

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

January 5, 2007

INTRODUCTION

The **TOWN OF BURKE**, a Wisconsin municipality with offices at 5365 Reiner Road, Madison, Wisconsin 53718 (hereinafter “**Burke**” or the “**Town**”), the **VILLAGE OF DeFOREST**, a Wisconsin municipal corporation with offices at 306 DeForest Street, DeForest, Wisconsin 53532 (hereinafter “**DeForest**” or the “**Village**”), the **CITY OF SUN PRAIRIE**, a Wisconsin municipal corporation with offices at 300 East Main Street, Sun Prairie, Wisconsin 53590 (hereinafter “**Sun Prairie**”) and the **CITY OF MADISON**, a Wisconsin municipal corporation with offices at 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703 (hereinafter “**Madison**”), collectively the **Parties**, enter into this Cooperative Plan, (hereinafter “**Cooperative Plan**” or “**Plan**”), subject to approval of the State Department of Administration, under authority of Section 66.0307, Wisconsin Statutes.

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

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

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

and,

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

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

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

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

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

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

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

WITNESSETH

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

SECTION 1 PARTICIPATING MUNICIPALITIES

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

SECTION 2 CONTACT PERSONS

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

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

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

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

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

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

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

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

3.1 BOUNDARY ADJUSTMENT AREA - DEFOREST

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

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

3.2 BOUNDARY ADJUSTMENT AREA - SUN PRAIRIE

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

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

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

3.3 BOUNDARY ADJUSTMENT AREA - MADISON

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

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

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

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

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

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

3.4 Long-Term Boundary and Extraterritorial Jurisdiction

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

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

3.5 School District Boundaries

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

SECTION 4 ISSUES, PROBLEMS, OPPORTUNITIES

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

A. Protect Burke and Eliminate Annexation Disputes.

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

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

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

B. Assure Orderly Development Within the Plan Area.

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

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

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

C. Establish Mechanism for Joint Planning .

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

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

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

E. Orderly Urban Growth.

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

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

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

As more specifically provided in Section 8 of this Plan, DeForest, Madison and Sun Prairie will plan for and construct public sanitary and water service infrastructure throughout the Cooperative Plan Area from time to time, as Burke lands become attached to and developed in the respective City or Village. These facilities will enhance public health through protection of ground and surface waters, and enhance public safety through availability of sufficient fire suppression water flows and adequate transportation systems. These public health and safety amenities will enhance the quality of life for all properties within the Plan Area.

G. Alternatives Considered.

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

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

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

SECTION 5
TERM OF THE PLAN AND BOUNDARY ADJUSTMENT PERIOD

A. Term

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

B. No Early Termination of Protected Period

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

C. Town Government During the Protected Period

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

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

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

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

SECTION 6 DEFINITIONS

For the purposes of this Plan:

A. “Develop” or “development” refers to division of land, or construction of more than one principal structure on a parcel of land, or rezoning a parcel from a residential or agricultural classification to a non-residential classification. Use or division of land by the Town or Madison, Sun Prairie or DeForest for governmental purposes does not constitute development.

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

System Including Erosion Control Ordinance (Chapter 37, MGO), as any of the foregoing may be amended from time to time. All new or replacement signs, billboards or street graphics in the BAA-M area of the Town shall comply with the restrictions of the Madison Street Graphics Control Ordinance (Chapter 31, MGO) and with the applicable Dane County sign regulations. In the event of a conflict between the Madison and Dane County sign regulations, the more restrictive regulations shall apply.

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

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

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

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

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

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

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

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

7.1 General

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

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

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

The adopted Madison neighborhood development plans guide Madison's growth and development and extension of urban services within each of the neighborhoods. Some urban development has begun in all planned neighborhoods covered by adopted neighborhood development plans. Included as **Exhibit 7**, is a current land use map for the Cooperative Plan Area which shows the level of existing development within the Cooperative Plan Area.

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

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

elements under the State's Smart Growth Law. In 2002, the Dane County Regional Planning Commission published a report based on the 2000 Decennial Census and the results of a 2000 Land Use Inventory for the County. This report entitled Dane County and Community Data 1970-2000, provides updated data on the socio-economic characteristics of Burke, DeForest, Sun Prairie and Madison and a land use inventory for all communities.

7.2 Existing Ordinances that Affect the BAA

A. Town

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

B. Village

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

C. Sun Prairie

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

D. Madison

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

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

7.4 SOCIAL AND ECONOMIC ATTRIBUTES OF THE AREA

A. De Forest

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

1. Local and Regional Shopping Patterns

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

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

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

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

2. Social and Organizational Characteristics

a. DeForest Area School District

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

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

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

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

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

b. DeForest Chamber of Commerce

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

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

c. Area Churches

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

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

B. Sun Prairie

1. Local and Regional Shopping Patterns

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

2. Social and Organizational Characteristics

a. School District

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

b. Chamber of Commerce

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

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

c. Churches

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

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

d. Miscellaneous

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

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

C. Madison

1. Local and Regional Shopping Patterns

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

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

2. Social and Organizational Characteristics

a. School District

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

b. Economic Development

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

c. Community Facilities

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

SECTION 8

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

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

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

A. Lands to be Attached to the Village

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

B. Lands to be Attached to Sun Prairie

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

C. Lands to be Attached to Madison

1. General Provisions.

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

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

period, unless the subject property is already scheduled for attachment in less than five years under Final Attachment. The procedure to be followed for implementation of the property owner's agreement to attach may be through the contemporaneous adoption of an Intermediate Attachment ordinance with the effective date of attachment delayed for the five-year period. Madison will be upholding its ordinance policy by extending public sewer and water service only upon an irrevocable commitment of attachment. Instead of paying to fix private wells and/or failing septic systems, the property owner will pay the initial costs of extension and connection to Madison public utility services over five years, without also having to pay a higher local share of property taxes to Madison during the same five-year period. Notwithstanding any other provision of this Plan, no property in the BAA-M will be required to connect to the Madison public utility services prior to attachment of such property to Madison.

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

2. Purchase of Burke Utility District #1

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

3. Service within BAA-M provided by DeForest

a. Water Service.

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

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

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

b. Sanitary Sewer Service.

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

c. Mutual Modification.

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

4. Terms of Service by DeForest Utilities in Madison.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Agreement on Future Street Connections and Comment on Development

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

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

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

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

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

C. General Attachment Provisions.

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

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

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

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

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

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

(6) Territory may be attached to the respective City or Village, under this Cooperative Plan, irrespective of the size, or shape of the territory covered by the petition. Such attachments may create town islands. The City or Village, however, may reject any petition to attach territory for any reason whatsoever in its legislative discretion.

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

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

SECTION 10
PROCEDURE FOR INTERMEDIATE ATTACHMENT

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

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

(2) Following adoption of each such Attachment Ordinance, the respective Village or City Clerk shall immediately file, record and send copies of the same, in accordance with Sec. 66.0217(9)(a), Wis. Stats, as incorporated by Sec. 66.0307(10). Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one. The information filed with the Secretary of State shall be utilized in making adjustments to entitlements under the federal revenue sharing program and distribution of funds under chapter 79, Wis. Stats., and to any successor or other federal or state entitlement or revenue-sharing program.

(3) No land, other than Town roads adjacent to private property subject to an Intermediate Attachment, shall be attached to the respective Village or City as an Intermediate Attachment without the consent of the owner(s). Where a petition for attachment involves residential property occupied by electors other than the owner(s) (or land contract vendee), only the owner(s) have the right to consent to and petition for the attachment. Approval of resident electors shall not be required.

SECTION 11
LOCAL ORDINANCES AFFECTING COOPERATIVE PLAN AREA

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

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

A. Attached Territory.

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

B. Development of Town Territory.

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

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

(2) In the BAA-M territory which will eventually be attached to Madison, all new or replacement signs, billboards or street graphics (“signs”) not part of any development shall comply with the restrictions of the Madison Street Graphics Control Ordinance, Chapter 31, Madison General Ordinances and with the applicable Dane County sign regulations. In the event of a conflict between the Madison and Dane County sign regulations, the more restrictive regulatory provision shall apply. The Town agrees to adopt an ordinance to condition any electrical or other permits that it issues for new signs or related property improvements upon Madison approval that the proposed sign complies with the Madison Street Graphics Control Ordinance.

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

(4) DeForest, Madison and Sun Prairie shall use reasonable efforts to give notice of zoning and other land use hearings, decisions and actions to the owners of record of properties in the Town, within the same distance from an affected property, in the same manner and on the

same basis as it gives notice to the owners of record of properties in the respective Village or City. The Town shall cooperate with the Village or City to enable such notice. A failure to give notice shall not itself constitute a breach of this Cooperative Plan, but intentional, persistent or habitual failure to give notice shall be considered a breach of this Cooperative Plan.

C. Cooperation Concerning Quarries and Non-Metallic Mines.

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

SECTION 12

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

A. Authorization for Improvements in Town

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

B. Special Assessment Procedures

DeForest, Madison or Sun Prairie may levy special assessments against a parcel of property in the Town for public improvements that specially benefit the parcel that will eventually be attached to the respective Village or City. The Town hereby approves such future levies, under Sec. 66.0707, Wis. Stats. In the event that this blanket pre-approval provision is either not approved by the State Department of Administration or invalidated by a court of competent jurisdiction, the Town further agrees to the extent it may lawfully do so, that it shall timely approve each such special assessment levy by separate resolution pursuant to said statute. The following provisions shall apply to all such Village or City special assessments levied against Town parcels:

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

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

(3) Notwithstanding paragraph (2) above, the amount of each such special assessment shall be adjusted from the date of levy to the date of attachment based on the Engineering News Record Construction Cost Index, or such equivalent index as may be available at the time.

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

(5) Prior to attachment there shall be only one special assessment of each benefiting public improvement component (e.g. road pavement, curb and gutter, public sidewalk, street lights, street trees, traffic signals and other intersection improvement components, public drainage improvements, sanitary sewer mains, sewer interceptors, public water mains, etc.), except for driveway, curb and gutter and public sidewalk repairs which may be billable to the abutting benefited property as special charges for current services rendered pursuant to Sec. 66.0627, Wis. Stats., and corresponding Village or City ordinances and policies generally applicable to all property in the respective Village or City. The Town hereby pre-approves the levy of such future special charges, in accordance with Sec. 66.0707, Wis. Stats. In the event that this blanket pre-approval provision is either not approved by the State Department of Administration or invalidated by a court of competent jurisdiction, the Town further agrees that, to the extent that it may lawfully do so, it shall timely approve each such special charges levy by separate resolution pursuant to said statute. Any assessment, subsequent to attachment to the respective Village or City, for another improvement of the same component shall be made only if consistent with the Village or City's special assessment policy generally applicable to all property in the Village or City. The first payment for such subsequent assessments shall be deferred with interest to a date not less than 10 years after attachment and the assessments shall be payable in eight (8) annual installments.

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

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

C. Sewer and Water Service outside of Protected Areas

Notwithstanding subsection B. above, and subject to the provisions of section 8, any owner of property in the BAA-M, but outside of the DXWSA that is not also in a Protected Area shall be entitled upon request to receive Madison sewer and/or water services prior to attaching the property to Madison, provided such services are reasonably available, the property is in an Urban Service Area, and the owner agrees to pay for extension of the services to the property over a five year period with interest and agrees to attachment of the property at the end of the five year period. Costs for extension shall be determined on the same basis as costs generally applicable for extensions to similarly situated property within Madison, including the collection of applicable connection or area charges (such as MMSD) and impact fees. Madison may require immediate adoption of Intermediate Attachment Ordinances for Town parcels whose owners request Madison public water or sewer utility service, with a delayed effective date of up to five years, subject to other procedural requirements of this Plan. An owner's entitlement to receive sewer and/or water services under this paragraph applies only to: existing uses on existing parcels as of March 1, 2006; new or expanded uses on existing parcels after March 1, 2006, provided the new or expanded uses do not constitute development as defined in this Plan; and new houses and accessory structures built on parcels created under Section 11(3).

SECTION 13 STORM WATER MANAGEMENT AND CONTROL

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

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

SECTION 14 ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN

The Parties have evaluated the environmental consequences of the Cooperative Plan, including air and water pollution impacts, energy use and the protection of environmentally sensitive lands. The Cooperative Plan identifies all remaining Town areas that will become part of DeForest, Madison or Sun Prairie and be developed within the respective Village or City and provided with the full range of urban services consistent with the Village or City's growth and development ordinances and environmental control ordinances. All of these development areas are located in relatively close proximity to DeForest, Sun Prairie or the Madison Metropolitan area; the major employment, educational, recreational and cultural center serving the area.

A. Air Quality Impacts

Recommended land uses within the area covered by the Cooperative Plan include a mix of residential units, commercial development, recreational and open space uses, a limited amount of light manufacturing, research and specialized manufacturing uses. Smoke stack type, heavy industrial uses are not recommended. The primary air quality impacts associated with the Cooperative Plan relate to transportation related impacts and impacts related to additional electric generating capacity needed to serve the additional development. Given the relatively close proximity of the Cooperative Plan Area to the urban core, the Parties believe that the Plan should have comparatively lower air quality impacts than comparable development which would occur further away from the urban core, which would result in additional vehicle miles traveled, and additional air pollutants related to additional vehicular use. As development occurs within the Plan area, Madison will extend Madison Metro Transit service to serve the area which will further reduce the reliance on low-occupancy motor vehicle use within the area.

B. Water Quality Impacts

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

hydrological model that monitors the groundwater impacts of well pumping within the Madison Metropolitan area. Additional municipal wells will be sited in compliance with local and state regulations.

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

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

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

C. Energy Use

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

will be provided to development within the Cooperative Plan Area by Madison Gas and Electric and Alliant Energy in their respective service territories.

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

D. Environmentally Sensitive Lands

Madison's Comprehensive Plan and neighborhood development plans encourage the development of neighborhoods at comparatively higher densities. These neighborhoods will be located in close proximity to the metropolitan core which reduces typical impacts of urban sprawl by concentrating development in areas that can be provided with the full range of urban services. Neighborhood development plans are prepared for lands in peripheral locations prior to the extension of services.

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

All of the lands within the Plan Area are covered by the Madison Comprehensive Plan, DeForest plans, Sun Prairie plans, the Dane County Water Quality Management Plan and the Dane County Land Use and Transportation Plan, which identify environmentally sensitive areas. In addition, Madison's adopted neighborhood development plans include an assessment of existing conditions and environmentally sensitive features. The Town and Madison agree to use these adopted plans, where applicable, to guide the development which occurs within areas covered by the Cooperative Boundary Plan. Environmentally sensitive lands will be identified and preserved as part of the development review and approval process. Within the Plan area, development will occur in conformance with Madison's neighborhood development plans that identify environmentally sensitive lands to be preserved as part of the development process, which include parks and open space lands, wetlands, stormwater drainage corridors, flood plain lands, navigable streams, natural areas, significant woodlands, and steep slopes. Open space corridors provide opportunities to develop interconnected off-road pedestrian and bicycle trails to serve the neighborhoods. The preservation of open spaces also aids in the preservation of wildlife habitat within these urbanizing areas.

In summary, this Cooperative Plan has evaluated the potential environmental consequences associated with the implementation of the plan and has found no significant adverse environmental consequences to the natural environment, including air and water pollution, and energy use. The Cooperative Plan allows Madison to fully develop and implement its neighborhood development plans for Plan Area which will result in the development of compact urban neighborhoods with the full range of urban services, including transit service. Additional development in the Plan Area will also be guided by the Madison's Comprehensive Plan and other plans. The Cooperative Plan provides a mechanism to ensure the orderly development and extension of services throughout the area covered by the Cooperative Plan.

E. Groundwater

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

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

F. Soil Types

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

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

G. Wetlands

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

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

H. Water Bodies

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

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

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

I. Wildlife

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

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

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

J. Sensitive Environmental Elements

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

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

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

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

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

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

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

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

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

SECTION 15 HOUSING NEEDS

A. General Information and Statistics

Table 1 – Population Projections (Wisconsin Department of Administration)

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

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

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

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

Table 3 – Housing Projections (Wisconsin Department of Administration)

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

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

B. Burke

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

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

C. DE FOREST

1. Population

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

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

2. Per Capita Income

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

3. Housing Types and Availability

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

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

4. Need for Safe and Affordable Housing

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

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

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

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

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

Burke and DeForest will work to implement the following goals:

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

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

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

2) Make Housing More Affordable and More Readily Available

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

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

3) Link Housing with Essential Supportive Services

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

4) Promote Balanced Growth

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

D. Sun Prairie

1. Population

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

2. Per Capita Income

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

3. Housing Types and Availability

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

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

4. Need for Safe and Affordable Housing

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

The Sun Prairie Master Plan 2020 reports that,

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

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

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

Objectives

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

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

E. Madison

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

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

Madison has a long tradition of promoting the development of neighborhoods with the full range of housing types which are affordable to families and households of all income levels. Burke generally allows mainly single-family homes to be built which can be served with on-site septic systems in those areas of Burke not served by sewer and water service. In the areas that are served, Burke has supported and approved some multi-family housing.

Madison has developed a set of housing goals, objectives, policies and implementation strategies. Madison has adopted several major strategies to address the goals of housing preservation, housing affordability, and neighborhood viability. Madison recognizes that much of its own housing stock was built before 1980 and hence must be maintained in order to extend its useful life and contribute to the overall quality of life within the older neighborhoods within the City. Madison has an extensive building inspection program that conducts systematic inspections of older rental housing stock and responds to complaints about housing from tenants and neighbors. Madison also works extensively with property owners and managers to help them improve their management techniques or maintain safe environments through neighborhood watches and anti-drug and beautification efforts. These goals, objectives, policies, and recommendations are summarized in the Madison's Comprehensive Plan.

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

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

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

To help families become homeowners, Madison uses State Housing Cost Reduction Initiative resources to administer HOME-BUY that helps families with down payment/closing cost assistance. Madison also uses Federal CDBG and HOME program resources through

groups like Movin' Out and Madison Development Corporation to provide down payments for special need populations or to accomplish specific policy goals, such as downtown homeownership. Madison provides a modest level of assistance to potential landlords who wish to purchase rental property and also use a unit within that property as their primary residence through the Project Home Neighborhood Owned Affordable Housing Program (NOAH).

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

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

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

improve those services. Housing is often a major focus of these efforts. Madison also has led or funded major redevelopment efforts in areas with a high level of crime or turnover of residents, including Vera Court, the Worthington and Broadway areas, and the Wexford Ridge complex.

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

A. Statutory Revenue Sharing

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

B. Taxation after Protected Period

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

C. Revenue Sharing

1. DeForest

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

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

2. Sun Prairie

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

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

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

3. Madison

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

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

D. Division of Assets and Liabilities

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

**SECTION 17
JOB CONTINUITY FOR TOWN EMPLOYEES**

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

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

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

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

SECTION 18 COMPREHENSIVE/MASTER PLANNING

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

A. Town Plans

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

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

B. Madison Plans.

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

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

C. Regional Plans.

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

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

A portion of the Cooperative Plan Area is covered by adopted Madison neighborhood development plans. Each of the neighborhood development plans includes a description of recommended land uses, including residential, commercial, institutional, parks and open spaces, industrial, light manufacturing, research and specialized manufacturing. These plans include recommendations on the provision of transportation facilities and services, including streets, pedestrian-ways, bikeways and transit service. These plans also include development staging recommendations, including the provision of urban services and implementation recommendations. The neighborhood development plans include recommendations for the extension of urban services and public improvements to serve development within the area covered by this Cooperative Plan. These plans include a description of the relationship between land uses and linkages between land uses. The plans also include a description of historic and archeological sites, to the extent that they have been identified. Attached is a land use plan map for the Cooperative Plan Area as taken from Madison's Comprehensive Plan and the plans of the Village of DeForest and City of Sun Prairie (see **Exhibit 7**).

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

The Cooperative Plan is consistent and compatible with existing local, County, State and Federal plans, ordinances, codes and statutes. The Cooperative Plan was developed in recognition of the multiple jurisdictions with an interest in the planning area. The plan recognizes the presence of local districts, including the Madison Metropolitan Sewerage District,

the multiple utilities serving the area, the DeForest School District, the Sun Prairie District, the Madison Metropolitan School District, location of major employment centers, and shopping, recreational and cultural centers serving the area. The Cooperative Plan recognizes those areas of the Town which will be developed in Madison at urban densities and in conformance with the City's urban development standards, and also recognizes that some additional single-family homes at Town standards and Town densities will be permitted and that some residential and non-residential infill development may be occurring in the protected areas. The Plan will allow both units of government to move forward with confidence in planning for the delivery of services to their respective areas so that there will not be a competition between units of government, property owners and developers.

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

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

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

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

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

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

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

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

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

D. Resolutions Adopting the Cooperative Plan and Authorizing Submittal of Plan to the State. The Resolutions of Burke, DeForest, Madison and Sun Prairie that adopt the final version of the Plan and authorize it to be submitted to the State of Wisconsin Department of Administration for approval are a separate attachment for submittal to the State DOA.

SECTION 20
BINDING EFFECT OF COOPERATIVE PLAN

This Cooperative Plan shall bind, and accrue to the benefit of, all successors of the Parties. Except as to the rights of owners of land currently in the Town as expressly set forth herein, this Cooperative Plan is for the exclusive benefit of the Parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy or claim to any other person or entity.

SECTION 21
ENFORCEMENT

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

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

B. Limitation on Commencement of Civil Action. Subsection 21.A. of this Cooperative Plan shall be the exclusive method of resolving the issues specified under this Plan and both the Parties waive their rights under Sec. 893.80, Wis. Stats., and their rights to seek remedies in court as to such issues except that the prohibition on court actions shall not apply to:

- (1) Actions to enforce arbitration award under paragraph 21.A.;
- (2) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution process;
- (3) Disputes involving a necessary third party who refuses to consent to arbitration as provided above; or
- (4) Actions to enforce the adoption of the Final Attachment Ordinance pursuant to paragraph 21 A of this Plan.

SECTION 22 NO CHALLENGES TO THIS COOPERATIVE PLAN; REMEDIES

A. Challenge to Cooperative Plan.

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

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

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

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

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

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

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

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

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

SECTION 23 AMENDMENT

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

SECTION 24 GOOD FAITH AND FAIR DEALING

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

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

**SECTION 25
INVALID OR INEFFECTIVE ORDINANCE**

In the event that any Ordinance, including but not limited to Attachment and Zoning Ordinances, which Parties are required or entitled to enact and/or enforce by this Cooperative Plan is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the affected Parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The Parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, they shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan. In the event they are not able to reach agreement in such situation, any Party may, by thirty (30) days written notice to the other affected Party or Parties, require the dispute to be resolved as provided in Section 21 of this Plan.

**SECTION 26
IMPLEMENTATION**

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

**SECTION 27
MISCELLANEOUS INTERPRETATION**

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

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

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

D. Interpretation. If any term, section or other portion of this Cooperative Plan is reviewed by an administrative agency, court, mediator, arbitrator or other judicial or *quasi-judicial* entity, such entity shall treat this Plan as having been jointly drafted by all Parties. By the terms of this Plan, no municipal Party shall benefit from not having drafted this document.

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

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

SECTION 28 NON-DISCRIMINATION

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

SECTION 29 NOTICES

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

Each notice to Burke shall be addressed as follows:

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

Each notice to DeForest shall be addressed as follows:

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

Each notice to Madison shall be addressed as follows:

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

Each notice to Sun Prairie shall be addressed as follows:

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

Each municipality may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Cooperative Plan, by written notice to the

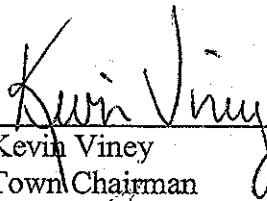
other Parties pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

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

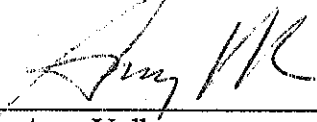
Town of Burke, Village of DeForest,
City of Sun Prairie and City of Madison
Cooperative Plan

Town of Burke
A Wisconsin Municipal Corporation

Date: 1-17-07

By: 
Kevin Viney
Town Chairman

Date: 1-17-07

By: 
Amy Volkmann
Town Clerk/Treasurer

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

VILLAGE OF DEFOREST
a Wisconsin Municipal Corporation

Date: 1.17.2007


By:



Jeffrey N. Miller
Village President

Date: 1.17.07

By:

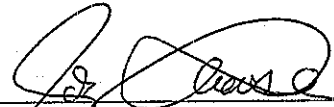


LuAnn Leggett
Village Clerk

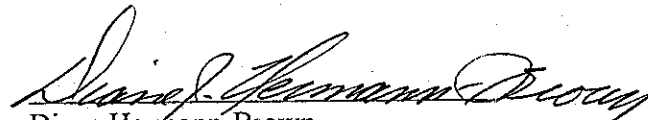
Town of Burke, Village of DeForest,
City of Sun Prairie and City of Madison
Cooperative Plan

CITY OF SUN PRAIRIE
a Wisconsin Municipal Corporation

Date: 1/23/07

By: 
Joe Chase, Mayor

Date: 1-19-07

By: 
Diane Hermann-Brown
City Clerk

Resolution # - 07/12

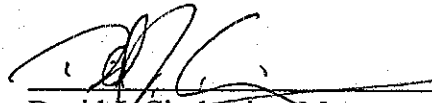
File # - ~~10,300~~ 10,320

Approved - 1-16-07

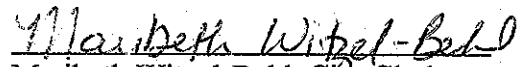
Town of Burke, Village of DeForest,
City of SunPrairie and City of Madison
Cooperative Plan

CITY OF MADISON
a Wisconsin Municipal Corporation

Date: 1-17-07

By: 
David J. Cieslewicz, Mayor

Date: 1-17-2007

By: 
Maribeth Witzel-Behl, City Clerk