

Final.

**CITY OF SUN PRAIRIE AND TOWN OF  
BRISTOL INTERGOVERNMENTAL  
AGREEMENT**

**UNDER SECTION 66.0301, WISCONSIN  
STATUTES**

**Dated: April 15, 2005**

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**CITY OF SUN PRAIRIE AND TOWN OF BRISTOL**

**INTERGOVERNMENTAL AGREEMENT**

**UNDER SECTION 66.0301, WISCONSIN STATUTES**

The **CITY OF SUN PRAIRIE**, a Wisconsin municipal corporation with offices at 300 East Main Street, Sun Prairie, Wisconsin 53590 (hereinafter "**City**"), and the **TOWN OF BRISTOL**, a Wisconsin municipality with offices at 7747 County Highway V, Sun Prairie, Wisconsin 53590 (hereinafter "**Town**"), enter into this Intergovernmental Agreement, hereinafter "Agreement", under authority of Section 66.0301, Wisconsin Statutes.

**WHEREAS**, Section 66.0301, Wisconsin Statutes, authorizes municipalities to jointly exercise powers delegated to them and, thereby, to make certain agreements concerning the boundary lines between themselves; and,

**WHEREAS**, the City and the Town desire to enter into a formal structure to define and make predictable the following matters:

(a) That specified boundary line changes shall occur during the planning period and the approximate dates by which such changes shall occur.

(b) That specified boundary line changes may occur during the planning period and the approximate dates by which the changes may occur.

(c) That required boundary line change under par. (a) or an optional boundary line change under par. (b) shall be subject to the occurrence of conditions set forth in the plan.

(d) That specified boundary lines may not be changed during the planning period.

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

**WHEREAS**,

The City and Town share a common border on the City's north side and the Town's south side.

The City and Town have joint concerns regarding their border, including consideration of the possibility of litigation over annexations from the Town to the City.

The City's long-term growth and development plans envision continued northward development in a logical and well-planned fashion.

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The Town desires to protect, indefinitely, the integrity of its territory north and west of a given line.

The City desires that all other development shall occur in the City, served by all City municipal services and in compliance with all applicable City development standards.

The City and the Town desire, during the term of this Agreement, to prevent new development of the lands within the planning area covered by this Agreement which lie outside the identified development zone, and to assure that all development which may ultimately become part of the City occur in a manner which is compatible with City development standards;

The City desires that owners of lands in the Town not receive a windfall in the form of City improvements, but rather pay a fair share for improvements that benefit lands in the Town.

The Town desires to protect the financial interests of the Town and its citizens as the City grows by arranging favorable terms with respect to taxes, payment for improvements, and revenue sharing.

The City and Town both desire that provisions be made for the timing and location of future urban development so that the eventual City-Town border is well-planned, with compatible development on both sides.

and,

**WHEREAS**, the City and Town desire to enter into an Agreement for the purposes of establishing a long-term boundary, limiting the City's extraterritorial land subdivision review, official mapping and annexation north of the boundary line, assuring orderly growth and development to City standards with the full range of municipal services east of the boundary line, protecting town owners outside the defined growth areas from annexations against their will, facilitating annexation of other lands at the will of the owners without threat of lawsuits and to implement that long-term boundary; and

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

**WHEREAS**, this Agreement does not adversely affect the exercise of Dane County zoning, land subdivision review and general powers of Dane County in areas of the Town which are not subject to the Agreement; and

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**WHEREAS**, this Agreement was developed following a review of regional, county and Comprehensive Plans and a public review process; and from comments received; and

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

**WITNESSETH:**

The City of Sun Prairie and Town of Bristol enter into this Agreement under authority of Section 66.0301, Wisconsin Statutes, as set forth below:

**SECTION 1  
PARTICIPATING MUNICIPALITIES**

This Agreement applies to the City of Sun Prairie and Town of Bristol, located in Dane County, in south central Wisconsin, which respective boundaries are shown on Exhibit 2.

**SECTION 2  
CONTACT PERSON**

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

For the City of Sun Prairie:  
Patrick Cannon – City Administrator,  
Sun Prairie City Hall,  
300 East Main Street,  
Sun Prairie, Wisconsin 53590,  
608-837-1193  
FAX (608) 825-6879;

For the Town of Bristol:  
Sandy Klister,  
Town Clerk/Treasurer,  
7747 County Highway N,  
Sun Prairie, WI 53590,  
608-837-6494,  
fax, 608-834-6494.

**SECTION 3  
TERRITORY SUBJECT TO THE AGREEMENT**

The territory subject to at least one provision in this Agreement includes lands lying in Sections 9, 10, 13, 14, 15, 16, 17, 18, 19, 20 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35 and 36 of the Town of Bristol, Dane County, which are sections

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of the public land survey of the State of Wisconsin lying in Town 9 North, Range 11 East. This Agreement does not limit the authority or discretion of either party to take actions outside of the territory subject to this Agreement.

#### **SECTION 4 ISSUES, PROBLEMS, OPPORTUNITIES**

The City and the Town adopt this Agreement in response to a number of issues which have arisen as the result of the past and potential growth of both communities.

**4.01 Respond to Rapid Growth.** Dane County enjoys one of the fastest growth rates of any county in the United States. Further, growth pressure on the Town and the City continue at high levels. Unplanned growth has resulted, in the past, in unanticipated burdens on public services. The Town and City wish to adopt policies designed to respond to these growth pressures in an attempt to manage the growth so that it proves to be a benefit to the community rather than a detriment.

**4.02 Protection of Land, Water and Air.** The Sun Prairie – Bristol area is blessed with unmatched land, water and air resources. These assets have been a key component of the quality of life enjoyed by residents of the area. In planning to respond to growth, it is vital to assure that growth does not degrade the assets that have contributed to the quality of life of this area.

**4.03 Maintain Positive Relationships Between The City and Town Through Defining Boundaries.** The Town of Bristol and City of Sun Prairie have enjoyed a good relationship without the hostility present in many relationships between cities and adjacent towns. These two municipalities share at least parts of a fire and EMS district, and school district. They share a common business and social community and desire to maintain and build those ties. The Town and the City believe that entering into a Agreement will create certainty as to the future relationship between the communities and avoid animosity which otherwise might diminish the good relationship they enjoy.

**4.04 Assure Orderly and Economic Development of The City and Town.** The parties believe that the diverse preferences of the public for housing should be met with a varied offering of housing alternatives. The vast majority of new residences should be built on smaller lots served by public sewers. However, a reasonable share of housing can be economically constructed on larger lots in the town served by private onsite wastewater treatment systems ( POWTS). The parties agree that commercial development generally requires support of a full range of urban services. The Town does not desire to duplicate urban services provided by the City. This Agreement defines areas within which various types of development may occur. The parties intend that such development occur in compliance with applicable development standards and requirements.

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Capital infrastructure improvements typically require a planning, design and construction timeline of several years in length. This Agreement will enable the parties confidently to plan and design for the ultimate extension of public infrastructure improvements. The timely extension of such public infrastructure and the orderly phasing of urban growth and development will be greatly enhanced by the Plan.

**4.05 Promote Preservation Of Prime Farmland And Resources.** The Town and the City agree that the farmland located in the Town is an irreplaceable resource which provides food and fiber for basic maintenance of the economy. Market forces, unguided by land use planning, would impinge on the viability of farming by introducing incompatible residential and commercial uses in the vicinity of farm operations. Further, inappropriate residential growth may cause the value of farmland to increase to the point where farmers make an economic decision to abandon farming, which causes the withdrawal of valuable land from production. The Town and the City expressly intend to use this Agreement to prevent annexation and development pressure from leading to excessive and unnecessary conversion of farmland to other uses. In order to achieve those goals, in certain defined areas, there will be a prohibition on land divisions and an agreement that the Town will not oppose annexation, and in other areas there will be a prohibition against annexations.

**4.06 Establish A Mechanism for Joint Planning.** Land uses in the Town and the City have, historically, often resulted from decisions and actions of other entities, public and private. As a result, both the Town and the City have often reacted to forces driving land use decisions rather than anticipating and influencing those forces. Further, the Town and City officials have met only infrequently. This Plan allows the Town and the City to jointly plan for environmental corridors within the areas which are subject to this Agreement. If requested by Town resolution under this Plan, the City and Town shall cooperate to establish joint zoning regulations in the extraterritorial area of the Town. This Plan provides for joint planning and cooperation in the management and control of storm water. The City and Town also believe that this Plan itself provides a mutually beneficial framework for joint discussion and planning; and that it will lead to a reduction in adversarial tension and promote intergovernmental cooperation, planning and problem solving, for more efficient delivery of municipal services.

**4.07 Orderly Urban Growth.** Without provision of urban services of municipal sewer and water, new development in the Town within the Urban Development Area could result in a patchwork of non-compact Town and "leap-frog" City growth. The Town agrees to prohibit or restrict urban development in the Urban Development Area and to permit this Area to be attached to and developed to City standards served by the full range of City municipal services and facilities. The Town will be better able to focus upon planning for and serving the lower density areas outside the boundary line; and City development of the

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areas planned for urban development will promote a more uniformly compact, economical and orderly urban development under a single local jurisdiction. The town recognizes that expansion and technological enhancement of the city's sewer plant and system is for protection of surface water resources, and agrees not to oppose expansion consistent with the goals of this agreement.

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

**4.09 Protect Property Rights.** Land use planning provides predictability and certainty to property owners. It serves as a guideline for the future use of property and future actions by elected officials and governing bodies. Planning enhances the ability of property owners to make decisions about investment, use and maintenance of their land. The parties affirm in this Agreement that private property ownership is the economic foundation of the economy, and that all rights, decisions and discretion not otherwise affected by land use plans must ultimately lie with property owners.

## **SECTION 5 DEFINITION OF PLANNING AREAS**

This Agreement contemplates the definition of several areas of the Town which shall be subject to various patterns of development over the term of this Agreement, subject to possible future modification in accordance with this Plan.

These areas are located in the Town of Bristol, Dane County, Wisconsin [Town 9 North, Range 11 East], and are defined as follows:

**5.01 Urban Development Area:** The area denoted on the attached Exhibit 2 as Urban Development Area ("UDA"), which consists of the portions of Sections 31, 32 and 33 of the Town not already annexed to the City.

**5.02 Rural Development Area:** The area denoted on the attached Exhibit 2 as the Rural Development Area ("RDA"), which consists of all or part of the land lying in sections 17, 18, 19, 20, 29 and 30 of the Town.

**5.03 Business Park Joint Planning Area:** The area denoted on the attached Exhibit 2 as the Business Park Joint Planning Area ("BJPA"), which consists of all or part of the land lying in Sections 26, 27, 28, 29, 33, 24 and 35.



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**5.04 Community Separation Area.** The area denoted on the attached Exhibit 2 as the Community Separation Area ("CSA"), which consists of all or part of the lands lying in Sections 20, 21, 22, 23, 25, 26, 34, 35 and 36.

**5.05 Extraterritorial Jurisdiction:** Certain portions of the Town lie within the Extraterritorial Jurisdiction of the City but outside of the areas identified in sections 5.01, 5.02 and 5.03, above. These lands are depicted on the attached Exhibit 1 and lie within the area bounded by the red dotted line.

**5.06 Mineral Resource Areas.** Certain areas which have economically viable deposits of sand and gravel, or extractable non-metallic ores, lie within the Town. These areas should be preserved for future extraction operations, and their locations identified to prevent encroachment by additional residential or commercial development which would clash with future extraction operations. This designation is for planning purposes only and does not affect the zoning status of any existing site or registered non-conforming site.

**5.07 Egge Road Corridor (ERC).** The City contemplates extension of Egge Road eastward to an ultimate connection with a future interchange with Highway U.S. 151. The tentative alignment of that extension is shown on Exhibit 3 to this Agreement.

**5.08 Urban Reserve.** The area lying in part of Sections 34 and 35 as denoted on the attached Exhibit 2 shall be an area which is to be set aside for urban expansion during or after the term of this Agreement. The parties agree that these areas should not be developed unless provided with a full range of urban services. During the term of this Agreement, there should be no residential or other development in the Urban Reserve unless such development is approved by both communities.

## **SECTION 6 DEFINITIONS**

**6.01** For the purposes of this Agreement:

(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 more intense residential classification or a non-residential classification. Use or division of land by the Town or City for governmental purposes does not constitute development.

(b) "Exhibits" referred to in this Agreement are attached to the Plan and incorporated as part of the Plan.

**SECTION 7**  
**CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS OF THE**  
**TERRITORY INCLUDED IN THE AGREEMENT**

**7.01 Territory Subject.** The territory subject to this Agreement is Sections 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35 and 36 of the Town of Bristol, Dane County, which are sections of the public land survey of the State of Wisconsin lying in Town 9 North, Range 11 East.

**7.02 Current Land Use Plans:** Certain of the lands included in the boundary adjustment area are included in adopted City neighborhood development plans. These neighborhood development plans include a description of existing conditions within each of these planned neighborhoods at the time the neighborhood development plans were prepared. The existing conditions section of these plans provides a narrative summary of existing land uses, zoning, topography and natural features, stormwater drainage, and site analyses. Each of the neighborhood development plans include a series of maps summarizing existing conditions and growth and development problems and opportunities.

The land use plans covering the boundary adjustment area include:

1. The Town of Bristol's 1996 Land Use Plan and forthcoming Comprehensive Plan.
2. The City's Comprehensive Plan.
3. The City's Neighborhood Plans.

The adopted land use plans guide the City's growth and development and extension of urban services within each of the neighborhoods.

The City has undertaken studies leading to adoption of a plan. The studies prepared for the plan contain useful background information on conditions which existed within the boundary adjustment area, and the growth and development policy recommendations applicable to this area.

In addition to the City of Sun Prairie adopted plans, the Town of Bristol has prepared a Comprehensive Plan, to be adopted in the fall of 2004. This plan provides a general description of the physiographic conditions within the Town of Bristol, a demographic profile, household characteristics, population projections and a summary of existing and proposed land uses.

In 2002, the former Dane County Regional Planning Commission published a report based on the 2000 Decennial Census and the results of a 2000 Land Use Inventory for the County. This report entitled Dane County and Community Data 1970-2000, provides updated data on the socio-economic characteristics of both

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the Town of Bristol and the City of Sun Prairie and a land use inventory for both communities.

**7.03 Guidelines Only.** This Agreement is a guideline only and does not, in and of itself, affect the zoning or non-conforming status of any parcel.

## **SECTION 8 PROVISIONS FOR LAND USES AND DELINEATION OF THE BOUNDARIES BETWEEN THE TOWN AND THE CITY**

**8.01 Restrictions.** The following conditions and restrictions shall govern the use of land and the actions of the Town and the City in the respective Areas, as herein described. These Agreements pertain to certain decisions or reviews concerning rezonings, conditional use permits, subdivision plats, certified survey maps and any other land use regulation, which are known in this section as "Development Proposals."

**8.02 Urban Development Area.** The UDA is the growth area of the City in the Town for the term of this Agreement. This area shall be regulated by the Town in a fashion which will avoid conflicts with future urban development. Specific limitations imposed under this Agreement are:

(a). The Town shall review Development Proposals consistently with the policies of the A1 Agricultural District, sec. 10.12, Dane County Code of Ordinances, and with Exhibit 2 to this Agreement. The Town concludes that because full urban development of the UDA is likely to occur within the term of this Agreement, there is no need for construction of additional farm residences in the UDA. Therefore, the Town agrees not to approve farm plans or other approvals which would authorize construction of additional residences in the UDA, except for residences for immediate family members of the farm owner [sons or daughters] who are involved in the farm operation. There may be no more than one (1) split for immediate family members.

(b) The Town agrees not to approve land divisions, subdivisions. Further, the Town will not take any action which authorizes or facilitates construction of residences served by private onsite wastewater treatment systems (POWTS) in Area A.

(c) The Town agrees not to approve commercial development in the UDA unless the same has been approved by the City under sec. 21.02 of this Agreement.

(d) As the City contemplates development of portions or all of the UDA, the City agrees to consult with the Town under sec. 21.03 of this Agreement and affected residents concerning said plans. The purpose of said consultations will be to assure that the Town and its residents are aware of the City's planning and development efforts and can take those plans into consideration.

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(e) The City contemplates that the growth planned for the UDA will be predominantly residential uses, although commercial or low-impact industries may be located along the Egge Road corridor.

(f) The City and Town agree to require the recording of a perpetual deed restriction over all lots in new residential subdivision plats or certified survey maps within the UDA, with such deed restriction reading as follows:

NOTE: Through section 823.08 of the Wisconsin Statutes, the Wisconsin Legislature has adopted a right to farm law. This statute limits the remedies of later established residential property to seek changes to pre-existing agricultural practices in the vicinity of residential property. Active agricultural operations are now taking place and may continue in the vicinity of the Plat of \_\_\_\_\_. These active agricultural operations may produce noises, odors, dust, machinery traffic, or other conditions during daytime and evening hours.

**8.03 Rural Development Area.** The RDA is the primary residential growth area of the Town for the term of this Agreement. This area shall be regulated by the Town in a fashion which will avoid conflicts with future rural residential development. The Town agrees not to approve industrial, manufacturing or commercial development, other than neighborhood commercial uses such as convenience stores, gas stations or food service. Neighborhood commercial uses shall be no more than 3 acres in area each. There shall be no city services provided to such neighborhood commercial uses. Such neighborhood commercial uses shall have no outside storage in sections 29 or 30 of the Town. Prior to approving any neighborhood commercial use in the southern half of section 29 or 30, the Town will notify the City of the proposed use and obtain the City's comments upon the proposed use.

(a) The City agrees not to annex or exercise extraterritorial authority over the RDA without the express written permission of the Town.

(b) The Town and City shall adopt under sec. 21.04 of this Agreement an official map setting forth the alignment of future streets, parks and environmental corridors in the RDA. The City agrees, if requested by the Town, to adopt the same official map as an extraterritorial plan.

(c) The City and Town agree to require the recording of a perpetual deed restriction over all lots in new residential subdivision plats or certified survey maps within the UDA, with such deed restriction reading as follows:

NOTE: Through section 823.08 of the Wisconsin Statutes, the Wisconsin Legislature has adopted a right to farm law. This statute limits the remedies of later established residential property to seek changes to pre-existing agricultural practices in the vicinity of residential property. Active agricultural operations are now taking place and may continue in the vicinity of the Plat of \_\_\_\_\_.

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These active agricultural operations may produce noises, odors, dust, machinery traffic, or other conditions during daytime and evening hours.

**8.04 Business Park Joint Planning Area:** The area denoted on the attached Exhibit 2 as the Business Park Joint Planning Area ("BPJPA") shall be an area in which business or other development may occur under the provisions of this Agreement (see sec. 16.01).

(a) The parties agree that it is certain that the Sun Prairie Business Park will expand during the term of this Agreement. Further, the parties agree that at least a portion of the expansion area will require the full range of urban services. Some expansion of the business park, particularly agricultural business related uses, may be appropriate for development within the Town. In any event, the parties agree that further expansion of the business park will generate additional tax revenue which will finance the operations of services important to both the Town and the City, notably, the Sun Prairie School District.

(b) The area included in the BPJPA is currently mapped for Agricultural in the A-1 District, sec. 10.12, Dane County Code of Ordinances. Beyond the restrictions embodied in that ordinance, the parties agree that there shall be no residential development in the BPJPA. Neither party shall approve land divisions or rezoning of land in the BPJPA unless the same is done pursuant to a Development Proposal approved by the Town and the City under sec. 21.04 which is consistent with the provisions of Exhibit 2 of this Agreement. Until the neighborhood plan referenced in (d) is completed, the City shall not annex land in the BPJPA without approval of the Town, which approval shall not be withheld in the case of a non-agricultural business requiring urban services unless the annexation violates Wisconsin law.

(c) No factory farming requiring a permit from the Department of Natural Resources or the Department of Agriculture, Trade and Consumer Protection may be located in the BPJA.

(d) It is the intention of the parties that they shall immediately undertake a separate planning process aimed at developing a neighborhood plan for the BPJPA which will address the appropriate mix of uses for the business park, and identify the kinds of uses which can be developed appropriately in the Town. The parties set a goal of having such a neighborhood plan finalized by November 1, 2005. The Plan shall address long-term boundaries, revenue sharing, joint provision of services to the BPJPA and use of tax incremental financing. The parties agree to involve the Sun Prairie Industrial Development Corporation in such joint planning efforts.

**8.05 Community Separation Area.** The area denoted on the attached Exhibit 2 as the Community Separation Area ("CSA") shall be a long-term community buffer area between them which shall be developed, if at all, only in accord with mutually defined acceptable uses.

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(a) The area included in the CSA is mapped for Agricultural Zoning pursuant to the A-1 District, sec. 10.12, Dane County Code of Ordinances. Beyond the restrictions embodied in that ordinance, the parties contemplate that lot splits and farm residences should lead to construction of new residential units only if done pursuant to a Development Proposal approved by the Town and the City under sec. 21.04 of this Agreement and which are consistent with the provisions of the Town's Comprehensive Plan. Such lot splits shall be consistent with the one split per 35 original acres density standard. To the extent possible, such lot splits shall not increase the number of private accesses to existing roads and shall be served by public street extensions which meet the City's street standards, if requested by the City.

(b) The City agrees not to annex land nor to extend urban services to land located in the CSA without the written permission of the Town under sec. 21.03 of this Agreement.

(c) In order to preserve the rural character of the CSA, the Town agrees to study whether a transfer of development rights (TDR) program may foster the long-term preservation of farmland as a buffer between the City and the Town.

**8.06 Extraterritorial Jurisdiction:** Certain portions of the Town lie within the Extraterritorial Jurisdiction of the City but outside of the planning areas identified in Section 5, above. These lands are depicted on the attached Exhibit 1 and lie within the area bounded by the red dotted line. The Extraterritorial Jurisdiction shall be an area of joint concern. In the Extraterritorial Jurisdiction area, the following restrictions and limitations shall apply.

(a) The Town shall follow its adopted Land Use or Comprehensive Plan in approving proposed zoning changes, condition use permits and land divisions. The Town may amend its land use plan if the amendments are consistent with this Agreement and the policies contained herein.

(b) In the areas of the Town not yet annexed to the City, the City shall follow the land uses identified in the town's Comprehensive Plan, and shall not object to land divisions or rezonings adopted by the Town which are consistent with the Town's Comprehensive Plan.

**8.07 Mineral Resource Areas (MRA).** The Town and the City agree to jointly map areas which have economically viable deposits of sand and gravel, or extractable non-metallic ores, within the Town. The map shall be adopted under sec. 21.04 of this Agreement by both parties no later than November 1, 2005. Thereafter, the parties agree to refrain from approving residential or other development within one-quarter mile of the perimeter of the mapped MRA.

**8.08 Egge Road Corridor (ERC).**

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(a) In order to accommodate the long-term goal of an Egre Road Corridor, the Town agrees that there shall be no new or additional private driveway entrances on Egre Road, and to restrict the creation of new accesses to the maximum extent feasible. In reviewing and approving all future development proposals affecting Egre Road, the Town shall require the dedication of a minimum of 150 feet of right-of-way, to consist of 75 feet from the current centerline of Egre road in each direction. Further, any development in Sections 27, 28, 29, 32, 33, or 34 shall be approved with the condition that the right-of-way needed to facilitate extension of Egre Road eastward shall be dedicated as a condition of approval.

(b) The City and the Town shall either:

1. Agree that the City shall own the entire right of way of Egre Road after it is upgraded, or,
2. Agree that maintenance of the Road shall be shared equally, and define the portions of the road for which each party is responsible.

(c) In the event that Egre Road is improved in a manner which may be financed in whole or in part by special assessments, the City and the Town shall jointly develop a plan for such special assessments. The Town shall finance the portion of costs of Egre Road improvements which benefits the Town and Town residents, and recover such costs from Town residents through special assessments.

**8.09 Annexation and Maintenance of Roads.** If the City annexes land which includes road right-of-way, but the area annexed is only part of the road, the City shall negotiate, prepare and execute an Agreement specifying the responsibilities for maintenance of the roads in a fashion which minimizes the inefficiency which otherwise might result from split responsibility for a length of roadway.

**8.10 Dane County Actions.** The parties recognize that Dane County has certain authority in land use planning and regulation which neither party can control. However, each party agrees to oppose actively any decisions or actions by Dane County which are inconsistent with the provisions of this Agreement.

## SECTION 9 EXTRATERRITORIAL AUTHORITY OF THE CITY

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The City has been granted certain authority to adopt zoning ordinances applying lands within three miles outside of its corporate limits by sec. 62.23 (7a), Wis. Stats. The City may engage in comprehensive planning, official mapping, or other land use planning within that area. Further, the City has the power to review proposed land divisions within that three-mile area by sec. 236.02(5) and 236.10 (1)(b), Wis. Stats. In order to further the cooperative purposes of this Agreement and provide for orderly and efficient development of land, the City agrees as follows:

**9.01** The City shall not exercise its extraterritorial authority over any land lying in sections 1 through 20 of the Town unless requested by the Town.

**9.02** The City may exercise its extraterritorial jurisdiction to assure that the planning agreements made in this Agreement are enforced as to the Community Separation Area in Section 20, Sections 21, 22, 23, 25, 26, 35 and 36; the Urban Development Area in Sections 31, 32 and 33; the Urban Reserve Area in Sections 34 and 35; and, the Business Park Joint Planning Area in Sections 26, 27, 28, 29, 33, 34 and 35.

**9.03** With respect to the areas denoted in section 9.02, the Town agrees that it shall, before giving preliminary approval to any preliminary plat in such area, require the plat's proponent to submit the proposed for review by the City's planning and engineering staff to receive the City staff's comments on storm water, traffic and groundwater impacts of the proposed subdivision.

**9.04** The City and Town may, by agreement, utilize the City's authority to zone lands in the Town for the purpose of providing better and more responsive zoning of lands lying within the extraterritorial areas of the City.

## **SECTION 10 TAXES AND REVENUE SHARING UPON ANNEXATION**

**10.01** Whenever a property zoned A-1 Agricultural is annexed to the City from the Town, the City shall provide revenue sharing to the Town under the terms of an agreement executed with respect to each annexed area. Such revenue sharing agreements shall be in the form of the exemplar agreement which is attached as Exhibit 4, which provides for a 5-year phase-out of the revenue received by the Town.

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

## **SECTION 11 NEW AND AMENDED CITY AND TOWN PLANS**



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**11.01** City and Town agree to amend their respective Comprehensive Plans to be consistent with the terms of this Agreement. The formulation and preparation of such amended Comprehensive Plans shall be had pursuant to the procedures herein.

**11.02** Within the Urban Development Area on Exhibit 1, the City agrees to actively consult with Town and residents of that Area before City adoption of detailed City neighborhood development plans or "quadrant" plans affecting that Area.

**11.03** The City agrees that its plans will show future development of the Urban Development Area as a predominantly residential neighborhood, except that lands near Egge Road may be planned for low-impact, high-technology businesses.

**11.04** The City and Town agree not to subsequently amend or update their Comprehensive Plans affecting lands within the areas denominated in section 9.02, unless the other party agrees to that amendment or update in writing. Such mutually agreeable Comprehensive Plan amendments shall automatically constitute amendments to without further action by the City or Town.

**11.05** The Town and City agree not to amend their Comprehensive Plans affecting lands in all other parts of City's extraterritorial jurisdiction (outside of the areas denominated in section 9.02) unless the other party agrees.

## **SECTION 12 STORMWATER MANAGEMENT IN MAUNESHA AND TOKEN CREEK WATERSHEDS**

The water resources represented by the basin of the Mauneshia River and Token Creek in the Town and City are of substantial importance to both communities as a source of groundwater recharge, a recreational and physical asset, and in surface water management. Protection and effective management of this resource is complicated by the fact that the Creek and its watershed lies in both jurisdictions, and hence, requires cooperative efforts to assure effective resources management programming.

Based on the importance of storm water management, erosion control, and infiltration in this watershed, as depicted on Exhibit 2, City and Town agree to:

**12.01** Work with the local office of the WI DNR, DC Land Conservation, and U.S. Geological Survey (USGS) to incorporate Best Management Practices for storm water management into City and county ordinances and into the review of development proposals, including but not limited to measures to enhance infiltration and water quality.

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**12.02** Require stormwater management plans for all development proposals in this sub-watershed that meet the thresholds in Section 14.46 of the Dane County Erosion Control and Stormwater Management Ordinance, including on-site stormwater detention in such plans where appropriate.

**12.03** Work with the USGS, the City of Sun Prairie Water and Light Commission, and other interested entities to identify, officially map, acquire title or development rights, and/or preserve and restore areas that would provide particular infiltration and water quality benefits in this sub-watershed.

### **SECTION 13 NATURAL/RECREATION CORRIDOR CONCEPT**

The City and Town agree in concept to the permanent preservation of an undeveloped green space corridor and a related possible trail extending around Patrick Marsh Lake, as depicted in Exhibit 2, and agree to jointly commence more detailed planning to determine the exact character, extent, methods of protection, trail possibilities, timing, and other aspects of that green space corridor, in cooperation with Dane County and the Department of Natural Resources.

### **SECTION 14 POSITION ON DANE COUNTY FARMLAND INITIATIVE**

City and Town agree to support Dane County's program to purchase development rights from willing property owners only if the parties agree that such purchases promote the terms and purposes of this Agreement. City and Town agree to oppose specific development rights purchase proposals under that program if within Areas A or C or if otherwise contrary to the terms of this Agreement.

### **SECTION 15 TERM OF THE PLAN AND BOUNDARY ADJUSTMENT PERIOD AND DISCUSSIONS FOR SUCCESSOR**

**15.01** The term of this Agreement shall commence upon the date of its approval by the parties and shall terminate at 11:59 p.m. on the twentieth (20<sup>th</sup>) anniversary of said approval.

**15.02** The City and the Town agree that they shall, not less than five (5) years prior to the expiration of this Agreement, commence discussions for a successor boundary Agreement and Agreement which shall address land uses and other issues of joint concern under the circumstances then existing between the communities.

**15.03** The City and the Town agree to update this agreement every five (5) years, or sooner at the request of either party.

Final.

**SECTION 16**  
**BOUNDARY ADJUSTMENT AREA AS LONG-TERM BOUNDARY**  
**BETWEEN CITY OF SUN PRAIRIE AND TOWN OF BRISTOL**

**16.01 Long Term Boundary.** The limits of the City bordering the Town, as expanded during the term of this Agreement through the annexation and development of the UDA, shall constitute the long-term boundary between the City and Town. The City, as provided in Section 8.02 of this Agreement, may annex areas within the UDA and, if in conformity with the terms of Sections 8.04(c) and (d) of this Agreement, may also annex areas within the BP. The City will not annex during the term of this Agreement, and hereby waives its right to annex portions of the Town outside the UDA and the BPJPA, except with the approval of the Town Board.

**SECTION 17**  
**NO CHALLENGES TO THIS AGREEMENT; REMEDIES**

**17.01 Challenge to Agreement.**

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

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

1. If only the City or the Town is named as a party to the action the other shall seek to intervene and the named party shall support such intervention.

2. No settlement of such an action shall be permitted without the approval of the governing bodies of both the City and Town.

3. The cost to defend the Agreement shall be shared equally.

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

**17.02 Remedies.** In the event of a breach of this Agreement,

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

Final.

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

(c) If the breach involves development or an annexation or a challenge to an annexation, all taxes, assessments and other revenues realized by the breaching municipality from the subject property during the remaining term of the Agreement shall be paid to the other municipality to the extent of its mill rate for the relevant time periods. Utilities, special assessments and other non-general taxes shall not be affected.

(d) To the extent necessary, the parties shall jointly retain counsel to represent their interests in this matter.

**17.03 Mediation.** In the event that the parties are unable to resolve a dispute as to the meaning or application of this Agreement, or either party believes there has been a breach by the other party, the parties shall participate in mediation of the dispute. The mediator shall be an impartial individual who has no direct or indirect connection to either party and is chosen jointly by the parties. The parties shall attempt in good faith to avoid the need for litigation of disputes through mediation. This paragraph, however, does not preclude either party from instituting litigation if necessary in the opinion of the party for the protection of the party's interests.

#### **SECTION 18 AMENDMENT**

This Agreement may be amended by the approval of a written amendment by the parties.

#### **SECTION 19 GOOD FAITH AND FAIR DEALING**

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

#### **SECTION 20 INVALID OR INEFFECTIVE ORDINANCE**

In the event that any Ordinance, including but not limited to annexation and zoning Ordinances, which parties are required or entitled to enact and/or enforce by this Agreement is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the City and Town shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The Town and City shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of

Final.

this Agreement. If necessary, they shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Agreement. In the event they are not able to reach Agreement in such situation, either the City or Town may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial mediator, to be mutually selected during such thirty (30) day period, for mediation as provided in subsection 17.03 of this Agreement.

## **SECTION 21 IMPLEMENTATION**

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

21.02 Where this Agreement requires approval by the City, such approval shall be given by action of the City of Sun Prairie Common Council and Mayor, after review of the matter by the City Plan Commission.

21.03 Where this Agreement requires approval by the Town, such approval shall be given by action of the Town Board, after review of the matter by the Town Plan Commission.

21.04 Where this Agreement requires approval or joint action by the Town and the City, such approval or joint action shall be given by action of the City pursuant to section 21.02 and the Town pursuant to section 21.03.

## **SECTION 22 MISCELLANEOUS INTERPRETATION**

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

**22.02 Section Titles.** Section and subsection titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

**22.03 Governing Law.** This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.

**22.04 Interpretation.** If any term, section or other portion of this Agreement is reviewed by a court or other judicial or *quasi*-judicial entity, such entity shall treat this Agreement as having been jointly drafted by both the City and Town.

Final.

By the terms of this Agreement, neither municipal party shall benefit from not having drafted this document.

**22.05 Entire Agreement.** The entire Agreement of the City and Town is contained in this Agreement and supercedes any and all oral representations and negotiations between the municipalities, and supercedes all other agreements.

### **SECTION 23 NON-DISCRIMINATION**

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

### **SECTION 24 NOTICES**

All notices required by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the section(s), subsection(s), paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the municipality receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Clerk by certified mail, return receipt requested (or equivalent private delivery service).

Each notice to Town shall be addressed as follows:

Town Clerk,  
7747 CTH N,  
Sun Prairie, WI 53590.

Each notice to the City shall be addressed as follows:

Pat Cannon,  
City Administrator  
City Hall,  
300 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 Agreement,



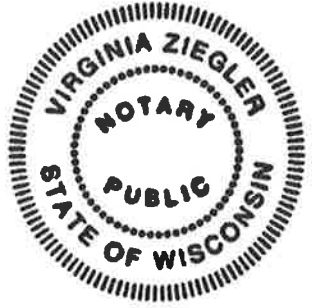
Final.

Sandra Klister, Town Clerk

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF DANE )

Personally came before me this 19<sup>th</sup> day of July, 2005, Gerald H. Derr, Town Chairperson, and Sandra Klister, Town Clerk, of the **TOWN OF BRISTOL**, Dane, Wisconsin, a Wisconsin municipality, to me known to be such Administrator and Town Administrator/Clerk of said municipality, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said municipality, by its authority.

*Virginia Ziegler*  
Notary Public, Dane County WI  
My Commission *expires 8-31-08*



This instrument was drafted by:  
Mark Hazelbaker  
Attorney At Law  
State Bar No. 1010302



Final.

EXHIBIT ONE. Map Delineating Areas.

Final.

**EXHIBIT TWO. Town of Bristol Comprehensive Plan**

Final.

EXHIBIT THREE. Egre Road Corridor

Final.

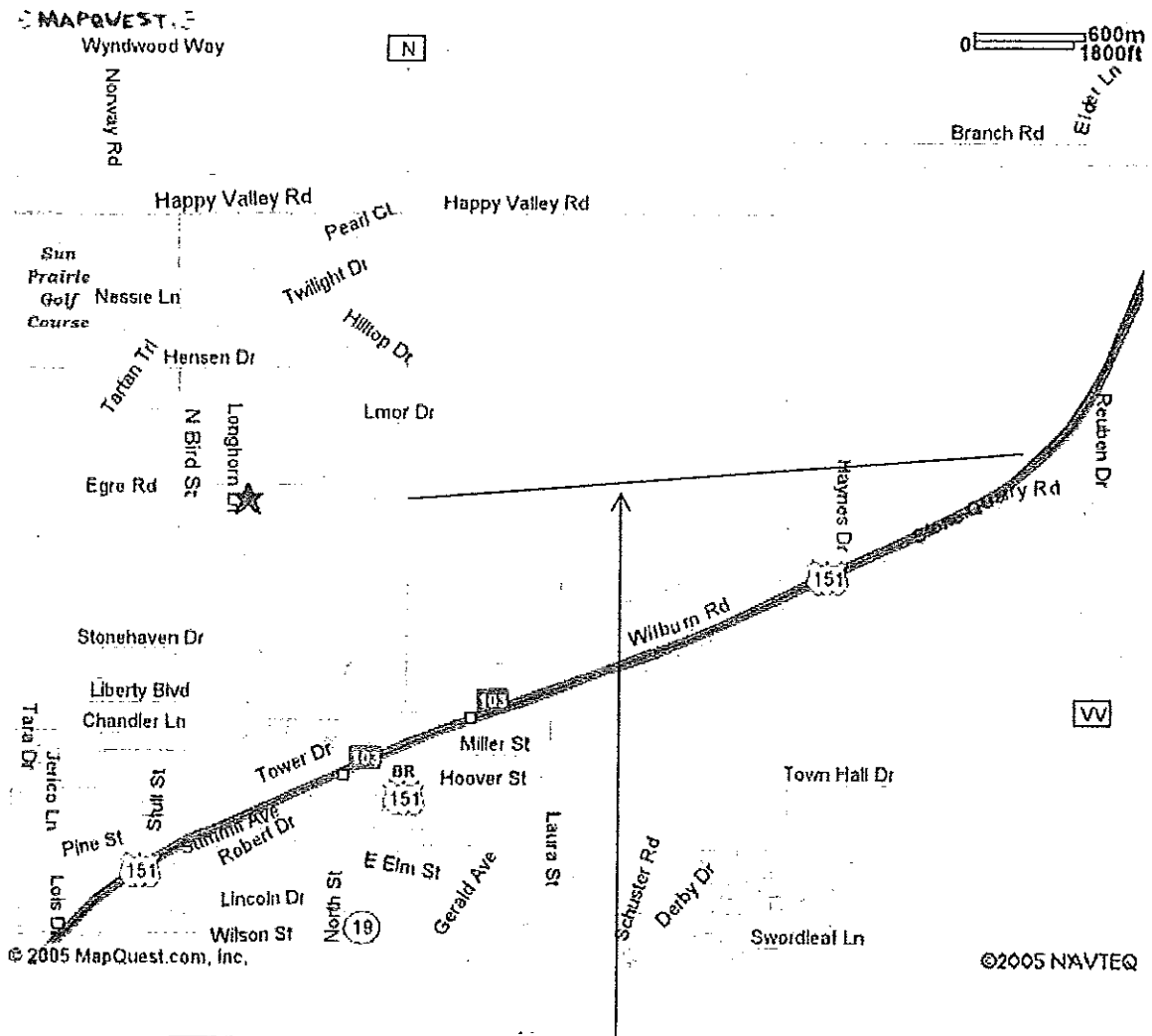


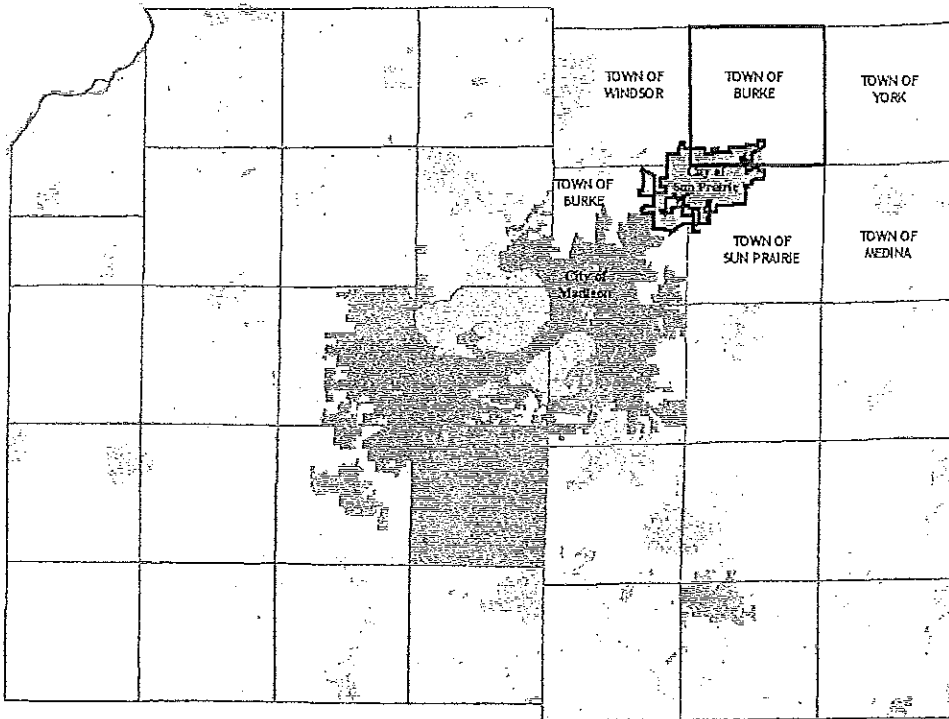
Illustration of Extension of Egre Road  
NOTE: THIS LINE IS THEORETICAL, NOT ACTUAL! THE REAL LINE WILL BE DETERMINED BY A PLANNING PROCESS

Final.

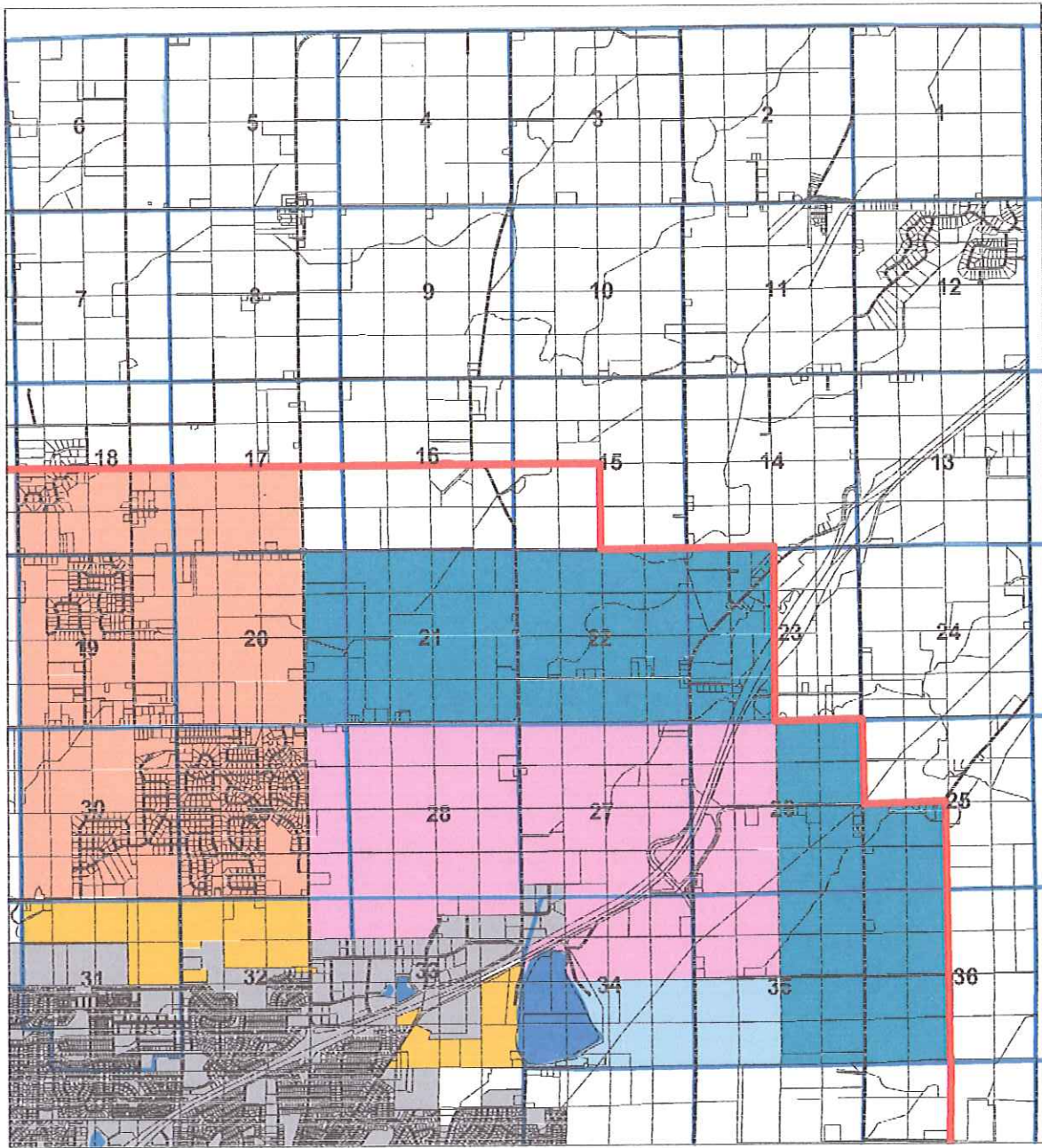
EXHIBIT FOUR. Form of Revenue Sharing Agreement.

*Bristol*

# Town of Burke / City of Sun Prairie Boundary Agreement



Dane Planning Forum  
May 13, 2005



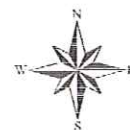
**TOWN OF BRISTOL INTERGOVERNMENTAL AGREEMENT MAP**

LEGEND

- Urban Development Area
- Rural Development Area
- Business Park Joint Planning Area
- Community Separation Area
- Urban Reserve Area
- Extraterritorial Jurisdiction
- Section Lines
- City of Sun Prairie

**DRAFT**

12/14/04  
 2/8/05 rev.  
 2/18/05 rev.



1 inch equals 3,150 feet