

**FINAL TOWN OF BURKE, VILLAGE OF DeFOREST,
CITY OF SUN PRAIRIE AND CITY OF MADISON COOPERATIVE PLAN**

January 5, 2007

INTRODUCTION

The **TOWN OF BURKE**, a Wisconsin municipality with offices at 5365 Reiner Road, Madison, Wisconsin 53718 (hereinafter “**Burke**” or the “**Town**”), the **VILLAGE OF DeFOREST**, a Wisconsin municipal corporation with offices at 306 DeForest Street, DeForest, Wisconsin 53532 (hereinafter “**DeForest**” or the “**Village**”), the **CITY OF SUN PRAIRIE**, a Wisconsin municipal corporation with offices at 300 East Main Street, Sun Prairie, Wisconsin 53590 (hereinafter “**Sun Prairie**”) and the **CITY OF MADISON**, a Wisconsin municipal corporation with offices at 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703 (hereinafter “**Madison**”), collectively the **Parties**, 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 of Wisconsin 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.

This Cooperative Plan between the Parties is organized around all of the options above; and,

WHEREAS, on February 6 and 7, 2006, the respective Burke, DeForest, Sun Prairie and Madison governing bodies adopted authorizing resolutions to participate in the preparation of this Cooperative Plan, under Section 66.0307(4), Wisconsin Statutes.

WITNESSETH

Burke, DeForest, Sun Prairie and Madison enter into this Cooperative Plan under authority of Section 66.0307, Wisconsin Statutes, and jointly Petition the State of Wisconsin Department of Administration for Plan approval, in accordance with statutory procedures and time frames.

SECTION 1 PARTICIPATING MUNICIPALITIES

This Plan applies to the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison, located in Dane County, in south central Wisconsin, whose respective current mutual boundaries are shown on **Exhibit 1**.

SECTION 2 CONTACT PERSONS

The following persons and their successors are authorized to speak for their respective municipalities regarding this Cooperative Plan:

Burke: Amy Volkmann, Town Administrator/Clerk/Treasurer, 5365 Reiner Road, Madison, WI 53718 (608) 825-8420, FAX (608) 825-8422;

DeForest: JoAnn Miller, Village Administrator, 306 DeForest Street, DeForest, WI 53532 (608) 846-6751, FAX (608) 846-6963;

Sun Prairie: Patrick Cannon, City Administrator, 300 East Main Street, Sun Prairie, WI 53590 (608) 825-1193, FAX (608) 825-6879;

Madison: Bradley J. Murphy, Planning Unit Director, Room LL-100, Madison Municipal Building, Madison, WI 53703, (608) 266-4635, FAX (608) 267-8739.

SECTION 3
TERRITORY SUBJECT TO THE COOPERATIVE PLAN
AND BOUNDARY ADJUSTMENT AREA PLANS

The territory subject to this Cooperative Plan is all of the existing Burke territory shown on **Exhibit 1**, except that which has been recently annexed by the Village of Maple Bluff. The Boundary Adjustment Area is all of the same Burke territory to be governed by this Plan and ultimately transferred to DeForest, Sun Prairie or Madison as provided herein. The final Boundary Line between Madison and DeForest, Madison and the Town of Windsor, and Madison and Sun Prairie is described on **Exhibit 2** and shown on **Exhibit 3**. The Boundary Adjustment Area for each respective Village or City can be seen in the map shown on **Exhibit 3**, the Boundary Adjustment Area-DeForest (“BAA-D”), Boundary Adjustment Area-Sun Prairie (“BAA-S”) and Boundary Adjustment Area-Madison (“BAA-M”) respectively.

During the Boundary Adjustment Period, any of the municipal parties, by agreement with Burke and the affected property owner, may detach lands to Burke in order to consolidate parcels under common ownership into a single jurisdiction. Any such agreement shall be effected by a detachment ordinance enacted by the detaching municipality. Upon detachment of any territory under this Plan, the ordinances, certificate and plat shall be filed in accordance with §66.0227(5), Wis. Stats. Land detached to Burke shall be added to the Boundary Adjustment Area of the detaching municipality and governed by the applicable provisions of this Plan until subsequently reattached to the municipality.

3.1 BOUNDARY ADJUSTMENT AREA - DEFOREST

This Plan provides for the eventual transfer of all territory within the Boundary Adjustment Area-DeForest (“BAA-D”) from Burke to DeForest over approximately a thirty-year period. In general, except for “Protected Areas”, as depicted on **Exhibits 4 and 4A**, transfers will be made at a time determined by the property owners and upon acceptance by DeForest. At the expiration of the Protected Period, all remaining property within the BAA-D will be transferred to DeForest.

Burke will maintain all public improvements and provide municipal services including fire, safety, maintenance and plowing of streets, and refuse and recycling collection to and for properties located within the BAA-D but remaining within the Town during the Boundary Adjustment Period, unless other provisions have been provided through intergovernmental agreements. Upon transfer of parcels to DeForest, DeForest shall be responsible for such services, unless other provisions have been made through intergovernmental agreements with the Town or other entities.

3.2 BOUNDARY ADJUSTMENT AREA - SUN PRAIRIE

This Plan provides for the eventual transfer of all territory within the Boundary Adjustment Area-Sun Prairie (“BAA-S”) from Burke to Sun Prairie over approximately a thirty-year period. In general, except for “Protected Areas”, as depicted on **Exhibits 4 and 4B**, transfers will be made at a time determined by the property owners and upon acceptance by Sun Prairie. Territory within “Protected Areas” within the “BAA-S” may be transferred to Sun

Prairie when requested by a property owner provided the attachment is approved by both Sun Prairie and the Town of Burke. At the expiration of the Protected Period, all remaining property within the BAA-S will be transferred to Sun Prairie.

Burke will maintain all public improvements and provide municipal services including fire, safety, maintenance and plowing of streets, and refuse and recycling collection to and for properties located within the BAA-S but remaining within the Town during the Boundary Adjustment Period, unless other provisions have been made through intergovernmental agreements. Public improvements shall be maintained by Burke in good condition for the duration of the Plan. Upon transfer of parcels to Sun Prairie, Sun Prairie shall be responsible for such services, unless other provisions have been provided through intergovernmental agreements with the Town or other entities. It is anticipated that some properties transferred into Sun Prairie will be more efficiently served with sewer and water service by Madison. Sun Prairie and Madison agree to consider such arrangements in the future as these services are extended to serve properties adjacent to the BAA-S.

3.3 BOUNDARY ADJUSTMENT AREA - MADISON

This Plan provides for the eventual transfer of all territory within the Boundary Adjustment Area-Madison (“BAA-M”) from Burke to Madison over approximately a thirty-year period. In general, except for “Protected Areas”, as depicted on **Exhibits 4, 4A and 4C**, transfers will be made at a time determined by the property owners and upon acceptance by Madison. In order to accommodate public school planning concerns of the DeForest Area School District, the number of building permits issued for residential development within the BAA-M on lands located within the boundaries of the DeForest Area School District at the time of application for final plat approval shall be limited to not more than fifty (50) single-family units per year per subdivision. Permits for multi-family development may be substituted for single-family development permits at a ratio of 3.3 multi-family dwelling units for one single-family dwelling unit. This annual building permit allocation is not transferable between subdivisions, and is not cumulative from one year to the next. For purposes of this provision, the definition of multi-family development includes rowhouses, apartment and condominium buildings containing more than two attached dwelling unit, and dwelling units within mixed-use buildings. Duplex units shall be considered single family units. The annual building permit limitations in this section may be modified by mutual agreement of DeForest and Madison by intergovernmental agreement pursuant to §66.0301, Wis. Stats. For purposes of calculating the limitations under this section:

- all developments on any parcel or combination of parcels shown as being under common ownership on **Exhibit 5** shall be considered a single subdivision, regardless of the number of plats approved, except that the Hoepker Trust parcel may be divided into not more than two subdivisions;
- for all parcels in the BAA-M not identified on **Exhibit 5**, all parcels under common ownership on the date of this Plan or hereafter shall be considered a single subdivision, regardless of the number of final plats approved. Residential building permits in subdivisions approved on any such parcels which contain less than one hundred fifty

(150) lots shall be further restricted to not more than twenty percent (20%) of the approved single-family units (or multifamily equivalents thereof calculated in accordance with the previous paragraph) within such subdivision in any year.

At the expiration of the Protected Period, all remaining property within the BAA-M will be transferred to Madison.

Burke will maintain all public improvements and provide municipal services including fire, safety, maintenance and plowing of streets, and refuse and recycling collection to and for properties located within the BAA-M but remaining within the Town during the Boundary Adjustment Period, unless other provisions have been provided through intergovernmental agreements. Upon transfer of parcels to Madison, Madison shall be responsible for such services, unless other provisions have been provided through intergovernmental agreements with the Town or other entities.

Public water and sanitary sewer service will continue to be provided by DeForest to existing customers located within the BAA-M and now served by facilities acquired by the Village from the Token Creek Sanitary District, whether or not the land is located within Madison or the Town. In addition, DeForest will provide water service to new customers in parts of the BAA-Madison as provided in sec. 8 hereof.

3.4 Long-Term Boundary and Extraterritorial Jurisdiction

This Plan will establish a new boundary between DeForest and Madison and between Sun Prairie and Madison and will result in the eventual dissolution of Burke at the end of the Protected Period. This future boundary is described in **Exhibit 2**, shown on **Exhibit 3**, and referred to herein as the "Boundary Line." Upon State approval of this Plan, DeForest may thereafter exercise its statutory official map authority and extraterritorial zoning and subdivision jurisdiction within the entire BAA-D, Sun Prairie may thereafter exercise its statutory official map authority and extraterritorial zoning and subdivision jurisdiction within the entire BAA-S, and Madison may thereafter exercise its statutory official map authority and extraterritorial zoning and subdivision jurisdiction within the entire BAA-M. The extraterritorial land division review jurisdiction of the cities and the Village in their respective areas shall be exclusive.

Madison further agrees that it shall not annex any territory from the Town of Windsor, without the approval of DeForest and Sun Prairie. All parties further agree that Madison and Sun Prairie may at any time(s) in the future enter into an intergovernmental agreement for cost-sharing of proposed public street improvements to the approximately one-half mile long section of Hoepker Road that is located on or adjacent to the Boundary Line and west of Rattman Road, and that Madison and Sun Prairie may also further agree to take any necessary steps to move any part or all of the approximately one-mile length of the Boundary Line from the north right-of-way line of Hoepker Road to the section line or other agreed location, all without the approval of Burke or DeForest, and without formal amendment of this Plan

3.5 School District Boundaries

All parties acknowledge that the changes in municipal boundaries provided for in this Plan will not, and are not intended to, change the boundaries of any school district whose boundaries include such lands. Nothing in this Plan is intended to affect in any way the boundaries of any such district or to influence any change that might otherwise occur under separate procedures set forth in the Wisconsin Statutes.

SECTION 4 ISSUES, PROBLEMS, OPPORTUNITIES

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

A. Protect Burke and Eliminate Annexation Disputes.

Like many urban towns located next to incorporated municipalities, Burke has been fragmented by numerous prior annexations to the Village of Maple Bluff, DeForest, Madison and Sun Prairie. Potential and future annexations to DeForest, Madison and Sun Prairie make uncertain the long term viability of Burke as a separate governmental entity. This Plan determines Burke's future with certainty through October 26, 2036, resolves potential disputes over Burke territory, and establishes a basis for future governmental cooperation, providing for an orderly transition of Burke territory to DeForest, Madison and Sun Prairie, and preserves Burke's viability while it remains a town.

The term and implementation phases of boundary adjustments under this Cooperative Plan recognize and attempt to balance the competing desires of existing Burke residential and commercial properties with the development needs of DeForest, Madison, Sun Prairie and other Burke property owners. Owners of most existing residential and commercial parcels desire to remain in Burke as long as possible. Owners of larger developable parcels may seek to annex to DeForest, Madison or Sun Prairie and develop their lands to city or village standards and with a full range of municipal services that Burke generally does not provide in most future urban growth areas.

Most significantly, this Cooperative Plan provides for the eventual dissolution of Burke after a Protected Period of approximately thirty years. During the term of this Cooperative Plan, unless otherwise provided, attachment to DeForest, Madison or Sun Prairie of Burke parcels located outside of designated Protected Areas will occur under a summary interim attachment procedure available only to willing owners. On October 27, 2036, a final attachment to DeForest, Madison and Sun Prairie of all remaining Burke lands, including any Protected Areas, islands and any other remaining Burke territory, will occur and Burke will be permanently dissolved.

B. Assure Orderly Development Within the Plan Area.

The Parties agree that all "development" within all Town territory shall be subject to

approval by the respective City or Village to which it will eventually be attached, in accordance with the respective City or Village Development Requirements.

Capital infrastructure improvements typically require a planning, design and construction time line of several years in length. This Cooperative Plan will enable DeForest, Madison and Sun Prairie to confidently plan and design for the ultimate extension of public infrastructure improvements into all Burke territory which will eventually become attached to and develop in the respective City or Village. The timely extension of such public infrastructure and the orderly phasing of urban growth and development will be greatly enhanced by the Plan.

C. Establish Mechanism for Joint Planning .

Historically, the Parties have met only infrequently, usually on a reactive basis. Section 13 provides opportunity for joint planning and cooperation in the management and control of storm water. Subsection 11 C provides for cooperation to find mutually acceptable solutions to issues concerning the operation of quarries and non-metallic mines located within Burke. The Parties believe that this Plan itself provides a mutually beneficial framework for joint discussion and planning; and that it will lead to a reduction in intergovernmental tension and promote cooperation, joint planning and problem solving, for more efficient delivery of municipal services both within and beyond the Plan Area.

D. Provide for Revenue Sharing to Burke for the Loss of Tax Revenue.

This Plan allows several early attachments to occur. Whenever a Burke property is attached to DeForest, Madison or Sun Prairie, unless otherwise provided under this Plan, the current statutory revenue sharing procedure for annexations, wherein over the first five years following attachment the respective City or Village shall collect and remit revenue sharing payments to Burke based upon the final Burke share of property taxes in the year of attachment, will reduce the immediate impact of the loss of tax revenue to Burke's budget. Unless otherwise provided, the attaching City or Village will also assume provision of municipal services to any Burke territory immediately upon attachment, thereby relieving Burke of such obligations.

E. Orderly Urban Growth.

Without provision of urban services of municipal sewer and water, new development in the remaining Burke territory could result in a patchwork of non-compact Town and "leap-frog" City or Village growth. The Parties agree to the restriction and regulation of development in accordance with the provisions of this Plan in the Burke territory outside of the Protected Areas and to permit this territory to be attached to DeForest, Madison or Sun Prairie and developed to respective City or Village standards served by the full range of City or Village municipal services and facilities as allowed by this Plan. Within and outside of the Protected Areas, Burke agrees to condition all development approvals upon review and approval by the respective City or Village to which such property will eventually be attached under the Development

Requirements of said City or Village, except that the full range of urban services may not be required, in the sole discretion of the said City or Village. This approach will promote a more uniformly compact, economical and orderly urban development under a full municipal service local jurisdiction.

F. Increased Level of Public Services Available to All Areas of Burke.

As more specifically provided in Section 8 of this Plan, DeForest, Madison and Sun Prairie will plan for and construct public sanitary and water service infrastructure throughout the Cooperative Plan Area from time to time, as Burke lands become attached to and developed in the respective City or Village. 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 all properties within the Plan Area.

G. Alternatives Considered.

Due to the fragmentation of the Town resulting from past annexations by the Village of DeForest, Village of Maple Bluff, City of Sun Prairie and City of Madison, as well as pending and prospective annexations, the Town faces the prospect of losing significant amounts of territory and tax base, threatening the ability of the Town to plan for and continue to provide adequate municipal services. Options available to the Town are limited. Recent legislative enactments have increased the difficulty in keeping the Town intact by challenging annexations. Complete consolidation with a neighboring municipality is unrealistic given the remaining geography of the Town. Consolidation would also be politically difficult given the identification of different areas of the remaining Town with different incorporated municipalities and school districts.

The Town is served by 3 different school districts, and many property owners identify with the principal municipality served by their individual school district. Transfer of the Town to the Village, Sun Prairie and Madison is compatible with current school district boundaries. School district boundaries are not affected by any provision of the Plan. The option of complete and immediate consolidation with any one municipality would cause financial hardship to the citizens of Burke as well as potentially overwhelming the municipal services of the consolidating community. Sun Prairie's municipal services, particularly sewer and water are not capable of servicing the whole of the Town, and thus, that portion of the Town which can be served by Sun Prairie and that is within the Sun Prairie school district will be transferred to it. DeForest has acquired the Token Creek Sanitary District facilities, which were designed to specifically serve properties within the BAA-D. Under this Plan, Madison will be acquiring the Burke Utility District #1 in order to better serve territory transferred to it in the BAA-M section.

The proposed gradual, owner driven transition is the most reasonable and acceptable alternative to the people of the Town. Moreover, the Plan's provision for a date certain on which the remainder of the Town will be dissolved will allow more accurate long-term planning and, consequently, more efficiency in the continued provision of services by the Town during the planning period.

SECTION 5
TERM OF THE PLAN AND BOUNDARY ADJUSTMENT PERIOD

A. Term

The term of this Cooperative Plan shall commence upon the date of its approval by the Wisconsin Department of Administration and shall terminate at 12:01 a.m. on October 27, 2036 (the “Transition Date”). This term shall also be known as the “Protected Period.” 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 on the Transition Date. The basis for the thirty-year boundary adjustment period is that such time period is deemed by the Parties to be necessary to protect existing Burke owners from annexations against their will and for DeForest, Madison and Sun Prairie to fully assimilate the Burke territory in an orderly and cost effective manner. Certain specified obligations, including, but not limited to, those in Sections 8 and 17 of this Plan shall continue beyond the term of the Plan. Unless otherwise provided for herein or agreed to in writing, including, but not limited to, the final transfer of Town assets and liabilities from Burke to DeForest, Madison and Sun Prairie, no payments or revenue sharing between the Parties shall continue after the Transition Date.

B. No Early Termination of Protected Period

Except as provided in Section 9.C.(7) below, this Plan does not authorize Burke to separately agree at any time prior to the Transition Date with DeForest, Madison and/or Sun Prairie, without the consent of the affected landowners, for the early attachment of any or all Burke territory which is designated to be attached to the respective Village or City on the Transition Date to be attached to said Village or City on an earlier date without amendment of this Cooperative Plan.

C. Town Government During the Protected Period

Except as otherwise provided in this Plan, Burke retains full and independent governmental authority throughout the Town during the Protected Period. Burke shall exercise that authority in good faith in order to protect the Town’s interests and to assure that the Town’s finances and property are in reasonable condition for transfer to DeForest, Madison and Sun Prairie at the end of the Protected Period.

Examples where the Town would not be exercising its governmental authority in good faith to protect the Town’s interests and to assure that the Town’s finances and property are in reasonable condition for transfer to the Village and Cities at the end of the Protected Period include, but are not limited to, the following, if the dollar amount is material and the Town's action is not otherwise justifiable as reasonably prudent financial management:

1. Borrowing funds for current operational expenses that are repaid beyond the fiscal year in which the borrowed proceeds were used.

2. Borrowing funds whose unamortized principal at any time during the payback period is greater than the depreciated value of the facilities acquired with borrowed funds, or having an exceptionally long payback period that extends beyond the end of the Protected Period.
3. Borrowing funds at terms and rates that are less favorable than market rates.
4. Substantial deferral of or substantial failure to perform routine or necessary maintenance to current standards on public infrastructure and facilities.
5. Entering into agreements for goods, or services for which payment has been deferred beyond the period where the goods and services have been consumed or obtained.
6. Except as agreed by the Town and the Village or City in which the facility will be located after the Protected Period, undertaking the development of a capital facility, or joint participation in such a project that is not essential to the efficient operation of the Town, and would unreasonably commit a Village or City to future operating, maintenance and debt retirement costs, or contingent liability for non-essential purposes.
7. Hiring to significantly increase the total number of Town employees in later years of the Protected Period.
8. Entering into contractual obligations (including collective bargaining agreements) extending unreasonably beyond the Protected Period.
9. Consistent refusal or failure to provide reasonably sufficient necessary municipal services (including but not limited to protective services), consistent with the Town's size and characteristics, to protect the health, safety, and general welfare of Town residents and visitors, and to preserve and protect private property in all areas of the Town.

SECTION 6 DEFINITIONS

For the purposes of this Plan:

A. “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 Madison, Sun Prairie or DeForest for governmental purposes does not constitute development.

B. “Madison Development Requirements” means Madison’s adopted ordinances, plans, policies, standards and procedures and include, but are not limited to, all adopted neighborhood development plans, land use or comprehensive plans, the Land Subdivision Regulations Ordinance (Sec. 16.23, Madison General Ordinances (“MGO”), Impact Fee Ordinance (Chapter 20, MGO), Zoning Code (Chapter 28, MGO), and the Public Stormwater

System Including Erosion Control Ordinance (Chapter 37, MGO), as any of the foregoing may be amended from time to time. All new or replacement signs, billboards or street graphics in the BAA-M area of the Town shall comply with the restrictions of the Madison Street Graphics Control Ordinance (Chapter 31, MGO) 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 regulations shall apply.

C. “Sun Prairie Development Requirements” means Sun Prairie’s adopted ordinances, plans, policies, standards and procedures, including, but not limited to, the Sun Prairie Master Plan 2020 and all successor comprehensive plans adopted by the City, all components of said Master Plan 2020, including the Westside Neighborhood Land Use and Transportation Plan and the Residential Development Phasing Plan, all municipal ordinances including, but not limited to, the City of Sun Prairie Zoning Ordinance (Title 17), Subdivision Ordinance (Title 16), Impact Fee Ordinance (Title 18), Stormwater Management Ordinance (Chapter 15.30), and Erosion Control Ordinance (Chapter 15.28), all City adopted policies, including, but not limited to, the City’s sidewalk policy and engineering design standards, and all other ordinances, plans, policies, standards and procedures that are determined to be applicable or that may be adopted over the term of the Plan, as amended from time to time.

D. “DeForest Development Requirements” means DeForest’s adopted ordinances, plans, policies, standards and procedures, including, but not limited to, all adopted neighborhood development plans, land use, master or comprehensive plans, Subdivision Code (Chapter 13 of the DeForest Municipal Code), Impact Fee ordinances (contained in Chapter 13 and §8.05 of the DeForest Municipal Code), Zoning Code (Chapter 15 of the DeForest Municipal Code), Floodplain ordinances (Chapter 21 of the DeForest Municipal Code), Erosion Control and Stormwater Management regulations (Chapter 24 of the DeForest Municipal Code) as any of the foregoing may be amended from time to time.

E. “Town island” means territory in the Town completely surrounded by territory of a single City or Village.

F. “Exhibits” referred to in this Cooperative Plan are attached to the Plan and incorporated as part of the Plan.

G. “Plan Area” or “Cooperative Plan Area” is the territory subject to and covered by this Cooperative Plan and includes the entire Town of Burke. The Plan Area is shown on **Exhibit 1**.

H. “Protected Areas” are the residential, commercial or industrial territory of the Town that may not be attached to Village or City until the end of the Protected Period, as specified in Section 9 B. and shown on **Exhibits 4, 4A and 4C** of this Plan, except as specifically provided herein for territory in the BAA-S and shown on **Exhibit 4B**.

I. “State approval” means State approval of this Cooperative Plan, under Wis. Stat. § 66.0307, at the conclusion of all judicial appeals thereof, or the expiration of the time in which any such appeal may be sought if no appeal is taken.

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

7.1 General

The territory subject to and covered by this Cooperative Plan is the entire Town of Burke. The Cooperative Plan Area is also included in Madison's Comprehensive Plan, adopted on January 17, 2006 as well as respective Village of DeForest and City of Sun Prairie plans. The territory covered by Madison's Comprehensive Plan is referred to herein as the "Madison Comprehensive Plan Area." The Madison Comprehensive Plan includes a description of existing conditions within the Madison Comprehensive Plan Area. The existing conditions and background section of the Madison Comprehensive Plan provides a narrative summary of existing land uses, topography and natural features, stormwater drainage, and site analyses. The Madison Comprehensive Plan includes a series of maps summarizing existing conditions and growth and development problems and opportunities in the area covered by this Cooperative Plan.

In addition the following more detailed Madison neighborhood development plans covering some of the Cooperative Plan Area include:

Rattman Neighborhood Development Plan
Nelson Neighborhood Development Plan
Hanson Neighborhood Development Plan
Felland Neighborhood Development Plan

The adopted Madison neighborhood development plans guide Madison'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. Included as **Exhibit 7**, is a current land use map for the Cooperative Plan Area which shows the level of existing development within the Cooperative Plan Area.

The Madison Peripheral Area Development Plan was prepared by Madison and adopted in 1990. While the more recent and more detailed neighborhood development plans provide more current adopted policy recommendations for the Madison Comprehensive Plan Area, the Peripheral Area Development Plan contains useful background information on conditions which existed within the Madison Comprehensive Plan Area, and the growth and development policy recommendations applicable to this area in 1990. The Comprehensive Plan updates Madison's 1990 Peripheral Area Development Plan.

In addition to Madison's adopted plans, the Town of Burke has prepared a Land Use Plan which was adopted in 1999. The Town Comprehensive Plan provides a general description of the physiographic conditions within the Town, a demographic profile, household characteristics, population projections, a summary of existing and proposed land uses and all nine required

elements under the State's Smart Growth Law. 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 Burke, DeForest, Sun Prairie and Madison and a land use inventory for all communities.

7.2 Existing Ordinances that Affect the BAA

A. Town

The BAA is governed by the existing Town of Burke ordinances. Land use within the BAA is currently subject to the ordinances of Dane County including the Dane County Zoning Code and its Shoreland Regulations, Shoreland-Wetland & Inland-Wetland Regulations, Floodplain Ordinance, and Land Division and Subdivision regulations. These ordinances and regulations can be found at the Dane County website: <http://co.dane.wi.us/ord/dcord> Land within the Town is also subject to the extraterritorial subdivision ordinances of either the Village, Madison or Sun Prairie.

B. Village

As jurisdiction over any parcel transfers to the Village as provided in the Plan, the land will become subject to all of the provisions of the DeForest Municipal Code, including the Zoning Code (Chapter 15), the Floodplain Zoning Ordinance (Chapter 21), the Erosion Control and Stormwater Management Ordinance (Chapter 24) and the Shoreland-Wetland Zoning Ordinance (Chapter 25), as any of the foregoing may be amended from time to time.

C. Sun Prairie

As jurisdiction of any parcel transfers to Sun Prairie as provided in the Plan, the land will become subject to all of the provisions of Sun Prairie's adopted ordinances, plans, policies, standards and procedures, including, but not limited to, the Sun Prairie Master Plan 2020 and all successor comprehensive plans adopted by Sun Prairie, all components of said Master Plan 2020, including the Westside Neighborhood Land Use and Transportation Plan and the Residential Development Phasing Plan, all municipal ordinances including, but not limited to, the City of Sun Prairie Zoning Ordinance (Title 17), Subdivision Ordinance (Title 16), Impact Fee Ordinance (title 18), Stormwater Management Ordinance (Chapter 15.30), and Erosion Control Ordinance (Chapter 15.28), all Sun Prairie adopted policies, including, but not limited to, the sidewalk policy and engineering design standards, and all other ordinances, plans, policies, standards and procedures that are determined to be applicable or that may be adopted over the term of the Plan, all as amended from time to time.

D. Madison

As jurisdiction over any parcel transfers to Madison as provided in the Plan, the land will become subject to all of the provisions of Madison's adopted ordinances, plans, policies, standards and procedures and include, but are not limited to, all adopted neighborhood

development plans, land use, master or comprehensive plans, the Land Subdivision Regulations Ordinance (Sec. 16.23, Madison General Ordinances (“MGO”), Impact Fee Ordinance (Chapter 20, MGO), Zoning Code (Chapter 28, MGO) and the Public Stormwater System Including Erosion Control Ordinance (Chapter 37, MGO), as any of the foregoing may be amended from time to time. All new or replacement signs, billboards or street graphics in the BAA-M area of the Town shall comply with the restrictions of the Madison Street Graphics Control Ordinance (Chapter 31, MGO) 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 regulations shall apply.

7.4 SOCIAL AND ECONOMIC ATTRIBUTES OF THE AREA

A. De Forest

The DeForest Area Chamber of Commerce markets the area for economic development purposes. Burke and DeForest are members of a joint tourism commission that promotes the “North Star” region consisting of those 2 municipalities and the Towns of Vienna and Windsor for tourism.

1. Local and Regional Shopping Patterns

Residents in the proposed BAA-D are approximately 2.5 miles south of one of the Village of DeForest’s primary retail shopping areas that includes a major grocery store, a hardware store, a pharmacy, a bank, and other smaller retail shops and restaurants. This area is closer to the proposed BAA-D than any of the other neighboring municipalities and retail centers located within those municipalities. County Highway CV serves as a direct link between this shopping area and the proposed BAA-D allowing local traffic to utilize this route instead of the Interstate 39/90/94 or U.S. Highway 51. The availability of goods and the convenient local access demonstrate that DeForest meets the everyday shopping needs and conveniences of this area.

In addition, lands located adjacent to the northern end of the BAA-D, both within the Savannah Brook Subdivision located south of STH 19, and along the north side of STH 19 both east and west of U.S. Hwy 51 are slated for commercial development. Significant retail development within this area is anticipated within the next several years, further enhancing the identity of interests between residents within the BAA-D and retail stores and service providers in the Village.

Regional shopping patterns for this area reflect the surrounding area. The location of major transportation routes and employment centers in Dane County has created a significant commuting pattern that may allow persons traveling to or from work to shop at larger retail stores and for professional services as convenient. East Towne Mall is a major retail center that serves all of Eastern and Central Dane County as well as southern Wisconsin. However, the commercial development planned for the intersection of Highway 51 and State Highway 19 will

provide specialty shopping directly adjacent to the BAA-D, and will reduce the need for trips into Madison for specialty goods.

2. Social and Organizational Characteristics

a. DeForest Area School District

Most notably, much of the BAA is served by the Village of DeForest School District. This characteristic has been identified as the primary defining characteristic of the area that ties the residents of this area to the Village of DeForest. The boundaries of the DeForest Area School District will not be altered by this Plan.

The DeForest Area School District website offers the following description of the area:

The DeForest Area, the “North Star of Dane County” is an area with all the peace and quiet of rural Wisconsin and the convenient proximity to some of Wisconsin's best attractions. Whether you plan to see the Wisconsin State Capitol in Madison or would like to spend some time in the Dells, we are conveniently located to make both places pleasurable.

The DeForest Area School District is rated among the best in the state by the Wisconsin Department of Public Instruction. The area's high school graduation rate consistently ranks above the state average. The majority of the district's high school graduates enroll in either two- or four-year colleges.

The school district serves a diverse citizenry in the Northeast quadrant of Dane County. The majority of our 3,100 students reside in the rural-suburban communities of DeForest and Windsor, though the District serves portion of six other municipalities in a 100-square mile area. The other communities include Hampden, Leeds, Bristol, Burke, Vienna and portions of Madison. www.deforest.k12.wi.us

b. DeForest Chamber of Commerce

The DeForest Chamber of Commerce actively markets and promotes economic development activities for the area, including the proposed BAA. The primary economic development link on the Chamber website lists its service area and objectives for the area.

Other community civic groups also have membership from and activities impacting the proposed BAA. A partial list includes DeForest Rotary Club, the DeForest Area Friends of the Arts, the DeForest Area Historical Society, multiple athletic clubs and teams, as well as parent-teacher organizations. The DeForest Chamber of Commerce maintains a list at its website www.deforestarea.com.

c. Area Churches

The following churches and their congregations are located in and around the Village of DeForest, including the boundary adjustment area.

Burke Lutheran Church; Christ Lutheran Church; Christian Faith Moravian Church; DeForest Baptist Church; DeForest Evangelical Free Church; Harvest Community Church; Lord of Love Lutheran Church; North Windsor United Methodist Church; Norway Grove Lutheran Church, ELCA; Our Lady of Hope Old Catholic Church; St. Olaf's Catholic Church; Spring Prairie Lutheran Church, ELCA; United in Christ Lutheran Church, ELCA; Zion Evangelical Lutheran Church.

B. Sun Prairie

1. Local and Regional Shopping Patterns

Local and Regional shopping patterns for the BAA-S area will be similar to those for others areas within this part of Dane County. Access to the East Town Mall, a major retail center on Madison's east side, is provided through the existing street network. Shopping areas closer to the BAA-S area are planned and under construction in the Sun Prairie Westside Neighborhood and existing smaller scale shopping centers within the City of Sun Prairie.

2. Social and Organizational Characteristics

a. School District

Most of the BAA-S area lies within the DeForest Area School District with some of this area, specifically areas within the Sun Prairie Westside Neighborhood, falling within the Sun Prairie Area School District. Those school district boundaries will not be affected by this Plan. A web link to each school district is provided as follows: <http://www.deforest.k12.wi.us/> and <http://blog.spasd.k12.wi.us/>

b. Chamber of Commerce

The Sun Prairie Chamber of Commerce markets and promotes economic development in the Sun Prairie area. The mission statement of the chamber is, *To foster, promote and protect the business interest of our members and to create a positive economic, political, educational and social climate in Sun Prairie.* The Sun Prairie Chamber of Commerce website is <http://www.sunprairiechamber.com/>.

In addition to the efforts of the Chamber of Commerce, the City also has a full time Economic Development Coordinator to promote economic development in the area.

c. Churches

The following churches and their congregations are located in and around the City of Sun Prairie, including the boundary adjustment area.

Apostolic Church of Sun Prairie; Assembly Of God Of Royal Oaks; Bethlehem Lutheran Church; Bristol Lutheran Church; Calvary Baptist Church; Church of Jesus Christ of Latter-Day Saints; Freedom Lutheran Church; Good Shepherd Episcopal Church; Grace Evangelical Church; Jehovah's Witnesses; Living Water Lutheran Church; Living Hope Fellowship; Madison Hmong Alliance Church; Moravian Church Administrative; Our Saviour's Lutheran Church; Peace Lutheran Church; Prairie Creek Community Church; Prairie Springs Church; Sacred Heart Catholic Church; Sacred Hearts Of Jesus And Mary; Saint Albert Catholic Church; Saint Albert The Great Church; Saint Chadwick Episcopal Church; Saint Joseph's Catholic Church; Sun Prairie Community Church; Sun Prairie Revival Church; Sun Prairie United Methodist Church; United Methodist Church.

d. Miscellaneous

Other Sun Prairie social organizations as listed on the Sun Prairie Chamber of Commerce website include the following:

4-H Happy Hikers, 4-H Maple Knoll; American Legion Auxiliary #333; American Legion Post #333; Boy Scout Troop #333; Boy Scout Troop #47; Brownie Troop #686; Business Improvement District; Catholic Order of Foresters; Children's Service Society of Wisconsin; Christian Women's Club; Colonial Club Senior Center; Columbus Community Hospital; Cub Scout Pack #143; Cub Scout Pack #443; Cub Scout Pack #543; Eastern Star; Exchange Club; Friends of the Library; Friends of McCarthy Park; Garden Club; Giggly (Doodlebug the Clown); Historical Restoration; Job's Daughters; Joining Forces for Families; KIDS 4 Television; Knights of Columbus; Lions Club; Madison Drum & Bugle Association; Main Shopping Center; Municipal Electric Utilities of WI Inc.; Prairie Heritage Quilters; Rotary Club; Sacred Hearts Athletic Association; Share Food Program; Snowmobile Club-Prairie Riders; Soccer Association; Sun Prairie Booster Club; Sun Prairie Business & Education Partnership; Sun Prairie Cheer Program; Sun Prairie Civic Theatre; Sun Prairie Farmers Market; Sun Prairie Historical Museum & Library; Sun Prairie Optimist Club; Sun Prairie Youth Hockey Association; VFW Auxiliary #9362; VFW Post #9362; Wisconsin Partnership for Housing Development; Women's Self-Defense Workshop; XI Beta Kappa; YMCA; Young Life in Sun Prairie; Youth Center.

C. Madison

1. Local and Regional Shopping Patterns

Residents within the proposed BAA-M are located in very close proximity to the East Washington Avenue/East Towne Regional Retailing and Commercial Shopping District. This

district provides a broad range of goods and services targeted toward regional, community level and neighborhood shopping needs.

2. Social and Organizational Characteristics

a. School District

Lands within the BAA-M are primarily located within the DeForest School District and Sun Prairie School District. The City of Madison's Comprehensive Plan provides a good summary of school district boundaries as they relate to the BAA-M. This discussion can be found in the Community Facilities Chapter and Intergovernmental Cooperation Chapter of the Madison Comprehensive Plan. Those school district boundaries will not be altered by this Plan.

b. Economic Development

The City of Madison's economic development strategy is outlined in the Economic Development Chapter of the Comprehensive Plan. The City implements its economic development strategy by working closely with community organizations such as the Greater Madison Chamber of Commerce and state organizations, Downtown Madison, Inc., and Dane County. The City's Community and Economic Development Division within the Department of Planning & Development and the Office of Business Resources, also cooperate to carry-out the City's economic development strategy. The Comprehensive Plan contains a summary of the City's economic development implementation programs, and a listing of the City's economic development strategy which contains the City's goals, objectives, policies and implementation strategies.

c. Community Facilities

The community facilities chapter of the Madison Comprehensive Plan summarizes the facilities and services available to Madison's citizens. The community facilities element of the plan provides a good summary of the availability of facilities such as libraries, hospitals, childcare centers, public health facilities, neighborhood and community centers, churches, schools, police and fire facilities, etc. The plan also contains a listing of goals, objectives, and implementation strategies to carry-out and continue to meet the needs of the growing community.

SECTION 8

PROVISION OF SANITARY SEWER AND WATER SERVICE AND DEVELOPMENT IN COOPERATIVE PLAN AREA OUTSIDE OF PROTECTED AREAS

DeForest, Madison and Sun Prairie will plan for and construct public sanitary and water service infrastructure throughout the Cooperative Plan Area, outside of Protected Areas, from

time to time, as Town lands become attached to and developed in the respective City or Village under the normal rules and policies applicable from time to time within the respective municipality. In addition, the following provisions of this section shall apply to promote the orderly development of utility infrastructure and to maximize the efficiency of the provision of utility services in the boundary adjustment areas.

A. Lands to be Attached to the Village

Public water and sanitary sewer service provided in the BAA-D area by the Token Creek Sanitary District, has been transferred to the Village for all BAA-D lands included within the Sanitary District's approved service area. Details of the service provisions for Town lands in the BAA-D are provided by an existing Service Agreement that is part of the merger agreement that has been approved by the Public Service Commission of Wisconsin ("PSCW"). A copy of that Service Agreement is attached as **Exhibit 8**. The terms and conditions contained in **Exhibit 8** shall continue with respect to BAA-D lands except as modified by this Agreement.

B. Lands to be Attached to Sun Prairie

Public water and sanitary sewer service in the BAA-S area shall be provided by Sun Prairie, at such time as the City, in its sole discretion, determines that such services should be extended into the territory; or, such services may be provided through separate intergovernmental agreement. Sun Prairie intends to continue its policy of not extending public sewer and water to serve unincorporated territory. Sun Prairie and Madison acknowledge that some properties located within the BAA-S may be more efficiently served with sanitary sewer and water service provided by Madison. Specifically, certain lands and existing subdivisions in the BAA-S located north of Hoepker Road, due to capacity and topographic limitations, may be better served by such an arrangement. Sun Prairie and Madison agree to consider such arrangements in the future as infrastructure is extended by Madison into lands adjacent to the BAA-S.

C. Lands to be Attached to Madison

1. General Provisions.

Except within the service area of Burke Utility District #1 as provided in subsection 2, and except for areas within the BAA-M to be served by DeForest as provided in subsection 3 below, public water and sanitary sewer service in the BAA-M area shall be provided by Madison, at such time as the City, in its sole discretion, determines that such services should be extended into the territory.

Except as provided below, Madison will continue its ordinance policy of not extending public sewer and water to serve unincorporated territory. Property in the Town may receive Madison sewer and water service as more specifically described in Section 12 of this Plan. The conditions for receiving such utility services are that the said services must be reasonably available, the property must be in an Urban Service Area, and the owner must agree to pay any costs of extension and connection to those services, plus interest thereon, over a five-year period and must further agree to attachment of the property to Madison at the end of the five-year

period, unless the subject property is already scheduled for attachment in less than five years under Final Attachment. The procedure to be followed for implementation of the property owner's agreement to attach may be through the contemporaneous adoption of an Intermediate Attachment ordinance with the effective date of attachment delayed for the five-year period. Madison will be upholding 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 Madison public utility services over five years, without also having to pay a higher local share of property taxes to Madison during the same five-year period. Notwithstanding any other provision of this Plan, no property in the BAA-M will be required to connect to the Madison public utility services prior to attachment of such property to Madison.

Prior to lands being served by public sewer service, the land must be included in an 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 Urban Service Area boundary, the Dane County Community Analysis and Planning Division, or a successor agency to the Dane County Regional Planning Commission must review the request, and the Wisconsin Department of Natural Resources must approve the request.

2. Purchase of Burke Utility District #1

Madison shall acquire all right title and interest in the Burke Utility District #1 under the terms as set forth in **Exhibit 9**. Following the closing of the purchase, Madison shall have the exclusive right and responsibility for providing water and sanitary sewer services in the service area of Burke Utility District #1.

3. Service within BAA-M provided by DeForest

a. Water Service.

DeForest shall have the exclusive right and obligation to provide municipal water service to all properties within the geographical area described and depicted as the DeForest Extraterritorial Water Service Area (DXWSA) in **Exhibit 6**, including continued service to all existing customers of the DeForest utilities on the effective date of this Plan, and all new customers who shall be entitled to make new service connections as provided herein. Such service obligation and right shall continue to apply irrespective of the attachment of any part of the DXWSA to Madison, whether before or after a service connection is made. Notwithstanding the foregoing, DeForest shall at all times have the right to refuse service, or to discontinue any existing service, to any customer as a result of nonpayment of user or other charges, violation of any ordinance or rule regulating the use of Village utilities, or for any other reason permitted by law, provided that DeForest shall not discriminate in the provision of service based on the location of the customer in the BAA-Madison or the City of Madison. Such service shall be provided on the terms and conditions contained in pars. 4 and 5 below.

Properties within the BAA-M but outside of the DXWSA shall be entitled to continued

water service and new water service connections shall be permitted to the extent allowed under the terms of the Service Agreement attached hereto as **Exhibit 8** prior to their attachment to Madison. Notwithstanding the foregoing, Madison shall have the superior right to serve any new customers within the BAA-M outside of the DXWSA with water service on the terms set forth in subsection C1. All requests for new water service connections in the BAA-M but outside of the DXWSA shall be promptly referred to Madison for review and consideration. Madison shall notify DeForest of its election to provide the service within ninety (90) days of the date of the request. If Madison does not provide such notification, or if Madison is unwilling or unable to provide the connection within six (6) months from the date of the election, DeForest shall have the right to provide the service. The election by Madison to provide the service shall be deemed an agreement to attach the subject property to Madison's water service area and to assume responsibility to provide the service in the event a complaint is filed with the PSCW concerning the connection or failure or refusal to make the connection.

b. Sanitary Sewer Service.

Sanitary sewer service in the DXWSA shall continue to be provided by DeForest for all existing customers and any new customers who are connected to the DeForest system while the customer is located in Burke, notwithstanding the subsequent attachment of any such properties to Madison. No new sanitary sewer connections to the DeForest system shall be allowed for properties once they are attached to Madison, except by mutual agreement of Madison and DeForest. Notwithstanding the foregoing, Madison shall have the superior right to provide sanitary sewer service to all properties within the BAA-M, other than in the Protected Area. All requests for sanitary sewer service in the BAA-Madison but outside of the Protected Area shall be promptly referred to Madison for review and consideration. Madison shall notify DeForest of its election to provide the service within ninety (90) days of the date of the request. If Madison does not provide such notification, DeForest shall have the right, but not the obligation to provide the service. Burke and DeForest agree that to the extent the provisions of this subsection as they relate to sanitary sewer service are inconsistent with the provisions of Exhibit 8, the provisions herein shall supersede the conflicting provisions.

c. Mutual Modification.

DeForest and Madison agree that upon the request of either party, the parties will meet to discuss the potential benefits of extensions of DeForest water service outside of, or extensions of Madison's sewer service within, the DXWSA. Any modification of the obligations and rights provided in subpars. (a) and (b) shall be mutually agreed upon and reflected in an intergovernmental agreement pursuant to §66.0301 or any other statute authorizing intermunicipal service agreements. Neither party shall be obligated to agree to any such modification, but both parties shall consider such requests in good faith.

4. Terms of Service by DeForest Utilities in Madison.

Service to new customers within the DXWSA whose properties are, at the time of application for such service, under the jurisdiction of Madison, shall be provided only upon the

conditions set forth in this subsection. The provisions of subs. 4(g) and (i) – (p) shall, to the extent applicable, apply to the provision of service by DeForest to its customers in Madison regardless of the time of initial connection.

a. City Approval. The Madison City Council, or its designee, shall approve the application for service and shall request the extension of service by DeForest.

b. Development Agreement. The property owner or the City shall enter into a development agreement with the Village providing that:

i. All infrastructure extensions necessary to serve the property will be provided and paid for by or on behalf of the developer in accordance with applicable DeForest utility policies;

ii. All costs incurred by DeForest in reviewing, approving, inspecting and otherwise providing for the extension will be reimbursed by or on behalf of the developer;

iii. All facilities to be constructed or installed and which are connected to, or necessary to provide service through, the DeForest utility facilities shall be dedicated or otherwise conveyed without charge to DeForest upon acceptance thereof by DeForest;

iv. Provisions for the inspection and testing of all facilities as determined necessary by DeForest and appropriate guarantees of the condition of all facilities to be owned by DeForest;

v. Adequate provisions for deposits, performance bonds or other forms of security approved by DeForest assuring that all required payments will be made.

b. Engineering Approval. The plans and specifications for public water facilities shall be submitted to, and approved by, DeForest's engineer for compliance with all Village standards and good engineering practices.

c. Compliance with Ordinances and Rules. The extension, connection and use of the service to be provided shall comply with all applicable statutes, ordinances and adopted utility rules enacted by the State or Federal government, or agencies of either, and DeForest. DeForest may condition any service on the execution by the property owner of a written agreement to comply with all such ordinances and rules then in effect or thereafter enacted or promulgated.

d. Governmental Approvals. All required approvals shall have been obtained from the Wisconsin Department of Natural Resources, and any other state, federal or other agency with jurisdiction over the proposed connection or service.

e. Service Rates. DeForest shall provide service to customers within the DXWSA on the same terms and conditions as such service is provided to Village residents, except as otherwise provided in this Plan. The parties acknowledge that there is currently a

significant disparity between DeForest and TCSD water utility rates. DeForest has requested and obtained approval from the PSCW to phase out the rate disparity over a period of 3 years in accordance with the agreement between DeForest and TCSD attached hereto as Exhibit 8. Notwithstanding any provision to the contrary in this Plan, customers in the DXWSA shall be charged rates applicable to TCSD customers under that agreement. In the event the PSCW shall hereafter authorize or approve any generally applicable surcharge against, or differential rates applicable to, customers outside of the boundaries of DeForest, such surcharges or differential rates may be applied to customers in the DXWSA.

f. **Special Assessments and Charges.** In the event DeForest Board shall determine to finance the cost of construction, reconstruction, replacement or repair of any of DeForest's utility facilities which serve customers in the DXWSA through special assessments against the properties specially benefited thereby, Madison shall consent, and hereby does consent, that DeForest may levy and collect such special assessments against properties within the City. The City shall adopt a resolution pursuant to sec. 66.0707(1), Wis. Stats. approving any such assessments so levied and shall collect the assessments and pay them over to the DeForest Village Treasurer as provided in sec. 66.0707(3), Wis. Stats. All such costs to be collected through special assessments shall be allocated among the benefited properties in a reasonable manner as required by law.

g. **Impact Fees.** *(i) Imposition and collection.* Madison acknowledges that DeForest has enacted an ordinance pursuant to §66.0617, Wis. Stats. which imposes an impact fee on all new construction involving the installation of a new water service, and all other construction, reconstruction, remodeling or other activity requiring a building permit which involves the installation of a higher capacity water meter, to finance the construction of new and/or expanded water supply and storage facilities to the extent the need therefor is caused by new development. Madison agrees that, throughout the term of this Agreement, it shall impose upon all similar developments or activities under its jurisdiction within the DXWSA, a similar impact fee, utility service connection charge, or other lawful fee or charge, in the amount that would have been charged to the same customer if the service connection were located within DeForest, as provided in DeForest Ordinance 2005-12, a copy of which is attached hereto as **Exhibit 10**. Said charge shall be collected by Madison and be promptly paid over to DeForest to be held in the segregated account maintained for that purpose by DeForest to be used solely for the purposes authorized by law.

(ii) Indemnification. In the event that any claim shall be made against Madison alleging that:

- a. The impact fee ordinance enacted either by DeForest or Madison, as applied to lands within the DXWSA, is invalid or unenforceable;
- b. Despite Madison's compliance with the applicable statutory procedures for enactment of an impact fee ordinance necessary to comply with this section, either the collection or payment to DeForest of the impact fees is unlawful;

- c. The claimant is entitled to a refund of impact fees pursuant to applicable statutes, DeForest's impact fee ordinance, or a provision in Madison's ordinance which is substantially identical to DeForest's ordinance; or
- d. The claimant is entitled to a partial refund of impact fees paid because of an error in calculation or other clerical error resulting in overpayment of the fees;

("Indemnified Claims"), DeForest shall indemnify Madison from such claim as provided in this subparagraph. As a condition to indemnification hereunder, Madison shall promptly notify DeForest of Indemnified Claim for which DeForest may be liable hereunder upon receiving notice thereof, and shall tender the defense of such claim to DeForest or its designated representative or insurer. Madison shall fully cooperate with DeForest in the defense of such claim. DeForest shall have the sole right to defend such claim and may compromise and or settle such claim on terms it deems appropriate in its sole discretion, provided, however, that no such settlement shall bind Madison to make any payment without its consent. In any action brought by a third party, DeForest shall have the right to assert and prosecute any defense to such claim which may be available to either Madison or DeForest, including waiver, estoppel, statutory or common law immunities and/or limitations on liability, statutes of limitations, or any other defense which may be available by statute or at common law. In the event a refund of any impact fees is required, either as a result of settlement or judgment, DeForest shall pay such refund from its appropriate impact fee revenue account. Nothing in this section shall be construed to apply to any claim against Madison other than Indemnified Claims. In the event that Indemnified Claims are joined with other claims against Madison, DeForest's obligations hereunder shall be limited to the defense of the Indemnified Claims, and Madison, its attorneys and insurers shall have responsibility for, and control of the defense of, the remaining claims.

h. Billing. DeForest shall be responsible for billing all of the customers of the DeForest utility, including the retail customers in the DXWSA. DeForest shall bill the Madison customers for retail water service at the same frequency Village customers are billed for retail water service. The bills for retail water service shall be due and payable and must be received at the offices of the DeForest Water Utility within 20 days of the date of mailing of the billing. Madison agrees to assist DeForest by adopting appropriate resolutions relating to the collection of any delinquent utility bills or fire protection fees related to the provision of flows of water to fight fires owed to DeForest by utility customers in the DXWSA under Madison's jurisdiction, pursuant to §§66.0627 and 66.0707, Wis. Stats.

i. Connection Fees and Capital Recovery Costs. The parties agree that DeForest's utility may establish a schedule of capital cost recovery charges, subject to approval by PSCW, to be implemented consistently throughout all areas served by DeForest's utility.

j. Cross-Connections Prohibited. DeForest and Madison shall prohibit, by ordinance, anyone from cross-connecting a private well or any facilities owned or operated by any other public or private utility to DeForest's utility system.

k. Wellhead Protection. Madison agrees to cooperate with DeForest by reasonably restricting land development which would be likely to cause adverse environmental impacts detrimental to DeForest's water system or the groundwater supply utilized by that system. Such cooperation shall include restricting or prohibiting certain developments, the use of pesticides, herbicides, industrial chemicals or other hazardous or toxic materials in areas, and other practices in areas surrounding existing or proposed future municipal wells to the extent reasonably necessary to protect the quality of the groundwater supply. DeForest shall provide Madison with wellhead protection plans for such existing and proposed future municipal wells specifying the desired protective restrictions.

l. Infrastructure in Madison Streets and Roads. Madison hereby grants its irrevocable approval for DeForest to keep in place all utility infrastructure currently within any roads, streets and highways, and on any other public or private lands which are, or which may hereafter become, located the City. Madison also grants to DeForest permission to place utility extensions or other infrastructure within the streets, roads and highways located in Madison for the purpose of serving utility customers in the DXWSA, in DeForest or both, subject to the same regulation of any public utility as established by Section 10.05, Madison General Ordinance, as amended from time to time. Madison hereby authorizes DeForest to operate, maintain, repair and replace any utility facilities within the streets, roads and highways located in DXWSA. DeForest agrees to restore Madison streets, highways, roads and appurtenances in accordance with standards generally applied by the City to the construction and maintenance of public utilities in its roadways. DeForest and Madison agree to coordinate, to the extent possible, the placement of Village infrastructure in the roads, streets and highways located in the City with the City's street construction, reconstruction and repairs so as to minimize the disturbance of the roads, streets and highways located in the City and minimize unnecessary costs to either party.

m. Eminent Domain. In the event that DeForest shall determine that it is necessary or efficient to construct any extension or facilities of its water utility system through or upon private land, Madison shall reasonably cooperate with DeForest to exercise its power of eminent domain to acquire such lands, provided, however, that the cost thereof shall be borne by the DeForest Water Utility. Nothing in this paragraph shall be construed to prohibit DeForest from recovering the cost thereof from one or more developers, from property owners or customers, or from any other third party.

n. Local Ordinances. Madison shall not impose any requirements not equally imposed upon any other utility, by ordinance or otherwise, which impose material costs on the DeForest Water Utility or its operations within the City as provided herein.

o. Dispute Resolution. Notwithstanding any other dispute resolution provision in this Agreement, Madison and DeForest agree that any dispute between them regarding the interpretation of this Agreement as it relates to the provision of municipal water service by DeForest within the DXWSA may be resolved by the PCSW, and both parties consent to the jurisdiction of the PSCW to resolve such disputes, subject to any appeal rights as allowed by law.

D. Agreement on Future Street Connections and Comment on Development

1. Agreement on Future Street Connections. Madison, Sun Prairie and Burke mutually agree that, at such time as the adjacent lands within the Boundary Adjustment Area-Madison are developed, the platted streets within the existing or future subdivisions located west of Rattman Road within the Boundary Adjustment Area-Sun Prairie will be improved and extended to inter-connect with the new streets within the BAA-M, and that these interconnected streets shall remain open to traffic. This agreement does not preclude future utilization of traffic controls, traffic calming improvements or other appropriate traffic management techniques on the streets within these areas.

2. Opportunity to Comment on Development Proposals. Madison and Sun Prairie shall each have the opportunity to comment on all proposed developments on properties adjacent on either side of the ultimate municipal boundary between BAA-M and BAA-S between Portage Road and Hoepker Road, prior to consideration of the proposed use by the municipality with development approval jurisdiction.

**SECTION 9
ATTACHMENT OF TOWN TERRITORY TO
DE FOREST, MADISON OR SUN PRAIRIE**

A. Intermediate Attachments. During the Protected Period, there may be an unlimited number of Intermediate Attachments of Town territory, except lands in the Protected Areas or as expressly provided in this Plan, to DeForest, Madison or Sun Prairie, prior to the Final Attachment hereinafter provided. The Procedure for Intermediate Attachments recognizes a compromise respecting the desire of the current property owners to remain Town property owners for as long as the Protected Period of this Cooperative Plan, subject to Final Attachment in 2036, unless those property owners petition for Intermediate Attachment. Approval of resident electors shall not be required for Intermediate Attachment.

B. Protected Areas. During the Protected Period, De Forest, Madison and Sun Prairie shall not attach any territory from the areas in the Town that are described and shown on the map attached hereto and incorporated herein as **Exhibit 4** (the “Protected Areas”), except upon approval of such attachment by the Town.

C. General Attachment Provisions.

(1) The Town shall not oppose any attachments permitted by this Cooperative Plan or provide support, financial or otherwise, to those who do oppose.

(2) The attaching City or Village shall be responsible for all municipal services in the attached territory beginning on the effective date of the respective attachment. Such services may be provided directly or through intergovernmental agreements as allowed by law.

(3) Notwithstanding any amendment of the Wisconsin statutes subsequent to the

effective date of this Plan, and except as otherwise provided in this Plan, the Town shall be entitled to all taxes (as between the attaching City or Village and the Town) levied on the attached territory in the year in which the attachment is effective, and revenue sharing from the said attaching City or Village to the Town for all Intermediate Attachments of Town territory shall be for five (5) years, as provided for annexations under 2003 Wisconsin Act 317.

(4) Except as part of the Final Attachment or as otherwise expressly allowed in this Plan, Madison, Sun Prairie and DeForest shall not attach any territory contrary to the wishes of any owners of the parcels proposed for attachment. Approval of resident electors who are not also owners shall not be required for any attachments.

(5) All Intermediate Attachments shall include one half of the full width of abutting Town roads unless otherwise agreed by the Town and, if applicable, any other municipality that is, or following the effective date of the Final Attachment Ordinances will be, adjacent to the lands being attached.

(6) Territory may be attached to the respective City or Village, 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 or Village, however, may reject any petition to attach territory for any reason whatsoever in its legislative discretion.

(7) Territory within Protected Areas in the BAA-S, shown on **Exhibit 4B**, may be attached to Sun Prairie when requested by a property owner provided the attachment is approved by both Sun Prairie and the Town of Burke.

D. Final Attachment. Final attachment of all territory remaining in the Town at the end of the Protected Period shall be effective at the end of the Protected Period, 12:01 a.m. on October 27, 2036, pursuant to Final Attachment Ordinances, which shall be adopted by a majority of the elected members of the DeForest Village Board and Madison and Sun Prairie Common Councils, attaching all remaining Town lands to the respective Village or Cities in accordance with the Boundary established by this Cooperative Plan. The Parties acknowledge and agree that the adoption of the Final Attachment Ordinances is a fundamental condition and that absent the adoption of the Final Attachment Ordinances, the Parties would not have entered into this Plan. In the event that DeForest, Madison or Sun Prairie does not adopt their respective Final Adoption Ordinance as required by this Plan, the Town may seek specific performance of this provision from a court of competent jurisdiction. The Final Attachment Ordinances may designate temporary or permanent zoning classifications for each parcel of land as prescribed in Sec. 62.23(7)(d), Wis. Stats. No revenue sharing shall be paid by any Party. However, the Town shall take all necessary steps to transfer all Town assets and liabilities to DeForest, Madison and Sun Prairie, in accordance with the agreement of the said Village and Cities, on or before the end of the Protected Period. The Village and City Clerks shall file, record, or send the respective Final Attachment Ordinance in the same manner as described under paragraph 10.(2) below.

SECTION 10
PROCEDURE FOR INTERMEDIATE ATTACHMENT

The procedure for Intermediate Attachment of territory from the Town to the respective Village or City shall be as follows:

(1) The petition for attachment must be made in writing and must state the property owner's name, mailing address, tax key number(s) and legal description of the property proposed to be attached to the respective Village or City, and be signed by all of the owners of all the land, exclusive of Town roads abutting such land. In addition, the property owner(s) shall submit a scale map showing the location of the property to be attached and surrounding properties. The petition shall be filed with both the Town and respective Village or City Clerks' offices. The Town Clerk shall place the petition on the next Town Board meeting agenda for information purposes. Not sooner than ten days after said filing of the petition, the attaching Village or City may, without further review and approval of the Town, and without mandatory review and recommendation by the Village or City Plan Commission or any other sub-unit of Village or City, adopt Attachment Ordinances by a majority of the elected members of its Village Board or Common Council, attaching the territory constituting the Intermediate Attachment. Town territory included in an Intermediate Attachment will be attached to the Village or City, effective at 12:01 a.m., on the next Monday after adoption of the respective Attachment Ordinance, unless a different date is specified therein. Madison may adopt Attachment Ordinances for Town parcels whose owners request Madison public water or sewer utility service, with a delayed effective date of up to five years, as described in Section 12 C. of this Plan. The Attachment Ordinances may designate a temporary zoning classification for each parcel.

(2) Following adoption of each such Attachment Ordinance, the respective Village or 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.

(3) No land, other than Town roads adjacent to private property subject to an Intermediate Attachment, shall be attached to the respective Village or 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. Approval of resident electors shall not be required.

SECTION 11
LOCAL ORDINANCES AFFECTING COOPERATIVE PLAN AREA

The Cooperative Plan Area, during the term of this Cooperative Plan, shall be governed

by Madison, Sun Prairie, DeForest, Burke and County of Dane general ordinances, and by Madison, Sun Prairie, DeForest and County (as applicable) Zoning Ordinances as hereinafter provided:

A. Attached Territory.

Town territory attached to DeForest, Madison or Sun Prairie from time to time under this Cooperative Plan shall become Village or City territory subject to all respective Village or City Zoning and General Ordinances on the effective date of attachment.

B. Development of Town Territory.

All Town territory not yet attached shall be subject to the following rules:

(1) Any development in the Town shall, in addition to Town requirements, be subject to approval by DeForest, Madison or Sun Prairie; depending upon which municipality the subject territory will eventually be attached to, in accordance with the respective Village or City Development Requirements. In the Protected Areas, the full range of urban services may or may not be required, in the sole discretion of the respective Village or City. In areas outside of the Protected Areas, the full range of urban services, including Village or City public water and sewer service, and attachment to the Village or City may or may not be required, in the sole discretion of the respective Village or City. The Town shall not grant any development approvals inconsistent with this paragraph.

(2) In the BAA-M territory which will eventually be attached to Madison, all new or replacement signs, billboards or street graphics (“signs”) not part of any development 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. The Town agrees to adopt an ordinance to condition any electrical or other permits that it issues for new signs or related property improvements upon Madison approval that the proposed sign complies with the Madison Street Graphics Control Ordinance.

(3) The division of a five (5) acre or larger parcel (including parcels that are less than 5 acres because of a property acquisition by DeForest, Madison or Sun Prairie) existing as of March 1, 2006, into only two parcels for residential purposes shall not be considered “development” under this Plan, and the owners may, subject to applicable Town and County regulations, divide and rezone the parcel to a single-family residential district and construct a single-family residence on each of the two new parcels without the cooperation or approval of DeForest, Madison or Sun Prairie. A “parcel” is defined as the contiguous lands within the control of a single owner.

(4) DeForest, Madison and Sun Prairie shall use reasonable 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 respective Village or City. The Town shall cooperate with the Village or 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 be considered a breach of this Cooperative Plan.

C. Cooperation Concerning Quarries and Non-Metallic Mines.

The Parties will reasonably cooperate to find mutually acceptable solutions to issues concerning the operation of quarries and non-metallic mines located on Town parcels.

SECTION 12

DESIGN AND CONSTRUCTION OF, AND SPECIAL ASSESSMENT FOR, PUBLIC STREETS, SIDEWALKS AND OTHER PUBLIC IMPROVEMENTS, AND PLACEMENT OF PUBLIC UTILITIES IN STREET RIGHT-OF-WAY IN TOWN TERRITORY PRIOR TO ATTACHMENT TO A VILLAGE OR CITY

A. Authorization for Improvements in Town

DeForest, Madison and Sun Prairie shall use public highway rights-of-way to extend municipal services wherever reasonably possible. The Town shall permit use of Town roads for such purpose, subject only to the Village or 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 respective Village or City cannot use public highways for extensions of services, the Town acknowledges the Village or City's right to obtain easements from private property owners subject to compensation as required by state law.

B. Special Assessment Procedures

DeForest, Madison or Sun Prairie may levy special assessments against a parcel of property in the Town for public improvements that specially benefit the parcel that will eventually be attached to the respective Village or City. 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 to the extent it may lawfully do so, that it shall timely approve each such special assessment levy by separate resolution pursuant to said statute. The following provisions shall apply to all such Village or City special assessments levied against Town parcels:

(1) The owner or other interested party may challenge such special assessments as an owner of property in the respective Village or City would have the right to do.

(2) Payment of such special assessments shall be deferred and interest shall not accrue thereon until the parcel is attached to the Village or City, unless otherwise provided herein.

(3) Notwithstanding paragraph (2) 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.

(4) Each such special assessment shall be payable in eight (8) annual installments with interest, from the date of attachment.

(5) 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 may be billable to the abutting benefited property as special charges for current services rendered pursuant to Sec. 66.0627, Wis. Stats., and corresponding Village or City ordinances and policies generally applicable to all property in the respective Village or City. The Town hereby pre-approves the levy of such future special charges, in accordance with 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, to the extent that it may lawfully do so, it shall timely approve each such special charges levy by separate resolution pursuant to said statute. Any assessment, subsequent to attachment to the respective Village or City, for another improvement of the same component shall be made only if consistent with the Village or City's special assessment policy generally applicable to all property in the Village or 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 eight (8) annual installments.

(6) Madison may improve the following streets and levy special assessments against benefiting abutting properties in the Town for curb, gutter, a four (4) foot width of pavement and public sidewalk (if public sidewalk is reasonably necessary for public safety or convenience), in a manner consistent with the Madison's special assessment policy generally applicable to property in the City, including Madison Resolution No. 58421, adopted June 19, 2001; Acker Road, Buckley Road, Bultman Road, Bunny Hollow Road, Commercial Avenue, CTH CV, CTH T, Daentl Road, Felland Road, Forest Oak Drive, Gaston Road, Government Road, Hanson Road, Haase Road, Hoepker Road, Homburg Lane, Lien Road (including planned extension to Reiner Road), Messerschmidt Road, Nelson Road, Packers Avenue, Portage Road, Reiner Road, Seminary Springs Road, Shady Lee Lane, Sherman Avenue, Thorson Road, USH 51 (including frontage roads), Wheeler Road, and any streets laid out after July 1, 2006. Madison agrees that any improvements assessed under this provision will be materially the same for the Town portion of the street and the City portion of the street. For example, if sidewalks will be assessed, sidewalks will be installed on both the City and Town portions of the street. The payment of such special assessments for public street improvements in this subd. (6) shall not be deferred under subd. (2) above until the benefited parcel is attached to the City. Each special assessment may be payable by eight (8) annual installments with interest, or, if required to meet the financial needs of the owner(s) of benefited parcels as determined by Madison's Board of Public Works, by no more than fifteen (15) annual installments with interest.

(7) Madison further agrees that it is its intention to require all new subdivisions and other new development areas that will be attached to and developed in Madison to install the full range of required urban public improvements and facilities at the cost of the developer, but not to require the installation of such improvements for existing developed Burke parcels, unless requested as provided in this Plan, or when required for public safety, convenience or necessity. Burke parcels within existing Protected Area subdivisions that will eventually be attached to Madison should rarely, if ever, be affected by public improvement special assessments prior to attachment, unless they immediately abut collector or arterial roads, including some of those enumerated in paragraph (6) above. In those cases where public traffic improvements will not be fully funded by developers, Madison will consider the creation of traffic improvement districts to fairly allocate the cost of such improvements to non-abutting property owners who benefit from the improvements.

C. Sewer and Water Service outside of Protected Areas

Notwithstanding subsection B. above, and subject to the provisions of section 8, any owner of property in the BAA-M, but outside of the DXWSA that is not also in a Protected Area shall be entitled upon request to receive Madison sewer and/or water services prior to attaching the property to Madison, provided such services are reasonably available, the property is in an Urban Service Area, and 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 Madison, including the collection of applicable connection or area charges (such as MMSD) and impact fees. Madison may require immediate adoption of Intermediate Attachment Ordinances for Town parcels whose owners request Madison public water or sewer utility service, with a delayed effective date of up to five years, subject to other procedural requirements of this Plan. 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 1, 2006; new or expanded uses on existing parcels after March 1, 2006, 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 Section 11(3).

**SECTION 13
STORM WATER MANAGEMENT AND CONTROL**

This Plan does not alter any right any Party may have to continue to discharge public stormwater into the public stormwater system of the other Party; nor does this Plan require any Party to upgrade its respective public stormwater system. Except as otherwise agreed, each Party shall be responsible for maintaining the public stormwater system located in their respective jurisdiction in compliance with applicable regulations. Owners of property in the Town requesting direct connection to Madison's stormwater system shall be allowed to connect thereto, subject to becoming a customer of the Madison Stormwater Utility. Owners of property in the Town that have connected to the Madison's stormwater system without City permission shall, on or before January 1, 2008, either become a customer of the Madison Stormwater Utility

or shall remove their connection. Madison shall be responsible for notifying the owners of the property that are connected without City permission of this provision and for enforcing this provision. The Parties are individually responsible for stormwater management in their respective jurisdiction, and for the Party's compliance with applicable stormwater management regulations, including Wisconsin Administrative Code Chapter NR 216, WPDES Permit No. WI-S058416-2 and any subsequently issued regulation or permit affecting the properties in their respective jurisdictions. The Parties may work cooperatively with regard to complying with applicable stormwater management regulations by sharing or further contracting with each other for services such as street sweeping, catch basin cleaning, or the maintenance of retention pond facilities.

SECTION 14 ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN

The Parties 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 all remaining Town areas that will become part of DeForest, Madison or Sun Prairie and be developed within the respective Village or City and provided with the full range of urban services consistent with the Village or City's growth and development ordinances and environmental control ordinances. All of these development areas are located in relatively close proximity to DeForest, Sun Prairie or the Madison Metropolitan area; the major employment, educational, recreational and cultural center serving the area.

A. 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 Plan Area to the urban core, the Parties 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 Plan area, 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.

B. Water Quality Impacts

The entire Plan Area will ultimately be served by the DeForest, Madison or Sun Prairie public water utilities. Madison prepares and maintains a 5-year master plan to guide the extension of municipal water service to growth areas. It is anticipated that only limited numbers of new structures within the Town will be served by private wells in accordance with local and state regulations. The Dane County Community Analysis and Planning Division, in cooperation with the University of Wisconsin and the United States Geological Survey, maintain a

hydrological model that 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.

Stormwater management planning and control will occur in conformance with the provisions included in Section 13 of this Cooperative Plan. Madison prepares stormwater management plans as part of each extension of the urban service area boundary and for each development proposal approved by the City. In addition, Madison periodically prepares long-range plans for larger drainage basins. These long-range plans also guide the development and implementation of more specific stormwater management plans for each subdivision plat and specific development proposal.

The DeForest, Madison and Sun Prairie sewer utilities and the Madison Metropolitan Sewerage District will provide sanitary sewer/waste water collection services to the Plan Area as urban services are extended and development occurs. Sun Prairie will provide wastewater treatment through its Treatment Plant located at 3040 Bailey Road, Sun Prairie Wisconsin and the Madison Metropolitan Sewerage District will provide waste water treatment through the Nine Springs Treatment Plant, which together have adequate capacity to serve the Plan Area. A limited number of new structures will be served by on-site septic systems, sited and maintained in conformance with local and state regulations. However, much of the Burke territory slated for ultimate attachment to DeForest under this plan will have sanitary sewer service available from the DeForest sewer utility even if developed in Burke pursuant to the Utility Service Agreement between those parties attached as **Exhibit 8**.

Development within the Plan Area that occurs within Madison will conform to Madison's on-site erosion control ordinance and stormwater management ordinance, Chapter 37, Madison General Ordinances. Developments within the Plan Area on lands that have been attached to DeForest will be subject to the Village's Erosion Control and Stormwater Management Ordinance codified as Chapter 24 of the DeForest Municipal Code. Developments within the Plan Area on lands that have been attached to Sun Prairie will be subject to the City's Erosion Control and Stormwater Management Ordinances codified as Chapter 15.28 and 15.30, respectively, of the Sun Prairie Municipal Code of Ordinances. Other development occurring within the Plan Area will conform to all erosion control and storm water management requirements of the Dane County Subdivision Ordinance.

C. Energy Use

Given the proximity of the Plan Area and the areas covered by the Cooperative Plan to the Madison Metropolitan core, the Parties 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 Cooperative Plan Area by Madison Gas and Electric and Alliant Energy in their respective service territories.

Development occurring within Madison within the Plan 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.

D. Environmentally Sensitive Lands

Madison's Comprehensive Plan and neighborhood development plans encourage the development of neighborhoods at comparatively higher densities. These neighborhoods 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. Neighborhood development plans are prepared for lands in peripheral locations prior to the extension of services.

Likewise, the City of Sun Prairie's Westside Neighborhood Plan, which includes much of the land within or adjacent to property within the BAA-S, encourages the development of higher density, mixed-use neighborhoods with a wide variety of housing types, a full range of urban services, and a walkable, pedestrian-oriented development pattern. Such a pattern will help to mitigate the impacts of urban sprawl by housing more residents and commercial businesses over a smaller area of land, and the mixed-use nature of the development pattern can help to reduce dependence on the automobile by integrating housing, shopping, employment, and recreational uses within compact, cohesive neighborhoods.

All of the lands within the Plan Area are covered by the Madison Comprehensive Plan, DeForest plans, Sun Prairie plans, the Dane County Water Quality Management Plan and the Dane County Land Use and Transportation Plan, which identify environmentally sensitive areas. In addition, Madison's adopted neighborhood development plans include an assessment of existing conditions and environmentally sensitive features. The Town and 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 Plan area, development will occur in conformance with Madison's neighborhood development plans that identify environmentally sensitive lands to be preserved as part of the development process, which 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, this Cooperative 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. The Cooperative Plan allows Madison to fully develop and implement its neighborhood development plans for Plan Area which will result in the development of compact urban neighborhoods with the full range of urban services, including transit service. Additional development in the Plan Area will also be guided by the Madison's Comprehensive Plan and other plans. The Cooperative Plan provides a mechanism to ensure the orderly development and extension of services throughout the area covered by the Cooperative Plan.

E. Groundwater

Soil classifications and proximity to groundwater were considered in the development of both the proposed land use map as well as the "Service Areas" map. The use of private septic systems will not be allowed in areas where there are poor soils or the proximity to bedrock and/or groundwater is not satisfactory. In addition, Dane County is requiring additional levels of infiltration as a part of its implementation of stormwater management planning and erosion control efforts for new development. Groundwater recharge and protection from contamination was a major factor in identifying areas that would be considered eligible for potential development. This includes protection of the Token Creek watershed and associated springs that feed this cold-water stream.

The impacts of groundwater areas on proposed development under the proposed boundary adjustment area plan will likely become more strict over time as compared with the plans and design requirements currently required by the Town, due to increasing requirements imposed by the State of Wisconsin, Dane County, the Cities of Sun Prairie and Madison and the Village of DeForest. New development in the town will be subject to the additional requirements .

F. Soil Types

According to Dane County Soils data, there are 43 soil types identified within the planning area. These soils vary in their ability to infiltrate stormwater, grow various plants and crops, and support septic systems. The Dane County Soils Manual (Soil Conservation Service, Natural Resources is the primary resource to discern the exact nature of the soils on a particular area of the Town.

The impacts of soil characteristics on proposed development under the proposed boundary adjustment area plan will likely become more significant over time as compared to the plans and design requirements currently imposed by the Town due to increasing requirements by the State of Wisconsin and Dane County. All parties to this Plan will be subject to these increased requirements.

G. Wetlands

A significant amount of wetlands is present in the proposed boundary adjustment area. The largest section lies in the northwestern portion of the area, and is a part of Cherokee Marsh. The other significant wetland areas identified within this area are associated with Token Creek. State, County and local development guidelines all prohibit development in such areas, and generally include a 75 foot buffer around such areas where the same prohibitions apply. No proposed land uses are anticipated to have any significant impact on these known wetlands, particularly with the current Dane County stormwater management regulations that are in effect.

The impacts of wetlands on proposed development under the proposed boundary adjustment area plan will likely become more significant over time as compared to the plans and design requirements currently required by the Town due to increasing requirements by the State of Wisconsin and Dane County. Burke, Sun Prairie, Madison and DeForest would all be subject to these increased requirements.

H. Water Bodies

The major body of water that runs through the boundary adjustment area is Token Creek. Token Creek is an important tributary to the Yahara River, joining it just before entering Cherokee Lake. In fact, Token Creek generally contributes more water to Lake Mendota than the Yahara River itself. Numerous springs supply Token Creek with cold, clean water. The discharge from one cluster of springs is nearly three times greater than that of any other springs in Dane County. The traditionally pastoral landscape is changing rapidly. Development pressures are being felt as subdivisions are sprouting up across the watershed. Road expansions are planned, preceding further growth. Silt loading and the common impoundment of spring water has impacted and warmed much of the creek. Yet the creek still boast impressive natural resources from gushing springs to well-wooded, gravel channels. Many resource managers agree that a coordinated community effort to protect water quality has the potential to restore Token Creek to one of the premier cold-water fisheries of Southern Wisconsin.

No proposed land uses are anticipated to have any significant impact on Token Creek, particularly with the current Dane County stormwater management regulations that are in effect.

The impacts of the presence of intermittent and perennial streams, existing ponds and Token Creek on development requirements under the proposed boundary adjustment area plan will likely become more significant over time as compared to the plans and design requirements currently required by the Town due to increasing requirements imposed by the State of Wisconsin and Dane County. New development would be subject to these increased requirements.

I. Wildlife

The areas that have been designated for development are primarily in agricultural use, and will not destroy any significant known habitat. As previously noted, the significant acreage

in public ownership is in wetlands, woodlands, or other environmental corridors not only provide significant habitat on its own, but also connects various habitat areas to one another. All municipalities in this area are dealing with increased encounters with wildlife (namely white-tailed deer) in urbanizing areas. Despite maintenance of considerable natural areas, increased development will have an effect on the accessible habitat areas for wildlife, and will likely increase the number of instances where people and animals may have to share areas.

The most significant wildlife habitat is located in and around Cherokee Marsh and Token Creek although other habitat exist elsewhere in areas associated with wetlands, floodplain lands, steep slopes, drainageways and woodlands. Efforts are underway to restore this stream to be able to support cold-water trout. The combination of properly planned and managed development within the area, as well as the elimination of potentially competing jurisdictions over this area should drastically improve the effectiveness of monitoring and protecting habitat areas within the proposed boundary adjustment area.

J. Sensitive Environmental Elements

There are eighteen environmentally sensitive elements identified in the Town of Burke.¹ Sensitive elements are those species or communities particularly vulnerable to collection or disturbance. The table below, from data compiled by the Wisconsin Department of Natural Resources, indicates one state-listed threatened animal species and four state-listed threatened plant species. There also are four species of butterflies, two species of shrews, and two plant species that are designated with the status of “special concern.” Wisconsin ranks its species to indicate relative rarity or endangerment in the state.² The table below shows a number of species, both with threatened or special concern status, that are imperiled, rare, or uncommon.

| | Scientific | Common | State ¹ | Srank ² |
|---------------------|--------------------------|---------------------|--------------------|--------------------|
| 40810: Bird | | | | |
| | Ammodramous henslowii | Henslow’s sparrow | Thr | S2B |
| 40810: Community | | | | |
| | Calcareous fen | Calcareous fen | NA | S3 |
| | Northern Wet Forest | Northern Wet Forest | NA | S4 |
| | Shrub-Carr | Shrub-Carr | NA | S4 |

¹ Thr = threatened
 SC = special concern
 B = breeding populations
 N = non-breeding populations

² S1 = critically imperiled because of rarity
 S2 = somewhat less imperiled, also due to rarity
 S3 = rare or uncommon
 S4 = apparently secure
 S5 = demonstrably secure
 SU = status uncertain

| | | | | |
|-------------------------------------|---------------------------|----------------------------|--------------------|--------------------|
| | Southern Sedge Meadow | Southern Sedge Meadow | NA | S3 |
| | Wet Prairie | Wet Prairie | NA | SU |
| 40810: Invertebrate | | | | |
| | Macrochilo bivittata | An owlet moth | SC/N | S3 |
| | Satyrodes eurydice fumosa | Smoky eyed brown moth | SC/N | S2 |
| | Scientific | Common | State ¹ | Srank ² |
| 40810: Invertebrate [▲] | | | | |
| | Euphyes dion | Dion skipper butterfly | SC/N | S3 |
| | Poanes massasoit | Mulberry wing butterfly | SC/N | S3 |
| 40810: Mammal | | | | |
| | Sorex arcticus | Arctic Shrew | SC/N | S2 |
| | Sorex hoyi | Pigmy Shrew | SC/N | S3 |
| 40810: Plant | | | | |
| | Agastache nepetoides | Yellow Giant Hyssop | THR | S3 |
| | Polytaenia nuttallii | Prairie Parsley | THR | S3 |
| | Scirpus cespitosus | Tufted Club-Rush | THR | S2 |
| 40810: Plant [▲] | | | | |
| | Cypripedium candidum | Small White Lady's Slipper | THR | SE |
| | Gentianopsis procera | Lesser Fringed Gentian | SC | S3 |
| | Napaea dioica | Glade Mallow | SC | S3 |

The Dane County Water Quality Management Plan and the Dane County Land Use and Transportation Plan take into consideration the plant and animal special and communities when determining routes for the provision of services and transportation. Furthermore, the Token Creek and Yahara River corridors will not experience much future development, preserving much of the environmental characteristics of the area.

The Wisconsin Architectural and Historical Inventory identifies fifty-one significant structures in the Town of Burke, including houses, schools, barns, corn crib, granaries, and milk houses. None of these structures has national or state landmark status.

Current town lands contain a number of archeological sites, identified by the Wisconsin Historical Society. One area near Rattman Road contains Native American burial mounds. Although the surface of the mounds has been destroyed by cultivation or development, the site still is subject to Wis. Stat. §157.70. Other burial sites subject to Wis. Stat. §157.70 include at least four Euro-American cemeteries, some of which are still used. There are also a number of

Town sites containing evidence of early habitation by North American people between 1000 BC and 1000 AD and one much earlier site (to 9,000 BC). All the archeological sites are on private lands and if no burial components are present, are not subject to any state or federal regulation. Most sites have not been inventoried, and limited artifacts have been found at the sites. When state or federally funded transportation projects are planned, the presence of archeological sites must be considered.

SECTION 15 HOUSING NEEDS

A. General Information and Statistics

Table 1 – Population Projections (Wisconsin Department of Administration)

| | 1980 | 1990 | 2000 | 2005 | 2010 | 2015 | 2020 | 2025 |
|----------------|---------|---------|---------|-----------|-----------|-----------|-----------|-----------|
| | Actual | Actual | Actual | Estimated | Projected | Projected | Projected | Projected |
| C. Sun Prairie | 12,931 | 15,352 | 20,369 | 24,219 | 25,723 | 28,113 | 30,595 | 33,222 |
| C. Madison | 170,616 | 190,766 | 208,054 | 221,735 | 228,154 | 236,094 | 245,079 | 255,391 |
| V. DeForest | 3,367 | 4,882 | 7,368 | 8,288 | 9,253 | 10,085 | 10,948 | 11,865 |
| T. Burke | 2,967 | 3,000 | 2,990 | 3,122 | 3,052 | 3,066 | 3,095 | 3,143 |
| T. Sun Prairie | 1,990 | 1,839 | 2,308 | 2,362 | 2,532 | 2,621 | 2,722 | 2,838 |
| Dane County | 323,545 | 367,085 | 426,526 | 458,297 | 480,573 | 503,017 | 527,534 | 554,848 |

Table 2 – Income Statistics (U.S. Census Bureau)

| | Median Household Income | Median Family Income | Per Capita Income |
|----------------|-------------------------|----------------------|-------------------|
| C. Madison | \$41,941 | \$59,840 | \$23,498 |
| C. Sun Prairie | \$51,345 | \$61,197 | \$23,277 |
| V. DeForest m | \$55,369 | \$60,781 | \$21,089 |
| T. Burke | \$67,273 | \$72,065 | \$28,458 |
| T. Sun Prairie | \$60,938 | \$62,154 | \$24,954 |
| Dane County | \$49,223 | \$62,964 | \$24,985 |

The Wisconsin Department of Administration projects the following for total numbers of housing units needed through the year 2025:

Table 3 – Housing Projections (Wisconsin Department of Administration)

| | 2000 | 2005 | 2010 | 2015 | 2020 | 2025 |
|---------------------|---------|-----------|-----------|-----------|-----------|-----------|
| | Actual | Projected | Projected | Projected | Projected | Projected |
| City of Sun Prairie | 7,881 | 9,095 | 10,230 | 11,260 | 12,314 | 13,365 |
| City of Madison | 89,019 | 95,140 | 100,354 | 104,738 | 109,230 | 113,565 |
| Village of DeForest | 2,675 | 3,081 | 3,453 | 3,790 | 4,135 | 4,479 |
| Town of Burke | 1,148 | 1,179 | 1,204 | 1,218 | 1,236 | 1,254 |
| Town of Sun Prairie | 806 | 861 | 908 | 947 | 988 | 1,031 |
| Dane County | 173,484 | 187,768 | 200,334 | 211,077 | 222,178 | 233,110 |

A cursory analysis of these figures indicates that additional housing units (and land for such units) are likely to be necessary through 2025.

B. Burke

The Town of Burke exhibits the highest per capita income of all comparables. Eighty-three percent of all housing units in the Town of Burke are 1-unit structures, 6 % are 2-unit structures, with the remainder being 3–units or more. According to Realtor.org, as of August 26, 2005, in the Town of Burke, there were a total of 26 homes for sale ranging from \$186,900 to \$689,000. There were also 19 properties for sale ranging from \$79,000 to \$129,000 with two outliers at \$615,000 and \$1 million.

The Town of Burke does not have an affordable housing component in its adopted land use plan, however as to the BAA-D the Town and Village have agreed on policy goals which are outlined below.

C. DE FOREST

1. Population

The Wisconsin Department of Administration projects that the Village of DeForest is projected to grow at a rate 3-4% faster than Dane County as a whole. Known developments that are currently being proposed in the Village of DeForest indicate that this rate has the potential to

be significantly faster dependent upon Village approvals. The projected increases in population indicate the need for future planning for the BAA-D considering the amount of growth that is likely to occur.

2. Per Capita Income

The Village of DeForest has the lowest per capita income out of all comparables, including all of Dane County.

3. Housing Types and Availability

According to U.S. Census data, 74% of all housing units in the Village of DeForest are 1-unit structures, 9% are 2-unit structures, 10% are 3 or 4 unit structures, and the remainder being 5 units or greater. According to U.S. Census data, there were 144 vacant housing units in the Village of DeForest and the Town of Burke in 2000.

According to realtor.org, as of August 26, 2005, there were a total of 94 homes for sale in the Village of DeForest ranging from \$74,900 to \$599,900. There were also 53 properties for sale ranging from \$55,900 to \$123,900.

4. Need for Safe and Affordable Housing

As both the previous housing data and income data indicate, there is a need for affordable housing within the DeForest and surrounding area. Most of this need is addressed in existing housing that is already available within the Village of DeForest.

The Village of DeForest 2001 Master Plan amendment includes the following policy:

Provide a range of housing types to address the demands of various age groups, household types and income groups.

Affordable housing within the proposed BAA-D will be encouraged as feasible, however the rural nature of the area and the ability to provide public utilities to a residential use of higher density is not likely to occur in this area.

Considerable amounts of affordable housing exist within a 5-10 mile radius of the proposed BAA-D primarily within Madison.

Burke and DeForest will work to implement the following goals:

1) Preserve and Expand the Supply of Good-Quality Housing Units:

Burke and DeForest recognize the need for affordable housing for their low to moderate income (LMI) residents. Working with land use and other regulations, both communities will utilize their growth management policy to maintain LMI housing units, within

limits set by the DeForest 2001 Master Plan Amendment. “Residential development in newly developing neighborhoods should not exceed an average of 5 dwelling units per gross acre. Developers are encouraged to use cluster development concepts and include both single and multi-family housing types within single large-scale developments.”

2) Make Housing More Affordable and More Readily Available

DeForest is actively monitoring the availability of affordable units within its existing boundaries, and will incorporate the proposed boundary adjustment area into this monitoring effort. DeForest is strongly encouraging the development of residential units that meet the needs of its residents while being planned, phased and constructed in a manner that is cost effective for DeForest from a cost of services and tax base standpoint.

Should a shortage of affordable housing be detected, DeForest and Burke will consider such tools as rent controls and vouchers, but the promotion of home ownership will remain the primary objective of both communities’ affordable housing policies. This may include but will not necessarily be limited to promotion of private loan programs for LMI residents and first time home buyers, and facilitation of educational counseling programs on home ownership. Both communities actively promote home ownership for their residents as evidenced in the DeForest Master Plan Amendment; “Maintain home ownership versus rental as the preferred form of tenancy in DeForest.”

3) Link Housing with Essential Supportive Services

Meeting the needs of the disabled and elderly is important to Burke and DeForest. DeForest provides nursing homes for the elderly, while also providing independent living communities for residents aged 55 and over. DeForest provides a nutrition site at the DeForest Area Community & Senior Center. The Center recently participated in the state-wide “Stepping Up to a Healthy Lifestyle” program focusing on nutrition and physical activity. Activities include promoting activity and fruit and vegetable intake in all ages, from early head start to senior meal sites. Several recent development proposals to the Village have included a senior lifestyle residential and care component.

4) Promote Balanced Growth

Guide growth and development in a manner that will maintain high quality living and working environments for both current and future residents. The Village of DeForest and the Town of Burke will work to provide growth in an orderly and controlled manner to benefit all residents. They will take advantage of their growth management policies to anticipate and plan for growth while ensuring that future growth is environmentally and fiscally sustainable, promotes economic prosperity, and benefits all residents, including LMI households.

D. Sun Prairie

1. Population

The January 2005 population estimate for the City of Sun Prairie reported by the Wisconsin Department of Administration (DOA) is 24,219 and the 2000 US Census count was 20,369. This results in an 18.9% increase over this five-year period. DOA projects that the population will continue to grow at a rate of 9-14% over each five-year period to 2025 to reach a population of 33,222 by that year. More recent growth trends and the attachment of significant areas of existing housing within the BAA-S suggest that these projects may be conservatively low.

2. Per Capita Income

According to the US Department of Commerce Census Bureau & ESRI Business Information Solutions, the 2005 estimated per capita income for the City of Sun Prairie is \$29,112. This is up 25% from the per capita income reported by the US Census in 1999 of \$23,277.

3. Housing Types and Availability

The 2000 US Census reported that 53.9% of all housing units within the City of Sun Prairie were single-family detached, 9.6% were single-unit attached, 5.7% were two-unit, 7.9% were 3 or 4 unit, and 22.7 were 4 unit or greater.

According to www.realtor.org, as of July 24, 2006, there were 617 homes for sale in Sun Prairie. Within the City listing prices ranged from \$94,900 to \$599,900. There were also 241 land parcels for sale, with residential lots within the City ranging from \$52,900 to \$149,900.

4. Need for Safe and Affordable Housing

In 1999, a total of 889 individuals were classified as having poverty status, resulting in 4.36% of the total population at that time of 20,369, as reported in the US Census.

The Sun Prairie Master Plan 2020 reports that,

In 1999, there were 427 federally assisted housing units in the City of Sun Prairie. The federally assisted housing units include Colonial View Apartments, Public Housing, Rolling Prairie I & II, Vandenburg Heights, and Sunny Hill Apartments. These projects are managed by various groups including the Dane County Housing Authority. Several assisted housing units in Rolling Prairie I & II and 68 elderly units in Vandenburg Heights qualify for low income tax credits.

The City Master Plan includes the following goal and objectives related to safe and affordable housing:

Goal 3: Provide a variety of safe and affordable housing opportunities in Sun Prairie.

Objectives

- a. Encourage the design and construction of mixed residential neighborhoods that provide a range of housing types, densities and costs.
- b. *Encourage the design and construction of residential neighborhoods that are well served by sidewalks, bicycle and pedestrian paths, and designated bicycle routes.*
- c. *Locate essential community facilities such as schools, churches, libraries, parks and community centers in strategic locations that provide safe and convenient access from residential neighborhoods.*
- d. *Encourage landowners to develop currently undeveloped but easily serviced tracts of land for residential development.*
- e. *Provide a variety of housing opportunities for the elderly.*
- f. *Promote and support increased direct interaction between police, EMS, and fire department personnel and people in the community to encourage safety awareness.*

Since the City Master Plan was adopted in 2000, several new developments have been approved within the City that provide a wide variety of housing types to meet the needs of the City population and follow the objectives outlined in the Master Plan. Existing housing located within the BAA-S area consists of predominantly low density single-family residential. Undeveloped areas are planned for a mix of single-family, multi-family, office and commercial uses. Affordable housing within this area specifically may not be available, however affordable housing opportunities are located nearby within the City of Sun Prairie and within the City of Madison.

E. Madison

Madison's Comprehensive Plan and each of the adopted Madison neighborhood

development plans include a description of the recommended housing mix within planned neighborhoods.

Madison 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. Burke generally allows mainly single-family homes to be built which can be served with on-site septic systems in those areas of Burke not served by sewer and water service. In the areas that are served, Burke has supported and approved some multi-family housing.

Madison has developed a set of housing goals, objectives, policies and implementation strategies. 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. These goals, objectives, policies, and recommendations are summarized in the Madison's Comprehensive Plan.

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.

In 2004, Madison adopted an Inclusionary zoning ordinance which requires that fifteen percent of new housing units in subdivision plats and developments subject to zoning map amendments be affordable in accord with income standards included in the ordinance.

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 16
TAXES AND REVENUE SHARING;
AND FINAL DIVISION OF TOWN ASSETS AND LIABILITIES**

A. Statutory Revenue Sharing

Except as otherwise provided in this Plan, revenue sharing for all Attachments of Town territory shall be for five (5) years, or until the date of Final Attachment, whichever is shorter, as provided for annexations under 2003 Wisconsin Act 317. Except as to Final Attachment, no other adjustment or assignment of assets and liabilities shall occur in connection with any attachments under this Cooperative Plan.

B. Taxation after Protected Period

The Parties agree that, at the end of the Protected Period, DeForest, Madison and Sun Prairie shall automatically and without further formal action be assigned and shall assume all of Burke's statutory rights and responsibilities for the levy, billing and collection of personal property taxes and real estate taxes on all taxable property located in the Town on January 1 of the final calendar year of the Protected Period that is attached to each respective Village or City. This authority shall include, but not be limited to, completing any unfinished assessment and/or Board of Review responsibilities for the January 1 assessments of that final calendar year of the Protected Period, including the cost of local municipal services in the respective Village or City budgets for the next calendar year, and levying, billing and collecting that budgeted local property tax share for each parcel in the said final year of the Protected Period as if said parcels had been in the respective Village or City on said January 1. The Village and Cities shall also without further formal action automatically and immediately succeed to the respective proportional interest of the Town to any outstanding entitlement of county, state or federal revenue sharing or grants for the balance of the calendar year and fiscal years and, if applicable, beyond, upon the termination of the Protected Period. If such revenue and/or grant entitlements cannot be proportionally disbursed to the respective Village and Cities by the responsible county, state or federal agency, the funds shall be collected by the Parties on behalf of the Town and allocated between the Village and Cities in the final distribution of assets and liabilities under subsection D. below.

C. Revenue Sharing

1. DeForest

In order to accommodate the impacts of loss of tax revenue that will inevitably impact Burke, and recognizing that Burke will nonetheless need to provide the same level of municipal

services currently being provided to Town residents, the parties have identified areas of industrial and commercial development within Burke that shall remain in Burke during the term of this Plan (the Protected Areas). It is anticipated that tax revenue generated from the development within the Protected Area will help defray the impacts of loss of tax revenue from detaching properties.

2. Sun Prairie

In order to accommodate the impacts of loss of tax revenue that will inevitably impact Burke, and recognizing that Burke will nonetheless need to provide the same level of municipal services currently being provided to Town residents, the parties have identified developed areas that shall remain in Burke during the term of this agreement, except as provided in Section 9.C.(7) of this Plan. In addition, commencing with the attachment of the lands identified on Exhibit 13 to Sun Prairie, in the tax year following the issuance of an initial occupancy permit for development within the revenue sharing area, the following revenue sharing agreement will be implemented. The term of the agreement will be for ten (10) consecutive tax years but shall not extend beyond the term of the overall Cooperative Plan. Burke will receive payments equal to the greater of the Burke mill rate in existence at the time of issuance of the initial occupancy permit times its assessment ratio (effective mill rate) or the current Burke mill rate times its assessment ratio multiplied by the current Sun Prairie assessment for the property inclusive of improvements times Sun Prairie’s assessment ratio (equalized assessment). However, the payment shall never exceed one and one half times Burke’s effective mill rate in effect at the time of issuance of the initial occupancy permit multiplied by the Sun Prairie’s equalized assessment nor 50% of the Sun Prairie effective mill rate for each tax year multiplied by the Sun Prairie’s equalized assessment. The payments will follow the following proration schedule:

| <u>Year</u> | <u>Burke Share</u> |
|-------------|--------------------|
| 1 | 100% |
| 2 | 90% |
| 3 | 80% |
| 4 | 70% |
| 5 | 60% |
| 6-10 | 50% |

Sun Prairie will make said payments to Burke on or before February 20 following each tax collection year. Burke will be required to submit its mill rate to Sun Prairie by November 15 of each tax collection year. This obligation shall be met in lieu of the statutory revenue sharing set forth in sub-paragraph A above for the Burke/Sun Prairie Revenue Sharing Area shown on **Exhibit 13**.

3. Madison

In order to accommodate the impacts of loss of tax revenue that will inevitably impact Burke, and recognizing that Burke will nonetheless need to provide the same level of municipal services currently being provided to Town residents, Madison agrees to pay extraordinary

revenue sharing in the form of a series of cash payments to Burke upon the successful annexation/attachment of the Hoepker-Yelk-Paulson lands (approximately 298 acres) to Madison in 2006 and the approval of this Plan by the Wisconsin Department of Administration. Madison shall pay Burke the sum of Two Hundred Fifty Thousand (\$250,000) Dollars in equal annual installments of Fifty Thousand (\$50,000) Dollars in five (5) installments. The first installment shall be paid on August 1, 2008. This obligation shall be instead of the statutory revenue sharing set forth in sub-paragraph A above for the Hoepker-Yelk-Paulson annexation/attachment.

D. Division of Assets and Liabilities

All Burke assets and liabilities shall be divided between DeForest, Madison and Sun Prairie at the end of the Protected Period as the Village and Cities mutually agree. If they do not agree, the assets and liabilities shall be divided consistent with the provisions of Wis. Stat. § 66.0235.

**SECTION 17
JOB CONTINUITY FOR TOWN EMPLOYEES**

The Parties shall cooperate to provide job security and job continuity for Town employees following the Protected Period. Any person who is a Town employee at the end of the Protected Period, shall be either: (1) offered suitable employment by DeForest, Madison, or Sun Prairie on terms at least equivalent to those provided by Town employment; or (2) shall be paid a lump sum severance payment according to the following schedule:

| Duration of Town Employment At the Time the Protected Period Expires | | | Amount of Severance Payment* at Employee's Town Rate of Pay | | |
|---|----|-------|--|------|-------------|
| Less than 6 months | | | | None | |
| 6 months or more and less than | 5 | Years | | 3 | months' pay |
| 5 years or more and less than | 10 | Years | | 6 | months' pay |
| 10 years or more and less than | 15 | Years | | 9 | months' pay |
| 15 years or more | | | | | Year's pay |
| *For purposes of calculating the severance payment, the amount of pay for the table above shall not exceed the level of pay for comparable positions in DeForest, Madison or Sun Prairie. | | | | | |

If a Town employee is employed by DeForest, Madison or Sun Prairie on a probationary basis and dismissed during the probationary period, but not for cause, the severance payment specified in the table above is due, less a credit for payments from the Village or City to the employee during the period of Village or City employment.

This severance benefit is the joint obligation of DeForest, Madison and Sun Prairie and shall be paid by one or more of the three, not the Town. DeForest, Madison and Sun Prairie may share the cost between them as they mutually agree. Such cost sharing shall be taken into account in the division of assets and liabilities under Section 16.

SECTION 18 COMPREHENSIVE/MASTER PLANNING

The Cooperative Plan Area is covered by adopted plans of the Town, City of Madison, Village of DeForest, City of Sun Prairie, the former Dane County Regional Planning Commission and the Madison Area Metropolitan Planning Organization. With very few exceptions, the proposed land use pattern for the Cooperative Plan Area is described in existing adopted plans of the Village and City of Madison and Sun Prairie. The plans of the Cities and Village will guide new development and redevelopment which occurs within the Cooperative Plan Area. The following provides a listing of the plans currently in place for the Cooperative Plan Area.

A. Town Plans

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

1. The Town Comprehensive Plan, adopted on September 13, 2005, provides a detailed background description of existing conditions within the Town, a summary of issues, a statement of goals and objectives, recommendations for the nine required elements, and implementation recommendations.

B. Madison Plans.

Madison has prepared a number of City-wide Master Plan elements that cover the Cooperative Plan Area. These include the Madison's Comprehensive Plan, the Peripheral Area Development Plan, the Parks and Open Space Plan, the Pedestrian Plan, the Bicycle Plan, and the Climate Protection Plan. In addition, detailed neighborhood development plans covering the Cooperative Plan Area have also been prepared. These include:

1. Rattman Neighborhood Development Plan
2. Nelson Neighborhood Development Plan
3. Hanson Neighborhood Development Plan
4. Felland Neighborhood Development Plan

C. Regional Plans.

In addition to the plans of the Town and Madison, several plans prepared by the former 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.

A portion of the Cooperative Plan Area is covered by adopted Madison 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 Cooperative Plan Area as taken from Madison's Comprehensive Plan and the plans of the Village of DeForest and City of Sun Prairie (see **Exhibit 7**).

In addition to the neighborhood development plans, Madison's Comprehensive Plan elements also cover the Cooperative Plan Area. Other plans include Madison's Peripheral Area Development Plan, the Parks and Open Space Plan, the Pedestrian Plan, the Bicycle Plan, Climate Protection Plan. Madison's Comprehensive Plan and other adopted plans shall govern development and land use changes which occur within the Plan Area. The Town's adopted plans, including the Town Land Use Plan will also be used to guide Town actions not covered by Madison's plans.

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 DeForest School District, the Sun Prairie District, the Madison Metropolitan School District, location of major employment centers, and shopping, recreational and cultural centers serving the area. The Cooperative Plan recognizes those areas of the Town which will be developed in Madison at urban densities and in conformance with the City's urban development standards, and also recognizes that some additional single-family homes at Town standards and Town densities will be permitted and that some residential and non-residential infill development may be occurring in the protected areas. 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.

D. DeForest Plans. DeForest development is governed by the DeForest Comprehensive Plan, adopted pursuant to §66.1001, Wis. Stats., on August 7, 2006.

E. Sun Prairie Plans. Land within the BAA-S will be guided by the provisions of the City of Sun Prairie Master Plan 2020, as may be amended from time to time. It is likely that said plan will be updated and/or replaced with a new comprehensive plan one or more times over the duration of the protected period. The Master Plan 2020 has been amended several times since its adoption. In addition, several neighborhood plans or sub-plans have been adopted as components of the Master Plan 2020, including the Westside Neighborhood Land Use and Transportation Plan and the Residential Development Phasing Plan.

Some of the land located within the BAA-S was not contemplated as being incorporated into the City of Sun Prairie at the time the above-referenced plans were adopted. As such, the City has no formal land use plan to guide development within certain areas of the BAA-S. The City intends to develop such a plan for the BAA-S through amendments to existing plans, the adoption of a new comprehensive plan that encompasses the full BAA-S as a future development area, or a combination of both. Until this occurs, the principles and general development concepts illustrated within the Westside Neighborhood Land Use and Transportation Plan and the Residential Development Phasing Plan shall serve as a guide for any land use and/or development related decision that may be raised within the BAA-S.

F. Madison-Sun Prairie Intergovernmental Agreement Regarding Community Separation. An Intergovernmental Agreement by and between the City of Madison and the City of Sun Prairie regarding Community Separation was executed on March 25, 1991, and subsequently expanded and revised by additional agreements executed on March 3, 1993 and November, 1995. These agreements identified specific defined areas within Sections 13, 14, 23, and 24 of T8N-R10E (Town of Burke) where a permanent open space corridor was to be established between the two expanding cities, and where both municipalities agreed to prevent any future development inconsistent with the objective to maintain open space uses as the permanent land use to the extent that each had the power to do so. The intergovernmental agreement also included a mutual commitment to certain future development land uses on defined portions of the lands adjacent to the open space corridor. Finally, the agreement established an ultimate jurisdictional boundary between the two incorporated municipalities that limited their potential municipal expansion within defined portions of these same Sections.

Sun Prairie and Madison agree to the modification of the above-mentioned Madison and Sun Prairie community separation intergovernmental agreements as an element of this Cooperative Plan, upon the terms set forth in **Exhibit 11** to this Plan, and as shown on **Exhibit 12**. The provisions of the Madison and Sun Prairie Community Separation intergovernmental agreement and the modifications contained in **Exhibits 11 and 12** which prohibit or restrict development or create open space separation between Madison and Sun Prairie shall not be enforceable by the Village or Town, nor shall the Village or Town be necessary parties to any dispute with any third party arising out of said agreement or its modification by the terms of **Exhibits 11 or 12**.

SECTION 19
AUTHORIZING RESOLUTIONS, NOTICES, COOPERATIVE PLAN ADOPTION
RESOLUTIONS, AND RECORD OF PUBLIC PARTICIPATION

A. Initial Authorizing Resolutions and Affidavit of Mailing. The Resolutions of the Burke, DeForest, Madison and Sun Prairie that authorize participation in the preparation of this Cooperative Plan, and the Affidavit attesting to the mailing of the authorizing resolutions as required pursuant to Sec. 66.0307(4)(a), Wisconsin Statutes, are a separate attachment for submittal to the State of Wisconsin Department of Administration (“DOA”).

B. Affidavits of publication. The Affidavits of publication of the Notice of Joint Public Hearing are a separate attachment for submittal to the State DOA.

C. Record of Public Participation and Comment. The public comments received are included in a separate attachment and report for submittal to the State DOA.

D. Resolutions Adopting the Cooperative Plan and Authorizing Submittal of Plan to the State. The Resolutions of Burke, DeForest, Madison and Sun Prairie 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 a separate attachment for submittal to the State DOA.

SECTION 20
BINDING EFFECT OF COOPERATIVE PLAN

This Cooperative Plan shall bind, and accrue to the benefit of, all successors of the Parties. 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 21
ENFORCEMENT

A. Disputes Settled by Arbitration . Except as expressly provided otherwise in this Plan, disputes over compliance with this Cooperative Plan shall be resolved by binding

arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect but not under the auspices of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be by one arbitrator and shall take place in Madison, Wisconsin. Except to the extent the Parties' remedies may be limited by the terms of this Plan, the arbitrator is empowered to award any remedy available under the laws of the State of Wisconsin, including, but not limited to, monetary damages and specific performance. Within 15 days of a demand for arbitration, the affected Parties shall attempt in good faith to select the arbitrator. The arbitrator shall be neutral and shall not have any financial or personal interest in the result of the arbitration. Except as otherwise agreed by the Parties in writing, if an arbitrator is not appointed within 15 days of a demand for arbitration, then, at the request of any affected Party, an arbitrator shall be appointed in accordance with Wis. Stat. § 788.04.

B. Limitation on Commencement of Civil Action. Subsection 21.A. of this Cooperative Plan shall be the exclusive method of resolving the issues specified under this Plan and both the Parties 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 arbitration award under paragraph 21.A.;
- (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) Actions to enforce the adoption of the Final Attachment Ordinance pursuant to paragraph 21 A of this Plan.

SECTION 22 NO CHALLENGES TO THIS COOPERATIVE PLAN; REMEDIES

A. Challenge to Cooperative Plan.

(1) Except as expressly provided herein, the Parties waive all rights to challenge the validity or enforceability of this Cooperative Plan or any of its provisions or to challenge any actions taken pursuant to or in accordance with this Cooperative Plan.

(2) 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, all affected Parties shall fully cooperate to vigorously defend the Cooperative Plan, provided, however, that the Village and Town shall not be obligated to join or participate in any third party dispute arising from the provisions of Section 18 hereof.

(a) If only one Party is named as a party to the action the other affected Parties shall seek to intervene and the named party shall support such intervention.

(b) No settlement of such an action shall be permitted without the approval of the governing bodies of all affected Parties.

(c) The workload to defend the Cooperative Plan shall be shared equally by the participating parties.

(3) 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.

B. Remedies. Except as expressly provided otherwise herein, in addition to other remedies provided in this Cooperative Plan,

(1) Any Party may seek specific performance of this Cooperative Plan in addition to any other remedies available at law or in equity.

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

SECTION 23 AMENDMENT

The procedure for amendment of this Cooperative Plan is found in Sec. 66.0307(8), Wis. Stats. However, this Plan contemplates the possibility of additional intergovernmental agreements adjusting obligations for services as between the various parties, possible additional revenue sharing agreements, and agreements to make minor adjustments to the boundaries proposed in this Plan due to unforeseen problems or mutual benefits that might become apparent during the process of implementation. Those modifications are considered to be consistent with, and part of, this Plan and do not require a formal amendment to this Plan.

SECTION 24 GOOD FAITH AND FAIR DEALING

A. Good Faith. The Parties shall cooperate in good faith to implement this Cooperative Plan and may enter further agreements to facilitate an orderly transition of remaining Town territory to DeForest, Madison and Sun Prairie on the Transition Date. The Parties agree that they will not oppose this Cooperative Plan in any way privately or publicly, either when communicating with any government agency that is charged with review or evaluation of any part of this Cooperative Plan, or otherwise.

B. Further Cooperative Agreements. The Parties agree to pursue further cooperative agreements that will qualify each of them for additional shared revenues.

**SECTION 25
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 affected Parties 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 Parties 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, any Party may, by thirty (30) days written notice to the other affected Party or Parties, require the dispute to be resolved as provided in Section 21 of this Plan.

**SECTION 26
IMPLEMENTATION**

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

**SECTION 27
MISCELLANEOUS INTERPRETATION**

A. 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. Except as expressly stated otherwise, 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.

B. 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.

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

D. 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 all Parties. By the terms of this Plan, no municipal Party shall benefit from not having drafted this document.

E. Entire Agreement. The entire agreement of the Parties with respect to the subject matter hereof is contained in this Cooperative Plan and it supercedes any and all oral representations and negotiations between the municipalities.

F. Authority. Each Party represents that it has the authority to enter into this Plan and that all necessary procedures have been followed to authorize this Plan. Each person signing this Plan represents and warrants that he or she is duly authorized to do so.

SECTION 28 NON-DISCRIMINATION

In the performance of the services under this Cooperative Plan, the Parties agree not to discriminate, in violation of any state or federal law, 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 Plan because of race, religion, color, age, disability, sex or national origin

SECTION 29 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 Burke shall be addressed as follows:

Town of Burke Clerk, 5365 Reiner Road, Madison, WI 53718.

Each notice to DeForest shall be addressed as follows:

Village of DeForest Clerk, 306 DeForest Street, DeForest, WI 53532.

Each notice to Madison shall be addressed as follows:

City of Madison Clerk, Room 103A, City-County Bldg., 210 Martin Luther King, Jr. Blvd., Madison, WI 53703.

Each notice to Sun Prairie shall be addressed as follows:

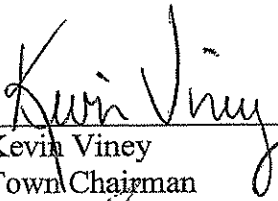
City of Sun Prairie Clerk, 300 East Main Street, Sun Prairie, WI 53590.

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

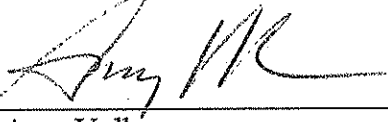
Town of Burke, Village of DeForest,
City of Sun Prairie and City of Madison
Cooperative Plan

Town of Burke
A Wisconsin Municipal Corporation

Date: 7-17-07

By: 
Kevin Viney
Town Chairman

Date: 1-17-07

By: 
Amy Volkmann
Town Clerk/Treasurer

Town of Burke, Village of DeForest,
City of Sun Prairie and City of Madison
Cooperative Plan

VILLAGE OF DEFOREST
a Wisconsin Municipal Corporation

Date: 1.17.2007


By:



Jeffrey N. Miller
Village President

Date: 1.17.07

By:

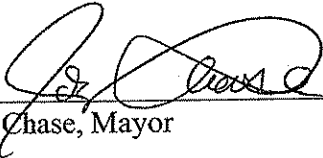


LuAnn Leggett
Village Clerk

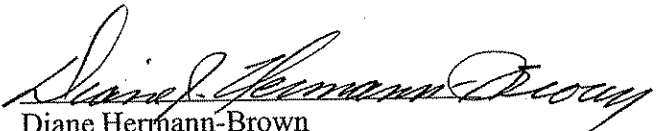
Town of Burke, Village of DeForest,
City of Sun Prairie and City of Madison
Cooperative Plan

CITY OF SUN PRAIRIE
a Wisconsin Municipal Corporation

Date: 1/23/07

By: 
Joe Chase, Mayor

Date: 1-19-07

By: 
Diane Hermann-Brown
City Clerk

Resolution # - 07/12

File # - ~~10,300~~ 10,320


Approved - 1-16-07

COPIES TO GO TO OFFICE
MAY 2007, 10:11 AM

Town of Burke, Village of DeForest,
City of SunPrairie and City of Madison
Cooperative Plan

CITY OF MADISON
a Wisconsin Municipal Corporation

Date: 1-17-07

By: 
David J. Cieslewicz, Mayor

Date: 1-17-2007

By: 
Maribeth Witzel-Behl, City Clerk

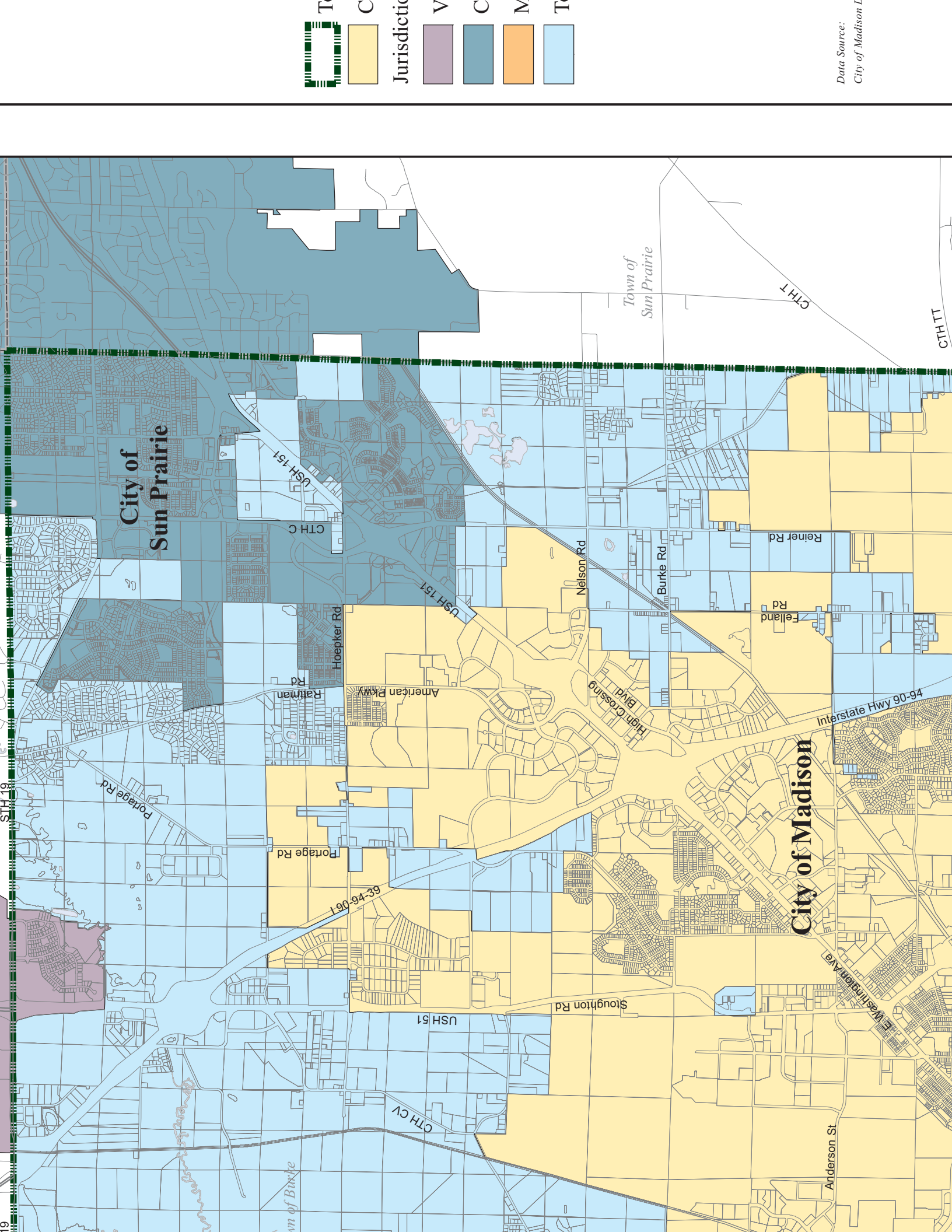
**TOWN OF BURKE, VILLAGE OF DeFOREST, CITY OF SUN PRAIRIE AND
CITY OF MADISON COOPERATIVE PLAN**

List of Exhibits

- Exhibit 1 Current Municipal Boundaries of Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison, including the Burke Territory Subject to the Cooperative Plan
- Exhibit 2 Description of Final Boundary Line Between Madison and DeForest, Madison and Town of Windsor, and Madison and Sun Prairie.
- Exhibit 3 Map showing Final Boundary Line, Boundary Adjustment Area-DeForest (“BAA-D”), Boundary Adjustment Area-Sun Prairie (“BAA-S”) and Boundary Adjustment Area-Madison (“BAA-M”)
- Exhibit 4 Map of “Protected Areas” of the Town Not Subject to Early Attachment
- Exhibit 5 Hoepker Road Annexation Area Subject to Sec. 3.3 Building Permit Limits
- Exhibit 6 DXWSA Area within BAA-M where Sanitary Sewer and Water Service shall be provided by Deforest
- Exhibit 7 Current Land Use Map For the Cooperative Plan Area
- Exhibit 8 DeForest/ Token Creek Sanitary District Service Agreement
- Exhibit 9 Terms of Madison’s Acquisition of Burke Utility District #1
- Exhibit 10 DeForest Ordinance 2005-12 (water service impact fee)
- Exhibit 11 Modification to the Madison-Sun Prairie Community Separation Agreements
- Exhibit 12 Map of Madison-Sun Prairie Community Separation Area
- Exhibit 13 Map of Burke/Sun Prairie Revenue Sharing Area

EXHIBIT 1

**Map of Current Municipal Boundaries
of the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison, including all
Burke territory subject to this Cooperative Plan.**



T C Jurisdiction V C M T

Data Source:
City of Madison L

City of Sun Prairie

City of Madison

Town of Sun Prairie

Town of Briar

CTH T

CTH TT

CTHC

Fallman Rd

Hoepker Rd

USH 151

90-94-39

USH 51

CTH CV

Stoughton Rd

Nelson Rd

Burke Rd

High Crossing Blvd

Felland Rd

Reiner Rd

Interstate Hwy 90-94

Anderson St

Washington Ave

S 118

9

EXHIBIT 2

Legal Description of Final Boundary Line Between Madison and Deforest, Madison and the Town of Windsor, and Madison and Sun Prairie

A Town of Burke, Village of Deforest, City of Sun Prairie and City of Madison mutually agreed boundary line traversing from East to West across Township 08 North, Range 10 East, (Original Town of Burke) defining jurisdictions, said boundary line more particularly described as follows:

Beginning at a point on the West line of said Township Eight (8) North, Range Ten (10) East, being the Northwest corner of the South 1/2 of the Northwest 1/4 of Section Seven (7); thence Easterly, along the North line of the South 1/2 of the Northwest 1/4 of said Section Seven (7), 2,059 feet, more or less, to the point of intersection with the North-South 1/4 line of said Section Seven (7); thence continuing Easterly, along the North line of the Southwest 1/4 of the Northeast 1/4 of said Section Seven (7), 1,347 feet, more or less, to the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section Seven (7); thence Northerly, along the West line of the Northeast 1/4 of the Northeast 1/4 of said Section Seven (7), 1,300 feet, more or less to the North line of the Northwest 1/4 of said Section Seven (7); thence Easterly along the North line of Sections Seven (7) and Eight (8), 3,954 feet, more or less, to the North 1/4 corner of Section Eight (8), also being the South 1/4 corner of Section Five (5), also being the Southwest corner of Lot 2, Certified Survey Map 8421; thence continuing Easterly along the North line of Section Eight (8) and the South line of Section Five (5), and the South line of said Lot 2, 1,122.09 feet to a point on the Northerly right-of-way line of Buckley Road; thence Easterly along said Northerly right-of-way line, and the Easterly prolongation thereof, 312 feet, more or less, to a point on the East right-of-way line of Daentl Road; thence Northerly along the East right-of-way line of Daentl Road, 850 feet, more or less, to the Northernmost point of lands conveyed in Warranty Deed Document No. 3794953, Dane County Registry, also being a point on the Interstate 39/90/94 and U.S. Highway 51 interchange right-of-way; thence Northeasterly, perpendicular to the Northeast right-of-way line of said Interstate 39/90/94, 280 feet, more or less, to said Northeast right-of-way line thereof, also being the Southwest line of Lot 1, Certified Survey Map 2096; thence South 45°03'05" East, along said Northeast right-of-way line thereof, also being the Southwest line of Lot 1, Certified Survey Map 2096, 367 feet, more or less, to the Southernmost point of said Lot 1; thence North 75°01'19" East, along the Southerly line of Lots 1 and 2, said Certified Survey Map 2096, 426.03 feet to the Southeast corner of said Certified Survey Map 2096; thence continuing North 75°01'19" East, 280 feet, more or less, to a point on the West right-of-way line of U.S. Highway

51; thence Northeasterly 222 feet, more or less, to a point on the East right-of-way line of U.S. Highway 51 and the Southeast corner of Certified Survey Map 2265; thence North 76°52'44" East, along the South line of said Certified Survey Map 2265, 363.27 feet to the Southeast corner thereof; thence North 02°24'44" East, along the East line of said Certified Survey Map 2265, 1,197.62 feet; thence North 87°35'16" West, along said East line, 94.27 feet; thence North 42°35'16" West, along said East line, 63.56 feet; thence North 02°24'44" East, along said East line, 125.96 feet to the Northeast corner of Certified Survey Map 2265 also being a point on the South line of Token Creek Lane; thence continuing North 02°24'44" East, on a Northerly prolongation of the East line of Certified Survey Map 2265, 80.15 feet to a point on the East-West ¼ line of Section 4, also being a point on the South line of Savannah Brooks, a recorded subdivision plat in the Village of DeForest as Document No. 4199552; thence South 89°59'28" East, along the South line of said Savannah Brooks and the East-West ¼ line, 947.5 feet, more or less, to the Southeast corner of Outlot 12, Savannah Brooks; thence North 02°00'12" East, along the East lines of Outlots 12 and 11, 234.29 feet to the centerline of Token Creek as located by Savannah Brooks; thence traversing along the South and East lines of Outlots 11 and 13, Savannah Brooks, in a general Easterly and Northerly direction along the centerline of Token Creek as defined by said Savannah Brooks, to a point on the East line of Outlot 13 adjacent to unplatted Conservation Commission of the State of Wisconsin (Department of Natural Resources) owned lands; thence continuing Northeasterly along the centerline of Token Creek, to the Southeast corner of unplatted Conservation Commission of the State of Wisconsin (Department of Natural Resources) owned lands, containing a storm water retention pond, ownership per Volume 427 of Deeds, Page 457, as Document No. 664806, Dane County Registry; thence Northerly, along the East line of said Conservation Commission of the State of Wisconsin (Department of Natural Resources) owned lands, 743 feet, more or less, to the Northeast corner thereof; thence Westerly 106 feet, more or less, to the centerline of an un-named creek and the Southeast corner of unplatted lands owned by Donald C. & Joanne K. Tierney per Document No. 4225410, Dane County Registry; thence Northerly along the centerline of said un-named creek as described in said Document No. 4225410, 728 feet, more or less; (the next three courses as described in said Document No. 4225410) thence North 10° East (also recorded as North 10 Seconds East assumed to be in error), 4 chains (264 feet); thence North 44° East, 4.25 chains (280.5 feet); thence North 21° East, 2.88 chains (190.08 feet) to the North line of the Northwest ¼ of the Northeast ¼ of Section 4 located within the U.S. Highway 19 right-of-way; thence Easterly along said North line, 1,856 feet, more or less, to the Northeast corner of said Section 4; thence North 89°38'15" East (per CSM 5744), along the North line of the Northwest ¼

of Section 3, 57.37 feet; thence North 88°59'42" E (per CSM 5744), continuing along the North line of said Section 3, 1,816.21 feet to the point of intersection with the Northerly prolongation of the East line of Certified Survey Map 5744; thence South 02°33'24" West, along said Northerly prolongation and East line of Certified Survey Map 5744, 1,683.04 feet to the Southeast corner thereof, also being the Southwest corner of Terrace Parklands, a recorded subdivision plat per Volume 53 of Plats, Page 58 as Document No. 1737189, Dane County Registry; thence North 88°32'08" East, along the South line of Terrace Parklands, 935.52 feet to the Southeast corner thereof; thence continuing Easterly along the South line of Outlots 152 and 147, Burke Assessor's Plat No. 1, and an Easterly prolongation thereof, 367 feet, more or less, to the centerline of Portage Road located in the Northeast ¼ of Section 3; thence Southeasterly, along said centerline, to the point of intersection with Rattman Road; thence continuing Southeasterly, along the centerline of Rattman Road, 2,900 feet, more or less, to the Northeast corner of Hoffman Acres, a recorded subdivision plat per Volume 52 of Plats, Page 17 as Document No. 1651868, Dane County Registry; thence South 76°13'20" West (all bearings along Hoffman Acres are per the recorded plat), along the North line of said plat, 40.07 feet to the Westerly right-of-way line of Rattman Road and the Northeast corner of Lot 33, Hoffman Acres; thence continuing South 76°13'20" West, along said North plat line, 250.49 feet to the Northwest corner of Lot 32, Hoffman Acres; thence South 59°25'20" West, along said North plat line, 259.35 feet; thence South 16°35'20" West, along said North plat line, 409.21 feet; thence South 32°31'20" West, along said North plat line, 176.64 feet; thence South 73°14'00" West, along said North plat line, 101.02 feet to the Northwest corner of Lot 28, Hoffman Acres; thence South 88°26'00" West, along said north plat line, 529.04 feet to the Northwest plat corner thereof, also being a point on the North-South ¼ line of Section 3; South 01°07'59" W, along the West plat line of said Hoffman Acres and North-South ¼ line of Section 3, 395.98 feet to the Southwest plat corner of Hoffman Acres and the South ¼ corner of Section 3 and the Northwest plat corner of Sunburst, a recorded subdivision plat per Volume 42 of Plats, Pages 11 and 12 as Document No. 1411883; thence South 00°27'40" West (bearing per recorded plat of Sunburst), along the West line of Sunburst, 1,324.94 feet to the Southwest plat corner thereof (40 corner location per Sunburst plat by WI Land Surveyor George A. Weir recorded October 8, 1974 apparently did not follow city of Madison Master Control North-South ¼ line survey of Section 10 by WI Land Surveyor Edward P. Cranley dated May 18 and 19, 1974); thence continuing Southerly, along ownership line approximately 1,313.77 feet (2,649.87 [City of Madison ½ mile distance] – 1,324.94 [Sunburst plat] = 1,313.77) to the East-West ¼ line of said Section 10; thence in an unknown direction and distance to the Northwest corner of First Addition to Rattman Heights, subdivision plat recorded

October 31, 1972 in Volume 39 of Plats, Pages 24 and 25 as Document No. 1345563, Dane County Registry; thence South $03^{\circ}14'29''$ West (bearing per recorded plat of First Addition to Rattman Heights), along the West line of said First Addition to Rattman Heights, 1,973.80 feet to the Southwest plat corner thereof, said point being North $03^{\circ}14'29''$ East 662.43 feet from the South $\frac{1}{4}$ corner of Section 10 per the recorded plat; thence in an unknown direction and distance (appears to be Westerly 7 feet more or less) to the Northwest corner of Sherwood Glen, a subdivision plat recorded November 7, 1972 in Volume 39 of Plats, Pages 30 and 31 as Document no. 1346367, Dane County Registry; thence South $02^{\circ}47'$ West (bearing per recorded Sherwood Glen plat), along the west plat line, 429.59 feet to the southwest corner thereof, also being the Northwest corner of Certified Survey Map No. 774 recorded December 30, 1971 in Volume 3 of Certified Surveys on Pages 288 and 289 as Document No. 1313655, Dane County Registry; thence South $02^{\circ}47'$ West (bearings per CSM 744) , along the West line of said Certified Survey Map No. 744, 231.07 feet to the Southwest corner of Certified Survey Map No. 744 and the South $\frac{1}{4}$ corner of Section 10 and approximate centerline of Hoepker Road; thence South $88^{\circ}24'41''$ East (recorded as South $88^{\circ}40'$ East per CSM 744), along the South line of the Southeast $\frac{1}{4}$ of said Section 10, 1,315.63 feet to the Northwest corner of Certified Survey Map No. 6315 (now replatted by Parkway Village and Parkway Village Replat) also being a point on the existing City of Madison Corporate Limits; thence North $00^{\circ}47'41''$ East, along the existing City of Madison Corporate Limits line being the Northerly prolongation of the West line of said Certified Survey Map No. 6315, to a point 33.0 feet North of, measured at right angles to, the South line of the Southeast $\frac{1}{4}$ of Section 10, also being the existing North right-of-way line of Hoepker Road as presently located; thence North $88^{\circ}24'41''$ East (bearing per City of Madison Master Control), along the existing City of Madison Corporate Limits line being parallel with and 33.0 feet North of, the South line of the Southeast $\frac{1}{4}$ of Section 10, along said North right-of-way line as presently located, 347.80 feet to a point on said North right-of-way line as dedicated by Sherwood Glen subdivision plat; thence North $01^{\circ}20'$ East (bearing per Sherwood Glen), along the existing City of Madison Corporate Limits line being along said North right-of-way line of Hoepker Road, 7.00 feet; thence North $88^{\circ}24'41''$ East (bearing per City of Madison Master Control), along the existing City of Madison Corporate Limits line, 125.82 feet across Robin Hood Way (platted as Katie Lane by Sherwood Glen) to the East plat line of said Sherwood Glen and West line of Certified Survey Map No. 6337; thence North $88^{\circ}24'21''$ East, along the existing City of Madison Corporate Limits line being along the South line of Lots 4 and 1, Certified Survey Map No. 6337 also being the North right-of-way line of Hoepker Road as presently located, 800.77 feet to the Southeast corner of Lot 1, Certified Survey Map No. 6337, also being

the point of intersection with the West right-of-way line of Rattman Road as presently located; thence South $02^{\circ}36'34''$ East, along the Southerly prolongation of the East line of said Lot 1 and West right-of-way line of said Rattman Road, 7.02 feet to a point which is 33.0 feet north of, measured at right angles to, the South line of the Southeast $\frac{1}{4}$ of Section 10; thence North $88^{\circ}24'21''$ East, along the existing City of Madison Corporate Limits line also being along the Easterly prolongation of the North right-of-way line of Hoepker Road West of Rattman Road, 41.73 feet to the point of intersection with the Westerly prolongation of the North right-of-way line of Hoepker Road East of Rattman Road; thence North $89^{\circ}08'55''$ East, along the existing City of Madison Corporate Limits line also being along the said Westerly prolongation line, 14.73 feet to the point of intersection with the East line of the Southeast $\frac{1}{4}$ of Section 10; thence continuing North $89^{\circ}08'55''$ East, along the existing City of Madison Corporate Limits line also being along the said Westerly prolongation line, 16.65 feet to the point of intersection with the East right-of-way line of Rattman Road; thence continuing North $89^{\circ}08'55''$ East, along the existing City of Madison Corporate Limits line also being along the North right-of-way line of Hoepker Road being 33.0 feet North of, measured at right angles to, the South line of the Southwest $\frac{1}{4}$ of Section 11, 2,622.5 feet, more or less, to the point of intersection with the East line of the Southwest $\frac{1}{4}$ of Section 11; thence South $00^{\circ}43'38''$ West, along the existing City of Madison Corporate Limits line also being along the East line of said Southwest $\frac{1}{4}$, 33.01 feet to the South $\frac{1}{4}$ corner of Section 11, also being the North $\frac{1}{4}$ corner Section 14; thence Southerly, along the North-South $\frac{1}{4}$ line, traversing across U.S.H. 151, 5,138 feet, more or less to the Southwest corner of unplatted lands currently owned by Barlie Fam 4 Reiner Rd., LLC per Warranty Deed Document No. 4036712, Dane County registry; thence North $89^{\circ}22'04''$ East, along the South line of unplatted lands, 1,327.61 feet to the Southeast corner thereof; thence continuing North $89^{\circ}22'04''$ East, along the North line of unplatted lands currently owned by Waste Management of Wisconsin Inc. per Warranty Deed Document No. 2966346, Dane County Registry to the Northeast corner thereof; thence South $00^{\circ}39'05''$ West, along the East line of said unplatted lands, 150.04 feet to the Southeast corner thereof, also being a point on the South line of the Southeast $\frac{1}{4}$ of Section 14; thence North $89^{\circ}22'04''$ East (recorded as North $89^{\circ}22'29''$ East), along said South line of the Southeast $\frac{1}{4}$, 1037.04 feet to the Southeast corner of Section 14, Northeast corner of Section 23 and approximate centerline of Reiner Road; thence South $01^{\circ}01'22''$ West, per City of Madison Master Control (recorded as South $01^{\circ}01'13''$ West), along the East line of the Northeast $\frac{1}{4}$ of Section 23, 959.05 feet to the point of intersection with the Northwesterly right-of-way line of the Soo Line Railroad; thence Northeasterly along the Northwesterly right-of-way line of the Soo Line Railroad, 5,775 feet, more or less, to the point of

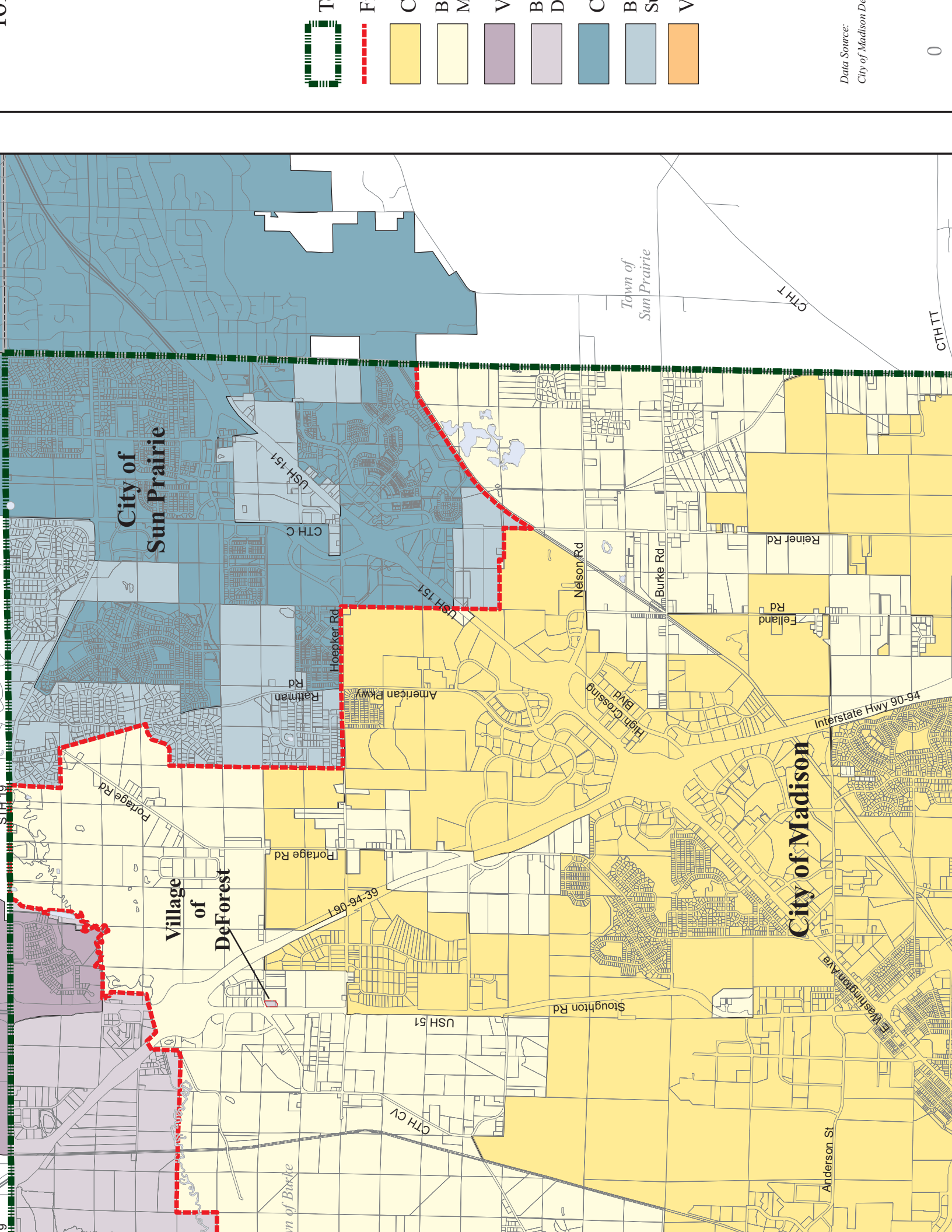
intersection with the North line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13; thence Easterly along the North line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 1,068 feet more or less to the East $\frac{1}{4}$ corner of Section 13 and **Point of Termination** of boundary line.

City of Madison Engineering Project No. 53W0425

Prepared December 7, 2006 by Eric Pederson, City of Madison Engineering Division-Based on existing recorded Land Records and mutually agreed boundary locations by all parties.

EXHIBIT 3

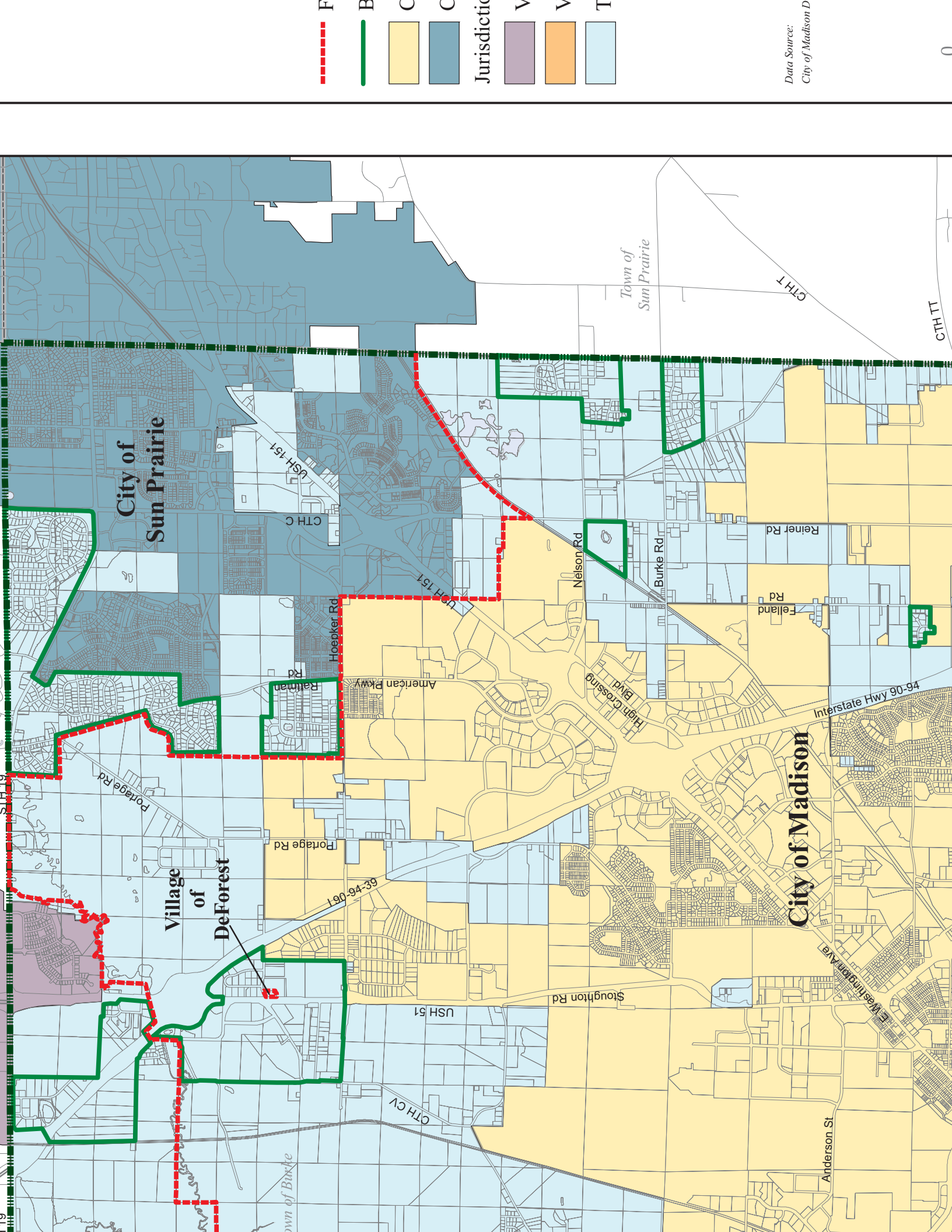
**Map showing Final Boundary Line, Boundary Adjustment Area-DeForest
("BAA-D"), Boundary Adjustment Area-Sun Prairie ("BAA-S")
and Boundary Adjustment Area-Madison ("BAA-M")**



Data Source:
City of Madison De

EXHIBIT 4

Map of “Protected Areas” of the Town Not Subject to Early Attachment



City of Sun Prairie

Village of DeForest

City of Madison

- F - - -
- B —
- C
- C
- Jurisdiction
- V
- V
- T

Data Source:
City of Madison D

Town of Sun Prairie

CTH T

CTH TT

Town of Buxte

Rathman Rd

Hosoper Rd

American Pkwy

Portage Rd

90-94-39

USH 51

CTH CV

Nelson Rd

Burke Rd

Felland Rd

Reiner Rd

Interstate Hwy 90-94

High Crossing Blvd

Stoughton Rd

Washington Ave

Anderson St

CTH C

USH 151

USH 151

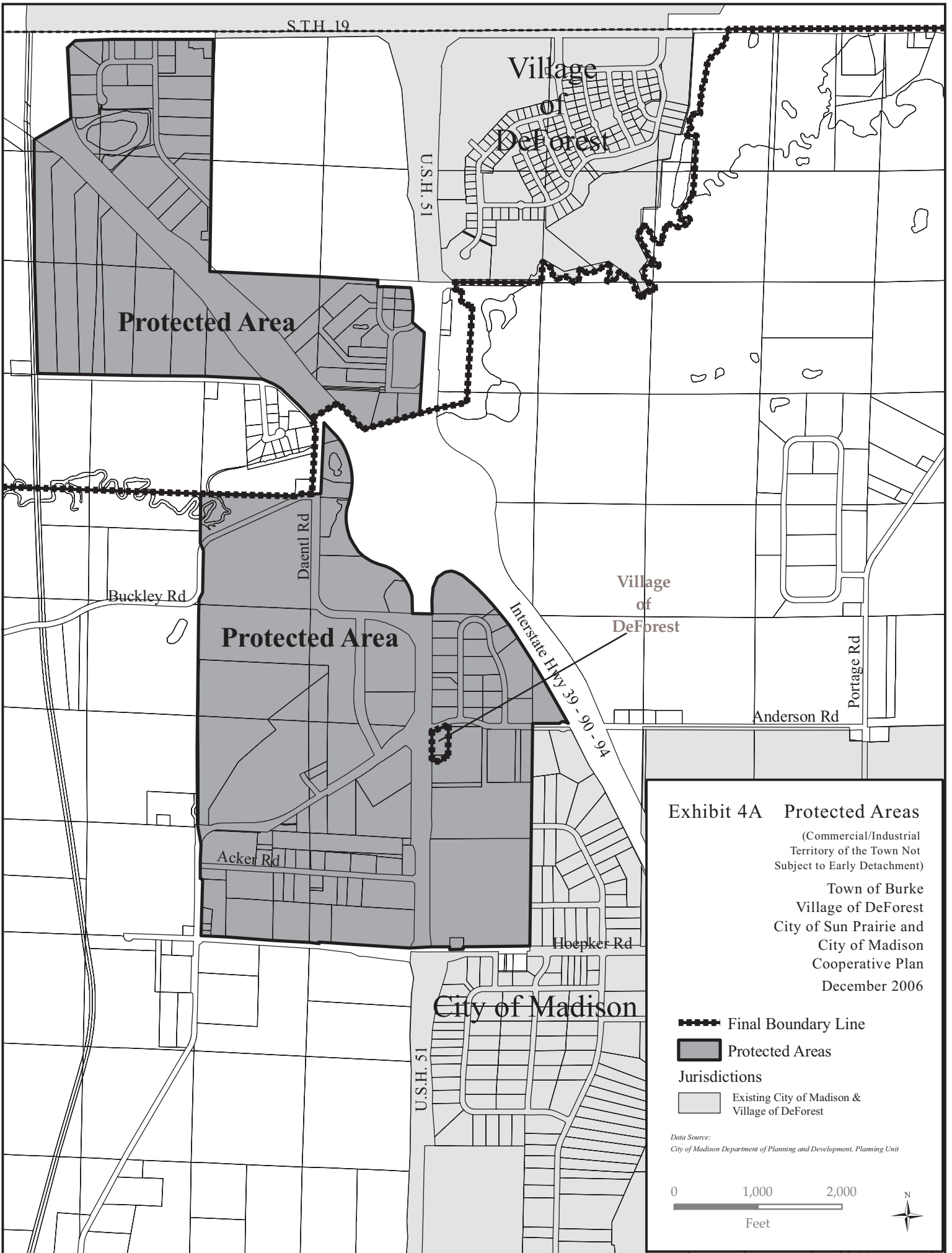


Exhibit 4A Protected Areas

(Commercial/Industrial Territory of the Town Not Subject to Early Detachment)

Town of Burke
 Village of DeForest
 City of Sun Prairie and
 City of Madison
 Cooperative Plan
 December 2006

----- Final Boundary Line

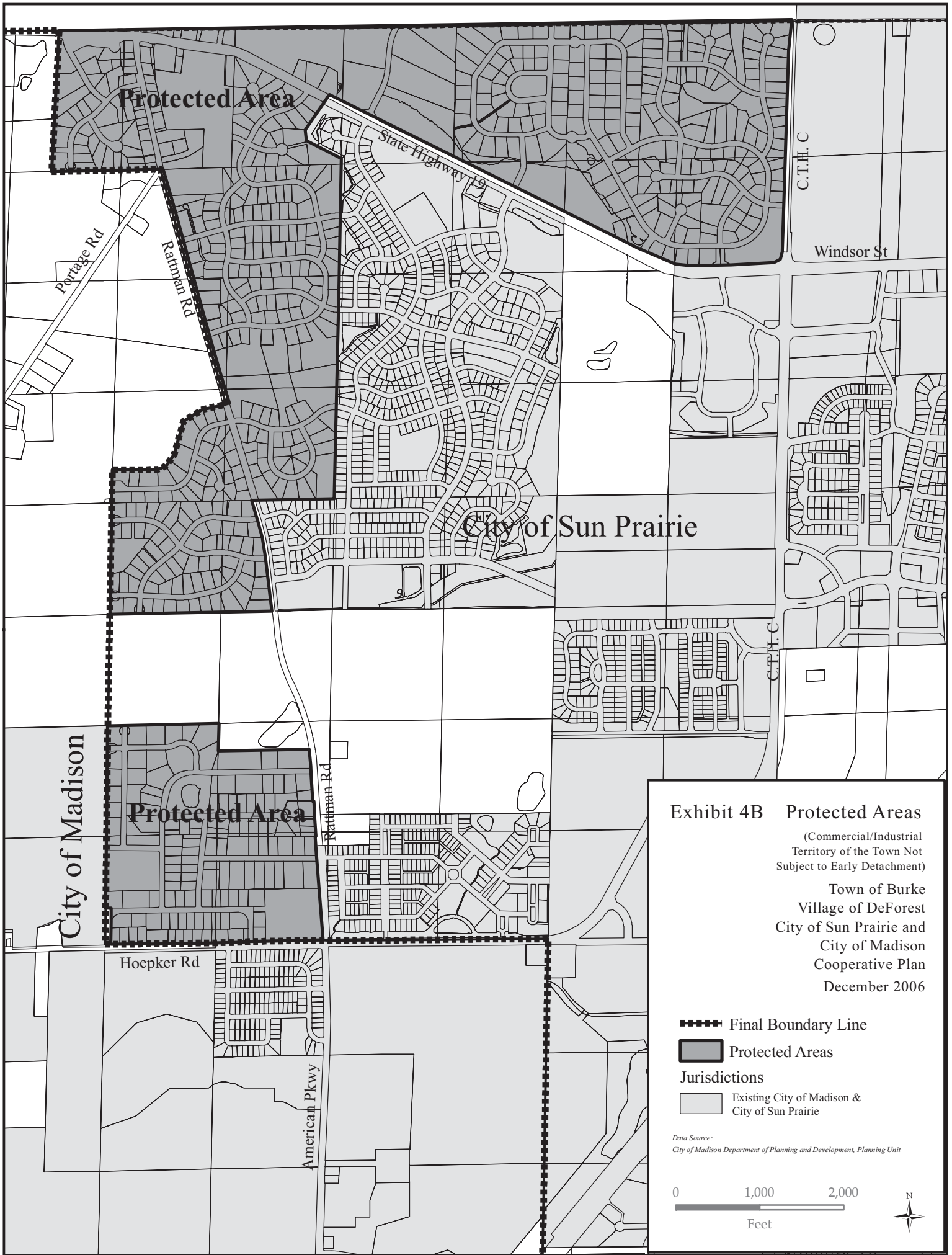
■ Protected Areas

Jurisdictions

■ Existing City of Madison & Village of DeForest

Data Source:
 City of Madison Department of Planning and Development, Planning Unit





Protected Area

State Highway 19

C.T.H. C

Windsor St

Peotage Rd

Rattman Rd

City of Sun Prairie

City of Madison

Protected Area

Rattman Rd

Hoepker Rd

American Pkwy

Exhibit 4B Protected Areas

(Commercial/Industrial Territory of the Town Not Subject to Early Detachment)

Town of Burke
Village of DeForest
City of Sun Prairie and
City of Madison

Cooperative Plan
December 2006

----- Final Boundary Line

■ Protected Areas

Jurisdictions

□ Existing City of Madison & City of Sun Prairie

Data Source:
City of Madison Department of Planning and Development, Planning Unit



City of Madison

Reiner Rd

Nelson Rd

Brinken Rd
Bow Rd

Felland Rd

Protected Area

Protected Area

Burke Rd

Protected Area

Thobson Rd

City of Madison

City of Madison

Lien Rd

Felland Rd

N Sprecher Rd

Protected Area

Bridle Way

Exhibit 4C Protected Areas

(Commercial/Industrial Territory of the Town Not Subject to Early Detachment)

Town of Burke
Village of DeForest
City of Sun Prairie and
City of Madison
Cooperative Plan
December 2006

----- Final Boundary Line

■ Protected Areas

Jurisdictions

■ Existing City of Madison

Data Source:

City of Madison Department of Planning and Development, Planning Unit



EXHIBIT 5

**Hoepker Road Annexation Area
Subject to Sec. 3.3 Building Permit Limits**

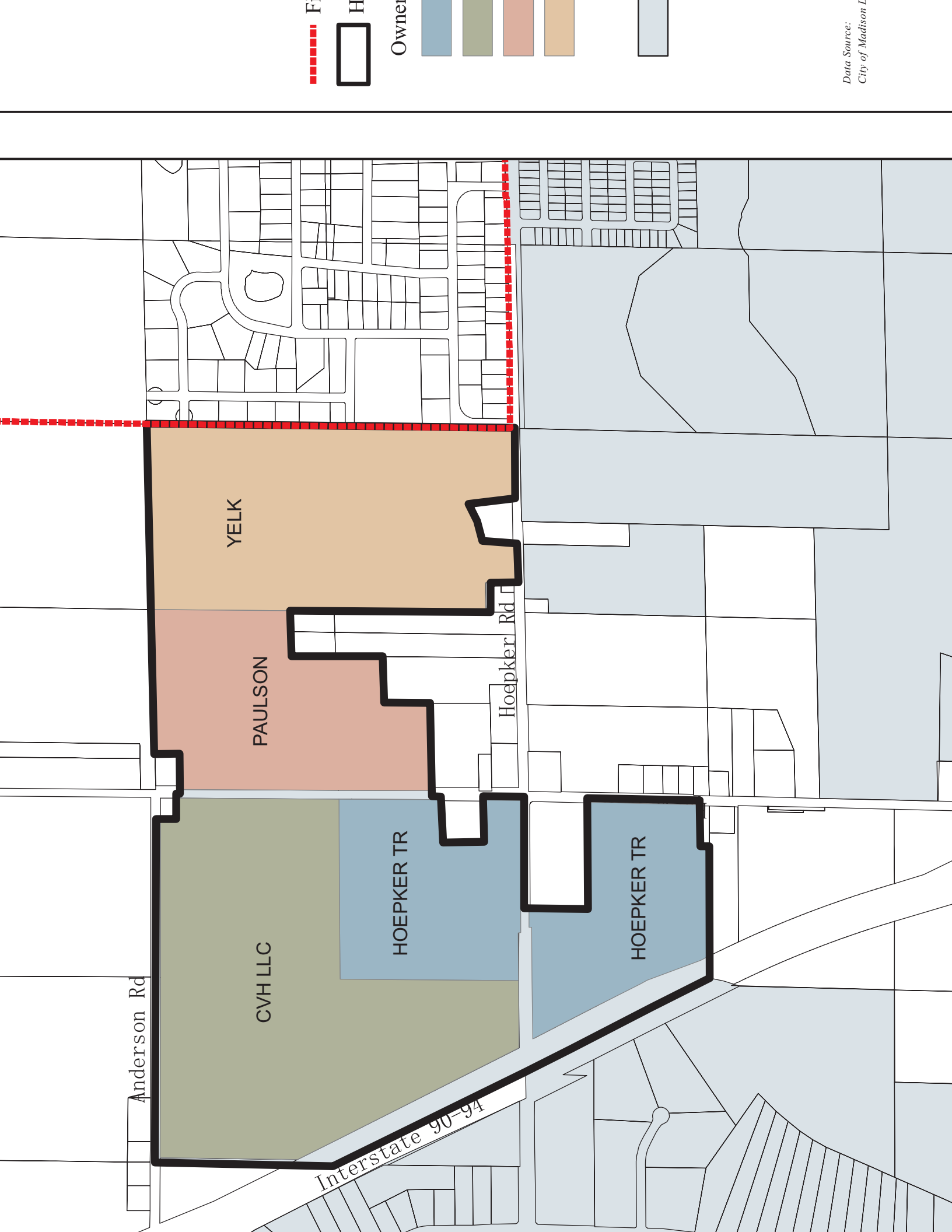
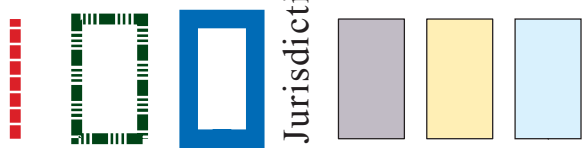
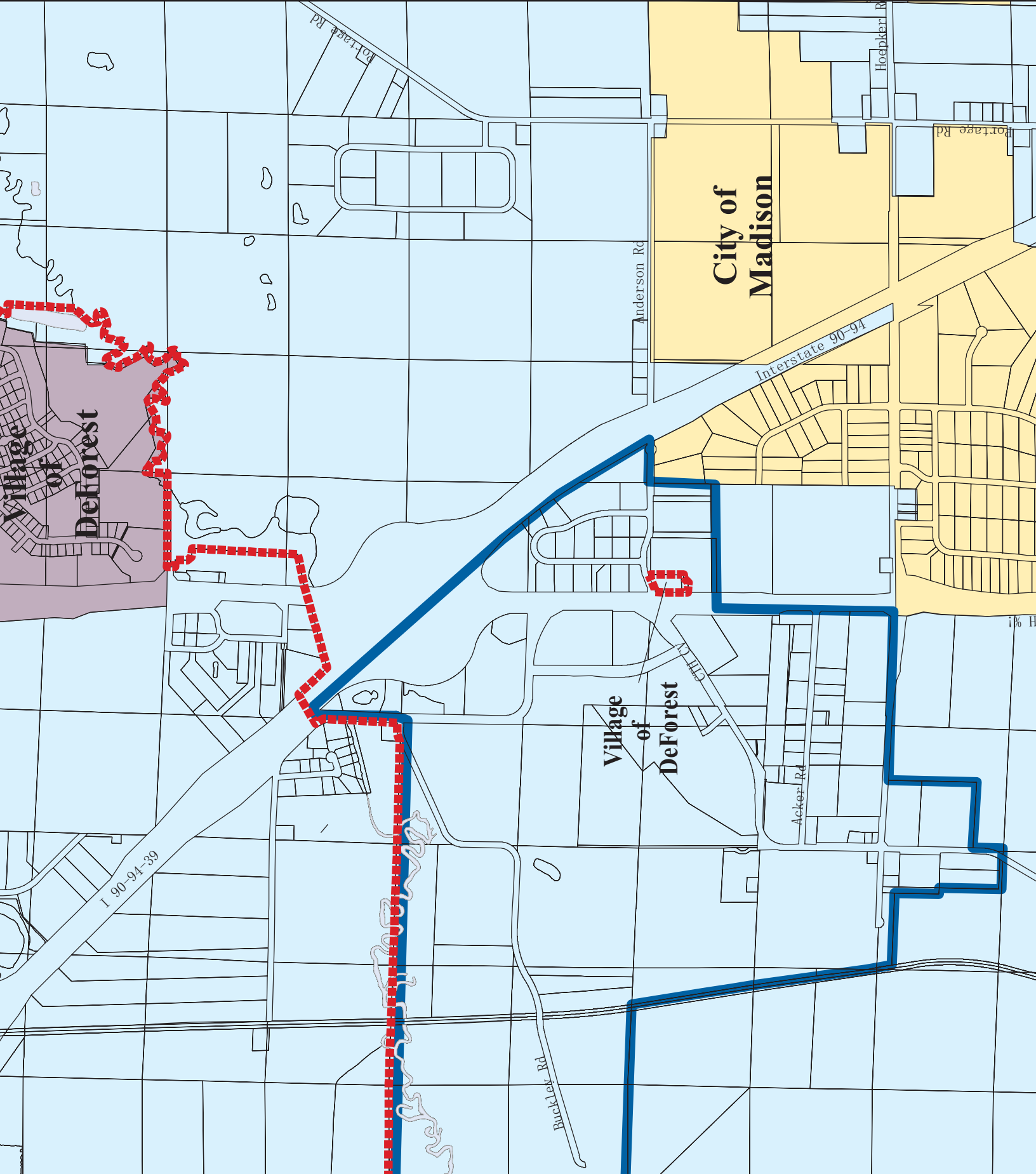


EXHIBIT 6

**DXWSA Service Area within BAA-M where
Sanitary Sewer and Water Service shall be provided by Deforest**



Data Source:
City of Madison I

EXHIBIT 7

Map showing Current Land Use



Data Source:
 City of Madison L
 City of Madison E
 Areas outside of t
 Existing Land
 Recorded Pl

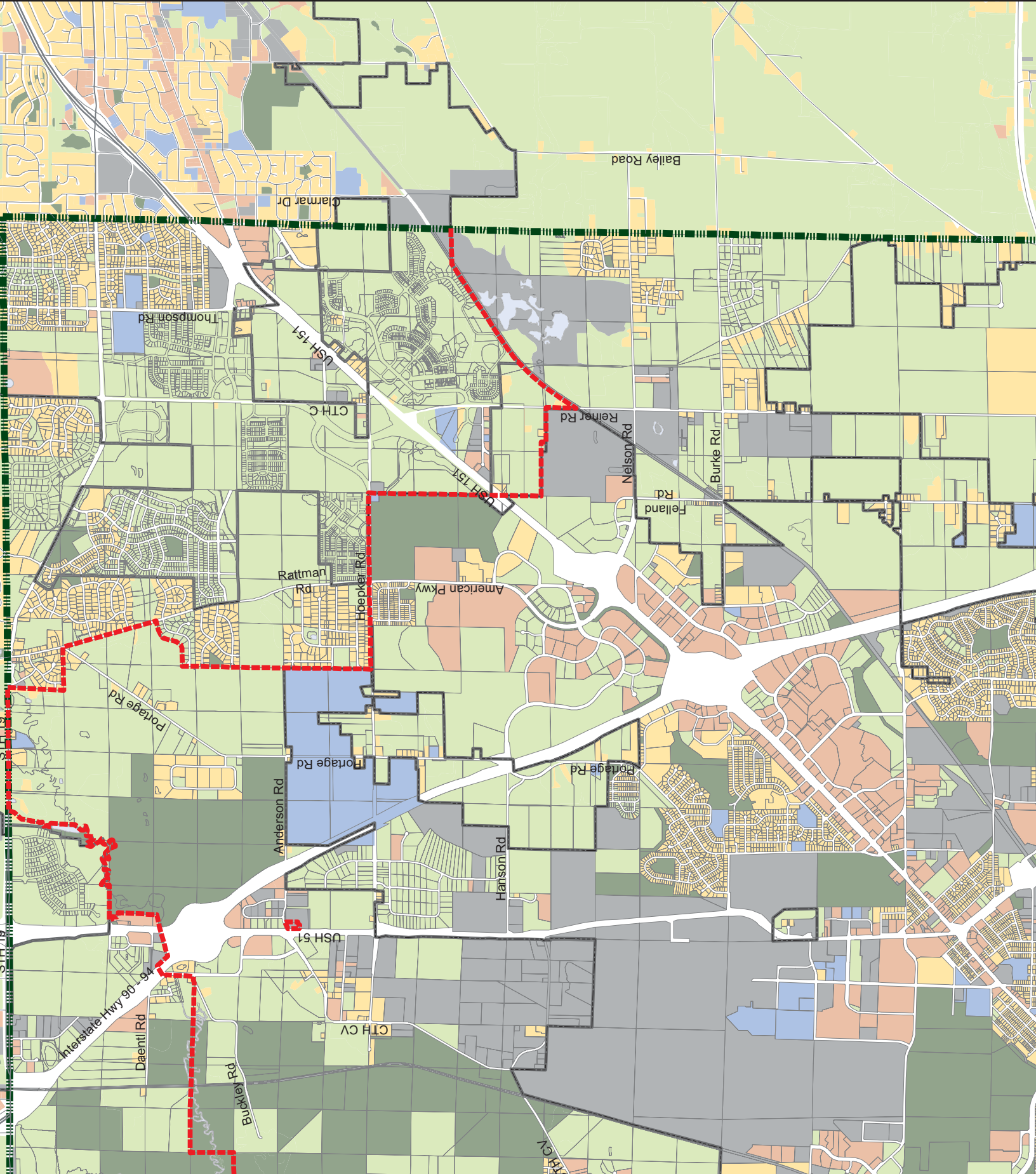


EXHIBIT 8

DeForest/Token Creek Sanitary District Service Agreement

**AGREEMENT FOR PROVISION OF UTILITY SERVICES BETWEEN THE
VILLAGE OF DEFOREST AND THE TOWN OF BURKE**

THIS AGREEMENT is made and entered into this ____ day of June, 2006, by and between the Village of DeForest, a Wisconsin municipal corporation, with its principal place of business located at 306 DeForest Street, DeForest, WI 53532 (hereinafter "Village") and the Town of Burke, a Wisconsin body politic, with its principal place of business located at 5365 Reiner Road Madison, WI 53511 (hereinafter "Town").

WHEREAS, the Village has entered into a contract (hereinafter referred to as the "Merger Agreement") dated December 9, 2005 to acquire all assets and assume the liabilities of, Token Creek Sanitary District; and

WHEREAS, the utility assets being acquired by the Village are located within the Town in Dane County, Wisconsin; and

WHEREAS, the Village intends to operate such utility assets as a public utility (hereinafter "Village's utility") subject to, among other things, approval by the Public Service Commission of Wisconsin; and

WHEREAS, the Village and the Town are adjacent municipalities; and

WHEREAS, the Town desires to have the Village provide retail utility service to the Town's residents, businesses and other utility customers (hereinafter "Town Customers") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Village, upon acquisition of the utility, is desirous of interconnecting and merging utility infrastructure so as to serve Town and Village residents, businesses and other utility customers, upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Village is willing to provide utility service to the Town residents, businesses and other utility customers upon the terms and conditions set forth in this Agreement; and

WHEREAS, §66.0301, Wis. Stats., provides that Wisconsin villages and towns may enter into cooperative agreements for the receipt or furnishing of services.

NOW, THEREFORE, the Village and Town agree as follows:

1. Definitions. When used in this Agreement, the following terms shall have the meanings set forth below:

- a. "*Adequate Utility Service*" means, uninterrupted service of Standard Water Quality in quantities not less than accepted industry standards.
- b. "*MMSD*" means the Madison Metropolitan Sewerage District.
- c. "*PSCW*" means the Public Service Commission of Wisconsin or any successor agency

of the State of Wisconsin vested with regulatory authority over the terms and conditions of municipal public water utility construction and service.

d. "*Standard Water Quality*" means water which meets the standards for quality of public potable water supplies promulgated by federal and state agencies having the authority to establish and enforce such standards, as amended from time to time.

e. "*TCSD*" means Token Creek Sanitary District.

f. "*Town's Service Area*" means the area within the Town where the Village will provide utility services. The "*Town's Service Area*" shall be established by ordinance, which may be amended from time to time, pursuant to section 66.0813(3), Wis. Stats. Any lands in the Town's Service Area which become part of any municipality other than the Town through annexation, incorporation or consolidation shall be automatically removed from the Town's Service Area.

g. "*Utility Extensions*" means new utility mains and all supporting utility facilities that were not in place at the time the Village acquired the utility assets from Token Creek Sanitary District, including but not limited to new sewer and water mains, laterals, lift stations, water towers, wells, booster stations, pumps or over sizing of mains.

h. "*WDNR*" means "Wisconsin Department of Natural Resources or any successor agency of the State of Wisconsin which is vested with regulatory authority over the terms and conditions of municipal public water and/or sanitary sewer construction and service.

2. Term of Agreement. This Agreement shall become effective only if the Village shall close on the acquisition of the TSCD assets consistent with the Merger Agreement. The obligations under this Agreement shall commence immediately upon the Closing as defined in the Merger Agreement. This Agreement shall terminate on the earliest of the following:

- a. Twenty-five (25) years after its effective date;
- b. The date upon which all of the lands included within the Town Service Area have been annexed from the Town to one or more other municipalities;
- c. The date upon which any lands within the Town Service Area are incorporated;
- d. The date upon which all remaining lands within the Town Service Area become part of a new municipality through consolidation of the Town with any other municipality; or
- e. Any date established by mutual agreement between the Town and Village.

3. Effect of Termination. The following provisions shall apply upon termination of this Agreement unless otherwise agreed upon in writing by the parties:

- a. The Village shall continue to serve all existing customers at the time of termination except as follows:

- i. Service to any customer may be discontinued pursuant to any adopted rules relating to disconnection for nonpayment or for violation of other rules of the Village utility.
 - ii. The Village may discontinue service to any customer if similar service to such customer will be provided by another public utility as approved by PSCW.
 - iii. Service to any customer may be discontinued for any other reason if approved by or as authorized under any general regulation promulgated by PSCW .
 - iv. The parties agree to negotiate in good faith for an extension of this Agreement with such modifications as may be requested by either party. Such modifications may include adjustment of the service area in which the Village is obligated to provide future connections.
- b. The Village shall have the right, in its discretion, to allow future connections to existing mains in place at the time of termination.
 - c. The Village shall have the continuing right to serve existing customers located in the Town and shall have the right to maintain, repair, replace and operate its facilities within the Town.
 - d. The rights of the Village as provided in §14 hereof shall continue to the extent reasonably necessary or convenient to serve existing customers, or new customers as permitted by subs. (b) and (c) of this section.

4. Town Service Area. The initial Town Service Area at the commencement of this Agreement shall consist of those areas within the boundaries as shown on the map attached hereto as Exhibit A. The Town's Service Area may be amended only by written agreement between the Town and the Village and with the approval of WPCS if such approval is required by law.

- a. Current TCSD Customers. Within the Town Service Area, the Village shall continue the public water and/or sewer service being provided on the effective date of this Agreement.
- b. Future Customers. The Village further agrees to provide public water and sanitary sewer service to new customers within the Town's Service Area upon the terms and conditions set forth in section 5 of this Agreement. For purposes of this paragraph, "new customers" shall mean the owners or lessees of properties within the Town Service Area who, on the effective date of this Agreement were not receiving any utility service from TCSD, and any customer receiving only public water or sanitary sewer service (but not both) on the effective date hereof, but only to the extent of the

new service requested.

- c. Right to Service. Nothing in this Agreement shall be construed to prohibit the Village from refusing service, or from discontinuing any existing service, to any customer as a result of nonpayment, violation of any ordinance or rule regulating the use of Village utilities, or for any other reason permitted by law, provided that the Village shall not discriminate in the provision of service based on the location of the customer in the Town as opposed to the Village. The Village shall not require any property within the Town Service Area to annex to the Village as a condition of service.

5. Terms and Conditions of New Service. Service to new customers within the Town Service Area shall be provided only upon the following conditions:

- a. Town Board Approval. The Town Board shall approve the application for service and shall request the extension of service by the Village.
- b. Development Agreement. The property owner or the Town shall enter into a development agreement with the Village providing that:
 - i. All infrastructure extensions necessary to serve the property will be provided and paid for by or on behalf of the developer;
 - ii. All costs incurred by the Village in reviewing, approving, inspecting and otherwise providing for the extension will be reimbursed by or on behalf of the developer;
 - iii. All facilities to be constructed or installed and which are connected to, or necessary to provide service through, the Village utility facilities shall be dedicated or otherwise conveyed without charge to the Village upon acceptance thereof by the Village;
 - iv. Provisions for the inspection and testing of all facilities as determined necessary by the Village and appropriate guarantees of the condition of all facilities to be owned by the Village;
 - v. Adequate provisions for deposits, performance bonds or other forms of security approved by the Village assuring that all required payments will be made.
- c. Engineering Approval. All plans and specifications shall be submitted to, and approved by, the Village's engineer for compliance with all Village standards and good engineering practices. The engineer shall also determine that the Village utility system has adequate supply and storage capacity to accommodate the new connection and that the connection of the proposed new customer will not result in any unreasonable burden on the Village utility facilities, cause unreasonable cost or expense to the utility operations, or

result in any diminution in the quality of service then being provided to existing customers of the utility. For purposes of this paragraph, any sanitary sewer extension which would require the construction of a new lift station shall be deemed to result in unreasonable maintenance and/or operational costs to the Village utility and may be rejected unless specifically approved by the Village Board.

d. Compliance with Ordinances and Rules. The extension, connection and use of the service to be provided shall comply with all applicable statutes, ordinances and adopted utility rules enacted by the State or Federal government, or agencies of either, the Village or MMSD. The Village may condition any service on the execution by the property owner of a written agreement to comply with all such ordinances and rules then in effect or thereafter enacted or promulgated.

e. Governmental Approvals. All required approvals shall have been obtained from , WDNR and any other state or federal agency with jurisdiction over the proposed connection or service. Sanitary sewer connections shall be permitted only for lands located within the boundaries of the Village's approved sewer service area (Urban Service Area) and of MMSD.

6. Rates.

a. Service Rates. The Village shall provide service to residents of the Town on the same terms and conditions as such service is provided to Village residents, except as otherwise provided in this Agreement. The Village and Town acknowledge that there is currently a significant disparity between Village and TCSD water utility rates. In order to ameliorate the impacts associated with the disparity, the parties agree to a phase-in of the reduction in rates to the TCSD water utility customers. The initial water service rates to TCSD customers upon acquisition of the TCSD assets by the Village shall be reduced, over a period not to exceed three (3) years; whereafter the rates charged to customers within the Town shall be the same rates charged to Village customers. The rate during the first year following acquisition shall be at least 20% less than the rates in effect upon acquisition.

b. Fire Protection Charges. The parties acknowledge that the TCSD water rates include only 50% of the appropriate charges for water for fire protection. The Town shall continue throughout the term of this Agreement to charge the remaining 50% of the fire protection charges as special charges against properties in the Town Service Area and promptly pay the amounts so collected to the Village.

7. Special Assessments and Charges. In the event the Village Board shall determine to finance the cost of construction, reconstruction, replacement or repair of any of the Village's

utility facilities which serve customers in the Town Service Area through special assessments against the properties specially benefited thereby, the Town shall consent, and hereby does consent, that the Village may levy and collect such special assessments against properties within the Town. The Town shall adopt a resolution pursuant to sec. 66.0707(1), Wis. Stats. approving any such assessments so levied and shall collect the assessments and pay them over to the Village Treasurer as provided in sec. 66.0707(3), Wis. Stats. All such costs to be collected through special assessments shall be allocated among the benefited properties in a reasonable manner as required by law.

8. Impact Fees. The Town acknowledges that the Village has enacted an ordinance pursuant to §66.0617, Wis. Stats. which imposes an impact fee on all new construction involving the installation of a new water service, and all other construction, reconstruction, remodeling or other activity requiring a building permit which involves the installation of a higher capacity water meter, to finance the construction of new and/or expanded water supply and storage facilities to the extent the need therefor is caused by new development. The Town agrees that, throughout the term of this Agreement, it shall impose upon all similar developments or activities within the Town Service Area, an impact fee in the amount that would have been charged to the same customer if the service connection were located within the Village, as provided in DeForest Ordinance 2005-12, a copy of which is attached hereto as Exhibit B. Said impact fee shall be charged to all such development activities occurring on or after the effective date of this Agreement, and all impact fees so collected by the Town shall be promptly paid over to the Village to be held in the segregated account maintained for that purpose by the Village to be used solely for the purposes authorized by law.

9. Billing. The Village shall be responsible for billing all of the customers of the Village's utility, including the retail customers in the Town's Service Area. The Village shall bill the Town Customers for retail water service at the same frequency Village customers are billed for retail water service. The bills for retail water service shall be due and payable and must be received at the offices of the Village within 28 days of the date of mailing of the billing. The Town agrees to assist the Village by adopting appropriate resolutions relating to the collection of any delinquent utility bills or fire protection fees owed to the Village by utility customers in the Town's Service Area, pursuant to §§66.0627 and 66.0707, Wis. Stats.

10. Mandatory Connections. The Town agrees that it will establish and enforce, throughout the term of this Agreement, an ordinance requiring all improved parcels within the Town to be connected to the utility system within twelve (12) months of the date when sewer and water service is made available, on terms, conditions and limitations substantially the same as

provided in §12.01 of the DeForest Municipal Code.

11. Connection Fees and Capital Recovery Costs. The parties agree that the Village's utility may establish a schedule of capital cost recovery charges, subject to approval by PSCW, to be implemented consistently throughout all areas served by the Village's utility.

12. Cross-Connections Prohibited. The Village and Town shall prohibit, by ordinance, anyone from cross-connecting a private well or any facilities owned or operated by any other public or private utility to the Village's utility system.

13. Wellhead Protection. The Town agrees to cooperate with the Village by reasonably restricting land development which would be likely to cause adverse environmental impacts detrimental to the Village's water system or the groundwater supply utilized by that system. Such cooperation shall include restricting or prohibiting certain developments, the use of pesticides, herbicides, industrial chemicals or other hazardous or toxic materials in areas, and other practices in areas surrounding existing or proposed future municipal wells to the extent reasonably necessary to protect the quality of the groundwater supply.

14. Infrastructure in Town Streets and Roads. The Town hereby grants its irrevocable approval for the Village to keep in place all utility infrastructure currently within any roads, streets and highways, and on any other public or private land located within the Town. The Town also grants to the Village permission to place utility Extensions or other infrastructure within the streets, roads and highways located in the Town for the purpose of serving utility customers in the Town, the Village or both. The Town hereby authorizes the Village to operate, maintain and repair utility facilities within the streets, roads and highways located in the Town. The Village agrees to restore Town streets, highways, roads and appurtenances in accordance with standards generally applied by the Town to the construction and maintenance of public utilities in its roadways. The Village and Town agree to coordinate, to the extent possible, the placement of Village infrastructure in the roads, streets and highways located in the Town with the Town's street construction, reconstruction and repairs so as to minimize the disturbance of the roads, streets and highways located in the Town and minimize unnecessary costs to either party.

15. Acquisition of Land for Extension of Utilities Within the Town. If the Town requests that the Village extend the Village's retail utility service through private property located in the Town's Service Area, the Town shall negotiate, acquire and grant all necessary utility easements to the Village in real estate needed for the extension of the Village's utility through the private property. Upon granting the easements to the Village, the Village shall be deemed authorized to construct, place, replace, repair, maintain and operate its utility facilities therein as provided in sec. 14 hereof.

16. Applications for Grants. The Village and Town agree to cooperate in applying for grants to offset the cost of providing utility services to residents of the Town and the Village.

17. Default and Enforcement. If either party is in default in any of its obligations under this Agreement, the non-defaulting party shall issue a notice describing the default and specifying the time in which the default shall be cured. The notice shall give the defaulting party at least thirty (30) days within which to cure the default.

18. Notices. Whenever either party is required to give notice to the other, notice shall be sufficient if it is given in writing and mailed to the other party, by registered or certified mail, return receipt requested, at the following addresses:

To the Village: Village of DeForest
306 DeForest Street
DeForest, WI 53532
Attn: Village Administrator

To the Town: Town of Burke
5365 Reiner Road
Madison, WI 53511
Attention: Town Administrator

19. Cooperative Planning and Village Utility Planning. The Town and the Village recognize that because of the lengthy contiguous border between the municipalities and their intention to share utility services, there is a need for compatible master planning for both municipalities. To that end, the Village adopted Resolution 2003-35 on March 3, 2003, and the Town adopted Resolution 050303 on March 5, 2003, authorizing participation by the two municipalities in the preparation of a cooperative plan pursuant to §66.0307, Wis. Stats. The parties agree to include in their joint planning discussions consideration of the effect of all future development activities within the Town on the ability of the Village to provide efficient and cost-effective utility services as provided in this Agreement, and the environmental impacts that result from the provision of that service.

20. Force Majeure. The Village shall at no time be liable to the Town or its residents for failure to supply utility service when such failure is due to circumstances beyond the reasonable control of the Village. The Village shall have the duty to restore utility service as soon as practicable after such failure occurs. Circumstances beyond the control of the Village include, but are not limited to severe weather, acts of God, strikes, lockouts, acts of public enemies, orders of any state or federal government, riot, insurrection, epidemics, vandalism and accidents.

21. Public Service Commission Approval. This Agreement shall become effective upon Closing of the Merger Agreement, or the approval thereof by PSCW, whichever

occurs later.

22. Severability. If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such a clause, provision or section shall not affect any of the remaining provisions of this Agreement. If any such determination of invalidity is based on the application of the terms of this Agreement to a specific property or circumstance, such determination shall not affect the validity of this Agreement to any other property or circumstance.

23. Amendments. This Agreement may not be amended except by mutual written consent of the parties and the consent of PSCW, when such consent is required by law.

24. Governing Law. This Agreement shall be construed in accordance with and be governed by the laws of the State of Wisconsin.

25. Assignment. Neither party may assign its interest in this Agreement without the express written consent of the other party, provided, however, that the Village may assign its rights and obligations hereunder to any commission, agency or authority created by the Village for the purpose of managing and/or operating its public water and/or sanitary sewer utility services.

26. Beneficiaries. This Agreement is intended to benefit the Village of DeForest and the Town of Burke only. No third party, including any individual resident of either of the parties shall have any right to enforce this Agreement or claim any right hereunder.

27. Other Agreements. This Agreement represents the entire agreement between the parties with respect to the provision of water and sanitary sewer service within the Town upon acquisition by the Village of the TCSD utility system. The parties acknowledge that this Agreement fulfills the intent of, and obligations of the parties under, that certain "Joint Utility Service District Agreement" dated February 5, 2003. The parties further acknowledge and agree that this Agreement will supersede the Limited Utility Service Agreement entered into between the parties effective February 25, 2003. The parties therefore agree that both the Joint Utility Service District Agreement and the Limited Utility Service Agreement shall, immediately upon the effective date hereof, be terminated. The parties further agree that both parties hereto, and TCSD have fulfilled all of their obligations under the aforementioned agreements and that all parties are fully and forever released from any obligation arising therefrom.

28. Neutral Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against

either party because that party's attorney drafted this Agreement or any part hereof.

Dated this _____ day of June , 2006.

VILLAGE OF DEFOREST

By: _____
Jeffrey N. Miller, President

Attest: _____
Lu Ann Leggett, Clerk

APPROVED AS TO FORM:

Allen D. Reuter
Village Attorney

TOWN OF BURKE

By: _____
Kevin Viney, Chairman

Attest: _____
Amy Volkmann, Clerk

APPROVED AS TO FORM:

H. Stanley Riffle
Town Attorney

EXHIBIT 9

TERMS OF MADISON'S ACQUISITION OF BURKE UTILITY DISTRICT #1

WHEREAS, in the mid-1990's, Cherokee Park Incorporated ("CPI") encouraged the Town of Burke ("Burke") to expand the water service capacity of the Burke Utility District #1 (BUD#1) beyond what was reasonably necessary to serve its existing and potential customers, in order to also potentially serve future CPI residential development that CPI said it would build on its property in Burke rather than to annex its property to and develop in the City of Madison ("Madison"); and the BUD#1 incurred substantial debt, including an extraordinary loan from Burke, to construct its current water well and reservoir in reliance upon those CPI representations; and

WHEREAS, CPI has not built and will not build the promised development in Burke that may have helped BUD#1 to finance its water well and reservoir, and the lack of sufficient water customers has caused BUD#1 to have some of the highest water utility rates in the State, and, in addition, to operate at a substantial annual loss that must be subsidized by Burke; and

WHEREAS, even though the only infrastructure assets of BUD#1 that are of value to Madison's Water Utility and Sewer Utility are the water mains and sanitary sewer mains serving existing BUD#1 customers, respectively, both Madison and Burke agree that it would be in the best interests of both local governments and the customers of BUD#1 for Madison to acquire BUD#1 and for the Madison Water Utility ("MWU") and Madison Sewer Utility ("MSU") to assume all BUD#1 operations, management and future financial obligations as soon as possible after this Cooperative Plan receives State approval.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in accordance with the authority granted them under the Wisconsin Statutes, and for their mutual benefit and in the public interest, Burke and Madison agree as follows:

1. The MWU and MSU will jointly manage the BUD#1, effective on April 1, 2007. Operation of BUD#1 by Madison Utilities must be approved by the Wisconsin Public Service Commission ("PSC"), if so required by law.
2. Operating cash of a minimum of \$10,000 shall remain in the BUD#1 and/or be provided by Burke for use by the MWU and MSU. Burke shall not be obligated to continue to subsidize BUD#1 operations with public fire protection and water benefit charges after March 31, 2007. However, Burke shall operate BUD#1 in a fiscally responsible manner through March 31, 2007, such that BUD#1 has no outstanding operational expenses or debt on April 1, 2007, and Burke shall also absorb any and all outstanding general obligation debt retirement entered into for the benefit of the BUD#1, including any loan moneys advanced by Burke to the

BUD#1.

3. The MWU and MSU shall fully absorb all public water and sanitary sewer operations of the BUD#1, as soon as they reasonably can, in the sole discretion of Madison, but not before the State approval of this Cooperative Plan. In the event that the Cooperative Plan is not so approved, the Town will resume operation of BUD#1 upon tender by Madison. Burke and Madison further understand that the PSC will require Burke and/or BUD#1, as the abandoning utility, to comply with the utility abandonment procedures of s. 196.81(1) as codified by Wis. Admin. Code s. PSC 2.11. Burke agrees to timely comply with any such PSC requirements and to make Madison a party to the proceeding(s).
4. BUD#1 water service rates shall not increase above the level approved by the PSC on August 1, 2000, until the BUD#1 water operations are fully absorbed by the MWU, at which time the former BUD#1 customers will pay the same MWU rates as all of its other customers.
5. BUD#1 sanitary sewer service rates shall be determined on the basis of actual cost until the BUD#1 sanitary sewer service operations are fully absorbed by the MSU, at which time the former BUD#1 customers will pay the same MSU rates as all other customers.
6. Burke shall continue to collect all outstanding special assessments for public water and sanitary sewer service infrastructure and pay all such revenues collected to BUD#1 before its operations are fully absorbed by the MWU and MSU, and shall pay all such revenues collected directly to the MWU and MSU, respectively, after BUD#1 operations are fully absorbed by the MWU and MSU. Burke shall provide Madison with a complete schedule of said outstanding special assessments on or before February 1, 2007.
7. The Town shall levy as a tax upon all Town parcels for which utility service was given any delinquent BUD#1 utility service bills and penalty for collection pursuant to applicable Statute, and shall also levy as a tax upon all Town parcels for which utility service was given any delinquent MWU and MSU utility service bills and penalty any after full absorption of public water and sanitary sewer service to parcels in the former BUD#1 for collection pursuant to applicable statute and shall pay all such revenues collected directly to the MWU and MSU, respectively. [Sec. 66.0809, Wis. Stats.]
8. At the time that the MWU and MSU fully absorb all BUD#1 operations, but not before State approval of this Cooperative Plan, Madison shall pay Burke the lump sum of \$423,400 in full payment for all BUD#1 assets and operations, the said sum representing the discounted value at 5% of the current loan from Burke to BUD#1, assuming that this cost could have been eventually recovered from CPI development by the year 2018. The City intends to recover this cost by reimbursement agreement with CPI through imposition of connection charges against CPI development paid upon the issuance of building permits with said costs indexed for inflation.

EXHIBIT 10

DeForest Ordinance 2005-12 (water service impact fee)

ORDINANCE 2005-12

AN ORDINANCE CREATING SECTION 8.05 OF THE DEFOREST MUNICIPAL CODE ESTABLISHING IMPACT FEES FOR WATER UTILITY FACILITIES.

WHEREAS, the Village Board finds that land development within the Village of DeForest is creating the need for additional public facilities; and

WHEREAS, the Village Board has determined that it is reasonable and appropriate that the cost of providing new and expanded water utility facilities necessary to serve new developments be borne by the developments that create the need; and

WHEREAS, the Village Board desires to finance a portion of the cost of such new and expanded water utility facilities through the imposition of impact fees; and

WHEREAS, §66.0617 of the Wisconsin Statutes authorizes the Village to impose impact fees for the capital cost of new and expanded public facilities to the extent the need therefor is created by new developments; and

WHEREAS, in accordance with §66.0617(4) of the Wisconsin Statutes, the Village has prepared a needs assessment which includes:

1. An inventory of existing public water utility facilities, including the identification of any existing deficiencies in the quality and quantity of those public facilities for which it is anticipated that an impact fee may be imposed.
2. The identification of the new public water utility facilities, or improvements or expansions of existing facilities, that will be required because of land development.
3. A detailed estimate of the capital costs of providing the new public water utility facilities or the improvements or expansions in the existing water utility facilities; and

WHEREAS, as provided by §66.0617(4)(b) of the Wisconsin Statutes, said needs assessment has been made available for public inspection and copying at the DeForest Municipal Building since February 15, 2005; and

WHEREAS, in accordance with §66.0617 of the Wisconsin Statutes a class one notice under Chapter 985 was published in the DeForest Times-Tribune on March 31, 2005 providing notice of a public hearing on this ordinance which was held on April 18, 2005;

NOW, THEREFORE, the Village Board of DeForest, Wisconsin does ordain as follows:

Section 1. Section 8.05 of the DeForest Municipal Code is hereby created as follows:

8.05 IMPACT FEES FOR WATER UTILITY FACILITIES. (1) PURPOSE. The purpose of this section is to establish the mechanism for the imposition of impact fees upon new development to finance the capital costs of acquiring, establishing, upgrading, expanding, and constructing public water utility facilities which are necessary to accommodate land development. This section is intended to assure that new development bears an appropriate share of the cost of

capital expenditures necessary to provide public facilities within the Village of DeForest and its service areas as they are required to serve the needs arising out of land development.

(2) DEFINITIONS. As used in this section:

(a) "Capital costs" means the capital costs to construct, expand or improve Public Facilities as defined in par. (f), including the cost of land, and including legal, engineering and design costs to construct, expand or improve public facilities, except that not more than 10% of capital costs may consist of legal, engineering and design costs unless such costs relate directly to the public improvement for which the impact fees imposed actually exceed 10% of the capital costs.

(b) "Developer" means any person or entity who applies for a building permit for purposes of Development as defined in par. (c).

(c) "Development" means any man made change to improved or unimproved real property, any change in the use of any structure or land, or any other activity if such change or other activity requires or involves a new connection to the Village Water Utility system or the replacement of an existing water meter with a higher capacity meter.

(d) "Impact Fee" means the fee imposed pursuant to this section.

(e) "Needs Assessment" means the report of the evaluation of the Village's anticipated needs for new and/or expanded public water utility facilities caused by new Development. The report, entitled "Village of DeForest Report on Impact Fees," prepared by Virchow Krause & Co. LLP dated February 15, 2005, is on file in the office of the Village Clerk.

(f) "Public facilities" means facilities for the supply and storage of water as identified in the Needs Assessment. Public Facilities shall not include any part of the water distribution system other than the storage and supply facilities for which the Impact Fee under this section is calculated as set forth in the Needs Assessment.

(g) "Village" means the Village of DeForest.

(3) IMPOSITION OF FEES. (a) Impact Fee Imposed. Impact Fees under this section are hereby imposed on all residential and nonresidential Development.

(b) Basis for Impact Fee Calculation. The Impact Fees imposed by this section are established based on the impact fee report titled "Village of DeForest, DeForest Wisconsin, Report on Water Impact Fees" prepared by Virchow Krause & Company, LLP dated Feb. 15, 2005. The amount of the Impact Fees established hereby shall be reviewed by the Village Board periodically provided, however, that the fees shall not be increased unless a new needs assessment is prepared which establishes a basis for the increased fees.

(c) Amount of Impact Fees. Impact Fees imposed under this section shall be determined based on the size of each water meter to be installed to serve the Development. In the event an existing water meter is to be replaced with a higher capacity meter, the Impact Fee shall be limited to the amount by which the fee that would be imposed on a new connection with the higher capacity meter exceeds the charge that would apply to the replaced meter. Impact Fees shall be determined as follows:

| Meter Size | Impact Fee |
|-------------------|-------------------|
| 5/8" or 3/4" | \$700 |
| 1" | \$1,750 |
| 1¼" | \$2,625 |
| 1½" | \$3,500 |
| 2" | \$5,600 |
| 3" | \$10,500 |
| 4" | \$17,500 |
| 6" | \$35,000 |

(c) Fee Credits. The fees imposed by this section shall be reduced to compensate the Developer for other capital costs imposed by the Village in connection with the Development to provide or pay for Public Facilities, including special assessments, special charges, land dedications or fees in lieu of land dedications. Such credits shall be given only for such costs, fees or dedications required by the Village and which relate to the new Public Facilities for which the fees under this section are imposed.

(4) **PAYMENT OF IMPACT FEES**. All required Impact Fees shall be paid in full by the Developer prior to issuance of a building permit for any Development. No building permit shall be issued unless the Impact Fee imposed by this section is paid.

(5) **IMPACT FEE REVENUE ADMINISTRATION**. (a) Accounting. Revenues from Impact Fees collected pursuant to this section shall be placed in one or more segregated, interest-bearing accounts and shall be accounted for separately from other Village general and utility funds. Impact Fee revenues and interest earned thereon may be expended only for the capital costs for which the Impact Fees were imposed.

(b) Refunds. Impact Fee revenues imposed and collected but not used within twenty (20) years after collection to pay the capital costs for which they were imposed shall be refunded on a prorated proportional basis, as determined by the Village Board, to the then current record owner or owners of the property with respect to which the Impact Fees were imposed.

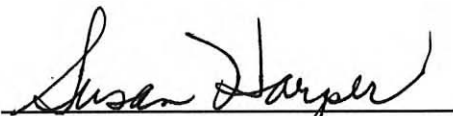
(6) USE OF IMPACT FEES. Impact Fees collected under this section shall be used solely for the purpose of paying the proportionate costs of providing public facilities that may become necessary due to Development. These costs may include the costs of debt service on bonds or similar debt instruments when the debt has been incurred for the purpose of proceeding with designated public facilities projects prior to the collection of all anticipated Impact Fees for that project, to reimburse the Village for advances of other funds or reserves, and such other purposes consistent with §66.0617, Wis. Stats. as approved by the Village Board.

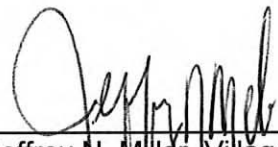
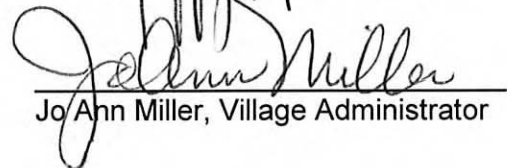
(7) APPEALS. The payment of an Impact Fee imposed under this section may be contested as to the amount, collection or use of the Impact Fee to the Village Board, provided that the applicant files a written notice of appeal with the Village Clerk within thirty (30) days of the decision being appealed. Such notice of appeal shall be entitled "Notice of Appeal of Impact Fee" and shall state the applicant's name, address, telephone number, address (if available) and legal description of the land upon which the Development for which the Impact Fee is imposed is located, and a statement of the nature of and reasons for the appeal. The Village Clerk shall schedule the appeal for consideration by the Village Board at a regular meeting as soon as reasonably practicable under the circumstances and shall notify the applicant of the time, date and place of such meeting in writing by regular mail, deposited in the mail no later than ten (10) days before the date of such meeting. Upon review of such appeal, the Village Board may adjust the amount, collection or use of the Impact Fee upon just and reasonable cause shown.

(8) SEVERABILITY. If any section, phrase, sentence, or portion of this section is for any reason determined invalid or unenforceable by any court of competent jurisdiction, such portions shall be deemed separate, distinct, and independent provisions, and such determination shall not affect the validity of the remaining portions hereof. If this section, or any provision herein, is determined to be invalid or unenforceable as to any individual property or set of circumstances, such determination shall not affect the applicability thereof to any other property or circumstances.

Section 2. This ordinance shall take effect upon its enactment.

Enacted at a regular Village Board meeting this 18th day of April, 2005.

Attest: 
Susan Harper, Village Clerk


Jeffrey N. Miller, Village President

Jo Ann Miller, Village Administrator

Date Enacted: April 18, 2005 Vote: 7-0

EXHIBIT 11

Modification to the Madison-Sun Prairie Community Separation Agreements

A. Modifications to the Defined Permanent Open Space Areas

The Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan modifies and supersedes the permanent open space provisions of the existing City of Madison-City of Sun Prairie Intergovernmental Agreement Regarding Community Separation, executed in 1991 and modified in 1993, and 1995, as illustrated in **Exhibit 12** and described further below:

1. North of U. S. Highway 151

- a. A substantial landscaped buffer zone shall be established and maintained along the north frontage of USH 151 between the American Parkway/Nelson Road interchange and the CTH C/Reiner Road interchange. The buffer zone shall be a minimum of 300 feet in depth measured from the near edge of the USH 151 right-of-way, and shall be preserved from development where no development is now present and be ultimately restored where development is now present.

The buffer zone is specifically intended to provide a natural undeveloped appearance along the highway frontage, and no development, signage or other urban improvements shall be permitted, other than a single community welcome sign for the City of Madison consistent with the character and intent of the zone, stormwater management facilities, and access roads thoroughly screened by landscaped berms from the highway. The entire area of the frontage buffer zone shall be planted with a mixture of native plant materials that include large deciduous and coniferous trees, appropriate understory shrubs and groundcovers to create and maintain a natural appearance. Where development is located adjacent to the buffer zone, the plantings are intended to screen the development visually from USH 151 travelers. Additional berming within the buffer zone may be appropriate as needed to help to screen development on lands to the north.

Madison and Sun Prairie agree to require fee dedication and/or easements and other implementation measures in an effort to secure the permanent preservation of this USH 151 buffer zone as part of development approvals within their respective jurisdictions.

The landscaped buffer zone is intended to be permanent open space extending beyond the term of this Cooperative Plan.

- b. A continuous permanent open space area is recommended north of USH 151, within Section 14 (T8N R10E) and extending generally between USH 151 and

Hoepker Road. The recommended minimum width of this open space area is 2,000 feet, as illustrated conceptually in **Exhibit 12**, but the area may be wider or narrower at specific locations. This open space area has been acquired by Madison as part of its commitment to implement the 1991 City of Madison-City of Sun Prairie Intergovernmental Agreement Regarding Community Separation, as modified in 1993 and 1995; but no plans have been prepared for its ultimate use at this time. Recognizing that other elements of the 1991 Intergovernmental Agreement regarding establishment of a wide, continuous open space corridor extending north of Hoepker Road toward Token Creek have not been, and will not be, implemented, it is mutually agreed by the parties that the boundaries of this recommended open space area may be modified by Madison through further more-detailed planning, and that portions of the current open space area within the City of Madison may instead be developed with more intensive uses at some future time, provided that such development is compatible with uses in the balance of the open space area.

- c. Madison, Sun Prairie and Burke shall work cooperatively to establish multi-use bicycle/pedestrian paths or trails within the designated open space area north of USH 151 as needed to connect with other existing or proposed future trail connections north and west to Token Creek County Park and Cherokee Marsh and south and east to existing and proposed future trail connections south of USH 151. The location of the trail linkages will be determined through cooperative planning by Madison, Sun Prairie, Burke and Dane County.
2. South of U. S. Highway 151
 - a. A substantial landscaped buffer zone shall be established and maintained along the south frontage of USH 151 between the American Parkway/Nelson Road interchange and the CTH C/Reiner Road interchange. The buffer zone shall be preserved from development where no development is now present and be ultimately restored where development is now present. The buffer zone is specifically intended to provide a natural, undeveloped appearance along the highway frontage, and to visually screen adjacent development to the east from USH 151 travelers.

Between the American Parkway/Nelson Road interchange and the south boundary of the Capital Avenue plat, the buffer zone shall be a minimum of 300 feet in depth measured from the near edge of the USH 151 right-of-way. No changes are made to the open space provisions in the existing Landfill/Ancillary Facilities Agreement that apply to the landscaped buffer zone along the USH 151 frontage of the Waste Management property. From a point on the south boundary of the Capital Avenue plat 300 feet from the near edge of the USH 151 right-of-way, the buffer zone shall narrow following a straight line extending generally northeasterly to the point where the west line

of the east one-half of the NE quarter of Section 14 of T8N-R10E intersects the east boundary of the USH 151 right-of-way, as illustrated in **Exhibit 12**. The current buffer zone along the USH 151 frontage of the Capital Avenue plat is only 50 feet, but at such future time as properties within the Capital Avenue plat may be re-subdivided and/or redeveloped in combination with other parcels with different or expanded uses, the parties agree that the expanded buffer zone as shown in **Exhibit 12** shall be implemented to the extent feasible, including potential implementation as a condition of development approvals.

The buffer zone is specifically intended to provide a natural undeveloped appearance along the USH 151 frontage, and no development, signage or other urban improvements shall be permitted, other than a single community welcome sign for the City of Sun Prairie consistent with the character and intent of the zone. The entire area of the frontage buffer zone shall be planted with a mixture of native plant materials that include large deciduous and coniferous trees, appropriate understory shrubs and groundcovers to create and maintain a natural appearance. Where development is located adjacent to the buffer zone, the plantings are intended to screen the development visually from USH 151 travelers. Additional berming within the buffer zone may be appropriate as needed to help to screen development on lands to the south.

Madison and Sun Prairie agree to require fee dedication and/or easements and other implementation measures in an effort to secure the permanent preservation of this USH 151 buffer zone as part of development approvals within their respective jurisdictions.

The landscaped buffer zone is intended to be permanent open space extending beyond the term of this Cooperative Plan.

- b. On the Waste Management property, no changes are made to the provisions in the 1993 Landfill/Ancillary Facilities Agreement by and among Browning-Ferris Industries of Wisconsin, Inc. (now Waste Management, Inc.), the City of Madison, the City of Sun Prairie and Dane County regarding land uses and open space preservation. This agreement provides that development uses on the property now owned by Waste Management are limited to an integrated solid waste facility consisting of 1) a special waste landfill, 2) a hauling company, 3) a materials recovery facility, and 4) a transfer station, which activities are specifically confined to identified locations within the property by the terms of the agreement. The agreement also provides that the use of the balance of the property, as well as the final use of the landfill portion of the property after closure of the landfill, shall be limited to open space and conservancy uses approved by Madison, Sun Prairie, and Dane County except for necessary landfill monitoring and maintenance activities. The Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan modifies this provision to specify that Sun Prairie will cede

its approval of future open space and conservancy uses on the Waste Management property to Madison.

- c. A permanent open space area is recommended in an irregularly shaped area located adjacent to and east of the USH 151 landscaped buffer zone described in Section A.2.a. between the current east boundary of the Waste Management property and the south boundary of the Capital Avenue plat, as illustrated in **Exhibit 12**. Land uses within this area shall be permanent open space uses as defined in Chapter 5 of the 1990 City of Madison Peripheral Area Development Plan and consistent with the general objective of maintaining a visual sense of non-developed open space along this segment of the USH 151 corridor.
- d. The recommended continuous community separation open space corridor that includes the permanent open space area north of USH 151 described in Section A.1.b., and the open space uses on the Waste Management property described in Section A.2.b., is extended eastward to encompass additional lands east of Reiner Road, as illustrated in **Exhibit 12** and described further below:
 - i. A permanent open space area is recommended east of Reiner Road beginning at the southwest corner of the First Addition to Smith's Crossing subdivision plat in the City of Sun Prairie; thence east and southeasterly to the Canadian Pacific railroad right-of-way; thence northeasterly following the railroad right-of-way to the east boundary of the Town of Burke (T8N-R10E); thence south following the Town line to a point approximately 2,000 feet north of the centerline of Nelson Road; thence west and southwesterly to encompass the large wooded hill located northeast of the Nelson Road/Reiner Road intersection; thence northwesterly to a point on Reiner Road approximately 1,500 feet north of the centerline of Nelson Road. The boundary of the recommended permanent open space area is illustrated conceptually in **Exhibit 12**.

The recommended minimum width of this permanent open space corridor is 2,000 feet, but the corridor may be wider or narrower depending on the locations of specific open space features and/or lands with development constraints. Detailed Madison land use and open space plans will establish the exact boundaries of the open space areas to be preserved, the uses allowed on any recommended development areas adjacent to or within open space preservation areas, and the specific methods for ensuring long-term protection of the most desirable open space lands.

It is expressly intended that the wooded hill and steep slopes located east of Reiner Road be maintained in an essentially natural state, free not only

from urban development, but from intensive recreational uses that would alter its visual character.

- ii. Land uses within the future permanent open space areas shall be consistent with permanent open space uses as defined in Chapter 5 of the 1990 City of Madison Peripheral Area Development Plan. This provision is not intended to prohibit the expansion, reconfiguration or reconstruction of existing residential properties located within the recommended open space areas.
- iii. Madison, Sun Prairie and Burke shall each have the opportunity to comment on all proposed land uses within the permanent open space area prior to consideration by the municipality with development approval jurisdiction.
- e. Madison, Sun Prairie and Burke shall work cooperatively to establish multi-use bicycle/pedestrian paths or trails within the designated open space area south of USH 151 as needed to connect with other existing or proposed regional trail connections north of USH 151, east toward Sun Prairie, and south toward Madison and proposed recreational trail connections extending along the Door Creek corridor and south to Lake Kegonsa. The location of the trail linkages will be determined through cooperative planning by Madison, Sun Prairie, Burke and Dane County.

B. Modifications to the Defined Development Areas

The Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan modifies and supersedes the development area provisions of the existing City of Madison-City of Sun Prairie Intergovernmental Agreement Regarding Community Separation, executed in 1991 and modified in 1993, and 1995, as illustrated in **Exhibit 12** and described further below:

1. North of U. S. Highway 151

- a. Provisions limiting the allowed land uses that may be established within the defined Sun Prairie Future Development Area located west of relocated CTH C and south of the former Hoepker Road right-of-way are hereby null and void, and the allowed types of development shall be established by Sun Prairie land use plans.

Notwithstanding the preceding provision, Sun Prairie agrees that any development on lands adjacent to the defined permanent open space area shall be of high quality design, that building facades facing the open space shall incorporate materials and design similar to the other facades, and that any building loading and service areas, outdoor storage or parking areas shall include substantial landscape screening that will effectively reduce their

visibility from the open space area. It is further agreed that lighting and signage within the development area shall seek to minimize any visual impacts on the adjacent open space area, including use of downcast and shielded lighting fixtures and other appropriate methods. In no case shall signage other than that is not consistent with Sun Prairie standards be placed where it will be substantially visible from within the open space area.

Madison and Burke shall have the opportunity to comment on all land use plan amendments and proposed developments within the Sun Prairie Future Development Area prior to consideration of the proposal.

- b. As described in Section A.1.b., above, a portion of the recommended open space area north of USH 151 currently owned by, and within, the City of Madison may instead be developed with more intensive uses at some future time, provided that such development is compatible with uses in the balance of the open space area. Madison agrees that any development on lands adjacent to the defined permanent open space area shall be of high quality design, that building facades facing the open space shall incorporate materials and design similar to the other facades, and that any building, loading and service areas, outdoor storage, or parking areas shall include substantial landscape screening that will effectively reduce their visibility from the open space area. It is further agreed that lighting and signage within the development area shall seek to minimize visual impacts on the adjacent open space area, including use of downcast and shielded lighting fixtures and other appropriate methods. In no case shall signage that is not consistent with Madison standards be placed where it will be substantially visible from within the open space area.

Specific boundaries and allowed types of development within a future development area, in the event that one is created at a future time, shall be established by Madison land use plans.

Sun Prairie and Burke shall each have the opportunity to comment on all land use plan amendments or proposed developments establishing or within a future Madison development area north of USH 151 prior to consideration of the proposal.

2. South of USH 151

- a. A General Development Area is established north of the current Waste Management property, south of the Capital Avenue plat, and east of the USH 151 landscaped buffer zone and recommended permanent open space area described in Sections A.2.a. and A.2.c., as illustrated in **Exhibit 12**.

Within the General Development Area, the allowed types of development shall be established by Sun Prairie land use plans. Lighting within the General Development Area shall seek to minimize any visual impacts on the adjacent landscaped buffer zone and open space areas, including use of downcast and shielded lighting fixtures and other appropriate methods; and signage that is not consistent with Sun Prairie standards shall not be placed where it will be substantially visible from the USH 151 corridor.

- b. Madison, Sun Prairie and Burke shall each have the opportunity to comment on all land use plan amendments or proposed developments within the General Development Area prior to consideration of the proposal by the municipality with development approval jurisdiction.

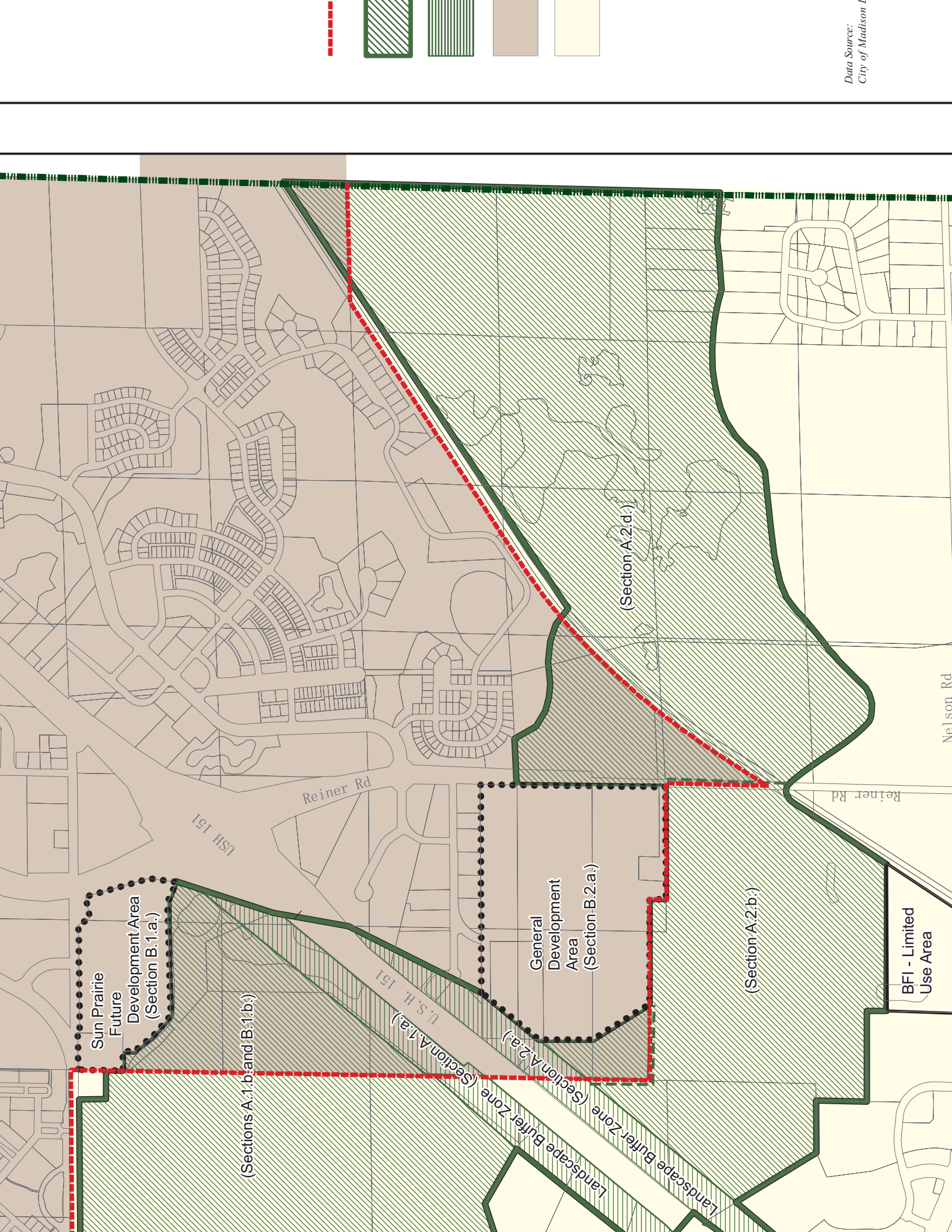
C. Modifications to the Ultimate Jurisdictional Boundaries

The Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan modifies and supersedes the ultimate jurisdictional boundaries provisions of the existing City of Madison-City of Sun Prairie Intergovernmental Agreement Regarding Community Separation.

1. The ultimate jurisdictional boundary between the City of Madison and the City of Sun Prairie is established by the Boundary Adjustment Area Plans defined in the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan, as illustrated in **Exhibit 2** and **Exhibit 3**.
2. Article 4.b. of the revision to the Madison-Sun Prairie Intergovernmental Agreement Regarding Community Separation executed on March 3, 1993, which provides for the future detachment of a portion of the current Waste Management landfill property from the City of Madison and its attachment to the City of Sun Prairie at the request of the City of Sun Prairie, is hereby null and void.

Exhibit 12

**Madison-Sun Prairie Community
Separation Agreement Area**



Sun Prairie
Future
Development Area
(Section B.1.a.)

(Sections A.1.b and B.1.b.)

Reiner Rd

U.S.H. 151

U.S.H. 151

General
Development
Area
(Section B.2.a.)

Landscape Buffer Zone (Section A.1.a.)

Landscape Buffer Zone (Section A.2.a.)

(Section A.2.d.)

(Section A.2.b.)

Reiner Rd

Nelson Rd

BFI - Limited
Use Area

Exhibit 13

Burke/Sun Prairie Revenue Sharing Area

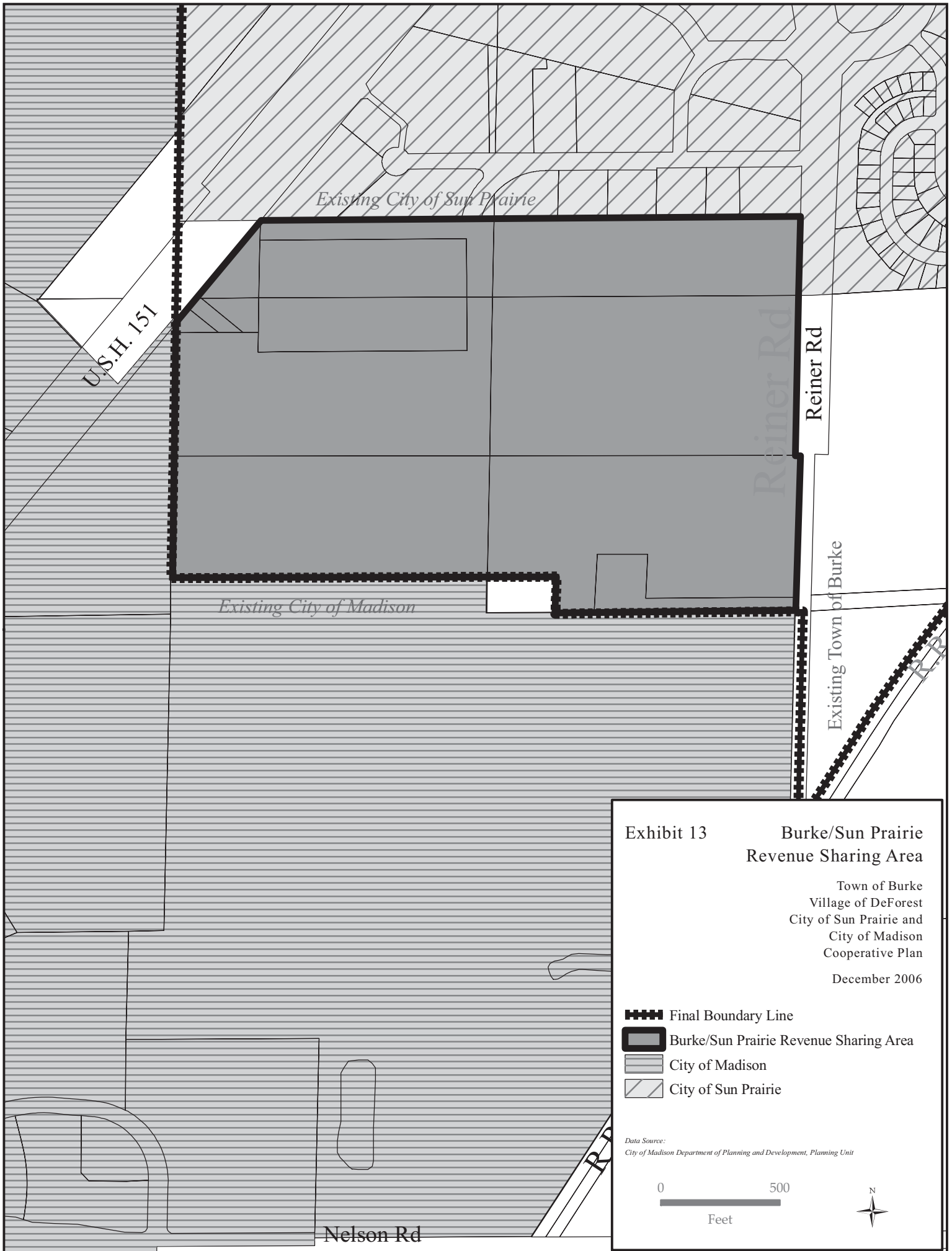






Exhibit 13 **Burke/Sun Prairie Revenue Sharing Area**

Town of Burke
 Village of DeForest
 City of Sun Prairie and
 City of Madison
 Cooperative Plan


December 2006

-  Final Boundary Line
-  Burke/Sun Prairie Revenue Sharing Area
-  City of Madison
-  City of Sun Prairie

Data Source:
 City of Madison Department of Planning and Development, Planning Unit

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**CITY OF MADISON
OFFICE OF THE CITY ATTORNEY
Room 401, CCB
266-4511**

Date: December 20, 2006

MEMORANDUM

TO: Mayor Cieslewicz and Members of the Common Council

FROM: James M. Voss, Assistant City Attorney
Katherine C. Noonan, Assistant City Attorney
Bradley J. Murphy, Planning Unit Director
Michael Waidelich, Principal Planner

RE: Public Comment Report on proposed Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan

On August 10, 2006, the four participating municipal parties held a joint public hearing at the Town of Burke Town Hall on the proposed Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan. The proceedings of the joint public hearing were recorded by Madison City Channel 12 and can be viewed as streaming video at <http://www.mcc12.tv/streaming.html#streamspecial>. The hearing proceedings were also transcribed and the transcript is attached hereto. There were 18 speakers out of a total of 29 individual registrations. Jim Voss and Michael Waidelich attended the joint public hearing on behalf of the City of Madison ("Madison").

Additionally, written comments on the proposed Plan were submitted to the four respective municipal clerks in the 21 day period following the public hearing. There were also a few e-mails and other written communications submitted to the parties prior to the statutory public hearing and comment period. All of these written comments are also attached hereto for reference, and collectively considered in this report. Section 66.0307(4)(c), Wis. Stats. requires all comments to be considered by each participating municipality. This report is a joint staff effort that organizes the comments into separate topic or subject areas, reviews the substance of the comments, and reports how the various comments have been considered by the negotiating teams of the four participating municipalities, and what revisions, if any, have been made to the proposed Plan in response to the respective comments.

PUBLIC COMMENT BY TOPIC

All of the public comments on the Plan were from Town of Burke ("Burke") property owners or their representatives. The comments fall into similar primary subject areas, including:

- Burke residential property owners requesting that the negotiated Plan Boundary Line be moved so their residential parcels will eventually be attached to either the City of Sun Prairie (“Sun Prairie”) or Village of DeForest (“DeForest”), not Madison.
- Burke residents requesting that the length of the Protected Period be increased so the Town would not be dissolved in October, 2025, as negotiated.
- Burke residents requesting that the Early Termination option for the Town to unilaterally vote to shorten the term of the Protected Period and dissolve prior to October, 2025, be eliminated from the Plan.
- Burke property owner concerns about Madison special assessments for public improvements.
- Burke vacant or developable property owners or their representatives requesting that all or portions of their respective properties be removed from permanent open space designation between Sun Prairie and Madison, or that certain development be allowed which they believe is not permitted by the Plan.

BOUNDARY LINE AND LENGTH OF PROTECTED PERIOD

The most frequent public comment on the proposed Plan was from Burke residential property owners who did not wish to be attached to Madison. Owners of approximately 100 Burke residential parcels (approximately 90 of which signed petitions), located principally in the Broken Bow subdivision just north of Nelson Road, the Sunnyburke-Rising Sun-Breeze area just south of Nelson Road, and the Conservancy Estates subdivision south of Burke Road, but also parcels as far north as Portage Road at its intersection with Rattmann Road, and even as far south as County Hwy.T, requested that they be attached to Sun Prairie at the end of the Protected Period, and not to Madison. Owners of 21 Burke residential and commercial parcels along Buckley Road, Hoepker Road and County Hwy. CV down to its intersection with Wheeler Road, requested that they be attached to the DeForest, rather than Madison.

Multiple additional comments were also received from some of these same Burke residents requesting that the Protected Period be extended from 19 to 20, 25, or 30 years. Some others wanted the Early Termination of Protected Period option completely eliminated, such that the Town Board could not vote to dissolve early without a referendum of the voters, or even at all, such that the length of the Protected Period would be fixed and could only be shortened by subsequent revision of the Plan. Essentially, all of these owners, expressed a desire to remain in Burke for as long as reasonably possible.

The negotiated Boundary Line is arguably the most important element of the proposed Plan to Madison. It fixes Madison’s permanent boundary with DeForest and Sun Prairie

within the existing Burke territory and sets the stage for an extension of the Madison-Sun Prairie boundary within the Town of Sun Prairie, located immediately east of Burke. On the DeForest side, the Boundary Line generally follows the location of Token Creek and results in most of the territory south Token Creek and south of the intersection of U.S. Hwy. 51 and Interstate 39-90-94 becoming part of Madison and the territory north of the intersection becoming part of DeForest. Madison and DeForest have agreed to parts of the territory that is to be attached to Madison being served by DeForest municipal water, as DeForest has taken over the former Token Creek Sanitary District that is currently serving some of that Burke territory. DeForest and Madison continue to believe that Token Creek is an excellent natural community separation feature and that the service agreement mentioned above, together with an extension of the Protected Period, make it unnecessary to change the negotiated Madison-DeForest portion of the Boundary Line.

In the Nelson Road area along the eastern edge of Burke, the proposed Boundary Line was essentially a logical extension of the existing intergovernmental open space/community separation and boundary agreement between the Sun Prairie and Madison. That agreement was negotiated and signed over 15 years ago, and Madison has relied upon its terms: a) in acquiring over 200 acres of open space at a considerable investment of public funds, and an agreement with the Mad-Prairie Landfill owners for development approvals on nearly 200 additional acres which will provide open space buffers along U.S. Hwy 151; b) in planning for the growth of the City in its adopted Nelson and Felland Neighborhood plans, its Comprehensive Plan and Peripheral Area Development Plan; and c) in implementing these adopted Madison Plans by acquiring property for and constructing Fire Station No. 11 at Morgan Way on Nelson Road, an existing Madison Water Utility pumping station on High Crossing Blvd, Water Tower #315 at 3518 Cross Hill Drive, a planned future well and storage tower in the Bailey/Burke Road area, and other public utility and facility infrastructure which is designed to serve the Nelson Road area east to the Burke town line and beyond. Consequently, with the many millions of dollars of public funds already expended and/or planned for near future investment to serve this area and the continued logic of maintaining a community separation area between the two cities, it makes no sense whatsoever for Madison to agree to allow it to be attached to Sun Prairie. In fact, Madison and Sun Prairie have subsequently agreed to move the Boundary Line in this area slightly further to the north along the railroad tracks, in order to avoid splitting some of the mixed development and open space lands south of the tracks into two jurisdictions.

Many of the Nelson Road area Burke residential property owners requesting to be attached to Sun Prairie claim that, in buying or building their respective homes, Burke and/or Sun Prairie representatives or documents led them to conclude that their properties would be annexed or attached to Sun Prairie in the event that Burke were to no longer exist. Examination of the City of Sun Prairie Master Plan 2020 Land Use Plan shows the subject area to be located in an area designated as "Rural Area." It further appears that some Burke residents may have mistakenly relied upon a map showing Sun Prairie's extraterritorial jurisdiction as including the subject area, and incorrectly

assumed that all of this extraterritorial jurisdiction area would eventually become annexed to Sun Prairie.

Evidently, none of these Burke property owners relied upon any adopted Madison plans for the area. Although we have no way of knowing what representations may have been made to these owners about annexation of their neighborhoods to either Sun Prairie or Madison, we are not aware that any of them bothered to inquire with Madison officials about Madison's plans, or to question that none of the other municipalities have authority to unilaterally limit or determine Madison's future boundary or growth.

Nevertheless, in an effort to reach an acceptable compromise that will allow the proposed Plan to move forward, the negotiating teams of each of the four municipal parties have agreed to recommend that the protected period be extended for an additional 11 years, until October 27, 2036. This 30 year protected period affords all Burke property owners an opportunity to remain in Burke, under the status quo, for a period that is far longer than the average length of home ownership in one location and its turnover to a new generation of owners. Coupled with this significant extension of the Protected Period and consistent requests from several residents, Burke has requested, and the other three parties have agreed, to eliminate the provision for Early Termination of Protected Period. Although this early termination option was only inserted for the benefit of the Town, its elimination does present some concern to the incorporated parties that the Town remain viable for the duration of the longer Protected Period, and continue to carry out its governmental responsibilities, particular in the maintenance of its roads, parks and other public facilities and services. In addition to the revenue sharing provided in the Plan and the assumption of public utility facilities by DeForest (Token Creek Sanitary District) and Madison (Burke Utility District #1) that will help the Town to remain fiscally sound, to further address this concern, additional language has been added to Section 5.C. of the Plan that describes Burke's fiscal responsibilities for the Protected Period.

The four parties are aware that the extension of the Protected Period from 19 to 30 years will probably not satisfy all of the Burke residential property owners who would prefer that their properties not be attached to Madison in 2036. We understand that neighborhood and community feelings can be very strong, but submit that they do shift over time, based upon past experience in other growth areas on Madison's periphery. Stated reasons for wanting to be in Sun Prairie or DeForest, rather than Madison included postal addresses, school districts, telephone exchanges, employment, shopping, social and church affiliation, even though none of these things are significantly affected by the Plan. It also deserves mention that there is nothing in the proposed Plan which changes or affects school district boundaries in any way whatsoever. However, we strongly disagree with comments that these properties will be devalued by attachment to Madison rather than DeForest or Sun Prairie. Madison's history of comprehensive planning, investment in and provision of public infrastructure and services to serve developing areas of urban growth, and the corresponding real estate market experience contradict such fears and predictions. Many former neighborhoods developed in the Towns of Middleton, Blooming Grove, and Madison

have been annexed over the past several decades and these neighborhoods have all been fully integrated into the Madison urban community.

A number of Burke property owners have expressed concerns, before, during and after the public hearing, about potential Madison special assessments for public improvements. There seems to be some misinformation and unfounded concern among certain Burke owners that Madison will purposefully rebuild Town roads, add curb, gutter and sidewalks, and install public water and sewer mains that are unwanted and/or unneeded, at a very tremendous cost to them. At the public hearing it was pointed out that although Madison does require new development in peripheral growth areas to install the full range of urban services and public facilities at the cost of the developer, it does not require the same of existing development, unless the public need and welfare demands it. Madison does not require the abandonment of safe private wells and attachment to the public water supply, even if available.

It was further noted at the public hearing that Madison currently has approximately 12.5% or 94 out of a total 750 miles of public streets that are unimproved--without curb, gutter and sidewalk. The majority of these streets were developed when the lands were in towns and prior to annexation to the City. Given current City special assessment policies that result in significant public street reconstruction project expenditures by the City, together with limited capital project funding and the priority of other, more important public works project needs, there is a relatively low probability that Madison would be specially assessing public works projects in existing Burke neighborhoods in the near future. Some additional language has been added in Section 12.B.(7) of the final version of the Plan to address these concerns.

OPEN SPACE AND DEVELOPMENT ISSUES

There was public hearing testimony and subsequent written comments from owners or agents representing some vacant and/or developable property now located in Burke, but proposed to be attached to either Madison or Sun Prairie. Jayson Jones (Burke Truck) wanted a longer Protected Period, objected to having to comply with Madison Development Requirements, would like to have over 40% expansion trigger such regulations and not have to comply with Madison street graphics sign regulations. The 30 year Protected Period addresses Mr. Jones' first concern, but we cannot justify changes to the "development" and sign regulation requirements. These same requirements are included in Madison's Cooperative Plans with the Town of Blooming Grove and the Town of Middleton. In the proposed Plan, any defined "development" must comply with the respective Development Requirements of the Village or City to which the developing property will eventually be attached.

Given the length of time that properties are allowed to remain in the Town, the trade-off is that all new development and redevelopment in the Town must comply with the respective DeForest, Sun Prairie or Madison development standards. There will be many properties attaching early to the Village or Cities that will be subject to all of the

attaching municipal entity's Development Requirements. These attaching properties may be adjacent to other lands that will possibly remain in Burke for the duration of the Protected Period. The prospective application of the same Development Requirements to both is intentional and designed to create uniformity and fairness among all properties that will eventually become a part of the same municipality. For example, if Town properties were able to develop with larger, taller, special effects signage that Village or City properties cannot have, it would be competitively unfair to the properties attaching early, particularly recognizing that legally non-conforming signage can last many years beyond the attachment of the adjacent property to the Village or City. These regulations and requirements "even the playing field" and they only apply to "development" which has a limited definition in the Plan.

Several comments were received on behalf of the Pathway Community Church, Forbes SRE, Ltd., and Madison Crushing & Excavating, Inc. for their properties which are located within the Madison-Sun Prairie Community Separation Area discussed in Exhibit 11 and shown on Exhibit 12 of the Plan. They generally objected to inclusion of portions of their properties in the designated permanent open space area; they wanted greater development opportunities for their respective properties; Forbes wants only Burke and Sun Prairie to approve its development plans; and Madison Crushing objects to the proposed separation of its property into future Madison and Sun Prairie jurisdictions by the Proposed Boundary Line. These comments have been addressed by revisions to the Plan text and maps and an adjustment to the Final Boundary Line.

Contrary to the unsupported allegations of the property owners' legal counsel, mere designation of portions of these properties on the Plan as recommended open space does not constitute an unlawful taking or an illegal impact fee. It is not the intention of Madison or Sun Prairie to prohibit all uses or development on these properties. Rather, the Plan recommends that development on these properties be guided to identified locations so that other portions of the properties may be limited to selected open space uses that are compatible with the intent of both communities to maintain a sense of visual separation between their more urbanized areas. In advance of more detailed neighborhood development planning by the two communities or without detailed development proposals for any of these properties, it would be premature for the two cities to attempt to further refine the recommended open space boundaries or concede the specific types of development that may be recommended at particular locations.

The existing intergovernmental agreements between Madison and Sun Prairie include all of the Forbes property in a designated community separation/open space area where only open space uses consistent with the recommendations included in Madison's Peripheral Area Development Plan should occur. Madison has already included a significant modification of the community separation/open space boundaries in the proposed Plan which allows a substantial amount of the Forbes properties to be developed with fewer limitations. While the property owners would like to see all of the limitations lifted, staff believe that in order to achieve the community separation goals and objectives of the original Madison-Sun Prairie agreements, the open space designation should not be removed from all of this property. Madison and Sun Prairie have agreed to additional modifications to the designated open space areas and

substantial modifications to the development limitations on this property, which may address many of the property owners' concerns. These changes include further reduction in the area recommended for open space uses (other than the landscaped buffer zone along the USH 151 highway frontage, which is retained), and a removal of development limitations on the developable portions of the property, which will now be the responsibility of Sun Prairie.

The existing Madison-Sun Prairie intergovernmental agreements also cover a portion of the Madison Crushing and Excavating property. The proposed Plan expands the community separation/open space corridor easterly to the Burke-Sun Prairie Town Line to include several ponds, as well as associated wetlands and uplands; but the draft Plan was revised to remove the recommended open space designation from some of the developable land in the southern portion of the property. Text changes also clarify that the designated areas are recommended for continued open space uses, but that future detailed planning by Madison may modify the boundaries of the open space preservation areas and further specify the land uses that may be allowed within them. The revised Final Boundary Line also includes all of the properties south of the railroad tracks within the area that will eventually attach to Madison, so that the future jurisdiction of this property is no longer divided between the two cities.

Concerning the Pathway Community Church property and the Field property located north of the Pathway Community Church, the recommended open space/community separation corridor is very similar to that which is already included in the existing intergovernmental agreements between Madison and Sun Prairie, but was modified slightly based on the public comments to remove some lands with minimal open space attributes. Again, the revised Final Cooperative Plan will allow the boundaries of the recommended open space areas to be modified through future, more-detailed planning by Madison. The revised Final Boundary Line also provides that all of these two properties are within the area that will eventually attach to Madison.

OTHER GOVERNMENTAL ENTITY COMMENTS

The Town of Windsor Business Manager testified at the public hearing and submitted a comment letter also signed by the Town Chair. The first Windsor comment was about residential development project phasing to control impact of additional students to the DeForest Area School District. Madison has worked closely with the DeForest Village Attorney on language to address this issue and submits that the resulting language adequately addresses all of the concerns raised by Windsor. Second, Windsor believes that the proposed Cooperative Plan should also incorporate and reference Windsor statistics, the Windsor Land Use Plan, and growth areas in Windsor. Although these Windsor issues may affect mainly DeForest and Sun Prairie, they are not essential to the proposed Plan which is primarily intended to resolve the future of Burke. These same arguments could be made for inclusion of the Towns of Sun Prairie and Westport, but a seven-party cooperative plan is unnecessary and far too difficult to accomplish.

Windsor also indicates that some Burke residents have asked about attachment of their lands to Windsor, rather than to DeForest, Sun Prairie or Madison, and that Windsor is open to this alternative. DeForest, Sun Prairie and Madison are not interested in this proposal.

Dane County Planning and Development Department ("DCPDD") also provided written comments on the proposed Cooperative Plan which it generally viewed as a positive orderly development strategy that would minimize intergovernmental conflict. The concerns included continued County zoning authority, overlapped by potentially conflicting development approval of the respective city or village to which the property would eventually be attached. DCPDD recommends consideration of extraterritorial zoning to better coordinate implementation of the intent of the Plan. Although the parties are certainly open to this suggestion, it does not have to be incorporated as an element of the Plan, and the three separate ETZ districts can be created later, as deemed necessary, for the respective Boundary Adjustment Areas identified in the Plan.

DCPDD notes that the Plan envisions urban growth that will have significant future impacts on future County Trunk Highway and intersection improvements, Dane County Regional Airport operations, and future urban service area expansions, and requests that prior to Plan adoption or implementation, the four municipal parties meet with representatives of the Dane County Highways and Transportation Department, the Airport and Community Analysis and Planning Division to discuss planning and paying for these services over the life of the Plan. Although the parties are also open to this suggestion, the timing of and five-way participation in such proposed discussions prior to adoption or implementation is not necessary. All of this future growth was already included in Madison's, Sun Prairie's, and DeForest's adopted growth and development plans. These issues are not unique to this area of the County and are not being caused, created or exacerbated by this Plan. The Plan promotes orderly development, understanding and predictability, as the opening DCPDD paragraph indicates. Consequently, more focused meetings with only the necessary parties to a particular issue would be a more productive and efficient use of valuable public staff resources than unnecessarily including all four parties in discussions of issues that may not affect all of them.

Finally, DCPDD is concerned about long-term development impacts in this area upon Token Creek based upon currently adopted municipal development plans. The proposed Cooperative Plan does not change the Cities' and Village's adopted comprehensive and master plans for this area. The Plan does not change any urban service area boundary or allow any development to occur without the additional planning and development reviews that will occur as a part of any development approval process. The parties are also open to further discussions about this issue, which discussions should also include the Town of Windsor and Town of Westport. However, again, the timing of it is not necessary prior to the adoption or implementation of the Cooperative Plan.

CONCLUSION

The public comment received about the proposed Cooperative Plan, before, during and after the statutory public hearing, has been duly recorded and considered by the four participating municipal parties prior to adoption of the final version of the Plan. It has resulted in Plan revisions, including, but not limited to: 1) extension of the Protected Period for an additional eleven (11) years, to October 27, 2036; 2) elimination of the Early Termination of Protected Period option without full amendment to the Plan; 3) addition of Sec. 12.B.(7) to address concerns about special assessments for public infrastructure improvements; 4) modification to the Madison-Sun Prairie community separation and open space provisions discussed in Exhibit 11 and shown on Exhibit 12 to provide greater flexibility to refine the final configuration of the recommended open space areas identified in the Plan, and to respond to specific future development proposals for properties that are near or within them. The parties further submit that the language of the Plan already adequately addresses the issues and concerns raised by many other comments, and that certain comments cannot result in changes or revisions to the Plan without adversely affecting portions of the Plan which are vitally important to one or more of the parties and without which the Plan would not exist.

Town of Burke Meeting, Thursday, August, 10, 2006.

Meeting called to order at 7:05.

Thank you everybody for coming to our joint public hearing regarding the boundary agreement for the Town of Burke. We're going to kind of run things a little differently than the last couple of meetings, because this is a public hearing. We have court reporters here that will be taking your testimony, writing everything down that will be submitted to the Department of Administration. So, how things are going to work tonight, I'm going to give a short presentation similar to what some of you have seen before, and we'll open it up for your comments. We do have folks here that can answer some questions that can be clarified. If you want to speak tonight or if you want to submit written comments that will be read into the record, I ask you to fill out one of these forms. Does anybody need one? If you change your mind, just let me know. They'll be in the record this evening. But, if you want to do written comments after, we take written comments for 20 days after tonight's hearing. The process that we're at right now, this is the public hearing. We will take comments. The court reporters, like I said, are here, and they will be recording all of this. Then, 20 days after this evening, we will take written comments, and if some of you are from Madison, Sun Prairie, DeForest, you can submit those to any of us, any of the clerks or to me at the Town of Burke, and we'll receive those and forward those. After that, then, there's an additional 40 days before we can submit a Plan to the Department of Administration. Doesn't mean that in 60 days it will be submitted, just that it has to be at least that time frame before we can submit the Plan. Additionally, if you saw on the table, and all these lights, the Madison City Channel is taping there, and there's a schedule of when it will be broadcast on channel 12 cable. Otherwise, also, the end of next week, it will be available for you to view online. And you can access it by going to www.mcc12.tv. That's www.mcc12.tv. Or you can go to the City of Madison web page, and there will be a link there.

I want to make a couple of clarifications from the last couple of meetings, different comments that were made to kind of let us know the information that you folks are needing to understand what is happening here. Last Monday I know that I made a comment at one point in time that this happened very quickly, when in fact, that's not exactly the case. We started this process with the Village of DeForest last year; I believe it was, probably around July. The initial boundary agreement that we proposed was with the Village of DeForest, and I will show you later on in the presentation that original map. And as some of you heard, part of the submitting a boundary agreement to the Department of Administration includes having to determine how, if we're going to have part of the town go to a municipality, how are we going to take care of the rest of the Town. We already had an existing boundary agreement with the City of Sun Prairie that we needed to address. Sun Prairie had some existing needs that we needed to look at. Sun Prairie and Madison also had a green space agreement that is due to expire in the year 2013. They both felt this was a good opportunity to look at that and make modifications to it. The City of Madison expressed a desire to be included in the planning process, and since everybody affected needs to be in the process, that is kind of where we got to the four party

agreement. I hope that clarifies that is we didn't just do this overnight. The planning staff, attorneys, some elected officials were present at the planning meetings. This was thought out. It was thought out by, based on land use plans for all the municipalities, based on long range growth plans, except for Burke. And based on the needs of the citizens of the Town of Burke to have some relief from constant annexations, to have some financial security given to them to be able to do some long-term planning. So, this current Plan is based on a lot of conversation, a lot of different perspectives that are trying to coordinate and cooperate with each other.

The Plan is advantageous to each of the communities for a lot of different reasons. Obviously for the Town of Burke we're try to go preserve what we can for as long as we can, given the fact that the overall assumption is that sooner or later we will disappear, and this Town Board would rather determine your own fate, the fate of the Town of Burke instead having somebody else determine it for them. Again, long range planning. The financial feasibility of the Town is maintained, being able to properly plan for growth are all reasons that the Town of Burke came to this point. The Village of DeForest, likewise, needs to grow and plan, and they are, I think they just approved, actually, their master plan modifications.

And again, every community needs to know where it's going, where its borders are going to be, be able to plan and be able to determine its own fate. And so, DeForest had a vested interest in this as well. Not only that, but in that quadrant of the Town, we had the Token Creek Sanitary District that was built to service a large corridor, a large commercial corridor plus some residential along the along the Interstate, down 51. The capabilities of Token Creek were taken away by annexations. So, once again, a system that is a very viable up-to-date system was being underutilized. There was a need to be able to provide sewer and water in the area outside of the boundaries of Token Creek. So, again cooperation between the communities was a catalyst. Obviously, the City of Sun Prairie has the exact same concerns as DeForest and Madison have. They need to understand where they're going, they need to be able to plan, grow, and then again, based on the fact, that we did have an existing boundary agreement with Sun Prairie; it's advantageous to them to be at the table. And Madison is the exact same as everybody else. Everybody needs to know what the future is, and the less litigation, the less difficult issues that we need to face is advantageous to everybody. So, that's kind of where we're at. There are a couple of chairs in here if you guys want to sit down.

Again, I want to reiterate some of the things that were questioned last time that we met. For some of you, this may be new, but municipalities do not have any control over, say in, or influence over what school district boundaries, where they are, and what school districts do. It is solely and entirely controlled by those particular school districts. From time to time, boundaries change. They trade certain properties. They include properties that are in their municipality that may have been annexed, or they may not, and it is entirely a school district issue. So, just because your boundaries in 20 years may put you in a different municipality, it may not necessarily mean you'll be in a different school district, but, I can't say that that won't ever happen, because its out of the control of the municipalities. Basically it's a school district issue. I have, as most of you met Mr. Voss, Attorney Voss from the City of Madison last time we met, he is again here, and will be addressing you in

just a few moments. He had helped you weed through some of the sewer, water, municipal services issues, and I know that he'll be commenting on that in just a few minutes. So, I'll let him talk about that. Other than that, I'm going to go through a very preliminary, a very short presentation. I'll explain the map that outlines where different portions of the Town of Burke will ultimately end up through this agreement. And then we'll turn it over to you folks to make your public comment. At that time, I'm going to call your name, and have you come up to the mic here so that everybody can hear. Also, I'll call the person next in line so that we can make sure we get through everybody. Those folk that did not wish to speak, but did want to submit comments; I will read those in the public record for you after the speakers. I'm sure that we have several of our town board members here. We have representative from DeForest here, and from Madison. So, after the hearing, if things still aren't very clarified for you, or you need additional information. I'm sure they will be happy to talk to you. I'd like to introduce Attorney Jim Voss from the City of Madison.

Jim Voss>> Thanks, Amy. There were a number of questions the other night about private wells and septic systems and through streets without curb, gutter or sidewalk, and concerns about whether the City of Madison in the areas in which will eventually become part of the City of Madison will be going through these areas and building sewers and water, putting in water mains, and improving the public streets. Because there is language in the agreement, in the Plan that authorizes it, even before the -- potentially before the land actually comes into the City. That is really there for a backup. It's a worst case scenario when everything else fails.

But, I'd like to make some statements about how we go about in Madison installing these improvements, particularly in the areas like the Town of Burke where there's growth and expansion going on. Wherever there's a new subdivision, a developer buys a farm, and annexes it to the City and subdivides it; there will be the full range of urban services in that subdivision. Streets with curb, gutter, sidewalks, street lights, public sewer and water. But, we try to do that in an orderly fashion. Some of you may be, eventually, affected by those subdivisions, because they'll be right next door to you, in the sense that some of those roads that now have very little traffic on will have a lot more traffic. Generally, we're not going to go out and rebuild the roads just for the sake of rebuilding them, and for the sake of levying special assessments. We've got much more to do in the City. We have, and we've got an attorney here tonight, Ron Trachtenberg who was formerly on the City Council, but who is representing, no doubt, a developer in the Town of Burke tonight. Out there in the hallway, there's a map that shows you the number of streets in the City of Madison, currently, that do not have curb, gutter and sidewalks. A lot of them happen to be in the neighborhood that I live in, except for my street. My street has them. But the numbers are 94 miles of roads without curb, gutter, and sidewalk in the City of Madison out of a total of 750 miles of streets, that's 12 1/2%. In addition to that, we're going to be attaching over the next 20 years or so areas in the Town of Madison, but we'll add another 7 or 8 miles of unimproved streets from the Town of Middleton, another 7 miles of unimproved streets. From the Town of Blooming Grove, another 18 miles, and Burke has,

what, 41 miles of town roads, not all of which are coming in the City of Madison, thank God, but those that do will fall into that unimproved category, and we don't have the money to go out and rebuild all those streets. And we don't rebuild the streets at least until the sewer and water are installed. And we don't go out putting in sewer and water just for the hell of it, either. Mr. Trachtenberg's client will probably get sewer and water, and they'll pay for it, but, those around who remain in the Town of Burke will not. And particularly if you're in a Protected Area, essentially, under the agreement, we don't have the authority to extend water and sewer to you if you're in a Protected Area. If your sewer or well or your septic or your well fail during the time before you come into the City of Madison, that's an issue that we'll have to deal with at that time, all of us. If the improvements are available at that time, we'll probably be able to work something out. But, if they're not available, and by available, I mean nearby, it may be too costly to try to extend them. So, we'll have to work on those problems. But, we don't go out and put the sewer or water mains in unilaterally. We do it because there's a developer that needs it or because you request it. There is a provision in the agreement, I think its section 12C that allows property owners that are not in Protected Areas that to require municipal sewer and water services prior to an attachment to the City. In order to get them, you have to pay for them. You have five years to pay for them, and at the end of the five years, you also have to attach to the City. That was the same language that's in the Town of Blooming Grove Cooperative Plan, and the Town of Middleton Cooperative Plan. But it's your option. If you don't want it, you won't get it, and you won't pay for it. That's pretty much it.

>> Amy: I'm not sure how this is going to work out with these spotlights here; but, hopefully you'll be able to see this okay. As I mentioned before, a lot of people are wondering why are we doing this now? How did we get to this point? And as we stated before, several court cases went against the favor for towns. The Town Board spent a long time taking a look at incorporation or a merger with Windsor after we had a large 2600 acre annexation that took a large portion of the Town of Burke, what we considered prime developable property, 175-acres. We didn't meet any of the standards, even trying to merge with a portion of Windsor, we didn't meet the standards. Because of one of the Supreme Court cases, the Cherokee area, Wheeler, Highway CV where the Cherokee condos are, there's quite a bit of vacant land there, owned by Cherokee, that was slated to be developed in the Town of Burke with high-end condos, like Cherokee. That's not going to be a possibility for Burke any longer. At the time, the thought was that we would be able to provide sewer and water service to those folks, provide the same municipal services that the City of Madison did, therefore, they would be able to develop in Burke. For a variety of reasons that is not happening, and we built a utility system to service almost all that, to service that property and more. And we'll not be able to utilize the capacity of that, even closely. Again, there was a current boundary agreement with Sun Prairie that we had. We had a history lately with Sun Prairie on lots of different levels with sharing municipal services. As a result of the settling of the lawsuit against the annexation in DeForest, Burke and DeForest came to a revenue sharing agreement on the property that was lost, that currently remains in the Town of Burke that will be developed in the Village of DeForest now with Token Creek sewer and water services. But the Town of Burke will receive revenue sharing on that property for 15 years, as opposed to the statutory 5 years

that we could have gotten. Also, as a result of that annexation, the same annexation from DeForest, one of the catalysts for that annexation was that there was the need for municipal services to the development in the area. There was some problem with being able to receive those services, and the owners of the property wanted to annex to DeForest to receive their municipal services. As a result of that, we took a look at because there are three utilities in the area, Token Creek, Windsor Sanitary District and DeForest, we all tried to take a look at regionalizing sewer and water services in the area to eliminate duplication of services, eliminate any more fights over who gets what, to eliminate the need for any other annexations. Again, a lot of time and energy went into possibilities for that, and in the end, it didn't work out very well, but, we saw the opportunity to be able to merge the Token Creek Sanitary District with the Village of DeForest utility. It helps with the viability of the system. It also will provide the sewer and water that is necessary for that growth on what we call the old Reigstad farm, the 175 acre annexation. Plus those folks, the people that are the users right now that are on the system are paying extremely high water rates, and that's because the system was designed to service, you know, quadruple what it is now, and they are paying the price for not being able to add customers. This is a way to be able to reduce their rates to one-fourth of what they currently are.

The court case that I'm talking about is the 2003 Woods Supreme Court case, where the Supreme Court ruled that incorporated municipalities can control land use through extra-territory jurisdiction, and they have the right to reject plats. That was what happened, although a plat wasn't officially submitted at the time by Cherokee, it was quite clear from the City of Madison that they had a desire to keep that part of the town or to develop that part of the town in the city. Knowing that was the case, they would not have approved that plat, and so the owners of Cherokee were faced with not developing in the Town of Burke.

Then we also had the Wisconsin Act 317 that stated no action, this is only part of the statute, that no action on any grounds whether the procedural or jurisdictional to contest the validity of an annexation may be brought by a town. There are other parts of the statute that said if it is not a direct unanimous annexation that it can be contested. But, a landowner, may annex his, may ask to annex his or her property, and the Town has no right to contest that.

Regarding Utility District Number one. Because the Town spent about \$1.6 million for the construction of this facility, and it's not going to be utilized, we're not going to be able to develop Cherokee in the Town of Burke. We're still sitting on all that debt. There's 88 current customers in that system. There will be probably only another dozen that could be added in the Town of Burke. So, a system developed for thousands of people, I guess we should say hundreds, we'll have about a hundred customers on that, plus we still have the debt, and we won't be able to recoup that debt like we initially thought because there won't be any connections. In this agreement, the City of Madison has agreed that they will not only operate the system for us, but, they will then eventually reimburse the Town for those costs. The Town of Burke-Sun Prairie intergovernmental agreement, I should have these slides changed around. This is a map of the agreement that we currently have, and I realize it's a little bit foggy. But it's the best I could do. We're sitting right here. And, this

agreement basically states that the Town will not oppose annexations in these areas by Highway 19 to the north, north toward Highway 19 in this area. And in exchange for that, we will be to develop this parcel which is 56, 59, I can never remember how many acres, that is zoned commercially, that's now currently on the corner of 51 and Reiner through this corridor. Commercial development is what we desire most. It doesn't have any impact on the school district, brings us in tax base, and alleviates tax burden from a lot of other residential areas, plus it doesn't cost us a lot to maintain those facilities as well. So starting with that agreement, then we also moved on to agreements allowing the City of Sun Prairie to extend sewer and water services for their west side development down along Brooks Drive. We currently have an agreement to purchase salt from the City of Madison facility that is being constructed just down the road here instead of maintaining our facility, duplication, that kind of thing. So, there's a history of intergovernmental agreement with Sun Prairie.

Madison's comprehensive plan, when it came out last year, talked about the City extending its boundaries to the north to Highway 19 as you can see. This again is 19 here, and this is about Rattman Road to give you kind of an overview. Knowing that Madison had planned for the eventual development of Madison and Burke was also a catalyst for trying to find a boundary agreement. The original plan that I talked about with DeForest encompassed this particular area. This is Hoepfer Road and this is Rattman Road. This is Stoney Ridge, Ledges, Huntington Meadows area. And another thing that happened that I didn't address in a slide here is, this particular piece is Burke Commerce Park that we had platted and set aside for commercial development, high-end commercial development, much like that which is to the south called Madison Industry and Commerce Park. And we were not able to keep this property in the Town of Burke. It was annexed to Madison last year or the year before. So, that's a good 60-acres of prime commercial property that the Town lost to annexation. Under this plan, we attempted to draw a southern boundary for the Village of DeForest, define Burke's ability to maintain its commercial corridor, the freeway, 51, as best that we could for as long as we could. Specifically, we wrote in that agreement, and it is incorporated in this agreement, that the Protected Areas, and this is the original agreement with DeForest those Protected Areas could not go any sooner than the boundary plan the year 2025, even if the property owners wanted to go. Because the whole point was to make sure we didn't lose these properties. So, the Protected Area not only kept them from being annexed, it also kept them from leaving the Town. As you see in some of the other areas on the large map now, that we have many more areas that are similar to that. This map is just intended to basically show you the school district boundaries in the Town. This is Cherokee down here. Dennis, Taff Subdivision. Dennis Lane, Fieldstone in this area. We have a commercial development here. Everything in blue is in the DeForest School District. This is the Stoney Ridge, the Ledges, Huntington Meadows in this area. And everything in the yellow is Sun Prairie School District. Everything else is Madison School District, to give you an idea of the boundaries there. This is a map that we talked about with parcels with development potential. As you can see, there is very little left of the Town of Burke that has any kind of development potential, for one reason or another. There are some properties that are marsh. They are owned by DNR. We have 240-acres of City of Madison property here. Or it may be quarry, and for whatever reason is not suitable for further development. So, as you can see,

there's not a lot left, and we're trying to protect with this agreement what we can. This is the proposed transfer of municipal lands as the agreement is stated today. I think that it's pretty self-explanatory. We have these properties which include the Union School and a 13 lot subdivision, commercial division up here going to DeForest. This is Buckley Road here. Everything in this quadrant is currently slated to go to the City of Madison, as well as everything in this area here. This is Eagle Crest, Vernon Avenue area here, we're got Thorson Road, Burke Conservancy Estates, Broken Bow, to give you an idea where we're at here. Everything else is slated to go to Sun Prairie, which including Mary Ida subdivision, Sunburst Subdivision, Rattman Heights. Then we have also the properties that are north of 19 which include Foxmoor, Charlotte's Walk, and Gehrke's Knoll. These are actually just about infilled now. So, that is the Plan as it sits. I know that many of you have either downloaded the documents off the website or have obtained it in the last couple of weeks. I do have additional copies here for you, if you didn't get a chance to take a look at it to this point.

I think at this point, what we'll do is move on to the public hearing phase.

>> The first speaker is Eugene Benish, 3187 Breeze Drive, Sun Prairie. Follow will be Karl Bushmann, 4401 Hoepker Road.

>> My wife and I, we're homeowners in the Township of Burke, and we've been here for 36 years. Burke is our municipality. We consider Sun Prairie our home. Our address, our phone numbers are Sun Prairie. Our daughter attended school here for 13 years. We have supported Sun Prairie school organizations such as the Sound, Friends of the Choir, drama club. We have worked in Sun Prairie; we have worked at the Corn Festival. We support the Fire Department, our church is in Sun Prairie, and we shop in Sun Prairie. In 2002, we understood that the Burke and Sun Prairie had approved a boundary agreement that had our home as a future city annexation. Sun Prairie has been our home for 36 years. We are fighting to keep Sun Prairie as our home by being annexed into the City of Sun Prairie. We ask that you also fight to ensure that we are included as part of the Sun Prairie community. Thank you.

>> Karl Buschmann? Pass? Kim Babler followed by Ron Trachtenberg.

>> Kim Babler, 4575 Dennis Drive, Town of Burke. Good evening. This relates to a petition that covers resident owners in the Fieldstone, Dennis Drive, Leary Lane areas, signed and turned over to the Town of Burke, and should be in the paper for the transition team. We the undersigned ask you to amend the boundary agreement with DeForest, Madison, Sun Prairie to include our residential units as necessary, in necessary areas in the area to be transferred to the Village of DeForest. The reasons are as follows. Most people who live and own property here have no desire to become part of the City of Madison because their standards for safety, community service are inadequate, and tax rates are significantly higher with no real advantage to the residents or property owners. Most people live here have children, and already have a sense of community relationship with DeForest, and the area is part of the DeForest School District. DeForest offers the

kinds of community relationship as well as the attentive services that most people who live and own property here desire. I would add the people like the idea of the village environment and that size community, and that's why they moved to this area to begin with. Our EMS service which is currently headquartered in Maple Bluff takes as long as the EMS service would take from DeForest. We already both water and sewer. We are just down from the intersection of I39 and 90 and U.S. 51, so, snow plowing is not that inconvenient. At time we wrote this, that intersection was part of the DeForest plans and contains some commercial which would benefit DeForest. We plan on forming a neighborhood association to further strengthen our neighborhood and quality and its values. We planned to form a park district and to support a park shaped from land planned already allocated from land with no additional burden to the town or the village. The park will enhance further the quality of life and property values. We are not necessary to Madison's plans for development on the north side, as is made clear in a series of public meetings on the special Cherokee development area. There is also limited residential growth demand in this area, so, any need for new services would be very limited. We believe that we would be an asset to the Village of DeForest, and at the same time do not need much in the way of services. Upon forming a neighborhood association we would become a contributing member of the community and partner in maintaining a strong community. Thank You.

>> Rob Trachtenberg, 2 East Mifflin Street, Madison.

>> I have a two page statement. My name is Ron Trachtenberg, and I'm an attorney with Murphy Desmond, SC, the attorneys for Madison Crushing & Excavating Co., Inc. Madison Crushing owns approximately 290 acres in Sections 13 and 24 in the Town of Burke as well as other lands in the Town of Burke, Town of Sun Prairie, the City of Sun Prairie. The section 13 lands include all or parts of the Northeast quarter and the Southeast quarter south of the railroad tracks and the section 24 lands include all or parts of the West half of the Northeast quarter and the East one half of the Northwest quarter. For purposes of this statement, when I refer to the Madison Crushing lands, I'm referring just to those lands owned by Madison Crushing in sections 13 and 14.

Madison Crushing congratulates the Town of Burke, the Village of DeForest, the City of Sun Prairie and the City of Madison in the preparation of the cooperative plan to govern the development of lands now within the Town of Burke to urban standards, including the provision of public utilities and services to those lands, the eventual incorporation of those lands into the Village and two Cities and the dissolution of the Town of Burke on a firm economic basis. Madison Crushing supports rational, well-planned urban growth.

The Madison Crushing lands consist of wetlands, lands that have been subject to mineral extraction and that have been reclaimed and are ready for development upon the availability of urban services (sewer and water) and lands which will be subject to mineral extraction for an anticipated period of 15 to 20 years, depending upon mineral demand and land economics and then subject to reclamation and development upon the availability of urban services. The reclamation plans have been agreed to, implemented, or in the process of implementation, and are to be implemented are all done and being

done in the anticipation of development of these reclaimed lands. We would also note that the area also includes both natural and man-made small lakes and large ponds. In many ways, the Madison Crushing lands are easily developable into an area similar to the Autumn Lake subdivision just recently approved and lauded by the City of Madison.

Madison Crushing would like to address two issues that affect its lands: municipal boundaries and community separation and open space. The Madison Crushing lands are bisected by the proposed municipal boundary between the City of Sun Prairie and City of Madison and are in the area of community separation between the City of Sun Prairie and the City of Madison, with the vast of its lands being overlaid with the Open Space Corridor designation.

On the first point, we note that the municipal boundary line in the area of the Madison Crushing lands generally follow the section lines and bisects the Madison Crushing lands. We are uncertain as to why the municipal boundary simply does not follow the railroad tracks or why it drops south to include the North half of the Northwest quarter of Section 24. Madison Crushing does not favor the City of Sun Prairie, nor the City of Madison, as a political entity. Our position is quite simple. The ultimate boundary between the two cities should be based on what city can best provide municipal boundary line is not based upon the provision of municipal services, it should be revised.

The second point is the inclusion of the bulk of the Madison Crushing lands in the Open Space Corridor designation as reflected in Section 18, Comprehensive/Master Planning, Subsection F, Madison-Sun Prairie Intergovernmental Agreement Regarding Community Separation (pages 51 and 52), and Exhibits 20, Modification to the Madison-Sun Prairie Separation Agreements, and 21, Map of the Madison-Sun Prairie Community Separation Open Space Corridor.

Madison Crushing is neutral on the issue of community separation. While community identification does have benefits, it does not necessarily take a "green zone" to foster community identification. While Madison Crushing is willing to work with the City of Sun Prairie and City of Madison, as well as Dane County, to provide for open space and parkland as part of the development of the Madison Crushing lands, the provision of a green zone solely for the purpose of providing community separation should not a private burden, but a public expense.

Madison Cushing notes the very broad spatula approach, (broader than even a butter knife) in designating the proposed green space as designated in Exhibit 20, section A. 2. h. and as shown on Exhibit 21, including vast amounts of developable land. Madison Crushing submits that this designation will constitute a taking of private land for public purpose without compensation at the time the Madison Crushing lands are ready for development if such development is prohibited based on the Open Space Corridor designation or unless such lands are bought by a public entity at fair market value.

Madison Crushing calls upon the City of Madison and the City of Sun Prairie, in consultation with the Town of Burke, to revise the aforementioned Section 18 and Exhibits

20 and 21 to better reflect a reasonable differentiation between developable lands and community separation, parks and open space, or expressly provide in the Cooperative Plan that pursuant to and as part of Exhibit 20, section A. 2. h., that the City of Sun Prairie and the City of Madison, in consultation with the Town of Burke, will work with Madison Crushing and other property owners in the area in the future to develop a modification to Exhibits 20 and 21 to better reflect a reasonable differentiation between developable lands and parks and open space as part of development of the Madison Crushing lands (and neighboring lands) as part of a master planning of neighborhoods in the area of Madison Crushing lands. Thank you.

>> Next is Christie Legler, 3244 Rising Sun Road, Sun Prairie, followed by Dennis Legler.

>> My name is Christie Legler, my address is 3244 Rising Sun Road in Sun Prairie. That's an emphasis on Sun Prairie. First, I'd like to say I'm really disappointed in the way that the Town Board and the Administrator chose to enter into talks regarding this boundary agreement. It was very quiet and very private. They chose not to communicate with the residents of Burke. Nor did they ask for our input. I think that has caused a lot of unnecessary anxiety to the residents, and I think we deserve better than that. However, I think if the Board listens carefully to their constituents, and makes appropriate changes to this Plan, they can demonstrate that the residents do have a voice in this process and that we are represented by our Board. That being said, I understand the need for a boundary agreement, and I agree with the concept, I'm just not able to support this particular Plan in its current form. Specifically, section 5 term of the Plan and boundary agreement period -- we've been told this plan protects us until 2025. However, the Plan also states that on or after January 5, 2019, Burke can, upon a 4/5 vote of the Town Board elect to have all the territory remaining transferred. In addition there are several areas of the Plan that stated or at a time that Burke ceases to exist. We can't predict how long the current Board members are going to continue to serve on this Board. We have to consider that new Board members may feel differently than the current Board. If this Plan is truly to protect the residents of Burke until 2025, it should say that, period. There is no need for any of the language allowing for early termination of the protected period, or early termination of the Plan whereas all the remaining Burke territories transfer. If this sort of language is required in this Plan, then it needs to clearly state the Board will not make this decision, but rather a referendum will be held and the residents of Burke will decide how to proceed. In section 8 in the sewer and water and in Section 12, special assessments, I think they seem to contradict each other. Section 8 states that property in the Protected Area is not going to be hooked up to water and sewer except where requested by the property owners. But section 12 doesn't even mention the Protected Area. It states that all the properties are subject to special assessment prior to attachment that inclusive roads, curbs, gutters, sidewalks, etc., and sewer and water. If section 12 does not apply to the Protected Area, then that needs to be stated. It appears that even the Protected Area can be assessed for these improvements, including sewer and water, even if they do not connect to it. I think that needs to be clarified. And if the Protected Areas are subject to these special assessments, I would question exactly what are we protected from? Also in section 12, State Statute 66.0707 states that special assessment may be levied before

transfer to the municipality. But it goes on to say that approval from the governing body where the property is located is required. Currently this Plan provides for a blanket approval by the Town for all of these assessments. I question why the Town Board would even consider this. And finally in section 17, job continuity for town employees, again, we have to protect ourselves and plan for our future. We cannot predict how long our current Administrator will be in this position. Currently, the Administrator is being offered a comparable employment or a lump sum severance payment when the Town of Burke ceases to exist. I think we need to add language stating that that offer is not permitted until 2025. At the end of the original Protected Period unless the Town is dissolved prior to that date by referendum of the voters. Thank You.

[Applause]

>> I've been asked to represent the Nelson Road neighborhoods, they consist of. . . Excuse me my name is Dennis Legler. Anyway my address is 3244 Rising Sun Road, Sun Prairie. I live in the Town of Burke right off Nelson Road in the Sunny Burke Heights development. I've been asked by our neighbors to present petitions at the public hearing. The neighborhoods in question are Broken Bow, Sunny Burke Heights, Breeze Drive. We ask that we be included in the future boundary of the City of Sun Prairie because we identify with Sun Prairie, not with Madison. As we circulated these petitions, our neighbors shared some of the following reasons why they identify with Sun Prairie. Our addresses and telephone numbers have always been Sun Prairie. I personally have lived in my house since 1980, and you heard one of my neighbors has lived here for 36 years. We own restaurants and other businesses in Sun Prairie. We work in Sun Prairie. We dine, bank and shop in Sun Prairie. We belong to the Sun Prairie Chamber of Commerce. We go to church in Sun Prairie. We contributed to the fundraising efforts for the wonderful Sun Prairie library. We are longtime members of the Prairie Athletic Club. We race or attend the races at Angel Park. Our children attended Sun Prairie schools and were active in sports, theater, cheerleading, and the Sound of Sun Prairie. In addition they were involved in community activities, such as the YMCA, Girl Scouts, Boy Scouts, kids 4 programs, recreation programs, the Prairie Proprietors 4H club, Police Explorers, and volunteer clubs, all of these were in Sun Prairie. Our children were hired for their first jobs in Sun Prairie. Our children have now moved from home and now reside in Sun Prairie. We are the Suchomels and Weisensels and the Benischs, familiar names around Sun Prairie. In closing, the biggest concern among my neighbors about this Plan that I can share with you is that they expected to become part of Sun Prairie when Burke was no longer able to survive as a town, and we ask that we be considered, like the maps originally showed, we were originally in the City of Sun Prairie plans and that has since changed. We ask that it be changed back to include us in the City of Sun Prairie. Thank you.

>> Next we have Howard Holmburg, 3299 Conservancy Estates, followed by Joni Postler.

>> I'm Howard Holmburg. I'm one of the owners of Culver's Restaurant, 1501 West Main Street in Sun Prairie. We are open until 10:00 o'clock tonight, plenty of time to make it. I'm not buying, by the way. We moved to Burke Conservancy about two years ago to get

closer to the business and Sun Prairie, and the assumption was that eventually we would be annexed by Sun Prairie; it only made sense, we're in the Sun Prairie School District. Over 90% of the residents of Burke Conservancy signed a petition asking to be annexed to the City of Sun Prairie. And if you were here Monday night, you know there's a lot of anti-Madison feeling. People just don't want to be a part of Madison, and people in our subdivision don't want to be part of Madison. We've contributed to Sun Prairie. You've heard that. We feel a part of Sun Prairie. I thought we would have a representative from Sun Prairie. My question to the Sun Prairie gentleman as well as to the Town of Burke Board, precisely what action should we take to convince you that we want to be part of Sun Prairie? What is the best road for us to follow to get Sun Prairie to annex us, to get the Town Board of Burke to represent us, to lobby for us to become a part of Sun Prairie? One of the comments that was made Monday night which I agree with, I don't think the Town of Burke had represented us. The Burke Conservancy, I don't know what it contributes to the Town every year in taxes. It has to be \$300,000 or \$400,000. I can see why we're a Protected Area. You'd like to keep us. But, for that, we feel we deserve representation from you to lobby Sun Prairie so that we would be annexed to Sun Prairie, and not be annexed by Madison. Thank you.

[Applause]

>> Joni Postler, 3251 Rising Sun Rd, then followed by Len Linzmeier.

>> I'm Joni Postler and I live in the Sunny Burke Heights subdivision. Dennis Legler, kind of went through a lot of things that all of us are feeling up in that end of the woods. To be honest with you, I wish we could stay the Town of Burke. I lived in Madison for a long time. I was born and raised on the west side of Madison, and I have actually not lived in Madison for 28 years. And there's been a reason for that. I've kind of come about face here, and some of my first few years were actually spent in Cottage Grove, and from Madison went to Middleton, Westport, and now Burke, and my husband and I have two children who went to school in Sun Prairie, and have since graduated. They, our daughter has moved on, and she actually lives in Sun Prairie still. We associate with Sun Prairie, and we really don't want to be a part of Madison, or we would have moved back to Madison. It's real unfortunate; I think that we're all faced with this big dilemma. I'm pretty distressed the over the whole situation, as I'm sure many of you are. So, I'm hoping that we can get it straightened out without having to drag it out too long. But, I'd like to see the language changed a bit. If Burke is going to be dissolved by 2025, then I think it should state that, and not have 2019, 2020, whatever. That language makes me nervous, too, as well as a lot of others here, I'm sure. And if we can't get this straightened out, then I suggest that we do have a referendum and let the voters have a firm voice in all of this, and remove any language that the Town Board not to dissolve Burke before 2025. But to give us people a chance. I mean, you know, this is our land. Supposed to be a free country, right? So, I don't know. I just hope that we can work this out without dragging it long and hard, through the mud. And I guess that's all I have to say. Thank you.

[Applause]

Len Linzmeier >> I have one request Amy first. Can we introduce for the record who is here from what municipality and what they represent in that municipality, so we have it on the record?

>> We have Scott Kugler, he is the planner for the City of Sun Prairie. We have Attorney Jim Voss from the City of Madison. We have Senior Planner Mike Waidelich from the City of Madison. Kevin Viney, your Town Chair. Tara Vraniak, Town Board member. We have Jeff Miller, the Village President, Village of DeForest, here, and we have Dr. Jon Bales, the Superintendent of the DeForest School District, as well as Al Reuter, Attorney for the Village of DeForest. I believe that covers it. Kelly Frawley -- I'm sorry Barb. And Barb Hennings, Town of Burke Supervisor, and Kelly Frawley, he is the Administrator for the Town of Windsor.

>> Okay I thought that was important so that we know who we're talking to. This is supposed to be a public hearing, and usually when you go to a city council or whatever you know who you're talking to there.

>> I'm Len Linzmeier, 3760 Robin Hood Way, Rattman Heights Neighborhood Association. When I moved out there was quite a long time ago. But, we started a neighborhood association that was very active. Jerry Simon is here from our association also. There is a couple of things that we have a concern of, but as we were involved real early in this planning stage, and with planning, most of you know that I was a builder, and we had to do a lot of negotiating. When you sell a home to a party, you make sure you have everything dotted so you aren't paying two attorneys on both sides of the table. What I want to discuss here as we know in the Plan, Rattman Heights is going into Sun Prairie, at some given time. We need to get a grandfather ordinance on the existing subdivisions. I think that's important that Sun Prairie should be starting to work on, probably City of Madison or before, same thing. Some of the nervousness here is because we've seen some things that have happened in the past, so, if we had an ordinance together, this ordinance should address the accepting, and I'm going to speak for Rattman Heights, which is really three subdivisions; Lothy's Woods, Sherwood Glen and Rattman Heights. So, three of them all together, but, we joined together as Rattman Heights Neighborhood Association. We're on septic and well, no curb and gutter, no sidewalks and no street lights. Those four things, I want you to remember. We need garbage and recycling pickups, which we have now with the Town of Burke. We have police patrol, we'll need that. EMS, we'll need that. Fire protection. And then we'll need a park agreement because we have three parcels of land, two of them are undeveloped into the park, and the other one is developed by the neighborhood with volunteers, and we have a nice park there, so that would require some work on that, probably. Then, I would assume that the building permit process would come through Sun Prairie, would not come through the Town or the County anymore. That would be after 2025, or when you take us in.

Now, the assessment of the property, I'm getting at. To take into consideration the four items listed above, the services that the city does not render or have to render should be considered in the assessment of those buildings when you assess them, when you take them in. I think that's important. There should be some writing how you're going to do that.

What's missing from the boundary agreement is that the citizens of Burke are not assured that the municipality absorbing the existing subdivisions by annexation would not require the subdivision lots and homes we brought up to the present municipality ordinances. There's some reference in that document that says well, you'll have to go by these ordinances and so forth. If you're required to have sidewalks put in our subdivision, which you did address from Madison a little bit, but if you say that, or curb and gutter you'll be tearing up a large subdivision area. Now, my mother happened to have that done, and it was like \$6000 or \$7000 just for the sewer alone. Not the water, just the sewer that comes in front of the property. I wanted to just mention that. So, we should have that ordinance addressed, say, in a year's time or something. Because it's going to take some time when that boundary agreement comes through. But that ordinance should be coming through with it. We've had some discussion, and I don't know who we all go to and how to do this, but, I would assume that we'd form a committee or something and work it out, negotiate it. One of the things I want to just mention here, and sometimes people have quite a stigmatism about wells and septic. Wells and septic properly installed are proving to be just as good as the city sewer systems. Right now we have tests going and we have data. There are two major documents, one was completed in 2003 and one is in 2005 show the reports that subdivisions are not a problem that are on sewer and septic, if they're installed according to present codes, or the codes of the last five years. That they can come in and not be a problem. I just wanted to mention that. Thank you.

>> Jayson Jones, 5337 Reiner Road followed by Anita Holcomb. By the way, I failed to introduce Chairman of the Town of Bristol, Jerry Derr, who is also here. He also is the head of the Dane County Towns Association. Welcome.

>> I guess I'd like to say that I'm in favor of about a 50 year agreement, which I don't think will happen.

[Laughter]

One thing I'd like to say is I don't know why this agreement should be 20 years from the time of its approval, not 20 years from when they started the process. We're already at 19, by the time it's signed it might be 18. We don't know, but I think it should be 20 years from the time of the approval of the agreement, not picked away at over the time. I'm a commercial business owner. I think commercial business is the backbone of a municipality. The trouble that I have with this draft of the agreement is that I think the agreement hinders growth because of potential influence from the cities during this 20 years. I think it hinders commercial owners to expand their business. The main reason is because any time that you would need additional zoning, any property you would build would have to be built under the City's rules and regulations, not the Town's. And the reason we live in a town is so we don't have those ordinances that we have to follow. I would like to see something in this agreement that maybe commercial owners could expand a certain percentage of commercial property during the 20 years. I don't know if it would be a percentage or acreage or something in there so we can plan ahead for our growth which commercial property and the taxes off commercial properties is the backbone of a municipality. I would like to pay taxes to the Town of Burke for as long as I

can, and if we're able to grow, I would like to make sure that all my taxes go to the Town of Burke for as long as it can. But, I think the way that it's written right now, we don't have the ability to get new zoning without having the influence from the cities, and I think that is something that will hinder commercial growth during the 20 years of the agreement.

>> Anita Holcomb?

>> Anita Holcomb, 3252 County Highway T, Madison. Don't let the last part scare you. I work in Sun Prairie. My children go to school in Sun Prairie; I donate all my time in Sun Prairie. I do not live in a subdivision; I'm out there all alone. A couple of my neighbors, there are only two of them, say we all want to become part of Sun Prairie as well. Issues I would like addressed, when it comes down to the written agreement, is our zoning. I wish we could all keep our original zoning we have on our property. Quite a few of us are commercially zoned, even though we live on a residence. It should be up to us if and when we want to change our zoning. So we should be grandfathered in for that. I would like you us to be able to keep the use of our municipality building here the same as the town residents have always had it. Keep our green spaces and not lose our park here, either.

>> Richard Yde, 222 West Washington Avenue, Madison, followed by Terry Sweeney.

>> Thank you. I'm Richard Yde. I'm here representing Forbes SRE LLC and Forbes SREII LLC, who own the property that was identified earlier by Amy as area C on the Burke-Sun Prairie agreement that is scheduled for commercial development in the Town. Primarily, I want to comment on the proposed provision in the agreement that would prohibit the development of our property along Highway 151. The open space requirement that Mr. Trachtenberg referred to earlier. We think it's a bad idea for a number of reasons.

First, it isn't fair to the property owner to prohibit the use of his property for any commercially viable use. Secondly, it doesn't make sense from an economic, environmental, or planning point of view. This is not -- first of all, it's the most valuable part of the property along Highway 151 there. And, why wouldn't the municipalities involved want the tax revenue from the development of that most valuable part of the property.

Secondly, from an environmental point of view, it doesn't make sense, you know, if you want to preserve natural open space, why wouldn't you preserve it in some area away from the highway, rather than along Highway 151 where you've got diesel fumes and noise and so on. Third, if the communities want to promote infill development, why not promote the development of this area in the middle of this urban area, rather than somewhere else. And finally, the justification of maintaining the separation between Madison and Sun Prairie is a fiction given that the two have grown up right against each other in other areas. If the communities want to insist on maintaining this open space requirement, then that deprives our property of all reasonable economic use, then as Mr. Trachtenberg suggested, communities should buy that property. Finally, one other comment, we, of course, will need sewer and water for development, because the area will eventually be in the City of Sun Prairie in any event under this plan, we suggest that

the communities consider permitting development in the Town with city sewer and water as an alternative to requiring the annexation to the city.

>> Terry Sweeney. He will be followed by Mike Vraniak.

>> Terry Sweeney, 6265 Portage Road. I'd just like to say, I'd like to speak against this proposal. If I can read from it, it says, the basis for the 19 year boundary adjustment shall be to protect existing Burke owners from annexations against their will. I think there's an awful lot of people in here that don't want to be annexed to Madison, especially. The term and implementation phases of the boundary adjustments under this cooperative plan recognize and attempt to balance the competing desires of Burke residential and commercial properties with the development needs of DeForest, Madison, Sun Prairie property owners. Well, they've got needs, and I only have desires, according to this document. I think we should both be on an equal basis. I have needs too. I do not need the City of Madison to move to me. I live in the downtown Token Creek. I've got a DeForest mailing address. My kid went to DeForest school. I'm a half mile from the Sun Prairie school district. I'm three miles from the closest Madison school district, and yet our area is now being put in DeForest. I don't understand this. Excuse me, is being put in Madison. Anyway, that's pretty much what I'm here to say. I just don't want that to happen. Thank you.

>> Next is Matthew Becker, 4508 Buckley Road followed by Fred Landes.

>> Good evening, I'm here speaking on behalf my parents, John and Elizabeth Becker. My dad has lived at 4508 Buckley Road since 1967 in the Town of Burke. He bought land back there, and land was at the time that he bought it, was not in good shape. He spent next five or ten years fixing up the land, making it into a beautiful place to live. He's farmed it ever since he's lived there. We identify very much with the Village of DeForest. When I was growing up, I went to DeForest schools, a lot of my friends came down and spent time at the farm, and I've worked there with my parents. They very much would like to remain in the Village of DeForest, and right now its slated to go to the City of Madison. They have 40 acres located at the end of Buckley Road that would be prime open space as both Madison and the Village of DeForest have it specified in their master plans. So, we're petitioning the Village of DeForest, this would be prime green space for you guys to add to your plan. In addition, the areas around the 76 truck stop would add significant amounts of income to the Village's tax base. And DeForest's most recent comprehensive master plan, they said that DeForest has the lowest per capita income of all communities in Dane county. And the addition of this additional tax revenue to the Village of DeForest would provide tax relief for all of those living in the Village of DeForest. So, we're very much favoring and petitioning the Village of DeForest to include those lands in the proposed boundary agreement. We don't identify with the City of Madison, we never have. We like the idea of identifying with a small community, the values, and all of our friends and neighbors currently reside in the Village of DeForest. Please take this into consideration before any future boundary agreement is signed. We don't agree with the way it's currently set up. Thank you.

[Applause]

>> Fred? Fred Landes, 5407 Sunnyburke, followed by Kelly Frawley.

>> I'm one of newer members in Town of Burke, my wife and I have been here for eight or nine years. The reason why we moved to the Town of Burke, because I've sort of been through a similar process once before in the City of Middleton. They invited me to leave my property because they figured a Ford dealer was much more important than where I left. What led up to that invitation, of course was not very pleasant. So, when my wife and I knew we had to move, we had to choose an area where we thought this would never happen again.

[Laughter]

All I'd like to say is this. I've got my name on the petition here to remain in Sun Prairie. The area where we live, into Sun Prairie, because before we moved here, we investigated the school system of Sun Prairie relatively thorough. I have a daughter that is going into 7th grade now in Sun Prairie. We didn't buy here to be in Madison. And I feel very strongly that personally, that now I'm playing a game of double jeopardy again, where I don't have control over my life, somebody else does. When I thought when I came here I made all the right decisions. How this came about, I can understand. But, when I bought it, the area where I live now was projected to go to Sun Prairie. And that's why we bought that piece of property. And from the personal view point, I don't feel cheated, I don't feel gyped, I'm just angry because this, according to the information that I was able to gather at the time I bought that piece of property, wasn't supposed to happen. That's all I have to say. Thank You.

[Applause]

>> I'm Kelly Frawley, the Business Manager from the Town of Windsor. Primarily the concerns of the Town of Windsor, as this develops, we may be addressing more. We're looking at the development that is referenced in Madison, and it indicates here that we're looking at 50 single family homes per year, that's a phasing on each residential subdivision. We're concerned over the impact that would have on the school district, because the Town of Windsor and the Village of DeForest, we know you also implement phasing plans. When we're doing our planning, we'd like to know how many subdivisions are actually planned in that development area and the impact that would have on the school district. The other thing when I was reading through the agreement, I referenced section 3.3, and this is a minor, minor issue. It seems inconsistent when you look at section 3.3, the boundary adjustment area deals with Madison, and you go to the second area after the bullet points, and it references the boundary adjustment area in DeForest, I think that was supposed to reference the boundary adjustment area in Madison. I could be wrong. So, you might want to look at second paragraph of 3.3. My reading of the revenue sharing agreement, I know there's concern regarding the Town of Burke and continuing with existing services and the loss of that revenue from tax base, but, it seems to me like

the revenue sharing itself just reflects the statutory requirements. The concern we have with the map and the way that the development is occurring, we have a very positive relationship with the City of Sun Prairie. We have had issues in the past with the Village of DeForest, but that relationship is also growing and becoming more positive as we move along. We have not had a relationship with Madison, so, we don't know that is going to develop or how that's going to work out. By looking at map, if you look at development patterns of Windsor, the City of Madison would be right up on Portage Road. We do not have proposed residential development in that area. So, we're concerned regarding the opening up of the heart of the Town of Windsor and the splitting of the Town of Windsor. We do not want to be in the position 20 years from now of coming to a meeting like this, and we're talking about which residents go to the City of Madison, which ones go to Sun Prairie, and which ones go to DeForest. So, we'd like to be involved in the process to at least recognize Windsor's growth patterns and our development patterns and some of the development we've proposed. I believe section 7.4 references development on the west and east side of Highway 51. We also have local and regional shopping patterns and development that we're proposing in that area that I think you may also want to take a look at when you're developing your cooperative plan. Essentially that was it. Thank you for your time, and we congratulate Burke, Sun Prairie, Madison, and all the groups to coming together.

>>(Amy) I have some written statements that I'd like to read. Dean Galanos, 3207 Conservancy Estates Lane. We have no desire to be part of Madison. Burke or Sun Prairie would be fine.

Pat Becker, 3199 Conservancy Estates Lane. I'm very dismayed at prospect of being annexed by the City of Madison. I feel and live as a part of the Burke and Sun Prairie community. We hope to be at least stay in the Sun Prairie City boundaries. I feel as if we were not informed in a timely matter of this whole situation, and were poorly served by our representatives.

David Becker, 3199 Conservancy Estates Lane. I am opposed to current "proposed municipal boundary" between Sun Prairie and Madison. It should be drawn further south so as the put subdivisions in which I live, Burke Conservancy Estates, in Sun Prairie. We feel very much more a part of Sun Prairie, where, among other things, we do our grocery shopping, than Madison. Also having lived in Madison for 31 years, (1973 to 2004), I have no desire to be part of it again.

[Laughter]

>> Steve Polishinski, 5173 Thorson Road. The Plan currently has us being annexed to Madison. If this is truly a process to receive input from the Burke residents and we are not simply pawns in a battle between cities, then my choice is to be annexed to/by the City of Sun Prairie. Our children attend Sun Prairie schools, our postal address is Sun Prairie, our grocery and general stores are in Sun Prairie, and our church is in Sun Prairie. Our phone number is in Sun Prairie. I dislike being a pawn, and wish to continue to be part of Sun Prairie. Thank You.

>> Christina Williams and Mark Williams, 5355 Broken Bow Road. We would like to see clarification in the section discussing transfer of lands after 2019 by a Board vote. As I understand from Monday's meeting, the language was included to protect the town in the event that neighborhoods choose to transfer prior to 2025. We would like to see this changed to clear cut transfer of land in 2025 and not before. Currently, the Broken Bow neighborhood is slated to go to Madison. As homeowners of 13 years in the Broken Bow neighborhood we have always identified ourselves with the City of Sun Prairie. We live in, work in, shop in the City of Sun Prairie, and our children go to Sun Prairie schools. I would like the City of Sun Prairie to consider including the Town of Burke into Sun Prairie boundaries.

>> Bruce Redenz, 3180 Conservancy Estates Land. Very strongly opposed. Resentful of the manner in which these negotiations took place, with no consideration for the wishes of residents of Town of Burke.

>> And lastly, Gary Richards, I'll sorry, it says you want to speak. You're up.

>> Hello, I'm Gary Richards, I live in the Burke Conservancy Estates. I moved there four years ago. I was told at that time we were going to be a part Sun Prairie. As of 2005 we were going to be part of Sun Prairie. Now, today we are going to be part of Madison. Our neighborhood associates with Sun Prairie. We are very much located, our phone number, our Fire Department, our schools, all the things that people in the same area and neighborhood to the north are associated with Sun Prairie. I think we were not represented properly by the Board or by our Town administrators. I think personally they should reconsider the transition of the boundary lines, and correct this so they do justice to the people they are representing. That is all I have to say.

[Applause]

>> Lastly, we have a representative from Pathway Community Church wishing to speak. You're on.

>> Hi, My name is Richard Brewster, I represent the Sun Prairie Community Church. We have now changed our name to Pathway Community Church, and we purchased the 40 acres of land on the corner of Nelson and Reiner, right across the street, to develop our church. But, what we found out during this process is, our first phase of development is going to be about a \$3.5- \$4 million facility that we're going to tuck into the hill about where the tobacco barn is. And then we have planned as the ministry grows, we plan on putting in a sanctuary area next to that. But, we put a lot of effort into respecting the hill. We want to do both. We want to respect the hill, respect the community, be able to develop the church there, but, we don't want to have all of our land that, you know, not being able to put a bookstore or something there. So, we want to be able to have the freedom to be able to do, put a bookstore or something down on the front of the property where it would be approved, but half of the 40-acres that is we own is in the middle of the green space, and that seems kind of odd that we can't put together a development plan for

the entire 40-acres. We've also worked with our neighbor; we have control of the 32-acres beside us, which actually gives us 74-acres. But, all of that property is falling into the green space area. So, we would like to be able to work with the community, be able to respect the land, be able to respect the lakes, the open green space area, but, we'd like to be able to do some type of economic development there, and be able to work with everybody. Okay? Thank you.

>> With that that concludes our registrations and our speakers. Again I thank everybody for attending. Just to remind you that if you haven't already, and would like to do so, we will take written comments for the next 20 days. And you can give them to any of the clerks, either myself or the other three clerks involved. Thank you very much. Good night.

Memorandum

DATE: August 2, 2006
TO: Mayor and City Council
FROM: Patrick Cannon, City Administrator *pk*
RE: **Boundary Agreement**
C: Paul Evert, ~~Scott Kugler~~

Attached please find a copy of the petition that was presented by Cindy Walsh at the Committee of the Whole meeting.

I will forward the others as they are received.

060802

August 1, 2006

To the City of Sun Prairie, City Administrator, Patrick Cannon

RE: The Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison
Proposed Cooperative Boundary Plan

Dear Public Officials:

I am writing as a 20 year resident of Broken Bow Road, the Oak Ridge subdivision, in the Town of Burke. This subdivision is north of Nelson Road situated on the ridge overlooking the marsh separating it from the Sun Prairie sanitation plant and Sheehan Park.

The subdivision borders the Town of Sun Prairie on the east, and a quarry on the west. It is an enclosed circle of approximately 40 homes. Broken Bow Road is ½ mile from Bailey Road, and approximately one mile by Bailey Road up the hill from the City of Sun Prairie sanitation plant.

Over the years we have lived here, we have talked with officials at the Town of Burke about the eventual dissolution of the Town and our annexation. They repeatedly confirmed that, especially since we were on the top of the ridge and Madison would not be providing sewer and water up and over the ridge, we would be annexed to the Town or City of Sun Prairie. This also seemed to be agreed upon by Sun Prairie.

I am a Weisensel by birth, and along with the Duschacks, the Suchomels, the Benischs, the Leglers and all those fine families came from part of the early settlers of Sun Prairie. I attended Sun Prairie High School and graduated as the first class to go all four years through the NEW high school. Many of my father's family, including my father's grandparents, are buried in the Sun Prairie Cemetery. The subdivision I live in has a multitude of small business owners. My husband's business has been a member of the Sun Prairie Chamber of Commerce for over 7 years. We bank at the Bank of Sun Prairie, use a Sun Prairie vet, and the Sun Prairie Walgreens Pharmacy. We try to support Sun Prairie businesses. Our address is Sun Prairie. Our phone number is Sun Prairie. We vote in the Sun Prairie School District. Now I am being told I don't belong in Sun Prairie, they don't want me.

How did this happen? In 1991 we bought and built a home on the lot next door to ours on Broken Bow Road. My mother moved from the house my father had built on Seminary Springs Road, and enjoyed living there until she needed more daily help and socializing. When her home was listed last fall (Oct) and we received a letter about part of Burke going into DeForest, she was upset. (Reference letter No 1). We called the Town of Burke and were ASSURED that the subdivision would be going into Sun Prairie. As we needed this information for the Disclosure form for the Realtors, we listed it, and told the people to whom it was shown to that we would be going into Sun

Prairie when the time came.

Early this year we worked out a purchase agreement. We received letter No 2 (Feb) and called the Town of Burke again. We were told AGAIN the subdivision would be going into Sun Prairie and was assured AGAIN as per letter No 2 "No action on your part is required at this time." I was also told it would be 50 years before sewer and water ever reached the ridge. That was fine. Chances are we wouldn't be around.

The new owner of my mother's home, is from Sun Prairie. He owned a condo in Sun Prairie. He works in Sun Prairie. His daughter and grandchildren live in this subdivision. This is a close neighborhood. We know each other. The realtor remarked when she was selling the home, how this subdivision seemed to care. Everyone kept up their homes, maintained them, cared about them and each other.

The letter about the Boundary Agreement meeting arrived and we were shocked. When we attended the Burke informational meeting Amy Volkmann stated everything north of Nelson Road was slated to go into Sun Prairie--Broken Bow is NORTH of Nelson Road, but their map put us in Madison. She stated Sun Prairie DID NOT WANT US.

Including Oak Ridge (which is the Broken Bow Road circle+Norse Court, the cul-de-sac), we have three groups circulating petitions. SunnyBurke and Breeze Subdivisions also felt they were going into Sun Prairie (part of the Breeze Subdivision is presently in the Town of Sun Prairie).

The City of Sun Prairie Master Plan 2020 Website (3/04 #3)map shows Broken Bow Road in the "rural area". The Residential Development Staging plan map (7/04 #4) goes out past Burke Road in the "rural area" of your plan. That is what we ask, to go by the plans as we had been led to believe.

It has been eye-opening, to say the least, to find how this has all come about. We're being told one thing, the maps show one thing. Then the agreement comes out saying the complete opposite. A statement was made that we should have been more involved but we don't know how. We were constantly in touch. Yet, much, if not all, of the work was done in closed session or in non-public planning meetings.

We do not want to scrap the Boundary Agreement.

We want the original lines south of Sun Prairie.

We have questions on language. What does "protected" mean + does it really make a difference if the Board can vote without our input? We'd at least like to be forewarned.

Why is there severance pay for employees over and above what the Town of Burke would ordinarily offer? And,

Please define the "one-time assessment" section, interest and timing, as per how it would affect us.

We feel these areas can be worked through. I do realize it really slows things down to get input from the citizenry, but fortunately or unfortunately that is what the system is all about.

The provision of city water and sewer seems to be a stumbling block, but is addressed in the plan Section 8 B. stating they "shall be provided by Sun Prairie, at such time as the City, in its sole discretion, determines that such services should be extended into the territory; or, such services may be provided through separate intergovernmental agreement." Sounds great. This is 20 years away.


Personally I have faith in American ingenuity and creativity. With the recent replacement of our drain field we have been introduced to the possibility of self-contained small private or commercial sanitation systems, costing not that much more than the drain field and less than mound systems. There is also the possibility of installing waterless toilets. By recycling and cleaning waste individually or in small groups we can become more responsible for our use, and leaders in new more ecologically friendly systems. And that along with cooperative wells may be the direction of the future for outlying areas. I believe we can be part of something that will help Wisconsin and Sun Prairie keep its resources and reduce expenses rather than use them. I do have faith that the Council and citizens can lead the way here.

As for services, waste pickup is contracted out. Snow plowing can also be. Again, this is 20 years away. Unless we cannot work something out.

In conclusion, by the definition of being north of Nelson Road, I am still expecting to be annexed to the City of Sun Prairie. The Breeze and Sunny Burke subdivisions across the road would also like to be annexed to Sun Prairie and become part of its future as they were also led to believe. Again previous plans and the Website Staging Plan also show Burke Road included in Sun Prairie and they have expressed the same desire.

Please keep us informed as to how this can be resolved.

Thank you for your time.



Cindy Walsh
5375 Broken Bow Road
Sun Prairie WI 53590
608-825-2949

cc. Town of Burke, Town Administrator/Clerk, Amy Volkmann, Chair Kevin Viney



TOWN OF BURKE

5365 Reiner Road • Madison, WI 53718 • (608) 825-8420 • Fax (608) 825-8422

Boundary Agreement between Burke and DeForest Proposed

The Town of Burke and the Village of DeForest are planning for their futures. Both are looking at the long-term future of their jurisdictions, but what each of them are planning for is very different. The Town of Burke is planning for a portion of the town to be consolidated with the Village of DeForest. The Village of DeForest is planning for the eventual southern boundary of the Village. This planning effort is reflected in a Boundary Agreement Proposal between the Town and the Village.

The proposed boundary agreement between the Town of Burke and the Village of DeForest builds upon agreements that already exist between the two municipalities, one of which is the merger of utility services. The Town and Village wish to expand upon these agreements to provide services to all residents in the most efficient and cost-effective manner possible. Both the Town and the Village are jointly proposing a change in the boundaries that would occur over the next twenty years.

The intended result of the agreement is the incorporation of the designated area into the Village of DeForest over the next 20 years, and that the annexation will take place in a manner that is beneficial for both the Town of Burke and the Village of DeForest. It gives the Town control over their future and allows DeForest to have input on the ultimate location of its southern boundary.

The boundary agreement area is almost entirely served by the DeForest Area School District. The Village has worked with the DeForest Area School District to address the rate of growth in the community and the impact of that growth on the school system.

The agreement specifies areas in the Town may not be annexed into the Village of DeForest without the Town's approval during the term of this agreement. It also specifies that these areas will become part of the Village of DeForest at the twenty year mark. These areas will now remain in the Town of Burke to allow the Town to remain financially sound for the life of the agreement.

Because the new development in the agreement area will be in the Village, the Village's zoning will be used to promote quality commercial and industrial development. It will also regulate the location, type, and density of residential development in relation to the Town's land use plan or other mutually adopted land use plan for the area. The Village will also control the pace of annexation of Town areas over the next twenty years and will make sure that Village services can be provided and costs can be covered.

- Public Hearing Tuesday, October 4, 2005, at the DeForest Area High School's Little Theater, @ 6 pm to receive comments regarding the proposed cooperative boundary agreement.
- Receive written comments for at least 20 days following the hearing
- Village and Town Boards will consider the comments and may revise the plan.

For more information contact Amy Volkmann at 825-8420.



TOWN OF BURKE

5365 Reiner Road • Madison, WI 53718 • (608) 825-8420 • Fax (608) 825-8422

NOTICE OF ADOPTION OF RESOLUTIONS BY THE TOWN OF BURKE, THE VILLAGE OF DEFOREST, THE CITY OF SUN PRAIRIE, AND THE CITY OF MADISON, DANE COUNTY, WISCONSIN, AUTHORIZING PARTICIPATION IN THE PREPARATION OF A COOPERATIVE PLAN, UNDER WIS. STAT § 66.0307

February 9, 2006

TO ALL ADDRESSEES ON ATTACHMENT 1:

PLEASE TAKE NOTICE, pursuant to § 66.0307(4)(a), Wis. Stats., that:

- 1) the Town of Burke Town Board adopted Resolution 020706, at its regular meeting on February 7, 2006;
- 2) the Village of DeForest Village Board adopted Resolution 2006-10, at its regular meeting on February 6, 2006;
- 3) the City of Sun Prairie Common Council adopted Resolution 06/29, at its regular meeting on February 7, 2006; and
- 4) the City of Madison Common Council adopted Resolution RES-06-00112, at its regular meeting on February 7, 2006.

Attached hereto for your reference are certified copies of said Resolutions authorizing the respective Town, Village and City representatives to participate in the negotiation and preparation of a cooperative plan among the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison, under Sec. 66.0307, Wis. Stats.; for consideration by the Burke Town Board, the DeForest Village Board and the Sun Prairie and Madison Common Councils.

No action on your part is required at this time. Should the Town, the Village and the Cities prepare a Cooperative Plan which includes a boundary adjustment, you will have an opportunity to submit comments at a joint public hearing and/or provide written comments concerning the Plan. If you have any questions about the respective resolutions or the Plan approval process, please contact Amy Volkmann, Burke Town Clerk/Treasurer/Administrator--(608) 825-8420; Jo Ann Miller, DeForest Village Administrator--(608) 846-6751; Patrick Cannon, Sun Prairie City Administrator--(608) 825-1193; and either Jim Voss or Kitty Noonan at the Office of the Madison City Attorney--(608) 266-4511. State departments with any questions about their review role may also contact George Hall at (608) 266-0683.

CITY OF SUN PRAIRIE MASTER PLAN 2020

Land Use Plan

- Legend
- Municipal Limit
 - City of Sun Prairie Urban Service Area
 - Low-Density Residential or TND
 - Mixed Residential or TND
 - Planned Development Dist. or TND
 - Commercial or TND
 - Office/Commercial/Service or TND
 - Central Area Mixed-Use or TND
 - Business Park
 - Light Industrial
 - Heavy Industrial
 - Institutional or TND
 - Parks and Open Space
 - Madison/Sun Prairie Greenspace
 - Rural Area
 - Environmental/Open Space Corridor
 - Proposed Arterial Street
 - Proposed Collector Street
 - Proposed Local Street

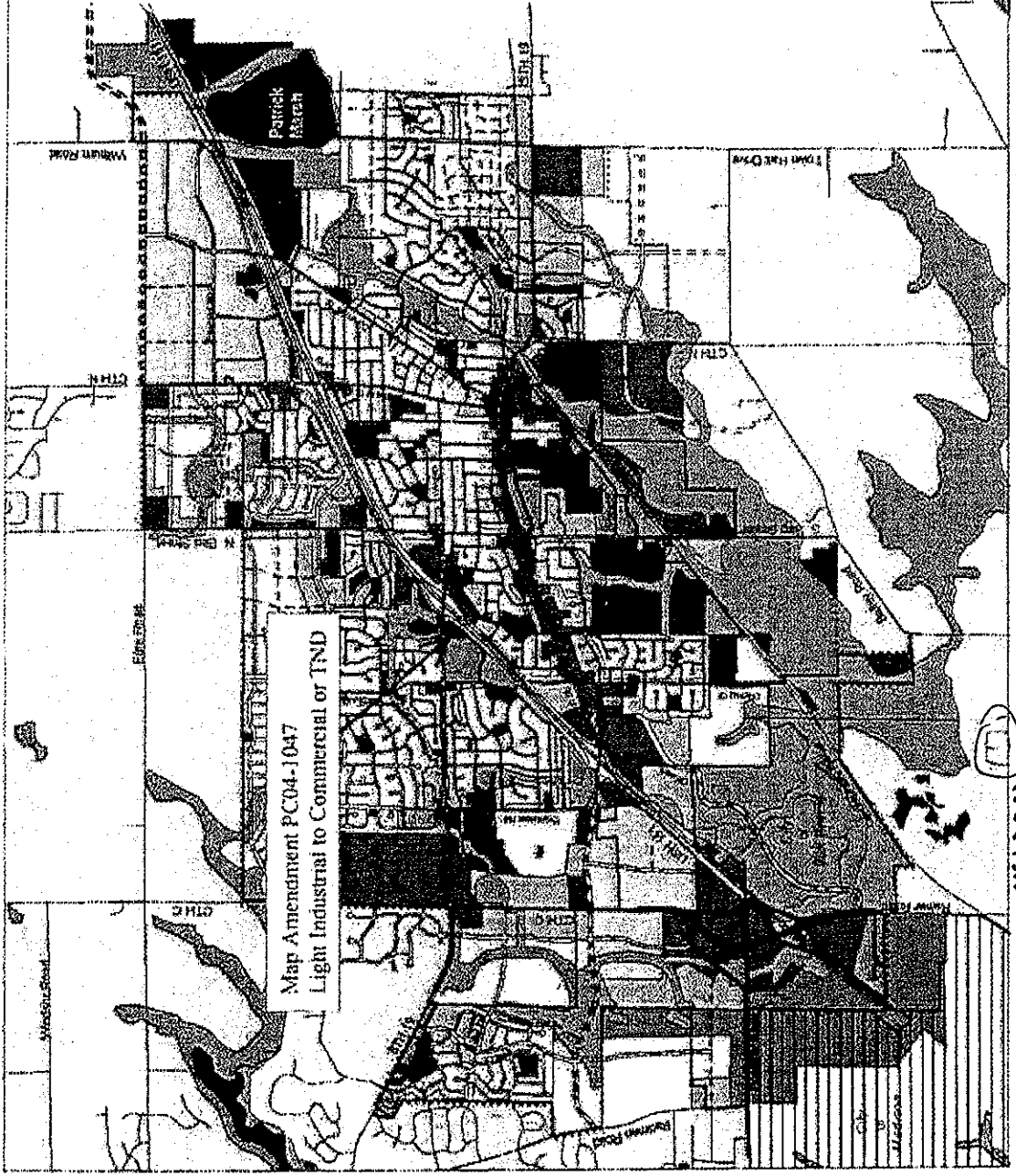
TND Transitional Neighborhood Development District

700 0 700 Feet



Scale
1" = 100'
1" = 200'
1" = 400'

9-16-04















Map Amendment PC04-1047
Light Industrial to Commercial or TND

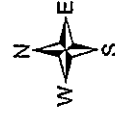


AQUEDUC

RESIDENTIAL DEVELOPMENT STAGING PLAN

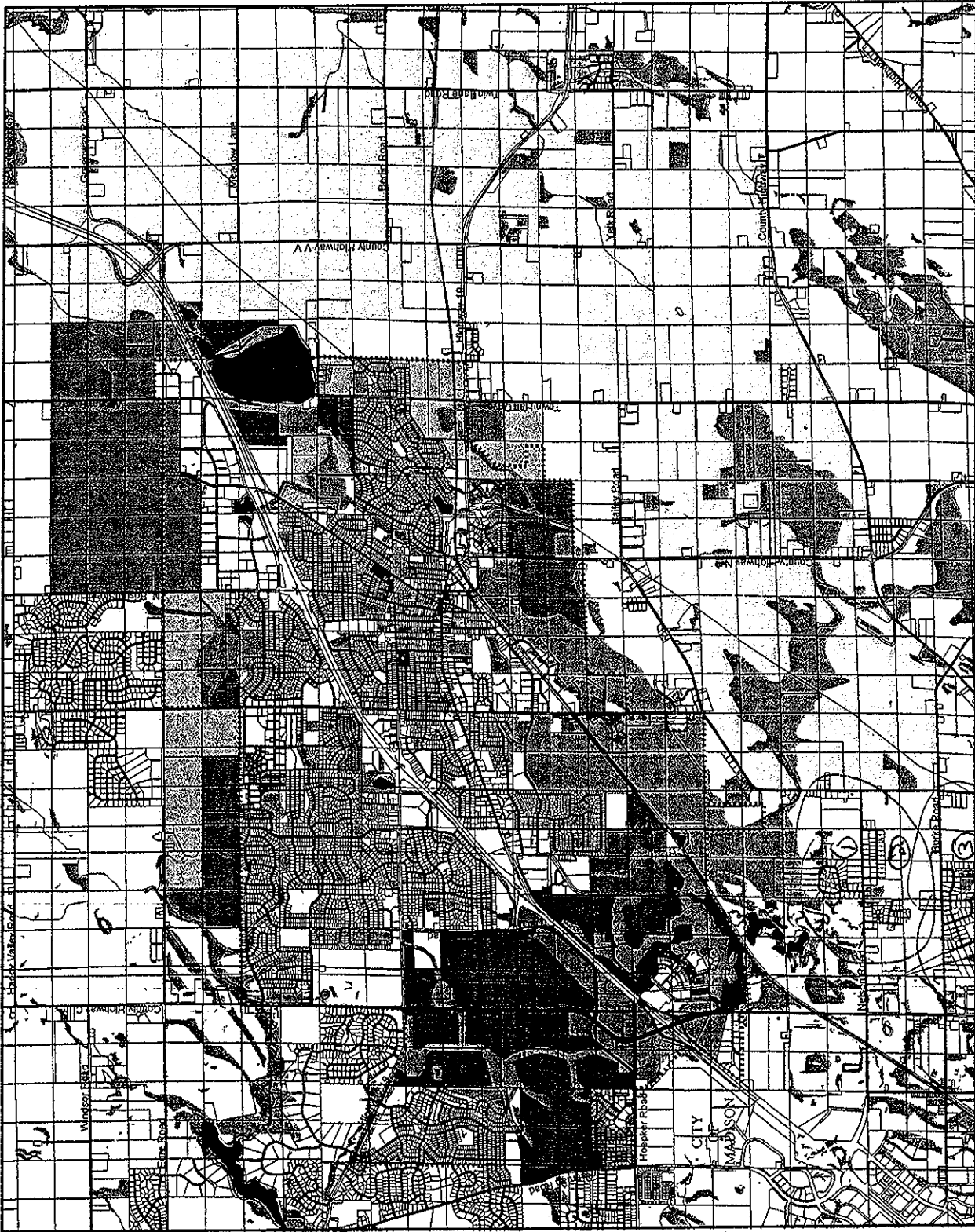
Legend

-  CORPORATE BOUNDARY
-  URBAN SERVICE AREA
-  DEVELOPED AREA
-  IMMEDIATE
-  AREA II
-  AREA III
-  AREA IV
-  URBAN GROWTH RESERVE
-  PLANNED NONRESIDENTIAL
-  RURAL AREA
-  ENVIRONMENTAL/OPEN SPACE
CORRIDORS AND NATURAL
FEATURES
-  PERMANENT OPEN SPACE



1 inch equals 3,250,000,000 feet

May 14, 2004
Rev. July 13, 2004



PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Fred Landas

Address: 5400 Sunnyside

I wish to speak.

I do not wish to speak.

Comments:

To be accepted To The Town
of Sun Prairie!

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Matthew Becker

Address: 4528 Buckley Rd
DeForest, WI 53532

I wish to speak.

I do not wish to speak.

Comments: Propose change in boundaries for Village of
DeForest.

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Mike Vignard

Address: 5329 Palmer Road
Madison, 53718

I wish to speak.

I do not wish to speak.

Comments: I may speak, Not sure yet if I will.

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: TERY SUGENER

Address: 6265 PEPTAKE ROAD
DEFOREST WI 53532

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Richard Yde

Address: 222 W. Washington Av -
Madison

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Anita Holcomb

Address: 3252 Hwy T

I wish to speak.

I do not wish to speak.

Comments:

#1 Keep our Zoning (Put in writing)

#2 Town of Burke reworded Keep the same
use of our Town shell Park.

#3 Keep Open Space

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Jayson Jones

Address: 5337 Reeves Rd.
Madison WI 53718

I wish to speak.

I do not wish to speak.

Comments:

Commercial Developments questions

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: LEN LINZMEIER

Address: 3760 Redburn Road Wau
Madison Wis 53718

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Janie Parfitt

Address: 3351 Riverview Sun Rd
Sun Prairie WI 53590

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Howard Howland

Address: 3229 Oak Lane
SP WI

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Dan Galanos

Address: 3757 Conservancy Estates Ln
Sun Prairie (Burke) WI

I wish to speak.

I do not wish to speak.

Comments:

~~_____~~

We have no desire to be part of Madison.
Burke or Sun Prairie would be fine.

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Pat Becker

Address: 3199 Conservancy Est. Ln.
Sun Prairie, WI 53590

I wish to speak.

I do not wish to speak.

Comments:

I am very dismayed at the prospect of being annexed by the city of Madison. I feel and live as a part of the Burke and Sun Prairie community. We hope to at least stay in the Sun Prairie city boundaries. I feel as if we were not informed in a timely manner of this whole situation and were partly served by our representatives. Burke Conservancy Estatos

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: DAVID BECKER

Address: 3199 Conservancy Estates Lane
Sun Prairie, WI 53590

I wish to speak.

I do not wish to speak.

Comments:

I am apposed to current "Proposed Municipal Boundary" between Sun Prairie and Madison. It should be drawn further south, so as to put the subdivision in which I live, Burke Conservancy Estates, in Sun Prairie. We feel much more a part of Sun Prairie, where, among other things, we do our grocery shopping than Madison. Also, having lived in Madison for 31 years (1973 to 2004), I have no desire to be a part of it again.

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Steve Polishinski
Address: ~~5173~~ 5173 Thorsen RD

I wish to speak.

I do not wish to speak, by Madison.

Comments: IF this is truly a process to receive input from

Burke Residents, and we are simply not pawns in a battle between cities, then my choice is to be annexed by the City of Sun Prairie. Our children attend Sun Prairie schools, our postal address is Sun Prairie, our grocery and ~~department~~ ^{general} stores are in Sun Prairie, and our church is in Sun Prairie.

our phone number is Sun Prairie, I dislike being a pawn and wish to continue to be ~~the~~ part of Sun Prairie. Thank you.

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Christina Williams + Kelli Williams

Address: 5355 Broken Bow Rd
Sun Prairie, WI 53590

I wish to speak.

I do not wish to speak.

Comments:

① We would like to see clarification in the section discussing Transfer of land after 2019. By a board vote. As I understand from Monday's meeting, this language was included to protect the town in the event that neighboring towns choose to transfer prior to 2025. We would like to see this change to clear out transfer of land by 2025 and not before.

② Currently, the Broken Bow neighborhood is slated to go to Madison. As name owners of the house on the Broken Bow Neighborhood, we have always identified ourselves with the City of Sun Prairie. We live, work in shops in Sun Prairie, and our children go to Sun Prairie schools. I would like the City of Sun Prairie to be the one to take care of the Broken Bow neighborhood.

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: BRUCE J REDENZ
Address: 3180 Conservary Est Lane
BURKE CONSERVARY EST

I wish to speak.

I do not wish to speak.

Comments:

VERY STRONGLY OPPOSED.
PRESENTFUL OF THE MANNER
IN WHICH THESE NEGOTIATIONS
TOOK PLACE WITH NO CONSIDERATION
FOR THE WISHS OF RESIDENTS
OF TOWN OF BURKE.

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: RICHARD STEPHEN FORBES SRE and FORBES SRE II
Address: 2937 I VANCE RD 615N
FITCHBURG, WI 53711

I wish to speak. I do not wish to speak.

Comments: ① THE GOVERNMENT HAS NO RIGHT TO TAKE ~~OUR~~
our Very Valuable ~~Private~~ Commercial Property for Parks
AND OPEN SPACE. WITHOUT JUST COMPENSATION:

② IF We are to be annexed to the city
of Sun Prairie in 2025 we would want
access to Sewer and Water AT Signing
of this agreement for good LAND USE PLANNING.
Richard H. Member FORBES SRE AND FORBES SRE II

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Nick and STERN, for FORBES SRE II AND FORBES SRE
Address: 2937 IPRANHOE (6420)
FITCH

I wish to speak.

I do not wish to speak.

Comments:

THE MAP EXHIBIT "8" SHOWS
OUR LAND AS VACANT OR AGRICULTURE
THIS IS INCORRECT AS OUR LAND IS ZONED
C-2 COMMERCIAL AND IS BEING USED
FOR AAA QUALITY AUTO SALES AND
WHOLE REASING RICHARD J. FORBES
MEMBER, FORBES SRE, FORBES SRE II

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: EYEWNE N. BENISCH

Address: 3187 BEEZE DRIVE
SUN PRAIRIE, WI 53590

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Karl E Buschmann

Address: 4401 Hoepker rd

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name:

Kim Belder

Address:

4595 Dennis Drive
Town of Burke

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: ROX WACHTENBERG
Address: 2 East Mylin St # 800 Madison

I wish to speak I do not wish to speak.

Comments:

Re: Report Madison Area
to Excavate and
Install

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name:

Christie Legler

Address:

3244 Rising Sun Rd
Sun Prairie, WI

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name:

DENNIS LeBel

Address:

3244 RISING SUN RD

SUN PRAIRIE, WI 53590

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Howie & Deborah

Address: 5248 Pomeroyton Place
Van Prairie IL 53596

I wish to speak.

I do not wish to speak.

Comments:

I wish to request that the Burke
Conveyance Estate be transferred to Van Prairie
after the potential Revised Plan is returned
rather than the City of Madison.

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Patricia Community Abnerd
Address: Nelson + Reine Rd 110 Acres -

I wish to speak

I do not wish to speak.

Comments:

Support Asunderment plan that
Respects Best use of all
land -

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: George Walsh
Address: 5325 Breton Ave Rd
SUN PRAIRIE, WI 53590

I wish to speak.

I do not wish to speak.

Comments:

Written submission

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name:

George T. Dalglish

Address:

*5415 X BROAD
SUN PRAIRIE WI 53599*

I wish to speak.

I do not wish to speak.

Comments: *WRITTEN SUBMISSION*

PUBLIC COMMENT ON TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE
AND CITY OF MADISON COOPERATIVE PLAN AT JOINT PUBLIC HEARING, AUG. 10, 2006

Name: Kelly Frauley
Address: 4084 Mueller Road
DeForest, WI 53532

I wish to speak.

I do not wish to speak.

Comments:

8/22/06

RECEIVED

AUG 28 2006

BY:

To: Town of Burke Board Members

From: Steve Postler, Resident, Town of Burke
3251 Rising Sun Rd.
Sun Prairie, WI 53590
(608) 825 6699

Purpose: Comments on Proposed Boundary Agreement

I have reviewed the proposed boundary agreement. My comments follow:

- ① The multiple dates for various aspects of the plan to take effect bother me.
- ② Please pick one date and go with it. If the date you pick is 1/1/2019, fine, but make sure all aspects of the plan kick in and/or take effect on that date.
- ③ I believe the multiple dates in the proposed boundary agreement will reduce the value of my property during the term of the boundary agreement, and make it harder to sell my house if I choose to do so.

Sincerely,
Steven R. Postler
[Signature]

Jayne Galanos Wedding Planner

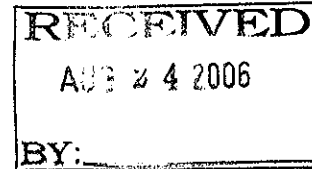
3207 Conservancy Estates Lane | Sun Prairie, WI 53590
608-225-1093 | jayne@beyondelegantevents.com



August 22, 2006

Amy Volkmann
Town Administrator/Clerk/Treasurer
Towne of Burke
5365 Reiner Road
Madison, WI 53718

Bradley J Murphy
Planning Unit Director
City of Madison
Room LL-100
210 Martin Luther King, Jr Blvd.
Madison, WI 53703



Patrick Cannon
City Administrator
City of Sun Prairie
300 East Main Street
Sun Prairie, WI 53590

JoAnn Miller
Village Administrator
Village of DeForest
306 DeForest Street
DeForest, WI 53532

Dear Sir or Madam:

For three years now we have been happy residents of the Town of Burke. After living in the City of Madison for the previous twenty-eight years I am thankful to say that the services we receive from the Town of Burke are far superior to anything the City of Madison had to offer. Our park is well kept. Our streets are plowed quickly and completely in the winter. Our trash service is top-notch. Our Town Building Inspector and Assessor are pleasant to deal with. In fact we've found that usually our entire Town very easy to deal with. They've even managed to deliver all of these services while keeping our property taxes affordable. We are happy to be here.

When we purchased our lot in 2003 in Burke Conservancy Estates and built our home here we did extensive research as we knew the day would come when the Town of Burke would cease to exist. We found that we had a Sun Prairie mailing address and were part of the Sun Prairie School District. We found that the land we were on and the surrounding land fell into the City of Sun Prairie's extraterritorial jurisdiction. Our country neighborhood closely resembles the areas that already surround Sun Prairie. Representatives from the Town confirmed that the plan was to one day annex our neighborhood into the City of Sun Prairie. We happily embraced Sun Prairie as our community. We shop in Sun Prairie. We bank in Sun Prairie. We eat in Sun Prairie. We attend festivals and events in Sun Prairie. Our parents moved to Sun Prairie to be closer to us. Our small business is part of Sun Prairie. Our beliefs and values seem closely aligned to those of the people of Sun Prairie.

Recently it was brought to our attention that the Town of Burke began the process of negotiating a long term boundary agreement with the City of Madison, City of Sun Prairie, and the Village of DeForest. This process began as early as the Fall of 2005. During this process our neighborhood and the surrounding areas were somehow negotiated away to eventually become part of the City of Madison. The process was carried out and the fate of our neighborhood was decided without

Jayme Galanos Wedding Planner

3207 Conservancy Estates Lane | Sun Prairie, WI 53590

608-225-1093 | jayme@beyondelegantevents.com



anyone ever considering our feelings or desires, much less notifying us that this was even a possibility. We had already been promised to become part of the City of Sun Prairie but that promise may now be broken.

We feel that the Town of Burke has done a very poor job of representing our interests and considering our desires during this negotiation. We recognize that eventually the Town of Burke will cease to exist and having a long term plan in place for a smooth transition is extremely important, and we thank the Town for that vision. Our government representatives, however, failed to even ask our input when considering such a drastic change in choosing the municipality that will eventually serve our neighborhoods. When we contact them to indicate our strong preference to maintain our neighborhood as part of the Sun Prairie community, they tell us that we should contact the City of Sun Prairie directly. We have done that both formally and informally. In fact, over 90% of the households in our neighborhood have signed a petition so that we might be included in the City of Sun Prairie when the Town of Burke ceases to exist. In the end, we feel that the Town of Burke must also now step forward and represent our strong feelings in this matter.

We strongly urge the Town of Burke, the City of Sun Prairie, and the State of Wisconsin to take a moment to consider our neighborhood's desire to continue as part of the Sun Prairie community and eventually become a formal part of the City of Sun Prairie.

Sincerely,

Dean & Jayme Galanos

Residents, Town of Burke, Wisconsin
Owners, Beyond Elegant Events, LLC

**BURKE TRUCK & EQUIPMENT, INC.
& BURKE ELECTRIC**

5337 REINER RD., MADISON, WISCONSIN 53718

888-249-9788 / 608-249-9788 / FAX: 608-837-7530

Web: www.burketruck.com / Email: burke@inxpress.net

8/17/06

RE: boundary agreement

The owners of Burke Truck and Equipment would like to object to several key subjects to the boundary agreement proposed by Town of Burke and City of Madison.

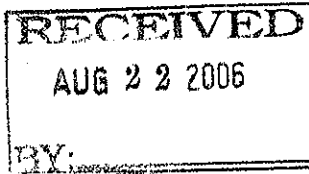
The boundary agreement doesn't allow current commercial zoned businesses to expand conjoined land without being treated as new development. This condition restricts controlled growth for existing commercial businesses in the town for twenty years.

Commercial tax base is key in keeping the town operational as a town for the 20year span. Burke Truck would like to propose language that allows current commercial property owners to expand zoning 40% with conjoined lands without becoming new development and under city rules and regulations.

Burke Truck would like to object to being under its regulations with signage. The town board is fully capable of taking care of the town's signage for twenty years.

Thank you,

Jay Jones &
Justine Mascari



August 16, 2006

To all concerned parties,

We have lived at our address of 6265 Portage Road since 1987. This is at the southern end of the original Token Creek neighborhood in which our house has been a part of since 1924. Our neighborhood has existed before the term subdivision was invented. We have raised our son here and want to stay.

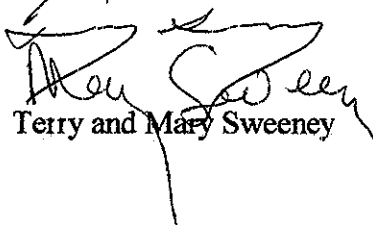
In 1987, we moved from Madison to get away from Madison. Three months ago, we were informed by Amy Volkman, that we would be annexed by Deforest, when the Town of Burke was disbanded. Now she states that Deforest doesn't want Token Creek Park and all of its problems, so our property has most recently been slated to be annexed by Madison. We believe that Deforest would be the best choice. However, the latest proposal has Sun Prairie taking all the original lots in our area, except ours and our neighbor to the South. If an agreement is reached among the parties we ask that the current boundary proposal be amended.

The newest proposal would have four of the five contiguous lots to my property going to Sun Prairie. My northern lot line has been proposed as the new boundary between Madison and Sun Prairie. This is an arbitrary and patently wrong place for the boundary. There is no reason to take an established neighborhood and plan to place it into two different cities in the future. This is our neighborhood. Our issues are this neighborhood issues. We have no idea of if, when, and what sort of development might occur in the future and what it will bring to the open land in our area. We deserve to be allowed to remain a part of our current community. We should be voting on the issues our neighbors vote on. We should have the same government our neighbors have.

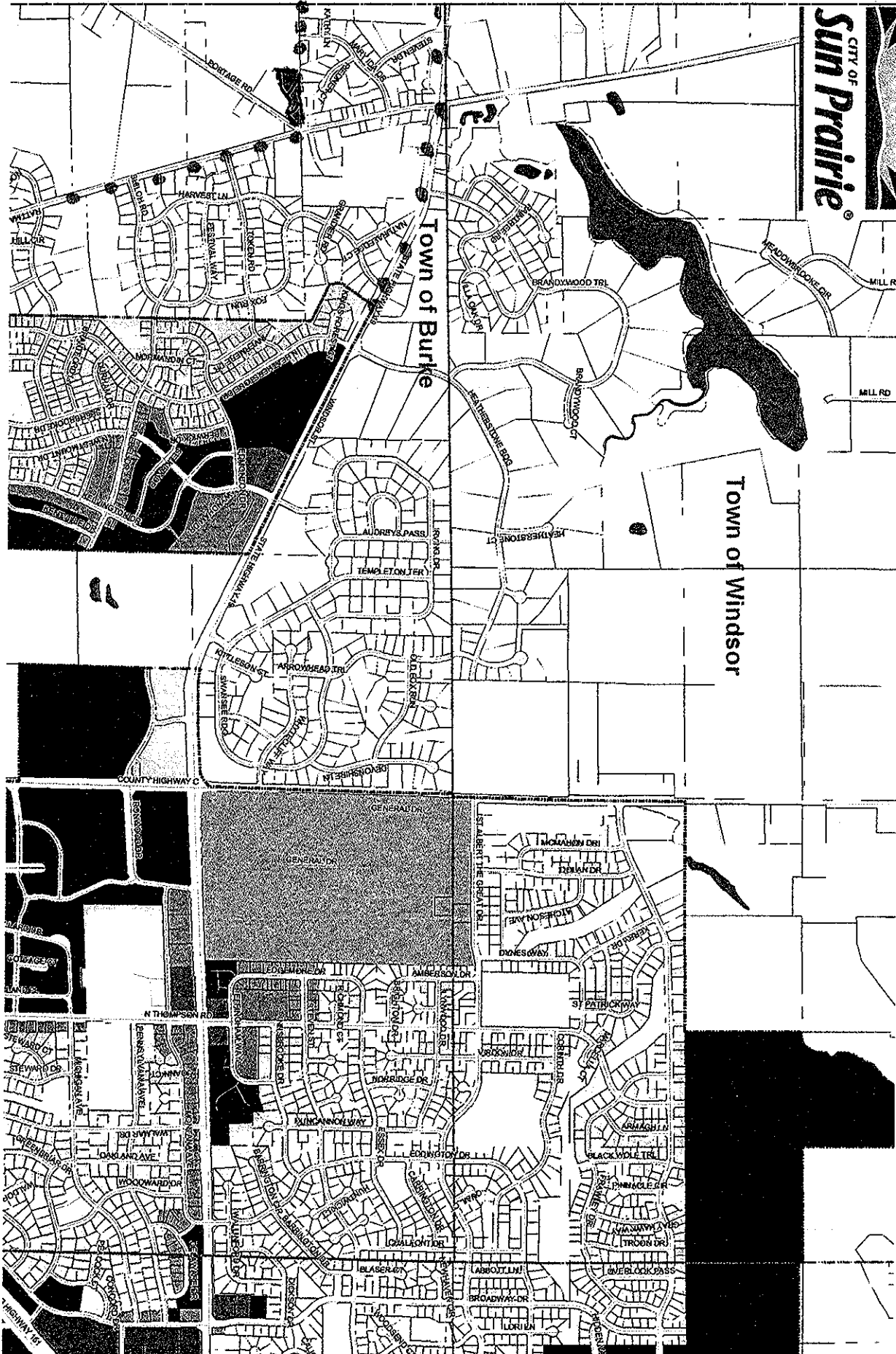
We have RH-1 zoning and will lose that if we are put into Madison. The current zoning allows us to keep one animal per acre. Madison has no such provision. While we have always raised chickens for our own personal enjoyment, the reason we bought this specific property was because we knew the potential for having horses was a huge positive come time for resale of our property. We don't want to loose the RH-1, it will take away our personal enjoyment and a hobby we have had for 19 years. Just as importantly, annexation by the city of Madison, under this plan, will reduce the value of my property by 20% or more without any compensation, whatsoever. This is unjust. Sun Prairie has an equestrian zoning district that would be much fairer to put us in.

So we ask to be placed in Sun Prairie to so we can have the same local government our neighbors have, keep our current equestrian rights and to be able to live as we always have. Considering that the Sun Prairie and Madison line would be on my northern property line, there is no reason that line couldn't be placed on the on our southern property line. By doing so we can keep can keep local control of our government, zoning, our hobbies, and our life.

Thank you,



Terry and Mary Sweeney



Proposed Boundary
C265 PORTAGE ROAD

Kral Deborah A

From: Shepherd, William [William.Shepherd@uscellular.com]
Sent: Monday, August 07, 2006 2:39 PM
To: 'townofburke@netwurx.com'
Cc: 'grichards@mge.com'; 'alschulz@verizon.net'; Kral Deborah A; 'jtd5555@msn.com'
Subject: Cooperative Boundary Agreement Informational Meeting

I thought I would email our comments, we plan to attend the meeting but we will be driving up from Chicago

To the Town of Burke Board

Opportunities that I see with the Town of Burke boundary plan with Deforest, Madison and Sun Prairie

1. After looking at Wis Dept of Administration information on, i.e. annexation, boundary agreements and incorporation. I would rather live in the Village of Burke
- 2) Problems with the Boundary plan in Section 5, part A and part B needs to be consistent, I would like to see
 - a) Move the protected period out to 2050 and include more open land.
 - b) No property in Burke will be transferred before 2025 without holding a referendum so the Town residents should vote on it - unless the property owner wants to be annexed
 I would like to see part of the sale of that property income be given to the Town of Burke
 If they are going to profit, then the town should also profit. This shouldn't be left up to the Board alone to decide when this Township can be dissolved.
- 3) Problems in Section 12, Special Assessment Procedures, it says Madison can levy a special assessment against a parcel for public improvements before my property is ever transferred to Madison. And if the Department of Administration does not approve the Town Board is giving this blanket approval of all these levies in this plan - The Town Board states they will approve all the special assessments by separate resolution anyway.

Part B5 says that Madison can assess my property for roads, curb, gutter, sidewalks, street lights, street, traffic signals, drainage, sewer mains and interceptors and water mains at any time prior to the transfer of my property to the City - before my property is ever even transferred to Madison AND there is no dollar limit or time limit mentioned.

It also says that if I don't pay for all of this right away - that I will be charged more money when I do pay because they will charge me at the current rate on the date my property is transferred to Madison - not what it actually cost to do it when they put it in

If I sell my home which was built in 2005, I will have to tell the buyer that they can expect all of these special assessments at any time and there is no dollar limit to what it will cost. This will make it virtually impossible to sell my home or will cost me 10's of thousands of dollars if not more in lost value of my home. If I don't sell my home, again this will cost me 10's of thousands of dollars if not more in cost of special assessments that will cause hardship since we will be in our golden years of retirement. For the other folks in my neighborhood and surrounding neighborhoods, they will face the same costs, these folks will be on a fixed incomes, will place a burden to the families that have a mortgage, hardship for the families trying to pay for higher education for their children. For your income taxes, you can't deduct special assessments on your property that are new and added value to your property, side walk, curb and gutter, storm sewer, sanitary sewer and water.

I took this off the 2005 IRS document for Schedules A & B

" Charges for improvements that tend to increase the value of your property (for example, an assessment to build a new sidewalk)."

There is no mention about current well or septic, what happens to them
There is also landscaping cost if your yard is taken apart for these improvements.
Since we have no dollar cost in this agreement, has anyone thought of the normal rate of inflation, \$1000 today will be worth \$500 in 2025. I will also say that a lot of companies have not even given cost of inflation adjustments to our salaries.

If the city or villages wants to take property from the township, they should be able to absorb the cost of the adding the new infrastructure into the existing neighborhoods that are transferred over to them.

Bill Shepherd
Deb Kral
3238 Conservancy Est Ln
Sun Prairie, WI 53590
608-834-1917

8-16-06

To the town of Burke:

Let it be known that the parties listed below want to maintain their residency within the jurisdiction of the village of Deforest.

David & Cindy Krivanek
6093 Danielle Rd.
Deforest, WI 53532

Melvin Stegmann 6101 Danielle Rd Deforest

Mark Stegmann 6097 Danielle Rd Deforest

Eugene M. Jand 6089 DANIELLE RD DEFORREST

Dan Stegmann 6100 Danielle Rd Deforest

August 9, 2006

Board Members
Township of Burke

RE: Township of Burke/City of Sun Prairie Boundary Agreement

Dear Sirs/Madams:

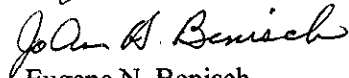
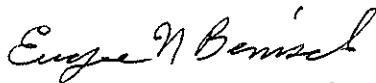
We are homeowners in the Township of Burke. We have owned our home in the township for the past 36 years. The Township of Burke is our municipality, but we consider Sun Prairie our home.

Our address and telephone number are Sun Prairie. Our daughter attended school all 13 years in Sun Prairie. We have supported Sun Prairie school organizations such as the Sound, Friends of the Choir, and Drama Club. We have worked at Sun Prairie's Corn Fest. We have supported the Fire Department in many ways. Our church is in Sun Prairie. We have been employed in Sun Prairie. We shop in Sun Prairie.

In 2002, we understood that Burke and Sun Prairie had approved a boundary agreement that included our home in a future city annexation.

Sun Prairie has been our home for 36 years. We are fighting to keep Sun Prairie as our home by being annexed to the City of Sun Prairie. We ask that you will also fight to ensure that we are included as part of the Sun Prairie community.

Sincerely,



Eugene N. Benisch
JoAnn H. Benisch
3187 Breeze Drive
Sun Prairie, WI 53590

RECEIVED

AUG 29 2006

TOWN OF BURKE

BY: *[Signature]*

PETITION

We, the undersigned, would like to petition the Village of Deforest to include our properties into their municipal boundaries when the Town of Burke is dissolved.

| NAME | ADDRESS | SIGNATURE | DATE |
|------------------------------|----------------------------------|------------------------------|----------------|
| <i>Timothy J Becker</i> | <i>4404 Buckley Rd Deforest</i> | <i>Timothy Becker</i> | <i>8-18-06</i> |
| <i>Mary Buckley</i> | <i>4298 Buckley Rd. DeForest</i> | <i>Mary Buckley</i> | <i>8/18/06</i> |
| <i>Luille Mary</i> | <i>4313 Buckley Rd. DeForest</i> | <i>Luille Mary</i> | <i>8/18/06</i> |
| <i>John F. Becker</i> | <i>4508 Buckley Rd. Deforest</i> | <i>John F. Becker</i> | <i>8-18-06</i> |
| <i>Lucy Fritz</i> | <i>5887 CTH CV Madison</i> | <i>Lucy Fritz</i> | <i>8/8/06</i> |
| <i>Chris Brown</i> | <i>5905 Hwy CV, madison, WI</i> | <i>Chris</i> | <i>8-25-06</i> |
| <i>M. Jeanne Naultay</i> | <i>5897 Hwy CV Madison</i> | <i>M. Jeanne Naultay</i> | <i>5-3-06</i> |
| <i>D. Ze</i> | <i>4402 Hepler Rd Madison</i> | <i>D. Ze</i> | <i>5-3-06</i> |
| <i>[Signature]</i> | <i>5826 HWY CV Madison</i> | <i>[Signature]</i> | <i>8/27/06</i> |
| <i>Steve & Patti Cep</i> | <i>5834 Hwy CV Madison</i> | <i>Steve & Patti Cep</i> | <i>8/21/06</i> |

I, Elizabeth Becker, personally circulated this petition and verify that the signatures are valid.

NAME

ADDRESS

SIGNATURE

DATE

Jack Hall 5865 Cty CV, Madison Jack L. Hall 8/25/06

Katrina Naumann 5813 Ctry Rd CV Madison Katrina Naumann 8/27/06

David Gall 5878 Hwy CV Madison David Gall 8/27/06

Jahleki 5814 Hwy CV Madison Jahleki 8/27/06

Mark Kroll 5886 Hwy CV Madison, WI Mark Kroll 8/27/06

Karl E Buschmann 4401 Hoepker rd madison WI 27 August 06
+ SOK SUN Karl E Buschmann
Sh L. Bern 8-27-06

THOMAS L. BERLMAN 4375 HOEPKER RD. MADISON WI 53704

Lavern Nelson 4375 Hoepker Rd Lavern Nelson
Madison Wis

**TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE AND
CITY OF MADISON COPPERATIVE PLAN
(Based off Draft copy dated July 25, 2006)**

PUBLIC COMMENT

1. Section 4 (G) – Alternatives Considered

This second paragraph indicates “The Town is served by 3 (should be three) different school districts, and many property owners identify with the principal municipality served by their individual school district. Transfer of the Town to the Village, Sun Prairie and Madison is compatible with current school district boundaries.”

Problem – This is not a true statement. The plan does not transfer the Town in accordance with the current school district boundaries. There are areas of the Town in the Sun Prairie school district that are proposed to go to the City of Madison.

2. Section 5 (A) – Term

The document indicates the “transition date” will be October 26, 2025.

Problem – Why would the Town want to dissolve in less than 20 years? Could the City of Madison handle the entire remaining Town at that time? The City of Madison will be acquiring the Town of Madison and the Town of Blooming Grove (in October 2007). Town residents strongly believe that the City of Madison does not have the resources or capital to be able to provide basic services to all of these newly acquired areas that were acquired in such a short span of time. But, most of all, why should the Town of Burke dissolve two years before the Town of Blooming Grove when they signed their agreement one and a half years before the Town of Burke’s would potentially be signed. Many Town residents would like to see the Town of Burke remain, but the boundary agreement seems inevitable, then let’s at least stay longer than Blooming Grove and let Madison struggle with taking them in first. We suggest using a transition date that is 25 years after the date the document is signed.

3. Section 5 (B) – Early Termination of Protected Period

The document indicates “On or after January 1, 2019, Burke may, upon a 4/5 vote of the Town Board, elect to have all of the territory remaining in Burke become part of Deforest, Madison, and/or Sun Prairie as provided herein upon at least fifteen months’ written notice....”

Problem – Why would the Town need to terminate earlier? The document has established “Protected Areas” within the town that cannot transfer out of the Town until the transition date. The protected areas were established so the Town will be able to sustain itself with only those areas left. There is no reason to terminate early if the Town maintains the protected areas. This part of the plan should be removed. If it can not be removed, we suggest changing the language

to have the decision put up for a referendum vote, not leaving the fate of many businesses and residents up to five people.

4. Section 5 (B) – Early Termination of Protected Period

The document states that the early termination period may be on or after January 1, 2019.

Problem – This date is the exact date used in the Town of Blooming Grove boundary agreement with the City of Madison. Again, I reiterate we do not want to go the City of Madison at the same time as the Town of Blooming Grove. This is only 12 years away. The Town of Burke has been around for a long time. Why would we want to even have the possibility of being dissolved in twelve years? That is not what the majority of the residents would want. Why would the parties involved complete this boundary agreement if the Town would terminate in 12 years? We might as well go without the agreement; the Town has a better chance of surviving longer than twelve years without the boundary agreement in place.

5. Section 17 – Job Continuity for Town Employees

The table included in this draft document is not clear as to what it is paying out for severance payments – there are no numbers in the column indicating the amount of months or years of severance pay.

Problem – This table needs to be accurate and understandable. The severance payment portion of this section should not be payable if an early termination period is acted upon. This would allow Town employees to influence voting members to act on the early termination of the Town in order to collect severance pay.

6. Exhibit 3 – Proposed Transfer of Municipal Lands

The current map (in draft document dated July 25, 2006) had Burke Conservancy Estates subdivision (off the corner of Burke Road and Thorson) being transferred to the City of Madison.

Problem - This subdivision contains 63 residential lots averaging $\frac{3}{4}$ to 1 acre in size. This neighborhood was developed in 2000, with all of the lots being sold prior to January 2005, which is the date of the last published planning map (on the City of Madison's web page) showing Burke Conservancy Estates as a future annexation to the City of Sun Prairie. Every property owner in Burke Conservancy Estates is the victim of misrepresentation. As a resident of this subdivision, and speaking on behalf of over 90% of the property owners who have signed a petition to become part of the City of Sun Prairie, **we do not want to become part of the City of Madison.** Had we wanted to live in Madison, we would have moved to Madison -- or an area soon to become Madison. Each property owner acted according to the most relevant published information available at the time. And, as recently as January of 2005, that information gave us the undeniable impression that our neighborhood would someday be a part of the City of Sun Prairie. We have no desire to become part of Madison. We are residents of Sun Prairie as our address states. Our children go to school and

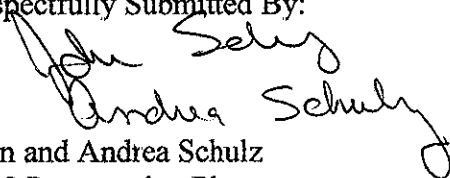
preschool there, we shop there, our churches, health clubs, recreational activities, and community organizations are all in the City of Sun Prairie. That is our home. Becoming part of the City of Madison will not only affect our pocketbooks, but our lifestyles. We have made large investments in our properties under the assumption that we are part of the Sun Prairie; please don't force us to abandon our community.

7. Exhibit 3 -- Proposed Transfer of Municipal Lands

The current map (in draft document dated July 25, 2006) has the industrial area by the Token Creek water Tower (Hwy 51 and the interstate) as being transferred to the City of Madison. The Town of Burke map at the July 12, 2006 public meeting had that area being transferred to the Village of DeForest.

Problem – Why did this change? This area has been a part of the Village of DeForest for years, using DeForest as their address, etc. This area is served by the Token Creek Sanitary District, which is owned by the Village of DeForest. Why would this area need to become part of the City of Madison? This would also create an island in the City of Madison for the Token Creek water tower land area, which is currently owned by the Village of DeForest.

Respectfully Submitted By:

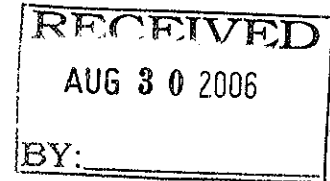


John and Andrea Schulz
5218 Preservation Place
Sun Prairie, WI 53590

Lot 45, Burke Conservancy Estates

August 30, 2006

Hello. I'm sending this email regarding the proposed boundary agreement between the Town of Burke and the Cities of Madison & Sun Prairie and the Village of De Forest. I own two homes on Portage Road in the Town of Burke and am very concerned regarding this boundary agreement. The area of my two homes lies within the proposed annexation by the City of Madison. This area would be much better suited for annexation by the Village of De Forest. I am extremely disappointed with this boundary agreement and do not feel that the City of Madison will serve the needs of this area well. Thanks for reading this email. ~Julie Haag-Heisig



Richard C. Yde
Government Law Team Leader
ryde@staffordlaw.com
608 259 2639

August 30, 2006

BY EMAIL AND U.S. MAIL

Diane Hermann-Brown, City Clerk
City of Sun Prairie
300 East Main Street
Sun Prairie, WI 53590

Maribeth Witzel-Behl, Interim City Clerk
City of Madison
210 Martin Luther King, Jr. Blvd., Room 103
Madison, WI 53703

Re: Town of Burke, Village of De Forest, City of Sun Prairie and
City of Madison Cooperative Plan

Dear Ms Hermann-Brown and Ms. Witzel-Behl:

I write on behalf of Forbes SRE LLC and Forbes SRE 2 LLC who own property bordering Highway 151 on the west and Reiner road on the east (identified as Area C in the existing agreement between the Town of Burke and City of Sun Prairie). Our primary concern is with the proposed designation of a large portion of the property, including one entire parcel, as open space.

Section 18.F and Exhibits 20 and 21 of the proposed plan would prohibit development on the western portion of the Forbes property and further restrict development on an additional portion of the property for the ostensible purpose of maintaining community separation. The proposed restrictions are unfair, unreasonable and generally a bad idea.

The property is zoned commercial, is serviceable with sewer and water and is directly adjacent to other developed land to the north. From an economic, environmental and planning perspective, prohibiting development of the Forbes property makes no sense. The portion of the property along Highway 151 is the part that would generate the most income

August 30, 2006

Page 2

and the most tax revenue for the community. The area along the highway is not prime environmental area for preservation. The communities should want to promote compact, sewerred development adjacent to other development to discourage sprawl. Finally, in the Highway 151 corridor, the City of Madison has already assured an open space separation between the cities by purchasing land and entering into contracts with land owners west and south of the Forbes property. Moreover, because of the commercial building already on the property, inclusion of the Forbes property will not contribute to the appearance of separation.

It is neither fair nor consistent with law to prohibit all economically viable use of the Forbes property. At the time of development, the owners will enter into agreements to provide for preservation of wetlands and other open space in accordance with standard development requirements. If the communities want the Forbes property to be open space, it should be purchased as was the other property around it.

As a secondary concern, we oppose provisions that add review or approval authority of entities other than the Town and Sun Prairie over development of the Forbes property. The property is in the Town of Burke and will eventually be in the City of Sun Prairie. Adding review or approval by the City of Madison unnecessarily complicates development and potentially increases the time and expense.

We would appreciate an opportunity to meet with the appropriate persons to discuss our concerns before the plan is finalized and adopted as provided in Wis. Stat. § 66.0307(4)(d).

Very truly yours,



Richard C. Yde

RCY:kps

cc: Richard Stern
Brad Murphy
James Voss
Scott Kugler
Burke Town Clerk
De Forest Village Clerk
Ron Trachtenberg
Michael Lawton

MURPHY DESMOND ^{SC}

L A W Y E R S

Manchester Place
2 East Mifflin Street, Suite 800
Madison, Wisconsin 53703-4217

Mailing Address:
P.O. Box 2038
Madison, Wisconsin 53701-2038

Telephone (608) 257-7181
www.murphydesmond.com

Ronald M. Trachtenberg
Direct Line (608) 268-5575
Facsimile (608) 257-2508
rtrachtenberg@murphydesmond.com

30 August 2006

VIA U.S. MAIL AND EMAIL

clerk@cityofmadison.com

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

VIA U.S. MAIL AND EMAIL

dhermann@cityofsunprairie.com

City Clerk
City of Sun Prairie
Municipal Building
300 East Main Street
Sun Prairie, WI 53590

VIA U.S. MAIL AND EMAIL

leggettl@vi.deforest.wi.us

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

VIA U.S. MAIL AND EMAIL

townofburk@globaldialog.com

Town Clerk
Town of Burke
5365 Reiner Road
Madison, WI 53718

Re: Town of Burke, Village of DeForest, City of Sun Prairie
and City of Madison Cooperative Plan

Dear Clerks:

We are the attorneys for Madison Crushing & Excavating, Inc., the owner of land within the territory that would be affected by the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan.

At the public hearing on the Cooperative Plan held on Thursday, August 10, 2006, we submitted a written statement and read that written statement into the record on behalf of Madison Crushing & Excavating, Inc. We herewith reincorporate that statement into this letter. In addition, you either have received today or shortly will be receiving today a letter and revised area map (Open Space Corridor Plan) from Graef, Anhalt, Schloemer & Associates, Inc. (GASAI) on behalf of Pathway Community Church, Forbes SRE, Ltd., and Madison Crushing & Excavating, Inc., which letter and map we also reincorporate into this letter by reference.

As previously stated, we believe that the open space designation over the bulk of the lands owned by Madison Crushing & Excavating, Inc., unless purchased by a public entity at fair market value, constitutes a take. In addition, likewise, we believe that same would constitute an illegal impact fee upon Madison Crushing & Excavating, Inc. Furthermore, it

30 August 2006

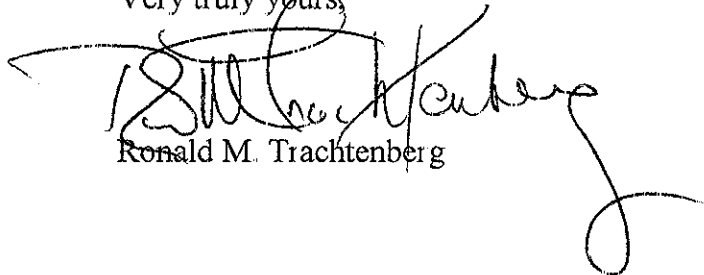
Page 2

appears to us that the boundary line bisecting the Madison Crushing & Excavating, Inc. lands is arbitrary and capricious in that the Plan does not provide any analysis of public utility serviceability (especially sanitary sewer) by the municipality in which the land has been designated to be attached to. Either there needs to be such an analysis with the land placed in the municipality that the land can be serviced by or, alternatively, there needs to be a provision for provision of public utilities across municipal boundaries in order that all of the developable land of Madison Crushing & Excavating, Inc. can be served.

We would welcome discussions with the four municipalities which are party to the boundary agreement (or at least with the affected two, that being the Cities of Madison and Sun Prairie), prior to the draft Cooperative Plan being submitted to the State of Wisconsin Department of Administration in order that hopefully the foregoing issues can be addressed in a mutually satisfactory way. While those discussions can include all three property owners as set forth in the GASAI letter, those being Pathway Community Church, Forbes, SRE, Ltd., and Madison Crushing & Excavating, Inc., (noting that Pathway Community Church has a purchase option on the Howard M. Field property), we believe that any discussions including the Madison Crushing & Excavating, Inc. property should include representatives from the Pathway Community Church as those two properties (including the optioned Howard M. Field property) are contiguous.

We look forward to the aforementioned discussions

Very truly yours,



Ronald M. Trachtenberg

RMT:sip

061708

clerks jt 083006

cc: City of Madison

Attn.: Asst. City Atty. James Voss VIA U.S. MAIL & EMAIL jvoss@cityofmadison.com

Attn.: Mr. Brad Murphy VIA U.S. MAIL & EMAIL bmurphy@cityofmadison.com

City of Sun Prairie

Attn: Mr. Scott Kugler VIA U.S. MAIL & EMAIL skugler@cityofsunprairie.com

Attorney Michael J. Lawton VIA U.S. MAIL & EMAIL mlawton@lathropclark.com

Attorney Richard C. Yde VIA U.S. MAIL & EMAIL ryde@staffordlaw.com

Graef, Anhalt, Schloemer & Associates, Inc.

Attn.: Mr. Duane Gau VIA U.S. MAIL & EMAIL Duane.A.Gau@GASAI.com

Madison Crushing & Excavating, Inc.

Attn.: Mr. William Ziegler VIA EMAIL ONLY billz@madisoncrushing.com



**Graef, Anhalt, Schloemer
& Associates, Inc.**

Engineers & Scientists

Milwaukee Chicago Green Bay
Madison Naples Quad Cities

McAllen Office Suites
5126 West Terrace Drive, Suite 111
Madison, Wisconsin 53718-8343
Telephone (608) 242-1550 • FAX (608) 242-0787
www.gasai.com

August 30, 2006

City of Sun Prairie
City Clerk, Diane Hermann-Brown
300 East Main Street
Sun Prairie, WI 53590

City of Madison
Interim City Clerk, Maribeth Witzel-Behl
210 Martin Luther King Jr Blvd
Madison, WI 53703

Subject: Town of Burke, Village of DeForest, City of Sun Prairie & Madison Cooperative Plan July 2006
Version - Revisions to Proposed Open Space Corridor

Dear Mrs. Hermann-Brown and Witzel-Behl

Graef, Anhalt, Schloemer & Associates, Inc. (GASAI) has been retained by Pathway Community Church, Forbes, SRE, LTD and Madison Crushing & Excavating Co., Inc. (CLIENTS) to review the proposed Open Space Corridor Plan July 2006 version. Our task was to research property ownership within the general study area, review available mapping to define areas that are not suitable for development and prepare an exhibit for presentation to the various units of government

For our above CLIENTS we have prepared a revised Open Space Corridor Plan (enclosed) that reflects their desire for revisions to the July 2006 draft version. As part of our review effort, we evaluated the proposed Madison and Sun Prairie city limit line against existing topography and the potential for providing utility services to the various properties. Some of the property under review seems fairly straight-forward as to where utility service will come from. Other areas are not quite so clear. Our recommendations to our clients regarding City limits and developable areas are as follows:

- Pathway Community Church forty acres (40) and Howard M Field thirty two (32) property (option to purchase by Pathway Community Church) should reside in the City of Madison with no open space corridor designation. This client and Mr. Field desire to go to Madison is based on utilities being provided by Madison.
- Forbes, SRE, LTD fifty eight (58) acres should reside in Sun Prairie with no open space corridor designation. This client desire to go to Sun Prairie is based on utilities being provided by Sun Prairie
- Madison Crushing & Excavating Co, Inc. property could potentially reside in either Sun Prairie or Madison, in terms of utility service with the un-developable lands being in the revised open space corridor plan (enclosed). This quarry property will drastically change contours and flow direction according to the final reclamation plan on file dated August 26, 2003. With these changes it appears that lands located south and east of Madison Crushing & Excavation Co. Inc. could be served by either municipality, but further detailed study is really required for a final determination. We would note that Municipal boundary lines need not follow the sanitary sewer service lines. Another factor to consider for this area is where the neighboring residential developments will request annexation, and the desirability of maintaining these adjacent areas as a single neighborhood within one community

2006-5029 00



**Graef, Anhalt, Schloemer
& Associates, Inc.**
Engineers & Scientists

Milwaukee Chicago Green Bay
Madison Naples Quad Cities

If you have any question, please contact me at (608) 245-1961

Sincerely,

**GRAEF, ANHALT, SCHLOEMER
& Associates, Inc.**

Mark Lillegard, P E.
Project Manager

Amy Volkmann, Administrator/Clerk, Town of Burke
LuAnn Leggett, Clerk, Village of DeForest
Scott Kugler, Department of Planning and Development, City of Sun Prairie
James Voss, Asst. City Atty , Office of the City Attorney, City of Madison
Brad Murphy, Planning Unit Director, Department of Planning and Development, City of Madison
Atty Mike Lawton
Atty Ronald M Trachtenberg
Atty Dick Yde



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Kenneth B. Axe
David E. Rohrer
Frank C. Sutherland
Paul A. Johnson
Shana R. Lewis
Joanne Harmon Curry

Stephen J. Roe
David P. Weller
Richard F. Versteegen
Christopher J. Hussin
Josh C. Kopp
Todd J. Hepler
Carrie M. Benedon

Shelley J. Safer
Of Counsel

James F. Clark
(1920-2002)

*Admitted in Virginia and
Washington D.C.

August 30, 2006

John C. Frank
Direct Telephone: (608) 635-4324

Amy Volkmann
Town Administrator/Clerk/Treasurer
5365 Reiner Road
Madison, WI 53718

Bradley J. Murphy
Planning Unit Director
Room LL100
Madison Municipal Building
Madison, WI 53703

Re: Town of Burke, Village of DeForest, City of Sun Prairie and
City of Madison Cooperative Plan

Dear Ms. Volkmann and Mr. Murphy:

We represent Raymond and Lorraine Zeier, Dennis and Deborah Zeier, and Zeier Plastic & Mfg., Inc. We are writing on their behalf in response to the invitation for comments on the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan (hereinafter "Cooperative Plan").

Our clients own property presently a town island as part of the Town of Burke surrounded by the City of Madison. The property owned by our clients is identified on a copy of Exhibit 3 to the Comprehensive Plan enclosed with this letter.

Our clients acknowledge and anticipate that the land owned by them will be annexed to the City of Madison at some future date.

As noted in Exhibit 8 to the Cooperative Plan, a copy of which is enclosed, the present use of our clients' property is residential and industrial. In contrast, in Volume II, Map 2-

Amy Volkmann
Bradley J. Murphy
Page 2
August 30, 2006

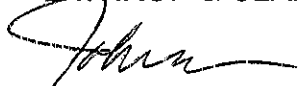
1 (Generalized Future Land Use Plan) of the City of Madison Comprehensive Plan (copy enclosed) our clients' land is shown in an "E" Employment District. A review of the description of the Employment Land Use District as described in the City of Madison Comprehensive Plan is inconsistent with its present use. Indeed, in the City's Comprehensive Plan only a small portion of our clients' land is located adjacent to another employment district lying West of US Highway 51 and Southwest of our clients' property. The concern that we have in connection with the City's Comprehensive Plan is that the annexation will occur resulting in a nonconforming use under anticipated City of Madison zoning. Both the residential improvements and the industrial/manufacturing improvements located on our clients' property have a significant remaining useful life.

Because of the anticipated annexation to the City of Madison, we believe that the City of Madison Comprehensive Plan for the property be reexamined to accommodate the existing use. Alternatively, in the event that the City believes that it is not possible to accommodate the existing use, we suggest designating our clients' lands as part of the General Commercial ("GC") District which adjoins their property to the South. We believe that the size and the nature of our clients' property and the separation resulting from US Highway 51 (Stoughton Road) from the Employment District lying West of the highway make the alternative request for this review a reasonable one.

We thank you for your review and consideration of this matter.

Very truly yours,

LATHROP & CLARK LLP



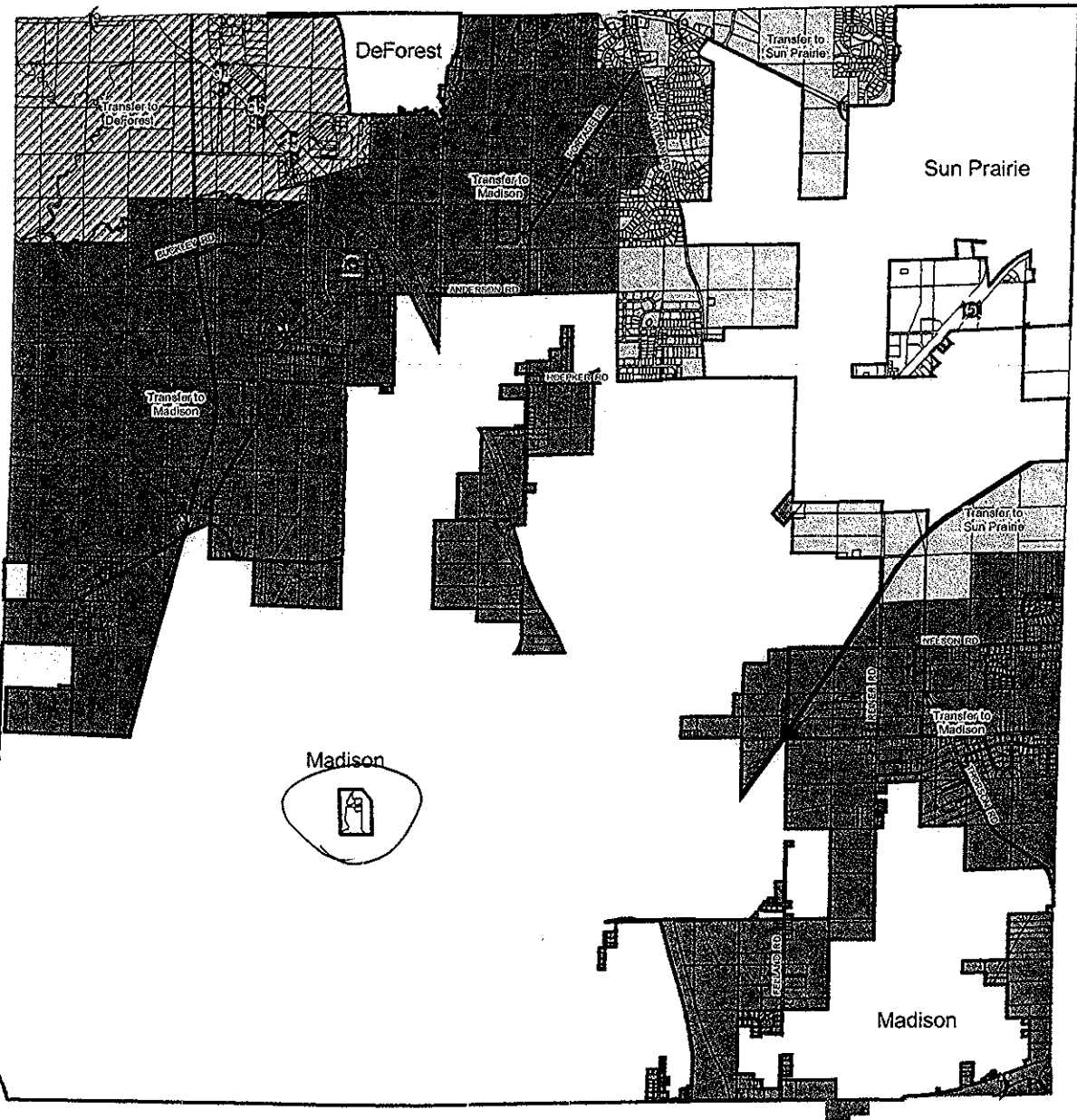
John C. Frank

JCF:jn

Enclosures: Exhibit 3
Exhibit 8

Town of Burke
Dane County, Wisconsin

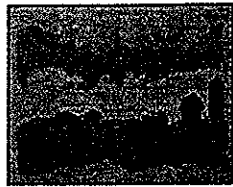
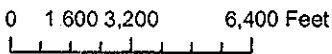
Exhibit # 3
Proposed Transfer of
Municipal Lands



Legend

- Town of Burke Parcels
- Municipal Transfer**
- DeForest
- Madison
- Sun Prairie
- Municipal Boundary

Sources:
- Base map data provided by Dane County
- Parcel publication date 2005
- Orthophoto publication date 2000



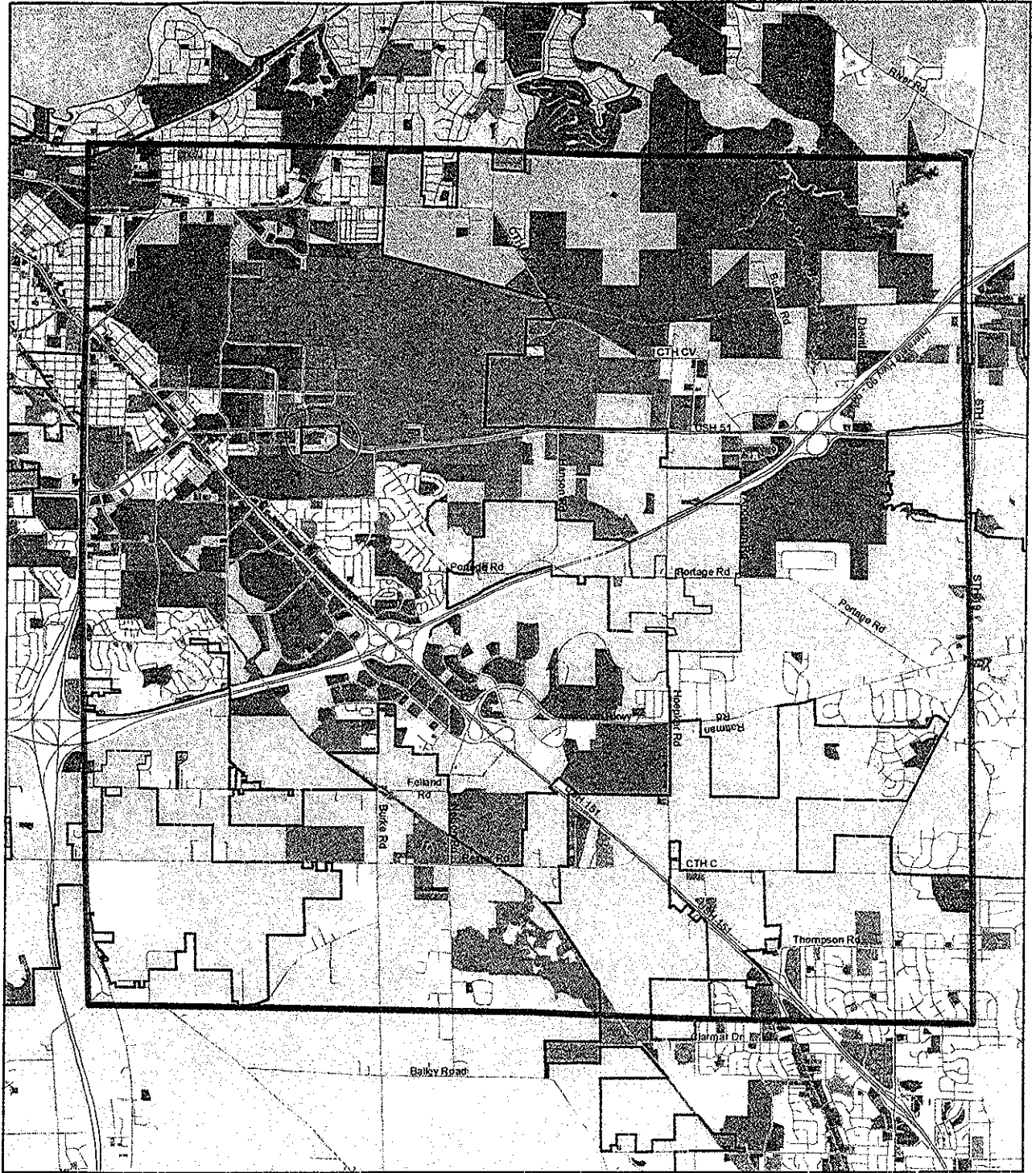


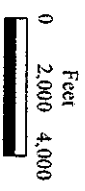
Exhibit 8 Current Land Use

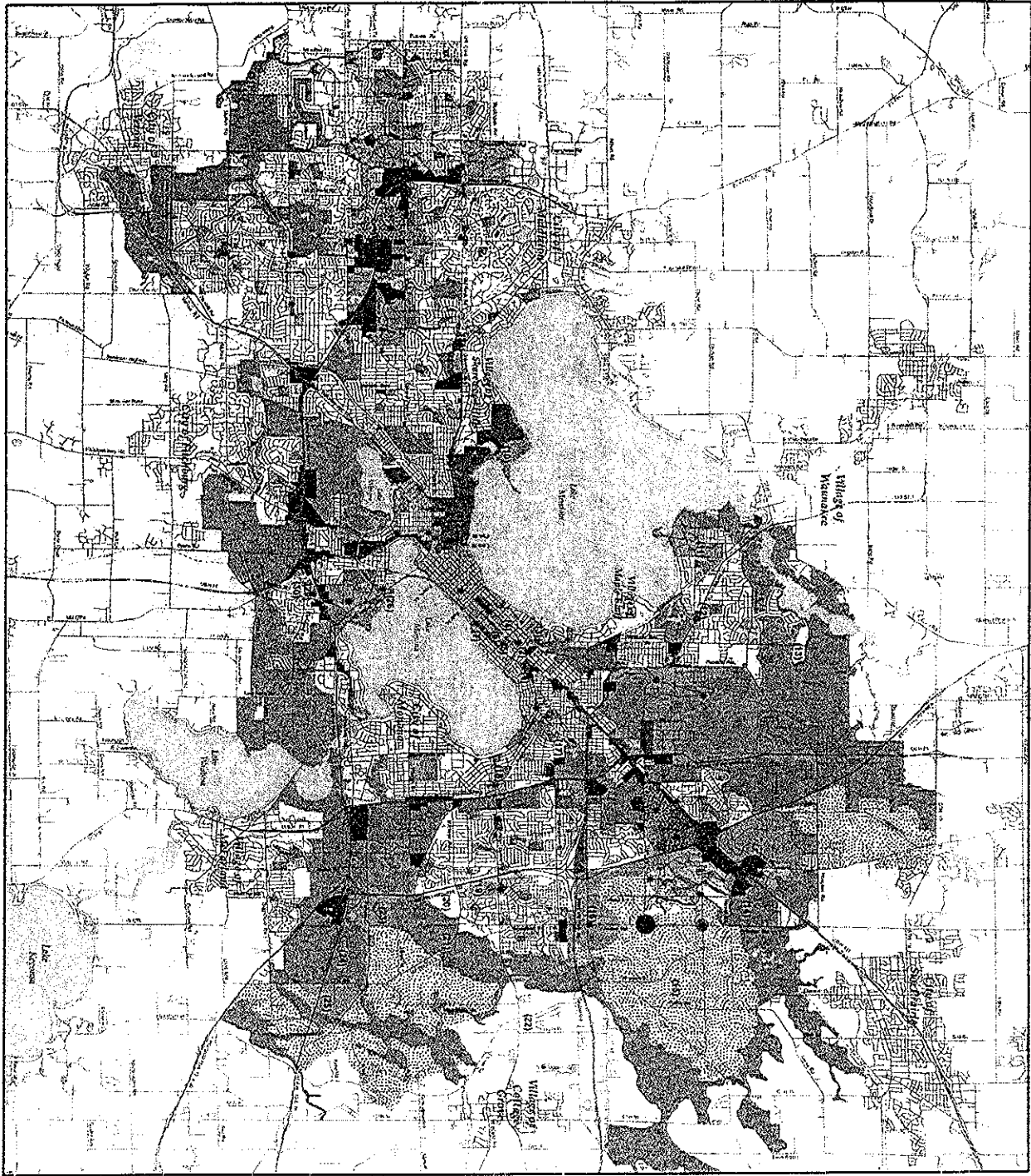
DRAFT

Town of Burke
 Village of DeForest
 City of Sun Prairie and
 City of Madison
 Cooperative Plan

- Town of Burke
- Municipal Boundary Lines
- Land Use**
- Residential
- Commercial
- Industrial
- Institutional
- Park and Open Space
- Agriculture
- Vacant

Data source:
 City of Sun Prairie Department of Planning and Development, Planning Unit
 City of Madison Department of Planning and Development, Planning Unit
 City of DeForest Department of Planning and Development, Planning Unit
 City of Sun Prairie Department of Planning and Development, Planning Unit
 City of Sun Prairie Department of Planning and Development, Planning Unit
 City of Sun Prairie Department of Planning and Development, Planning Unit





VOLUME II MAP 2.1

Generalized Future Land Use Plan

City of Madison
January 2006

RESIDENTIAL DISTRICTS

- UDR Low Density (0 - 15 units/acre)
- MDR Medium Density (16 - 40 units/acre)
- HDR High Density (41 - 60 units/acre)

MIXED USE DISTRICTS

- NMU Neighborhood Mixed-Use
- CMU Community Mixed-Use
- RMU Regional Mixed-Use

COMMERCIAL/EMPLOYMENT DISTRICTS

- CC General Commercial
- RC Regional Commercial
- E Employment
- I Industrial

OPEN SPACE - AGRICULTURE DISTRICTS

- P Park and Open Space
- A Agriculture/Rural Uses

SPECIAL DISTRICTS

- SI Special Institutional
- AP Airport
- C Campus

Downtown Districts (See Volume II Map 2.3)

NPA Neighborhood Planning Area (TND Encouraged)

SPECIAL OVERLAY DESIGNATIONS

- FOD Transit-Oriented Development
- TND Traditional Neighborhood Development (may be applied to NPA and residential districts as specified in neighborhood and special area plans.)

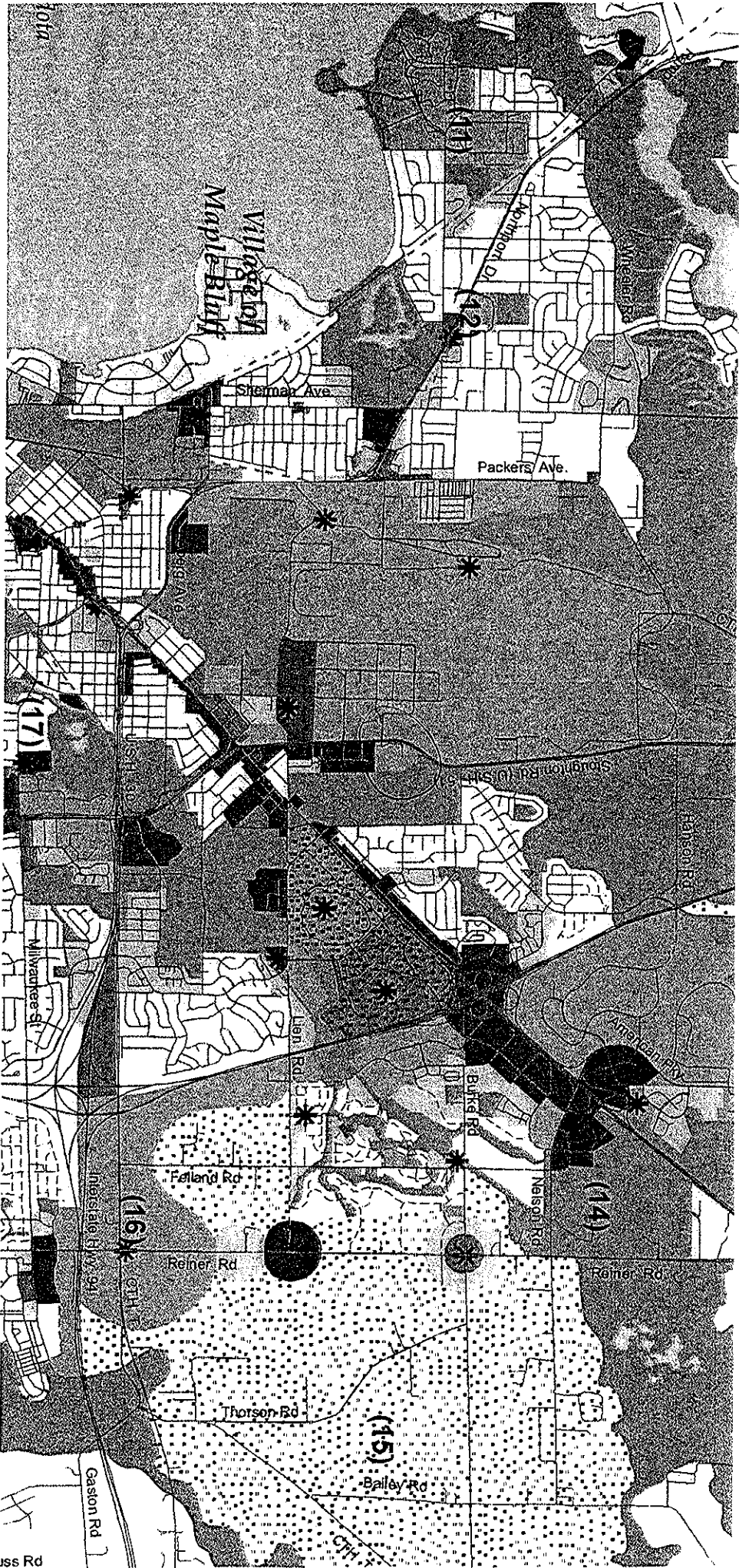
Land Use Note Reference Number

Other Cities and Villages

Data Source:
City of Madison Department of Planning and Development, Planning Unit

0 1 2 Miles

City of Madison
COMPREHENSIVE PLAN



Blowup of area on City of Madison
Comprehensive Plan Vol. II, Map 2-1

**STATEMENT TO THE TOWN OF BURKE, VILLAGE OF DEFOREST,
CITY OF SUN PRAIRIE AND CITY OF MADISON REGARDING
THE JULY 26, 2006 DRAFT COOPERATIVE PLAN**

My name is Ron Trachtenberg, and I am an attorney with Murphy Desmond, SC, the attorneys for Madison Crushing & Excavating Co., Inc.

Madison Crushing owns approximately 290 acres in Sections 13 and 24 in the Town of Burke as well as other lands in the Town of Burke, Town of Sun Prairie, and City of Sun Prairie. The Section 13 lands include all or parts of the NE1/4 and SE1/4 south of the railroad tracks and the Section 24 lands include all or parts of the W1/2 of the NE1/4 and the E1/2 of the NW1/4. For purposes of this statement, when I refer to the Madison Crushing lands, I am referring just to those lands owned by Madison Crushing in Sections 13 and 14.

Madison Crushing congratulates the Town of Burke, the Village of DeForest, the City of Sun Prairie and the City of Madison in the preparation of the Cooperative Plan to govern the development of lands now within the Town of Burke to urban standards, including the provision of public utilities and services to those lands, the eventual incorporation of those lands into the Village and two Cities and the dissolution of the Town of Burke on a firm economic basis. Madison Crushing supports rational, well planned urban growth.

The Madison Crushing lands consist of wetlands, lands that have been subject to mineral extraction and that have been reclaimed and are ready for development upon the availability of urban services (sewer and water), and lands which will be subject to mineral extraction for an anticipated period of 15 to 20 years depending upon mineral demand and land economics and then subject to reclamation and development upon the availability of urban services. The reclamation plans that have been agreed to, implemented, are in the process of implementation, and are to be implemented are all done and being done in the anticipation of development of those reclaimed lands. We would also note that the area also includes both natural and man-made small lakes and large ponds. In many ways, the Madison Crushing lands are easily developable into an area similar to the Autumn Lake subdivision just recently approved and lauded by the City of Madison.

Madison Crushing would like to address two issues that affect its lands: municipal boundaries and community separation and open space. The Madison Crushing lands are bisected by the proposed municipal boundary between the City of Sun Prairie and the City of Madison and are in the area of community separation between the City of Sun Prairie and the City of Madison, with the vast bulk of its lands being overlaid with the Open Space Corridor designation.

On the first point, we note that the municipal boundary line in the area of the Madison Crushing lands generally follow the section lines and bisect the Madison Crushing lands. We are uncertain as to why the municipal boundary simply does not follow the railroad tracks or why it "drops" south to include the N1/2 of the NW1/4 of Section 24. Madison Crushing

does not favor the City of Sun Prairie or the City of Madison as a political entity. Our position is quite simple. The ultimate boundary between the two Cities should be based upon what City can best provide municipal services to the subject area. To the extent that the proposed municipal boundary line is not based upon the provision of municipal services, it should be revised.

The second point is the inclusion of the bulk of the Madison Crushing lands in the Open Space Corridor designation as reflected in Section 18, Comprehensive/Master Planning, Subsection F, Madison-Sun Prairie Intergovernmental Agreement Regarding Community Separation (pages 51 and 52), and Exhibits 20, Modification to the Madison-Sun Prairie Community Separation Agreements, and 21, Map of the Madison-Sun Prairie Community Separation Open Space Corridor.

Madison Crushing is neutral on the issue of community separation. While community identification does have benefits, it does not necessarily take a "green zone" to foster community identification. While Madison Crushing is willing to work with the City of Sun Prairie and the City of Madison, as well as Dane County, to provide for open space and parkland as part of the development of the Madison Crushing lands, the provision of a green zone solely for the purpose of providing community separation should not be a private burden, but a public expense.

Madison Crushing notes the very broad spatula approach (broader than even a butter knife) in designating the proposed green space as designated in Exhibit 20, section A. 2. h. and as shown on Exhibit 21, including vast amounts of developable land. Madison Crushing submits that this designation will constitute a taking of private land for a public purpose without compensation at the time the Madison Crushing lands are ready for development if such development is prohibited based upon the Open Space Corridor designation or unless such lands are bought by a public entity at fair market value.

Madison Crushing calls upon the City of Sun Prairie and the City of Madison, in consultation with the Town of Burke, to revise the aforementioned Section 18 and Exhibits 20 and 21 to better reflect a reasonable differentiation between developable lands and community separation, parks and open space, or expressly provide in the Cooperative Plan that pursuant to and as part of Exhibit 20, section A. 2. h., that the City of Sun Prairie and the City of Madison, in consultation with the Town of Burke, will work with Madison Crushing (and the other property owners in the area) in the future to develop a modification to Exhibits 20 and 21 to better reflect a reasonable differentiation between developable lands and parks and open space as part of the development of the Madison Crushing lands (and neighboring lands) as part of master planning neighborhoods in the area of the Madison Crushing lands.

August 10, 2006

Dear Mr. George Hall, Intergovernmental Relations DOR, Madison WI
Chair Kevin Viney, Town of Burke, Madison WI
Council of the Whole, City of Sun Prairie, Sun Prairie WI
City of Madison, Madison WI
Village of DeForest, DeForest WI

Re: The Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison
Boundary Agreement

We, Cindy & George Walsh, moved to Broken Bow Road, the Oak Ridge subdivision, in the Town of Burke in 1988. We were intrigued that such a great subdivision existed so close to Sun Prairie, and yet so rural and inviting.

Cindy is a Weisensel by birth, and along with the Duschacks, the Suchomels, the Benischs, the Leglers and all those fine families, is a descendant of the early settlers, farmers and businesspeople, of Sun Prairie. Matilda Duschack who lived at Columbus Street in Sun Prairie was her great grandmother. Many of her father's family, including her father's grandparents, are buried in the Sun Prairie Cemetery. Many attend Sacred Heart's Church. The Weisensel family reunions were often held at Sheehan Park.

Cindy attended Sun Prairie High School and along with the Thompsons, Birkinbines, McGoverns, Mikulas, Renzs, Rademachers, Bradleys, the Hebbs, --Sun Prairie folk-- graduated as the first class to go all four years through the NEW high school,

The subdivision we live in has a multitude of small business owners, including us. Our business has been a member of the Sun Prairie Chamber of Commerce for over 7 years. We bank at the Bank of Sun Prairie, use the Sun Prairie Walgreens Pharmacy, belong to the Sun Prairie Library, use a Sun Prairie vet., optician, and dentist and just had our office floor installed by Bisbee's of Sun Prairie. We try to support Sun Prairie businesses. Our address is Sun Prairie. Our phone number is Sun Prairie. We vote in the Sun Prairie School District. This fall we're taking Spanish at the MATC outreach in Sun Prairie.

We built a house for my mother on the lot next to ours. When she needed to sell it to move into a Retirement Community it was sold to a resident of Sun Prairie. He owned a condo in Sun Prairie. He works in Sun Prairie. His daughter and grandchildren live in this subdivision

The City of Sun Prairie Master Plan 2020 Website (3/04 #3)map shows Broken Bow Road in the "rural area". The Residential Development Staging plan map (7/04 #4) goes out past Burke Road in the "rural area" of your plan. That is what we ask, to go by the plans as we had been led to believe

The provision of city water and sewer seems to be a stumbling block, but is addressed in the plan Section 8 B. stating they "shall be provided by Sun Prairie, at such time as the City, in its sole discretion, determines that such services should be extended into the territory; or, such services may be provided through separate intergovernmental agreement." Sounds workable.

Personally, we have faith in American ingenuity and creativity. With the recent replacement of our drain field we have been introduced to the possibility of self-contained small private or commercial sanitation systems, researched and approved in Wisconsin, and used in others state, and costing not that much more than the drain field and less than mound systems. By recycling and cleaning waste individually or in small groups we can become more responsible for our use, and leaders in new more ecologically friendly systems, returning water to our area. And that along with cooperative wells may be the direction of the future for outlying areas. We believe we can be part of something that will help Wisconsin and Sun Prairie keep its resources and reduce expenses rather than use them. We have faith that the Council and citizens with a little research and education, can lead the way here, although we'll have to hurry as several communities and states are certainly starting to look into and use these possibilities now.

Please keep us informed as to how this can be resolved.

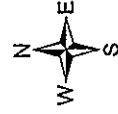
Again please return the City of Sun Prairie line to include our area.

Thank you for your time,

Cindy & George Walsh (BackAcre Business & Tax Service LLC)
5375 Broken Bow Road
Sun Prairie WI 53590
608-825-2949

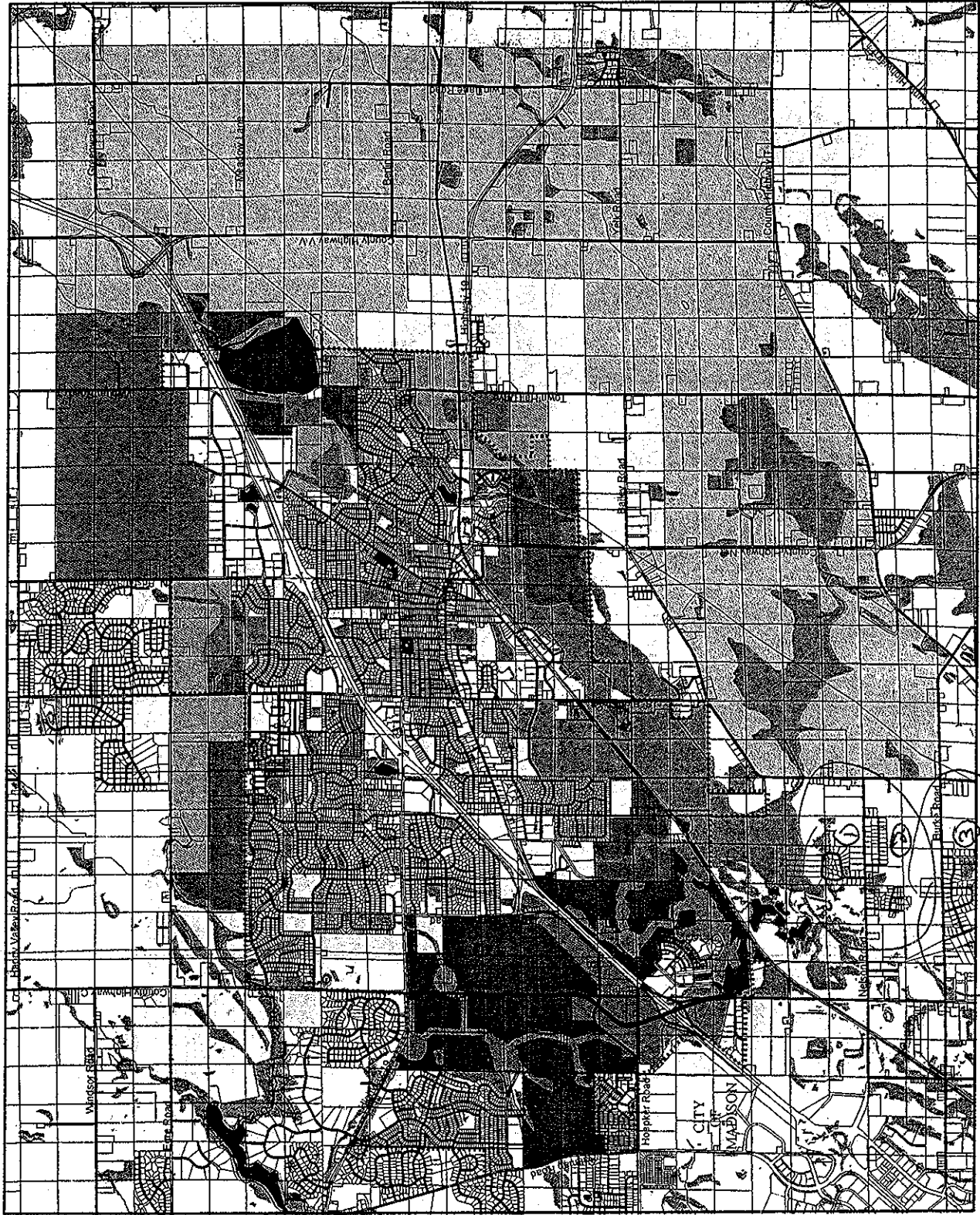
RESIDENTIAL DEVELOPMENT STAGING PLAN

- Legend
- CORPORATE BOUNDARY
 - URBAN SERVICE AREA
 - DEVELOPED AREA
 - IMMEDIATE
 - AREA II
 - AREA III
 - AREA IV
 - URBAN GROWTH RESERVE
 - PLANNED NONRESIDENTIAL
 - RURAL AREA
 - ENVIRONMENTAL/OPEN SPACE
CORRIDORS AND NATURAL
FEATURES
 - PERMANENT OPEN SPACE



1 inch equals 3,250,000,000 feet

May 14, 2004
Rev. July 13, 2004



CITY OF SUN PRAIRIE MASTER PLAN 2020

Land Use Plan

Legend

- Aesthetic Limit
- City of Sun Prairie Urban Services Area
- Low-Density Residential or TND
- Mixed Residential or TND
- Planned Development Dist. or TND
- Commercial or TND
- Office/Commercial/Service or TND
- Central Area Mixed-Use or TND
- Business Park
- Light Industrial
- Heavy Industrial
- Institutional or TND
- Parks and Open Space
- Hudson/Sun Prairie Greenspace
- Rural Area
- Environmental/Open Space Corridor
- Proposed Arterial Street
- Proposed Collector Street
- Proposed Local Street

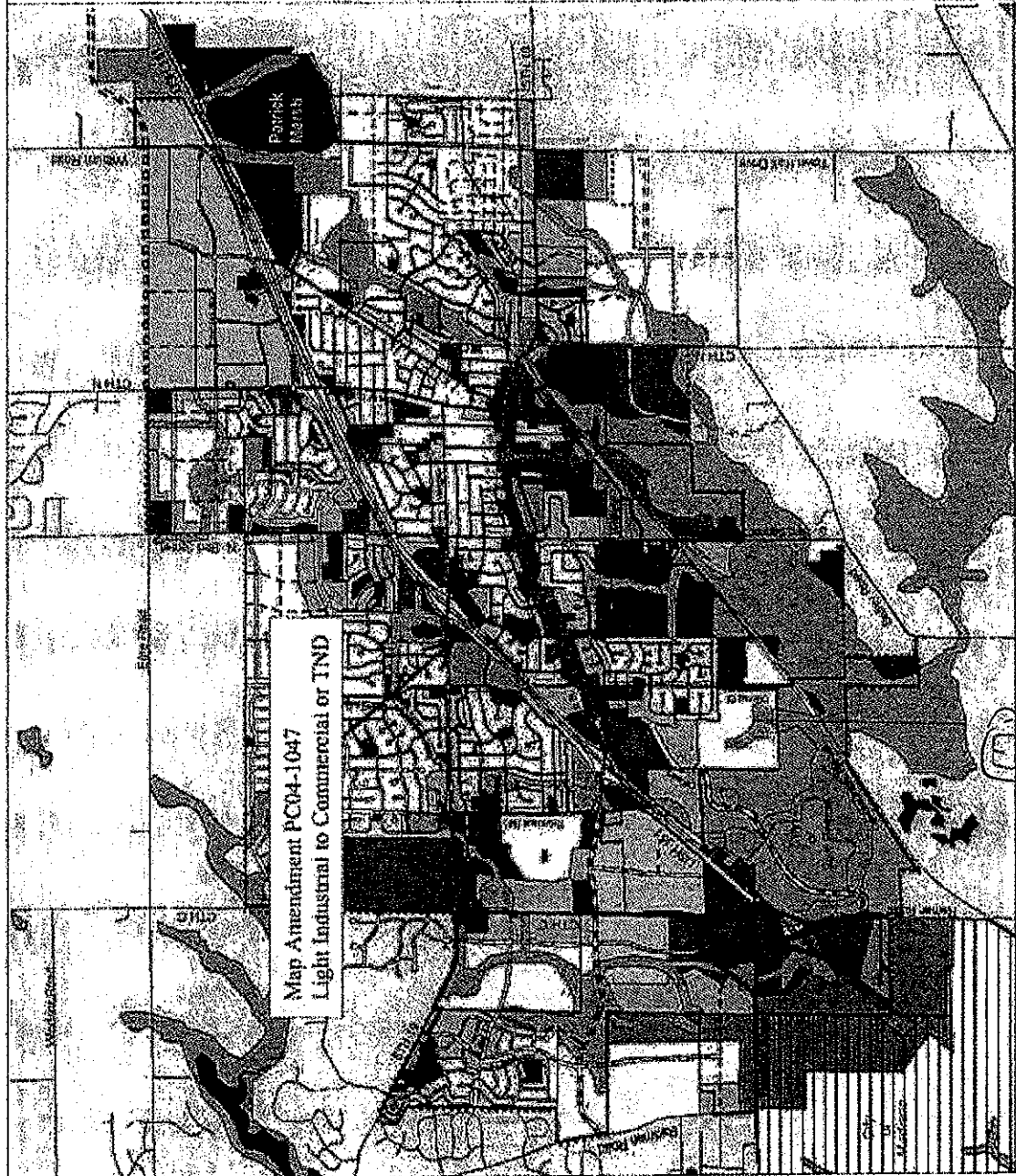
TND - Traditional Neighborhood
Development District

700.0 700 Feet



4480
REV. 2-19-03
REV. 4-19-03
REV. 8-19-02

3-15-04



Map Amendment PC04-1047
Light Industrial to Commercial or TND

University of Wisconsin Studies and Results

Since 1987, Multi-Flo units have been a part of several studies conducted by the University of Wisconsin, Small Scale Waste Management Project. The general themes of these studies have been to document field performance of activated sludge technologies and determine the role effluent quality plays in subsequent soil treatment. The goal was to determine whether alternative soil and sizing criteria could be used based on the quality of the effluent dispersed to the soil.¹³ Taking all of the samples into account, the geometric mean effluent BOD is 6.9 mg/L ($n=377$), and the geometric mean effluent fecal coliform is 1,024 col/100 mL ($n=433$).¹⁴

In 1987, a Multi-Flo unit was installed at a site where the effluent entered a “failing” soil absorption area. “Failing” meant that effluent was ponding in the trenches of the soil absorption system and/or on the ground surface. Installation of this unit was completed in July 1987, and effluent began to leave the unit about a week later. After one year, all of the effluent was still discharging to the previously failed soil absorption area.¹⁵ Two other Multi-Flo units were installed in 1990. All three systems were monitored by the University of Wisconsin. Based on preliminary results, the State of Wisconsin allowed owners to install pretreatment units for the purpose of renovating failed soil absorption areas.¹⁶ In 1994, a follow-up survey of 17 installations was conducted. Based on this survey, University researchers concluded that aerobically pretreated effluent successfully renovates failing soil absorption systems.¹⁷

A follow-up study was conducted in 1997 to examine the long term performance of the previously failed soil absorption systems. As a part of the follow-up, BOD and fecal coliform sampling was conducted on systems where ponding was observed. The average BOD of the ponded effluent—effluent from Multi-Flo systems—was 11 mg/L, and the average fecal coliform count was 204 col./100 mL.^{18 19 20}

Simultaneously, Converse and Tyler were examining the relationship between effluent quality and soil hydraulic loading. In 1989, they concluded that long term acceptance rates are affected by wastewater effluent quality; pretreated effluent of high quality can be applied at higher rates than septic tank effluent.²¹

Using the information as a part of further studies, Converse and Tyler examined soil treatment of 37 full-time residences using Multi-Flo units discharging into modified mounds. Thirty-six of the units were sampled for BOD₅ and fecal coliform. The median effluent BOD₅ was 10 mg/L; the average BOD₅ was 19 mg/L. The median effluent fecal coliform was 1000 MPN/100 mL while the average fecal coliform was 28,000 MPN/100 mL.²² Converse and Tyler reported both numbers because of the wide variation in data. Wide variations can result from sampling errors, which are easy to commit given the general conditions under which sampling occurs and the sensitivity of the analysis. One high value could skew the results.^{23 24} Regardless, Converse and Tyler report that the median fecal conform count is below detectable levels within six inches after the effluent enters the soil.²⁵ Even where the median coliform count is 10,000 MPN/100 mL or fewer, fecal coliform was not detected at distances greater than 12 inches, even when the hydraulic loading rate was doubled over code-specified hydraulic loading rate.²⁶

Converse and Tyler continued and refined their studies of Multi-Flo units. In 1999, they reported results of 21 Multi-Flo units that had been the subject of previous studies: Multi-Flo units could be placed on six inches of suitable soil and have no detectable fecal counts 90 percent or more of the time even if the Multi-Flo had an effluent quality of 1000 col./100 mL or less only 50 percent of the time.²⁷ In this study, Converse and Tyler reported the Multi-Flo units (identified as Unit B in the study) had a median fecal coliform count of 530 col./100 mL and an average fecal coliform count of 10,000 col./100 mL.^{28 29 30 31}

The information from related studies was summarized in a separate publication that provides both hydraulic loading and soil separation information. Where the BOD₅ and TSS are both equal to or below 30 mg/L, hydraulic rates can be increased from 150-to-200 percent over corresponding soils receiving septic tank effluent. When effluent fecal counts are 1000 cfu/100 mL or less, separation distances can be reduced to as little as 12 inches.³²

University researchers had based their previous research on traditional effluent distribution systems, both gravity and pressure distribution. With the emergence of drip irrigation technology, the researchers wanted to see whether their conclusions were applicable to drip irrigation. To this end, they conducted a study of two Multi-Flo units using drip irrigation for effluent dispersal. The median effluent quality data for each unit is shown in Table 2.³³

| Parameter | Jackson County | Rock County |
|------------------|-----------------|----------------|
| BOD ₅ | 20 mg/L | 1 mg/L |
| TSS | 25 mg/L | 2 mg/L |
| Fecal Coliform | 600 col./100 mL | 37 col./100 mL |

In addition to studies focused on traditional performance indicators, one researcher examined the fate of viruses in Multi-Flo units. The study was conducted by “seeding” an onsite wastewater treatment system, which included a septic tank followed by a Multi-Flo, with coliphages and examining for the presence of virus at various points in the system.³⁴ Coliphages were detected in the effluent of the septic tank but not in the effluent of the Multi-Flo unit.³⁵

Current Minnesota Performance

Multi-Flo units have been installed in Minnesota since the early 1970's. Hundreds of systems have been installed statewide, and these systems serve residential and commercial occupancies. Recently, regulators have questioned whether performance claims made elsewhere are reproducible in Minnesota. Recent sampling demonstrates that Multi-Flo units in Minnesota perform as well there as demonstrated elsewhere. Taken together, sampling results from 24 Multi-Flo systems had a geometric mean of 79 cfu/100 mL and a median value of 120 cfu/100 mL.³⁶

In December 2001, Steve Schirmers sampled 16 systems in Anoka, Hennepin, and Wright Counties. The oldest system is four years old, and all of the systems serve residential

occupancies. Fifteen of the systems serve single-family dwellings, and one system serves a single-family dwelling and attached cabin. Half of the systems are time-dosed while the other half are gravity-fed. He conducted his initial round of sampling on December 5, 2001. All of the samples were taken from above the weir plate.

When this sampling was completed, seven samples showed fecal coliform results in excess of 200 cfu/100 mL.³⁷ In discussing sampling with the testing laboratory, Mr. Schirmers concluded that he may have accidentally contaminated samples with condensation dripping onto the weir plate. Mr. Schirmers conducted a second round of sampling on December 12, 2001. During the second round of sampling, Mr. Schirmers used sterilized sampling instruments. Only one system showed a fecal coliform value above 200 cfu/100 mL. Sampling results are shown in Table 3.

| Fecal Coliform | December 5, 2001 | December 12, 2001 |
|-----------------------|-------------------------|--------------------------|
| Geometric Mean | >90 cfu/100 mL | 48 cfu/100 mL |
| Median | >175 cfu/100 mL | 64 cfu/100 mL |

In October 2001, Rick Weller sampled nine Multi-Flo systems as a part of regulatory requirements in Isanti County.³⁸ All of the systems serve residential occupancies, and the oldest system is about four years old. Samples were taken from weir plates, drop boxes, or pump tanks, whichever was most convenient. Of the nine samples, only one exceeded the analysis limit of 2,000 cfu/100 mL. Mr. Weller believes a sampling error could easily account for the high value given the variety of sampling locations. Re-sampling was not performed. Table 4 shows results for all samples and with the apparent errant sample removed.

| Fecal Coliform | All Results | Apparent Valid Results |
|-----------------------|--------------------|-------------------------------|
| Geometric Mean | >274 cfu/100 mL | 213 cfu/100 mL |
| Median | >170 cfu/100 mL | 155 cfu/100 mL |

The results in Tables 3 and 4 are consistent with results from Converse and Tyler. Accordingly, the results confirm that Multi-Flo units can be installed on sites having as little as 12 inches of separation distance from a limiting factor, such as high groundwater, or on lots too small for conventional septic systems. When separation distances are reduced to 12 inches, loading rates should remain consistent with those site receiving septic tank effluent. When loading rates are increased, separation distances should be adjusted.³⁹

Other Research Studies

Multi-Flo performance has been researched by institutions other than the University of Wisconsin. Research has also been conducted by other institutions and jurisdictions. Some research focused on specific performance questions; others were studies to document performance as a part of regulatory requirements. Discussed below are several studies.

East Tennessee State University, 1984. In 1984 East Tennessee State University conducted a field study to see whether Multi-Flo could treat for poliovirus. The study was conducted by seeding a Multi-Flo unit with a known concentration of poliovirus. Composite sampling was then performed to look for poliovirus in the effluent. Nine sampling events were conducted over two weeks. Poliovirus was undetectable in eight of the samples. In the ninth sample, the poliovirus concentration was 5.3 PFU/L, a seven-log removal. Based on their study, the researcher concluded that poliovirus is readily removed by Multi-Flo.⁴⁰

Illinois, 1980. During the summer and fall of 1980, eleven Multi-Flo units were sampled for BOD, TSS, and fecal coliform as a part of studies to determine whether Multi-Flo complies with Illinois environmental protection laws. The median values were as follows: BOD, 5 mg/L; TSS, 14 mg/L; Fecal Coliform, 1500 col/100 mL. The high effluent quality was attributed to quality maintenance the units received.⁴¹

Lee County, Iowa, 1984-1987. Five Multi-Flo units were sampled as a part of required monitoring. One system was monitored ten times over a period of three years. Other systems were monitored annually or less. Average values were as follows: BOD, 9 mg/L; TSS, 3 mg/L; Fecal Coliform, 3600 col./100 mL.⁴²

Florida, 1986. Four Multi-Flo units were monitored to fulfill regulatory requirements. Bi-weekly testing was conducted over a three-month period. Testing covered four models in the FTB-Series and included residential and commercial occupancies. The average BOD was 10 mg/L, and the average TSS was 6 mg/L.⁴³

West Virginia, 1988. Four Multi-Flo units were monitored as a part of lake water quality monitoring. In this study, the Multi-Flo units discharge directly into the lake. In this study, the average fecal coliform of the lake, based on samples at predestinated locations, was 2000 col./100 mL. Fecal coliform would include all natural and man-made sources discharging into the lake. In addition, the average fecal coliform from five drainage ditches around the lake was 1200 col./100 mL. The average BOD₅ from the Multi-Flo units was 7 mg/L while the average TSS was 5 mg/L. Fecal coliform samples were not taken from the Multi-Flo units.⁴⁴

Island County, Washington, 1999. Seven Multi-Flo units were monitored as part of a demonstration grant program. Each Multi-Flo unit was sampled four times; sampling frequency was not provided. The average BOD was 3.4 mg/L, and the average TSS was 1.7 mg/L. The average fecal coliform count was 9800 cfu/100 mL.⁴⁵

Conclusion

Numerous studies conducted by the University of Wisconsin, and confirmed by field studies elsewhere, document the superior performance of the Multi-Flo FTB Series. As the data shows, Multi-Flo units can produce an effluent having CBOD₅ and TSS values below 10 mg/L. Effluent fecal coliform values may be below detection limits, have been certified at 171 cfu/100 mL in

Wisconsin, and even at higher values, are below detection limits within 12 inches of an infiltrative surface.

Multi-Flo units should be granted treatment credits in the form of reduced separation distances from limiting factors and higher hydraulic loading rates, both in accordance with the manufacturer's recommendations. Combined with proper management, which include periodic maintenance, Multi-Flo will provide superior public health and environmental protection at a lower cost than corresponding technologies sized for the same occupancies.

References and Notes

¹ Tchobanoglous, G. *Wastewater Engineering: Treatment, Disposal, and Reuse*, Third Edition. New York: Irwin/McGraw-Hill, 1991, pp 529-556

² Tchobanoglous, G and Crites, R. *Small and Decentralized Wastewater Management Systems*. New York: WCB/McGraw-Hill, 1998, pp 451-482

³ Specific CBOD₅, ISS, and fecal coliform data to be detailed throughout this document

⁴ ANSI/NSF Standard 40-Residential Wastewater Treatment Systems NSF, International, 789 Dixboro Road, Post Office Box 130140, Ann Arbor, MI 48113-0140

⁵ CBOD₅ means five-day carbonaceous biochemical oxygen demand, a measure of the organic material in the wastewater.

⁶ Throughout this document CBOD₅, BOD₅, and BOD are used interchangeably

⁷ TSS means Total Suspended Solids, a measure of suspended (as opposed to dissolved) solid material in the wastewater.

⁸ Summary of NSF Report S40-5 as appended to NSF Test Data for Multi-Flo Model FTB-0.5, dated October 22, 1981.

⁹ "Performance Evaluation Report: Multi-Flo Model FTB-0.5 Wastewater Treatment System." Ann Arbor: NSF International, May 1998, p 10.

¹⁰ Email, dated September 19,2001, from Mike Beckwith, Wisconsin Department of Commerce.

¹¹ "Performance Evaluation Report: Multi-Flo Model FTB-0.5 Wastewater Treatment System." Ann Arbor: NSF International, May 1998, p 10

¹² Burks, B. and Minnis, M. *Onsite Wastewater Treatment Systems*. Madison: Hogarth House, Ltd., 1994, p 51.

¹³ This author administered Wisconsin's onsite wastewater management program from 1989 to 1996, administered its inspection program from 1989 to 2000, and administered its failing septic system replacement grant program from 1992 until 2000. Reducing the size, cost, and restrictions for onsite wastewater treatment was and remains a priority of the onsite wastewater management program. In 2000, the revised Comm 83, which regulates onsite wastewater management, has incorporated effluent quality as a part of the design requirements and applies treatment "credits" for high quality effluent.

TOWN OF BURKE BOUNDRY AGREEMENT 2006

Mr. George Hall

Town of Burke, City of Sun Prairie, City of Madison, Village of Deforest
First I would like to recognize the hard work and long hours that have been put into this boundary agreement

The need for an agreement has become evident by the continual loss of Town of Burke properties, especially over the last 5 years.

That said, there are areas in the agreement that seem to need further clarification and less vague language.

SECTION 3-BOUNDARIES-change the boundaries to the areas of the Nelson Road Neighborhoods to become part of the City of Sun Prairie at date of Burke termination.

Any water and sewer questions can be resolved by cooperation among the municipalities, as is stated in SECTION 8 part B (Madison and Sun Prairie) and 8 C3 (Madison and Deforest) and the use of current available approved technologies(the multi-flo waste treatment system for example See attached brochure).

SECTION 5 part B- dealing with early termination. Elimination of this option.

If need an early out leave it up to the citizens of the Town of Burke in Referendum

SECTION 12-special assessments. This language seems vague as to what can and cannot be done by the municipalities to the protected areas. It seems there are few limitations to the municipalities or protections for the protected areas.

SECTION 17 -Burke employee perks. Why is this included in a boundary agreement? Will this part keep one of the participating municipalities from adopting the plan (without any definite \$\$ included in the cost)?

Please consider these areas before the final agreement is accepted by the municipalities.

Thank You

George Walsh

5375 Brecken Bow Rd

SUN PRAIRIE, WI 53590

We the residents of the Town of Burke Nelson Road Neighborhoods of Broken Bow, Sunny Burke Heights and Breeze Drive are submitting these petitions requesting that our neighborhoods be included in the future boundary of the City Sun Prairie, because we identify with Sun Prairie and not Madison.

As we circulated these petitions, our neighbors shared some the following reasons why they identify with Sun Prairie.

- Our addresses and telephone numbers have always been Sun Prairie.
- We own restaurants and other businesses in Sun Prairie.
- We work in Sun Prairie.
- We dine, bank and shop in Sun Prairie.
- We belong to the Sun Prairie Chamber of Commerce.
- We go to church in Sun Prairie.
- We contributed to the fund raising efforts for the wonderful Sun Prairie library.
- We are longtime members of Prairie Athletic Club.
- We race or attend the races at Angel Park.
- Our children attended Sun Prairie schools and were active in sports, theatre, cheerleading and the Sound of Sun Prairie. In addition they were involved in community activities such as YMCA, Girl Scouts, Boy Scouts, Kids 4 program, recreation programs, the Prairie Prospectors 4-H Club, Police Explorers and Interact (community volunteer club) - all of these in Sun Prairie.
- Our children were hired at their first jobs in Sun Prairie.
- Our children have since moved from home, and now reside in Sun Prairie.
- We are Suchomels, Weisensels and Benishes - familiar names around Sun Prairie.

In closing, the biggest concern among my neighbors about this plan, is that they expected to become part of Sun Prairie when Burke was no longer able to survive as a Town.

Thank you for your time.

August 3, 2006

Cities of Madison, and Sun Prairie, the Village of DeForest, Town of Burke and the State of Wisconsin.

RE: Petitions enclosed

The residents of the Town of Burke Nelson Road Neighborhoods of Broken Bow (Oak Ridge), Sunny Burke Heights and Breeze Drive, ask that you record these signatures petitioning the Town of Burke and City of Sun Prairie, requesting the neighborhoods of Sunny Burke Heights, Breeze Drive and Broken Bow (Oak Ridge) be included into the City of Sun Prairie, not the city of Madison, under the "Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest".

Thank you.

Originals to: Sun Prairie City Clerk, Diane Hermann-Brown, 300 East Main Street,
Sun Prairie WI 53590

Copies to: Village Administrator, Jo Ann Miller, 306 DeForest Street, WI 53532

Town of Burke Administrator/Clerk/Treasurer, Amy Volkmann,
5365 Reiner Road, Madison, WI 53718

City of Madison, Bradley J Murphy, Planning Unit Director, Room LL-100
Madison Municipal Building, Madison, WI 53703

George Hall, Intergovernmental Relations, State of Wisconsin, Department of
Administration, 101 E Wilson, Madison, Wisconsin 53703

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | |
|---------------------------|---------------------------------------|----------|--------|
| 1. Robert Klavitcher | 3186 Nelson Rd Sun Prairie WI | 53590 | 8-1-06 |
| 2. Kristi Klavitcher | PO Box 173 Sun Prairie WI 53590 | 53590 | 8-1-06 |
| 3. Gust Klavitcher | Prairie, WI 53590 Oak Ridge | 53590 | 8-1-06 |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

OPINION

Stuart Baker
 Date August 3, 2006

certify that I have circulated the petition to those who have signed it.

CLAWNITE

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

COPY

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|---------------------------|---|----------------------------------|---------|
| 1. GEORGE E. WAUSA | 5375 Broken Bow Rd SUN PRAIRIE, WI 53590 | OAK RIDGE SUBDIVISION | 7-21-06 |
| 2. Dawn M. Moldenhauer | 5391 Broken Bow Rd. Sun Prairie, WI 53590 | OAK RIDGE SUBDIVISION | 7-26-06 |
| 3. James H Ashline | 5370 Broken Bow Rd Sun Prairie, WI | OAK RIDGE Park Subdivision | 7-26-06 |
| 4. Nancy K. MOTH | 5366 Broken Bow Rd SUN PRAIRIE, WI | OAK RIDGE PARK SUBDIVISION | 7-26-06 |
| 5. Ron MOTH | SAME | SAME | 7-26-06 |
| 6. Patricia M. Schleisner | 5364 Morse Ct Oak Ridge Park subdivision | 53590 | 7/31/06 |
| 7. Ronda McGuire | 5415 Broken Bow Rd SUN PRAIRIE Oak Ridge | 53590 | 7/31/06 |
| 8. Craig McGuire | 5415 Broken Bow Rd SUN PRAIRIE OAK RIDGE | 53590 | 7/31/06 |
| 9. | | | |
| 10. | | | |

Date 7/31/06

Jeanine Ashline certify that I have circulated the petition to those who have signed it.

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|--|---|----------|-----------|
| 1. Bert G Wilson BERT G WILSON | 5406 Broken Bow Road Sun Prairie, WI Oak Ridge | 53590 | 29 JUL 06 |
| 2. Mary Ann Wilson | 5406 Broken Bow Rd Sun Prairie, WI Oak Ridge | 53590 | 29 JUL 06 |
| 3. Gregory A Schwitzer | 5320 Broken Bow Rd Sun Prairie, WI Oak Ridge | 53590 | 01/29/06 |
| 4. Judy Schwitzer | 5320 Broken Bow Rd Sun Prairie, Wisconsin Oak Ridge | 53590 | 01-29-06 |
| 5. Rick Martin | 5416 Broken Bow Rd Sun Prairie Oak Ridge | 53590 | 7-29-06 |
| 6. Lisa Martin | " Oak Ridge | " | " |
| 7. John Harboer | 5323 Broken Bow Rd Sun Prairie, WI Oak Ridge | 53590 | 7-30-06 |
| 8. Paul M Harboer | 5305 Nova Ct. Sun Prairie, WI Oak Ridge | 53590 | 7-30-06 |
| 9. Jim Harboer | " Oak Ridge | " | " |
| 10. Kathy Schmiedler | 5376 Morse Dr. Sun Prairie, WI Oak Ridge | 53590 | 7-30-06 |

COPY

Patricia M. Schneider-Rice certify that I have circulated the petition to those who have signed it.

Date 7/31/2006

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the City of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

COPY

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|---------------------------|---------------------------------------|----------|-----------|
| 1. <i>Donald Schull</i> | OAK RIDGE | | |
| 2. DONALD L SCHULL | 5347 BROKEN BOW RD SUN PRAIRIE | 53590 | 21 JUL 06 |
| 3. Mark B. Willis | Oak Ridge | | |
| MARK B. WILLIAMS | 5355 Broken Bow Rd Sun Prairie | 53590 | 21 JUL 06 |
| 4. Christina Williams | Oak Ridge | | |
| CHRISTINA L WILLIAMS | 5355 Broken Bow Rd Sun Prairie | 53590 | 24 JUL 06 |
| 5. Nathaniel Dennis | Oak Ridge | | |
| NATHAN L DENNIS | 5480 Broken Bow Rd Sun Prairie | 53590 | 25 JUL 06 |
| 6. Diane M. Dennis | Oak Ridge | | |
| DIANE M DENNIS | 5480 Broken Bow Rd Sun Prairie | 53590 | 25 JUL 06 |
| 7. Jon Maly | Oak Ridge | | |
| JON MALY | 5475 Broken Bow Rd Sun Prairie | 53590 | 25 JUL 06 |
| 8. STEWART ATKINSON | OAK RIDGE | | |
| STEWART ATKINSON | 5339 Broken Bow Rd Sun Prairie | 53590 | 7-26-06 |
| 9. Patricia Atkinson | OAK RIDGE | | |
| PATRICIA ATKINSON | 5339 Broken Bow Rd Sun Prairie | 53590 | 7-26-06 |
| 10. Nancy M. Maly | Oak Ridge | | |
| NANCY M MALY | 5475 Broken Bow Road, Sun Prairie | 53590 | 7-26-06 |
| 11. DAVID L EDWARDS | OAK RIDGE | | |
| DAVID L EDWARDS | 5480 Broken Bow Rd Sun Prairie | 53590 | 7-26-06 |

Donald R. Schull

certify that I have circulated the petition to those who have signed it.

Date 31 JULY 2006

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

COPE

| NAME - Print AND Sign PIS | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|---------------------------|--|----------|---------|
| 1. Donald J. Sullivan | Oak Ridge | | |
| 2. Joyce M. Schuk | 5334 Broken Bow Rd. Sun Prairie WI Oak Ridge | 53590 | 7-27-06 |
| 3. Mark Anderson | 5347 Broken Bow Rd. Sun Prairie OAK RIDGE | 53590 | 7-29-06 |
| 4. Jim WIPPERFURTH | 5490 Brokenbow Rd. 5317 BROKEN BOW RD OAK RIDGE PARK SUN PRAIRIE | 53590 | 7-28-06 |
| 5. Mark Sullivan | 5334 Broken Bow OAK RIDGE Sun Prairie WI 53590 | 53590 | 7-31-06 |
| 6. KATHY WIPPERFURTH | 5317 BROKEN BOW RD Sun Prairie, WI 53590 | 53590 | 7-31-06 |
| 7. Kathy Wipperfurth | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

certify that I have circulated the petition to those who have signed it.

Date 31 JULY 2006

Donald J. Sullivan

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

| NAME - Print AND Sign PLS | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|--|--|----------|---------|
| 1. CYNTHIA A.M. WOODRILL | 5375 Broken Bow Rd Sun Prairie WI 53590 | 53590 | 7-21-06 |
| 2. Jeanine Ashline | 5370 Broken Bow Rd Sun Prairie WI 53590 | 53590 | 7-21-06 |
| 3. Janet Ashline Same Dicka | 5442 Broken Bow Rd Sun Prairie WI | 53590 | 7-21-06 |
| 4. Janie Dicka | 5442 Broken Bow Rd Sun Prairie WI | 53590 | 7-22-06 |
| 5. Polka Reserve Loose | 5485 Broken Bow Rd S.P. | 53590 | 7-24-06 |
| 6. JEWELL R. NAVES | 5365 Broken Bow Rd SP | 53590 | 7-28-06 |
| 7. MIKE MURPHY MIKE MURPHY | 5372 Broken Bow Rd SP | 53590 | 7-30-06 |
| 8. GARYL FAUST Garyl Faust | 5328 Broken Bow Rd Sun Prairie WI 53590 | 53590 | 7-30-06 |
| 9. Ken Faust | 3187 BEEZE DRIVE SUN PRAIRIE, WI 53590 | 53590 | 7-31-06 |
| 10. EUGENE N. BENISCH Eugene N Benisch Shang Lalalal | 3187 BEEZE DRIVE SUN PRAIRIE, WI 53590 | 53590 | 7-31-06 |

Date 7-31-06

certify that I have circulated the petition to those who have signed it.

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the City of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

COPY

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|--|---|----------|---------|
| 1. WYNNE SCHMIEDLND <i>Wynne Schmiedlnd</i> | 5376 Maple Ct SUN PRAIRIE | 53590 | 7-30-06 |
| 2. GARY MEERES <i>Gary Meeres</i> | 5428 Broken Bow Sun Prairie | 53590 | 7.31.06 |
| 3. SUE MEERES <i>Sue Meeres</i> | " | " | " |
| 4. DEBERA HARBOLT <i>Debera Harbolt</i> | 5383 Broken Bow Road Sun Prairie, WI 53590 | " | 7/31/06 |
| 5. GINA HAMMER <i>Gina Hammer</i> | 5377 Wood St Sun Prairie WI 53590 | " | 7/31/06 |
| 6. DORNE APPYNER <i>Dorne Appyner</i> | " | " | " |
| 7. RANDY RICE <i>Randy Rice</i> | 5364 Morse Ct Sun Prairie WI | 53590 | 7/31/06 |
| 8. WALTER J. JENSEN <i>Walter Jensen</i> | " | " | " |
| 9. | | | |
| 10. | | | |

Leticia M. Schlicher-Rice certify that I have circulated the petition to those who have signed it.

Date *8/1/2006*

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

COPY

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|---|--|----------|---------|
| 1. JOHANN BENISGH <i>John A. Benisgh</i> | 3187 Breeze Drive, Sun Prairie, WI 53590 | 53590 | 7-24-06 |
| 2. GARY S+OTKA <i>Gary Stokke</i> | 3170 BREEZE DR SUN PRAIRIE WI 53590 BREEZE DR NEIGHBORHOOD | 53590 | 7-24-06 |
| 3. PAM STOLKA <i>Pam Stokke</i> | 3170 Breeze Dr, Sun Prairie WI 53590 Breeze Drive Neighborhood | 53590 | 7-24-06 |
| 4. Sherry Havens <i>Sherry Havens</i> | 3189 Nelson Rd. Sun Prairie, WI 53590 Breeze Drive Neighborhood | 53590 | 7/24/06 |
| 5. Martin Larson <i>Martin Larson</i> | 5395 Sunset of Sun Prairie WI: 53590 Breeze Drive Neighborhood | 53590 | 7-24-06 |
| 6. Barlene Larson <i>Barlene Larson</i> | 5395 Sunset of Sun Prairie WI 53590 Breeze Drive Neighborhood | 53590 | 7-24-06 |
| 7. MAREIA MEYERS <i>Mareia Meyers</i> | 3190 Breeze Dr. Sun Prairie, WI: Breeze Dr. Neighborhood | 53590 | 7-24-06 |
| 8. John Meyers <i>John Meyers</i> | 3199 Breeze Dr. Sun Prairie WI: Breeze Dr. Neighborhood | 53590 | 7-24-06 |
| 9. Dns Here <i>Dns Here</i> | 3171 Breeze Dr, Sun Prairie, WI Breeze Drive Neighborhood | 53590 | 7/24/06 |
| 10. | | | |

Debra A. Boush certify that I have circulated the petition to those who have signed it.

Date 7-31-06

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

COPY

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|---------------------------|---------------------------------------|----------|---------|
| MARIE L SHOWERS | 5376 Broken Bow Rd SP Oak Ridge | 53590 | 7/20/06 |
| MARIE S LAWRENCE | 5390 Broken Bow Rd SP Oak Ridge | 53590 | 7/21/06 |
| CAROL A SHAW | SP Oak Ridge | n1 | 7/21/06 |
| WALTER M SHAW | SP Oak Ridge | | |
| MOLLY E SHAW | 5376 Broken Bow Rd SP Oak Ridge | 53590 | 7/22/06 |
| MICHAEL S SHAW | 3190 Nelson Rd SP Oak Ridge | 53590 | 7/22/06 |
| PETER KONG | 3190 Nelson Rd SP Oak Ridge | 53590 | 7/22/06 |
| JOE KONG | 5373 Morse Ct SP Oak Ridge | 53590 | 7/22/06 |
| LARRY WILLIAMS | 5400 Broken Bow Rd SP Oak Ridge | 53590 | 7/22/06 |
| TERY WILLIAMS | 5400 Broken Bow Rd SP Oak Ridge | 53590 | 7/22/06 |
| LARRY WILLIAMS | 5400 Broken Bow Rd SP Oak Ridge | 53590 | 7/22/06 |
| KEN FURCK | 5400 Broken Bow Rd SP Oak Ridge | 53590 | 7/22/06 |
| STEPHANIE FURCK | 5400 Broken Bow Rd SP Oak Ridge | 53590 | 7/25/06 |

certify that I have circulated the petition to those who have signed it.

ate July 25, 2006

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

| NAME - Print AND Sign PLS | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|-----------------------------------|---|----------|---------|
| 1. Stacey Beutel Stacey Beutel | Breeze Dr Neighborhood 3180 Breeze Dr Sun Prairie, WI 53590 | 53590 | 7-27-06 |
| 2. Eric Beutel Eric Beutel | Breeze Dr Neighborhood 3180 Breeze Dr Sun Prairie, WI | 53590 | 7-27-06 |
| 3. DON Gillham DON Gillham | Breeze Dr. Neighborhood 3193 Breeze Dr Sun Prairie, WI | 53590 | 7-28-06 |
| 4. Tami Finken Tami Finken | 3193 Breeze Dr. Sun Prairie WI Neighborhood Breeze Dr | 53590 | 7-29-06 |
| 5. Dan Feaster Dan Feaster | 3192 Breeze Dr. Sun Prairie Breeze Drive Neighborhood | 53590 | 7-29-06 |
| 6. Helen Feaster Helen Feaster | 3192 Breeze Dr. Sun Prairie, WI Breeze Dr Neighborhood | 53590 | 7-29-06 |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

Angie A. Bennett

Date 7-31-06

certify that I have circulated the petition to those who have signed it.

Copy

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the City of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|---------------------------|---|----------|---------|
| 1. Hoy's Schwemey | 5331 Broken Bow Rd | | |
| 2. Mary & Susan | Oak Ridge Park Sun Prairie | 53590 | 7/25/06 |
| 3. Michael Moberg | Oak Ridge Park Sun Prairie | 53590 | 7/25/06 |
| 4. Steve Mackenzie | 5372 Morse Ct. Sun Prairie Oak Ridge Park | 53590 | 7/25/06 |
| 5. Ray Reginald & Lien | 3184 Melrose St Sun Prairie | 53590 | 7/26/06 |
| 6. Nan Lande | 3188 Nelson Rd Sun Prairie Oak Ridge | 53590 | 7/26/06 |
| 7. Tom Linde | 3198 Nelson Ct Sun Prairie Oak Ridge | 53590 | 7/26/06 |
| 8. Karen Bobo | 5380 Brater Bow Rd, Sun Prairie Oak Ridge | 53590 | 7/20/06 |
| 9. Dennis Bobo | 5380 Broken Bow Rd, Sun Prairie Oak Ridge | 53590 | 7/30/06 |
| 10. Brent Bobo | 5380 Broken Bow Rd Sun Prairie Oak Ridge | 53590 | 7/20/06 |

COPY

certify that I have circulated the petition to those who have signed it.

Date July 27, 2006

[Signature]

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

COPY

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|--|---------------------------------------|----------|---------|
| 1. TIMOTHY E. JACOBSON <i>Timothy E. Jacobson</i> | 3248 CARMY CIRCLE SUN PRAIRIE | 53590 | 7/27/06 |
| 2. DENISE A. JACOBSON <i>Denise A. Jackson</i> | 3248 CARMY CIRCLE SUN PRAIRIE | 53590 | 7-28-06 |
| 3. TERRY SCHUMACHER <i>Terry Schumacher</i> | 3253 CARMY CIRCLE, SUN PRAIRIE | 53590 | 8-1-06 |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

Dennis Feja

certify that I have circulated the petition to those who have signed it.

Date 8/1/06

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

COPY

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|---|---------------------------------------|-------------|---------|
| 1. MARY Jo Briak Mary Jo Briak | 3235 Nelson Rd Sun Prairie, WI | 53590 WI | 7/28/06 |
| 2. Jeff Derriter Jeffrey Derriter | 3249 Nelson Rd Sun Prairie WI | 53590 WI | 7/23/06 |
| 3. Rae Derriter Rae Derriter | 3249 Nelson Rd. Sun Prairie, WI | 53590 WI | 7/23/06 |
| 4. Roger Schmier Roger Schmier | 3252 Camp Circle Sun Prairie, WI | 53590 | 7.25.06 |
| 5. Ronie Schmier Ronie Schmier | 3252 Camp Circle Sun Prairie WI | 53590 | 7/25/06 |
| 6. Roger Peterson Roger Peterson | 3247 Camp Circle Sun Prairie, WI | 53590 | 7/25/06 |
| 7. Sharon K. Peterson Sharon K. Peterson | 3247 Camp Circle Sun Prairie, WI | 53590 | 7/25/06 |
| 8. Laurie Salzman Laurie Salzman | 3241 Camp Circle Sun Prairie WI | 53590 | 7/25/06 |
| 9. Kevin R. Braust Kevin R. Braust | 3259 Camp Cir Sun Prairie, WI | 53590 | 7/25/06 |
| 10. Susan M. Braust Susan M. Braust | 3259 Camp Cir Sun Prairie, WI | 53590 | 7/25/06 |

I certify that I have circulated the petition to those who have signed it.

Date 7/25/06

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the City of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

COPY

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|---------------------------|--|----------|---------|
| 1. ANDREW E. OLSON | 3237 RISING SUN RD ^{SUN PRAIRIE} BURKE HEIGHTS | 53590 | 7/23/06 |
| 2. DAN E. OLSON | 3237 RISING SUN RD ^{SUN PRAIRIE} BURKE HEIGHTS | 53590 | 7/23/06 |
| 3. JONI POSTER | 3251 RISING SUN RD ^{SUN PRAIRIE} WI 53590 | 53590 | 7/23/06 |
| 4. KAYAN R. ENGEL | 3256 RISING SUN RD. ^{SUN PRAIRIE, WI} | 53590 | 7/23/06 |
| 5. STEVEN R. POSTER | 3251 RISING SUN RD ^{SUN PRAIRIE} WI 53590 | 53590 | 7/23/06 |
| 6. JEFF ENGEL | 3256 RISING SUN ROAD ^{SUN PRAIRIE, WI} | 53590 | 7/23/06 |
| 7. FRED C. LANDERS | 5407 Sunnyburke Dr. ^{SUN PRAIRIE} | 53590 | 7-24-06 |
| 8. VICTORIA GOULTHROP | 3250 RISING SUN ROAD ^{SUN PRAIRIE} | 53590 | 7/24/06 |
| 9. STEPHEN GOULDTHROP | 3250 RISING SUN RD ^{SUN PRAIRIE} | 53590 | 7/24/06 |
| 10. SUSAN HELLER | 3258 Camy Circle ^{SUN PRAIRIE WI} | 53590 | 7/25/06 |

I certify that I have circulated the petition to those who have signed it.

Date 7/25/06

Dennis Peeler

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

COPY

| NAME - Print AND Sign PIS | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|---------------------------------------|---------------------------------------|----------|---------|
| 1. Robert Bendz Robert Bendz | 5376 Sunnyburke Dr. Sun Prairie | 53590 | 7/25/06 |
| 2. Cheryl L. Banda Cheryl L. Banda | 5376 Sunnyburke Dr Sun Prairie | 53590 | 7/25/06 |
| 3. Debbie Leeger Debbie Leeger | 3844 Rising Sun Rd Sun Prairie | 53590 | 7/25/06 |
| 4. Terri Jacobson Terri Jacobson | 5349 Regal Rd | 53590 | 7/25/06 |
| 5. Dennis Leeger Dennis Leeger | 3244 Rising Sun Rd Sun Prairie WI | 53590 | 8/1/06 |
| 6. Linda Schraeder Linda Schraeder | 5349 Wesley Rd | 53590 | 8/1/06 |
| 7. Mary Schraeder Mary Schraeder | 5349 Wesley Rd. | 53590 | 8/1/06 |
| 8. Phillip + Anita Phillip + Anita | 5357 Regal Rd. Sun Prairie, WI | 53590 | 8/1/06 |
| 9. Fred + Susan Fred + Susan | 5348 Regal Rd Sun Prairie WI 53590 | 53590 | 8/1/06 |
| 10. Steven + Debra Steven + Debra | 5348 Regal Rd. Sun Prairie Wis | 53590 | 8/1/06 |

certify that I have circulated the petition to those who have signed it.

Date 8/1/06

Dennis Leeger

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the City of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

COPY

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|---------------------------|---------------------------------------|----------|---------|
| 1. Dennis Klans | 3045 CAMY CIRCLE SUN PRAIRIE | 53590 | 7-22-06 |
| 2. Albert S. Felt | 5401 Sunnyburke Dr. Sun Prairie | 53590 | 7-22-06 |
| 3. Care L. East | 5401 Sunnyburke Dr. Sun Prairie | 53590 | 7-22-06 |
| 4. Vicki Landes | 5407 Sunnyburke Dr Sun Prairie | 53590 | 7-22-06 |
| 5. Juana Kormanig | 3259 Nelson Rd Sun Prairie | 53590 | 7-22-06 |
| 6. Mary C. Kormanig | 3259 Nelson Rd Sun Prairie | 53590 | 7-22-06 |
| 7. Natalie Hornes | 3331 Rising Sun Rd Sun Prairie | 53590 | 7-22-06 |
| 8. Brett Taylor | 3231 Rising Sun Rd Sun Prairie | 53590 | 7-22-06 |
| 9. WANDA L. Felt | 3232 Rising Sun Rd Sun Prairie | 53590 | 7-22-06 |
| 10. Wanda L. Felt | 3232 Rising Sun Rd Sun Prairie | 53590 | 7-22-06 |
| Dennis Felt | 3232 Rising Sun Rd Sun Prairie | 53590 | 7-22-06 |
| Dennis Felt | 3232 Rising Sun Rd Sun Prairie | 53590 | 7-22-06 |

certify that I have circulated the petition to those who have signed it.

Date 7/22/06

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

COPY

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|---------------------------------|--|----------|---------|
| 1. Joyce Hornel Joyce HORNER | 3238 RISING SUN RD. SUN PRAIRIE, WI | 53950 | 7/22/06 |
| Richard J Horner | 3238 RISING SUN RD | | 7/22/06 |
| RICHARD HORNER | SUN PRAIRIE, WI | 53950 | |
| 3. ANDREW VOGER | 5353 REAR RD Sun Prairie, WI | 53510 | 7/28/06 |
| 4. A. Bort | " " | 53590 | 7/23/06 |
| 5. Scott Lunsbears | 5341 Regal Sun Prairie | 53590 | 7/23/06 |
| 6. Gina Dwyer | 5355 Verle Rd Sun Prairie, WI | 53590 | 7/23/06 |
| 7. Randy Dwyer | " " | 53590 | 7-23-06 |
| 8. Deborah Reel | 3227 NELSON RD SUN PRAIRIE, WI | 53590 | 7-23-06 |
| 9. The Reel | " " | 53590 | 7-23-06 |
| 10. Eugene W. Bank | 3235 NELSON RD SUN PRAIRIE, WI | 53590 | 2352006 |

Debra Jeger

certify that I have circulated the petition to those who have signed it.

Date 7/23/06

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|-------------------------------|---------------------------------------|----------|--------|
| 1. Janet Holte Janet Holte | 5348 Regal Rd, Sun Prairie WI 53590 | 53590 | 8/1/06 |
| 2. | | | |
| 3. | | | |
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| 9. | | | |
| 10. | | | |

Dennis Jaga

certify that I have circulated the petition to those who have signed it.

Date 8/1/06

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|---|---------------------------------------|----------|----------|
| 1. Patricia Helmbrecht Patricia Helmbrecht | 3215 Nelson Rd, Sun Prairie, WI | 53590 | 8/7/2006 |
| 2. | | | |
| 3. | | | |
| 4. | | | |
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| 6. | | | |
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| 9. | | | |
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certify that I have circulated the petition to those who have signed it.

Patricia Helmbrecht

Date 8-10-06

We the undersigned, petition the Town of Burke and City of Sun Prairie requesting the neighborhoods of Sunny Burke Heights, Breeze Drive, and Broken Bow (The Nelson Road Neighborhoods) to be included into the City of Sun Prairie (not the city of Madison), under the Proposed Cooperative Boundary Agreement between Burke/Madison/Sun Prairie/DeForest.

| NAME - Print AND Sign Pls | ADDRESS (street, neighborhood & city) | ZIP CODE | DATE |
|---|---|---------------------------------|--------|
| 1. Rebecca Rebecca A. Haring Rebecca A. Davis | 5470 Broken Bow Rd Sun Prairie, WI 53590 | Broken Bow 53590 | 8-6-06 |
| 2. Doug Abing Doug Abing | 5470 Broken Bow Rd Sun Prairie | Broken Bow 53590 | 8-6-06 |
| 3. Carol Muller Carol Muller | 5368 Naase Ct Sun Prairie WI 53599 | Oakridge Broken Bow 53590 | 8-6-06 |
| 4. Kathy Muller Kathy Muller | 5368 Norse Ct Sun Prairie WI 53590 | Broken Bow 53590 | 8-6-06 |
| 5. Frank Muller Frank Muller | 5368 Norse Ct Sun Prairie, WI 53590 | Broken Bow 53590 | 8/7/06 |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

Shirley M. Schneider-Rice certify that I have circulated the petition to those who have signed it.

Date 8/7/2006

8/10/6

Richard J. Horner
3238 Rising Sun Rd.
Sun Prairie, WI 53590

of Burke

NOT agree with the 4/5 vote of the Board to designate an earlier transi- late! This should be voted on by residents affected! Especially, when considers all board members do even reside in Burke!

same reasoning applies to the Special & Procedures! Why, on earth, is so power given to the Board & none to us? Yes, they were elected to represent us - key word.. REPRESENT - side for us!!!

↳ HAS to be more concise language to proposals & specific, UNchangeable to this entire annexation process!
↳ retired + living on social security - earth can we plan for these expenses!
↳ the Board assume what we want?!

Jayne Galanos Wedding Planner *J.m V*

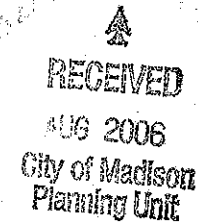
3207 Conservancy Estates Lane | Sun Prairie, WI 53590
608-225-1093 | jayne@beyondelegantevents.com



August 22, 2006

Amy Volkmann
Town Administrator/Clerk/Treasurer
Towne of Burke
5365 Reiner Road
Madison, WI 53718

Bradley J Murphy
Planning Unit Director
City of Madison
Room LL-100
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703



Patrick Cannon
City Administrator
City of Sun Prairie
300 East Main Street
Sun Prairie, WI 53590

JoAnn Miller
Village Administrator
Village of DeForest
306 DeForest Street
DeForest, WI 53532

Dear Sir or Madam:

For three years now we have been happy residents of the Town of Burke. After living in the City of Madison for the previous twenty-eight years I am thankful to say that the services we receive from the Town of Burke are far superior to anything the City of Madison had to offer. Our park is well kept. Our streets are plowed quickly and completely in the winter. Our trash service is top-notch. Our Town Building Inspector and Assessor are pleasant to deal with. In fact we've found that usually our entire Town very easy to deal with. They've even managed to deliver all of these services while keeping our property taxes affordable. We are happy to be here.

When we purchased our lot in 2003 in Burke Conservancy Estates and built our home here we did extensive research as we knew the day would come when the Town of Burke would cease to exist. We found that we had a Sun Prairie mailing address and were part of the Sun Prairie School District. We found that the land we were on and the surrounding land fell into the City of Sun Prairie's extraterritorial jurisdiction. Our country neighborhood closely resembles the areas that already surround Sun Prairie. Representatives from the Town confirmed that the plan was to one day annex our neighborhood into the City of Sun Prairie. We happily embraced Sun Prairie as our community. We shop in Sun Prairie. We bank in Sun Prairie. We eat in Sun Prairie. We attend festivals and events in Sun Prairie. Our parents moved to Sun Prairie to be closer to us. Our small business is part of Sun Prairie. Our beliefs and values seem closely aligned to those of the people of Sun Prairie.

Recently it was brought to our attention that the Town of Burke began the process of negotiating a long term boundary agreement with the City of Madison, City of Sun Prairie, and the Village of DeForest. This process began as early as the Fall of 2005. During this process our neighborhood and the surrounding areas were somehow negotiated away to eventually become part of the City of Madison. The process was carried out and the fate of our neighborhood was decided without

Jayme Galanos Wedding Planner

3207 Conservancy Estates Lane | Sun Prairie, WI 53590

608-225-1093 | jayme@beyondelegantevents.com



anyone ever considering our feelings or desires, much less notifying us that this was even a possibility. We had already been promised to become part of the City of Sun Prairie but that promise may now be broken

We feel that the Town of Burke has done a very poor job of representing our interests and considering our desires during this negotiation. We recognize that eventually the Town of Burke will cease to exist and having a long term plan in place for a smooth transition is extremely important, and we thank the Town for that vision. Our government representatives, however, failed to even ask our input when considering such a drastic change in choosing the municipality that will eventually serve our neighborhoods. When we contact them to indicate our strong preference to maintain our neighborhood as part of the Sun Prairie community, they tell us that we should contact the City of Sun Prairie directly. We have done that both formally and informally. In fact, over 90% of the households in our neighborhood have signed a petition so that we might be included in the City of Sun Prairie when the Town of Burke ceases to exist. In the end, we feel that the Town of Burke must also now step forward and represent our strong feelings in this matter.

We strongly urge the Town of Burke, the City of Sun Prairie, and the State of Wisconsin to take a moment to consider our neighborhood's desire to continue as part of the Sun Prairie community and eventually become a formal part of the City of Sun Prairie.

Sincerely,

Dean & Jayme Galanos

Residents, Town of Burke, Wisconsin
Owners, Beyond Elegant Events, LLC



MURPHY DESMOND

L A W Y E R S

Manchester Place
2 East Mifflin Street, Suite 800
Madison, Wisconsin 53703-4217

Mailing Address:
P.O. Box 2038
Madison, Wisconsin 53701-2038

Telephone (608) 257-7181
www.murphydesmond.com

Ronald M. Trachtenberg
Direct Line (608) 268-5575
Facsimile (608) 257-2508
rtrachtenberg@murphydesmond.com

30 August 2006

VIA U.S. MAIL AND EMAIL

clerk@cityofmadison.com

City Clerk

City of Madison

City-County Building, Room 103

210 Martin Luther King, Jr. Blvd.

Madison, WI 53703

VIA U.S. MAIL AND EMAIL

dhermann@cityofsunprairie.com

City Clerk

City of Sun Prairie

Municipal Building

300 East Main Street

Sun Prairie, WI 53590

VIA U.S. MAIL AND EMAIL

leggettl@vi.deforest.wi.us

Village Clerk

Village of DeForest

306 DeForest Street

DeForest, WI 53532

VIA U.S. MAIL AND EMAIL

townofburk@globaldialog.com

Town Clerk

Town of Burke

5365 Reiner Road

Madison, WI 53718

Re: Town of Burke, Village of DeForest, City of Sun Prairie
and City of Madison Cooperative Plan

Dear Clerks:

We are the attorneys for Madison Crushing & Excavating, Inc., the owner of land within the territory that would be affected by the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan.

At the public hearing on the Cooperative Plan held on Thursday, August 10, 2006, we submitted a written statement and read that written statement into the record on behalf of Madison Crushing & Excavating, Inc. We herewith reincorporate that statement into this letter. In addition, you either have received today or shortly will be receiving today a letter and revised area map (Open Space Corridor Plan) from Graef, Anhalt, Schloemer & Associates, Inc. (GASAI) on behalf of Pathway Community Church, Forbes SRE, Ltd., and Madison Crushing & Excavating, Inc., which letter and map we also reincorporate into this letter by reference.

As previously stated, we believe that the open space designation over the bulk of the lands owned by Madison Crushing & Excavating, Inc., unless purchased by a public entity at fair market value, constitutes a take. In addition, likewise, we believe that same would constitute an illegal impact fee upon Madison Crushing & Excavating, Inc. Furthermore, it

30 August 2006

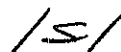
Page 2

appears to us that the boundary line bisecting the Madison Crushing & Excavating, Inc. lands is arbitrary and capricious in that the Plan does not provide any analysis of public utility serviceability (especially sanitary sewer) by the municipality in which the land has been designated to be attached to. Either there needs to be such an analysis with the land placed in the municipality that the land can be serviced by or, alternatively, there needs to be a provision for provision of public utilities across municipal boundaries in order that all of the developable land of Madison Crushing & Excavating, Inc. can be served.

We would welcome discussions with the four municipalities which are party to the boundary agreement (or at least with the affected two, that being the Cities of Madison and Sun Prairie), prior to the draft Cooperative Plan being submitted to the State of Wisconsin Department of Administration in order that hopefully the foregoing issues can be addressed in a mutually satisfactory way. While those discussions can include all three property owners as set forth in the GASAI letter, those being Pathway Community Church, Forbes, SRE, Ltd., and Madison Crushing & Excavating, Inc., (noting that Pathway Community Church has a purchase option on the Howard M. Field property), we believe that any discussions including the Madison Crushing & Excavating, Inc. property should include representatives from the Pathway Community Church as those two properties (including the optioned Howard M. Field property) are contiguous.

We look forward to the aforementioned discussions.

Very truly yours,



Ronald M. Trachtenberg

RMT:srp

061708

clerks jt 083006

cc: City of Madison

Attn.: Asst. City Atty. James Voss VIA U.S. MAIL & EMAIL jvoss@cityofmadison.com

Attn.: Mr. Brad Murphy VIA U.S. MAIL & EMAIL bmurphy@cityofmadison.com

City of Sun Prairie

Attn: Mr. Scott Kugler VIA U.S. MAIL & EMAIL skugler@cityofsunprairie.com

Attorney Michael J. Lawton VIA U.S. MAIL & EMAIL mlawton@lathropclark.com

Attorney Richard C. Yde VIA U.S. MAIL & EMAIL ryde@staffordlaw.com

Graef, Anhalt, Schloemer & Associates, Inc.

Attn.: Mr. Duane Gau VIA U.S. MAIL & EMAIL Duane.A.Gau@GASAI.com

Madison Crushing & Excavating, Inc.

Attn.: Mr. William Ziegler VIA EMAIL ONLY billz@madisoncrushing.com



**Graef, Anhalt, Schloemer
& Associates, Inc.**

Engineers & Scientists

Milwaukee Chicago Green Bay
Madison Naples Quad Cities

McAllen Office Suites
5126 West Terrace Drive, Suite 111
Madison, Wisconsin 53718-8343
Telephone (608) 242-1550 • FAX (608) 242-0787
www.gasai.com

August 30, 2006

City of Sun Prairie
City Clerk, Diane Hermann-Brown
300 East Main Street
Sun Prairie, WI 53590

City of Madison
Interim City Clerk, Maribeth Witzel-Behl
210 Martin Luther King Jr. Blvd
Madison, WI 53703

Subject: Town of Burke, Village of DeForest, City of Sun Prairie & Madison Cooperative Plan July 2006
Version - Revisions to Proposed Open Space Corridor

Dear Mrs. Hermann-Brown and Witzel-Behl

Graef, Anhalt, Schloemer & Associates, Inc. (GASAI) has been retained by Pathway Community Church, Forbes, SRE, LTD and Madison Crushing & Excavating Co., Inc. (CLIENTS) to review the proposed Open Space Corridor Plan July 2006 version. Our task was to research property ownership within the general study area, review available mapping to define areas that are not suitable for development and prepare an exhibit for presentation to the various units of government.

For our above CLIENTS we have prepared a revised Open Space Corridor Plan (enclosed) that reflects their desire for revisions to the July 2006 draft version. As part of our review effort, we evaluated the proposed Madison and Sun Prairie city limit line against existing topography and the potential for providing utility services to the various properties. Some of the property under review seems fairly straight-forward as to where utility service will come from. Other areas are not quite so clear. Our recommendations to our clients regarding City limits and developable areas are as follows:

- Pathway Community Church forty acres (40) and Howard M. Field thirty two (32) property (option to purchase by Pathway Community Church) should reside in the City of Madison with no open space corridor designation. This client and Mr. Field desire to go to Madison is based on utilities being provided by Madison.
- Forbes, SRE, LTD fifty eight (58) acres should reside in Sun Prairie with no open space corridor designation. This client desire to go to Sun Prairie is based on utilities being provided by Sun Prairie.
- Madison Crushing & Excavating Co., Inc. property could potentially reside in either Sun Prairie or Madison, in terms of utility service with the un-developable lands being in the revised open space corridor plan (enclosed). This quarry property will drastically change contours and flow direction according to the final reclamation plan on file dated August 26, 2003. With these changes it appears that lands located south and east of Madison Crushing & Excavation Co. Inc could be served by either municipality, but further detailed study is really required for a final determination. We would note that Municipal boundary lines need not follow the sanitary sewer service lines. Another factor to consider for this area is where the neighboring residential developments will request annexation, and the desirability of maintaining these adjacent areas as a single neighborhood within one community

2006-5029.00



**Graef, Anhalt, Schloemer
& Associates, Inc.**

Engineers & Scientists

Milwaukee Chicago Green Bay
Madison Naples Quad Cities

If you have any question, please contact me at (608) 245-1961.

Sincerely,

**GRAEF, ANHALT, SCHLOEMER
& Associates, Inc.**

A handwritten signature in cursive script, appearing to read "Mark Lillegard".

Mark Lillegard, P E
Project Manager

Amy Volkmann, Administrator/Clerk, Town of Burke
LuAnn Leggett, Clerk, Village of DeForest
Scott Kugler, Department of Planning and Development, City of Sun Prairie
James Voss, Asst. City Atty., Office of the City Attorney, City of Madison
Brad Murphy, Planning Unit Director, Department of Planning and Development, City of Madison
Atty. Mike Lawton
Atty. Ronald M. Trachtenberg
Atty. Dick Yde

MURPHY DESMOND

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Telephone (608) 257-7181
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Ronald M. Trachtenberg
Direct Line (608) 268-5575
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rtrachtenberg@murphydesmond.com

30 August 2006

VIA U.S. MAIL AND EMAIL

clerk@cityofmadison.com

City Clerk

City of Madison

City-County Building, Room 1030

210 Martin Luther King, Jr. Blvd.

Madison, WI 53703

VIA U.S. MAIL AND EMAIL

dhermann@cityofsunprairie.com

City Clerk

City of Sun Prairie

Municipal Building

300 East Main Street

Sun Prairie, WI 53590

VIA U.S. MAIL AND EMAIL

leggett@villageofdeforest.wi.us

Village Clerk

Village of DeForest

306 DeForest Street

DeForest, WI 53532

VIA U.S. MAIL AND EMAIL

townofburk@globaldialog.com

Town Clerk

Town of Burke

5365 Reiner Road

Madison, WI 53718

Re: Town of Burke, Village of DeForest, City of Sun Prairie
and City of Madison Cooperative Plan

Dear Clerks:

We are the attorneys for Madison Crushing & Excavating, Inc., the owner of land within the territory that would be affected by the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan.

At the public hearing on the Cooperative Plan held on Thursday, August 10, 2006, we submitted a written statement and read that written statement into the record on behalf of Madison Crushing & Excavating, Inc. We herewith reincorporate that statement into this letter. In addition, you either have received today or shortly will be receiving today a letter and revised area map (Open Space Corridor Plan) from Graef, Anhalt, Schloemer & Associates, Inc. (GASAI) on behalf of Pathway Community Church, Forbes SRE, Ltd., and Madison Crushing & Excavating, Inc., which letter and map we also reincorporate into this letter by reference.

As previously stated, we believe that the open space designation over the bulk of the lands owned by Madison Crushing & Excavating, Inc., unless purchased by a public entity at fair market value, constitutes a take. In addition, likewise, we believe that same would constitute an illegal impact fee upon Madison Crushing & Excavating, Inc. Furthermore, it

30 August 2006

Page 2

appears to us that the boundary line bisecting the Madison Crushing & Excavating, Inc. lands is arbitrary and capricious in that the Plan does not provide any analysis of public utility serviceability (especially sanitary sewer) by the municipality in which the land has been designated to be attached to. Either there needs to be such an analysis with the land placed in the municipality that the land can be serviced by or, alternatively, there needs to be a provision for provision of public utilities across municipal boundaries in order that all of the developable land of Madison Crushing & Excavating, Inc. can be served.

We would welcome discussions with the four municipalities which are party to the boundary agreement (or at least with the affected two, that being the Cities of Madison and Sun Prairie), prior to the draft Cooperative Plan being submitted to the State of Wisconsin Department of Administration in order that hopefully the foregoing issues can be addressed in a mutually satisfactory way. While those discussions can include all three property owners as set forth in the GASAI letter, those being Pathway Community Church, Forbes, SRE, Ltd., and Madison Crushing & Excavating, Inc., (noting that Pathway Community Church has a purchase option on the Howard M. Field property), we believe that any discussions including the Madison Crushing & Excavating, Inc. property should include representatives from the Pathway Community Church as those two properties (including the optioned Howard M. Field property) are contiguous.

We look forward to the aforementioned discussions.

Very truly yours,


Ronald M. Trachtenberg

RMT:srp

061708

clerks jt 083006

cc: City of Madison

Attn.: Asst. City Atty. James Voss VIA U.S. MAIL & EMAIL jvoss@cityofmadison.com

Attn.: Mr. Brad Murphy VIA U.S. MAIL & EMAIL bmurphy@cityofmadison.com

City of Sun Prairie

Attn: Mr. Scott Kügler VIA U.S. MAIL & EMAIL skugler@cityofsunprairie.com

Attorney Michael J. Lawton VIA U.S. MAIL & EMAIL mlawton@lathropclark.com

Attorney Richard C. Yde VIA U.S. MAIL & EMAIL ryde@staffordlaw.com

Graef, Anhalt, Schloemer & Associates, Inc.

Attn.: Mr. Duane Gau VIA U.S. MAIL & EMAIL Duane.A.Gau@GASAI.com

Madison Crushing & Excavating, Inc.

Attn.: Mr. William Ziegler VIA EMAIL ONLY billz@madisoncrushing.com

Richard C. Yde
Government Law Team Leader
rydc@staffordlaw.com
608.259.2639

August 30, 2006

BY EMAIL AND U.S. MAIL

Diane Hermann Brown, City Clerk
City of Sun Prairie
300 East Main Street
Sun Prairie, WI 53590

Maribeth Witzel-Behl, Interim City Clerk
City of Madison
210 Martin Luther King, Jr. Blvd., Room 103
Madison, WI 53703

Re: Town of Burke, Village of De Forest, City of Sun Prairie and
City of Madison Cooperative Plan

Dear Ms. Hermann-Brown and Ms. Witzel-Behl:

I write on behalf of Forbes SRE LLC and Forbes SRE 2 LLC who own property bordering Highway 151 on the west and Reiner road on the east (identified as Area C in the existing agreement between the Town of Burke and City of Sun Prairie). Our primary concern is with the proposed designation of a large portion of the property, including one entire parcel, as open space.

Section 18 F and Exhibits 20 and 21 of the proposed plan would prohibit development on the western portion of the Forbes property and further restrict development on an additional portion of the property for the ostensible purpose of maintaining community separation. The proposed restrictions are unfair, unreasonable and generally a bad idea.

The property is zoned commercial, is serviceable with sewer and water and is directly adjacent to other developed land to the north. From an economic, environmental and planning perspective, prohibiting development of the Forbes property makes no sense. The portion of the property along Highway 151 is the part that would generate the most income

August 30, 2006

Page 2

and the most tax revenue for the community. The area along the highway is not prime environmental area for preservation. The communities should want to promote compact, sewer development adjacent to other development to discourage sprawl. Finally, in the Highway 151 corridor, the City of Madison has already assured an open space separation between the cities by purchasing land and entering into contracts with land owners west and south of the Forbes property. Moreover, because of the commercial building already on the property, inclusion of the Forbes property will not contribute to the appearance of separation.

It is neither fair nor consistent with law to prohibit all economically viable use of the Forbes property. At the time of development, the owners will enter into agreements to provide for preservation of wetlands and other open space in accordance with standard development requirements. If the communities want the Forbes property to be open space, it should be purchased as was the other property around it.

As a secondary concern, we oppose provisions that add review or approval authority of entities other than the Town and Sun Prairie over development of the Forbes property. The property is in the Town of Burke and will eventually be in the City of Sun Prairie. Adding review or approval by the City of Madison unnecessarily complicates development and potentially increases the time and expense.

We would appreciate an opportunity to meet with the appropriate persons to discuss our concerns before the plan is finalized and adopted as provided in Wis. Stat. § 66.0307(4)(d).

Very truly yours,



Richard C. Yde

RCY:kps

cc: Richard Stern
Brad Murphy
James Voss
Scott Kugler
Burke Town Clerk
De Forest Village Clerk
Ron Trachtenberg
Michael Lawton



August 30, 2006

BY MESSENGER

Ms. Maribeth Witzel-Behl
Interim City Clerk, City of Madison
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

BY E-MAIL

Ms. Diane Hermann-Brown
City Clerk, City of Sun Prairie
300 East Main Street
Sun Prairie, Wisconsin 53590

Re: Town of Burke, Village of DeForest, City of Sun Prairie, and
City of Madison Cooperative Boundary Plan, July 20, 2006 Draft

Dear Ms. Witzel-Behl and Ms. Hermann-Brown:

We represent Pathway Community Church, formerly Sun Prairie Community Church ("Pathway"), which has its office at 3467 Capitol Drive, Sun Prairie, Wisconsin 53590, telephone (608) 240-0001. Pathway owns or has a contract to acquire all of the land located in the W1/2 of the NW 1/4 of sec. 24, east of the railroad, bounded by Nelson Road and Reiner Road, in the Town of Burke. It is the intention of Pathway to construct a church, bookstore, parking and other facilities on the land now owned or to be acquired in the future by Pathway. This land is approximately 72 acres in area.

Although Pathway does not object to the concept of a boundary agreement between and among Burke, DeForest, Sun Prairie, and Madison, Pathway has specific concerns with certain aspects of the Cooperative Plan as detailed in this letter, and respectfully requests that these provisions of the Cooperative Plan be modified to make it acceptable to Pathway.

We are working with the engineering firm of Graef, Anhalt, Schloemer, & Associates, Inc. with regard to certain aspects of the treatment of our property under the Cooperative Plan, and incorporate by reference into this letter the letter of August 30, 2006, from Mark Lillegard, P.E., of that engineering firm, and the map which accompanies his letter.

LAW OFFICES

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David S. Uphoff
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William L. Fahey
Michael J. Julka
Jeffrey P. Clark
Kenneth B. Axe
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Joanne Harmon Curry

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Of Counsel

*Admitted in Virginia and
Washington D.C.

Michael J. Lawton
Direct Telephone: (608) 286-7236
E-mail: mlawton@lathropclark.com

Ms. Witzel-Behl & Ms. Hermann-Brown
August 30, 2006
Page 4 of 4

Janice Voss, Assistant City Attorney, City of Madison
Brad Murphy, Planning Unit Director, City of Madison
Patrick Cannon, City Administrator, City of Sun Prairie
Paul Evert, City Attorney, City of Sun Prairie
Topf Wells, Dane County Executive's Office
Laura Geyer, Dane County Parks
Chris James, Dane County Parks
Richard C. Yde
Ronald M. Trachtenberg
Duane Gau, Graef Anhalt Schloemer & Associates Inc.
Richard Brewster, Pathway Community Church

PATHCOM\Witzel-Behl & Hermann-Brown 083006 MJL

August 30, 2006

TO: Clerks of the Town of Burke, Cities of Madison and Sun Prairie and Village of DeForest

Re: Land ownership and green space; response to the August 7 and 10, 2006, meetings at the Town of Burke Hall

Dear Clerks:

How would you like to own 31.7 beautiful acres and I (Howard Field) am on a podium looking at a group of people (you) and say, this section of land between Madison and Sun Prairie, or DeForest or the Town of Burke or--- will be green space!!!

I am the owner who has owned this land for many years, paid all the taxes, and enjoyed the fruits of its existence. I have also dreamed what this land could or would be used for in the future. Yes folks, I am an owner of 31.7 acres in section 24, Town of Burke* and I want to be able to do what I think would be a socially acceptable development of this land. It has the potential to be a beautiful opportunity to develop a socially integrated community supporting both the cities of Madison and Sun Prairie.

How can you say to someone who owns a piece of land and some building etc., that this piece of land will be greenspace? And for whom? The citizens of our community? If so, why don't you buy it for the citizens!!! If cities can agree that a greenspace needs to be between them, then let the cities buy the land at a fair market price so that all persons in the city and nearby area can enjoy the use of this so-called greenspace. If the city (you) wants to take land by eminent domain, then let them buy it at a fair market price. Otherwise, please let me and others plan and even build on this beautiful land area for a great future social community for this area.

Sincerely;

Howard M Field
2732 Hidden Valley Trail
Solon, IA 52333
319-337-6143

CC: Mr. Brewster
Sun Prairie Community Church

*Land Identification number
Sec 24, T 08N, R 10E - Parcel #: 0810-242-8500-0
31.7 acres, Town of Burke

TOWN OF WINDSOR



4084 Mueller Road γ DeForest WI 53532 γ Phone:(608) 846-3854 γ Fax:(608) 846-2328

August 31, 2006

Amy Volkmann, Administrator
Town of Burke
5365 Reiner Road
Madison, WI 53718

RE: Windsor Comments
Burke Cooperative Plan

Dear Administrator Volkmann:

Windsor submits the following comments regarding the cooperative plan proposed between the Town of Burke, the Village of DeForest, the City of Sun Prairie and the City of Madison:

- The potential for significant residential development in the area proposed for assignment to the City of Madison is a concern to Windsor. The cooperative plan allows up to 50 single-family residential units per year per subdivision. The cooperative plan allows the transfer of units between subdivisions. The cooperative plan allows the substitution of single-family units for multi-family units at a ratio of 3.3 multi-family dwelling units per single-family unit. Windsor is concerned about the potential for a large number of small subdivisions that may occur to maximize residential development, impacting the DeForest Area School District. While Windsor and DeForest have been careful to require forms of project phasing to help temper the impacts of growth on the DeForest Area School District, we see no similar controls for the post-Burke area contained in the proposed plan. While the DeForest Area School District has a long-standing familiarity with the practices and land use plans of Windsor and DeForest, such is not the case with the major changes proposed for this area. More attention needs to be paid to potential impacts.
- For proper regional planning to occur, the proposed cooperative plan does not incorporate and recognize the Windsor Land Use Plan and growth areas in Windsor along the Highway 19, Highway 51 and Interstate 39/90/94 corridors. As the neighboring community most impacted, Windsor believes it is necessary to have the Windsor's land use plans recognized by Sun Prairie, Madison and DeForest in order to correct this serious planning omission.
- Windsor requests that Windsor statistics be referenced in Section 15 of the proposed plan.
- We understand that the proposed agreement, and particularly the assignment of territories, has generated considerable discussion and concern among Burke residents. If it would assist in alleviating some of these concerns and contribute to logical provision of future services, Windsor is open to considering having certain parcels assigned to Windsor as an alternative. Windsor was approached early in your process about this option, but then heard nothing more. Since the announcement of the proposed plan, some Burke residents have inquired to Windsor about this option.

- Based on comments voiced at the public hearing and subsequently made to Windsor officials, this may be an option that Sun Prairie, DeForest and Madison may find of benefit due to service issues and that Burke residents may find appealing. These comments have focused on : (1) the possibility of scattered Burke parcels north of Hwy. 19 going to Windsor, such as the few homes just south of Windsor's Raintree and Wynbrooke neighborhoods; (2) the area immediate to "Old Token Creek" going to Windsor, uniting the Burke and Windsor areas of the rich historical community of Token Creek; and (3) whether the tier of small parcels south of Hwy 19 to the west of old Token Creek might not be a better fit with Windsor, especially given Windsor's commitment to protecting the Token Creek Conservancy area. With many of these small border areas, Windsor maintenance and snowplowing equipment , for example, already service immediately adjacent lands

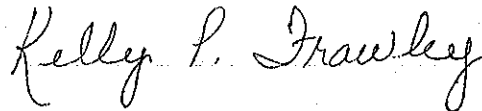
Thank you for providing the opportunity to offer comments. Please feel free to contact Windsor officials should you have any questions or need additional information.

TOWN OF WINDSOR

By:

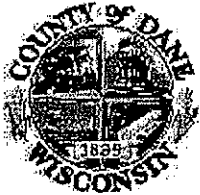


Alan J. Harvey
Chair



Kelly P. Frawley
Business Manager

Cc: Windsor Town Board
Windsor Plan Commission
Larry Bechler, Town Attorney
Kevin Richardson, Town Engineer
Jamie Rybarczyk, Town Planner
Dennis O'Loughlin, District #22 Supervisor
David Wiganowsky, District #21 Supervisor
Cheryl Theis, Town Clerk
DeForest Area School Board
DeForest Times-Tribune
Sun Prairie Star
Wisconsin Department of Administration
Kathleen Falk
File



Dane County Planning and Development Department

Room 116, City-County Building, Madison, Wisconsin 53703
 Fax (608) 267-1540

Community Development
 (608)261-9781, Rm 421

Planning
 (608)266-4251, Rm 116

Records & Support
 (608)266-4251, Rm 116

Zoning
 (608)266-4266, Rm 116

TO: James Voss, Assistant City Attorney, City of Madison

FROM: Todd A. Violante, AICP, Director

DATE: August 31, 2006

RE: Comments on Burke, DeForest, Sun Prairie, and Madison Cooperative Plan

CC: Kathleen Falk, Dane County Executive
 Brad Murphy, Director, City of Madison Planning Unit
 Scott Kugler, Director, City of Sun Prairie Planning & Development
 Amy Volkmann, Town of Burke Administrator
 Jo Ann Miller, Village of DeForest Administrator

Thank you for providing Dane County Planning & Development an opportunity to review the latest draft of the Burke-DeForest-Madison-Sun Prairie cooperative plan. We appreciate the ability to comment on draft plans as they are being developed and to offer constructive observations and recommendations.

Given the fragmentation to the Town of Burke that has occurred over time, and the relative lack of contact between the affected governments, the draft cooperative plan is a positive development. This strategy can help ensure orderly development patterns and the preservation of critical natural resources and community character. The key to successful cooperative planning is broad participation throughout the process by landowners, the public, and other affected communities. Such an approach promotes understanding and predictability of land use policies and regulations, and minimizes intergovernmental conflict.

This memo focuses on the following key issues and concerns with regard to the draft cooperative plan:

1. County Zoning Authority: Under the plan, currently unincorporated areas of the Town of Burke would remain under county zoning authority for a period of nineteen years. During this nineteen-year period, any rezone petitions will continue to be approved by the Dane County Board of Supervisors, conditional use permits approved by the county Zoning and Land Regulations Committee, and zoning permits approved by the county Zoning Division, in accordance with Chapter 10 of the Dane County Code.

However, the draft plan also includes a requirement that any development in the town is subject to approval by the city or village to which the property will ultimately be attached. Dane County's experience with similar provisions in City of Madison intergovernmental agreements with the Town of Blooming Grove and the Town of Madison suggest that this provision will prove difficult to implement, presents problems for effective and consistent administration, and invites ambiguity and conflict. The City of Madison, City of Sun Prairie and Village of DeForest should consider establishing extraterritorial zoning districts (ETZ) under Chapter 66, Wisconsin Statutes for their respective boundary adjustment areas, as identified in the draft plan. This would establish a clear legal framework for land use decisions to be made in a way that is consistent with the intent of the plan.

2. County Transportation And Infrastructure and Utility Impacts. The plan envisions growth that will have significant impacts on:
 - Future County Trunk Highway and intersection improvements;
 - Dane County Regional airport operations, including compliance with county height limitation restrictions (Chapter 78, Dane County Code)
 - Future urban service area expansions.

Prior to plan adoption or implementation, Dane County would request that the City of Madison, City of Sun Prairie, Village of DeForest and Town of Burke meet with representatives from Dane County Highways and Transportation Department, Airport and the Community Analysis and Planning Division to develop an understanding about the cost of providing these services and begin a process to plan for these services over the life of the agreement

3. Natural Resource Protection and Water Quality Impacts. Despite assurances in the plan that existing stormwater and infiltration regulations will effectively mitigate negative impacts, Dane County remains concerned about long-term development impacts in this area on Token Creek. According to the recently completed Dane County Waterbody Classification Study, approximately 10.59% of the Token Creek Watershed was covered with impervious surfaces in 2000. Under these conditions, much of the ecological integrity of Token Creek remains intact, and restoration of the creek to a self-sustaining environmental system becomes a realistic proposition. However, currently adopted municipal peripheral plans (the basis for land uses under this intergovernmental plan as well) would allow impervious surfaces to rise to over 18% of the watershed by 2020. At such levels of urbanization, scientific research suggests that stream degradation becomes largely permanent and irreversible, except through extraordinary and expensive retrofit. Specific impacts include changes in stream geometry, erosion, channel widening, bank instability, physical habitat loss, poor water quality and declining biodiversity. It is not clear that existing stormwater management technology can adequately offset these impacts on a watershed or community-level scale. Given the regional significance of Token Creek as a major freshwater source for the Yahara System, as well as the amount of public investment that has been made to restore the creek to a self-supporting fishery, Dane County would like greater assurances that current stormwater and infiltration technologies are sufficient to avoid long-term impacts to Token Creek. It is better to identify and agree upon protection measures and practices before an area is developed where there is greater opportunity, flexibility, and economy of scale. More detail is needed on how this might be accomplished

I hope this information is helpful. Please contact Brian Standing at 267-4115 or Majid Allan at 267-2536 if you have any questions or would like to schedule a meeting to discuss these issues further.

A RESOLUTION ADOPTING THE TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE AND CITY OF MADISON COOPERATIVE PLAN, UNDER SECTION 66.0307, WIS. STATS., AND AUTHORIZING THE TOWN CHAIR AND CLERK TO EXECUTE THE PLAN AND CAUSE IT TO BE FILED WITH THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION FOR APPROVAL.

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

WHEREAS, on February 6 and 7, 2006, the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison adopted resolutions authorizing participation in the preparation of a cooperative plan pursuant to said statute; and

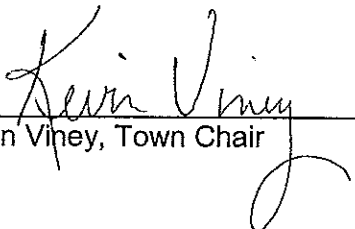
WHEREAS, the four municipalities have subsequently drafted the proposed Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan, dated July 25, 2006; have held a joint public hearing thereon on August 10, 2006, to solicit input on the proposed Plan, in accordance with §66.0307(4)(b), Wis. Stats.; and considerable public hearing testimony and written comments concerning the Plan were received and have been considered by the Town Board; and

WHEREAS, the Town Board finds that the terms of the proposed Cooperative Plan are reasonable, and that approval of the Plan will promote orderly development within the affected communities, avoid future intergovernmental conflicts and reasonably protect the economic interests of the Town;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Burke does hereby adopt the final version of the "Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan," dated December 18, 2006; and the Town Chair and Clerk are hereby authorized to execute the Plan in a form approved by the Town Attorney.

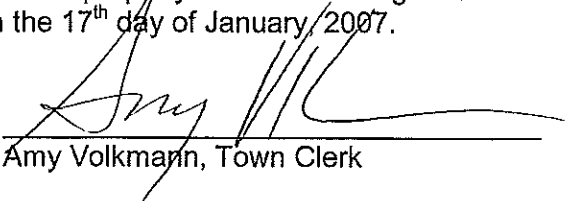
BE IT FURTHER RESOLVED that the Town Chair and Town Clerk are hereby authorized to execute any related documents in a form approved by the Town Attorney and to cooperate with the other participating municipalities in causing the Cooperative Plan, together with all written comments and other supporting documents, to be filed with the State of Wisconsin Department of Administration for approval in accordance with §66.0307, Wis. Stats.; and the Town Attorney and other necessary Town staff shall cooperate with the participating municipalities and the Department and shall participate in all Department proceedings regarding the Cooperative Plan.

Adopted this 17th day of January, 2007.


Kevin Viney, Town Chair

Certification of Town Clerk

I, Amy Volkmann, the duly appointed and acting Clerk of the Town of Burke, hereby certify that the foregoing Resolution 011707 was duly adopted at a properly noticed meeting of the Town Board on a vote of 4 "Ayes" and 0 "Nays" on the 17th day of January, 2007.



Amy Volkmann, Town Clerk

City of Sun Prairie, Wisconsin

ADOPTING THE FINAL VERSION OF THE TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE AND CITY OF MADISON COOPERATIVE PLAN, UNDER SECTION 66.0307, WISCONSIN STATUTES, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PLAN AND DIRECTING THE CITY ATTORNEY AND CITY PLANNER TO SUBMIT THE PLAN TO THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION FOR APPROVAL

Presented: January 16, 2007
Adopted: January 16, 2007
File Number: 10,300
Resolution No.: 07/12

RESOLUTION

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 February 6 and 7, 2006, the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison adopted resolutions authorizing participation in the preparation of a cooperative plan pursuant to said statute; and,

WHEREAS, the four municipalities have subsequently drafted the proposed Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan, dated July 25, 2006; have held a joint public hearing thereon on August 10, 2006, to solicit input on the proposed Plan, in accordance with Sec. 66.0307(4)(b), Wis. Stats.; and considerable public hearing testimony and written comments concerning the Plan were received. (See separate Public Comment Report of Madison City Attorney)

WHEREAS, the Plan Commission reviewed the cooperative boundary plan at a public meeting held on January 9, 2007, and recommended approval of the cooperative agreement.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Sun Prairie does hereby adopt the final version of the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan, dated December 26, 2006; and the Mayor and City Clerk are hereby authorized to execute the Plan in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute any related documents in a form approved by the City Attorney; that the City Attorney and City Planner are 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, City Planner, and other necessary City staff shall cooperate with the participating municipalities and the Department and shall participate in all Department proceedings regarding the said Cooperative Plan.

APPROVED: _____

Joe Chase, Mayor

Date Approved: January 16, 2007

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Sun Prairie at a meeting held on the 16th day of January 2007.

Diane J. Hermann-Brown, City Clerk



OFFICE OF THE CITY CLERK

300 East Main Street
Sun Prairie, WI 53590-2227
(608) 837-2511
FAX (608) 825-6879
Website www.cityofsunprairie.com

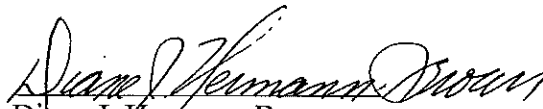
I, Diane J. Hermann-Brown, City Clerk, of the City of Sun Prairie, hereby certify that the attached

RESOLUTION 07/12, FILE NUMBER
Adopted – January 16, 2007

"A resolution requesting approval of the Final Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan under Section 66.0307, Wisconsin Statutes, authorizing the Mayor and City Clerk to execute the plan, and authorizing the submittal of the plan to the Wisconsin Department of Administration for approval."

has been compared by me with the original Resolution and is on file in my office and now in my legal custody. I further certify that this copy is a true and correct copy of the original Resolution.

In witness whereof, I sign at my office in Dane County, Wisconsin on January 17, 2007.


Diane J. Hermann-Brown
City Clerk

(SEAL)

RESOLUTION 2007-02

A RESOLUTION ADOPTING THE TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE AND CITY OF MADISON COOPERATIVE PLAN, UNDER SECTION 66.0307, WIS. STATS., AND AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO EXECUTE THE PLAN AND CAUSE IT TO BE FILED WITH THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION FOR APPROVAL.

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

WHEREAS, on February 6 and 7, 2006, the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison adopted resolutions authorizing participation in the preparation of a cooperative plan pursuant to said statute; and

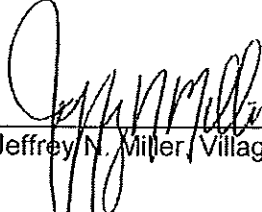
WHEREAS, the four municipalities have subsequently drafted the proposed Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan, dated July 25, 2006; have held a joint public hearing thereon on August 10, 2006, to solicit input on the proposed Plan, in accordance with §66.0307(4)(b), Wis. Stats.; and considerable public hearing testimony and written comments concerning the Plan were received and have been considered by the Village Board; and

WHEREAS, the Village Board finds that the terms of the proposed Cooperative Plan are reasonable, and that approval of the Plan will promote orderly development within the affected communities, avoid future intergovernmental conflicts and reasonably protect the economic interests of the Village;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of DeForest does hereby adopt the final version of the "Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan," dated December 18, 2006; and the Village President and Clerk are hereby authorized to execute the Plan in a form approved by the Village Attorney.

BE IT FURTHER RESOLVED that the Village President and Village Clerk are hereby authorized to execute any related documents in a form approved by the Village Attorney and to cooperate with the other participating municipalities in causing the Cooperative Plan, together with all written comments and other supporting documents, to be filed with the State of Wisconsin Department of Administration for approval in accordance with §66.0307, Wis. Stats; and the Village Attorney and other necessary Village staff shall cooperate with the participating municipalities and the Department and shall participate in all Department proceedings regarding the Cooperative Plan.

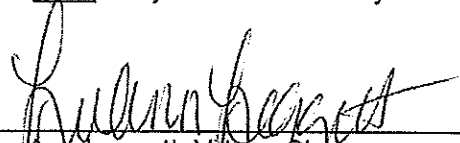
Adopted this 15th day of January, 2007.



Jeffrey N. Miller, Village President

Certification of Village Clerk

I, Lu Ann Leggett, the duly appointed and acting Clerk of the Village of DeForest, hereby certify that the foregoing Resolution 2007-02 was duly adopted at a properly noticed meeting of the DeForest Village Board on a vote of 1 "Ayes" and 0 "Nays" on the 15th day of January, 2007.



Lu Ann Leggett, Village Clerk



City of Madison
Certified Copy

City of Madison
Madison, WI 53703
www.cityofmadison.com

Resolution: RES-07-00123

File Number: 05294

Enactment Number: RES-07-00123

SUBSTITUTE - Adopting the final version of the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan, under Section 66.0307, Wisconsin Statutes, authorizing the Mayor and City Clerk to execute the Plan and directing the City Attorney and Planning Unit Staff to submit the Plan to the State of Wisconsin Department of Administration for approval.

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 February 6 and 7, 2006, the Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison adopted resolutions authorizing participation in the preparation of a cooperative plan pursuant to said statute; and WHEREAS, the four municipalities have subsequently drafted the proposed Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan, dated July 25, 2006; have held a joint public hearing thereon on August 10, 2006, to solicit input on the proposed Plan, in accordance with Sec. 66.0307(4)(b), Wis. Stats.; and considerable public hearing testimony and written comments concerning the Plan were received. (See separate Public Comment 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 Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan, dated ~~December 26, 2006~~ January 5, 2007; and the Mayor and City Clerk are hereby authorized to execute the Plan in a form approved by the City Attorney. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby 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 participating municipalities and the Department and shall participate in all Department proceedings regarding the said Cooperative Plan.

I, Maribeth Witzel-Behl, certify that this is a true copy of Resolution No. RES-07-00123, passed by the COMMON COUNCIL on 1/16/2007.

Maribeth Witzel-Behl

January 19, 2007

Date Certified

STATE OF WISCONSIN }
County of Dane } ss.

Wayne Toske, being duly sworn, both depose and say that he is the general manager of The Star, a newspaper published at the City of Sun Prairie, in the County of Dane, State of Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, was published therein on

July 20, 2006

July 27, 2006

August 3, 2006

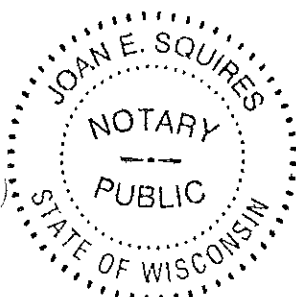
(Signed) Wayne P. Toske
General Manager

Subscribed and sworn before me this 19th day of

Jan 2007
Joan E. Squires
Notary Public, State of Wisconsin

My Commission expires 1-16, 2009

No. Lines 62 No. Times 3 Affidavit Fees \$ 1.00
Printers Fees \$ 84.90
Total \$ 85.90



NOTICE OF JOINT PUBLIC HEARING REGARDING TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE AND CITY OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

Notice is hereby given that the Town of Burke, Village of DeForest, City of Sun Prairie, and City of Madison will hold a joint public hearing in the Town of Burke Town Hall, 5365 Reiner Road, Madison, WI 53718 on Thursday, August 10, 2006, at 7:00 p.m., regarding the proposed Cooperative Plan ("Plan") between the Town of Burke, Village of DeForest, City of Sun Prairie, and 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 City Clerk, the Village Clerk or the Town Clerk no later than Thursday, August 31, 2006.

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 103, City-County Building, 210 Martin Luther King, Jr. Blvd., Madison, WI 53703; City of Madison Department of Planning and Development, Room LL-100, Municipal Building, 215 Martin Luther King, Jr. Blvd., Madison, WI 53703; Town of Burke Town Hall, 5365 Reiner Road, Madison, WI 53718; Village of DeForest Village Clerk, 203 Library Street, DeForest, WI 53532; and City of Sun Prairie City Clerk, 300 E. Main St., Sun Prairie, WI 53590.

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

The Plan affects all of the Town of Burke.

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

Dated this 20th day of July, 2006.
PUB. The Star: July 20, 27 & August 3, 2006

WNAXLP

Amanda Vogelzang, being duly sworn, doth depose and say that he (she) is an authorized representative of the DEFOREST TIMES-TRIBUNE, a weekly newspaper published at DeForest, Wisconsin, and that an advertisement or notice of which the annexed is a true copy, taken from said paper, was published therein on

July 20, 2006

July 27, 2006

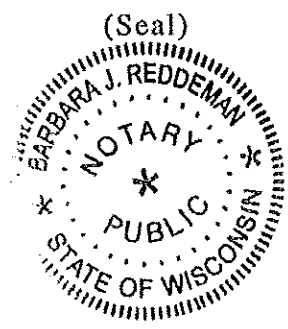
August 3, 2006

(Signed) [Signature]
Office Manager (Title)

Subscribed and sworn to before me this 17th day of January, 2007

[Signature]
 Notary Public, Dane County, Wisconsin

My Commission expires 2-10, 2008



NOTICE OF JOINT PUBLIC HEARING REGARDING
TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE AND CITY OF MADISON
PROPOSED COOPERATIVE BOUNDARY PLAN

Notice is hereby given that the Town of Burke, Village of DeForest, City of Sun Prairie, and City of Madison will hold a joint public hearing in the Town of Burke Town Hall, 5065 Parker Road, Madison, WI 53718 on Thursday, August 10, 2006, at 7:00 p.m. regarding the proposed Cooperative Plan (CP) between the Town of Burke, Village of DeForest, City of Sun Prairie, and 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 delivery to either City Clerk, the Village Clerk or the Town Clerk no later than Wednesday, August 23, 2006.

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 101, City County Building
 210 Martin Luther King, Jr. Blvd.
 Madison, WI 53703

City of DeForest of Planning and Development
 Room LL-100, Municipal Building
 214 Martin Luther King, Jr. Blvd.
 Madison, WI 53703

Town of Burke
 Town Hall
 5065 Parker Road
 Madison, WI 53718

Village of DeForest
 Village Clerk
 201 E. Brady Street
 DeForest, WI 53528

City of Sun Prairie
 City Clerk
 200 E. Main St.
 Sun Prairie, WI 53590

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

The Plan affects all of the Town of Burke.

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

Dated this 17th day of July, 2006.
 Published in the DeForest Times-Tribune on July 20, 27, August 3, 2006.
 WJNAXLP

Capital Newspapers Proof of Publication Affidavit

#100

Ad #: 594983

Price: \$132.84

Ad ID: Order#100

Retain this portion for your records.

Please do not remit payment until you receive your advertising invoice.

Mail to:

MADISON CITY CLERK
210 M.L. KING JR. BLVD
DEPUTY CLERK #103
MADISON, WI 53703-3342

I certify that the foregoing is a true and correct copy of said document to be filed in the office of the City Clerk of the City of Madison, Wisconsin.

Dated January 19, 2007

Maibeth Witzel-Bell
City Clerk

RECEIVED-CITY OF MADISON
CLERKS OFFICE
06 AUG -4 PM 2:28

STATE OF WISCONSIN

Dane County

ss.

Ellen F. Cox

NOTICE OF JOINT PUBLIC HEARING REGARDING TOWN OF BURKE, VILLAGE OF DEFOREST, CITY OF SUN PRAIRIE AND CITY OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

Notice is hereby given that the Town of Burke, Village of DeForest, City of Sun Prairie, and City of Madison will hold a joint public hearing in the Town of Burke Town Hall, 5365 Reiner Road, Madison, WI 53718 on Thursday, August 10, 2006, at 7:00 p.m., regarding the proposed Cooperative Plan ("Plan") between the Town of Burke, Village of DeForest, City of Sun Prairie, and 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 City Clerk, the Village Clerk or the Town Clerk no later than Thursday, August 31, 2006.

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 103, City County Building, 210 Martin Luther King, Jr. Blvd., Madison, WI 53703; City of Madison Department of Planning and Development, Room LL-100, Municipal Building, 215 Martin Luther King, Jr. Blvd., Madison, WI 53703; Town of Burke Town Hall, 5365 Reiner Road, Madison, WI 53718; Village of DeForest Village Clerk, 203 Library Street, DeForest, WI 53532; and City of Sun Prairie City Clerk, 300 E. Main St., Sun Prairie, WI 53590.

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

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

Dated this 20th day of July, 2006. PUB. TCT: July 20, 27 and August 3, 2006 (#6594983) WNA:XP

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 20th, 2006

July 27th, 2006

August 3rd, 2006

(Signed)

Ellen F. Cox

(Title)

Principal Clerk

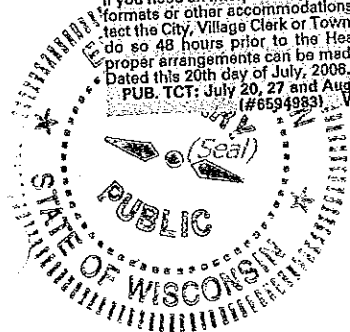
Subscribed and sworn to before me on

8-3-06

Ellen M. Morgan

Notary Public, Dane County, Wisconsin

My Commission expires May 24th, 2009



Capital Newspapers Proof of Publication Affidavit

Ad #: 588584

Price: \$78.85

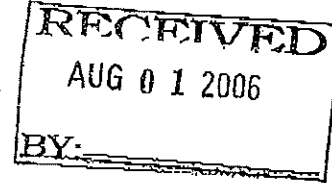
Ad ID: JtPubHrg

Retain this portion for your records.

Please do not remit payment until you receive your advertising invoice.

Mail to:

BURKE, TOWN OF
5365 REINER RD
AMY VOLKMAN
MADISON, WI 53718



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 13th, 2006

July 20th, 2006

July 27th, 2006

JOINT PUBLIC HEARING
TOWN OF BURKE, VILLAGE OF DEFOREST
CITY OF MADISON, CITY OF SUN PRAIRIE
AUGUST 10, 2006, 7:00 AM
TOWN OF BURKE, TOWN OF MADISON
ROAD, MADISON, WISCONSIN 53718
The Town of Burke, Village of DeForest, City of
Madison and City of Sun Prairie are holding a
public hearing to receive comments regarding
proposed cooperative boundary agreements
between the four municipalities. Agreements may be
proposed at the Town of Burke, 5365 Reiner Rd,
Village of DeForest Municipal Building, 300
DeForest Street, City of Sun Prairie, Clerk
Office, 300 East Main Street, Sun Prairie and
City of Madison, Clerk's Office, 2102 Martin
Luther King, Jr. Blvd., Room 7-103, Madison.
Hearing times are as follows:
July 13th, 7:00 AM to 8:00 AM
July 20th, 7:00 AM to 8:00 AM
July 27th, 7:00 AM to 8:00 AM
Comments may be submitted in writing to the cooperative
boundary plan during the hearing and may
be submitted in writing before, after within
20 days following the hearing. All comments
shall be considered by the participating mu-
nicipalities.
PUB. WIS. July 13, 2006
#588584) WNA:XP

(Signed)

Ellen F. Cox

(Title)

Principal Clerk

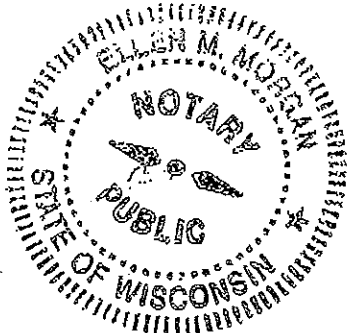
Subscribed and sworn to before me on

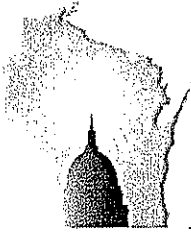
7-28-06

Ellen M. Morgan

Notary Public, Dane County, Wisconsin

My Commission expires May 24th, 2009





WISCONSIN DEPARTMENT OF
ADMINISTRATION

JIM DOYLE
GOVERNOR

MICHAEL MILLER
SECRETARY

Division of Intergovernmental Relations
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 267-6902
Fax (608) 267-6917

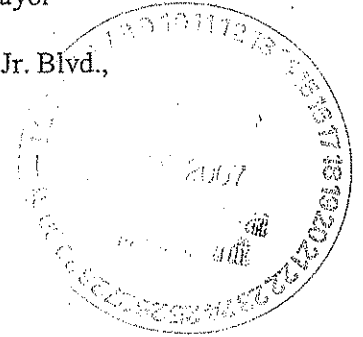
May 8, 2007

Mr. Kevin Viney, Chairperson
Town of Burke
5365 Reiner Road
Madison, WI 53719

Mr. Dave Cieslewicz, Mayor
City of Madison
210 Martin Luther King Jr. Blvd.,
Room 403
Madison, WI 53703

Mr. Jeff Miller, President
Village of DeForest
306 DeForest Street
DeForest, WI 53532

Mr. Joe Chase, Mayor
City of Sun Prairie
300 East Main Street
Sun Prairie, WI 53590



Re: Approval of the "Final Town of Burke, Village of DeForest, City of Sun Prairie, and City of Madison Cooperative Plan"

Dear Chairperson Viney, Mayor Cieslewicz, President Miller, and Mayor Chase;

On behalf of the Department of Administration, I am pleased to provide you with our approval of your "Cooperative Plan" that is dated May 4, 2007.


Congratulations on your long, complicated, and ultimately successful effort! Acting in concert, your four communities are making Wisconsin history through your willingness to engage in effective and collaborative long-term problem-solving.

In particular, I would like to recognize your counsel and staff who assisted the department during our review: Attorneys James M. Voss and Katherine C. Noonan, Planning Unit Director Bradley J. Murphy, Attorney H. Stanley Riffle, Administrator Amy Volkman, Administrator JoAnn Miller, Attorney Allen D. Reuter, Administrator Patrick Cannon and Attorney Paul Evert.

This innovative and exemplary agreement is clearly a team effort on the part of your four communities, and we appreciate the very thoughtful problem solving and integration of ideas and future visions that it represents. This agreement will be a useful guide for other jurisdictions with a history of complicated intergovernmental interactions.

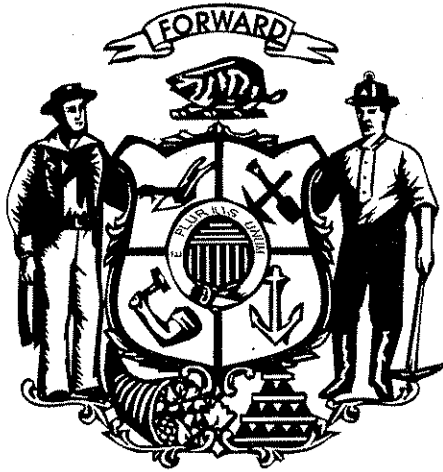
Should you, your staff, council, or board members have any questions concerning our approval document, or subsequent cooperative agreement implementation issues, please do not hesitate to contact me at (608) 266-0683.

Sincerely,


George Hall
Municipal Boundary Review

Attachment

Cc: Amy Volkmann, Administrator, Town of Burke
Attorney H. Stanley Riffle, Counsel for Town of Burke
James M. Voss, Assistant City Attorney, City of Madison
Katherine C. Noonan, Assistant City Attorney, City of Madison
Bradley J. Murphy, Planning Unit Director, City of Madison
Maribeth Witzel, Clerk, City of Madison
Allen D. Reuter, Attorney, Village of DeForest
JoAnn Miller, Administrator, Village of DeForest
LuAnn Leggett, Clerk, Village of DeForest
Paul Evert, City Attorney, Sun Prairie
Patrick Cannon, Administrator, City of Sun Prairie
Diane Hermann-Brown, Clerk, City of Sun Prairie
Mike Wolf, Administrator, Town of Blooming Grove
Kim Bannigan, Clerk, Town of Cottage Grove
Sandra Klister, Clerk, Town of Bristol
Cheryl L. Theis, Clerk, Town of Windsor
Donna L. Meier, Clerk, Town of Madison
Thomas G. Wilson, Clerk, Town of Westport
Robert Pulvermacher, Clerk, Town of Vienna
Kim Manley, Clerk, Village of Cottage Grove
Sandra Wilke, Clerk, Village of Maple Bluff
Robert Ohlsen, Clerk, Dane County
Todd Violante, Director, Planning Department, Dane County
Dr. John Bales, Administrator, DeForest Area School District
Dr. Art Rainwater, Superintendent, Madison Metropolitan School District
Dr. Tim Culver, Superintendent, Sun Prairie Area School District
Peter Conrad, Dane County Zoning and Land Regulation Committee
Keith Foye, Farmland Preservation, Department of Agriculture, Trade and Consumer Protection
Tom Gilbert, Watershed Management Bureau, Wisconsin Department of Natural Resources
John Vesperman, Wisconsin Department of Transportation District 1
State Representative Joseph Parisi
State Representative Mark Pocan
State Representative David Travis
State Representative Gary Hebl
State Representative Eugene Hahn
State Senator Jon Erpenbach
State Senator Mark Miller
Laura Arbuckle, Administrator, DOA Division of Intergovernmental Relations
Mark Saunders, DOA Deputy Legal Counsel



WISCONSIN DEPARTMENT OF ADMINISTRATION

**APPROVAL OF THE FINAL TOWN OF BURKE, VILLAGE OF DeFOREST,
CITY OF SUN PRAIRIE, AND CITY OF MADISON COOPERATIVE PLAN**

May 2007

Introduction

The boundary change pursuant to approved cooperative 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 and agreement 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 nineteenth cooperative plan submitted to, and approved by, the Department.

On February 5th, 2007, the Department of Administration received the *Final Town of Burke, Village of De Forest, City of Sun Prairie, and City of Madison Cooperative Plan*, dated January 5, 2007, (hereinafter called either the "Agreement," "Plan," "Cooperative Plan," or "Cooperative Plan Agreement"). This Agreement was preceded by resolutions authorizing participation in the preparation of a cooperative plan pursuant to s. 66.0307, Wis. Stats., variously dated February 6th through 9th, 2006, and the required joint public hearing was held August 10, 2006.

The purpose of this complex four-way Agreement is to address the existing fragmented nature of the Town of Burke and establish new, mutually agreed upon boundaries for the two cities and one village that, at the end of the Protected Period, will result in the eventual dissolution of the Town of Burke. To that end, this Agreement establishes a basis for intergovernmental cooperation, provides for an orderly transition of Town territory to the Village of DeForest, City of Madison and City of Sun Prairie, authorizing the two cities and village to exercise their respective statutory official map, extraterritorial zoning and subdivision jurisdiction within their respective Boundary Adjustment Areas, and preserves the Town's financial viability while it remains a Town. This agreement provides for the eventual dissolution of the Town through gradual owner-driven transition after a "protected period" of approximately 30 years.

This Agreement takes effect upon approval by the Department and terminates at 12:01 a.m. on October 27, 2036 (the "Transition Date").¹ A detailed discussion of the purposes, issues, problems, and opportunities that led to this 30-year transition period are discussed in Section 4 beginning on page 6 of the Agreement.² During the pendency of the agreement, the Town retains full and independent governmental authority throughout the Town, agreeing to "...exercise that authority in good faith in order to protect the Town's interests and to assure that the Town's finances and property are in reasonable condition for transfer to DeForest, Madison, and Sun Prairie at the end of the Protected Period."³ Throughout the Agreement certain specified obligations, not limited to those described in Sections 8 (relating to sanitary sewer and water service) and 17 (relating to job continuity for town employees), will remain in force beyond the termination date.

The affected territory and Final Boundary Adjustment Area is shown on the Cooperative Plan map submitted with the Agreement as Exhibit 3. The territory affected by this plan is located entirely within the Town of Burke, Dane County, Wisconsin (Town 8 North, Range 10 East).

¹ "Final Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan," p. 9, by Final Attachment Ordinances for which the Town can seek specific performance in the event one of the three parties fails to adopt their ordinance, pp. 27-28.

² Id.

³ Id., p. 9.

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 this Cooperative Plan and Agreement *complies* with the Department's approval requirements. 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.

Before cooperative plans are submitted to the Department, a joint public hearing conducted by the parties to the agreement in order to receive public comment is required. Pursuant to s. 66.0307(4)(a), Wis. Stats., a joint public hearing was held by the four parties to the Agreement on August 10, 2006.⁴ The hearing record following Exhibit 13 of the Agreement indicates that 29 individual registrations were received and 18 speakers provided testimony during the hearing. In addition the hearing record contains approximately 170 pages of written submissions and petitions. A subsequent nine-page staff report titled "Public Comment Report on proposed Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan" outlines salient issues discussed at the hearing, and describes how the four participating municipalities considered the comments and briefly summarizes the subsequent revisions to the Agreement: These changes include extending the term of the agreement by 11 years, eliminating an "early termination" provision unless a full Plan amendment occurs, addressing concerns about special assessments for public infrastructure, and providing greater flexibility and opportunity for refining eventual open-space separation requirements between Madison and Sun Prairie.⁵

Attachment 1 of the Agreement contains copies of authorizing resolutions approved by the City and Town, and identifies 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), Dane County Planning and Development Department, 15 area school districts, 52 municipal clerks, 21 sewerage and sanitation districts, the county clerk, the Ho-Chunk Nation, and this Department.

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

After the Department receives a cooperative plan for review and approval, a public hearing may be requested by any person, or the Department may, on its own motion, conduct a public hearing. In this instance, although a number of affected individuals or representatives of groups contacted the Department and raised questions or concerns about the Agreement prior to receipt of the Agreement by the Department, no such request for public hearing has been

⁴ Id., Attachment 3.

⁵ Memorandum entitled "Public Comment Report on proposed Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan" dated December 20, 2006, by James M. Voss, et al., to Mayor Cieslewicz and Members of the Common Council, p. 9.

received by this Department,⁶ and the Department believes that the purpose of this Agreement is clear and that the information submitted to the Department by the four participating parties is sufficiently adequate so that no additional public hearing is necessary.

Description of Territory Subject to the Cooperative Plan and Boundary Adjustment Methodology

Boundary adjustment area

The territory contained in the Cooperative Plan constitutes the entire remaining territory of the Town of Burke, Dane County, Wisconsin (T8N, R10E). A recent small annexation of Town of Burke territory in the far SW corner to the Village of Maple Bluff preceded the municipal resolutions adopting the Plan and forwarding it to the Department for review. This last-minute annexation was anticipated by the parties and does not affect this Agreement that identifies Boundary Adjustment Areas containing territory that ultimately transfers to DeForest, Sun Prairie, and Madison (see the map Exhibits 3 and 4 of the Agreement).

Methods and conditions of transfer of territory

In addition to defining the circumstances under which landowners within the respective Boundary Adjustment Areas may seek attachment by DeForest, Sun Prairie, and Madison, the Agreement also provides that the municipal parties may "...by agreement with Burke and the affected property owner, ...detach lands to Burke in order to consolidate parcels under common ownership into a single jurisdiction."⁷

While each of the three respective Boundary Adjustment Areas share similar provisions for transfer of Burke territory, such as allowing property owners outside of "Protected Areas" to determine the timing of the transfer upon acceptance by the particular municipality without limitation,⁸ and requiring all remaining property to transfer at the expiration of the Agreement (the end of the "Protected Period"), there are subtle differences between the three incorporated jurisdictions. Acceptance of attachments within the Boundary Adjustment Area-DeForest is at the discretion of the Village, territory within the Protected Areas must wait until the end of the Agreement before attaching; transfer by attachment within the Boundary Adjustment Area-Sun Prairie and Boundary Adjustment Area-Madison is similarly worded, except that territory from a Protected Area in the Boundary Adjustment Area-Sun Prairie may attach at any time provided approval is received from both Burke and Sun Prairie.

Within the Boundary Adjustment Area-Madison for that portion lying within the DeForest Area School District, Section 3.3 of the Agreement provides for an annual building permit allocation limitation in order to accommodate public school planning by the district.⁹ The parties provide that this allocation may be reviewed and modified by mutual agreement of De Forest and Madison through a s. 66.0301, Wis. Stats., intergovernmental agreement.

Approval Criteria Applicable to the Department

⁶ Section 66.0307 (5) (b), Wis. Stats., provides 10 days following receipt of the Cooperative Plan by the Department within which a hearing may be requested by any person.

⁷ Id., Section 3, p. 3. In a similar vein, the parties agree not to attach territory (except as part of the Final Attachment, or as otherwise provided) to the two cities and village without the express approval of the property owners. See p. 27.

⁸ Id., p. 26.

⁹ Id., the allocation formula is explained on pp. 4-5; maintaining this allocation also responds to a shared concern held by other municipalities who are part of the De Forest School District.

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.

This Cooperative Plan and Agreement 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 are stated; 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 and other submissions contain evidence that opportunities for public, municipal, and public agency comments were provided during preparation of the plan; and finally, the Plan is deemed 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 Boundary Adjustment Areas will be consistent with and governed by applicable City, County and Town general ordinances and plans as described in Sections 7 and 18 of the Agreement, beginning on pages 12 and 51, respectively. These and other sections of the Cooperative Agreement enumerate particular ordinances, including street graphics control, stormwater management, special assessment, as well as ordinances and county/regional plans prepared by the former Dane County Regional Planning Commission (DCRPC) such as the “Dane County Land Use and Transportation Plan” and “Water Quality Management Plan” that will continue to apply until revised or replaced within territory covered by the agreement. In addition, the territory remains subject to transportation improvements recommended by the existing Madison Area Metropolitan Planning Organization (MPO). In addition, individual comprehensive plans, popularly known as “smart growth” plans complying with s. 66.1001, Wis. Stats., for the territory contained by this Plan, have been prepared and adopted by the Town of Burke, the Village of De Forest, and the City of Madison. City of Sun Prairie is currently utilizing the existing City of Sun Prairie Master Plan 2020, and expects to replace this with a s. 66.1001, Wis. Stats., comprehensive plan sometime during the term of this Agreement.

At the neighborhood and parcel level, specific neighborhood plans developed by the City of Madison (Rattman, Nelson, Hanson, and Felland Neighborhood Development Plans), and City of Sun Prairie (Westside Neighborhood Land Use and Transportation Plan, Residential Development Phasing Plan, and intends to develop additional plans for the territory within the Boundary Adjustment Area-Sun Prairie), will assist in guiding land use and development

decisions. Village of De Forest will rely upon its' Comprehensive Plan for land use and development guidance.

Through this Agreement, the Cities of Madison and Sun Prairie expect to modify their Community Separation agreement originally adopted on March 25, 1991, and subsequently amended in 1993 and 1995. The terms of this modification as shown in Exhibits 11 and 12 are not enforceable by the other two parties to this Agreement, and is made in part in order to respond to comments from property owners received during and after the public hearing.

The preceding comments, in addition to the assertions by the parties on page 52 of the Agreement, along with the Department's analysis of the Agreement, 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 and Agreement will be consistent with local, state, and federal laws. As stated on page 8 of the December 20, 2006, Memorandum on "Public Comment Report on Proposed... Cooperative Plan," in response to written comments received from Dane County Planning and Development Department, envisioned future growth is already included in the respective adopted growth and development plans, and no new issues are "...being caused, created, or exacerbated by this Plan."

(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.

As stated in Section 8 of the Agreement, the Plan provides for the provision of municipal sewer and water, storm water and transportation infrastructure to be provided throughout the Boundary Adjustment Areas exclusive of the Protected Areas as "...Town lands become attached to and developed in the respective City or Village."¹⁰ Within the Agreement, each city and village has its own specific provisions for extending full urban services into the Boundary Adjustment Areas.

For the De Forest Boundary Adjustment Area, public water and sewer service provided by the Token Creek Sanitary District has been transferred to the Village pursuant to a service agreement already approved by the Wisconsin Public Service Commission (Exhibit 8 of the Agreement, and as modified by this Agreement).

During the term of the Agreement, the Boundary Adjustment Area to be attached to Sun Prairie will be served when the City determines that such services should be extended, or could be more efficiently provided through intergovernmental agreement by the City of Madison as infrastructure is extended by Madison into the adjoining Boundary Adjustment Area-Madison.

Within the Boundary Adjustment Area-Madison, Section 12 of the Agreement describes the conditions for receiving service: Services must be reasonably available to the subject parcel(s), property must be located within the approved Urban Service Area pursuant to the Dane County Land Use and Transportation Plan and the Water Quality Management Plan, the owner must agree to pay the cost of service extension, and also agree to an irrevocable commitment to

¹⁰ Id., pp. 18-19, and 26. This Agreement maintains the provisions of 2003 Act 317 that provides towns with compensation of 5 years of local-purpose property taxes equal to the amount levied in the year of attachment.

attach property to Madison within 5 years or by whatever schedule is in place. The City recognizes that implementation of these provisions will necessitate coordination with, and approvals from, the Dane County Planning and the Wisconsin Department of Natural Resources. Exhibit 9 of the Agreement states that Madison is purchasing the entirety of Burke Utility District Number One, and will assume responsibility for providing service to this designated territory.

Currently DeForest is providing water and sewer service to existing customers within its' extraterritorial area lying within the Boundary Adjustment Area slated to go to Madison (Exhibit 6), and this service will continue and be extended to new customers within the area according to the provisions found in Exhibit 6 and 8 and on pages 20 and following of the Agreement. It is evident that Madison and DeForest have arrived at a process to assure continued services to existing and future customers in the affected area, and have established a process and procedure with terms described on pages 21-25 of the Agreement, including a provision for initiating modifications to these arrangements through future s. 66.0301, Wis. Stats., agreements.

As parcels within the respective Boundary Adjustment Areas may remain in the Town for a significant period of time, Section 12, pages 31-32 of the Cooperative Plan provides for a blanket pre-approval provision by the Town for special assessments levied by the respective City or Village on parcels that will ultimately attach to them. In the event this blanket pre-approval is not possible (and it is a potential legal question the Department deems lies beyond the scope of Departmental approval authority for the Cooperative Plan), the Town agrees to the extent it is able, to timely approve each special assessment levy. Section 12 further identifies the type of improvement activity for which special assessments would be levied, and for the Boundary Adjustment Area-Madison, a list of streets for which assessments for physical improvements would be sought.

(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 three Boundary Adjustment Areas for the respective parties are located entirely within the civil township of Burke, Dane County, Wisconsin, Town 8 North, Range 10 East. These Boundary Agreement Areas include fragments of town territory in the southeast corner that border the Towns of Sun Prairie and Blooming Grove,¹¹ as well as larger blocks of Town territory lying south of the City of Sun Prairie and adjoining the Town of Sun Prairie lying to the east. Other Town lands exist west and north of the Dane County Airport adjoining the Towns of Westport on the west, and extending to the northerly border with the Town of Windsor and Village of DeForest. The last remaining significant Town commercial area that has not been annexed is the Token Creek truck stop territory at the intersection of USH 51 and IH 90-94.

¹¹ The Town of Blooming Grove also participated in the development of a s. 66.0307, Wis. Stats., cooperative plan and agreement with the City of Madison, approved by the Department in 2006.

The various map Exhibits, such as Exhibit 7, Current Land Use, illustrate the very complex and fragmented municipal boundary situation that the four parties are seeking to resolve through this agreement, while respecting landowner wishes balanced against the development pressures being experienced by the entire Boundary Agreement Area (with the exception of the reserved park and open space lands of Token Creek and Cherokee Marsh), and the concomitant need for joint planning and orderly growth. While not necessarily pleasing all residents, the parties made significant effort in a majority of instances to recognize the affinity of existing subdivisions with a particular incorporated community. In order to accommodate certain affected subdivisions included in the Boundary Agreement Area-Madison, this Agreement was extended to 30 years in order to preserve residents' ability to remain in the Town, and the need and likelihood of special assessments for street and infrastructure improvements clarified.

Present and potential transportation systems

Several former Dane County Regional Planning Commission (DCRPC) and attached Metropolitan Planning Organization documents have been completed for this area, including recommendations for streets, pedestrian-ways, bikeways and transit service, and development staging. These plans include a Dane County Land Use and Transportation Plan completed by the former DCRPC in 1997, a Bicycle Transportation Plan (2000) for the Madison Urban Area and Dane County by the Madison Area Metropolitan Planning Organization (MPO – now a separately constituted body), a 2004-2008 Transit Development Program for the Madison urbanized area prepared by the new Madison Area MPO, and subsequently approved by the Madison Common Council on July 20, 2004, and subsequently by the MPO on August 4, 2004.

Other planning documents listed in Section 18 of the Agreement also address transportation indirectly, including adopted neighborhood plans, the City's Pedestrian and Bicycle Plans, as well as the 1999 Town of Burke Comprehensive Plan.

In various sections of the Agreement, such as Section 12, specific streets are enumerated for improvements, and a commitment is stated to interconnect existing subdivisions as new subdivisions are platted and the urban fabric is blocked-in. In addition, many of the developed town areas are already well-connected to existing surface streets.

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

One of the issues causing the 4 parties to reach consensus is the need to assure that orderly development occurs within the Plan area (see Section 4, pp. 6-8), by requiring that additional development in the Plan area be approved "...by the respective City or Village to which it will eventually be attached..." in order to assure that "...public sanitary sewer and water service infrastructure is provided throughout the Cooperative Plan Area...."

Considering the various ways by which the parties intend to serve the plan area (described previously on pages 5 and 6) and principally in Section 8 of the Agreement, the Department finds that the approaches taken by the parties will assure that the requirement for sewer, water, and storm drainage infrastructure and management policies have been met and that adequate infrastructure will be available to serve the Boundary Adjustment Area.

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Fiscal capacity

The following Table 1 provides evidence of financial capacity necessary to provide for infrastructure and related improvements by the four parties. This information is based on values reported by the Wisconsin Department of Revenue and by the municipalities.¹²

It is apparent from Table 1 that significant capacity exists to fund necessary improvements, especially considering that many of the infrastructure improvements will likely be financed through revenue bonds that do not count against the general obligation debt limit ceiling.

Table 1
Available Debt Capacity

| | Equalized Value With TID In* | 5% Debt Limit Value | Existing GO Debt# | Available Debt Margin | % of Capacity Available |
|---------------------|------------------------------------|------------------------|-------------------------|-----------------------------|-------------------------------|
| Town of Burke | 401,352,400 | 20,067,620 | 625,000 | 19,442,620 | 96.9% |
| Village of DeForest | 785,397,400 | 39,269,870 | 9,273,993 | 29,995,877 | 76.4% |
| City of Madison | 21,219,003,600 | 1,060,950,180 | 196,475,727 | 864,474,453 | 81.5% |
| City of Sun Prairie | 2,296,727,600 | 114,836,380 | 49,417,412 | 65,418,968 | 57.0% |

*Using WI DOR-reported 2006 equalized values
#GO Debt reported by communities as of 12/31/06

In order to minimize the impact of loss of tax revenue to Burke over the 30-year term of the agreement, whenever property is attached to De Forest, Madison, or Sun Prairie, the respective City or Village will remit five years of local-purpose property taxes and also assume responsibility for providing municipal services.¹³

The Department finds that all four parties are capable of financing a full range of services to those areas destined to be served according to provisions contained within the Cooperative Plan, and that effort has been taken to lessen the impact of periodic attachments on the Town of Burke.

Shopping and social customs

Each of the three municipalities is a full-service community in its own right, and although DeForest and Sun Prairie both share proximity to the regional shopping opportunities offered in Madison by East Towne Mall, all three municipalities provide their own unique shopping, employment, recreational programming, school districts, and religious institutions that give each the community character described in Section 7.4 of the Agreement beginning on p. 14.

¹² "2006 Equalized Value Information," Wisconsin Department of Revenue, reported at <http://www.dor.state.wi.us/slf/cotvc/06mdv.pdf>, and by phone and email correspondence with the municipalities on April 19, 2007.

¹³ Id., p. 7.

De Forest

The Boundary Adjustment Area-DeForest includes the STH-19 and IH-90-94 interchange, as well as the northerly and westerly quadrants of the USH-51 and IH 90-94 interchanges. This Boundary Adjustment Area lies closest to De Forest, approximately 2.5 miles due south from the Village. South of this area within the Boundary Adjustment Area-Madison, lie park and open space lands that serve to separate this area from Madison and give it greater identity with DeForest. The Boundary Adjustment Area-DeForest is largely served by the DeForest School District, and contains numerous churches "...located in and around the Village of De Forest, including the Boundary Adjustment Area-DeForest.

Sun Prairie

The Boundary Adjustment Area-Sun Prairie largely comprises residential subdivisions developed in Burke. The City, in addition to existing small-scale shopping centers in the City, plans to construct additional shopping areas in the Sun Prairie Westside Neighborhood. "Most of the Boundary Adjustment Area-Sun Prairie lies within the DeForest School District..." and the Agreement indicates that school district boundaries are not likely to change.¹⁴ Similar to DeForest, Sun Prairie, including the Boundary Adjustment Area-Sun Prairie, contains a significant number of churches and social organizations that are listed on p. 17 of the Agreement.

Madison

The Boundary Adjustment Area-Madison contains the majority of Town of Burke territory lying south of the designated Boundary Adjustment Area-De Forest and south and west of the Boundary Adjustment Area-Sun Prairie, including a number of residential subdivisions lying east of Reiner Road. The City is a major center of commerce in Dane County and southern Wisconsin. The central business district as well as neighborhood commercial areas provide community-wide gathering places for major events, and meeting spaces for various social organizations, several shopping districts, with various churches and social organizations occurring throughout the City, including the Boundary Adjustment Area-Madison. The City's Comprehensive Plan contains an extensive discussion summarizing economic, commercial, community facilities, religious and other institutions.

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 intent of this complex Plan and Agreement is to provide for the orderly assimilation of the entire territory of the existing Town by the Village of DeForest, City of Madison, and City of

¹⁴ Id., p. 16. Actually school district boundary changes are regulated through a separate statutory process and are largely unaffected by this agreement. However the districts themselves may, at some point, elect to alter their boundaries in order to balance growth in students with a corresponding growth in tax base, and for other considerations.

Sun Prairie. Given the number of jurisdictions seeking to coordinate their land planning, infrastructure development and other planning activities, this Agreement is without doubt one of the most unique and successful multi-party collaborations among all of the cooperative plans and agreements previously reviewed and approved by the Department.

The transfer of territory proposed by the Cooperative Plan will result in a more logical boundary for the three incorporated municipalities than currently exists, as the original 36-square mile Town has been, with the exception of Town territory north of the Dane County Airport and west of USH-51, fragmented and checker-boarded by successive annexations, leaving numerous town islands and town peninsulas within the City of Madison, and a large town island within the City of Sun Prairie (legally viable because this island also includes a small portion of the Town of Sun Prairie). Completion of the attachments and transfers at the end of the 30-year period will result in borders that are co-incident, for Madison, with Town of Westport on the West, Village of DeForest, Town of Windsor, and City of Sun Prairie on the north and Town of Sun Prairie on the east.

Environmental Protection

The entire territory is subject to the Dane County Water Quality Management Plan, and the Dane County Land Use and Transportation Plan, both of which identify environmentally sensitive areas from which development has been or will be excluded by all of the parties. The local plans that will guide development in the respective jurisdictions reflect this coordinated approach to natural resource preservation.¹⁵

As urban-scale development occurs, air quality, ground water, and other environmental impacts are expected to be reduced as a result of development conforming to County, Village or City growth and development, and environmental control ordinances. As additional residential development occurs, Madison intends to extend Madison Metro Transit service, resulting in "...less reliance on low-occupancy motor vehicle use within the area." Similarly as additional residential development occurs, the respective water utilities will extend services, and fewer residents will need to rely on private wells, minimizing groundwater impacts of well pumping and potential sources of contamination by relying upon municipal wells sited according to local and state regulations.¹⁶

"Environmentally sensitive lands will be identified and preserved as part of the development review and approval process."¹⁷ The parties state that as development occurs, neighborhood development plans that include identification of park and open-space lands, wetlands, stormwater drainage corridors, flood plains, navigable streams, natural areas, significant woodlands, and steep slopes, will apply.¹⁸

Within the Boundary Adjustment Areas, Cherokee Marsh and Token Creek provide significant environmental resources recognized by the parties, as well as Town of Windsor (lying due north of the Town of Burke). An effort is underway by all of the area communities especially including Town of Windsor, to restore and maintain Token Creek and the associated springs as a premier coldwater trout fishery. The Agreement states that new development will be subject to increasing requirements imposed by the State and County as efforts are made to safeguard and protect this resource, and that "no proposed land uses are expected to have any significant

¹⁵ Id., pp. 35-36.

¹⁶ Id., p. 33-34.

¹⁷ Id., p. 35.

¹⁸ Id.

impact on Token creek, particularly with the current Dane County stormwater management regulations that are in effect.”¹⁹

On pages 38 and 39, the Agreement discusses environmentally sensitive species identified from Wisconsin Department of Natural Resources information, including one state-listed threatened animal species and four state-listed threatened plant species, along with 8 species of “special concern.” The existing County and local regulatory framework takes these species into account when considering platting, and the siting of transportation and utility infrastructure.

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 given the stated purpose of the Agreement. Furthermore, the Department finds that the four parties to the Agreement have taken sufficient steps to adequately plan development within the Boundary Adjustment Areas 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, including the respective City, Village and Town s. 66.1001, Wis. Stats., comprehensive plans, as well as the neighborhood planning policy of the two Cities.

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 14, Environmental Evaluation of the Cooperative Plan as discussed under the previous heading that the Agreement includes provisions for preserving important environmental resources and minimizing detrimental environmental consequences of existing and future development through the combined implementation of the Agreement with the many other area and locally adopted plans and activities enumerated in this document.

Housing

In Section 15, beginning on page 40, the four parties identify population projections and income statistics for their current jurisdictions, indicating that continued demand for housing for all income levels in the area is very likely. Currently Burke does not have a documented affordable housing objective, in contrast to the Village and two Cities, all of whom have affordable housing goals and programs as explained in considerable detail on pages 41 through 48 of the Agreement.

Implementation of the Plan will positively effect the creation of safe and affordable housing by permitting orderly development of additional residential areas within the Boundary Agreement Area, while preserving and making available existing affordable housing to respective low and moderate income residents, along with essential social support programs. DeForest indicates

¹⁹ Id., p. 37.

that in the event a shortage of affordable housing is detected, tools such as vouchers and rent control will be considered. Sun Prairie has over 400 units of federally-assisted housing available, and states that while development of affordable housing in their Boundary Adjustment Area may not be feasible, it will continue to address housing affordability through implementation of City Master Plan goals and objectives. 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."²⁰ 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. The City participates in numerous state and federal housing supply- and demand-side housing programs, including supporting numerous groups whose objectives are to expand the supply of affordable housing to lower income groups. The program activities and the supported groups are enumerated in Section 15, pages 45 through 48 of the Agreement.

Historical, Archaeological or Architecturally Significant Resources

The Agreement on pages 39-40 states that 51 significant historic structures are listed on the Wisconsin Architectural and Historical Inventory, with none having national or state landmark status. In addition, the Boundary Adjustment Area contains a number of archaeological sites dating back to 9000 BC. The archaeological sites are currently found on private lands and, unless they contain burial remains, are not subject to state or federal regulation. At least five burial sites, including four Euro-American cemeteries, are subject to protection by s. 157.70, Wis. Stats.

Alternatives considered

Because of the fragmented geography of the remaining Town of Burke, maintaining the option of remaining as a Town is very problematic. Consolidation with any one community is not practical due to the multiple school districts, the identity that town residents have with neighboring municipalities, and the inability of any one of the neighboring jurisdictions to physically provide full municipal services to the entire town. If the status quo were to continue, the inability of the Town to challenge annexation for whatever reason due to 2003 Act 317 means that territory and tax base will, absent an agreement, continue to erode.

In forging this Agreement the four parties, by coming together and undertaking joint problem-solving, have taken a very creative approach to addressing the Issues, Problems, and Opportunities identified in Section 4 (pages 6-8) of the Agreement. They have done so in a manner that assured that the broadest range of alternatives and solutions were in fact considered before the respective final Boundary Adjustment Areas were delineated and mutually agreed upon. That the Town of Burke worked collaboratively with three neighboring incorporated jurisdictions has actually increased the number of solutions to be considered, allowing for consideration of municipal and residential preferences, the location of school district boundaries and particular needs (such as the desire to continue to monitor and control the ratio of residential development and tax base affecting the DeForest School District), as well as particular land regulation and utility service policies of the respective cities and village. In addition, the Public Comment Report attached to the Agreement summarizing and responding to the testimony of the joint public hearing gives further evidence that substantial effort was expended attempting to harmonize resident desires consistent with the fragmented geography of the town and the ability of the parties to ultimately provide full urban services to the territory. For the foregoing reasons, the Department affirms that this Agreement more than adequately meets this criterion.

²⁰ Id., p. 46.

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

The Department believes that the time period of 30 years specified by the parties is consistent with development plans and agreed-upon objectives set forth by the parties, and concurs with the time period specified, following which the Town will be permanently dissolved.

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 "Final Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan."

Henceforth, amendments or revisions to the "Cooperative Plan" can only occur with the approval of the four participating parties, 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" is effective from today's date, and remains in effect pursuant to the language and terms contained therein.

Dated this th4 day of May, 2007.

By the Wisconsin Department of Administration:



Laura Arbuckle
Administrator
Division of Intergovernmental Relations
Wisconsin Department of Administration



George Hall
Municipal Boundary Review
Wisconsin Department of Administration



Mark Saunders
Deputy Counsel
Wisconsin Department of Administration