalk etc. The basic premise and reasoning behind why this tool is necessary for the growth and rehabilitation of municipalities is that the development or redevelopment in certain areas would most likely not occur if the district would not be created. This is because the costs of the

improvements and infrastructure would be too great for either the municipality or the developer to handle alone. Before Wisconsin TIF legislation was passed in 1975, this was often the case. City officials were apprehensive about passing the costs of the improvements and infrastructure on through taxes. TIF districts are a mechanism to help solve this problem.

At the time a Tax Incremental District (TID) is created, the aggregate equalized value of taxable and specified municipal-owned property is established by the Department of Revenue. This is what is called the Tax Incremental Base. The municipality then proceeds to make the improvements, and the property values increase. During the specified duration of the TID, all of the taxes collected on the increased value of the district above the base value are used to pay for the improvements. This difference between the Tax Incremental Base and the newly assessed property value is called the Tax Increment.

During the life of the TID, all of the taxing jurisdictions found within the municipality (city, county, school districts) do not collect or benefit from any of the increases in property value, they simply collect on the property value set before the district was created[1]. After the TID expires and the debt incurred has been paid off, each of the jurisdictions then benefits by collecting their portion of the increased tax revenues each year (WDOR, 2006).

[1] Boundaries of a district may be modified up to four times during the district's existence. However, it should be noted that, "the equalized value of all taxable property of the district plus the value increment of all existing districts may not exceed 12% of the total equalized value of taxable property within the city (municipality)" (WDOR, 2004, p.10).

A second reason the property owner may be prone to annexation is to obtain a specific zoning classification (or density) that may not exist in a township (Taylor, 2005). This speaks to the intentional efforts of the township to preserve a certain density and rural feel. Under most rural township zoning, the landowner would not be able to obtain a density capable of providing the number of lots typical of a "traditional residential" subdivision, similar to those commonly seen in established communities with lot sizes under one-half acre. It is rare to find a township that will provide this type of density in a zoning classification unless they have their own sewer and water utilities.

A third reason for annexation is the transportation network that has come about over the past 60 years. This network consists largely of roads that cater to the automobile (Taylor, 2005). The network maximizes autonomy, allowing drivers the opportunity the chance to go almost anywhere at any time. This system has given commuters a relatively low-cost transportation network with no real incentive to take mass transit. Rising fuel prices may change this, but the reality is that the overwhelming pattern of transit development in this country occurred in terms of road construction, not commuter rail or subway.

The background information to this point has described how communities have grown in a low-density, sprawling fashion, causing annexation pressures for towns, villages and cities. But what exactly is annexation? Is it one specific manner in which to transfer land from one governmental body to another? Are there many methods of annexation? How complicated is the process? The paper will now delve into annexation, providing detailed information about the different annexation processes.

Menu of Types of Annexation[2]

Wisconsin state statutes allow for a menu of six different avenues of annexation. Three of the six methods (annexation by unanimous consent, annexation by one-half approval, and annexation by referendum) require a review by the Wisconsin Department of Administration (WDOA) if applied for in certain counties or specific situations. The other three methods (annexation by city or village initiated referendum, annexation of town islands, and annexation of territory owned by a city or village) do not require a review by WDOA.

Before the different methods of annexation are discussed, it should first be mentioned which types of communities are subject to annexation. Only townships are subject to annexation, even if they exercise village powers. No villages or cities are subject to annexation by other villages or cities, and townships cannot annex land from any other township (Taylor, 2005).

Annexation by Unanimous Approval (§66.0217)

Unanimous approval is far and away the most widely used method of annexation in Wisconsin. In fact, typically over 90% of all annexations are of this method (Taylor, 2005). The main reason for this majority is that unanimous approval is the simplest method. As the name implies, all owners, electors and renters involved with the property

[2] Information on the sections under this heading through the sub heading "Annexation of Territory Owned By a City or Village**"** comes from (Wisconsin Department of Administration, 2008a).

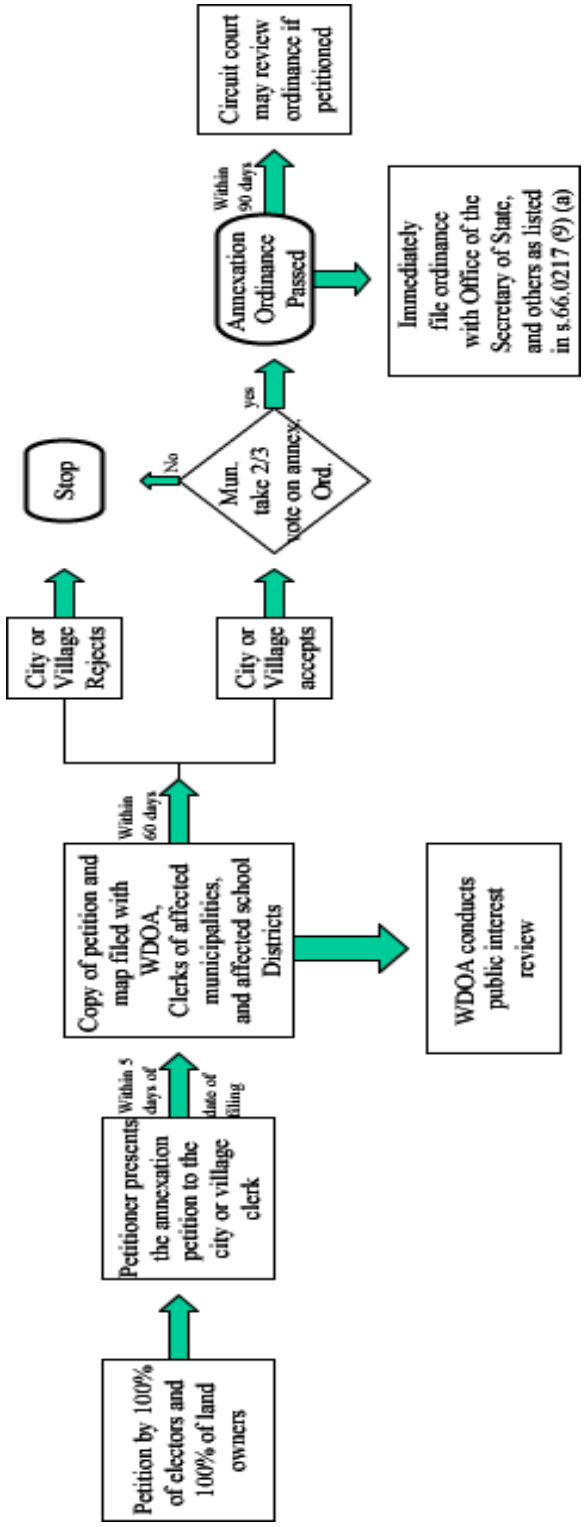

Figure 1. Annexation by unanimous approval.
Source: Chad Taylor

to be annexed must sign the petition. If everyone will not sign the petition, this method cannot be used to annex the territory.

Table 1

Annexations by Method: 1998-2004

	Unanimous Approval	One-Half Approval
2004	91%	9%
2003	93%	7%
2002	92%	8%
2001	77%	23%
2000	87%	13%
1999	83%	17%
1998	84%	16%

Source: (Taylor, 2005)

There are several materials that must be submitted for consideration for direct annexation by unanimous approval. These include a petition for direct annexation by unanimous approval signed by all electors living in the territory to be annexed and the owners of the real property in the territory filed with the city/village and town clerks, a scale map, and a legal description of the property to be annexed. Following review of the materials, the village or city can approve the annexation via an annexation ordinance by a two-thirds vote of the elected governing body of the city or village. The person filing the petition must also mail a copy of the scale map and legal description of the territory to be annexed to the WDOA within 5 days of filing with the village/city. The village or city

governing body is required to review the advice of the WDOA before approving the annexation ordinance. This advice will be received from WDOA within 20 days of when the petitioner files with WDOA and is not binding upon the annexing village or city, but must at the very least be considered before taking action on the proposed annexation. During its review for advice, the WDOA has defined public interest as whether or not the government services can be better provided by the town, village, or city that is being considered as well as the shape and homogeneity of the proposed annexation (p.4).

It should be noted that unless a boundary agreement is in place that states otherwise, no annexations by a village or city can occur unless the village or city agrees to pay annually to the town the total amount due for property taxes in the year in which the annexation is final for the annexed territory for a period of 5 years. There is also one notable exception for those villages and cities that are not located within the same county as the township from which they wish to annex land: these villages and cities cannot annex land from townships in a different county unless the Town Board has adopted a resolution that approves the proposed annexation, and the County Board in which the territory to be annexed is located adopts a resolution also approving the proposed annexation.

Annexation by Unanimous Approval is preferred by applicants for several reasons. First and foremost, the applicant avoids bringing those known as “unwilling parties” into the annexation process. Secondly, this method of annexation does not require the publication of intent to circulate an annexation petition, again keeping those involved to a minimum and more importantly to those that are in favor of the annexation.

Lastly, this method ensures the legal inability of a township to contest the annexation (Taylor, 2005).

It should be of note that in order to help communities handle any disputes that may arise out of any annexation petition, the WDOA makes available a list of professionals that have identified themselves to WDOA as professionals qualified to facilitate alternative dispute resolution (ADR) of annexation and boundary disputes at its website.

Annexation by One-Half Approval and Annexation by Referendum (§66.0217)

The Wisconsin State Statutes combine these two methods into one statutory subsection. Many of the provisions governing the direct annexation by unanimous approval method apply to the one-half approval and annexation by referendum methods. The provisions include, "notice, petition and filing requirements, owners and electors, contesting annexations, validity of plats, revenue sharing or boundary agreements, and relationship of the annexation petition to any possible filed incorporation petitions" (p.6).

Under direct annexation by one-half approval, the petition for direct annexation can be filed with the village or city clerk after it has been signed by, "a number of qualified electors residing in the territory subject to the proposed annexation equal to at least the majority of votes cast for governor in the territory at the last gubernatorial election, and either of the following: the owners of one-half of the land in area within the territory or, the owners of one-half of the real property in assessed value within the territory" (p.7).

If no electors reside in the territory subject to the proposed annexation, the petition may be filed if signed by either, “a) the owners of one-half of the land in area within the territory or, b) the owners of one-half of the real property in assessed value within the territory” (p.7).

Following the rules of annexation by referendum, such a petition may be filed with the village or city clerk if signed by, “a number of qualified electors residing in the territory equal to at least 20% of the votes cast for governor in the territory at the last gubernatorial election, and the owners of at least 50% of the real property either in area or assessed value” (p.7). These two types of annexation must be noticed by a class one notice in a newspaper likely to give notice in the area or to the person affected, being published once no sooner than 7 days before the public hearing (Wisconsin State Statutes, 2008a). Should there be a failure to perform such notice and the annexation is litigated, there is the possibility that the petition can be overturned (Common Ground, 1999). This is true for all methods of annexation requiring public noticing.

The additional notice requirements for these types of annexation are more inclusive, seeing how the petitioner does not have the signature of all the landowners. This demonstrates the lack of unanimous support, making additional notice requirements worthwhile to ensure the opinion of the area is indeed in favor of the annexation. The additional notice requirements include a statement of intent to circulate a petition of annexation, legal description of the property under consideration and a scale map, name of all municipalities involved, name and mailing address of the petitioner, and notice of where a scale map of the proposed territory can be viewed at the offices of those

municipalities involved. The petitioner is also responsible for sending a notice of the annexation to the clerk of each affected school district and municipality and each town land owner if their land will thereafter be in a village or city within five days of the publication of the public notice, as well as the WDOA. The petition must then be circulated not less than 10 days but not more than 20 days after the publication of the notice of intent to circulate. The petition becomes void unless filed within 6 months of the date of publication of the notice.

The Department of Administration will review the petition and provide advice to the township and village/city involved in the annexation to whether or not it is in the best interest of the public, and why so. The municipalities should review this advice before taking final action.

The referendum procedure is quite complicated. This method is rarely used, and when so, is rarely successful (On Common Ground, 1999). The village board or common council has sixty days after the filing of the petition to either accept or reject the petition. The village/city is responsible for the cost of any referendum favorable to annexation should they accept the petition.

Following acceptance or failure to reject the petition, the village/city clerk must give notice by personal service or registered mail to the clerk of the township(s) from which the territory is to be annexed, as well as to any individual who so requests. The notice will clarify the intentions of the petition as to whether it is for direct annexation and if the petition does indeed request a referendum on a question of annexation. The referendum on the question of annexation will be held between 42 and 72 days after the

mailing date. Only if the petition signed by at least 20% of the electors residing in the area to be annexed has been filed with the town clerk within 30 days after the mailing date will the annexation proceed. The referendum will be held at a place within the town that is convenient to the general public.

If more than one town is involved, the clerk must determine which of the towns has the most electors in which the area is to be annexed, and the election must then be held within that town. The referendum will be noticed the day next preceding the referendum and 1 week prior to that publication. Speaking specifically to the language on the ballot, the ballots must contain the phrases “for annexation” and “against annexation” and follow normal election procedures. The Town Board may reduce the number of election officials that cover the election. The clerk must file the certified results with each municipality affected. If the vote is against annexation, the town(s) will bear the costs in proportion to the number of electors within the territory to be annexed.

If the vote is “for annexation,” an ordinance annexing the territory can then be enacted by a two-thirds vote of the elected governing body, which must take place not less than 20 days after the publication of the notice of intent to circulate the petition and not later than 120 days after filing with the village/city for the petition for annexation. The annexation is then effective upon enactment of the ordinance. It should be noted that a board of school directors is not responsible for administering schools in the annexed territory until July 1 following the annexation. The clerk of the village/city will then be responsible for the filing requirements as cited in §66.0217(9).

Annexation by City or Village Initiated Referendum (§66.0219)

This annexation method is rarely used because a referendum vote on area landowners is held before the annexation may proceed. Unlike other instances in which residents begin and pursue the annexation, this type is brought on by the municipality, and is not directly attached to the interests of any particular group of residents. Under this method of annexation, unincorporated territory that is contiguous to a village or city may be annexed.

To begin the process, the governing body of the village or city must adopt a resolution by a two-thirds vote that states its intention to apply to the circuit court for an order on an annexation referendum. This resolution must be published as a class one notice, and a scale map of the territory to be annexed has to be made available. The resolution must be served to the town(s) from which the territory to be annexed is located within five days of the publication of the resolution. The village/city petition is to be filed in the circuit court between 30 and 45 days after the publication of the notice of intention.

If a petition signed by a majority of the electors voting in the last gubernatorial election residing in the territory to be annexed or the owners of at least one-half of the real property protesting against the annexation, the court will deny the application. If the court is satisfied with the petition, it will direct a referendum on the question of annexation to be held. The election procedure is the same as that for annexation by referendum. The village/city will bear the costs of such election.

Should the majority of the electors vote against the annexation, no more action involving this same territory or part of the same territory by the same village/city may

occur until at least 6 months after the election. If a majority votes in favor of the annexation, the territory shall be annexed following the same filing requirements as for one-half approval and annexation by referendum. Appeals are limited to orders from the circuit court over specific contested issues they have determined.

Annexation of Town Islands (§66.0221)

This method of annexation is essentially obsolete and not typically used anymore. The initial intention of this method was to provide villages and cities the unilateral power to annex small town island areas that were located within village/city boundaries as of 1973. This method is not utilized much today because these types of areas have already been annexed.

This method of annexation allows a village or city to enact an ordinance that annexes territory from a town or towns that is completely surrounded by the applicable village or city on December 2, 1973 by unilaterally enacting an ordinance by a two-thirds vote of the governing body. The ordinance would apply to all the surrounded town areas with the exception of those that are agreed upon by all parties to remain exempt from this provision. The ordinance is to include the names of all town(s) from which territory will be taken as well as a legal description of the land. As with all methods of annexation, there are specific filing requirements that in this case include filing with the Secretary of State, Department of Transportation, Wisconsin Department of Natural Resources, Department of Revenue, and Department of Administration.

This provision does not apply if the town island was created by the annexation of drainage ditch or railroad right-of-way, or to town owned land with town buildings upon it. Also, no land can be annexed in this manner if the territory under consideration is over 65 acres in size or has over 100 residents residing on it. It is notable that after December 2, 1973, no village or city is allowed to create a town island. The only manner in which a village or city may create a town island through annexation is if the land being annexed is part of a cooperative plan for boundary change under s. 66.0301(6) or 66.0307, whereby all parties involved are part of the cooperative plan.

Annexation of Territory Owned by a City or Village (§66.0223)

The major difference between this method of annexation from those previously discussed is this method does not require contiguity for the property to be annexed to the applicable village or city. It should be noted, however, that the territory annexed under this method cannot be used as contiguity from which to based future annexations.

This method of annexation allows land owned by a village or city that is near but not required to be contiguous to be annexed via an ordinance adopted by the governing body of the village/city so long as the use of the land is not contrary to the applicable town or county zoning ordinance. Filing requirements include sending certified copies of the ordinance to the clerk of the county in which the annexed territory is located, the Secretary of State, Department of Transportation, WDNR, WDOA, Department of Revenue and Department of Public Instruction.

This method of annexation may not be used if no part of the village or city is located within the same county as the desired territory is located unless three stipulations are met: “a) the town board adopts a resolution approving the proposed annexation, b) the county board of the county in which the territory is located adopts a resolution approving the proposed annexation, and c) the city or village, and the town, enter into a boundary agreement under s. 66.0225, 66.0301, or 66.0307” (p.18).

Now that the various methods by which land can be annexed have been explained, a common question is, are there any methods that can be used to stop land from being annexed without incorporating? The answer to this is, “not yet,” but there are continual efforts within the Wisconsin legislature to adopt legislation of this sort, such as Charter Town legislation.

Charter Towns

One method of allowing towns to protect their borders as if they were a village or city, but allowing them to remain a township has been floating through the Wisconsin state government in 2007-2008. In February of 2007, Senate Bill 36 dealing with charter towns was introduced. This bill would effectively allow towns to protect their municipal borders if they meet specified requirements.

The latest version of this Bill, Assembly Bill 79, died in Committee on March 21, 2008, since it failed to pass pursuant to Senate Joint Resolution 1. In a phone interview with Attorney Lee Turonie, Assistant Legal Counsel with the Wisconsin Towns Association, Mr. Turonie stated the main reason AB 79 died in Committee was the Bill

took away the power of villages and cities to annex land from charter towns. In order to make the Bill more palatable, Mr. Turonie stated the legislature will most likely come back with a version that once again allows annexation of land to villages and cities, while preserving other advantages for towns contained within the Bill (Turonie, 2008).

If passed, the legislation would allow a town possessing village powers the opportunity to adopt a resolution declaring the town a charter town. Once the resolution is adopted, the Town Board must call a referendum to ratify the resolution at the next spring primary or election or September primary or general election, not to be held sooner than 45 days after the ratification referendum is called by the Town Board. The question would ask, "Do you approve the Town Board resolution declaring the (insert Town) to be a Charter Town?"

There are many advantages for townships that would result from legislation allowing them to become charter towns under AB 79 should something of this form be adopted. To begin, it would allow a charter town to create a TIF district to the same extent as a city or village. It would also allow a charter Town Board to exercise certain zoning powers, exempting that specific town from all County zoning ordinances aside from wetland and shoreland zoning unless it so chooses to be governed by selected County zoning ordinances. The legislation would exempt the town from being subject to city and village extraterritorial powers (zoning and plat review). Certain charter towns would even have the County recognize the official town map in the same way as a village or city (if certain criteria are met). The bill does, however, not allow charter towns to

annex territory or to exercise extraterritorial zoning or plat approval like a villages or cities.

In order to gain this status, however, there is a list of requirements that must be met. To begin, the population of the town must be at least 2,500. The town must create a Plan Commission and adopt a comprehensive plan, zoning ordinance and official Town Map. The Town Board must enact and enforce building code ordinances and a subdivision ordinance. The Board must also enact construction site erosion control and storm water management zoning ordinances. In addition, at least 10% of town residents must receive water, sewage, or both from a town sanitary or utility district, metropolitan sewerage district, or another town, city, or village. The equalized value of the town must exceed $100,000,000, and the town must provide law enforcement service 24 hours a day through a town police department or joint police department with another city, village or town. The proposed legislation would also allow a Town Board to revoke their charter town status by adopting a resolution, not sooner than 4 years after the effective date of the resolution declaring the town a charter town, that revokes the charter town status. This follows the same process as that which declares a charter town.

Essentially, should charter town legislation pass in a similar form to what is outlined in AB 79, it would provide townships an option to protect themselves from further annexation without fully incorporating. However, with most if not all villages and cities opposing any version of the legislation that would prevent villages and cities from being able to annex township territory, townships and township advocates may be fighting an uphill battle trying to get the current version of the legislation passed.

Summary / Annexation Policy Questions

As demonstrated, there is a menu of annexation options for property owners and villages and cities to utilize. One of the options, Annexation of Town Islands is not used much anymore since most of the islands that can be annexed unilaterally by villages and cities have already been annexed. All things considered, however, state statutes provide ample opportunities for interested parties. Some view this as maximizing a property owners options of what they can do with their land. This same variety of options, however, places a burden upon townships in that they well know that township land will likely be lost if it abuts a growing village or city.

In *Common Ground,* George Hall, the Director of Municipal Boundary Review for the WDOA, raises some pointed questions regarding annexation and land planning in today's communities. For instance, towns spend money on comprehensive plans and other town center and revitalization plans as encouraged by the state. These planning efforts and monies spent, however, may end up in vain should the areas planned for be annexed (On Common Ground, 1999). Is this fair? Should the money spent on these plans be repaid to townships as part of the annexation? Situations like these where the town has taken ownership over an area and planned for it to become a central part of the town and the tax base, one will find entrenched interests, a frozen boundary and an intense boundary conflict.

Mr. Hall brought another pointed question when he asked, "should annexation continue as the principal means of transferring territory from towns to cities and villages?" (On Common Ground, 1999, p.5). Instead, he questions if other avenues such

as intergovernmental agreements could be used to address land use and service issues. This is an interesting concept. For instance, a town could rezone a property to meet the needs of a developer and contract with the neighboring village or city to provide the necessary services. This contract could address the shared services and any possible revenue sharing that would need to take place. It could be a win-win for all those involved, and minimize any possible conflict along the way.

CHAPTER FOUR

ALTERNATIVES TO ANNEXATION

Now that the menu of annexation methods has been explained, the next logical question is: are there ways in which communities can avoid border and annexation disputes? The answer is, yes. There are several options including consolidation, incorporation, detachment, and various methods under cooperative boundary agreement statutes (cooperative boundary agreements, mediated agreement procedure, stipulations and orders, general agreements, and revenue sharing agreements).

Incorporation[3]

Incorporation is essentially the formation of a new village or city from township land. As the Wisconsin Department of Administration explains, the incorporation process involves principally the following: (a) a petition signed by residents, (b) a circuit court, and (c) the Incorporation Review Board (via the Wisconsin Department of Administration). The Incorporation Review Board consists of the Secretary of Administration (or his/her designee), two members appointed by the Wisconsin Towns Association, one member appointed by the League of Wisconsin Municipalities, and one member appointed by the Wisconsin Alliance of Cities (Wisconsin State Statutes, 2008a).

There are several topics that must be addressed by the township applying for incorporation that will be carefully considered by the Incorporation Review Board. The

[3] Unless otherwise noted, information in the section titled "Incorporation" comes from (WDOA, 2005).

area under consideration should be homogeneous and compact when considering 'natural boundaries, drainage, soils, existing and potential transportation facilities, political and school district boundaries, and shopping and social customs' (p. 6) They also consider population density and potential density, land use, if tax revenue sources will be able to provide for municipal services in a manner comparable to other local municipalities (if neighboring villages or cities have filed a resolution to annex township land and comparing their level of service), what the impact on land not included in the incorporation would be, and the effect the incorporation would have on the existing metropolitan community (if the incorporation is not included in a metropolitan community then this is not considered). See Figure two on the following page to view a flow diagram of the incorporation process.

Consolidation[4]

Wisconsin statutes allow for consolidation through three different statutory sections. Two of the sections deal specifically with consolidation, while the third is primarily designed for cooperative boundary agreements.

[4] Unless otherwise noted, information in the section titled "Consolidation" comes from (WDOA, 2008c).

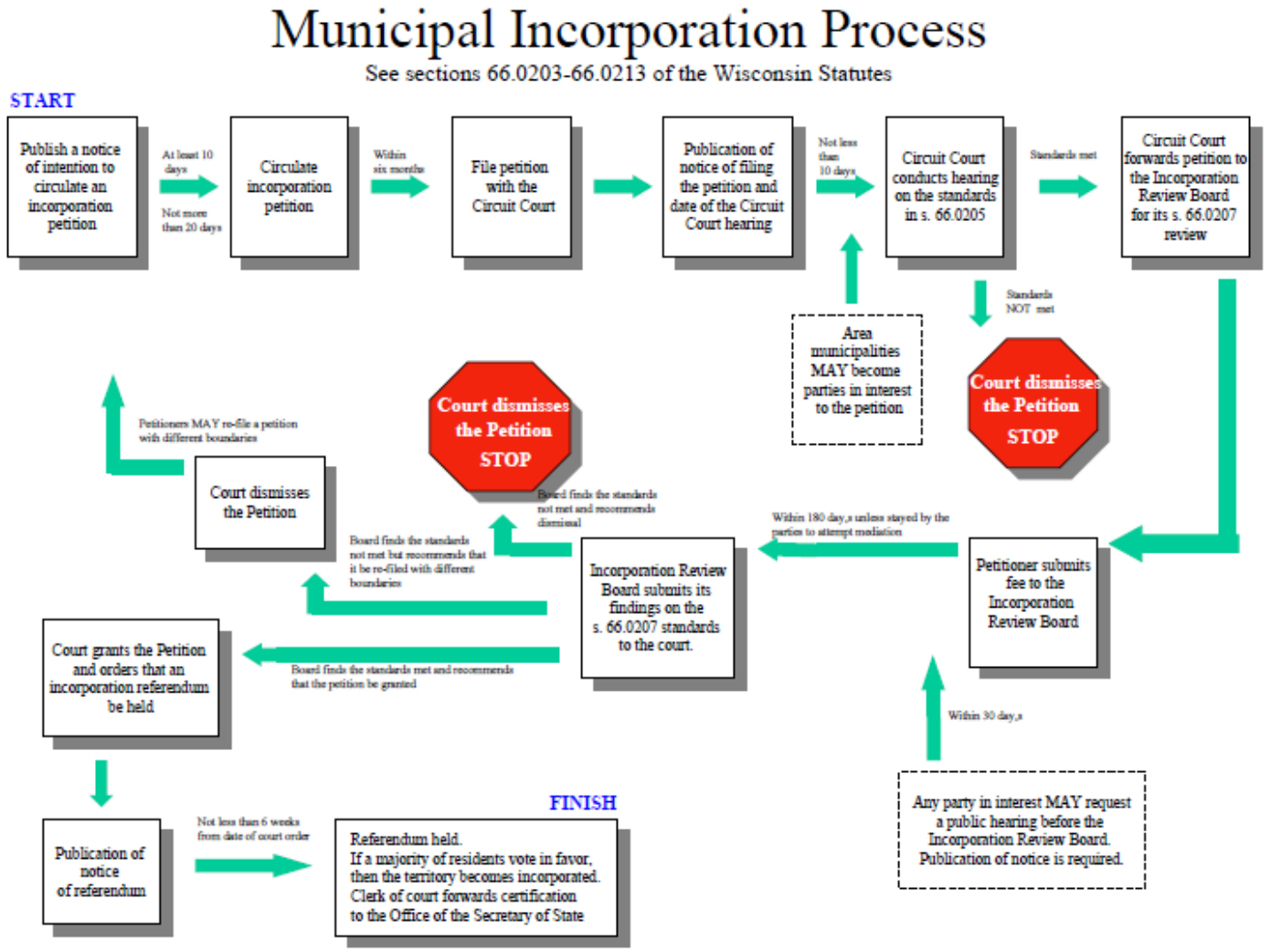

Figure 2. Incorporation process flow chart.
Source: Wisconsin Department of Administration

Consolidation Under §66.0229

This method allows a township, village or city to consolidate with a contiguous township, village or city. In order for the consolidation to occur, an ordinance must be passed by a two-thirds vote of the governing body of each participating community. The ordinance must then be ratified by the community electors at a referendum held in each community. This method provides another measure of thoroughness if a township is involved. Should this be the case, the consolidation must be submitted to the circuit court and Wisconsin Department of Administration to determine if the consolidation is indeed in the best public interest. The WDOA notes that consolidations of townships with villages and cities under this statute are few due to the standard of homogeneity and compactness, as many townships do not meet these criteria with their tendency for large amounts of rural land.

Consolidation Under §66.0230

This method was created in 2003 as another method for townships to consolidate with adjacent villages and cities and lacks the homogeneity and compactness standard found in §66.0229. This statute requires the development of a comprehensive plan for the consolidated community in addition to boundary agreements with all of the neighboring communities. Unlike the previous method, the WDOA does not review this type of consolidation. The process at the local level, however, retains the requirement of an ordinance passed by a two-thirds vote of all the members of the governing bodies to be ratified by the electors at a referendum held in all participating municipalities.

There are a few additional requirements with this method. In order for all or part of a township to consolidate with a village or city, all communities involved must approve identical resolutions specifying the level of services residents of the proposed community enjoy including at least the following areas: parks, public health services, animal control, library, fire and EMS, law enforcement. Each community involved must adopt an identical resolution covering the leasing/ownership of government buildings. The statute also specifies that at least some part of the new village or city must be served by sewer, and if a remnant of the township included in the consolidation remains outside of the new village or city, this must be addressed so the town becomes part of an adjacent town, village or city.

Consolidation Under §66.0307 (Using Cooperative Boundary Agreements)

As mentioned before, this statute does not specifically deal with consolidation, but rather with cooperative boundary agreements. That being said, a description of this method of consolidation can be found in the following sections addressing Cooperative Boundary Agreements.

Detachment (§66.0227[5])

Unlike the other options, the detachment method offers the opportunity for territory already within another village or city to detach and consequently attach to another town, village, or city. This is the only method by which a town can gain land,

[5] Unless otherwise noted, information from the section titled, "Detachment" comes from (Wisconsin State Statutes, 2008b)

other than when consolidation leaves a remnant piece of land that may attach to another township.

In order for a detachment to occur, a petition must be signed by a majority of the property owners of three-fourths of the taxable land within the territory under consideration. If there is no taxable land within the territory, the petition must be signed by all land owners within the territory and filed with the clerk of the city or village of the village or city from which the detachment is to occur within 120 days of the publication of the notice. Following this action, an ordinance detaching the land can then be enacted within 60 days of the filing of the petition by the community detaching the land. This ordinance must be passed by a three-fourths vote of the members of the governing body of the village or city. Once completed, the ordinance can then be accepted by another ordinance from the town, village or city of which the territory is to be attached, also adopted by a three-fourths vote.

Should the governing body of a town, village or city, or the residents of any of the communities involved in the process question the intention of the detachment, they may file a petition calling for a referendum so long as the petition is filed within 30 days of the passage of either of the ordinances in favor or the detachment. If the residents bring the petition forward, it must be signed by at least 5% of the votes cast for the governor in the applicable town, village or city in the last gubernatorial election. An election on the question of detachment will then be held between 42 and 72 days after the petition has been filed or after the enactment of either ordinance.

Cooperative Boundary Agreement Statutes[6]

As with the annexation statutes discussed earlier in this paper, this section herein explaining the cooperative boundary agreement statutes will be explained in detail since this is the main focus of the paper. Incorporation, detachment, consolidation and annexation are important in their own right; however, cooperative boundary agreements are currently very relevant, with a great number of Wisconsin communities choosing this method to help reconcile their annexation and boundary disputes. As the Department of Administration comments, "these conventional methods tend to be one-sided and may cause tension and protracted conflict and litigation between municipalities. Boundary agreements are an alternative to this because they enable municipalities to focus on shared values, points of agreement, and solutions that may benefit everyone" (p.1). The general boundary agreement process is shown below. Some procedures were not included to keep the chart simple, and include residents petitioning for an advisory referendum, residents petitioning for the agreement be adopted by a super-majority vote of the governing body, the possibility of a public hearing by DOA, and the possibility that DOA sends the agreement back to the communities with comments on additional work that is needed for approval.

There are four different statutes that address boundary agreements in the state of Wisconsin. They include Cooperative Boundary Agreements (§66.0307), Mediated Agreement Procedure (§66.0307), Stipulations and Orders (§66.0225), General Agreements (§66.0301), and Revenue Sharing Agreements (§66.0305).

[6] Unless otherwise noted, information from the section titled, "Cooperative Boundary Agreement Statutes" comes from (WDOA, 2008d)

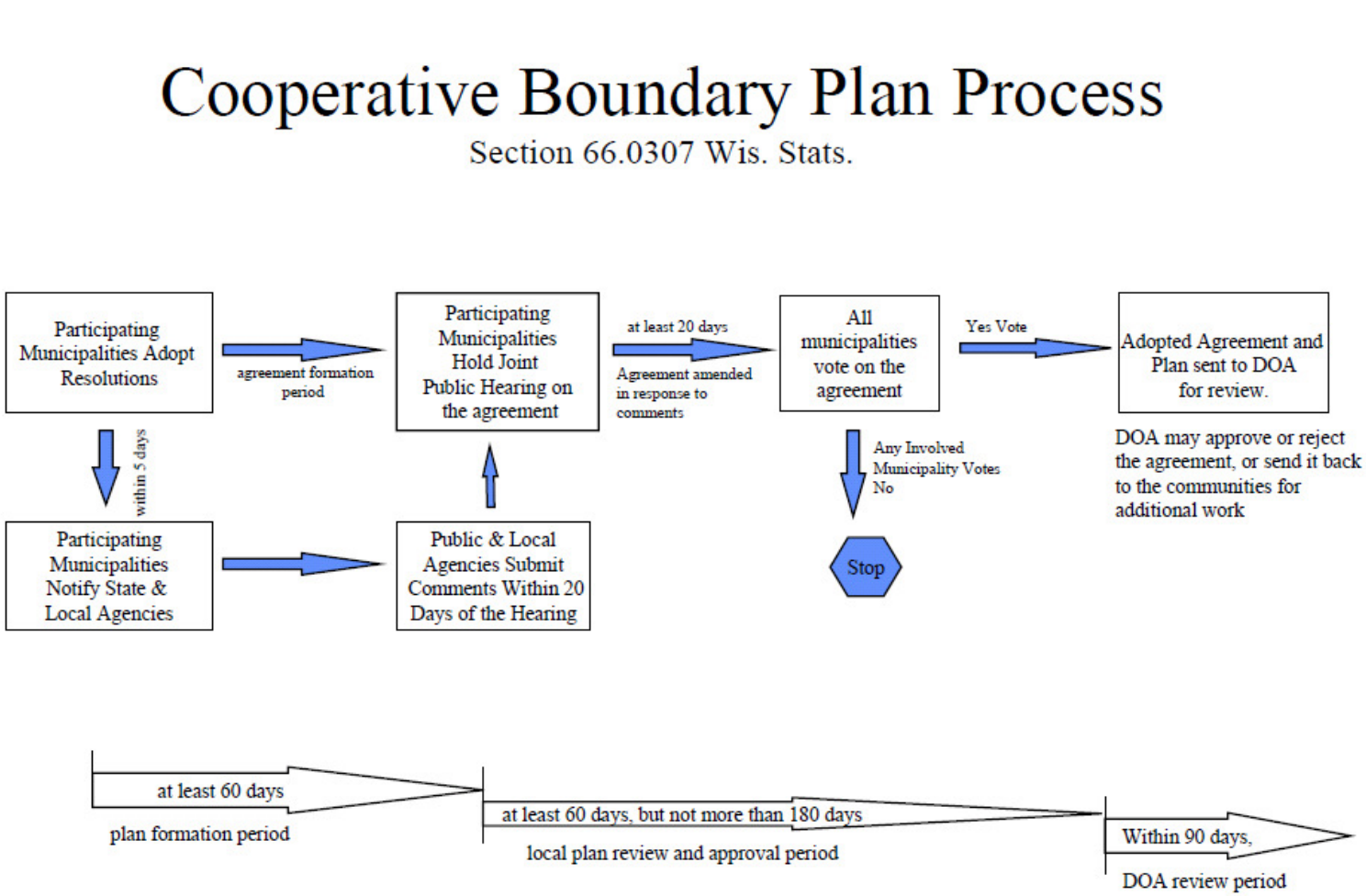

Figure 3. Cooperative boundary agreement process flow chart.
Source: Wisconsin Department of Administration

Cooperative Boundary Agreements (§66.0307)

Cooperative boundary agreements are the most thorough method of completing a boundary agreement. There are many reasons this is true. For instance, this method is the longest in terms of overall time it takes to complete the process, it includes a broad notice to area residents and applicable jurisdictions and public hearing, a plan for the boundary agreement area, public comment period, an advisory referendum (if applied for) and a review by WDOA. In their review, the WDOA may deny, approve, or recommend changes to the agreement.

This statute allows any grouping of municipalities to determine a new or existing boundary under a cooperative plan approved by the WDOA. The cooperative plan is to provide critical information that will outline how the agreed upon boundary will shift or not shift over the planning period and when any changes are to occur, subject to conditions spelled out in the plan. The plan is to be composed by the municipalities involved in the boundary agreement. It is also to be consistent with the comprehensive plans of those involved, stating how it is so within the cooperative plan itself. Among other things, the cooperative plan must:

1. Identify the boundaries to be changed and those to remain constant during the planning period;
2. Identify those conditions that must be met before a specified boundary change can occur;
3. Include a schedule of time span during which a boundary change may or shall occur;

4. Provide a statement explaining how the plan and the shape of any boundaries is not the result of arbitrary decision and proves consideration for compactness of area. The plan should also consider the quantity of land affected and compatibility of the change or lack thereof with, "natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs" (p.9);
5. Describe the services that will be provided to the area as addressed in the plan, identifying the service provider and if those services have already received preliminary approval;
6. Provide a schedule of the services to be delivered;
7. Provide a statement explaining how necessary municipal services described in the plan will be provided; and,
8. Identify the municipalities involved in the cooperative plan that must ratify the boundary changes through the passage of an ordinance.

The actual content of the plan will describe the plan consistency with state and federal laws, county shoreland zoning and other applicable municipal regulations, the zoning that will apply to the area covered by the plan, and state if any existing cooperative boundary plan for the area is in effect and if any of the elements of that plan will continue to be in effect.

The process of adopting a cooperative plan begins by each of the participating communities adopting a resolution authorizing inclusion in the plan. Within 5 days of adoption, a notice of the resolution must then be forwarded to the WDOA, WDNR, clerk

of the applicable county, trade and consumer protection and WisDOT, the clerks of those municipalities, school districts, technical college districts, sewerage or sanitary districts within five miles of any of those municipalities taking part in the plan, as well as any county zoning agency or regional planning commission with jurisdiction over any of the participating municipalities.

A class three public notice will then be published (published three times), advertising a public hearing to be held at least 60 days after the last resolution has been adopted and at least 60 days before the submission of a cooperative plan to the WDOA. The public hearing is to be a joint public hearing between all those municipalities participating in the plan. Comment on the plan is to be received before, at or within 20 days of the hearing. Also, a county zoning agency or regional planning commission governing any of the communities must comment on the effect of the plan on the regional planning commission's master plan or the county's development plan on at least the delivery of municipal services.

Once all comments have been received and considered, participating communities may revise the plan. Once a final version has been produced, it may be adopted by a resolution of each participating community. Should a petition signed by at least 10% of the votes cast for governor in the last gubernatorial election opposing the plan be filed with any of the municipalities within 30 days of the public hearing, the plan may still be adopted by that municipality via a three-fourths vote of the member of the governing body.

Even after the plan has been filed, the statutes allow for what is termed an "advisory referendum" to be held. The advisory referendum is to be held if within 30 days of adoption of the final plan a petition signed by at least 10% of the votes cast of the governor in the last gubernatorial election is filed with the clerk of a participating municipality. The referendum is to be held between 42 and 72 days after adoption of the resolution adopted by the applicable governing body calling for the referendum. This referendum will provide the WDOA a pulse of what the voting public feels about the cooperative plan.

The plan will advance to the WDOA if no such advisory referendum is held. This will occur between 60 and 180 days after the public hearing. If an advisory hearing is held, however, each individual municipality will then have to determine by means of a resolution whether or not to submit the current version of the plan to the WDOA. These referenda should be adopted within 60 days of the last referendum held. Should any one of the communities not approve the submittal of the plan, the plan cannot be submitted. If the plan is submitted, any and all comment received must be included with the plan.

Mediated Agreement Procedure (§66.0307)

Another route that townships, villages or cities may pursue is that of a mediated agreement. This method would be employed in those situations in which all parties involved are not mutually invoking the cooperative plan. Under this statute, a township, village or city can petition for mediation if they adopt a resolution requesting an adjacent town in the case of a village or city, or, a village or city in the case of a township and the

applicable community fails to adopt the resolution within 60 days of when the request is received; and, the community invoking the action has an adopted comprehensive plan.

If the community meets the above criteria, it would submit the petition within 90 days after they have adopted the resolution. Once the WDOA has received the petition, it will notify the nonpetitioning municipality that the petition has been submitted. Within 45 days of receiving the notice from the WDOA, the nonpetitioning community will notify the WDOA whether or not it agrees to participate in a cooperative plan. The WDOA will notify the petitioning community of the decision. If the non petitioning community refuses to participate in the mediation, the petitioning municipality may not petition the same municipality under this statute for the following three years.

A decision to not engage in this mediation for a township has a consequence: the township cannot contest any annexation of its land to the petitioner for the shorter of the following two periods: (a) 270 days beginning after the township refusal, or (b) the period from when the town refuses mediation to when the township agrees to engage in mediation. If a township petitions a village or city to engage in mediation and they refuse, any annexation of land that takes place during the same periods above will be reviewed by the WDOA. These annexations may be contested by a township if the WDOA determines that the annexation to not be in the public interest.

If both agree to mediate, they will work to select a mediator. The WDOA assists with this task if the communities cannot agree on a mediator, and will provide a list of five mediators; the communities will ultimately choose the mediator from this list. The mediation period last 270 days unless extended through agreement. The costs of this

process are split by those involved. Before commencing mediation, the communities involved will adopt a resolution and publish notice of said resolution. Once a cooperative plan is agreed upon, a public hearing will be held on the plan not sooner than 45 days after an agreement is reached and at least 45 days before the plan is submitted to WDOA for review.

The WDOA will review all comment and any information it requests from other governmental bodies before making its decision within 90 days of receiving the plan (unless the WDOA and communities agree to extend this period). If desired, anyone can request a public hearing be held on the matter at the WDOA by submitting a request within 10 days of WDOA acceptance of the plan.

The plan must meet certain specifications in order to be approved by the WDOA:

1. The plan content is sufficient to allow the WDOA to make a determination on the plan;
2. The plan must be consistent with the comprehensive plans of the participating communities, state laws, and applicable municipal regulations;
3. The plan provides for the delivery of necessary municipal services to the land addressed in the plan;
4. The boundaries in the plan are not arbitrary and considered compactness and the quantity of land affected and compatibility of the change or lack thereof with, "natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs" (p. 9); and,
5. Proposed planning periods exceeding 10 years are consistent with the plan.

Should the WDOA feel that alterations need to be made to the plan before approval, it will return the plan with comments to the municipalities involved. The communities will then have the opportunity to revise, adopt by resolution, and send back the WDOA within 90 days after the plan has been returned to them by the WDOA. The WDOA will then make a determination on the plan within 30 days.

As with a comprehensive plan, a cooperative plan can be amended during the planning period. In order to do so, all communities involved must agree to the amendment and the WDOA must also approve the amendment. The amendment will be adopted by a resolution of all the municipalities involved. The validity of a cooperative plan or an amendment to the cooperative plan cannot be contested if commenced later than 60 days after the WDOA has approved the cooperative plan.

Stipulation and Orders (§66.0225)

Under this statute, any two municipalities that have adjacent boundaries and are a party to an action, proceeding or appeal in court testing the validity of an annexation are allowed to enter into a written stipulation. This stipulation is a compromise that will settle the litigation and the boundary line between the municipalities that is involved in the annexation. The case may be heard by a circuit court, court of appeals, or Supreme Court. The stipulation must then be approved by the governing bodies of each municipality.

A referendum may be required under this statute should a petition signed by at least 20% of the electors residing within the territory be filed within 30 days after the publication of the stipulation to the clerk of the community from which the greater area is

to be removed. The referenda for stipulations are to be held in the same manner as are referenda for annexations.

General Agreements (§66.0301)

The statutes under §66.0301 authorizes municipalities to contract with other municipalities and federally recognized Indian tribes and bands in the state of Wisconsin. These contracts are able to provide a plan for administration of the project as well as create a commission to, "finance the acquisition, development, remodeling, construction and equipment of land, buildings and facilities for regional projects" (p.14). The projects can also be financed by the participating municipalities acting singly or jointly. No commission, however, can be involved in the operation of public utilities including heat, light, power, natural gas or communications, or work associated with roads or highways outside the corporate limits of a village or city unless so approved by the WisDOT and applicable county board.

Under this statute, any two municipalities with adjacent boundaries can enter into a written agreement regarding all or a portion of the boundary common to the participating communities. Agreements regulated by general agreements can include provisions authorized under this section and S.66.0305 and one or more of the following:

1. That specified boundary lines apply on the effective date of the agreement;
2. That specified boundary line changes must occur during the term of the agreement and the approximate dates by which the changes must occur;
3. That specified boundary line changes may occur during the term of the agreement and the approximate dates by which the changes may occur.

4. That the boundary changes occurring under #2 or #3 is subject to the occurrence of conditions set forth in the agreement;
5. That specified boundary lines may not be changed during the term of the agreement.

The maximum term for a general agreement is 10 years, after which all provisions of the agreement expire aside from the boundaries which remain in effect until changed at a later date (if changed).

In order for such an agreement to become legitimate, the municipalities involved must issue a class one notice regarding a public hearing to be held at either each community individually or by means of a joint pubic hearing. The communities must also provide a notice via certified mail to all those property owners that possess property in or adjacent to the territory under consideration for a change of jurisdiction. The municipalities must then adopt a resolution on the matter and publish the agreement as a class one notice.

A referendum may be required under this statute should a petition signed by at least 20% of the electors residing within the territory be filed within 30 days after the publication of the stipulation to the clerk of each municipality involved in the petition. The referenda for stipulations are to be held in the same manner as are referenda for annexations.

These agreements can be crafted so as to disallow any other method of boundary change from altering the boundaries included in the applicable agreement, except for

annexations under §281.43(1m). There can be no action contesting the validity of a general agreement once 60 days have passed.

Revenue Sharing Agreements (§66.0305)

Under this statute, this type of agreement allows two or more political subdivisions to, "share all or a specified part of revenues derived from taxes and special charges as defined in §74.01 (4)," by a majority vote of a quorum of the governing bodies. A public hearing will precede any agreement by at least 30 days, to be noticed by a class three notice. Agreements under this statute must meet all of the following conditions:

1. A 10-year term;
2. The boundaries of the area within which the revenues are to be shared in the agreement must be specified;
3. The formula or other means of determining the amount of revenues to be shared under the agreement must be specified;
4. The date upon which revenues agreed to be shared under the agreement must be paid to the appropriate political subdivision must be specified; and,
5. The method by which the agreement may be invalidated after the expiration of the minimum period specified.

In order for a revenue sharing agreement to take place, the political subdivision must be contiguous to at least one other political subdivision participating in the agreement. An advisory referendum may be required under this statute should a petition signed by at least 10% of the votes cast for governor in the last gubernatorial election residing within

the territory be filed within 30 days after the public hearing to the clerk of a participating political subdivision. The governing body would then have to adopt a resolution for such referendum.

The advisory referendum will then be held between 42 and 72 days after adoption of the resolution to be noticed in the newspaper of general circulation in the political subdivision on the day next preceding the referendum election and one week prior to that publication date. The costs of the referendum are to be paid by the political subdivision that holds the election.

Alternative Dispute Resolution

The Wisconsin state statutes encourage the use of Alternative Dispute Resolution (ADR) to help reach decisions regarding all of the different types of land use disputes including annexation, consolidation, incorporation, general agreements, stipulations and orders, cooperative boundary agreements, detachments and other types of environmental and intergovernmental conflicts by means of 2007 Wisconsin Act 43. The WDOA describes that the Act:

1. Requires that the WDOA maintain a list of professionals skilled in ADR;
2. Outlines a mediated process that communities are able to use to help reach a cooperative boundary agreement; and,
3. Encourages courts to resolve annexation and related litigation by using ADR (WDOA, 2008e).

In a nutshell, the WDOA defines ADR as, "a term describing a variety of procedures used to resolve disputes and encourage win-win decisions" (WDOA, 2008e). The main benefits of ADR techniques is they tend to be less adversarial than court trial, and even better for those involved, the process tends to be less expensive and faster, with those involved typically being more satisfied with the end decision than if the courts were to decide the outcome. The main reason for this higher satisfaction is that both parties had a greater level of input in the outcome.

Types of Alternative Dispute Resolution Defined in State Statutes (§ 802.12)[7]

Wisconsin statutes define a range of ADR techniques. These will be briefly described here, starting with the most adversarial and most formal; that being binding arbitration.

1. Under binding arbitration, a neutral third person is given the authority to issue a legally binding decision so long as it has the consent of all the parties involved. This decision is subject to a judicial review.
2. Direct negotiation involves the exchange of offers and counteroffers or a dialogue of the strengths and weaknesses of the parties' positions. This process does not include the use of a third person.
3. In early neutral evaluation, a third person gives a non-binding evaluation or observation of written or oral presentation early in the litigation to help move the case as efficiently as possible. If the parties agree, this third person may assist in the settlement negotiations.

[7] Unless otherwise noted, information under this heading comes from (Wisconsin State Statutes, 2008c)

4. In the focus group method, a panel of citizens agreed upon by the parties hears both sides and delivers an advisory opinion on how the dispute should be resolved.
5. In mediation, a neutral third person helps the parties focus on the key issues at hand and facilitates the exchange of information and development of options for settlement. This mediator does not have the power to issue a binding decision if the parties do not agree to settle the case.
6. In a mini-trial, the parties give presentations to a panel selected by the all those involved that consider all the issues at hand and attempt to negotiate a settlement. These can include mini-trials conducted by attorneys or retired judges.
7. Under moderated settlement conference, one or more third person(s) view presentations from the parties and issue advisory opinions to help the negotiation process.
8. Non binding arbitration includes a third person issued the authority to render a non binding decision from which to base further negotiation.
9. Statutes also define a summary jury trial. Here, attorneys present their case to a small jury selected from the regular jury list. The judge may then order the parties to select an ADR technique to attempt settlement. If any of the parties do not consent to this, a trial will proceed as scheduled.

Summary

To this point, the paper has established the necessary background information relating to urban sprawl, comprehensive planning as a policy remedy, annexation, and alternatives to annexation. The focus will now shift from this background information to the purpose of the field project, an analysis of data attempting to answer the research questions (in the case of this paper, the perceptions are those of select attorneys):

> What variables are perceived to help communities reach boundary agreements, or conversely, what variables are perceived to prevent them from reaching a boundary agreement? What is the perceived importance of the different variables to the boundary agreement process?

CHAPTER FIVE

METHODOLOGY AND FRAMEWORK

My original intent was to mail the questionnaire to administrators or elected municipal officials for those communities involved in boundary agreements as identified by a list provided by the Wisconsin Department of Administration. However, I was advised by a boundary agreement expert, Attorney Stanley Riffle of Macy, Molter, Arenz and Riffle, that this method may not result in a significant number of completed questionnaires from which to gather meaningful data. A small return rate would have been a severe limitation to the study.

Instead of gathering data from administrators or elected officials, Attorney Riffle suggested I submit the questionnaire to attorneys specializing in municipal boundary agreements in Wisconsin, who would then complete the questionnaires pertaining to both successful and unsuccessful boundary agreement negotiations for which they have worked. Attorney Riffle believed this method would result in larger number of completed questionnaires from which data could be gathered. Gathering questionnaires from attorneys in this manner would also result in a larger population than the aforementioned list provided the WDOA, by expanding the population to include all of those successful and unsuccessful boundary agreement negotiations taking place in Wisconsin within an indefinite time period (therefore there is no precise population).

Although this method would not result in a representative sample, there was one main justification for gathering data in this fashion. The attorneys completing the

questionnaire were intricately involved in the negotiation process and possess a great understanding of the inner happenings of the specific agreements. This knowledge would enable them to answer all of the questions in the questionnaire. They could reference case notes to correctly answer the questions, whereas elected officials and administrators may not remember all of the details correctly and may not have notes from which to confirm information (not to mention those municipal officials involved in the process may not be present in that specific community any longer). The attorneys also have a complete understanding of the statutes governing the process.

It should be of note that the perceptions of the attorneys may vary from case to case, and from attorney to attorney. These variations may affect the results of the questionnaires and ultimately, the results of the data and analysis provided herein.

Measuring Perception

Many of the questions in the questionnaire measure perceptions of the respondents, and are not of an objective nature. However, if the questionnaire was limited to only objective questions such as, “How long did the process take to complete,” or, “please indicate all those involved in the process,” the results would not be showing the information that is the purpose of the study; that being to identify what variables are perceived to help communities reach boundary agreements, or conversely, what variables are perceived to prevent them from reaching a boundary agreement? What is the perceived importance of the different variables to the boundary agreement process?

To get at the heart of these issues, the questionnaire asks the type of questions that will, by their very nature, be answered with perceptions of the respondent. It is these perceptions, though, that are critical to presenting the new information that is not contained in the limited literature regarding municipal boundary agreements. It is this type of information that can be beneficial and help guide those embroiled in annexation and boundary disputes. This information pertains to what has already actually occurred, and is not just hypothetical dialogue about what variables may or not be important to the boundary agreement negotiation process. The results of the simple descriptive analysis will help identify the perceived importance of the different variables.

Methods

By means of a questionnaire, I am seeking to identify variables that are perceived by attorneys specializing in municipal boundary agreements to help communities reach boundary agreements, or conversely, the variables perceived to prevent communities from reaching a boundary agreement. Additionally, I seek to gather information to help determine the perceived importance of different variables (i.e. open dialogue, shared services, revenue sharing) to the boundary agreement process. The measure of importance is determined by a series of questions that ask the respondent to rate the importance of specific variables on a scale of one to five.

In this study, the dependent variable is whether or not a successful boundary agreement was approved. The independent variables are all those included in the questionnaire, ranging from elected official mindset, to history between communities, to

the presence or lack of open dialogue between the communities participating in the boundary agreement negotiations. The descriptive analysis will provide the results of the questionnaires, describing the different variables and their perceived importance to the boundary agreement process as determined by the attorney respondents.

Questionnaire / Framework

The questionnaire consists of nineteen questions. In order to ensure the questionnaire presented a set of questions containing variables identified as those that most directly influence boundary agreements, several sources were reviewed. A search through existing literature was conducted (including peer review and periodicals), and both email correspondence and personal interviews were conducted with municipal boundary agreement experts. Expert interview included George Hall at the Wisconsin Department of Administration (Municipal Boundary Review) and Attorney Stanley Riffle of Arenz, Macy, Molter and Riffle.

Once the variables were determined, the draft questionnaire was reviewed by George Hall and Attorney Riffle. The questionnaire was also reviewed by Dr. Craig Maher (Associate Professor, Department of Public Affairs and Master of Public Administration Program, UW-Oshkosh) and Dr. Karen King (Associate Professor, Department of Public Affairs and Master of Public Administration Program, UW-Oshkosh) for questionnaire design correctness. The final version of the questionnaire was approved by the UW-Oshkosh Institutional Review Board, which ensures adequate measures are being used to protect those individuals participating in studies. The

questionnaire was then distributed and competed by the attorneys that agreed to participate in the study. Respondents included Stanley Riffle of Arenz, Molter, Macy and Riffle, John St. Peter of Edgarton, St. Peter, Petak and Rosenfeldt, Alan Reuter of Reuter, Whitish and Cole, and William White of Michael Best and Friedrich.

The questionnaire begins with five background questions that identified the communities involved in the boundary agreement negotiations, whether the efforts were successfully or not, and how the communities involved were represented. Respondents were then asked to answer ten questions relating to variables typically present in boundary agreement negotiations, providing information that presents the perceived importance of the variable on the boundary agreement negotiations. Following those questions, respondents were asked to answer a question addressing extra-territorial plat review, extra-territorial zoning, and annexation. Finally, there were three open-ended spaces for the respondent to enter additional input. A complete description of the questions, and a complete analysis of the data is described in Chapter 6: Results.

Data

The data collected by the questionnaire is qualitative in nature. As Trochim notes in his book titled *The Research Methods Knowledge Base*, "all qualitative data is based upon qualitative judgments; and all qualitative data can be described and manipulated numerically" (2001, p.11). I coded nearly all of the responses to the questions numerically for analysis in SPSS (with the exception of the open-ended questions). From these data, I sought to determine, (a) what variables are perceived by the attorneys that help communities reach boundary agreements, (b) what variables are perceived by the

attorneys to prevent communities from reaching a boundary agreement, and (c) what is the perceived importance of the different variables to the boundary agreement process?

A Few Notes

When considering the results of the questionnaires, it should be of note that 16 of the 22 questionnaires completed were for cases in which the negotiations resulted in a successful boundary agreement. In addition, the attorneys completing the questionnaires represented townships in 15 of the 22 cases, villages in six cases, and in one case represented the town and city involved. This disparity in primary community representation is important for the reader to note.

Table 2

Primary Community Type

	Frequency	Percentage
Town	15	68.2%
Village	6	27.3%
City & Town	1	4.5%

CHAPTER SIX

RESULTS

In total, 22 questionnaires were completed by Stanley Riffle of Arenz, Molter, Macy and Riffle; John St. Peter of Edgarton, St. Peter, Petak and Rosenfeldt; Alan Reuter of Reuter, Whitish and Cole; and William White of Michael Best and Friedrich. Since my field project did not include a random mailing of questionnaires, it would be arbitrary to determine a number of completed questionnaires that would indicate a successful or unsuccessful response result, as is customarily done in traditional random sampling questionnaire mailings.

In this chapter, I will analyze the results of the questionnaires, and in doing so answer the research questions: a) what variables are perceived by the attorneys that help communities reach boundary agreements, b) what variables are perceived by the attorneys to prevent communities from reaching a boundary agreement, and c) what is the perceived importance of the different variables to the boundary agreement process? SPSS was used to generate basic descriptive statistics for this analysis.

Community Information

The questionnaire began with a series of questions that provided background information regarding the communities included in the results.

Primary Community

Question one had the respondent list the community for which they were completing the questionnaire (*primary community*). There was no preference for locating attorneys that could complete the questionnaires on behalf of a town, village, or city; the type of community for which they worked was completely by chance. Of the 22 questionnaires, 15 (~68.2%) were completed from the township perspective, 6 were completed from the village perspective (~27.3%), and 1 (4.5%) was completed from the perspective in which the attorney represented both the town and city involved.

The fact that the respondents primarily represented towns is important to note. Had the opposite been true, with the respondents representing a village or a city as the primary community in a majority of the cases, the outcome may have been quite different. It is simply matter of fact that towns, villages and cities have different goals and objectives, and go about business in different manners. Thus, the results of the questionnaires would always be influenced by the composition of the sample.

Table 3

Primary Community Type

	Frequency	Percentage
Town	15	68.2%
Village	6	27.3%
City & Town	1	4.5%

Secondary Communities

Question two had the respondent list the other communities involved in the boundary agreement negotiations, also referred to as the *secondary communities*. The response to this question resulted in a mixture of combinations of secondary communities seen in Table 4 below. It is interesting, but not surprising, that in 4 cases (18.2%) there were multiple secondary communities. Bringing all of those surrounding communities that were posing boundary problems into the negotiation process at one time represents good planning.

Table 4

Secondary Community Type

	Frequency	Percentage
Town	5	22.7%
Village	2	9.1%
City	11	50%
Town & City	2	9.1%
Village & City	2	9.1%

Municipal Legal Counsel

There was a series of questions that related to the municipal counsel representing the various communities involved in the questionnaires. These questions addressed whether staff attorneys managed the negotiations or specialists were hired, and asked the

respondent to indicate the perceived level of attorney knowledge regarding boundary agreement procures for the legal counsel representing the communities involved.

Town Negotiators

The fourth question asked the respondent to *identify the negotiators that were involved on behalf of the town(s) involved*. The respondent was given four options, the results of which can be seen in Figure 4.

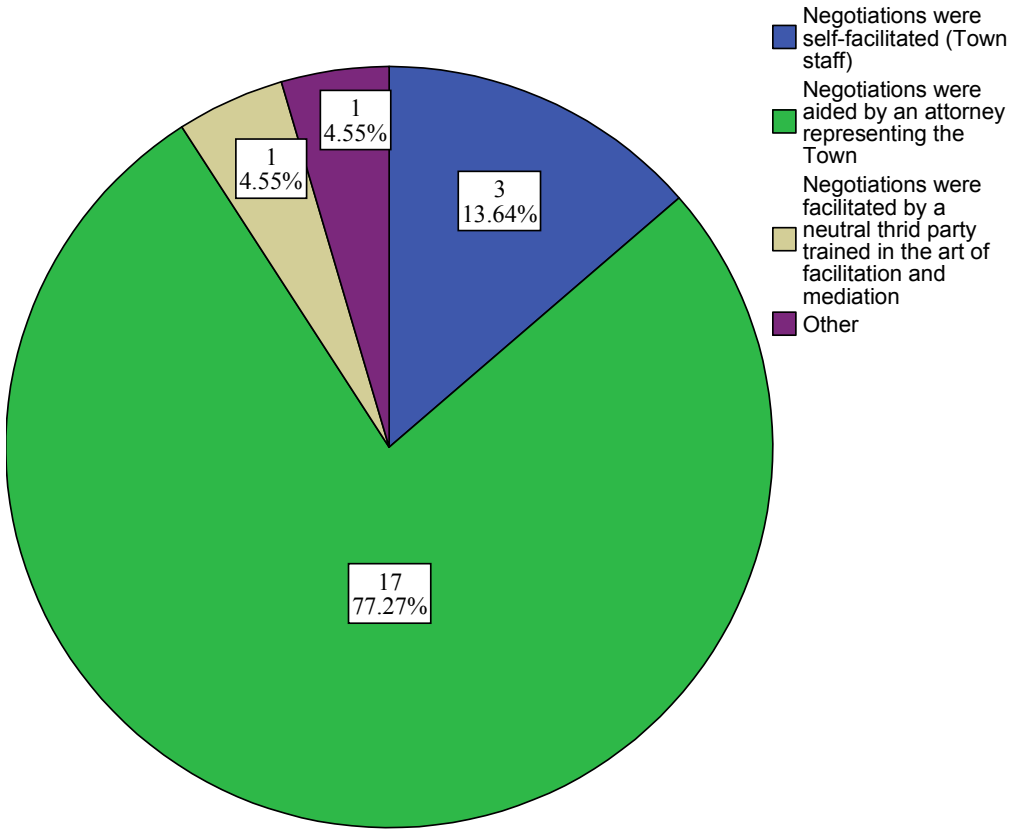

Figure 4. Town facilitation method.

Self facilitation by towns was successful once (33%) in the 3 cases this method was used, when aided by an attorney the rate increased to 14 successes (82.4%) and 3 failures (17.6%). When facilitated by a neutral third party, negotiations resulted in 1 failure (100%) and no successes. In the only case in which the respondent selected the "other" category, the outcome resulted in 1 success (100%). This "other" case began with a court-ordered mediation, and also involved representation by an attorney as well as a neutral third party. Judging by these numbers, attorney representation (hiring specialized counsel) is the most common method of town facilitation. This type of representation resulted in a higher rate of successful boundary agreements, while self representation limited success. The logical explanation for this higher success rate is legal counsel specializing in municipal boundary agreement negotiations brings the benefit of experience and knowledge on how to successfully reach agreements that the town would not otherwise receive from legal counsel not specializing in boundary agreements.

Village and City Negotiators

The fifth question asked the respondent to *identify the negotiators that were involved on behalf of the village(s) and city(s) involved*. The respondent was given the same four options as they were regarding township legal counsel. The results are shown in Figure 5 on the following page.

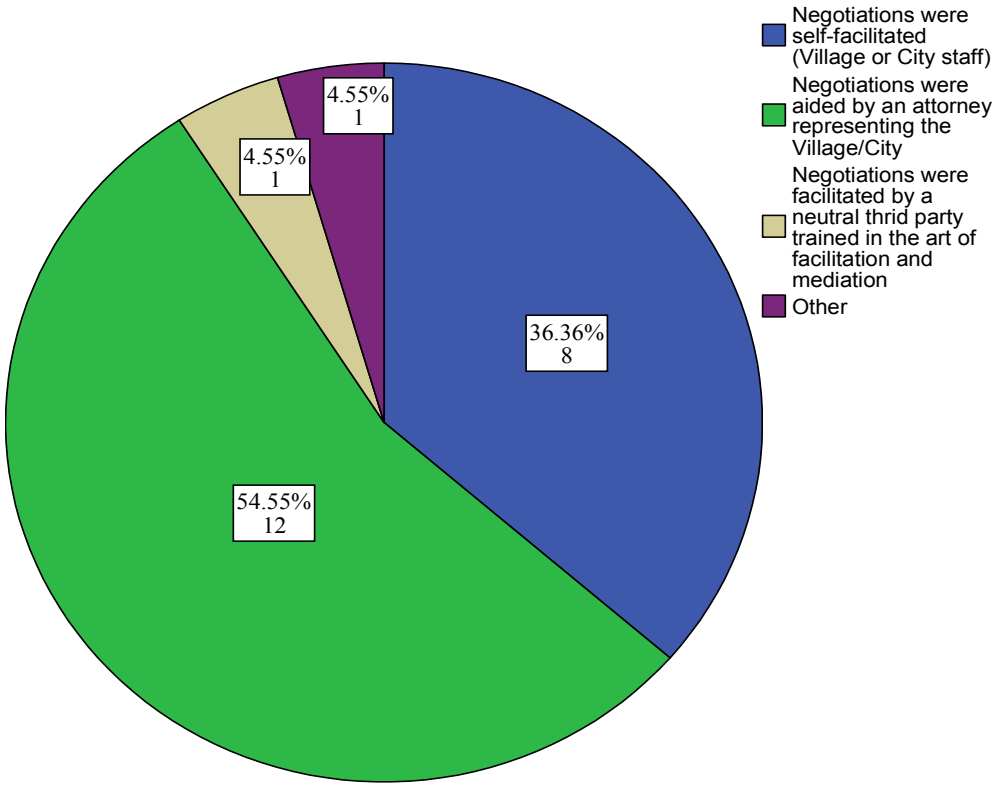

Figure 5. Village/city facilitation method.

In the case of villages and cities, self facilitation resulted in a success rate of 62.5% (5 successes and 3 failures). When aided by an attorney specializing in municipal boundary agreements, the success rate increased to 83.3% (10 successes and 2 failures). As with the town, when the negotiations were facilitated by a neutral third party, negotiations resulted in 1 failure (100%) and no successes, and in the only case in which the respondent selected the "other" category, the outcome resulted in 1 success (100%). Judging by these numbers, although attorney representation provides the best chance for

success, villages and cities enjoyed a higher success rate for self facilitation than did towns.

Clearly, the last two questions addressing legal counsel indicate that having specialized legal counsel represent the municipalities is perceived by the respondents to aid in reaching a successful boundary agreement. Such specialized legal counsel possesses detailed knowledge and experience handling municipal boundary agreement and annexation issues. An important point to note here is that incorporated villages and cities are more likely than towns to support in-house legal counsel (mainly because they have the work load necessitating in-house legal counsel). One benefit of having this in-house counsel on hand is that they will be able to attempt addressing boundary agreement negotiations using the in-house legal counsel before bringing in specialized help. Unincorporated townships, on the other hand, typically do not experience the workload that necessitates an in-house attorney, and generally consult with an attorney as needed.

Legal Counsel Knowledge

The tenth and eleventh questions of the questionnaire asked the respondent to rate the *level of knowledge* of the attorneys or other parties representing the towns (Q10), and villages and cities (Q11) involved in the boundary agreement process. The results can be seen in Tables 5 and 6.

Table 5

Knowledge Level of Town Representation

	Frequency	Percent
below average	2	9.1%
average	1	4.5%
very knowledgeable	19	86.4%

Table 6

Knowledge Level of Village/City Representation

	Frequency	Percent
not knowledgeable	1	4.5%
below average	2	9.1%
average	4	18.2%
above average	1	4.5%
very knowledgeable	13	59.1%
Not applicable	1	4.5%

Respondents rated the knowledge level of town representation at very knowledgeable in 86.4% of cases. The likely reason for this high rating is towns typically do not employ an in-house attorney on staff due to the more limited nature of a township

government. Rather, towns tend to hire legal help as needed. In the case of boundary agreements, this would mean hiring legal counsel specializing in municipal boundary agreements; this hired help may tend to possess a higher level of knowledge regarding municipal boundary agreement negotiations than general counsel present in villages and cities (jack of all trades).

Since the level of knowledge associated with town representation was rated very knowledgeable in every case but three, let us look at the village/city representation and the relationship to boundary agreement success rate and level of knowledge. As previously noted, village/city self facilitation occurred in 8 cases with a success rate of 62.5%. When aided by an attorney, the success rate increased to 83.3% (10 successes and 2 failures).

Overall, when knowledge level was rated above average or very knowledgeable, the success rate of the boundary agreement was at 71.4% (14 cases), and dipped slightly to 66.6% (3 cases) when rated below average or not knowledgeable. Since there is no large difference here, knowledge level and success ratios may not be as important as it is to note that the overall knowledge level for towns is rated higher than villages and cities. One would not expect this perceived knowledge gap, but as stated before, it is the fact that towns must often consult for essentially all issues that allow them to hire specialized help for each situation.

Municipal Official Characteristics

The questionnaire addressed the importance of municipal official and staff related characteristics to the boundary agreement process in a series of questions. In the end, it is the elected officials that must make the tough decisions regarding the boundary agreement. Variables such as history between communities, whether or not the elected officials approach proposals with an open mind, the presence or lack of open dialogue between the communities involved in the negotiations, as well as any land use planning that has taken place for the area under consideration are to be studied.

Elected Official Mindset

The sixth question of the questionnaire addressed *the perceived mindset of the elected officials.* The question asked the respondent if the elected officials involved for the primary community (that community for which the respondent was working) generally took an open-minded approach when considering boundary agreement proposals from the secondary community(s) throughout the boundary agreement process, or if those elected officials generally lacked an open-minded approach when considering elements of proposals made by the secondary communities involved in the process. Respondents indicated in 14 out of the 22 cases (63.6%), the elected officials from the primary community generally took an open minded approach, in 7 cases they generally lacked an open-minded approach (31.8%), and in 1 case the response was “not applicable.”

A supplementary question expanded on the primary question in order to obtain how important the respondent perceived the variable of mindset to be to the boundary agreement negotiation process. This type of perception rating followed all of the variable related questions. The supplementary questions asked the respondent to rate the importance of the variable on a scale of one (not important, very detrimental, or not knowledgeable) to five (very important, very beneficial, or very knowledgeable). In the case of this question, the respondent was asked to rate the importance of an open-minded approach or lack thereof by elected officials on the boundary agreement negotiations on a scale of one (very detrimental), to five (very beneficial).

Speaking to the degree of importance, the characteristic of open-mindedness was rated either somewhat or very beneficial in 85.7% of those cases in which the elected officials took an open-minded approach. On the other hand, respondents rated the characteristic as somewhat or very detrimental in 85.7% in those negotiations in which elected officials lacked an open-minded approach.

When considering the relationship this variable had to outcome of boundary agreement negotiations, an open-minded approach was present in 85.7% of the successful boundary agreement negotiations. Conversely, when officials lacked an open-minded approach, the success rate dropped to 42.8%, thereby hindering a successful boundary agreement.

Overall, these figures demonstrate the perceived presence of an open-mindset aided in reaching a successful boundary agreement, and that this variable was perceived to be important to the municipal boundary agreement negotiation process.

History

A second variable related to municipal official characteristics resided in question number seven (Q7), which had the respondent indicate the type of *history and working relationship* that existed between the communities involved in the boundary agreement negotiations. Of the 22 cases, the respondents indicated that a strained history/working relationship existed in 17 cases (77.3%), and a good history/working relationship existed between the communities involved in 5 cases (22.7%).

Of the 17 cases possessing a strained history and working relationship, there were no responses rating this characteristic as not important or somewhat unimportant. There were 6 cases in which this characteristic was rated neutral (35.3%), and 11 cases (64.7%) in which a strained history and working relationship was rated somewhat or very important to the boundary agreement negotiation process. Of the 5 cases whereby the communities involved possessed a good history and working relationship, there were no responses rating this characteristic as not important or somewhat unimportant. There was one case in which the characteristic was rated neutral, and 4 cases (80%) in which the characteristic was rated either somewhat or very important. These figures demonstrate that this variable was perceived to be important to the boundary agreement negotiation process.

Further, the presence of a good history and working relationship helped communities reach boundary agreements, with a 100% success rate when a favorable relationship existed. When a strained history and working relationship existed, the success rate dropped to 64.7%. Interestingly, when representing a town, the respondent

indicated there was a good history/working relationship in 4 of the 16 cases (25%), while this was true in only 1 of 6 cases (16.6%) when representing a village or city. One would tend to expect the opposite.

Inter-local Staff Relationships

Question fifteen (Q15) addressed another municipal official characteristic related variable when it asked the respondent to indicate if *inter-local staff relationships were positive or negative*, if present. Respondents indicated that these relationships were positive in 13 (59.1%) of the cases, negative in 1 case (4.5%), and not applicable in 8 of the 22 cases (36.4%). These positive figures speak to a tendency for cooperation among municipal staff leading to a positive effect on the boundary agreement process. This is contrary to what one would expect when thinking of feuding municipalities embroiled in boundary negotiations. It may be that staff is disconnected from the situation to a degree that allows them to retain a sense of objectivity, while elected officials are more directly affected and tend to experience a greater degree of subjectivity.

Table 7

Effect of Inter-local Staff Relationships on the Boundary Agreement Process

	Frequency	Percent
Positive	13	59.1%
Negative	1	4.5%
Not applicable	8	36.4%

In 7 of the 13 cases (53.8%) in which the relationships were positive, the respondents indicated this variable as either somewhat or very important to the boundary agreement negotiation process. The respondents rated this variable as neutral in 6 of the cases (46.2%), and did not rate the variable in a negative manner. The variable was rated as somewhat important in the only case the respondent perceived the variable as having a negative effect on the boundary agreement process. Recall, the variable was rated "not applicable" in 8 of the 22 cases. These figures indicate a relatively high level of importance for inter-local staff relationships when a positive relationship was present in boundary agreement negotiations.

A boundary agreement was reached in 84.6% of the 13 cases in which positive inter-local staff relationships were present. The 1 case in which the respondent noted the inter-local staff relationships to have a negative effect on the boundary agreement negotiations, the efforts failed. In the cases in which positive relationships existed, there was a high rate of agreement success.

Open Dialogue

Another question (Q9) asked the respondents to indicate whether or not there was the *presence of open dialogue* among all the important players involved in the boundary agreement negotiation process. In 19 of the 22 cases (86.4%), the respondent indicated there was open dialogue, with 2 cases lacking open dialogue and 1 case in which the respondent indicated this variable as "not applicable."

In a follow-up, when asked to rate the importance of open dialogue or lack thereof, the variable was rated as neutral once and very important once in the 2 cases in

which there was a lack of open dialogue. In 16 of those 19 cases (84.2%) in which open dialogue was present, the variable was rated as somewhat or very important. A boundary agreement was reached in 84.2% of the cases in which there was open dialogue among all the important players involved in the process. When there was a lack of open dialogue, the success rate fell to 100%. These figures demonstrate that open dialogue helped communities reach a successful boundary agreement and was perceived to be extremely important to the boundary agreement negotiation process.

Land Use Planning

The final question dealing with a municipal official characteristic related variable was question twelve (Q12). This question asked respondents to indicate whether or not there was short or long-term land use planning in place for the area of interest, such as a comprehensive plan. This is included under the "Municipal Official Characteristics" heading because it is municipal staff and elected officials that must recognize the importance of land use planning for contested areas. Ultimately, it is the community that prepares the land use plan that better suits the vision of land owners that will succeed in convincing landowners to develop within their municipality. A lack of planning demonstrates a lack of vision, and will most likely work against a community. Table 8 indicates that in the vast majority of cases, there was indeed short or long-term planning for the area of interest. This could be a result of the upcoming deadline by the State of Wisconsin that requires all communities to have a comprehensive plan in place by January 1, 2010. If communities fail to have a plan in place by this date, they will lose the ability to control local land use decisions. It could also be a result of communities

realizing the importance of having land use plans as a defense mechanism against outside jurisdictions imposing their agendas on neighboring communities.

Table 8

Presence of Short or Long-term Planning for Contested Area

	Frequency	Percent
Yes	18	81.8%
No	4	18.2%

Of those 18 cases in which the respondent answered "yes" to having a short or long-term land use plan in place, 12 (66.6%) of the 18 cases stated these plans as being either somewhat important or very important, 3 cases (16.6%) stated this variable as having a neutral importance, and 4 (22.2%) cases rated this variable as somewhat unimportant or not important. In 3 of the 4 cases (75%) in which the respondent answered "no" to having a short or long-term land use plan in place, they rated these plans as being either somewhat important or very important, while in only one of the cases did the respondent rate the land use plan as being not important.

A boundary agreement was reached in 77.7% of the 18 cases in which short or long-term planning was present. When there was a lack of land use planning for the contested area, the success rate dropped to 50% (4 cases). These figures demonstrate that not only is land use planning present in most of the cases examined, but it also is present in a higher percentage of successful boundary agreement negotiations.

Points of Negotiation

Aside from the obvious land considerations, there are several other common points of negotiation that are present in most municipal boundary agreement negotiations. Most of the time, villages and cities are looking for space (land) to grow, but may also be interested in other things such as assistance with road or utility projects, or cash in exchange for a stable border with a township. Other possible points of negotiation that may occur include revenue sharing agreements, shared services, and the relaxation of controls such as extraterritorial plat review and extraterritorial zoning exercised by the village or city as a way to control development in contested areas.

Town Possessions

Question number eight (Q8) asked respondents to indicate whether or not the town involved *possessed something desired by the other communities* involved in the boundary agreement negotiations. The answer to this question was an overwhelming "yes," with the respondents answering in the affirmative in 19 of the 22 cases (86.3%). The respondents were allowed the opportunity to explain what exactly was possessed by the town that was desired by the village or city involved. In nearly all of the cases where the town did possess something, the answer was land, an end to contesting annexations/litigation, assistance with utilities and road projects, and or money.

A boundary agreement was reached in 78.9% of the cases in which the town possessed something desired by the village or the city. When the town involved did not possess something desired by the village or the city, the success rate fell to 33%. Table 9 below demonstrates the perceived high degree of importance of the desired item to the

boundary agreement negotiations. In fact, the perceived importance of the desired item was rated either somewhat or very important in 73.7% of the cases in which a desired item was present. In the 3 cases the town did not possess something desired by the village or city involved, this variable was rated not important. Judging by these figures, the town possessing something desired by the village or city is not only perceived to be important, but seems to increase the chances of a successful boundary agreement.

Table 9

Importance of Item Possessed by Town

	Frequency	Percent
not important	1	5.3%
somewhat unimportant	3	15.8%
neutral	1	5.3%
somewhat important	2	10.5%
very important	12	63.1%

Revenue Sharing

A second negotiable variable was found in question thirteen (Q13), which asked the respondents if there was a *revenue sharing agreement* or other revenue agreement present in the boundary agreement negotiations. The results to this question are seen in Table 10.

Table 10

Presence of Revenue Sharing Agreement

	Frequency	Percent
Yes	7	31.8%
No	14	63.6%
N/A	1	4.5%

Of the 7 respondents that answered "yes," there were no cases in which this variable was rated not important, 1 case in which it was rated somewhat unimportant, 1 case in which the variable was rated as neutral, and 5 cases in which the variable was rated as very important (71.4%). Of the 14 cases in which revenue sharing was not part of the boundary agreement negotiations process, there were 9 cases in which the variable was either not important or somewhat unimportant (64.3%), 2 cases in which the variable was rated neutral (14.3%), and only 1 case in which it was rated somewhat important (7.1%) (1 case was "not applicable"). Revenue sharing was perceived to play an important role when present, but was perceived to lack importance when absent from the boundary agreement negotiations.

A boundary agreement was reached in 85.7% of the 7 cases in which a revenue sharing agreement was present. When there was no revenue sharing agreement present, the success rate dropped to 66.6% (15 cases). These figures affirm that although revenue sharing agreements were not as prevalent in the boundary agreements, there was a high success rate when one was involved.

Shared Services

Shared services represent another negotiable variable. Question fourteen (Q14) asked the respondents to indicate if there was a *shared services component* present in the boundary agreement negotiation process. Table 11 below shows the results of this question.

Table 11

Presence of Shared Services Component

	Frequency	Percent
Yes	16	72.7%
No	5	22.7%
N/A	1	4.5%

In 14 of the 16 cases (87.5%) in which a shared services component was present, the respondent rated the variable as somewhat or very important, and either somewhat unimportant or not important in two remaining cases. Of the 5 cases that did not have a shared services component present, the variable was rated as neutral 1 time, rated as either somewhat unimportant or not important in 4 of the 5 cases (80%), and in 1 case the variable was rated "not applicable." These figures demonstrate that respondents perceive this variable to be an important part of boundary agreement negotiations.

A boundary agreement was reached in 87.5% of the 16 cases in which a shared services component was present. When this component was not present, the success rate dropped to 40% (5 cases; 1 case was rated as "not applicable"). With shared services

being part of 72.7% (16 cases) of the cases, and the fact that the variable is present in a high percentage of successful negotiations, it is clear that shared services are an important component of boundary agreement negotiations.

Village/City Requirements

The final variable that falls under the "Points of Negotiation" category relates to requirements sometimes exercised by villages and cities upon towns. Question sixteen (Q16) asked respondents if the applicable villages and or cities were exercising or requiring *extra-territorial plat review, extra-territorial zoning, or annexation* upon towns for the extension of sewer or water service. See Tables 12, 13, and 14 below for the results of this question.

Table 12

Presence of Village/City Extra-territorial Plat Review

	Frequency	Percent
Yes	17	77.3
No	5	22.7

Table 13

Presence of Village/City Extra-territorial Zoning

	Frequency	Percent
Yes	7	31.8
No	15	68.2

Table 14

Require Annexation for Sewer/Water Extension

	Frequency	Percent
Yes	18	81.8%
No	4	18.2%

Cases had a 70.6% success rate when the village/city was exercising extra-territorial plat review (17 cases), and an 80% success rate in the 5 cases where they were not. This indicates no real pattern. In the 7 cases in which villages and cities were exercising extra-territorial zoning, there was a 57.1% success rate, and in the 15 cases in which they were not exercising extra-territorial zoning the success rate increased to 80%. This would indicate extra-territorial zoning to have a negative effect on the negotiations. Finally, in the 18 cases in which the villages and cities were requiring annexation for the extension of sewer and water service, there was a success rate of 77.7%, and a success rate of 50% in the 4 cases in which they were not.

While most villages and cities exercise extra-territorial plat review as a means to keep apprised of land use decisions made by townships and to work with towns to ensure development transitions from an urban to rural setting, some choose not to exercise extra-territorial zoning as this extra step may be interpreted as a severely controlling measure placed upon the town by the village or city.

Remaining Questions

The questionnaire had three remaining open-ended questions that allowed the opportunity for the respondent to provide information pertinent to the applicable case. Since these responses provided 66 answers to summarize (22 questionnaires with 3 open-ended questions), I will outline general trends noticed in the open-ended questions; discussing these in depth would provide an overwhelming amount of data. Any interested parties may look to the data set for the complete answers.

The first of the 3 open-ended questions (Q17) asked the respondent to provide any variables they considered important to the case that were not listed in the questionnaire. Out of the 22 cases, there were only two themes that were repeated, each of which was listed only twice. One theme expressed the importance of development goals and the role developers play in communities, while the other theme mentioned the role that utilities play in boundary agreement negotiations. This theme could be considered a shared service, which was addressed in Question 14 of the survey. The result that can be taken from this question is there were no variables identified by the respondents that occurred repeatedly; in other words, the questionnaire achieved its goal of identifying the key variables involved in boundary agreements.

The second of the three open-ended questions (Q18) asked the respondent to list any extraordinary people or events that had a significant influence on the boundary agreement process. Although there were some expected players listed here, there were also a few relative surprises. Those expected extraordinary players respondents listed included the Town/Village/City Administrator (listed in five cases), Town Chairman or

City Mayor (listed in four cases). Not as likely to be listed included a Utility Director/Director of Public Works (listed in two cases), Town Planner (listed in one case), and "loyal Town property owners that stood in the way of annexations" (listed in one case). These players are not as likely to be listed because they would not be as directly involved in the negotiations as would the governing body (common council, village board of trustees, town board), attorney, and administrator.

The third and final open-ended question, and the last of the questionnaire (Q19), asked respondents to list any other item of note in the particular boundary agreement negotiation. These responses are too diverse to notice any discernible pattern. Should anyone be interested in the responses, they can refer to the questionnaire results.

Outcome of Negotiations

Sixteen (72.7%) of the 22 boundary agreement negotiations ended in a successful agreement, while 6 were unsuccessful (27.3%). Such a high success rate may have been a result of any number of factors, including the mere fact that many of the negotiations involved attorneys that specialize in municipal boundary agreement negotiations, which increased the chances of success greatly. However, this field project focuses on a descriptive analysis of the questionnaire data, and defers the relationship of statistical significance between the questions for statisticians.

Rank Ordering of Variables: Addressing the Research Questions

Here I will present a summary of the variable ratings from the questionnaires. I will demonstrate both a rank-ordering of perceived variable importance as identified by the attorney respondents, as well as a rank ordering of how the variables were perceived to influence the outcome of the boundary agreement negotiations. By presenting this information, I will address my research questions: (a) what variables are perceived by the attorneys that help communities reach boundary agreements, (b) what variables are perceived by the attorneys to prevent communities from reaching a boundary agreement, and (c) what is the perceived importance of the different variables to the boundary agreement process? I will first address this third research question.

Perceived Importance of the Variables

Table 15 demonstrates the perceived importance of the variables to the boundary agreement process. The variables ranked #1 and #2 in importance measure two sides of the same variable. This situation results because of how the question is presented. Q6 asked the respondent to indicate whether the elected officials of the primary community generally took an open-minded approach, or lacked an open-minded approach when considering elements of boundary agreement proposals made by the secondary communities. Depending on their answer, the respondent was then asked to rate how beneficial or detrimental the primary communities approach to proposal consideration. Therefore, the measurement of "beneficial" or "detrimental" is the equivalent to "important" for this variable, which was measured on a five part scale ranging from very detrimental (1) to very beneficial (5).

The respondent indicated this variable being very or somewhat beneficial (important) in 86.7% of the cases in which the elected officials of the primary community were generally open-minded when considering elements of boundary agreement proposals made by the secondary communities, while the respondent indicated this variable being very or somewhat detrimental (important) in 85.7% of the cases in which the elected officials of the primary community were generally not open-minded when considering elements of boundary agreement proposals made by the secondary communities. The remainder of the variables were measured on a five part scale ranging from not important (1) to very important (5).

The overwhelming theme of the perceived "importance" ratings is that a receptive mind open to considering proposals of the other communities is perceived to help reach a boundary agreement. Almost equally important as a receptive mind is an elected official not willing to consider proposals, demonstrating a stubborn will. This is demonstrated in the second ranked variable as the lack of willingness to consider the proposals of secondary communities perceived by the respondent as very detrimental to the process. Other variables rated as most important are communication related, coming in the form of dialogue (#3) and history/working relationship (#4). The remainder of the variables, apart from the importance of inter-local staff relationships, could be grouped together as planning related variables (land use, town possessions, shared services and revenue sharing). Thus, communication related variables were ranked higher than other substantive variables, demonstrating the perceived importance of healthy communication.

Table 15

Perceived Importance of the Variables

	Rank Order	Very or somewhat important	Neutral	Somewhat not important or not important	N/A
Primary community elected officials were generally open-minded to proposals (beneficial to process) (N=15 responses)	1	86.7% (N=13) Measured as very or somewhat beneficial to the process	13.3% (N=2)	0% (N=0) Measured as very or somewhat detrimental to the process	0% (N=0)
Primary community elected officials were generally not open-minded to proposals (detrimental to process) (N=7 responses)	2	85.7% (N=6) Measured as very or somewhat detrimental to the process	14.3% (N=1)	0% (N=0) Measured as very or somewhat beneficial to the process	0% (N=0)
Open dialogue or lack thereof (N=22)	3	77.4% (N=17)	13.6% (N=3)	4.5% (N=1)	4.5% (N=1)
History / working relationship (N=22)	4	68.2% (N=15)	31.8% (N=7)	0% (N=0)	0% (N=0)
Land use planning or lack thereof (N=22)	5	63.6% (N=14)	13.6% (N=3)	22.8% (N=5)	0% (N=0)
Town Possession desired by Village/City or lack thereof (N=22)	6	63.6% (N=14)	4.5% (N=1)	27.4% (N=6)	4.5% (N=1)
Shared services component or lack thereof (N=22)	7	63.6% (N=14)	4.5% (N=1)	27.4% (N=6)	4.5% (N=1)
Inter-local staff relationships (N=22)	8	36.4% (N=8)	31.8% (N=7)	9.1% (N=2)	22.7% (N=5)
Revenue sharing component or lack thereof (N=22)	9	27.4% (N=6)	13.6% (N=3)	45.4% (N=10)	13.6% (N=3)

Variables Perceived to Help Reach Boundary Agreements

Table 16 addresses the remaining two research questions that ask: (a) what variables are perceived by the attorneys that help communities reach boundary agreements, and (b) what variables are perceived by the attorneys to prevent communities from reaching a boundary agreement. Those variables that rank toward the top are the variables that are perceived by the respondents to help communities reach boundary agreements, while the variables toward the bottom of the list would be perceived by the respondents as the variables that prevent communities from reaching boundary agreements. Each variable is presented in the positive and negative form, which allows the reader to see how either form of the variable is perceived by the respondents to affect the outcome of the boundary agreement negotiations.

The presence of variables such as a good history and working relationship, and an open-minded approach toward the consideration of proposals made by secondary communities were ranked toward the top, while variables such as a lack of an open-minded approach toward the consideration of proposals made by secondary communities and a lack of open dialogue were ranked toward the bottom. Not as expected was the role shared services (#2), revenue sharing (#3), and township possessions (#7) were perceived to play in the outcome of the negotiations. The respondents perceived these three variables as helping communities reach successful boundary agreements. This information illustrates the respondents' viewpoint that communities can benefit from having the maximum number of bargaining chips available during negotiations.

Table 16

Variables Perceived to Affect Outcome of Negotiations

*=(N/A=1)	Rank Order	Successful Agreement Reached	Unsuccessful in reaching agreement
Overall		72.7% (N=16)	27.3% (N=6)
Good history / working relationship (N=5)	1	100%	0%
Presence of shared services in negotiations (N=16)*	2	87.5%	12.5%
Presence of revenue sharing in negotiations (N=7)*	3	85.7%	14.3%
Open-minded approach (N=14)*	4	85.7%	14.3%
Inter-local staff relationships indicated as positive (N=13) (N/A=8)	5	84.6%	15.4%
Presence of open dialogue (N=19)*	6	84.2%	15.8%
Town possessed item desired by Village/City (N=19)	7	78.9%	21.1%
Presence of land use planning (N=18)	8	77.7%	22.3%
Attorney knowledge rated above average or very knowledgeable	9	71.4%	28.6%
Attorney knowledge rated below average or not knowledgeable	10	66.6%	33.4%
Lack of revenue sharing in the negotiations (N=14)	11	66.6%	33.3%
Poor history/ working relationship (N=17)	12	64.7%	35.3%
Lack of land use planning (N=4)	13	50%	50%
Lacked open-minded approach (N=7)	14	42.8%	57.2%
Lack of shared services in negotiations (N=5)	15	40%	60%
Town did not possess item desired by Village/City (N=3)	16	33%	66%
Lack of open dialogue (N=2)	17	0%	100%
Inter-local staff relationships indicated as negative (N=1)	18	0%	100%

CHAPTER SEVEN

CONCLUSIONS

The purpose of this field project was to establish a framework and methodology by which to identify variables that are perceived to help communities reach boundary agreements, that are perceived to prevent communities from reaching a boundary agreement, and to identify the perceived importance of different variables to the boundary agreement process as determined by a group of attorneys specializing in municipal boundary agreement negotiations. The original questionnaire employed in the project was designed with the help of experts in the municipal boundary agreements. Ultimately, 22 questionnaires were completed by four attorneys. This method and questionnaire could also be utilized to survey municipal administrators and elected officials.

The invaluable input submitted by the attorneys through the questionnaires represents a significant resource to those involved in annexation battles or boundary negotiations. I have provided a majority of the information needed to educate oneself on the topic of municipal boundary agreements, including an explanation of why most land battles begin, and a detailed description of Wisconsin Statutes governing annexation and solutions to annexation. The most notable conclusion of this study is that there were few additional variables suggested in the open-ended question which asked the respondent to provide variables they considered important to the process that were not listed in the questionnaire. The fact that only two themes were repeated, each of which were listed

only twice, indicates those variables most important to the boundary agreement process were identified within the questionnaire.

APPENDIX A

Cooperative Boundary Agreements
Approved by the Wisconsin Department of Administration

COOPERATIVE BOUNDARY AGREEMENTS

APPROVED BY THE WISCONSIN DEPARTMENT OF ADMINISTRATION
May 2008

(1) *Town of Plover and City of Stevens Point (Portage County), approved February 27, 1996*
The purpose of this agreement is to replace failing private wells and septic systems by installing and paying for public sewer and water lines, and laterals, before detaching approximately ½-square mile of existing residential subdivisions from the Town of Plover and attaching them to the City of Stevens Point. Phase 1 installation of utilities and repair of streets occurred during the 1996 construction season, with the remaining work to be accomplished in phase 2 in 1997.

(2) *Town of Rock and City of Janesville (Rock County), approved May 16, 1996*
The purpose of this agreement is to implement the Town of Rock land use and boundary change component contained in the existing "*Town of La Prairie, Town of Rock, City of Janesville Agreement on the Proposed Janesville STH 11 Bypass....*" As an extension of the bypass agreement, this plan provides landowners with considerable flexibility regarding how and when they may receive public services, as well as providing a mechanism for compensation to the town for declining property tax and other revenues as town territory is attached to the city.

(3) *Town of Pewaukee and City of Waukesha (Waukesha County), approved March 12, 1998*
This agreement resolves long-standing irregular boundary, and public service questions, and settles current litigation, thereby setting the stage for the incorporation of the Town of Pewaukee. The agreement explains how individual property owners will be treated during the pendency of the agreement.

(4) *Town and City of Dodgeville (Iowa County), approved May 29, 1998*
This agreement enables the construction of affordable, market-rate housing of various densities on sites easily served by public utilities adjacent to the city, and provides the city with flexibility in determining when to attach platted and developed parcels. The agreement is designed to alleviate the demand for scattered-site housing elsewhere in the town, a demand that might otherwise result in premature conversion of agricultural lands.

(5) *Town of Turtle and City of Beloit (Rock County), approved October 25, 1999*
This agreement was triggered by highway improvements in Illinois, residential development, and the potential eastward expansion of Beloit industrial parks across I-90 corridor (all described in a large-scale concept plan proposed to the city and town by developers), and enabled the town and city to resolve long-standing differences.

(6) *Town of Summit and City of Oconomowoc (Waukesha County), approved May 10, 2000*
Development of the historic Pabst Farm is keystone for this agreement, which also relies upon related general agreements under s. 66.0301, and stipulation and order agreements under s. 66.0225, Wis. Stats. The agreement defines areas to be transferred from the town to the city, and town areas that will receive utility services from the city without annexation.

(7) *Town of Cameron and City of Marshfield (Wood County), approved August 23, 2000.*
This agreement protects the city's investment in a planned industrial park on the south side of Marshfield (sited on land recently annexed from the town) near the intersection of USH 10 and STH 13, while identifying and fostering appropriate land uses that will assure future stability for the Town of Cameron.

(8) *Town of Bristol, Village of Pleasant Prairie, and City of Kenosha (Kenosha County), approved October 30, 2000.*
This agreement resolves contested annexation, commercial development, and sewer service area issues through creative use of general agreements under s. 66.0301 Wis.Stats. and stipulation and order agreements under s. 66.0225, Wis.Stats. The cooperative boundary agreement acts as an umbrella agreement, coordinating these more specific agreements. Three square miles of the Town of Bristol will be transferred over 30 years to the City of Kenosha. The agreement describes the service and regulatory roles of the county, town, and city as attachments occur. A citizen appealed the Department's approval to circuit court, but this appeal was dismissed.

(9) *Town of Summit and Village of Oconomowoc Lake (Waukesha County), approved December 22, 2000.*
This agreement resolves the transfer of an early 20th century plat from the town to the village, and also addresses remaining town issues concerning territory lying north of the Pabst Farms development project. The agreement is related to the Town of Summit - City of Oconomowoc cooperative boundary agreement.

(10) *Town and City of Dodgeville Amendment (Iowa County), approved December 19, 2000.*
The city and town amend their cooperative boundary agreement to clarify operational procedures, and to recognize several physical changes occurring since the agreement's original adoption.

(11) *Town of Turtle and City of Beloit Amendment (Rock County), approved May 8, 2001*
The city and town amend their cooperative boundary agreement to add an 80-acre parcel to the "boundary adjustment area" defined by the agreement. They also make changes to the urban service area boundary and the revenue sharing arrangement.

(12) *Town of West Bend and City of West Bend (Washington County), approved May 23, 2002*
This agreement defines a permanent boundary between the town and city, transfers town territory lying within the corporate limits of West Bend, and establishes conditions for the provision of utilities by the city, including appropriate development standards, and limited, phased attachments of Town territory lying along the existing Town/City boundary.

(13) *City of Mauston and Town of Lemonweir (Juneau County) approved September 10, 2002*
Using town and city comprehensive plans and an extraterritorial zoning (ETZ) ordinance, the town and city created alternatives for transferring territory from the town to the city under different scenarios, with payment schedules to account for loss of local property taxes previously collected by the town. Development in the town that is consistent with the ETZ ordinance may occur, but could ultimately be subject to transfer to the city once the boundary becomes contiguous. This agreement assures that the city boundary will not become static as development occurs within the ETZ.

(14) *City of Marshfield and Town of McMillan (Marathon County), approved March 5, 2003.*

The agreement defines a city growth area, resolves scattered site development problems, highway corridor development, and related issues, while defining foundational issues to be dealt with in a subsequent planning process.

(15) *City of Madison, Town of Madison, and City of Fitchburg (Dane County), approved October 10, 2003.*
This agreement provides for voluntary dissolution of the Town of Madison after a period of time, specifies ultimate jurisdictional transfers of town territory to either the Cities of Madison or Fitchburg (either at landowner initiative or pursuant to terms of the agreement), provides for land exchanges between the Cities of Madison and Fitchburg, provides protection for Town of Madison employees, insures solvency of the Town until dissolution, and assures that quality services will continue to be provided by the Town, or by one of the two Cities.

(16) *City of Madison and Town of Middleton (Dane County), approved December 11, 2003.*

This agreement establishes the westerly boundary of the City of Madison, and also transfers long peninsulas and town islands that resulted from annexations over the past decades. It provides for a permanent boundary line between the Town and City, as well as conditions for provision of municipal services and attachment to the City by affected landowners.

(17) *Village of Sturtevant and Town (now Village) of Mt. Pleasant (Racine County), approved December 22, 2003.*

During the incorporation process for the Town of Mt. Pleasant, the Town and Village of Sturtevant agreed to square off boundaries by exchanging territory. This agreement provides for previously annexed Town territory to be returned to the new Village of Mt. Pleasant, and for territory to be transferred from the new Village for the municipal growth of the Village of Sturtevant (now surrounded by the new Village of Mt. Pleasant). This agreement is also related to and is consistent with the landmark "Racine Area Sewer Agreement," which among other things, allocates wastewater treatment facility expansion costs across participating municipalities while apportioning transfer fees for other purposes to be paid to the City of Racine by these same jurisdictions.

(18) *City of Oshkosh and Town of Algoma (Winnebago County), approved May 19, 2004.*

This agreement resolves an incorporation dispute between the Town and City by establishing a protected zone for the Town, successive growth areas for the City of Oshkosh, resolution of outstanding town island issues, and structures a process for extending municipal services.

(19) *City of Kenosha and Town of Somers (Kenosha County), approved August 2005*
This agreement consolidates a variety of prior sanitary sewer and water agreements, and enables sewer and water service into the town. It also involves revenue sharing, limits on the city's exercise of land use controls within town territory, and requires city support of a possible future town incorporation attempt.

(20) *City of Madison and Town of Blooming Grove (Dane County), approved September 2006*
This agreement provides for voluntary and gradual dissolution of the Town of Blooming Grove over a period of 21 years to the City of Madison and Village of McFarland. It ensures the solvency of the Town until dissolution and job continuity for Town employees. It implements

existing intergovernmental agreements among Blooming Grove, Madison, and McFarland, and establishes a joint planning area between the City and Town.

(21) *City of Madison, Village of DeForest, Town of Burke, and City of Sun Prairie (Dane County), approved May 2007*.
This agreement provides for voluntary and gradual dissolution of the Town of Burke over a period of 30 years to the City of Madison, Village of DeForest, and City of Sun Prairie. It ensures the solvency of the Town until dissolution, as well as job continuity for Town employees. It establishes an option of early attachment for willing landowners, and establishes joint planning areas and revenue sharing between the municipalities. The agreement also clarifies existing intergovernmental agreements, provides for purchase of town sanitary districts, and enables parcels split across multiple jurisdictions to be consolidated.

(22) *City of Madison, Town of Madison, and City of Fitchburg (Dane County), Amendment approved October 1, 2007.*
This amendment supplements the original agreement, and creates an exception, area by area, to the original attachment criteria, outlines services the Town will provide to specific areas in the agreement, requires joint discussion to occur preceding development of certain areas, and good-faith responses to requests from the City of Madison for early attachment of territory in specific areas.

(23) *Village of Paddock Lake and Town of Salem (Kenosha County), approved October 8, 2007*.
This agreement includes an attached utility agreement governing provision of sewer service by the Town to the Village that coincides with the term of the cooperative boundary agreement, as well as for a Village growth area with a defined boundary beyond which the Town has embarked on planning for discreet neighborhoods envisioning ultimate build-out of the Town, as well as possible incorporation of all or part of the Town.

(24) *Village of Paddock Lake and Town of Bristol (Kenosha County), approved May 9, 2008.*
This Agreement is a continuation and expansion of many years of cooperation between the Town and Village regarding services, as well as a shared vision of preserving rural and agricultural land uses in the Town. The agreement maintains the current boundary between the Town and Village, and limits extraterritorial zoning, land division, condominium platting, and official mapping by the Village inside the Town. The Village also agrees not to oppose future efforts by the Town to incorporate or consolidate.

Agreements currently in progress

(1) Town of Bristol and Town of Paris (Kenosha County)
(2) Town of Bristol and Village of Pleasant Prairie (Kenosha County)
(3) Town of Bristol and Town of Brighton (Kenosha County)
(4) Town of Bristol and Town of Salem (Kenosha County)
(5) Village and Town of St. Croix Falls (Polk County)
(6) City and Town of Onalaska (La Crosse County)
(7) Town of Rochester, Village of Rochester, and City of Burlington (Racine County)
(8) Town of Rochester, Village of Rochester, and Village of Waterford (Racine County)
(9) City of Baraboo and Town of Greenfield (Sauk County)
(10) City of New Richmond and Town of Star Prairie (St. Croix County)

APPENDIX B

Questionnaire

BOUNDARY AGREEMENT QUESTIONNAIRE

Section 1

1. Community for which this questionnaire is being completed:_____

2. Other communities involved in this boundary agreement process:_____

_____

3. Check that which applies to these communities:

☐ Successfully reached a boundary agreement
☐ Failed to reach a boundary agreement

4. Check that which applies to the boundary agreement for the Town involved:

☐ The negotiations were self-facilitated (Town staff)
☐ The negotiations were aided by an attorney representing the Town
☐ The negotiations were facilitated by a neutral third party trained in the art of facilitation and mediation
☐ Other (please state how the negotiations were facilitated): _____

5. Check that which applies to the boundary agreement for the Village/City involved:

☐ The negotiations were self-facilitated (Village or City staff)
☐ The negotiations were aided by an attorney representing the Village/City
☐ The negotiations were facilitated by a neutral third party trained in the art of facilitation and mediation
☐ Other (please state how the negotiations were facilitated): _____

Section 2

Please complete the following sections relating to variables involved in the boundary agreement process:

1. Which best describes how elected officials approached considering boundary agreement proposals throughout the boundary agreement process?

☐ Elected officials involved in the process for this community generally took an open-minded approach to considering elements of proposals made by the other communities involved in the process.
☐ Elected officials involved in the process for this community generally lacked an open-minded approach to considering elements of proposals made by the other communities involved in the process.
☐ N/A

1a. If the elected officials were generally open-minded, how beneficial was that characteristic to the boundary agreement negotiations?

1	2	3	4	5
VERY DETRIMENTAL		NEUTRAL		VERY BENEFICIAL

1b. If the elected officials were not generally open-minded, how detrimental was that characteristic to the boundary agreement negotiations?

1	2	3	4	5
VERY DETRIMENTAL		NEUTRAL		VERY BENEFICIAL

2. Which best describes the relationship between the communities involved in the boundary agreement process?

☐ A strained history/working relationship existed between the communities involved.
☐ A good history/working relationship existed between the communities involved.
☐ N/A

2a. Importance of history/working relationship between communities on the boundary agreement negotiations:

1	2	3	4	5
NOT IMPORTANT		NEUTRAL		VERY IMPORTANT

3. Did the Town involved possess something desired by the other communities?
☐ Yes ☐ No ☐ N/A

3a. If so, what was desired? _____

3b. How important was the presence of that desired item in the outcome of this boundary agreement process?

1	2	3	4	5
NOT IMPORTANT		NEUTRAL		VERY IMPORTANT

4. Was there <u>open dialogue</u> among <u>all</u> important players involved in the process?
☐ Yes ☐ No ☐ N/A

4a. Importance of dialogue or lack thereof on the boundary agreement negotiations:

1	2	3	4	5
NOT IMPORTANT		NEUTRAL		VERY IMPORTANT

5. How knowledgeable about the boundary agreement process were the Attorney(s) and/or other parties representing the town involved?

1	2	3	4	5
NOT KNOWLEGABLE		AVERAGE		VERY KNOWLEGABLE

6. How knowledgeable about the boundary agreement process were the Attorney(s) and/or other parties representing the village/city involved?

1	2	3	4	5
NOT KNOWLEGABLE		AVERAGE		VERY KNOWLEGABLE

7. Was there short / long-term planning in place for the contested area (such as a Comprehensive Plan)?
☐ Yes ☐ No ☐ N/A

7a. Importance of planning or lack thereof for the contested areas in the boundary agreement negotiations:

1	2	3	4	5
NOT IMPORTANT		NEUTRAL		VERY IMPORTANT

8. Was there a Revenue Sharing Agreement or other revenue agreement present in the boundary agreement?
☐ Yes ☐ No ☐ N/A

8a. Importance of Revenue Sharing Agreement/other revenue agreement or lack thereof in the boundary agreement negotiations:

1	2	3	4	5
NOT IMPORTANT		NEUTRAL		VERY IMPORTANT

9. Was there a Shared Services Component present in the boundary agreement?
☐ Yes ☐ No ☐ N/A

9a. Importance of Shared Services Component or lack thereof in the boundary agreement negotiations:

1	2	3	4	5
NOT IMPORTANT		NEUTRAL		VERY IMPORTANT

10. What effect did inter-local staff relationships have on the boundary agreement process?
☐ Positive ☐ Negative ☐ N/A

10a. Importance of inter-local staff relationships in the boundary agreement negotiations:

1	2	3	4	5
NOT IMPORTANT		NEUTRAL		VERY IMPORTANT

Section 3

11. Were the applicable village(s)/citie(s) exercising or requiring any of the following:

11a. Exercising extra-territorial plat review	☐ Yes	☐ No
11b. Exercising extra-territorial zoning	☐ Yes	☐ No
11c. Requiring annexation for the extension of sewer or water service	☐ Yes	☐ No

12. List any variables not provided that you consider important to this particular boundary agreement process:

13. If applicable, describe any extraordinary people or events that had a significant influence on this boundary agreement process:

14. 14.Is there any other item of note about this boundary

APPENDIX C

Questionnaire Data

Q1: Primary Communities	Q2: Secondary Communities	Q3: Outcome of Negotiations	Q4: Town Negotiator	Q5: Village/City Negotiator	Q6: Elected Official Mindset	Q6a: Importance of open-mind
Village of DeForest	Town of Burke, City of Sun Prairie, City of Madison	Success	Negotiations were aided by an attorney representing the Town	Negotiations were aided by an attorney representing the Village/City	Open-minded	very beneficial
Town of Verona	City of Verona	Failed	Negotiations were aided by an attorney representing the Town	Negotiations were aided by an attorney representing the Village/City	Open-minded	somewhat beneficial
Town of Verona	City of Verona, City of Madison	Success	Negotiations were aided by an attorney representing the Town	Negotiations were aided by an attorney representing the Village/City	Open-minded	very beneficial
Village of DeForest	Town of Windsor	Failed	Negotiations were facilitated by a neutral thrid party trained in the art of facilitation and mediation	Negotiations were facilitated by a neutral thrid party trained in the art of facilitation and mediation	Lacked open-minded approach	Not applicable
Village of DeForest	Town of Windsor	Failed	Negotiations were self-facilitated (Town staff)	Negotiations were self-facilitated (Village or City staff)	Lacked open-minded approach	Not applicable
Town of Summit	City of Oconomowoc	Success	Other	Other	Lacked open-minded approach	Not applicable
Town of Randle	Village of Twin Lakes	Failed	Negotiations were aided by an attorney representing the Town	Negotiations were self-facilitated (Village or City staff)	Lacked open-minded approach	Not applicable
Town of Port Washington	City of Port Washington	Success	Negotiations were aided by an attorney representing the Town	Negotiations were self-facilitated (Village or City staff)	Open-minded	somewhat beneficial
Village of Sussex	Town of Lisbon	Success	Negotiations were aided by an attorney representing the Town	Negotiations were aided by an attorney representing the Village/City	Lacked open-minded approach	Not applicable
Town of Burne	City of Madison, Village of DeForest, City of Sun Prairie	Success	Negotiations were aided by an attorney representing the Town	Negotiations were aided by an attorney representing the Village/City	Open-minded	somewhat beneficial
Town of Pewaukee	City of Waukesha	Success	Negotiations were aided by an attorney representing the Town	Negotiations were aided by an attorney representing the Village/City	Open-minded	very beneficial
Town Nekimi	City of Oshkosh	Success	Negotiations were aided by an attorney representing the Town	Negotiations were self-facilitated (Village or City staff)	Open-minded	neutral
Town of Neenah	City of Neenah	Success	Negotiations were aided by an attorney representing the Town	Negotiations were aided by an attorney representing the Village/City	Open-minded	very beneficial
Town of Williamstown	City of Mayville	Failed	Negotiations were self-facilitated (Town staff)	Negotiations were self-facilitated (Village or City staff)	Open-minded	somewhat beneficial
Towns of Fond du Lac, Empire, Friendship, and Taycheedah	City of Fon du Lac	Success	Negotiations were aided by an attorney representing the Town	Negotiations were self-facilitated (Village or City staff)	Open-minded	very beneficial
Town of Emmit	City of Watertown	Success	Negotiations were aided by an attorney representing the Town	Negotiations were aided by an attorney representing the Village/City	Open-minded	very beneficial
Town of Bristol	Village of Pleasant Prairie, City of Kenosha	Success	Negotiations were aided by an attorney representing the Town	Negotiations were aided by an attorney representing the Village/City	Open-minded	very beneficial
Town of Mount Pleasant	City of Racine	Success	Negotiations were aided by an attorney representing the Town	Negotiations were self-facilitated (Village or City staff)	Lacked open-minded approach	Not applicable
Town of Jackson	Village of Jackson	Success	Negotiations were aided by an attorney representing the Town	Negotiations were self-facilitated (Village or City staff)	Not applicable	Not applicable
Town of Delafield, City of Pewaukee	Town of Delafield, City of Pewaukee	Success	Negotiations were aided by an attorney representing the Town	Negotiations were aided by an attorney representing the Village/City	Open-minded	neutral
Village of Sturtevant	Town of Mount Pleasant	Success	Negotiations were self-facilitated (Town staff)	Negotiations were aided by an attorney representing the Village/City	Open-minded	very beneficial
Village of North Fond du Lac	Town of Friendship	Failed	Negotiations were aided by an attorney representing the Town	Negotiations were aided by an attorney representing the Village/City	Lacked open-minded approach	Not applicable

Q6b: Importance of closed-mind	Q7: History	Q7a: Importance of history	Q8: Town possess something desired by the village/city?	Q8a: If yes, what?	Q8b: How important was that item?	Q9: Presense of open dialogue?
Not applicable	Strained history/working relationship	neutral	Yes	Land and utilities	neutral	Yes
Not applicable	Strained history/working relationship	somewhat important	No	empty	Not applicable	Yes
Not applicable	Strained history/working relationship	neutral	Yes	Land, support for consolidation.	very important	Yes
very detrimental	Strained history/working relationship	very important	Yes	Termination of pending annexation litigation, utilities.	somewhat unimportant	No
very detrimental	Strained history/working relationship	very important	Yes	Existing boundary restrictions (SS 66.0225.	somewhat unimportant	Not applicable
very detrimental	Strained history/working relationship	somewhat important	Yes	Territory and cessation of litigation.	very important	Yes
very detrimental	Strained history/working relationship	very important	No	Village felt it did not need anything from the Town as development pressures preceded annexation.	not important	No
Not applicable	Strained history/working relationship	somewhat important	Yes	City wanted end to legal contests.	somewhat unimportant	Yes
somewhat detrimental	Strained history/working relationship	neutral	Yes	Town had rezoned whole Town into residential one acre density. Village desired lesser density.	somewhat important	Yes
Not applicable	Strained history/working relationship	neutral	Yes	Territory and an agreement for the total elimination of the Town.	somewhat important	Yes
Not applicable	Strained history/working relationship	very important	Yes	Land.	very important	Yes
Not applicable	Good history/working relationship	very important	Yes	Important growth corridors along US 41.	very important	Yes
Not applicable	Strained history/working relationship	somewhat important	Yes	Joint land use planning; joint road projects.	very important	Yes
Not applicable	Strained history/working relationship	somewhat important	Yes	Boundary security; sewer and water.	very important	Yes
Not applicable	Strained history/working relationship	neutral	Yes	Cooperation on future annexations.	very important	Yes
Not applicable	Good history/working relationship	very important	Yes	Participation in roadwork.	very important	Yes
Not applicable	Strained history/working relationship	neutral	Yes	Land.	very important	Yes
neutral	Strained history/working relationship	very important	Yes	Money; paid up front for a sewer expansion/revenue sharing based on new growth ($31 M).	very important	Yes
Not applicable	Good history/working relationship	very important	Yes	Money for shared services, water and sewer, recreation.	very important	Yes
Not applicable	Good history/working relationship	neutral	No	no answer	not important	Yes
Not applicable	Good history/working relationship	somewhat important	Yes	Sturtevant wanted land and support in negotiations with the City of Racine over regional sewer agreement.	very important	Yes
very detrimental	Strained history/working relationship	very important	Yes	Land.	not important	Yes

Q9a: Importance of dialogue or lack thereof	Q10: Knowledge level of town representation	Q11: Knowledge level of village/city representation	Q12: Presense of short & long-term planning?	Q12a: Importance of planning or lack thereof	Q13: Presense of revenue sharing agreement?	Q13a: Importance of revenue sharing agreement or lack thereof	Q14: Presense of shared services component?	Q14a: Importance of revenue sharing agreement or lack thereof	Q15: Effect of inter-local staff relationships	Q15a: Importance of inter-local staff relationships	Q16a: Presense of extra-territorial plat review?	Q16b: Presense of extra-territorial zoning?	Q16c: Village & City require annexation for sewer and water?
very important	very knowledgeable	average	Yes	somewhat important	Yes	neutral	Yes	somewhat unir	not applicable	Not applicable	Yes	No	Yes
somewhat important	very knowledgeable	very knowledgea	No	somewhat important	No	somewhat imp	No	neutral	positive	somewhat impor	No	No	Yes
very important	very knowledgeable	very knowledgea	Yes	somewhat important	Yes	somewhat unir	No	not important	positive	neutral	Yes	No	Yes
neutral	very knowledgeable	very knowledgea	Yes	somewhat unimportant	No	neutral	Yes	somewhat imp	not applicable	neutral	Yes	No	No
Not applicable	below average	average	Yes	neutral	No	Not applicable	No	somewhat unir	not applicable	not important	Yes	No	No
very important	very knowledgeable	below average	Yes	very important	No	not important	Yes	somewhat imp	not applicable	Not applicable	Yes	Yes	Yes
very important	very knowledgeable	not knowledgeat	Yes	neutral	No	Not applicable	Not applicable	Not applicable	negative	somewhat impor	Yes	Yes	Yes
neutral	very knowledgeable	below average	Yes	very important	No	Not applicable	Yes	very important	not applicable	Not applicable	Yes	No	Yes
somewhat important	average	very knowledgea	Yes	somewhat important	No	neutral	Yes	somewhat imp	not applicable	Not applicable	Yes	No	Yes
somewhat important	very knowledgeable	very knowledgea	Yes	somewhat unimportant	Yes	very important	Yes	somewhat imp	positive	somewhat impor	Yes	Yes	Yes
somewhat important	very knowledgeable	average	Yes	very important	No	not important	Yes	not important	positive	neutral	Yes	Yes	Yes
very important	very knowledgeable	average	Yes	somewhat important	No	not important	Yes	somewhat imp	positive	very important	Yes	No	Yes
very important	very knowledgeable	very knowledgea	Yes	very important	Yes	very important	Yes	very important	positive	somewhat impor	Yes	No	Yes
very important	very knowledgeable	very knowledgea	Yes	very important	Yes	very important	Yes	very important	positive	neutral	Yes	Yes	Yes
neutral	very knowledgeable	very knowledgea	Yes	neutral	No	not important	Yes	somewhat imp	positive	neutral	Yes	No	Yes
very important	very knowledgeable	above average	No	very important	No	somewhat unir	Yes	somewhat imp	positive	very important	Yes	No	Yes
somewhat important	very knowledgeable	very knowledgea	No	somewhat unimportant	No	not important	Yes	very important	positive	neutral	No	No	Yes
very important	very knowledgeable	very knowledgea	Yes	very important	Yes	very important	Yes	very important	positive	very important	No	No	No
very important	very knowledgeable	Not applicable	Yes	very important	Yes	very important	Yes	very important	positive	very important	Yes	Yes	Yes
somewhat important	very knowledgeable	very knowledgea	Yes	not important	No	not important	No	not important	not applicable	Not applicable	No	No	No
very important	below average	very knowledgea	Yes	somewhat important	No	not important	Yes	somewhat imp	positive	neutral	No	No	Yes
not important	very knowledgeable	very knowledgea	No	not important	No	not important	No	not important	not applicable	not important	Yes	Yes	Yes

Q17: List any variables not provided you think were important to the negotiation process.	Q18: Describe any extraordinary people or events that influenced this negotiation.	Q19: Any other item of note?
DeForest and Burke reached agreement on cooperative plan that excluded Madison and Sun Prarie. That agreement probably changed tone of negotitations when two cities come to the table, property owner preferences for Village or one of the cities complicated the process.	Amy Volkman, Town Administrator reorganized and sold Town officials and residents on benefits of agreement disolving the Town over the status quo. Town protected for 35 years.	1. Believed to be first four party boundary agreement under SS 66.0307 agreement. 2. Very different relationships between different parties. 3. For the most part, elected officials stayed out of negotitations. 4. Residents of Town had great difficulty understanding that boundary agreement did not "cannot" affect school district boundaries. Education of public was important.
See Q19. City elected officials did not appear willing to make concessions.	NA	Town had previously agreed not to contest annexation for significant development in exchange for promise to negotiate boundary agreement. This left the Town with no bargaining chips. Town successfully challenged a different annexation during negotiation process.
1. Animosity of residents towards Madison. 2. Varying interests of landowners. "Development goals". 3. Conflicting desires of cities to control same land. 4. City development policies and impact on school district.	Pending consolidation effort between city and town of Verona. Need for boundary agreement to facilitate that process.	Although agreement was reached, it was contingent on consolidation which failed referendum vote in Town.
Historical lack of compromise by Town.Lack of recognition by Town of disparity of power. Negotiations solely by elected officials.	Town Chairman-strong influence over the Board and unwillingness to allow annexation of land. no answer	Occurred during pending major annexation law suit. Parties eventually spent approximately $800,000 on legal costs. Diputes continue today. no answer
Town had been very litigous challenging even zoning and development decisions of the City which brought about a desire to end the "wars."	Town Chair since moved to City and is Mayor. Was invaluable.	Q4 and 5 has options 2,3, and 4 checked. Other = began with court ordered mediation. Agreement results in Town ceding almost 700 acres to City under careful joint planning constraints. This area is known as the Pabst farms. Agreement also allowed for extension of utilities to Town to enable development of two large industrial parks.
Village never engaged with Town on agreement despite promises to do so at the outset.	Village Administrator stonewalled negotiations.	Property owners with large parcels were bound and determined to annex to either maximize development potential or enjoy zoning protections of Village (quarry). Vocal residents within the Town opposed to such actions, trying to maintain rural character, limiting activities of quarry.
Town would not walk away from table even during times of little progress; kept process moving	Utimately the Mayor who we now know had larger political aspirations, recognizes need to get along with Town.	Q6: both parties started out close minded and this delayed the process for one year. Agreement resulted in Town sharing costs of sewer and water facilities.
no answer	no answer	Q4 and Q5 also were self facilitated. This boundary agreement was primarily a planning document and primarily allowed for immediate transfer of land into Village upon development. Village was in a slow / no growth mode upon impact on school population.
Town had constructed a water utility in anticipation of development / blocking annexations. Madison invoked extra-territorial powers "zoning on plat" to block any development. Town could no longer afford to run utility as a result.	Town Administrator refused to take no for an answer.	Q4 and Q5 also were self facilitated. Q7 there was a good history/working relationship with Sun Prairie. Towns ability to recognize the inability to remain viable in the long term in the face of pressures from nieghbors. Agreement is innovative in enabling the Town to preserve low tax rates until dissolution.
Town had urbanized to the point that it ultimately realized that it must compromise. Accordingly, it agreed to transfer over time, a full square mile of land.	Town Chair who at final hour in support of agreement stood before large public hearing and stated "the town must lose a thumb to save a hand."	Q4 and Q5 also were self facilitated. Q6 originally close minded which was very detrimental. This agreement was the final piece of the puzzle and followed perhaps 50 lawsuits and appeals in attempting town to incorporate as a city. (First successful incorporate under the statutes in decades, others were legislatively mandated).
Originally there were six towns surrounding Oshkosh seeking a uniform boundary agreement with Oshkosh. The city resisted. Subsequently the towns proceeded to negotiate separate, direct agreements with the City.	no answer	The boundary agreement is in the process of being submitted to the state for approval under SS 66.0307.
The role of developers is important. Usually the boundary negotiations are in response to a particulat project proposed by a third party.	The City Mayor trusted the City Attorney; consequently the City Attorney was given substantial discretion to fashion a boundary agreement with the Town.	It has not been challenged despite being a WI SS66.0301 agreement.
The Town was wealthy due to the landfill located within.	There was a separate water utility. They failed to agree to extend utilities - ended negotiations. The utility chairman was negative in the process.	No.
The four towns lost a significant annexation case, which motivated the towns to protect themselves against further territorial losses.	no answer	Q4 also had a consultant help on this job. It has not been challenged despite being a WI SS 66.0301 agreement.
Town Planner was trusted by the City. John St. Peter was a newcomer to the scene so he did not bring political history.	Town Planner.	Q4 also had a consultant help on this job.
No zoning until 1991 for the Town, they realized they needed zoning to stop adult stores. Went from small town to an economic driver.	Town Administrator.	Successful. Town gave up 2 sections of land; Town got sewer for 520 acres. The Village of Sun Prairie would not object to the incorporation of the western half of the Town.
Racine would support incoporation of Mount Pleasant and Caledonia so they could maximize revenue from growth associated with revenue sharing from the Town to the City.	Director of Public Works for Racine who worked out the revenue sharing ideas.	Sewer service presented issues. Racine had reached its maximum capacity for sewer and had built out. Also, elected officials for Racine were not at the table.
This agreement was driven 100% by the Village Administrator and the Town Clerk. The Village traded utilities and services to defined areas in return for defined expansion areas, creation of a joint recreation department and structured boundaries.	Village Administrator recognized positive impacts of sale of utilities on a retail basis to Town residents, as well as lowered costs for recreational benefit.	Q4 - negotiations also self facilitated. Border agreement that was put into place under revenue sharing statute which is no longer available.
As Town of Pewaukee, Pewaukee promised its neighbors it would not annex territory. After incorporation and as a way to make its boundary line regular, the Town and City entered into the agreement to swap parcels that were isolated from the remainder of the Town or City by Pewaukee Lake and the Township boundary originally established with the land surveys when WI was still a territory.	no answer	Same firm represents both parties.
Town was trying to incorporate and wanted and needed Villages assistance and support, so it was willing to negotiate with the Village.	no answer	Q5 - negotiations also self facilitated. "no answer"
Town officials never really could determine what they wanted for the Town's future. Village was willing to provide services in the Town higher density uses of commercial and industrial but the Town could not decide whether this would be beneficial. In the end they decided to maintain the status quo ($1 per $1,000 mill rate for the Town).	Loyal Town property owners that stood in the way of successful annexations to the Village along the interstate, which the Town is aware of.	Tentative agreements reached several times with generous terms to the Town, but the Town could never quite commit.

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