

**FINAL
CITY OF MADISON AND TOWN OF MIDDLETON
COOPERATIVE PLAN
UNDER SECTION 66.0307, WISCONSIN STATUTES**

Dated: September 29, 2003

**CITY OF MADISON AND TOWN OF MIDDLETON
COOPERATIVE PLAN
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The **CITY OF MADISON**, a Wisconsin municipal corporation with offices at 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703 (hereinafter "**City**"), and the **TOWN OF MIDDLETON**, a Wisconsin municipality with offices at 7555 Old Sauk Road, Verona, Wisconsin 53593 (hereinafter "**Town**"), enter into this Cooperative Plan, (hereinafter "**Cooperative Plan**" or "**Plan**"), subject to approval of the State Department of Administration, under authority of Section 66.0307, Wisconsin Statutes.

WHEREAS, Section 66.0307, Wisconsin Statutes, authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative plan by the State Department of Administration; and,

WHEREAS, the purpose of a cooperative plan is cited in Section 66.0307(3)(b), Wisconsin Statutes, as follows:

(b) *Purpose of plan.* The cooperative plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development.

and,

WHEREAS, Section 66.0307(2)(a. through d.) of the Wisconsin Statutes requires that cooperative plans be organized around "options" for future boundary changes. These options, listed below, specify how boundary changes will occur over the "boundary plan" term:

- (a) That specified boundary line changes shall occur during the planning period and the approximate dates by which such changes shall occur.
- (b) That specified boundary line changes may occur during the planning period and the approximate dates by which the changes may occur.
- (c) That required boundary line change under par. (a) or an optional boundary line change under par. (b) shall be subject to the occurrence of conditions set forth in the plan.
- (d) That specified boundary lines may not be changed during the planning period.

The Cooperative Plan between the City and the Town is organized around all of the options above; and,

WHEREAS, on March 28, 2002, the City and Town entered into a preliminary Intergovernmental Agreement under authority of Section 66.0301, Wisconsin Statutes, to provide the basic foundation for this Cooperative Plan. The Intergovernmental Agreement of March 28, 2002 is attached hereto as Exhibit 7. As noted therein, as modified by subsequent events:

- A. The City and Town share a common border on the City's west side and the Town's east side.
- B. The City and Town have a history of disputes regarding their border including litigation over annexations from the Town to the City.
- C. The City and Town entered an Intergovernmental Agreement in 1994.
- D. The 1994 Agreement recognized the City's right to annex east of a certain line without Town opposition and the Town's right to be free from the City's extraterritorial jurisdiction west of that line.
- E. Recent developments, including a 2001 citizen-initiated effort to incorporate the Town, have caused the City and Town to explore a logical extension of the 1994 Agreement in order to secure long-range benefits for both Parties and their citizens.
- F. Due to the Intergovernmental Agreement of March 28, 2002, the petition to incorporate the Town was not filed with the circuit court as required by sec. 66.0203(2)(b), Stats., and is not currently pending.
- G. The City's long-term growth and development plans envision continued westward development in a logical and well-planned fashion.
- H. The Town desires to protect, indefinitely, the integrity of its territory west of a given line.
- I. The City desires that existing and limited new residential development in town islands and town peninsulas east of a given line be compatible with the City and eventually be assimilated by the City, and that all other development east of the line shall occur in the City, served by all City municipal services and in compliance with all applicable City development standards.
- J. The Town desires to protect lands from being annexed against the owners' wishes for an extended period of time. The City desires to prevent new development east of the line which does not conform to City development standards and desires to recognize the rights of land owners under existing annexation laws prior to limiting annexations to only those where all landowners are in agreement and prior to the annexation moratorium under Sec. 66.0307(7), Stats.

- K. The City desires that owners of lands in the Town not receive a windfall in the form of City improvements, but rather pay a fair share for improvements that benefit lands in the Town.
- L. The Town desires to protect the financial interests of the Town and its citizens as the City grows westward by arranging favorable terms with respect to taxes, payment for improvements, and revenue sharing.
- M. The City and Town both desire that a Transition Area be established so that the eventual City-Town border is well-planned, with compatible development on both sides.
- N. To attain the objectives of both the City and Town and to provide for mutual peace and cooperation beneficial to citizens in both communities, the City and Town entered into the Intergovernmental Agreement of March 28, 2002.

and,

WHEREAS, the City and Town have entered into the said Intergovernmental Agreement of March 28, 2002, for the purposes of establishing a long-term boundary, limiting the City's extraterritorial land subdivision review, official mapping and annexation west of the boundary line, assuring orderly growth and development to City standards with the full range of municipal services east of the boundary line, protecting town owners east of the line from annexations against their will, facilitating attachment of other lands at the will of the owners without threat of lawsuits and to implement that long-term boundary with a final boundary adjustment; and

WHEREAS, this Cooperative Plan between the City and Town is intended to implement the Intergovernmental Agreement of March 28, 2002, to enable the parties to determine their respective boundaries and to guide and accomplish a coordinated, well-planned and harmonious development of the territory covered by the Plan; and

WHEREAS, this Cooperative Plan does not adversely affect the exercise of Dane County zoning, land subdivision review and general powers of Dane County in areas of the Town which are not subject to attachment and areas prior to their attachment to the City; and

WHEREAS, this Cooperative Plan was developed following a review of regional, county and local plans and a joint public hearing on the Plan, noticed under Sec. 66.0307(4)(b), Wisconsin Statutes, and from comments received; and

WHEREAS, it is the intention of the City and Town that this Cooperative Plan be a binding and enforceable contract.

WITNESSETH

The City of Madison and Town of Middleton enter into this Cooperative Plan under authority of Section 66.0307, Wisconsin Statutes, and Petition the State of Wisconsin

Department of Administration for approval, in accordance with statutory procedures and time frames.

SECTION 1 PARTICIPATING MUNICIPALITIES

This Cooperative Plan applies to the City of Madison and Town of Middleton, located in Dane County, in south central Wisconsin, which respective boundaries are shown on Exhibit 1.

SECTION 2 CONTACT PERSON

The following persons and their successors are authorized to speak for their respective municipalities regarding this Cooperative Plan: For the City of Madison: Bradley J. Murphy, Planning Unit Director, Room LL-100, Madison Municipal Building, Madison, WI 53703, (608)266-4635, FAX (608)267-8739; For the Town of Middleton: Jim Mueller, Town Administrator/Clerk, 7555 West Old Sauk Road, Verona, WI 53593, (608)833-5887, FAX (608)833-8996.

SECTION 3 TERRITORY SUBJECT TO THE COOPERATIVE PLAN

The territory subject to this Cooperative Plan is all of the Town territory. However, the territory principally affected by this Plan is in the Transition Area and/or the Boundary Adjustment Area of the Town, described in Section 5 below.

SECTION 4 ISSUES, PROBLEMS, OPPORTUNITIES

This Cooperative Plan will address issues and problems and create opportunities as noted in the subsections below:

4.01 Establish Long-Term Boundaries Between City and Town, Eliminate Annexation Disputes.

Like many urban towns located next to incorporated municipalities, the Town has been involved in a number of annexation disputes with the City, especially before the 1994 Intergovernmental Agreement between the parties. These annexation disputes have absorbed the Town's and City's fiscal resources without significant public benefit. If the Town wins, landowners have routinely corrected errors and re-petitioned for annexation. When the Town loses, the annexation is declared valid. The final long-term boundary sought by this Cooperative Plan and the underlying Intergovernmental Agreement of 2002 will recognize the legitimate needs of the City to grow in an orderly manner and the need of the Town to secure this final long-term boundary in substantial accordance with the 1994 Intergovernmental Agreement.

The term and implementation phases of boundary adjustments under this Cooperative Plan recognize and attempt to balance the competing desires of existing Town residential properties with the development needs of other Town property owners. Most existing residential owners desire to remain in the Town as long as possible. Owners of larger developable parcels usually seek to annex to the City and develop their lands to City standards and with a full range of municipal services that the Town does not provide.

During the initial thirty-eight plus years of this Plan, unless otherwise provided, attachment of parcels to the City within the Boundary Adjustment Area will occur under a summary interim attachment procedure available only to willing owners. In February, 2042, a final attachment of all remaining Town lands within the Boundary Adjustment Area will eliminate any town islands and create a uniform boundary. A final long-term boundary will enable both municipalities to engage in more orderly land use planning and development, without wasting public resources on divisive annexation disputes.

4.02 Assure Orderly Development of City and Town Within the Planning Area.

Some developers in this urban growth area of the southeastern portion of the Town have sought development timing and infrastructure concessions by attempting to pit the Town against the City. At times, this has caused premature annexation and development without adequate public infrastructure being in place, or creating problems and conflicts not easily resolved. Both the Town and City agree that such occurrences have not always resulted in development that served the greater public benefit. The City and Town agree that all defined development within the Boundary Adjustment Area shall occur within the City, in compliance with applicable City development standards and requirements, and served by a full range of municipal services provided by the City.

Capital infrastructure improvements typically require a planning, design and construction timeline of several years in length. This Cooperative Plan will enable the City to confidently plan and design for the ultimate extension of public infrastructure improvements into all of the Boundary Adjustment Area which will eventually become attached to and develop in the City. The timely extension of such public infrastructure and the orderly phasing of urban growth and development will be greatly enhanced by the Plan.

4.03 Establish Mechanism for Joint Planning.

Historically, the Town and City officials have met only infrequently, usually on a reactive and/or adversarial basis. Subsection 13.04 of this Plan requires the Town and the City to jointly plan for environmental corridors within the Transition Area and to jointly approve private driveway access onto Pioneer Road. If requested by Town resolution under paragraph 13.03(e) of this Plan, the City and Town shall cooperate to establish joint zoning regulations west of the final boundary line and south of Blackhawk Road extended. Section 15 provides for joint planning and cooperation in the management and control of storm water. The City and Town also believe that this Plan itself provides a mutually beneficial framework for joint discussion and planning; and that it will lead to a reduction in adversarial tension and promote

intergovernmental cooperation, planning and problem solving, for more efficient delivery of municipal services.

4.04 Provide for Revenue Sharing to Town to Compensate Town for the Loss of Tax Revenue from Certain Lands Attached to City.

Whenever a commercial property is attached to the City under this Plan, a revenue sharing procedure over the first five years the City collects taxes based upon a declining portion of the final Town share of property taxes will reduce the immediate impact of the loss of commercial tax revenue to the Town's budget.

4.05 Orderly Urban Growth.

Without provision of urban services of municipal sewer and water, new development in the Town within the Boundary Adjustment Area could result in a patchwork of non-compact Town and "leap-frog" City growth. The Town agrees to prohibit or restrict urban development in the Boundary Adjustment Area and to permit this Area to be attached to and developed to City standards served by the full range of City municipal services and facilities. The Town will be better able to focus upon planning for and serving the lower density areas west of the boundary line; and City development of the Boundary Adjustment Area will promote a more uniformly compact, economical and orderly urban development under a single local jurisdiction.

4.06 Increase Level of Public Services Available to Areas of Town Attached to City.

Municipal sewer and water, storm water and transportation infrastructure will be timely constructed by the City to serve new urban development within the Boundary Adjustment Area. These facilities will enhance public health through protection of ground and surface waters, and enhance public safety through availability of sufficient fire suppression water flows and adequate transportation systems. These public health and safety amenities will enhance the quality of life for both Town and City properties within the Area.

**SECTION 5
BOUNDARY ADJUSTMENT AREA OF TOWN**

The area of the Town subject to boundary adjustments over the term of this Cooperative Plan and reserved for City growth (hereinafter "Boundary Adjustment Area"), subject to possible future modification in accordance with paragraphs 13.03(c) and (d) of this Plan, is located in the Town of Middleton, Dane County, Wisconsin [T7N, R8E], south of the east-west quarter section lines of Sections 13 through 17 and east of that certain boundary line more particularly described as follows:

A line to be known as the Boundary Line is shown on the attached Exhibit 1a and is described as beginning at the point where the centerline of Meadow Road intersects the South line of the Town of Middleton, said South line also being the South line of the Southeast Quarter of Section 32, T7N, R8E; thence North along the said centerline of Meadow Road to the

intersection with the centerline of Valley View Road; thence West along the said centerline of Valley View Road to the intersection with the centerline of Pioneer Road; thence North along the said centerline of Pioneer Road to the intersection with the centerline of Old Sauk Road; thence East along the said centerline of Old Sauk Road to the intersection with the West line of Lot 1 of Dane County Certified Survey Map Number 517; thence North 00°58'03" East, 404.71 feet along said West line of Lot 1; thence North 89°36'37" East, 560.79 feet along the North line of said Lot 1 and also along the North line of Lot 2 of Dane County Certified Survey Map Number 3977 to the intersection with the East line of the Southeast Quarter of Section 17, T7N, R8E; thence North 00°09'51" East, 1800.99 feet along the said East line; thence South 89°47'25" West, 1339.01 feet; thence North 00°11'11" West, 449.42 feet to the point of termination at the intersection with the centerline of Blackhawk Road, said centerline also being the North line of the Southeast Quarter of said Section 17. Bearings are from record sources and are for description clarity purposes only. Paragraphs (c) and (d) of subsection 13.03 of this Plan provide for alteration of portions of the Boundary Line upon the occurrence of certain events.

SECTION 6 DEFINITIONS

For the purposes of this Comprehensive Plan:

- (a) "West of the Boundary Line" means the area of the Town west of the Boundary Line or north of the east-west quarter section line of Sections 13 through 18 (Blackhawk Road extended).
- (b) "East of the Boundary Line" means the area of the Town east of the Boundary Line and south of the east-west quarter section line of Sections 13 through 17 (Blackhawk Road extended).
- (c) "Develop" or "development", refers to division of land, or construction of more than one principal structure on a parcel of land, or rezoning a parcel from a residential or agricultural classification to a non-residential classification. Use or division of land by the Town or City for governmental purposes does not constitute development. Except as modified in this Plan only for development in the Transition Area under subsection 13.04 and for stormwater management purposes under Section 15, this definition only applies to land East of the Boundary Line and land described in paragraph 13.03(d).
- (d) "Transition Area" means that area 1/4 mile either side of the centerline of Pioneer Road as shown on Exhibit 4.
- (e) City sewer and water are considered to be "available" to a parcel of land if they are located in a public right-of-way or easement on or adjacent to the parcel or if within 100 feet of the parcel through right-of-way or applicable public easement.
- (f) "Commercial property" means land used or zoned for office, retail, manufacturing or other commercial or industrial purpose.

- (g) "Town island" means territory in the Town completely surrounded by City territory.
- (h) "Interest" on deferred assessments or installment payments shall be charged as simple interest at the City's borrowing rate plus one percent (1%).
- (i) "Exhibits" referred to in this Cooperative Plan are attached to the Plan and incorporated as part of the Plan.

SECTION 7 CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS OF THE BOUNDARY ADJUSTMENT AREA TERRITORY OF THE COOPERATIVE PLAN

The territory subject to this Cooperative Plan is the entire Town of Middleton. The territory principally affected by the plan is in the transition area and boundary adjustment area of the Town as described in Section 5. The Boundary Adjustment Area is located generally south of Blackhawk Road and east of Pioneer Road and Meadow Road (see Exhibit 1a). Aside from a small town island located along Seybold Road and east of Gammon Road, all of the lands included in the boundary adjustment area are included in adopted City neighborhood development plans. These neighborhood development plans include a description of existing conditions within each of these planned neighborhoods at the time the neighborhood development plans were prepared. The existing conditions section of these plans provides a narrative summary of existing land uses, zoning, topography and natural features, stormwater drainage, and site analyses. Each of the neighborhood development plans include a series of maps summarizing existing conditions and growth and development problems and opportunities.

The neighborhood development plans covering the boundary adjustment area include:

- Junction Neighborhood Development Plan, adopted, 1990.
- Blackhawk Neighborhood Development Plan, adopted, 1994.
- High Point-Raymond Neighborhood Development Plan, adopted, 1997.
- West Side Neighborhood Development Plan, adopted, 1999.
- Mid-Town Road Amendment to the High Point-Raymond Neighborhood Development Plan, adopted, 1999.
- Elderberry Neighborhood Development Plan, adopted, 2002.

The adopted neighborhood development plans guide the City's growth and development and extension of urban services within each of the neighborhoods. Some urban development has begun in all planned neighborhoods covered by adopted neighborhood development plans with the exception of the Elderberry Neighborhood. The Elderberry Neighborhood Development Plan was just adopted in March 2002. Included as Exhibit 2, is a current land use map for the boundary adjustment area which shows the level of existing development within the boundary adjustment area and each of the areas covered by the adopted neighborhood development plans.

The City's Peripheral Area Development Plan was prepared by the City and adopted in 1990. While the more recent and more detailed neighborhood development plans provide more current adopted policy recommendations for the boundary adjustment area, the Peripheral Area

Development Plan contains useful background information on conditions which existed within the boundary adjustment area, and the growth and development policy recommendations applicable to this area in 1990.

In addition to the City of Madison adopted plans, the Town of Middleton has prepared a Transportation Master Plan, adopted in July 1995, a Land Use Plan, adopted in March, 1994, and an Outdoor Recreation Plan, adopted in January 2003. These plans provide a general description of the physiographic conditions within the Town, a demographic profile, household characteristics, population projections and a summary of existing and proposed land uses. In 2002, the Dane County Regional Planning Commission published a report based on the 2000 Decennial Census and the results of a 2000 Land Use Inventory for the County. This report entitled Dane County and Community Data 1970-2000, provides updated data on the socio-economic characteristics of both the Town of Middleton and the City of Madison and a land use inventory for both communities. The Town has prepared a parcel map of the Town which shows the extent of subdivision activity in the Town. The Cooperative Boundary Plan between the Town of Middleton and the City of Madison is focused primarily on the areas south of Blackhawk Road extended to the western town boundary. While there are several large parcels remaining in the area between Pioneer Road and the western town boundary, the vast majority of the area between Pioneer Road and the western town boundary has been subdivided, primarily for single-family detached housing. Land use changes and development proposals within the Town will be guided by the Town's adopted plans and the City's adopted plans and by the specific recommendations included within the Cooperative Boundary Plan.

SECTION 8 TERM OF THE PLAN AND BOUNDARY ADJUSTMENT PERIOD

The term of this Cooperative Plan shall commence upon the date of its approval by the Wisconsin Department of Administration and shall terminate at 11:59 p.m. on December 31, 2060. The term of the boundary adjustment period under this Plan shall also commence upon the date of approval by the State Department of Administration and shall terminate at 12:01 a.m. on the first Monday of February, 2042, unless extended from year to year as provided in this Plan. The basis for the thirty-eight plus (38+) year boundary adjustment period is that such time period is deemed by the City and Town to be necessary to protect existing Town owners from annexation against their will and for the City to fully assimilate the territory in the Boundary Adjustment Area in an orderly and cost effective manner.

SECTION 9 BOUNDARY ADJUSTMENT AREA AS LONG-TERM BOUNDARY BETWEEN CITY OF MADISON AND TOWN OF MIDDLETON

The limits of the City bordering the Town as expanded through the Final Attachment of the Boundary Adjustment Area shall constitute the long-term boundary between the City and Town. The City may attach areas within the Boundary Adjustment Area as provided during the term of this Plan. However, the City will not and hereby waives its right to attach or annex portions of the Town West of the Boundary Line and outside the Boundary Adjustment Area, except with the approval of a two-thirds majority of the members of the Town Board.

The City and Town have independently determined that the long-term boundary established by this Cooperative Plan best promotes the mutual public health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy of development within both the City and the Town.

SECTION 10
SANITARY SEWER AND WATER SERVICE TO BE PROVIDED BY THE CITY AND
ON-SITE SEWAGE PERMITS BUILDING PERMITS AND LAND DIVISION TO BE
RESTRICTED WITHIN THE BOUNDARY ADJUSTMENT AREA

The City will plan for and construct public sanitary and water service infrastructure throughout the Boundary Adjustment Area from time to time, as Town lands become attached to and developed in the City. The City will be the only provider of these services and the Town shall not create any additional sanitary districts within the Boundary Adjustment Area. With one conditional exception noted below, the City will continue its ordinance policy of not extending public sewer and water to serve unincorporated territory.

New construction in the Town on private water wells and on-site septic systems will be generally limited to one principal use building on existing lots. Lots five acres or more in size may be split into only two lots for residential purposes without requiring attachment to the City. Any other development may only occur subject to attachment, or subject to conditional approval and subsequent attachment as soon as sewer and water are available. The Town shall not grant any building or land division approvals contrary to these restrictions.

In order to encourage the early transition from on-site septic systems to public sanitary sewer service and from private water wells to a municipal water supply, any owner of property in the Town shall be entitled to conditionally receive such public utility service whenever available. The conditions are that the owner must agree to pay any costs of extension and connection to those services over a five-year period and must further agree to attachment of the property to the City at the end of the five-year period. The City will be protecting its ordinance policy by extending public sewer and water service only upon an irrevocable commitment of attachment. Instead of paying to fix private wells and/or failing septic systems, the property owner will pay the initial costs of extension and connection to the public utility services over five years, without also having to pay a higher local share of property taxes to the City.

The City has contacted officials at the Madison Metropolitan Sewerage District to review the procedure for annexing territory in the Boundary Adjustment Area to the District for public sanitary sewer service prior to its attachment. Once this Cooperative Plan is approved by the City, Town and Department of Administration, the City and Town submit that it will constitute an adopted plan within the meaning of Sec. 200.05(4)(b), and it will promote the legislative goals of sub.(4)(c)therein, as incorporated by Sec. 200.15(2), Wis. Stats. It is anticipated that the District will either process individual petitions for annexation to the District or annex the entire Boundary Adjustment Area in one or more larger blocks.

Prior to lands being served by public sewer service, the land must be included in the Central Urban Service Area or a limited service area under the provisions of the Dane County Land Use and Transportation Plan and the Water Quality Management Plan. To establish a limited service area or to amend the Central Urban Service Area boundary, the Dane County Regional Planning Commission and the Wisconsin Department of Natural Resources must approve the request.

SECTION 11
ATTACHMENT OF TERRITORY IN BOUNDARY ADJUSTMENT
AREA OF TOWN TO CITY

11.01 Intermediate Attachments. There may be Intermediate Attachments of territory in the Boundary Adjustment Area of the Town to the City prior to the Final Attachment hereinafter provided. The Procedure for Intermediate Attachments recognizes a political compromise respecting the desire of the current property owners in the Boundary Adjustment Area to remain Town property owners for as long as the boundary adjustment period of the Cooperative Plan subject to Final Attachment in 2042, unless those property owners petition the City for Intermediate Attachment. Real Estate sales statistics show that very few property owners retain title to a given parcel of real estate for more than thirty years. This means that the majority of property owners who do eventually attach to the City will likely be those who bought their property knowing that attachment to the City is required by February of the year 2042.

11.02 Final Attachment.

There shall be a Final Attachment of territory in the Boundary Adjustment Area of the Town to the City, including all territory remaining in the Boundary Adjustment Area of the Town, irrespective of ownership, occupancy, use or any other factors, effective on the first Monday of February, 2042, or thereafter as provided under the Procedure for Final Attachment in subsection 12.02 below.

11.03 Immediate Attachment. Effective January 1, following approval of this Plan by the State of Wisconsin Department of Administration, the boundary between the City and Town is adjusted to attach the cemeteries and road rights-of-way identified on Exhibit 6 to the City. At that time, the City Clerk shall provide notice of this Immediate Attachment, as required under the Procedure for Intermediate Attachments in paragraph 12.01(b) below.

SECTION 12 PROCEDURE FOR ATTACHMENT

12.01 Procedure for Intermediate Attachments.

The procedure for Intermediate Attachment of territory in the Boundary Adjustment Area of the Town to the City shall be as follows:

- (a) Upon written petition for attachment filed with the City Clerk on City forms signed by all of the owners of all the land, exclusive of Town roads abutting such land, the City shall, with ten (10) days advance, written notice to Town Clerk, without further review and approval of the Town, and without mandatory review and recommendation by the City Plan Commission or any other sub-unit of City, adopt Attachment Ordinances by a majority of the elected members of its Common Council attaching the territory constituting the Intermediate Attachment. The City may also adopt Attachment Ordinances without the consent of the owner(s) for certain parcels developed without City sewer and water after March 28, 2002, as authorized under paragraph 13.02(d) of this Plan. The Attachment Ordinances may designate a temporary or permanent zoning classification for each parcel as prescribed in Sec. 62.23(7)(d), Wis. Stats.
- (b) Following adoption of each such Attachment Ordinance, the City Clerk shall immediately file, record and send copies of the same, in accordance with Sec. 66.0217(9)(a), Wis. Stats, as incorporated by Sec. 66.0307(10). Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one. The information filed with the Secretary of State shall be utilized in making adjustments to entitlements under the federal revenue sharing program and distribution of funds under chapter 79, Wis. Stats., and to any successor or other federal or state entitlement or revenue-sharing program.
- (c) No land, except certain property developed without City sewer and water after March 28, 2002, as provided under paragraph 13.02(d) of this Cooperative Plan, and certain Town road rights-of-way, shall be attached to the City as an Intermediate Attachment without the consent of the owner(s). Where a petition for attachment involves residential property occupied by electors other than the owner(s) (or land contract vendee), only the owner(s) have the right to consent to and petition for the attachment.
- (d) Territory may be attached to the City, under this Cooperative Plan, irrespective of the size, or shape of the territory covered by the petition. Such attachments may create Town islands. The City, however, may reject any petition to attach territory that is not contiguous, configured or located in a manner as will enable City to provide adequate and timely service. The City is authorized to confer with landowners interested in attachment to recommend the size, shape and contiguousness of the territory to be covered by the petition.

- (e) The Town shall not oppose any attachments permitted by this Cooperative Plan or provide support, financial or otherwise, to those who do.
- (f) Any territory not attached to the City as an Intermediate Attachment, prior to January 1, 2041, shall be attached to the City as a Final Attachment in accordance with the time frames and procedures governing Final Attachment set forth in subsection 12.02 below.

12.02 Procedure for Final Attachment. All territory east of the Boundary Line still remaining in the Town in 2041 may be attached to the City by a Final Attachment Ordinance adopted by a majority vote of the elected members of its Common Council as follows:

(a) At any time between January 1, 2041 and October 31, 2041, the City may adopt the Final Attachment Ordinance. The attachment shall be effective as of 12:01 a.m. on the first Monday of February 2042.

(b) If the Town gives written notice to the City Clerk between January 1, 2040 and June 30, 2040, reminding the City of the City's right to attach the remaining Town territory under paragraph (a), then the City shall lose that right if not exercised by October 31, 2041.

(c) If the Town fails to give such notice and the City fails to act as provided in paragraph (a), then the City may, by June 30 of any year after 2041, adopt a Final Attachment Ordinance effective at 12:01 a.m. on the first Monday in February of the following year.

(d) The Final Attachment Ordinance may designate temporary or permanent zoning classifications for each parcel of land as prescribed in Sec. 62.23(7)(d), Wis. Stats. The City Clerk shall file, record, or send the Final Attachment Ordinance in the same manner as described under paragraph 12.01(b) above.

12.03 Attachments Shall Include Public Right-of-Way.

All Intermediate Attachments and the Final Attachment shall include the full width of abutting Town roads, except those roads the centerline of which is part of the Boundary Line. The City may also include in such Intermediate Attachments any Town road rights-of-way that abut lands previously annexed to the City before the effective date of this Cooperative Plan, even though such inclusions will create Town islands.

12.05 Effective Date of Attachment. Town territory in the Boundary Adjustment Area included in an Intermediate Attachment will be attached to the City effective at 12:01 a.m., on the next Monday after adoption of the respective Attachment Ordinance.

SECTION 13
LOCAL ORDINANCES AFFECTING BOUNDARY ADJUSTMENT AREA

The Boundary Adjustment Area, during the term of this Cooperative Plan, shall be governed by City, County and Town General Ordinances, and by City and County (as applicable) Zoning Ordinances as hereinafter provided:

13.01 Attached Territory. Town territory attached to the City from time to time under this Cooperative Plan shall become City territory subject to all City Zoning and General Ordinances on the effective date of attachment.

13.02 Development of Town Territory in Boundary Adjustment Area Subject to Attachment but Not Attached. Town territory located within the Boundary Adjustment Area and subject to attachment but not attached shall be subject to the following rules:

- (a) Any development in the Boundary Adjustment Area shall be subject to conditional approval by the City in accordance with City ordinances, plans, policies, standards and procedures. This includes, but is not limited to, all adopted neighborhood development plans, land use, master or comprehensive plan, the Land Subdivision Regulations Ordinance (Sec. 16.23), Official Map Ordinance (Sec. 16.24), Impact Fee Ordinance (Chapter 20), the Public Stormwater System Including Erosion Control Ordinance (Chapter 37), Madison General Ordinances, and special stormwater management requirements for development within the Lower Badger Mill Creek watershed. The stormwater management requirements specific to the Lower Badger Mill Creek watershed include reducing the post development 2, 10, & 100-year storm peak discharge rates to the predevelopment peak discharge rates for the same events. In the calculation of these discharge rates, a Type 2 Soil Conservation Service (SCS) storm distribution along with a Type B soil for predevelopment conditions and a Type C soil for post development conditions shall be utilized. The Town shall not grant any development approvals inconsistent with this paragraph, as determined by the City. As applied to paragraph (e) of this subsection, the intent and purpose of this paragraph is not to prohibit land divisions, but to ensure that such land divisions comply with City ordinances, plans, policies and standards with respect to lot layout, placement, ingress and egress, and suitability of the land for development.
- (b) All new or replacement signs, billboards or street graphics shall comply with the restrictions of the Madison Street Graphics Control Ordinance, Chapter 31, Madison General Ordinances and with the applicable Dane County sign regulations. In the event of a conflict between the Madison and Dane County sign regulations, the more restrictive regulatory provision shall apply.
- (c) Except as otherwise provided in paragraph (e) of this subsection, the City may require attachment as a condition of development approval where City sewer and water are available.

- (d) Except as otherwise provided in paragraph (e) of this subsection, any parcel developed subsequent to March 28, 2002 without availability of City sewer and water may be attached by the City, without the consent of the owner at any time after City sewer and water become available to the parcel, by Attachment Ordinance adopted by a majority vote of the elected members of the Common Council, subject to other procedural requirements of subsection 12.01. Any non-residential development constructed subsequent to March 28, 2002, without City sewer and water where City sewer and water are available, may be attached by the City without the consent of the owner at any time after the effective date of this Plan by Attachment Ordinance adopted by majority vote of the elected members of the Common Council, subject to other procedural requirements of subsection 12.01.
- (e) The division of a five (5) acre or larger parcel existing as of March 28, 2002, into only two parcels for residential purposes shall be subject to paragraph (a) but not to paragraph (c) or (d) of this subsection. (In other words, the owner of any five (5) acre or larger parcel of land in a zoning district permitting residential use is entitled to divide that parcel one time, subject only to compliance with applicable City ordinances, plans, policies, standards and procedures, and construct a house and accessory structures on each parcel without being subject to attachment under this section. Any further or additional division of such parcels would be subject to attachment under paragraph (c) or (d) of this subsection.)
- (f) The City shall use its best efforts to give notice of zoning and other land use hearings, decisions and actions to the owners of record of properties in the Town, within the same distance from an affected property, in the same manner and on the same basis as it gives notice to the owners of record of properties in the City. The Town shall cooperate with the City to enable such notice. A failure to give notice shall not itself constitute a breach of this Cooperative Plan, but intentional, persistent or habitual failure to give notice shall.
- (g) The Town shall not acquire real property East of the Boundary Line without the consent of the City. If the Town has a reasonable governmental need for the property, the City shall not unreasonably withhold such consent.

13.03 Development of Town Territory West of Boundary Line. The rules applicable to development in the Town territory West of the Boundary Line are as follows:

- (a) Except as otherwise provided in paragraphs (b) and (c) of this subsection, the City shall exercise no extraterritorial jurisdiction West of the Boundary Line for zoning, subdivision, official mapping or otherwise.
- (b) The City may exercise extraterritorial jurisdiction over territory not owned by the Town in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 17.
- (c) The City may exercise its official map authority and extraterritorial subdivision jurisdiction for purposes of establishing a highway connection between Pioneer Road

and Meadow Road through the W ½ of the NE ¼ of section 32. The Town shall not take any action inconsistent with the City's exercise of authority under the preceding sentence. If and when such highway is permanently established by the dedication of any portion thereof, the Boundary Line shall be moved to the centerline of such highway.

- (d) That portion of the SE ¼ of section 17 now owned by the Town and identified as developable on the attached Exhibit 5 may be developed only after it is attached to the City. In the event the Town sells or otherwise conveys any portion of such developable land to another party, the Boundary Line through the SE ¼ of section 17 shall be moved to the westerly boundary of the land so conveyed.
- (e) If requested by resolution adopted by the Town Board, the City and Town shall cooperate, as provided in Sec. 62.23(7a), Wis. Stats., or otherwise, to establish zoning west of the Boundary Line and south of Blackhawk Road extended. Such zoning shall be subject to the terms of this Cooperative Plan.
- (f) The City shall not acquire real property West of the Boundary Line without the consent of the Town. If the City has a reasonable governmental need for the property, the Town shall not unreasonably withhold such consent.

13.04 Transition Area Development Standards.

Within the Transition Area, as shown on Exhibit 4, development which for purposes of this subsection only shall also include any residential uses and building construction shall be subject to the following development standards and requirements:

1. Development shall be limited to residential land uses and associated improvements including roads, utilities, parkland and other governmental uses.
2. Residential densities shall be limited to 4 units per net acre of development.
3. The number of units in an attached multi-family residential structure shall be limited to four.
4. The height of residential structures shall be limited to 35-feet as measured from the finished grade on the street side of the building.
5. Private driveway access (i.e., ingress and egress) to new development shall be prohibited from Pioneer Road unless approved by both the Town and City and instead shall be provided by new public streets which shall be allowed to intersect Pioneer Road. For lands located East of the Boundary Line, new public streets within the Transition Area shall be as shown on the City's adopted neighborhood development plans. For lands West of the Boundary Line, new public streets within the transition area shall be as approved by the Town. The intent is to align these streets as four-way intersections to the extent possible.
6. Within the Transition Area, the Town and the City shall work to preserve environmental corridors. Environmental corridors shall be used for stormwater

management and park and recreational purposes. Development within these corridors is prohibited.

7. For any land division in the Transition Area, both east and west of the Boundary Line, an 80-foot wide landscaped building setback shall be provided as a condition of any development approval.

SECTION 14
DESIGN AND CONSTRUCTION OF PUBLIC STREETS, SIDEWALKS,
IMPROVEMENTS, AND PLACEMENT OF PUBLIC UTILITIES
IN STREET RIGHT-OF-WAY IN BOUNDARY ADJUSTMENT AREA PRIOR TO
ATTACHMENT OF TOWN TERRITORY TO CITY

14.01 The City shall use public highway rights-of-way to extend municipal services wherever reasonably possible. The Town shall permit use of Town roads within the Boundary Adjustment Area and the full width of Blackhawk Road and highways along the Boundary Line for such purpose, subject only to the City's obligations to maintain access for emergency vehicles and owners and occupants of property in the Town and to restore the road upon completion of construction. Where the City cannot use public highways for extensions of services, the Town acknowledges the City's right to obtain easements from private property owners subject to compensation as required by state law.

14.02 The City may levy special assessments against a parcel of property in the Boundary Adjustment Area of the Town for public improvements that specially benefit the parcel. The Town hereby approves such future levies, under Sec. 66.0707, Wis. Stats. In the event that this blanket pre-approval provision is either not approved by the State Department of Administration or invalidated by a court of competent jurisdiction, the Town further agrees that it shall timely approve each such special assessment levy by separate resolution pursuant to said statute.

- (a) The owner or other interested party may challenge such special assessments as an owner of property in the City would have the right to do.
- (b) Payment of such special assessments shall be deferred and interest shall not accrue thereon until the parcel is attached to the City.
- (c) Notwithstanding paragraph (b) above, the amount of each such special assessment shall be adjusted from the date of levy to the date of attachment based on the Engineering News Record Construction Cost Index, or such equivalent index as may be available at the time.
- (d) Each such special assessment shall be payable in six annual installments with interest, from the date of attachment.

- (e) Prior to attachment there shall be only one special assessment of each benefiting public improvement component (e.g. road pavement, curb and gutter, public sidewalk, street lights, street trees, traffic signals and other intersection improvement components, public drainage improvements, sanitary sewer mains, sewer interceptors, public water mains, etc.), except for driveway, curb and gutter and public sidewalk repairs which shall be billable to the abutting benefited property as special charges for current services rendered pursuant to Sec. 66.0627, Wis. Stats., and corresponding City ordinances and policies generally applicable to all property in the City. In accordance with Sec. 66.0707, Wis. Stats., the Town hereby pre-approves the levy of such future special charges by the City. In the event that this blanket pre-approval provision is either not approved by the State Department of Administration or invalidated by a court of competent jurisdiction, the Town further agrees that it shall timely approve each such special charges levy by separate resolution pursuant to said statute. Any subsequent assessment for another improvement of the same component shall be made only if consistent with the City's special assessment policy generally applicable to all property in the City. The first payment for such subsequent assessments shall be deferred with interest to a date not less than 10 years after attachment and the assessments shall be payable in six annual installments.

14.03

Notwithstanding subsection 14.02, any owner of property in the Town shall be entitled upon request to receive City sewer and/or water services prior to attaching the property to the City if the owner agrees to pay for extension of the services to the property over a five year period with interest and agrees to attachment of the property at the end of the five year period. Costs for extension shall be determined on the same basis as costs generally applicable for extensions to similarly situated property within the City. At any time after five years from the date that services were extended to the property under this paragraph, the City may attach the property by Attachment Ordinance adopted by majority vote of the elected members of the Common Council without consent of the property owner(s) or residents, subject to other procedural requirements of subsection 12.01 of this Plan. This paragraph does not supersede subsections 11.02 and 12.02 of this Plan. This paragraph applies only to existing parcels and parcels created under paragraph (e) of subsection 13.02. An owner's entitlement to receive sewer and/or water services under this paragraph applies only to: existing uses on existing parcels as of March 28, 2002; new or expanded uses on existing parcels after March 28, 2002, provided the new or expanded uses do not constitute development as defined in this Plan; and new houses and accessory structures built on parcels created under paragraph (e) of subsection 13.02.

14.04

The Town shall not establish any new sanitary districts east of the Boundary Line.

SECTION 15 STORM WATER MANAGEMENT AND CONTROL

A. **BOUNDARY ADJUSTMENT AREA.** The Town shall be responsible for storm water management and control in Town territory within the Boundary Adjustment Area prior to attachment of the territory to the City. The Town shall coordinate such activity with the City Engineer so as to apply City standards to the construction and installation of storm water control and conveyance facilities within such area.

B. **WEST OF BOUNDARY LINE.** The Town also agrees to apply City standards whenever possible to construction and installation of storm water control and conveyance facilities in Town territory west of the Boundary Line which, when developed, will discharge storm water into the Boundary Adjustment Area. The City Engineer and a Town representative shall meet as appropriate to discuss coordination of such facilities.

C. **LOWER BADGER MILL CREEK.** Special stormwater management requirements for development within the Lower Badger Mill Creek watershed shall be met. The stormwater management requirements specific to the Lower Badger Mill Creek watershed include reducing the post development 2, 10, & 100-year storm peak discharge rates to the predevelopment peak discharge rates for the same events. In the calculation of these discharge rates, a Type 2 Soil Conservation Service (SCS) storm distribution along with a Type B soil for predevelopment conditions and a Type C soil for post development conditions shall be utilized.

D. **FINANCIAL CONTRIBUTIONS.** To the extent the City collects impact fees, utility charges, special assessments or other payments for such facilities, the City shall reimburse the Town for expenses the Town incurs under this section, provided such Town expenses are levied or charged by the City.

SECTION 16 ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN

The City and Town have evaluated the environmental consequences of the Cooperative Plan, including air and water pollution impacts, energy use and the protection of environmentally sensitive lands. The Cooperative Plan identifies areas which will become part of the City and be developed within the City and provided with the full range of urban services consistent with the City's growth and development ordinances and environmental control ordinances. The plan also identifies an area which will remain within the Town and which will eventually be developed consistent with the Town's ordinances and County ordinances and development standards. All of the development areas are located in relatively close proximity to the Madison Metropolitan area; the major employment, educational, recreational and cultural center serving the area.

Air Quality Impacts

Recommended land uses within the area covered by the Cooperative Plan include a mix of residential units, commercial development, recreational and open space uses, a limited amount of light manufacturing, research and specialized manufacturing uses. Smoke stack type, heavy

industrial uses are not recommended. The primary air quality impacts associated with the Cooperative Plan relate to transportation related impacts and impacts related to additional electric generating capacity needed to serve the additional development. Given the relatively close proximity of the cooperative planning area to the urban core, the City and the Town believe that the Plan should have comparatively lower air quality impacts than comparable development which would occur further away from the urban core, which would result in additional vehicle miles traveled, and additional air pollutants related to additional vehicular use. As development occurs within the boundary adjustment area, the City of Madison will extend Madison Metro Transit service to serve the area which will further reduce the reliance on low-occupancy motor vehicle use within the area.

Water Quality Impacts

The Boundary Adjustment Area will be served by the City's Water Utility. The City prepares and maintains a 5-year master plan to guide the extension of municipal water service to growth areas. Development within the Town West of the Boundary Line will be served by private wells in accordance with local and state regulations. The Dane County Regional Planning Commission, in cooperation with the University of Wisconsin and the United States Geological Survey, maintain a hydrological model which monitors the groundwater impacts of well pumping within the Madison Metropolitan area. Additional municipal wells will be sited in compliance with local and state regulations. In order to address possible water quality impacts to the headwaters of the Black Earth Creek and the Sugar River (both trout streams), the Dane County Regional Planning Commission has recommended that the following measures be taken: aggressive infiltration, minimize withdrawals, and pumping more water from wells located closer to the Yahara River. The City and Town will consider these recommendations as detailed water utility facilities management plans are prepared for the Boundary Adjustment Area.

Stormwater management planning and control will occur in conformance with the provisions included in Section 15 of the Cooperative Plan. The City prepares stormwater management plans as part of each development proposal approved by the City. In addition, the City is preparing a long-range plan for the lower Badger Mill Creek Watershed, which includes much of the land within the western portions of the cooperative planning area. This long-range plan will guide the development and implementation of more specific stormwater management plans for each subdivision plat and specific development proposal.

The City's sewer utility and the Madison Metropolitan Sewerage District will provide sanitary sewer/waste water collection services to the Boundary Adjustment Area as urban services are extended and development occurs. The Madison Metropolitan Sewerage District will provide waste water treatment through the Nine Springs Treatment Plant, which has adequate capacity to serve the Boundary Adjustment Area. Development West of the Boundary Line will be served by on-site septic systems, sited and maintained in conformance with local and state regulations.

Development occurring within the Boundary Adjustment Area which occurs within the City will conform to the City's on-site erosion control ordinance.

Development within the area covered by the Cooperative Plan will be guided by the Dane County Water Quality Management Plan. The recommendations from this plan are further described in the “environmentally sensitive lands” subsection which follows.

Energy Use

Given the proximity of the Boundary Adjustment Area and the areas covered by the Cooperative Plan to the Madison Metropolitan core, the City and the Town believe that the energy use impacts associated with the Cooperative Plan will be comparatively lower than energy use impacts associated with development which would occur further away from the urban core. Energy use can be measured by the energy consumed by various sectors including residential, commercial, institutional, industrial, agricultural and transportation. In 2000, Madison prepared a Climate Protection Plan which includes a greenhouse gas analysis, emission reduction targets, resource usage patterns, an inventory of existing environmental programs and a local action plan which describes measures which can be taken to reduce negative climatic impacts, including: waste and recycling, climate change education and tree planting, energy use, and transportation. Natural gas and electricity will be provided to development within the area covered by the Cooperative Plan by Madison Gas and Electric and Alliant Energy.

Development occurring within the City within the Boundary Adjustment Area will eventually be served by Madison Metro Transit Service and on-going transportation demand management programs, including the Madison Metropolitan Planning Organization’s Ride Sharing Program, which will further reduce energy impacts associated with the use of single-occupant vehicles. Implementation of the City’s Pedestrian Plan and Bicycle Transportation Plan will further encourage the use of alternative modes of transportation and a commensurate reduction in the consumption of fossil fuels associated with the use of gasoline and diesel engine powered vehicles.

Environmentally Sensitive Lands

The City’s neighborhood development plans encourage the development of neighborhoods at comparatively higher densities. This development will be located in close proximity to the metropolitan core which reduces typical impacts of urban sprawl by concentrating development in areas that can be provided with the full range of urban services. The Town of Middleton’s adopted Land Use Plan identifies sensitive natural areas within the Town. All of the lands within the planning area are also covered by the Dane County Water Quality Management Plan and the Dane County Land Use and Transportation Plan. Both plans identify environmentally sensitive areas. In addition, the City of Madison’s adopted neighborhood development plans include an assessment of existing conditions and environmentally sensitive features. The Town of Middleton and the City of Madison agree to use these adopted plans, where applicable, to guide the development which occurs within areas covered by the Cooperative Boundary Plan. Environmentally sensitive lands will be identified and preserved as part of the development review and approval process. Within the boundary adjustment area, development will occur in conformance with the City’s neighborhood development plans that identify environmentally sensitive lands to be preserved as part of the development process. These include parks and open space lands, wetlands, stormwater drainage

corridors, flood plain lands, navigable streams, natural areas, significant woodlands, and steep slopes. Open space corridors provide opportunities to develop interconnected off-road pedestrian and bicycle trails to serve the neighborhoods. The preservation of open spaces also aids in the preservation of wildlife habitat within these urbanizing areas.

In summary, the plan has evaluated the potential environmental consequences associated with the implementation of the plan and has found no significant adverse environmental consequences to the natural environment, including air and water pollution, and energy use. While development west of the boundary line between the Town and the City will continue to be primarily very low density, large lot, single-family development, the Cooperative Boundary Plan allows the City to fully develop and implement its neighborhood development plans for the west side which will result in the development of compact urban neighborhoods with the full range of urban services, including transit service. The City is in the process of developing a new comprehensive plan following the State's Comprehensive Planning (Smart Growth) legislation. Additional development in the boundary adjustment area will also be guided by the City's Comprehensive Plan, once adopted. The Cooperative Boundary Plan recognizes the extent to which the area between Pioneer Road and the west boundary line of the Town has already been developed and provides a mechanism to ensure the orderly development and extension of services throughout the area covered by the Cooperative Boundary Plan. The City and the Town believe that this plan will help to avoid the potential adverse environmental consequences of development patterns which are the result of developers whipsawing one community against another for private benefit to the detriment of the public interest and the environment.

SECTION 17 HOUSING NEEDS

Each of the adopted City neighborhood development plans includes a description of the recommended housing mix within the planned neighborhood. The Town has identified additional housing needs through the development of its Land Use Plan for lands covered by the Cooperative Plan located West of the Boundary Line.

The City has a long tradition of promoting the development of neighborhoods with the full range of housing types which are affordable to families and households of all income levels. The Town allows essentially only single-family homes to be built which can be served with on-site septic systems. Multi-family development has typically not occurred within the Town. It is anticipated that almost all development which will occur West of the Boundary Line will be single-family homes on individual lots served by septic systems of a similar type, quality, and cost as existing development within that area. This housing is typically targeted to the upper end of the housing market and households with high incomes.

The City has developed a set of housing goals, objectives and policies. Madison has adopted several major strategies to address the goals of housing preservation, housing affordability, and neighborhood viability. Madison recognizes that much of its own housing stock was built before 1980 and hence must be maintained in order to extend its useful life and contribute to the overall quality of life within the older neighborhoods within the City. Madison has an extensive building inspection program that conducts systematic inspections of older rental

housing stock and responds to complaints about housing from tenants and neighbors. Madison also works extensively with property owners and managers to help them improve their management techniques or maintain safe environments through neighborhood watches and anti-drug and beautification efforts.

Madison administers several housing rehabilitation loan programs to facilitate owner renovation and property maintenance, including adaptation of older properties for accessibility and energy conservation improvements. Over 50 rehabilitation loans were provided in the year 2002 to help owners make these improvements to maintain the quality of their housing. Madison funds Project Home to help homeowners with minor repairs and assists Independent Living to make modifications for older people or people with disabilities, and served over 450 households in 2002.

Madison has worked extensively over the last decade to foster a range of housing production efforts and programs of housing assistance in order to increase affordability on both the supply and demand sides of the housing equation. On the demand side, Madison, through its Community Development Authority provides over 1,500 rental vouchers to eligible low-income families. State Housing Cost Reduction Initiative and Federal Emergency Shelter Grant resources fund several community-based agencies such as the Community Action Coalition Rent-Able program to provide rent assistance, eviction prevention help and application/first month's rent to over 400 very low income households each year.

To help families become homeowners, Madison uses State Housing Cost Reduction Initiative resources to administer HOME-BUY that helps families with down payment/closing cost assistance. Madison also uses Federal CDBG and HOME program resources through groups like Movin' Out and Madison Development Corporation to provide down payments for special need populations or to accomplish specific policy goals, such as downtown homeownership. Madison provides a modest level of assistance to potential landlords who wish to purchase rental property and also use a unit within that property as their primary residence through the Project Home Neighborhood Owned Affordable Housing Program (NOAH).

On the supply side, Madison operates an extensive public housing program with 840 units of low income housing and over two hundred units of other affordable housing, including an award-winning Monona Shores rental complex redeveloped as part of a neighborhood improvement strategy on Madison's south side and The Avenue, a central city mixed income complex. Madison has used its Federal CDBG and HOME resources to fund a wide and effective range of programs to provide renovated or newly built housing for resale to income eligible families. Groups like Operation Fresh Start, Common Wealth, Urban League of Greater Madison, Madison Area Community Land Trust, Movin' Out, the Wisconsin Partnership, Madison Development Corporation, C-CAP, and Habitat have all participated in projects aimed at expanding the supply of good affordable housing available to lower income buyers. Madison has also used its Federal CDBG and HOME resources to fund a wide and effective range of programs to provide renovated or newly built housing for rent to income eligible families. Groups like Independent Living, Community Housing and Services, the YMCA, Transitional Housing, Common Wealth, Madison Development Corporation, and others have all participated in projects aimed at expanding or improving the supply of good affordable housing available to

lower income renters. Madison's bonding authority and statutory Tax Incremental Financing powers are used to assist larger-scale projects to construct or renovate housing, some of which is designed to be affordable, like the Alexander developments on West Washington Avenue or in the Old Market area.

In its goal for continuing neighborhood and community vitality, Madison views the quality, range and diversity of housing as critical factors in strategies to improve neighborhoods and the general quality of life for all of its residents. Madison recognizes the importance of creating an environment that promotes housing choice, non-discrimination, and responsible behavior by tenant, owner/manager, broker, and financial service agents. Madison also recognizes that some populations have special needs in seeking and retaining their housing or in integrating their housing into the broader range of neighborhood and community activities.

Madison administers an equal opportunity program that promotes housing choice and non-discrimination in rental and sale properties. The EOC handles housing discrimination complaints and works with property owners and other groups to inform them of fair housing laws and responsibilities. Madison funds community-based groups such as the Tenant Resource Center, the Fair Housing Council, and United Refugee Services to help particular population groups become better informed about their rights and fair housing practices. Also funded are community-based groups like the YWCA and Transitional Housing, inc. to work with homeless families to help improve their choice and retention of housing. Madison has shaped several programs to improve the coordination of services within neighborhoods, or intended to redevelop or revitalize particular neighborhoods undergoing extensive pressure or transition. As part of this effort, Madison has organized 8 inter-agency Neighborhood Resource Teams to monitor neighborhood trends, exchange information on these trends and services and identify ways to improve those services. Housing is often a major focus of these efforts. Madison also has led or funded major redevelopment efforts in areas with a high level of crime or turnover of residents, including Vera Court, the Worthington and Broadway areas, and the Wexford Ridge complex.

SECTION 18

TAXES AND REVENUE SHARING UPON ATTACHMENT

18.01 Notwithstanding any amendment of the statutes subsequent to the effective date of this Cooperative Plan, the City shall be responsible for services in the attached territory beginning on the effective date of any attachment hereunder and the Town shall be entitled to all taxes (as between the City and the Town) for the year in which the attachment is effective.

18.02 Whenever a commercial property is attached to the City, including, but not limited to, any property on Watts Road or Seybold Road, the City shall provide revenue sharing to the Town for the first five years the City collects taxes on the property. The amount shall be based on the Town share of taxes, including room taxes, collected by the Town in the last year the Town collected taxes on the property and shall be 50% of that amount in the first year, 40% in the second, 30% in the third, 20% in the fourth and 10% in the fifth. Revenue sharing payments shall be made on or before August 15 of the year the City collects taxes on the property.

18.03 No adjustment or assignment of assets and liabilities shall occur in connection with any attachments under this Cooperative Plan.

18.04 Notwithstanding Section 74.48(2), Wis. Stats., the City may subtract and retain the prorated reasonable administrative costs of collection from any agricultural use-value penalty amount paid to the Town.

SECTION 19 COMPREHENSIVE/MASTER PLANNING

The territory subject to this plan is covered by adopted plans of the Town, City, Dane County Regional Planning Commission and the Madison Area Metropolitan Planning Organization. With very few exceptions, the proposed land use pattern for the territory is well known and described in existing adopted plans. These plans and the future comprehensive plans of the Town and the City will guide new development and redevelopment which occurs within the territory. The following provides a listing of the plans currently in place for the transition area, boundary adjustment area, and areas west to the western Town boundary.

A. Town Plans.

The Town has prepared the following plans to guide development within the Town.

1. The Land Use Plan for the Town of Middleton, adopted in March, 1994 provides a detailed background description of existing conditions within the Town, a statement of goals and objectives, land use and development performance guidelines, and implementation recommendations.
2. In July of 1995, the Town adopted a transportation plan, which includes an assessment of existing conditions, an inventory of all transportation facilities, and a series of multi-modal transportation recommendations.
3. The Town's Outdoor Recreation Plan was adopted in January 2003. This plan includes a detailed recreation needs assessment, an inventory of existing resources and facilities, and a proposed action plan, including an implementation and funding plan and five year capital improvement plan.

B. City Plans.

The City has prepared a number of City-wide Master Plan elements that cover the plan territory. These include the Peripheral Area Development Plan, the Parks and Open Space Plan, the Pedestrian Plan, the Bicycle Plan, the Climate Protection Plan, and the Land Use Plan. In addition, detailed neighborhood development plans covering the boundary adjustment area have also been prepared. These include:

1. Junction Neighborhood Development Plan, 1990.
2. Blackhawk Neighborhood Development Plan, 1994.
3. High Point-Raymond Neighborhood Development Plan, 1997.
4. West Side Neighborhood Development Plan, 1999 (in the process of being updated).

5. Mid-Town Road Amendment to the High Point-Raymond Neighborhood Development Plan, 1999.
6. Elderberry Neighborhood Development Plan, 2002.

C. Regional Plans.

In addition to the plans of the Town and City, several plans prepared by the Dane County Regional Planning Commission and the Madison Area Metropolitan Planning Organization also cover the Town territory. These include:

1. In 1997, the Dane County Regional Planning Commission completed the Dane County Land Use and Transportation Plan (Vision 2020).
2. In 2000, the Madison Area Metropolitan Planning Organization (MPO) completed a Bicycle Transportation Plan for the Madison Urban Area and Dane County.
3. In 1999, the Dane County Regional Planning Commission completed work on the Transit Development Program for the Madison urbanized area which outlines near-term (5 year) recommendations for the transit system. The TDP is currently being updated.
4. The Dane County Regional Planning Commission is the designated water quality management agency for Dane County. The DCRPC has prepared the Dane County Water Quality Plan which is the official water quality management plan for Dane County. The plan provides a framework of goals, objectives, policies and recommendations for federal, state and local water quality protection activities and programs.
5. Every year, the Madison area MPO prepares a 5-year transportation improvements program which contains recommended transportation improvements in the metropolitan area.

The Boundary Adjustment Area is covered by adopted City neighborhood development plans. Each of the neighborhood development plans includes a description of recommended land uses, including residential, commercial, institutional, parks and open spaces, industrial, light manufacturing, research and specialized manufacturing. These plans include recommendations on the provision of transportation facilities and services, including streets, pedestrian-ways, bikeways and transit service. These plans also include development staging recommendations, including the provision of urban services and implementation recommendations. The neighborhood development plans include recommendations for the extension of urban services and public improvements to serve development within the area covered by this Cooperative Plan. These plans include a description of the relationship between land uses and linkages between land uses. The plans also include a description of historic and archeological sites, to the extent that they have been identified. Attached is a land use plan map for the Boundary Adjustment Area (see Exhibit 3).

In addition to the neighborhood development plans, the City's City-wide Master Plan elements also cover the Boundary Adjustment Area. These include the City's Peripheral Area Development Plan, the Parks and Open Space Plan, the Pedestrian Plan, the Bicycle Plan, Climate Protection Plan. The City's Master Plan and in the future the Comprehensive Plan shall

govern development and land use changes which occur within the Boundary Adjustment Area. The Town's adopted plans, including its Land Use Plan, Transportation Plan and Outdoor Recreation Plan, shall govern development West of the Boundary Line. The City and the Town agree to cooperate on the development of street access plans for properties on both sides of Pioneer Road.

The Cooperative Plan includes the identification of a permanent boundary between the City and the Town. Within the Transition Area shown on Exhibit 4, the City and the Town have defined recommended land uses and allowable densities. The intent of the Transition Area is to establish compatible land uses east and west of the permanent boundary between the Town and the City.

The City also has an intergovernmental agreement with the City of Middleton which defines a permanent border between the two cities along Blackhawk Road extended to the west. The City of Madison has agreed not to annex Town lands north of Blackhawk Road, and the City of Middleton has agreed not to annex Town lands south of Blackhawk Road.

The Cooperative Plan is consistent and compatible with existing local, County, State and Federal plans, ordinances, codes and statutes. The Cooperative Plan was developed in recognition of the multiple jurisdictions with an interest in the planning area. The plan recognizes the presence of local districts, including the Madison Metropolitan Sewerage District, the multiple utilities serving the area, the Middleton-Cross Plains School District, the Verona School District, the Madison Metropolitan School District, location of major employment centers, and shopping, recreational and cultural centers serving the area. The Cooperative Plan recognizes the area East of the Boundary Line which will be developed by the City at urban densities and in conformance with urban development standards, and also recognizes the area West of the Boundary Line which will remain in the Town and will be developed at Town standards and Town densities. The Cooperative Plan effectively recognizes a permanent boundary between the City and the Town. The Plan will allow both units of government to move forward with confidence in planning for the delivery of services to their respective areas so that there will not be a competition between units of government, property owners and developers.

SECTION 20
AUTHORIZING RESOLUTIONS, NOTICES,
COOPERATIVE PLAN ADOPTION RESOLUTIONS, AND
RECORD OF PUBLIC PARTICIPATION

- A. **Initial Authorizing Resolutions.** The Resolutions of the Town and City that authorize participation in the preparation of this Cooperative Plan are attached as **Exhibit 8**.

- B. **Affidavits of mailing.** The Affidavits of the Town and City attesting to the mailing of the authorizing resolutions as required pursuant to Sec. 66.0307(4)(a), Wisconsin Statutes, are attached as **Exhibit 9**.

- C. **Affidavits of publication.** The Affidavits of publication of the Notice of Joint Public Hearing are attached as **Exhibit 10**.
- D. **Record of Public Participation and Comment.** The public comments received are included in the attached **Exhibit 11**.
- E. **Resolutions Adopting the Cooperative Plan and Authorizing Submittal of Plan to the State.** The Resolutions of the Town and City that adopt the final version of the Plan and authorize it to be submitted to the State of Wisconsin Department of Administration for approval are attached as **Exhibit 12**.

SECTION 21 BINDING EFFECT OF COOPERATIVE PLAN

This Cooperative Plan shall bind, and accrue to the benefit of, all successors of the City and Town, whether one or more. For example, if a part of the Town should be incorporated, both the incorporated and unincorporated entities would be considered to be bound by the terms of the Plan. Except as to the rights of owners of land currently in the Town as expressly set forth herein, this Cooperative Plan is for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy or claim to any other person or entity.

SECTION 22 ENFORCEMENT

22.01 Notice of Breach/Dispute Resolution. In the event of a breach of this Plan or a dispute between the Parties involving the application, interpretation or enforcement of this Plan,

- (a) The Parties shall meet to seek a resolution within 10 days following written notice by one Party to the other of the breach or dispute.
- (b) If the issue is not resolved at such meeting or at an extension thereof mutually agreed to by the Parties, either Party may demand mediation. The Parties shall submit to mediation if demanded by either Party.
 - (1) If the Parties cannot agree on a mediator within five (5) days after the demand for mediation, either Party may request appointment of a qualified mediator by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.
 - (2) The mediation session must take place within thirty (30) days of the appointment of the mediator.
 - (3) Each Party must designate a representative with appropriate authority to be its representative in the mediation of the dispute.

- (4) Each Party must provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least ten (10) days prior to the scheduled mediation session. The Parties must also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require any Party to supplement such information.
 - (5) The mediator does not have authority to impose a settlement upon the Parties, but will attempt to help the Parties resolve their dispute. The mediation sessions shall be private. The Parties and their representatives may attend the mediation sessions.
 - (6) The cost of the mediator shall be borne equally by the Parties.
 - (7) The Parties shall maintain the confidentiality of the mediation and may not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding (i) views expressed or suggestions made by another Party with respect to a possible settlement of the dispute; (ii) admissions made by another Party in the course of the mediation proceedings; (iii) proposals made or views expressed by the mediator; or (iv) the fact that another Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- (c) In the event the issue is not resolved as a result of the meeting or mediation as provided in paragraphs a and b, the matter shall be submitted to binding arbitration upon written demand by either Party to the other with notice to the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration of such demand. The arbitration shall be performed by a person designated by the Director in accordance with such rules and procedures such person may specify, subject to the terms of this Plan. In the event the Director does not appoint an arbitrator within 30 days of the Director's receipt of a written request to do so, then:
- (1) The arbitration must be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration ("Rules"), except as such Rules may be modified by this Plan. A Party desiring to submit a dispute to arbitration hereunder must file a Demand for Arbitration ("Demand") with the AAA at its office in Chicago, Illinois. A copy of such Demand must be sent to the other Party at the same time. The arbitration proceeding must be conducted by a panel of three (3) arbitrators selected from a list of qualified arbitrators supplied by the AAA. The arbitrators must be selected as follows: Within ten (10) days after filing, each Party shall appoint one (1) arbitrator. Within ten (10) days after they are chosen, the two (2) arbitrators shall choose a third arbitrator who acts as chairperson of the arbitration proceedings. If the two (2) arbitrators are unable to agree upon a third arbitrator within ten (10) days, then the third arbitrator shall be appointed by the AAA. The arbitrators in the arbitration proceeding must be individuals with the necessary expertise and

competency to pass on the matters presented for arbitration, but said arbitrators may have no interest in or prior connection with any Party.

- (2) Following the appointment of the arbitrators, each Party has the right to mail to any other Party (with a copy to the arbitrators) a written request for the production of certain identified documents or of all documents in possession of the other Party relevant to any claims or counterclaims in the arbitration. Within ten (10) days of receipt of any such request, the receiving Party must respond to such request but may object to all or part of said request (with a copy to the arbitrators), on the ground that it is unduly burdensome, that the documents requested are irrelevant or privileged, or that such documents are equally available to the requesting Party. The arbitrators will rule on the validity of any such objection and the Parties must produce documents in accordance with the ruling.
- (3) The site of the arbitration shall be in Dane County, Wisconsin. The Parties must diligently and expeditiously proceed with arbitration. Upon the conclusion of any hearing, the Parties shall have thirty (30) days to submit written briefs in support of their respective positions. The arbitrators must make an award within forty-five (45) days after the filing of the briefs, subject to any reasonable delay due to unforeseen circumstances.
- (4) Except to the extent the Parties' remedies may be limited by the terms of this Plan, the arbitrators are empowered to award any remedy available under the laws of the State of Wisconsin including, but not limited to, monetary damages and specific performance. The arbitrators have no authority to award punitive or other damages not measured by the prevailing Party's actual damages and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of this Plan. The award of the arbitrators must be in writing with a statement of reasons for such award and signed by the arbitrators. A written decision of a majority of the arbitrators is binding upon the Parties. An award rendered by the arbitrators in an individual or consolidated arbitration may be entered in any court having jurisdiction thereof.
- (5) The arbitrators' authority is limited solely to resolving disputes under this Plan.
- (6) The pendency of any arbitration hereunder does not relieve any Party of any of its obligations under this Plan.
- (7) The Parties shall share equally the fees and expenses of the arbitrators as well as all fees imposed by the AAA including, but not limited to, transcripts, hearing room rentals and administrative costs. Each Party to the arbitration proceeding is responsible for its own costs and legal fees, if any, except that the arbitrators are empowered to award such costs and fees against a Party who prosecutes or defends an arbitration hereunder in bad faith or as otherwise provided in section 10.b.

22.02 Limitation on Commencement of Civil Action. Subsection 22.01 of this Cooperative Plan shall be the exclusive method of resolving the issues specified in the introduction to this section and both the City and Town waive their rights under Sec. 893.80, Wis. Stats., and their rights to seek remedies in court as to such issues except that the prohibition on court actions shall not apply to:

- (1) Actions to enforce an arbitration award under paragraph 22.01(c);
- (2) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution process;
- (3) Disputes involving a necessary third party who refuses to consent to arbitration as provided above; or
- (4) Disputes involving a necessary third party when the Municipal Boundary Review Director fails to appoint an arbitrator.

SECTION 23 NO CHALLENGES TO THIS COOPERATIVE PLAN; REMEDIES

23.01 Challenge to Cooperative Plan.

(a) Both the City and Town waive any and all rights each may have to commence or maintain any civil action or other proceeding to contest, invalidate or otherwise challenge this Cooperative Plan or any of the actions required or contemplated by this Cooperative Plan, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Cooperative Plan or any of the actions required or contemplated by this Cooperative Plan.

(b) In the event of a court action by a third party challenging the validity or enforceability of the Cooperative Plan or any of its provisions, both the City and Town shall fully cooperate to vigorously defend the Cooperative Plan.

- (1) If only the City or the Town is named as a party to the action the other shall seek to intervene and the named party shall support such intervention.
- (2) No settlement of such an action shall be permitted without the approval of the governing bodies of both the City and Town.
- (3) The workload to defend the Cooperative Plan shall be shared equally.

(c) A challenge to the Cooperative Plan by one of the Parties or a failure to vigorously defend the Cooperative Plan constitutes a breach of the Cooperative Plan.

23.02 Remedies. In the event of a breach of this Cooperative Plan,

(a) Either the City or Town may seek specific performance of this Cooperative Plan in addition to any other remedies available at law or in equity.

(b) The breaching municipality shall pay the other's attorney fees reasonably incurred in seeking remedies for the breach.

(c) If the breach involves development or an attachment or a challenge to an attachment, all taxes, assessments and other revenues realized by the breaching municipality from the subject property during the remaining term of the Cooperative Plan shall be paid to the other municipality.

SECTION 24 AMENDMENT

The procedure for amendment of this Cooperative Plan is found in Sec. 66.0307(8), Wis. Stats.

SECTION 25 GOOD FAITH AND FAIR DEALING

The City and the Town hereby acknowledge that this Cooperative Plan imposes upon each of them a duty of good faith and fair dealing in its implementation.

SECTION 26 INVALID OR INEFFECTIVE ORDINANCE

In the event that any Ordinance, including but not limited to Attachment and Zoning Ordinances, which parties are required or entitled to enact and/or enforce by this Cooperative Plan is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the City and Town shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The Town and City shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, they shall negotiate appropriate amendments of this Cooperative plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan. In the event they are not able to reach agreement in such situation, either the City or Town may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial arbitrator, to be mutually selected during such thirty (30) day period, for binding arbitration as provided in subsection 22.01 of this Plan.

SECTION 27 IMPLEMENTATION

Town and City shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Cooperative Plan.

SECTION 28 MISCELLANEOUS INTERPRETATION

28.01 References. Any references in this Cooperative Plan to any particular agency, organization or officials shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Cooperative Plan to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

28.02 Section Titles. Section and subsection titles in this Cooperative Plan are provided for convenience only and shall not be used in interpreting this Cooperative Plan.

28.03 Governing Law. This Cooperative Plan shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.

28.04 Interpretation. If any term, section or other portion of this Cooperative Plan is reviewed by an administrative agency, court, mediator, arbitrator or other judicial or *quasi*-judicial entity, such entity shall treat this Plan as having been jointly drafted by both the City and Town. By the terms of this Plan, neither municipal party shall benefit from not having drafted this document.

28.05 Entire Agreement. The entire agreement of the City and Town is contained in this Cooperative Plan and it supercedes any and all oral representations and negotiations between the municipalities, and supercedes and replaces that certain Intergovernmental Agreement of March 28, 2002.

SECTION 29 NON-DISCRIMINATION

In the performance of the services under this Cooperative Plan, the City and Town agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin, ancestry, income level, source of income, arrest record, conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The City and Town further agree not to discriminate against any subcontractor or person who offers to subcontract on this Plan because of race, religion, color, age, disability, sex or national origin

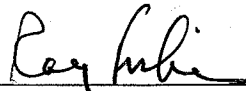
**SECTION 30
NOTICES**

All notices required by or relating to this Cooperative Plan shall be in writing. Each notice shall specifically refer to this Cooperative Plan by name and shall refer specifically to the number of the section(s), subsection(s), paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the municipality receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Clerk by certified mail, return receipt requested (or equivalent private delivery service). Each notice to Town shall be addressed as follows: Town Clerk, 7555 Old Sauk Road, Verona, Wisconsin 53593. Each notice to the City shall be addressed as follows: City of Madison Clerk, Room 103A, City-County Bldg., 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703. Each municipality may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Cooperative Plan, by written notice to the other pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

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

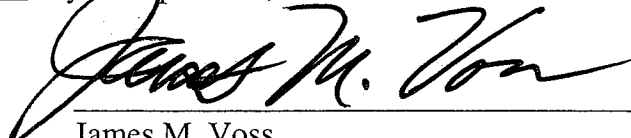
THE CITY OF MADISON
a Wisconsin Municipal Corporation

By: 
David J. Cieslewicz, Mayor


By: 
Ray Fisher
City Clerk

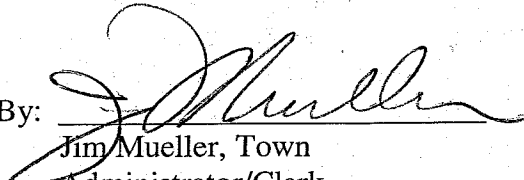
AUTHENTICATION

Signatures of David J. Cieslewicz, Mayor, and Ray Fisher, City Clerk of the City of Madison, Wisconsin, authenticated this 22nd day of September, 2003.


James M. Voss
Member State Bar of Wisconsin


TOWN OF MIDDLETON
a Wisconsin Municipality

By: 
Milo Breunig, Town Chairperson

By: 
Jim Mueller, Town
Administrator/Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 22 day of September, 2003, **MILO BREUNIG**, Town Chairperson, and **JIM MUELLER**, Town Administrator/Clerk, of the **TOWN OF MIDDLETON**, Middleton, Wisconsin, a Wisconsin municipality, to me know to be such Administrator and Town Administrator/Clerk of said municipality, and acknowledged to me that they executed the foregoing instrument as such officers as the Cooperative Plan of said municipality, by its authority.


Notary Public, Dane County, Wisconsin
My Commission: is permanent

This instrument was drafted by:
James M. Voss
Assistant City Attorney
State Bar No. 01014000

Exhibit 1 Boundary Line & Boundary Adjustment Area

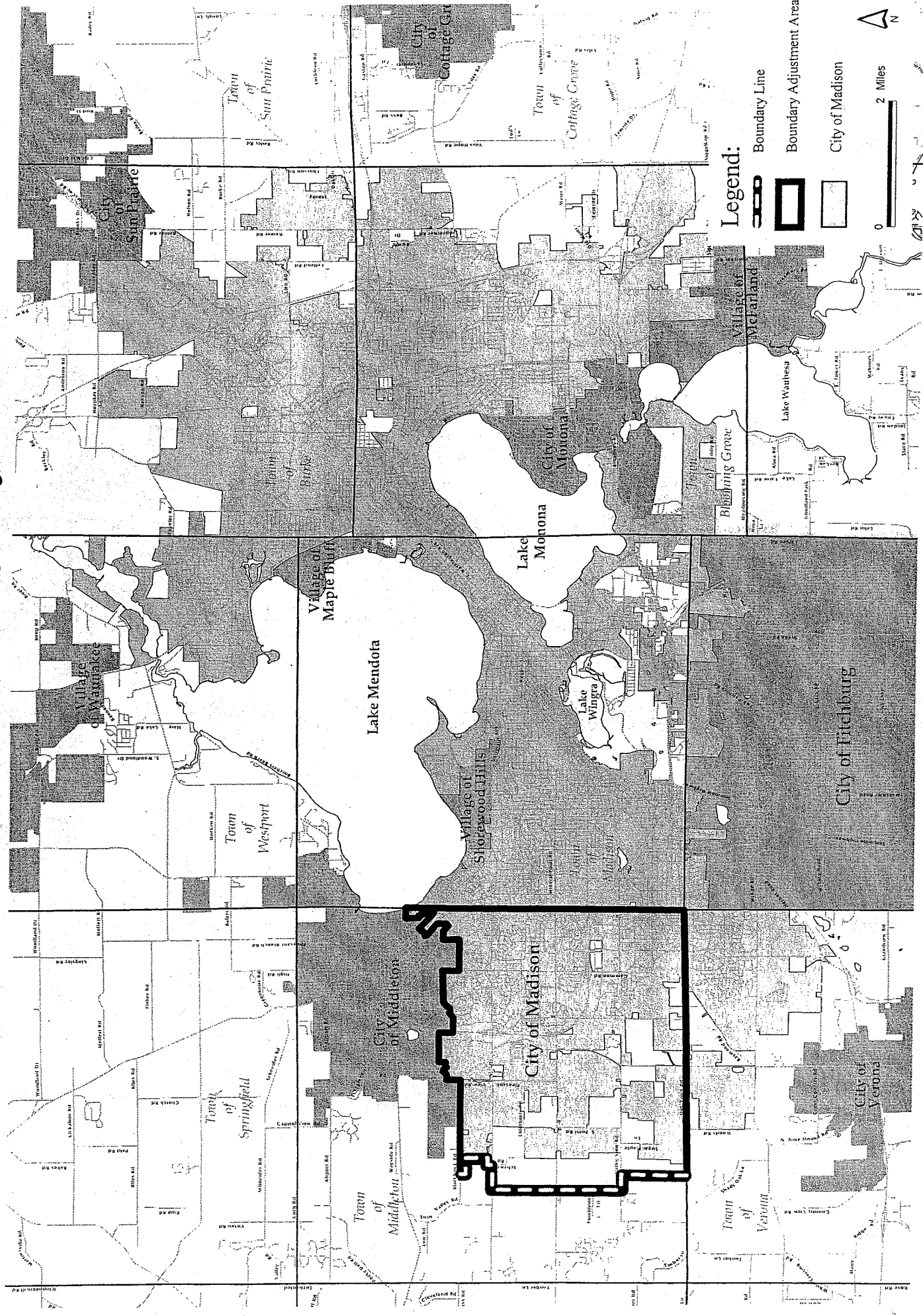


Exhibit 1a

Boundary Line & Boundary Adjustment Area

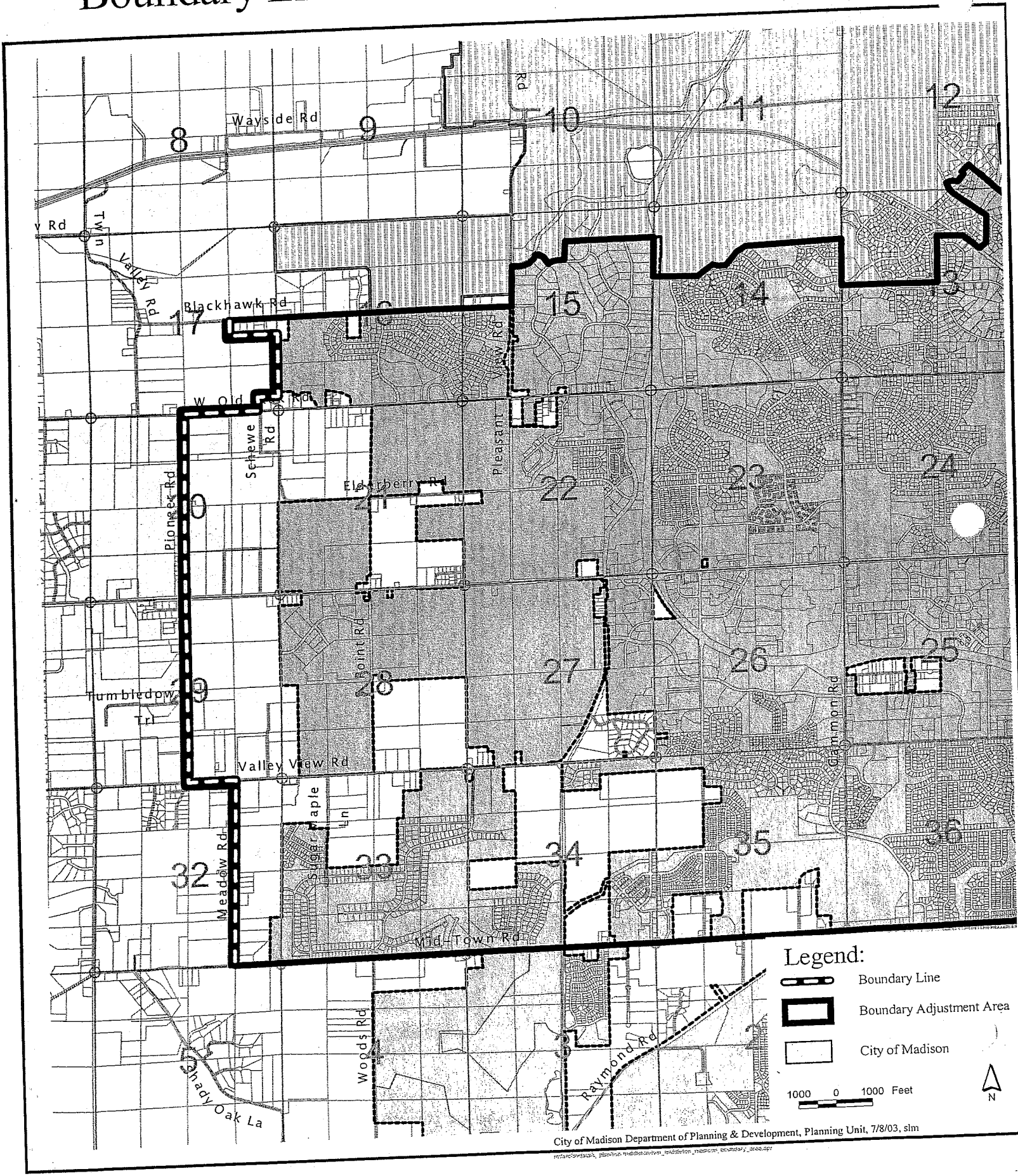
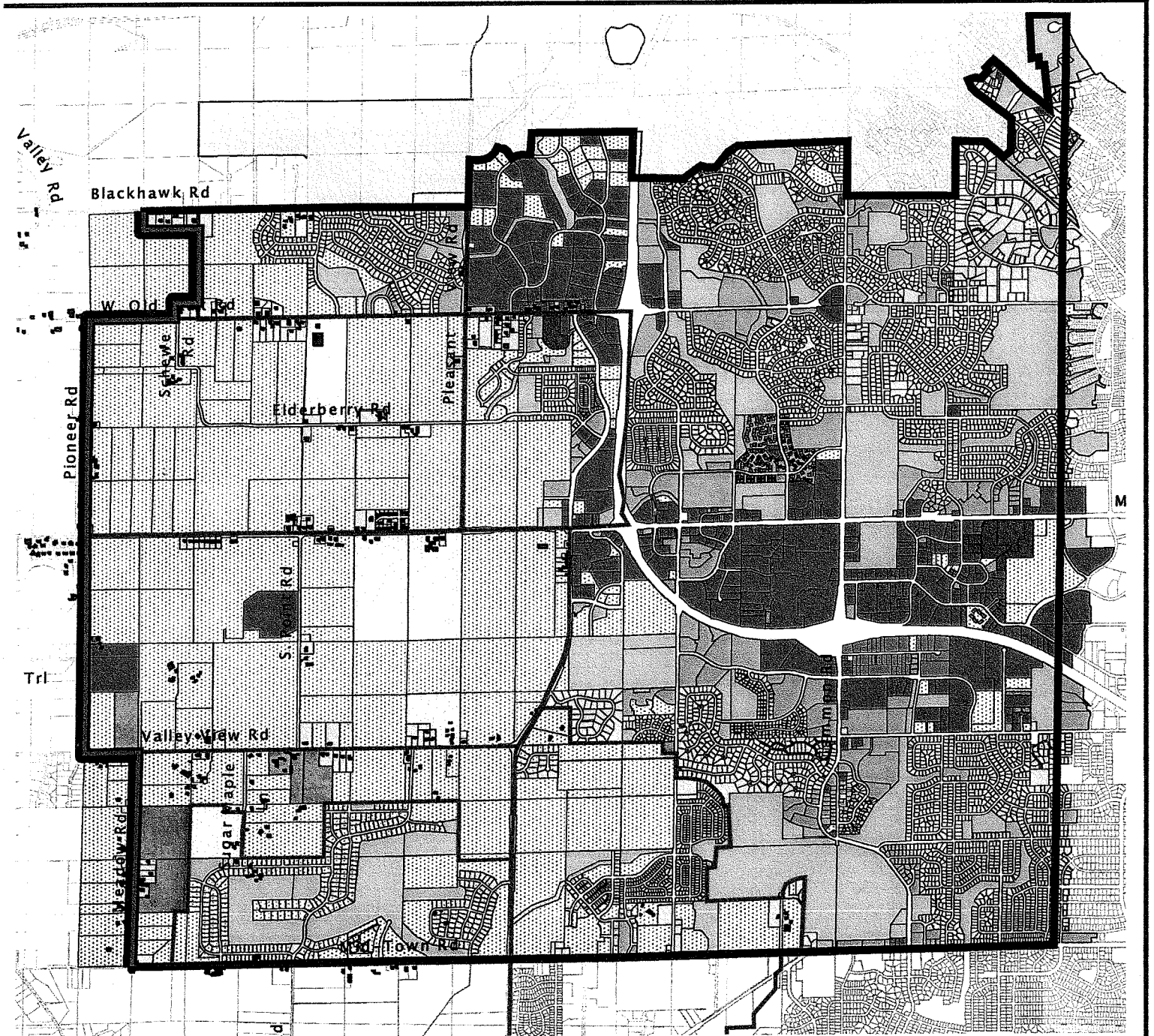


Exhibit 2

Boundary Adjustment Area - Existing Land Use












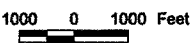






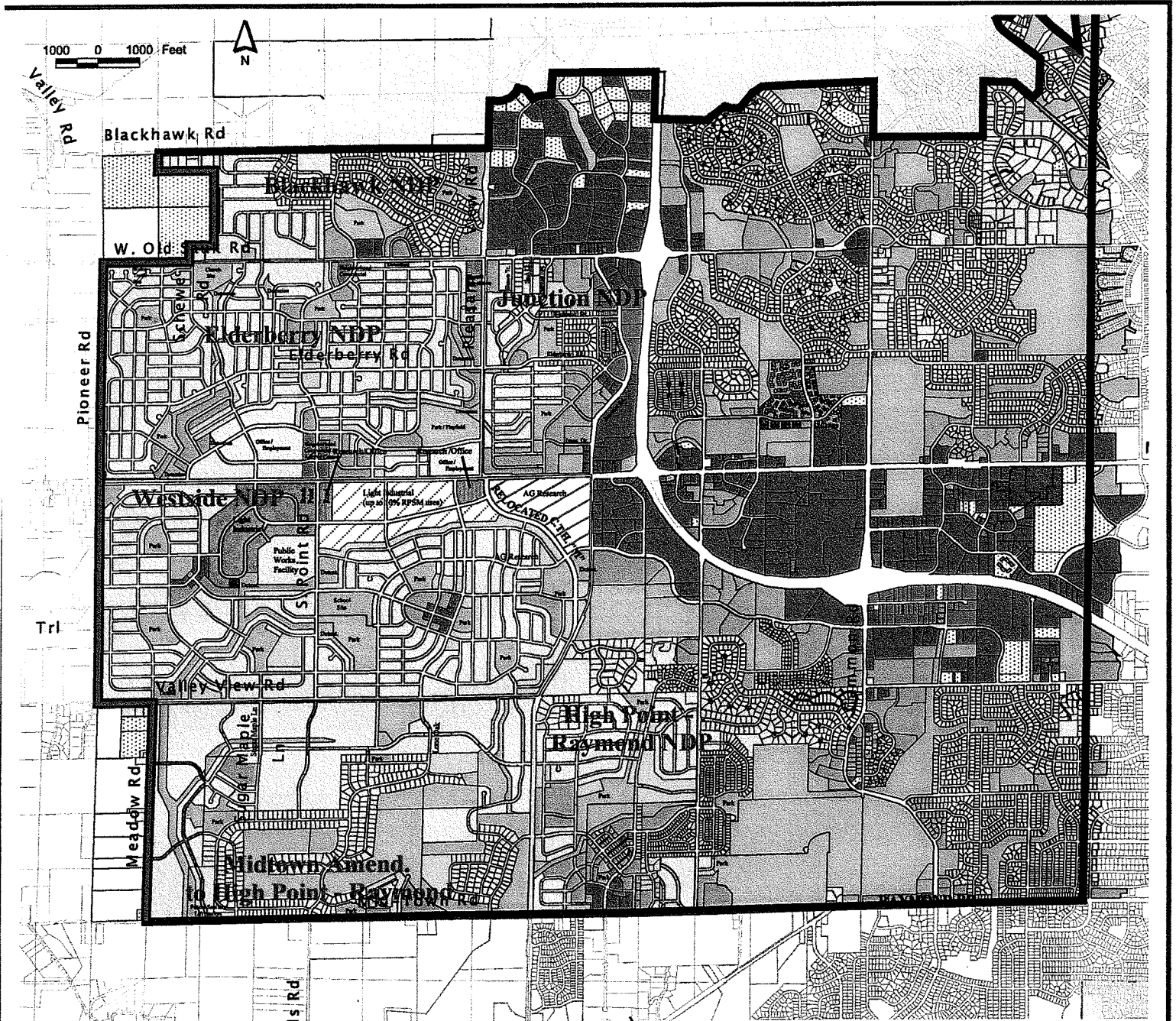
	Boundary Adjustment Area		Boundary Line		Planned Neighborhoods		Buildings
Existing Land Use			Residential - Single Family		Commercial		N
	Residential - Two Family		Institutional				
	Residential - Three or More Units		Industrial				
	Other Residential (Dorm, Group Homes, etc)		Park and Open Space				
	Community Commercial		Agriculture and Vacant				

Exhibit 3

Boundary Adjustment Area - Land Use Plan Map



Boundary Adjustment Area

Boundary Line

Planned Neighborhoods

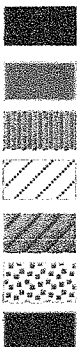
Planned Uses



Residential - Low Density

Residential - Low-Med. Density

Residential - Medium Density



Other Residential
(Dorm, Group Homes, etc)

Office/Mixed Use/Flex Use

Research/Office

Ag. Research

Office/Industrial

Neigh. Civic/Recreational

Commercial



Institutional

Light Industrial (up to 10% RPSM uses)

Public Works

Industrial

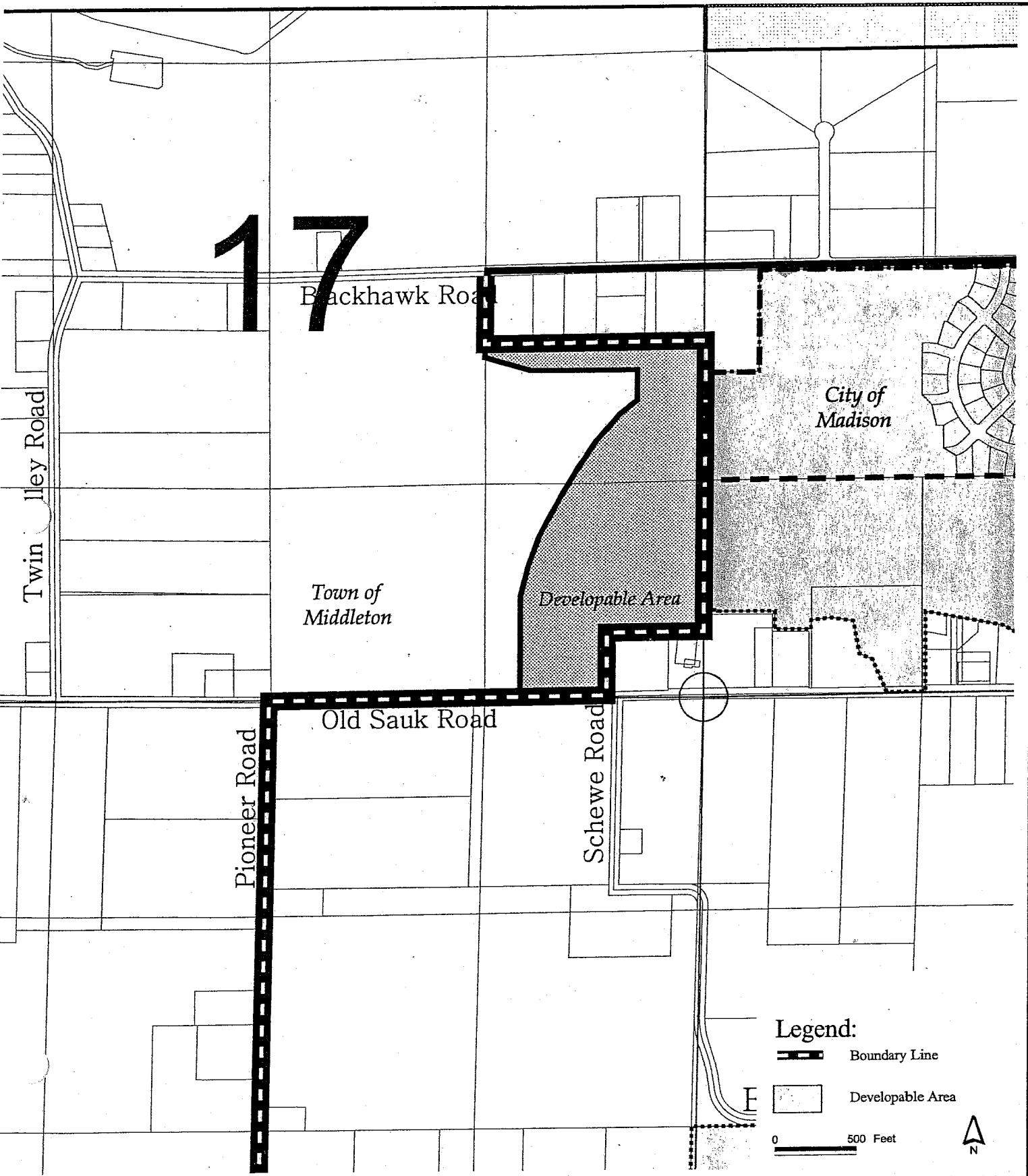
Lift Station

Park, Open Space &
Drainage

Agriculture and Vacant

Exhibit 5

Developable Portion of the SE 1/4 of Section 17 in the
Town of Middleton as described in Section 13.03(d) of
the Intergovernmental Agreement



Richard C. Yde

ryde@staffordlaw.com
608.259.2639

December 22, 2003

BY HAND DELIVERY

Mr. George E. Hall, Director
Municipal Boundary Review
Wisconsin Department of Administration
Office of Land Information Services
17 S. Fairchild Street, 7th Floor
Madison, WI 53703

Re: City of Madison/Town of Middleton Cooperative Plan

Dear George:

Section 11.03 of the City of Madison and Town of Middleton Cooperative Plan provides for the immediate attachment of "the cemeteries and road rights-of-way identified on Exhibit 6 to the City." Due to a drafting error by the engineers, the description and map of Area No. 12 of Exhibit 6 include two residential properties which are clearly neither cemeteries nor road rights-of-way. In order to correct that error, the City and Town request that you insert the enclosed pages in Exhibit 6 of the Plan in place of the corresponding pages there now.

December 22, 2003

Page 2

We view this as merely correcting a scrivener's error. No amendment of the Plan is being made and no additional procedures are required. Even without correcting the exhibit, the residential properties would not be attached to the City because they are neither roads nor cemeteries.

Very truly yours,

STAFFORD ROSENBAUM LLP



Richard C. Yde

RCY:kps

Enclosures

cc: Mr. Mike Blaska (with enclosures)
Attorney James Voss (with enclosures)
Attorney Thomas G. Voss (with enclosures)
Mr. James Mueller, Town Administrator/Clerk (with enclosures)

line of the NE ¼ of Section 36; thence Southerly, 40 feet on a line that is parallel to and 517.60 feet West of the East line of said Section 25 to the North line of said Section 36; thence East on said North line to a point that is 461.04 feet West of said Northeast Corner of Section 36; thence South, 40 feet on a line that is parallel to the West line of the East ½ of the NE ¼ of the NE ¼ of said Section 36; thence Westerly, 200 feet, more or less, along the Southerly right-of-way line of Schroeder Road being a line that is 40 feet south of and parallel with the said North line of the NE ¼ of Section 36; thence Northerly, 40 feet along the said West line of the East ½ of the NE ¼ of the NE ¼ of Section 36 to the point of beginning.

Containing approximately 0.3 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 12

The public road right of way of Pleasant View Road, Old Sauk Road and cemetery lands adjacent to the City of Madison corporate limits located in part of the North ½ of the NW ¼ of Section 22; also part of the South ½ of the NW ¼ and part of the SW ¼ of Section 15, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the North Quarter Corner of said Section 15; thence S 89°46'53" W, along the North line of said Section 15, 890.02 feet; thence S 01°19'07" W, 200.00 feet; thence S 89°46'53" W, 375.64 feet to a point on a line that is parallel with and 60 feet East of, measured at right angles to, the West line of the NE ¼ and SE ¼ of the NW ¼ of said Section 15; thence S 01°19'07" W, along said parallel line 1343.84 feet to the point of beginning; thence South on last mentioned parallel line and City of Madison Corporate Limits to the Northwest corner of Lot 2 of Certified Survey Map Number 1419; thence S 01°31'57" W, 880.48 feet on the West line of said Lot 2 and said corporate limits; thence S 85°11'47" E, 137.90 feet along said corporate limits; thence S 01°31'57" W, 132.00 feet along said corporate limits; thence N 85°11'47" W, 137.90 feet along said corporate limits to a point on the East line of Pleasant View Road as presently located; thence S 01°31'57" W on the West line of said Lot 2 and the East line of said Pleasant View Road and said corporate limits, 1436.74 feet; thence S 88°55'27" W, 27 feet, more or less, along the easterly right-of-way of said Pleasant View Road; thence Southerly, 165 feet along the said easterly right-of-way of Pleasant View Road that is 33 feet East of and parallel with the West line of the East ½ of the said SW ¼ of Section 15 to the intersection with the northerly right-of-way of Old Sauk Road; thence Easterly 483.8 feet, more or less, along the said northerly right of way of Old Sauk Road being 33 feet north of and parallel with the South line of the said SW ¼ of Section 15; thence Southerly on a line that is parallel to and 516.8 feet East of, measured at right angles to, the West line of the East ½ of the SW ¼ of said Section 15 and along said corporate limits, 33 feet, more or less, to the South line of said Section 15 and the center line of Old Sauk Road; thence S 88°55'07" W, 165 feet, more or less, on said South line of Section 15 and the center line of Old Sauk Road and the said corporate limits to the intersection with the West line of Certified Survey Map No. 5030, a recorded survey in said Section 22; thence S 00°35'41" W, on the said West line of Certified Survey Map No. 5030 and said corporate limits, 60 feet to the intersection with the southerly right-of-way of Old Sauk Road and the northeast corner of Lot 2, Certified Survey Map No. 2021; thence S 88°55'07" W, 267.83 feet along the said southerly right-of-way of Old Sauk Road and the North line of said

Lot 2, Certified Survey Map No. 2021; thence Southwesterly 38.55 feet along the arc of a curve to the left having a radius of 25 feet and a long chord bearing S 44°44'56" W to the point of tangency thereof; thence S 00°34'44" W, 742.33 feet along the easterly right-of-way of Pleasant View Road and the west lines of Lots 1 and 2 of said Certified Survey Map No. 2021 to the southwest corner of said Lot 1; thence N 88°29'52" W, 60 feet along said corporate limits to the East line of the NW ¼ of the NW ¼ of said Section 22; thence N 00°34'11" E, along the last mentioned East line, said corporate limits and the center line of Pleasant View Road, 857.00 feet, more or less to a point which is 33.00 feet North of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence South 88°55'20" West along the former Northerly right-of-way of Old Sauk Road and said corporate limits on a line which is parallel to and 33.00 feet North of, measured at right angles to, the North line of the said Section 22, 60 feet to a point on a line that is parallel to and 60.00 feet West of measured at right angles to the East line of the West 1/2 of the Southwest 1/4 of said Section 15; thence North 01°31'50" East, 780.40 feet on said parallel line and corporate limits to the Southeast corner of C.S.M. 2041; thence N 01°31'57" W, along the East lines of Lots 1 and 2 of said C.S.M. 2041, 581.18 feet to the Northeast corner of said C.S.M. 2041; thence North 01°31'50" East, along said line that is parallel to and 60.00 feet West of, measured at right angles to, the East line of the West 1/2 of the Southwest 1/4 of Section 15 and said corporate limits, to its point of intersection with the North line of Blackhawk Subdivision; thence South 79°13'54" East, along said North line of Blackhawk Subdivision and said corporate limits, 27.36 feet to a point on a line that is parallel to and 33.00 feet West of, measured at right angles to, the East line of the West 1/2 of the Southwest 1/4 of said Section 15; thence North 01°31'50" East, along said parallel line and corporate limits, 1,043.85 feet to the North line of the Southwest 1/4 of said Section 15; thence continuing Northerly, 330 feet along said line that is parallel with and 33 feet west of, measured at right angles to, the East line of the West ½ of the SW ¼ of said Section 15 to the intersection with a line that is parallel with and 330 feet north of the South line of the NW ¼ of said Section 15; thence N 89°23'04" E, along the corporate limits of the City of Middleton parallel with and 330 feet north of the South line of the said NW ¼ of Section 15, 33 feet to the center line of Pleasant View Road; thence N 01°19'26" E, 777 feet more or less along the said center line of Pleasant View Road and the said corporate limits of the City of Middleton; thence S 88°40'53" E, 60 feet along the said corporate limits of the City of Middleton to the point of beginning.

Containing approximately 10.4 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 13

The public road right of way of Old Sauk Road adjacent to the City of Madison corporate limits located in part of the NE ¼ of the NW ¼ of Section 22 and also part of the SE ¼ of the SW ¼ and also part of the SW ¼ of the SE ¼, all in Section 15, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Beginning at the North Quarter corner of said Section 22; thence S 00°37'12" W, 47.79 feet along the East line of the said NE ¼ of the NW ¼ of said Section 22; thence N 85°15'10" W, 89.35 feet along the southerly right-of-way of Old Sauk Road (also being the south lines of Document No.'s 3661859 and 3190792); thence N 87°41'45" W, 80.08 feet along the said

southerly right-of-way of Old Sauk Road; thence S 89°45'23" W, 66 feet along the said southerly right-of-way of Old Sauk Road; thence S 88°54'58" W, 33.95 feet along the said southerly right-of-way of Old Sauk Road; thence S 71°07'13" W, 104.70 feet along the said southerly right-of-way of Old Sauk Road; thence S 88°54'58" W, 36.7 feet, more or less, to the intersection with the East line of Certified Survey Map No. 1120; thence N 00°35'44" E, 65 feet, more or less, on the East line of said Certified Survey Map No. 1120 to the North line of said Section 22 and the center line of said Old Sauk Road; thence N 88°55'07" E, on said center line and on the South line of said Section 15 to a point that is 142.25 feet West of the Southeast corner of the SW ¼ of said Section 15, measured along said South line; thence N 01°04'59" W, 60.00 feet to a point of curve on the northerly right-of-way line of Old Sauk Road and the South line of Lot 1, Certified Survey Map No. 8314; thence N 88°55'01" E, along the South line of said Lot 1, 142.51 feet; thence N 89°12'22" E, along the South line of said Lot 1, 35.96 feet; thence S 01°50'41" W, 18.30 feet along the Southerly extension of the East line of said Lot 1, Certified Survey Map No. 8314; thence S 85°47'36" E, 99.98 feet along the northerly right-of-way of said Old Sauk Road right-of-way as per document No. 3190791, thence N 89°12'22" E, 108.7 feet, more or less, along said northerly right-of-way of Old Sauk Road being 33 feet North of and parallel with the said South line of the SE ¼ of Section 15; thence S 01°53'54" W, 33 feet to the South line of the SE ¼ of Section 15, also being the original center line of Old Sauk Road; thence S 89°12'22" W, along said South line, 241.7 feet to the point of beginning.

Containing approximately 1.1 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 14

The public road right of way of Old Sauk Road adjacent to the City of Madison corporate limits located in part of the South ½ of the SW ¼ of Section 16 and part of the North ½ of the NW ¼ of Section 21, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the Southwest Corner of said Section 16; thence East, 1116.38 feet along the South line of the said SW ¼ of Section 16 to the point of beginning; thence continuing East, 227.64 feet along said South line of the said SW ¼ of Section 16 and the City of Madison corporate limits; thence Northerly 40 feet along the West line of Certified Survey Map No. 4321 and said corporate limits to the southwest corner of Lot 1 of said Certified Survey Map No. 4321; thence East, 190.82 feet along the northerly right-of-way of said Old Sauk Road, also along the South lines of Lot 1 and Outlot 2 of Certified Survey Map No. 4321; thence Northerly, 20 feet, along the Easterly line of said Outlot 2 to the southwest corner of Lot 1, Certified Survey Map No. 1280; thence East, 191 feet along the said northerly right-of-way of Old Sauk Road and the south line of said Lot 1, Certified Survey Map No. 1280 to the Southeast corner thereof; thence Southerly, 20 feet along the Westerly side of Lot 2, said Certified Survey Map No. 4321; thence East, 329.43 feet along the said Northerly right-of-way of Old Sauk Road to the Southeast corner of said Lot 2, Certified Survey Map No. 4321; thence Southerly, 40 feet along the East line of said Certified Survey Map No. 4321 and the said corporate limits; thence East, 594.42 feet along the South line of said SW ¼ of Section 16 to the South Quarter Corner of said Section 16; thence Southerly, 33 feet along the East line of the NW ¼ of said Section 21 and said corporate limits; thence Westerly, 823.75 feet, more or less along the southerly right-of-way of

said Old Sauk Road, parallel with and 33 feet south the North line of the said NW ¼ of Section 21, to the intersection with the East line of Certified Survey Map No. 1213; thence Southerly, 27 feet along said East line of Certified Survey Map No. 1213; thence Westerly, 330.14 feet along the said southerly right-of-way of Old Sauk Road and the north lines of Lots 1 and 2 of said Certified Survey Map No. 1213; thence Northerly 27 feet along the West line of said Certified Survey Map No. 1213; thence Westerly, 167 feet, more or less, along the said southerly right-of-way of Old Sauk Road to the intersection with the West line of the said NE ¼ of the NW ¼ of Section 21; thence continuing West along the said southerly right-of-way of Old Sauk Road, 207.64 feet; thence Northerly, 33 feet to the point of beginning.

Containing approximately 1.9 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 15

The public road right of way of Watts Road adjacent to the City of Madison corporate limits located in part of the North ½ of the SW ¼ of Section 25, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the point of intersection of the Southerly right-of-way line of the West Beltline Highway (U.S. Highway 12 and 14) as designated in Wisconsin State Highway Commission Project No. T04-2(34) with the East line of relocated Gammon Road as designated in said project, 60.00 feet East of, measured at right angles to, a point in the West line of said Section 25, 323.00 feet South of the said reference line, measured along the West line of said Section 25; thence Northeasterly, Easterly and Southeasterly along the said Southerly right-of-way line to the Northwest corner of the property described in Volume 9304 of Deeds, Page 49; thence South 01°07'57" West, 376.15 feet on the West line of said property to a point on the North right-of-way line of Seybold Road; thence North 88°35'39" East, 49.67 feet on said North right-of-way line; thence South 01°08'08" West, 330.14 feet; thence South 88°47'08" West, 25.00 feet; South 01°08'08" West, 250.22 feet to the North right-of-way line of Watts Road and the point of beginning; thence South 88°47'08" East, 264.43 feet on said North right-of-way line and City of Madison corporate limits to the East right-of-way line of Struck Street; thence S 00°53'48" E, along the said east right-of-way of Struck Street and said corporate limits to the intersection with the Easterly prolongation of the of the North line of Certified Survey Map No. 4104, a recorded survey in the said SW ¼ ; thence S 88°47'08" W, on said Easterly prolongation and said North line of Certified Survey Map No. 4104 and the Westerly prolongation of said North line of said Certified Survey Map No. 4104 and said corporate limits to the intersection with the Southerly extension of the East line of Certified Survey Map No. 6628; thence N 01°05'18" E, 60 feet, more or less, along said corporate limits and Southerly Extension to the northerly right-of-way of said Watts Road; thence Easterly, 1380.94 feet, more or less, along the said Northerly right-of-way of Watts Road to the point of beginning.

Containing approximately 2.0 acres, more or less.

ANNEXATION TO THE CITY OF MADISON AREA NO. 12

TOWN OF MIDDLETON- OLD SAUK ROAD PLEASANT VIEW RD. ANNEXATION AREA

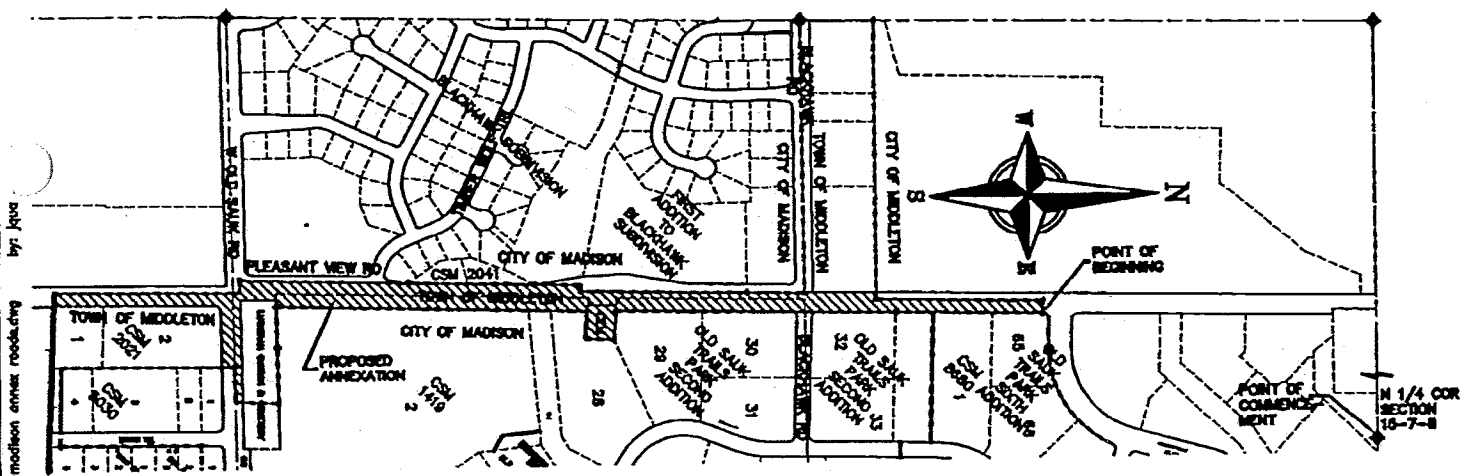
No. _____

Adopted _____

Date Published _____

Annexed to Aldermanic District No. _____

Area: 0.0178 sq. miles



by: jgua
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 No 2003 - 4:52p

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REVISORS	SCALE 1" = 800'	SHEET
12/19/03 CSM 2041	CHECKED	12 OF 15
	DRAFTER JGUA	
	FILE mid64-madison annex roads.dwg	
JOB NO. 23034180.00	DATE June 2003	

EXHIBIT 6

ANNEXATION DESCRIPTION AREA NO. 1

The public road right of way of Mineral Point Road (a.k.a. County Trunk Highway S) lying adjacent to the City of Madison corporate limits located in part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 21 and part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Beginning at the Southwest corner of said Section 21; thence N $00^{\circ}44'55''$ E, 60 feet, more or less, to the intersection with the Northerly right-of-way line of Mineral Point Road; thence N $89^{\circ}24'23''$ E, 648.24 feet on said Northerly right-of-way line and City of Madison Corporate limits; thence S $00^{\circ}35'37''$ E, 110 feet along said corporate limits to the intersection with the Southerly right-of-way line of Mineral Point Road; thence S $89^{\circ}24'23''$ W, 650 feet, more or less, along said Southerly right-of-way to a point on the West line of the NW $\frac{1}{4}$ of said Section 28; thence N $00^{\circ}10'58''$ W, 50 feet, more or less, along the said West line of the NW $\frac{1}{4}$ of Section 28 to the point of beginning.

Containing approximately 1.6 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 2

The public road right of way of Mineral Point Road (a.k.a. County Trunk Highway S) and South Point Road lying adjacent to the City of Madison corporate limits located in part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21; also part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Beginning at the Northeast corner of said Section 28; thence Southerly, 55 feet, more or less, along the East line of said Section 28 and the City of Madison Corporate limits to a point on the South right-of-way line of Mineral Point Road; thence Westerly, 902 feet, more or less, along said South right-of-way and corporate limits; thence Northerly, 5 feet, along said South right-of-way and corporate limits; thence Westerly 409.6 feet, more or less along said south right-of-way and corporate limits to a point on the West line of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 28; thence N $00^{\circ}09'22''$ E, along said West line and corporate limits, 50 feet, more or less, to the North line of the NE $\frac{1}{4}$ of said Section 28; thence Westerly, along said North line and corporate limits, 720 feet, more or less, to a point which is 598.80 feet East from the North Quarter corner of said Section 28; thence S $00^{\circ}41'00''$ W, 50 feet, more or less, along said corporate limits to the intersection with the said South right-of-way; thence Westerly, 130 feet along said South right-of-way; thence N $00^{\circ}41'00''$ E, 50 feet, more or less, along said corporate limits to a point on the North line of the NE $\frac{1}{4}$ of said Section 28; thence Westerly, along said North line and corporate limits, 468.8 feet to the North $\frac{1}{4}$ corner of said Section 28; thence continuing Westerly, along the North line of the NW $\frac{1}{4}$ of said Section 28 and said corporate limits, 33 feet; thence S $00^{\circ}12'46''$ W, 310.63 feet along said corporate limits; thence N $89^{\circ}47'14''$ W, 16.5 feet along said corporate limits; thence N $00^{\circ}12'46''$ E, 125 feet along the Westerly right-of-way line of South Point Road; thence continuing N $00^{\circ}12'46''$ E, 68.39 feet on said Westerly right-of-way

line and corporate boundary to the Southerly right-of-way line of Mineral Point Road; thence N 44°59'46" W on said Southerly right-of-way line and corporate limits; thence S 88°24'23" W, 309.35 feet on the said Southerly right-of-way line and corporate limits; thence N 00°35'37" W, 115 feet, more or less along said corporate limits to the intersection with the North right-of-way of Mineral Point Road; thence Easterly, 408 feet, more or less, along the said North right-of-way of Mineral Point Road to the intersection with the West line of the SE ¼ of said Section 21; thence East, 139 feet along the said North right-of-way of Mineral Point Road, thence N 01°23' E, 10 feet, along the said North right-of-way of Mineral Point Road; thence East, 516 feet; thence S 01°23' W, 10 feet along the said North right-of-way of Mineral Point Road; thence West, 129 feet along the said North right-of-way of Mineral Point Road; thence N 01°23' W, 10 feet along the said North right-of-way of Mineral Point Road; thence Easterly, 526 feet, more or less, along the said North right-of-way of Mineral Point Road to the intersection with the West line of the SE ¼ of the SE ¼ of said Section 21; thence Southerly, 10 feet along said West line of the SE ¼ of the SE ¼ and the said North right-of-way of Mineral Point Road; thence East, 495 feet along the said North right-of-way of Mineral Point Road; thence N 89°31' E, 363.55 feet along the said North right-of-way of Mineral Point Road; thence N 0°50'53" E feet, along the said North right-of-way of Mineral Point Road; thence N 89°31' E, 172 feet along the said North right-of-way of Mineral Point Road to the point of intersection with the southerly extension of the west line of North Point Road near the Southeast corner of Lot 9, Brassington Plat; thence N 83°14'44" E, 91.55 feet to the southeast point of curvature at the Southwest corner of Lot 4, said Brassington Plat; thence N 89°31' E, 186.93 feet along said North right-of-way of Mineral Point Road to the intersection with the East line of the said SE ¼ of Section 21; thence S 00°28'13" W, (recorded as S 00°33'53", Brassington Plat) along the said East line of the SE ¼ of Section 21 and corporate limits, 60 feet, more or less, to the point of beginning.

Containing approximately 5.7 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 3

The public road right of way of South Point Road, Valley View Road and Sugar Maple Lane adjacent to the City of Madison corporate limits located in part of the SW ¼ of the NE ¼ and part of the NW ¼, SW ¼ and SE ¼ of the SE ¼ of Section 28; and also part of the NE ¼ and NW ¼ of the NE ¼ and part of the NW ¼ of Section 33, all in T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Beginning at the South Quarter Corner of said Section 28; thence N 00°11'40" E, 2643.37 feet along the West line of the said SE ¼ of Section 28 and the City of Madison corporate limits to the Northwest corner of said SE ¼ and the southwest Corner of Certified Survey Map No. 4523; thence N 00°12'46" E, 180 feet along the West line of the NE ¼ of said Section 28 and said corporate limits to the Northwest corner of said Certified Survey Map No. 4523; thence N 89°23'23" E, 16.5 feet along the North line of said Certified Survey Map No. 4523 and corporate limits to the intersection with the East right-of-way of South Point Road; thence S 00°12'46" W, 180.00 feet along the said Easterly right-of-way of South Point Road to the intersection with the south line of said Certified Survey Map No. 4523; thence Southerly, 2295 feet, more or less, along the said Easterly right-of-way of South Point Road, also being

parallel with and 16.5 feet east of, as measured at right angles to, the said West line of the SE ¼ of Section 28 to a point of curvature at the southwest corner of Lot 1, Certified Survey Map No. 1338; thence Southeasterly, 23.78 feet along the arc of a curve to the left having a radius of 15 feet to the point of tangency thereof; thence Easterly, 1291 feet, along the Northerly right-of-way of Valley View Road and the South lines of Lots 1 through 4, said Certified Survey Map No. 1338 to the intersection with the Northerly extension of the East line of Certified Survey Map No. 5225; thence S 01°22'09" E, along said Northerly extension and East line of said Certified Survey Map No. 5225 and said corporate limits, 66 feet, more or less, to the intersection with the Southerly right-of-way of said Valley View Road and the Northeast corner of Lot 1 of said Certified Survey Map No. 5225; thence Westerly, 2575 feet, more or less, along the said Southerly right-of-way of Valley View Road, being 33 feet south of and parallel with the North lines of the said NW ¼ and NE ¼ of said Section 33 to a point of curvature at the Northwest Corner of Lot 1, Certified Survey Map No. 1364; thence Southwesterly, 22.98 feet along the arc of a curve to the left having a radius of 15 feet at the Northwesterly corner of said Lot 1; thence Southerly, 551.83 feet along the Easterly right-of-way of Sugar Maple Lane, also being the West line of Lot 1, said Certified Survey Map No. 1364 to the Southwest Corner of said Lot 1; thence continuing Southerly, 726.69 feet, along the said Easterly right-of-way of Sugar Maple Lane as dedicated by Certified Survey Map Number 2351 to the Southwest Corner of said Lot 2, Certified Survey Map No. 2351; thence S 05°42'30" W, 180.95 feet along the said Easterly right-of-way of said Sugar Maple Lane and the West line of said Lot 1, Certified Survey Map No. 377 to the Southwest Corner of said Lot 1; thence Westerly, 66.17 feet, more or less along the south lines of Certified Survey Map No.'s 377 and 934 to the intersection with the Westerly right-of-way of said Sugar Maple Lane; thence N 05°42'30" E, 180.95 feet, along the said Westerly right-of-way of Sugar Maple Lane and the East line of Lot 1 of said Certified Survey Map No. 934 to the Northeast corner of said Lot 1; thence Northerly, 1259.75 feet along the said Westerly right-of-way of Sugar Maple Lane and the East lines of Lot 2, Certified Survey Map No. 5835 to the Northeast corner of Lot 2 at a point of curvature thereof; thence continuing Northerly along the Northerly extension of the said East line of said Lot 2, Certified Survey Map No. 5835 and the Westerly right-of-way of said Sugar Maple lane, 65 feet, more or less to the intersection with the said North line of the NW ¼ of Section 33; thence N 89°15'09" E, 1332 feet, more or less along the said North line of the NW ¼ of Section 33 and the said corporate limits, to the point of beginning.

Containing approximately 6.2 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 4

The public road right of way of Valley View Road adjacent to the City of Madison corporate limits located in part of the NW ¼ of the NW ¼ of Section 34, part of the NE ¼ of the NE ¼ of Section 33, part of the SW ¼ of the SW ¼ of Section 27 and part of the SE ¼ of the SE ¼ of Section 28, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Section 34; thence N 88°48'19" E, along the North line of the NW ¼ of said Section 34, 149.84 feet to the point of beginning; thence N 02°33'19" along the Northerly extension of the Westerly right-of-way of Lone Oak Lane and the

City of Madison Corporate Limits; 33.07 feet to the Northerly right-of-way line of Valley View Road; thence Westerly, 151 feet, more or less along the said Northerly right-of-way of Valley View Road and parallel with and 33 feet north of the South line of the said SW $\frac{1}{4}$ of said Section 27 to the intersection with the West line of the said SW $\frac{1}{4}$; Westerly, 31 feet, more or less along said Northerly right-of-way and parallel with and 33 feet North of the South line of the said SE $\frac{1}{4}$ of Section 28 to the intersection with the Northerly extension of the West line of said Certified Survey Map No. 7972; thence S $00^{\circ}48'19''$, along said Northerly extension of the West line of said Certified Survey Map No. 7972 and said corporate limits, 66 feet to the intersection with the Southerly right-of-way of said Valley View Road; thence Easterly, 33.94 feet along the said Southerly right-of-way of Valley View Road and the North line of Lot 2 to a bend in the said right-of-way, Certified Survey Map No. 7972; thence Easterly, 148.05 feet along the said Southerly right-of-way of Valley View Road and the North line of said Lot 2 to the intersection with the said Westerly right-of-way of Lone Oak Lane; thence N $02^{\circ}33'19''$ E, 33.07 feet along the said Northerly extension of the Westerly right-of-way line of Lone Oak Lane and the said corporate limits to the point of beginning.

Containing approximately 0.3 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 5

The public road right of ways of Valley View Road and County Trunk Highway M along with Cemetery lands adjacent to the City of Madison corporate limits located in part of the SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the NW $\frac{1}{4}$, SW $\frac{1}{4}$ and NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and part of the NE $\frac{1}{4}$, SE $\frac{1}{4}$, SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27; also part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22; also part of the NW $\frac{1}{4}$, NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and part of the SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34; all in T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Section 34; thence N $88^{\circ}48'19''$ E, along the North line of the NW $\frac{1}{4}$ of said Section 34, 149.84 feet; thence N $02^{\circ}33'19''$ E, along the Northerly extension of the Westerly right-of-way line of Lone Oak Lane, 33.07 feet to the Northerly right-of-way line of Valley View Road; thence N $88^{\circ}48'19''$ E, along said Northerly right-of-way line, 848.05 feet to the Northerly extension of the West line of Lot 1 of Certified Survey Map No. 4630, Dane County Registry and the point of beginning; thence continuing N $88^{\circ}48'19''$ E, 496 feet, more or less, along the said Northerly right-of-way to the intersection with the East line of lands described in Volume 80 of Records, page 350; thence S $00^{\circ}40'44''$ W, 33 feet along City of Madison corporate limits to the intersection with the South line of the SW $\frac{1}{4}$ of said Section 27 and the centerline of Valley View Road; thence continuing N $88^{\circ}48'23''$ E, along the south line of said Section 27, the center line of Valley View Road and the said corporate limits, 767.12 feet; thence N $01^{\circ}11'37''$ W, 50 feet along said corporate limits; thence N $88^{\circ}48'23''$ E, 285.88 feet along said corporate limits; thence N $58^{\circ}35'52''$ E, 160.94 feet along said corporate limits to a point on a curve and the westerly right-of-way of CTH M; thence northeasterly along said westerly right-of-way and corporate limits on a curve to the right which has a radius of 500.00 feet and a chord which bears N $28^{\circ}08'27''$ E, 24.82 feet; thence N $34^{\circ}09'15''$ E, continuing along said westerly right-of-way of CTH M and said corporate limits,

300.96 feet; thence N 35°44'10" E, continuing along said westerly right-of-way of CTH M and corporate limits, 502.18 feet; thence N 27°50'45" E, continuing along said westerly right of way of CTH M and corporate limits, 365.94 feet; thence N 24°38'32" E, continuing along said westerly right-of-way of CTH M and corporate limits, 426.92 feet; thence N 23°56'31" E, continuing along said westerly right-of-way of CTH M and corporate limits, 400.06 feet; thence N 25°40'36" E, continuing along said westerly right-of-way of CTH M and corporate limits, 272.21 feet to a point of curve; thence northeasterly, continuing along said westerly right-of-way of CTH M and corporate limits, on a curve to the left which has a radius of 1865.00 feet and a chord which bears N 22°31'05" E, 27.44 feet; thence N 67°54'13" W, continuing along said westerly right-of-way of CTH M and corporate limits, 5.00 feet to a point on a curve; thence northeasterly, continuing along said westerly right-of-way of CTH M and corporate limits, on a curve to the left which has a radius of 1860.00 feet and a chord which bears N 11°12'05" E, 703.13 feet; thence N 00°18'22" E, continuing along said westerly right-of-way of CTH M and corporate limits, 1308.02 feet; thence S 89°16'20" E, 15 feet along the said westerly right-of-way of CTH M; thence Northerly, 832.05 feet, more or less, along the said westerly right-of-way of CTH M; thence Westerly 5 feet, along the said westerly right-of-way of CTH M; thence Northerly, 21 feet along the said westerly right-of-way of CTH M to the northeast corner of lands described in Vol. 674 of Deeds, page 25; thence N 00°18'22" E, along said westerly right-of-way of CTH M and corporate limits, 146.69 feet; thence N 45°26'42" W, 153.47 feet to the along said corporate limits to the southerly right-of-way of Mineral Point Road; thence S 88°48'13" W, along said southerly right-of-way of Mineral Point Road and corporate limits (being 50 feet south of and parallel with the North line of the said NE ¼ of Section 27) 187.67 feet; thence continuing westerly along the said southerly right-of-way of Mineral Point Road and corporate limit, 437.95 feet; thence Northerly, 50 feet, more or less, along said corporate limits to a point on the south line of said Section 22 which is 512.05 feet, more or less, East of the South Quarter Corner of said Section 22; thence N 00°42'58" E, 507.80 feet along said corporate limits to the Northwest corner of the property described in Volume 14571 of Records on Pages 9 and 10, Dane County Registry; thence N 89°29'46" E, 135.95 feet, more or less, on the North line of said property and corporate limits to the West line of property described in Volume 838 of Deeds, page 533, Dane County Registry; thence East on the South line of said property and corporate limits to a point on a line that is parallel to and 210.78 feet west of the center line of Junction Road, said line also being the Northerly prolongation of the West line of property described in Volume 11424 of Records, page 14, Dane County Registry; thence S 00°20'38" W, 468.26 feet on said parallel line and corporate limits to the North line of Mineral Point Road; thence N 88°47'31" E, 128.06 feet along said corporate limits; thence S 01°12'29" E, 143.00 feet along said corporate limits; thence S 88°47'31" E, 170.8 feet, more or less, along said corporate limits to a point on the existing County Trunk Highway M and Mineral Point Road vision corner right of way line being 110 feet south of as measured at right angles to the North line of the NE ¼ of said Section 27; thence S 45°43'48" W, along said vision corner right-of-way-line and corporate limits, 71.5 feet, more or less, to a point on the East right-of-way line of County Trunk Highway M; thence S 01°29'07" W, 500.66 feet on the former East right-of-way line of said County Trunk Highway M and said corporate limits line prior to road dedications by Menard Commercial Park; thence S 89°56'16" W, 40.2 feet, more or less, along said corporate limits to the center line of County Trunk Highway M; thence S 00°16'47" W, along said centerline and corporate limits, 757.87 feet; thence N 89°55'05" E, 55.29 feet, more or less, along said

corporate limits to a point on the East right-of-way line of County Trunk Highway M prior to the road dedications of the plat of Commerce Square; thence S 01°29'07" W, 1058.06 feet on said East right-of-way line of County Trunk Highway M and said corporate limits to a point of curve; thence along said corporate limits on a curve to the right, convex to the Southeast, having a radius of 1965.00 feet and a long chord that bears S 04°11'30" W, 185.55 feet to the South line of said NE ¼ of said Section 27; thence N 89°32'56" W, along said South line and corporate limits, 60 feet, more or less, to the reference line of said County Trunk Highway M (Dane County Project 1204); thence Southerly, 353 feet, more or less, along said reference line and corporate limits; thence Southeasterly, 70 feet, more or less, measured at right angles to the reference line of said County Trunk Highway M and along said corporate limits to the southeast right-of-way of said County Trunk Highway M; thence Southwesterly 398 feet, more or less, along the said southeast right-of-way of County Trunk Highway M to a point lying 70 feet southeast of as measured at right angles to the said reference line of said right-of-way of County Trunk Highway M; thence Southeasterly, 30 feet, measured at right angles to the reference line of said County Trunk Highway M, along the said southeasterly right-of-way of County Trunk Highway M; thence Southwesterly, 650 feet, more or less, along the said Southeasterly right-of-way of County Trunk Highway M, being 100 feet southeasterly of and parallel with the said reference line of County Trunk Highway M to the intersection with the North line of the plat of Applewood Hill; thence S 87°55'01" W, 45 feet, more or less, along the said southeasterly right-of-way of County Trunk Highway M and the North line of said Applewood Hill to the Northwest corner of said Applewood Hill; thence Southwesterly along the said southeasterly right-of-way of County Trunk Highway M and the Northwest line of said plat of Applewood Hill, 489.02 feet along the arc of a curve to the right having a radius of 11,400 feet, a central angle of 2°27'28" and a long chord bearing S 26°18'01" W, to the Southwest corner of said plat of Applewood Hill; thence Southwesterly, 1015.1 feet along the said southeasterly right-of-way of County Trunk Highway M, being parallel with and 60 feet southeasterly of said reference line to the intersection with the North line of the NE ¼ of said Section 34; thence S 85°09' W, 191.1 feet, more or less, along the said North line of the NE ¼ of Section 34 and the said corporate limits to the North Quarter Corner of said Section 34; thence S 01°02'06" E, 810.00 feet along the Westerly line of the NE ¼ of said Section 34 and corporate limits; thence N 89°13'26" E, 50 feet, more or less, to the intersection with the easterly right-of-way of said County Trunk Highway M, being 60 feet easterly of and parallel with the said reference line of County Trunk Highway M; thence Southerly, 894 feet, more or less along the said easterly right-of-way of County Trunk Highway M being 60 feet east of and parallel with the reference line of County Trunk Highway M; thence Easterly, 25 feet, measured at right angles to the said reference line of County Trunk Highway M along the said easterly right-of-way of County Trunk Highway M; thence Southerly, 940 feet, more or less, along the said Easterly right-of-way of County Trunk Highway M being 85 feet Easterly of and parallel with the said reference line of County Trunk Highway M, to the intersection with the North line of the said SE ¼ of Section 34; thence Westerly along said North line of the SE ¼ of Section 34 and the said easterly right-of-way of County Trunk Highway M, 15 feet; thence S 01°03'03" W, 164.92 feet along the said easterly right-of-way of County Trunk Highway M being 70 feet East of and parallel with the said reference line of County Trunk Highway M; thence S 88°47'14" W, 130 feet along a line that is 164.79 feet south of and parallel with the East-West ¼ line of said Section 34 and also the said corporate limits to the intersection with the westerly right-of-way of said County Trunk Highway M; thence Northerly 795 feet, more or less, along the said Westerly right-of-way of County

Trunk Highway M, being 60 feet west of and parallel with the said reference line of County Trunk Highway M; thence Westerly, 15 feet along the said westerly right-of-way of County Trunk Highway M as measured at right angles to the said reference line of County Trunk Highway M; thence Northerly, 335 feet, more or less, along the said westerly right-of-way of County Trunk Highway M being 75 feet westerly of and parallel with the said reference line of County Trunk Highway M; thence Easterly, 20 feet, along the said westerly right-of-way of County Trunk Highway M as measured at right angles to the said reference line of County Trunk Highway M; thence Northerly, 1524 feet, more or less, along the said westerly right-of-way of County Trunk Highway M to a bend in the right-of-way at the intersection with said Valley View Road; thence Northwesterly, 134 feet, more or less, along the said westerly right of way of said County Trunk Highway M to the intersection with the southerly right-of-way of said Valley View Road, being 40 feet south of, as measured at right angles to the north line of the NW ¼ of said Section 34; thence Westerly 228 feet, more or less, along the said southerly right-of-way of Valley View Road parallel with and 40 feet south of the said north line of the NW ¼ of Section 34; thence Northerly, 7 feet, along the said southerly right-of-way of Valley View Road as measured at right angles to the said North line of the NW ¼ of Section 34; thence Westerly, 1264 feet, more or less, along the said southerly right-of-way of Valley View Road to the intersection with the West line of Certified Survey Map No. 4630; thence N 00°53'41", 66 feet along the west line and Northerly extension of the West line of Lot 1, Certified Survey Map No. 4630 and the said corporate limits to the point of beginning.

Containing approximately 30.6 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 6

The public road right of way of South Gammon Road adjacent to the City of Madison corporate limits located in part of the SW ¼ and SE ¼ of the SE ¼ of Section 35, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the South Quarter Corner of said Section 35; thence N 88°39'24" E, 1334.33 feet along the south line of the said SE ¼ of Section 35 to the intersection with the easterly right-of-way of South Gammon Road, said point lying S 88°39'24" W, 1291.74 feet of the Northeast Corner of Section 2, T6N, R8E; thence N 00°04'15" W, 33.01 feet along the said easterly right-of-way of South Gammon Road to the point of beginning; thence Northerly, 1287 feet, more or less, along the said easterly right-of-way of South Gammon Road to the intersection with the North line of the South ½ of the said SE ¼ of Section 35; thence Westerly, 33 feet, along the said North line of the South ½ of the SE ¼ of Section 35 and the City of Madison corporate limits to the northwest corner of the said SE ¼ of the SE ¼ of Section 35; thence continuing Westerly, 33 feet along the said North line of the South ½ of the SE ¼ of Section 35 and the City of Madison corporate limits to the intersection with the Westerly right-of-way of said South Gammon Road; thence Southerly, 1287 feet, more or less, along the said westerly right-of-way of South Gammon Road to the intersection with the north right-of-way of Midtown Road; thence N 88°39'24" E, along a line that is 33.00 feet north of, measured at right angles to, and parallel with the South line of the said SE ¼ of Section 35, also being the said corporate limits to the point of beginning.

Containing approximately 1.9 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 7

The public road right of way of South Gammon Road adjacent to the City of Madison corporate limits located in part of the SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the Southwest Corner of said Section 35; thence N $88^{\circ}30'53''$ E, 450.43 feet along the South line of the said SW $\frac{1}{4}$ of Section 35 to the point of beginning; thence N $01^{\circ}00'15''$ E, 60.06 feet along the City of Madison Corporate limits to the intersection with the northerly right-of-way of Midtown Road as dedicated by Certified Survey Map No. 9527; thence N $88^{\circ}30'53''$ E, 699.18 feet along the said northerly right-of-way of Midtown Road to the Southwest corner of Lot 2, Certified Survey Map No. 682; thence continuing along said northerly right-of-way of Midtown Road and along the south line of Lot 2, Certified Survey Map No. 682, N $88^{\circ}30'53''$ E, 101.01 feet; thence Northeasterly 38.17 feet along the arc of a curve to the left at the Southeast corner of said Lot 2, said curve having a radius of 25 feet, and a long chord bearing N $44^{\circ}46'30''$ E, 34.53 feet to the point of tangency thereof; thence N $01^{\circ}02'18''$ E, 179.99 feet along the westerly right-of-way of South High Point Road and the East lines of Lots 1 and 2, said Certified Survey Map No. 682 to the Northeast corner of said Lot 1; thence S $88^{\circ}30'53''$ W, 9.34 feet, more or less, along the said Westerly right-of-way of South High Point Road to the intersection with the East line of said Lot 2, Certified Survey Map No. 9527; thence N $00^{\circ}54'04''$ E, 504.01 feet along the said Westerly right-of-way of South High Point Road, also being the easterly line of said Lot 2, Certified Survey Map No. 9527; thence N $88^{\circ}30'53''$ E, 19 feet, more or less, along said Westerly right-of-way of South High Point Road; thence N $00^{\circ}54'04''$ E, 504 feet, more or less, along the said westerly right-of-way of South High Point Road being 33 feet west of and parallel with the East line of the said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35; thence S $88^{\circ}31'52''$ W, 7 feet, more or less, along the said westerly right-of-way of South High Point Road to the intersection with the East line of said Lot 2, Certified Survey Map No. 9527; thence N $00^{\circ}54'26''$ E, 14.99 feet along said westerly right-of-way line of South High Point Road and the Easterly line of said Lot 2, Certified Survey Map No. 9527; thence N $02^{\circ}54'47''$ W, 51.05 feet along the said westerly right-of-way of South High Point Road and the said Easterly line of said Lot 2, Certified Survey Map No. 9527 to the intersection with the North line of the said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35; thence N $88^{\circ}31'52''$ E, 43.42 feet along the said North line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35 and the said corporate limits, to the Northwest corner of the said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35; thence N $88^{\circ}39'21''$ E, 33 feet along the said North line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35 and the said corporate limits to the intersection with the easterly right-of-way of said South High Point Road; thence S $01^{\circ}02'18''$ E, 455.44 feet along the said easterly right-of-way of South High Point Road and the westerly line of Lots 1 and 2, Certified Survey Map No. 5020; thence N $88^{\circ}30'53''$ E, 7 feet, more or less along the said easterly right-of-way of said South High Point Road to the Northwest Corner of Lot 2, Certified Survey Map No. 7007; thence S $00^{\circ}53'22''$ W, 352.11 feet along the said easterly right-of-way of South High Point Road and the west line of Lots 1 and 2 of said Certified Survey Map No. 7007; thence S $88^{\circ}30'53''$ W, 7 feet along the said easterly right-of-way of South High Point Road and Southerly line of said Certified Survey Map No. 7007; thence

Southerly, 490.46 feet, more or less, along the said easterly right-of-way of South High Point Road, being 33 feet east of and parallel with the West line of the said SE ¼ of the SW ¼ of Section 35 to the intersection with the northerly right-of-way of said Midtown Road; thence Easterly, along the said northerly right-of-way line of Midtown Road being 33 feet north of and parallel with the South line of the said SE ¼ of Section 35, 165 feet to the intersection with a line that is 198 feet East of and parallel with the said West line of the SE ¼ of the SW ¼ of Section 35; thence Southerly, 33 feet, parallel with the said West line of the SE ¼ of the SW ¼ of Section 35 and along said corporate limits to the intersection with the said South line of the said SE ¼ of the SW ¼ of Section 35; thence Westerly, 1066 feet, more or less, along the south line of the said SW ¼ of Section 35 to the point of beginning.

Containing approximately 3.6 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 8

The public road right of way of Midtown Road adjacent to the City of Madison corporate limits located in part of the SE ¼ of the SW ¼ and part of the SW ¼ of the SE ¼, all in Section 35, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Beginning at the South Quarter Corner of said Section 35; thence S 88°30'53" W, 217.82 feet along the south line of the said SE ¼ of the SW ¼ of Section 35; thence N 00°08'28" W, 33 feet along the City of Madison corporate limits to the intersection with the northerly right-of-way of Midtown Road; thence Easterly, along the said northerly right-of-way of Midtown Road being 33 feet north of and parallel with the south lines of the said SE ¼ of the SW ¼ and SW ¼ of the SE ¼ of Section 35 to a point that is 331 feet Westerly of the intersection of the said northerly right-of-way of Midtown Road with the Easterly right-of-way of South Gammon Road; thence S 00°04'15" E, 33 feet, along said corporate limits to the intersection with the said South line of the SW ¼ of the SE ¼ of Section 35; thence S 88°39'24" W, 1003.32 feet along the said South line of the SW ¼ of the SE ¼ of Section 35 to the point of beginning.

Containing approximately 0.9 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 9

The public road right of way of Midtown Road adjacent to the City of Madison corporate limits located in part of the SW ¼ of the SE ¼ of Section 34, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the South Quarter Corner of said Section 34; thence N 88°54'09" E, 118.21 feet, more or less, along the South line of the said SE ¼ of Section 34 to the intersection with the existing City of Madison corporate limits and the point of beginning; thence N 01°05'51" W, 33 feet along said corporate limits to the northerly right-of-way of Midtown Road; thence Easterly, 984 feet, more or less, along the said northerly right-of-way of Midtown Road being 33 feet north of and parallel with the said South line of the SE ¼ of Section 34 to the intersection with the Westerly line of Certified Survey Map No. 2086; thence S 01°01'28" W, 33 feet along the said Westerly line of Certified Survey Map No. 2086 and the said corporate limits

to the intersection with the said South line of the SE ¼ of Section 34; thence Westerly, 984 feet, more or less, along the said South line of the SE ¼ of Section 34 to the point of beginning.

Containing approximately 0.7 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 10

The public road right of way of South High Point Road adjacent to the City of Madison corporate limits located in part of the NW ¼ of Section 35, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Section 35; thence N 88°37'32" E, 1351.47 feet along the North line of the said NW ¼ of Section 35 to the intersection with the East right-of-way of South High Point Road; thence S 00°51'03" W, 426.11 feet along the said East right-of-way line of South High Point Road; thence S 88°37'32" W, 7 feet parallel with the said North line of the NW ¼ of Section 35 and along the City of Madison corporate limits to the point of beginning; thence S 00°51'08" W, 508.11 feet, more or less along a line that is 33 feet east of and parallel with the centerline of South High Point Road (previously described as the easterly edge of South High Point Road right-of-way) to the Northwest corner of Lot 1, Certified Survey Map No. 1949; thence S 00°51'08" W, 499.16 feet along the easterly right-of-way of said South High Point Road and the west line of said Lot 1, to the Southwest corner of said Lot 1; thence S 88°34'59" W, along the south line of said Lot 1 extended Westerly and said corporate limits, to the centerline of South High Point Road; thence S 00°52'19" W, along the centerline of said South High Point Road and said corporate limits, 1212.78 feet to the South line of the NW ¼ of said Section 35; thence S 88°32'52" W, along said South line and corporate limits, 33 feet; thence Northerly, 2220 feet, more or less along the westerly right-of-way of said South High Point Road to the intersection with a line that is 425.79 feet south of and parallel with the North line of the said NW ¼ of Section 35; thence N 88°37'32" E, 66 feet, parallel with the said North line of the NW ¼ of Section 35 and said corporate limits to the point of beginning.

Containing approximately 2.5 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 11

The public road right of way of Schroeder Road adjacent to the City of Madison corporate limits located in part of the SE ¼ of the SE ¼ of Section 25 and part of the NE ¼ of the NE ¼ of Section 36, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the Northeast Corner of said Section 36; thence Westerly along the North line of the said NE ¼ of Section 36, 661.04 feet to the East line of the West ½ of the SE ¼ of the SE ¼ of said Section 25 and the point of beginning; thence Northerly on the said East line of the West ½ of the SE ¼ of the SE ¼ of Section 25, 40 feet; thence East, 145 feet, on a line that is parallel with and 40 feet north of, measured at right angles to, the said North line of the NE ¼ of Section 36 to a point that is 517.60 feet west of, measured along a line that is along the Northerly right-of-way of Schroeder Road being 40 feet north of and parallel with the said North

line of the NE ¼ of Section 36; thence Southerly, 40 feet on a line that is parallel to and 517.60 feet West of the East line of said Section 25 to the North line of said Section 36; thence East on said North line to a point that is 461.04 feet West of said Northeast Corner of Section 36; thence South, 40 feet on a line that is parallel to the West line of the East ½ of the NE ¼ of the NE ¼ of said Section 36; thence Westerly, 200 feet, more or less, along the Southerly right-of-way line of Schroeder Road being a line that is 40 feet south of and parallel with the said North line of the NE ¼ of Section 36; thence Northerly, 40 feet along the said West line of the East ½ of the NE ¼ of the NE ¼ of Section 36 to the point of beginning.

Containing approximately 0.3 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 12

The public road right of way of Pleasant View Road, Old Sauk Road and cemetery lands adjacent to the City of Madison corporate limits located in part of the North ½ of the NW ¼ of Section 22; also part of the South ½ of the NW ¼ and part of the SW ¼ of Section 15, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the North Quarter Corner of said Section 15; thence S 89°46'53" W, along the North line of said Section 15, 890.02 feet; thence S 01°19'07" W, 200.00 feet; thence S 89°46'53" W, 375.64 feet to a point on a line that is parallel with and 60 feet East of, measured at right angles to, the West line of the NE ¼ and SE ¼ of the NW ¼ of said Section 15; thence S 01°19'07" W, along said parallel line 1343.84 feet to the point of beginning; thence South on last mentioned parallel line and City of Madison Corporate Limits to the Northwest corner of Lot 2 of Certified Survey Map Number 1419; thence S 01°31'57" W, 880.48 feet on the West line of said Lot 2 and said corporate limits; thence S 85°11'47" E, 137.90 feet along said corporate limits; thence S 01°31'57" W, 132.00 feet along said corporate limits; thence N 85°11'47" W, 137.90 feet along said corporate limits to a point on the East line of Pleasant View Road as presently located; thence S 01°31'57" W on the West line of said Lot 2 and the East line of said Pleasant View Road and said corporate limits, 1436.74 feet; thence S 88°55'27" W, 27 feet, more or less, along the easterly right-of-way of said Pleasant View Road; thence Southerly, 165 feet along the said easterly right-of-way of Pleasant View Road that is 33 feet East of and parallel with the West line of the East ½ of the said SW ¼ of Section 15 to the intersection with the northerly right-of-way of Old Sauk Road; thence Easterly 483.8 feet, more or less, along the said northerly right of way of Old Sauk Road being 33 feet north of and parallel with the South line of the said SW ¼ of Section 15; thence Southerly on a line that is parallel to and 516.8 feet East of, measured at right angles to, the West line of the East ½ of the SW ¼ of said Section 15 and along said corporate limits, 33 feet, more or less, to the South line of said Section 15 and the center line of Old Sauk Road; thence S 88°55'07" W, 165 feet, more or less, on said South line of Section 15 and the center line of Old Sauk Road and the said corporate limits to the intersection with the West line of Certified Survey Map No. 5030, a recorded survey in said Section 22; thence S 00°35'41" W, on the said West line of Certified Survey Map No. 5030 and said corporate limits, 60 feet to the intersection with the southerly right-of-way of Old Sauk Road and the northeast corner of Lot 2, Certified Survey Map No. 2021; thence S 88°55'07" W, 267.83 feet along the said southerly right-of-way of Old Sauk Road and the North line of said

Lot 2, Certified Survey Map No. 2021; thence Southwesterly 38.55 feet along the arc of a curve to the left having a radius of 25 feet and a long chord bearing S 44°44'56" W to the point of tangency thereof; thence S 00°34'44" W, 742.33 feet along the easterly right-of-way of Pleasant View Road and the west lines of Lots 1 and 2 of said Certified Survey Map No. 2021 to the southwest corner of said Lot 1; thence N 88°29'52" W, 60 feet along said corporate limits to the East line of the NW ¼ of the NW ¼ of said Section 22; thence N 00°34'11" E, along the last mentioned East line, said corporate limits and the center line of Pleasant View Road, 857.00 feet, more or less to a point which is 33.00 feet North of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence South 88°55'20" West along the former Northerly right-of-way of Old Sauk Road and said corporate limits on a line which is parallel to and 33.00 feet North of, measured at right angles to, the North line of the said Section 22, 60 feet to a point on a line that is parallel to and 60.00 feet West of measured at right angles to the East line of the West 1/2 of the Southwest 1/4 of said Section 15; thence North 01°31'50" East, 780.40 feet on said parallel line and corporate limits to the Southeast corner of C.S.M. 2041; thence N 01°31'57" W, along the East lines of Lots 1 and 2 of said C.S.M. 2041, 581.18 feet to the Northeast corner of said C.S.M. 2041; thence North 01°31'50" East, along said line that is parallel to and 60.00 feet West of, measured at right angles to, the East line of the West 1/2 of the Southwest 1/4 of Section 15 and said corporate limits, to its point of intersection with the North line of Blackhawk Subdivision; thence South 79°13'54" East, along said North line of Blackhawk Subdivision and said corporate limits, 27.36 feet to a point on a line that is parallel to and 33.00 feet West of, measured at right angles to, the East line of the West 1/2 of the Southwest 1/4 of said Section 15; thence North 01°31'50" East, along said parallel line and corporate limits, 1,043.85 feet to the North line of the Southwest 1/4 of said Section 15; thence continuing Northerly, 330 feet along said line that is parallel with and 33 feet west of, measured at right angles to, the East line of the West ½ of the SW ¼ of said Section 15 to the intersection with a line that is parallel with and 330 feet north of the South line of the NW ¼ of said Section 15; thence N 89°23'04" E, along the corporate limits of the City of Middleton parallel with and 330 feet north of the South line of the said NW ¼ of Section 15, 33 feet to the center line of Pleasant View Road; thence N 01°19'26" E, 777 feet more or less along the said center line of Pleasant View Road and the said corporate limits of the City of Middleton; thence S 88°40'53" E, 60 feet along the said corporate limits of the City of Middleton to the point of beginning.

Containing approximately 10.4 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 13

The public road right of way of Old Sauk Road adjacent to the City of Madison corporate limits located in part of the NE ¼ of the NW ¼ of Section 22 and also part of the SE ¼ of the SW ¼ and also part of the SW ¼ of the SE ¼, all in Section 15, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Beginning at the North Quarter corner of said Section 22; thence S 00°37'12" W, 47.79 feet along the East line of the said NE ¼ of the NW ¼ of said Section 22; thence N 85°15'10" W, 89.35 feet along the southerly right-of-way of Old Sauk Road (also being the south lines of Document No.'s 3661859 and 3190792); thence N 87°41'45" W, 80.08 feet along the said

southerly right-of-way of Old Sauk Road; thence S 89°45'23" W, 66 feet along the said southerly right-of-way of Old Sauk Road; thence S 88°54'58" W, 33.95 feet along the said southerly right-of-way of Old Sauk Road; thence S 71°07'13" W, 104.70 feet along the said southerly right-of-way of Old Sauk Road; thence S 88°54'58" W, 36.7 feet, more or less, to the intersection with the East line of Certified Survey Map No. 1120; thence N 00°35'44" E, 65 feet, more or less, on the East line of said Certified Survey Map No. 1120 to the North line of said Section 22 and the center line of said Old Sauk Road; thence N 88°55'07" E, on said center line and on the South line of said Section 15 to a point that is 142.25 feet West of the Southeast corner of the SW ¼ of said Section 15, measured along said South line; thence N 01°04'59" W, 60.00 feet to a point of curve on the northerly right-of-way line of Old Sauk Road and the South line of Lot 1, Certified Survey Map No. 8314; thence N 88°55'01" E, along the South line of said Lot 1, 142.51 feet; thence N 89°12'22" E, along the South line of said Lot 1, 35.96 feet; thence S 01°50'41" W, 18.30 feet along the Southerly extension of the East line of said Lot 1, Certified Survey Map No. 8314; thence S 85°47'36" E, 99.98 feet along the northerly right-of-way of said Old Sauk Road right-of-way as per document No. 3190791, thence N 89°12'22" E, 108.7 feet, more or less, along said northerly right-of-way of Old Sauk Road being 33 feet North of and parallel with the said South line of the SE ¼ of Section 15; thence S 01°53'54" W, 33 feet to the South line of the SE ¼ of Section 15, also being the original center line of Old Sauk Road; thence S 89°12'22" W, along said South line, 241.7 feet to the point of beginning.

Containing approximately 1.1 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 14

The public road right of way of Old Sauk Road adjacent to the City of Madison corporate limits located in part of the South ½ of the SW ¼ of Section 16 and part of the North ½ of the NW ¼ of Section 21, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the Southwest Corner of said Section 16; thence East, 1116.38 feet along the South line of the said SW ¼ of Section 16 to the point of beginning; thence continuing East, 227.64 feet along said South line of the said SW ¼ of Section 16 and the City of Madison corporate limits; thence Northerly 40 feet along the West line of Certified Survey Map No. 4321 and said corporate limits to the southwest corner of Lot 1 of said Certified Survey Map No. 4321; thence East, 190.82 feet along the northerly right-of-way of said Old Sauk Road, also along the South lines of Lot 1 and Outlot 2 of Certified Survey Map No. 4321; thence Northerly, 20 feet, along the Easterly line of said Outlot 2 to the southwest corner of Lot 1, Certified Survey Map No. 1280; thence East, 191 feet along the said northerly right-of-way of Old Sauk Road and the south line of said Lot 1, Certified Survey Map No. 1280 to the Southeast corner thereof; thence Southerly, 20 feet along the Westerly side of Lot 2, said Certified Survey Map No. 4321; thence East, 329.43 feet along the said Northerly right-of-way of Old Sauk Road to the Southeast corner of said Lot 2, Certified Survey Map No. 4321; thence Southerly, 40 feet along the East line of said Certified Survey Map No. 4321 and the said corporate limits; thence East, 594.42 feet along the South line of said SW ¼ of Section 16 to the South Quarter Corner of said Section 16; thence Southerly, 33 feet along the East line of the NW ¼ of said Section 21 and said corporate limits; thence Westerly, 823.75 feet, more or less along the southerly right-of-way of

said Old Sauk Road, parallel with and 33 feet south the North line of the said NW ¼ of Section 21, to the intersection with the East line of Certified Survey Map No. 1213; thence Southerly, 27 feet along said East line of Certified Survey Map No. 1213; thence Westerly, 330.14 feet along the said southerly right-of-way of Old Sauk Road and the north lines of Lots 1 and 2 of said Certified Survey Map No. 1213; thence Northerly 27 feet along the West line of said Certified Survey Map No. 1213; thence Westerly, 167 feet, more or less, along the said southerly right-of-way of Old Sauk Road to the intersection with the West line of the said NE ¼ of the NW ¼ of Section 21; thence continuing West along the said southerly right-of-way of Old Sauk Road, 207.64 feet; thence Northerly, 33 feet to the point of beginning.

Containing approximately 1.9 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 15

The public road right of way of Watts Road adjacent to the City of Madison corporate limits located in part of the North ½ of the SW ¼ of Section 25, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the point of intersection of the Southerly right-of-way line of the West Beltline Highway (U.S. Highway 12 and 14) as designated in Wisconsin State Highway Commission Project No. T04-2(34) with the East line of relocated Gammon Road as designated in said project, 60.00 feet East of, measured at right angles to, a point in the West line of said Section 25, 323.00 feet South of the said reference line, measured along the West line of said Section 25; thence Northeasterly, Easterly and Southeasterly along the said Southerly right-of-way line to the Northwest corner of the property described in Volume 9304 of Deeds, Page 49; thence South 01°07'57" West, 376.15 feet on the West line of said property to a point on the North right-of-way line of Seybold Road; thence North 88°35'39" East, 49.67 feet on said North right-of-way line; thence South 01°08'08" West, 330.14 feet; thence South 88°47'08" West, 25.00 feet; South 01°08'08" West, 250.22 feet to the North right-of-way line of Watts Road and the point of beginning; thence South 88°47'08" East, 264.43 feet on said North right-of-way line and City of Madison corporate limits to the East right-of-way line of Struck Street; thence S 00°53'48" E, along the said east right-of-way of Struck Street and said corporate limits to the intersection with the Easterly prolongation of the of the North line of Certified Survey Map No. 4104, a recorded survey in the said SW ¼; thence S 88°47'08" W, on said Easterly prolongation and said North line of Certified Survey Map No. 4104 and the Westerly prolongation of said North line of said Certified Survey Map No. 4104 and said corporate limits to the intersection with the Southerly extension of the East line of Certified Survey Map No. 6628; thence N 01°05'18" E, 60 feet, more or less, along said corporate limits and Southerly Extension to the northerly right-of-way of said Watts Road; thence Easterly, 1380.94 feet, more or less, along the said Northerly right-of-way of Watts Road to the point of beginning.

Containing approximately 2.0 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 16

The public road right of way of Blackhawk Road lying adjacent to the City of Madison corporate limits located in part of the NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the West Quarter Corner of said Section 16; thence N $89^{\circ}26'41''$ E, 330 feet along the North line of the said SW $\frac{1}{4}$ to the point of beginning; thence continuing N $89^{\circ}26'41''$ E, along the said North line, 2022.41 feet to the intersection with the existing City of Madison Corporate limits; thence S $00^{\circ}06'23''$ E, 33 feet along said Corporate Limits; thence S $89^{\circ}26'41''$ W, 2022 feet, more or less, along a line that is 33 feet south of and parallel with the said North line of the SW $\frac{1}{4}$ to a point that is 330 feet east of the West line of the said SW $\frac{1}{4}$; thence N $08^{\circ}05''$ W, 33 feet, parallel with the said West line of the SW $\frac{1}{4}$ to the point of beginning.

Containing approximately 1.5 acres, more or less.

Ordinance No. _____

I.D. No. _____

Adopted _____

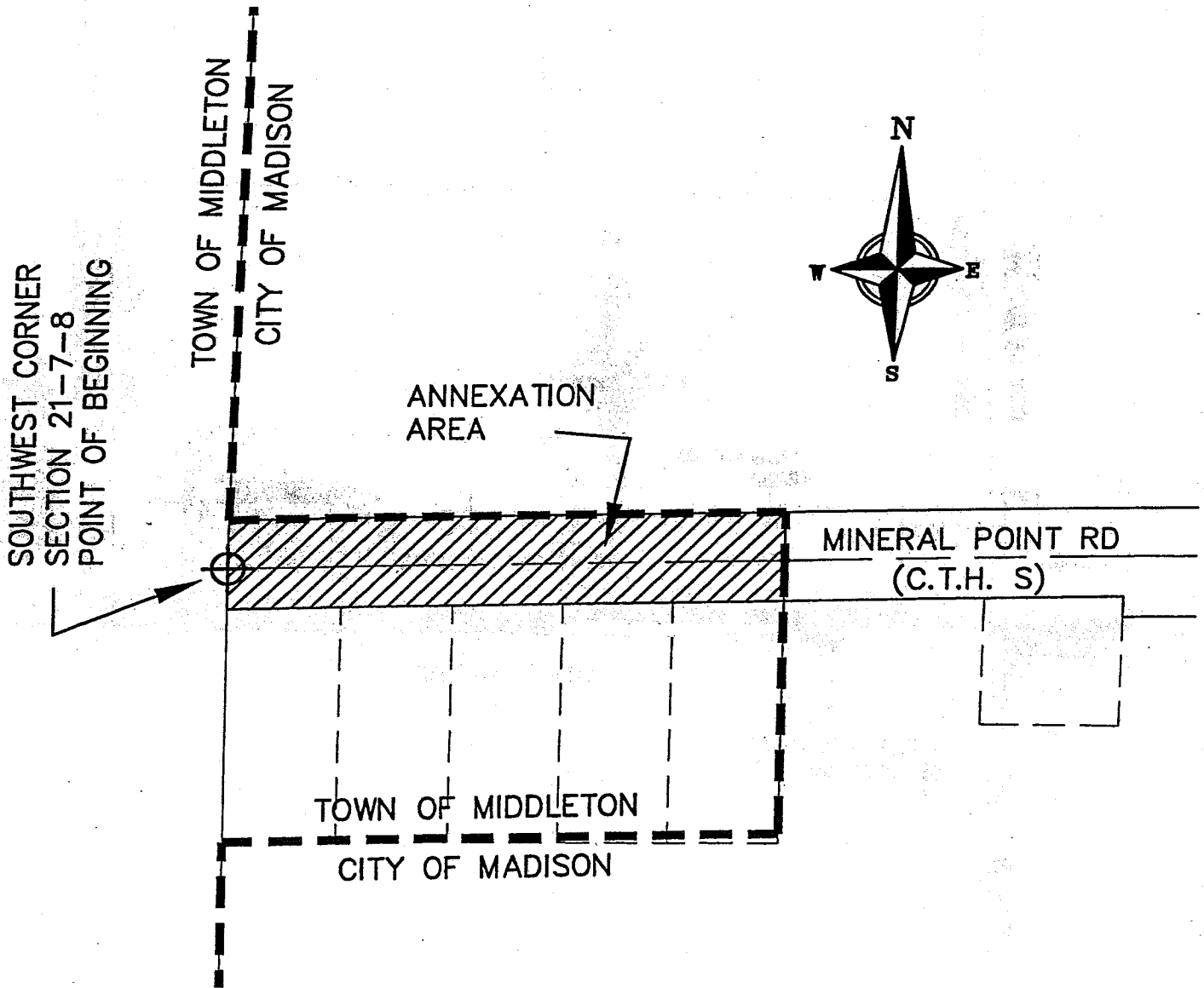
Date Published _____

Annexed to Aldermanic District No. _____

Area: 0.0025 sq. miles

**ANNEXATION TO THE CITY OF MADISON
AREA NO. 1**

**TOWN OF MIDDLETON - MINERAL POINT
ROAD - EASTWOOD ANNEXATION AREA**



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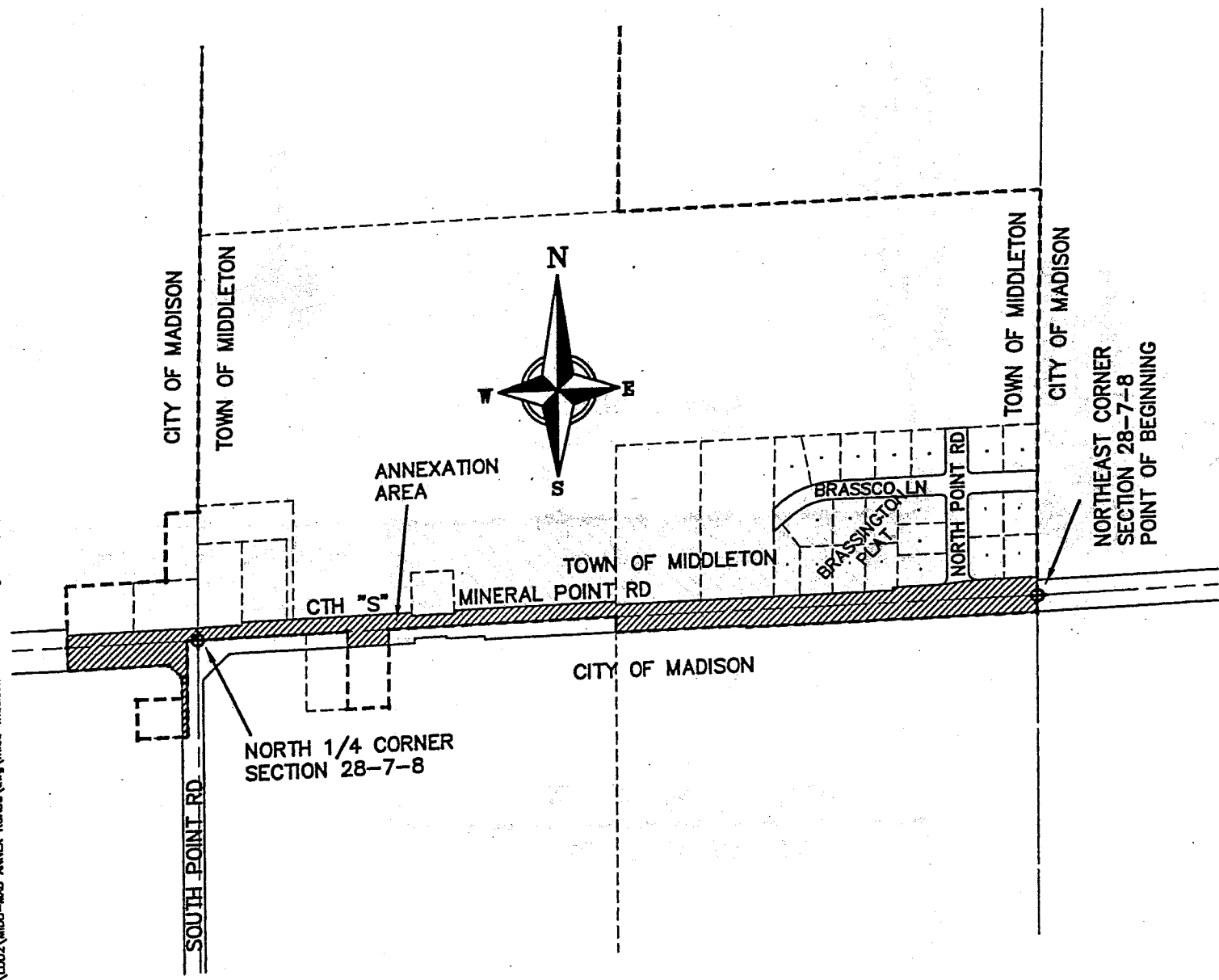
VIERBICHER
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8200 Mineral Point Road Madison, Wisconsin 53705-4504
Phone: (608) 233-5800 Fax: (608) 233-4131


REVISIONS	SCALE 1" = 200'	SHEET
	CHECKED	1 OF 15
	DRAFTER JQUA	
	FILE madd-madison annex roads.dwg	
JOB NO. 23034180.00	DATE June 2003	

ANNEXATION TO THE CITY OF MADISON AREA NO. 2 TOWN OF MIDDLETON - MINERAL POINT ROAD - SOUTH HIGH POINT ROAD ANNEXATION AREA

Ordinance No. _____
I.D. No. _____
Date Adopted _____
Date Published _____
Annexed to Aldermanic District No. _____
Area: 0.0089 sq. miles



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 VIERBICHER ASSOCIATES Committed to Quality Service Since 1978 REEDSBURG - MADISON - SCHOFIELD - PRAIRIE DU CHIEN 6200 Mineral Point Road Madison, Wisconsin 53705-4504 Phone: (608) 233-5800 Fax: (608) 233-4131	REVISIONS	SCALE 1" = 500'	SHEET
		CHECKED	2 OF 15
		DRAFTER JQUA	
		FILE midd-madison annex roads.dwg	
	JOB NO. 23034180.00	DATE June 2003	

Ordinance No. _____

I.D. No. _____

Adopted _____

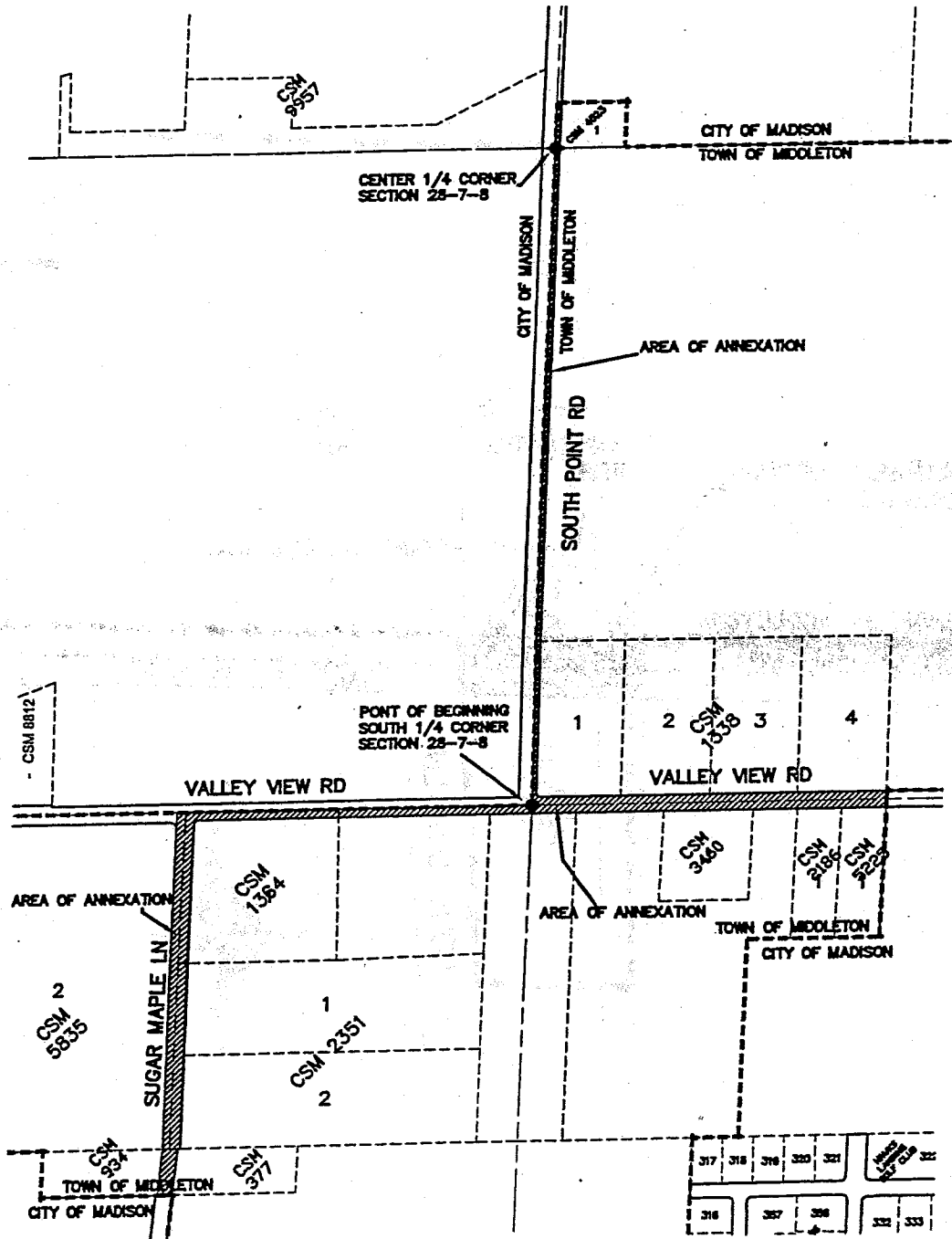
Date Published _____

Annexed to Aldermanic District No. _____

Area: 0.0097 sq. miles

ANNEXATION TO THE CITY OF MADISON AREA NO. 3

TOWN OF MIDDLETON - SOUTH POINT ROAD, VALLEY VIEW ROAD AND SUGAR MAPLE LANE ANNEXATION AREA



18 Jun 2003 - 3:37p V:\LD02\MID-MAD ANNEX ROADS\dwg\mid-mad-madison annex roads.dwg by: jqua

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REVISIONS	SCALE 1" = 700'	SHEET
	CHECKED	3 OF 15
	DRAFTER JQUA	
JOB NO. 23034180.00	FILE mid-madison annex roads.dwg	
	DATE June 2003	

Ordinance No. _____

I.D. No. _____

Date Adopted _____

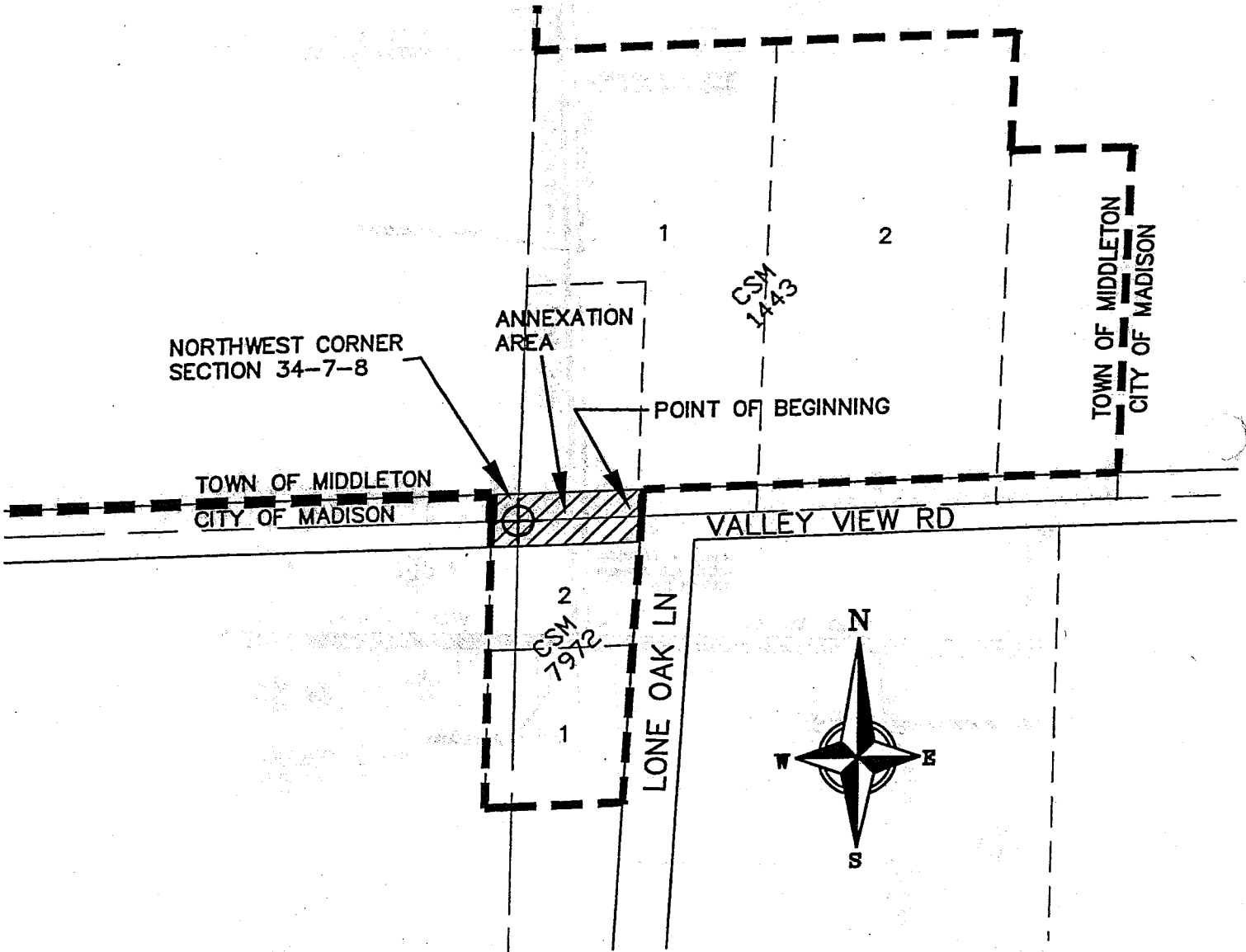
Date Published _____

Annexed to Aldermanic District No. _____

Area: 0.0005 sq. miles


ANNEXATION TO THE CITY OF MADISON AREA NO. 4

TOWN OF MIDDLETON - VALLEY VIEW ROAD - ANNEXATION AREA



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 VIERBICHER ASSOCIATES Committed to Quality Service Since 1978 REEDSBURG - MADISON - SCHOFIELD - PRAIRIE DU CHIEN 8200 Mineral Point Road Madison, Wisconsin 53705-4504 Phone: (608) 233-5800 Fax: (608) 233-4131	REVISIONS	SCALE 1" = 200'	SHEET
		CHECKED	4 OF 15
		DRAFTER JQUA	
		FILE middle-madison annex roads.dwg	
	JOB NO. 23034180.00	DATE June 2003	

Ordinance No. _____

I.D. No. _____

Date Adopted _____

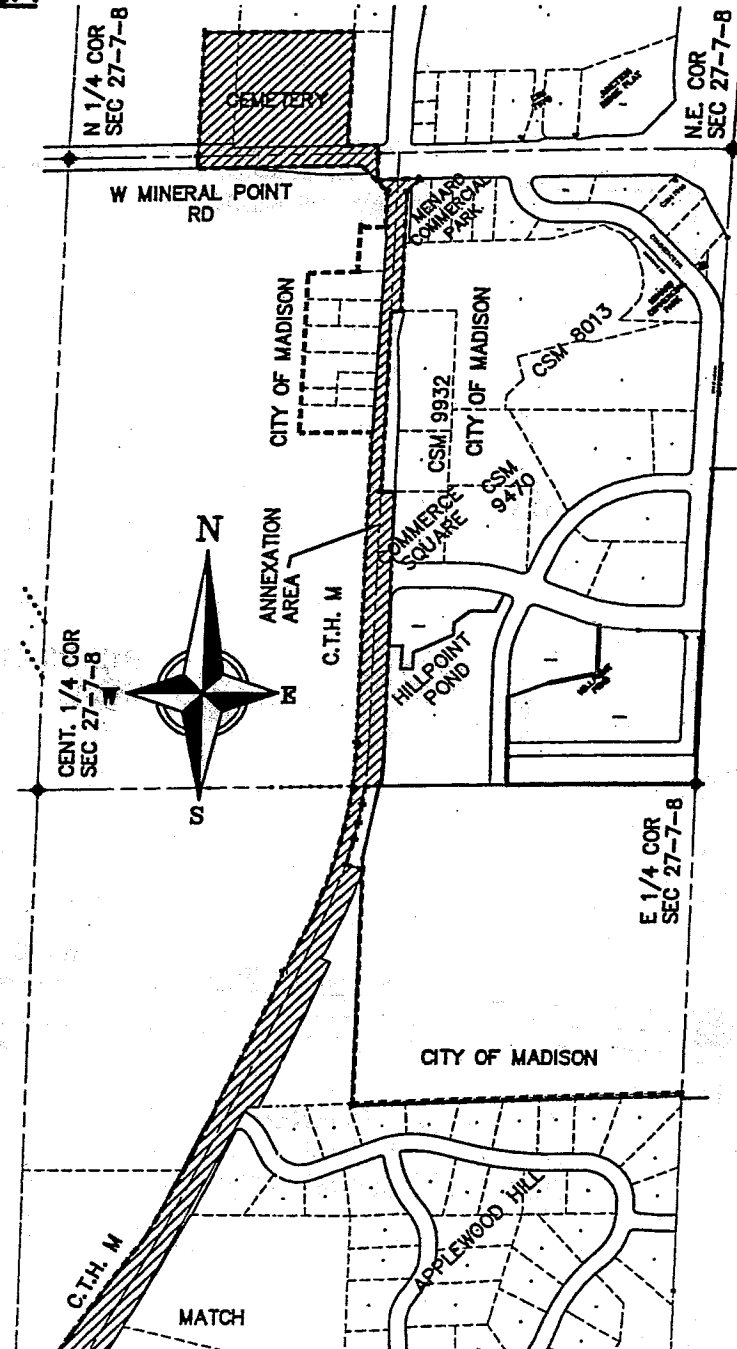
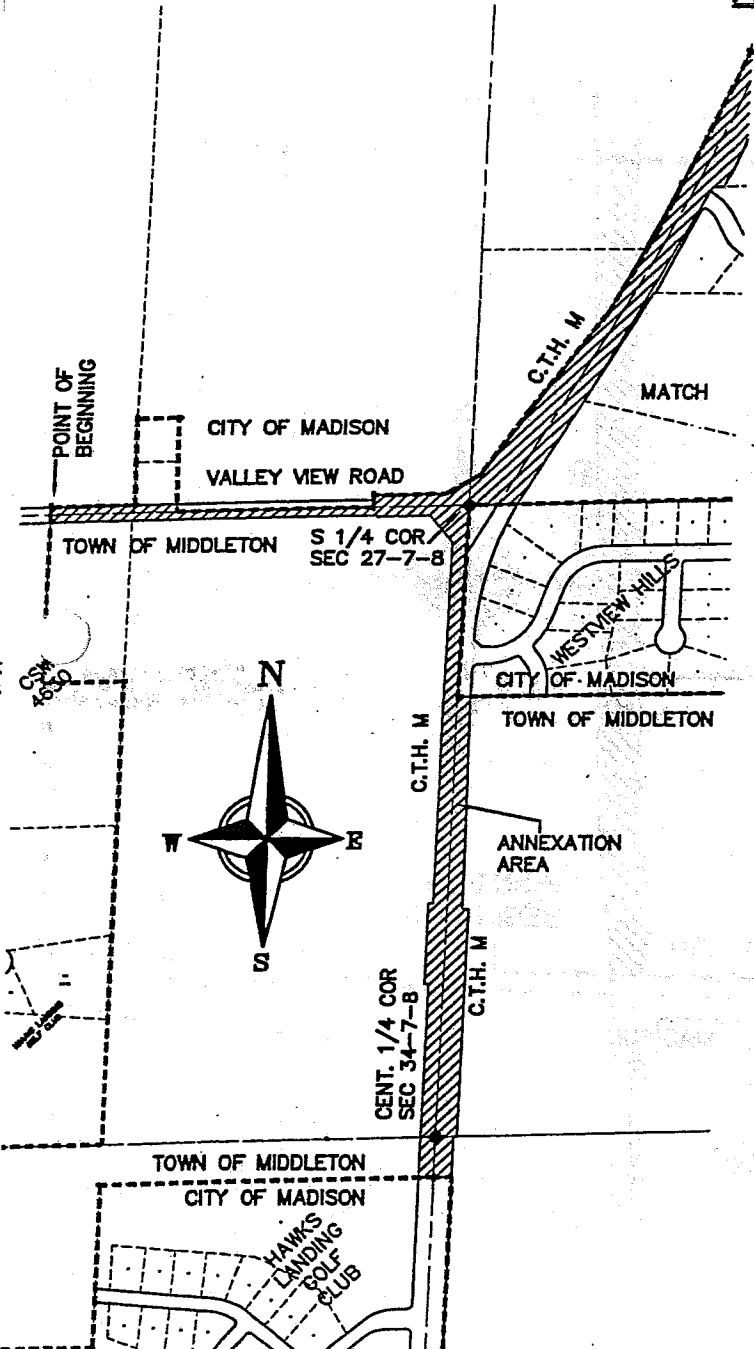
Date Published _____


Annexed to Aldermanic District No. _____

Area: 0.0478 sq. miles

ANNEXATION TO THE CITY OF MADISON AREA NO. 5

TOWN OF MIDDLETON— CEMETERY, MINERAL POINT ROAD, CTH M AND VALLEY VIEW ROAD ANNEXATION AREA



 VIERBICHER ASSOCIATES Committed to Quality Service Since 1978 EDSBURG - MADISON - SCHOFIELD - PRAIRIE DU CHIEN 200 Mineral Point Road Madison, Wisconsin 53705-4504 Phone: (608) 233-5800 Fax: (608) 233-4131	REVISIONS	SCALE 1" = 800'	SHEET
		CHECKED	5 OF 15
		DRAFTER JQUA	
	JOB NO. 23034180.00	FILE madd-madison annex roads.dwg	

Ordinance No. _____

I.D. No. _____

Date Adopted _____

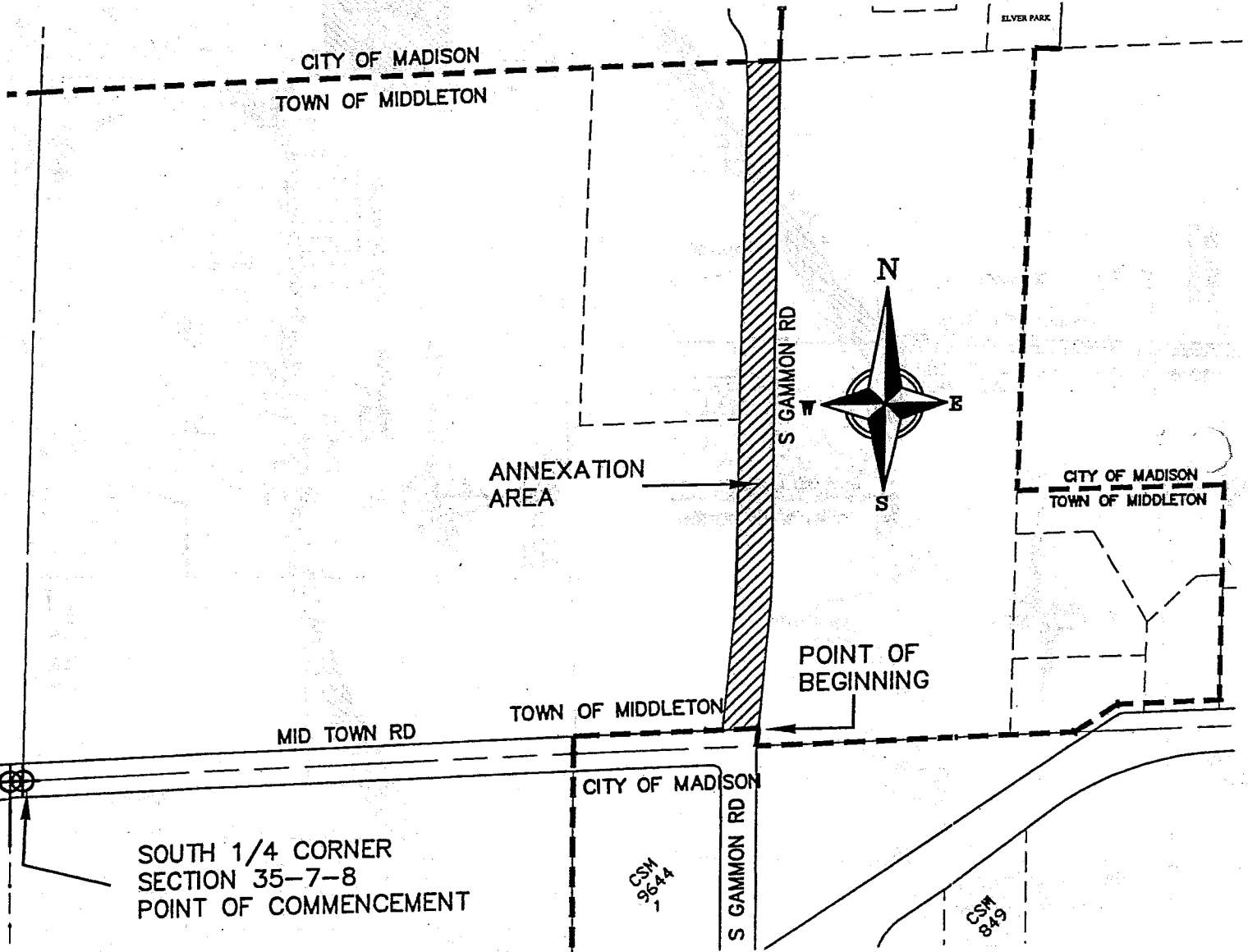
Date Published _____

Annexed to Aldermanic District No. _____

Area: 0.0030 sq. miles

ANNEXATION TO THE CITY OF MADISON AREA NO. 6

TOWN OF MIDDLETON - SOUTH GAMMON ROAD ANNEXATION AREA



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REVISIONS	SCALE 1" = 300'	SHEET
	CHECKED	6 OF 15
	DRAFTER JQUA	
	FILE midd-madison annex roads.dwg	
JOB NO. 23034180.00	DATE June 2003	

Ordinance No. _____

I.D. No. _____

Adopted _____

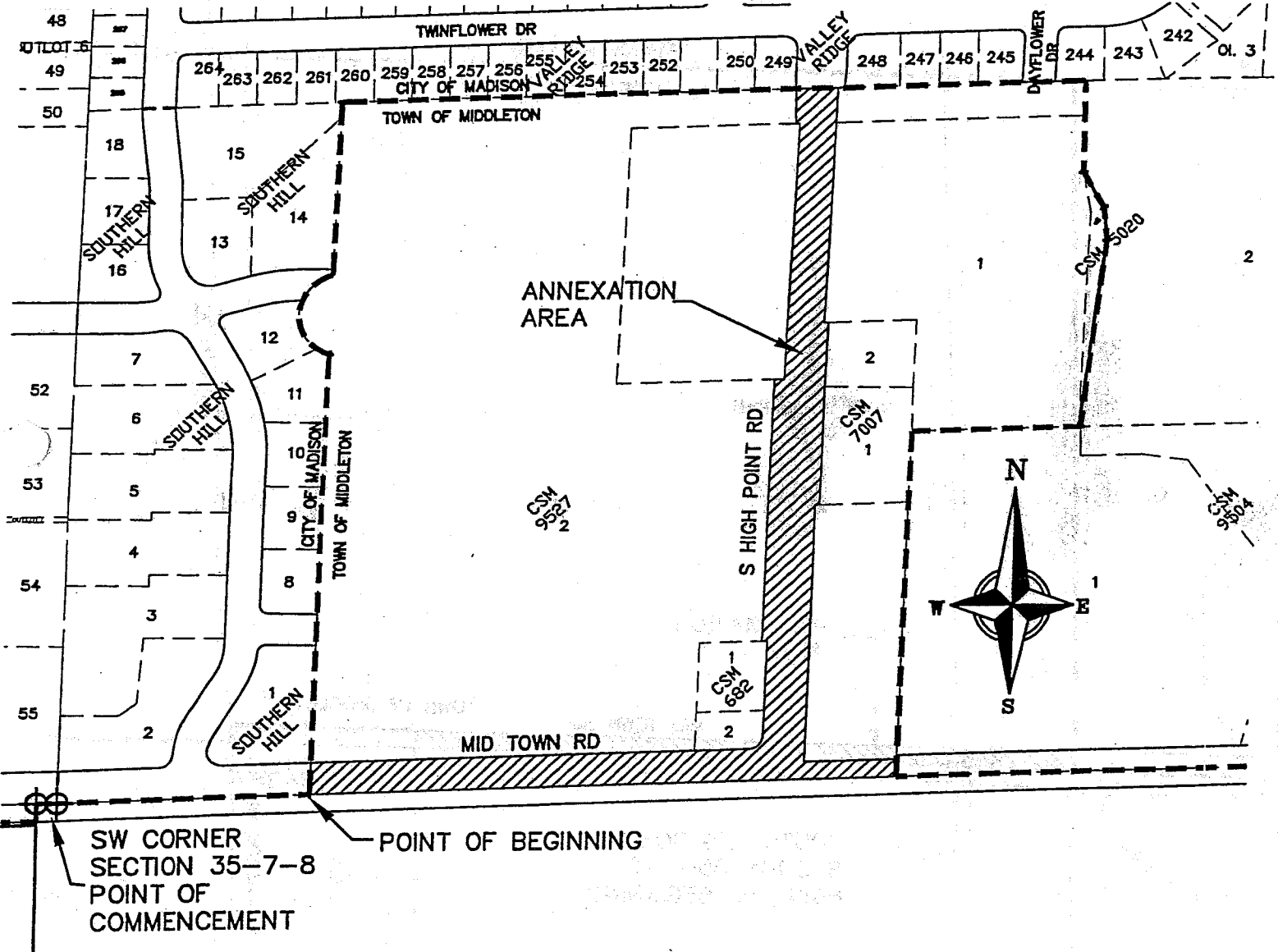
Date Published _____

Annexed to Aldermanic District No. _____

Area: 0.0056 sq. miles

ANNEXATION TO THE CITY OF MADISON AREA NO. 7

TOWN OF MIDDLETON - MIDTOWN ROAD S. HIGH POINT ROAD ANNEXATION AREA



VIERBICHER ASSOCIATES
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 6200 Mineral Point Road Madison, Wisconsin 53705-4504
 Phone: (608) 233-5800 Fax: (608) 233-4131

REVISIONS	SCALE 1" = 300'	SHEET
	CHECKED	7 OF 15
	DRAFTER JQUA	
	FILE mid-madison annex roads.dwg	
JOB NO. 23034180.00	DATE June 2003	

Ordinance No. _____

I.D. No. _____

Date Adopted _____

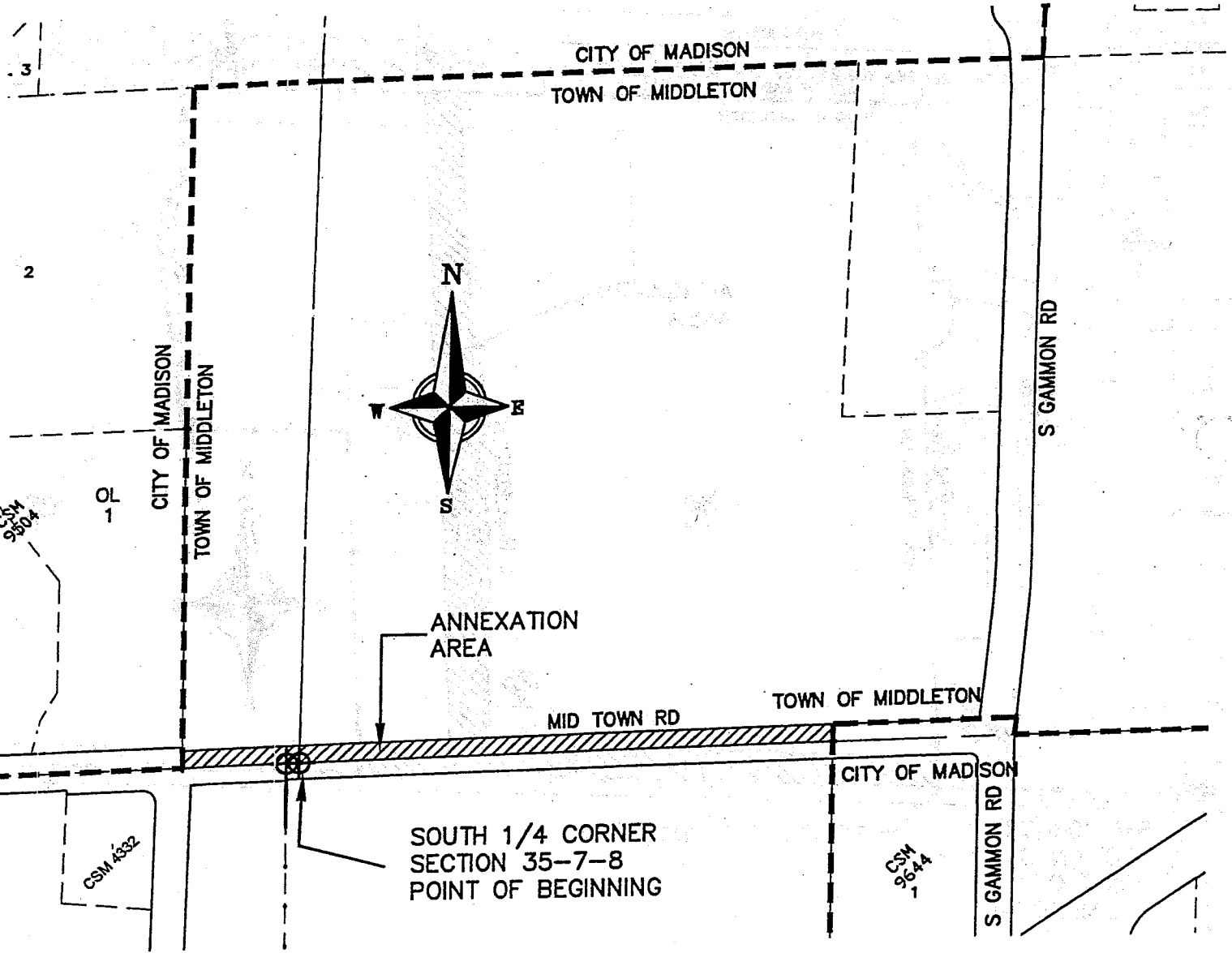
Date Published _____

Annexed to Aldermanic District No. _____

Area: 0.0014 sq. miles

ANNEXATION TO THE CITY OF MADISON AREA NO. 8

TOWN OF MIDDLETON - MIDTOWN ROAD SECTION 35-7-8 ANNEXATION AREA



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Date: 11/11/03

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8200 Mineral Point Road Madison, Wisconsin 53705-4504
Phone: (608) 233-5800 Fax: (608) 233-4131

REVISIONS	SCALE 1" = 300'	SHEET
	CHECKED	8 OF 15
	DRAFTER JQUA	
	FILE midd-madison annex roads.dwg	
JOB NO. 23034180.00	DATE June 2003	

Ordinance No. _____

I.D. No. _____

Date Adopted _____

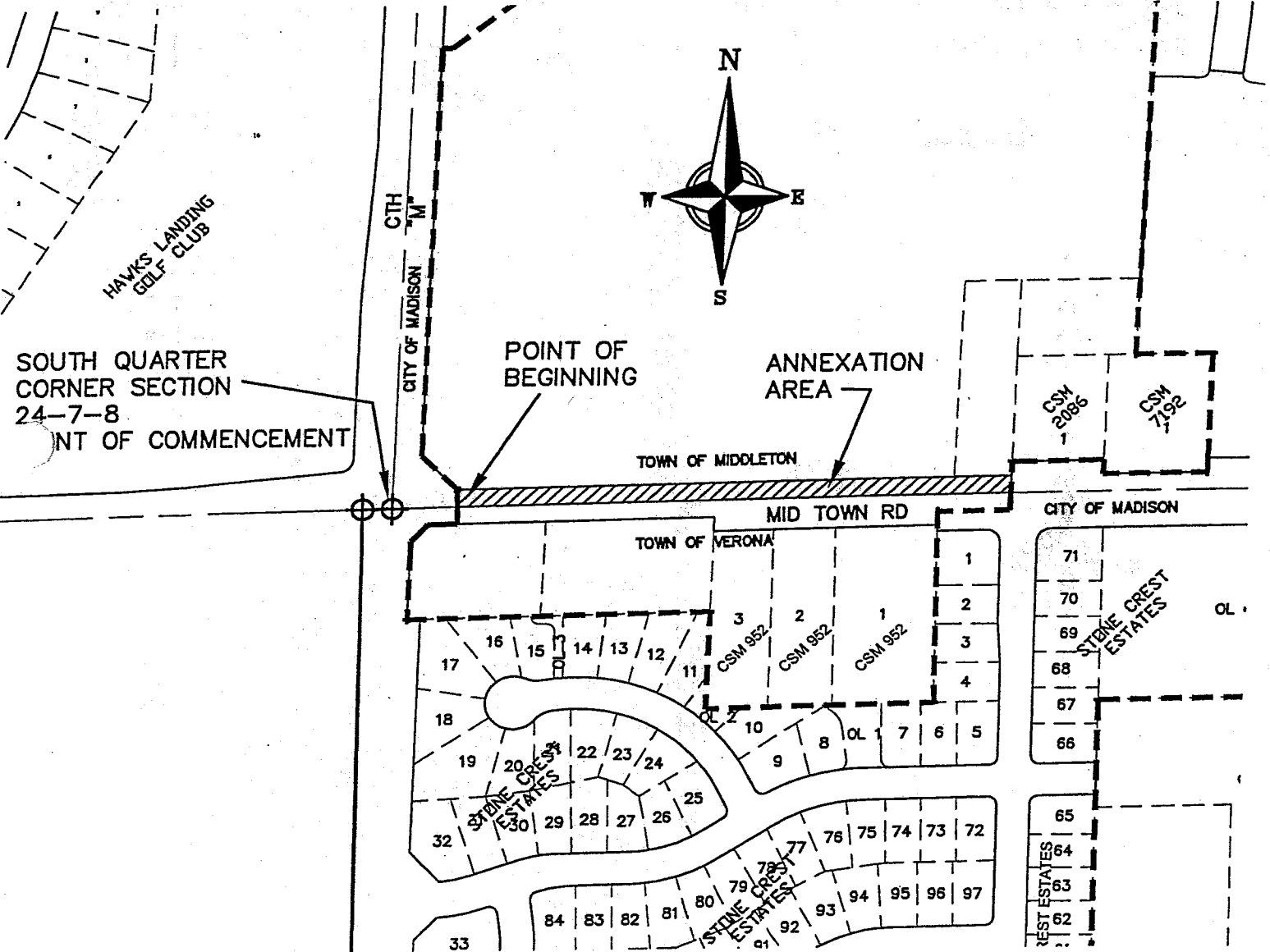
Date Published _____

Annexed to Aldermanic District No. _____

Area: 0.0011 sq. miles

ANNEXATION TO THE CITY OF MADISON AREA NO. 9

TOWN OF MIDDLETON— MIDTOWN ROAD SECTION 34-7-8 ANNEXATION AREA



VIERBICHER ASSOCIATES
 Committed to Quality Service Since 1978
 WISCONSIN - MADISON - SCHOFIELD - PRAIRIE DU CHIEN
 6200 Mineral Point Road Madison, Wisconsin 53705-4504
 Phone: (608) 233-5800 Fax: (608) 233-4131

REVISIONS	SCALE 1" = 300'
	CHECKED
	DRAFTER JQUA
	FILE mid-madison annex roads.dwg
JOB NO. 23034180.00	DATE June 2003

SHEET
9 OF 15

Ordinance No. _____

I.D. No. _____

Date Adopted _____

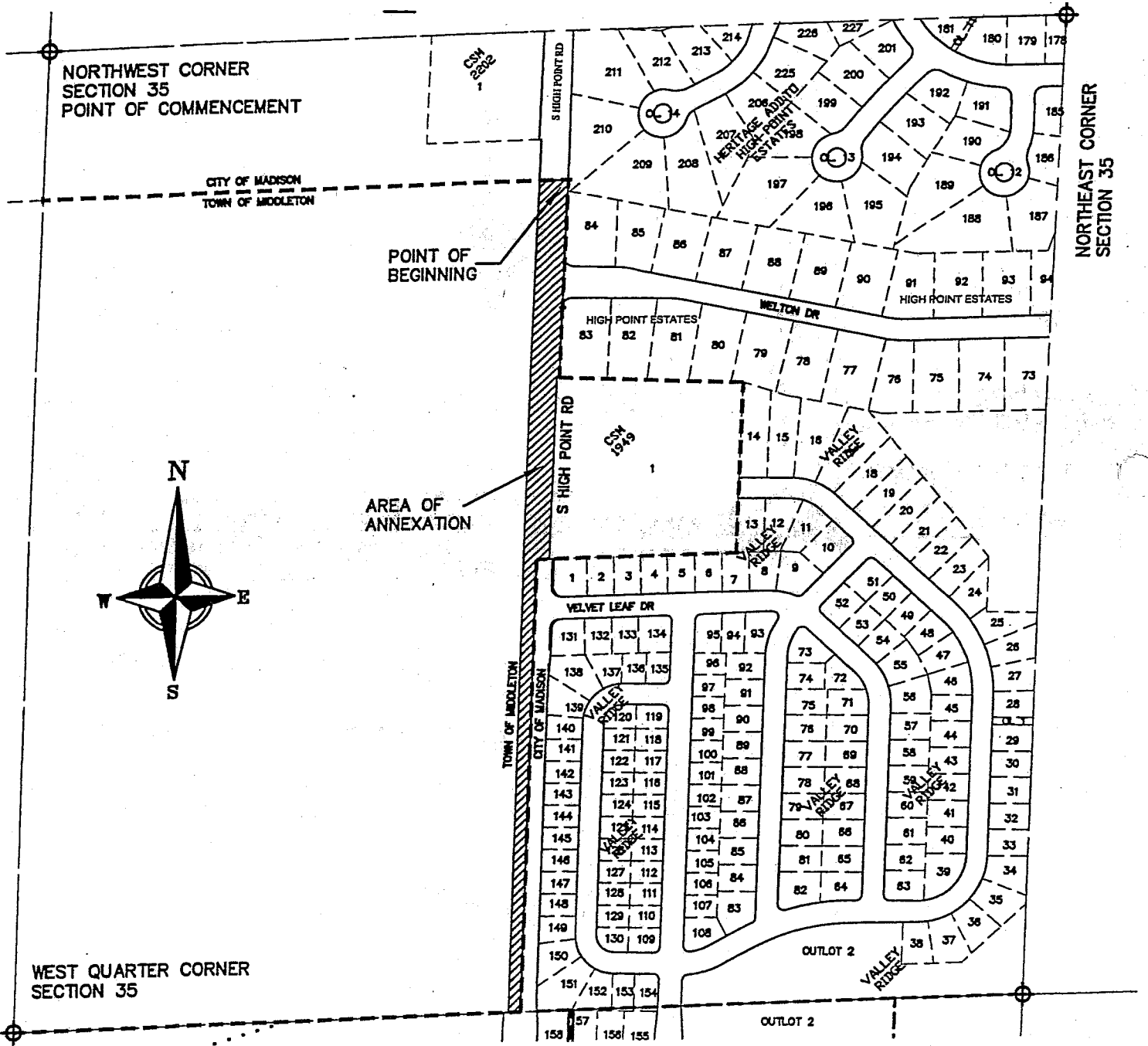
Date Published _____

Annexed to Aldermanic District No. _____

Area: 0.0039 sq. miles

ANNEXATION TO THE CITY OF MADISON AREA NO. 10

TOWN OF MIDDLETON— SOUTH HIGH POINT ROAD ANNEXATION AREA SECTION 35-7-8



by: jqua
www.yourtown.com public works/ymad-madison annex roads.dwg

VIERBICHER ASSOCIATES
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Phone: (608) 233-5800 Fax: (608) 233-4131

REVISIONS	SCALE 1" = 400'	SHEET 10 OF 15
	CHECKED	
	DRAFTER JQUA	
	FILE mkt2-madison annex roads.dwg	
JOB NO. 23034180.00	DATE June 2003	

Ordinance No. _____

I.D. No. _____

Adopted _____

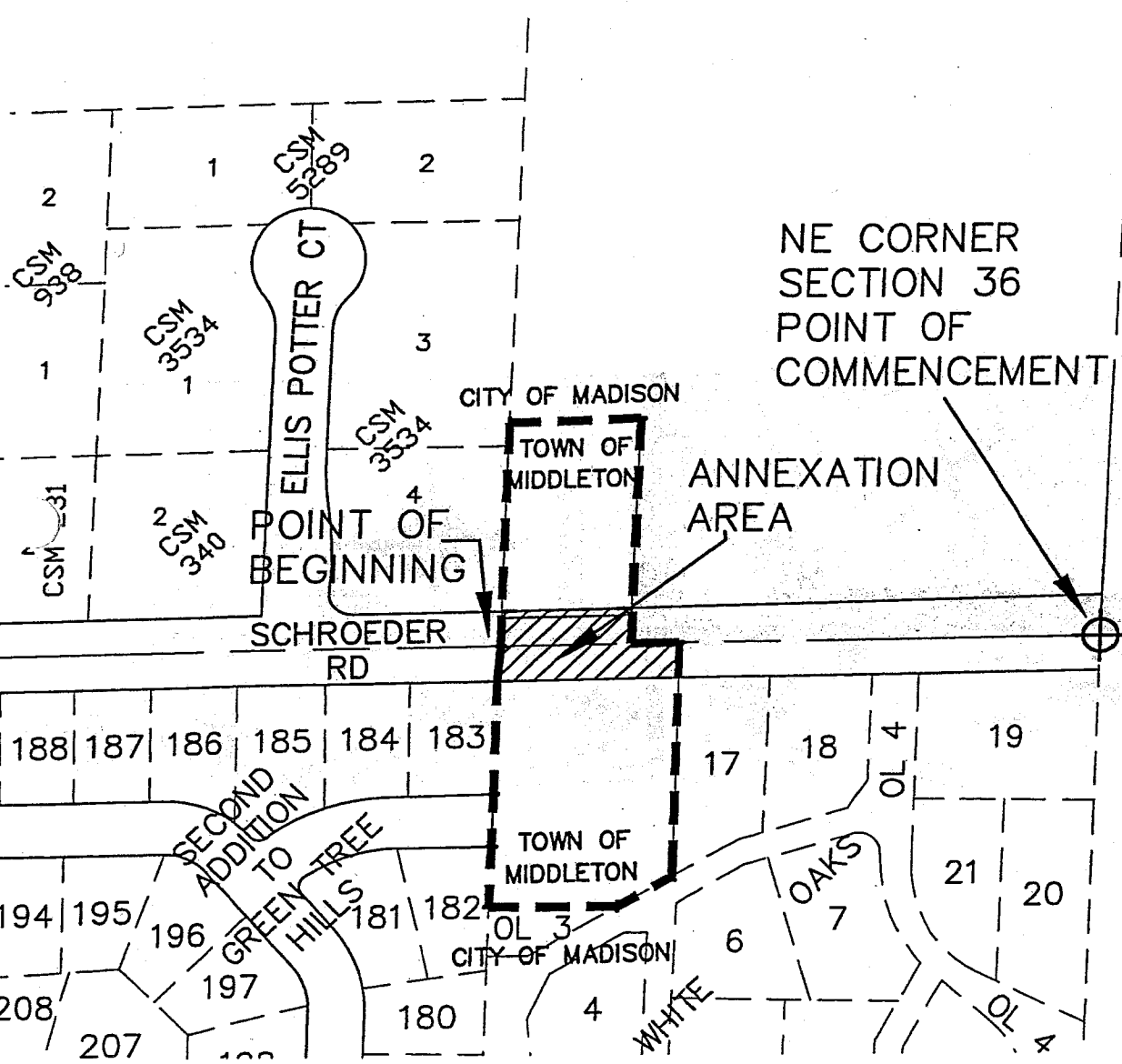
Date Published _____

Annexed to Aldermanic District No. _____

Area: 0.0005 sq. miles

ANNEXATION TO THE CITY OF MADISON AREA NO. 11

TOWN OF MIDDLETON - SCHROEDER ROAD ANNEXATION AREA



DATE PLOTTED: 05/20/03 10:58 AM

VIERBICHER ASSOCIATES
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 6200 Mineral Point Road Madison, Wisconsin 53705-4504
 Phone: (608) 233-5800 Fax: (608) 233-4131

REVISIONS	SCALE 1" = 200'	SHEET
	CHECKED	11 OF 15
	DRAFTER JQUA	
JOB NO. 23034180.00	FILE midd-madison annex roads.dwg	
	DATE June 2003	

Ordinance No. _____

I.D. No. _____

Date Adopted _____

Date Published _____

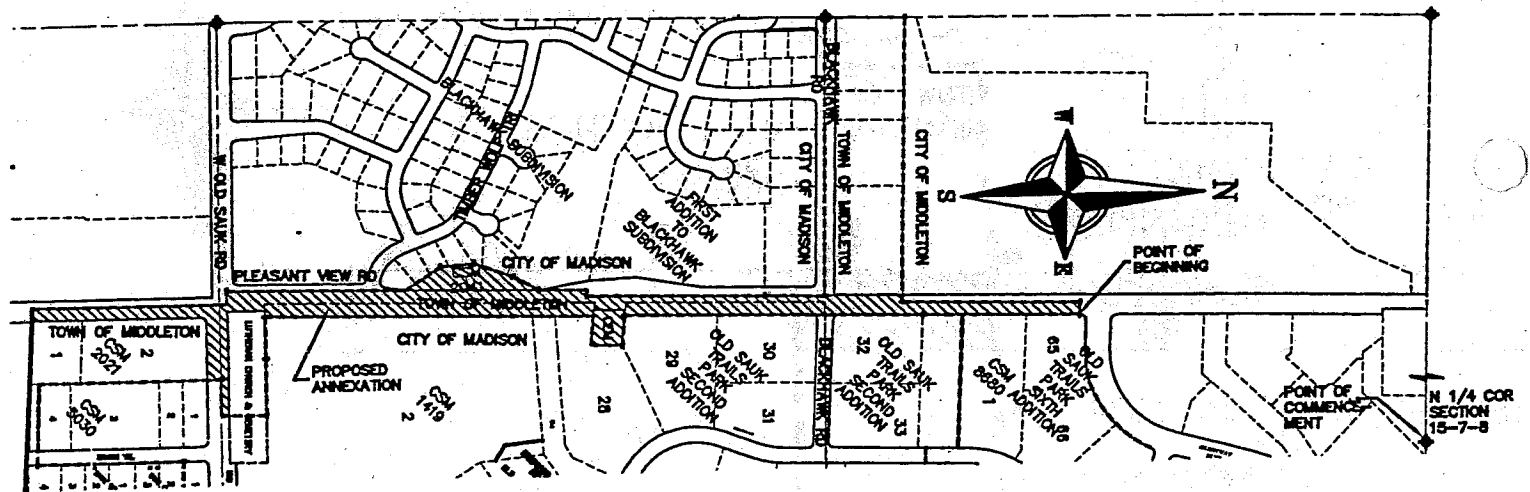
Annexed to Aldermanic District No. _____

Area: 0.0178 sq. miles

ANNEXATION TO THE CITY OF MADISON

AREA NO. 12

TOWN OF MIDDLETON— OLD SAUK ROAD PLEASANT VIEW RD. ANNEXATION AREA



VIERBICHER ASSOCIATES
 Committed to Quality Service Since 1978
 EEDSBURG - MADISON - SCHOFIELD - PRAIRIE DU CHIEN
 5200 Mineral Point Road Madison, Wisconsin 53705-4504
 Phone: (608) 233-5800 Fax: (608) 233-4131

REVISIONS	SCALE 1" = 800'	SHEET
	CHECKED	12 OF 15
	DRAFTER JQUA	
	FILE mid-madison annex roads.dwg	
JOB NO. 23034180.00	DATE June 2003	

Ordinance No. _____

I.D. No. _____

Adopted _____

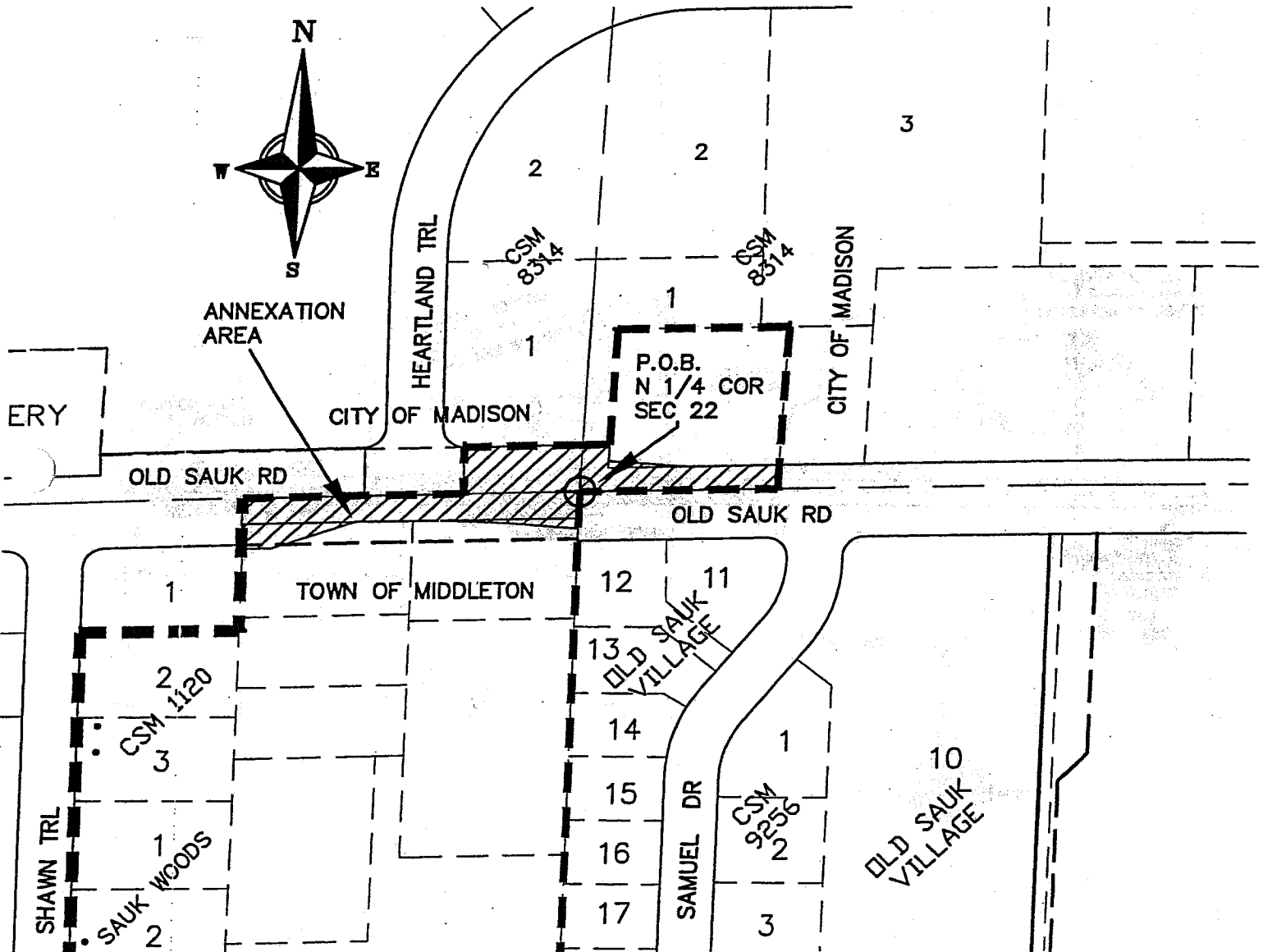
Date Published _____

Annexed to Aldermanic District No. _____

Area: 0.0017 sq. miles

ANNEXATION TO THE CITY OF MADISON AREA NO. 13

TOWN OF MIDDLETON— OLD SAUK ROAD HEARTLAND TRAIL ANNEXATION AREA



VIERBICHER ASSOCIATES
 Committed to Quality Service Since 1978
 WATKINSVILLE - MADISON - MADISON - MADISON - MADISON
 1200 Mineral Point Road Madison, Wisconsin 53705-4504
 Phone: (608) 233-5800 Fax: (608) 233-4131

REVISIONS	SCALE 1" = 200'	SHEET
	CHECKED	13 OF 15
	DRAFTER JQUA	
	FILE midd-madison annex roads.dwg	
JOB NO. 23034180.00	DATE June 2003	

Ordinance No. _____

I.D. No. _____

Adopted _____

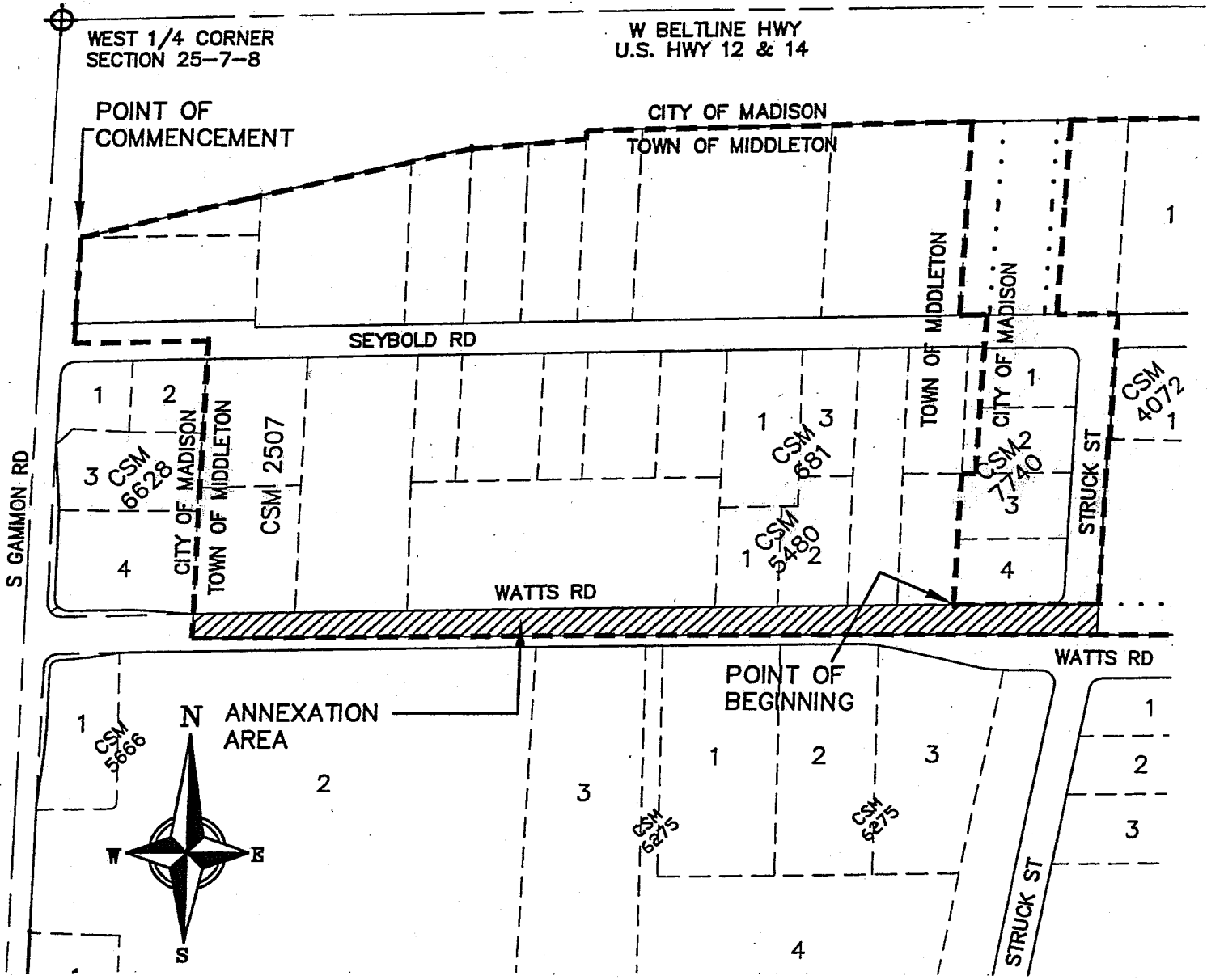
Date Published _____

Annexed to Aldermanic District No. _____

Area: 0.0031 sq. miles

ANNEXATION TO THE CITY OF MADISON AREA NO. 15

TOWN OF MIDDLETON - WATTS ROAD ANNEXATION AREA



VIERBICHER ASSOCIATES
 Committed to Quality Service Since 1976
 DSBURG - MADISON - SCHOFIELD - PRAIRIE DU CHIEN
 00 Mineral Point Road Madison, Wisconsin 53705-4504
 Phone: (608) 233-5800 Fax: (608) 233-4131

REVISIONS	SCALE 1" = 300'	SHEET
	CHECKED	15 OF 15
	DRAFTER JQUA	
	FILE midg-madison annex roads.dwg	
JOB NO. 23034180.00	DATE June 2003	

Ordinance No. _____

I.D. No. _____

Date Adopted _____

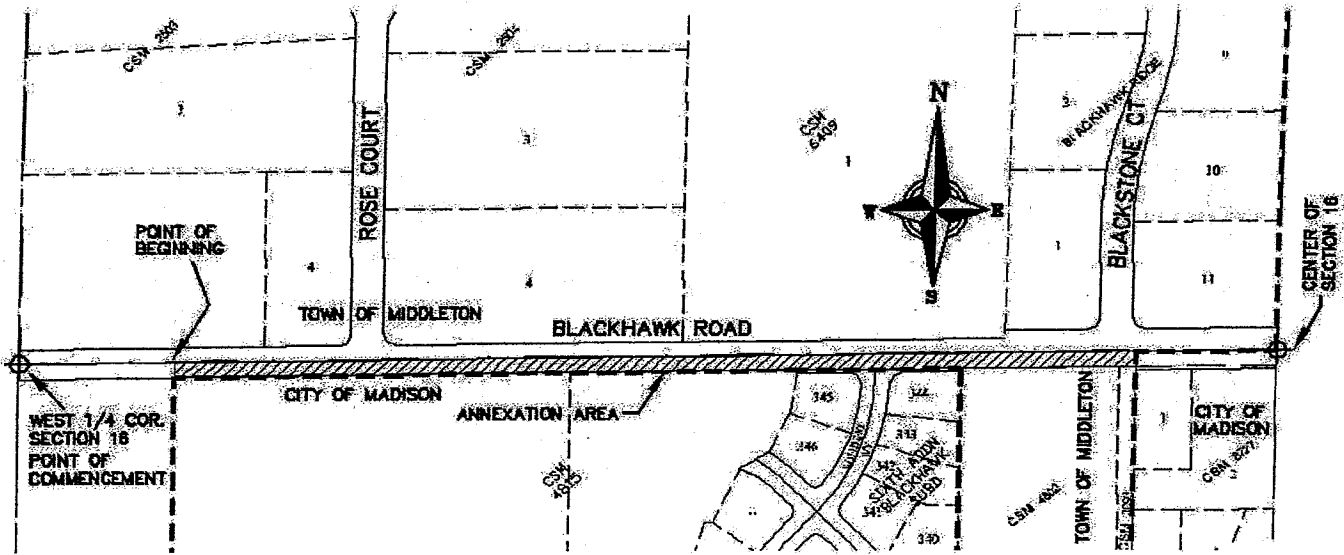
Date Published _____

Annexed to Aldermanic District No. _____

Area: 0.0024 sq. miles

ANNEXATION TO THE CITY OF MADISON
AREA NO. 16

TOWN OF MIDDLETON - BLACKHAWK ROAD
SECTION 16 ANNEXATION AREA



M:\002\1003-MAD ANNEX\ROADS\dwg\1003-mad\annex roads.dwg
 13 Aug 2003 - 2:20p

VIERBICHER ASSOCIATES
 Committed to Quality Service Since 1970
 REEDSBURG - MADISON - SCHOFIELD - PRAIRIE DU CHIEN
 8200 Mineral Point Road Madison, Wisconsin 53705-4504
 Phone: (608) 233-5800 Fax: (608) 233-4131

REVISIONS	SCALE 1" = 400'	SHEET 1 OF 1
	CHECKED	
	DRAFTER JQUA	
	FILE m103-madison area roads.dwg	
JOB NO. 23034180.00	DATE August 2003	

INTERGOVERNMENTAL AGREEMENT

The Parties to this Agreement are the City of Madison ("City") and the Town of Middleton ("Town"), both located in Dane County, Wisconsin.

RECITALS

- A. The City and Town share a common border on the City's west side and the Town's east side.
- B. The City and Town have a history of disputes regarding their border including litigation over annexations from the Town to the City.
- C. The City and Town entered an Intergovernmental Agreement in 1994.
- D. The 1994 Agreement recognized the City's right to annex east of a certain line without Town opposition and the Town's right to be free from the City's extraterritorial jurisdiction west of that line.
- E. Recent developments, including a citizen-initiated effort to incorporate the Town, have caused the City and Town to explore a logical extension of the 1994 Agreement in order to secure long-range benefits for both Parties and their citizens.
- F. The petition to incorporate the Town is pending but has not yet been filed with the circuit court as required by sec. 66.0203(2)(b), Stats.
- G. The City's long term growth and development plans envision continued westward development in a logical and well-planned fashion.
- H. The Town desires to protect, indefinitely, the integrity of its territory west of a given line.
- I. The City desires that existing and limited new residential development in town islands and town peninsulas east of a given line be compatible with the City and eventually be assimilated by the City, and that all other development east of the line shall occur in the City, served by all City municipal services and in compliance with all applicable City development standards.
- J. The Town desires to protect lands from being annexed against the owners' wishes for an extended period of time. The City desires to prevent new development east

of the line which does not conform to City development standards and desires to recognize the rights of land owners under existing annexation laws prior to limiting annexations to only those where all landowners are in agreement and prior to the annexation moratorium under sec. 66.0307(7), Stats.

- K. The City desires that owners of lands in the Town not receive a windfall in the form of City improvements, but rather pay a fair share for improvements that benefit lands in the Town.
- L. The Town desires to protect the financial interests of the Town and its citizens as the City grows westward by arranging favorable terms with respect to taxes, payment for improvements, and revenue sharing.
- M. The City and Town both desire that a Transition Area be established so that the eventual City-Town border is well-planned, with compatible development on both sides.
- N. To attain the objectives of both the City and Town and to provide for mutual peace and cooperation beneficial to citizens in both communities, the City and Town desire to enter into this new Intergovernmental Agreement.

AGREEMENT

Therefore, in accordance with the authority granted them under Wisconsin statutes and for their mutual benefit and in the public interest, the Parties agree as follows:

1. Definitions. For the purposes of this Agreement,
 - a. A line to be known as the Boundary Line is shown on the attached Exhibit A and is described as beginning at the point where the centerline of Meadow Road intersects the South line of the Town of Middleton, said South line also being the South line of the Southeast Quarter of Section 32, T7N, R8E; thence North along the said centerline of Meadow Road to the intersection with the centerline of Valley View Road; thence West along the said centerline of Valley View Road to the intersection with the centerline of Pioneer Road; thence North along the said centerline of Pioneer Road to the intersection with the centerline of Old Sauk Road; thence East along the said centerline of Old Sauk Road to the intersection with the West line of Lot 1 of Dane County Certified Survey Map Number 517; thence North 00°58'03" East, 404.71 feet along said West line of Lot 1; thence North 89°36'37" East, 560.79 feet along the North line of said Lot

1 and also along the North line of Lot 2 of Dane County Certified Survey Map Number 3977 to the intersection with the East line of the Southeast Quarter of Section 17, T7N, R8E; thence North 00°09'51" East, 1800.99 feet along the said East line; thence South 89°47'25" West, 1339.01 feet; thence North 00°11'11" West, 449.42 feet to the point of termination at the intersection with the centerline of Blackhawk Road, said centerline also being the North line of the Southeast Quarter of said Section 17. Bearings are from record sources and are for description clarity purposes only. Section 3.c and 3.d of this Agreement provide for alteration of portions of the Boundary Line upon the occurrence of certain events.

- b. West of the Boundary Line means west of the Boundary Line or north of Blackhawk Road extended.
- c. East of the Boundary Line means east of the Boundary Line and south of Blackhawk Road.
- d. Develop or development refers to division of land or construction of more than one principal structure on a parcel of land or rezoning a parcel from a residential or agricultural classification to a non-residential classification. Use or division of land by the Town or City for governmental purposes does not constitute development.
- e. Transition Area means that area 1/4 mile either side of the centerline of Pioneer Road as shown on Exhibit A.
- f. City sewer and water are considered to be available to a parcel of land if they are located in a public right-of-way or easement on or adjacent to the parcel or if within 100 feet of the parcel through right-of-way or applicable public easement.
- g. Commercial property means land used or zoned for office, retail, manufacturing or other commercial or industrial purpose.
- h. Town island means territory in the Town completely surrounded by City territory.
- i. Interest on deferred assessments or installment payments shall be charged as simple interest at the City's borrowing rate plus one percent (1%).

- j. The Exhibits referred to in this Agreement are attached to the Agreement and incorporated as part of the Agreement.

2. Annexations. During the term of this Agreement,

- a. The City shall not annex any parcel of land from the Town contrary to the wishes of the owner of the parcel except for annexations under sec. 66.0217(3)(a), Stats., initiated by publication on or before April 5, 2002, of a notice of intention to circulate an annexation petition, or as otherwise specifically provided in paragraph c(3) or d of this section or elsewhere in this Agreement.
- b. The City shall not annex any territory west of the Boundary Line except upon approval by resolution of the town board of the Town adopted by a two-thirds (2/3) majority of the entire board.
- c. The City shall be permitted to annex territory east of the Boundary Line in accordance with state law, as modified by this Agreement.
 - (1) Such annexations may create town islands.
 - (2) The Town shall not oppose any annexations permitted by this Agreement or provide support, financial or otherwise, to those who do.
 - (3) All such annexations shall include the full width of abutting Town roads except those roads, the centerline of which is part of the Boundary Line.
 - (4) From the effective date of this Agreement until the joint hearing required by sec. 66.0307(4)(b), Stats., for the cooperative plan under section 12 of this Agreement, or until December 31, 2002, whichever is earlier, the City shall not annex any territory in sections 7, 20, 29 or 32 of the Town.
- d. All territory east of the Boundary Line still remaining in the Town in 2042 may be annexed to the City by ordinance adopted by 2/3 vote of the elected members of its common council as set forth in this paragraph.

- (1) At any time between January 1, 2041, and October 31, 2041, the City may adopt the annexation ordinance. The annexation shall be effective as of 12:01 a.m. on the first Monday of February 2042.
- (2) If the Town gives written notice to the City Clerk between January 1, 2040, and June 30, 2040, reminding the City of the City's right to annex the remaining Town territory under subparagraph (1) of this paragraph, then the City shall lose that right if not exercised by October 31, 2041.
- (3) If the Town fails to give such notice and the City fails to act as provided in (1), then the City may, by June 30 of any year after 2041, adopt an ordinance annexing Town territory effective at 12:01 a.m. on the first Monday in February of the following year.
- (4) Notwithstanding any amendment of the statutes subsequent to the effective date of this Agreement, the City shall be responsible for services in the annexed territory beginning on the effective date of the annexation and the Town shall be entitled to all taxes (as between the City and the Town) for the year in which the annexation is effective.

e. Whenever a commercial property is annexed to the City, including but not limited to any property on Watts Road or Seybold Road, the City shall provide revenue sharing to the Town for the first five years the City collects taxes on the property. The amount shall be based on the Town share of taxes, including room taxes, collected by the Town in the last year the Town collected taxes on the property and shall be 50% of that amount in the first year, 40% in the second, 30% in the third, 20% in the fourth and 10% in the fifth.

f. No adjustment or assignment of assets and liabilities shall occur in connection with any annexations under this Agreement.

3. Development West of Line.

- a. Except as otherwise provided in paragraphs b and c of this section, the City shall exercise no extraterritorial jurisdiction west of the Boundary Line for zoning, subdivision, official mapping or otherwise.

- b. The City may exercise extraterritorial jurisdiction over territory not owned by the Town in the SW 1/4 of the SE 1/4 of section 17.
 - c. The City may exercise its official map authority and extraterritorial subdivision jurisdiction for purposes of establishing a highway connection between Pioneer Road and Meadow Road through the W 1/2 of the NE 1/4 of section 32. The Town shall not take any action inconsistent with the City's exercise of authority under the preceding sentence. If and when such highway is permanently established by the dedication of any portion thereof, the Boundary Line shall be moved to the centerline of such highway.
 - d. That portion of the SE 1/4 of section 17 now owned by the Town and identified as developable on the attached Exhibit B may be developed only after it is annexed to the City. In the event the Town sells or otherwise conveys any portion of such developable land to another party, the Boundary Line through the SE 1/4 of section 17 shall be moved to the westerly boundary of the land so conveyed.
 - e. If requested by resolution adopted by the Town Board, the City and Town shall cooperate, as provided in sec. 62.23(7a), Stats., or otherwise, to establish zoning west of the Boundary Line and south of Blackhawk Road extended. Such zoning shall be subject to the terms of this Agreement.
 - f. The City shall not acquire real property west of the Boundary Line without the consent of the Town. If the City has a reasonable need for the property, the Town shall not unreasonably withhold such consent.
4. Transition Area. Within the Transition Area, development shall be subject to the restrictions and development standards set forth in the attached Exhibit C.
 5. Development East of Line. East of the Boundary Line,
 - a. Development is subject to approval by the City in accordance with generally applicable City ordinances, plans, policies, standards and procedures. The Town shall not grant approvals inconsistent with this paragraph.
 - b. Except as otherwise provided in paragraph d of this section, the City may require annexation to approve development where City sewer and water are available.

- c. Except as otherwise provided in paragraph d of this section, any parcel developed subsequent to the date of this Agreement without availability of City sewer and water may be annexed by the City at any time after City sewer and water become available to the parcel by ordinance adopted by 2/3 vote of the elected members of the common council.
- d. The division of a 5 acre or larger parcel existing as of the date of this Agreement into only two parcels for residential purposes shall be subject to paragraph a but not to paragraph b or c of this section. (In other words, the owner of any parcel of land in a zoning district permitting residential use is entitled to divide that parcel one time subject only to compliance with applicable City ordinances, plans, policies, standards and procedures and construct a house and accessory structures on each parcel without being subject to annexation under this section. Any further or additional division of such parcels would be subject to annexation under paragraph b or c of this section.)
- e. The City shall use public highway rights-of-way to extend services wherever reasonably possible. The Town shall permit use of Town roads for such purpose subject only to the City's obligations to maintain access for emergency vehicles and owners and occupants of property in the Town and to restore the road upon completion of construction.
- f. Where the City cannot use public highways for extensions of services, the Town acknowledges the City's right to obtain easements from private property owners subject to compensation as required by state law.
- g. The City may levy special assessments against a parcel of property in the Town for improvements that specially benefit the parcel.
 - (1) The owner or other interested party may challenge such special assessments as an owner of property in the City would have the right to do.
 - (2) Such special assessment shall not be payable and interest shall not accrue thereon until the parcel is annexed to the City.
 - (3) The amount of the assessment shall be adjusted from the date of levy to the date of annexation based on the Engineering News Record

Construction Cost Index or such equivalent index as may be available at the time.

- (4) The assessment shall be payable in six annual installments with interest.
- (5) Prior to annexation, there shall be only one assessment of each benefiting public improvement component (e.g. road pavement, curb and gutter, public sidewalk, street lights, street trees, traffic signals and other intersection improvement components, sanitary sewer mains, sewer interceptors, public water mains, etc.), except for driveway, curb and gutter and public sidewalk repairs which shall be billable to the abutting benefited property pursuant to policies generally applicable to all property in the City. Any subsequent assessment for another improvement of the same component shall be made only if consistent with the City's special assessment policy generally applicable to all property in the City. The first payment for such subsequent assessments shall be deferred with interest to a date not less than 10 years after annexation and the assessments shall be payable in six annual installments.

- h. Notwithstanding paragraph g above, any owner of property in the Town shall be entitled to receive City sewer and/or water services prior to annexing the property to the City if the owner agrees to pay for extension of the services to the property over a five year period with interest and agrees to annexation of the property at the end of the five year period. Costs for extension shall be determined on the same basis as costs generally applicable for extensions to similarly situated property within the City. At any time after five years from the date that services were extended to the property under this paragraph, the City may annex the property by ordinance adopted by 2/3 vote of the elected members of the common council without further action of the property owner. This paragraph does not supersede section 2.d of this Agreement. This paragraph applies only to existing parcels and parcels created under section 5.d. An owner's entitlement to receive sewer and/or water services under this paragraph applies only to: existing uses on existing parcels; new uses on existing parcels, provided the new uses do not constitute development as defined in section 1.d.; and new houses and accessory structures built on parcels created under section 5.d.

- i. The Town shall not acquire real property east of the Boundary Line without the consent of the City. If the Town has a reasonable need for the property, the City shall not unreasonably withhold such consent.
 - j. The Town shall not establish any new sanitary districts east of the Boundary Line.
 - k. The City shall use its best efforts to give notice of zoning and other land use hearings, decisions and actions to the owners of record of properties in the Town, within the same distance from an affected property, in the same manner and on the same basis as it gives notice to the owners of record of properties in the City. The Town shall cooperate with the City to enable such notice. A failure to give notice shall not itself constitute a breach of this Agreement, but intentional, persistent or habitual failure to give notice shall.
6. Binding Effect. This Agreement shall bind, and accrue to the benefit of, all successors of the Parties, whether one or more. For example, if a part of the Town should be incorporated, both the incorporated and unincorporated entities would be considered to be Parties bound by the terms of the Agreement. Except as to the rights of owners of land currently in the Town as expressly set forth herein, this Agreement is for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy or claim to any other person or entity.
7. Recording. A notice of this Agreement may be recorded by either Party.
8. Dispute Resolution. In the event of a breach of this Agreement or a dispute between the Parties involving the application, interpretation or enforcement of this Agreement,
- a. The Parties shall meet to seek a resolution within 10 days following written notice by one Party to the other of the breach or dispute.
 - b. If the issue is not resolved at such meeting or at an extension thereof mutually agreed to by the Parties, either Party may demand mediation. The Parties shall submit to mediation if demanded by either Party.
 - (1) If the Parties cannot agree on a mediator within five (5) days after the demand for mediation, either Party may request appointment of a qualified mediator by the Chairperson of the Alternative Dispute

Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.

- (2) The mediation session must take place within thirty (30) days of the appointment of the mediator.
 - (3) Each Party must designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (4) Each Party must provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least ten (10) days prior to the scheduled mediation session. The Parties must also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require any Party to supplement such information.
 - (5) The mediator does not have authority to impose a settlement upon the Parties, but will attempt to help the Parties resolve their dispute. The mediation sessions shall be private. The Parties and their representatives may attend the mediation sessions.
 - (6) The cost of the mediator shall be borne equally by the Parties.
 - (7) The Parties shall maintain the confidentiality of the mediation and may not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding (i) views expressed or suggestions made by another Party with respect to a possible settlement of the dispute; (ii) admissions made by another Party in the course of the mediation proceedings; (iii) proposals made or views expressed by the mediator; or (iv) the fact that another Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- c. In the event the issue is not resolved as a result of the meeting or mediation as provided in paragraphs a and b, the matter shall be submitted to binding arbitration upon written demand by either Party to the other with notice to the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration of such demand. The arbitration shall be performed by a person designated by the Director in accordance with such rules and procedures such person may

specify, subject to the terms of this Agreement. In the event the Director does not appoint an arbitrator within 30 days of the Director's receipt of a written request to do so, then:

- (1) The arbitration must be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration ("Rules"), except as such Rules may be modified by this Agreement.
- (2) A Party desiring to submit a dispute to arbitration hereunder must file a Demand for Arbitration ("Demand") with the AAA at its office in Chicago, Illinois. A copy of such Demand must be sent to the other Party at the same time. The arbitration proceeding must be conducted by a panel of three (3) arbitrators selected from a list of qualified arbitrators supplied by the AAA. The arbitrators must be selected as follows: Within ten (10) days after filing, each Party shall appoint one (1) arbitrator. Within ten (10) days after they are chosen, the two (2) arbitrators shall choose a third arbitrator who acts as chairperson of the arbitration proceedings. If the two (2) arbitrators are unable to agree upon a third arbitrator within ten (10) days, then the third arbitrator shall be appointed by the AAA. The arbitrators in the arbitration proceeding must be individuals with the necessary expertise and competency to pass on the matters presented for arbitration, but said arbitrators may have no interest in or prior connection with any Party.
- (3) Following the appointment of the arbitrators, each Party has the right to mail to any other Party (with a copy to the arbitrators) a written request for the production of certain identified documents or of all documents in possession of the other Party relevant to any claims or counterclaims in the arbitration. Within ten (10) days of receipt of any such request, the receiving Party must respond to such request but may object to all or part of said request (with a copy to the arbitrators), on the ground that it is unduly burdensome, that the documents requested are irrelevant or privileged, or that such documents are equally available to the requesting Party. The arbitrators will rule on the validity of any such objection and the Parties must produce documents in accordance with the ruling.
- (4) The site of the arbitration shall be in Dane County, Wisconsin, unless otherwise agreed to by the Parties. The Parties must diligently

and expeditiously proceed with arbitration. Upon the conclusion of any hearing, the Parties shall have thirty (30) days to submit written briefs in support of their respective positions. The arbitrators must make an award within forty-five (45) days after the filing of such briefs, subject to any reasonable delay due to unforeseen circumstances.

- (5) Except to the extent the Parties' remedies may be limited by the terms of this Agreement, the arbitrators are empowered to award any remedy available under the laws of the State of Wisconsin including, but not limited to, monetary damages and specific performance. The arbitrators have no authority to award punitive or other damages not measured by the prevailing Party's actual damages and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement. The award of the arbitrators must be in writing with a statement of reasons for such award and signed by the arbitrators. A written decision of a majority of the arbitrators is binding upon the Parties. An award rendered by the arbitrators in an individual or consolidated arbitration may be entered in any court having jurisdiction thereof.
- (6) The arbitrators' authority is limited solely to resolving disputes under this Agreement.
- (7) The pendency of any arbitration hereunder does not relieve any Party of any of its obligations under this Agreement.
- (8) The Parties shall share equally the fees and expenses of the arbitrators as well as all fees imposed by the AAA including, but not limited to, transcripts, hearing room rentals and administrative costs. Each Party to the arbitration proceeding is responsible for its own costs and legal fees, if any, except that the arbitrators are empowered to award such costs and fees against a Party who prosecutes or defends an arbitration hereunder in bad faith or as otherwise provided in section 10.b.

- d. Paragraphs a, b, and c of this section shall be the exclusive method of resolving the issues specified in the introduction to this section and both Parties waive their rights under sec. 893.80, Stats., and their rights to seek remedies in court as to such issues except that the prohibition on court actions shall not apply to

- (1) Actions to enforce an arbitration award under c;
- (2) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution process;
- (3) Disputes involving a necessary third party who refuses to consent to arbitration as provided above; or
- (4) Disputes involving a necessary third party when the Municipal Boundary Review Director fails to appoint an arbitrator.

9. Challenge to Agreement.

- a. Both Parties waive all rights to challenge the validity or enforceability of this Agreement or any of its provisions or to challenge any actions taken pursuant to or in accordance with this Agreement.
- b. In the event of a court action by a third party challenging the validity or enforceability of the Agreement or any of its provisions, both Parties shall fully cooperate to vigorously defend the Agreement.
 - (1) If only one Party is named as a party to the action the other shall seek to intervene and the named Party shall support such intervention.
 - (2) No settlement of such an action shall be permitted without the approval of the governing bodies of both Parties.
 - (3) The workload to defend the Agreement shall be shared equally.
- c. A challenge to the Agreement by one of the Parties or a failure to vigorously defend the Agreement constitutes a breach of the Agreement.

10. Remedies. In the event of a breach of this Agreement,

- a. Either Party may seek specific performance of this Agreement in addition to any other remedies available at law or in equity.
- b. The breaching Party shall pay the other's attorney fees reasonably incurred in seeking remedies for the breach.

- c. If the breach involves development or an annexation or a challenge to an annexation, all taxes, assessments and other revenues realized by the breaching Party from the subject property during the remaining term of the Agreement shall be paid to the other Party.
11. Term. The term of this Agreement shall commence when approved by the governing bodies of both Parties and executed by the authorized representatives of both Parties and shall terminate at 11:59 p.m. on December 31, 2060.
 12. Cooperative Plan. The Parties shall fully participate in the preparation of a cooperative plan and seek approval thereof under sec. 66.0307, Stats.
 - a. The resolution by which each Party approves this Agreement shall authorize participation in the preparation of a plan as provided in sec. 66.0307(4)(a), Stats., and the clerk of each Party shall give notice of such resolution as required by sec. 66.0307(4)(a), Stats.
 - b. Any failure to comply with paragraph a may be cured by adopting a new resolution and giving notice as provided in sec. 66.0307(4)(a), Stats., not later than 45 days after the date of commencement of the term of this Agreement.
 - c. To the extent it is determined not to be contrary to the public interest after the hearings, comments and review by the Department of Administration required by sec. 66.0307(4) and (5), Stats., the cooperative plan shall incorporate the terms of this Agreement except as otherwise provided in this section.
 - d. The cooperative plan shall permit attachment of territory by ordinance adopted by a simple majority of the City's common council in place of annexation under section 5.b, c or h of this Agreement upon the written request or agreement of the owner of the parcel attached and notice to the Town.
 - e. The cooperative plan shall cause the attachment of territory to the City under section 2.d without adoption of an ordinance or any other action by either Party.
 - f. The Parties shall fully cooperate to complete the preparation of the cooperative plan and submit it to the Department of Administration for

final approval as soon as reasonably possible after the effective date of this Agreement.

g. Once approved, the cooperative plan shall govern without respect to subsequent changes in statutory law.

13. Incorporation Petitions. If the pending incorporation petition is filed with the circuit court, the City may rescind this Agreement within 60 days after the City receives notice of such filing by giving written notice of such rescission to the Town in the manner specified in the statutes for service of a summons. If any other petition for incorporation of any part of the Town is filed with the circuit court before completion or abandonment of the preparation and approval of the cooperative plan under sec. 66.0307, Stats., or before December 1, 2003, whichever is earlier, such petition shall be considered a challenge to the Agreement and both Parties shall cooperate to oppose the petition as provided in section 9.
14. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, drafts, agreements and writings are specifically superseded by this Agreement. This Agreement represents the mutual intent of the parties and the fact that one or more of its provisions was drafted by one party or the other shall not be construed to the benefit or detriment of either party.
15. Authority. Each party represents that it has the authority to enter into this Settlement Agreement and that all necessary procedures have been followed to authorize the Agreement. Copies of the resolutions of the City's Common Council and the Town's Board authorizing this Agreement are attached. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.
16. Counterparts. This Agreement may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original.

17. Non-Discrimination. In the performance of the services under this Agreement, the parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin, ancestry, income level, source of income, arrest record, conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex or national origin.

Dated this 28th day of March, 2002.

CITY OF MADISON, WISCONSIN
a municipal corporation

By: Sue J. M. Bauman
Sue J. M. Bauman, Mayor

By: Ray Fisher, Deputy for
Ray Fisher, City Clerk

Countersigned:

Mark Wetz
Dean Brassler, City Comptroller

Date: 3/27/02

Approved as to Form:

Larry W. O'Brien
Larry W. O'Brien, Acting City Attorney

Date: 3/27/02

Dated this 28th day of March, 2002.

TOWN OF MIDDLETON

By: Milo Breunig
Milo Breunig, Town Chairperson


By: Jim Mueller
Jim Mueller, Town Administrator/Clerk


Attachments:

- Exhibit A - Boundary Line and Transition Area
- Exhibit B - Developable Area
- Exhibit C - Transition Area Development Standards

EXHIBIT A



 Transition Area as described in Section 1.e. of the Intergovernmental Agreement

 Boundary Line

700 0 700 1400 Feet

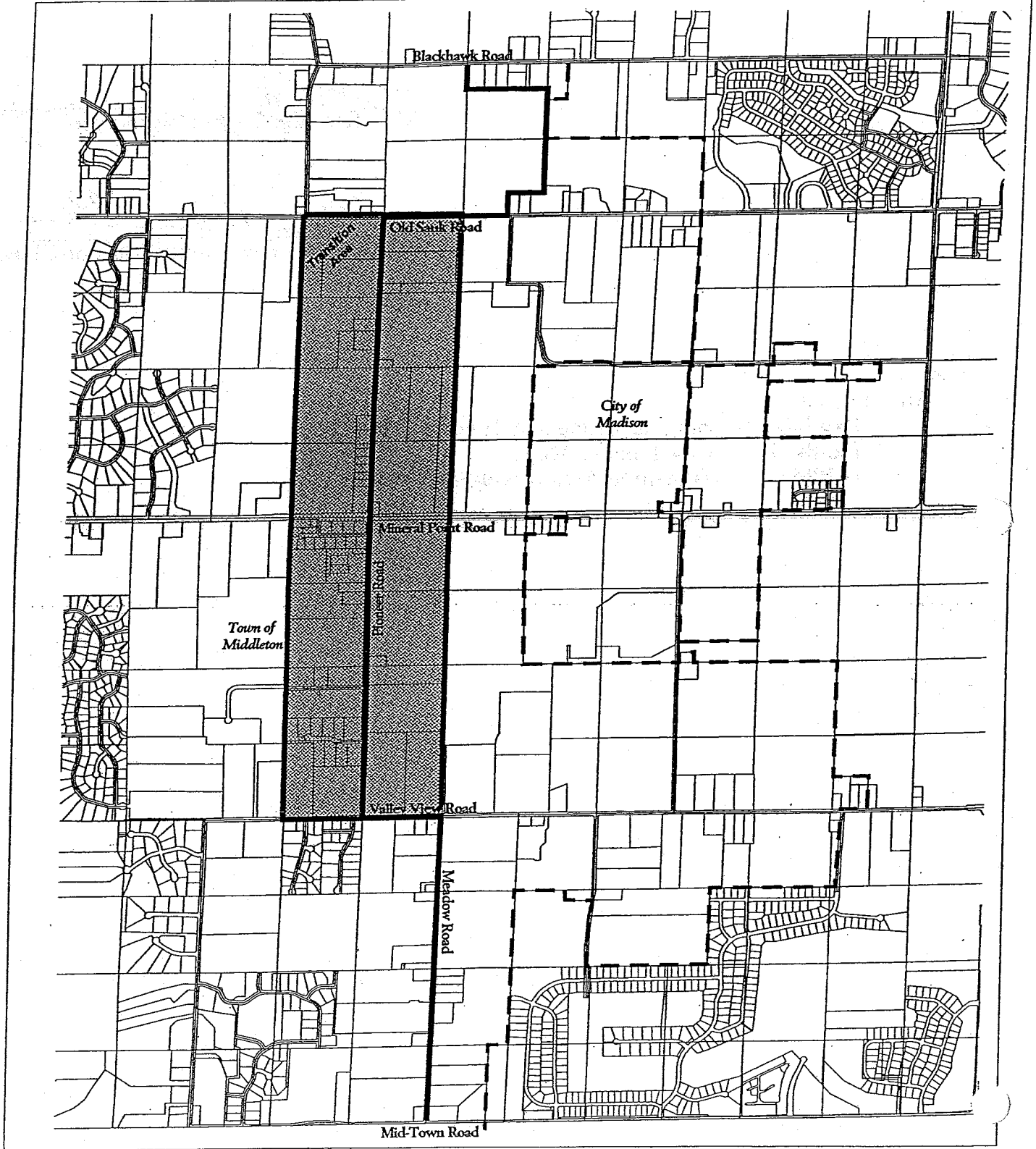



EXHIBIT B

Developable Portion of the SE 1/4 of Section 17 in the Town of Middleton as described in Section 3.d. of the Intergovernmental Agreement

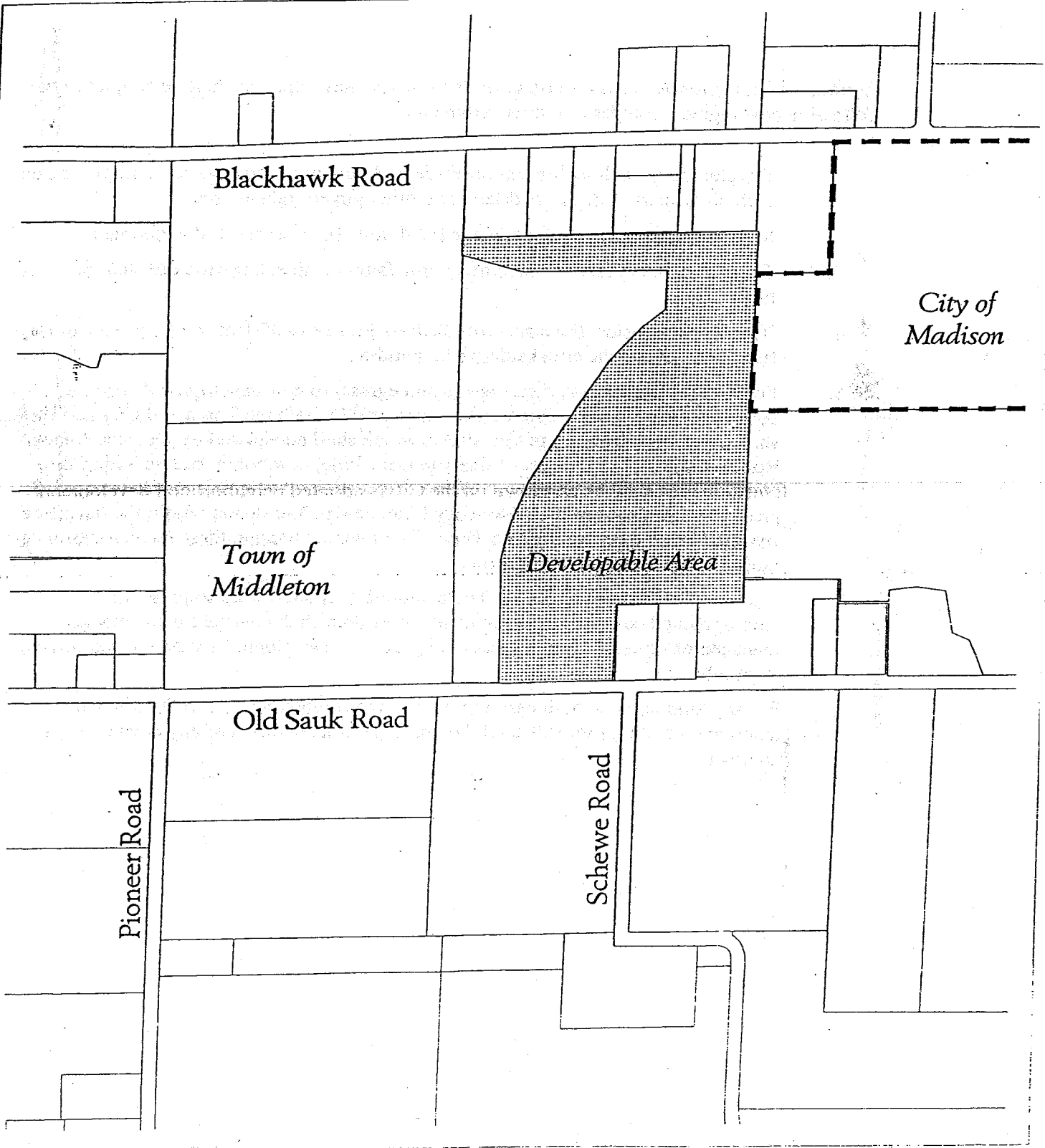
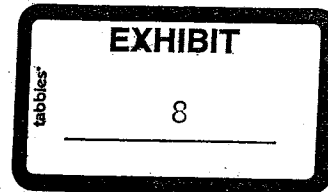


EXHIBIT C

Transition Area Development Standards

Within the Transition Area, as described in Section 1.e., development shall be subject to the following development standards and requirements.

1. Development shall be limited to residential land uses and associated improvements including roads, utilities, parkland and other governmental uses.
2. Residential densities shall be limited to 4 units per net acre of development.
3. The number of units in an attached multi-family residential structure shall be limited to four.
4. The height of residential structures shall be limited to 35-feet as measured from the finished grade on the street side of the building.
5. Private driveway access (i.e., ingress and egress) to new development shall be prohibited from Pioneer Road unless approved by both the Town and City and instead shall be provided by new public streets which shall be allowed to intersect Pioneer Road. For lands located east of the Boundary Line, new public streets within the transition area shall be as shown on the City's adopted neighborhood development plans. For lands west of the Boundary Line, new public streets within the transition area shall be as approved by the Town. The intent is to align these streets as four-way intersections to the extent possible.
6. Within the Transition Area, the Town and the City shall work to preserve environmental corridors. Environmental corridors shall be used for stormwater management and park and recreational purposes. Development within these corridors is prohibited.
7. For any land division both east and west of the Boundary Line, an 80-foot wide landscaped building setback shall be provided as a condition of any development approval.



Agenda Item No.
Copy Mailed to Alderpersons

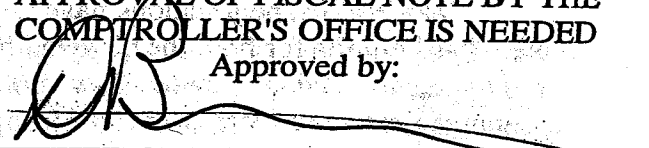
City of Madison, Wisconsin

A SUBSTITUTE RESOLUTION

authorizing the Mayor and City Clerk to execute an intergovernmental agreement between the City of Madison and the Town of Middleton regarding boundary changes and other urban growth and delivery of municipal service issues, pursuant to an approved cooperative plan under Sec. 66.0307, Wis. Stats., and authorizing participation of the City of Madison in the preparation of the cooperative plan for public hearing and submittal to the Wisconsin Department of Administration for approval.

Presented February 5, 2002 "TITLE"
Referred Plan Commission, Board of Estimates,
Board of Public Works
Rereferred _____
Reported Back March 5, 2002
Adopted POF
Rules Susp. _____ Tabled _____
Public Hrg. _____

APPROVAL OF FISCAL NOTE BY THE
COMPTROLLER'S OFFICE IS NEEDED
Approved by:


Comptroller's Office

Drafted by: James M. Voss
Assistant City Attorney
Katherine C. Noonan
Assistant City Attorney

Date: March 5, 2002

RESOLUTION NO. 59205-
ID NO. 3153

Fiscal Note: The proposed agreement contains several provisions which would provide a more orderly process for the extension of urban services and annexation of town property during the next 40 years. Few are likely, however, to have significant budgetary impacts in the near future. The agreement would allow the City to levy special assessments against properties in the township payable when the properties are annexed to the City at a later date. The agreement would also provide a 5 year schedule of declining revenues to the township for any commercial property annexed to the City.

SPONSOR(S): Susan J. M. Bauman, Mayor

WHEREAS, in 1994, the City of Madison entered into an intergovernmental agreement with the Town of Middleton which established a north/south line generally along Pioneer Road between Blackhawk Road and the south town line. The two primary provisions in the agreement were that the Town agreed not to oppose annexations east of the line, and the City agreed not to exercise its extraterritorial jurisdiction over land divisions west of the line; and

WHEREAS, on September 20, 2001, a citizen group in the Town started a procedure to

incorporate the entire town into a village by publishing a notice of intent to circulate a petition seeking incorporation. The incorporators have up to six (6) months (until March 20, 2002) to circulate a petition and file it in Circuit Court. If the Circuit Court finds that basic requirements are met, the petition is forwarded to the Department of Administration for further review, public hearing and a final decision. The City opposes the proposed incorporation and has adopted a Substitute Resolution No. 58853, ID No. 30382, on November 6, 2001, indicating the willingness of the City to annex the Town territory designated in the petition; and

WHEREAS, City staff has met with attorneys representing the Town (not the incorporators) to discuss the incorporation effort, the 1994 agreement and the possibility of entering into a more permanent agreement which would address concerns which led to the incorporation effort. Although City staff believes that the current incorporation effort has little chance of succeeding, staff concluded that if the City is able to enter into a permanent boundary agreement with the Town which resulted in significant benefits for both the City and the Town, and avoided several years of incorporation and annexation battles, it would be in our mutual long-term best interests; and

WHEREAS, negotiations have resulted in the preparation of a draft intergovernmental agreement which has benefits for both the City and the Town—one which will establish clear long-term boundaries and expectations which would allow both units of government and all affected property owners and residents to move forward with long-range planning for the greater west side. The proposed agreement with the Town is intended to establish planning and development ground rules which would avoid some of the problems which have resulted in other areas where application of current State annexation laws has resulted in irregular and, in some cases, confusing boundaries between the City and adjoining townships; and

WHEREAS, the proposed intergovernmental agreement with the Town of Middleton contains the following major provisions:

1. The Town will not object to the annexation/attachment of land to the City by unanimous consent east of a boundary line running roughly along Pioneer Road and Meadow Road between Blackhawk Road and the south town line. With some exceptions, the City agrees to not annex/attach land against an owner's wishes. One of these exceptions may be lands that are included in an annexation petition signed, among others, by the Roman Catholic Diocese of Madison.
2. The Town agrees to allow the City to create "town islands" to bypass lands whose owners do not want to annex at this time. Creation of these town islands avoids the long peninsulas of town land along town roads which otherwise need to be created as adjoining lands are annexed/attached. The City agrees to annex/attach abutting roadways whenever possible. After 40 years, any remaining town islands or parcels of land east of the boundary line will be unilaterally attached to the City.
3. The Town agrees to allow the City to regulate all major development east of the line to ensure that land uses and development are consistent with the City's plans. The City agrees to exercise its best efforts to provide Town residents and property owners with notice of City land use hearings that affect nearby properties.

4. The City will allow owners of 5 acres of land or more to create one additional lot for the development of a single-family home without requiring that the property be annexed/attached immediately.
5. The Town will allow the City to levy special assessments against properties in the township for public improvements and utility extensions that benefit town properties. These assessments will be indexed for inflation of construction costs and payments of the assessments will begin when the properties are annexed/attached to the City.
6. The City and the Town agree to establish a transition area $\frac{1}{4}$ mile either side of Pioneer Road. The type and density of development within this area will ensure that the development of local roads are coordinated east and west of Pioneer Road, the density of development is compatible from one side to the other, and that a well landscaped buffer occurs both east and west of Pioneer Road so that there is a clear and regular boundary. Development is limited to residential uses at densities of 4-units per net acre and to governmental uses within the transition area.
7. As an incentive for existing Town property owners with failing septic systems and wells to invest in City services rather than in replacement septic systems and wells, the City will allow connection to available sewer and water service, conditioned upon agreement that the property owners' land will be annexed/attached within 5 years.
8. The City agrees not to annex land west of the boundary line except by 2/3 permission of the Town Board.
9. When the City annexes/attaches commercial property, the City will pay the Town a share of the tax revenues from the property (based on the Town's tax rate in the year of attachment) for 5 years on a 50-10% declining scale.
10. If the incorporation petition is filed with Circuit Court, the City retains the right to void this proposed agreement.
11. The Town and the City agree to fully cooperate and participate in the preparation of a cooperative plan that incorporates the foregoing provisions and shall seek approval thereof under § 66.0307, Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to § 66.0301, Wis. Stats., the Mayor and City Clerk are hereby authorized to enter into a new intergovernmental agreement with the Town of Middleton which contains the above major provisions, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Common Council of the City of Madison hereby authorizes the City and all necessary staff to participate in the preparation of a cooperative plan which contains all of the applicable provisions set forth in the said intergovernmental agreement, and any further provisions deemed necessary by Town and City attorneys, under § 66.0307, Wis. Stats.

BE IT FURTHER RESOLVED that the City Clerk shall provide notice of this resolution as required under § 66.0307(4)(a), Wis. Stats., and shall work with the Town Clerk/Administrator to schedule and notice a joint public hearing on the proposed plan under sub. (4)(b), thereof.

This is to certify that the foregoing resolution
was adopted by the Common Council of the
City of Madison, Wisconsin at a meeting held
on the 5th day of March, 20 02

Ray Fisher
City Clerk

RESOLUTION 2002-1

TOWN OF MIDDLETON
DANE COUNTY, WISCONSIN

A RESOLUTION APPROVING
AN INTERGOVERNMENTAL AGREEMENT
WITH THE CITY OF MADISON AND AUTHORIZING
PREPARATION OF A COOPERATIVE PLAN
WITH THE CITY OF MADISON

Recitals:

- A. In 1994, the Town of Middleton and the City of Madison entered into an agreement which established a line generally along Pioneer Road between Blackhawk Road and the South Town Line and provided that the Town would not oppose annexations east of the line and the City would not exercise extraterritorial jurisdiction west of the line.
- B. On September 20, 2001, a citizen group published notice of intent to circulate a petition to incorporate the Town as a village.
- C. Thereafter, representatives of the Town and the City met on numerous occasions to negotiate a new intergovernmental agreement. A copy of the new agreement ("Agreement") they negotiated is attached.
- D. The Town Board find the Agreement to be in the public interest.

Resolution:

THEREFORE, the Town Board of the Town of Middleton, Dane County, Wisconsin do **RESOLVE** as follows:

1. The attached Intergovernmental Agreement is approved.
2. Attorneys for the Town are authorized to make such minor changes as they deem necessary to edit or clarify the Agreement without changing its substance.

3. The Town Chairperson and Town Clerk are authorized to sign the Agreement on behalf of the Town.
4. Participation in the preparation of a cooperative plan with the City of Madison is authorized as provided in the attached Agreement and in accordance with sec. 66.0307, Wis. Stats.
5. The Town Clerk is directed to give notice of this Resolution as provided in sec. 66.0307(4)(a), Wis. Stats.
6. The Town Clerk is further directed to work with City representatives to schedule a public hearing as provided in sec. 66.0307(4)(b), Wis. Stats., at the earliest convenient time.

This Resolution was duly adopted at a meeting held on March 5, 2002.

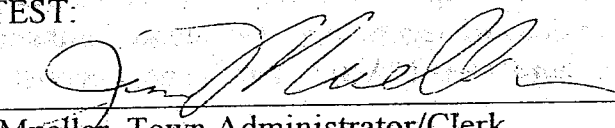
APPROVED

BY:


Milo Breunig, Town Chairperson

ATTEST:

BY:


Jim Mueller, Town Administrator/Clerk

Department of Transportation, District 1
Attn: Michael Rewey
2101 Wright Street
Madison, WI 53704-2583

Wisconsin Department of Natural Resources
Great Lakes and Watershed Planning Section
Attn: Mr. Charles R. Ledin, Chief
P.O. Box 7921
Madison, WI 53707-7921

Department of Agriculture, Trade and Consumer Protection
Attn: Mr. Keith Foye, Chief
P.O. box 8911
Madison, WI 53708-8911

Department of Administration
Municipal Boundary Review
Attn: George Hall
P.O. Box 1645
Madison, WI 53701-1645

Dane County Regional Planning Commission
Attn: Mr. William Lane, Director
217 South Hamilton Street, Suite 403
Madison, WI 53703-3266

Dane County Zoning and Natural Resources Committee
Room 116, City-County Building
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3342

SCHOOL DISTRICTS

Belleville School District
Attn: Randy Freese, Administator
625 West Church Street
Belleville, WI 53508
(608) 424-3315

Deerfield Community School District
Attn: Ruthann Faber, Superintendent
300 Simonson Blvd.
Deerfield, WI 53531
(608) 764-5431

DeForest Area School District
Attn: John Bales, Administrator
520 East Holum Street
DeForest, WI 53532
(608) 842-6500

Madison Metropolitan School District
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Madison, WI 53703-1967

Marshall School District
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655-3466

McFarland School District
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McFarland, WI 53558
838-3169

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437-2400

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Attn: Linda K. Barrows, Superintendent
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Oregon, WI 53575
835-3161

Stoughton Area School District
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320 North Street
Stoughton, WI 53589
877-5000

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Sun Prairie, WI 53590
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Verona, WI 53593
845-4310

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101 School Drive
Waunakee, WI 53597
849-2000

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Madison, WI 53704
246-6100

CITY CLERKS

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Attn: Karen A. Peters, Clerk
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Verona, WI 53593-0188

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130 D. Pardee, Box 45
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Village of McFarland
Attn: Don Peterson, Administrator/Clerk/Treasurer
P.O. Box 110
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Village of Mount Horeb
Attn: Cheryl J. Sutter, Clerk
138 E. Main Street
Mt. Horeb, WI 53572

Village of Shorewood Hills
Attn: Jennifer W. Anderson, Clerk
810 Shorewood Blvd.
Madison, WI 53705

Village of Waunakee
Attn: Julee Helt, Clerk
500 W. Main Street
Waunakee, WI 53597

TOWN CLERKS

Town of Berry
Attn: Brenda Kal, Clerk/Treasurer
9046 State Road 19
Mazomanie, WI 53560

Town of Blooming Grove
Attn: Verlene Hendrix
1880 S. Stoughton Road
Madison, WI 53716

Town of Bristol
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6479 Cth N
Sun Prairie, WI 53590

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4058 CTH N
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4204 CTH P
Cross Plains, WI 53528

Town of Dunn
Attn: Rosalind I. Gausman
4156 CTH B
McFarland, WI 53558

Town of Madison
Attn: Donna L. Meier, Clerk
2120 Fish Hatchery Road
Madison, WI 53713

Town of Middleton
Attn: Jim Mueller, Administrator/Clerk
7820 Caribou Court
Verona, WI 53593

Town of Montrose
Attn: Gary Fritz, Clerk
642 Fritz Road
Belleville, WI 53508

Town of Springdale
Attn: Vicki Anderson, Clerk
2379 Town Hall Road
Mt. Horeb, WI 53572

Town of Springfield
Attn: Sherri Endres, Clerk
6157 CTH P
Dane, WI 53529

Town of Sun Prairie
Attn: Claudia Quick, Clerk
5556 Twin Lane Road
Marshall, WI 53559

Town of Verona
Attn: Rose M. Johnson, Clerk
335 N. Nine Mound Road
Madison, WI 53717

Town of Vienna
Attn: Robert Pulvermacher, Clerk
7161 CTH I
DeForest, WI 53532

Town of Westport
Attn: Thomas G. Wilson, Clerk
5387 Mary Lake Road
Waunakee, WI 53597

Town of Windsor
Attn: Cheryl L. Theis, Clerk
4084 Mueller Road
DeForest, WI 53532

SEWERAGE/SANITATION DISTRICTS

Town of Blooming Grove Sanitary District #10
Attn: Verlene Hendrix
1880 South Stoughton Road
Madison, WI 53716

Town of Burke/Token Creek Sanitary District
Attn: Jane Hoepker
5365 Reiner Road
Madison, WI 53718

Town of Dunn Sanitary District #1
Attn: Daniel C. Paltz
3022 Waubesa Avenue
Madison, WI 53711

Town of Dunn Sanitary District #3
Attn: John Lorimer
P.O. Box 104
McFarland, WI 53558

Town of Dunn Sanitary District #4
Attn: John Ong
4725 Nora Lane
Madison, WI 53711

Town of Dunn-Kegonsa Sanitary District
Attn: Robert Overbaugh
P.O. Box 486
Stoughton, WI 53589

Town of Madison/Oak Ridge Sanitary District
Attn: Donna Meier
2120 Fish Hatchery Road
Madison, WI 53713

Madison Metropolitan Sewerage District
Attn: Gary Sachs
1610 Moorland Road
Madison, WI 53713
222-1207, Ext. 265

Morrisonville Sewerage District #1
Attn: Kitty Repas
P.O. Box 97
Morrisonville, WI 53571

Town of Middleton Sanitary District #5
Attn: Jim Mueller
7555 Old Sauk Road
Verona, WI 53593

Pleasant Springs Sanitary District #1
Attn: Lance Quale
2083 Williams Drive
Stoughton, WI 53589

Town of Vienna Sanitary District #1
Attn: Robert Pulvermacher
5270 Norway Grove Road
DeForest, WI 53532

Waunona Sanitary District #2
Attn: Terri Winans
3325 Thurber Avenue
Madison, WI 53714

Town of Windsor Sanitary District #1
Attn: Jeff Bartosiak
P.O. Box 473
Windsor, WI 53598

Town of Windsor Sanitary District #3
Attn: Vernon A. Roske
4542 STH 19
DeForest, WI 53532

Town of Windsor-Oak Springs Sewerage District
Attn: Peter Byfield
4534 South Hill Court
DeForest, WI 53532

Windsor-Hidden Springs Sewerage District
Attn: Ray Schields
P.O. Box 231
DeForest, WI 53532-0231

Lake Windsor Sanitary District
P.O. Box 411
Windsor, WI 53598



Department of Revenue
Office of the City Clerk

City-County Building, Room 103
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703-3342
PH: 608 266 4601
TDD: 608 266 6573
FAX: 608 266 4666

March 11, 2002

TO ALL ADDRESSEES ON ATTACHMENT 1:

PLEASE TAKE NOTICE, pursuant to § 66.0307(4)(a), Wis. Stats., that the City of Madison Common Council adopted Substitute Resolution No. 59205, ID No. 31153, at its regular meeting on March 5, 2002. Attached hereto for your reference is a copy of said Substitute Resolution authorizing the Mayor and City Clerk to execute an intergovernmental agreement between the City of Madison and the Town of Middleton regarding boundary changes and other urban growth and delivery of municipal service issues, pursuant to Sec. 66.0307, Wis. Stats., and authorizing participation of the City of Madison in the preparation of the cooperative plan for public hearing and submittal to the Wisconsin Department of Administration for approval.

If you have any questions about the resolution, the intergovernmental agreement or the approval process, please contact either Jim Voss or Kitty Noonan at the City Attorney's Office-(608) 266-4511.

Sincerely,

Ray Fisher
City Clerk

RF:jmv

Enclosures Resolution ID No. 31153
Attachment 1

Department of Transportation, District 1
Attn: Michael Rewey
2101 Wright Street
Madison, WI 53704-2583

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Great Lakes and Watershed Planning Section
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2120 Fish Hatchery Road
Madison, WI 53713

Town of Middleton
Attn: Jim Mueller, Administrator/Clerk
7820 Caribou Court
Verona, WI 53593

Town of Montrose
Attn: Gary Fritz, Clerk
642 Fritz Road
Belleville, WI 53508

Town of Springdale
Attn: Vicki Anderson, Clerk
2379 Town Hall Road
Mt. Horeb, WI 53572

Town of Springfield
Attn: Sherri Endres, Clerk
6157 CTH P
Dane, WI 53529

Town of Sun Prairie
Attn: Claudia Quick, Clerk
5556 Twin Lane Road
Marshall, WI 53559

Town of Verona
Attn: Rose M. Johnson, Clerk
335 N. Nine Mound Road
Madison, WI 53717

Town of Vienna
Attn: Robert Pulvermacher, Clerk
7161 CTH I
DeForest, WI 53532

Town of Westport
Attn: Thomas G. Wilson, Clerk
5387 Mary Lake Road
Waunakee, WI 53597

Town of Windsor
Attn: Cheryl L. Theis, Clerk
4084 Mueller Road
DeForest, WI 53532

SEWERAGE/SANITATION DISTRICTS

Town of Blooming Grove Sanitary District #10
Attn: Verlene Hendrix
1880 South Stoughton Road
Madison, WI 53716

Town of Burke/Token Creek Sanitary District
Attn: Jane Hoepker
5365 Reiner Road
Madison, WI 53718

Town of Dunn Sanitary District #1
Attn: Daniel C. Paltz
3022 Waubesa Avenue
Madison, WI 53711

Town of Dunn Sanitary District #3
Attn: John Lorimer
P.O. Box 104
McFarland, WI 53558

Town of Dunn Sanitary District #4
Attn: John Ong
4725 Nora Lane
Madison, WI 53711

Town of Dunn-Kegonsa Sanitary District
Attn: Robert Overbaugh
P.O. Box 486
Stoughton, WI 53589

Town of Madison/Oak Ridge Sanitary District
Attn: Donna Meier
2120 Fish Hatchery Road
Madison, WI 53713

Madison Metropolitan Sewerage District
Attn: Gary Sachs
1610 Moorland Road
Madison, WI 53713
222-1207, Ext. 265

Morrisonville Sewerage District #1
Attn: Kitty Repas
P.O. Box 97
Morrisonville, WI 53571

Town of Middleton Sanitary District #5
Attn: Jim Mueller
7555 Old Sauk Road
Verona, WI 53593

Pleasant Springs Sanitary District #1
Attn: Lance Quale
2083 Williams Drive
Stoughton, WI 53589

Town of Vienna Sanitary District #1
Attn: Robert Pulvermacher
5270 Norway Grove Road
DeForest, WI 53532

Waunona Sanitary District #2
Attn: Terri Winans
3325 Thurber Avenue
Madison, WI 53714

Town of Windsor Sanitary District #1
Attn: Jeff Bartosiak
P.O. Box 473
Windsor, WI 53598

Town of Windsor Sanitary District #3
Attn: Vernon A. Roske
4542 STH 19
DeForest, WI 53532

Town of Windsor-Oak Springs Sewerage District
Attn: Peter Byfield
4534 South Hill Court
DeForest, WI 53532

Windsor-Hidden Springs Sewerage District
Attn: Ray Schields
P.O. Box 231
DeForest, WI 53532-0231

Lake Windsor Sanitary District
P.O. Box 411
Windsor, WI 53598

City of Madison, Wisconsin

A SUBSTITUTE RESOLUTION _____

authorizing the Mayor and City Clerk to execute an intergovernmental agreement between the City of Madison and the Town of Middleton regarding boundary changes and other urban growth and delivery of municipal service issues, pursuant to an approved cooperative plan under Sec. 66.0307, Wis. Stats., and authorizing participation of the City of Madison in the preparation of the cooperative plan for public hearing and submittal to the Wisconsin Department of Administration for approval.

Presented February 5, 2002 "TITLE"
Referred Plan Commission, Board of Estimates,
Board of Public Works
Rereferred _____
Reported Back March 5, 2002
Adopted POF
Rules Susp. _____ Tabled _____
Public Hrg. _____

APPROVAL OF FISCAL NOTE BY THE
COMPTROLLER'S OFFICE IS NEEDED

Approved by:

Comptroller's Office

Drafted by: James M. Voss
Assistant City Attorney
Katherine C. Noonan
Assistant City Attorney

Date: March 5, 2002

RESOLUTION NO. 59205-
ID NO. 3153

Fiscal Note: The proposed agreement contains several provisions which would provide a more orderly process for the extension of urban services and annexation of town property during the next 40 years. Few are likely, however, to have significant budgetary impacts in the near future. The agreement would allow the City to levy special assessments against properties in the township payable when the properties are annexed to the City at a later date. The agreement would also provide a 5 year schedule of declining revenues to the township for any commercial property annexed to the City.

SPONSOR(S): Susan J. M. Bauman, Mayor

WHEREAS, in 1994, the City of Madison entered into an intergovernmental agreement with the Town of Middleton which established a north/south line generally along Pioneer Road between Blackhawk Road and the south town line. The two primary provisions in the agreement were that the Town agreed not to oppose annexations east of the line, and the City agreed not to exercise its extraterritorial jurisdiction over land divisions west of the line; and

WHEREAS, on September 20, 2001, a citizen group in the Town started a procedure to

incorporate the entire town into a village by publishing a notice of intent to circulate a petition seeking incorporation. The incorporators have up to six (6) months (until March 20, 2002) to circulate a petition and file it in Circuit Court. If the Circuit Court finds that basic requirements are met, the petition is forwarded to the Department of Administration for further review, public hearing and a final decision. The City opposes the proposed incorporation and has adopted a Substitute Resolution No. 58853, ID No. 30382, on November 6, 2001, indicating the willingness of the City to annex the Town territory designated in the petition; and

WHEREAS, City staff has met with attorneys representing the Town (not the incorporators) to discuss the incorporation effort, the 1994 agreement and the possibility of entering into a more permanent agreement which would address concerns which led to the incorporation effort. Although City staff believes that the current incorporation effort has little chance of succeeding, staff concluded that if the City is able to enter into a permanent boundary agreement with the Town which resulted in significant benefits for both the City and the Town, and avoided several years of incorporation and annexation battles, it would be in our mutual long-term best interests; and

WHEREAS, negotiations have resulted in the preparation of a draft intergovernmental agreement which has benefits for both the City and the Town—one which will establish clear long-term boundaries and expectations which would allow both units of government and all affected property owners and residents to move forward with long-range planning for the greater west side. The proposed agreement with the Town is intended to establish planning and development ground rules which would avoid some of the problems which have resulted in other areas where application of current State annexation laws has resulted in irregular and, in some cases, confusing boundaries between the City and adjoining townships; and

WHEREAS, the proposed intergovernmental agreement with the Town of Middleton contains the following major provisions:

1. The Town will not object to the annexation/attachment of land to the City by unanimous consent east of a boundary line running roughly along Pioneer Road and Meadow Road between Blackhawk Road and the south town line. With some exceptions, the City agrees to not annex/attach land against an owner's wishes. One of these exceptions may be lands that are included in an annexation petition signed, among others, by the Roman Catholic Diocese of Madison.
2. The Town agrees to allow the City to create "town islands" to bypass lands whose owners do not want to annex at this time. Creation of these town islands avoids the long peninsulas of town land along town roads which otherwise need to be created as adjoining lands are annexed/attached. The City agrees to annex/attach abutting roadways whenever possible. After 40 years, any remaining town islands or parcels of land east of the boundary line will be unilaterally attached to the City.
3. The Town agrees to allow the City to regulate all major development east of the line to ensure that land uses and development are consistent with the City's plans. The City agrees to exercise its best efforts to provide Town residents and property owners with notice of City land use hearings that affect nearby properties.

4. The City will allow owners of 5 acres of land or more to create one additional lot for the development of a single-family home without requiring that the property be annexed/attached immediately.
5. The Town will allow the City to levy special assessments against properties in the township for public improvements and utility extensions that benefit town properties. These assessments will be indexed for inflation of construction costs and payments of the assessments will begin when the properties are annexed/attached to the City.
6. The City and the Town agree to establish a transition area ¼ mile either side of Pioneer Road. The type and density of development within this area will ensure that the development of local roads are coordinated east and west of Pioneer Road, the density of development is compatible from one side to the other, and that a well landscaped buffer occurs both east and west of Pioneer Road so that there is a clear and regular boundary. Development is limited to residential uses at densities of 4-units per net acre and to governmental uses within the transition area.
7. As an incentive for existing Town property owners with failing septic systems and wells to invest in City services rather than in replacement septic systems and wells, the City will allow connection to available sewer and water service, conditioned upon agreement that the property owners' land will be annexed/attached within 5 years.
8. The City agrees not to annex land west of the boundary line except by 2/3 permission of the Town Board.
9. When the City annexes/attaches commercial property, the City will pay the Town a share of the tax revenues from the property (based on the Town's tax rate in the year of attachment) for 5 years on a 50-10% declining scale.
10. If the incorporation petition is filed with Circuit Court, the City retains the right to void this proposed agreement.
11. The Town and the City agree to fully cooperate and participate in the preparation of a cooperative plan that incorporates the foregoing provisions and shall seek approval thereof under § 66.0307, Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to § 66.0301, Wis. Stats., the Mayor and City Clerk are hereby authorized to enter into a new intergovernmental agreement with the Town of Middleton which contains the above major provisions, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Common Council of the City of Madison hereby authorizes the City and all necessary staff to participate in the preparation of a cooperative plan which contains all of the applicable provisions set forth in the said intergovernmental agreement, and any further provisions deemed necessary by Town and City attorneys, under § 66.0307, Wis. Stats.

BE IT FURTHER RESOLVED that the City Clerk shall provide notice of this resolution as required under § 66.0307(4)(a), Wis. Stats., and shall work with the Town Clerk/Administrator to schedule and notice a joint public hearing on the proposed plan under sub. (4)(b), thereof.

This is to certify that the foregoing resolution
was adopted by the Common Council of the
City of Madison, Wisconsin at a meeting held
on the 5th day of March, 20 02

Ray Fisher
City Clerk

AFFIDAVIT OF JIM MUELLER

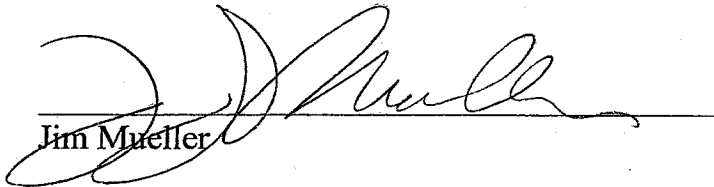
STATE OF WISCONSIN

COUNTY OF DANE


I, Jim Mueller, being first duly sworn, state as follows:

1. I am the Administrator/Clerk for the Town of Middleton, Dane County, Wisconsin.

2. On March 11, 2003, I mailed the attached Resolution 2002-1 "A Resolution Approving An Intergovernmental Agreement With the City of Madison and Authorizing Preparation of a Cooperative Plan with the City of Madison" to all of the persons on the attached list as the Notice of Initiation of a Cooperative Boundary Agreement.


Jim Mueller

Subscribed and sworn to before me
this 28th 28th day of August, 2003.


Notary Public, State of Wisconsin
My commission expires: 1-28-07.

RESOLUTION 2002-1

TOWN OF MIDDLETON
DANE COUNTY, WISCONSIN

A RESOLUTION APPROVING
AN INTERGOVERNMENTAL AGREEMENT
WITH THE CITY OF MADISON AND AUTHORIZING
PREPARATION OF A COOPERATIVE PLAN
WITH THE CITY OF MADISON

Recitals:

- A. In 1994, the Town of Middleton and the City of Madison entered into an agreement which established a line generally along Pioneer Road between Blackhawk Road and the South Town Line and provided that the Town would not oppose annexations east of the line and the City would not exercise extraterritorial jurisdiction west of the line.
- B. On September 20, 2001, a citizen group published notice of intent to circulate a petition to incorporate the Town as a village.
- C. Thereafter, representatives of the Town and the City met on numerous occasions to negotiate a new intergovernmental agreement. A copy of the new agreement ("Agreement") they negotiated is attached.
- D. The Town Board find the Agreement to be in the public interest.

Resolution:

THEREFORE, the Town Board of the Town of Middleton, Dane County, Wisconsin do RESOLVE as follows:

1. The attached Intergovernmental Agreement is approved.
2. Attorneys for the Town are authorized to make such minor changes as they deem necessary to edit or clarify the Agreement without changing its substance.

3. The Town Chairperson and Town Clerk are authorized to sign the Agreement on behalf of the Town.
4. Participation in the preparation of a cooperative plan with the City of Madison is authorized as provided in the attached Agreement and in accordance with sec. 66.0307, Wis. Stats.
5. The Town Clerk is directed to give notice of this Resolution as provided in sec. 66.0307(4)(a), Wis. Stats.
6. The Town Clerk is further directed to work with City representatives to schedule a public hearing as provided in sec. 66.0307(4)(b), Wis. Stats., at the earliest convenient time.

This Resolution was duly adopted at a meeting held on March 5, 2002.

APPROVED

BY: Milo Breunig
Milo Breunig, Town Chairperson

ATTEST:

BY: Jim Mueller
Jim Mueller, Town Administrator/Clerk

ATTACHMENT 1

Department of Transportation, District 1
Attn: Michael Rewey
P.O. Box 7910
Madison, WI 53707-7910

Department of Administration
Municipal Boundary Review
Attn: George Hall
P.O. Box 1645
Madison, WI 53701-1645

Belleville School District
Attn: Randy Freese, Administrator
25 West Church Street
Belleville, WI 53508

Madison Metropolitan School District
Attn: Art Rainwater, Superintendent
15 W. Dayton Street
Madison, WI 53703-1967

Middleton-Cross Plains School District
Attn: William Reis, Superintendent
106 South Avenue
Middleton, WI 53562

Megongish School District
Attn: Linda K. Barrows, Superintendent
100 North Main Street
Megongish, WI 53575

Monona Area School District
Attn: William Conzemius, Superintendent
100 North Main Street
Monona, WI 53593

City of Fitchburg
Attn: Karen A. Peters, Clerk
120 Lacy Road
Fitchburg, WI 53711

Dane County Clerk
Attn: Joseph T. Paris
Room 112, City-County Building
200 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3342

City of Sun Prairie
Attn: I. Hermann-Brown, Clerk
100 E. Main Street
Sun Prairie, WI 53590

Wisconsin Dept. of Natural Res.
Great Lakes and Watershed Planning Section
Attn: Mr. Charles R. Ledin, Chief
P.O. Box 7921
Madison, WI 53707-7921

Dane County Regional Planning Commission
Attn: Mr. William Lane, Director
30 West Mifflin Street, Suite 402
Madison, WI 53703-2558

Deerfield Community School District
Attn: Ruthann Faber, Superintendent
300 Simonson Blvd.
Deerfield, WI 53531

Marshall School District
Attn: David Schuler, Administrator
P.O. Box 76
Marshall, WI 53559

Monona Grove School District
Attn: Gary Schumacher, Superintendent
5301 Monona Drive
Monona, WI 53716

Stoughton Area School District
Attn: Myron Palomba, Superintendent
320 North Street
Stoughton, WI 53589

Waunakee Community School District
Attn: Gene Hamele, Superintendent
101 School Drive
Waunakee, WI 53597

City of Madison
Attn: Ray Fisher, Clerk
Room 103, City-County Building
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

City of Middleton
Attn: Timothy R. Studer, Clerk
7426 Hubbard Avenue
Middleton, WI 53562

City of Verona
Attn: JoAnn M. Wainwright, Clerk
P.O. Box 930188
Verona, WI 53593-0188

Department of Agriculture, Trade and
Consumer Protection
Attn: Mr. Keith Foye, Chief
P.O. Box 8911
Madison, WI 53708-8911

Dane County Zoning and Natural Resources
Committee
Room 116, City-County Building
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3342

DeForest Area School District
Attn: John Bales, Administrator
520 East Holm Street
DeForest, WI 53532

McFarland School District
Attn: Kenneth V. Brittingham, Administrator
5101 Farwell Street
McFarland, WI 53558

Mount Horeb Area School District
Attn: Dr. Wayne R. Anderson, Superintendent
P.O. Box 87
Mt. Horeb, WI 53572

Sun Prairie Area School District
Attn: Tim R. Culver, Superintendent
501 South Bird Street
Sun Prairie, WI 53590

Madison Area Technical College
Attn: Beverly Simone, President
3550 Anderson Street
Madison, WI 53704

City of Madison Engineering
Attn: Larry Nelson
210 MLK, Jr. Blvd., Room 115
Madison, WI 53703

City of Monona
Attn: David L. Berner, Clerk/Deputy
Treasurer
5211 Schluter Road
Monona, WI 53716-2598

Village of Belleville
Attn: Kathleen Bainbridge
24 W. Main Street
Belleville, WI 53508

✓ Village of Brooklyn
Attn: Carol French
102 N. Rutland Avenue
Brooklyn, WI 53521

✓ Village of Cottage Grove
Attn: Rebecca A. Reilly, Clerk
221 E. Cottage Grove Road
Cottage Grove, WI 53527

✓ Village of Cross Plains
Attn: Janet Klock, Clerk
2417 Brewery Road
Cross Plains, WI 53528

Village of DeForest
Carol Millard, Clerk
306 DeForest Street
DeForest, WI 53532

✓ Village of Maple Bluff
Attn: Sandra L. Wilke, Clerk
18 Oxford Place
Madison, WI 53704

✓ Village of Marshall
Attn: Sue Peck, Clerk/Treasurer
130 S. Pardee, Box 45
Marshall, WI 53559

Village of McFarland
Attn: Don Peterson,
Administrator/Clerk/Treasurer
P.O. Box 110
McFarland, WI 53558-0110

✓ Village of Mount Horeb
Attn: Cheryl J. Sutter, Clerk
138 E. Main Street
Mt. Horeb, WI 53572

✓ Village of Oregon
Attn: Georgia Johnson
117 Spring Street
Oregon, WI 53575

Village of Shorewood Hills
Attn: Jennifer W. Anderson, Clerk
10 Shorewood Blvd.
Madison, WI 53705

✓ Village of Waunakee
Attn: Julee Helt, Clerk
500 W. Main Street
Waunakee, WI 53597

✓ Town of Berry
Attn: Brenda Kahl, Clerk/Treasurer
9046 State Road 19
Mazomanie, WI 53560

Town of Blooming Grove
Attn: Audrey Rue, Clerk
880 S. Stoughton Road
Madison, WI 53716

✓ Town of Bristol
Attn: Kay Ringelstetter
7747 CTH N
Sun Prairie, WI 53590

✓ Town of Cottage Grove
Attn: Penny Ericson, Clerk
4058 CTH N
Cottage Grove, WI 53527

Town of Cross Plains
Attn: Ann E. Walden, Clerk
204 CTH P
Cross Plains, WI 53528

✓ Town of Dunn
Attn: Rosalind I. Gausman
4156 CTH B
McFarland, WI 53558

✓ Town of Madison
Attn: Donna L. Meier, Clerk
2120 Fish Hatchery Road
Madison, WI 53713

Town of Middleton
Attn: Jim Mueller, Administrator/Clerk
555 W. Old Sauk Road
Monona, WI 53593

✓ Town of Montrose
Attn: Gary Fritz, Clerk
642 Fritz Road
Belleville, WI 53508

✓ Town of Oregon
Attn: Ruth Klahn
1138 Union Road
Oregon, WI 53575

Town of Rutland
Attn: Dawn George
177 Old Stage Road
Brooklyn, WI 53521

✓ Town of Springdale
Attn: Vicki Anderson, Clerk
2379 Town Hall Road
Mt. Horeb, WI 53572

✓ Town of Springfield
Attn: Sherri Endres, Clerk
6157 CTH P
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Attn: Robert Pulvermacher, Clerk
7161 CTH I
DeForest, WI 53532

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387 Mary Lake Road
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✓ Kegonsa Sanitary District
Attn: Cindy Lehr/Edwin Arnold
3220 Aalseth Lane
Stoughton, WI 53589-3208

✓ Town of Windsor
Attn: Cheryl L. Theis, Clerk
4084 Mueller Road
DeForest, WI 53532

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Sanitary/Sewer District
346 State Road 19
Wausau, WI 53560

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1138 Union Road
Oregon, WI 53575

✓ Town of Middleton Sanitary/Sewer District
26 Hubbard Avenue
Middleton, WI 53562

✓ City of Fitchburg Sanitary District
Attn: Paul Woodward
5520 Lacy Road
Fitchburg, WI 53711

✓ City of Verona
Sanitary/Sewer District
P.O. Box 930188
Verona, WI 53593

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Sun Prairie, WI 53559

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Sanitary/Sewer District
2417 Brewery Road
Cross Plains, WI 53528

Village of Dane
Sanitary/Sewer District
P.O. Box 168
Dane, WI 53529

✓ Village of DeForest
Sanitary/Sewer District
P.O. Box 510
DeForest, WI 53532

✓ Village of Marshall
Sanitary/Sewer District
130 S. Pardee Box 45
Marshall, WI 53559

Village of McFarland
Sanitary/Sewer District
P.O. Box 110
McFarland, WI 53558

✓ Village of Mt. Horeb
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138 E. Main Street
Mt. Horeb, WI 53572

✓ Village of Oregon
Sanitary/Sewer District
117 Spring Street
Oregon, WI 53575

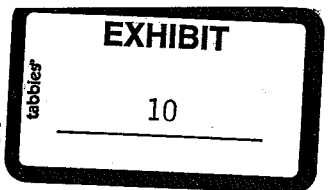
Village of Shorewood Hills
Sanitary/Sewer District
10 Shorewood Blvd.
Madison, WI 53705

✓ Town of Dunn
Sanitary/Sewer District
4156 CTH B
McFarland, WI 53558

✓ Village of Maple Bluff
Sanitary/Sewer District
18 Oxford Place
Madison, WI 53704

Village of Waunakee
Sanitary/Sewer District
P.O. Box 100
Waunakee, WI 53597

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STATE OF WISCONSIN }
Dane County }

ss.

Ellen F. Cox

being duly sworn, doth depose and say that
he (she) is an authorized representative of
Capital Newspapers, publishers of

The Capital Times,

a newspaper, at Madison, the seat of government of said State,
and that an advertisement of which the annexed is a true
copy, taken from said paper, was published therein on

July 9th, 2003

July 16th, 2003

July 23rd, 2003

(Signed)

Ellen F. Cox

(Title)

Principal Clerk

Subscribed and sworn to before me on

7-28-03

C. J. Pummer

Notary Public, Dane County, Wisconsin

My Commission expires June 17th, 2007

NOTICE OF JOINT PUBLIC HEARING REGARDING TOWN OF MIDDLETON AND CITY OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

Notice is hereby given that the City of Madison and Town of Middleton will hold a joint public hearing in the Town of Middleton, Town Hall, 7555 W. Old Sauk Road, Town of Middleton, Wisconsin, on Wednesday, July 30, 2003, at 6:30 p.m., regarding the proposed Cooperative Boundary Plan ("Plan") between the Town of Middleton and the City of Madison. The Plan and related maps and exhibits will be available for inspection before the hearing beginning at 6:00 p.m.

At the hearing, all interested persons will be given an opportunity to comment on the Plan. To allow all interested persons an opportunity to be heard, each person will be permitted to speak only once for not more than five minutes. Written comments will also be accepted at the hearing. You may also submit comments in writing by delivering them to either the City Clerk or the Town Clerk at the address specified below for receipt no later than August 19, 2003. The Plan may be viewed at all branches of the Madison Public Library and at the following locations during regular business hours:

City of Madison

City Clerk
Room 113, City-County Building
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

City Department of Planning & Development

Room LL-100, Municipal Building
215 Martin Luther King, Jr. Blvd.
Madison, WI 53703

Town of Middleton

Town Hall
7555 W. Old Sauk Road
Verona, WI 53593

The Plan will also be available on the Internet at: <http://www.cityofmadison.com>

The Plan affects all of the Town of Middleton.

If you need an interpreter, materials in alternate formats or other accommodations, please contact the City Clerk or Town Clerk. Please do so 48 hours prior to the Hearing, so that proper arrangements can be made.

Dated this 3rd day of July, 2003.

David Cieslewicz, City of Madison Mayor
Milo Breunig, Town of Middleton Chairperson
PUB. TCT: July 9, 16 and 23, 2003



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STATE OF WISCONSIN

Dane County

ss.

Ellen F. Cox

being duly sworn, doth depose and say that
he (she) is an authorized representative of
Capital Newspapers, publishers of

Wisconsin State Journal,

a newspaper, at Madison, the seat of government of said State,
and that an advertisement of which the annexed is a true
copy, taken from said paper, was published therein on

July 9th, 2003

July 16th, 2003

July 23rd, 2003

(Signed)

Ellen F. Cox

(Title)

Principal Clerk

Subscribed and sworn to before me on

7-28-03

C. H. Pummer

Notary Public, Dane County, Wisconsin

My Commission expires June 17th, 2007

**NOTICE OF JOINT PUBLIC HEARING
REGARDING TOWN OF MIDDLETON
AND CITY OF MADISON
PROPOSED COOPERATIVE
BOUNDARY PLAN**

Notice is hereby given that the City of Madison and Town of Middleton will hold a joint public hearing in the Town of Middleton Town Hall, 7555 W. Old Sauk Road, Town of Middleton, Wisconsin, on Wednesday, July 30, 2003, at 6:30 p.m., regarding the proposed Cooperative Boundary Plan ("Plan") between the Town of Middleton and the City of Madison. The Plan and related maps and exhibits will be available for inspection before the hearing beginning at 6:00 p.m.

At the hearing, all interested persons will be given an opportunity to comment on the Plan. To allow all interested persons an opportunity to be heard, each person will be permitted to speak only once for not more than five minutes. Written comments will also be accepted at the hearing. You may also submit comments in writing by delivering them to either the City Clerk or the Town Clerk at the address specified below for receipt no later than August 19, 2003. The Plan may be viewed at all branches of the Madison Public Library and at the following locations during regular business hours:

City of Madison

City Clerk

Room 113, City-County Building

210 Martin Luther King, Jr. Blvd.

Madison, WI 53703

City Department of Planning & Development

Room LL-100, Municipal Building

215 Martin Luther King, Jr. Blvd.

Madison, WI 53703

Town of Middleton

Town Hall

7555 W. Old Sauk Road

Verona, WI 53593

The Plan will also be available on the Internet at: <http://www.cityofmadison.com>

The Plan affects all of the Town of Middleton.

If you need an interpreter, materials in alternate formats or other accommodations, please contact the City Clerk or Town Clerk. Please do so 48 hours prior to the hearing, so that proper arrangements can be made.

Dated this 3rd day of July, 2003.

David Cieslewicz, City of Madison Mayor

Milo Breunig, Town of Middleton Chairperson

PUB. WSJ; July 9, 16 and 23, 2003



Exhibit 11

Attached as part of this Exhibit 11 to the Final Cooperative Plan are the comments received at the July 30, 2003 Joint Public Hearing on the Proposed Plan and a copy of the written comments received by the City and Town within 20 days after the Joint Public Hearing. The attachments are as follows:

1. Joint Public Hearing registration slips.
2. Corrected Joint Public Hearing Transcript--July 30, 2003.
3. Dane County Regional Planning Commission letter dated August 1, 2003.

All of the comments support the Plan. The Dane County Regional Planning Commission ("DCRPC") recommended three revisions to the text of the Proposed Plan. The Final Plan contains three minor text revisions that respond to the suggestions of the DCRPC letter. They are found, respectively, in:

- Section 10, page 11--the final paragraph in this section is new, in response to the first DCRPC suggested revision.
- Section 16, page 20--the first paragraph of the Water Quality Impacts discussion is modified by replacing the final sentence of the Proposed Plan text with two sentences in the Final Plan, in response to the second DCRPC suggested revision.
- Section 19, page 26--Item 4 is added to the list of Regional Plans under sub. C, in response to the third DCRPC suggested revision.

The only other substantive change of any significance from the Proposed Plan to the Final Plan is the addition of a Blackhawk Road right-of-way segment (Annexation Description Area No. 16) to Exhibit 6, to be attached to the City from the Town, effective January 1 following approval of this Plan by the State DOA, in accordance with Section 11.03 of the Plan. This road segment addition is consistent with the desires of the Town and City to attach to the City any Town road segments that primarily serve new City development. Most of these roads had remained in the Town under prior annexations mainly for the purpose of providing connections to properties not annexing at that time to avoid creation of town islands.

PUBLIC COMMENT ON TOWN OF MIDDLETON-CITY OF MADISON
JOINT COOPERATIVE PLAN

Name: DANIEL VAN NORMAN
Address: 3735 SEQUOIA TRAIL

I wish to speak.

I do not wish to speak.

Comments:

New in Community - interested in event.

PUBLIC COMMENT ON TOWN OF MIDDLETON-CITY OF MADISON
JOINT COOPERATIVE PLAN

Name: James J. Mueller
Address: 7820 Caribou Ct
VERONA WI 53593

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF MIDDLETON-CITY OF MADISON
JOINT COOPERATIVE PLAN

Name: Kent Carlson
Address: 7210 Valleyview Rd.
Verona, WI 53593

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF MIDDLETON-CITY OF MADISON
JOINT COOPERATIVE PLAN

Name: Tom Smiley
Address: Dane Co. RPC

I wish to speak.

I do not wish to speak.

Comments: RPC will review Cooperative Plan 7/31/05.

PUBLIC COMMENT ON TOWN OF MIDDLETON-CITY OF MADISON
JOINT COOPERATIVE PLAN

Name: Carol Schiller

Address: _____

I wish to speak.

I do not wish to speak.

Comments:

~~By Stenograph~~

Corrected by ACA James M. Voss

1 MR. RICHARD YDE: It's after 6:30 so I
2 think we'll call it to order. My name is Richard Yde. I'm a
3 lawyer with the government law team at the Madison law firm
4 of Stanford & Rosenbaum, and one of the Town's attorneys
5 related to this plan that we're here to talk about this
6 evening.

7 The plan for this evening is that I will give a
8 brief history of how we got to this point and then we will
9 take public comments and then go on from there. Ultimately
10 the Town Board and City Council will take those comments into
11 consideration and possibly modify the plan before deciding
12 whether or not to finally approve the plan and send it on to
13 the State for approval.

14 So the history starts -- I think in 1994 with an
15 agreement between the Town and the City with a 60-year
16 agreement in which the City was free to annex east of the
17 line generally along Pioneer Road without the Town opposing
18 adding such annexations, and the City agreeing not to
19 interfere with town subdivision control west of that same
20 line.

21 In 2001 the certain citizens of the Town started an
22 effort to incorporate the Town, and the town board hired
23 special counsel, namely our firm, to assist the Town in
24 evaluating the incorporation. At that time we commenced
25 negotiations with the City of Madison over an

1 intergovernmental agreement to provide for permanent boundary
2 or close to permanent boundary between the City and the Town.

3 The negotiators for the Town were Richard Nording
4 from our firm and Tom Voss, the Town's regular attorney,
5 sitting right here, as well as me. And the negotiators for
6 the City were Jim Voss and Kitty Noonan from the City
7 Attorney's office, Jim's here this evening, and Brad Murphy
8 from the City's planning office.

9 Those negotiations led to an intergovernmental
10 agreement on March 28 of 2002 and provisions of that
11 intergovernmental agreement were essentially that, or
12 resulted of that intergovernmental agreement where the
13 incorporators terminated their attempts to incorporate the
14 Town, and the agreement provides, without going into all the
15 details, for a long-term boundary between the City and the
16 Town generally along Pioneer Road again but a little farther
17 east at the north and south ends of that boundary.

18 The agreement only covered the areas south of Black
19 Hawk Road because there's a separate agreement between the
20 City of Madison and City of Middleton governing that the City
21 wouldn't go north of Black Hawk Road; I think that's correct,
22 isn't it Jim?

23 MR. JAMES VOSS: That's right.

24 MR. RICHARD YDE: The City can annex
25 lands east of the line, but they cannot annex areas west of

By Stenograph

1 the line. No annexations will occur without property owner's
2 consent. It provides for transition area along the boundary
3 line, revenue sharing when commercial property is annexed,
4 and after 40 years all of the land east of that boundary line
5 will come into the city of Madison.

6 Since March 28 of 2002, the City and the Town have
7 been working on incorporating that intergovernmental
8 agreement into a joint cooperative plan. The reason for
9 doing so is to make certain the plan is, or the agreement is
10 enforceable in all its aspects, particularly with respect to
11 annexation.

12 The plan has been available for public inspection
13 for three or four weeks now in the Town Clerk's office as
14 well as the City Clerk's office and City libraries and also
15 on-line and the City of Madison's website at
16 www.cityofmadison.com. And if you want to go directly to the
17 plan, it's [/cptm.html](#). Probably easier just to go to the
18 website and click on the appropriate place to get there.

19 Where was I? As well as the plan primarily
20 incorporates the terms of the intergovernmental agreement,
21 but there are a couple of additional items in there. One is
22 the City is required to take responsibility for certain roads
23 and cemeteries adjacent to City lands. Another is that there
24 are additional restrictions on signs east of the boundary
25 line and third is that there are some -- it provides for

By Stenograph

1 additional ^{co}operation on storm water management in the
2 areas that will ultimately flow into the city.

3 The purpose of tonight's hearing is to take public
4 comments on the plan. If you want to comment and you have
5 not already done so, you should fill out one of the forms
6 over here by the door, and we will call on you to speak in
7 just a minute or two. In addition, comments can be submitted
8 in writing, either tonight or prior to August 19 at 4:30 p.m.
9 they have to be received by August 19 at 4:30 p.m. in order
10 to be certain that they will be considered.

11 The future steps, where we go from here, as I said
12 before, the ~~T~~own ~~B~~oard and ~~C~~ity ~~C~~ouncil will have to consider
13 all of the comments received here tonight or received in
14 writing after tonight's meeting and possibly modify the plan
15 based on those comments. Then at least 30 days after
16 tonight's meeting, the ~~C~~ommon ~~C~~ouncil of the City and the
17 ~~T~~own ~~B~~oard for the Town can then adopt resolutions finally
18 approving the final version of that ^{co}operative plan. And
19 at least 60 days from tonight we can submit that plan to the
20 State for approval. With the final approval by the State
21 Department of Administration, the plan will then be
22 effective.

23 With that brief summary, we will now take any
24 comments that anyone may have on the plan. And I don't --
25 Jim, have we got any forms filled out?

Corrected
JM Vo
8/19/1

MUELLER

1 MR. JAMES VOSS: No forms have been
2 submitted.

3 MR. RICHARD YDE: Okay. We'll still give
4 you a chance, and given the small number of people here, I
5 think we won't even hold you to the five minutes that we
6 specify in the notice for the hearing.

7 So, if anyone wants to speak, now is your
8 opportunity. And I think we will, before closing the
9 hearing, will wait a little while. Maybe give people ten
10 more minutes to see if anybody else is going to show up
11 before we close the hearing. Anything to add Jim or Tom?

12 MR. JAMES VOSS: Even though the public
13 hearing may close, they still have a future opportunity here
14 over this next time period.

15 MR. RICHARD YDE: Right. You can submit
16 comments to either the City Clerk or the Town Clerk as long
17 as they are received by August 19. Twenty days from today.

18 I might mention that this hearing will be available
19 on television, City Channel 12, on August 10 at 8:00 p.m.
20 August 13 at 2:00 p.m. August 16 at 8:00 p.m. August 22 at
21 8:00 p.m. and August 30 at 12:00. But unless we get
22 somebody showing up here to speak, there won't be much to
23 watch.

24 I think we will wait until about ten to 7:00 and
25 then if we still don't have anybody who wants to speak, we'll

By Stenograph

1 close the hearing.

2 MR. JAMES MUELLER: My name is Jim
3 Mueller, I'm the Administrator and the Clerk for the Town of
4 Middleton, and we don't have any other speakers tonight so
5 far, but I think that's evidence of a job very well done.

6 The Town Board did notify everybody prior to the
7 adoption of the agreement back in March of 2002, and the
8 implementation plan that we have the hearing on tonight is
9 supposed to implement that plan and apparently, our attorneys
10 for the Town and for the City have done an excellent job of
11 drafting this implementation plan because from my reading, it
12 truly does capture the intent of our March 2002 agreement.

13 The major addition to that, as far as I could see,
14 was the City taking over those road segments and the
15 cemeteries that are completely surrounded by the City and
16 that's appropriate from the public safety standpoint for
17 police and fire protection in those cases. Also it helps the
18 public greatly because the City can proceed with upgrading
19 the roads that are being used very extensively by residents
20 in the City.

21 The Town had been reluctant to improve those roads
22 because the traffic was from the City being generated, and
23 now we can go ahead and those roads will be improved and
24 again the public safety will be increased.

25 So again I think the fact that no one wants to

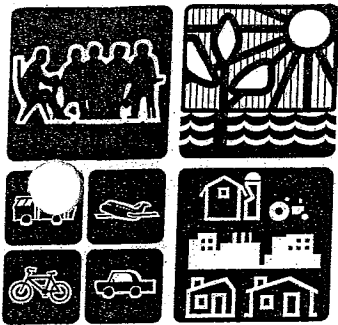
By Stenograph

1 speak is evidence of a job well done. Thank you.

2 MR. RICHARD YDE: Thank you.

3 At the suggestion of Jim Voss from the City
4 Attorney's office, I'm announcing that the broadcast dates I
5 read earlier are planned broadcast dates. Without any
6 comments, I suspect that Channel 12 may not follow through on
7 all those broadcasts.

8 But it's now ten to 7:00 or a little less than ten
9 to 7:00. This is again your last chance to speak tonight on
10 this plan if you want to speak. And seeing no volunteers for
11 that purpose, I declare this hearing closed. Thank you.



Dane County Regional Planning Commission

30 West Mifflin Street, Suite 402, Madison, Wisconsin 53703-2558
Telephone: 608/266-4137 Fax: 608/266-9117 E-Mail: info@danecorpc.org

August 1, 2003

TO: David Cieslewicz, Mayor, City of Madison
Milo Breunig, Chair, Town of Middleton

RE: Proposed City of Madison and Town of Middleton Cooperative Plan

Dear Messrs. Cieslewicz and Breunig:

We have received your notice and reviewed your Cooperative Plan. We find that it is well-written, comprehensive, and cooperatively prepared as an intergovernmental document. We recognize the difficult and sensitivity of this proposal and congratulate you on reaching agreement.

We have had our staff review the Plan (attached Staff Review) and concur in their finding that the proposed Cooperative Plan is consistent with the *Dane County Land Use and Transportation Plan*.

We also concur that in our staff's suggestions, you consider the following corrections:

1. Acknowledge the role of the RPC in extension of sewer service and potentially establishing Limited Service Areas as existing development transitions from on-site systems to public sewer service.
2. Acknowledge the potentially significant impact to the headwaters of the Black Earth Creek and the Sugar River.
3. Note the Dane County Water Quality Management Plan as one of the important regional plans.

We thank you for the opportunity to review the Cooperative Plan and pledge our support as you proceed with implementation.

Sincerely,


Ken Golden, Chair
Dane County Regional Planning Commission

KG:TLS:cw

Attachment

cc: James M. Voss, Attorney, City of Madison
Brad Murphy, City of Madison Department of Planning & Development
Jim Mueller, Administrator/Clerk, Town of Middleton
Todd Violante, Acting Director, Dane County Planning Development
George Hall, Department of Administration, State of Wisconsin

RPC

Proposed City of Madison and Town of Middleton Cooperative Plan

RPC Staff Review

The RPC has received notification of the Proposed Cooperative Plan and a joint public hearing is scheduled for July 3, 2003 at the Middleton Town Hall.

On March 28, 2002, the City and Town entered into a preliminary Intergovernmental Agreement under authority of Section 66.0301, Wisconsin Statutes, to provide the basic foundation for the Cooperative Plan. The agreement notes that the City and Town entered into an Intergovernmental Agreement in 1994. That agreement recognized the City's right to annex east of a certain line without Town opposition and the Town's right to be free from the City's extraterritorial jurisdiction west of that line. The 2002 Intergovernmental Agreement states the desires of the City and Town and their mutual desire that a Transition Area be established so that the eventual City-Town border is well-planned, with compatible development on both sides.

The RPC staff has reviewed the proposed Cooperative Plan and has the following comments addressing subject areas as provided in Section 66.0307, Wisconsin Statutes:

1. General Comment

The RPC staff finds the proposed Cooperative Plan to be well-written and thorough, covering a wide variety of legal, political and complex intergovernmental planning issues.

The Plan appears to be reasonably consistent with adopted regional plans.

The territory subject to the cooperative plan is all of the current Town territory. However, the territory principally affected by this Plan is the Transition Area and/or the Boundary Adjustment Area of the Town, described in Section 5 and illustrated in Exhibit 1 — Boundary Line and Boundary Adjustment Area.

2. Effects on the Master Plan (*Dane County Land Use and Transportation Plan*)

In assessing the effects on the Regional Plan, we have reviewed the Proposed Plan using the *Dane County Land Use and Transportation Plan* Goals and Achievement Checklist.

- A. Of the 11 goals, there are 10 which have neutral or offsetting effects. While many supportive strategies are proposed in the Boundary Adjustment Area, the plans for the low density residential area west of the Boundary Line cannot be rationalized as supportive of the Regional Plan Goals (See Section 1 — Housing Needs in second paragraph, page 22).
- B. The goal with some conflict is protecting agricultural lands. There is no provision for protecting agricultural land expressed in the Cooperative Plan.

3. Delivery of Municipal Services

- A. There is a commitment to orderly urban growth in the Boundary Adjustment area, which is proposed to be served by a full range of urban services as it is developed.
- B. At Section 10 on page 10 in the last two paragraphs, there is a discussion of the transition from on-site septic systems to public sewer service. The discussion notes that officials of the Madison Metropolitan Sewerage District have been contacted to review the procedure annexing territory to the MMSD for sewer service.

We note the procedure for public sewer service implies limited service such as sewer and/or water, which would probably require the establishment of a Limited Service

Area under provisions of the *Dane County Land Use and Transportation Plan*. To establish a Limited Service Area or expand an Urban Service Area, the RPC must hold a public hearing and amend the plan as the designated water quality agency (or designated successor agency).

4. Other Comments

- A. On pages 19 and 20, there is a discussion of Water Quality Impacts and monitoring of well-pumping. It concludes with the statement: "Few water quality impacts are anticipated related to the provision of municipal water service to the area." We disagree with this statement.

There is a potentially significant impact to the headwaters of the Black Earth Creek and the Sugar River (both trout streams). Necessary measures need to be taken to mitigate these impacts, such as aggressive infiltration, minimizing withdrawals, and pumping more water from wells located closer to the Yahara Lakes.

- B. Regional Plans are listed in section 19 C. on page 25; however, the *Dane County Water Quality Management Plan* is omitted from the list. We note that the *Water Quality Plan* is referenced in other sections of the Cooperative Plan, and should be listed here as well.

Dane County Land Use and Transportation Plan Goals Achievement Checklist

Goals	Strongly Conflicts	Conflicts	Neutral or Offsetting Effects	Supports	Strongly Supports
Promote balanced communities with a mix of development			X		
Promote compact urban development			X		
Promote distinct communities, mixed-use neighborhoods, with a full range of public services			X		
Provide a full range of safe and affordable housing choices			X		
Provide an integrated all-mode transportation system			X		
Concentrate employment and activity centers along transit corridors			X		
Maintain Downtown Madison as region's major activity center			X		
Provide employment opportunities and a diverse economic base			X		
Protect agricultural lands by limiting non-farm development in agricultural areas		X			
Protect environmental, cultural and historic resources			X		
Develop a system of open space corridors to preserve environmental functions, scenic value, and recreational opportunities			X		

Proposal: Cooperative Plan — City of Madison, Town of Middleton

CITY OF MADISON, WISCONSIN

A RESOLUTION _____

Resolution adopting the final version of the City of Madison and Town of Middleton Cooperative Plan Under Section 66.0307, Wisconsin Statutes, authorizing the Mayor and City Clerk to execute the Plan and directing the City Attorney to submit the Plan to the State of Wisconsin Department of Administration for approval.

PRESENTED September 2, 2003
REFERRED Plan Commission,
Board of Estimates, Comptroller and
CC Mtg. of 9-16-03
REREFERRED _____

REPORTED BACK SEP 16 2003

Drafted by: James M. Voss
Assistant City Attorney

ADOPTED POF _____
RULES SUSPENDED _____
PUBLIC HEARING _____

Date: August 27, 2003

Fiscal Note: See Fiscal Note below.

APPROVAL OF FISCAL NOTE IS NEEDED
BY THE COMPTROLLER'S OFFICE
Approved By

Comptroller's Office

RESOLUTION NUMBER 60882 -
ID NUMBER 34647

SPONSOR: Mayor David J. Cieslewicz

WHEREAS, Sec. 66.0307, Wis. Stats., authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative boundary plan by the State Department of Administration; and

WHEREAS, on March 5, 2002, the Town of Middleton and City of Madison adopted resolutions authorizing participation in the preparation of a cooperative plan pursuant to said statute and approved an intergovernmental agreement pursuant to Sec. 66.0301, Wis. Stats., to provide the basic foundation of the proposed cooperative plan; and

WHEREAS, on March 28, 2002, the municipalities executed the Intergovernmental Agreement; have subsequently drafted the proposed City of Madison and Town of Middleton Cooperative Plan, dated July 9, 2003; have held a joint public hearing thereon on July 30, 2003, to solicit input on the proposed Plan, in accordance with Sec. 66.0307(4)(b), Wis. Stats., and all public comments received have been considered in the preparation of the final version of the Plan. (See attached Report of City Attorney)

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Madison does hereby adopt the final version of the City of Madison and Town of Middleton Cooperative Plan, to be executed by the Mayor and City Clerk in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute any related documents in a form approved by the City Attorney; that the City Attorney is hereby directed to submit the said Cooperative Plan, together with all written comments and other supporting documents, to the State of Wisconsin Department of Administration for approval in accordance with Sec. 66.0307, Wis. Stats.; and the City Attorney and other necessary City staff shall cooperate with the Town and the Department and shall participate in all Department proceedings regarding the said Cooperative Plan.

Fiscal Note:


The proposed agreement contains several provisions that would provide a more orderly process for annexation and the extension of urban services to town property during the next 40 years. In the near term, 15 separate town road right of way segments, totaling approximately 7.75 miles, would be attached to the City. Since many of these additional segments are interspersed between current City right of way segments, these transfers will help simplify the current boundary between the two municipalities and rationalize the delivery of services. However, the transfers will also bring corresponding service responsibilities.

The City would become responsible for primary police and emergency medical response on all 7.75 miles of this right of way. There is no direct budgetary impact beyond the expected modest increase in police and EMS calls, which will be served with existing Police and Fire Department resources. Roughly 2.25 miles of the total mileage is county trunk highway, where the County would retain responsibility for roadway maintenance and snow removal. For the remaining 5.5 miles of unimproved town roads, the City would assume responsibility for signing and marking, general maintenance and snow removal. It is not possible to predict with any certainty the incremental cost that will be incurred to serve these additional street segments. However, we can calculate that, citywide, the City budgets approximately \$9,000 per mile to provide this package of services. Thus, if no services efficiencies are realized, we can predict that the addition of these street segments to the system will result in annual roadway maintenance costs of up to \$50,000 per year. These costs would be partially offset by increased State transportation aids. It is anticipated that the additional service costs would be offset by increased property taxes as property development occurs on the abutting properties.

The agreement also provides that certain cemetery properties would be transferred from Town jurisdiction to the City, with the accompanying transfer of mowing and maintenance responsibility. The Parks department anticipates a low level of maintenance that would be accomplished using existing median mowing crews at an estimated cost of \$4,000 per year for the smaller cemetery on Pleasant View Road.

The agreement would allow the City to levy special assessments against properties in the township, payable when the properties are annexed to the City at a later date. The agreement also provides for a 5-year schedule of declining revenues payable to the township for any commercial property annexed to the City.

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Madison, Wisconsin at a meeting held on the 16th day of September, 20 03



City Clerk

**Resolution approving the final version of
the City of Madison and the Town of Middleton Cooperative Plan**

RECITALS

A. On March 5, 2002, the City of Madison and the Town of Middleton adopted resolutions authorizing participation in the preparation of a cooperative plan pursuant to Wis. Stat. sec. 66.0307 and approving an intergovernmental agreement to provide the basic foundation of the proposed cooperative plan.

B. The municipalities drafted the proposed City of Madison and Town of Middleton Cooperative Plan, dated July 9, 2003, and held a joint public hearing thereon on July 30, 2003, in accordance with Wis. Stat. sec. 66.0307(4)(b), to solicit input on the Cooperative Plan.

C. All comments received have been considered by the Town in the preparation of the final version of the Cooperative Plan.

RESOLUTION

Therefore, the Town Board of the Town of Middleton, Dane County, Wisconsin do RESOLVE as follows:

1. The final version of the City of Madison and Town of Middleton Cooperative Plan is approved.
2. The Town Chairperson and Town Clerk are authorized to execute it.
3. The Chairperson, the Clerk, the Town's attorneys, and other Town officers and employees are further authorized and directed to execute other documents and take

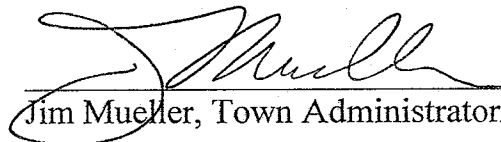
actions as deemed appropriate by the Town's attorneys to obtain approval of the Cooperative Plan from the State of Wisconsin Department of Administration.

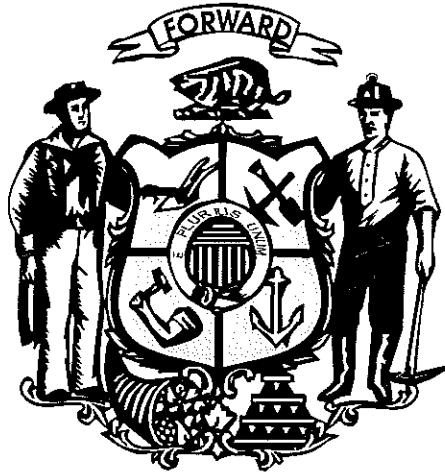
This resolution was duly adopted by motion at a meeting of the Town Board held on September 8, 2003, by a vote of 5 ayes, 0 nays, with 0 members not voting.

APPROVED:


Milo Bruenig, Town Chair

ATTEST:


Jim Mueller, Town Administrator/Clerk



WISCONSIN DEPARTMENT OF ADMINISTRATION

APPROVAL OF THE FINAL CITY OF MADISON AND TOWN OF
MIDDLETON COOPERATIVE PLAN UNDER SECTION 66.0307,
WISCONSIN STATUTES

December 2003

Introduction

The cooperative boundary plan procedure as set forth in s. 66.0307, Wis. Stats., affords any combination of cities, villages and towns the opportunity to establish boundary lines and services between or amongst themselves pursuant to a cooperative plan approved by the Wisconsin Department of Administration (Department). Municipalities interested in learning more about this statute are encouraged to review explanatory materials available upon request from the Department. This is the thirteenth cooperative plan submitted to, and approved by, the Department.

On September 29, 2003, the Department of Administration received the *Final City of Madison and Town of Middleton Cooperative Plan Under Section 66.0307, Wisconsin Statutes* (hereinafter called either the "Agreement," "Plan," "Cooperative Plan," or "Cooperative Plan Agreement"). This Agreement was preceded by a 1994 Intergovernmental Agreement that established a physical demarcation for annexation and extraterritorial actions by the City of Madison; and by a subsequent intergovernmental agreement¹ based on s. 66.0301, Wis. Stats., that was entered into on March 28, 2002, which resulted in the decision by the Town not to file for municipal incorporation, and forms the basis for this Agreement.

The purpose of this Agreement is to recognize the legitimate development needs of the Town and City, and to establish a long-term boundary between the two jurisdictions, limiting the City's application of extraterritorial land subdivision review, official mapping and annexation west of the agreed upon boundary line. The Agreement assures orderly growth and development to City standards with the full range of municipal services available east of the boundary line, protects Town property owners east of this line from annexation against their will, and facilitates attachment of other lands at the will of the owners without threat of lawsuits. It further implements the long-term boundary through a boundary adjustment to occur in the year 2042, unless extended as provided by the Agreement. The Agreement terminates in the year 2060. Detailed discussion of these purposes are enumerated in pages 2 and 3, and discussed in Section 4 beginning page 4 of the agreement.²

The affected territory is shown on the Cooperative Plan Map submitted with the Agreement as Exhibits 1 and 1a. The territory affected by this plan is located in the Town of Middleton, Dane County, Wisconsin (Town 7 North, Range 8 East), south of the east-west quarter section lines of Sections 13 through 17 and east of that certain boundary line, which is described in detail on pages 6 and 7 of the Agreement.³

Subsequent paragraphs of this approval document will describe the agreement in more detail. It is important to understand that this approval document is not a complete restatement of the agreement, nor should it be construed as containing all of the nuances and conditions of the agreement. Instead, this approval document is designed to examine the ways in which the Cooperative Plan complies with the requirements of s. 66.0307, Wis. Stats. This narrative touches mainly on the principal components of the agreement, not the specific details. Specific details can be found in the text of the document. This approval document is prepared pursuant to s. 66.0307(5)(a), Wis. Stats., which requires that the Department review cooperative plans and issue findings based on criteria found in s. 66.0307(5)(c), Wis. Stats.

¹ Final City of Madison and Town of Middleton Cooperative Plan, September 29, 2003, Exhibit 7.

² Ibid., text from adopting resolution.

³ Ibid. Section 5, page 6.

Before cooperative plans are submitted to the Department, a joint public hearing is required to receive public comment. Pursuant to s. 66.0307(4)(a), Wis. Stats., a joint public hearing was held by the City of Madison and Town of Middleton on July 30, 2003 at 6:30 P.M. at the Town of Middleton Town Hall. A log of attendees and summary of comments are attached to the Agreement as Exhibit 11.

Attachments to the Cooperative Plan contain copies of authorizing resolutions approved by the City and Town identifying the governmental units that were provided notice pursuant to s. 66.0307(4), Wis. Stats. They include the Wisconsin Department of Natural Resources (WisDNR), Wisconsin Department of Transportation (WisDOT), the Wisconsin Department of Agriculture, Trade and Consumer Protection (WisDATCP), the regional planning commission, area school districts, municipal clerks, the county clerk, and this Department.

Following approval of a cooperative plan by the governing bodies of the participating municipalities, and prior to submission to the Department, an advisory referendum may be conducted if requested by qualified electors. In this instance, no formal advisory referendum was requested prior to submission of the Cooperative Plan to the state.

Following receipt of a cooperative plan by the Department, a public hearing may be requested, or the Department may, on its own motion, conduct a public hearing. In this instance, no such requests have been received. The Department believes that the purpose of this Agreement is clear and that the information submitted to the Department is sufficiently adequate so that no additional public hearing is necessary.

Description of territory covered by the Cooperative Plan

Boundary Adjustment Area

As mentioned above, the Boundary Adjustment area is located in the Town of Middleton, Dane County, Wisconsin (T7N, R8E) south of the east-west quarter section lines of Sections 13 through 17 and east of that certain boundary line, which is described in detail on pages 6 and 7 of the Agreement.

Attachment of territory from the Town of Middleton to the City of Madison will occur in three ways. First, upon approval of this Agreement by the Department, effective January 1 of the year following approval certain cemeteries and road rights-of-way (16 discreet areas) identified in Exhibit 6 of the agreement will be immediately attached by the City. Second, attachments will occur when property owners in the Agreement area petition the City for Intermediate Attachment. Any parcel in the adjustment area that is developed without City sewer and water, where City sewer and water are available may be attached by the City with the consent of the owner at any time after the effective date of the Agreement by Attachment Ordinance adopted by majority vote of the elected members of the Common Council⁴. A final attachment may occur to the City by a Final Attachment Ordinance adopted by a majority vote of the elected members of the Common Council at any time between January 1, 2041, and October 31, 2041. The ordinance will be effective as of 12:01 a.m. on the first Monday of February 2042. The procedure for Final Attachment is described in section 12.02 on page 13 of the Agreement.

⁴ Ibid. Section 13.02, paragraph (d), page 15.

Approval Criteria Applicable to the Department

A cooperative plan shall be approved by the Department if the Department determines that all of the following numbered criteria from s. 66.0307(5)(c), Wis. Stats., apply:

(1) *The content of the plan under sub. S. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subs. 2 to 5m.*

The Cooperative Plan contains sufficient information to enable the Department to approve it. Information required by statute, and provided by the parties, includes the following: Identification of current land use conditions of the territory designated by the proposed agreement; identification of a time period specifying the duration of the cooperative agreement, identification of boundary change areas and the conditions for the changes and when they may occur; a statement as to why the boundary area is appropriate; the availability of services and the method for provision of services to the identified territory; maps that sufficiently identify the area of the Cooperative Plan; fiscal activities necessary for the planned territory; potential environmental consequences of the plan have been considered and evaluated; housing activities within the area affected by the plan are described; all permits, ordinances and sources of jurisdiction necessary are identified for plan activities to occur within the territory – either before or after attachment to the city; the plan contains evidence that opportunities for public comments were provided during preparation of the plan; and finally, the plan is consistent with applicable state and federal codes, and with adopted city, town, county and regional plans.

(2) *The cooperative plan is consistent with current state laws, municipal regulations and administrative rules that apply to the territory affected by the plan.*

The Cooperative Agreement was reviewed by staff from the Dane County Regional Planning Commission (DCRPC), and was found to be consistent with regional plans and regulations. DCRPC indicated that the plan was well-written, comprehensive, and cooperatively prepared as an intergovernmental document. They found that the Plan was consistent with the Dane County Land Use and Transportation Plan. The Commission pledged their support as the parties proceed with implementation⁵. DCRPC made three suggestions to the Agreement, all of which were accepted and incorporated within the final Agreement.⁶

The Boundary Adjustment Area will be governed by existing City, County and Town General Ordinances, and by City and County zoning Ordinances as described in Section 13 of the Agreement, beginning on page 14. Transition area development standards are enumerated in Section 13.04 of the Agreement, beginning on page 16.

These comments, along with the Department's analysis of the Cooperative Plan, suggest that the plan as approved should not be in opposition to existing law. Existing and proposed development within the territory of the Cooperative Plan will be consistent with local, state, and federal laws.

⁵ Letter to the City of Madison and Town of Middleton from the Dane County Regional Planning Commission dated August 1, 2003, made part of Exhibit 11 of the Agreement.

⁶ First page of Exhibit 11 of the Agreement.

(3) Adequate provision is made in the cooperative plan for the delivery of necessary municipal services to the territory covered by the plan.

The Department finds that adequate provision has been made for delivery of services.

The Agreement provides for municipal sewer and water, storm water and transportation infrastructure in the Boundary Adjustment Area to be provided only by the City of Madison. The Town of Middleton agrees that it will not create any additional sanitary districts within the Boundary Adjustment Area.⁷ The City will not extend public sewer and water to serve unincorporated territory. The City prepares and maintains a 5-year master plan to guide extension of municipal water to peripheral growth areas. The City contacted officials at the Madison Metropolitan Sewerage District to become familiar with the procedure for annexing territory in the Boundary Adjustment Area to the District for sewer service prior to its attachment, and the Town and City submit that the Cooperative Plan is consistent with the legislative goals of Sections 200.05(4)(b) and 200.15(2), Wis. Stats.⁸

(4) Any boundary maintained or any boundary change under the cooperative plan is reasonably compatible with the characteristics of the surrounding community, taking into consideration present and potential transportation, sewer, water and storm drainage facilities and other infrastructure, fiscal capacity, previous political boundaries and shopping and social customs.

Political boundaries

The Boundary Adjustment Area is located in the Town of Middleton, Dane County, Wisconsin (Town 7 North, Range 8 East) south of the east-west quarter section lines of Sections 13 through 17 and east of that certain boundary line, which is described in detail on pages 6 and 7 of the agreement. The Boundary Agreement Area is bordered by the City of Middleton to the north, by the Town of Middleton to the west, by the Town of Verona to the south. The City of Madison forms the entire eastern border. The Boundary Adjustment Area includes several Town of Middleton islands lying within the City of Madison that are the result of earlier annexations of Town property to the City. The proposed changes to the municipal border contained in the Agreement will facilitate service delivery and improve the implementation of City and Town planning efforts.

The Agreement notes that “the City also has an intergovernmental agreement with the City of Middleton, which defines a permanent border between the two cities along Blackhawk Road extend to the west”, with the City of Middleton agreeing not to annex Town lands south of Blackhawk Road.⁹

Present and potential transportation systems

Several regional planning documents have been completed for the region that include recommendations for streets, pedestrian-ways, bikeways and transit service, and development staging. The plans were not provided as part of this Agreement, however they are listed in Section 19, beginning on page 25. These include a Dane County Land Use and Transportation Plan completed by The Dane County Regional Planning Commission (DCRPC) in 1997, a Bicycle Transportation plan for the Madison Urban Area and Dane County by the Madison Area Metropolitan Planning Organization (MPO), a Transit Development Program for the

⁷ Cooperative Boundary Agreement. Page 6, section 4.06 and Page 10, Section 10.

⁸ Ibid. Section 10, page 10.

⁹ Ibid. Section 19C, page 27.

Madison urbanized area by the DCRPC in 1999. Each year, the Madison area MPO prepares a 5-year transportation improvement program. Several other planning documents listed in Section 19 of the Agreement also address transportation in the Boundary Adjustment Area. A proposed road network along with other physical development is depicted in Exhibit 3, Boundary Adjustment Area-Land Use Plan Map.

The Department finds that the Cooperative Plan territory has been jointly planned for and is compatible with adjacent areas with respect to transportation systems.

Sewer, water and storm drainage facilities and other infrastructure

The Madison Metropolitan Sewerage District will serve the Boundary Adjustment Area through the Nine Springs Treatment Plant, which has adequate capacity.¹⁰ The City will use public highway rights-of-way to extend municipal services wherever reasonably possible.¹¹ To encourage early transition from private on-site septic systems to public sanitary sewer, property owners in the Town are entitled to conditionally receive public utility service wherever available. The property owner must pay costs of extension and connection to the services over five years, and must agree to attachment of the property to the City at the end of the five-year period. Benefits to the owner include the opportunity to spread payment for the service connection over 5 years, while simultaneously not having to pay a higher local share of property taxes to the City.¹²

Storm water management and control will be provided by the Town in Town territory located within the Boundary Adjustment area, which the Town will coordinate with the City.¹³ The Town also agrees to apply City standards whenever possible for storm water management west of the Boundary Adjustment line, which, when developed, will discharge storm water into the Boundary Adjustment Area.¹⁴ The parties have agreed to special storm water management requirements for development within the Lower Badger Mill Creek Watershed¹⁵ and the City agrees to reimburse the Town for expenses the Town incurs under Section 15 of the Agreement, to the extent that the City collects impact fees, utility charges or other special assessments or payments for storm water facilities.¹⁶

Fiscal capacity

The City of Madison had an equalized value of approximately \$16.24 Billion in 2003.¹⁷ The City's General Obligation (G.O.) debt capacity for 2002 was approximately \$812 million. The City's G.O. debt was \$134,756,000¹⁸ at the end of 2002, well below the 5% constitutional debt limit ceiling for municipal general obligation debt.¹⁹ The Department has estimated that the City is capable of financing a full range of services to those areas destined to be served according to provisions contained within the Cooperative Plan.

¹⁰ Ibid. Page 20, Water Quality Impacts.

¹¹ Ibid. Section 14.01, page 17.

¹² Ibid. Section 10, page 10.

¹³ Ibid. Page 19 Section 15 A.

¹⁴ Ibid. Page 19 Section 15 B.

¹⁵ Ibid. Page 19 Section 15 C.

¹⁶ Ibid. Page 19, Section 15 D.

¹⁷ Statement of Changes in Equalized Values by Class and Item, 2003. Wisconsin Department of Revenue.

¹⁸ Email from Keith Seeley, Wisconsin Department of Revenue, November 11, 2003.

¹⁹ *County and Municipal Revenues and Expenditures 2001*, Wisconsin Department of Revenue, p. 5.

Shopping and social customs

The City is a major center of commerce in Dane County. The central business district provides a community-wide gathering place for major events, and meeting space for various social organizations, several shopping districts, with various churches and social organizations occurring throughout the City.

The Town has few commercial properties in the adjustment area, other than what is present in a small town island lying along Seybold Road and east of Gammon Road. Existing development includes a few areas of single-family dwellings, small amounts of industrial developments, and primarily agricultural open land, as shown in the Existing Land Use Map, which is Exhibit 2 of the Agreement. The City's commercial centers provide Town residents access to shopping and organized recreational and social opportunities.

For all of the above-mentioned reasons, the Department finds that the standards set forth in s. 66.0307(5)(4), Wis. Stats., have been met.

(5) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions, and such features as rivers, lakes and major bluffs.

The boundary changes enabled by the Agreement will extend the City boundary westward, and southward, eliminating several Town Islands and bringing two large City parcels that are essentially islands into the City, thereby making the City/Town boundary much more logical and easy to discern. The Agreement includes a Transition Area that lies along Pioneer Road between Old Sauk Road, and Valley View Road, which is shown in Exhibit 4 of the Agreement. Special development standards have been specified for the Transition Area, which are listed in Section 13.04 of the Agreement. These standards limit development to residential use and associated improvements, limit density to 4 units per net acre of development, limit number of units in attached multi-family buildings to 4, limit height of residential structures to 35 feet, prohibits private driveway access for new development from Pioneer Road, and requires an 80-foot wide landscaped building setback for any land division in the Transition Area.. The Town and City also agree to work to preserve existing environmental corridors, and prohibits development in these corridors.²⁰

The jurisdictional transfer of territory proposed by the Agreement will create a more logical boundary than currently exists, and provides a reasonable amount of land for future City of Madison development. It provides for the area east of the Boundary Line to be developed by the City at urban densities in conformance with adopted urban development standards, and also provides for property west of the Boundary Line to remain in the Town and to be developed at Town standards and densities.²¹

The Agreement discourages premature annexation and development without adequate public infrastructure being in place through provisions for immediate attachment for certain parcels if

²⁰ Cooperative Boundary Agreement. Section 13.04 Transition Area Development Standards, page 16.

²¹ Ibid. Section 19, page 27.

they were to be developed without City sewer and water as authorized under paragraph 13.02 (d) of the Agreement. The procedure for attachment is described in Section 12, beginning on page 12 of the Agreement. Intermediate attachments will take place upon written petition for attachment that has been signed by all of the owners of the land, exclusive of Town roads abutting the land. The City of Madison shall give 10 days advance, written notice to the Town Clerk upon majority approval of the elected members of its Common Council. The attachment will occur without further review and approval of the Town, and without mandatory review and recommendation by the City Plan Commission or any other sub-unit of the City.²²

The Town will be entitled to all taxes for the year in which the attachment is effective when commercial property is attached to the City, the City shall provide revenue sharing to the Town for the first five years the City collects taxes on the property according to a schedule listed in section 18.01 and 18.02 of the Agreement.

The Agreement includes a clause ensuring that the provisions of the Agreement accrue to the benefit of all successors of the City and Town in Section 21, page 28. It provides for a mediation process in the event of a breach of the Agreement, or a dispute between the parties regarding the application, interpretation or enforcement in Section 22.01, beginning page 28 of the Plan. The City and Town have agreed to waive rights to contest the Agreement in section 23.01, beginning page 31, and agree that the City and Town acknowledge that the Agreement imposes a duty of good faith and fair dealing in the Cooperative Plan's implementation in Section 25, page 32.

Environmental Protection

Upon adoption of the Agreement, environmental protection will be enhanced as the Town and City will begin jointly planning for environmental corridors within the Transition Area, as called for in Subsection 13.04 of the Agreement, which prohibits development in environmental corridors.

The Agreement indicates that the Town of Middleton and City of Madison have several adopted plans that identify sensitive natural areas in the boundary agreement area, which will be used to guide development as it occurs. Environmentally sensitive areas are to be identified and preserved as part of the development review and approval process.

The Cooperative Agreement does not specifically address State or Federal Endangered, Threatened, or Special Concern Species that may be present in the Boundary Agreement territory. We are unaware if a comprehensive endangered resource survey has been completed for the proposed cooperative boundary agreement territory. There may be species present in the area that will necessitate protection when the area is developed.

The Department advises that the Town and City must consider and appropriately protect Endangered, Threatened, or Special Concern Species as the Town and City develop plans, policy measures, and ordinances for the Plan Area, in accordance with requirements of the Wisconsin DNR and US Environmental Protection Agency.

The preceding discussion leads the Department to affirm that the Agreement is not the result of arbitrariness and that the parties have given proper consideration to compactness of the area subject to the Agreement. Further, the Department finds that the City and Town have taken sufficient steps to adequately plan development within the Boundary Adjustment Area

²² Ibid. Page 12, Section 12.01 (a).

regarding general topography, major watersheds, soil conditions, and other natural features, as evidenced by the substantial number of individual and joint planning documents previously completed for the Boundary Adjustment Area.

(5m) The cooperative plan adequately identifies and addresses the significant adverse environmental consequences to the natural environment that may be caused by the proposed physical development of the territory covered by the plan, the municipalities submitting the plan have adequately identified and considered alternatives to minimize or avoid the significant adverse environmental consequences, the proposals in the plan for compliance with federal environmental laws or regulations and state environmental laws or rules are adequate and the need for safe and affordable housing for a diversity of social and income groups in each community has been met.

Significant Adverse Environmental Consequences

The Department finds through its review of Section 16 (Environmental Evaluation of the Cooperative Plan) that the Agreement includes provisions for preserving important environmental resources and minimizes detrimental environmental consequences of development through the combined implementation of the Agreement and the many other area and locally adopted plans.

Housing

Implementation of the Plan will positively effect the creation of safe and affordable housing by permitting orderly development of additional residential areas within the Agreement area. Housing in the area west of the long-term boundary is expected to continue to be single-family homes targeted to the upper end of the housing market. The Town does not provide sewer and water services requiring on-site septic systems and private wells, thereby indirectly limiting housing development density. The City of Madison will continue its tradition of providing a “full range of housing types affordable to families and households of all income levels.”²³ The City’s provision of sewer and water services in the Agreement Area will provide the opportunity for higher density development than is possible without such services.

Historical, Archaeological or Architecturally Significant Resources

Historical, archaeological or architecturally significant resources are not discussed in the Agreement, which is an optional item for consideration listed in s. 66.0307 9(c) (6), Wis. Stats. The Department recommends that if not already accomplished, the parties should search the Wisconsin Historical Society (WisHS) databases to identify historic places currently listed on the state or national registry of historic places. Types of properties that are eligible for listing on the state and national register of historic places include historic districts, individual buildings, parks, bridges, locomotives, and archaeological sites.

The WisHS also collects information on Wisconsin structures and archeological sites that have no “official” historic status, yet may potentially have historic value and warrant further examination. This database is called the Wisconsin Architecture & History Inventory (AHI).

The information in the AHI Database is a compilation of reports derived from a variety of sources over a period of 150 years. The information for each entry varies widely and WisHS has not verified all of the information and few sites have been evaluated for their importance.

²³ Ibid. Section 17 Housing Needs, page 22.

Therefore, it is sometimes difficult to know which of these sites are important and should be preserved and which may not be important. In most instances, additional fieldwork is needed.

The preceding historic and archeological information may be useful to the City of Madison and the Town of Middleton as they develop plans, policy measures, and ordinances that prospectively recognize and protect those unique sites that may be present in the agreement area.

Alternatives considered

The City and Town have participated in several joint-planning efforts in the Agreement Area. The Agreement does not specifically list alternatives considered to minimize or avoid significant adverse environmental consequences, but the Agreement provides evidence that extensive planning and communication between the parties has taken place regarding physical development of the Agreement Area, giving particular consideration to environmental issues. Such planning efforts are enumerated in Section 19 (Comprehensive/Master Planning) in the Agreement, beginning on Page 25.

(6) Any proposed planning period exceeding 10 years is consistent with the plan.

The Boundary Agreement period will begin on the day of approval by the Department, and end on December 31, 2060. Until 2042, the City will attach properties of willing Town owners in the manner specified in the Agreement. In February 2042, the City will begin procedures for a final attachment of all remaining Town lands within the Boundary Adjustment Area to eliminate any Town islands and to create a uniform boundary. The nearly 38-year time period between 2003 and 2042 has been deemed necessary by the Town and City for protection of existing Town residents and property owners from annexation against their will and for the City to fully assimilate the territory in the Boundary Adjustment Area in an orderly and cost effective manner. The time interval between 2042 and 2060 further provides for collaboration between the Town and City (as described in Section 13.04, et seq.) including the City's commitment not to annex on the other side of the long-term Boundary Line, the potential for future realignment of the Boundary Line with respect to future development activities and subsequent roadway alignments, the potential for extraterritorial zoning on the westerly side of the Boundary Line at the Town's request, the City's obligation to pay the Town for revenue sharing for commercial properties that are attached to the City at the end of the forty year period, mutual stormwater management obligations and other potential sharing of services, and intergovernmental cooperation between ongoing local units of government.²⁴

The Department believes that the additional time period specified by the parties is consistent with their development plan and agreed-upon objectives, and concurs with the time period specified.

²⁴ Ibid. Section 8, page 9 and Section 11.02, page 11.

Approval

This "Cooperative Plan" meets the statutory criteria of s. 66.0307, Wis. Stats. Pursuant to authority found in s. 66.0307(5), Wis. Stats., the Wisconsin Department of Administration hereby approves the "City of Madison and Town of Middleton Cooperative Plan."

Henceforth, amendments or revisions to the "Cooperative Plan" can only occur with the approval of the City of Madison and Town of Middleton, and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the provisions of s. 66.0307(8), Wis. Stats. This "Cooperative Plan Agreement" is effective from today's date, and remains in effect pursuant to the language and terms contained therein.

Dated this 14th day of December 2003.

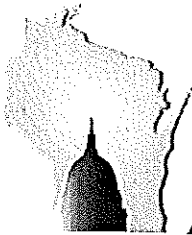
By the Wisconsin Department of Administration:



George Hall
Director of Municipal Boundary Review
Wisconsin Department of Administration



Mark Saunders
Deputy Counsel
Wisconsin Department of Administration



WISCONSIN DEPARTMENT OF
ADMINISTRATION

JIM DOYLE
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December 22, 2003

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Assistant City Attorney
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210 Martin Luther King, Jr., Blvd.
Madison, WI 53703-3345

Re: Addendum to Approval of the "Final City of Madison and Town of Middleton
Cooperative Plan Under Section 66.0307, Wisconsin Statutes"

Dear Attorney Yde and Attorney Voss:

Yesterday while descriptions for immediate attachment pursuant to the Cooperative Plan were being compiled by the City and Town, Attorney Richard C. Yde brought a scrivener's error to the attention of the Department involving two parcels, thereby necessitating the substitution of corrected pages removing these two parcels from the areas to be attached as of January 1, 2004.

No amendment of the Cooperative Plan is being made, no additional parcels are being added to the agreement (the two parcels inadvertently described lie on the north side of Pleasant View Road and are identified in Exhibit 6), and therefore no additional procedures are required. Removing these parcels is consistent with intent originally expressed in the Cooperative Plan. We view this a minor correction.

On behalf of the Department, I am accepting the corrected pages and map, and will include them with our permanent records relating to this Cooperative Plan. I am assuming that the City and Town will provide the Town Administrator and City Clerk with the corrected pages.

Again, congratulations for accomplishing a very fine and complex agreement!

Sincerely,

George Hall
Municipal Boundary Review
Division of Intergovernmental Relations

Attachment

cc: Attorney Thomas G. Voss
Bradley J. Murphy, Planning Unit Director, City of Madison
Jim Mueller, Administrator/Clerk, Town of Middleton
Ray Fisher, Clerk, City of Madison
Patrick Farley, Administrator, DOA Division of Intergovernmental Relations
Mark Saunders, DOA Deputy Legal Counsel

Address file for Middleton/Madison agreement

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December 22, 2003

BY HAND DELIVERY

Mr. George E. Hall, Director
Municipal Boundary Review
Wisconsin Department of Administration
Office of Land Information Services
17 S. Fairchild Street, 7th Floor
Madison, WI 53703

Re: City of Madison/Town of Middleton Cooperative Plan

Dear George:

Section 11.03 of the City of Madison and Town of Middleton Cooperative Plan provides for the immediate attachment of "the cemeteries and road rights-of-way identified on Exhibit 6 to the City." Due to a drafting error by the engineers, the description and map of Area No. 12 of Exhibit 6 include two residential properties which are clearly neither cemeteries nor road rights-of-way. In order to correct that error, the City and Town request that you insert the enclosed pages in Exhibit 6 of the Plan in place of the corresponding pages there now.

December 22, 2003

Page 2

We view this as merely correcting a scrivener's error. No amendment of the Plan is being made and no additional procedures are required. Even without correcting the exhibit, the residential properties would not be attached to the City because they are neither roads nor cemeteries.

Very truly yours,

STAFFORD ROSENBAUM LLP

A handwritten signature in black ink, appearing to read "RC Yde", written in a cursive style.

Richard C. Yde

RCY:kps

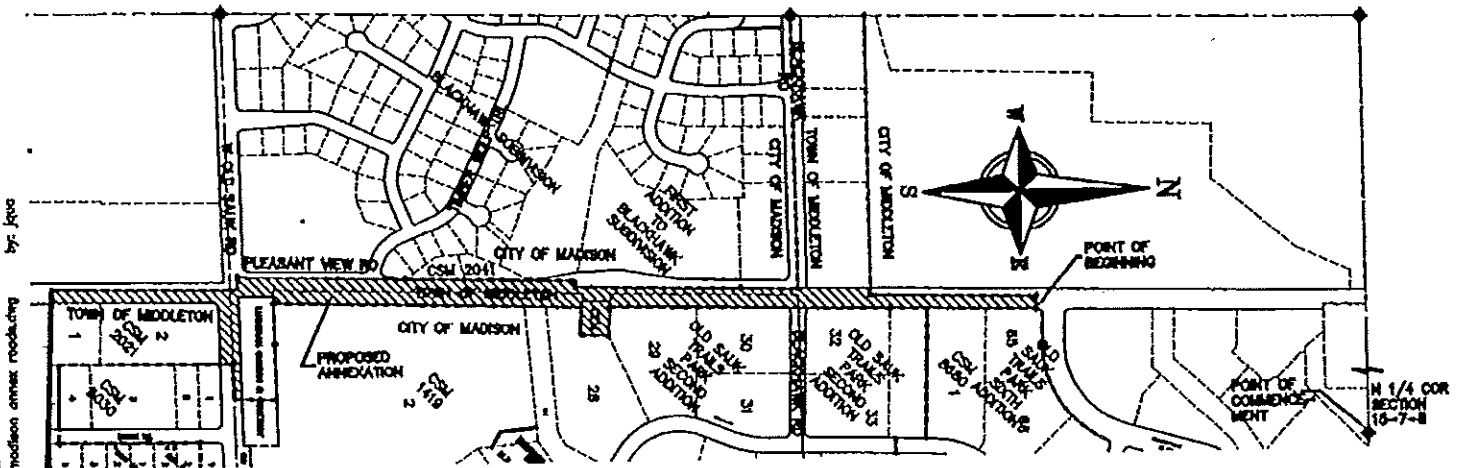
Enclosures

cc: Mr. Mike Blaska (with enclosures)
Attorney James Voss (with enclosures)
Attorney Thomas G. Voss (with enclosures)
Mr. James Mueller, Town Administrator/Clerk (with enclosures)

ANNEXATION TO THE CITY OF MADISON AREA NO. 12

TOWN OF MIDDLETON - OLD SAUK ROAD PLEASANT VIEW RD. ANNEXATION AREA

No. _____
 Adopted _____
 Date Published _____
 Annexed to Aldermanic District No. _____
 Area: 0.0178 sq. miles



19 Dec 2003 4:33p
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 by: jqua

VIERBICHER ASSOCIATES
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 6200 Mineral Point Road Middleton, Wisconsin 53705-4504
 Phone: (608) 233-6900 Fax: (608) 233-4181

REVISIONS	SCALE 1" = 800'
12/19/03 CSM 2041	CHECKED
	DRAFTER JQUA
	FILE mdd-madison annex roads.dwg
JOB NO. 23034180.00	DATE June 2003

SHEET
 12 OF 15

line of the NE ¼ of Section 36; thence Southerly, 40 feet on a line that is parallel to and 517.60 feet West of the East line of said Section 25 to the North line of said Section 36; thence East on said North line to a point that is 461.04 feet West of said Northeast Corner of Section 36; thence South, 40 feet on a line that is parallel to the West line of the East ½ of the NE ¼ of the NE ¼ of said Section 36; thence Westerly, 200 feet, more or less, along the Southerly right-of-way line of Schroeder Road being a line that is 40 feet south of and parallel with the said North line of the NE ¼ of Section 36; thence Northerly, 40 feet along the said West line of the East ½ of the NE ¼ of the NE ¼ of Section 36 to the point of beginning.

Containing approximately 0.3 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 12

The public road right of way of Pleasant View Road, Old Sauk Road and cemetery lands adjacent to the City of Madison corporate limits located in part of the North ½ of the NW ¼ of Section 22; also part of the South ½ of the NW ¼ and part of the SW ¼ of Section 15, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the North Quarter Corner of said Section 15; thence S 89°46'53" W, along the North line of said Section 15, 890.02 feet; thence S 01°19'07" W, 200.00 feet; thence S 89°46'53" W, 375.64 feet to a point on a line that is parallel with and 60 feet East of, measured at right angles to, the West line of the NE ¼ and SE ¼ of the NW ¼ of said Section 15; thence S 01°19'07" W, along said parallel line 1343.84 feet to the point of beginning; thence South on last mentioned parallel line and City of Madison Corporate Limits to the Northwest corner of Lot 2 of Certified Survey Map Number 1419; thence S 01°31'57" W, 880.48 feet on the West line of said Lot 2 and said corporate limits; thence S 85°11'47" E, 137.90 feet along said corporate limits; thence S 01°31'57" W, 132.00 feet along said corporate limits; thence N 85°11'47" W, 137.90 feet along said corporate limits to a point on the East line of Pleasant View Road as presently located; thence S 01°31'57" W on the West line of said Lot 2 and the East line of said Pleasant View Road and said corporate limits, 1436.74 feet; thence S 88°55'27" W, 27 feet, more or less, along the easterly right-of-way of said Pleasant View Road; thence Southerly, 165 feet along the said easterly right-of-way of Pleasant View Road that is 33 feet East of and parallel with the West line of the East ½ of the said SW ¼ of Section 15 to the intersection with the northerly right-of-way of Old Sauk Road; thence Easterly 483.8 feet, more or less, along the said northerly right of way of Old Sauk Road being 33 feet north of and parallel with the South line of the said SW ¼ of Section 15; thence Southerly on a line that is parallel to and 516.8 feet East of, measured at right angles to, the West line of the East ½ of the SW ¼ of said Section 15 and along said corporate limits, 33 feet, more or less, to the South line of said Section 15 and the center line of Old Sauk Road; thence S 88°55'07" W, 165 feet, more or less, on said South line of Section 15 and the center line of Old Sauk Road and the said corporate limits to the intersection with the West line of Certified Survey Map No. 5030, a recorded survey in said Section 22; thence S 00°35'41" W, on the said West line of Certified Survey Map No. 5030 and said corporate limits, 60 feet to the intersection with the southerly right-of-way of Old Sauk Road and the northeast corner of Lot 2, Certified Survey Map No. 2021; thence S 88°55'07" W, 267.83 feet along the said southerly right-of-way of Old Sauk Road and the North line of said

Lot 2, Certified Survey Map No. 2021; thence Southwesterly 38.55 feet along the arc of a curve to the left having a radius of 25 feet and a long chord bearing S 44°44'56" W to the point of tangency thereof; thence S 00°34'44" W, 742.33 feet along the easterly right-of-way of Pleasant View Road and the west lines of Lots 1 and 2 of said Certified Survey Map No. 2021 to the southwest corner of said Lot 1; thence N 88°29'52" W, 60 feet along said corporate limits to the East line of the NW ¼ of the NW ¼ of said Section 22; thence N 00°34'11" E, along the last mentioned East line, said corporate limits and the center line of Pleasant View Road, 857.00 feet, more or less to a point which is 33.00 feet North of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence South 88°55'20" West along the former Northerly right-of-way of Old Sauk Road and said corporate limits on a line which is parallel to and 33.00 feet North of, measured at right angles to, the North line of the said Section 22, 60 feet to a point on a line that is parallel to and 60.00 feet West of measured at right angles to the East line of the West 1/2 of the Southwest 1/4 of said Section 15; thence North 01°31'50" East, 780.40 feet on said parallel line and corporate limits to the Southeast corner of C.S.M. 2041; thence N 01°31'57" W, along the East lines of Lots 1 and 2 of said C.S.M. 2041, 581.18 feet to the Northeast corner of said C.S.M. 2041; thence North 01°31'50" East, along said line that is parallel to and 60.00 feet West of, measured at right angles to, the East line of the West 1/2 of the Southwest 1/4 of Section 15 and said corporate limits, to its point of intersection with the North line of Blackhawk Subdivision; thence South 79°13'54" East, along said North line of Blackhawk Subdivision and said corporate limits, 27.36 feet to a point on a line that is parallel to and 33.00 feet West of, measured at right angles to, the East line of the West 1/2 of the Southwest 1/4 of said Section 15; thence North 01°31'50" East, along said parallel line and corporate limits, 1,043.85 feet to the North line of the Southwest 1/4 of said Section 15; thence continuing Northerly, 330 feet along said line that is parallel with and 33 feet west of, measured at right angles to, the East line of the West ½ of the SW ¼ of said Section 15 to the intersection with a line that is parallel with and 330 feet north of the South line of the NW ¼ of said Section 15; thence N 89°23'04" E; along the corporate limits of the City of Middleton parallel with and 330 feet north of the South line of the said NW ¼ of Section 15, 33 feet to the center line of Pleasant View Road; thence N 01°19'26" E, 777 feet more or less along the said center line of Pleasant View Road and the said corporate limits of the City of Middleton; thence S 88°40'53" E, 60 feet along the said corporate limits of the City of Middleton to the point of beginning.

Containing approximately 10.4 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 13

The public road right of way of Old Sauk Road adjacent to the City of Madison corporate limits located in part of the NE ¼ of the NW ¼ of Section 22 and also part of the SE ¼ of the SW ¼ and also part of the SW ¼ of the SE ¼, all in Section 15, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Beginning at the North Quarter corner of said Section 22; thence S 00°37'12" W, 47.79 feet along the East line of the said NE ¼ of the NW ¼ of said Section 22; thence N 85°15'10" W, 89.35 feet along the southerly right-of-way of Old Sauk Road (also being the south lines of Document No.'s 3661859 and 3190792); thence N 87°41'45" W, 80.08 feet along the said

southerly right-of-way of Old Sauk Road; thence S 89°45'23" W, 66 feet along the said southerly right-of-way of Old Sauk Road; thence S 88°54'58" W, 33.95 feet along the said southerly right-of-way of Old Sauk Road; thence S 71°07'13" W, 104.70 feet along the said southerly right-of-way of Old Sauk Road; thence S 88°54'58" W, 36.7 feet, more or less, to the intersection with the East line of Certified Survey Map No. 1120; thence N 00°35'44" E, 65 feet, more or less, on the East line of said Certified Survey Map No. 1120 to the North line of said Section 22 and the center line of said Old Sauk Road; thence N 88°55'07" E, on said center line and on the South line of said Section 15 to a point that is 142.25 feet West of the Southeast corner of the SW ¼ of said Section 15, measured along said South line; thence N 01°04'59" W, 60.00 feet to a point of curve on the northerly right-of-way line of Old Sauk Road and the South line of Lot 1, Certified Survey Map No. 8314; thence N 88°55'01" E, along the South line of said Lot 1, 142.51 feet; thence N 89°12'22" E, along the South line of said Lot 1, 35.96 feet; thence S 01°50'41" W, 18.30 feet along the Southerly extension of the East line of said Lot 1, Certified Survey Map No. 8314; thence S 85°47'36" E, 99.98 feet along the northerly right-of-way of said Old Sauk Road right-of-way as per document No. 3190791, thence N 89°12'22" E, 108.7 feet, more or less, along said northerly right-of-way of Old Sauk Road being 33 feet North of and parallel with the said South line of the SE ¼ of Section 15; thence S 01°53'54" W, 33 feet to the South line of the SE ¼ of Section 15, also being the original center line of Old Sauk Road; thence S 89°12'22" W, along said South line, 241.7 feet to the point of beginning.

Containing approximately 1.1 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 14

The public road right of way of Old Sauk Road adjacent to the City of Madison corporate limits located in part of the South ½ of the SW ¼ of Section 16 and part of the North ½ of the NW ¼ of Section 21, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the Southwest Corner of said Section 16; thence East, 1116.38 feet along the South line of the said SW ¼ of Section 16 to the point of beginning; thence continuing East, 227.64 feet along said South line of the said SW ¼ of Section 16 and the City of Madison corporate limits; thence Northerly 40 feet along the West line of Certified Survey Map No. 4321 and said corporate limits to the southwest corner of Lot 1 of said Certified Survey Map No. 4321; thence East, 190.82 feet along the northerly right-of-way of said Old Sauk Road, also along the South lines of Lot 1 and Outlot 2 of Certified Survey Map No. 4321; thence Northerly, 20 feet, along the Easterly line of said Outlot 2 to the southwest corner of Lot 1, Certified Survey Map No. 1280; thence East, 191 feet along the said northerly right-of-way of Old Sauk Road and the south line of said Lot 1, Certified Survey Map No. 1280 to the Southeast corner thereof; thence Southerly, 20 feet along the Westerly side of Lot 2, said Certified Survey Map No. 4321; thence East, 329.43 feet along the said Northerly right-of-way of Old Sauk Road to the Southeast corner of said Lot 2, Certified Survey Map No. 4321; thence Southerly, 40 feet along the East line of said Certified Survey Map No. 4321 and the said corporate limits; thence East, 594.42 feet along the South line of said SW ¼ of Section 16 to the South Quarter Corner of said Section 16; thence Southerly, 33 feet along the East line of the NW ¼ of said Section 21 and said corporate limits; thence Westerly, 823.75 feet, more or less along the southerly right-of-way of

said Old Sauk Road, parallel with and 33 feet south the North line of the said NW ¼ of Section 21, to the intersection with the East line of Certified Survey Map No. 1213; thence Southerly, 27 feet along said East line of Certified Survey Map No. 1213; thence Westerly, 330.14 feet along the said southerly right-of-way of Old Sauk Road and the north lines of Lots 1 and 2 of said Certified Survey Map No. 1213; thence Northerly 27 feet along the West line of said Certified Survey Map No. 1213; thence Westerly, 167 feet, more or less, along the said southerly right-of-way of Old Sauk Road to the intersection with the West line of the said NE ¼ of the NW ¼ of Section 21; thence continuing West along the said southerly right-of-way of Old Sauk Road, 207.64 feet; thence Northerly, 33 feet to the point of beginning.

Containing approximately 1.9 acres, more or less.

ANNEXATION DESCRIPTION AREA NO. 15

The public road right of way of Watts Road adjacent to the City of Madison corporate limits located in part of the North ½ of the SW ¼ of Section 25, T7N, R8E, in the Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the point of intersection of the Southerly right-of-way line of the West Beltline Highway (U.S. Highway 12 and 14) as designated in Wisconsin State Highway Commission Project No. T04-2(34) with the East line of relocated Gammon Road as designated in said project, 60.00 feet East of, measured at right angles to, a point in the West line of said Section 25, 323.00 feet South of the said reference line, measured along the West line of said Section 25; thence Northeasterly, Easterly and Southeasterly along the said Southerly right-of-way line to the Northwest corner of the property described in Volume 9304 of Deeds, Page 49; thence South 01°07'57" West, 376.15 feet on the West line of said property to a point on the North right-of-way line of Seybold Road; thence North 88°35'39" East, 49.67 feet on said North right-of-way line; thence South 01°08'08" West, 330.14 feet; thence South 88°47'08" West, 25.00 feet; South 01°08'08" West, 250.22 feet to the North right-of-way line of Watts Road and the point of beginning; thence South 88°47'08" East, 264.43 feet on said North right-of-way line and City of Madison corporate limits to the East right-of-way line of Struck Street; thence S 00°53'48" E, along the said east right-of-way of Struck Street and said corporate limits to the intersection with the Easterly prolongation of the of the North line of Certified Survey Map No. 4104, a recorded survey in the said SW ¼ ; thence S 88°47'08" W, on said Easterly prolongation and said North line of Certified Survey Map No. 4104 and the Westerly prolongation of said North line of said Certified Survey Map No. 4104 and said corporate limits to the intersection with the Southerly extension of the East line of Certified Survey Map No. 6628; thence N 01°05'18" E, 60 feet, more or less, along said corporate limits and Southerly Extension to the northerly right-of-way of said Watts Road; thence Easterly, 1380.94 feet, more or less, along the said Northerly right-of-way of Watts Road to the point of beginning.

Containing approximately 2.0 acres, more or less.