

September 26, 2012

Erich Schmidtke  
Wisconsin Department of Administration  
101 East Wilson Street, 9th Floor  
Madison, WI 53708-8944

Dear Mr. Schmidtke:

We are pleased to inform you that the Town of Windsor, City of Sun Prairie and Village of DeForest have adopted a Cooperative Boundary Plan on August 7<sup>th</sup>, 2012.

Related to the Cooperative Plan, the Town of Windsor, City of Sun Prairie and Village of DeForest have been meeting to address issues of mutual concern. In general this Cooperative Plan:

- Establishes logical long-term municipal boundaries between Windsor and Sun Prairie.
- Clearly lays out future Town and City development areas to assure orderly development.
- Protects the Token Creek Watershed corridor and environmental resources.
- The Plan applies to the Village of DeForest only on the uniform boundary development for all extraterritorial powers exercised by Sun Prairie or DeForest over development in portions of Windsor.

Requests for comments were submitted to Todd Violante, Dane County Planning and Development and Kamran Mesbah, Capital Area Regional Planning Commission on September 11<sup>th</sup>, 2011 and will be forthcoming.

Enclosed, please find one original of the recently adopted Windsor-Sun Prairie-DeForest Plan.

Sincerely,

Robert Wipperfurth  
Chairperson  
Town of Windsor

Judd Blau  
President  
Village of DeForest

John Murray  
Mayor  
City of Sun Prairie

**INTERGOVERNMENTAL COOPERATIVE PLAN  
UNDER WIS. STATS. § 66.0307 AMONG THE  
CITY OF SUN PRAIRIE, THE TOWN OF WINDSOR  
AND THE VILLAGE OF DEFOREST**

Dated: August 7<sup>th</sup>, 2012

**INTERGOVERNMENTAL COOPERATIVE PLAN  
UNDER WIS. STATS. § 66.0307  
AMONG THE CITY OF SUN PRAIRIE, THE TOWN OF WINDSOR  
AND THE VILLAGE OF DEFOREST**

The **CITY OF SUN PRAIRIE**, a Wisconsin municipal corporation with offices at 300 East Main Street, Sun Prairie, Wisconsin (hereinafter "Sun Prairie"), and the **TOWN OF WINDSOR**, a Wisconsin municipality with offices at 4084 Mueller Road, DeForest, Wisconsin (hereinafter "Windsor"), and the **VILLAGE OF DEFOREST**, a Wisconsin municipal corporation with offices located at 306 DeForest Street, DeForest, Wisconsin (hereinafter "DeForest"), hereby enter into this Intergovernmental Cooperative Plan (hereinafter "Plan"), subject to approval of the State Department of Administration, under the authority of Wis. Stats. § 66.0307.

**WHEREAS**, Wis. Stats. § 66.0307 authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative plan by the State Department of Administration; and

**WHEREAS**, the purpose of a cooperative plan is cited in Wis. Stats. § 66.0307(3)(b), as follows:

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

and,

**WHEREAS**, Wis. Stats. §§ 66.0307(2)(a) through (d) requires that cooperative plans be organized around "options" for future boundary changes. These options, listed below, specify how boundary changes will occur over the "boundary plan" term:

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

The Plan is organized around Options (b) through (d), above; and

**WHEREAS,**

- (a) Sun Prairie and Windsor share a common border on Sun Prairie's northwest side and Windsor's southeast side;
- (b) Sun Prairie and Windsor have joint concerns regarding their borders, including consideration of the possibility of litigation over annexations from Windsor to Sun Prairie;
- (c) Windsor desires to protect, indefinitely, the integrity of its territory north and west of a given line;
- (d) Sun Prairie desires that all other development shall occur in Sun Prairie, served by all City municipal services and in compliance with all applicable City development standards;
- (e) Sun Prairie and Windsor desire, during the term of this Agreement, to prevent new development of the lands within the planning area covered by this Agreement which lie outside the identified development zone, and to assure that all development which may ultimately become part of Sun Prairie occur in a manner which is compatible with City development standards;
- (f) Sun Prairie desires that owners of lands in Windsor not receive a windfall in the form of City improvements but, rather, pay a fair share for improvements that benefit lands in Windsor;
- (g) Windsor desires to protect the financial interests of Windsor and its citizens as Sun Prairie grows by arranging favorable terms with respect to taxes, and payment for improvements, as well as to protect lands from being annexed against the owners' wishes for an extended period of time;
- (h) Sun Prairie and Windsor both desire that provisions be made for the timing and location of future urban development so that the eventual City-Town border is well planned, with compatible development on both sides and appropriate roadway improvements in the boundary line area; and

**WHEREAS,** the statutory procedures under which cities and villages may exercise extraterritorial jurisdiction, including, but not limited to, extraterritorial zoning and extraterritorial land division review jurisdiction, are dissimilar and overlap for properties in Windsor, resulting in confusing reviews in multiple jurisdictions for certain properties, and Sun Prairie, Windsor and DeForest wish to develop a uniform boundary for all extraterritorial powers exercised by Sun Prairie or DeForest over development in portions of Windsor; and

**WHEREAS**, Sections X and XI, below, identify the mutually agreed extraterritorial jurisdiction line and Section XI is the only portion of the Agreement applicable to DeForest; and

**WHEREAS**, Windsor and DeForest previously adopted a Cooperative Plan approved by the Department of Administration on October 8, 2010, and this Agreement has no impact on the terms of that Cooperative Plan except as expressly noted in this Agreement; and

**WHEREAS**, Sun Prairie and Windsor desire to enter into an Agreement for the purposes of establishing a long-term boundary, promoting joint official mapping and prohibiting annexation north and west of the boundary line, assuring orderly growth and development to Sun Prairie standards with the full range of municipal services south and east of the boundary line, protecting Windsor owners outside of the defined growth areas from annexations against their will, facilitating attachment of other lands at the will of the owners without threat of lawsuits and to implement that long-term boundary; and

**WHEREAS**, this Agreement between the parties is intended to implement the framework to enable the parties to determine their respective boundaries and to guide and accomplish a coordinated, well planned and harmonious development of the territory covered by the Plan; and

**WHEREAS**, this Agreement does not adversely affect the exercise of Dane County zoning, land subdivision review and general powers of Dane County in areas of Windsor which are not subject to the Agreement; and

**WHEREAS**, this Plan was developed following a review of regional, County and local plans and a joint public hearing on the Plan, noticed under Wis. Stats. § 66.0307(4)(b), and from comments received; and

**WHEREAS**, it is the intention of the parties that this Plan be a binding and enforceable contract;

**W I T N E S S E T H :**

Sun Prairie, Windsor and DeForest enter into this Plan under authority of Wis. Stats. § 66.0307, and petition the State of Wisconsin Department of Administration for approval, in accordance with statutory procedures and timeframes.

**I. Participating Municipalities.**

- A. This Plan applies to the City of Sun Prairie and the Town of Windsor, located in Dane County, in south central Wisconsin, which respective boundaries are shown in Exhibit 1.

- B. This Plan applies to the Village of DeForest only as to the procedures identified in Section XI of this Agreement.

II. **Contact Persons.** The following persons and their successors are authorized to speak for their respective municipalities regarding this Agreement:

A. For Sun Prairie of Sun Prairie:

Mayor  
City Hall  
300 East Main Street  
Sun Prairie, WI 53590  
Phone: (608) 837-1193  
Fax: (608) 825-6879

B. For Windsor:

Town Chairperson  
Windsor Town Hall  
4084 Mueller Road  
DeForest, WI 53532  
Phone: (608) 846-3854  
Fax: (608) 846-2328

C. For DeForest:

Village President  
DeForest Village Hall  
306 DeForest Street  
DeForest, WI 53532  
Phone: (608) 846-6751  
Fax: (608) 846-6963

III. **Territory Subject To the Plan.** Other than as specified in Sections X and XI of this Agreement, the territory subject to this Plan is found in Sections 13, 14, 15, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35 and 36 of the Town of Windsor, Dane County, which sections of the public land survey of the State of Wisconsin lie in Town 9 North, Range 10 East. A map depicting the lands subject to Sun Prairie extraterritorial zoning ("ETZ") authority is attached as Exhibit 1 and certain revisions to the ETZ Area and the regulations applicable thereto are further described in Section X of this Agreement. Exhibit 9 depicts the current and revised DeForest ETZ and extraterritorial land division review jurisdiction ("ETJ") and the regulations applicable thereto are described in Section XI of this Agreement. A map depicting the Boundary Adjustment Area is attached as Exhibit 2, both of which are further described in Sections IV.D. and VIII of this Agreement. This Agreement does not limit the authority of discretion of any party to take actions outside of the territory subject to this Agreement.

IV. **Issues, Problems, Opportunities.** This Plan will address issues and problems and create opportunities as noted in the subsections below.

- A. **Response to Rapid Growth.** Dane County enjoys one of the fastest growth rates of any County in the United States. Further, growth pressure on Windsor and Sun Prairie continue at high levels. Unplanned growth has resulted in the past in unanticipated burdens on public services. Windsor and Sun Prairie wish to adopt policies designed to respond to these growth pressures in an attempt to manage the growth so that it proves to be a benefit to the community rather than a detriment.
- B. **Protection of Land, Water and Air.** The Sun Prairie-Windsor area is blessed with unmatched land, water and air resources. These assets have been a key component of the quality of life enjoyed by residents of the area. In planning to respond to growth, it is vital to assure that growth does not degrade the assets that have contributed to the quality of life of this area.
- C. **Maintenance of Positive Relationships Between Sun Prairie and Windsor Through Defining Boundaries.** Windsor and Sun Prairie have enjoyed a good relationship without the hostility present in many relationships between incorporated municipalities and adjacent towns. They share a common business and social community and desire to maintain and build those ties. Windsor and Sun Prairie believe that entering into an Agreement will create certainty as to the future relationship between the communities and avoid animosity which otherwise might diminish the good relationship they enjoy.
- D. **Assurance of Orderly and Economic Development of Sun Prairie and Windsor.** The parties believe that the diverse preferences of the public for housing should be met with a varied offering of housing alternatives. The vast majority of new residences should be built on smaller lots served by public sewers. However, a reasonable share of housing can be economically constructed on larger lots in Windsor served by private onsite wastewater treatment systems (POWTS). The parties agree that commercial development generally requires support of a full range of urban services. Windsor does not desire to duplicate urban services provided by Sun Prairie in the portion of Windsor subject to this Plan. Windsor has four well established Sanitary Districts providing public sewer service and, in two of the Districts, public water services that do not have current capacity to serve any of the lands subject to this Agreement. This Agreement 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.

Some developers in Windsor have sought development timing and infrastructure concessions by attempting to pit Windsor against the municipalities other than Sun Prairie. At times, this has caused premature

annexation and development without adequate public infrastructure being in place, as well as creating problems and conflicts not easily resolved. Both Windsor and Sun Prairie agree that such occurrences have not always resulted in development that serves the greater public benefit. Sun Prairie and Windsor agree that all defined development within the Boundary Adjustment Area, as depicted in Exhibit 2 attached hereto, shall occur within Sun Prairie, in compliance with applicable Sun Prairie development standards and requirements, and served by a full range of municipal services provided by Sun Prairie.

Capital infrastructure improvements typically require a planning, design and construction timeline of several years in length. This Plan will enable Sun Prairie to confidently plan and design for the ultimate extension of public infrastructure improvements into all of the Boundary Adjustment Area, as depicted on Exhibit 2, which will eventually become attached to and develop in Sun Prairie. The timely extension of such public infrastructure and the orderly phasing of urban growth and development will be greatly enhanced by the Plan.

The parties agree that special consideration should be given to roadway improvements to and development within the CTH C/Egre Road corridor as shown on Exhibit 3. Within this Agreement, the parties have established development guidelines within this corridor (see Section VIII herein.) Further, the parties have previously negotiated an intermunicipal agreement concerning roadway improvements. This agreement is signed and dated July 21/24, 2008 and is attached hereto as Exhibit 4.

- E. **Promote Preservation of Prime Farmland and Resources.** Windsor and Sun Prairie agree that the farmland located in Windsor is an irreplaceable resource which provides food and fiber for basic maintenance of the economy. Market forces, unguided by land use planning, would impinge on the viability of farming by introducing incompatible residential and commercial uses in the vicinity of farm operations. Further inappropriate residential growth may cause the value of farmland to increase to the point where farmers make an economic decision to abandon farming, which causes the withdrawal of valuable land from production. Windsor and Sun Prairie expressly intend to use this Agreement to prevent annexation and development pressure from leading to excessive and unnecessary conversion of farmland to other uses. In order to achieve those goals, in certain defined areas there will be a prohibition on land divisions and an agreement that Windsor will not oppose annexation, and in other areas there will be a prohibition against annexations.
- F. **Establish a Mechanism for Joint Planning.** Land uses in Windsor have historically often resulted from decisions and actions of other entities, public and private. As a result, both Windsor and Sun Prairie have often reacted to



forces driving land use decisions rather than anticipating and influencing those forces. While Town and Sun Prairie officials have met frequently, a regular process for dialogue has not existed in the past. This Plan allows Windsor and Sun Prairie to jointly plan for environmental corridors within the areas which are subject to this Agreement. Sun Prairie has provided extraterritorial zoning in a substantial portion of the lands subject to this Plan since 1993, and the process has worked with virtually no controversy. Nonetheless, the extraterritorial zoning process has been largely directed toward addressing current issues rather than jointly planning for the long-term future of the lands subject to this Agreement. This Plan provides for joint planning and cooperation in the management and control of stormwater. Sun Prairie and Windsor also believe that this Plan itself provides a mutually beneficial framework for joint discussion and planning; and that it will lead to a reduction in adversarial tension and promote intergovernmental cooperation, planning and problem solving for more efficient delivery of municipal services.

- G. **Orderly Urban Growth.** Without provision of urban services of municipal sewer and water, new development in Windsor within the Boundary Adjustment Area, depicted in Exhibit 2, could result in a patchwork of non-compact Windsor and "leapfrog" Sun Prairie growth. Windsor agrees to prohibit or restrict urban development in the Boundary Adjustment Area and to permit this area to be attached to and developed to Sun Prairie standards served by the full range of Sun Prairie municipal services and facilities. Windsor will be better able to focus upon planning for and serving the lower density areas outside the boundary line; and Sun Prairie development of the areas planned for urban development will promote a more uniformly compact, economical and orderly urban development under a single local jurisdiction. Windsor recognizes that expansion and technological enhancement of Sun Prairie's sewer plant and system is for protection of surface water resources, and agrees not to oppose expansion consistent with the goals of this Agreement.
- H. **Provide a Full Range of Urban Services Available to Areas of Windsor Annexed to Sun Prairie.** Municipal sewer and water, stormwater and transportation infrastructure will be constructed by Sun Prairie to serve new urban development within the Boundary Adjustment Area. These facilities will enhance public health through protection of ground and surface waters, and enhance public safety through availability of sufficient fire suppression water flows and adequate transportation systems. These public health and safety amenities will enhance the quality of life for both Windsor and Sun Prairie properties within the area at a time and upon such terms as reasonably established in the discretion of Sun Prairie.

- I. **Protect Property Rights.** Land use planning provides predictability and certainty to property owners. It 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 Agreement that private property ownership is the economic foundation of the economy, and that all rights, decisions and discretion not otherwise affected by land use plans must ultimately lie with property owners.
  - J. **Establish Long-Term Boundaries Between Sun Prairie and Windsor, Eliminate Annexation Disputes.** Like many urban towns located next to incorporated municipalities, Windsor has been involved in a number of annexation disputes. While these disputes have not directly involved Sun Prairie, the City has sometimes been drawn into them, due to its extraterritorial zoning and extraterritorial land division review jurisdiction, and the disputes have absorbed substantial amounts of Windsor's fiscal resources. The final long-term boundary sought by this Plan will recognize the legitimate needs of Sun Prairie to grow in an orderly manner and the need of Windsor to secure this final long-term boundary. The term and implementation phases of boundary adjustments under this Plan recognize and attempt to balance the competing desires of existing Windsor residential properties with the development needs of other Windsor property owners.
- V. **Current Land Use and Physiographic Conditions of the Boundary Adjustment Area Territory of the Comprehensive Plan.**

**Current Land Use Plans.** The City of Sun Prairie Comprehensive Plan includes recommendations for the timing and development of lands within the Boundary Adjustment Areas, as shown on excerpts from the Plan that are attached as Exhibit 5. The City's current Comprehensive Plan was adopted in 2009 under Wis. Stats. §66.1001 – the “smart growth” comprehensive planning statute. Windsor has adopted a number of Plans, beginning with its Land Use Plan adopted in 1978, its Comprehensive Plan adopted in 1993 and culminating with its Smart Growth Comprehensive Plan under Wis. Stats. § 66.1001 adopted in May 2005, as depicted in the map attached as Exhibit 6, and amended in September 2006. In particular, the Windsor Comprehensive Plan provides a general description of the physiographic conditions within Windsor, a demographic profile, household characteristics, population projections and a summary of existing and proposed land uses.

In 2002, the former Dane County Regional Planning Commission published a report based on the 2000 Decennial Census and the results of a 2000 land use inventory for the County. This report, entitled *Dane County and Community Data of 1970 to 2000*, provides updated data on the socioeconomic characteristics of both Windsor and Sun Prairie and the land use inventory for both communities. Land use changes and

development proposals within Windsor will be guided by Windsor's adopted Plans, Sun Prairie's adopted Plans, and the specific recommendations included within the Cooperative Boundary Plan.

VI. **Term of the Plan and Boundary Adjustment Period.**

- A. The term of this Plan shall commence upon the date of its approval by the Wisconsin Department of Administration and shall terminate at 11:59 p.m. on December 31, 2037. The term of the boundary adjustment period under this Plan shall also commence upon the date of approval by the Wisconsin Department of Administration and shall terminate at 11:59 p.m. on December 31, 2037, unless extended from year to year as provided in this Plan.
- B. The parties agree that they shall, not less than five (5) years prior to the expiration of this Agreement, commence discussions for a successor Boundary Agreement which shall address land uses and other issues of joint concern under the circumstances then existing between the communities.
- C. The parties agree to update this Agreement every five (5) years, or sooner at the request of Windsor or Sun Prairie.

VII. **Provisions For Land Uses and Delineation of the Boundaries Between Windsor and Sun Prairie.**

- A. **Restrictions.** The following conditions and restrictions shall govern the use of land and the actions of Windsor and Sun Prairie 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 regulations which are known in this section as "Development Proposals."
- B. **Annexation and Maintenance of Roads.** If Sun Prairie annexes land which includes road right-of-way but the area annexed is only part of the road, Sun Prairie and Windsor shall negotiate, prepare and execute an Agreement in good faith specifying the responsibilities for maintenance of the roads in a fashion which minimizes the inefficiency which otherwise might result from split responsibility for a length of roadway.
- C. **Other Governmental Actions.** The parties recognize that other governmental jurisdictions have certain authority in land use planning and regulations which neither party can control. Each party may take legal action, in its discretion, to support the provisions of this Agreement.

**VIII. Development Guidelines in the CTH C/Egre Road Corridor.**

To ensure that orderly development occurs in both Sun Prairie and Windsor, the municipalities have agreed to a set of development guidelines for U.S. Land Survey sections immediately adjacent to the CTH C/Egre Road Corridor. The Corridor shall be defined as the rights-of-way and adjacent lands along 1) CTH C from the southern boundary of Windsor to Egre Road, and 2) Egre Road from CTH C east to the eastern boundary of Windsor as depicted on Exhibit 3.

- A. No petition for rezoning, land division, conditional use permit, comprehensive plan amendment, or other development-related activity shall be approved in the Corridor, other than the issuance of building and occupancy permits on established lots for single-family homes or other permitted uses, without the consultation of and reasonable opportunity for input from the other party. This includes approvals of preliminary plats and concept plans. The purpose of this provision is to ensure that both parties have an opportunity to express concerns, raise questions, or seek additional information before either party grants any form of approval or indication of support for a particular project.
- B. Community Separation Parameters. The parties acknowledge a mutual desire to establish a boundary along the Token Creek corridor that will both help to preserve a substantial natural buffer along the creek, as well as provide a physical separation between the two communities. The following shall guide land use and development decisions that occur along this corridor:
  - 1. Token Creek shall serve as the permanent boundary between lands that may develop in Sun Prairie and in Windsor. All undeveloped lands located south and east of the creek within the planning area shall remain undeveloped unless and until they are annexed into Sun Prairie;
  - 2. The parties recognize the importance of the Token Creek corridor as a highly sensitive environmental resource in need of extraordinary protection from the impacts of land development activities. Toward this end, the parties shall strive to create a wide, undisturbed corridor along Token Creek;
  - 3. To the extent provided by law, both Sun Prairie and Windsor will enforce a minimum of a 75-foot setback from all wetlands and stream corridors within the portion of the Token Creek corridor located along and near the community boundary illustrated on Exhibit 2;
  - 4. Encroachments or modifications will not be permitted within mapped 100-year floodplain areas, unless deemed necessary by Sun Prairie and Windsor engineers for roadway and/or utility crossings or required stormwater management activities;

5. Steep slopes, wooded areas, and other sensitive features located along a stream corridor or wetland area will also be substantially preserved as undisturbed areas, even if these features are located outside of the 75-foot setback area;
6. Clustering of residential dwellings in order to expand the Token Creek corridor/separation area should be encouraged;
7. Minimum open space requirements associated with land development approvals along the Token Creek corridor should be primarily focused on protecting and expanding the corridor;
8. Open space and wetland/stream setback requirements should be met through the dedication of land to Windsor or Sun Prairie, or through the designation of commonly held outlots, to ensure that these lands are preserved in a natural state and do not become simply mowed yard areas. To the extent possible, these lands should be left in a natural state, or restored to a similar appearance through the planting of native species;
9. Signs identifying Token Creek open spaces shall be placed along the rear lot lines of homes in new developments backing up to these spaces to help avert the residential creep of rear yards into these spaces;
10. The parties may work together to establish recreational trails and conduct other joint open space planning for the Token Creek corridor.

C. Access Controls/Policies Along CTH C and Egge Road. The parties recognize that with increased development along this corridor will come an increase in traffic. Other factors, such as Sun Prairie's long-term plans to extend Egge Road at its eastern end to connect to U.S. 151, and future plans for additional development to the west in both Windsor and DeForest, will likely extend this problem. To ensure that planning and platting activities in the short-term account for the long-term transportation needs in this area, the following design guidelines shall apply to new plats and developments that occur along the CTH C/Egge Road Corridor:

1. Land dedications to achieve a street right-of-way of 100 feet along both Egge Road and CTH C shall be obtained as lands are platted and/or developed along the CTH C/Egge Road Corridor.
2. Access points along the corridor shall be minimized through the coordination of street intersections between developments located on opposite sides of CTH C and Egge Road.

3. Appropriate spacing of intersections and a coordination of access points between adjacent developments shall occur along the corridor as recommended by the Traffic Study Report as described in Section XII of this agreement.
  4. The provision of acceleration and deceleration lanes shall be required for new access points along the CTH C/Egre Road Corridor as determined to be necessary by traffic impact analyses.
  5. Given the topography present within the CTH C/Egre Road Corridor, sight distance and sight stopping distance studies shall be required associated with new street access points along the corridor.
- D. Land Use/Density/Intensity. The parties agree that development along the CTH C/Egre Road Corridor shall generally be low-density residential or open space in character. Windsor agrees to follow the density and open space provisions of its adopted Comprehensive Plan as development projects are reviewed and approved. Properties within the annexation area are generally limited in density due to sanitary sewer limitations and restrictions related to stormwater infiltration that will likely be imposed at the time the Urban Service Area is extended. The end result should be a development pattern that is fairly consistent and that retains significant areas of undeveloped public or commonly held open spaces.
- E. Development of Local Street Systems. The parties acknowledge the importance of developing a local street system that provides for internal flow within and between neighborhoods as a means of easing traffic pressure on arterial streets. To achieve such a system, the following guidelines shall be applied to new developments that are proposed within the planning area:
1. Multiple street connections should occur between subdivisions. New developments that abut vacant lands should provide a reasonable number of stub streets that will be extended when the adjacent lands are developed to provide cross-circulation. New developments that abut existing subdivisions shall extend and connect all existing stub streets into the new development.
  2. Internal street systems within subdivisions should be designed to provide a high level of connectivity. Cul-de-sac streets should be minimized in favor of connections that allow for more internal circulation.
  3. In general, new development areas should contain a system of collector streets that provide alternatives to the adjacent arterial streets for neighborhood circulation. The intent of such streets should be clear at

Annexation  
Area?

the time of platting to avoid future conflicts when these streets are extended and connected. The responsible municipality should consider neighborhood design techniques that minimize potential conflicts, such as limiting the number of residences fronting on such streets and minimizing driveways along these streets.

4. It is recognized that in some situations the direct connection of existing streets may not be possible or acceptable to all affected parties, or may negatively impact or be limited by environmentally sensitive features. In such instances, attempts to mitigate impacts through the use of indirect connections, traffic calming, or other solutions should be investigated. Eliminating the street connection altogether is discouraged and should be last alternative considered.

- F. Transitions between Sun Prairie and Windsor Neighborhoods. The parties recognize that there are often significant differences in character and intensity of development between Sun Prairie and Windsor developments. The parties agree that where the Token Creek corridor and/or arterial streets are not present to provide a transitional buffer between Sun Prairie and Windsor developments, design measures shall be taken to help create a smooth transition between the two. Such measures may include, but are not limited to, a transition in street infrastructure design, the extension of sidewalks to a logical point of termination within the neighborhood, and a transition in lot sizes near the boundary between the developments.

**IX. Attachment of Windsor Territory to Sun Prairie during the Plan Term.**

- A. Attachment of Lands within Boundary Adjustment Area. During the term of this Plan and at the discretion of Sun Prairie, there may be unlimited attachments of Windsor territory located in the Boundary Adjustment Area to Sun Prairie.
- B. Attachment Procedure. The procedure for attachment of all or any part of such territory from Windsor to Sun Prairie shall be as follows:
  1. The petition for attachment must be made in writing and must state the property owner's name, mailing address, tax key number(s) and legal description of the property proposed to be attached to Sun Prairie and be signed by all of the owners of all the land, exclusive of Town roads abutting such land. In addition, the property owners shall submit a scale map showing the location of the property to be attached and surrounding properties. The petition shall be filed with both the Town and the City Clerks' office. The Town Clerk shall place the petition on the next Town Board meeting agenda for information purposes. Not sooner than ten days after said filing of the petition, Sun Prairie may,

without further review and approval of the Town, and without mandatory review and recommendation by the City Plan Commission or any other sub-unit of the City, adopt, at its discretion, Attachment Ordinances by a majority of the elected members of its Common Council, attaching the territory constituting the Boundary Adjustment Area land attachment. Town territory included in such 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. The Attachment Ordinances may designate a temporary zoning classification for each parcel.

2. Following adoption of each such Attachment Ordinance, the City Clerk shall immediately file, record and send copies of the same, in accordance with Sec. 66.0217(9)(a), Wis. Stats, as incorporated by Sec. 66.0307(10). Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one. The information filed with the Secretary of State shall be utilized in making adjustments to entitlements under the federal revenue sharing program and distribution of funds under chapter 79, Wis. Stats., and to any successor or other federal or state entitlement or revenue-sharing program.
3. No land, other than Town roads adjacent to private property subject to a Boundary Adjustment Area Attachment, shall be attached to the City without the consent of the owner(s). Where a petition for attachment involves residential property occupied by electors other than the owner(s) (or land contract vendee), only the owner(s) have the right to consent to and petition for the attachment. Approval of resident electors shall not be required.

**X. Sun Prairie Extraterritorial Zoning and Land Division Authority.**

- A. 1. Sun Prairie adopted an Extraterritorial Zoning Ordinance in a portion of Windsor pursuant to Wis. Stats. § 62.23(7a). The parties agree that Sun Prairie's experience in administering the Extraterritorial Zoning Ordinance leads them to conclude that it is appropriate for Sun Prairie to continue to administer extraterritorial zoning authority.
2. Since Sun Prairie's adoption of its Extraterritorial Zoning Ordinance in 1993, DeForest has annexed portions of Windsor formerly subject to Sun Prairie's Extraterritorial Zoning Ordinance. Pursuant to Wis. Stats. § 66.0307(7m), the parties wish to revise Sun Prairie's extraterritorial zoning territory and extraterritorial land division review jurisdiction to reflect recent annexations and development activity since Sun Prairie's adoption of its Extraterritorial Zoning Ordinance. Exhibit 9 shows the



new extent of Sun Prairie's extraterritorial zoning and land division review area in Windsor as it will be after this Agreement has been approved by the State Department of Administration.

3. The Joint Extraterritorial Zoning Committee and Sun Prairie Council shall adopt amendments to Sun Prairie's Extraterritorial Zoning Ordinance to reflect the agreed changes to the extraterritorial area. Sun Prairie shall also proceed under Wis. Stats. § 236.10(5) to adopt a Resolution identifying the areas of its extraterritorial land division review jurisdiction over which it is waiving its right to approve land divisions lying westerly of the new ETZ and ETJ boundary identified on Exhibit 9, describing the revised area within which it shall review land divisions either by map or metes and bounds description.
- B. Sun Prairie hereby approves as the Comprehensive Plan for the lands described in Exhibit 9 the Windsor Comprehensive Plan adopted pursuant to Wis. Stats. § 66.1001. Sun Prairie agrees that the provisions of the Windsor Comprehensive Plan shall guide zoning decisions for the zoning of parcels in the lands described in Exhibit 9. Such zoning decisions shall be made at such time as development proposals are brought forward for such parcels. Windsor's Comprehensive Plan for the lands described in Exhibit 9 shall not be amended without Sun Prairie's prior approval.
- C. The Zoning Ordinance adopted hereunder shall continue in effect after the planning period ceases until a different Zoning Ordinance for the land described in Exhibit 9 is adopted under other applicable law or amended by agreement of the City and the Town. Sun Prairie's responsibility to adopt and administer zoning in the lands described in Exhibit 9 does not affect Dane County Shoreland Zoning or Floodplain Zoning. The portion of Sun Prairie's Extraterritorial Zoning Ordinance for Windsor shall continue to strictly conform to Subchap. V of Wis. Stats. Chap. 91.

**XI. DeForest Extraterritorial Land Division Review Authority.**

- A. DeForest has ETJ jurisdiction in a portion of Windsor pursuant to Wis. Stats. § 236.10(1)(b)2. The parties agree that it is in the best interest of all of the parties to have one uniform boundary for extraterritorial jurisdiction between Sun Prairie and DeForest involving properties in Windsor.
- B. Pursuant to Wis. Stats. § 66.0307(7m), and notwithstanding the provisions of Wis. Stats. §§ 62.23(7a)(a) and 66.0105, the boundary between the ETZ and ETJ authority of Sun Prairie and DeForest shall be the line so designated shown on Exhibit 9 throughout the planning period.

- C. DeForest shall proceed under Wis. Stats. § 236.10(5) to adopt and record a Resolution identifying the areas of its ETJ jurisdiction over which it is waiving its right to approve land divisions lying easterly of the new ETZ and ETJ boundary identified on Exhibit 9, describing the revised area within which it shall review land divisions either by map or metes and bounds description.
- XII. **Traffic Management District.** Sun Prairie and Windsor have recognized that traffic impacts in the highways under their jurisdiction have increased and are expected to increase further under pressure of further development over time. Sun Prairie and Windsor have previously adopted an amendment to their Intermunicipal Cooperation Agreement as specified in Exhibit 4, relating to cost allocations for future traffic improvements within areas inside Sun Prairie and extending westerly into Windsor (Exhibit 7). The funds collected by Sun Prairie through its Capital Improvements Program and by Windsor as traffic impact fees or through its Capital Improvement Fund for the lands within the Traffic Impact Study Area as specified in Exhibit 7 shall be applied exclusively to traffic management improvements as specified in Exhibit 4.
- XIII. **Windsor Waiver of Revenue Sharing.** Wis. Stats. § 66.0217(14)(a)2. provides that no revenue sharing is required by a city if annexations arise where the city and the town have entered into an agreement under Wis. Stats. § 66.0307. Accordingly, Windsor hereby disclaims and waives any right it may have to revenue sharing.
- XIV. **New and Amended Sun Prairie and Windsor Plans.**
- A. Sun Prairie and Windsor agree to amend their respective Comprehensive Plans to be consistent with the terms of this Agreement. The formulation and preparation of such amended Comprehensive Plans shall take place pursuant to the procedures herein.
- B. Sun Prairie and Windsor agree not to subsequently amend to update their Comprehensive Plans affecting lands within the Boundary Adjustment Area on Exhibit 2 or the CTH C/Egre Road corridor on Exhibit 3, unless the other party agrees to that amendment or update in writing. Such mutually agreeable Comprehensive Plan amendments shall automatically constitute amendments to Exhibit 5 and 6, respectively, without further action by Sun Prairie or Windsor.
- XV. **Stormwater Management and Control.** The water resources represented by the Token Creek basin in Windsor and Sun Prairie 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. The importance of management of the Creek is further emphasized by its listing as a Class III trout stream and its presence on Wisconsin's

303(d) list of impaired waters. Based on the importance of stormwater management, erosion control and infiltration in this watershed, as depicted on Exhibit 8, City and Town agree to:

- A. Work with local office of Wisconsin Department of Natural Resources, Dane County Land Conservation and the Army Corps of Engineers, as applicable to incorporate Best Management Practices for stormwater management into City and County Ordinances and into the review of development proposals, including, but not limited to, measures to enhance infiltration and water quality.
- B. Require stormwater management plans for all development proposals in this sub-watershed that meet the thresholds of Section 14.46 of the Dane County Erosion Control and Stormwater Management Ordinance, including on-site stormwater detention in such plans where appropriate.
- C. Work with the Department of Natural Resources, Dane County Land Conservation, the Army Corps of Engineers 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.

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

- A. **Air Quality Impacts.** Recommended land uses within the area covered by the Plan include a mix of low-density residential units, commercial development, conservancy, recreational and open space uses, and agricultural uses. Smoke stack type, heavy industrial uses are not anticipated. The primary air quality impacts associated with the Plan relate to transportation related impacts and impacts related to additional electric generating capacity needed to serve the additional development. Given the relatively close proximity of the Plan area to the Madison Metropolitan urban core, the parties believe that the Plan should have comparatively lower air quality impacts than comparable development which would occur further away from the urban core, which

would result in additional vehicle miles traveled, and additional air pollutants related to additional vehicular use.

- B. **Water Quality Impacts.** The entire Plan area will ultimately be served either by the Sun Prairie public water and sewer utilities or by private wells and on-site private waste water treatment systems, constructed and maintained in accordance with local and state regulations. Stormwater management planning and control will occur in conformance with the provisions included in Section XV of this Plan.

Sun Prairie will provide sanitary sewer/waste water collection services to the portion of the Plan area that will be located in Sun Prairie as urban services are extended and development occurs, through its Waste Water Treatment Plant, and will have adequate capacity to serve the Sun Prairie portion of the Boundary Adjustment Area. New structures in the Windsor portion of the Plan area will be served by private on-site waste water treatment systems, sited and maintained in conformance with local and state regulations.

- C. **Energy Use.** Given the proximity of the Plan area to the urban core, the Parties believe that the energy use impacts associated with the Plan will be comparatively lower than energy use impacts associated with development which would occur further away from the urban core. Natural gas will be provided to development within the Plan area by WE Energies and electricity will be provided to development within the Plan area by Sun Prairie Utilities or by such other utilities within whose service territory the affected portions of the Plan area are located.

- D. **Environmentally Sensitive Land.** Windsor's Comprehensive Plan currently provides conservation residential, general agricultural and recreational use of the lands within the Plan area. Windsor has purchased land within the Token Creek watershed to preserve open space and water quality. Sun Prairie's Westside Neighborhood Plan, which includes land within or adjacent to Plan area encourages the development of higher density, mixed-use neighborhoods with a wide variety of housing types, a full range of urban services, and a walkable, pedestrian-oriented development pattern. Such a pattern helps to mitigate the impacts of urban sprawl by housing more residents and commercial businesses over a smaller area of land, and the mixed-use nature of the development pattern can help to reduce dependence on the automobile by integrating housing, shopping, employment, and recreational uses within compact, cohesive neighborhoods.

All of the lands within the Plan area are covered by the parties' respective planning and land use documents as noted in Section V of this Agreement, the Dane County Water Quality Management Plan and the Dane County Land Use and Transportation Plan, which identify environmentally sensitive areas.

Windsor and Sun Prairie agree to use these adopted plans, where applicable, to guide the development which occurs within areas covered by this Agreement. Environmentally sensitive lands will be identified and preserved. Open space corridors provide opportunities to develop interconnected off-road pedestrian and bicycle trails to serve the neighborhoods. The preservation of open spaces also aids in the preservation of wildlife habitat within these urbanizing areas.

In summary, the Plan has evaluated the potential environmental consequences associated with the implementation of the Plan and has found no significant adverse environmental consequences to the natural environment, including air and water pollution and energy use. While development west of the boundary line between Windsor and Sun Prairie will continue to be primarily very low density, large lot, single family development, the Cooperative Boundary Plan allows Sun Prairie to fully develop and implement its neighborhood development plans for its west side which will result in the development of compact urban neighborhoods with the full range of urban services, including transit service. Sun Prairie has adopted a new Comprehensive Plan following the State's Comprehensive Planning (Smart Growth) legislation. Additional development in the Boundary Adjustment Area will also be guided by Sun Prairie's Comprehensive Plan. Sun Prairie and Windsor believe that this Plan will help to avoid the potential adverse environmental consequences of development patterns which are the result of developers placing communities in adversarial positions against one another for private benefit to the detriment of the public interest and the environment.

**XVII. Position on Dane County Farmland Initiative.** Sun Prairie and Windsor agree to support (which support shall not be construed to obligate either of them to any financial contribution) Dane County's program to purchase development rights from willing property owners only if the parties agree that: (a) such purchases promote the terms and purposes of this Agreement; and (b) provided the program is not being used to purchase development rights within the Boundary Adjustment Area, unless approved in writing by Sun Prairie.

**XVIII. Boundary Adjustment Area as Long-Term Boundary Between City of Sun Prairie and Town of Windsor.** The limits of Sun Prairie bordering Windsor, as expanded during the term of this Agreement through the annexation and development of the land described in Exhibit 2 shall constitute the long-term boundary between Sun Prairie and Windsor. Sun Prairie may annex areas within the lands described in Exhibit 2. Sun Prairie will not annex during the term of this Agreement, and hereby waives its right to annex portions of Windsor outside the land described in Exhibit 2, except with the approval of the Windsor Board. Windsor will not approve development on any of the parcels within the Boundary Adjustment Area unless also approved by Sun Prairie, and agrees that these parcels shall not be developed until annexed into Sun Prairie. Windsor further agrees not to object to further Urban Service Area expansions for properties located within the Boundary Adjustment Area.

**XIX. No Challenges to this Plan; Remedies.**

**A. Challenge to the Plan.**

1. The parties 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.

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

1. Either Sun Prairie or Windsor may seek specific performance of this Plan in addition to any other remedies available at law or in equity.
2. The breaching municipality shall pay the other's attorneys' fees reasonably incurred in seeking remedies for the breach.
3. If the breach involves development or an attachment or a challenge to an attachment, all taxes, assessments and other revenues realized by the breaching municipality from the subject property during the remaining term of the Plan shall be paid to the other municipality.

**XX. Amendment.** Any proposed amendment to Section X, Exhibit 9 or Section XI shall require approval of all parties to this Agreement. Any proposed amendment of any other Section or Exhibit shall only require approval by Sun Prairie and Windsor.

**XXI. Good Faith and Fair Dealing.** Sun Prairie and Windsor hereby acknowledge that this Plan imposes upon each of them a duty of good faith and fair dealing in its implementation.

**XXII. Invalid or Ineffective Ordinance.** 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, Sun Prairie and Windsor 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. Windsor and Sun Prairie 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 Sun Prairie or Windsor 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.

**XXIII. Implementation.** Windsor and Sun Prairie shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Plan.

**XXIV. Miscellaneous Interpretation.**

- A. **References.** Any references in this Plan to any particular agency, organization or officials shall be interpreted as applying to any successor agency, organization or official to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Plan to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.
- B. **Section Titles.** Section and subsection titles in this Plan are provided for convenience only and shall not be used in interpreting this Plan.
- C. **Governing Law.** This Plan shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.
- D. **Interpretation.** If any term, section or other portion of this Plan is reviewed by any administrative agency, court, mediator, arbitrator or other judicial or *quasi*-judicial entity, such entity shall treat this Plan as having been jointly drafted by both Sun Prairie and Windsor. By the terms of this Plan, neither municipal party shall benefit from not having drafted this document.
- E. **Entire Agreement.** The entire agreement of Sun Prairie and Windsor is contained in this Plan and it supercedes any and all oral representations and negotiations between the municipalities.

**XXV. Non-Discrimination.** In the performance of the services under this Plan, Sun Prairie and Windsor agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin, ancestry, income level, source of income, arrest record, conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Sun Prairie and Windsor 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.

**XXVI. Notices.** All notices by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the section(s), subsection(s), paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Contact Person 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 Contact Person by certified mail, return receipt requested (or equivalent private delivery service).

Each notice to Windsor shall be addressed as follows:

Town Chairperson  
Windsor Town Hall  
4084 Mueller Road  
DeForest, WI 53532

Each notice to Sun Prairie shall be addressed as follows:

Mayor  
City Hall  
300 East Main Street  
Sun Prairie, WI 53590

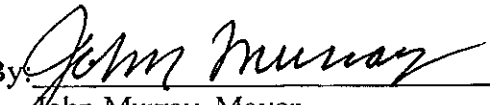
Each notice to DeForest shall be addressed as follows:

Village President  
DeForest Village Hall  
306 DeForest Street  
DeForest, WI 53532

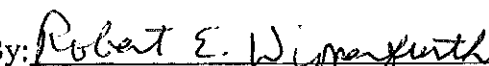
Each municipality may change its address (or add addresses for facsimile, electronic mail or other communications media) for purposes of this Agreement, by written notice to the other pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt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

**IN WITNESS WHEREOF**, Sun Prairie, Windsor and DeForest 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.

**CITY OF SUN PRAIRIE**

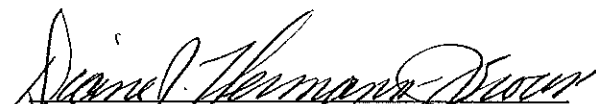
By:   
John Murray, Mayor

**TOWN OF WINDSOR**

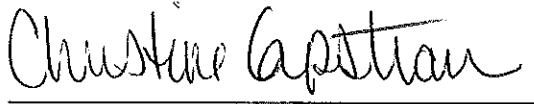
By:   
Robert E. Wipperfurth, Chairperson



ATTEST:

  
Diane Hermann-Brown, City Clerk

ATTEST:

  
Christine Capstran, Town Clerk

**VILLAGE OF DEFOREST**

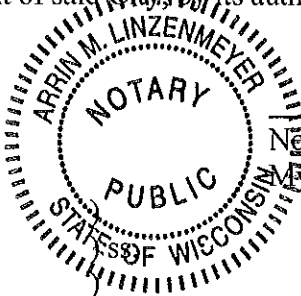
By:   
Judd Blau, Village President

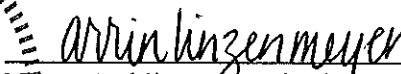
ATTEST:

  
LuAnn Leggett, Village Clerk

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF DANE                    )

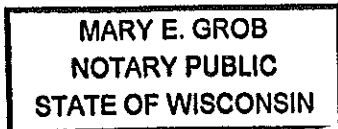
Personally came before me this 24<sup>th</sup> day of September, 2012, the above-named John Murray and Diane Hermann-Brown, known to me to be the Mayor and City Clerk of the City of Sun Prairie, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

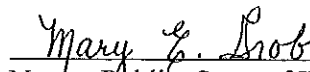


  
Notary Public, State of Wisconsin  
My Commission: August 17, 2014

STATE OF WISCONSIN  
COUNTY OF DANE

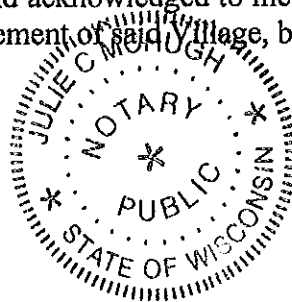
Personally came before me this 13<sup>th</sup> day of September, 2012, the above-named Robert E. Wipperfurth and Christine Capstran, known to me to be the Chairperson and Town Clerk of the Town of Windsor, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said Town, by its authority.



  
Notary Public, State of Wisconsin  
My Commission: 7-20-2014

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF DANE                )

Personally came before me this 18 day of September, 2012, the above-named Judd Blau and LuAnn Leggett, known to me to be the Village President and Village Clerk for the Village of DeForest, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said Village, by its authority.

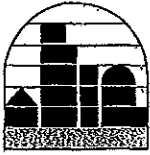


Julie C. McBligh  
Notary Public, State of Wisconsin  
My Commission: 9.29.13

4821-0683-0863, v. 1

# **Exhibits and Related Items and Supplemental Materials**

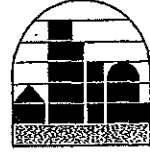
# TOWN OF WINDSOR



4084 Mueller Road, DeForest, WI 53532

◆ Phone (608) 846-3854 ◆ Fax (608) 846-2328

◆ [www.windsorwi.gov](http://www.windsorwi.gov)



City of Lodi  
City of Sun Prairie  
Columbia County Zoning Department  
Dane County Clerk  
Dane County Executive  
Dane County Planning and Development  
Dane County Regional Planning Commission  
DeForest Area School District  
DeForest Utilities  
Lake Windsor Sanitary District  
Lodi School District  
Madison Area Technical College  
Madison Metropolitan Sewerage District  
Madison Metropolitan School District  
Morrisonville Sanitary District  
Oak Springs Sanitary District  
Poynette School District  
Sun Prairie Municipal Utility Water/Light  
Town of Arlington  
Town of Burke

Town of Bristol  
Town of Hampden  
Town of Leeds  
Town of Lodi  
Town of Sun Prairie  
Town of Vienna  
Town of Westport  
Village of Arlington  
Village of Dane  
Village of DeForest  
Village of Poynette  
Village of Waunakee  
Waunakee Area School District  
Windsor Sanitary District #1  
Windsor Utility District No. 1, 3, 4, 5, 7  
Wisconsin Department of Administration  
Wisconsin Department of Agriculture, Trade  
and Consumer Protection  
Wisconsin Department of Natural Resources  
Wisconsin Department of Transportation

Date: July 18<sup>th</sup>, 2011

Subject: Resolution Authorizing Participation in the Preparation of a Cooperative Plan pursuant to Wis. Stats. 66.0307.

The Windsor Town Board adopted the attached resolution authorizing participation in the preparation of a cooperative plan with the City of Sun Prairie and the Village of DeForest pursuant to Wis. Stats. 66.0307. Please contact me at 608-846-3854 or [tina@windsorwi.gov](mailto:tina@windsorwi.gov) should you have any questions.

Regards,

Tina Butteris  
Finance Officer/Clerk-Treasurer

Enclosure

Cc: Windsor Town Board  
DeForest Village Board  
LuAnn Leggett, Village of DeForest

Sun Prairie City Common Council  
Diane Herman-Brown, City of Sun Prairie

RESOLUTION 2011-31

**AMENDED RESOLUTION AUTHORIZING PARTICIPATION  
IN THE COOPERATIVE PLANNING PROCESS PURSUANT  
TO WIS. STATS. § 66.0307 BETWEEN THE TOWN OF WINDSOR,  
THE CITY OF SUN PRAIRIE AND THE VILLAGE OF DEFOREST**

**WHEREAS**, the Town of Windsor ("Windsor") and the City of Sun Prairie ("Sun Prairie") have long shared amicable governmental relations; and

**WHEREAS**, the City of Sun Prairie adopted a Resolution on February 18, 2003, authorizing participation in a cooperative plan with the Town of Windsor in the form attached hereto as Exhibit "A"; and

**WHEREAS**, on March 6, 2003, the Windsor Town Board adopted Resolution No. 2003-4, authorizing participation in a cooperative plan with the City of Sun Prairie in the form attached hereto as Exhibit "B"; and

**WHEREAS**, with the adoption of an approved cooperative plan between the Town of Windsor and the Village of DeForest in 2010, opportunities have arisen to provide for mutually agreed extraterritorial jurisdiction boundaries between the City of Sun Prairie and the Village of DeForest over territories in the Town of Windsor, and the Town of Windsor has previously approved those boundaries with the Village of DeForest; and

**WHEREAS**, the addition of DeForest as a limited party to the Windsor-Sun Prairie cooperative plan to address the mutually agreed extraterritorial jurisdiction boundaries has created the necessity for adopting an Amended Resolution authorizing participation in the cooperative planning process pursuant to Wis. Stats. § 66.0307; and

**WHEREAS**, the City of Sun Prairie adopted a Resolution authorizing participation with the Village of DeForest in the Windsor-Sun Prairie cooperative planning process on June 7, 2011 in the form attached hereto as Exhibit "C"; and

**WHEREAS**, the Village of DeForest adopted a Resolution authorizing participation with the Town of Windsor and the City of Sun Prairie in their cooperative planning process on July 6, 2010 in the form attached hereto as Exhibit "D"; and

**WHEREAS**, the recitals in the Resolutions attached hereto as Exhibits "A" and "B" continue to be applicable;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Windsor that the Town of Windsor shall hereby participate with the City of Sun Prairie as well as the Village of DeForest in the cooperative planning process authorized under Wis. Stats. § 66.0307.

**BE IT FURTHER RESOLVED** that the further processing of the cooperative plan in accordance with Wis. Stats. § 66.0307(4), including the notices required thereunder, shall be accomplished in accordance therewith.

The above and foregoing Resolution was duly adopted at a regular meeting of the Town Board of the Town of Windsor on the 13<sup>th</sup> day of July, 2011.

**TOWN OF WINDSOR**

Robert E. Wipperfurth  
Robert E. Wipperfurth  
Town Board Chairperson

Donald G. Madslung  
Donald G. Madslung, Supervisor

Alan Buchner  
Alan Buchner, Supervisor

Bruce R. Stravinski  
Bruce R. Stravinski, Supervisor

Monica M. Smith  
Monica M. Smith, Supervisor

Attest:

Tina A. Butteris  
Tina A. Butteris  
Finance Officer/Clerk-Treasurer

4849-4863-9241, v. 0

**City of Sun Prairie, Wisconsin**

**JOINT RESOLUTION AUTHORIZING  
PARTICIPATION IN THE COOPERATIVE PLANNING  
PROCESS PURSUANT TO WIS. STATS. § 66.0307  
BETWEEN THE TOWN OF WINDSOR AND  
THE CITY OF SUN PRAIRIE**

**Presented:** February 18, 2003  
**Adopted:** February 18, 2003  
**File No.:** 9178  
**Resolution No.:** 03/19

**RESOLUTION**

**WHEREAS**, the Town of Windsor ("Windsor") and the City of Sun Prairie ("Sun Prairie") have long shared amicable governmental relations; and

**WHEREAS**, for over ten years Windsor and Sun Prairie have demonstrated successful intergovernmental cooperation in administering extraterritorial zoning of territory within Windsor; and

**WHEREAS**, the Town Board of the Town of Windsor recognizes the possibility that Windsor territory could become the subject of future annexation proceedings to bring such territory into Sun Prairie; and

**WHEREAS**, Windsor and Sun Prairie wish to continue their amicable relations and avoid any potential litigation between each other with respect to annexations; and

**WHEREAS**, staff from Windsor and Sun Prairie have met to review Sun Prairie's Master Plan, and to discuss cooperating in the planning of development and future boundaries as they relate to annexations from Windsor to Sun Prairie; and

**WHEREAS**, the Town Board of the Town of Windsor and the Common Council of the City of Sun Prairie find that in order to promote public health, safety, morals, order, convenience, prosperity, and general welfare, the Town of Windsor and City of Sun Prairie should participate in cooperative planning for the purpose of building and accomplishing a coordinated and harmonious development of territory in Windsor in accordance with existing and future needs of both Windsor and Sun Prairie, and to promote efficiency and economy in the process of development; and

**WHEREAS**, Wis. Stats. § 66.0307(4) requires each municipality that wishes to participate in the statutory cooperative planning procedure adopt a resolution authorizing participation in the preparation of a cooperative plan; and

**WHEREAS**, after each municipality has adopted this authorizing resolution, several procedural steps must be satisfied before any cooperative plan may become binding upon either Windsor or Sun Prairie pursuant to Wis. Stats. §66.0307(8) including but not limited to the following;

1. A joint public hearing must be held on the proposed plan at least 120 days after the adoption of the final authorizing resolution but at least 60 days before it is submitted to the Department of Administration for review.
2. All written comments submitted within 20 days of the above mentioned public hearing must be considered by each municipality.

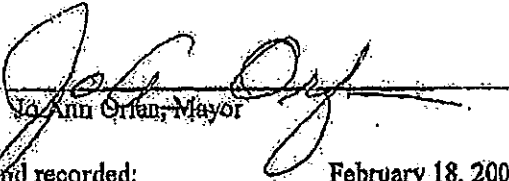
**EXHIBIT** A

3. A final plan must be adopted by resolution of the Town Board of the Town of Windsor and the Common Council of the City of Sun Prairie.
4. If called for, an advisory referendum must be held pursuant to Wis. Stats. §66.0307(4)(e).
5. The final plan must be approved by the Department of Administration.

**WHEREAS**, Sun Prairie agrees not to annex any territory in Windsor west of Highway C and north of Highway 19 during the cooperative planning period beginning with the final approval of this resolution by both municipalities authorizing participation in the cooperative planning process and ending with the final effective date of the approved cooperative plan pursuant to Wis. Stats. § 66.0307(3)(b) or until either the Town of Windsor or the City of Sun Prairie, by resolution adopted by its governing body, withdraws from the cooperative plan prior to submittal of a final plan to the Department of Administration.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Sun Prairie, Dane County, Wisconsin shall hereby participate with the Town of Windsor in the cooperative planning process authorized under Wis. Stats. § 66.0307.

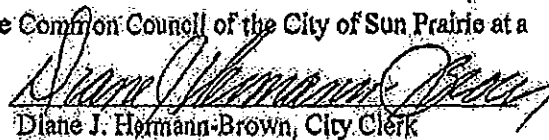
APPROVED:

  
Jo Ann Orlan, Mayor

Approved adopted and recorded:

February 18, 2003

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Sun Prairie at a meeting held on the 18<sup>th</sup> day of February 2003.

  
Diane J. Hermann-Brown, City Clerk



RESOLUTION NO. 2003-4

**JOINT RESOLUTION AUTHORIZING PARTICIPATION IN THE  
COOPERATIVE PLANNING PROCESS PURSUANT TO WIS. STATS. § 66.0307  
BETWEEN THE TOWN OF WINDSOR AND THE CITY OF SUN PRAIRIE**

**WHEREAS**, the Town of Windsor ("Windsor") and the City of Sun Prairie ("Sun Prairie") have long shared amicable governmental relations; and

**WHEREAS**, for over ten years Windsor and Sun Prairie have demonstrated successful intergovernmental cooperation in administering extraterritorial zoning of territory within Windsor; and

**WHEREAS**, the Town Board of the Town of Windsor recognizes the possibility that Windsor territory could become the subject of future annexation proceedings to bring such territory into Sun Prairie; and

**WHEREAS**, Windsor and Sun Prairie wish to continue their amicable relations and avoid any potential litigation between each other with respect to annexations; and

**WHEREAS**, staff from Windsor and Sun Prairie have met to review Sun Prairie's Master Plan, and to discuss cooperating in the planning of development and future boundaries as they relate to annexations from Windsor to Sun Prairie; and

**WHEREAS**, the Town Board of the Town of Windsor and the Common Council of the City of Sun Prairie find that in order to promote public health, safety, morals, order, convenience, prosperity, and general welfare, the Town of Windsor and City of Sun Prairie should participate in cooperative planning for the purpose of guiding and accomplishing a coordinated and harmonious development of territory in Windsor in accordance with existing and future needs of both Windsor and Sun Prairie, and to promote efficiency and economy in

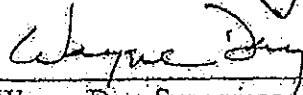
cooperative plan pursuant to Wis. Stats. § 66.0307(3)(f) or until either the Town of Windsor or the City of Sun Prairie, by resolution adopted by its governing body, withdraws from the cooperative plan prior to submittal of a final plan to the Department of Administration.

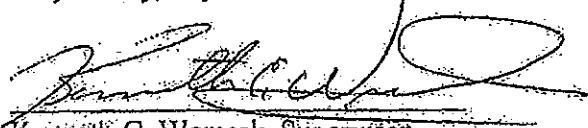
NOW, THEREFORE, be it resolved by the Town Board of the Town of Windsor that the Town of Windsor shall hereby participate with the City of Sun Prairie in the cooperative planning process authorized under Wis. Stats. § 66.0307.

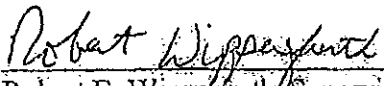
Adopted this 6 day of March, 2003.

TOWN OF WINDSOR

  
Alan J. Harvey, Town Board Chairperson

  
Wayne Day, Supervisor

  
Kenneth C. Womack, Supervisor

  
Robert E. Wipperfurth, Supervisor

  
Doug Helwig, Supervisor

ATTEST:

  
Cheryl L. Theis, Town Clerk

City of Sun Prairie, Wisconsin

A RESOLUTION AUTHORIZING  
PARTICIPATION IN A COOPERATIVE  
PLAN UNDER SECTION 66.0307 OF  
THE WISCONSIN STATUTES

Presented: June 7, 2011

Adopted: June 7, 2011

File Number: 11,366

Resolution No.: 11/053

RESOLUTION

The Common Council of the City of Sun Prairie, Dane County, Wisconsin, do hereby ordain as follows:

**WHEREAS**, Section 66.0307 of the Wisconsin Statutes authorizes municipalities to set the boundaries between and among themselves upon adopting and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements set forth in said sec. 66.0307; and

**WHEREAS**, the cooperative plan should be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with the existing and future needs, best promote public health, safety, morals, order, convenience, prosperity for the general welfare, as well as the efficiency and economy in the process of development; and

**WHEREAS**, cooperative planning and establishment of boundaries may be in the best interests of the participating municipalities and the purpose of this resolution is to authorize a special committee to participate with consenting municipalities in cooperative planning; and

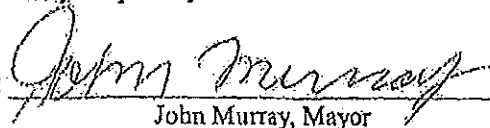
**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Sun Prairie be authorized to participate, pursuant to sec. 66.0307, Wis. Stats., with the Town of Windsor and the Village of DeForest and such other neighboring and contiguous municipalities as qualify for participation under sec. 66.0307, Wis. Stats., in the preparation of a cooperative plan which may include determining boundaries and preserving their respective boundaries which are mutually agreeable to the municipalities participating in the cooperative plan; and

**BE IT FURTHER RESOLVED**, that notice of this Resolution shall be given, in writing, by the Clerk of the City of Sun Prairie, within five (5) days after its adoption to the parties identified in sec. 66.0307(4)(a), Wis. Stats.

**BE IT FURTHER RESOLVED**, that the City be and hereby is authorized to enter into agreements with the Town of Windsor and the Village of DeForest for the purpose of binding said municipalities to the agreements pending final approval of the Cooperative Plan by the Wisconsin Department of Administration.

The above and foregoing Resolutions were duly adopted by roll call vote at a called and noticed meeting of the Common Council, on June 7, 2011.

Approved



John Murray, Mayor

Date Approved: June 7, 2011

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Sun Prairie at a meeting held on the 7<sup>th</sup> day of June, 2011.

EXHIBIT C

  
Diane Heymann Brown, City Clerk

Parties to whom notice shall be given:

1. The Wisconsin Department of Administration.
2. The Wisconsin Department of Natural Resources.
3. The Wisconsin Department of Agriculture, Trade and Consumer Protection.
4. The Wisconsin Department of Transportation.
5. The Clerk of the City of Sun Prairie.
6. Madison Area Technical College.
7. The Sun Prairie, Cross Plains, and Waunakee Community School Districts.
8. The Madison Metropolitan Sewerage District.
9. The Clerk of Dane County.
10. The Dane County Department of Planning and Development.

RESOLUTION 2010-066

A RESOLUTION AUTHORIZING THE PARTICIPATION OF THE VILLAGE IN THE PREPARATION OF A COOPERATIVE PLAN WITH THE CITY OF SUN PRAIRIE AND TOWN OF WINDSOR.

WHEREAS, the Town of Windsor and the City of Sun Prairie have begun the planning process to create a cooperative boundary plan pursuant to §66.0307, Wis. Stats.; and

WHEREAS, the Village has held discussions with officials of the Town and City with regard to incorporation of zoning and land division jurisdictional adjustments into the cooperative plans to improve long-range planning and to accommodate the interests of the various parties in orderly development; and

WHEREAS, the Village Board has determined that it is reasonable, appropriate and in the best interest of the Village to formally participate with the Town and City in the preparation and submittal of a cooperative plan for that purpose;

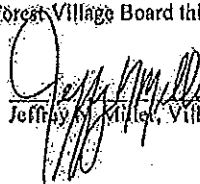
NOW, THEREFORE, BE IT RESOLVED by the DeForest Village Board, that:

1. The Village of DeForest shall participate in the preparation of a cooperative plan with the Town of Windsor and City of Sun Prairie under the procedures and standards set forth in §66.0307, Wis. Stats.;
2. The appropriate Village officers, staff and consultants are hereby authorized and directed to work with representatives of the Town of Windsor and City of Sun Prairie to prepare a cooperative plan for consideration by the Town Board, the Village Board and the Common Council;
3. The Village Clerk is directed to assure that written notice of the adoption of this resolution is provided within 5 days of adoption to the entities required under §66.0307, Stats.

ADOPTED at a regular meeting of the DeForest Village Board this 6<sup>th</sup> day of July, 2010.

Attest:

  
Erin Leggett, Village Clerk

  
Jeffrey Miller, Village President

Vote:

6-0

Date Adopted:

7.6.2010

EXHIBIT D



## VILLAGE OF DEFOREST

"Working Together  
Growing Together"

306 DeForest Street  
P.O. Box 510  
DeForest, Wisconsin 53532-0510

(608) 846-6751  
Fax (608) 846-6963

TO:

City of Sun Prairie	Sun Prairie Municipal Utility – Water/Light
City of Lodi	Sun Prairie Planning and Zoning
City of Madison	Sun Prairie School District
City of Monona	Sun Prairie Water Pollution Control
Columbia County Zoning Department	Town of Arlington
Dane County Clerk	Town of Blooming Grove
Dane County Executive	Town of Bristol
Dane County Planning and Development	Town of Burke
Dane County Regional Planning	Town of Cottage Grove
Commission	Town of Deerfield
Deerfield Community School District	Town of Hampden
DeForest Area School District	Town of Leeds
DeForest Utilities	Town of Lodi
Department of Agriculture, Trade &	Town of Medina
Consumer Protection	Town of Vienna
Town of Sun Prairie	Town of Westport
Department of Natural Resources	Town of York
Department of Transportation	Village of Arlington
Lake Windsor Sanitary District	Village of Cottage Grove
Lodi School District	Village of Dane
Madison Area Technical College	Village of Maple Bluff
Madison Metropolitan School District	Village of Marshall
Madison Metropolitan Sewerage District	Village of Poynette
Marshall Public School District	Village of Waunakee
Monona Grove School District	Waunakee Area School District
Morrisonville Sanitary District	Windsor Sanitary District No. 1
Oak Springs Sanitary District	Windsor Utility District 3, 4 & 5
Poynette School District	
State Department of Administration	

DATE: July 7, 2010

SUBJECT: Resolution Authorizing Participation in the Preparation of a Cooperative Plan pursuant to Wis. Stats. 66.0307

On July 6, 2010, the DeForest Village Board adopted a resolution authorizing participation in the preparation of a cooperative plan with the City of Sun Prairie and Town of Windsor pursuant to Wis. Stats. 66.0307. Attached is a copy of the resolution for your files.

If you have any questions, I can be contacted at 608-846-6751. Thank you for your cooperation in this matter.

Sincerely,

  
LuAnn Leggett  
Village Clerk

Cc: Steve Fahlgren, Village Administrator  
DeForest Village Board  
Sun Prairie City Common Council

Tina Butteris, Town of Windsor  
Town Board, Town of Windsor  
Diane Hermann-Brown, City of Sun Prairie

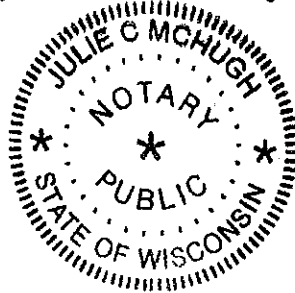


I, LuAnn Leggett, do hereby certify that I am the duly appointed and acting Clerk for the Village of DeForest, Dane County, State of Wisconsin and that attached hereto is a true and correct copy of Resolution 2010-011 A Resolution Authorizing the Participation of a Cooperative Plan Pursuant to Wisconsin Stats 66.03.07. I further certify that the Resolution was mailed to the recipients found on Exhibit A:

  
Lu Anh Leggett, Village Clerk

[illegible]

Joseph C. McLaughlin  
Notary Public Dane County, Wisconsin  
My Commission Expires: 9/29/13





# EXHIBIT A

- |   |   |  |
|---|---|--|
| ✓ State Department of Administration<br>Michael Morgan, Secretary<br>101 E. Wilson St<br>Madison, WI 53703                                  | ✓ Wisconsin Department of Natural Resources<br>101 S. Webster Street<br>PO Box 7921<br>Madison, WI 53707-7921                 | ✓ Wisconsin Department of Agriculture, Trade and<br>Consumer Protection<br>PO Box 8911<br>Madison, WI 53708-8911             |
| ✓ Wisconsin Department of Transportation<br>2101 Wright Street<br>Madison, WI 53704-2583  | ✓ Robert Ohlsen, Dane County Clerk<br>City County Building, Room 106A<br>210 Martin Luther King Jr. Blvd<br>Madison, WI 53703 | ✓ Dane County Department of Planning and<br>Development<br>210 Martin Luther King Jr. Blvd.<br>Room 116<br>Madison, WI 53703 |
| ✓ City of Sun Prairie<br>Diane Hermann-Brown, Clerk<br>300 E. Main St.<br>Sun Prairie, WI 53590   | ✓ DeForest Area School District<br>Dr. Jon Bales, Superintendent<br>520 E. Holum Street<br>DeForest, WI 53532                 | ✓ Kathleen Falk<br>Dane County Executive<br>210 Martin Luther King Jr Blvd<br>Madison WI 53703                               |
| ✓ Lake Windsor Sanitary District<br>PO Box 411<br>Windsor, WI 53598   | ✓ Lodi School District<br>Michael Shimshak, Superintendent<br>115 School Street<br>Lodi, WI 53555                             | ✓ Madison Area Technical College<br>Bettsey Barhorst, President<br>3550 Anderson Street<br>Madison, WI 53704                 |
| ✓ Madison Metropolitan School District<br>Daniel Nerad, Superintendent<br>545 W Dayton St<br>Room 100<br>Madison, WI 53703                  | ✓ Madison Metropolitan Sewerage District<br>1610 Moorland Road<br>Madison, WI 53713   | ✓ Morrisonville Sanitary District<br>PO Box 200<br>4676 CTH DM<br>Morrisonville, WI 53571-0200                               |
| ✓ Oak Springs Sanitary District<br>Peter Byfield, Secretary<br>4534 S. Hill Ct.<br>DeForest, WI 53532                                       | ✓ Poynette School District<br>Barbara Wolfe, District Administrator<br>108 N. Cleveland Street<br>Poynette, WI 53955          | ✓ Sun Prairie Municipal Utility – Water/Light<br>125 W. Main Street<br>Sun Prairie, WI 53590                                 |
| ✓ Sun Prairie Planning & Zoning<br>Scott Kugler, Director of Planning<br>300 E. Main Street, 2 <sup>nd</sup> Floor<br>Sun Prairie, WI 53590 | ✓ Sun Prairie School District<br>Dr. Tim Culver, Superintendent<br>501 South Bird Street<br>Sun Prairie, WI 53590             | ✓ Dane County Regional Planning Commission<br>30 West Mifflin St Ste 402<br>Madison WI 53703                                 |
| ✓ Town of Bristol<br>Sandy Klistner, Clerk<br>7747 County Road N<br>Sun Prairie, WI 53590   | ✓ Town of Hampden<br>Diane Guenther, Clerk<br>W2806 Bristol Road<br>Columbus, WI 53925  | ✓ Town of Leeds<br>Karen Kampen, Clerk<br>N1485 Pribbenow Drive<br>Arlington, WI 53911                                       |
| ✓ Town of Vienna<br>Robert Pulvermacher, Clerk<br>7161 County Road I<br>DeForest, WI 53532  | ✓ Town of Westport<br>Thomas Wilson, Clerk<br>5387 Mary Lake Road<br>Waunakee, WI 53597                                       | ✓ Town of Lodi<br>April Goeske, Clerk<br>125 Lodi Street<br>PO Box 310<br>Lodi, WI 53555                                     |
| ✓ Village of Waunakee<br>Julee Helt, Clerk<br>500 W. Main St<br>Waunakee, WI 53597  | ✓ Waunakee Area School District<br>Kandy Guttentberg, Superintendent<br>905 Bethel Circle<br>Waunakee, WI 53597               | ✓ Windsor Sanitary District No. 1<br>PO Box 473<br>Windsor, WI 53598   |

✓ DeForest Utilities  
306 DeForest St  
DeForest WI 53532

Windsor Utility District 3, 4 & 5  
✓ 4084 Mueller Road  
DeForest WI 53532

✓ Village of Arlington  
200 Commercial St  
PO Box 207  
Arlington WI 53911

✓ Town of Sun Prairie  
5556 Twin Lane Road  
Marshall WI 53559

✓ Town of Burke  
Brenda Ayres, Clerk  
5365 Reiner Road  
Madison, WI 53718

✓ Village of Dane  
Becky Simpson, Clerk  
102 W. Main Street  
PO Box 168  
Dane, WI 53529

✓ Town of Windsor  
Tina Butteris, Clerk  
4084 Mueller Road  
DeForest, WI 53532

✓ Columbia County Zoning Department  
John Bluemke  
400 DeWitt Street  
Portage, WI 53901

✓ Town of Arlington  
Mary Mielke, Clerk  
200 Commercial Street  
Arlington, WI 53911

✓ Village of Poynette  
Daniel Guild, Clerk  
106 S. Main Street  
PO Box 95  
Poynette, WI 53955

✓ City of Lodi  
Adele M. Van Ness, Clerk  
130 S. Main Street  
Lodi, WI 53555

✓ Windsor Town Board  
4084 Mueller Road  
DeForest WI 53532

✓ City of Madison  
Maribeth Witzel-Behl, Clerk  
210 Martin Luther King Jr. Blvd, Rm 103  
Madison, WI 53703

✓ Village of Maple Bluff  
Sandra L. Wilke, Clerk  
18 Oxford Place  
Madison, WI 53704

✓ Town of Blooming Grove  
Mike Wolf, Clerk  
1880 S. Stoughton Road  
Madison, WI 53716

✓ City of Monona  
Joan Andrusz, Clerk  
5211 Schluter Road  
Monona, WI 53716-2598

✓ Town of Cottage Grove  
Kim Banigan, Clerk  
4058 County Road N  
Cottage Grove, WI 53527

✓ Village of Cottage Grove  
Deb Winter, Clerk  
221 E Cottage Grove Road  
Cottage Grove, WI 53527

✓ Village of Marshall  
Sue Peck, Clerk  
130 S Pardee  
PO Box 45  
Marshall, WI 53559-0045

✓ Town of Deerfield  
Betty Duckert, Clerk  
3611 County Road O  
Cambridge, WI 53523

✓ Town of Medina  
Jean Johnson, Clerk  
50 East Waterloo Road  
Waterloo, WI 53594

✓ Town of York  
Marilyn Wieland, Clerk  
185 Hoene Road  
Columbus, WI 53925-9104

✓ Monona Grove School District  
Craig Gerlach, Superintendent  
5301 Monona Drive  
Monona, WI 53716

✓ Marshall Public School District  
Barb Sramek, District Administrator  
PO Box 76  
Marshall, WI 53559

✓ Deerfield Community School District  
Michelle Jensen, Superintendent  
300 Simonson Blvd.  
Deerfield, WI 53531

✓ City of Sun Prairie  
Attn Common Council Members  
300 E. Main St.  
Sun Prairie, WI 53590

✓ Sun Prairie Water Pollution Control  
Attn John Krug  
300 E Main Street  
Sun Prairie, WI 53590



**CERTIFICATE OF CLERK  
AFFIDAVIT OF MAILING**

I, Tina Butteris, do hereby certify that I am the duly appointed and acting Clerk for the Town of Windsor, Dane County, State of Wisconsin and that attached hereto is a true and correct copy of Resolution 2011-31 A Amended Resolution Authorizing participation in the Cooperative Planning Process Pursuant to Wis. Stats. § 66.0307 Between the Town of Windsor, the City of Sun Prairie and the Village of DeForest.

I further certify that the Resolution was mailed to the recipients found on Exhibit A.

Dated this the 19 day of July, 2011.

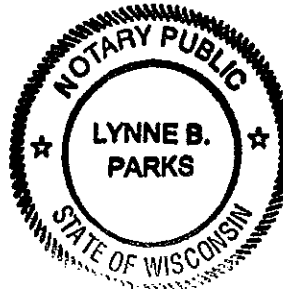
Tina Butteris  
Tina Butteris, Clerk

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN    )  
  )ss.  
DANE COUNTY                )

Personally came before me this the 20<sup>th</sup> day of July, 2011 the above named Tina Butteris, Clerk to me known to be the person who executed the foregoing instrument and acknowledge the same.

Lynne B. Parks  
Notary Public Dane county, Wisconsin  
My Commission Expires: 07-20-2014



**Exhibit A**  
**MAILING LIST FOR RESOLUTION 2011-31**

WI Department of Administration	Secretary	101 E. Wilson St.	Madison, WI 53703
Wisconsin Department of Natural Resources	101 S. Webster St.	PO Box 7921	Madison, WI 53707-7921
Wisconsin Department of Agriculture,	Trade and Consumer Protection	PO Box 8911	Madison, WI 53708-8911
Wisconsin Department of Transportation	2101 Wright St.	Madison, WI 53704-2583	
Clerk, Dane County	City County Building, Room 106A	210 Martin Luther King Jr. Blvd.	Madison, WI 53703
Dane County Department of Planning and Development		210 Martin Luther King Jr. Blvd., Room 116	Madison, WI 53703
City of Sun Prairie Clerk	300 E. Main St.	Sun Prairie, WI 53590	
DeForest Area School District Superintendent	520 E. Holum St.	DeForest, WI 53532	
Executive, Dane County	210 Martin Luther King Jr. Blvd.	Madison, WI 53703	
District, Lake Windsor Sanitary	PO Box 411	Windsor, WI 53598	
Lodi School District Superintendent	115 School St.	Lodi, WI 53555	
President, Madison Area Technical College	3550 Anderson St.	Madison, WI 53704	
Madison Metropolitan School District Superintendent	545 W. Dayton St.	Room 100	Madison, WI 53703
District, Madison Metropolitan Sewerage	1610 Moorland Rd.	Madison, WI 53713	
District, Morrisonville Sanitary	PO Box 200	Morrisonville, WI 53571-0200	
District, Oak Springs Sanitary	Peter Byfield, Secretary	4534 S. Hill Ct.	DeForest, WI 53532
Poynette School District Administrator	108 N. Cleveland St.	Poynette, WI 53955	
Water/Light, Sun Prairie Municipal Utility -	125 W. Main St.	Sun Prairie, WI 53590	
Sun Prairie School District Superintendent	501 South Bird St.	Sun Prairie, WI 53590	
Commission, Dane County Regional Planning	30 West Miffling St., Ste 402	Madison, WI 53703	
Town of Bristol Clerk	7747 County Rd N	Sun Prairie, WI 53590	
Town of Hampden Clerk	W2806 Bristol Rd.	Columbus, WI 53925	
Town of Leeds Clerk	N1485 Pribbenow Dr.	Arlington, WI 53911	
Town of Vienna Clerk	7161 County Rd. I	DeForest, WI 53532	
Town of Westport Clerk	5387 Mary Lake Rd.	Waunakee, WI 53597	
Town of Lodi Clerk	125 Lodi St.	PO Box 310	Lodi, WI 53555
Village of Waunakee Clerk	500 W. Main St.	Waunakee, WI 53597	
Waunakee Area School District Superintendent	905 Bethel Cir.	Waunakee, WI 53597	
Utilities, DeForest	306 DeForest St.,	DeForest, WI 53532	
Windsor Utility District 1, 3, 4, 5, 7	4084 Mueller Rd.	DeForest, WI 53532	
Village of Arlington	200 Commercial St.	PO Box 207	Arlington, WI 53911

**CERTIFICATE OF CLERK  
AFFIDAVIT OF MAILING**

I, Tina Butteris, do hereby certify that I am the duly appointed and acting Clerk for the Town of Windsor, Dane County, State of Wisconsin and that attached hereto is a true and correct copy of Resolution 2011-31 A Amended Resolution Authorizing participation in the Cooperative Planning Process Pursuant to Wis. Stats. § 66.0307 Between the Town of Windsor, the City of Sun Prairie and the Village of DeForest.

I further certify that the Resolution was mailed to the recipients found on Exhibit A.

Dated this the 19 day of July, 2011.

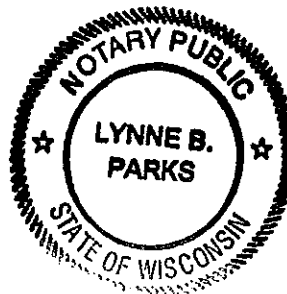
Tina Butteris  
Tina Butteris, Clerk

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN    )  
  )ss.  
DANE COUNTY                )

Personally came before me this the 20<sup>th</sup> day of July, 2011 the above named Tina Butteris, Clerk to me known to be the person who executed the foregoing instrument and acknowledge the same.

Lynne B. Parks  
Notary Public Dane county, Wisconsin  
My Commission Expires: 07-20-2014



Town of Sun Prairie	5556 Twin Lane Rd.	Marshall, WI 53559	
Town of Burke Clerk	5365 Reiner Rd.	Madison, WI 53718	
Village of Dane Clerk	102 W. Main St.	PO Box 168	Dane, WI 53529
Village of DeForest Clerk	306 DeForest St.	PO Box 510	DeForest, WI 53532
Columbia County Zoning Department	400 DeWitt St.	Portage, WI 53901	
Town of Arlington Clerk	200 Commerical St.	Arlington, WI 53911	
Village of Poynette Clerk	106 S. Main St.	PO Box 95	Poynette, WI 53955
City of Lodi Clerk	130 S. Main St.	Lodi, WI 53555	
Board, DeForest Village	306 DeForest St.	PO Box 510	DeForest, WI 53532-0510
City of Sun Prairie Common Council	300 E. Main St.,	Sun Prairie, WI 53590	
Windsor Sanitary District No 1	PO Box 473	Windsor, WI 53598	

**RESOLUTION 2012-33  
TOWN OF WINDSOR**

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL  
COOPERATIVE PLAN AND AUTHORIZING SUBMISSION TO  
THE WISCONSIN DEPARTMENT OF ADMINISTRATION**

**WHEREAS**, the Town of Windsor, City of Sun Prairie and Village of DeForest have negotiated an Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "A" regarding boundary changes and other urban growth and delivery of municipal service issues pursuant to an approved Cooperative Plan in accordance with Wis. Stats. § 66.0307; and

**WHEREAS**, the Town of Windsor, City of Sun Prairie and Village of DeForest held a joint public hearing on May 29, 2012 to consider comments on the draft Cooperative Plan; and

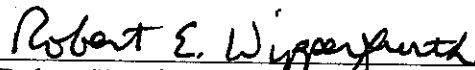
**WHEREAS**, the Town of Windsor, City of Sun Prairie and Village of DeForest have not received any written comments submitted to any municipality before, at or within 20 days following the May 29, 2012 hearing;

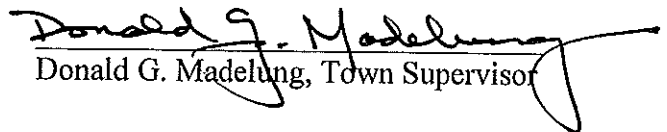
**NOW THEREFORE, BE IT RESOLVED**, that the Windsor Town Chairperson and Clerk be and are hereby authorized to execute the Intergovernmental Cooperative Plan attached hereto as Exhibit "A" between the Town of Windsor, City of Sun Prairie and Village of DeForest, as well as any other documents related thereto or required thereby, in the form approved by the Town Attorney.

**BE IT FURTHER RESOLVED** that the Town Board hereby directs all necessary staff to participate in the submission of the final version of the Cooperative Plan to the Wisconsin Department of Administration for approval and to take any other steps deemed necessary by the Windsor Town Attorney in obtaining approval of the final version of the Cooperative Plan by the Wisconsin Department of Administration.

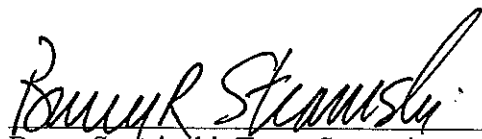
The above and foregoing resolution was duly adopted by the Town Board of the Town of Windsor, Dane County, Wisconsin at a meeting held on the 2<sup>nd</sup> day of August, 2012 by a vote of 4 ayes and 0 nays.

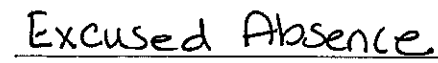
**TOWN OF WINDSOR**


  
Robert E. Wipperfurth, Town Chairman

  
Donald G. Madelung, Town Supervisor




  
Bruce Stravinski, Town Supervisor

  
Alan Buchner, Town Supervisor

  
Monica M. Smith, Town Supervisor

Attest:

  
Christine Capstran  
Clerk

**RESOLUTION 2012-053**

**A RESOLUTION APPROVING A COOPERATIVE PLAN WITH THE TOWN OF WINDSOR AND CITY OF SUN PRAIRIE PURSUANT TO SECTION 66.0307, WIS. STATS.**

**WHEREAS**, §66.0307, Wis. Stats., authorizes municipalities to determine the boundary lines between themselves upon approval of a Cooperative Plan by the State of Wisconsin Department of Administration; and

**WHEREAS**, the Village, the Town of Windsor and the City of Sun Prairie have negotiated the terms of a Cooperative Plan, a copy of which is attached hereto as Exhibit A; and


**WHEREAS**, the Village, Town and City held a joint public hearing on the Cooperative Plan on May 29, 2012, to solicit input on the proposed Plan, in accordance with §66.0307(4)(b), Wis. Stats.; and

**WHEREAS**, the Village, Town and City have considered all comments received at the public hearing or in writing within 20 days following the close of the public hearing;

**NOW, THEREFORE, BE IT RESOLVED**, that the Village Board of the Village of DeForest does hereby adopt the Cooperative Plan attached hereto as Exhibit A and the Village President and Clerk are hereby authorized to execute the Cooperative Plan on behalf of the Village.

**BE IT FURTHER RESOLVED** that the Village President and Village Clerk are hereby authorized to execute any related documents in a form approved by the Village Attorney and to cooperate with the Town of Windsor and City of Sun Prairie in causing the Cooperative Plan, together with all written comments and other supporting documents, to be filed with the State of Wisconsin Department of Administration for approval in accordance with §66.0307, Wis. Stats; and the Village Attorney and other necessary Village staff shall cooperate with the Town of Windsor, City of Sun Prairie and the Department and shall participate in all Department proceedings regarding the Cooperative Plan.

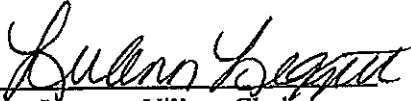
Adopted at a regular meeting of the Village Board this 7<sup>th</sup> day of August, 2012.

  
\_\_\_\_\_  
Judd Blau, Village President

Attest:  
  
\_\_\_\_\_  
LuAnn Leggett, Village Clerk

### **CERTIFICATION OF VILLAGE CLERK**

I, Lu Ann Leggett, the duly appointed and acting Clerk of the Village of DeForest, hereby certify that the foregoing Resolution 2012-053 was duly adopted at a properly noticed meeting of the DeForest Village Board on a vote of 7 "Ayes" and 0 "Nays" on the 7<sup>th</sup> day of August, 2012.

  
LuAnn Leggett, Village Clerk

City of Sun Prairie, Wisconsin

ADOPTING THE FINAL VERSION OF THE CITY OF SUN PRAIRIE, THE TOWN OF WINDSOR, AND THE VILLAGE OF DEFOREST COOPERATIVE PLAN, UNDER SECTION 66.0307, WISCONSIN STATUTES, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PLAN AND DIRECTING THE CITY ATTORNEY AND CITY PLANNER TO SUBMIT THE PLAN TO THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION FOR APPROVAL.

Presented: August 7, 2012

Adopted: August 7, 2012

File Number: 11,604

Resolution No.: 12/099

RESOLUTION

WHEREAS, Sec. 66.0307, Wis. Stats., authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative boundary plan by the State Department of Administration; and

WHEREAS, on June 7, 2011, the City of Sun Prairie adopted a resolution authorizing participation in the preparation of a cooperative plan with the Town of Windsor and the Village of DeForest, pursuant to said statute; and

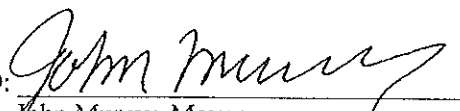
WHEREAS, the three municipalities have subsequently drafted the proposed Intergovernmental Cooperative Plan under Wis. Stats. ss 66.0307 among the City of Sun Prairie, the Town of Windsor, and the Village of DeForest, dated May 14, 2012; have held a joint public hearing thereon on May 29, 2012, to solicit input on the proposed Plan, in accordance with Sec. 66.0307(4)(b), Wis. Stats.; and no public hearing testimony nor written comments concerning the Plan were received; and

WHEREAS, the Committee of the Whole reviewed the cooperative boundary plan at a public meeting held on July 24, 2012, and recommended approval of the cooperative agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Sun Prairie does hereby adopt the final version of the Intergovernmental Cooperative Plan under Wis. Stats. ss 66.0307 among the City of Sun Prairie, the Town of Windsor, and the Village of DeForest, dated May 14, 2012; and the Mayor and City Clerk are hereby authorized to execute the Plan in a form approved by the City Attorney.

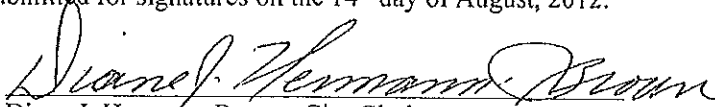
BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute any related documents in a form approved by the City Attorney; that the City Attorney and City Planner are hereby directed to submit the said Cooperative Plan, together with all written comments and other supporting documents, to the State of Wisconsin Department of Administration for approval in accordance with Sec. 66.0307, Wis. Stats.; and the City Attorney, City Planner, and other necessary City staff shall cooperate with the participating municipalities and the Department and shall participate in all Department proceedings regarding the said Cooperative Plan.

APPROVED:

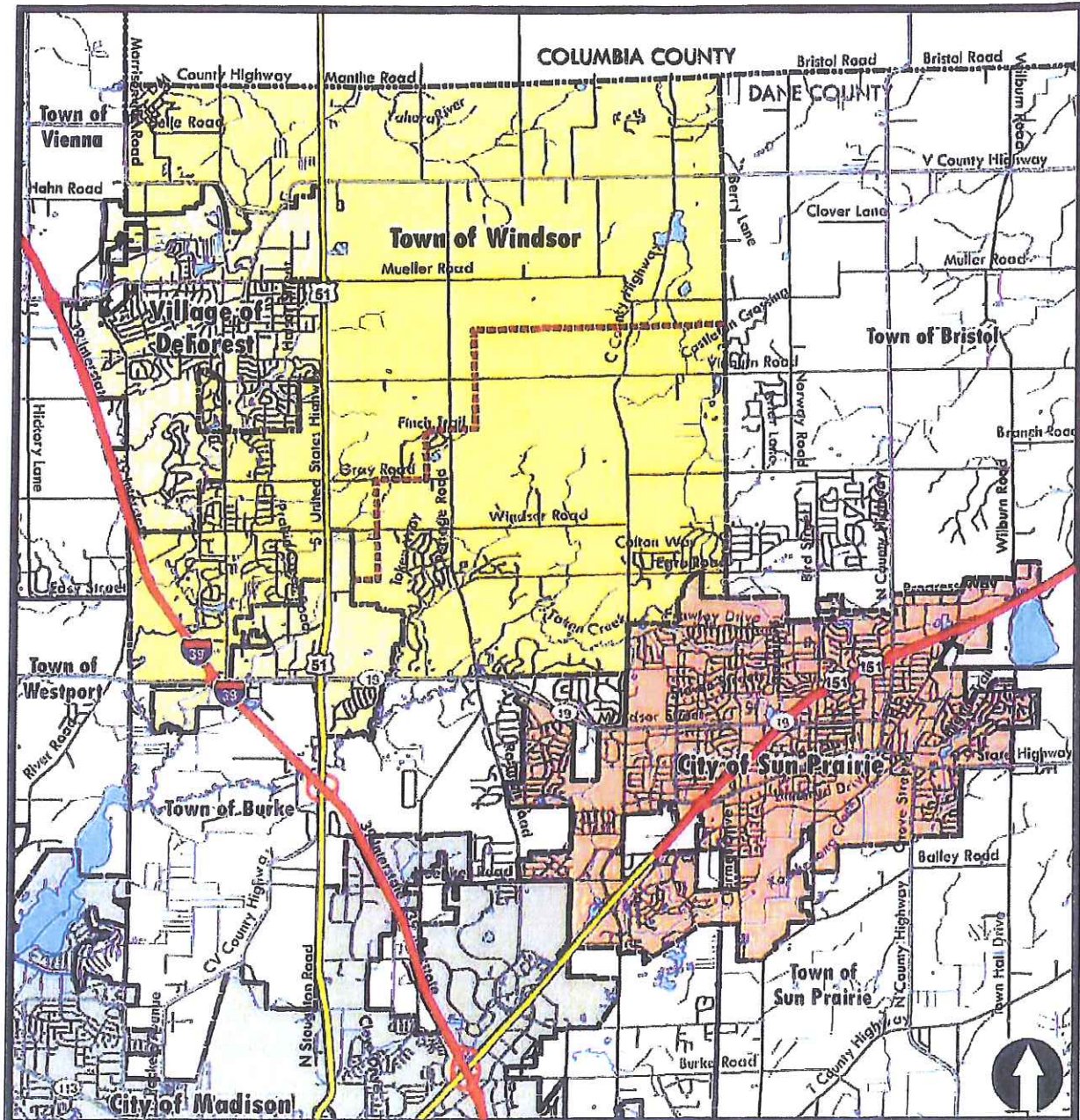
  
John Murray, Mayor

Date Approved: August 7, 2012

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Sun Prairie at a meeting held on the 7<sup>th</sup> day of August 2012, and submitted for signatures on the 14<sup>th</sup> day of August, 2012.

  
Diane J. Hermann-Brown, City Clerk

# EXHIBIT 1







**Exhibit 1: Municipal Boundaries**

January 5, 2012

Source: Dane County LIO; GRAEF

Miles

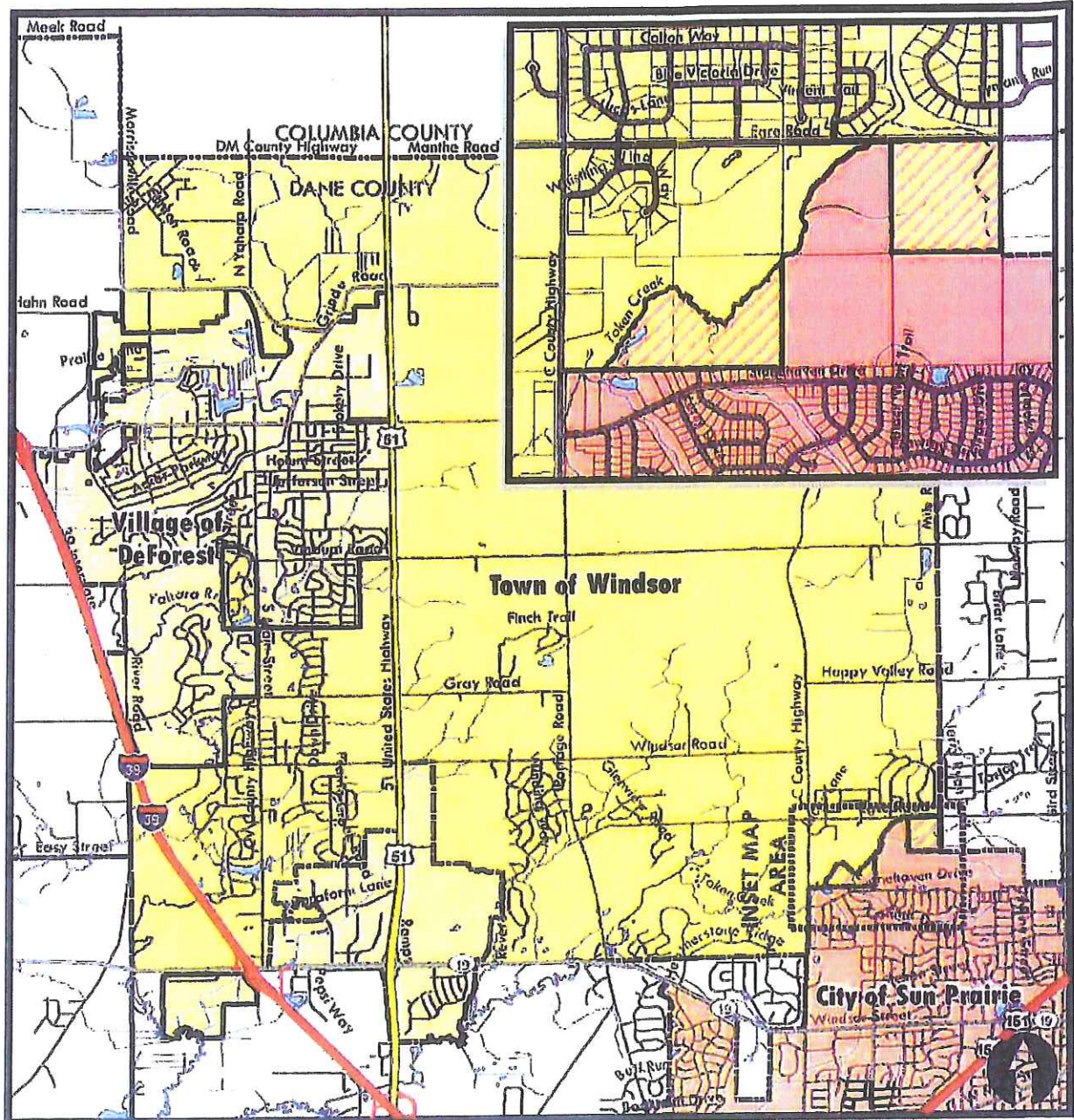
0 0.5 1 2

-  City of Sun Prairie
-  Town of Windsor
-  Village of DeForest
-  City of Madison

 Current Sun Prairie/Windsor ETZ Boundary



## EXHIBIT 2


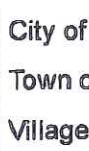
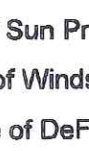



**Exhibit 2: Boundary Adjustment Area**

January 5, 2012

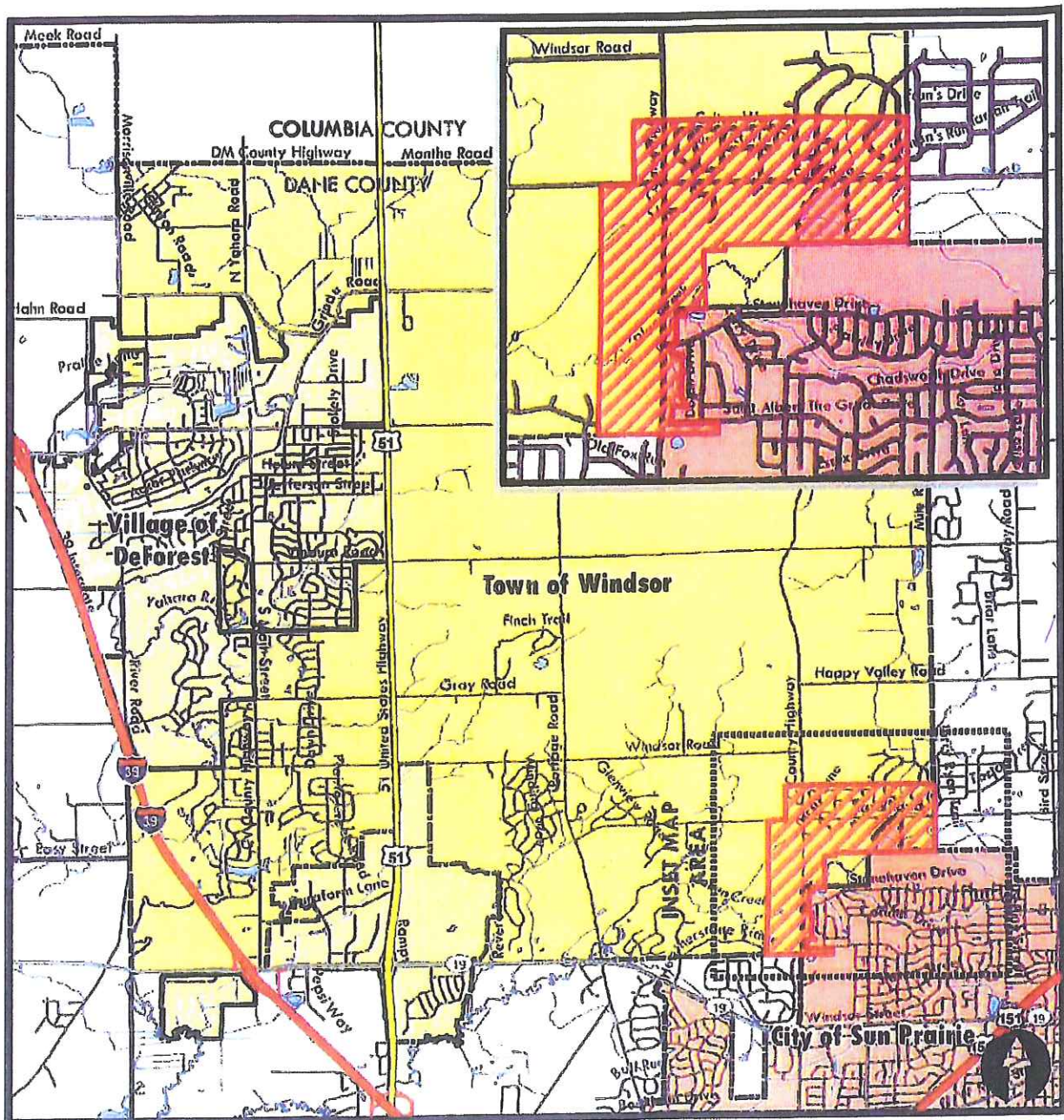
Source: Dane County LIO; GRAEF

Miles 0 0.5 1 2

-  City of Sun Prairie
-  Town of Windsor
-  Village of DeForest
-  Boundary Adjustment Area



# EXHIBIT 3



**Exhibit 3: CTH C/Egre Road Corridor**

January 5, 2012

Source: Dane County LIO; GRAEF

Miles 0 0.5 1 2

-  City of Sun Prairie
-  Town of Windsor
-  Village of DeForest
-  CTH C/Egre Road Corridor

**ADDENDUM TO  
CITY OF SUN PRAIRIE - TOWN OF WINDSOR  
INTERMUNICIPAL COOPERATION AGREEMENT**

This addendum to the January 2007 City of Sun Prairie - Town of Windsor Intermunicipal Cooperation Agreement is made and entered into by and between the City of Sun Prairie, a Wisconsin municipal corporation, located in Dane County, Wisconsin (Sun Prairie), and the Town of Windsor, a Wisconsin municipality, located in Dane County, Wisconsin (Windsor).

**WITNESSETH:**

**WHEREAS**, in January of 2007, the City of Sun Prairie and the Town of Windsor (the Parties) executed the City of Sun Prairie - Town of Windsor Intermunicipal Cooperation Agreement under Wis. Stats. § 66.0301 (the Intergovernmental Agreement) aimed at establishing long term boundaries and development standards within the CTH C/Egre Road Corridor (the Corridor); and

**WHEREAS**, the Parties acknowledge that over time the Corridor is likely to experience continued pressure for development; and

**WHEREAS**, through the adoption of said Intergovernmental Agreement, the Parties acknowledge that as additional development occurs within the Corridor, certain roadway improvements will be needed to support such development; and

**WHEREAS**, pursuant to Section 5 of said Intergovernmental Agreement, the Parties agree that roadway improvements should be shared by the two municipalities in a fair and equitable manner; and

**WHEREAS**, the Parties agree that, based upon traffic studies that have been completed for the Corridor, the roadway improvements listed within this Agreement are necessary to support the growth and development of the Corridor and should be completed in a timeframe that is consistent with said growth and development of the Corridor.

**NOW, THEREFORE**, pursuant to Section 5 of the adopted City of Sun Prairie - Town of Windsor Intermunicipal Agreement, the Parties agree as follows:

**1. Recommended Improvements: The Parties agree as follows:**

- a. That the improvements recommended in the June 2006 Traffic Study for Joint Planning Area - Town of Windsor and City of Sun Prairie, Wisconsin, prepared by MSA Professional Services, Inc., in June 2006 (MSA Traffic Study), as summarized in the Executive Summary from said MSA Traffic Study (attached as Exhibit A), are necessary to support the future growth and development of vacant lands within the Corridor. However, it is acknowledged by the Parties that two of the identified improvements, 1) traffic signals at STH 19 and Portage Road, and 2) intersection improvements at Egre Road and Bird Street, are outside of the scope of this agreement and should be funded by other parties or controlled by other agreements.
- b. That future improvements to CTH C between STH 19 and Egre Road may also be needed in the future. Specific recommendations for improvements to this roadway were not included in the MSA Traffic Study because this highway is



under the jurisdiction of Dane County. The Parties acknowledge that the jurisdiction of the frontage along this road segment is (or shall eventually be) split 50%/50% between Windsor and Sun Prairie, although traffic using this roadway may not be similarly split.

2. **Responsibility for Improvements – City of Sun Prairie:** The City shall be responsible for the following roadway improvements within the corridor, to be completed as traffic conditions warrant said improvements. Said improvements may be installed sooner as determined to be necessary by the City Council. It is understood that the City intends to fund said improvements through its Capital Improvement Program. Said improvements include:

**CTH C and STH 19 Intersection Improvements:** Roadway and intersection improvements have already occurred at the southern approach to this intersection. A second southbound through lane will be needed on the north side of the intersection at some point in the future. Improvements along the STH 19 approaches are controlled by the Wisconsin Department of Transportation. The City has accounted for its share of these potential costs in its active Westside Traffic Impact Fee program, which assumes a 25% cost share from WisDOT.

**CTH C and St. Albert the Great Drive Intersection Signalization:** Traffic signals will be needed at this intersection at some point in the future as development occurs in the Corridor. The City shall periodically take traffic counts to determine when traffic signal warrants are met. Dane County may have approval authority over any proposed improvements within the CTH C right of way, and should be consulted prior to the commencement of such activities.

**CTH C and Stonehaven Drive Intersection Signalization:** Traffic signals will be needed at this intersection at some point in the future as development occurs in the Corridor. The City shall periodically take traffic counts to determine when traffic signal warrants are met. Dane County may have approval authority over any proposed improvements within the CTH C right of way, and should be consulted prior to the commencement of such activities.

3. **Responsibility for Improvements – Town of Windsor:** The Town shall be responsible for the following roadway improvements within the corridor, to be completed as traffic conditions warrant said improvements. Said improvements may be installed sooner as determined to be necessary by the Town Board. It is understood that the Town anticipates funding said improvements through the adoption of a traffic impact fee on new development in the area.

**CTH C and Egge Road Intersection Improvements:** Traffic control in the form of a single-lane roundabout or traffic signals will be needed at this intersection, as described in the MSA traffic study. Dane County may have approval authority over any proposed improvements within the CTH C right of way, and should be consulted prior to the commencement of such activities.

**Egge Road ROW, East of CTH C:** A minimum 100-foot wide right of way shall be provided along Egge Road, east of CTH C, plus additional right of way as may be needed for intersection turn lanes or other improvements. Right of way shall be

obtained through dedication during the land division approval process or by other means to accommodate the eventual reconstruction of the roadway.

**Egre Road Reconstruction, East of CTH C:** The reconstruction of Egre Road shall consist of a boulevard with one lane in each direction and a landscaped median, with left-turn lanes at approximately ¼ mile spacing, as recommended in the MSA Traffic Study.

4. **Potential for Shared Responsibility for Improvements:** The Parties agree that should traffic conditions along CTH C between STH 19 and Egre Road warrant improvements to this roadway, and if Dane County does not make said improvements within a reasonable time frame, the Parties shall work together to seek funding for such improvements and/or shall seek possible joint funding solutions for such improvements. The Parties agree that this issue shall be re-evaluated and discussed at each five (5) - year update of the Intergovernmental Agreement. Dane County may have approval authority over any proposed improvements within the CTH C right of way, and should be consulted prior to the commencement of such activities.
5. **Timing of Improvements:** The parties agree that said roadway improvements shall be completed in conjunction with development projects occurring along the corridor, or as traffic conditions warrant improvements within the Corridor. The Parties agree to monitor traffic conditions and perform appropriate studies, if needed, to determine when warrants are met or improvements are necessary, and to budget for said improvements as appropriate.
6. **Term of Agreement:** This addendum to said Intergovernmental Agreement shall run concurrent with and be subject to the terms of said Intergovernmental Agreement, as described in Section 10 of said Intergovernmental Agreement.
7. **Incorporation into Cooperative Boundary Agreement:** The parties are currently negotiating an Intergovernmental Cooperative Plan under Wis. Stats. § 66.0307. If such an agreement is concluded and becomes effective, the parties intend for this roadway improvement agreement shall remain in full force and effect, and shall become a part of the Intergovernmental Cooperative Plan. In addition, if the cooperative plan becomes effective, it is the parties' further intent that the term of this roadway agreement as provided for in paragraph 6 above, shall be extended so that it shall run concurrent with and be subject to the terms of the cooperative plan agreement.
8. **Binding Effect:** This Addendum shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective successors in interest.
9. **Conflicting Ordinances:** In the event of any conflict between the terms of this Addendum and any Ordinance, Resolution, Order or other regulation enacted, adopted, or issued by either party, the provisions of this Addendum shall control. The party whose Ordinance, Resolution, Order or regulation is in conflict with the terms hereof shall, upon notice thereof, promptly take action to amend such Ordinance, Resolution, Order or regulation as necessary to bring it into conformity with this Addendum and to seek any other governmental approvals necessary to effectuate such amendment.
10. **Good Faith:** The Parties hereby acknowledge that this Addendum imposes upon them a duty of good faith and fair dealing and they shall cooperate fully with each other in

implementation of this Addendum. The Parties further agree to promptly execute such documents, grant such approvals and take other reasonable steps as may be necessary to carry out the intent of this Addendum.

11. **No Litigation:** The Parties hereby agree that neither party shall, during the term of this Addendum, contest the provisions of this Addendum in any litigation, nor will either party take any official action in violation of this Addendum.

12. **Amendment:** The Parties intend to begin negotiating an Intergovernmental Cooperative Plan as soon as reasonably possible. Nonetheless, the Parties reserve the right to seek amendments to this Addendum. Any such amendment shall take effect upon approval and execution by the second governing body reviewing the amendment.

13. **Governing Law:** This Addendum shall be governed by and construed according to the laws of the State of Wisconsin and, in the event of any dispute, venue shall lie in the Circuit Court for Dane County, Wisconsin.

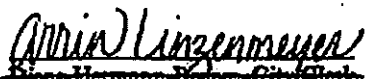
IN WITNESS WHEREOF, the Parties have executed this Agreement with the intent to be bound thereby.

CITY OF SUN PRAIRIE

Date: 7/24/2008


By:   
Joe Chase, Mayor

ATTEST:

  
~~Diane Hermann-Brown, City Clerk~~  
Arrin Linzenmeyer, Deputy Clerk

TOWN OF WINDSOR

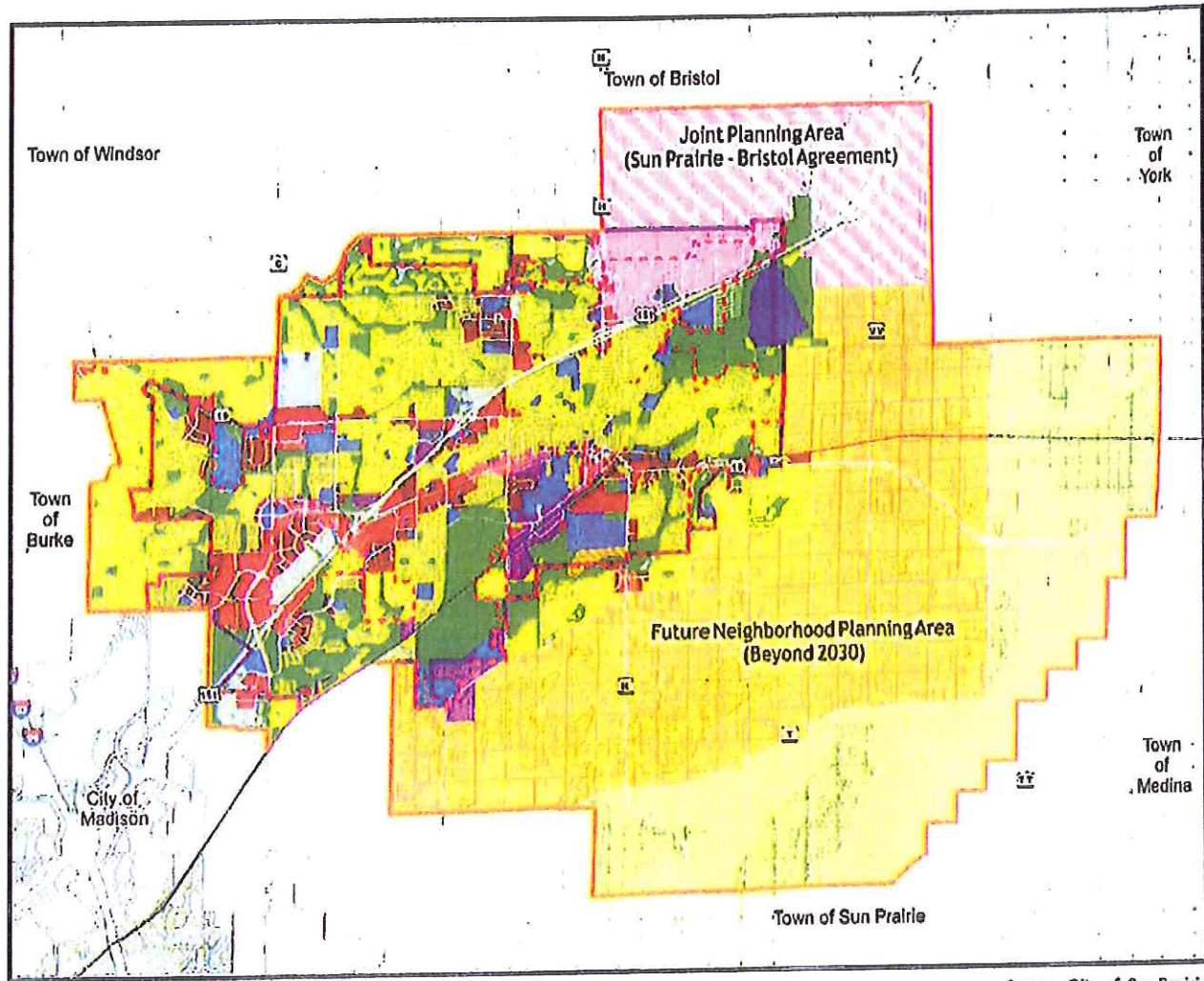
Date: 7/21/08

By:   
Alan J. Harvey, Town Chairperson

ATTEST:

  
Amy Anderson Schweppe  
Town Operations Manager

## EXHIBIT 5



Source: City of Sun Prairie

### Legend

#### Future Land Use

Rural	Institutional	Stormwater Facilities
Business Park	Mixed Use	Utilities
Commercial	Mixed Residential	Water
Future Neighborhood Planning Area	Office Park	Environmental Corridors
Parks and Open Space	Low-density Residential	City Limit
Parks and Open Space or Business Park	Sports Complex or Low-density Residential	Urban Service Area
Industrial	Transportation	Planning Area

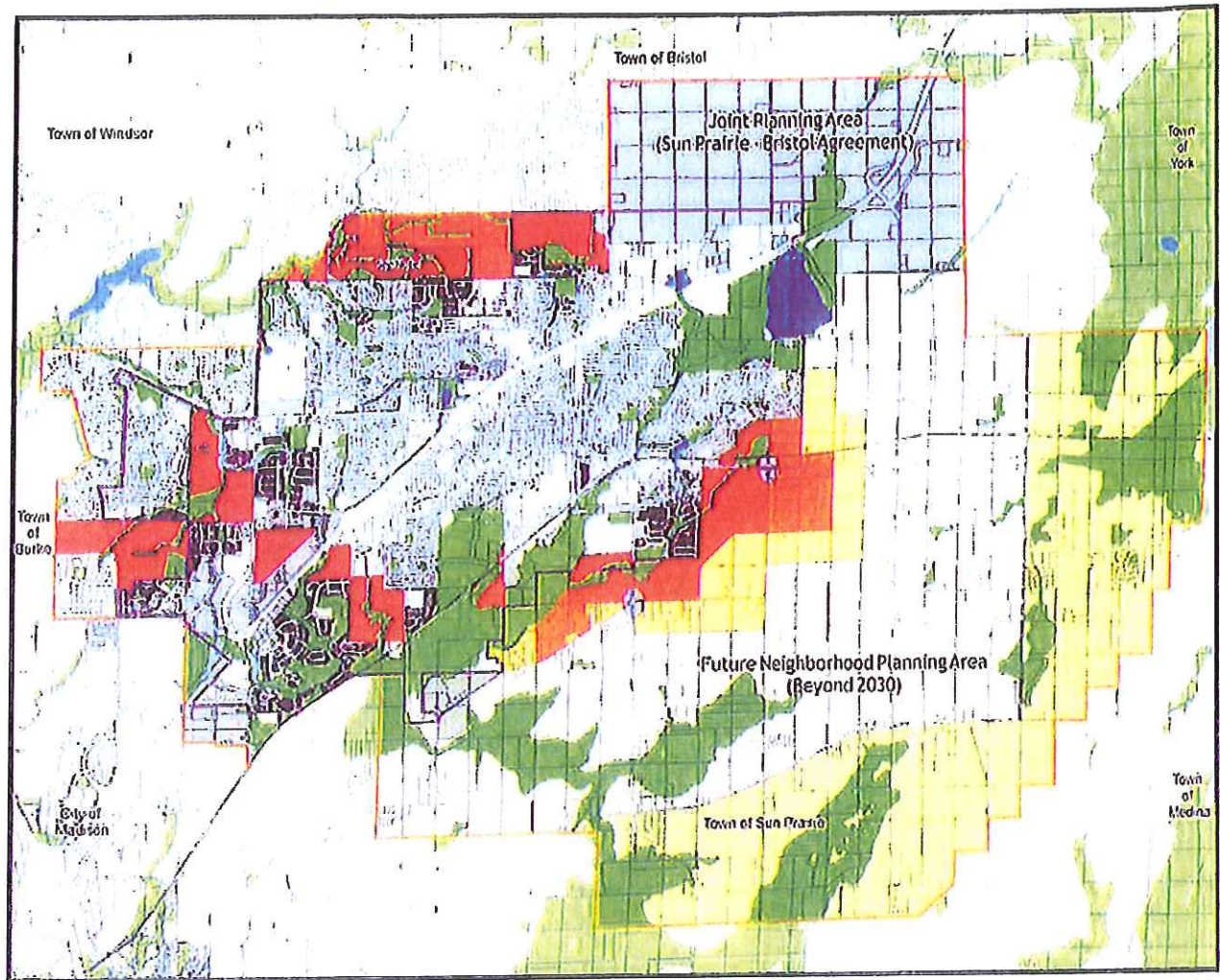
### Exhibit 5: City of Sun Prairie 2009 Comprehensive Plan, Future Land Use Map

January 5, 2012

GR EEF



## EXHIBIT 5



Source: City of Sun Prairie

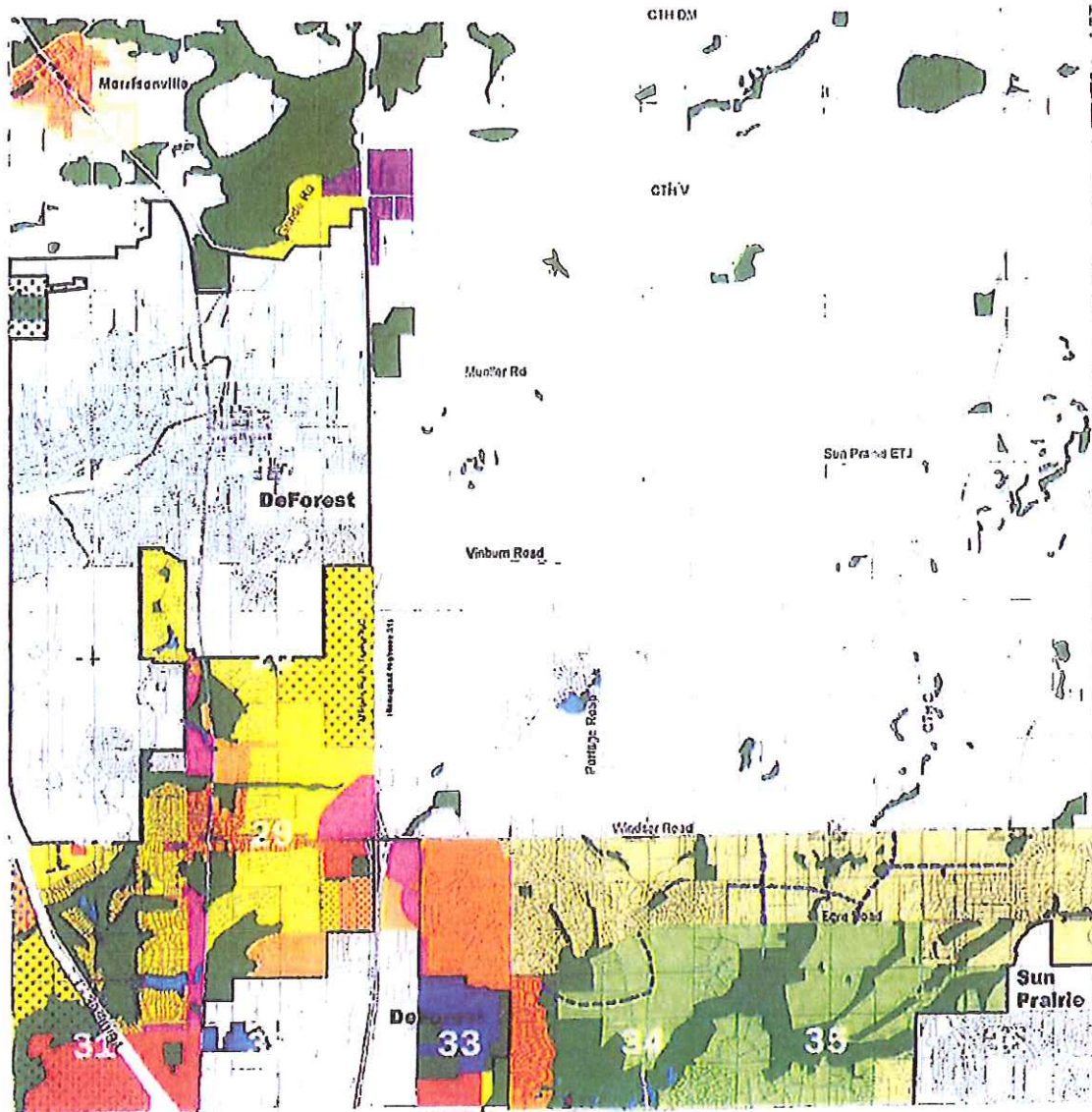
### Legend

- |                                  |                        |
|----------------------------------|------------------------|
| Immediate (approved development) | Parks and Open Space   |
| Stage 2                          | Water                  |
| Stage 3                          | Storm Water Facilities |
| Stage 4                          | Urban Service Area     |
| Stage 5                          | Planning Area          |
| Beyond 2030 Growth Area          |                        |
| Planned Nonresidential           |                        |
| Rural Area                       |                        |
| Developed Areas                  |                        |

## Exhibit 5: City of Sun Prairie 2009 Comprehensive Plan, Residential Staging Development Map

January 5, 2012

## EXHIBIT 6



**Town of Windsor Future Land Use Plan**  
Amended August 24, 2011

1/2 Mile **GR&EF**

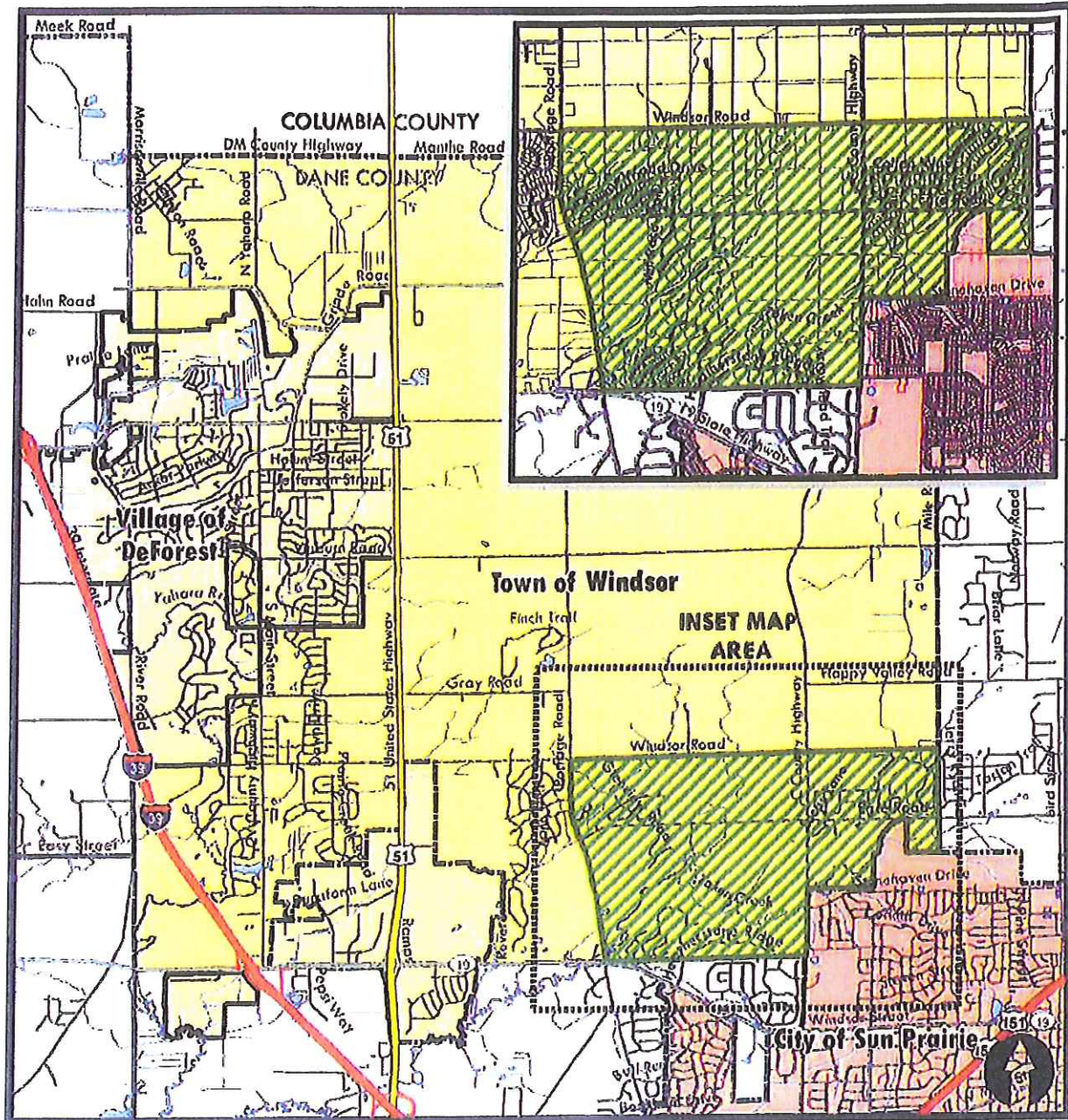
	Traditional Single Family Residential		Transition Residential		Regional Commercial		Area to attach to Village of DeForest upon development*
	General Conservation Residential		Mixed Residential		Roadside Mixed Use		Future development subject to cooperative plans*
	Token Creek Conservation Residential		Neighborhood Mixed Use		Corporate Park		Future Roads per Official Map
	Morrisonville Growth Area		Environmental Preservation & Parks		Agricultural		Sun Prairie ETJ

\* subject to conditions of the DeForest Windsor 08.0301 Cooperative Plan, adopted May 12, 2010 until replaced by officially approved 08.0307 Cooperative Plan adopted by Town and Village Boards on June 23, 2010.

Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision.



# EXHIBIT 7






**Exhibit 7: Traffic Impact Study Area**

January 5, 2012

Source: Dane County LIO; GRAEF



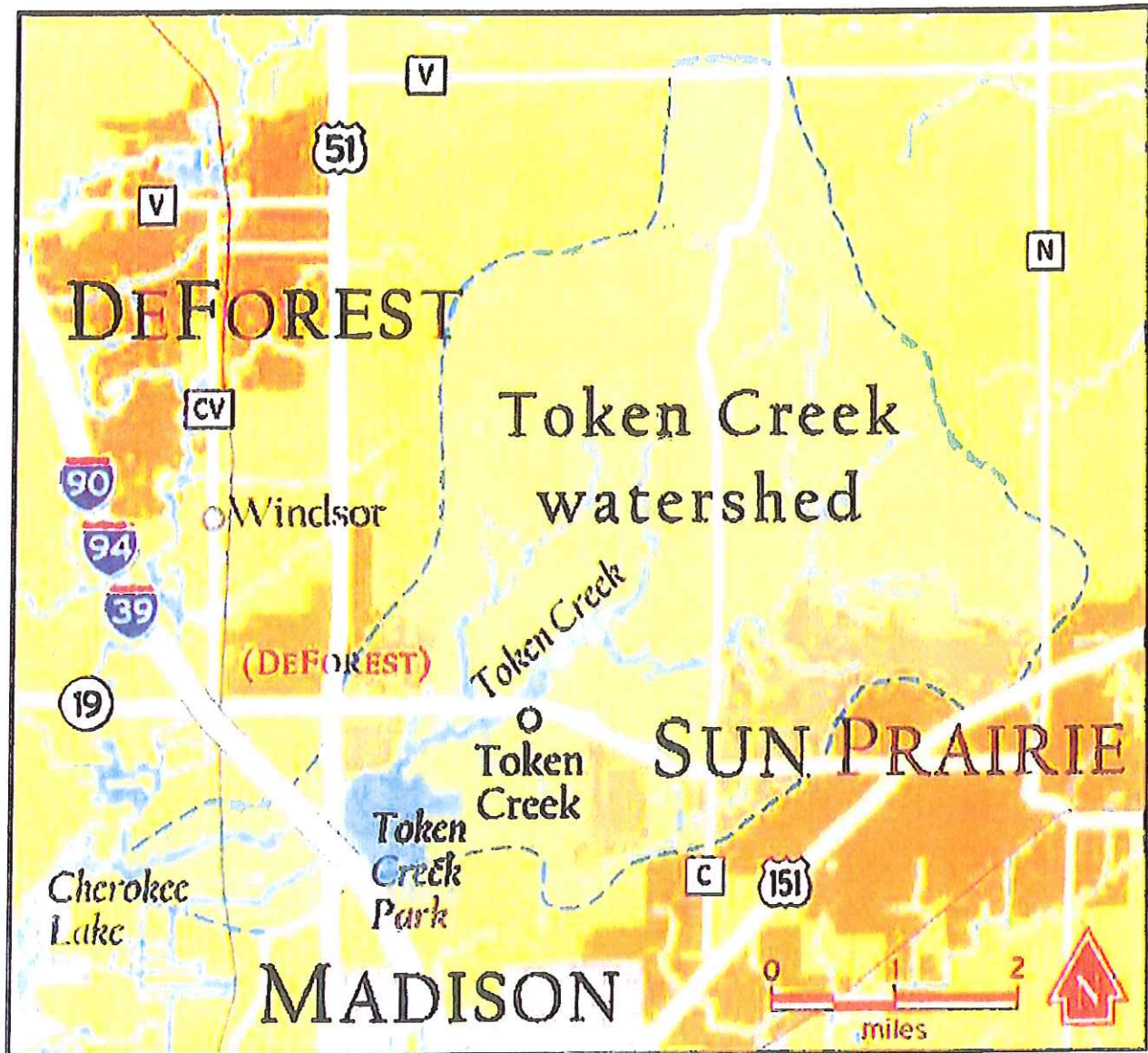
-  City of Sun Prairie
-  Town of Windsor
-  Village of DeForest



Traffic Impact Study Area



EXHIBIT 8



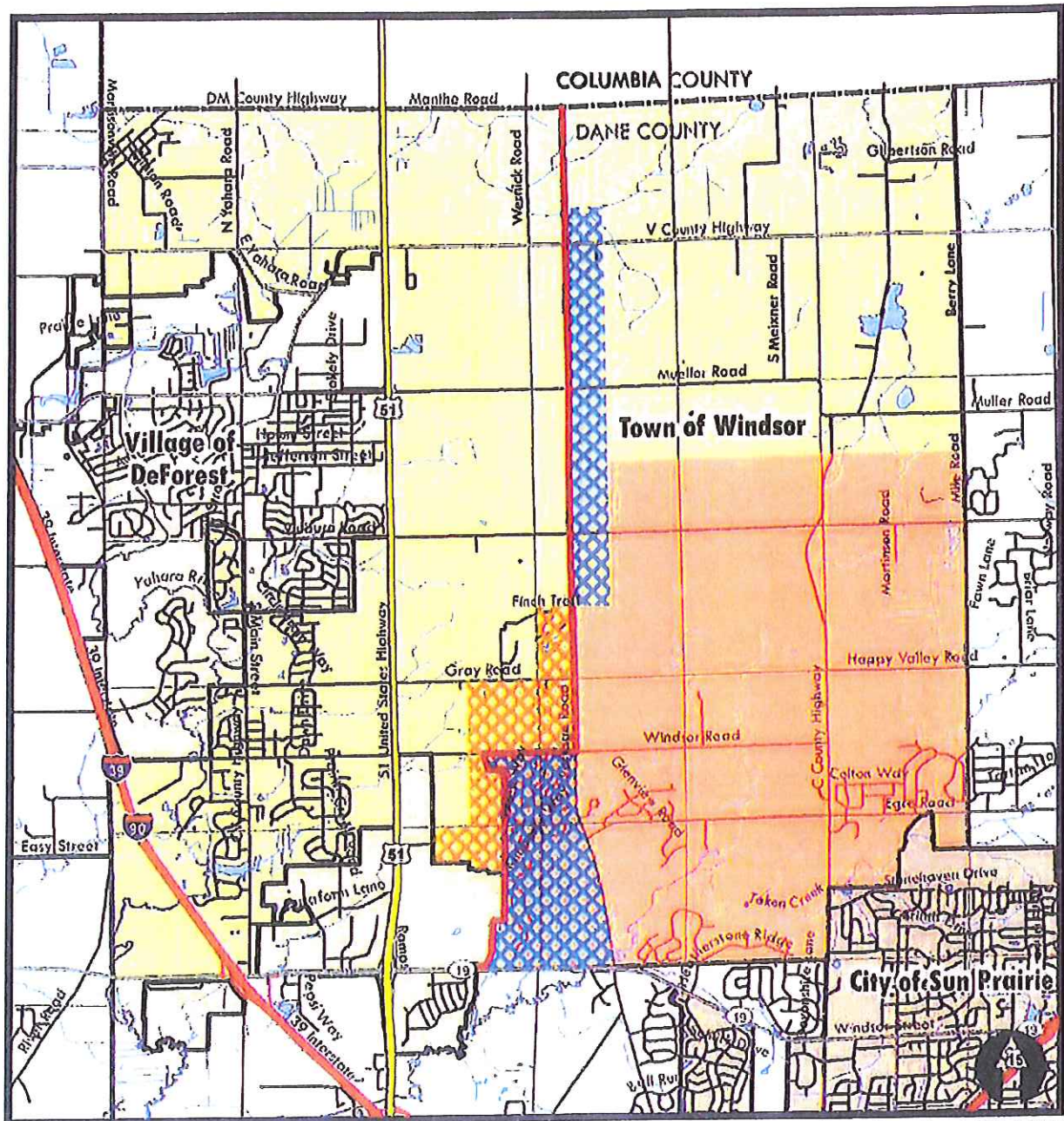
Source: Token Creek Watershed Association & the Isthmus

Exhibit 8: Token Creek Watershed Map

January 5, 2012



# EXHIBIT 9










**Exhibit 9: Sun Prairie/Windsor/DeForest  
Extraterritorial Boundary Adjustments**

January 5, 2012

Source: Dane County LIO; GRAEF

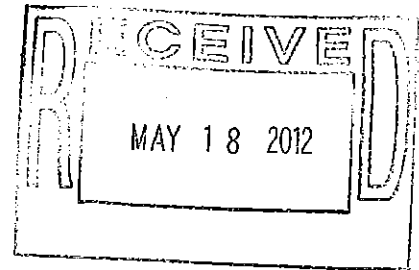
Miles 0 0.5 1 2

-  City of Sun Prairie
-  Town of Windsor
-  Village of DeForest

-  New Sun Prairie/DeForest ETJ & ETZ Boundary
-  Area to be removed from DeForest ETJ
-  Area to be removed from Sun Prairie/Windsor ETZ
-  Area to continue under Sun Prairie/Windsor ETZ

DeForest Times Tribune Proof of Publication Affidavit

Tina Butteris  
Town of Windsor  
4084 Mueller Rd  
DeForest, WI 53532



STATE OF WISCONSIN } ss.  
Dane County

Judy L Meredith

Being duly sworn, doth depose and say that he (she) is an authorized representative of the **DeForest Times Tribune**, a newspaper published at DeForest, Dane County, Wisconsin, and that the Notice, a printed copy of which was taken from said newspaper and hereunto annexed, was published therein on

May 3, 10, 17, 2012

(Signed) Judy L Meredith

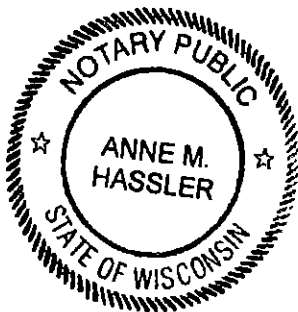
(Title) Office Manager

Subscribed and sworn to before me on

May 17 2012

[Signature]

Notary Public, Wisconsin



My Commission expires 2/22/2015

**JOINT NOTICE - CITY OF SUN PRAIRIE, TOWN OF WINDSOR AND VILLAGE OF DEFOREST**  
**Public Hearing on Pending Cooperative Plan**

**Between the City of Sun Prairie, the Town of Windsor and the Village of DeForest**

Notice is hereby given that the City of Sun Prairie, the Town of Windsor and the Village of DeForest will hold a joint public hearing on May 29th, 2012 at 5:00 p.m. at the Council Chambers - Sun Prairie Municipal Building, 300 E. Main Street, Sun Prairie, WI 53590. The public hearing will be held

to gather public input on a proposed cooperative plan between the City of Sun Prairie, Town of Windsor and Village of DeForest.

In the past several years, Sun Prairie, Windsor and DeForest have participated in intergovernmental sessions

to develop a cooperative plan between the three communities. In general, the cooperative plan is intended to:

- Establish logical long-term municipal boundaries between Sun Prairie, Windsor and DeForest based on factors such as ease of providing public services to existing residents and future development areas.

- Clearly lay out future City, Town and Village development areas to assure orderly development.
- Limit development and annexation within a large farmland preservation area east of Highway 51 and north of Windsor Road.

Copies of the proposed plan are available for inspection and copying at the offices of the clerks listed below.

Additional information on the proposed cooperative plan can be found online at <http://www.cityofsunprairie.com>  
<http://www.windsorwigov> <http://www.vi.deforest.wi.us>

Any person may comment on the cooperative plan during the hearing and may submit written comments before, at, or within 20 days following the hearing. All comments will be considered by each participating municipality. Written

comments should be submitted to the City, Town or Village clerks at the addresses listed below.

Diane Herman-Brown, Clerk	Christine Capstran, Clerk	LuAnn Leggett, Clerk
City of Sun Prairie	Town of Windsor	Village of DeForest
300 E. Main Street	4084 Mueller Road	306 DeForest Street
Sun Prairie, WI 53590	DeForest, WI 53532	DeForest, WI 53532

Dated this 20th day of April, 2012

Pub: DeForest Times Tribune

May 3, 10, 17, 2012

#143331 WNAXLP

DeForest Times Tribune Proof of Publication Affidavit

LuAnn Leggett  
Village of DeForest  
306 DeForest St  
DeForest WI 53532

STATE OF WISCONSIN } ss.  
Dane County

Judy L Meredith

Being duly sworn, I do hereby depose and say that he (she) is

DeForest Times  
DeForest, Dane  
County, a printed copy  
of the paper and hereunto

**JOINT NOTICE CITY OF SUN PRAIRIE, TOWN OF WINDSOR AND VILLAGE OF DEFOREST**  
**Public Hearing on Pending Cooperative Plan**  
Between the City of Sun Prairie, the Town of Windsor and the Village of DeForest  
Notice is hereby given that the City of Sun Prairie, the Town of Windsor and the Village of DeForest will hold a joint public hearing on May 29th, 2012 at 6:00 p.m. at the Council Chambers - Sun Prairie Municipal Building, 300 E. Main Street, Sun Prairie, WI 53590. The public hearing will be held to gather public input on a proposed cooperative plan between the City of Sun Prairie, Town of Windsor and Village of DeForest.  
Over the past several years, Sun Prairie, Windsor and DeForest have participated in intergovernmental discussions to develop a cooperative plan between the three communities. In general, the cooperative plan is intended to:  
• Establish logical long-term municipal boundaries between Sun Prairie, Windsor and DeForest based on factors such as ease of providing public services to existing residents and future development areas.  
• Clearly lay out future City, Town and Village development areas to assure orderly development.  
• Limit development and annexation within a large farmland preservation area east of Highway 51 and north of Windsor Road.  
Copies of the proposed plan are available for inspection and copying at the offices of the clerks listed below. Additional information on the proposed cooperative plan can be found online at <http://www.cityofsunprairie.com> <http://www.windsorwi.gov> <http://www.villageofdeforestwi.us>  
Any person may comment on the cooperative plan during the hearing and may submit written comments before, at, or within 20 days following the hearing. All comments will be considered by each participating municipality. Written comments should be submitted to the City, Town or Village clerks at the addresses listed below.  
Diane Herman, Brown, Clerk, City of Sun Prairie, 300 E. Main Street, Sun Prairie, WI 53590  
Christine Capistran, Clerk, Town of Windsor, 4084 Mueller Road, DeForest, WI 53532  
LuAnn Leggett, Clerk, Village of DeForest, 306 DeForest Street, DeForest, WI 53532  
Dated this 20th day of April, 2012.  
Pub: DeForest Times Tribune  
May 3, 10, 17, 2012  
#143331 WMAXLP

12

*Meredith*

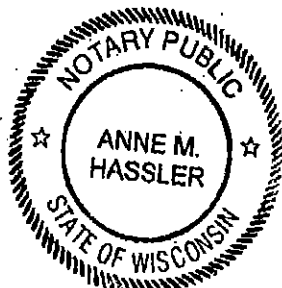
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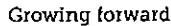
May 17 2012

*Cole*

Notary Public, Wisconsin

My Commission expires 2/22/2015





Christine Capstan, Town Clerk

**CERTIFICATE OF CLERK  
AFFIDAVIT**

I, LuAnn Leggett, do hereby certify that I am the duly appointed and acting Clerk for the Village of DeForest, Dane County, State of Wisconsin and I certify that no written public comments were received during the review period for the Cooperative Plan between the Village of DeForest, Town of Windsor and City of Sun Prairie. Therefore there were no changes made in response to public comment.

Dated this 31st day of August, 2012.

  
\_\_\_\_\_  
Lu Ann Leggett, Village Clerk

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
                                      ) ss.  
DANE COUNTY             )

Personally came before me this 31<sup>st</sup> day of August, 2012 the above named LuAnn Leggett, Clerk to me known to be the person who executed the foregoing instrument and acknowledge the same.

  
\_\_\_\_\_  
Notary Public Dane County, Wisconsin  
My Commission Expires: 12/2/12

## **TOWN OF WINDSOR – SPECIAL BOARD MEETING**

Tuesday, May 29<sup>th</sup>, 2012 at 5 p.m.

City of Sun Prairie Municipal Building, Council Chambers  
300 E. Main St., Sun Prairie, WI 53590

### **JOINT MEETING OF THE WINDSOR TOWN BOARD WITH THE CITY OF SUN PRAIRIE COMMITTEE OF THE WHOLE AND THE VILLAGE OF DEFOREST BOARD**

## **MINUTES**

#### **1) Call to Order and Roll Call**

Chair Wipperfurth called the Windsor meeting to order at 5:08 p.m. Roll call of members present: Supervisors Monica Smith, Alan Buchner and Don Madelung and Chair Bob Wipperfurth. Others present: Engineer Kevin Richardson, Finance Director/Deputy Clerk Tina Butteris and Attorney Larry Bechler. Supervisor Bruce Stravinski was excused absent.

#### **2) Pledge of Allegiance**

The Pledge of Allegiance was recited by all.

#### **3) Citizen Appearances/Public Comments**

There were no citizen appearances or public comments.

#### **4) UNFINISHED BUSINESS**

##### **A. None**

There was no unfinished business.

#### **5) NEW BUSINESS**

##### **A. Joint Public Hearing with the City of Sun Prairie, Village of DeForest Board and Town of Windsor Board on proposed Cooperative Plan between the City of Sun Prairie, Town of Windsor and Village of DeForest under Sec. 66.0307, Wis. Stats.**

The joint public hearing with the City of Sun Prairie, Village of DeForest and Town of Windsor on the proposed Cooperative Plan between the City of Sun Prairie, Town of Windsor and Village of DeForest under Sec. 66.0307, Wis. Stats. was opened.

Scott Kugler, City of Sun Prairie, Planning Director, provided an overview of the proposed Cooperative Plan and reviewed highlights of the Cooperative Plan along with input from Windsor Engineer Kevin Richardson. Sun Prairie, Windsor and DeForest (Steve Fahlgren, Village Administrator) staffs recommended approval of the Cooperative Plan.



No input was provided from the public.

The public hearing was closed.

**6) Determination of Next Joint Meeting Date, if Necessary.**

No joint meeting is needed at this time so a date was not set.

**7) Announcements**

Chair Wipperfurth thanked the staff and Boards of all the communities for their time and efforts placed into the Cooperative Plan.

**8) Adjournment**

Supervisor Madelung moved to adjourn at 5:33 p.m., second by Supervisor Buchner. Motion carried with a 4 – 0 vote.

Respectfully submitted,

Tina Butteris  
Office Manager/Finance Director  
Treasurer/Deputy Clerk



**Village of DeForest**  
**SPECIAL VILLAGE BOARD MEETING JOINT WITH THE**  
**CITY OF SUN PRAIRIE COMMITTEE OF THE WHOLE AND TOWN OF WINDSOR**  
**Tuesday, May 29, 2012 5:00 PM**  
**City of Sun Prairie Council Chambers**  
**300 East Main Street, Sun Prairie WI 53590**

**MINUTES**

1. **Call to Order and Roll Call** -- President Judd Blau called the meeting to order at 5:06 PM. Members present at roll: Trustees Ken Clark, Dick Josephson, Jason Kramar, Chip Van Meter, and President Judd Blau. Also present were Administrator Steve Fahlgren and Attorney Reuter. Trustees Dixon Gahnz and Paul Blount were absent.

2. **Pledge of Allegiance** -- The attendees led the Pledge of Allegiance.

3. **Citizen Appearances/Public Comments** -- There was none.

4. **Unfinished Business** -- There was none.

5. **New Business** -- There was a presentation regarding the Cooperative Plan between the municipalities.

**A. Joint Public Hearing with the Town of Windsor Board and the Village of DeForest Board on proposed Cooperative Plan between the Village of DeForest, City of Sun Prairie and the Town of Windsor under Sec. 66.0307, Wis. Stats.**

City of Sun Prairie Mayor Zack Weber opened the hearing at 5:28 PM.

City of Sun Prairie Mayor Zack Weber closed the hearing at 5:28 PM.

6. **Determination of Next Joint Meeting Date, if Necessary** -- Each municipality will separately consider action on the Cooperative Plan in early August 2012.

7. **Announcements** -- There was none.

8. **Adjournment** -- Motion by Trustee Jason Kramar, seconded by Trustee Chip Van Meter to adjourn at 5:32 PM. Motion carried 5-0.

**COMMITTEE OF THE WHOLE JOINT MEETING  
WITH THE WINDSOR TOWN BOARD AND THE DEFOREST VILLAGE BOARD  
SUN PRAIRIE, WISCONSIN 53590  
May 29, 2012**

Council President Zachary Weber called the joint meeting of the Committee of the Whole, the Windsor Town Board, and the DeForest Village Board to order at 5:06 p.m. The meeting was held in the Council Chambers of the Municipal Building, 300 E. Main Street, Sun Prairie, WI, 53590.

**1. ROLL CALL**

Committee members present: Russell Fassbender, Hariah Hutkowski (arrived at 5:25 p.m.), Mike Kostelnik, Mary Polenske, Steve Villand, Zachary Weber

Committee members absent: Jon Freund, Allen Hoffmann

Other City of Sun Prairie Elected Officials present: None

Present for Town of Windsor: Bob Wipperfurth, Kevin Richardson (Town Engineer), Tina Butteris (Town Clerk), Monica Smith, Don Madelung, Alan Buchner, Larry Bechler (contracted attorney)

Present for Village of DeForest: Judd Blau, Jason Kramer, Dick Josephson, Chip Van Meter, Steve Fahlgren, Al Reuter (contracted attorney)

City staff present: Margaret Powers, Interim City Administrator; Scott Kugler, City Planner

**2. PLEDGE OF ALLEGIANCE**

**3. CITIZENS APPEARANCES/PUBLIC COMMENT**

None

**4. UNFINISHED BUSINESS**

None

**5. NEW BUSINESS**

Joint Public Hearing with the Town of Windsor Board and the Village of DeForest Board on proposed Cooperative Plan between the Village of DeForest, City of Sun Prairie, and the Town of Windsor under Sec. 66.0307, Wis. Stats. Scott Kugler, Sun Prairie City Planner, provided a presentation.

The Cooperative Plan is primarily an agreement between Windsor and Sun Prairie regarding future growth and development issues within a portion of the Town, but DeForest has limited involvement as well pertaining to the adjustment of extraterritorial jurisdictional boundaries. DeForest and Windsor have already adopted their own Cooperative Plan that deals with development issues in the western portion of the Town. This Plan is consistent with the Windsor-DeForest Plan, and together they will help to clarify what has become a somewhat confusing set of jurisdictional overlaps in recent years.

DeForest's inclusion in the agreement is limited to only those sections of the Plan that deal with the long-term common extraterritorial boundary. However, the adoption of this Plan should assist in the implementation of the Windsor-DeForest Cooperative Plan by adopting the common boundary and clearing up jurisdictional issues in areas adjacent to the Village

The Plan has a 25-year term (to 2037), with a provision for five-year updates if desired by the parties, and allows for negotiation for extending.

The next steps are:

- 20-day public comment period
- 30-day referendum period – for affected parties to try to force a referendum on the issue
- Adoption by local communities (60-120 days needed to adopt—first Council meeting in August; Windsor to adopt on August 2)

The public hearing opened at 5:28 p.m.

The public hearing closed at 5:29 p.m.

There was no one wishing to speak.

**6. DETERMINATION OF NEXT JOINT MEETING DATE, IF NECESSARY**

Hold meetings in August.

**7. ANNOUNCEMENTS**

Bob Wipperfurth thanked Sun Prairie for hosting the hearing, and thanked staff for their work on the Plan.

**8. ADJOURNMENT**

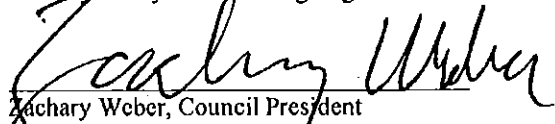
**MOTION:** To adjourn the joint meeting of the Committee of the Whole, the Windsor Town Board, and the DeForest Village Board at 5:32 p.m.  
Polenske(1) Fassbender(2)

Aye: Fassbender, Hutkowski, Kostelnik, Polenske, Villand, Weber

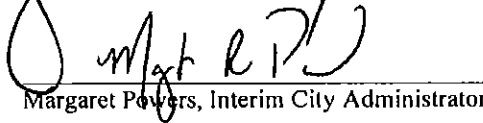
Nay: None

Absent: Freund, Hoffmann

I hereby certify that the foregoing was action of the Committee of the Whole on the 29<sup>th</sup> day of May, 2012.



Zachary Weber, Council President



Margaret Powers, Interim City Administrator - Recorder

Minutes approved as distributed at the June 5, 2012 meeting of the Committee of the Whole.



PROOF OF PUBLICATION

STATE OF WISCONSIN

County of Dane

} ss.

Barbara Trimble, being duly sworn, both depose and say that she is the general manager of The Star, a newspaper published at the City of Sun Prairie, in the County of Dane, State of Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, was published therein on

5/3/12

5/10/12

5/17/12

(Signed)

*Barbara Trimble*

Subscribed and sworn before me this 13<sup>th</sup> day of

Sep, 2012

*Joan G. Squire*  
Notary Public, State of Wisconsin

My Commission expires 5-19, 2013

No. Lines 96 No. Times 3 Affidavit Fees \$ 1.00

Printers Fees \$ 116.81

Total \$ 117.81

JOINT NOTICE - CITY OF  
SUN  
PRAIRIE, TOWN OF  
WINDSOR  
AND VILLAGE OF  
DEFOREST

Public Hearing on Pending  
Cooperative Plan  
Between the  
City of Sun Prairie,  
the Town of Windsor and  
the Village of DeForest

Notice is hereby given that the City of Sun Prairie, the Town of Windsor and the Village of DeForest will hold a joint public hearing on May 29th, 2012 at 5:00 p.m. at the Council Chambers - Sun Prairie Municipal Building, 300 E. Main Street, Sun Prairie, WI 53590. The public hearing will be held to gather public input on a proposed cooperative plan between the City of Sun Prairie, Town of Windsor and Village of DeForest.

Over the past several years, Sun Prairie, Windsor and DeForest have participated in intergovernmental discussions to develop a cooperative plan between the three communities. In general, the cooperative plan is intended to:

- Establish logical long-term municipal boundaries between Sun Prairie, Windsor and DeForest based on factors such as ease of providing public services to existing residents and future development areas.

- Clearly lay out future City, Town and Village development

areas to assure orderly development.

- Limit development and annexation within a large farmland preservation area east of Highway 51 and north of Windsor Road.

Copies of the proposed plan are available for inspection and copying at the offices of the clerks listed below.

Additional information on the proposed cooperative plan can be found online at

<http://www.cityofsunprairie.com>

<http://www.windsorwi.gov>

<http://www.vl.deforest.wi.us>

Any person may comment on the cooperative plan during the hearing and may submit written comments before, at, or within 20 days following the hearing. All comments will be considered by each participating municipality. Written comments should be submitted to the City, Town or Village clerks at the addresses listed below.

Diane Herman-Brown, Clerk  
300 E. Main Street

City of Sun Prairie

Sun Prairie, WI 53590

Christine Capstran, Clerk

Town of Windsor

4084 Mueller Road

DeForest, WI 53532

LuAnn Leggett, Clerk

Village of DeForest

306 DeForest Street

DeForest, WI 53532

Dated this 30th day of April, 2012

PUB: The Star May 3, 10 & 17, 2012

WNAXLP

## Tina Butteris

---

**From:** Tina Butteris  
**Sent:** Tuesday, September 11, 2012 4:40 PM  
**To:** 'violante@countyofdane.com'; 'KamranM@CapitalAreaRPC.org'  
**Cc:** erich.schmidtke@wisconsin.gov; Christine Capstran; Luann Leggett; Diane Hermann-Brown; Robert Wipperfurth  
**Subject:** Cooperative Boundary Agreement Town of Windsor, City of Sun Prairie and Village of DeForest  
**Attachments:** Approved (but unsigned) Cooperative Plan Sun Prairie, Windsor, DeForest.pdf  
**Tracking:**

Recipient	Read
'violante@countyofdane.com'	
'KamranM@CapitalAreaRPC.org'	
erich.schmidtke@wisconsin.gov	
Christine Capstran	Read: 9/13/2012 12:31 PM
Luann Leggett	
Diane Hermann-Brown	
Robert Wipperfurth	
Tina Butteris	

Dear Todd and Kamran:

Attached please find information related to a Cooperative Plan between the Town of Windsor, City of Sun Prairie and Village of DeForest, prepared under Section 66.0307 of Wisconsin Statutes.

The Town, City and Village held a joint public hearing on this plan on May 29<sup>th</sup>, 2012 at 5:00 p.m. at the City of Sun Prairie Municipal Building, Council Chambers. No comments were received at the public hearing nor were comments received by any participating Plan municipality during the public comment period.

The Town approved the Plan on August 2<sup>nd</sup>, 2012 and the City and Village approved the Plan on August 7<sup>th</sup>, 2012. Signatures are to be obtained shortly for submittal to the DOA.

Per statutory requirements and in the interest of further intergovernmental cooperation, we are asking for your written comment on this draft Cooperative Plan.

*Section 66.0307(4)(c) reads as follows: "Comment on plan. Any person may comment on the plan during the hearing and may submit written comments before, at or within 20 days following the hearing. All comments shall be considered by each participating municipality. A county zoning agency under s. 59.69 (2) or regional planning commission whose jurisdiction includes any participating municipality shall comment in writing on the plan's effect on the master plan adopted by the regional planning commission under s. 66.0309 (9), or development plan adopted by the county board or county planning agency under s. 59.69 (3), and on the delivery of municipal services, and may comment on any other aspect of the plan. A county in the regional planning commission's jurisdiction may submit comments on the effect of the cooperative plan on the master plan adopted under s. 66.0309 (9) and on the delivery of county services or on any other matter related to the plan."*

Please submit written comments by October 15<sup>th</sup>, 2012, to the Town Clerk (Christine Capstran), City Clerk (Diane Hermann-Brown), Village Clerk (LuAnn Leggett) and State of Wisconsin Department of Administration, Municipal Boundary Review (Erich Schmidtke) at the following addresses or emails:

Town of Windsor Clerk  
4084 Mueller Rd.

DeForest, WI 53532  
Email: [christine@windsorwi.gov](mailto:christine@windsorwi.gov)

City of Sun Prairie Clerk  
300 East Main St.  
Sun Prairie, WI 53590  
Email: [dhermann@cityofsunprairie.com](mailto:dhermann@cityofsunprairie.com)

Village of DeForest Clerk  
306 DeForest St.  
DeForest, WI 53532  
Email: [leggett1@vi.deforest.wi.us](mailto:leggett1@vi.deforest.wi.us)

Erich Schmidtke  
Department of Administration  
Municipal Boundary Review  
PO Box 1645  
Madison, WI 53701  
[Erich.schmidtke@wisconsin.gov](mailto:Erich.schmidtke@wisconsin.gov)

Please confirm that you receive this email; and, please, let me know if you have any questions or concerns that we might be able to address.

Thank you,

*Fina Butteris*

Finance Director/Treasurer  
Office Manager/Deputy Clerk  
Town of Windsor  
4084 Mueller Rd., DeForest, WI 53532  
Population: 6,469  
Phone: 608-846-3854 ext. 16  
Fax: 608-846-2328



*Act as if what you do makes a difference. It does.  
- William James*

## Tina Butteris

---

**From:** Mesbah, Kamran <KamranM@capitalarearpc.org>  
**Sent:** Wednesday, September 12, 2012 12:31 PM  
**To:** Tina Butteris  
**Cc:** Gjestson, Christopher; Weber, Barbara; Rupiper, Michael  
**Subject:** RE: Cooperative Boundary Agreement Town of Windsor, City of Sun Prairie and Village of DeForest

Thank you Tina. We will review the material and draft a comment letter for Commission consideration at their Oct. 11 meeting.

Warm regards,

Kamran

-----Original Message-----

**From:** Tina Butteris [<mailto:tina@windsorwi.gov>]  
**Sent:** Wednesday, September 12, 2012 9:08 AM  
**To:** Violante, Todd; Mesbah, Kamran  
**Cc:** 'erich.schmidtke@wisconsin.gov'; Christine Capstran; 'Luann Leggett'; 'Diane Hermann-Brown'; Robert Wipperfurth; Scott Kugler ([skugler@CityofSunprairie.com](mailto:skugler@CityofSunprairie.com))  
**Subject:** Cooperative Boundary Agreement Town of Windsor, City of Sun Prairie and Village of DeForest

Dear Todd and Kamran:

Attached please find information related to a Cooperative Plan between the Town of Windsor, City of Sun Prairie and Village of DeForest, prepared under Section 66.0307 of Wisconsin Statutes.

The Town, City and Village held a joint public hearing on this Plan on May 29<sup>th</sup>, 2012 at 5:00 p.m. at the City of Sun Prairie Municipal Building, Council Chambers. No comments were received at the public hearing nor were comments received by any participating Plan municipality during the public comment period.

The Town approved the Plan on August 2<sup>nd</sup>, 2012 and the City and Village approved the Plan on August 7<sup>th</sup>, 2012. The signatures of all parties are to be obtained this month for submittal of the Plan package to the DOA.

Per statutory requirements and in the interest of further intergovernmental cooperation, we are asking for your written comment on this Cooperative Plan.

*Section 66.0307(4)(c) reads as follows: "Comment on plan. Any person may comment on the plan during the hearing and may submit written comments before, at or within 20 days following the hearing. All comments shall be considered by each participating municipality. A county zoning agency under s. 59.69 (2) or regional planning commission whose jurisdiction includes any participating municipality shall comment in writing on the plan's effect on the master plan adopted by the regional planning commission under s. 66.0309 (9), or development plan adopted by the county board or county planning agency under s. 59.69 (3), and on the delivery of municipal services, and may comment on any other aspect of the plan. A county in the regional planning commission's jurisdiction may submit comments on the effect of the cooperative plan on the master plan adopted under s. 66.0309 (9) and on the delivery of county services or on any other matter related to the plan."*

Please submit written comments by October 15<sup>th</sup>, 2012, to the Town Clerk (Christine Capstran), City Clerk (Diane Hermann-Brown), Village Clerk (LuAnn Leggett) and State of Wisconsin Department of Administration, Municipal Boundary Review (Erich Schmidtke) at the following addresses or emails:



Town of Windsor Clerk  
4084 Mueller Rd.  
DeForest, WI 53532  
Email: [christine@windsorwi.gov](mailto:christine@windsorwi.gov)

City of Sun Prairie Clerk  
300 East Main St.  
Sun Prairie, WI 53590  
Email: [dhermann@cityofsunprairie.com](mailto:dhermann@cityofsunprairie.com)

Village of DeForest Clerk  
306 DeForest St.  
DeForest, WI 53532  
Email: [leggett1@vi.deforest.wi.us](mailto:leggett1@vi.deforest.wi.us)

Erich Schmidtke  
Department of Administration  
Municipal Boundary Review  
PO Box 1645  
Madison, WI 53701  
[Erich.schmidtke@wisconsin.gov](mailto:Erich.schmidtke@wisconsin.gov)

I will be providing you exhibits to the Cooperative Plan via two separate emails (for a total of 9 exhibits). Please confirm that you receive all three emails; and, please, let me know if you have any questions or concerns that we might be able to address.

Thank you,

*Tina Butteris*

Finance Director/Treasurer  
Office Manager/Deputy Clerk  
Town of Windsor  
4084 Mueller Rd., DeForest, WI 53532  
Population: 6,469  
Phone: 608-846-3854 ext. 16  
Fax: 608-846-2328



*Act as if what you do makes a difference. It does.  
- William James*

## **Tina Butteris**

---

**From:** Violante, Todd <Violante@countyofdane.com>  
**To:** Tina Butteris  
**Sent:** Wednesday, September 12, 2012 11:54 AM  
**Subject:** Read: Cooperative Boundary Agreement Town of Windsor, City of Sun Prairie and Village of DeForest

Your message

**To:**  
**Subject:** Cooperative Boundary Agreement Town of Windsor, City of Sun Prairie and Village of DeForest  
**Sent:** Wednesday, September 12, 2012 11:54:07 AM (UTC-06:00) Central Time (US & Canada)

was read on Wednesday, September 12, 2012 11:54:05 AM (UTC-06:00) Central Time (US & Canada).

## **Tina Butteris**

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**From:** Violante, Todd <Violante@countyofdane.com>  
**To:** Tina Butteris  
**Sent:** Wednesday, September 12, 2012 12:02 PM  
**Subject:** Read: Cooperative Boundary Agreement Town of Windsor, City of Sun Prairie and Village of DeForest

Your message

**To:**  
**Subject:** Cooperative Boundary Agreement Town of Windsor, City of Sun Prairie and Village of DeForest  
**Sent:** Wednesday, September 12, 2012 12:02:08 PM (UTC-06:00) Central Time (US & Canada)

was read on Wednesday, September 12, 2012 12:02:06 PM (UTC-06:00) Central Time (US & Canada).

## **Tina Butteris**

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**From:** Violante, Todd <Violante@countyofdane.com>  
**To:** Tina Butteris  
**Sent:** Wednesday, September 12, 2012 12:02 PM  
**Subject:** Read: Cooperative Boundary Agreement Town of Windsor, City of Sun Prairie and Village of DeForest

Your message

**To:**  
**Subject:** Cooperative Boundary Agreement Town of Windsor, City of Sun Prairie and Village of DeForest  
**Sent:** Wednesday, September 12, 2012 12:02:16 PM (UTC-06:00) Central Time (US & Canada)

was read on Wednesday, September 12, 2012 12:02:14 PM (UTC-06:00) Central Time (US & Canada).

## **Tina Butteris**

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**From:** Violante, Todd <Violante@countyofdane.com>  
**To:** Tina Butteris  
**Sent:** Wednesday, September 12, 2012 12:02 PM  
**Subject:** Read: Cooperative Boundary Agreement Town of Windsor, City of Sun Prairie and Village of DeForest

Your message

**To:**  
**Subject:** Cooperative Boundary Agreement Town of Windsor, City of Sun Prairie and Village of DeForest  
**Sent:** Wednesday, September 12, 2012 12:02:24 PM (UTC-06:00) Central Time (US & Canada)

was read on Wednesday, September 12, 2012 12:02:22 PM (UTC-06:00) Central Time (US & Canada).



**WISCONSIN DEPARTMENT OF  
ADMINISTRATION**

**WISCONSIN DEPARTMENT OF ADMINISTRATION**

**APPROVAL of the COOPERATIVE PLAN  
under Section 66.0307, Wis. Stats.**

**between the**

**CITY OF SUN PRAIRIE,  
TOWN OF WINDSOR and  
VILLAGE OF DEFOREST,  
DANE COUNTY**

**December 20, 2012**

## **Introduction**

In accordance with s. 66.0307(5) of the Wisconsin Statutes, the Wisconsin Department of Administration (Department) approves the cooperative plan between the City of Sun Prairie, Town of Windsor, and Village of DeForest.

On September 28<sup>th</sup>, 2012, the Department received the Intergovernmental *Cooperative Plan Among the City of Sun Prairie, Town of Windsor, and Village of DeForest* (hereinafter called the Cooperative Plan). The municipalities developed this Cooperative Plan for the following reasons:

- Simplify the City and Village's extraterritorial review boundary lines inside the Town. This is the extent of the Village of DeForest's participation in the Cooperative Plan. All other provisions relate solely to the City of Sun Prairie and the Town of Windsor, and not to the Village of DeForest;
- Establish a long-term boundary between the City of Sun Prairie and the Town Windsor;
- Lay out future Town and City development areas to assure orderly and efficient development, which is important given Dane County's high growth rate and development pressure;
- Protect the unique Token Creek Watershed;
- Protect prime farmland, which both the City and Town agree is an irreplaceable resource;
- Incorporate a 2008 intergovernmental agreement between the Town of Windsor and the City of Sun Prairie regarding road improvements and development along the CTH C/Egre Road corridor;
- Create a process for ongoing intergovernmental communication and cooperation between the City and Town;
- Formalize the good relationship that the Town of Windsor and the City of Sun Prairie have enjoyed, and create certainty regarding both communities' shared vision for the territory located within the Cooperative Plan.

## **Public Hearing, Resolutions, Referenda and other Procedural Matters**

Before a cooperative plan is submitted to the Department, a number of procedural steps must occur. These are:

- Joint initiating resolutions passed by each participating municipality authorizing its governing body to work to negotiate and develop the plan;
- A joint public hearing to receive comments from the public and other governmental bodies; and

- Resolutions adopted by each municipality to approve a final version of the cooperative plan and forward it to the Department for review.

The following procedural steps may occur:

- An advisory referendum; and
- A public hearing held by the Department.

No area residents requested that an advisory referendum on the Cooperative Plan be held, and no area residents requested that the Department hold a public hearing.

Authorizing resolutions were passed by the City of Sun Prairie on June 7, 2011, by the Town of Windsor on June 13, 2011, and by the Village of DeForest on July 6, 2010. As required by s. 66.0307(4)(a) Wis. Stats., these resolutions were distributed to neighboring municipalities and other area jurisdictions.

The required joint public hearing was held on May 29, 2012. There were no citizen appearances or comments.

The Town adopted a resolution approving the Cooperative Plan on August 2, 2012, with the City and Village following on August 7, 2012. The communities forwarded the Cooperative Plan to the Department for its statutory review on September 28, 2012.

After the public hearing, and after the communities had approved the cooperative plan and forwarded it to the Department, the Capitol Area Regional Planning Commission and the Dane County Planning & Development Department submitted comment letters in November 2012. Ideally, these comment letters would have been received immediately after the public hearing so that the communities could have made any needed changes. Capitol Area Regional Planning Commission supports this Cooperative Plan and finds no issues or problems. However, Dane County has found several issues and concerns, which are discussed below.

### **Approval Criteria Applicable to the Department**

A cooperative plan shall be approved by the Department if the Department determines that each of the review criteria in s. 66.0307(5)(c), Wis. Stats., is met. The following paragraphs describe how the Plan relates to these review criteria. It is important to understand that this approval document is not a complete restatement of the Plan. Those wanting to learn specific details, provisions, nuances, and conditions should look to the text of the Plan itself, which is available from the City of Sun Prairie, Village of DeForest, and Town of Windsor and also at the Department of Administration's website at: <http://doa.wi.gov/municipalboundaryreview>.

***(1) The content of the plan under sub. S. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subds. 2 to 5m. s. 66.0307(5)(c)1, Wis. Stats.***

Information required by statute, and provided in a clear manner by the parties, includes the following fundamental details:

- Territory subject to the Plan – the territory subject to the Cooperative Plan is shown in Exhibit 1 of the plan and includes the territory within Sun Prairie and Windsor’s extraterritorial zoning area, specifically Sections 13, 14, 15, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, and 36;

The provisions related to extraterritorial zoning and plat review jurisdiction extend further north into Sections 3 and 10. The Village of DeForest is only involved with this Cooperative Plan as it relates to extraterritorial plat review jurisdiction;

- Transfer of certain territory – this Cooperative Plan may result in territory transfers between the Town and the City within an area referred to as the ‘Boundary Adjustment Area’ as shown in Exhibit 2 of the Cooperative Plan. This 80-acre area of Town territory is located along the northwestern edge of the City. Territory within the Boundary Adjustment Area may only attach to the City upon the landowner’s request. Both the City and Town agree that all development within this Boundary Adjustment Area shall occur within the City of Sun Prairie and in compliance with city development standards and municipal services;

The City and Town agree that comprehensive plan amendments or updates affecting lands within the Boundary Adjustment Area must be approved by both communities.

The City of Sun Prairie agrees that the Token Creek corridor shall constitute the long-term boundary between Sun Prairie and Windsor, and therefore, the City will not annex Town lands beyond the Boundary Adjustment Area during the term of this Cooperative Plan;

- City of Sun Prairie Extraterritorial Zoning (ETZ) and Land Division (ETJ) Authority Amended – Sun Prairie and Windsor agreed to and developed an extraterritorial zoning ordinance in 1993, which has functioned effectively for both the City and Town. However, incremental annexations by the Village of DeForest that have occurred since 1993 have cut into Sun Prairie’s extraterritorial zoning area. This has created confusion regarding the City’s ETZ and ETJ boundaries, and has created difficulty in reviewing development proposals across the multiple jurisdictions. To resolve the confusion, this Cooperative Plan amends the City’s ETZ and ETJ boundaries, as shown in Exhibit 9 of the Cooperative Plan. The red line running north-south through the Town of Windsor reflects the City’s new extraterritorial extent. This change will greatly simplify the administration of local zoning and platting ordinances.

The City also agrees that Windsor’s comprehensive plan will guide zoning decisions within the newly defined ETZ area. The parties also agree that the City must approve all amendments to Windsor’s comprehensive plan as it applies to the ETZ area;

- DeForest Extraterritorial Land Division Review Authority – the Village of DeForest has ETJ jurisdiction within the Town of Windsor and its review area overlaps with the City of Sun Prairie’s ETJ and ETZ boundaries. To resolve this confusion, DeForest agrees to amend its ETJ to cover just those lands west of the City’s ETJ and ETZ boundary which is shown by the red line in Exhibit 9 of the plan. As mentioned earlier, this provision is DeForest’s only involvement in this Cooperative Plan. All other provisions relate just to the Town of Windsor and City of Sun Prairie;

- CTH C/Egre Road Corridor – Exhibit 3 of the plan shows the location and extent of the CTH C/Egre Road Corridor area, a 560 acre territory that generally lies just beyond the Boundary Adjustment Area and along the CTH C and the Egre Road intersection. This area is meant to establish a physical separation between the City and Town, to clearly transition from one community to the other, and to make the Token Creek environmental corridor a permanent and natural boundary between the communities. In order to facilitate this, the two communities have agreed to certain development guidelines for this area, including the following:
  - Prior to either the City or Town approving development-related activities, the other community will be consulted, and raise comments, questions, and concerns about the proposal or project;
  - Both the City and Town will enforce a 75-foot minimum setback from Token Creek and its wetlands;
  - Encroachments within Token Creek’s 100-year floodplain will not be permitted;
  - Steep slopes, wooded areas, and other sensitive features along Token Creek or wetlands will be substantially preserved;
  - Clustering of residential areas will be encouraged to expand the Token Creek corridor and the physical separation between the City and Town, and through land dedication and educational signage that results in public open spaces being preserved in a natural state rather than simply becoming mowed yard space;
  - To protect the access controls along CTH C and Egre Road, newly developed lands must dedicate 100 feet for street right-of-way, and traffic studies will be developed to ensure that intersections and access points are appropriately sited and spaced;
  - To ease traffic pressure on arterial streets, the City and Town agree that multiple street connections occur between subdivisions, and cul-de-sacs should be minimized in favor of street patterns providing greater traffic circulation;
  - Development within the CTH C/Egre Road corridor will be open space and low-density residential, and Windsor agrees to follow the density provisions of its adopted comprehensive plan.
- Services – this Cooperative Plan does make provisions for services within the agreement territory, which are described further in this determination;
- Term – this Cooperative Plan commences upon the date of its approval by the Wisconsin Department of Administration, and terminates approximately 25 years from now at 11:59 pm. on December 31, 2037.

The above information, along with other information included in the Cooperative Plan, provides sufficient detail to enable the Department to find that the standards in s. 66.0307(3)(c)1. Wis. Stats. have been met.



***(2) Is the cooperative plan consistent with each participating municipality's comprehensive plan and with current state laws, municipal ordinances and rules that apply to the territory affected by the plan? s. 66.0307(5)(c)2 Wis. Stats.***

According to the City and Town, this Cooperative Plan is consistent with both communities' comprehensive plans and the various goals, objectives, and policies regarding future land use, transportation, community facilities, agriculture, and intergovernmental cooperation, that are contained in their comprehensive plans.

Areas of consistency with the City's comprehensive plan are numerous because the comprehensive plan emphasizes cooperation and developing positive relationships with surrounding towns and municipalities and encouraging sound development practices and preservation of environmentally sensitive resources at the edge of the City and beyond. Specific examples are:

- Goal 1 - Intergovernmental Cooperation Element: Work closely with neighboring units of government and jurisdictions to prepare and implement economically and environmentally sustainable development plans.
  - Objective 1: Encourage the adoption of intergovernmental agreements in order to avoid municipal boundary disputes.
  - Objective 3: The City of Sun Prairie encourages cooperative intergovernmental planning with neighboring communities to avoid inefficient development patterns and intergovernmental boundary conflicts.
- Goal 2 – Intergovernmental Cooperation Element: Foster and maintain good relationships with surrounding units of government and jurisdictions to ensure provision of services that are mutually beneficial, while not placing an undue financial burden on the City.
  - Objective 1: Promote the use of intergovernmental agreements for the provision of public facilities and services and honor and implement policies contained within existing intergovernmental agreements.
- Policy & Recommendation 1- Intergovernmental Cooperation Element: Continue to evaluate and review the effectiveness and equity of agreements between the City of Sun Prairie and the Town of Windsor. Such agreements should be amended to the mutual benefit of both municipalities as needed.
- Policy & Recommendation 2- Intergovernmental Cooperation Element: The City shall strive to work closely with neighboring municipalities to implement plan recommendations and policies.
- Goal 8 – Land Use Element: To work closely with neighboring towns, cities, and villages to prepare and implement economically and environmentally sustainable development plans.

- Objective 2: Continue to implement tot Sun Prairie/Windsor Extraterritorial Zoning Ordinance or replace this process with a cooperative plan that provides equal or greater benefit.
- Objective 3: Continue to implement the City of Sun Prairie – Town of Windsor Intermunicipal Agreement. *Note: This agreement is the precursor to this Cooperative Plan, and its terms have largely been assimilated into the Cooperative Plan.*

The Town of Windsor's comprehensive plan stresses intergovernmental cooperation and positive relationships with all of Windsor's municipal neighbors. This means that development of this Cooperative Plan is an important piece in implementing Windsor's comprehensive plan. Specific areas of consistency include:

- Pages 14-15 and 65-70 of Windsor's comprehensive plan lists as a goal and recommendation that the Town develop a boundary agreement with its incorporated municipal neighbors. Windsor already has a Cooperative Plan with the Village of DeForest, and this agreement with Sun Prairie means that the Town has achieved this goal;
- Successful development and implementation of the Sun Prairie-Windsor ETZ ordinance is one of the many positive relationships that the Town's comprehensive plan recommends be continued. This Cooperative Plan clarifies the ETZ and ETJ boundary line that DeForest and Sun Prairie has in the Town, as mentioned previously. By creating a more logical and understandable ETZ and ETJ boundary line, areas of overlap between the City and Village are eliminated and conflict and confusion are minimized;
- Pages 54-60 and 71-84 provide that preserving Windsor's agricultural and natural resources is another important goal. This agreement limits Sun Prairie's future annexations to the 80-acre Boundary Adjustment Area. Town lands beyond this area cannot be subject to annexation to the City during the 25-year term of this Cooperative Plan. This provides Windsor and area farmers with the certainty that the agricultural and rural character of the Town will continue over the next several decades. Additionally, because Windsor's future land use map will control in Town lands beyond the boundary adjustment area, large portions of the Town will be zoned at agriculture preservation densities of 1 residence per 35 acres;

This Cooperative Plan will preserve the Token Creek environmental corridor via its numerous provisions related to setbacks, signage, use of conservation subdivisions, Future Urban Development Area (FUDA) planning, and community ownership of open space, among others.

The City and Town believe that the Cooperative Plan is compliant with all federal, state, and local regulations, statutes, and ordinances. Also, the Capitol Area Regional Planning Commission (CARPC) indicates its strong support for the Cooperative Plan, finding that it will support the regional master plan, and will serve as a model of intergovernmental cooperation for other communities in the region. CARPC also found that the provisions regarding preservation of the Token Creek corridor will be supported by the FUDA planning that Windsor recently completed and that Sun Prairie will undertake in 2012. The FUDA planning helps to add details and specifics to the broader Cooperative Plan goal of preservation.

The Dane County Department of Planning and Development also reviewed this Cooperative Plan and is generally supportive, recognizing the three communities for taking a cooperative approach in resolving in intergovernmental issues. However, the county did have the following questions and concerns:

- The Cooperative Plan is unclear about which areas of Windsor may transfer to the City and which are protected from annexations by the City.

The Department is satisfied that this Cooperative Plan clearly indicates which territory may and may not transfer. Only Windsor lands within the Boundary Adjustment Area, shown on Exhibit 2 of the plan, may be annexed by the City of Sun Prairie. Lands beyond the Boundary Adjustment Area may not be annexed during the term of the Cooperative Plan;

- The Cooperative Plan should define what is meant by ‘urban development’ in the context of Windsor being prohibited from permitting urban development within the Boundary Adjustment Area.

Both Sun Prairie and Windsor intend that no development will be allowed to occur within the Boundary Adjustment Area unless and until these lands are annexed into the City. Page 7 of the Cooperative Plan provides that Windsor agrees to “prohibit or restrict urban development in the Boundary Adjustment Area”. Furthermore, page 6 provides that Sun Prairie and Windsor “agree that all defined development within the Boundary Adjustment Area” shall occur within Sun Prairie, not Windsor.

Finally, the Department contacted City and Town representatives and both confirmed the Cooperative Plan’s intent that no development is allowed within the Boundary Adjustment Area<sup>1</sup> until these lands are annexed to the City.

- Windsor’s comprehensive plan future land use map should be amended to be show that no Town development is allowed within the Boundary Adjustment Area. Dane County points out that while the Cooperative Plan indicates that all lands located south and east of Token Creek within the Boundary Adjustment Area shall remain undeveloped unless and until they are annexed into Sun Prairie, Windsor’s comprehensive plan appears in conflict because it provides for low-density residential development. If no development is to be permitted on Town lands in this area, then the county believes that the Town’s future land use map should be amended to reflect this.

The Department believes that while Sun Prairie and Windsor’s comprehensive plan future land use maps could possibly include some language that Town development is not permitted within the small 80-acre Boundary Adjustment Area, the Cooperative Plan is nonetheless generally consistent with both communities’ future land use maps. The Cooperative Plan contains numerous provisions regarding preserving the Token Creek corridor. In fact, preservation of the corridor in order to create a permanent physical and visual separation between the communities is a primary reason why they developed it. Windsor’s future land use map calls for either ‘Token Creek Conservation Residential’ or ‘General Conservation Residential’ within the Boundary

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<sup>1</sup> Email correspondence from Robert Wipperfurth, Town of Windsor Chair, and Scott Kugler, City of Sun Prairie Director of Planning and Development, December 18, 2012.

Adjustment Area, while the City's map calls for a combination of 'Open Space', 'Mixed Residential', and 'Low-density residential'. In both cases, prospective developers would be put on notice that some amount of open space and environmental preservation is required in this area.

- Cooperative Plan objective to preserve Token Creek is inconsistent with Cooperative Plan specifics. The county points out that the Cooperative Plan uses strong language about the need to preserve the Token Creek corridor in a natural and undisturbed state, however it also permits these lands to be annexed into Sun Prairie and developed in an urban manner and with full urban services.

The Department believes that both communities comprehensive plans include provisions which will enable them to sufficiently preserve the Token Creek corridor, such as conservation subdivisions, signage, community ownership of certain lands, etc.

None of Sun Prairie or Windsor's other municipal neighbors have voiced any comments or issues of concern. For the foregoing reasons, the Department finds that the Cooperative Plan is consistent with each community's comprehensive plan and with all current state laws, municipal regulations and administrative rules and that the standard in s. 66.0307(5)(c)(2) Wis. Stats. is therefore met.

***(3) Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan. s. 66.0307(5)(c)(3), Wis. Stats.***

Provision of services was a principal motivation for the City and Town to enter into this Cooperative Plan. Sun Prairie desires to expand in the most efficient manner possible, with new roads, sewer and water, and other infrastructure staged in an orderly and planned manner. The Town does not intend or desire to duplicate the kinds of urban services that Sun Prairie provides. Instead, it prefers much lower density development having lower service level demands.

This Cooperative Plan indicates that territory within the Boundary Adjustment Area will be served with full urban services when it annexes into the City, such as sewer and water, stormwater management, police, fire, etc. Until it is annexed, it will continue to be served by Windsor at the current service level. Town territory beyond the Boundary Adjustment Area is not available for attachment or annexation to the City and will continue to be served by Windsor throughout the term of this Cooperative Plan.

This Cooperative Plan also makes changes to the City and Village's ETJ and ETZ boundaries. As mentioned previously, these changes will make reviewing proposed developments and administering zoning and platting ordinances much easier and clear. In Town areas beyond the Cooperative Plan territory, county regulation of zoning and land division will be unaffected and continue on as it currently functions. Also, the county will continue to administer the shoreland and floodplain zoning ordinances.

This Cooperative Plan also includes a number of provisions related to future maintenance and development of roads within the Boundary Adjustment Area and CTH C/Egre Road Corridor area. Specifically:

- Annexed Roads – if Sun Prairie annexes land which includes portions of road right-of-way, the City and Town agree to develop an intergovernmental agreement specifying the responsibilities for road maintenance so as to minimize the inefficiency that could otherwise result from split responsibility for a length of roadway in and around this annexation area;
- Windsor-Sun Prairie Traffic Study and Cost-Sharing Agreement – in 2006 the City and Town developed a traffic study to examine the future road needs within the CTH C/Egre Road Corridor, and explore how the costs of making these transportation improvements would be split between the two communities. This Cooperative Plan incorporates this 2006 agreement in Exhibit 4 of the plan.

For all the foregoing reasons, the Department finds that adequate provision has been made for the delivery of necessary municipal services to the agreement territory, and that the standard in s. 66.0307(5)(c)3, Wis. Stats., is met.

***(4) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs. s. 66.0307(5)(c)(5), Wis. Stats.***

This Cooperative Plan establishes an orderly and predictable process for transferring designated territory from the Town to the City. The Boundary Adjustment Area provides an area for the City to gradually expand into as residents desire to develop their property and annex into the City.

Beyond the Boundary Adjustment Area, the City agrees not annex, which provides Windsor and its residents with the certainty needed to plan for the future. The boundary line created by this Cooperative Plan will utilize Token Creek to clearly separate the urban character of Sun Prairie from the rural character and land uses of Windsor.

Without this Cooperative Plan, development would still occur, however it could be sprawling, unplanned, and inefficient, and could result in area farmers making an economic decision to abandon farming. This would blur the boundaries between the two communities and between urban and rural land uses.

For all of the foregoing reasons, the Department finds that this Cooperative Plan is compatible with the surrounding community, will result in compact municipal boundaries, and that the standard in s. 66.0307(5)(c)5, Wis. Stats., is met.

***(6) Any proposed planning period exceeding 10 years is consistent with the plan. s. 66.0307(c)6 Wis. Stats.***

The planning term for the Cooperative Plan commences upon Department of Administration approval and terminates at 11:59 p.m., December 31, 2037, 25 years after the date of this approval. The basis for the 25-year planning term is that the term represents the amount of

time necessary to fully develop the Boundary Adjust Area in an orderly and cost effective manner.

Because of the scope of this Cooperative Plan, including the detailed service provisions, land transfers, and area protected from annexation, a term exceeding 10 years is appropriate. The Department therefore finds that the standard in s. 66.0307(5)(c)6, Wis. Stats., is met.

## Approval

This Cooperative Plan meets the statutory criteria of s. 66.0307, Wis. Stats. Pursuant to authority found in s. 66.0307(5), Wis. Stats., the Wisconsin Department of Administration hereby approves the City of Sun Prairie, Town of Windsor, and Village of DeForest Cooperative Plan.

Henceforth, amendments or revisions to this Cooperative Plan can only occur with the approval of the City, Town, and Village, and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the provisions of s. 66.0307(8), Wis. Stats. This Cooperative Plan is effective from today's date, and remains in effect pursuant to the language and terms contained therein.

Dated this 20 day of December, 2012, by the Wisconsin Department of Administration:



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Ed Eberle, Administrator  
Division of Intergovernmental Relations  
Wisconsin Department of Administration