CITY OF SUN PRAIRIE AND TOWN OF BRISTOL COOPERATIVE PLAN

UNDER SECTION 66.0307, WISCONSIN STATUTES

Dated: _____

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CITY OF SUN PRAIRIE AND TOWN OF BRISTOL

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 BRISTOL**, a Wisconsin municipality with offices at 7747 County Highway N, Sun Prairie, Wisconsin 53590 (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 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.

(f) 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.

(g) 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,

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

WHEREAS the City and Town share a common border on the City's north side and the Town's south side, and land use change is anticipated 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:

(a) The City and Town have joint interests regarding their border and transition areas, including consideration of the possibility of disagreements over annexations from the Town to the City.

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

(c) The Town desires to protect the integrity of agriculture and other rural enterprises in specified areas.

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

(e) The City and Town desire to coordinate the long-term planning, service, and continuity of public infrastructure to the mutual benefit of their residents and to the region.

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

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

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

WHEREAS the City and Town desire to enter into a Plan for the purposes of establishing a long-term boundary, guiding long-term land use change, guide the City's extraterritorial land subdivision review, official mapping and annexation, assuring orderly and predictable growth and development to City standards with the full range of municipal services, protecting property owners outside the defined growth areas from annexations against their will, facilitating annexation of other lands at the will of the owners without threat of lawsuits, protecting agricultural and natural resource areas from fragmentation, and to implement that long-term boundary; and,

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

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

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

WITNESSETH:

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

SECTION 1—PARTICIPATING MUNICIPALITIES

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

For the Town of Bristol:
Kim Grob, Town Clerk
Town Hall
7747 County Road N
Sun Prairie, Wisconsin 53590
608-837-6494
clerktreasurer@tn.bristol.wi.gov

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 territory described in **Section 7 – Delineation of Planning Areas and Land Use**, and in the Extraterritorial Jurisdiction of the City. 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:

- Comprehensive Plan or other long-range planning processes
- Annexation and attachment petitions
- Rezoning petitions
- Conditional Use Permit application
- Land Division application

All notices required by this Plan shall be in writing. Each notice should specifically refer to this Plan by name and should 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. Notices shall be addressed to the persons or their successors listed in Section 2.04.

2.04 – Authorized Representatives

Each municipality may change its address (or add addresses for electronic communications), for purposes of this 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.

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

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.**

The territory subject to at least one provision in this Plan includes lands lying in Sections 13, 14, 15, 16, 17, 18, 19, 20 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35 and 36 of the Town of Bristol, Dane County, which are sections of the public land survey of the State of Wisconsin lying in Town 9 North, Range 11 East. This Plan does not limit the authority or discretion of either party to take actions outside of the territory subject to this Plan.

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 (2025). This Plan is intended to serve as an instrument to implement provisions of each Comprehensive Plan. Each party's expectation is that updates to Comprehensive 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, the City agrees to notify the Town and residents of that Area before City adoption of 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 in the City's Extraterritorial Jurisdiction within the Town**.** The opposite party shall be kept reasonably apprised 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 Bristol Comprehensive Plans through its promotion of multi-party decision making and planning for edge growth conditions; maintaining an agreed-upon mutual boundary; planning for orderly business park expansion; emphasis on compact growth and responsible, limited conversion of farmland to suburban or exurban 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. This Plan does not modify environmental corridor protections or procedures. Land use changes shall follow applicable federal, state, and county laws and ordinances.

4.05 – Quantity and Shape of Land Affected by this Plan

The urban development area and business park joint planning 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 Bristol. The future boundary does not create new permanent town islands or create difficult to serve locations resulting from major elevation changes, environmental corridors, or indirect routing of utilities.

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.

"Maps" referred to in this Plan are attached to and incorporated as part of the Plan.

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 experienced the fastest county growth rate in Wisconsin over the past several decades. New residents are coming to every community across the Madison metropolitan area. Proactive planning and decision-making are needed to improve predictability for everyone affected by this growth so that they can maximize the benefits and minimize or manage the negative impacts associated with new development.

6.02 – 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 Token Creek, Maunesha River, Koshkonong Creek, and their 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 and community change does not degrade the assets that have contributed to the quality of life of this area, and that opportunities to restore or enhance these natural resources are identified and pursued.

6.03—Maintaining Positive Relationships

The Town of Bristol and City of Sun Prairie have enjoyed a good relationship with active communication and productive coordination on issues of mutual concern. The Town contracts with the City for emergency services. Portions of each community are within the Sun Prairie Area School District attendance area. They share a common business and social community and desire to maintain and build those ties. The Town and City were party to an intergovernmental agreement from 2005 – 2026 that is the predecessor to this Plan. The Town and the City believe that entering into a Cooperative Plan will create certainty as to the future relationship between the communities and avoid animosity which otherwise might diminish the good relationship they enjoy.

6.04 – Assure Orderly and Economic Development of the City and Town

The parties believe that the diverse preferences of the public for housing should be met with a varied offering of housing choices, while taking the financial, environmental, and other impacts of land use into consideration. The vast majority of new residences should be built on smaller lots served by public sewers. However, there is a market for homes constructed on larger lots in the Town served by private onsite wastewater treatment systems (POWTS), and the necessity to grow the Town's tax base to maintain services. The parties agree that commercial and industrial development generally requires support of a full range of urban services. The Town does not desire to duplicate urban services provided by the City. This Plan defines areas within which various types of development may occur. The parties intend that such development occur in compliance with applicable development standards and requirements.

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

6.05 – Promote Preservation Of Prime Farmland and Resources

Town and the City agree that farmland is an irreplaceable resource which provides food and fiber for basic maintenance of society. Market forces, unguided by land use planning or the strategic implications of land use

change, would convert farmland to developed uses and impinge on the viability of farming by introducing incompatible residential and commercial uses in the vicinity of farm operations. Further, inappropriate growth may cause the value of farmland to increase to the point where farmers make a financial decision to abandon farming, which causes the withdrawal of valuable land from production. 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 limit annexation and development pressure from leading to excessive and unnecessary conversion of farmland to other uses through reserving lands in the Town for agricultural uses, more compact uses of developed land in the City, and identifying lands for uses of regionally strategic importance. In order to achieve those goals, in certain defined areas, there is a prohibition on land divisions and an agreement that the Town will not oppose annexation. In other areas there will be a prohibition on annexations.

6.06—Establishing a Mechanism for Joint Planning

Land uses in the Town and the City have, historically, often resulted from decisions and actions of other entities, public and private. As a result, both the Town and the City have often reacted to forces driving land use decisions rather than anticipating and influencing those forces. This Plan builds upon existing good relations to allow the Town and the City to continue to jointly plan for future development, farmland preservation, and environmental resources within the areas which are subject to this Plan. The City and Town believe that this Plan itself provides a mutually beneficial framework for joint discussion and planning; and that it will promote intergovernmental cooperation, planning and problem solving, for more efficient arrangement of land uses and delivery of municipal services.

6.07 – Orderly Urban Growth

Without provision of urban services of municipal sewer and water, new development in the Town within the Urban Development Area could result in a patchwork of non-compact Town and "leap-frog" City growth and conflicts between land owners when urban development occurs. The Town agrees to prohibit or restrict development in the Urban Development Area and to permit this Area to be attached to and developed to City standards served by the full range of City municipal services and facilities. Municipal sewer and water, storm water and transportation infrastructure will be timely constructed by the City to serve new urban development to advance public and environmental health and safety. The Town will be better able to focus upon planning for and serving the lower density areas outside the boundary line; and City development of the areas planned for urban development will promote a more uniformly compact, economical and orderly urban development under a single local jurisdiction. The Town recognizes that expansion and technological enhancement of the City's sewer plant and system is for protection of water resources, and agrees not to oppose expansion consistent with the goals of this agreement.

6.08 – 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.

6.09 – Fiscal Sustainability

Revenue limits, declines in state 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 boundary changes.

6.10—Property Rights and Predictability

Land use planning and intergovernmental agreements such as this Plan improve predictability to current and future property owners. This Plan serves as a guideline for the future use of property and future actions by elected officials and governing bodies. Planning enhances the ability of property owners to make decisions about investment, use and maintenance of their land. The parties affirm in this Plan that all rights, decisions and discretion not otherwise affected by this Plan, or by local plans and ordinances, are retained by property owners.

SECTION 7 –DELINATION 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 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 area denoted on the attached **Map A** as Urban Development Area (“UDA”), which consists of the portions of Sections 31, 32 and 33 of the Town not already annexed to the City.

The 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 controls imposed under this Plan are:

(a) The Town shall review Development Proposals consistently with the standards of the AG Agricultural District in Town of Bristol Zoning Ordinance, as defined on the date of adoption of 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, unless the same has been approved by the City under Section 19 – Implementation. Further, the Town will not take any action which authorizes or facilitates construction of residences served by private onsite wastewater treatment systems (POWTS) in the UDA.

(c) The Town agrees not to approve commercial development in the UDA unless the same has been approved by the City under Section 19 – Implementation.

(d) As the City plans for or reviews development proposals in the UDA, the City agrees to notify the Town under Section 2.3 – Notice and affected residents concerning said plans. The purpose of said consultations will be to assure that the Town and its residents are aware of the City's planning and development efforts and can take those plans into consideration.

(e) The City contemplates that the growth planned for the UDA will be predominantly residential uses of a variety of building sizes and intensities, although commercial or low-impact industries may be located along the Egre Road and North Bristol Street corridors, consistent with its Comprehensive Plan.

(f) For development that occurs in the UDA, the City agrees to require measures aimed at controlling light trespass to minimum levels. While minimum standards of the lighting utility for illumination along city streets shall be adhered to, strategies such as requiring downcast and/or shielded lighting shall be implemented to reduce the impact of glare and light spillover to adjacent neighborhoods. If the City adopts 'dark sky' standards they shall be implemented within the UDA, as well.

7.02—Rural Development Area

The area denoted on the attached **Map A** as the Rural Development Area ("RDA"), which consists of all or part of the land lying in sections 17, 18, 19, 20, 29 and 30 of the Town. All areas south of Muller Road and west of County Highway N lie within the RDA.

The RDA is the primary residential 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 residential development. The Town agrees not to approve industrial, manufacturing or commercial development, other than neighborhood commercial uses such as convenience stores, gas stations or food service. Neighborhood commercial uses shall be no more than 3 acres in area each. There shall be no city services provided to such neighborhood commercial uses. Such neighborhood commercial uses shall have no outside storage in sections 29 or 30 of the Town. Prior to approving any neighborhood commercial use in the southern half of section 29 or 30, the Town will notify the City of the proposed use and obtain the City's comments upon the proposed use.

(a) The City agrees not to annex or extraterritorial authority over the RDA without approval of the Town consistent with **Section 19 – Implementation.**

7.03—Rural Commercial Area

The area denoted on the attached **Map A** as the Rural Commercial Area ("RCA"), which consists of part of the land lying in sections 13, 14, and 23 of the Town.

The RCA is the primary commercial and employment growth area of the Town for the term of this Plan. There shall be no city services provided.

(a) The City agrees not to annex or exercise extraterritorial authority over the RCA without approval of the Town consistent with **Section 19 – Implementation**.

7.04—Business Park Joint Planning Area

The area denoted on the attached **Map A** as the Business Park Joint Planning Area ("BPJPA"), which consists of all or part of the land lying in Sections 26, 27, 28, 29, 33, 34 and 35. The BPJPA shall be an area in which business or other development may occur under the provisions of this Plan.

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

(b) The area included in the BPJPA is currently zoned for AG Agricultural District by the Town of Bristol Zoning Ordinance. Beyond the restrictions embodied in that ordinance, the parties agree that there shall be no residential development in the BPJPA. Neither party shall approve land divisions or rezoning of BPJPA land in the Town unless the same is done pursuant to a Development Proposal approved by the Town and the City under Section 19 – Implementation.

(c) The Town agrees that, where allowed by Town agricultural use zoning and the Town Comprehensive Plan, any new dwelling permitted in the BPJPA shall be as reasonably close to existing roads and existing developed lots as zoning allows. This provision is intended to minimize conversion of farmland, to maintain the maximum continuity of agriculture land and land available for future business park development, and to efficiently serve developed lots with municipal utilities when they become available.

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

(e) For development that occurs in the BPJPA, the City agrees to implement measures aimed at controlling light tresspass to minimum levels. While minimum standards of the lighting utility for illumination along city streets shall be adhered to, strategies such as requiring downcast and/or shielded lighting shall be implemented to reduce the impact of glare and light spillover to adjacent neighborhoods. If the City adopts 'dark sky' standards they shall be implemented within the UDA, as well.

7.05 – Community Separation Area.

The area denoted on the attached **Map A** as the Community Separation Area ("CSA"), which consists of all or part of the lands lying in Sections 20, 21, 22, 23, 25, 26, 34, 35 and 36. The CSA shall be a buffer area between the Town and City which shall be developed, if at all, only in accord with mutually defined acceptable uses.

(a) The area included in the CSA is mapped primarily for Agricultural Zoning. The parties contemplate that lot splits and farm residences should lead to construction of new residential units only if done pursuant to a Development Proposal approved by the Town and the City under Section 19 – Implementation and which are consistent with the provisions of the Town's Comprehensive Plan. To the extent possible, such lot splits shall not increase the number of private accesses to existing roads.

(b) The Town agrees that, where allowed by Town agricultural use zoning and the Town Comprehensive Plan, any new dwelling permitted in the CSA shall be as reasonably close to existing roads and existing developed lots as zoning allows. This provision is intended to minimize conversion of farmland, to

maintain the maximum continuity of agriculture land and land available for future urban development, and to efficiently serve developed lots with municipal utilities when they become available.

(c) The City agrees not to annex land nor to extend urban services to land located in the CSA without the written permission of the Town under Section 19 – Implantation of this Agreement.

7.06 – Egre Road Corridor

The City and Town contemplate the extension of Egre Road eastward to an ultimate connection with a future interchange with Highway U.S. 151.

(a) In order to accommodate the long-term goal of an Egre Road Corridor, the Town agrees that there shall be no new or additional private driveway entrances on Egre Road, and to restrict the creation of new accesses to the maximum extent feasible. In reviewing and approving all future development proposals affecting Egre Road, the City and Town shall require the dedication of a minimum of 120 feet of right-of-way, to consist of 60 feet from the current centerline of Egre road in each direction. Further, any development in Sections 27, 28, 29, 32, 33, or 34 shall be approved with the condition that the right-of-way needed to facilitate extension of Egre Road eastward shall be dedicated as a condition of approval.

(b) When land adjoining Egre Road is attached to the City it shall include the full right of way of Egre Road that fronts the property whenever possible. Where ownership constraints exist, the Town and City shall attempt to solicit cooperation from the respective property owner(s) to include the full right of way. When this cannot be accomplished, the City and Town will jointly determine the best solution for roadway maintenance.

7.07– Extraterritorial Jurisdiction

Certain portions of the Town lie within the Extraterritorial Jurisdiction of the City but outside of the areas identified in sections 7.01 through 7.05, above. The extent of this area as of the date of adoption of this Plan, are depicted on the attached **Map A**. The Extraterritorial Jurisdiction shall be an area of joint concern. In the Extraterritorial Jurisdiction area, the following restrictions and limitations shall apply.

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

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

7.08 - Mineral Resource Areas

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

The Town and the City agree to jointly map areas which have economically viable deposits of sand and gravel, or extractable non-metallic ores, within the Town. The map may be adopted under Section 19 – Implementation of this Plan by both parties.

SECTION 8 – EXTRATERRITORIAL AUTHORITY OF THE CITY

The City has been granted certain authority to conduct comprehensive planning, official mapping and apply extraterritorial land division review authority to lands within three miles of its corporate limits by sec. 236.02(5) and 236.10, Wis. Stats.

In order to further the cooperative purposes of this Plan and provide for orderly and efficient development of land, the City agrees as follows:

8.01

The City shall not exercise its extraterritorial authority over any land lying in sections 1 through 12 of the Town unless requested by the Town.

8.02

The City shall not exercise its extraterritorial jurisdiction in the Rural Development Area and Rural Commercial Area as defined in **Section 7 – Delineation of Planning Areas and Land Use**.

SECTION 9 – ATTACHMENTS AND ANNEXATIONS

This Section is intended to implement the goals and objectives of the parties by delineating an alternative process of attaching property from the Town to the City.

9.01 – General Provisions

(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 or annexations of territory from the Town ahead of the agreed upon timeline except for attachment of City-owned properties.

9.02 – Town Islands

The creation of town islands is permitted to reduce land use conflicts, coerced or non-unanimous annexations, while ensuring continuity in orderly land use patterns. Delayed attachment serves a public purpose by ensuring the efficient provision of public services and infrastructure, and to maintain orderly and rational boundaries between local jurisdictions.

(a) City and Town agree that parcels in the Urban Development Area and Business Park Joint Planning Area may become town islands as a result of annexations and attachments.

(b) Parcels within any such town island shall be detached from the Town and attached to the City, on a parcel by parcel basis, upon the conveyance of each respective parcel to a person or entity other than the owner of record as of the date of creation of that island. Properties may be attached earlier than this sunset date upon petition of the owner.

(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 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.

(d) Notifications.

i. Upon receipt of a petition for an attachment 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 30 days prior to action on the petition by the City Council.

ii. Within 30 days of the creation of a town island, the City shall record an affidavit against each parcel in that town island attesting to the existence of this Plan, the creation of the island, a reference to the ordinance or resolution date and number, and the required attachment process as described in this Section.

9.03 – Attachment Procedure

Territory within the Urban Development Area and Business Park Joint Planning 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 scaled 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 to be attached, 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. 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 otherwise be required.

9.03 – Land Use Identification

(a) Existing uses on lands annexed or attached to the City shall be treated as legal non-conforming uses if not in conformance with the City zoning applied at the time of attachment.

(b) 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.

(c) Where existing development annexed or attached to the City has access to City sewer and/or water service, City ordinances requiring connection to these utilities shall apply.

SECTION 10 – BOUNDARY ADJUSTMENT AREA AS LONG-TERM BOUNDARY BETWEEN CITY OF SUN PRAIRIE AND TOWN OF BRISTOL

The limits of the City bordering the Town, as expanded during the term of this Plan through the attachment, annexation and development of the UDA, shall constitute the boundary between the City and Town in this area. The City, as provided in **Section 7 – Delineation of Planning Areas and Land Use**, may approve attachments and annexation of areas within the UDA and the BPJPA. The City hereby waives its right to annex portions of the Town outside the UDA and the BPJPA, except with the approval of the Town Board as provided in **Section 7 – Delineation of Planning Areas and Land Use**.

SECTION 11 – INFRASTRUCTURE AND PROVISION OF MUNICIPAL SERVICES

11.01 – 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 minimize inefficiency.

11.02 – Continuity of Transportation Facilities

The Town and City agree that when land in their respective jurisdictions are platted or permitted for development, that existing and planned rights-of-way for roads, bicycle, and pedestrian facilities shall align to the maximum degree possible. The Town and City agree on the coordination of safe crossing facilities for all users shall be provided as soon after a connection is made as is practical.

11.03 – 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) N. Bird Street

(b) CTH N

Each party agrees to incorporate these routes in their Comprehensive Plan. Each party further agrees to require the implementation of these facilities as a condition of approval of any development activity, land division, or infrastructure project within or adjacent to that route.

SECTION 12 – TAXES AND REVENUE SHARING

Whenever a property is attached or annexed 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 five years. The parties may agree that the revenue sharing for each attachment occurs as a lump-sum payment within 90 days of the attachment.

SECTION 13—STORMWATER MANAGEMENT IN MAUNESHA AND TOKEN CREEK WATERSHEDS

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

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

13.01

Work with the local office of the WI DNR, Dane County Land Conservation, and U.S. Geological Survey (USGS) to 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.

13.02

Require stormwater management plans for all development proposals in this sub-watershed that meet the thresholds in Chapter 14 of the Dane County Erosion Control and Stormwater Management Ordinance, including on-site stormwater detention in such plans where appropriate.

13.03

Work with the Capital Area Regional Planning Commission, USGS, Sun Prairie Utilities, and other interested entities to identify, officially map, acquire title or development rights, and/or preserve and restore areas that would provide particular infiltration and water quality benefits in this sub-watershed.

13.04

Maximize the extent and quality of land preserved in environmental corridors along and contribute to the watercourses and drainageways, through land dedication, land acquisition, easements, larger buffer areas, and other appropriate instruments and land management best practices. Existing watershed boundaries will be preserved.

SECTION 14 – 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 Village of Windsor, Town of Sun Prairie, Dane County, and the Sun Prairie Area School District. Productive cooperative discussion with each jurisdiction is welcomed and encouraged.

14.01 – Cooperation in Service to 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 specific development rights purchase 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.

SECTION 15 – LIFE AND MODIFICATION OF THE PLAN

15.01—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.

15.02 – Amendment of the Plan

The procedure for amending this Plan shall be that as set forth in Section 66.0307(8) Wisconsin Statutes. The City and the Town agree to update this Plan every ten (10) years, or sooner at the request of either party.

SECTION 16—CHALLENGES TO THE PLAN AND REMEDIES

16.01—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.

16.02—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.

16.03—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.

16.04—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 17—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 18—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 agreement in such situation, either the City or Town may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial mediator, to be mutually selected during such thirty (30) day period, for mediation as provided in **Section 16.04—Mediation** of this Plan.

SECTION 19—IMPLEMENTATION

19.01—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.

19.02—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 and Mayor, after review of the matter by the City Plan Commission.

19.03—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.

19.04—Required Consultation of Parties

Where this Plan requires approval or joint action by the Town and the City, such approval or joint action shall be given by action of the City pursuant to **19.02—City Approval**and the Town pursuant to **19.03—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 20—MISCELLANEOUS INTERPRETATIONS

20.01—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.

20.02—Section Titles

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

20.03—Governing Law

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

20.04—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.

20.05—Continued Enforceability

The enforceability of this Plan will not be affected by statutory amendments, changes in the forms of governments of the Parties, or changes in the elected officials of the Parties. The Plan shall be constructed to be binding upon the Parties respective successors, agents and employees.

20.06—Severability

The provisions of this Plan are severable. In the event that any provision is held to be invalid or unconstitutional, or if the application of any provisions to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the other provisions or application of the Plan, which can be given lawful effect without the invalid or unconstitutional provisions or application.

20.07—Entire Plan

The entire Plan of the City and Town pertaining to the territory described in **Section 7 – Delineation of Planning Areas and Land Use** is contained in this Plan and supersedes all oral representations and negotiations between the municipalities and supersedes all other agreements.

20.08 – 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 21—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, gender identity, 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.

DRAFT

IN WITNESS WHEREOF, the City and Town certify that this 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 Plan on the dates written before their respective signatures.

THE CITY OF SUN PRAIRIE
a Wisconsin Municipal Corporation

Date:
By: _____
Steven C. Stocker, Mayor

Date:
By: _____
Elena Hilby, City Clerk

Personally came before me this ___day of _____, 2026, Steven C. Stocker**,** Mayor**,** and Elan Hilby**,** City Clerk, of the **CITY OF SUN PRAIRIE, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Plan of said corporation, by its authority.

_____
Notary Public, Dane County WI
My Commission

DRAFT

TOWN OF BRISTOL
a Wisconsin Municipality

Date:
By: _____
Brian Wilison, Town Chairperson

Date:
By: _____
Kim Grob, Town Clerk

Personally came before me this ____day of _____ , 2026, Brian Wilison, Town Chairperson, and Kim Grob, Town Clerk, of the **TOWN OF BRISTOL**, 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

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