

**CITY OF SUN PRAIRIE AND TOWN OF SUN PRAIRIE
COOPERATIVE PLAN**

UNDER SECTION 66.0307, WISCONSIN STATUTES

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CITY OF SUN PRAIRIE AND TOWN OF SUN PRAIRIE

COOPERATIVE PLAN

SECTION 66.0307, WISCONSIN STATUTES

The **CITY OF SUN PRAIRIE**, a Wisconsin municipal corporation with offices at 300 East Main Street, Sun Prairie, Wisconsin 53590 (hereinafter "**City**"), and the **TOWN OF SUN PRAIRIE**, a Wisconsin municipality with offices at 5556 Twin Lane Road, Marshall, WI 53559 (hereinafter "**Town**"), enter into this Cooperative Plan, hereinafter "Plan", under authority of section 66.0307, Wisconsin Statutes.

WHEREAS section 66.0307, Wisconsin Statutes, authorizes municipalities to jointly exercise powers delegated to them and, thereby, to make certain agreements concerning the boundary lines between themselves; and,

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

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

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

(c) That required boundary line change under paragraph (a) or an optional boundary line change under paragraph (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 life of Plan, except as negotiated and approved by both.

(e) That infrastructure investments will be made within specified boundaries on the agreed-upon timeline and will not be made preemptively.

(f) That payments from revenue gained from the development of newly annexed land will be made to the Town to temporarily offset the loss of Town tax base.

(g) That the City will not attempt to prevent rural development through the exercise of extraterritorial plat review jurisdiction in designated areas of the township, thereby allowing the Town to offset tax base lost to annexation.

(h) That the City commit to seek infill redevelopment and growth area development at densities that meet growth demand efficiently and help to slow the pace of outward, farmland-consuming growth; and,

WHEREAS the City and Town share a common border and land use change is anticipated areas along that border, and the City and Town desire to create a cooperative plan to manage this change, including but not limited to the following:

1 The City and Town have joint concerns regarding their border and transition areas, including consideration of
2 the possibility of disagreement over annexations from the Town to the City.

3 The City's long-term growth and development plans envision continued southward and eastward development
4 in a logical, compact, and well-planned fashion.

5 The Town desires to protect its infrastructure assets, and the integrity of agriculture and other rural enterprises
6 from land use conflicts.

7 The City desires that all non-agricultural development, except limited rural housing, shall occur in the City,
8 served by all City municipal services and in compliance with all applicable City development standards.

9 The City and the Town desire, during the term of this Plan, to prevent new development of the lands within the
10 planning area covered by this Plan which lie outside the identified development areas, with exceptions for
11 limited rural housing development, and to assure that all development which may ultimately become part of the
12 City occur in a manner which is compatible with City development standards.

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

15 The City desires to assist the Town in preserving agricultural lands, environmental corridors, and regional
16 infrastructure by assisting the Town in ensuring predictable and sufficient local revenues to maintain adequate
17 services through tools enabled by this Plan.

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

20 **WHEREAS** the City and Town desire to enter into an agreement for the purposes of guiding long-term land use
21 change, guide the City's extraterritorial land subdivision review, official mapping and annexation, assuring
22 orderly and predictable growth and development to City standards with the full range of municipal services,
23 protecting property owners from annexations against their will, facilitating annexation of other lands at the will
24 of the owners without threat of lawsuits, protecting agricultural areas from fragmentation; and,

25 **WHEREAS** this Plan between the City and Town is intended to guide and accomplish a coordinated, well-planned
26 and harmonious development of the territory covered by the Plan; and,

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

28 **WITNESSETH:**

29 The City of Sun Prairie and Town of Sun Prairie enter into this Plan under authority of section 66.0307, Wisconsin
30 Statutes, as set forth below:

31

SECTION 1—PARTICIPATING MUNICIPALITIES

This Plan applies to the City of Sun Prairie and Town of Sun Prairie, located in Dane County, in south central Wisconsin, which respective boundaries are shown on **Map A**.

SECTION 2—COMMUNICATION

2.01—Authorized Representatives

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

For the City of Sun Prairie:

Aaron Oppenheimer, City Administrator
Sun Prairie City Hall
300 East Main Street
Sun Prairie, Wisconsin 53590
608-837-1193
aoppenheimer@cityofsunprairie.com

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For the Town of Sun Prairie:

Rhonda Wiedenbeck, Town Clerk
Town Hall
5556 Twin Lane Road
Marshall, WI 53559
608-837-6688
clerk@townofsunprairie.info

The authorized representative may designate specific municipal staff to perform specific functions as may be required by or in the spirit of this Plan.

2.02—Meetings, Consultation, and Plan Review

The Town and City agree to meet at least annually (January/February suggested) to review the function of this Plan and discuss issues of common interest, including those described herein and others that may arise. Each party also agrees to contact and consult with the other whenever an issue arises or action is considered that may affect the other party, in particular those issues related to land use or public infrastructure near the shared boundary. Each party will make a good-faith effort to respond to contacts and facilitate scheduling of meetings.

2.03—Notice

The Town and City agree to provide notification to the other regarding any proposed activity contemplated by this Plan within the Extraterritorial Jurisdiction of the City, unless otherwise specifically provided for in this Plan. The parties agree to provide copies of Plan Commission agenda and packet materials to the representative of the other consistent with the distribution timing to that commission.

For the purposes of this Plan, a “notice” refers to an email or letter describing the proposed action(s) to be taken within areas subject to this Plan or adjacent to those areas. Actions requiring notification include:

- (a) Neighborhood, comprehensive, or other long-range planning processes
- (b) Annexation and attachment petitions
- (c) Rezoning petitions
- (d) Conditional Use Permit application
- (e) Land Division application

All notices required by this Plan shall be in writing. Each notice shall specifically refer to this 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 to the Clerk and the Plan Commission Chair/Planning Department 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). Notices shall be addressed to the persons or their successors listed in Section 2.04.

2.04—Authorized Representatives

Each municipality may change its addresses for the purposes of this Plan by written notice to the other pursuant to this paragraph. Each notice shall be effective upon delivery in person, mailing, or electronic mail upon actual receipt without regard to the method of transmission, whichever occurs first.

2.05—Communications to Residents

The Town and City agree to make reasonable efforts to inform residents and property owners about this Plan, especially those with property that may be affected by it in some way. This should include making this Plan publicly accessible on each party's website while it is in force.

The parties acknowledge and support "Right to Farm" provisions of Wisconsin Statutes. It is intended that, wherever practical, applicable staff will reinforce such provisions in communications with residents as part of any response to complaints about agricultural practices.

SECTION 3—TERRITORY SUBJECT TO THE PLAN

The terms of this Plan discuss all land within the Town of Sun Prairie. However, City of Sun Prairie authority is limited to their Extraterritorial Jurisdiction which extends three (3.0) miles beyond the City's corporate limit. The territory subject to this Plan is subdivided into Planning Areas as detailed in **Section 7 – Delineation of Planning Areas and Land Use**.

SECTION 4—CONSISTENCY WITH CURRENT LAWS, ORDINANCES, REGULATIONS, AND RULES

4.01—Updates to Existing Comprehensive Plans

Certain lands referenced by this Plan are included in the adopted City Comprehensive Plan (2019) and Town Comprehensive Plan (2024). This Plan is intended to serve as an instrument to implement provisions of each Plan. Each party's expectation is that updates to these plans will happen, updates need to be discussed among the parties prior to their adoption, and that the terms of this Plan take precedent over any non-conforming amendments.

- (a) The parties agree to amend their respective Comprehensive Plans to be consistent with the terms of this Plan. The formulation and preparation of such amended Comprehensive Plans shall be pursuant to the procedures herein.
- (b) Within the Urban Development Area, consistent with Section 2.03, the City agrees to notify the Town and residents of that area before action on any detailed City neighborhood development plans or similar policies affecting the subject area.
- (c) The City and Town agree that the other party shall be notified in writing upon undertaking subsequent updates to their comprehensive plan affecting lands within the areas identified in Section 7 – Delineation of Planning Areas and Land Use or Section 8 Extraterritorial Jurisdiction. The

opposite party shall be kept reasonably appraised and included in the planning process to ensure consistency with the terms of this Plan.

4.02—Comprehensive Plan Consistency

This Plan is consistent with the spirit and intent of both existing City of Sun Prairie and Town of Sun Prairie comprehensive plans through its promotion of multi-party decision making; its emphasis on compact growth and responsible conversion of farmland to urban uses; and its commitment to mutual stewardship and protection of natural resources. Furthermore, the Plan fulfills both communities' desire for predictable long-range planning as articulated in each of their comprehensive plans.

4.03—Parcel Zoning and Conformance

This Plan does not, in and of itself, determine the zoning or non-conforming status of any parcel. No provision of this Plan shall change the use or legal status of land uses existing at the time this Plan is established.

4.04—Shoreland Zoning Ordinances

Lands delineated by this Plan and the navigable waterways contained therein are subject to Ch. 30 of Wisconsin State Statutes. The calculations presented in **Section 4.05** below and assumptions about the developability of the lands delineated in this Plan have been evaluated for compliance with State Statute, the Dane County shoreland zoning ordinance, the City of Sun Prairie's zoning ordinance, and the Town of Sun Prairie's zoning ordinance.

4.05—Quantity and Shape of Land Affected by this Plan

The growth area illustrated on Map A in this Plan reflects orderly urban expansion contiguous to the City's existing corporate boundary along parcel boundaries and major roadways. Similarly, the City's boundary is extended evenly along the length of its interface with the Town of Sun Prairie. The future boundary does not create new town islands or create difficult to serve locations resulting from major elevation changes or indirect routing of utilities.

The City of Sun Prairie's projected 20-year population growth translates to an estimated 10,000 new homes. One third (potentially more) of those homes are estimated to be accommodated through infill or redevelopment within the city's existing corporate boundary. The lands contained in the Urban Development Area subject to this Plan is approximately 1,300 acres and would satisfy approximately one third of projected City housing demand and the commensurate non-residential land uses based on existing projected utilization. Approximately 1,000 acres of the Urban Development Area defined in this Plan are developable. The remaining 300 acres are subject to protection under conditions of NR 121 and applicable zoning ordinances or recommended for protection by staff of the Capital Area Regional Planning Commission (CARPC) due to other critical natural features.

4.06—Compatibility of the Proposed Boundary with Natural Features

City and Town representatives consulted the work of professional planners and stormwater engineers from CARPC in the formulation of this Plan. CARPC staff are tasked with advising the Wisconsin Department of Natural Resources (DNR) on the water quality impacts of urban expansion through the provision of stormwater and sanitary sewer service. Mapping efforts by CARPC delineate those areas likely to be subject to protection under NR 121 due to the existence of perennial water bodies, intermittent streams and drainageways, 100-year floodplains and floodways, riparian steep slopes, stormwater management facilities, parks and conservation

areas, archaeological and historical sites, and other sensitive or endangered habitat as defined by the DNR. In addition, CARPC staff have mapped those areas recommended for voluntary protection due to the presence of potentially restorable wetlands, 500-year floodplains, and worthy of consideration based on other environmentally sensitive resources. Both categories of features are noted in the land area calculations outlined in **Section 4.05**.

The following maps are enclosed as nonregulatory planning aids that are utilized in the creation and communication of this Plan:

- (a) Map C “Environmental Areas”
- (b) Map D “Prime Farmland”
- (c) Map E “Soil Class”
- (d) Map F “Water Resources”

SECTION 5—DEFINITIONS

For the purposes of this Plan:

“Agricultural Development,” refers to the establishment or expansion of uses integral to operating an agricultural enterprise. That involves cultivating plants or keeping of animals for food or fiber production, including on-site production, processing, and storage of these products or of necessary inputs. These uses include residential structures for on-site occupancy of the owners, operators, or labor associated with the enterprise.

“Develop” or “development”, are used generically in this Plan and given specific policy meaning by additional language within each section in which they are used.

“Land Division” refers to the creation of new tax or survey parcels by any form of plat, certified survey map, or condominium instrument.

SECTION 6—ISSUES AND OPPORTUNITIES

The City and the Town adopt this Plan to address the following issues and opportunities:

6.01—Response to Rapid Growth

Dane County has shown consistent growth over the past few decades, recently accelerating to experience the fastest county growth rate in Wisconsin and among the fastest in the United States. These new residents are coming to every community in the Madison metropolitan area. Proactive and informed planning and decision-making are needed to improve predictability for everyone affected by community and regional change so that society can maximize the benefits and minimize the negative impacts associated with new development.

6.02—Maintaining Positive Relationships

The Town of Sun Prairie and City of Sun Prairie have enjoyed a good relationship with multiple agreements on shared needs. These two municipalities share at least parts of a school district and a fire and EMS district. They share a common business and social community and desire to maintain and build those ties. The Town and the City believe that adopting this Plan will reduce conflict related to urban growth and development and sustain the positive relationship they enjoy.

6.03—Establishing a Mechanism for Joint Planning

This Plan allows the Town and the City to jointly plan for future development and for preservation of agriculture and environmental corridors within the areas which are subject to this Plan. This Plan also provides for joint planning and cooperation in the management of infrastructure and water resources.

6.04—Efficient Use of Land and Infrastructure

Land is a finite resource and converting land from natural uses presents a range of negative impacts and trade-offs in the overall environment, society, and economy. A basic principle of this Plan is that the City and Town interests are aligned in limiting land use change from agricultural uses and natural conditions to developed uses, and when those changes are necessitated by overall growth in the region that these changes are orderly and managed to limit undesirable effects. Ensuring that new development is rationally arranged, compactly designed, and efficiently served by urban services are shared goals of each party.

6.05—Protection of Natural Resources

The region features premier land, water, air, biological, and other natural resources. The areas affected by development and land use decisions include but are not limited to the Koshkonong Creek and its tributaries, Patrick Marsh (Ho-Chunk: Ega Hocak Hominal Ni), valuable wetlands, prime agricultural soils, and other environmental corridors. These assets are irreplaceable resources and key components of the quality of life enjoyed by residents of the region, of ecological communities, and in resilience to and mitigation of climate change. In planning to respond to growth, it is vital to ensure that growth does not degrade these vital assets.

6.06—Promotion of Farmland and Natural Resource Preservation

The Town and the City agree that the farmland located in the Town is an irreplaceable resource which provides food and fiber for basic maintenance of the economy. The Town and City likewise agree that the maximum extent of prime farmland should be preserved without placing the City in a fixed-boundary situation. The Town and the City expressly intend to use this Plan to prevent annexation and development pressure from leading to excessive and unnecessary conversion of farmland to other uses.

6.07—Fiscal Sustainability

Revenue limits, lack of statewide revenue sharing, and other conditions imposed by the State of Wisconsin place significant constraints on local governments to maintain local infrastructure and services. The Town and the City seek an agreement that enables both parties to plan and budget for costs such as infrastructure improvements or revenue changes due to annexation. This Plan provides two mechanisms to support the sustainability of the Town's budget: revenue sharing and allowances for limited new housing development in the Town to offset losses due to annexation.

6.08—Property Rights and Predictability

Land use planning and intergovernmental agreements such as this provide predictability to current and future property owners, enhancing their ability to make decisions about investment, use, and maintenance of their land. The parties affirm in this Plan that all rights, decisions, and discretion not otherwise affected by this Plan or local plans are retained by property owners.

SECTION 7— DELINEATION OF PLANNING AREAS AND LAND USE

This Plan defines several areas of the Town which shall be subject to various patterns of development or conditions of preservation over the term of this Plan, subject to possible future modification in accordance with this Plan. The City agrees to conditions and restraint in its ability to exercise its regulatory powers afforded by Wisconsin statutes to regulate land and land divisions as herein described.

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

7.01—Urban Development Area

The Urban Development Area (hereinafter “UDA”) is the growth area of the City in the Town for the term of this Plan. This area shall be regulated by the Town in a fashion which will avoid conflicts with future urban development. Specific standards imposed under this Plan are:

- (a) The Town shall review Development Proposals consistent with the policies of the Exclusive Agriculture zoning district (EA), Section 1.0312, Town of Sun Prairie Code of Ordinances, and with **Map A** to this Plan. The Town concludes that because full urban development of the UDA may occur within the term of this Plan, there is no need for construction of additional farm residences in the UDA. Therefore, the Town agrees not to approve farm plans or other approvals which would authorize construction of additional residences in the UDA.
- (b) The Town agrees not to approve land divisions or subdivisions, or construction of new residences served by private onsite wastewater treatment systems (POWTS) in the UDA unless the same has been approved by the City under **Section 18.02 – City Approval** of this Plan.
- (c) The Town agrees not to approve commercial development in the UDA unless the same has been approved by the City under **18.04—Required Consultation of Parties** of this Plan.
- (d) As the City contemplates development of portions or all the UDA, the City agrees to consult with the Town under **2.02—Meetings, Consultation, and Plan Review** of this Plan concerning said plans. The purpose of said consultations will be to assure that the Town and its residents are aware of the City’s planning and development efforts such that coordination regarding land uses, infrastructure, and services may occur.
- (e) The Town and City contemplate that the growth planned for the UDA will be in compact neighborhoods with diverse housing types and may incorporate commercial and other uses and served by City utilities. This pattern of development allows for efficient infrastructure and use of land that reduces loss of farmland and other rural land uses and is consistent with the goals and objectives found in the respective Comprehensive Plans.
- (f) The Town agrees to create no new conservation easements within the UDA unless the same has been approved by the City under **18.04—Required Consultation of Parties** for the preservation of sensitive environmental areas, e.g. environmental corridors.
- (g) Development of this territory shall be done in a manner to connect new local roads to Bailey Road, Deer Creek Run, and Parkview Road, and the arrangement of infrastructure shall encourage the efficient and rational ease of wayfinding through the new development.
- (h) Heavy construction vehicles shall not use Parkview Road and Deer Creek Run during development, per Section 10.02.

7.02—Rural Development Area

The Rural Development Area (hereinafter “RDA”) is the primary growth area of the Town for the term of this Plan. This area shall be regulated by the Town in a fashion which will avoid conflicts with future rural development, and generally advance the shared priorities of this Plan as follows:

- (a) The City agrees not to annex or exercise extraterritorial authority of lands in the RDA without the express written permission of the Town.
- (b) The Town agrees to prioritize conservation subdivision and similar rural design arrangements that limit the conversion of farmland, preserve natural areas, ensure continuity of environmental corridors, and make more efficient use of public and private infrastructure, consistent with the Town’s Comprehensive Plan.

7.03—Highway N Corridor Joint Planning Area

With increasing development in the City, the Village of Cottage Grove to the south, City of Madison to the west, and rural subdivisions in the area, the parties expect increased traffic and development interests along the County Highway N Corridor. County Highway N serves as a regional arterial corridor connecting the City with U.S. Highway 94 and is an important transportation facility for residents and businesses in the area.

This corridor is of special interest to the parties to guide and control the orderly development for mutual and regional interest. The parties agree that the intersection of County Highway N and County Highway T is likely and desirous to become a node of increased development interest due to the intersection of regional routes.

It is the intention of the parties that they undertake a separate planning process aimed at developing a corridor plan for the County Highway N Corridor Joint Planning Area which will address the appropriate mix of uses for the corridor, strategies to preserve farmland and agricultural enterprises, and identify the kinds of uses and locations which might be developed appropriately in the Town. Other entities with interest in this corridor, including the Village of Cottage Grove, regarding development south of CTH T, and Dane County, regarding access management and improvements to CTH N, will be invited to participate in planning for this corridor.

The parties set a goal of having such a plan finalized within 36 months of the effective date of this Plan. The failure of the parties to undertake or agree upon a corridor plan shall not invalidate this Plan or any part thereof. Until and unless a corridor plan is adopted, lands within the corridor area shown on **Map A** shall be administered identical to lands in the Town not contained within the UDA or RDA.

SECTION 8— EXTRATERRITORIAL AUTHORITY OF THE CITY

The City has been granted certain authority to adopt zoning ordinances applying to lands within three miles of its corporate limits by sec. 62.23 (7a), Wis. Stats. The City may engage in comprehensive planning, official mapping, or other land use planning within that area. Further, the City has the power to review proposed land divisions within that three-mile area by sec. 236.02(5) and 236.10 (1)(b), Wis. Stats.

The extraterritorial jurisdiction of the City is depicted on the attached **Map A** and shall automatically adjust as provided by Statute, unless determined by an agreement with other municipalities.

The parties acknowledge that this Plan does not curtail the rights of other adjacent jurisdictions to exercise extraterritorial rights or processes.

8.01—City Exercise of Extraterritorial Authority

To further the cooperative purposes and agreements of this Plan and to provide for orderly and efficient development of land, the City shall exercise its extraterritorial authority over all applicable areas of the Town, except for the Rural Development Area as defined in **Section 7.02** of this Plan. All land divisions shall require joint approval consistent with **Section 18.04 Required Consultation of Parties**.

Consistent with **Section 2.03**, the Town agrees that it shall, before giving preliminary approval to any land division in the City extraterritorial jurisdiction, require the applicant to submit the proposed document and all pertinent information for review by the City's zoning administrator to receive the City staff's comments and, as applicable, approval through the applicable process provided by City ordinance.

8.02—Planning Cooperation within the Extraterritorial Jurisdiction

Portions of the Town lie within the extraterritorial jurisdiction of the City but outside of the planning areas identified in **Section 7 – Delineation of Planning Areas and Land Use**. For these areas, the following restrictions and limitations shall apply:

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

(b) The City shall follow the land uses identified in the Town's Comprehensive Plan and shall not object to land divisions or rezonings adopted by the Town which are consistent with the Town's Comprehensive Plan and this Cooperative Plan.

SECTION 9— ATTACHMENTS AND ANNEXATIONS

9.01—Annexations and Attachments General

- (a) The Town agrees that it shall not contest annexations or attachments that are consistent with this Plan.
- (b) The City agrees that it shall not independently initiate attachments of territory from the Town ahead of the agreed upon timeline except for attachment of City-owned properties.
- (c) Right-of-way jurisdiction may change as a result of boundary changes, guided by policy in this Plan, however such change shall not be used as a mechanism to artificially cause or prevent the creation of a town island. If a straight, 90-degree line can be drawn across a right-of-way that connects to another town parcel, an island has not been created.

9.02—Town Islands

- (a) City and Town agree that parcels in the Urban Development Area may become town islands as a result of annexations and attachments. City and Town further agree that any such town islands shall be attached to the City twenty (20) years from the date that they became islands.
- (b) Town islands existing at the time of this Plan shall be attached to the City upon the twentieth (20) anniversary from the signing of this Plan.
- (c) Properties subject to (a) or (b) of this subsection may be attached earlier upon the petition of the owner.
- (d) The procedure for the attachment of town islands shall be that in Section 9.03.
- (e) Both parties agree that the provisions in Section 9 shall outlive the term of the Plan.

(f) Notifications

- i. Upon receipt of a petition for an attachment or annexation that may result in the creation of a town island, the City shall provide notice to all owners of property within that island area not less than 14 days prior to action on the petition by the City Council.
- ii. Within 60 days following the creation of a town island, the City shall record an affidavit against each parcel in that island attesting to the existence of this Plan, the creation of the island, and required attachment date as described in this Section.

9.03—Procedure for Attachments

Territory within the Urban Development Area may be Attached from the Town to the City according to the following procedure:

- (a) The petition for attachment must be made in writing and must state the property owner's name, mailing address, parcel number(s), legal description of the property proposed to be attached, a scale map showing the location of the property to be attached and surrounding properties, and be signed by all of the owners of all the land, exclusive of Town roads abutting such land. The petition shall be filed with both the Town and City Clerks' offices. Not sooner than thirty days after said filing of a complete petition, the City may, without further review and approval of the Town, adopt an Attachment Ordinance by a simple majority of the elected members the Common Council, attaching the territory. Town territory included in an Attachment will be attached to the City, effective at 12:01 a.m., on the next Monday after adoption of the respective Attachment Ordinance, unless a different date is specified therein.
- (b) Following adoption of each 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), Wis Stats. 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 Department of Administration 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, other than Town roads adjacent to private property subject to an Attachment, shall be attached to the City as an Attachment without the written consent of the owner(s). Where a petition for attachment involves residential property occupied by electors other than the owner(s), only the owner(s) have the right to consent to and petition for the attachment. Approval of resident electors shall not be required.

9.04—Land Use Identification

- (a) Legal land uses on lands annexed or attached into the City shall be assigned the closest compatible zoning district conforming with the City of Sun Prairie Comprehensive Plan.
- (b) Existing uses on lands annexed or attached to the City shall be treated as legal non-conforming uses if not in conformance with the zoning applied at the time of attachment.
- (c) Where property with existing structures is annexed or attached to the City and has access to City sewer and/or water service, City ordinances requiring connection to these utilities shall apply.

SECTION 10—INFRASTRUCTURE AND PROVISION OF MUNICIPAL SERVICES

10.01—Annexation and Maintenance of Roads

If an annexation or attachment occurs with adjacent road rights-of-way in Town jurisdiction, said annexation or attachment shall include the entire width of the adjacent rights-of-way, unless both City and Town agree to an alternative arrangement. If the affected rights-of-way are still in private ownership, this provision shall not apply automatically but the parties may negotiate a resolution in cooperation with the affected landowner. If the annexation or attachment would create non-contiguous roadway jurisdiction for either the City or the Town, the City and Town shall negotiate for maintenance of such segments to maximize efficiency.

10.02—Construction and Construction Traffic

The Town and City agree to coordinate on the development of land such that construction and other heavy vehicle traffic be directed to Town and City roads with acceptable weight classifications to limit wear or damage on lower weight class facilities, to the maximum extent possible. These standards shall be written into any development agreement or similar instrument executed between the City or Town and a land developer, including a duty to repair or fund the repair of damages caused by construction activity.

10.03 – Joint Implementation of Bicycle and Pedestrian Facilities

The Town and City agree to collaborate on the mapping and implementation of multi-use bicycling and pedestrian facilities, including the following corridors or combinations thereof:

- (a) Town Hall Road, connecting Patrick Marsh to McCarthy Park
- (b) Highway N
- (c) Koshkonong Creek Corridor as defined by contiguous natural resource corridor(s), i.e. environmental corridors mapped by the Capital Area Regional Planning Commission (CARPC).

Each party agrees to incorporate these routes in their Comprehensive Plan. Each party further agrees to allow for implementation of this facility during the review of any development activity, land division, or infrastructure project within or adjacent to that route.

10.04 – Town Hall Road North of Schuster Road

That portion of Town Hall Road north of Schuster Road lying in the Town of Sun Prairie at the time of this Plan shall be attached to the City of Sun Prairie upon the approval of this Plan, exclusive to the right-of-way. No town island is thereby created.

10.05 – Schedule for Deliver of Required Municipal Services

The full complement of municipal services will be provided at the time of development of the areas attached or annexed to the City and subject to this Plan.

10.06 – Bailey Road

The City and Town recognize that Bailey Road is a roadway of mutual concern due to City municipal facilities located along the road, existing and anticipated development along the corridor, and increasing use of the road for local and regional traffic. The City and Town recognize the importance of the Bailey Road crossing of the Koshkonong Creek. The parties agree to collaborate on a future solution to the facility that meets the regional transportation and environmental goals of each. This statement of recognition does not obligate the City for any resources or action. A separate agreement on this matter may be sought.

SECTION 11 – TAXES AND REVENUE SHARING

11.01 – Revenue Sharing for Attachments

Whenever a property in the Urban Development Area is attached to the City from the Town, the City agrees to remit the Town’s revenue generated for Town purposes in the calendar year prior to the attachment, defined as the “base year”, consistent with Wis. Stats. 66.0217(14), for a period of ten years.

11.02 – Revenue Sharing for Town Islands

Whenever a property designated as a “town island” in **Section 9 – Attachments and Annexations** is attached to the city, the City agrees to remit the Town’s revenue generated for Town purposes in the calendar year prior to the attachment, defined as the “base year”, consistent with Wis. Stats. 66.0217(14), for a period of five years.

11.03 – Lump Sum Payments

The parties may agree that the revenue sharing for each attachment occurs as a lump-sum payment within 90 days of the attachment.

11.04 – Administration

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 12—STORMWATER MANAGEMENT

The water resources represented by the basin of the Koshkonong Creek, and the Mauneshia River in the Town and City are of substantial importance to both communities and to the region as a source of groundwater recharge, a recreational and physical asset, City water utility reclamation discharge, surface water management, and ecological value. Protection and effective management of these resources and their contributing environmental corridors are complicated by the fact that the channels and their watershed lie in both jurisdictions, and hence, requires cooperative efforts to ensure effective resources management programming.

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

- (a) Continue to actively coordinate in regional watershed planning activities and projects.
- (b) Work faithfully in coordinating the implementation of recommendations of the Koshkonong Creek Targeted Watershed Assessment (WI DNR EGAD # 3200-2020-05) and any successor reports.
- (c) Incorporate Best Management Practices for storm water management into City ordinances and into the review of development proposals, including but not limited to measures to enhance infiltration and water quality.
- (d) Pursue opportunities to improve water quality and ecosystem functioning through reducing storm water and runoff impacts from existing developed areas and farming operations.
- (e) Require stormwater management plans for all development proposals in this sub-watershed that meet the thresholds in Section 14.06 and Section 14.07 of the Dane County Erosion Control and Stormwater Management Ordinance, including on-site stormwater detention in such plans where appropriate.

- (f) Work with the Capital Area Regional Planning Commission, USGS, the City of Sun Prairie Utilities, and other appropriate entities to identify, officially map, acquire title or development rights, and/or preserve and restore areas that would provide infiltration and water quality benefits in these watersheds.
- (g) Maximize the area of land preserved in environmental corridors along and contributing to the Koshkonong Creek and its tributaries, through land dedication, land acquisition, easements, larger buffer areas, and other appropriate instruments and land management best practices.
- (h) Preserve existing watershed boundaries.

SECTION 13—INTERGOVERNMENTAL COOPERATION

The City and Town recognize that they exist in a regional community, with adjacent and overlying jurisdictions including but not limited to the City of Madison, Village of Cottage Grove, Dane County, and the Sun Prairie Area School District. Productive cooperative discussion with each jurisdiction is welcomed and encouraged.

13.01—Cooperation in Service of this Plan

In recognition of these factors, both parties shall:

- (a) Ensure that any agreement or cooperative plan with another municipal government shall be consistent with this Plan or engage all parties in amending this Plan to the mutual benefit.
- (b) Support Dane County's Farmland Preservation Program, the purchase development rights from willing property owners only if the parties agree that such purchases promote the terms and purposes of this Plan. City and Town agree to oppose purchase of development rights proposals under that program if contrary to the terms of this Plan.
- (c) Recognize that Dane County has certain authority in land use planning and regulation which neither party can control. The parties agree to cooperate with Dane County on these matters to the maximum degree practical. However, each party agrees to oppose actively any decisions or actions by Dane County which are inconsistent with the provisions of this Plan.
- (d) Maintain accurate mapping of the extraterritorial plat review jurisdiction of the City in the Town. The City will make reasonable annual efforts to update the mapping of extraterritorial review jurisdictions in collaboration with the City of Madison and the Village of Cottage Grove, unless those boundaries are predetermined in a multiparty agreement with those jurisdictions.

SECTION 14—LIFE AND MODIFICATION OF THE PLAN

14.01—Length of the Plan

The term of this Plan shall commence upon the date of its approval by the parties and shall terminate at 11:59 p.m. on the twentieth (20th) anniversary of said approval.

14.02—Amendment of the Plan

The procedure for amending this Plan shall be as set forth in Section 66.0307(8) Wisconsin Statutes.

14.03—Renewal of the Plan

The City and the Town agree that they shall, not less than ten (10) years prior to the expiration of this Plan, commence discussions for a successor Plan.

SECTION 15—CHALLENGES TO THE PLAN AND REMEDIES

15.01—City or Town Challenges to the Plan

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 Plan or any of the actions required or contemplated by this 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 Plan or any of the actions required or contemplated by this Plan.

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

15.02—Third Party Challenges to the Plan

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

(a) 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.

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

(c) The cost to defend the Plan shall be shared equally.

15.03—Remedies

In the event of a breach of this Plan,

(a) Either the City or Town may seek specific performance of this 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, including any in-house time incurred by the City or Town legal staff.

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

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

15.04—Mediation

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

SECTION 16—GOOD FAITH AND FAIR DEALINGS

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

SECTION 17—INVALID OR INEFFECTIVE ORDINANCES

In the event that any Ordinance, including but not limited to annexation, attachment, and zoning ordinances, which parties are required or entitled to enact and/or enforce by this 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 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 Plan. If necessary, they shall negotiate appropriate amendments of this Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Plan. In the event they are not able to reach Plan in such situation, either the City or Town may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial mediator, to be mutually selected during such thirty (30) day period, for mediation as provided in **15.04—Mediation** of this Plan.

SECTION 18—IMPLEMENTATION

18.01—Town and City Actions

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

18.02—City Approval

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

18.03—Town Approval

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

18.04—Required Consultation of Parties

Where this Plan requires approval or joint action, such approval or joint action shall be given by action of the City pursuant to **18.02—City Approval** and the Town pursuant to **18.03—Town Approval**.

Where this Plan requires consultation, it shall be interpreted to mean that before a party takes final action on a matter, the party will inform the other party of the contemplated decision and afford the other party reasonable opportunity to comment and discuss that issue, through the process provided in **SECTION 2—COMMUNICATION**.

SECTION 19—MISCELLANEOUS INTERPRETATIONS

19.01—References

Any references in this Plan to any 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 Plan to any statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

19.02—Section Titles

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

19.03—Governing Law

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

19.04—Interpretation

If any term, section or other portion of this Plan is reviewed by a court 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.

19.05—Entire Plan

The entire Plan of the City and Town is contained in this Plan and supersedes all oral representations and negotiations between the municipalities and supersedes all other agreements.

19.06—Counterparts

This Plan may be signed in one or more counterparts, each of which, taken together, shall be deemed the same document. Facsimile and digital signatures constitute the same as an original signature.

SECTION 20—NON-DISCRIMINATION

In the performance of the services under this Plan, the City and Town agree to not 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.

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

4
5 THE CITY OF SUN PRAIRIE
6 a Wisconsin Municipal Corporation
7

8 Date:

9 By: _____

10 Steven C. Stocker, Mayor
11

12 Date:

13 By: _____

14 Elena Hilby, City Clerk
15

16 Personally came before me this ____ day of _____, 2026, Steven C. Stocker, Mayor, and Elena Hilby, City
17 Clerk, of the **CITY OF SUN PRAIRIE, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such
18 Mayor and City Clerk of said municipal corporation, and acknowledged to me that they executed the foregoing
19 instrument as such officers as the Plan of said corporation, by its authority.
20
21
22

23 _____
24 Notary Public, Dane County WI
25 My Commission

TOWN OF SUN PRAIRIE
a Wisconsin Municipality

Date:

By: _____

Lyle Updike, Town Chairperson

Date:

By: _____

Rhonda Wiedenbeck, Town Clerk

Personally came before me this ____ day of _____, 2026, Lyle Updike, Town Chairperson, and Rhonda Wiedenbeck, Town Clerk, of the **TOWN OF SUN PRAIRIE**, Dane, Wisconsin, a Wisconsin municipality, and acknowledged to me that they executed the foregoing instrument as such officers as the Plan of said municipality, by its authority.

Notary Public, Dane County WI

My Commission

This instrument was drafted by:

Jason Valerius AICP, Executive Director, Capital Area Regional Planning Commission

Map A: Jurisdictional and Planning Boundaries

City & Town of
Sun Prairie

2026 Cooperative Plan

Planning Boundaries

CTH-N Joint Planning Area (JPA)

Urban Development Area (UDA)

Rural Development Area (RDA)

Sewer Service Area

City of Sun Prairie

Town of Sun Prairie

Extraterritorial Jurisdiction (ETJ)*

City of Madison

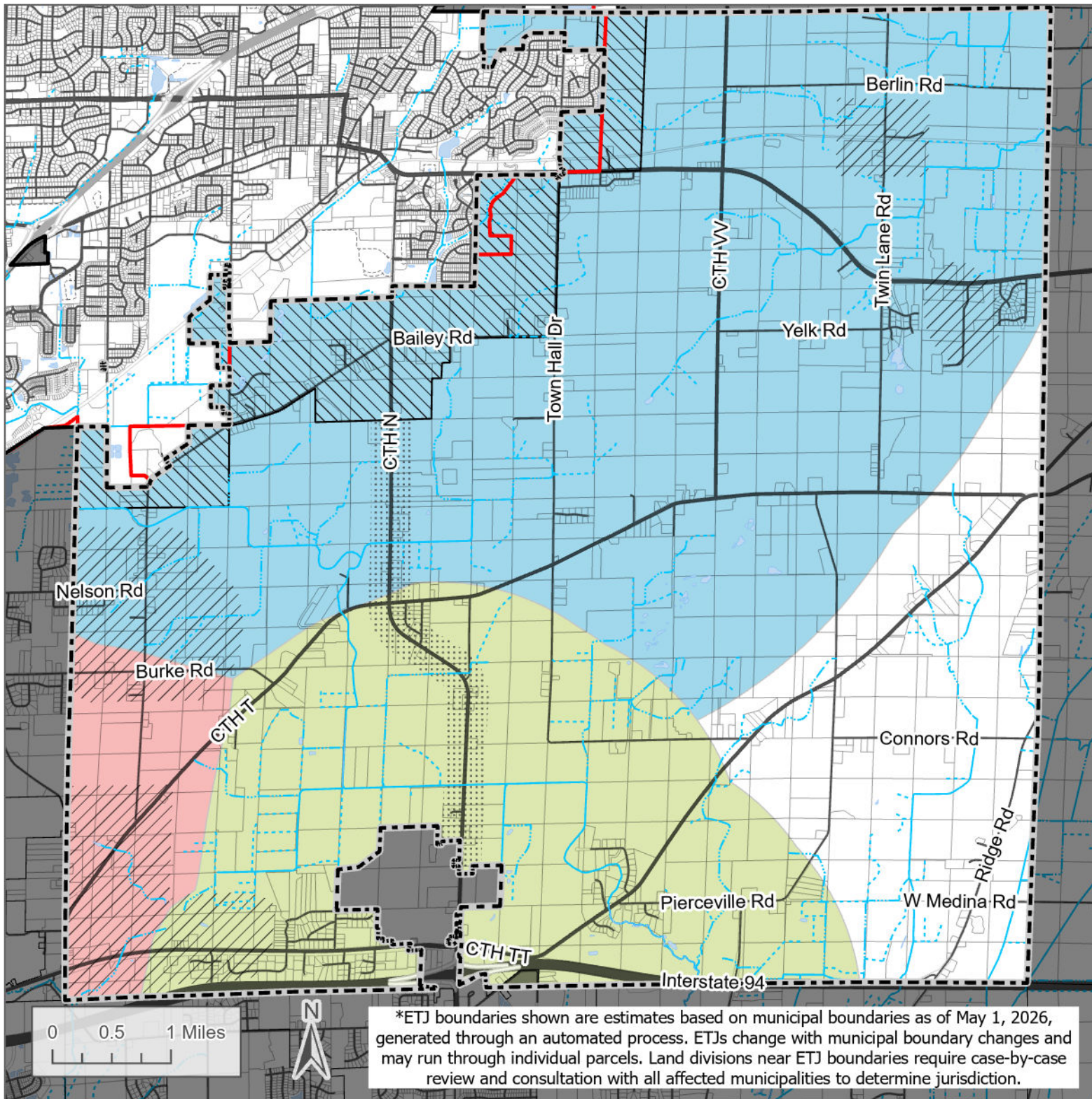
City of Sun Prairie

Village of Cottage Grove

Data sources: Esri, Dane County, CARPC,

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 5/1/2026



*ETJ boundaries shown are estimates based on municipal boundaries as of May 1, 2026, generated through an automated process. ETJs change with municipal boundary changes and may run through individual parcels. Land divisions near ETJ boundaries require case-by-case review and consultation with all affected municipalities to determine jurisdiction.

Map B: Urban Development Area

City & Town of
Sun Prairie

2026 Cooperative Plan

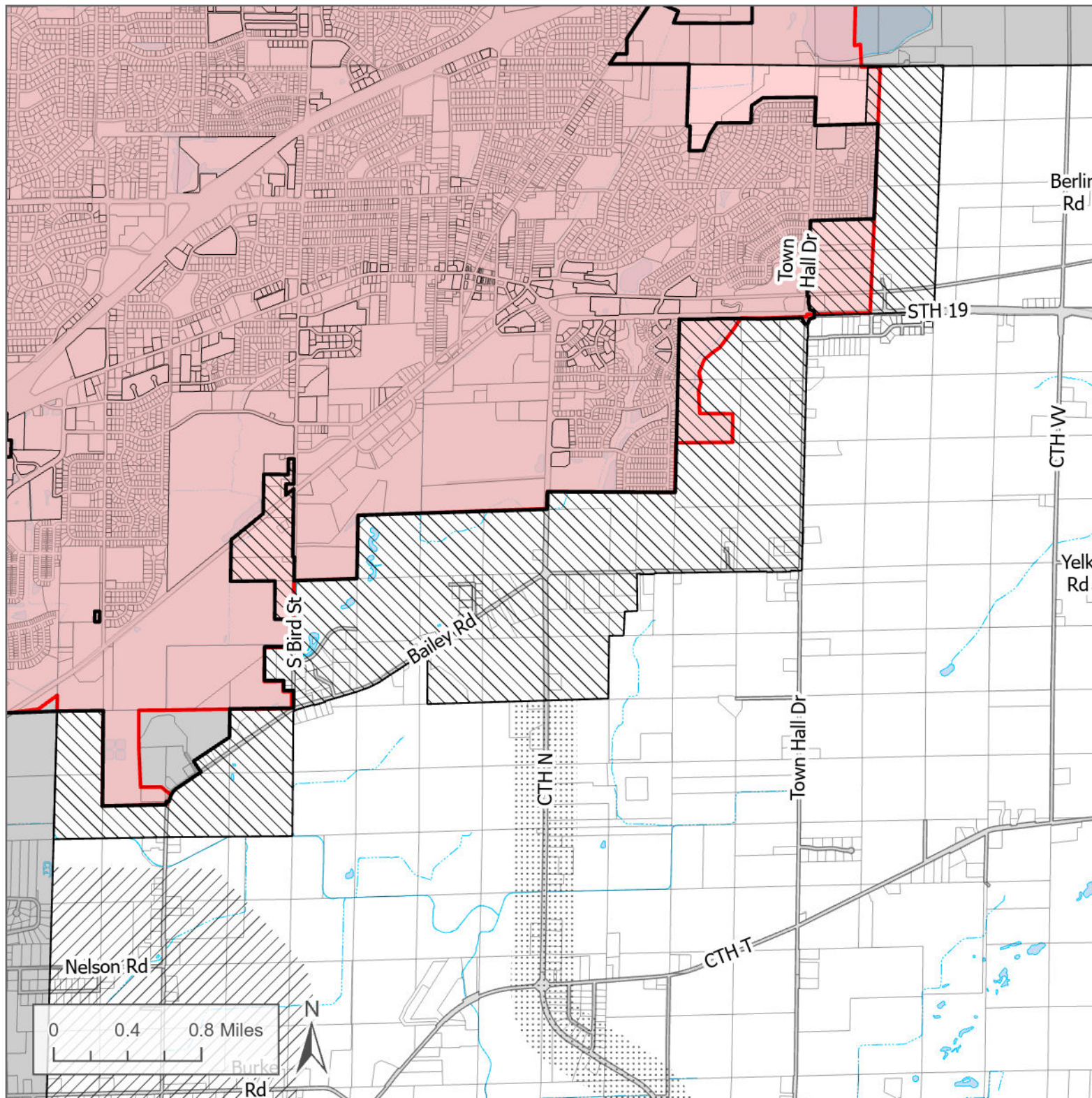
Planning Areas

- CTH-N Joint Planning Area (JPA)
- Urban Development Area (UDA)
- Rural Development Area (RDA)
- City of Sun Prairie
- Sewer Service Area
- C Sun Prairie ETJ
- Municipal Boundaries

Data sources: Esri, Dane County, CARPC,
HUC12_Subwatersheds_CARPC

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 4/7/2026



Map C: Environmental Areas

City & Town of
Sun Prairie

2026 Cooperative Plan

Planning Areas

 CTH-N Joint Planning Area (JPA)

 Urban Development Area (UDA)

 Rural Development Area (RDA)

Environmental Corridor

 Existing

 Future Estimated

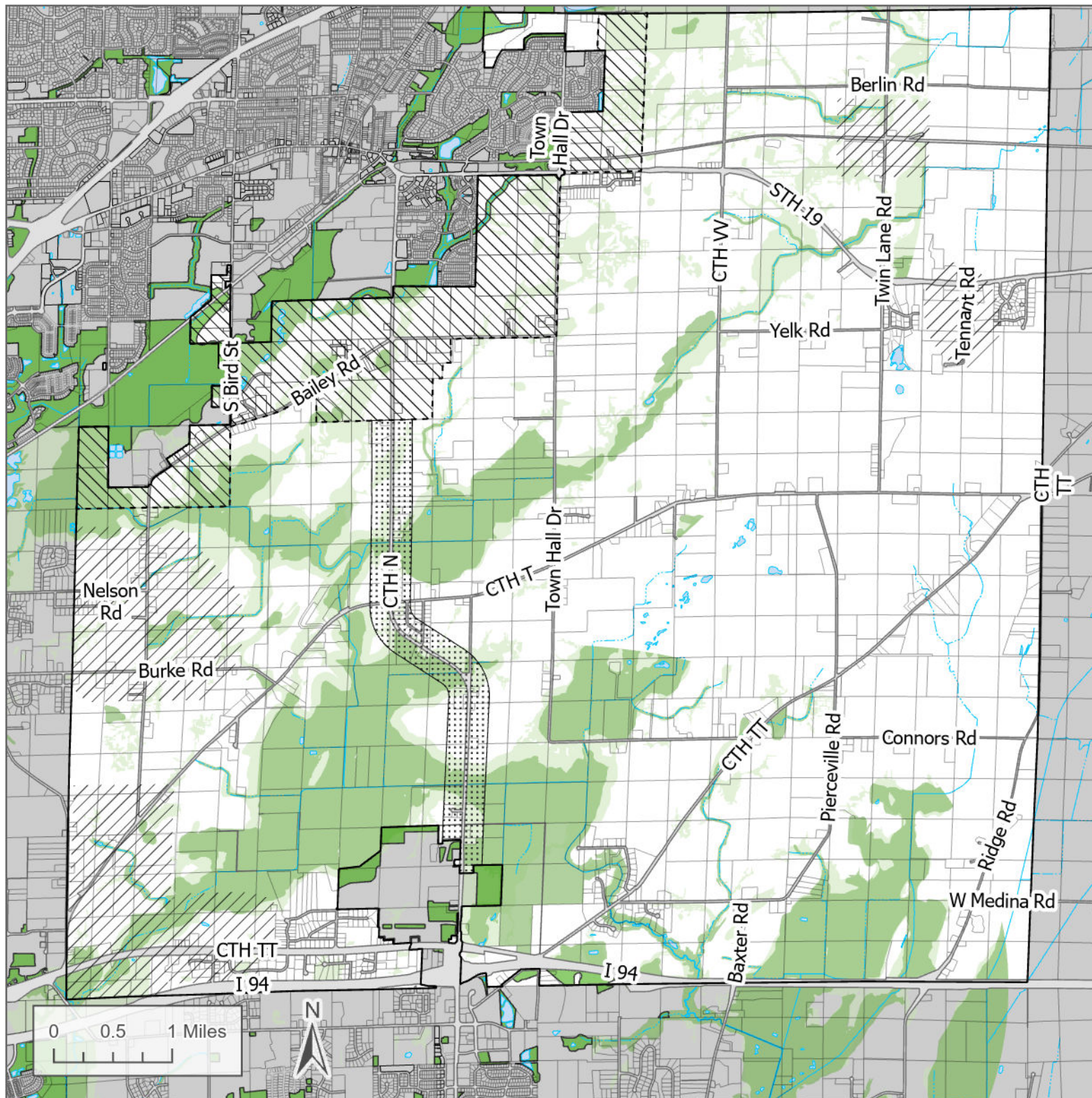
 Future Optional

 Municipal Boundaries

Data sources: Esri, Dane County, CARPC,
HUC12_Subwatersheds_CARPC

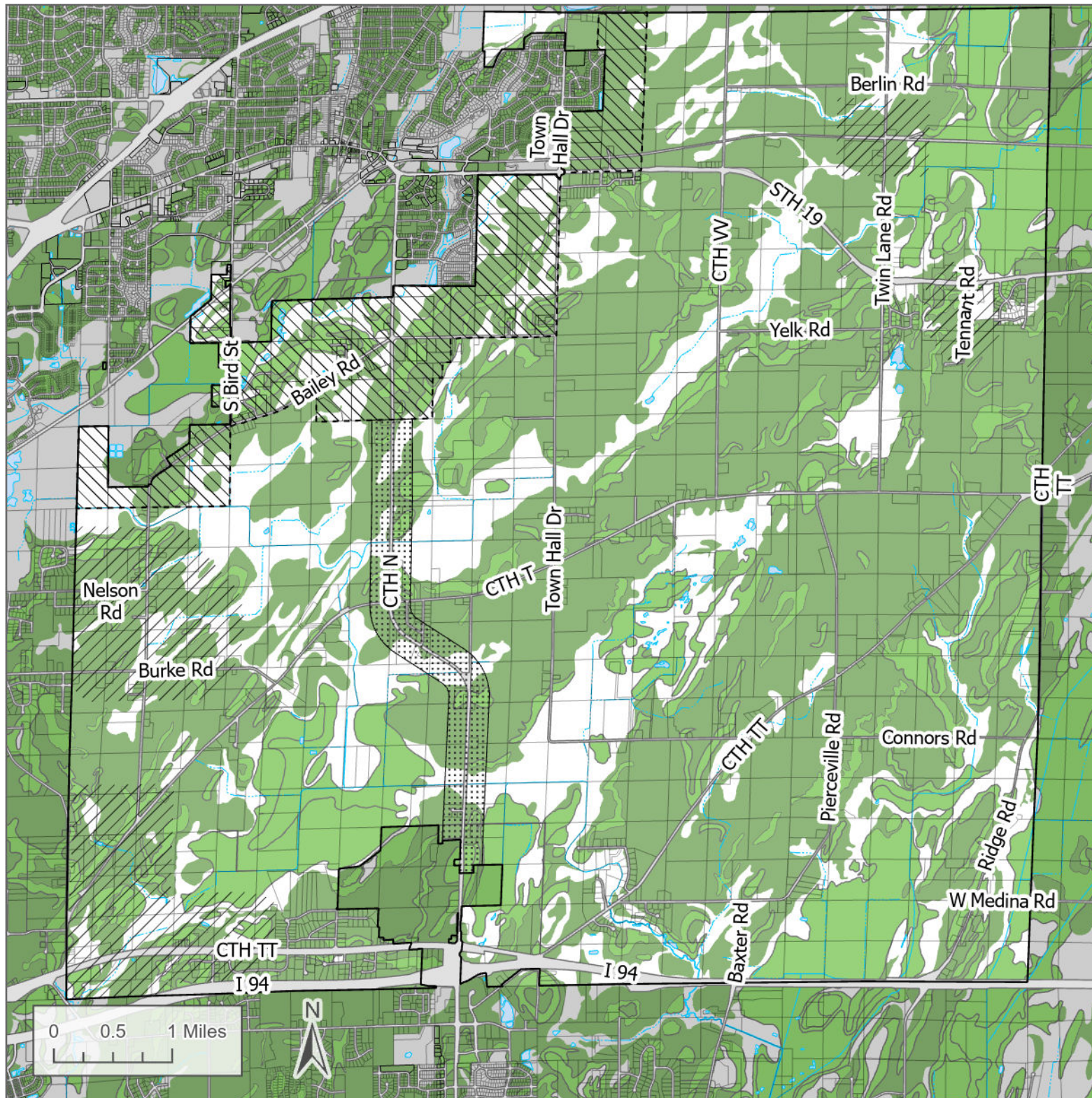
Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 4/7/2026



Map D: Prime Farmland

City & Town of Sun Prairie 2026 Cooperative Plan



Planning Areas

-  Urban Development Area (UDA)
-  Rural Development Area (RDA)
-  CTH-N Joint Planning Area (JPA)

Prime Farmland

-  All areas are prime farmland
-  Farmland of statewide importance
-  Municipal Boundaries

Data sources: Esri, Dane County, CARPC, HUC12_Subwatersheds_CARPC

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 4/7/2026



Map E: Soil Class

City & Town of
Sun Prairie

2026 Cooperative Plan

Planning Areas

-  Urban Development Area (UDA)
-  Rural Development Area (RDA)
-  CTH-N Joint Planning Area (JPA)

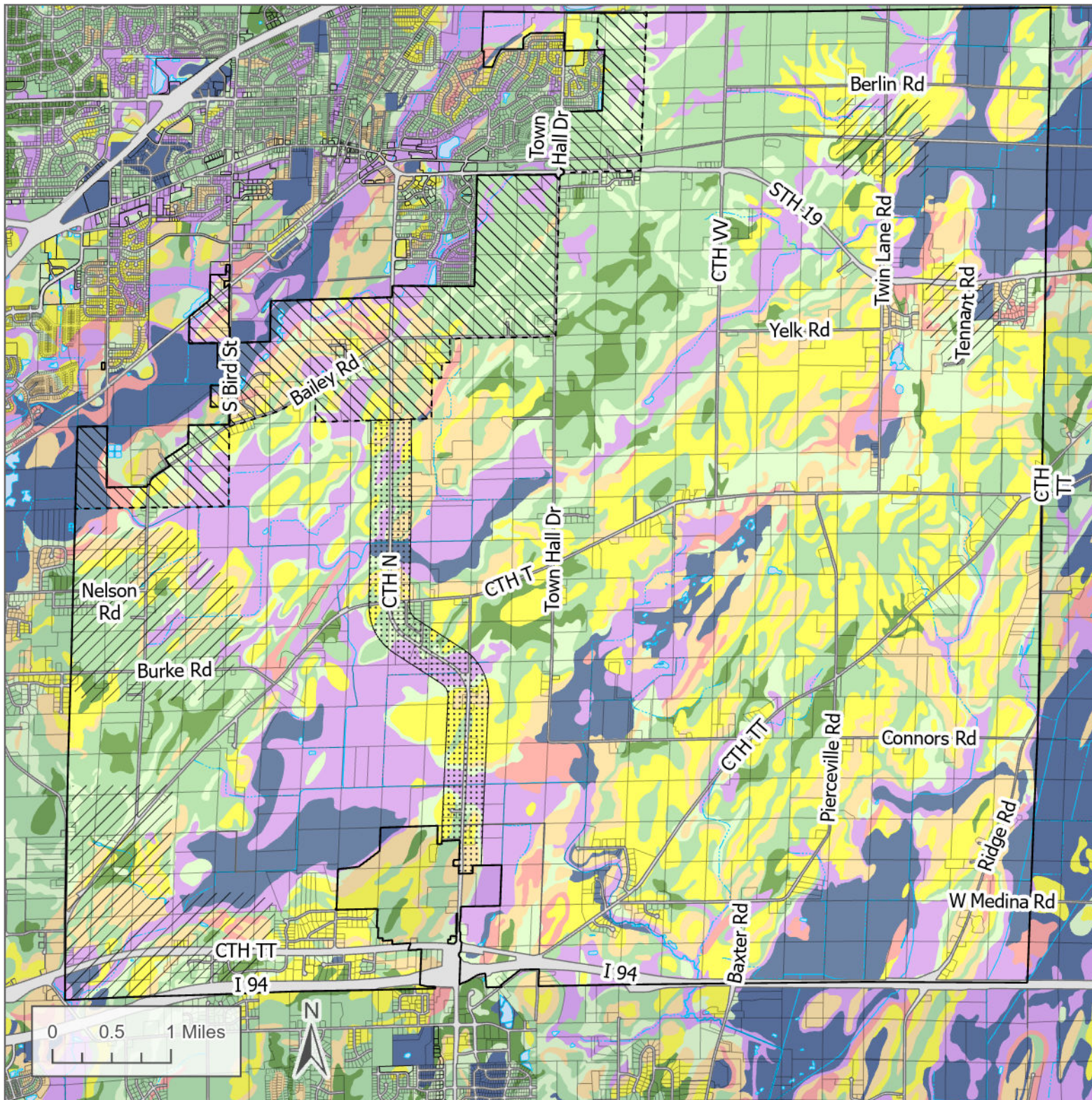
Soil Productivity

-  1 (best)
-  2
-  3
-  4
-  5
-  6
-  7
-  8
-  Municipal Boundaries

Data sources: Esri, Dane County, CARPC, HUC12_Subwatersheds_CARPC

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

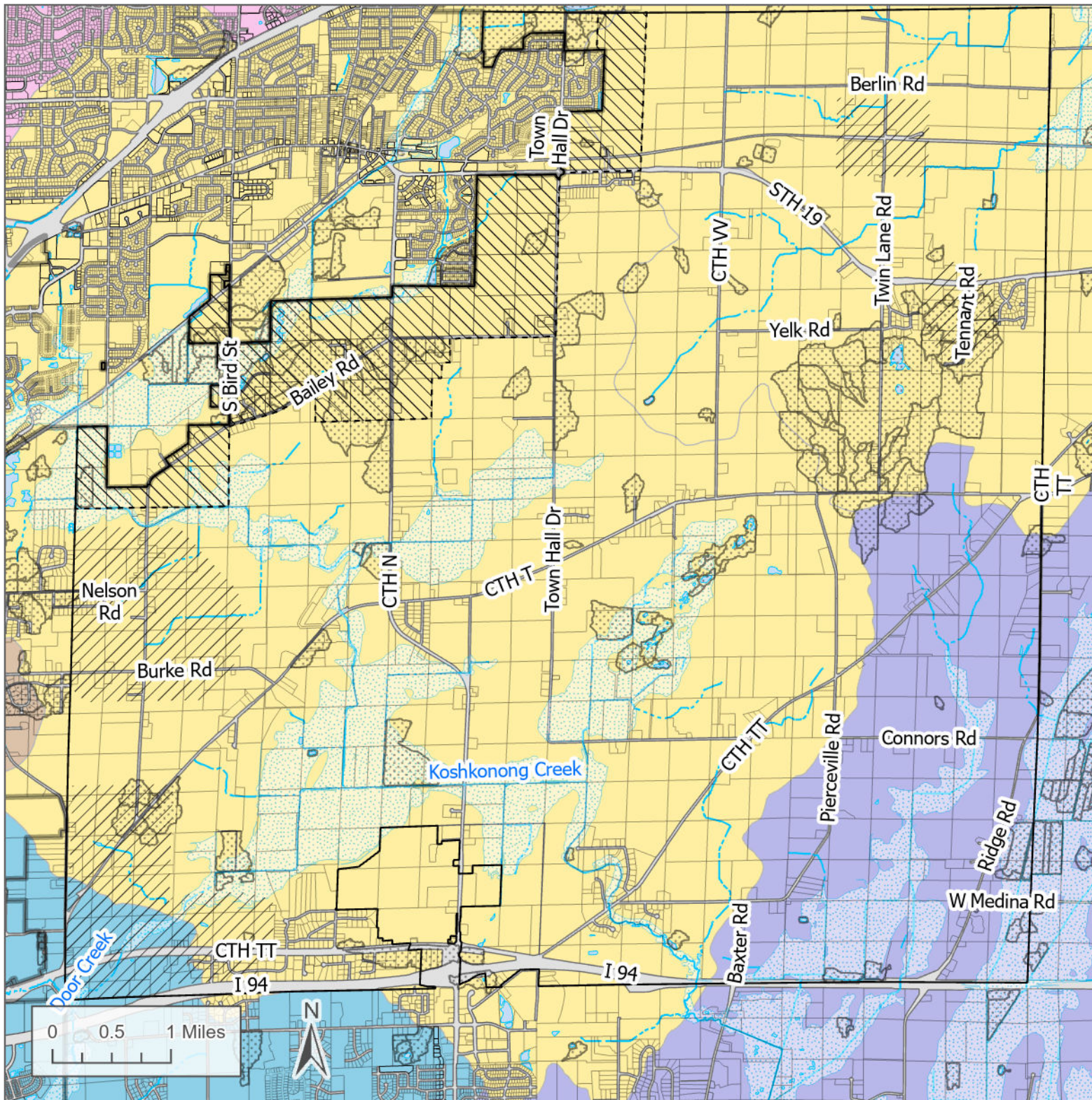
Date: 4/7/2026



Map F: Water Resources

City & Town of
Sun Prairie

2026 Cooperative Plan



NAME

- Deansville Marsh-Mauneshia River
- Door Creek
- Headwaters Koshkonong Creek
- Mud Lake-Koshkonong Creek
- Starkweather Creek
- Token Creek
- Town of Sun Prairie
- Urban Development Area (UDA)
- Rural Development Area (RDA)
- Internally Drained Areas
- Regulated Floodplain
- Municipal Boundaries

Data sources: Esri, Dane County, CARPC, HUC12_Subwatersheds_CARPC

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 4/7/2026

