

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

**Dated: September 29, 2003**

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

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

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

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

and,

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

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

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

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

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

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

and,

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

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

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

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

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

#### **WITNESSETH**

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

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

## **SECTION 1 PARTICIPATING MUNICIPALITIES**

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

## **SECTION 2 CONTACT PERSON**

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

## **SECTION 3 TERRITORY SUBJECT TO THE COOPERATIVE PLAN**

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

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

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

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

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

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

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

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

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

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

#### **4.03 Establish Mechanism for Joint Planning.**

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

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

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

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

**4.05 Orderly Urban Growth.**

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

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

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

**SECTION 5  
BOUNDARY ADJUSTMENT AREA OF TOWN**

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

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

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

## **SECTION 6 DEFINITIONS**

For the purposes of this Comprehensive Plan:

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

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

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

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

The neighborhood development plans covering the boundary adjustment area include:

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

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

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

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

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

## **SECTION 8 TERM OF THE PLAN AND BOUNDARY ADJUSTMENT PERIOD**

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

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

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

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

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

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

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

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

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

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

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

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

### **11.02 Final Attachment.**

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

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

## **SECTION 12 PROCEDURE FOR ATTACHMENT**

### **12.01 Procedure for Intermediate Attachments.**

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

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

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

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

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

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

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

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

**12.03 Attachments Shall Include Public Right-of-Way.**

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

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

**SECTION 13**  
**LOCAL ORDINANCES AFFECTING BOUNDARY ADJUSTMENT AREA**

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

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

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

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

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

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

- (a) Except as otherwise provided in paragraphs (b) and (c) of this subsection, the City shall exercise no extraterritorial jurisdiction West of the Boundary Line for zoning, subdivision, official mapping or otherwise.
- (b) The City may exercise extraterritorial jurisdiction over territory not owned by the Town in the SW ¼ of the SE ¼ of section 17.
- (c) The City may exercise its official map authority and extraterritorial subdivision jurisdiction for purposes of establishing a highway connection between Pioneer Road

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

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

#### **13.04 Transition Area Development Standards.**

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 15 STORM WATER MANAGEMENT AND CONTROL**

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

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

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

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

## **SECTION 16 ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN**

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

### **Air Quality Impacts**

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

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

## **Water Quality Impacts**

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

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

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

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

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

## **Energy Use**

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

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

## **Environmentally Sensitive Lands**

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

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

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

## **SECTION 17 HOUSING NEEDS**

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 18 TAXES AND REVENUE SHARING UPON ATTACHMENT**

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

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

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

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

## **SECTION 19 COMPREHENSIVE/MASTER PLANNING**

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

### **A. Town Plans.**

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

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

### **B. City Plans.**

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

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

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

C. Regional Plans.

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

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

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

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

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

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

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

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

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

- A. Initial Authorizing Resolutions.** The Resolutions of the Town and City that authorize participation in the preparation of this Cooperative Plan are attached as **Exhibit 8**.
  
- B. Affidavits of mailing.** The Affidavits of the Town and City attesting to the mailing of the authorizing resolutions as required pursuant to Sec. 66.0307(4)(a), Wisconsin Statutes, are attached as **Exhibit 9**.

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

## **SECTION 21 BINDING EFFECT OF COOPERATIVE PLAN**

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

## **SECTION 22 ENFORCEMENT**

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

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

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

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

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

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

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

## **SECTION 23 NO CHALLENGES TO THIS COOPERATIVE PLAN; REMEDIES**

### **23.01 Challenge to Cooperative Plan.**

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

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

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

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

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

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

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

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

## **SECTION 24 AMENDMENT**

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

## **SECTION 25 GOOD FAITH AND FAIR DEALING**

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

## **SECTION 26 INVALID OR INEFFECTIVE ORDINANCE**

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

## **SECTION 27 IMPLEMENTATION**

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

## **SECTION 28 MISCELLANEOUS INTERPRETATION**

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

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

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

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

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

## **SECTION 29 NON-DISCRIMINATION**

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

**SECTION 30  
NOTICES**

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

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

THE CITY OF MADISON  
a Wisconsin Municipal Corporation

By: \_\_\_\_\_  
David J. Cieslewicz, Mayor

By: \_\_\_\_\_  
Ray Fisher  
City Clerk

**AUTHENTICATION**

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

\_\_\_\_\_  
James M. Voss  
Member State Bar of Wisconsin

TOWN OF MIDDLETON  
a Wisconsin Municipality

By: \_\_\_\_\_  
Milo Breunig, Town Chairperson

By: \_\_\_\_\_  
Jim Mueller, Town  
Administrator/Clerk

STATE OF WISCONSIN    )  
  ) SS.  
COUNTY OF DANE        )

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

\_\_\_\_\_  
Notary Public, Dane County, Wisconsin  
My Commission: \_\_\_\_\_

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