

**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](http://www.mcc12.tv). That's [www.mcc12.tv](http://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

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**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

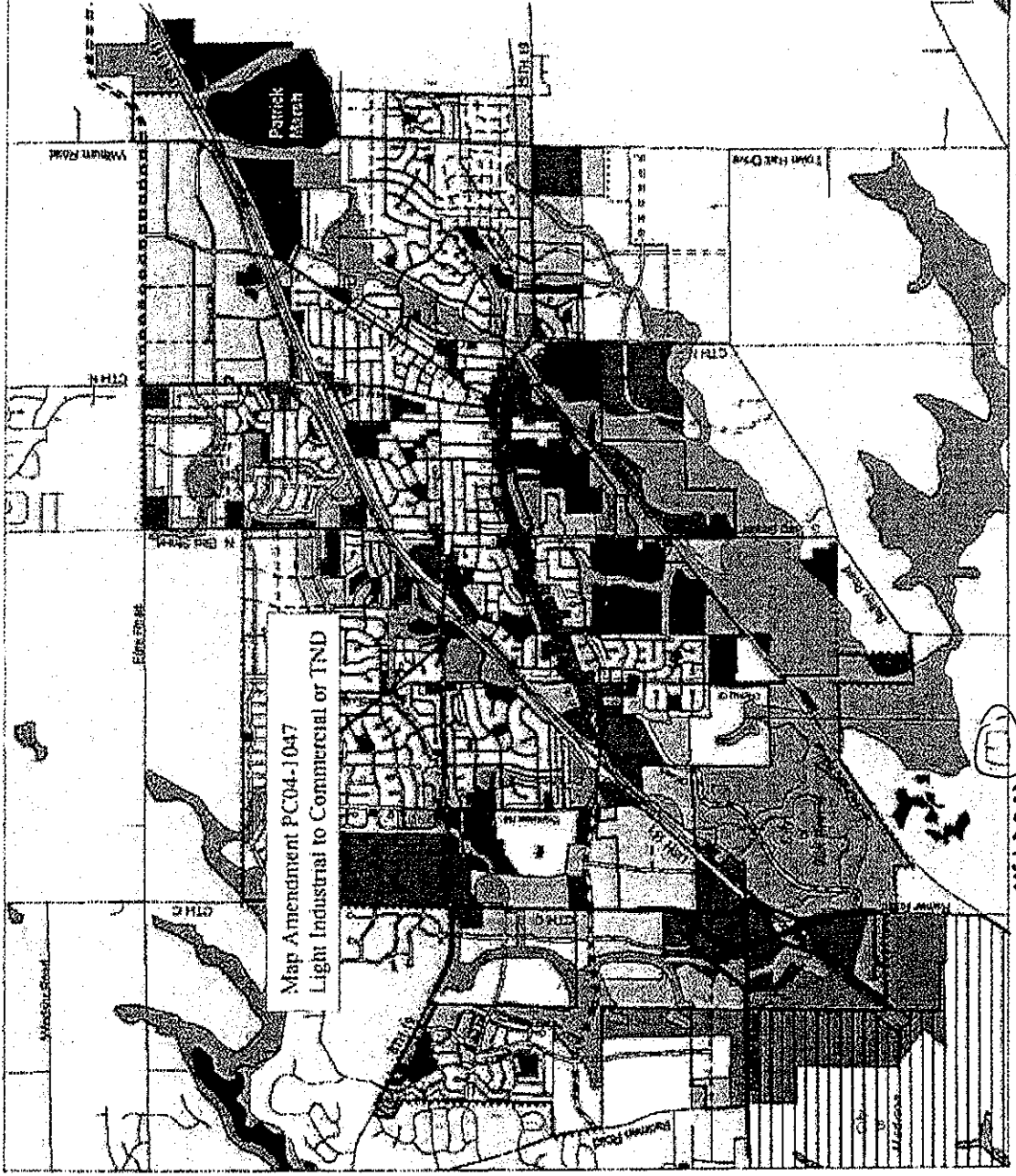
TND Transitional Neighborhood Development District

700 0 700 Feet



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

9-16-04



Map Amendment PC04-1047  
Light Industrial to Commercial or TND



# RESIDENTIAL DEVELOPMENT STAGING PLAN

Legend

CORPORATE BOUNDARY

URBAN SERVICE AREA

DEVELOPED AREA

IMMEDIATE

AREA II

AREA III

AREA IV

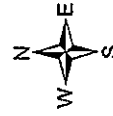
URBAN GROWTH RESERVE

PLANNED NONRESIDENTIAL

RURAL AREA

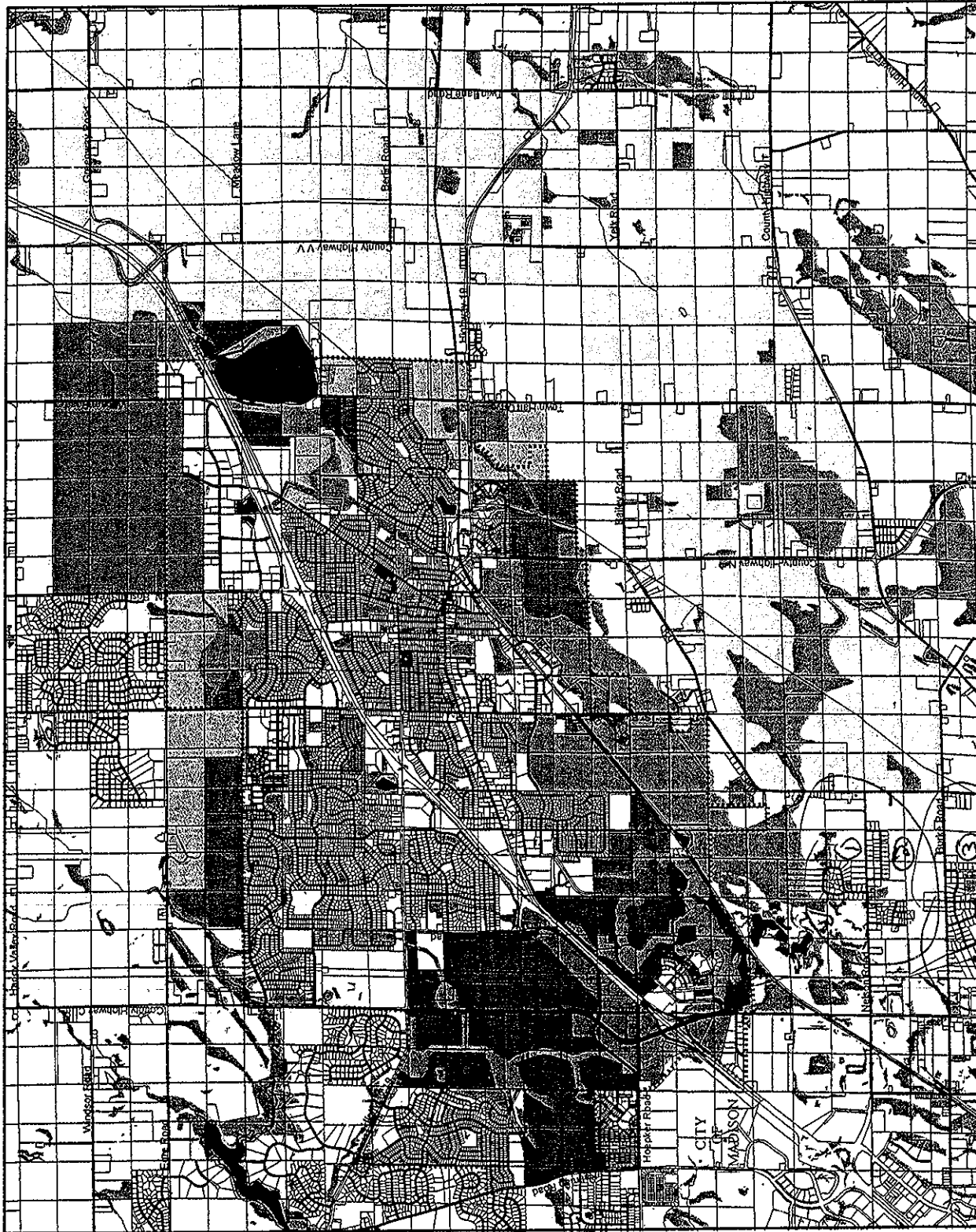
ENVIRONMENTAL/OPEN SPACE  
CORRIDORS AND NATURAL  
FEATURES

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: Sue Pottle

Address: 3251 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: 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 Estates

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 Thomson 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~~ <sup>general</sup> 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 land on the Broken Bow Neighborhood, we have always identified our selves 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 take over 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 ILLIANA HOE (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 D. F. FOR  
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: EYENE 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 Boller

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 WACHTENSON  
Address: 2 East Mylin St # 800 Madison

I wish to speak       I do not wish to speak.

Comments:

Re: Report Madison Area  
to Excavation Inc.

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 Church  
Address: Nelson + Reine Rd 110 Acres -

I wish to speak

I do not wish to speak.

Comments:

Support Assessment 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 Row 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

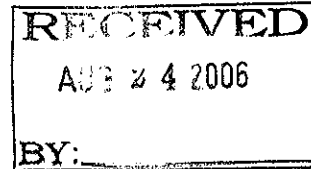
3207 Conservancy Estates Lane | Sun Prairie, WI 53590  
608-225-1093 | jayne@beyondelegantevents.com



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](http://www.burketruck.com) / Email: [burke@inxpress.net](mailto:burke@inxpress.net)

8/17/06

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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.

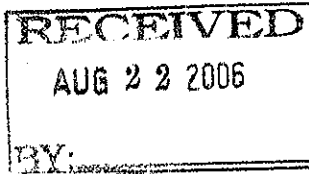
The boundary agreement doesn't allow current commercial zoned businesses to expand conjoined land without being treated as new development. This condition restricts controlled growth for existing commercial businesses in the town for twenty years.

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.

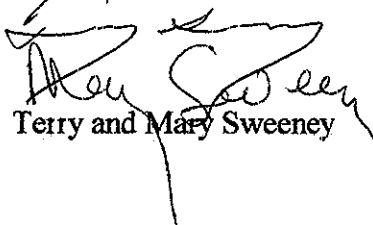
In 1987, we moved from Madison to get away from Madison. Three months ago, we were informed by Amy Volkman, that we would be annexed by Deforest, when the Town of Burke was disbanded. Now she states that Deforest doesn't want Token Creek Park and all of its problems, so our property has most recently 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



**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:

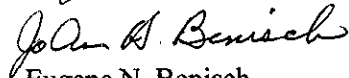
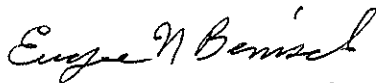
We are homeowners in the Township of Burke. We have owned our home in the township for the past 36 years. The Township of Burke is our municipality, but we consider Sun Prairie our home.

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. De Forest</i>	<i>Mary Buckley</i>	<i>8/18/06</i>
<i>Luille Mary</i>	<i>4313 Buckley Rd. De Forest</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 Hepter 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 &amp; Patti Cep</i>	<i>5834 Hwy CV Madison</i>	<i>Steve &amp; 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. BERMAN 4375 HOECKER 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

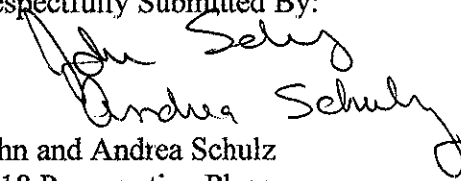
preschool there, we shop there, our churches, health clubs, recreational activities, and community organizations are all in the City of Sun Prairie. That is our home. Becoming part of the City of Madison will not only affect our pocketbooks, but our lifestyles. We have made large investments in our properties 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:

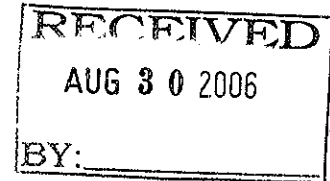


John and Andrea Schulz  
5218 Preservation Place  
Sun Prairie, WI 53590

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, 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

**MURPHY DESMOND** <sup>SC</sup>

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](mailto: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](mailto: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](mailto: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](mailto: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

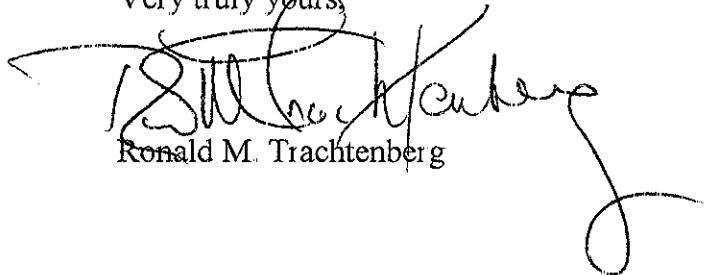
Page 2

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](mailto:jvoss@cityofmadison.com)

Attn.: Mr. Brad Murphy VIA U.S. MAIL & EMAIL [bmurphy@cityofmadison.com](mailto:bmurphy@cityofmadison.com)

City of Sun Prairie

Attn: Mr. Scott Kugler VIA U.S. MAIL & EMAIL [skugler@cityofsunprairie.com](mailto:skugler@cityofsunprairie.com)

Attorney Michael J. Lawton VIA U.S. MAIL & EMAIL [mlawton@lathropclark.com](mailto:mlawton@lathropclark.com)

Attorney Richard C. Yde VIA U.S. MAIL & EMAIL [ryde@staffordlaw.com](mailto:ryde@staffordlaw.com)

Graef, Anhalt, Schloemer & Associates, Inc.

Attn.: Mr. Duane Gau VIA U.S. MAIL & EMAIL [Duane.A.Gau@GASAI.com](mailto:Duane.A.Gau@GASAI.com)

Madison Crushing & Excavating, Inc.

Attn.: Mr. William Ziegler VIA EMAIL ONLY [billz@madisoncrushing.com](mailto: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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John C. Frank  
Michael J. Lawton  
William I. Fahey  
Michael J. Julka  
Jeffrey P. Clark  
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



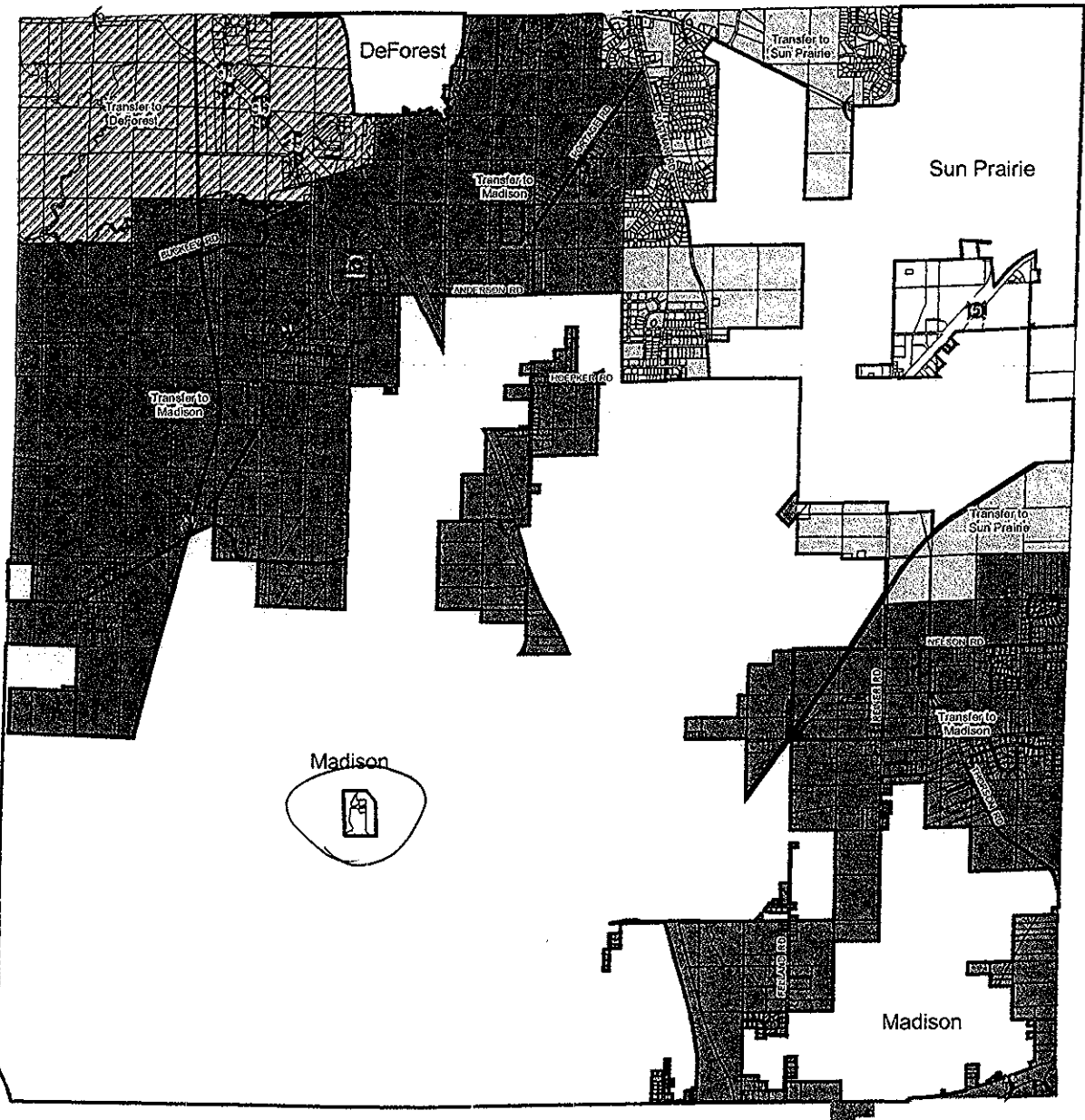
John C. Frank

JCF:jn

Enclosures: Exhibit 3  
Exhibit 8

Town of Burke  
Dane County, Wisconsin

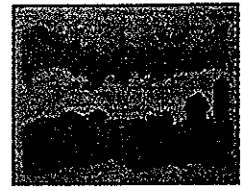
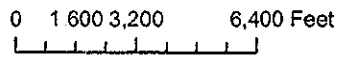
Exhibit # 3  
Proposed Transfer of  
Municipal Lands



**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



Date: 07-20-06  
 File: Burke  
 Data: Dane County  
 MXD: OpenHouse\_Land\_Transfer



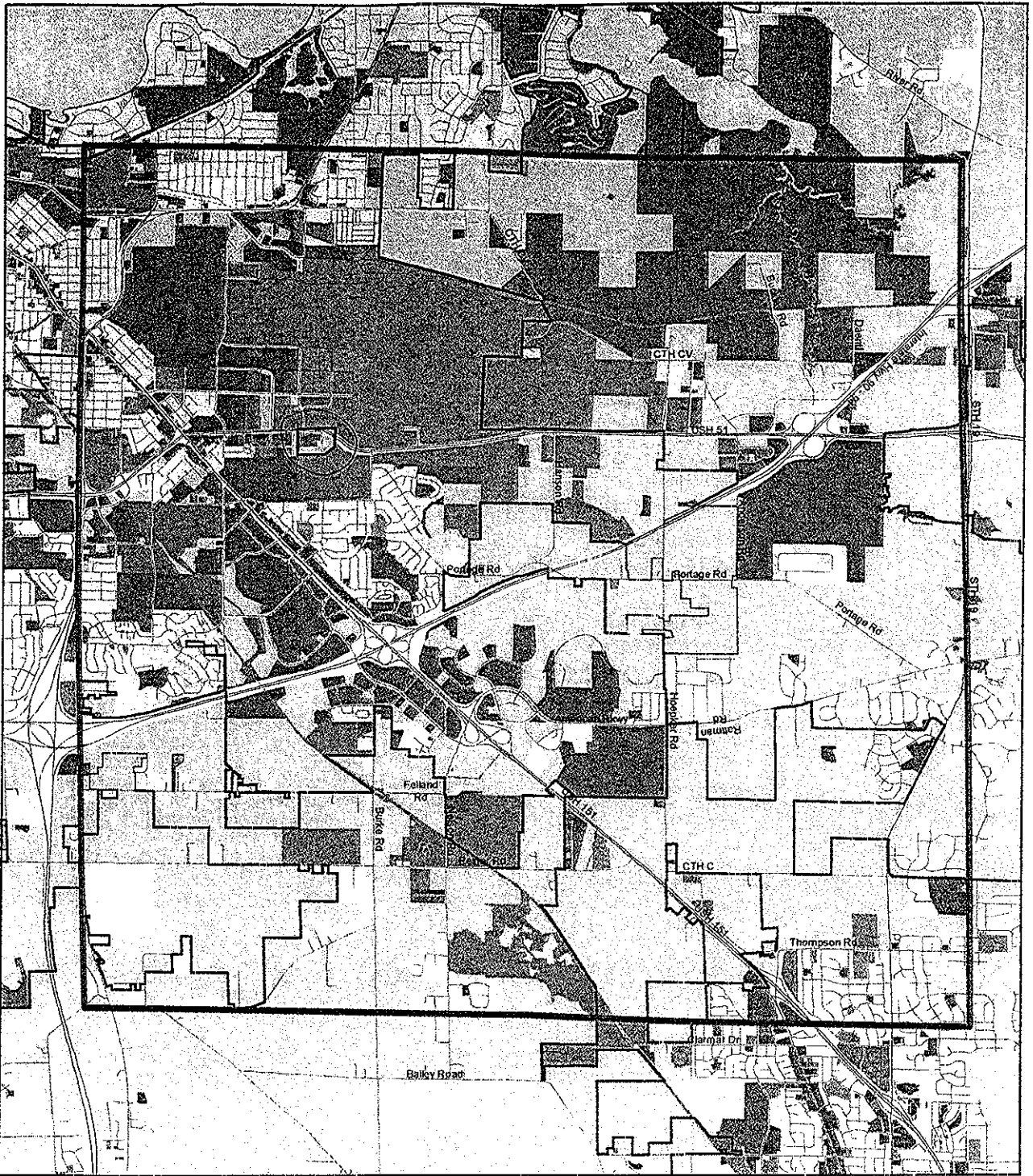
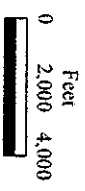


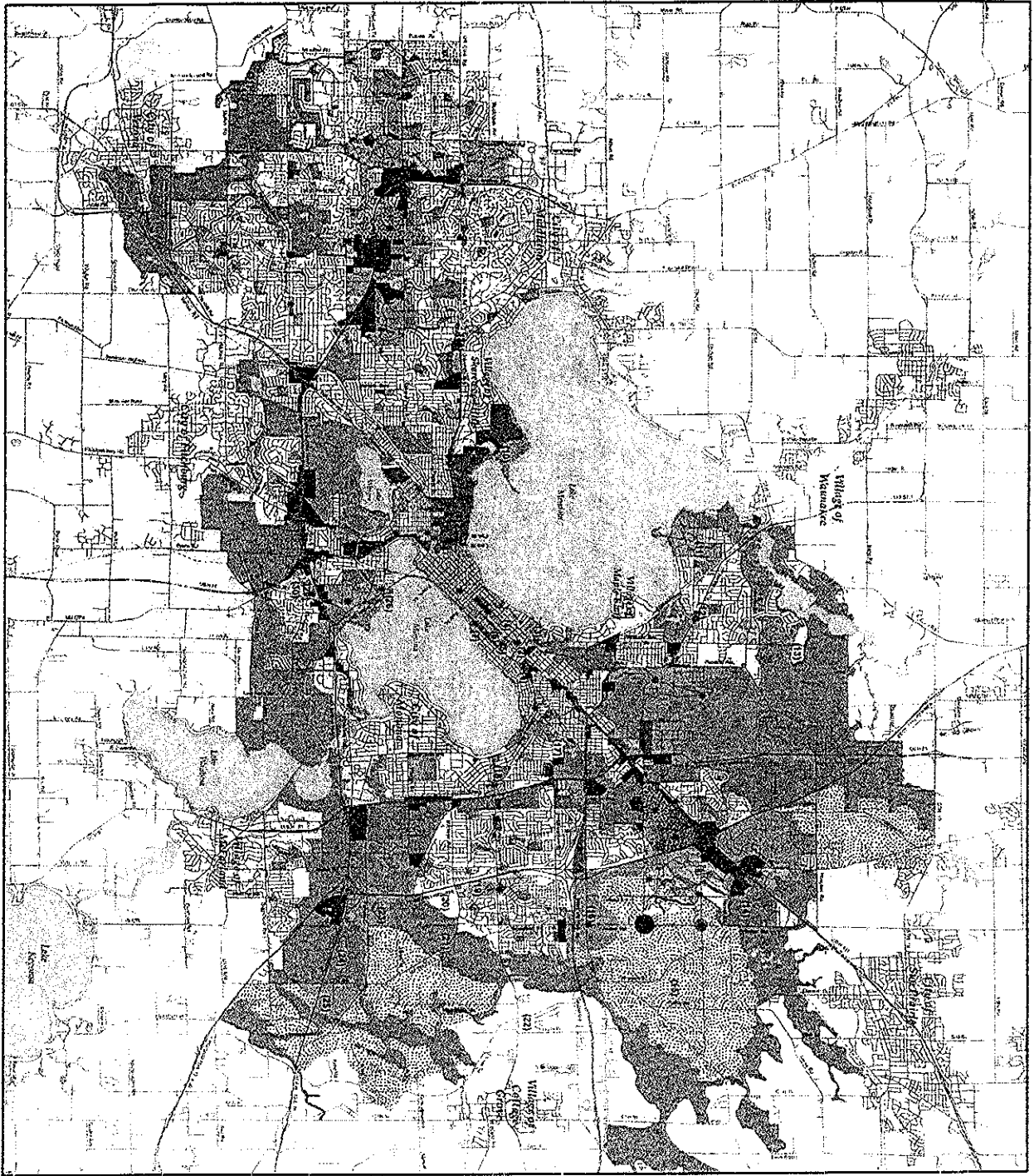
Exhibit 8 Current Land Use

**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 Madison Department of Planning and Development, Planning Unit  
 City of Sun Prairie Planning and Development, Planning Unit  
 City of DeForest Planning and Development, Planning Unit  
 City of Burke Planning and Development, Planning Unit  
 City of Madison Planning and Development, Planning Unit  
 City of Sun Prairie Planning and Development, Planning Unit  
 City of DeForest Planning and Development, Planning Unit  
 City of Burke 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**

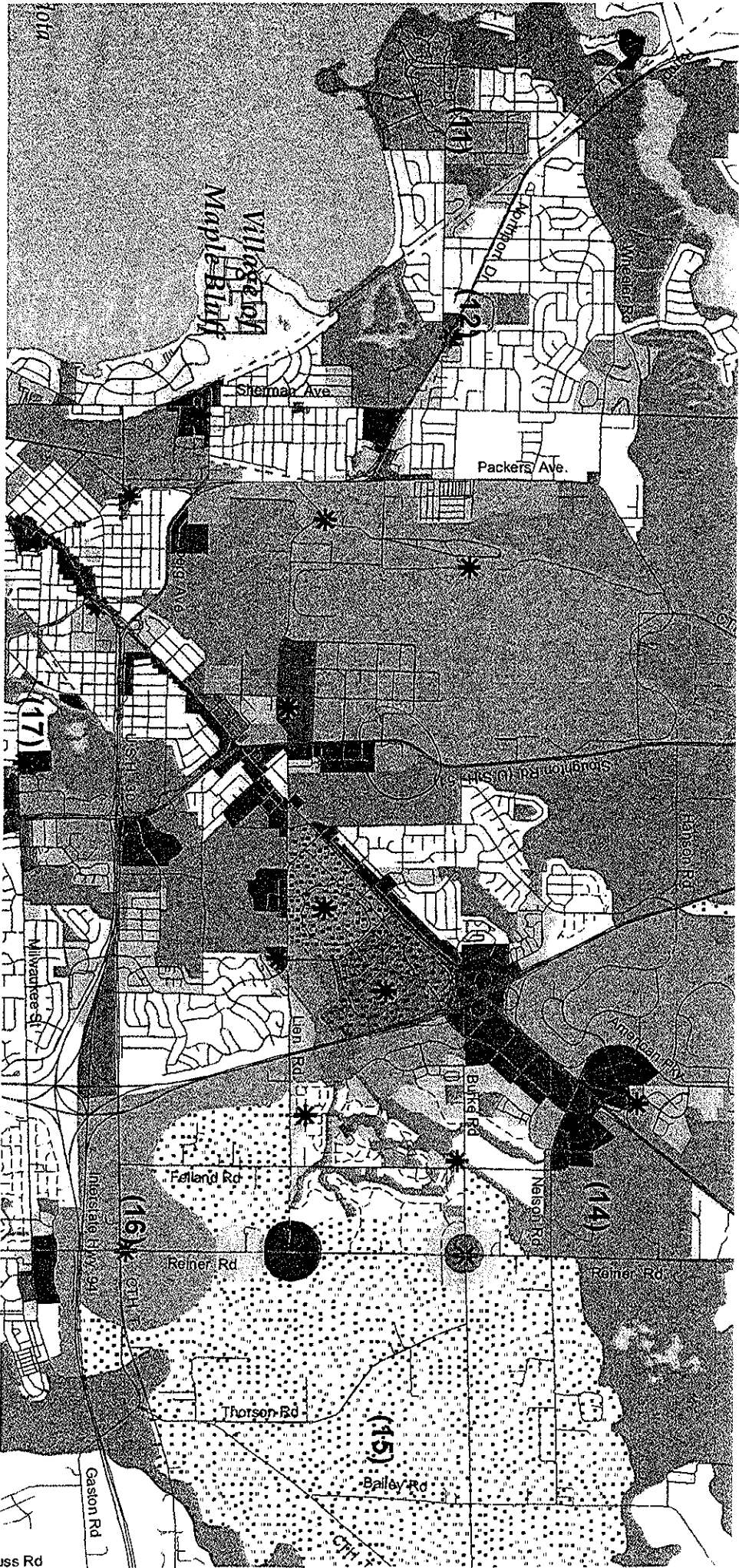
- FOD Transit-Oriented Development
- TND Traditional Neighborhood Development (may be applied to NPA and residential districts as specified in neighborhood and special area plans.)

**Land Use Note Reference Number**

**Other Cities and Villages**

**Scale:**  
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.

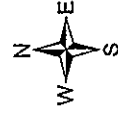
Again please return the City of Sun Prairie line to include our area.

Thank you for your time,

Cindy & George Walsh (BackAcre Business & Tax Service LLC)  
5375 Broken Bow Road  
Sun Prairie WI 53590  
608-825-2949

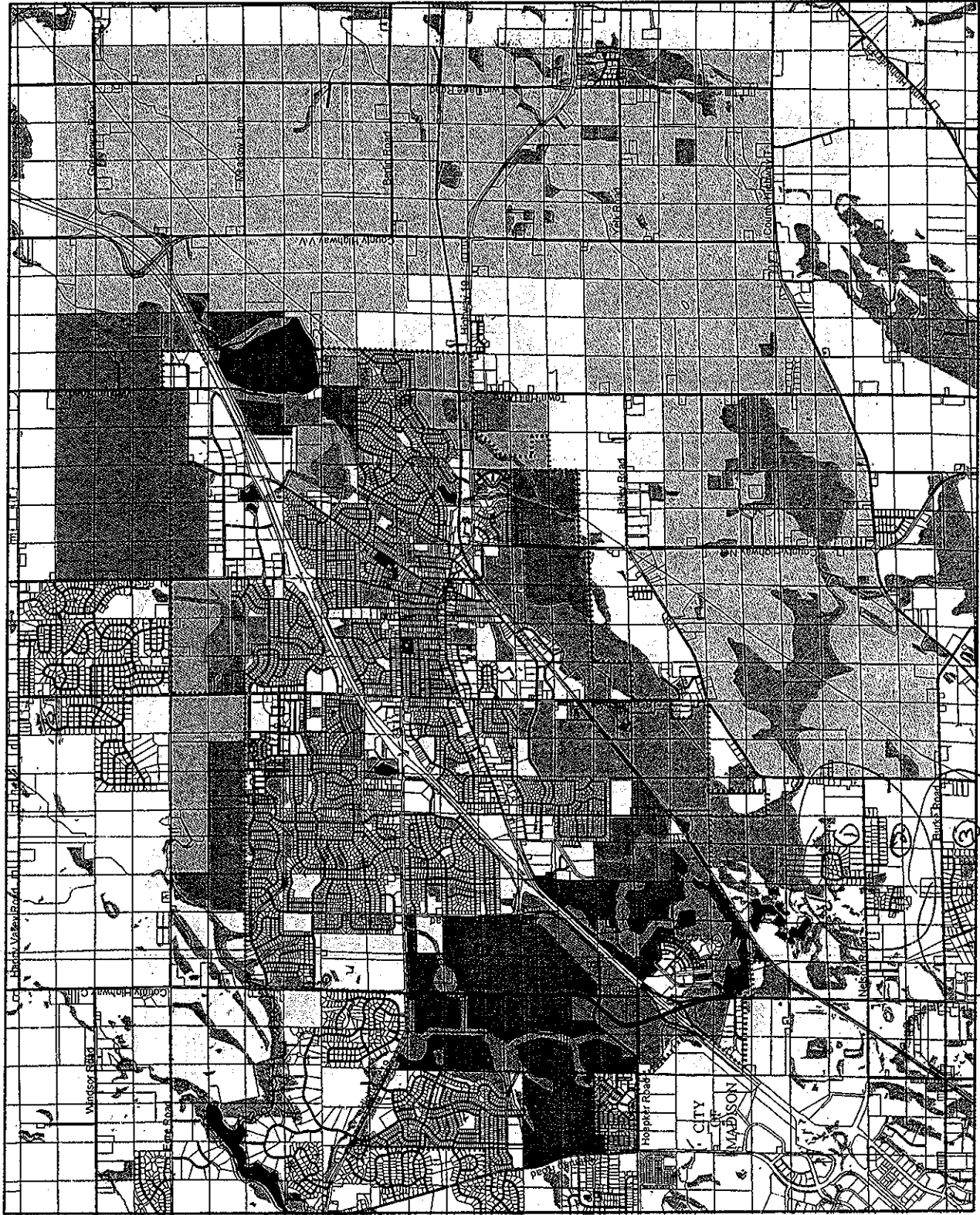
# RESIDENTIAL DEVELOPMENT STAGING PLAN

- 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

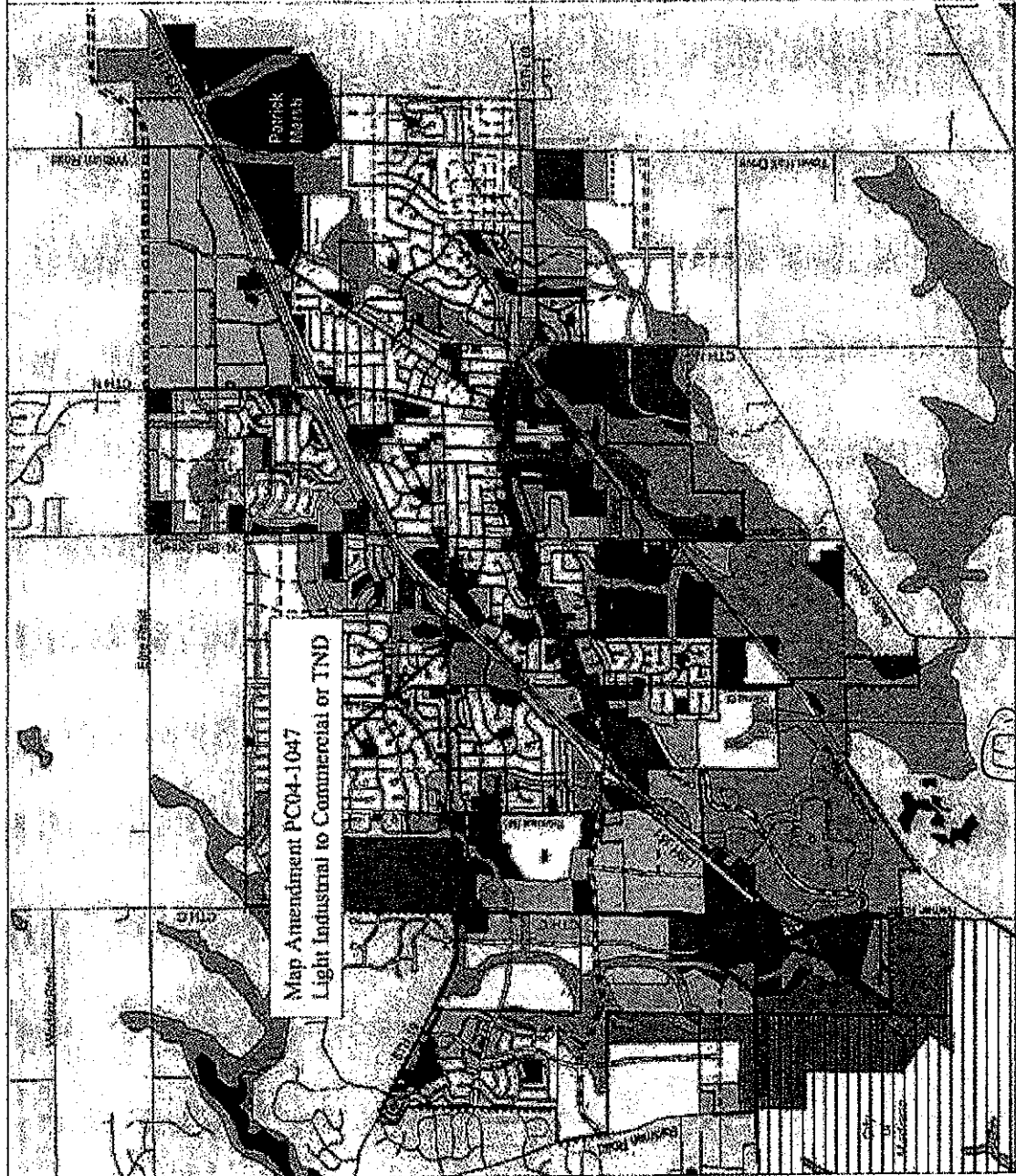
TND - Traditional Neighborhood  
Development District

700.0 700 Feet



4480  
REV. 2-1999  
REV. 4-2008  
REV. 8-2012

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.<sup>13</sup> 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 ( $n=433$ ).<sup>14</sup>

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.<sup>15</sup> 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.<sup>16</sup> 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.<sup>17</sup>

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.<sup>18 19 20</sup>

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.<sup>21</sup>

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 BOD<sub>5</sub> and fecal coliform. The median effluent BOD<sub>5</sub> was 10 mg/L; the average BOD<sub>5</sub> 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.<sup>22</sup> 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.<sup>23 24</sup> Regardless, Converse and Tyler report that the median fecal conform count is below detectable levels within six inches after the effluent enters the soil.<sup>25</sup> 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.<sup>26</sup>

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.<sup>27</sup> 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.<sup>28 29 30 31</sup>

The information from related studies was summarized in a separate publication that provides both hydraulic loading and soil separation information. Where the BOD<sub>5</sub> 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.<sup>32</sup>

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.<sup>33</sup>

Parameter	Jackson County	Rock County
BOD <sub>5</sub>	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.<sup>34</sup> Coliphages were detected in the effluent of the septic tank but not in the effluent of the Multi-Flo unit.<sup>35</sup>

### 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.<sup>36</sup>

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.<sup>37</sup> 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.<sup>38</sup> 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.<sup>39</sup>

### 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.<sup>40</sup>

**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.<sup>41</sup>

**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.<sup>42</sup>

**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.<sup>43</sup>

**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 BOD<sub>5</sub> 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.<sup>44</sup>

**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.<sup>45</sup>

## 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 CBOD<sub>5</sub> 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

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<sup>1</sup> Tchobanoglous, G. *Wastewater Engineering: Treatment, Disposal, and Reuse*, Third Edition. New York: Irwin/McGraw-Hill, 1991, pp 529-556

<sup>2</sup> Tchobanoglous, G and Crites, R. *Small and Decentralized Wastewater Management Systems*. New York: WCB/McGraw-Hill, 1998, pp 451-482

<sup>3</sup> Specific CBOD<sub>5</sub>, ISS, and fecal coliform data to be detailed throughout this document

<sup>4</sup> ANSI/NSF Standard 40-Residential Wastewater Treatment Systems NSF, International, 789 Dixboro Road, Post Office Box 130140, Ann Arbor, MI 48113-0140

<sup>5</sup> CBOD<sub>5</sub> means five-day carbonaceous biochemical oxygen demand, a measure of the organic material in the wastewater.

<sup>6</sup> Throughout this document CBOD<sub>5</sub>, BOD<sub>5</sub>, and BOD are used interchangeably

<sup>7</sup> TSS means Total Suspended Solids, a measure of suspended (as opposed to dissolved) solid material in the wastewater.

<sup>8</sup> Summary of NSF Report S40-5 as appended to NSF Test Data for Multi-Flo Model FTB-0.5, dated October 22, 1981.

<sup>9</sup> "Performance Evaluation Report: Multi-Flo Model FTB-0.5 Wastewater Treatment System." Ann Arbor: NSF International, May 1998, p 10.

<sup>10</sup> Email, dated September 19,2001, from Mike Beckwith, Wisconsin Department of Commerce.

<sup>11</sup> "Performance Evaluation Report: Multi-Flo Model FTB-0.5 Wastewater Treatment System." Ann Arbor: NSF International, May 1998, p 10

<sup>12</sup> Burks, B. and Minnis, M. *Onsite Wastewater Treatment Systems*. Madison: Hogarth House, Ltd., 1994, p 51.

<sup>13</sup> 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 Klavitt	3186 Nelson Rd Sun Prairie WI	53590	8-1-06
2. Kristi Klavitt	PO Box 173 Sun Prairie WI 53590	53590	8-1-06
3. Gust Klavitt	Prairie, WI 53590 Oak Ridge	53590	8-1-06
4.			
5.			
6.			
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10.			

**OPAS**

*Robert Klavitt*  
 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. GREGG E. WAUSAU	5375 Broken Bow Rd SUN PRAIRIE, WI 53590 OAK RIDGE Subdivision	53590	7-21-06
2. Dawn M. Moldenhauer	5391 Broken Bow Rd. SUN PRAIRIE, WI 53590 OAK RIDGE SUBDIVISION	53590	7-26-06
3. James H Ashline	5370 Broken Bow Rd SUN PRAIRIE, WI OAK RIDGE Park Subdivision	53590	7-26-06
4. Nancy K. MOTH	5366 Broken Bow Rd SUN PRAIRIE, WI OAK RIDGE PARK SUBDIVISION	53590	7-26-06
5. Ron MOTH	SAME	SAME	7-26-06
6. Patricia M. Schleisner	5364 Morse Ct SUN PRAIRIE, WI 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. Ronda McGuire	5415 Broken Bow Rd SUN PRAIRIE OAK RIDGE	53590	7/31/06
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.

**COPY**

NAME - Print AND Sign Pls	ADDRESS (street, neighborhood & city)	ZIP CODE	DATE
1. <del>Bert G Wilson</del> 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 Ct. Sun Prairie, WI Oak Ridge	53590	7-30-06

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 I. WILLIAMS	5355 Broken Bow Rd Sun Prairie	53590	24 JUL 06
5. Nathaniel Dennis	Oak Ridge		
NATHANIEL 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

*[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.

NAME - Print AND Sign PLS	ADDRESS (street, neighborhood & city)	ZIP CODE	DATE
1. CYNTHIA A.M. WOODARD	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. <del>Janet Ashline</del> Janet Ashline	5442 Broken Bow Rd Sun Prairie WI 53590	53590	7-21-06
4. Janne Dicka	5442 Broken Bow Rd Sun Prairie WI 53590	53590	7-22-06
5. <del>Polina Reserve</del> Polina Reserve	5442 Broken Bow Rd Sun Prairie WI 53590	53590	7-22-06
6. <del>Shawler Moore</del> Shawler Moore	5485 Broken Bow Rd S.P. 53590	53590	7-24-06
7. <del>Michelle R. Naves</del> Michelle R. Naves	5365 Broken Bow Rd S.P. 53590	53590	7-24-06
8. <del>SHYLL Faust</del> SHYLL Faust	5372 Broken Bow Rd S.P. 53590	53590	7-28-06
9. <del>Ken Faust</del> Ken Faust	5328 Broken Bow Rd 53590	53590	7-30-06
10. <del>EUGENE N. BENISCH</del> EUGENE N. BENISCH	3187 BEEZE DRIVE SUN PRAIRIE WI 53590	53590	7-30-06
<del>Shawler Moore</del>	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 Mataw Ct SUN PRAIRIE	53590	7-30-06
2. GARY MERKES <i>Gary Merkes</i>	5428 Broken Bow Sun Prairie	53590	7.31.06
3. SUE MERKES <i>Sue Merkes</i>	" "	" "	" "
4. DEBERA HARBOLT <i>Debera Harbolt</i>	5323 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>	" "	" "	7/31/06
7. RANDY RICE <i>Randy Rice</i>	5364 Morse Ct Sun Prairie WI	53590	7/31/06
8. <i>Wynne Schmiedlnd</i>			
9. <i>Wynne Schmiedlnd</i>			
10. <i>Wynne Schmiedlnd</i>			

*Dorine 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. MARCIA MEYERS <i>Marcia 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. DAD HERE <i>Dad 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
CAROL A SHAW	5390 Broken Bow Rd SP Oak Ridge	53590	7/21/06
WALTER M SHAW	SP Oak Ridge	n1	7/21
MOLLY E SHAW	5376 Broken Bow Rd SP Oak Ridge	53590	7/22/06
MELANIE SHAW	5390 Broken Bow Rd SP Oak Ridge	53590	7/22/06
PETER KONG	3190 Nelson Rd SP Oak Ridge	53590	7/22/06
JOE KONG	3190 Nelson Rd SP Oak Ridge	53590	7/22/06
LARRY WILLIAMS	5373 Morse Ct SP Oak Ridge	53590	7-22-06
APRIL WILSON	5373 Morse Ct SP Oak Ridge	53590	7-22-06
TERRY WILLIAMS	5373 Morse Ct 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 Gillman Don Gillman	Breeze Dr. Neighborhood 3193 Breeze Dr Sun Prairie, WI	53590	7-28-06
4. Tami Finken Tami Finken	Breeze Dr. Sun Prairie WI Neighbor Breeze Dr	53590	1-29-06
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 Schemel	5331 Broken Bow Rd		
2. Mary & Susan	Oak Ridge Park Sun Prairie 5331 Broken Bow Rd	53590	7/25/06
3. Michael Moberg	Oak Ridge Park Sun Prairie 5372 Horse Ct.	53590	7/25/06
4. Steve Mckenzie	Sun Prairie Oak Ridge Park 5372 Horse Ct.	53590	7/25/06
5. Ray Reginald & Lien	Sun Prairie Oak Ridge Park	53590	7/25/06
6. Nan Lande	3188 Nelson Rd Sun Prairie Oak Ridge	53590	7/26/06
7. Tom Linde	3198 Nelson Rd Sun Prairie Oak Ridge	53590	7/26/06
8. Karen Bobo	5380 Brater Bow Rd, Sun Prairie Oak Ridge	53590	7/20/06
9. Deborah Bobo	5380 Brater Bow Rd, Sun Prairie Oak Ridge	53590	7/30/06
10. Brent Bobo	5380 Brater Bow Rd Sun Prairie Oak Ridge	53590	7/30/06

**COPY**

certify that I have circulated the petition to those who have signed it.

Date July 27, 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. TIMOTHY E. JACKSON <i>Timothy E. Jackson</i>	3248 CARMY CIRCLE SUN PRAIRIE	53590	7/27/06
2. DENISE A. JACKSON <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.			
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*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. <del>John Schmier</del> John Schmier	3252 Camp Circle Sun Prairie WI	53590	7.25.06
5. Ronie Schmier Gene Schmier	3252 Camp Circle Sun Prairie WI	53590	7/25/06
6. Roger Peterson Roger R 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. Kim W Bransky Kevin R Bransky	3259 Camp Cir Sun Prairie WI	53590	7/25/06
10. Susan M Bransky Susan M Bransky	3259 Camp Cir Sun Prairie, WI	53590	7/25/06

certify that I have circulated the petition to those who have signed it.

Date 7/25/06

*Ronnie Schmier*

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 GUNN: OLSON	3237 RISING SUN RD <sup>SUN PRAIRIE</sup> <del>BURKE HEIGHTS</del>	53590	7/23/06
2. DAN E OLSON	3237 RISING SUN RD <sup>SUN PRAIRIE</sup> <del>BURKE HEIGHTS</del>	53590	7/23/06
3. JONI POSTER	3251 RISING SUN RD <sup>SUN PRAIRIE</sup> <del>WI 53590</del>	53590	7/23/06
4. KAYLA R. ENGEL	3256 RISING SUN RD. <sup>SUN PRAIRIE, WI</sup>	53590	7/23/06
5. STEVEN R. POSTER	3251 RISING SUN RD <sup>SUN PRAIRIE</sup> <del>WI 53590</del>	53590	7/23/06
6. JEFF ENGEL	3256 RISING SUN ROAD <sup>SUN PRAIRIE, WI</sup>	53590	7/23/06
7. FRED C. LANDERS	5407 Sunnyburke Dr. <sup>SUN PRAIRIE</sup>	53590	7-24-06
8. VICTORIA GOULTHROF	3250 RISING SUN ROAD <sup>SUN PRAIRIE</sup>	53590	7/24/06
9. STEPHEN GOULDTHROF	3250 RISING SUN RD <sup>SUN PRAIRIE</sup>	53590	7/24/06
10. SUSAN HELLER	3258 Camy Circle <sup>SUN PRAIRIE WI</sup>	53590	7/25/06

I certify that I have circulated the petition to those who have signed it.

Date 7/25/06

*Susan Heller*

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 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. Doreen Leeger Doreen Leeger	3844 Rising Sun Rd Sun Prairie	53590	7/25/06
4. Terri Jacobson Terri Jacobson	5341 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 Vesler Rd	53590	8/1/06
7. Mary Schraeder Mary Schraeder	5349 Vesler Rd.	53590	8/1/06
8. Phillip + Anita Phillip + Anita	5357 Regal Rd.	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

**COPY**

Date 8/1/06

Dennis Leeger 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.

**COPY**

NAME - Print AND Sign Pls	ADDRESS (street, neighborhood & city)	ZIP CODE	DATE
1. Dennis Klond	3045 CAMY CIRCLE SUN PRAIRIE	53590	7-22-06
2. Albert S. Felt	5401 Sunnysburke Dr. Sun Prairie	53590	7-22-06
3. Caree L. East	5401 Sunnysburke Dr. Sun Prairie	53590	7-22-06
4. Vicki Landes	5407 Sunnysburke 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. Dennis Klond	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.			
4.			
5.			
6.			
7.			
8.			
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.			
5.			
6.			
7.			
8.			
9.			
10.			

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. <del>Rebecca</del> 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. <del>Carol Muller</del> Carol Muller	5368 Nease Ct Sun Prairie WI 53590	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. <del>Frank Muller</del> Frank Muller	5368 Norse Ct Sun Prairie, WI 53590	Broken Bow 53590	8/7/06
6.			
7.			
8.			
9.			
10.			

Rebecca 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!

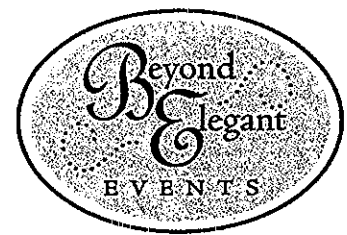
same reasoning applies to the Special & Procedures! Why, on earth, is so power given to the Board & none to gens? Yes, they were elected to nt us - key word.. REPRESENT - side for us!!!

↳ 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*

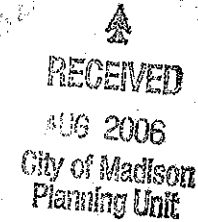
3207 Conservancy Estates Lane | Sun Prairie, WI 53590  
608-225-1093 | jayne@beyondelegantevents.com



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



# Jayne Galanos Wedding Planner

3207 Conservancy Estates Lane | Sun Prairie, WI 53590

608-225-1093 | jayne@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](mailto:jvoss@cityofmadison.com)

Attn.: Mr. Brad Murphy VIA U.S. MAIL & EMAIL [bmurphy@cityofmadison.com](mailto:bmurphy@cityofmadison.com)

City of Sun Prairie

Attn: Mr. Scott Kugler VIA U.S. MAIL & EMAIL [skugler@cityofsunprairie.com](mailto:skugler@cityofsunprairie.com)

Attorney Michael J. Lawton VIA U.S. MAIL & EMAIL [mlawton@lathropclark.com](mailto:mlawton@lathropclark.com)

Attorney Richard C. Yde VIA U.S. MAIL & EMAIL [ryde@staffordlaw.com](mailto:ryde@staffordlaw.com)

Graef, Anhalt, Schloemer & Associates, Inc.

Attn.: Mr. Duane Gau VIA U.S. MAIL & EMAIL [Duane.A.Gau@GASAI.com](mailto:Duane.A.Gau@GASAI.com)

Madison Crushing & Excavating, Inc.

Attn.: Mr. William Ziegler VIA EMAIL ONLY [billz@madisoncrushing.com](mailto: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**

**L A W Y E R S**

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2 East Mifflin Street, Suite 800  
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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 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

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30 August 2006

Page 2

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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](mailto:jvoss@cityofmadison.com)

Attn.: Mr. Brad Murphy VIA U.S. MAIL & EMAIL [bmurphy@cityofmadison.com](mailto:bmurphy@cityofmadison.com)

City of Sun Prairie

Attn: Mr. Scott Kugler VIA U.S. MAIL & EMAIL [skugler@cityofsunprairie.com](mailto:skugler@cityofsunprairie.com)

Attorney Michael J. Lawton VIA U.S. MAIL & EMAIL [mlawton@lathropclark.com](mailto:mlawton@lathropclark.com)

Attorney Richard C. Yde VIA U.S. MAIL & EMAIL [ryde@staffordlaw.com](mailto:ryde@staffordlaw.com)

Graef, Anhalt, Schloemer & Associates, Inc.

Attn.: Mr. Duane Gau VIA U.S. MAIL & EMAIL [Duane.A.Gau@GASAI.com](mailto:Duane.A.Gau@GASAI.com)

Madison Crushing & Excavating, Inc.

Attn.: Mr. William Ziegler VIA EMAIL ONLY [billz@madisoncrushing.com](mailto: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

LAW OFFICES  
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740 Regent Street, Suite 400  
P.O. Box 1507  
Madison, Wisconsin 53701-1507  
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POYNETTE OFFICE  
111 N. Main Street  
P.O. Box 128  
Poynette, Wisconsin 53955  
(608) 635-4324  
Fax (608) 635-4690

LODI OFFICE  
113 S. Main Street, Suite 301  
P.O. Box 256  
Lodi, Wisconsin 53555  
(608) 592-3877  
Fax (608) 592-5844

Donald I. Heaney  
Theodore J. Long  
Ronald J. Kotnik  
Jerry E. McAdow  
David S. Uphoff  
John C. Frank  
Michael J. Lawton  
William L. Fahey  
Michael J. Julka  
Jeffrey P. Clark  
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  
Nate P. Birkholz  
Josh C. Kopp  
Todd J. Heppler  
Carrie M. Benedon

Shelley J. Safer  
Of Counsel

\*Admitted in Virginia and Washington D.C.

Michael J. Lawton  
Direct Telephone: (608) 286-7236  
E-mail: mlawton@lathropclark.com

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.

Ms. Witzel-Behl & Ms. Hermann-Brown  
August 30, 2006  
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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.

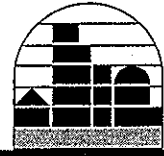
Sincerely;

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

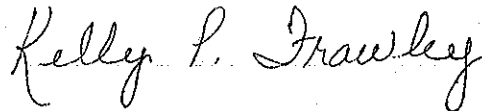
Thank you for providing the opportunity to offer comments. Please feel free to contact Windsor officials should you have any questions or need additional information.

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.