



Office of the Mayor

Paul R. Soglin, Mayor

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August 11, 2016

Chairman James Campbell
2120 Fish Hatchery Rd.
Madison, WI 53713-1289

Re: Joint Proposal to Move Up the Final Attachment of the Town of Madison

Chairman Campbell,

As you know, under the terms of the City of Madison, City of Fitchburg and Town of Madison Cooperative Plan entered into on October 10, 2003, the Town of Madison (the "Town") will cease to exist on October 31, 2022 ("Final Attachment"). As we get closer to Final Attachment, the City of Madison ("City") and the City of Fitchburg ("Fitchburg") believe that it is in the best interests of the City, Fitchburg, and the Town (collectively the "Parties"), along with our future residents, infrastructure and territory, to consider moving up the Final Attachment of the Town.

Because any change in the Final Attachment schedule will require an amendment to the Cooperative Plan and mutual agreement by the Parties, the City and Fitchburg have been in discussions about this matter. Based upon these discussions, I am authorized to present to the Town a joint offer, on behalf of the City and Fitchburg, to amend the Cooperative Plan and move up the Final Attachment of the Town, as follows:

- **Final Attachment:** The Parties will agree to move the Final Attachment up to December 31, 2016, or as soon thereafter as statutorily possible after the Parties adopt, and the State approves, an amendment to the Cooperative Plan.
- **Final Boundary:** There will be no changes in the final boundary line between Madison and Fitchburg as established in the Plan, unless otherwise agreed to by the City and Fitchburg prior to Final Attachment.
- **Employees:** Under the Plan, existing Town employees at the time of the Final Attachment are to be provided job security and job continuity. Those employees not offered equivalent employment by the City or Fitchburg are entitled to lump sum severance payments based upon the duration of their Town employment. We are prepared to strengthen the opportunities available to Town employees and would propose the following changes to the existing terms:

- The City and Fitchburg will offer Town employees, as of the date of this letter, reasonably comparable employment, subject to any minimum employment standards that may exist or promotion related hiring processes. Of note, protective service employees will still need to meet the City and Fitchburg's respective PFC hiring standards and police or fire department promotion requirements. Neither city will be required to create job openings to accommodate Town employees, but will attempt to find alternate employment for qualified employees until a reasonably comparable position is open. Town employees accepting city employment will be subject to the each city's respective pay scales and employment rules, and must waive any severance benefit as a condition of accepting city employment. If an employee is qualified for city employment but not eligible for a similar ranked position with either city, the employee may elect to take city employment at a lower rank than he or she had with the Town, although the employee will not be entitled to any severance benefits to close any gap in compensation that results.
- The City will agree to take up to 75% of the Town employees, and Fitchburg will agree to take up to 25% of the Town employees, unless the City and the Town agree to a change in the final boundary, in which case this ratio will be readjusted. In factoring in this commitment, protective service employees will be separately considered so neither Madison nor Fitchburg is required to take more than its share of these employees.
- Town employees who do not want to take advantage of this employment opportunity, or who do not qualify for comparable employment, will be provided for by the severance benefits under Section 14 of the Plan (i.e., one year of pay if 15 or more years of service, nine months of pay if 10-15 years of service, etc.).
- Assumption of the Town's Assets and Liabilities: The City and Fitchburg will determine between themselves how to divide and address the Town's assets and liabilities between themselves upon Final Attachment, including any severance benefit obligations, the Town's infrastructure, the Town's property, the Town's debt, and unknown future liabilities.

The City and Fitchburg both feel that this proposal is reasonable and in the best interests of the Parties, as well as the Town residents and employees. If you would like to discuss this proposal further, please let either myself or Mayor Arnold know.

Sincerely,



Paul R. Soglin
Mayor

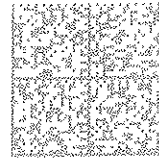
cc: Mayor Steve Arnold, Fitchburg
Pat Marsh, City Administrator, Fitchburg
Doran Viste, Assistant City Attorney, City of Madison
Nick Zavos, Deputy Mayor, City of Madison



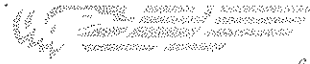
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