

# Cooperative Plan Amendment

Village of DeForest, Town (now Village) of Windsor (2017)

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**FIRST AMENDMENT TO  
VILLAGE OF DEFOREST / VILLAGE OF WINDSOR  
COOPERATIVE PLAN UNDER SECTION 66.0307 WISCONSIN STATUTES**

The Village of DeForest, a Wisconsin municipal corporation with offices at 306 DeForest Street, DeForest, Wisconsin 53532 (hereinafter "DeForest"), and the Village of Windsor, a Wisconsin municipal Corporation with offices at 4084 Mueller Road, DeForest, Wisconsin 53532 (hereinafter "Windsor") (individually, a "Municipality" or "Party;" and, collectively, the "Municipalities" or "Parties"), entered into a Cooperative Plan (hereinafter "Cooperative Plan" or "Plan") on June 23, 2010, which Plan was approved by the Wisconsin Department of Administration on October 8, 2010.

**WHEREAS**, on November 9, 2015, the Town of Windsor incorporated as a village and the Village of Windsor succeeded to the interests of the Town of Windsor under the Cooperative Plan pursuant to the provisions of Wis. Stats. §66.02162(9); and

**WHEREAS**, in light of the changes to Windsor's legal authority resulting from its incorporation, the Parties have determined that the Plan should be amended to eliminate certain restrictions which contemplated Windsor's continuing status as a town and to make clerical changes to correspond to Windsor's current status; and

**WHEREAS**, Section 66.0307(8), Wis. Stats., provides for the amendment of cooperative plans; and

**WHEREAS**, the Parties have agreed to eliminate most development restrictions the Plan imposed on Windsor, and allow the attachment to DeForest of lands proposed for attachment in the Plan on an accelerated basis; and

**WHEREAS**, following class 3 notice of same as required by Section 66.0307(4)(b), Wis. Stats., DeForest and Windsor held a joint public hearing on the proposed Amendment on December 7, 2016, during and after which comments were received and which comments are reflected in this final Amendment;

Now, therefore, for and in consideration of the covenants, terms and conditions contained herein, the Parties agree that the Cooperative Plan is hereby amended as follows:

1. Section 1 of the Cooperative Plan (Participating Municipalities) is replaced in its entirety with the following:

This Plan applies to the Village of DeForest and Village of Windsor. The jurisdictional boundaries of DeForest and Windsor as of the date of adoption of this Amendment by the Municipalities are depicted on the Map attached hereto as Exhibit 20.

2. The following changes shall apply throughout the Cooperative Plan to reflect the changes in Windsor's form of government since the adoption of the Plan:

- All references to the "Town of Windsor" shall be replaced with "Village of Windsor," including those references within legal descriptions of referenced properties, as appropriate.
- All references to the Windsor "Chairperson" shall be replaced with the term "President."

- References to Windsor utilities shall be revised to reflect the fact that such utilities are currently owned and operated by Windsor as successor to the various sanitary districts formerly operating in Windsor.
- References to the Windsor “Business Manager” shall be replaced with “Director of Planning & Development.”

3. Section 3 of the Cooperative Plan (Term of the Plan) is replaced in its entirety and shall hereafter read as follows:

DeForest and Windsor agree that the term of this Plan (the “Planning Period”) shall be twenty (20) years from the date of approval of the Cooperative Plan by DOA on October 8, 2010 and shall expire at 11:59 pm on October 7, 2030.

Changes to the municipal boundaries of DeForest and Windsor during the Planning Period shall occur only as identified and authorized in the Plan, as amended hereby.

4. Section 5 of the Cooperative Plan (Issues, Problems, Opportunities) is replaced in its entirety with the following:

This Amendment removes certain restrictions on development in Windsor by removing from the Cooperative Plan all development restrictions on lands shown on Exhibit 2 as Areas A, B and C, except those restrictions applicable to Area E shall apply to the entire area included within Area E. Upon approval of this Amendment by the Department of Administration, the Parties shall cooperate in promptly recording appropriate releases of recorded restrictions affecting Areas A, B and/or C, all consistent with this Amendment. The Amendment is beneficial because it also eliminates potential issues and problems that could arise between Windsor and DeForest due to provisions in the Plan that are inconsistent with Windsor's current status as a village.

This Amendment will create opportunities for DeForest by accelerating the boundary adjustments as to Areas 1, 2, 3A and 3B agreed to in the Plan, eliminating the potential for disputes regarding such attachments in the future. Following approval of this Amendment, DeForest shall have the right to proceed with said boundary adjustments contemplated by the Plan at any time during the Planning Period.

This Amendment also maintains agricultural preservation restrictions with respect to Area E in Windsor, which is shown in **Exhibit 21** with the clarification that the western side of Area E is coterminous with the public right-of-way of USH 51. The restrictions on Area E set forth in the Plan as amended shall continue in full force and effect throughout the Planning Period.

5. Sections 8A-F of the Cooperative Plan (Boundary Adjustments Mandated and Permitted During the Planning Period) are deleted and replaced with the following:

#### **A. Attachments from Windsor to DeForest.**

The following land areas may, at the option of DeForest, be detached from Windsor and attached to DeForest at any time during the remainder of the Planning Period:

- Area #1: All lands in Sections 30 and 31 in Windsor that are west of Interstate 39/90/94, as shown on **Exhibit 2A** as Area 1, and as described in greater detail on **Exhibit 3A**, both of which are attached hereto and incorporated by reference.
- Area #2: Generally the E1/2 of the NE1/4 and the E1/2 of the SE1/4 and the NW1/4 of the SE1/4 of Section 20, T9N, R10E as shown on **Exhibit 2** as Area 2, and as described in greater detail on **Exhibit 3**.
- Areas 3a and 3b as designated on **Exhibits 2 and 3**.  
The Parties acknowledge that all automatic attachments and all detachments from DeForest called for by the Plan have previously occurred.

Legal descriptions in **Exhibit 3** shall be adjusted to change Town of Windsor to Village of Windsor, as appropriate.

#### **B. Conditional Attachments/Detachments to and from DeForest and Windsor.**

The following land areas as generally depicted on **Exhibit 22** may be attached and detached only upon the mutual agreement of the Parties at any time during the Planning Period:

- All or any part contiguous to Windsor of the properties currently in DeForest owned by Clack Holdings, LLC identified as Dane County Tax Parcel Nos. 118/0910-322-9345-1 and/or 118/0910-322-9330-1.
- The parcel currently in DeForest owned by Elaine L. Erickson and identified as Dane County Tax Parcel No. 118/0910-202-7233-1.
- That part of the parcel currently in DeForest owned by Bear Tree Farms, Inc. identified as Dane County Tax Parcel No. 118/0910-283-9940-1 lying north of the proposed connection between the roadway currently planned in Windsor and Pederson Crossing Blvd.
- All or part of the following parcels, as designated on **Exhibit 22**:
  - The Boyce parcels currently in Windsor identified as Dane County Tax Parcel Nos. 196/0910-082-8530-6 and 196/0910-071-8000-0.
  - The Calvert parcel currently in Windsor identified as Dane County Tax Parcel No. 196/0910-082-9050-5.
  - The Kessenich parcels currently in Windsor identified as Dane County Tax Parcel Nos. 196/0910-082-9001-0 and 196/0910-082-9502-0.
  - The HCW Investments, LLC parcel in Windsor identified as Dane County Tax Parcel No. 196/0910-323-0576-0.
  - The Old Dominion Freight Line, Inc. parcel in Windsor identified as Dane County Tax Parcel No. 196/0910-323-0556-0.

- The Meyer Holding, LLC parcels in Windsor identified as Dane County Tax Parcel Nos. 196/0910-323-1008-0, 196/0910-323-0806-0 and 196/0910-323-0907-0.

6. Section 8G of the Cooperative Plan (Other Restrictions Affecting the Planning Area) is renumbered to 8C and amended as follows:

- Section 8G(1) is amended to remove section 5 from the coverage of that subsection.
- Section 8G(2) shall be retitled as: (2) Agricultural Preservation.
- Section 8.G.(2)(b)(i)-(iii) shall remain in effect as to Area E for the remainder of the Planning Period, including the elaborations upon and exceptions to the agreed agricultural preservation policy, as set forth therein, but modified as follows:
  - References to DeForest's extraterritorial jurisdiction shall mean the geographical area within the statutory extraterritorial jurisdiction of DeForest as it existed on the date of approval of the original Plan.
  - All references to the Dane County zoning code refer to the terms and provisions of that code as it existed on the date of approval of the original Plan, without regard to the present applicability of that code to Windsor.
  - Sections 8G(2)(b)(iv) and 8G (2)(b)(v) of the Cooperative Plan are hereby deleted and shall be of no further force or effect.

7. Sections 9D(3) and E of the Cooperative Plan are hereby deleted and shall be of no further force or effect.

8. Section 10 of the Cooperative Plan is replaced in its entirety with the following:

A. Notice. In any case where a Party is authorized to attach property from the other under this Agreement, such Party shall provide the other with written notice at least ten (10) days prior to enacting an ordinance under sub. B, that it is preparing to adopt an ordinance attaching the specified property.

B. Procedure for Attachment. After the notice period provided in sub. A, without review and recommendation by or any other sub-unit of the attaching Municipality and without further review or approval of the Municipality receiving the notice, the attaching Municipality may adopt an ordinance attaching the territory and may designate a temporary zoning classification for each parcel of land until the applicable zoning ordinance is amended as prescribed in Section 62.23(7)(d), Wis. Stats. The clerk of the attaching Municipality shall record the attachment ordinance with the Dane County Register of Deeds and file a certified copy of the attachment ordinance along with a certificate and plat with the Wisconsin Department of Administration and shall send a copy of such documents to each company that provides any utility service in the area that is attached. The clerk shall also file a signed copy of the attachment ordinance with the clerk of the Municipality from which the land is detached, and any affected school district. The attachment ordinance that is filed, recorded or sent, shall describe the attached territory and the associated population, if any. Failure to file, record, or send any required

document shall not invalidate the attachment and the duty to file, record or send shall be a continuing one. In the event different or additional filings are required as a result of an amendment to the controlling statutes, the clerk of the attaching Municipality shall comply with such requirements.

C. Effective Date of Attachments. Attachment ordinances shall be effective on the day after the date of publication of the ordinance, or a notice of enactment of the ordinance as otherwise permitted by law for publication of ordinances, unless a later date is specified in the ordinance.

9. Section 11 of the Cooperative Plan (Local Ordinances Affecting Areas Subject to the Plan) is amended to read as follows:

Territory attached to either Municipality under this Cooperative Plan shall become part of the territory of that Municipality, and shall be subject to all zoning and general ordinances of that Municipality immediately on the effective date of the attachment ordinance.

10. Section 12 of the Cooperative Plan (Extraterritorial Zoning and Land Division Regulations) is hereby deleted.

11. Section 13 of the Cooperative Plan (Comprehensive Planning and Intermunicipal Interaction) is deleted.

12. Section 14A (Police) of the Cooperative Plan is amended to read as follows:

Each Municipality shall be responsible for providing its own law enforcement services. The 2009 intergovernmental agreement regarding police services is no longer incorporated into the Plan and **Exhibit 11** is deleted from the Plan.

13. Section 15 of the Cooperative Plan (Storm Water Management and Control) is amended to acknowledge that Windsor is no longer required to be directly regulated by Dane County with respect to erosion control and stormwater, but is currently using Dane County for erosion control and stormwater permitting and that land divisions in Windsor are not subject to Dane County regulations.

14. Section 18 of the Cooperative Plan is hereby deleted.

15. Sections 19A-D are amended to incorporate the authorizing resolutions, attest by affidavit, adoption resolutions and record of public participation relating to this Amendment which are attached hereto as **Exhibits 23, 24, 25, 26 and 27**.

16. Sections 20-33, inclusive, of the Cooperative Plan, shall apply to this Amendment to the same extent as the original Plan.

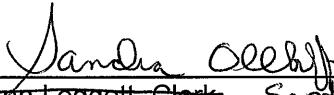
17. Except as modified by this Amendment, the terms and conditions contained in the Cooperative Plan shall continue in effect.

**IN WITNESS WHEREOF**, the Municipalities certify that this Amendment has been duly approved by their respective governing bodies in accordance with state and local laws, rules and regulations, and each Municipality has caused its duly authorized officers to execute this Amend on the dates written below its respective signatures.

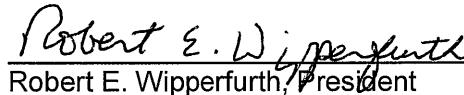
**THE VILLAGE OF DEFOREST, WISCONSIN,  
A Wisconsin Municipality**

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

Date: 4-18-2017

  
\_\_\_\_\_  
LuAnn Leggett, Clerk    Sandra Ollhoff  
                                    Deputy Clerk  
Date: 4-18-2017

**THE VILLAGE OF WINDSOR, WISCONSIN,  
A Wisconsin Municipality**

  
\_\_\_\_\_  
Robert E. Wipperfurth, President

Date: 4-20-2017

  
\_\_\_\_\_  
Christine Capstran, Clerk  
Date: 4-20-17



WISCONSIN DEPARTMENT OF  
ADMINISTRATION

SCOTT WALKER

GOVERNOR

SCOTT A NEITZEL

SECRETARY

**Municipal Boundary Review**

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: [wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)

Web: <http://doa.wi.gov/municipalboundaryreview/>

April 28, 2017

Judd Blau, President  
Village of DeForest  
306 DeForest Street  
DeForest, WI 53532

Robert Wipperfurth, President  
Village of Windsor  
4084 Mueller Road  
DeForest, WI 53532

**RE: Approval of First Amendment to the Village of DeForest and Town (now Village) of Windsor Cooperative Plan**

Gentlemen:

The Department of Administration has received your request for review and approval of the First Amendment to the Village of DeForest and Town (now Village) of Windsor Cooperative Boundary Plan under s. 66.0307 Wis. Stats., which was originally approved by the Department on October 8, 2010. Hereinafter this amendment is referred to as the "First Amendment" while the original cooperative plan agreement is referred to as the "Agreement". With this letter the Department is approving your First Amendment.

Section 66.0307 (8), Wis. Stats., enables parties to a cooperative boundary plan agreement to amend their agreement and submit it to the Department for approval. This First Amendment was adopted by resolutions by the Villages of DeForest and Windsor on February 22 and March 2 respectively. It was submitted to the Department for review and approval on March 15, 2017.

This First Amendment is desired in order to prevent potential issues and confusion due to the Town of Windsor's having incorporated as the Village of Windsor in 2015. Some of these changes are clerical in nature, such as changing references of *Town* of Windsor to *Village* of Windsor, and *Town Board Chair* to *Village President*. Other changes are made because the Agreement had contemplated Windsor's continued existence as a Town and as a result certain provisions are no longer necessary now that Windsor is a Village. For example, this First Amendment eliminates most of the Agreement's development restrictions imposed on Windsor, and accelerates attachments to DeForest.

The language of this First Amendment is clear and unambiguous, and does not disturb the Agreement's compatibility with the Department's review and approval standards found in s. 66.0307 (5), Wis. Stats. Therefore, pursuant to authority granted under s. 66.0307 (5) (a), Wis. Stats., the Department of Administration hereby **APPROVES** this First Amendment to the Village of DeForest and Town (now Village) of Windsor Cooperative Plan Agreement.

If we can be of any further assistance to you, or should you have any questions concerning this approval letter, please feel free to call me at (608) 267-1824. Congratulations on a successful conclusion of your efforts.

Sincerely,

Dawn Vick, Administrator  
Division of Intergovernmental Relations

April 28, 2017

Page 2 of 2

Cc: Allen Reuter, Village of DeForest Attorney  
Connie Anderson, Village of Windsor Attorney  
Lu Ann Leggett, Village of DeForest Clerk  
Christine Capstran, Village of Windsor Clerk

**VILLAGE OF DEFOREST/VILLAGE OF WINDSOR**  
**COOPERATIVE PLAN**  
**UNDER SECTION 66.0307 WISCONSIN STATUTES**  
[As First Amended]

**SECTION 1**  
**PARTICIPATING MUNICIPALITIES**

This ~~Cooperative~~ Plan applies to the Village of DeForest and ~~Town~~Village of Windsor~~located in Dane County, Wisconsin, which respective municipal. The jurisdictional boundaries of DeForest and Windsor as of the date of adoption of this Amendment by the Municipalities are shown~~depicted on the Map attached hereto as Exhibit 420.

**SECTION 2**  
**CONTACT PERSON**

The following person is empowered to speak for their municipality respecting this Cooperative Plan: For DeForest: its duly elected President. For Windsor: its duly elected ~~Chairperson~~President.

**SECTION 3**  
**TERM OF THE PLAN**

DeForest and Windsor agree that the term of this Plan (the "~~"Planning Period"~~"Planning Period")~~for all provisions contained herein~~ shall be twenty (20) years from the date of approval of the ~~Department of Administration or from the final approval of an agreement under Section 66.0301(6), Wis. Stats., incorporating the boundary provisions of this Plan, whichever occurs first, other than as specified in this Section~~Cooperative Plan by DOA on October 8, 2010

~~The~~and shall expire at 11:59 pm on October 7, 2030.

A. ~~Changes to the~~ municipal boundaries of DeForest ~~shall not change through the annexation of land from and~~ Windsor during the ~~twenty (20) year~~ Planning Period except through changes ~~shall occur only as~~ identified and authorized in ~~this~~the Plan, and any other annexation mutually approved by the Parties.

~~The restriction on DeForest annexation of lands within Windsor east of U.S. Highway 51 identified as Area B on Exhibits 2 and 3 shall be thirty (30) years from the effective date of this Plan either as a Section 66.0301(6) agreement or Section 66.0307 Cooperative Plan, whichever occurs first. In addition, the thirty (30) year restriction shall be extended to the remainder of the area of Windsor east of U.S. Highway 51 if the Parties agree upon an appropriate mixture of land uses within the portion of Area B lying south of Windsor Road and such lands are legally restricted to the approved uses. DeForest agrees that it shall not annex or approve any annexation petition for all or any part of Area B during the thirty (30) year term without Windsor's approval~~amended hereby.

## **SECTION 4**

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

The territory subject to this Cooperative Plan is as shown on **Exhibit 1** and includes those areas of DeForest and Windsor to which this document makes reference. The territory subject to the boundary adjustment and preservation provisions of this Plan shall also be all the territory where DeForest and Windsor have a mutual boundary.

## **SECTION 5**

### **ISSUES, PROBLEMS, OPPORTUNITIES**

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

- A. Establish Boundaries Between DeForest and Windsor, Thereby Eliminating Annexation Disputes.** ~~Like many towns, Windsor has been subjected to the loss of territory to DeForest by multiple annexations over an extended period of time. The losses of territory can create, from a municipal services standpoint, an irrational boundary difficult for Windsor to service. Not only is the border between DeForest and Windsor irregular, annexations have resulted in isolated areas where small portions of Windsor are partially surrounded by DeForest. The boundaries sought by this Cooperative Plan will recognize the interest of Windsor to maintain secure boundaries and to engage in meaningful planning. An agreed upon boundary will allow the Parties to more efficiently engage in joint land use planning, reduce land use related disputes, and better plan for infrastructure improvements for sewer, water and other urban amenities.~~
- B. Assure Orderly Development of DeForest and Windsor.** ~~Capital infrastructure improvements require a planning horizon which may be from one to five years in length. Under normal annexation dynamics, annexations may occur that disrupt existing plans for infrastructure improvements. The Plan will allow DeForest, Windsor and Windsor's sanitary districts to plan their utility services with more certainty of future service areas.~~
- C. Control Urban Sprawl.** ~~DeForest and Windsor believe that the Plan encourages development to be directed toward the developed areas, which is expected to greatly reduce the prospect of "urban sprawl." The joint planning aspects of the Plan provide for development to occur in a logical, phased and mutually beneficial manner.~~
- D. Maintain the Level of Public Safety Services Available.** ~~Windsor and DeForest provide fire service and emergency medical service through a shared intermunicipal district created pursuant to Section 66.0301, Wis. Stats. DeForest has its own police department, while Windsor provides police service through a service agreement with the Dane County Sheriff. Windsor and DeForest provide varying levels of municipal services. The Plan creates opportunities for potential expansion of intergovernmental~~

~~cooperating in service provision, but does not directly affect the services provided by each Party.~~

This Amendment removes certain restrictions on development in Windsor by removing from the Cooperative Plan all development restrictions on lands shown on Exhibit 2 as Areas A, B and C, except those restrictions applicable to Area E shall apply to the entire area included within Area E. Upon approval of this Amendment by the Department of Administration, the Parties shall cooperate in promptly recording appropriate releases of recorded restrictions affecting Areas A, B and/or C, all consistent with this Amendment. The Amendment is beneficial because it also eliminates potential issues and problems that could arise between Windsor and DeForest due to provisions in the Plan that are inconsistent with Windsor's current status as a village.

This Amendment will create opportunities for DeForest by accelerating the boundary adjustments as to Areas 1, 2, 3A and 3B agreed to in the Plan, eliminating the potential for disputes regarding such attachments in the future. Following approval of this Amendment, DeForest shall have the right to proceed with said boundary adjustments contemplated by the Plan at any time during the Planning Period.

This Amendment also maintains agricultural preservation restrictions with respect to Area E in Windsor, which is shown in **Exhibit 21** with the clarification that the western side of Area E is coterminous with the public right-of-way of USH 51. The restrictions on Area E set forth in the Plan as amended shall continue in full force and effect throughout the Planning Period.

## **SECTION 6 BOUNDARY ADJUSTMENT AREA OF DEFOREST AND WINDSOR**

The areas of DeForest and Windsor subject to boundary adjustments during the Planning Period are legally described on **Exhibit 3** and shown on a scale map on **Exhibit 2**. In cases where the designated boundary follows a public highway, the boundary shall be the centerline of that highway unless specifically designated otherwise on **Exhibit 3**. Notwithstanding the foregoing, the Parties may agree to a highway jurisdictional transfer for any public highway under either Party's jurisdiction. The boundary adjustments mandated and permitted under this Cooperative Plan will create more regular municipal boundaries in the DeForest-Windsor area. The adjustments will also connect the three separate parts of DeForest that existed as of the time of writing, in combination with the boundary adjustments specified under the 2007 Village of DeForest, Town of Burke, City of Sun Prairie, and City of Madison cooperative plan. That 2007 cooperative plan will ultimately transfer jurisdiction over Burke land of that is south of Highway to DeForest. The combination of those attachments and the attachments of Areas 1 and 4B (as depicted on **Exhibit 2**) will connect all DeForest Lands.

## **SECTION 7 CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS OF THE TERRITORY INCLUDED IN COOPERATIVE PLAN**

The current land use and physiographic conditions (natural features) of the territory included in the Cooperative Plan are identified on **Exhibits 4** and **5**.

## **SECTION 8** **BOUNDARY ADJUSTMENTS MANDATED AND PERMITTED** **DURING THE PLANNING PERIOD**

The boundary changes agreed by the Parties have been negotiated with the intent of promoting orderly development and preservation of land. The Parties have given consideration to the efficient timing and delivery of municipal services when arriving at future municipal boundaries. This consideration includes, but is not limited to, which Party or another related entity is in a better position to provide such services, including cost-effective sanitary sewer service, to each affected area during the term of this Plan. The changes in boundaries further promote more regular boundaries, for example by utilizing major roadways wherever practical as municipal boundaries, and by changing jurisdiction of certain isolated areas of Windsor to DeForest.

### **A. ~~Optional~~-Attachments from Windsor to DeForest.**

The following land areas may, at the option of DeForest, be detached from Windsor and attached to DeForest ~~onat any time during~~ the ~~earliest~~remainder of the ~~following occurrences:~~ Planning Period:

- (a) ~~at the time they are proposed for development at an intensity above Windsor, DeForest, or Dane County agricultural preservation policies,~~
  - (b) ~~at any time within one hundred twenty (120) days of the expiration of the Planning Period or the expiration of the term of the similar boundary agreement between the Parties under § 66.0301 (6), Wis. Stats., as long as that Section 66.0301(6) agreement remains in effect, or~~
  - (c) ~~at any other time upon the written consent of Windsor.~~
- Area #1: All lands in Sections 30 and 31 in Windsor that are west of Interstate 39/90/94, as shown on **Exhibit 22A** as Area 1, and as described in greater detail on **Exhibit 33A**, both of which are attached hereto and incorporated by reference.
  - Area #2: Generally the ~~E1/2E1/2~~ of the ~~NE1/4NE1/4~~ and the ~~E1/2E1/2~~ of the ~~SE1/4SE1/4~~ and the ~~NW1/4NW1/4~~ of the ~~SE1/4SE1/4~~ of Section 20, T9N, R10E as shown on **Exhibit 2** as Area 2, and as described in greater detail on **Exhibit 3**.
    - (1) "~~Proposed for development at an intensity above Windsor, DeForest or Dane County agricultural preservation policies~~" shall mean any one of the following events has occurred:

- (a) ~~The number of residences permitted under Dane County Agricultural Preservation Policies on a single farm exceeds one per 35 acres, excluding secondary farm residences from the determination.~~
- (b) ~~The applicable zoning authority approves rezoning of a farm, or any part thereof, to any district that allows commercial or industrial uses, or approves a conditional use permit which would permit any such use.~~
- (c) ~~The applicable zoning authority approves rezoning of a farm, or any part thereof, to any district that allows residential development if the maximum permitted development density allowed thereby for the entire farm would exceed one dwelling unit per 35 acres, excluding secondary farm residences from the determination.~~
- (d) ~~A petition is filed with DeForest by the owner of a parcel seeking attachment to DeForest and said owner, or a person or entity with the right to acquire ownership, enters into a development agreement providing for the extension of public water and sanitary sewer service to the parcel.~~

~~For purposes of this section, a "farm" shall mean all contiguous land under common ownership on January 1, 2010, regardless of its use on that date or thereafter. A proposal to develop any part of a farm at an intensity above the Windsor, DeForest, or Dane County agricultural preservation policies shall be sufficient to authorize the attachment of the entire farm. Notwithstanding the foregoing, in the event the farm subject to attachment is not contiguous to DeForest, DeForest may proceed to attach one or more additional farms within Area #1 or Area #2 as necessary to make the attachment territory contiguous to DeForest's boundary.~~

**B. Conditional Attachments from Windsor to DeForest.**

- ~~The following land areas shall detach from Windsor and attach to DeForest at the time of the occurrence of any future land division within each designated area: Areas 3a and 3b as designated on Exhibits 2 and 3. A division of any one parcel in an area is sufficient to allow attachment of the entire area.~~

**C. Automatic**~~The Parties acknowledge that all automatic attachments and all detachments from DeForest called for by the Plan have previously occurred.~~

Legal descriptions in Exhibit 3 shall be adjusted to change Town of Windsor to Village of Windsor, as appropriate.

**B. Conditional Attachments/Detachments to and from Windsor to DeForest and Windsor.**

~~The following land shall detach from Windsor and attach to DeForest upon the effective date of this agreement as a Section 66.0301(6) intergovernmental agreement or a~~

~~Section 66.0307 Cooperative Plan, whichever comes first: that part of the North Street right-of-way west of Highway 51, which at the time of approval of this Plan remains in Windsor and as further designated on Exhibits 2 and 3 as Area 4A, and all public rights of way in the NW $\frac{1}{4}$  of Section 30, T9N, R10E, designated on Exhibits 2 and 3 as Area 4B.~~

**D. Limitation on Attachments of Other Areas.**

~~Other than the attachments to DeForest as specified in this section, DeForest shall not attach nor annex in any manner any additional lands from Windsor during the Planning Period without the consent of Windsor. Subject to the changes authorized herein, as it affects Windsor the boundary of DeForest shall remain as currently shown on Exhibit 1.~~

**E. Detachment from DeForest and Attachment to Windsor.**

~~DeForest shall detach to Windsor upon the effective date of this agreement as a Section 66.0301(6) intergovernmental agreement or a Section 66.0307 Cooperative Plan, whichever comes first, not more than five acres at the east end of Hawk Trail, in the Grinde Road area, for lots and housing consistent with the housing already existing along Hawk Trail, following DeForest approval of rezoning and recording of a DeForest approved plat or certified survey map by the owner of such land. This area is designated as Area D on Exhibits 2 and 3.~~

**F. Development of Areas Reserved for Development within Windsor.**

~~The following areas designated in this subsection and in Exhibit 2 are reserved for development within Windsor. No part of the areas shall be attached to DeForest, either by attachment or annexation during the Planning Period unless such attachment is approved by Windsor. Development within these reserved areas is subject to certain terms and conditions as set forth below:~~

**(1) Future Windsor Development Areas.**

- (a) ~~Area A: Development in Area A shall occur only if the proposed development is consistent with both the Windsor and DeForest comprehensive plans in effect on July 1, 2010, along with such amendments as may be mutually agreed upon by the Parties as provided in Section 13B(5) below, and with the requirements of sub. (2) where applicable. Any development shall at all times be served by public sanitary sewer and water service.~~
- (b) ~~Area B: The Parties agree that the area identified on Exhibit 2 as Area B shall be not be permitted to develop in any manner inconsistent with the agricultural preservation standards included within Section 8G(2)(b) below or the DeForest and Windsor Comprehensive Plans as both existed on July 1, 2010, unless both Parties agree to subsequent amendments, except that this restriction shall apply to the portion of Area B lying south of Windsor Road only for a period of ten (10) years from the effective date of this Cooperative Plan. Any development in the~~

~~portion of Area B south of Windsor Road shall at all times be served by public sanitary sewer and water service.~~

~~(c) Area C: This is also known as the Norsman property and is located south of Windsor Road and east of Interstate 39/90/94 and is identified on Exhibits 2 and 3 as Area C. Any development shall at all times be served by public sanitary sewer and water service.~~

**(2) Pending Development.**

~~The development known as Windsor Crossing has previously been approved by Windsor and recorded as a condominium plat. Upon the effective date of this agreement either under Section 66.0301(6) or Section 66.0307, Wis. Stats., whichever comes first, and provided that the layout, land uses and densities shall follow the agreed upon standards attached hereto as Exhibit 6 and the development or development site is legally restricted as such, DeForest shall:~~

- ~~(a) Approve any condominium plat, subdivision plat or certified survey map for the lands proposed for Windsor Crossing as described, and per the standards, in Exhibit 6.~~
- ~~(b) Submit a letter to Dane County that states that DeForest has withdrawn its opposition to the rezoning of those same lands for the Windsor Crossing development or any successor, DeForest and Windsor have reached agreement on comprehensive plan amendments to facilitate the development, and DeForest and Windsor agree on the mix of land uses proposed for the Windsor Crossing lands.~~

~~This provision contained in sub. (2) was negotiated to address the Windsor Crossing development proposal that was pending at the time this Cooperative Plan was approved, but shall also apply to any subsequent development proposal for the Windsor Crossing lands (i.e. that portion of Area A on Exhibit 2 that is south of Windsor Road), unless modifications are approved by both Parties.~~

~~G~~The following land areas as generally depicted on Exhibit 22 may be attached and detached only upon the mutual agreement of the Parties at any time during the Planning Period:

- All or any part contiguous to Windsor of the properties currently in DeForest owned by Clack Holdings, LLC identified as Dane County Tax Parcel Nos. 118/0910-322-9345-1 and/or 118/0910-322-9330-1.
- The parcel currently in DeForest owned by Elaine L. Erickson and identified as Dane County Tax Parcel No. 118/0910-202-7233-1.
- That part of the parcel currently in DeForest owned by Bear Tree Farms, Inc. identified as Dane County Tax Parcel No. 118/0910-283-9940-1 lying north of the proposed connection between the roadway currently planned in Windsor and Pederson Crossing Blvd.
- All or part of the following parcels, as designated on Exhibit 22:

- The Boyce parcels currently in Windsor identified as Dane County Tax Parcel Nos. 196/0910-082-8530-6 and 196/0910-071-8000-0.
- The Calvert parcel currently in Windsor identified as Dane County Tax Parcel No. 196/0910-082-9050-5.
- The Kessenich parcels currently in Windsor identified as Dane County Tax Parcel Nos. 196/0910-082-9001-0 and 196/0910-082-9502-0.
- The HCW Investments, LLC parcel in Windsor identified as Dane County Tax Parcel No. 196/0910-323-0576-0.
- The Old Dominion Freight Line, Inc. parcel in Windsor identified as Dane County Tax Parcel No. 196/0910-323-0556-0.
- The Meyer Holding, LLC parcels in Windsor identified as Dane County Tax Parcel Nos. 196/0910-323-1008-0, 196/0910-323-0806-0 and 196/0910-323-0907-0.

### **C. Other Restrictions Affecting the Planning Area.**

(1) Limitation on Conservation Easements. Windsor agrees that it will not acquire, nor attempt to acquire, conservation easements or take any action which would otherwise restrict future development in Areas 1, 2, 3A, ~~3B~~ and ~~53B~~ on **Exhibits 2 and 3**, which under this Cooperative Plan are or may become available for attachment to DeForest during the Planning Period, unless otherwise approved by DeForest. Windsor shall not provide financial or other assistance to any other Party in connection with any action Windsor is prohibited from taking under this section. In the event any person or entity shall seek to impose such restrictions in violation of this subsection, Windsor shall fully cooperate with DeForest in any effort to oppose or remove such restrictions.

(2) ~~Working Lands Initiative and~~ Agricultural Preservation.

- (a) Working Lands Initiative. Wisconsin has recently adopted legislation to assist in preserving productive farms through the Working Lands Initiative. DeForest shall take no actions to preclude Windsor from implementing the Working Lands Initiative in the portions of Windsor east of Highway 51 and north of Windsor Road through appropriate amendments to Windsor's comprehensive plan, the purchase of conservation easements, the designation of Agricultural Enterprise Areas or otherwise, provided such actions are consistent with this Plan. Windsor shall not implement any aspect of the Working Lands Initiative that is contrary to the terms of this Plan, including but not limited to designating lands within Areas 1, 2, 3A, 3B, 4 or 5 as Agricultural Enterprise Areas or taking other actions that may limit further development potential or attachment of such lands.
- (b) Agricultural Preservation. DeForest and Windsor agree that ~~the area east of U.S. Highway 51 and north of Windsor Road Area E~~ will be used for agricultural production and open space uses, for ~~as long as attachments from that area are prohibited under the remainder of~~ the ~~terms of this Cooperative Plan~~.

(e)(b) Planning Period. The Parties further agree that, like other businesses, agriculture must evolve to meet changing market requirements and capture new farm income opportunities, and that successful evolution is beneficial to the overall community, provided that the fundamental agricultural and open space character of ~~the area east of U.S. Highway 51 and north of Windsor Road Area E~~ is maintained. The following subparagraphs i.-iii. represent elaborations upon and exceptions to this agreed agricultural preservation policy with respect to Area E, which is depicted on Exhibit 2.

- i. Limited housing will be allowed per the "1 per 35 residential splits" policies of both communities' comprehensive plans as they existed on July 1, 2010 (which exclude secondary farm residences from the determinations), except as the relevant policies of either or both comprehensive plans may be subsequently amended by mutual consent of both Parties.
- ii. Residences and outbuildings may be used for home occupations, limited family businesses, or farm family businesses, as those terms are defined and limited under Dane County zoning rules. Efforts shall be made to utilize the existing residence and outbuildings before constructing new buildings. When new buildings are constructed, efforts shall be made to keep them within the area bounded by the then-current residence and outbuildings. New buildings may utilize additional farmland only after Windsor enters detailed written findings of fact demonstrating that reasonable efforts have been made towards realizing one of the other two preferred options as stated above. Rezonings for other types of home-based businesses will be approved by Windsor only if limited—by selection of an appropriate agricultural-related zoning district, requiring of a recorded deed restriction, or both—to enable businesses operated by one or more residents of the property that are clearly related to agriculture or horticulture only. The intent of this subsection is to minimize the loss of productive farmland and to maintain the integrity of ~~the area east of Highway 51 and north of Windsor Road Area E~~ as a whole for agricultural production.
- iii. Rezonings and conditional use permits in Area E shall be allowed for agricultural research operations, seed production operations, operations that process farm products grown mainly on-site where conducted by the farm owner/operator and where farming remains the primary activity, agricultural entertainment activities as defined by the Dane County zoning code, (the terms and provisions of that code as it existed on the date of approval of the original Plan, without regard to the present applicability of that code to Windsor), or similar operations which by their very nature should be located in an area focused on

agricultural production, provided that within ~~DeForest's the geographical area within the statutory extraterritorial jurisdiction of DeForest as it existed on the date of approval of the original Plan:~~

- a. All pertinent provisions of both the applicable zoning ordinance and the comprehensive plans of both Parties as they existed on July 1, 2010 are followed, except as the relevant policies of either or both comprehensive plans may be subsequently amended by mutual consent of both Parties.
- b. All such development shall be subject to Windsor site plan review regulations which are substantially similar to those regulations applicable to commercial development under Windsor's site plan review regulations in place as of April 1, 2010.
- c. The use and all potential subsequent uses, except for agricultural entertainment activities, authorized by the zoning district or conditional use permit must advance, or focus on research towards the advancement of, agriculture in Windsor and the region.
- d. None of the following uses will be approved or recommended by Windsor, except where one was established prior to April 1, 2010 or otherwise only following approval of the DeForest Village Board: ethanol plant, rendering plant, commercial slaughterhouse, mineral extraction operation, asphalt or concrete batch plant, fertilizer mixing or blending plant, any use predominately focused on agricultural trucking, dead stock hauling or disposal service, stock yard, livestock auction facility.
- e. All development located within mapped wellhead protection areas shown in **Exhibit 7a** or described in the Windsor Wellhead Protection Ordinance as provided in **Exhibit 7b** shall comply with the requirements of NR 811.16, Wisconsin Administrative Code, and both communities' Wellhead Protection Ordinances to the extent that similar restrictions are applicable to similarly positioned wells in each community.
- f. Windsor shall disapprove of any rezoning or conditional use permit allowed under this subsection (iii) unless appropriate conditions and restrictions are recorded to ensure ongoing compliance with the limitations contained within this subsection (iii).
- g. Prior to taking any formal action on said rezoning or conditional use permit allowed under this subsection (iii), Windsor shall consult with DeForest regarding the proposal and its consistency with this Cooperative Plan and the comprehensive plans of the two Parties.

Such consultation shall occur at one of the joint meetings described under Section 13(B).

- h. Within the west 1/2 of Sections 16 and 21 and the west V21/2 of the northwest A1/4 of Section 28, T9N, R10E, as depicted as Area E in **Exhibit 2**, Windsor shall disapprove any rezoning or conditional use permit allowed under this subsection (iii) unless such proposal is first approved by the DeForest Village Board.

The intent of this subsection (iii) is to allow these lands designated for agricultural production in Area E to adapt to changes in agriculture, but also to emphasize that the predominant character of these lands will remain as farmland and open space and to minimize negative impacts on nearby lands currently developed or planned for development.

- iv. ~~Any lands may be used for the construction and maintenance of stormwater management facilities, if a professional stormwater management study conducted or approved by either Party recommends such facilities. Lands used for stormwater management facilities may be owned by either Party, and any lands owned by DeForest intended for such facilities shall, during the term of this Cooperative Plan as it applies to this area, be subject to DeForest's zoning jurisdiction and regulations from the date of acquisition, but shall be zoned only to a designation that is consistent with use as a stormwater management facility.~~
- v. ~~The area near the intersection of Highway V/Grinde Road and Highway 51 that is designated for "mixed use" development within the two Parties' comprehensive plans as they existed on July 1, 2010 may be utilized in accordance with the standards within such comprehensive plans for this "mixed use" area, except as either or both comprehensive plans may be subsequently amended by mutual consent of both Parties as they affect this particular "mixed use" area.~~

## SECTION 9 SANITARY SEWER AND WATER SERVICE

- A. **Wastewater Treatment.** The treatment of wastewater collected in sewage collection systems for DeForest and Windsor is provided by the Madison Metropolitan Sewerage District.
- B. **Urban Service Areas.** The urban service areas are under the control of the Wisconsin Department of Natural Resources and are administered with the advice of the Capital Area Regional Planning Commission (CARPC) created May 2, 2007, by Executive Order #197 of Wisconsin Governor James Doyle pursuant to Section 66.0309, Wis. Stats.
- C. **Local Sewer Utilities.** DeForest has a public works department that provides maintenance and authorized extensions of DeForest's wastewater collection system.

Windsor has four sanitary districts that provide maintenance and authorized extensions of their wastewater collection systems:

- (1) Lake Windsor Sanitary District
- (2) Morrisonville Sanitary District
- (3) Oak Springs Sanitary District
- (4) Windsor Sanitary District #1

The location of the existing boundary for each of the districts is shown on **Exhibit 8**.

#### D. Local Water Utilities.

- (1) DeForest through its public works department operates, maintains, and extends water service to its residents and to certain residents of Windsor (along with the Towns of Burke and Vienna) under existing intermunicipal agreements entered into under Section 66.0301, Wis. Stats.
- (2) Windsor Sanitary District No. 1 operates, maintains and extends water service to customers of Windsor that are within the boundaries of the district along with certain properties formerly within the district that have since been annexed to DeForest.
- (3) ~~DeForest and Windsor at the time of this agreement cooperate on the extension of sewer and water service under what is referred to as a mutually agreed "Utility Neutral" policy. DeForest and Windsor shall continue to be bound to the following provisions, which were established by agreement in 2004, throughout the Planning Period. The policy is stated as follows:~~
- (a) ~~Provision of Utility and other Public Services. DeForest and Windsor shall each have the right to provide extensions of municipal sewer and water services (together with other municipal and utility services) to the areas within their respective jurisdictions. The Party providing such services shall generally be the Party within which the customer's property lies, except as the Parties may subsequently agree otherwise. The schedule for delivery of such public utilities and other public services shall be determined as follows:~~
  - i. ~~DeForest will provide its public services to those properties that are within DeForest and those properties that are subject to attachment under this Plan immediately following such attachment, except that the provision of development-based services (such as sewer and water) to any given area will generally be deferred to correspond to the timing of additional development in that area.~~
  - ii. ~~Windsor will provide its public services to those properties that are within Windsor and those properties that are subject to detachment under this Plan immediately following such detachment, except that the provision of~~

~~development-based services (such as sewer and water) within any given area will generally be deferred to correspond to the timing of additional development in that area.~~

- ~~iii. The Parties will refer to their respective timetables to improve or enhance utilities, community facilities, and services that are provided in their respective comprehensive plans, and to the Joint Utility Study, described in subparagraph (c) below.~~

- ~~(b) Extraterritorial Facilities Extensions. In connection with the extension of either water or sewer service, each Party consents to the location of utility facilities of one Party being located under the streets or within the public lands or utility easements of the other Party. Such installation and location shall be done in accordance with generally accepted engineering standards and applicable municipal ordinances (including any permitting requirement but excluding any bonding requirement). The specific location of facilities on public lands other than street rights of way shall be subject to mutual agreement. In the event such a utility extension is designed to cross private land in either municipality, such municipality shall not take any action to obstruct or prevent such work. Notwithstanding the foregoing, however, nothing contained in this Section 9 shall prevent the Parties, together with Windsor Sanitary District No. 1, from subsequently entering into intergovernmental cooperation agreement(s) if the Parties determine them to be cost effective and in their respective best interests, to make joint use of utility facilities or otherwise to cooperate in the provision of utility services.~~

~~No further authorization shall be required to enter upon lands within the boundaries of the other municipality to construct or maintain sewer or water lines, but prior to commencing utility work in the right of way of the other Party, notice, in writing, shall be given 30 days in advance of the commencement of the utility work unless an emergency situation exists requiring prompt repair. In an emergency, notice shall be given as soon as practicable. The Party conducting such work shall comply with all applicable safety regulations when working within the boundaries of the other municipality.~~

- ~~(c) Joint Utility Study. Windsor and DeForest have undertaken a joint utility study to plan for future extensions of public sanitary sewer and water. The goal of said study is for both communities to benefit through avoiding costs from duplication of utilities and elimination of future disputes over utility extensions by making utility decisions on the basis of the most cost effective extension rather than the identity of the public utility making the extension. The Parties further agree that if the joint utility study concludes that existing public sewer lines should, in the future, appropriately serve development in both communities, they will consider the possibility of turning said lines over to Madison Metropolitan Sewerage District.~~

#### **E. Cooperation in Urban Service Area Approvals.**

Neither Party shall object to, nor solicit, encourage, request or otherwise urge CARPC, its successor, or any member of the staff or governing body of either of the foregoing, whether publicly or privately, to reject, future petitions by the other Party to amend the boundaries of any Urban Service Area to include additional lands located (or to be located upon a boundary change authorized by this Plan) within the municipal boundaries of the petitioning Party other than good faith objections based on the unsuitability of the property identified in the petition for development or the inability of the petitioning Party to provide municipal services to such property. In the event the non-petitioning Party shall make any written communication with any member, employee or consultant of the CARPC relating to the substance of any petition described in this paragraph, a copy of such communication shall be provided to the petitioning Party at the same time, and through the same manner of delivery as used to communicate with CARPC. The non-petitioning Party shall also immediately notify the petitioning Party of the content of any oral communication to CARPC relating to any such petition. Any position communicated to CARPC that requests that approval of a petition be conditioned upon, or which is accompanied by a request for, the payment of money to the communicating Party or any act or omission by the petitioning Party not directly related to the property at issue shall be presumptively deemed made in bad faith.

### **SECTION 10 PROCEDURE FOR ATTACHMENTS**

#### **A. Attachments During the Planning Period.**

A. Notice to Windsor. At. In any time after the occurrence of any event or condition specified for permitting detachment case where a Party is authorized to attach property from Windsor and attachment to DeForest, DeForest the other under this Agreement, such Party shall give Windsor provide the other with written notice at least ten (10) days written notice prior to enacting an ordinance under sub. B, that the event triggering attachment has occurred and that DeForest it is preparing to adopt an ordinance attaching the specified property.

B. Procedure for Attachment. After the notice period provided in sub. A(1), without review and recommendation by DeForest Planning and Zoning Commission or any other sub-unit of DeForest the attaching Municipality and without further review and/or approval of Windsor, DeForest the Municipality receiving the notice, the attaching Municipality may adopt an ordinance attaching the territory causing the attachment and designating and may designate a temporary zoning classification for each parcel of land until the applicable zoning ordinance is amended as prescribed in Section 62.23(7)(d), Wis. Stats. The DeForest clerk of the attaching Municipality shall record the attachment ordinance with the Dane County Register of Deeds and file a certified copy of the attachment ordinance along with a certificate and plat with the secretary of state Wisconsin Department of Administration and shall send a copy of such documents to each company that provides any utility service in the area that is attached. The clerk shall also file a signed copy of the attachment ordinance with the clerk of Windsor the Municipality from which the land is detached, and any affected school district. The attachment

ordinance that is filed, recorded or sent, shall describe the attached territory and the associated population, if any. Failure to file, record, or send any required document shall not invalidate the attachment and the duty to file, record or send shall be a continuing one. In the event different or additional filings are required as a result of an amendment to the controlling statutes, the clerk of the attaching Municipality shall comply with such requirements.

C. Effective Date of Attachments. Attachment ~~to DeForest ordinances~~ shall be effective on the day after the date of publication of the ~~attachment~~ ordinance, or a notice of enactment of the ordinance as otherwise permitted by law for publication of ordinances, unless ~~another~~ later date is specified in the ordinance.

**A. ~~Attachments/Detachments Effective Upon Final Approval of the Plan.~~**

~~Section 8C provides that the transfer of municipal jurisdiction over certain areas of land shall occur upon the effective date of this agreement under Section 66.0301(6), Wis. Stats. Those attachments/detachments shall occur whether or not this agreement is approved as a Cooperative Plan under Section 66.0307, Wis. Stats. The DeForest Board shall adopt attachment ordinances for the purpose of memorializing the attachment. The DeForest clerk shall record the attachment ordinance with the Dane County Register of Deeds and file a signed copy of the ordinance with the clerk of any affected school district. The attachment ordinance shall contain a description of the property and a map showing the attachment. Failure to file, record or send any required document shall not invalidate the attachment and the duty to file, record and/or send shall be a continuing one.~~

**SECTION 11  
LOCAL ORDINANCES AFFECTING AREAS SUBJECT TO THE PLAN**

~~The territory Territory attached to DeForest from time to time either Municipality under this Cooperative Plan shall become DeForest part of the territory of that Municipality, and shall be subject to all DeForest zoning and general ordinances of that Municipality immediately on the effective date of the attachment ordinance.~~

**SECTION 12  
EXTRATERRITORIAL ZONING AND LAND DIVISION REGULATIONS**

**A. ~~Geographic Jurisdiction. Exhibit 1 outlines the extraterritorial subdivision review jurisdiction of DeForest as of the effective date of this Cooperative Plan. Windsor is also subject to the extraterritorial subdivision review and extraterritorial zoning jurisdiction of the City of Sun Prairie, which limits the extent of DeForest jurisdiction over Windsor. Windsor and DeForest agree that it would be beneficial to work with Sun Prairie to establish agreed boundaries and agree to work with each other to accomplish that goal.~~**

**B. ~~Exercise of Extraterritorial Powers. It is agreed by DeForest and Windsor that this Plan does not limit the exercise of any extraterritorial jurisdictional powers granted to~~**

~~DeForest by the Wisconsin Statutes. Limitations that had been agreed upon in the 2004 settlement agreement shall terminate upon the approval of both Parties of this Plan either as a Section 66.0301(6), Wis. Stats. Intergovernmental Agreement or Section 66.0307, Wis. Stats. Cooperative Plan.~~

- ~~C. Zoning Considerations. In the event that extraterritorial zoning is enacted by DeForest, the Parties agree that in order to promote implementation of zoning beneficial to both Parties that they will consider both the Village of Waunakee and Town of Westport or Village of DeForest and Town of Vienna/Town of Burke extraterritorial zoning arrangements. Nothing in this Plan is intended to require either Party to agree to any particular model or to require the enactment of an extraterritorial zoning ordinance.~~

[Intentionally deleted]

## **SECTION 13 COMPREHENSIVE PLANNING AND INTERMUNICIPAL INTERACTION**

- ~~A. General. Windsor and DeForest both have adopted comprehensive plans under Section 66.1001, Wis. Stats. The Parties have a desire to have their comprehensive plans consistent with one another, and for land development in areas of mutual concern to be compatible with their comprehensive plans. In fact, as of the date of this Cooperative Plan, Section 66.1001, Wis. Stats. requires that certain actions associated with a municipal governmental unit's official map, subdivision regulations, zoning ordinance, and shoreland wetland ordinance must be consistent with its comprehensive plan.~~

~~From their initial adoption in 2006, there have been relatively few inconsistencies between the comprehensive plans of DeForest and Windsor. Some of the inconsistencies have led to differences as to how the Parties have addressed development proposals within DeForest's extraterritorial jurisdiction, which has at times led to conflict between the Parties. As a component of the process to complete this Cooperative Plan, the Parties identified remaining areas of difference between the two comprehensive plans and approaches to resolve those differences. On May 12, 2010, the respective boards of DeForest and Windsor adopted an agreement under Section 66.0301(6), Wis. Stats. and amendments to their respective comprehensive plans, with such amendments intended to resolve remaining inconsistencies between them. The adopted amendments to the respective comprehensive plans are included as Exhibit 19. Per the approval ordinances associated with the adoption of these amendments, these comprehensive plan amendments took effect following the May 12, 2010 actions of the respective boards and in advance of adoption of this Cooperative Plan under Section 66.0307, Wis. Stats.~~

~~Many of the recently adopted comprehensive plan amendments relate to areas intended to remain and be developed in Windsor, as identified in this Cooperative Plan. Particularly following the adoption of these amendments, the Parties have anticipated development of certain, mutually agreed lands in DeForest's~~

~~extraterritorial jurisdiction, and preservation of other lands. Overall, this Cooperative Plan provides for adjustments to and stability of municipal boundaries in a manner that will promote orderly and cost effective development and provision of associated public services according to the amended comprehensive plans of Windsor and DeForest. Overall, this Cooperative Plan is consistent with each Party's comprehensive plan. Specifically, it is consistent with and advances the future land use maps, land development and land preservation policies, and intergovernmental cooperation and implementation policies and recommendations in the respective comprehensive plans. This Cooperative Plan also is consistent and compatible with other existing local, county, state, and federal plans, ordinances, codes, and statutes. This Cooperative Plan was developed in recognition of the multiple jurisdictions with an interest in the cooperative planning area, including the multiple utilities serving the area and the DeForest Area School District.~~

## **B. Intermunicipal Interaction on Planning Issues.**

- (1) **Joint Meetings on Mutual Planning Issues.** The Parties agree that their Plan Commissions shall meet jointly no less than three times per year, on a mutually agreed schedule, to address issues of mutual concern. One of the meetings shall be held in the first one half of November of each year to discuss potential amendments to comprehensive plans as part of the annual review of such plans. The DeForest Planner and Windsor Business Manager shall have the shared responsibility of establishing the agenda for these meetings. In the event that the DeForest Planner and the Windsor Business Manager jointly agree that no issues of mutual concern exist, they may cancel the next scheduled meeting, but in no case shall fewer than one such meeting be held every calendar year.
- (2) **Joint Governing Body Meetings.** The DeForest and Windsor Boards shall meet quarterly to review issues of mutual concern arising under their comprehensive plans and this Cooperative Plan, as well as regional concerns. DeForest shall host meetings in January and June, and Windsor shall host meetings in April and September of each year. In the event that the DeForest President and Windsor Chairperson jointly agree that no issues of mutual concern exist, they may cancel the next scheduled quarterly meeting of the Boards, but in no case shall fewer than one such meeting be held every calendar year.
- (3) **Comprehensive Plan Amendments.**
  - (a) **Comprehensive Plan Amendments.** Through this Cooperative Plan, DeForest and Windsor promote continued consistency between their comprehensive plans over time. In order to promote continued consistency while still allowing amendments to comprehensive plans in the future, each Party agrees to allow and encourage the meaningful participation of the other Party before amending its comprehensive plan. Not later than one year following the effective date of this agreement under the provisions of either Section 66.0301(6) or Section 66.0307, Wis. Stats., whichever comes first, the Parties

~~shall amend their respective comprehensive plans to incorporate the standards in Section 8(G)(2)b of this Plan regarding agricultural preservation.~~

- ~~(b) Schedule. Each Party agrees to consider amendments to its comprehensive plan no more frequently than on an annual cycle, beginning no earlier than November and ending no later than March of the following year, except under at least one of the following circumstances:~~
- ~~i. The Party is approached with a unique development opportunity that would help achieve the community's economic development goals, as expressed through its comprehensive plan.~~
  - ~~ii. The Party is faced with a particular challenge or problem that, in its determination, needs more immediate attention than waiting for the normal comprehensive plan amendment cycle would allow.~~
  - ~~iii. The two Parties mutually agree, in writing, to a different or additional comprehensive plan amendment cycle.~~
- ~~(c) Notice of Special Plan Amendments. Prior to the scheduling of a plan commission meeting to recommend amendments to either comprehensive plan on a different cycle than the annual amendment cycle specified above, the Party wishing to consider an amendment to its comprehensive plan shall notify, in writing, the other Party of the first Party's interest in amending its comprehensive plan. That notification shall suggest no less than three alternative dates and times over the course of at least two different weeks for the two Parties to discuss the proposed amendments, if desired by the other Party. If held, that meeting shall be considered one of the meetings intended by sub. B(1).~~
- ~~(d) Notice for All Plan Amendment Recommendations. Regardless of the schedule utilized to consider amendments to the comprehensive plans, the Party proposing to amend its comprehensive plan shall provide the other Party with a written notice, at least thirty (30) days in advance of the plan commission date on which a recommendation by resolution on the plan amendment is first on the agenda, with such notice including the language or map change associated with the proposed amendment; the scheduled date, time, and location for the plan commission meeting; and an invitation for the other Party to participate in the plan commission discussion on the proposed comprehensive plan amendment.~~
- ~~(e) Notice of Proposed Final Action. Following the plan commission's recommendation by resolution on the proposed comprehensive plan amendment, the Party proposing the plan amendment shall provide the other Party with a written notice, at least thirty (30) days before the required public hearing associated with the amendment per Section 66.1001 Wis. Stats., with~~

~~such notice including the recommended language or map change associated with the proposed amendment; the scheduled date, time, and location of the public hearing; and an invitation for the other Party to participate in the public hearing on the proposed comprehensive plan amendment.~~

(f) ~~Criteria for Plan Amendments.~~ Windsor and DeForest agree to utilize the following intergovernmental criteria when considering future amendments to their respective comprehensive plans:

- i. ~~The proposed amendment shall be consistent with this Cooperative Plan, and with other intergovernmental agreements between the two Parties, as either may be amended from time to time.~~
- ii. ~~The proposed amendment is intended for the betterment of the entire DeForest-Windsor community, or at least will be neutral with regard to this criterion.~~
- iii. ~~The proposed amendment will not have undue negative impacts on the ability of the other Party to implement its comprehensive plan.~~

(4) ~~Resolution of Plan Conflicts.~~ In the event inconsistencies arise in the content or application of comprehensive plans, the Parties will work towards a mutual solution. Still, over time, legitimate differences between the Parties may arise and in the event of differences, it is intended by the Parties that they will make use of their own comprehensive plans for decisions on development, as such plans may be from time to time amended. However, within Areas A, B, C and D as specified in this Cooperative Plan, both Parties agree to utilize their comprehensive plans as they existed on July 1, 2010, but not including any future amendments or updates, unless both Parties mutually agree to future amendments or updates affecting Areas A, B, C and D.

(5) ~~Land Division and Public Area Planning.~~ To assist with implementation of their comprehensive plans, Windsor and DeForest have adopted their own subdivision control ordinances and official map ordinances. The official maps are presented in Exhibit 9 and Exhibit 10. While the official maps show different features at times, there are no material inconsistencies among the features that both maps show and the execution of one official map would not inhibit the execution of the other. The subdivision control ordinances of Windsor and DeForest have similar objectives, but differences in their detailed requirements. Both Parties acknowledge that where jurisdictions overlap there may be differences in the individual ordinances or the application of the ordinances. Finally, the Parties agree that mutual cooperation may be warranted in order to satisfy consistency requirements of Section 66.1001, Wis. Stats.

[Intentionally deleted]

## SECTION 14 POLICE, FIRE AND RESCUE

- A. Police.** Each Municipality shall be responsible for providing its own law enforcement services. The 2009 intergovernmental agreement regarding police services is no longer incorporated into the Plan and **Exhibit 11** is deleted from the Plan.
- A. B. Police.** DeForest provides police protection for DeForest residents through the DeForest Police Department. Windsor provides police protection for Windsor residents through a contract with Dane County. DeForest and Windsor have recognized that there have been times when the levels of protection for similar developments in DeForest and Windsor have not been consistent.
- B.**
- C.** DeForest and Windsor have negotiated and entered into an Intergovernmental Agreement (December, 2009) regarding police protection service. The Agreement is attached hereto as **Exhibit 11**. DeForest and Windsor, as a part of this Plan, agree that the Intergovernmental Agreement shall be honored during the term of this Plan unless there is mutual agreement to amend.

**Fire and Rescue.** DeForest and Windsor are Parties to an agreement that has established an area-wide fire and emergency medical services department known as the DeForest Area Fire and EMS. The Agreement is attached hereto as **Exhibit 12**.

The buildings necessary for the supporting equipment and vehicles is provided through a lease between DeForest and the DeForest Area Fire Protection Board for a portion of the DeForest Public Safety Building. This Cooperative Plan does not impact any of the existing fire and rescue agreements.

## SECTION 15 STORM WATER MANAGEMENT AND CONTROL

- A. Mutual Cooperation.** Six (6) Drainage Basins affect both Parties. The Parties are in agreement that as development occurs it will be necessary to implement storm/surface water controls and in the future will require mutual cooperation.
- B. Erosion Control and Stormwater Management.** DeForest has adopted erosion control and stormwater management ordinances that meet and in some cases exceed the strict requirements of the Dane County Ordinances. Windsor is no longer required to be directly regulated by the Dane County strict with respect to erosion control and stormwater ordinance. Land division within Windsor, but is required by Windsor's subdivision control ordinance to comply with the currently using Dane County regulations for erosion control and stormwater permitting.

**C. Intermunicipal Impacts.** For the purposes of this Plan, the Parties mutually agree that, in the event of any inconsistency or variation as between any applicable local and county ordinance governing stormwater management, developments in DeForest or Windsor that, if uncontrolled, would impact on the other municipality, shall, at a minimum, abide by the impacted municipality's standards.

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

- A. DeForest and Windsor have evaluated the environmental consequences of the Cooperative Plan, including air and water pollution impacts, energy use, and effect on urban sprawl, and both expect minimum impacts. The Cooperative Plan facilitates consistent and cohesive DeForest and Windsor planning for the infrastructure and other development in DeForest and Windsor territory. The Cooperative Plan is believed to be consistent with all applicable state and federal laws, municipal regulations, shoreland zoning ordinances and administrative rules.
- B. Because intensive manufacturing development is not anticipated by this Plan, DeForest and Windsor represent that there should be no potential adverse environmental consequences (including air and water pollution) related to manufacturing development. DeForest and Windsor Comprehensive Plans reduce the potential impact of urban sprawl by providing for open space while concentrating the location of residential and commercial development. The reservation of all natural areas, wetlands, and floodplains, will allow for the continuation of natural vegetation absorbing air pollutants and preventing soil erosion.
- C. The Madison Metropolitan Sewerage District treatment plant has adequate capacity to serve DeForest and Windsor under the service requirements of this Cooperative Plan. Construction site maintenance and erosion control for new construction shall be regulated by DeForest and Windsor Ordinances.
- D. The development of lands in DeForest and Windsor will be in compliance with state and federal environmental law and regulations. Sanitary sewer will be subject to Department of Natural Resources and Madison Metropolitan Sewerage District regulations and approvals and expansion of water service will be subject to the State of Wisconsin Public Service Commission approvals, where applicable.
- E. Based upon plans developed at the regional, county and local levels of government for the surrounding communities, the impact of the boundary changes and development affected by this Plan will be compatible with, and have no negative impacts on surrounding communities. All surrounding villages and towns are subject to zoning ordinances and land division control ordinances.

## **SECTION 17** **MUNICIPAL COURT AND INTER-MUNICIPAL COMMUNITY CENTER**

DeForest and Windsor have cooperated through intergovernmental agreements establishing a joint municipal court and an inter-municipal community center, among other arrangements. These cooperative agreements provide a cost-effective method of providing for the delivery of these types of municipal services. The Inter-Municipal Community Center and Senior Programs Agreement is attached hereto as **Exhibit 13**. The joint municipal court is established by an agreement between DeForest and Windsor, which is attached hereto as **Exhibit 14**. These agreements are governed by the terms and conditions contained in the documents and this Plan does not impact or modify the terms and conditions of the existing agreements.

## **SECTION 18 COMMUNICATIONS WITH ZONING AUTHORITIES**

~~Consistent with the Parties' desire to maintain open communication regarding matters of mutual interest, both Parties agree that, in the event either Party shall make any written communication with any Dane County supervisor or Dane County staff person relating to the substance of any pending zoning petition, a copy of such communication shall be provided to the Clerk of the other Party at the same time, and through the same manner of delivery as used to communicate with the County or its representative. The communicating Party shall immediately notify the Clerk of the other Party of the content of any oral communication by that Party to a County representative relating to any such petition. In this section, a communication shall be considered a communication from the Party only if it contains, or purports to contain, a statement or position adopted or endorsed by the governing body of that Party, and shall not be deemed to include communications by individuals on their own behalf or on behalf of any person or entity other than the governing body of a Party. [Intentionally Deleted]~~

## **SECTION 19 AUTHORIZING RESOLUTIONS, ATTEST BY AFFIDAVIT, COOPERATIVE PLAN ADOPTION RESOLUTIONS, AND RECORD OF PUBLIC PARTICIPATION**

- A. **Initial Authorizing Resolutions.** Section 66.0307(4)(a), Wis. Stats., requires that initial authorizing resolutions for the preparation of a Cooperative Plan must be approved by each participating municipality (that is, DeForest and Windsor) before Cooperative Plan preparation may commence. Authorizing resolutions must be dated and signed by the chief elected official and attested by the municipal clerk of each municipality participating in the Cooperative Plan. Copies of DeForest and Windsor initial authorizing resolutions are found in **Exhibit Exhibits 15, 23 and 24**.
- B. **Attest By Affidavit.** Section 66.0307(4)(a)(1-4), Wis. Stats., regarding cooperative plans, requires an attest by affidavit that authorizing resolutions were sent to: The Department of Administration, Department of Natural Resources (DNR), Department of Agriculture, Trade, and Consumer Protection (DATCP), and Department of Transportation (DOT); the clerks of any municipality, school district, vocational technical and adult education district, sewer or sanitary district which has any part of its territory within five (5) miles of a participating municipality; the clerk of each county in which a participating municipality is located; and, any county zoning

agency or regional planning commission whose jurisdiction includes a participating municipality. The "Attests by Affidavit" are found in [Exhibit Exhibits 16 and 23](#).

- C. **Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative Plan to the State.** Copies of resolutions indicating adoption and authorizing transmittal of the Cooperative Plan to the Wisconsin Department of Administration for review, dated and signed by the chief elected official and attested by the clerk from each participating municipality—DeForest and Windsor—are found in [Exhibit Exhibits 17 and 27](#).
- D. **Record of Public Participation and Comment.** The public comment and hearing requirements in Sections 66.0307(4)(b) and (c), Wis. Stats., were met. The public hearing comments are found in [Exhibit 18 and 26 and the public hearing notice on the First Amendment is found in Exhibit 25](#).

## SECTION 20 NO THIRD PARTY BENEFICIARY

This Cooperative Plan is intended to be solely between DeForest and Windsor. Nothing in this Cooperative Plan shall be interpreted as giving to any person or entity, not party to this Cooperative Plan any legal or equitable rights whatsoever.

## SECTION 21 ADMINISTRATION OF THIS COOPERATIVE PLAN

This Cooperative Plan shall be administered on behalf of Windsor by Windsor's [Business Manager](#)[Director of Planning & Development](#) or designee, and on behalf of DeForest by DeForest's Administrator or designee. The appointment of a designee must be in writing, and the other Party to this Cooperative Plan must be notified in writing of the appointment. The governing body of either Party may designate a different representative at any time by similar notice.

## SECTION 22 ENFORCEMENT

- A. **Remedies.** This Cooperative Plan is intended to provide each Party with the right and standing to challenge in Court any act or omission which violates this Cooperative Plan. This Cooperative Plan is intended to provide each Party with the right and standing to seek any available legal or equitable remedy to enforce this Cooperative Plan and to seek damages for the breach of this Cooperative Plan.

- B. Notice of Breach/Dispute Resolution.** If a Party to this Cooperative Plan believes that the other Party is in breach of this Cooperative Plan, the aggrieved Party shall promptly serve written notice of said breach upon the other Party. The Parties shall meet promptly thereafter and shall endeavor in good faith to resolve any dispute amicably. If the initial meeting fails to resolve the dispute, the Parties shall meet again within thirty (30) days after service of the written notice. Failure or refusal of a Party to meet promptly and attempt in good faith to resolve any dispute shall be deemed a waiver by such Party of any right to recover any litigation expenses or attorney fees other than statutory costs; provided, however, that good faith shall require an amendment of this Cooperative Plan. This subparagraph is intended by the Parties to waive their respective statutory right to any further notice under Section 893.80(1)(a), Wis. Stats., to the extent such subsection is applicable.
- C. Limitation on Commencement of Civil Action.** No civil action may be commenced until after thirty (30) days from the effective date of written notice required by this Cooperative Plan, except that a Party may commence an action seeking specific performance or injunctive relief in less than thirty (30) days if, in that Party's good faith judgment, such an action is necessary to protect the public health, safety or welfare. Except as otherwise provided in this Cooperative Plan, the prevailing Party in any action concerning an alleged breach of this Cooperative Plan shall be entitled to recover from the other Party its reasonable costs and expenses of litigation, including reasonable actual attorney's fees.

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

DeForest and Windsor hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Cooperative Plan or any of the actions required by this Cooperative Plan, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Cooperative Plan or any of the actions required, or rights granted by this Cooperative Plan.

## **SECTION 24** **AMENDMENT**

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

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

The Parties hereby acknowledge that Wisconsin law imposes on them a duty of good faith and fair dealing in implementing this Cooperative Plan.

## **SECTION 26 SEVERABILITY**

The provision of this Cooperative Plan, and the individual parts of each such provision, shall be severable. In the event that any provision of this Cooperative Plan, or any part thereof, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Cooperative Plan shall survive. In such event, the Parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means.

## **SECTION 27 INVALID OR INEFFECTIVE ORDINANCE**

In the event that any ordinance, including but not limited to attachment and zoning ordinances, which the Parties are required or entitled to enact and/or enforce by this Cooperative Plan is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the Parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. Nothing in this section shall be construed to prohibit a Party from unilaterally enacting a new ordinance or taking similar action consistent with this Cooperative Plan where not prohibited by law to remedy the cause of invalidity of the prior action. The Parties shall use reasonable efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan.

## **SECTION 28 SUCCESSORS**

This Cooperative Plan shall benefit and be binding upon the successors of Windsor (including any portion which may hereinafter be incorporated) and DeForest.

## **SECTION 29 IMPLEMENTATION**

Windsor and DeForest shall each take such action, as may be necessary or desirable to implement and effectuate the provisions of this Cooperative Plan.

## **SECTION 30 REFERENCES**

Any references in this Cooperative Plan to any particular agency, organization or official shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or

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

## **SECTION 31 PARAGRAPH TITLES**

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

## **SECTION 32 INTERPRETATION**

This Cooperative Plan shall be interpreted as though jointly drafted by the Parties.

## **SECTION 33 NOTICES**

All notices required by or relating to this Cooperative Plan shall be in writing. Each notice shall specifically refer to this Cooperative Plan by name and shall refer specifically to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the clerk of the Party receiving the notice or to the person apparently in charge of the clerk's office during normal business hours, or shall be mailed to such clerk by certified mail, return receipt requested (or equivalent private delivery service). Each notice to Windsor shall be addressed to Windsor Clerk, TownVillage of Windsor, 4084 Mueller Road, DeForest, Wisconsin 53532. Each notice to DeForest shall be addressed to DeForest Clerk, 306 DeForest Street, DeForest, Wisconsin 53532. The DeForest Planner and Windsor Business ManagerDirector of Planning & Development shall cooperate with each other to assure the fastest and most effective communications between the Parties. In addition, each Party may change its address, for purposes of receipt of notices under this Cooperative Plan, by written notice to the other Party pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

**IN WITNESS WHEREOF**, the Parties certify that this Cooperative Plan has been duly approved by their respective governing bodies in accordance with state and local laws, rules and regulations, and each Party has caused their duly authorized officers to execute this Cooperative Plan on the dates written below their respective signatures.

THE VILLAGE OF DEFOREST,  
WINDSOR, WISCONSIN  
A Wisconsin Municipality

WISCONSIN THE TOWNVILLAGE OF  
WISCONSIN  
A Wisconsin Municipality

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President

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ChairpersonPresident

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Village Clerk

Date: \_\_\_\_\_

~~Town~~Village Clerk/~~Treasurer~~

Date: \_\_\_\_\_

DRAFT BY: The mutual agreement of the Parties to the Agreement

**VILLAGE OF DEFOREST/VILLAGE OF WINDSOR  
COOPERATIVE PLAN  
UNDER SECTION 66.0307 WISCONSIN STATUTES**  
[As First Amended]

**SECTION 1  
PARTICIPATING MUNICIPALITIES**

This Plan applies to the Village of DeForest and Village of Windsor. The jurisdictional boundaries of DeForest and Windsor as of the date of adoption of this Amendment by the Municipalities are depicted on the Map attached hereto as Exhibit 20.

**SECTION 2  
CONTACT PERSON**

The following person is empowered to speak for their municipality respecting this Cooperative Plan: For DeForest: its duly elected President. For Windsor: its duly elected President.

**SECTION 3  
TERM OF THE PLAN**

DeForest and Windsor agree that the term of this Plan (the "Planning Period") shall be twenty (20) years from the date of approval of the Cooperative Plan by DOA on October 8, 2010 and shall expire at 11:59 pm on October 7, 2030.

Changes to the municipal boundaries of DeForest and Windsor during the Planning Period shall occur only as identified and authorized in the Plan, as amended hereby.

**SECTION 4  
TERRITORY SUBJECT TO THE COOPERATIVE PLAN**

The territory subject to this Cooperative Plan is as shown on **Exhibit 1** and includes those areas of DeForest and Windsor to which this document makes reference. The territory subject to the boundary adjustment and preservation provisions of this Plan shall also be all the territory where DeForest and Windsor have a mutual boundary.

**SECTION 5  
ISSUES, PROBLEMS, OPPORTUNITIES**

This Amendment removes certain restrictions on development in Windsor by removing from the Cooperative Plan all development restrictions on lands shown on Exhibit 2 as Areas A, B and C, except those restrictions applicable to Area E shall apply to the entire area included within Area E. Upon approval of this Amendment by the Department of Administration, the Parties shall cooperate in promptly recording appropriate releases of recorded restrictions affecting Areas A, B and/or C, all consistent with this Amendment. The Amendment is

beneficial because it also eliminates potential issues and problems that could arise between Windsor and DeForest due to provisions in the Plan that are inconsistent with Windsor's current status as a village.

This Amendment will create opportunities for DeForest by accelerating the boundary adjustments as to Areas 1, 2, 3A and 3B agreed to in the Plan, eliminating the potential for disputes regarding such attachments in the future. Following approval of this Amendment, DeForest shall have the right to proceed with said boundary adjustments contemplated by the Plan at any time during the Planning Period.

This Amendment also maintains agricultural preservation restrictions with respect to Area E in Windsor, which is shown in **Exhibit 21** with the clarification that the western side of Area E is coterminous with the public right-of-way of USH 51. The restrictions on Area E set forth in the Plan as amended shall continue in full force and effect throughout the Planning Period.

## **SECTION 6 BOUNDARY ADJUSTMENT AREA OF DEFOREST AND WINDSOR**

The areas of DeForest and Windsor subject to boundary adjustments during the Planning Period are legally described on **Exhibit 3** and shown on a scale map on **Exhibit 2**. In cases where the designated boundary follows a public highway, the boundary shall be the centerline of that highway unless specifically designated otherwise on **Exhibit 3**. Notwithstanding the foregoing, the Parties may agree to a highway jurisdictional transfer for any public highway under either Party's jurisdiction. The boundary adjustments mandated and permitted under this Cooperative Plan will create more regular municipal boundaries in the DeForest-Windsor area. The adjustments will also connect the three separate parts of DeForest that existed as of the time of writing, in combination with the boundary adjustments specified under the 2007 Village of DeForest, Town of Burke, City of Sun Prairie, and City of Madison cooperative plan. That 2007 cooperative plan will ultimately transfer jurisdiction over Burke land of that is south of Highway to DeForest. The combination of those attachments and the attachments of Areas 1 and 4B (as depicted on **Exhibit 2**) will connect all DeForest Lands.

## **SECTION 7 CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS OF THE TERRITORY INCLUDED IN COOPERATIVE PLAN**

The current land use and physiographic conditions (natural features) of the territory included in the Cooperative Plan are identified on **Exhibits 4 and 5**.

## **SECTION 8 BOUNDARY ADJUSTMENTS MANDATED AND PERMITTED DURING THE PLANNING PERIOD**

The boundary changes agreed by the Parties have been negotiated with the intent of promoting orderly development and preservation of land. The Parties have given consideration to

the efficient timing and delivery of municipal services when arriving at future municipal boundaries. This consideration includes, but is not limited to, which Party or another related entity is in a better position to provide such services, including cost-effective sanitary sewer service, to each affected area during the term of this Plan. The changes in boundaries further promote more regular boundaries, for example by utilizing major roadways wherever practical as municipal boundaries, and by changing jurisdiction of certain isolated areas of Windsor to DeForest.

#### **A. Attachments from Windsor to DeForest.**

The following land areas may, at the option of DeForest, be detached from Windsor and attached to DeForest at any time during the remainder of the Planning Period:

- Area #1: All lands in Sections 30 and 31 in Windsor that are west of Interstate 39/90/94, as shown on **Exhibit 2A** as Area 1, and as described in greater detail on **Exhibit 3A**, both of which are attached hereto and incorporated by reference.
- Area #2: Generally the E1/2 of the NE1/4 and the E1/2 of the SE1/4 and the NW1/4 of the SE1/4 of Section 20, T9N, R10E as shown on **Exhibit 2** as Area 2, and as described in greater detail on **Exhibit 3**.
- Areas 3a and 3b as designated on **Exhibits 2 and 3**.  
The Parties acknowledge that all automatic attachments and all detachments from DeForest called for by the Plan have previously occurred.

Legal descriptions in **Exhibit 3** shall be adjusted to change Town of Windsor to Village of Windsor, as appropriate.

#### **B. Conditional Attachments/Detachments to and from DeForest and Windsor.**

The following land areas as generally depicted on **Exhibit 22** may be attached and detached only upon the mutual agreement of the Parties at any time during the Planning Period:

- All or any part contiguous to Windsor of the properties currently in DeForest owned by Clack Holdings, LLC identified as Dane County Tax Parcel Nos. 118/0910-322-9345-1 and/or 118/0910-322-9330-1.
- The parcel currently in DeForest owned by Elaine L. Erickson and identified as Dane County Tax Parcel No. 118/0910-202-7233-1.
- That part of the parcel currently in DeForest owned by Bear Tree Farms, Inc. identified as Dane County Tax Parcel No. 118/0910-283-9940-1 lying north of the proposed connection between the roadway currently planned in Windsor and Pederson Crossing Blvd.
- All or part of the following parcels, as designated on **Exhibit 22**:
  - The Boyce parcels currently in Windsor identified as Dane County Tax Parcel Nos. 196/0910-082-8530-6 and 196/0910-071-8000-0.

- The Calvert parcel currently in Windsor identified as Dane County Tax Parcel No. 196/0910-082-9050-5.
- The Kessenich parcels currently in Windsor identified as Dane County Tax Parcel Nos. 196/0910-082-9001-0 and 196/0910-082-9502-0.
- The HCW Investments, LLC parcel in Windsor identified as Dane County Tax Parcel No. 196/0910-323-0576-0.
- The Old Dominion Freight Line, Inc. parcel in Windsor identified as Dane County Tax Parcel No. 196/0910-323-0556-0.
- The Meyer Holding, LLC parcels in Windsor identified as Dane County Tax Parcel Nos. 196/0910-323-1008-0, 196/0910-323-0806-0 and 196/0910-323-0907-0.

### **C. Other Restrictions Affecting the Planning Area.**

(1) Limitation on Conservation Easements. Windsor agrees that it will not acquire, nor attempt to acquire, conservation easements or take any action which would otherwise restrict future development in Areas 1, 2, 3A, and 3B on **Exhibits 2 and 3**, which under this Cooperative Plan are or may become available for attachment to DeForest during the Planning Period, unless otherwise approved by DeForest. Windsor shall not provide financial or other assistance to any other Party in connection with any action Windsor is prohibited from taking under this section. In the event any person or entity shall seek to impose such restrictions in violation of this subsection, Windsor shall fully cooperate with DeForest in any effort to oppose or remove such restrictions.

(2) Agricultural Preservation.

- (a) Working Lands Initiative. Wisconsin has recently adopted legislation to assist in preserving productive farms through the Working Lands Initiative. DeForest shall take no actions to preclude Windsor from implementing the Working Lands Initiative in the portions of Windsor east of Highway 51 and north of Windsor Road through appropriate amendments to Windsor's comprehensive plan, the purchase of conservation easements, the designation of Agricultural Enterprise Areas or otherwise, provided such actions are consistent with this Plan. Windsor shall not implement any aspect of the Working Lands Initiative that is contrary to the terms of this Plan, including but not limited to designating lands within Areas 1, 2, 3A, 3B, 4 or 5 as Agricultural Enterprise Areas or taking other actions that may limit further development potential or attachment of such lands.
- (b) Agricultural Preservation. DeForest and Windsor agree that Area E will be used for agricultural production and open space uses, for the remainder of the Planning Period. The Parties further agree that, like other businesses, agriculture must evolve to meet changing market requirements and capture new farm income opportunities, and that successful evolution is beneficial to the overall community, provided that the fundamental agricultural and open space character of Area E is maintained. The following subparagraphs i.-iii.

represent elaborations upon and exceptions to this agreed agricultural preservation policy with respect to Area E, which is depicted on **Exhibit 2**.

- i. Limited housing will be allowed per the "1 per 35 residential splits" policies of both communities' comprehensive plans as they existed on July 1, 2010 (which exclude secondary farm residences from the determinations), except as the relevant policies of either or both comprehensive plans may be subsequently amended by mutual consent of both Parties.
- ii. Residences and outbuildings may be used for home occupations, limited family businesses, or farm family businesses, as those terms are defined and limited under Dane County zoning rules. Efforts shall be made to utilize the existing residence and outbuildings before constructing new buildings. When new buildings are constructed, efforts shall be made to keep them within the area bounded by the then-current residence and outbuildings. New buildings may utilize additional farmland only after Windsor enters detailed written findings of fact demonstrating that reasonable efforts have been made towards realizing one of the other two preferred options as stated above. Rezonings for other types of home-based businesses will be approved by Windsor only if limited—by selection of an appropriate agricultural-related zoning district, requiring of a recorded deed restriction, or both—to enable businesses operated by one or more residents of the property that are clearly related to agriculture or horticulture only. The intent of this subsection is to minimize the loss of productive farmland and to maintain the integrity of Area E as a whole for agricultural production.
- iii. Rezonings and conditional use permits in Area E shall be allowed for agricultural research operations, seed production operations, operations that process farm products grown mainly on-site where conducted by the farm owner/operator and where farming remains the primary activity, agricultural entertainment activities as defined by the Dane County zoning code (the terms and provisions of that code as it existed on the date of approval of the original Plan, without regard to the present applicability of that code to Windsor), or similar operations which by their very nature should be located in an area focused on agricultural production, provided that within the geographical area within the statutory extraterritorial jurisdiction of DeForest as it existed on the date of approval of the original Plan:
  - a. All pertinent provisions of both the applicable zoning ordinance and the comprehensive plans of both Parties as they existed on July 1, 2010 are followed, except as the relevant policies of either or both

- comprehensive plans may be subsequently amended by mutual consent of both Parties.
- b. All such development shall be subject to Windsor site plan review regulations which are substantially similar to those regulations applicable to commercial development under Windsor's site plan review regulations in place as of April 1, 2010.
  - c. The use and all potential subsequent uses, except for agricultural entertainment activities, authorized by the zoning district or conditional use permit must advance, or focus on research towards the advancement of, agriculture in Windsor and the region.
  - d. None of the following uses will be approved or recommended by Windsor, except where one was established prior to April 1, 2010 or otherwise only following approval of the DeForest Village Board: ethanol plant, rendering plant, commercial slaughterhouse, mineral extraction operation, asphalt or concrete batch plant, fertilizer mixing or blending plant, any use predominately focused on agricultural trucking, dead stock hauling or disposal service, stock yard, livestock auction facility.
  - e. All development located within mapped wellhead protection areas shown in **Exhibit 7a** or described in the Windsor Wellhead Protection Ordinance as provided in **Exhibit 7b** shall comply with the requirements of NR 811.16, Wisconsin Administrative Code, and both communities' Wellhead Protection Ordinances to the extent that similar restrictions are applicable to similarly positioned wells in each community.
  - f. Windsor shall disapprove of any rezoning or conditional use permit allowed under this subsection (iii) unless appropriate conditions and restrictions are recorded to ensure ongoing compliance with the limitations contained within this subsection (iii).
  - g. Prior to taking any formal action on said rezoning or conditional use permit allowed under this subsection (iii), Windsor shall consult with DeForest regarding the proposal and its consistency with this Cooperative Plan and the comprehensive plans of the two Parties. Such consultation shall occur at one of the joint meetings described under Section 13(B).
  - h. Within the west 1/2 of Sections 16 and 21 and the west 1/2 of the northwest 1/4 of Section 28, T9N, R10E, as depicted as Area E in **Exhibit 2**, Windsor shall disapprove any rezoning or conditional use

permit allowed under this subsection (iii) unless such proposal is first approved by the DeForest Village Board.

The intent of this subsection (iii) is to allow these lands designated for agricultural production in Area E to adapt to changes in agriculture, but also to emphasize that the predominant character of these lands will remain as farmland and open space and to minimize negative impacts on nearby lands currently developed or planned for development.

## SECTION 9 SANITARY SEWER AND WATER SERVICE

- A. **Wastewater Treatment.** The treatment of wastewater collected in sewage collection systems for DeForest and Windsor is provided by the Madison Metropolitan Sewerage District.
- B. **Urban Service Areas.** The urban service areas are under the control of the Wisconsin Department of Natural Resources and are administered with the advice of the Capital Area Regional Planning Commission (CARPC) created May 2, 2007, by Executive Order #197 of Wisconsin Governor James Doyle pursuant to Section 66.0309, Wis. Stats.
- C. **Local Sewer Utilities.** DeForest has a public works department that provides maintenance and authorized extensions of DeForest's wastewater collection system. Windsor has four sanitary districts that provide maintenance and authorized extensions of their wastewater collection systems:
  - (1) Lake Windsor Sanitary District
  - (2) Morrisonville Sanitary District
  - (3) Oak Springs Sanitary District
  - (4) Windsor Sanitary District #1

The location of the existing boundary for each of the districts is shown on **Exhibit 8**.

- D. **Local Water Utilities.**
  - (1) DeForest through its public works department operates, maintains, and extends water service to its residents and to certain residents of Windsor (along with the Towns of Burke and Vienna) under existing intermunicipal agreements entered into under Section 66.0301, Wis. Stats.
  - (2) Windsor Sanitary District No. 1 operates, maintains and extends water service to customers of Windsor that are within the boundaries of the district along with certain properties formerly within the district that have since been annexed to DeForest.

## **SECTION 10 PROCEDURE FOR ATTACHMENTS**

A. Notice. In any case where a Party is authorized to attach property from the other under this Agreement, such Party shall provide the other with written notice at least ten (10) days prior to enacting an ordinance under sub. B, that it is preparing to adopt an ordinance attaching the specified property.

B. Procedure for Attachment. After the notice period provided in sub. A, without review and recommendation by or any other sub-unit of the attaching Municipality and without further review or approval of the Municipality receiving the notice, the attaching Municipality may adopt an ordinance attaching the territory and may designate a temporary zoning classification for each parcel of land until the applicable zoning ordinance is amended as prescribed in Section 62.23(7)(d), Wis. Stats. The clerk of the attaching Municipality shall record the attachment ordinance with the Dane County Register of Deeds and file a certified copy of the attachment ordinance along with a certificate and plat with the Wisconsin Department of Administration and shall send a copy of such documents to each company that provides any utility service in the area that is attached. The clerk shall also file a signed copy of the attachment ordinance with the clerk of the Municipality from which the land is detached, and any affected school district. The attachment ordinance that is filed, recorded or sent, shall describe the attached territory and the associated population, if any. Failure to file, record, or send any required document shall not invalidate the attachment and the duty to file, record or send shall be a continuing one. In the event different or additional filings are required as a result of an amendment to the controlling statutes, the clerk of the attaching Municipality shall comply with such requirements.

C. Effective Date of Attachments. Attachment ordinances shall be effective on the day after the date of publication of the ordinance, or a notice of enactment of the ordinance as otherwise permitted by law for publication of ordinances, unless a later date is specified in the ordinance.

## **SECTION 11 LOCAL ORDINANCES AFFECTING AREAS SUBJECT TO THE PLAN**

Territory attached to either Municipality under this Cooperative Plan shall become part of the territory of that Municipality, and shall be subject to all zoning and general ordinances of that Municipality immediately on the effective date of the attachment ordinance.

## **SECTION 12 EXTRATERRITORIAL ZONING AND LAND DIVISION REGULATIONS**

[Intentionally deleted]

## **SECTION 13 COMPREHENSIVE PLANNING AND INTERMUNICIPAL INTERACTION**

[Intentionally deleted]

## SECTION 14 POLICE, FIRE AND RESCUE

- A. **Police.** Each Municipality shall be responsible for providing its own law enforcement services. The 2009 intergovernmental agreement regarding police services is no longer incorporated into the Plan and **Exhibit 11** is deleted from the Plan.
- B. **Fire and Rescue.** DeForest and Windsor are Parties to an agreement that has established an area-wide fire and emergency medical services department known as the DeForest Area Fire and EMS. The Agreement is attached hereto as **Exhibit 12**.

The buildings necessary for the supporting equipment and vehicles is provided through a lease between DeForest and the DeForest Area Fire Protection Board for a portion of the DeForest Public Safety Building. This Cooperative Plan does not impact any of the existing fire and rescue agreements.

## SECTION 15 STORM WATER MANAGEMENT AND CONTROL

- A. **Mutual Cooperation.** Six (6) Drainage Basins affect both Parties. The Parties are in agreement that as development occurs it will be necessary to implement storm/surface water controls and in the future will require mutual cooperation.
- B. **Erosion Control and Stormwater Management.** DeForest has adopted erosion control and stormwater management ordinances that meet and in some cases exceed the strict requirements of the Dane County Ordinances. Windsor is no longer required to be directly regulated by Dane County with respect to erosion control and stormwater, but is currently using Dane County for erosion control and stormwater permitting.
- C. **Intermunicipal Impacts.** For the purposes of this Plan, the Parties mutually agree that, in the event of any inconsistency or variation as between any applicable local and county ordinance governing stormwater management, developments in DeForest or Windsor that, if uncontrolled, would impact on the other municipality, shall, at a minimum, abide by the impacted municipality's standards.

## SECTION 16 ENVIRONMENTAL EVALUATION OF THE PLAN

- A. DeForest and Windsor have evaluated the environmental consequences of the Cooperative Plan, including air and water pollution impacts, energy use, and effect on urban sprawl, and both expect minimum impacts. The Cooperative Plan facilitates consistent and cohesive DeForest and Windsor planning for the infrastructure and other development in DeForest and Windsor territory. The Cooperative Plan is

- believed to be consistent with all applicable state and federal laws, municipal regulations, shoreland zoning ordinances and administrative rules.
- B. Because intensive manufacturing development is not anticipated by this Plan, DeForest and Windsor represent that there should be no potential adverse environmental consequences (including air and water pollution) related to manufacturing development. DeForest and Windsor Comprehensive Plans reduce the potential impact of urban sprawl by providing for open space while concentrating the location of residential and commercial development. The reservation of all natural areas, wetlands, and floodplains, will allow for the continuation of natural vegetation absorbing air pollutants and preventing soil erosion.
  - C. The Madison Metropolitan Sewerage District treatment plant has adequate capacity to serve DeForest and Windsor under the service requirements of this Cooperative Plan. Construction site maintenance and erosion control for new construction shall be regulated by DeForest and Windsor Ordinances.
  - D. The development of lands in DeForest and Windsor will be in compliance with state and federal environmental law and regulations. Sanitary sewer will be subject to Department of Natural Resources and Madison Metropolitan Sewerage District regulations and approvals and expansion of water service will be subject to the State of Wisconsin Public Service Commission approvals, where applicable.
  - E. Based upon plans developed at the regional, county and local levels of government for the surrounding communities, the impact of the boundary changes and development affected by this Plan will be compatible with, and have no negative impacts on surrounding communities. All surrounding villages and towns are subject to zoning ordinances and land division control ordinances.

## **SECTION 17** **MUNICIPAL COURT AND INTER-MUNICIPAL COMMUNITY CENTER**

DeForest and Windsor have cooperated through intergovernmental agreements establishing a joint municipal court and an inter-municipal community center, among other arrangements. These cooperative agreements provide a cost-effective method of providing for the delivery of these types of municipal services. The Inter-Municipal Community Center and Senior Programs Agreement is attached hereto as **Exhibit 13**. The joint municipal court is established by an agreement between DeForest and Windsor, which is attached hereto as **Exhibit 14**. These agreements are governed by the terms and conditions contained in the documents and this Plan does not impact or modify the terms and conditions of the existing agreements.

## **SECTION 18** **COMMUNICATIONS WITH ZONING AUTHORITIES** [Intentionally Deleted]

**SECTION 19**  
**AUTHORIZING RESOLUTIONS, ATTEST BY AFFIDAVIT, COOPERATIVE  
PLAN ADOPTION RESOLUTIONS, AND RECORD OF PUBLIC PARTICIPATION**

- A. Initial Authorizing Resolutions.** Section 66.0307(4)(a), Wis. Stats., requires that initial authorizing resolutions for the preparation of a Cooperative Plan must be approved by each participating municipality (that is, DeForest and Windsor) before Cooperative Plan preparation may commence. Authorizing resolutions must be dated and signed by the chief elected official and attested by the municipal clerk of each municipality participating in the Cooperative Plan. Copies of DeForest and Windsor initial authorizing resolutions are found in **Exhibits 15, 23 and 24**.
- B. Attest By Affidavit.** Section 66.0307(4)(a)(1-4), Wis. Stats., regarding cooperative plans, requires an attest by affidavit that authorizing resolutions were sent to: The Department of Administration, Department of Natural Resources (DNR), Department of Agriculture, Trade, and Consumer Protection (DATCP), and Department of Transportation (DOT); the clerks of any municipality, school district, vocational technical and adult education district, sewer or sanitary district which has any part of its territory within five (5) miles of a participating municipality; the clerk of each county in which a participating municipality is located; and, any county zoning agency or regional planning commission whose jurisdiction includes a participating municipality. The "Attests by Affidavit" are found in **Exhibits 16 and 23**.
- C. Resolutions Indicating Adoption and Authorizing Transmittal of the  
Cooperative Plan to the State.** Copies of resolutions indicating adoption and authorizing transmittal of the Cooperative Plan to the Wisconsin Department of Administration for review, dated and signed by the chief elected official and attested by the clerk from each participating municipality—DeForest and Windsor—are found in **Exhibits 17 and 27**.
- D. Record of Public Participation and Comment.** The public comment and hearing requirements in Sections 66.0307(4)(b) and (c), Wis. Stats., were met. The public hearing comments are found in **Exhibit 18 and 26** and the public hearing notice on the First Amendment is found in **Exhibit 25**.

**SECTION 20**  
**NO THIRD PARTY BENEFICIARY**

This Cooperative Plan is intended to be solely between DeForest and Windsor. Nothing in this Cooperative Plan shall be interpreted as giving to any person or entity, not party to this Cooperative Plan any legal or equitable rights whatsoever.

## **SECTION 21** **ADMINISTRATION OF THIS COOPERATIVE PLAN**

This Cooperative Plan shall be administered on behalf of Windsor by Windsor's Director of Planning & Development or designee, and on behalf of DeForest by DeForest's Administrator or designee. The appointment of a designee must be in writing, and the other Party to this Cooperative Plan must be notified in writing of the appointment. The governing body of either Party may designate a different representative at any time by similar notice.

## **SECTION 22** **ENFORCEMENT**

- A. Remedies.** This Cooperative Plan is intended to provide each Party with the right and standing to challenge in Court any act or omission which violates this Cooperative Plan. This Cooperative Plan is intended to provide each Party with the right and standing to seek any available legal or equitable remedy to enforce this Cooperative Plan and to seek damages for the breach of this Cooperative Plan.
- B. Notice of Breach/Dispute Resolution.** If a Party to this Cooperative Plan believes that the other Party is in breach of this Cooperative Plan, the aggrieved Party shall promptly serve written notice of said breach upon the other Party. The Parties shall meet promptly thereafter and shall endeavor in good faith to resolve any dispute amicably. If the initial meeting fails to resolve the dispute, the Parties shall meet again within thirty (30) days after service of the written notice. Failure or refusal of a Party to meet promptly and attempt in good faith to resolve any dispute shall be deemed a waiver by such Party of any right to recover any litigation expenses or attorney fees other than statutory costs; provided, however, that good faith shall require an amendment of this Cooperative Plan. This subparagraph is intended by the Parties to waive their respective statutory right to any further notice under Section 893.80(1)(a), Wis. Stats., to the extent such subsection is applicable.
- C. Limitation on Commencement of Civil Action.** No civil action may be commenced until after thirty (30) days from the effective date of written notice required by this Cooperative Plan, except that a Party may commence an action seeking specific performance or injunctive relief in less than thirty (30) days if, in that Party's good faith judgment, such an action is necessary to protect the public health, safety or welfare. Except as otherwise provided in this Cooperative Plan, the prevailing Party in any action concerning an alleged breach of this Cooperative Plan shall be entitled to recover from the other Party its reasonable costs and expenses of litigation, including reasonable actual attorney's fees.

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

DeForest and Windsor hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Cooperative Plan or

any of the actions required by this Cooperative Plan, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Cooperative Plan or any of the actions required, or rights granted by this Cooperative Plan.

## **SECTION 24 AMENDMENT**

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

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

The Parties hereby acknowledge that Wisconsin law imposes on them a duty of good faith and fair dealing in implementing this Cooperative Plan.

## **SECTION 26 SEVERABILITY**

The provision of this Cooperative Plan, and the individual parts of each such provision, shall be severable. In the event that any provision of this Cooperative Plan, or any part thereof, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Cooperative Plan shall survive. In such event, the Parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means.

## **SECTION 27 INVALID OR INEFFECTIVE ORDINANCE**

In the event that any ordinance, including but not limited to attachment and zoning ordinances, which the Parties are required or entitled to enact and/or enforce by this Cooperative Plan is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the Parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. Nothing in this section shall be construed to prohibit a Party from unilaterally enacting a new ordinance or taking similar action consistent with this Cooperative Plan where not prohibited by law to remedy the cause of invalidity of the prior action. The Parties shall use reasonable efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan.

## **SECTION 28 SUCCESSORS**

This Cooperative Plan shall benefit and be binding upon the successors of Windsor (including any portion which may hereinafter be incorporated) and DeForest.

## **SECTION 29 IMPLEMENTATION**

Windsor and DeForest shall each take such action, as may be necessary or desirable to implement and effectuate the provisions of this Cooperative Plan.

## **SECTION 30 REFERENCES**

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

## **SECTION 31 PARAGRAPH TITLES**

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

## **SECTION 32 INTERPRETATION**

This Cooperative Plan shall be interpreted as though jointly drafted by the Parties.

## **SECTION 33 NOTICES**

All notices required by or relating to this Cooperative Plan shall be in writing. Each notice shall specifically refer to this Cooperative Plan by name and shall refer specifically to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the clerk of the Party receiving the notice or to the person apparently in charge of the clerk's office during normal business hours, or shall be mailed to such clerk by certified mail, return receipt requested (or equivalent private delivery service). Each notice to Windsor shall be addressed to Windsor Clerk, Village of Windsor, 4084 Mueller Road, DeForest, Wisconsin 53532. Each notice to DeForest shall be addressed to DeForest Clerk, 306 DeForest Street, DeForest, Wisconsin 53532. The DeForest Planner and Windsor Director of Planning & Development shall cooperate with each other to assure the fastest and most effective

communications between the Parties. In addition, each Party may change its address, for purposes of receipt of notices under this Cooperative Plan, by written notice to the other Party pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

**IN WITNESS WHEREOF**, the Parties certify that this Cooperative Plan has been duly approved by their respective governing bodies in accordance with state and local laws, rules and regulations, and each Party has caused their duly authorized officers to execute this Cooperative Plan on the dates written below their respective signatures.

THE VILLAGE OF DEFOREST,  
WISCONSIN  
A Wisconsin Municipality

THE VILLAGE OF WINDSOR,  
WISCONSIN  
A Wisconsin Municipality

---

President

---

President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

---

Village Clerk

---

Village Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT BY: The mutual agreement of the Parties to the Agreement

**EXHIBITS TO  
FIRST AMENDMENT TO  
VILLAGE OF DEFOREST / VILLAGE OF WINDSOR COOPERATIVE  
PLAN UNDER SECTION 66.0307 WISCONSIN STATUTES**

**Exhibit Name**

**Exhibit  
Number**

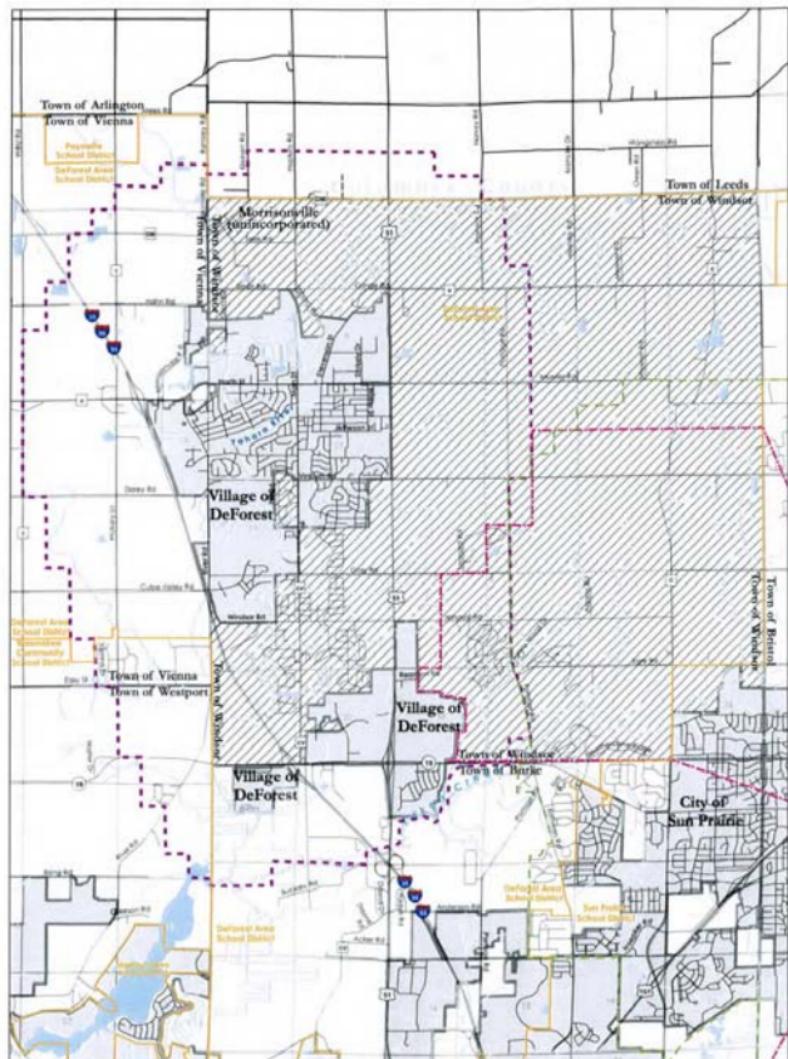
- |    |   |
|----|---|
| 1  | Jurisdictional Boundaries (As of Original Plan Approval)                            |
| 2  | Cooperative Plan Summary  |
| 2A | Map of Area #1 (Correcting Minor Error in Map)                                      |
| 3  | Description of Boundary Adjustment Areas  |
| 3A | Legal Description of Area #1 (Correcting Minor Error in Legal Description)          |
| 4  | Current Land Use  |
| 5  | Natural Features  |
| 6  | Deleted   |
| 7A | DeForest Wellhead Protection Areas  |
| 7B | Windsor Wellhead Protection Ordinance   |
| 8  | Sanitary District Boundaries  |
| 9  | Deleted   |
| 10 | Deleted   |
| 11 | Deleted   |
| 12 | Intergovernmental Agreement on DeForest-Windsor Fire/EMS Services                   |
| 13 | Intergovernmental Agreement on Inter-Municipal Community Center and Senior Programs |
| 14 | Intergovernmental Agreement on Joint Municipal Court                                |
| 15 | Cooperative Plan Authorizing Resolutions  |
| 16 | Attests by Affidavit  |

- 17 Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative Plan to the State
- 18 Public Hearing Comments and Other Written Public Comments
- 19 Deleted
- 20 Jurisdictional Map of Windsor and DeForest (Effective as of Date of Adoption of Amendment)
- 21 Cooperative Plan Summary After Amendment: Map of Area E (Agricultural Area in Windsor; Rezones and CUPs Subject to DeForest Review and Approval during Planning Period from October 8, 2010 to October 7, 2030)
- 22 Map Locating Possible Boundary Adjustment Properties: Possible Future Boundary Adjustment Areas as set forth in Section 8
- 23 DeForest and Windsor Authorizing Resolutions for Amendment
- 24 DeForest and Windsor Authorizing Resolutions for Status Update
- 25 Notice of Joint Public Hearing (DeForest & Windsor)
- 26 Joint Public Hearing Comments (Approved Minutes from DeForest Clerk and Windsor Clerk)
- 27 Resolutions Indicating Adoption and authorizing Transmittal of the Amendment to the State of Wisconsin Department of Administration

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 1: Jurisdictional Boundaries**

(1 page)



**Exhibit 1: Jurisdictional Boundaries**

## Village of DeForest/Town of Windsor Cooperative Plan

Source: Dane County UD; Dane County RPC.  
Created: April 9, 2010



Cities and Villages (Jan, 2010)

Town of Windsor (Jan, 2010)

Municipal Boundaries (Jan, 2010)

School District Boundaries (Jan, 2010)

Sections with Section Numbers

Roads

Surface Water

Sun Prairie-Windsor Extraterritorial Zoning Area Boundary (as of April 2008)

DeForest Extraterritorial Land Division Review Boundary (as of 2006/10 DeForest Comprehensive Plan)

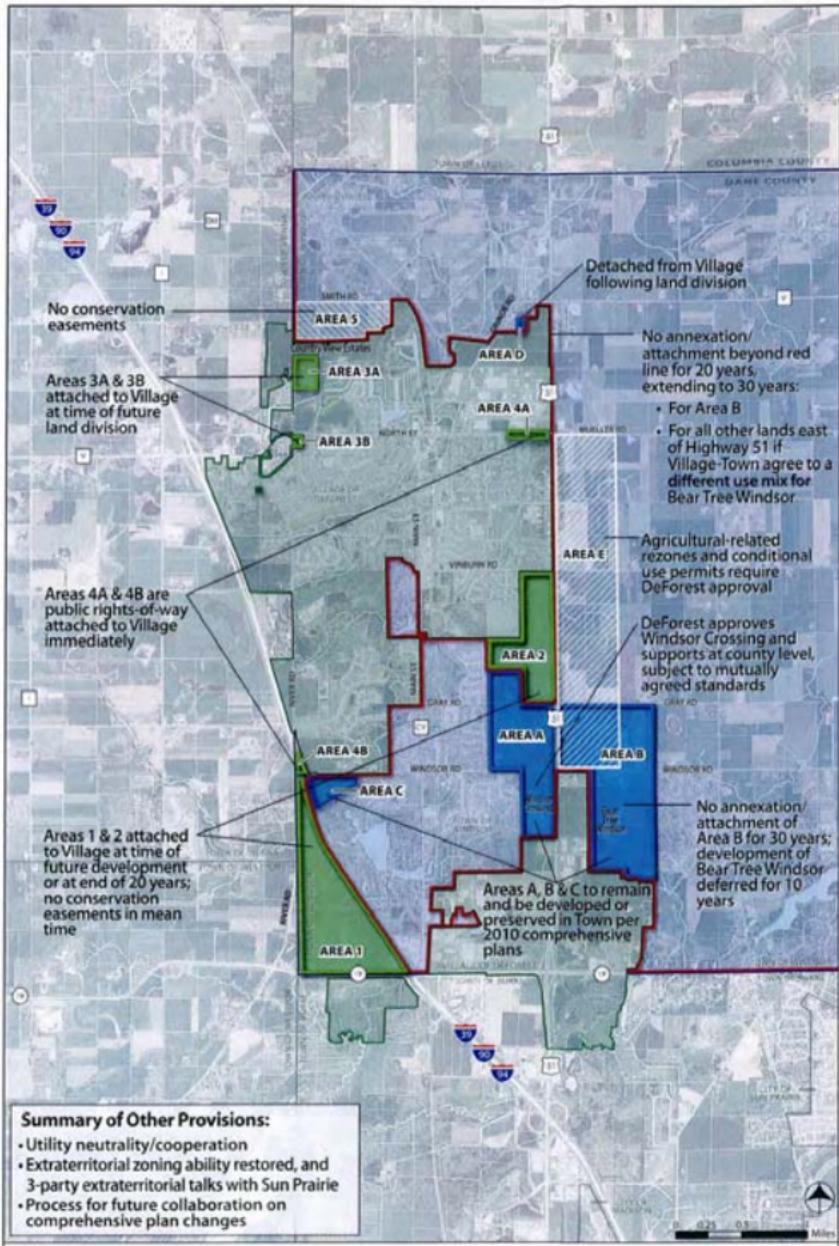
Sun Prairie Extraterritorial Land Division Review Boundary (as of 2008 Sun Prairie Comprehensive Plan)

0 .25 .5 Miles

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 2: Cooperative Plan Summary**

(1 page)



#### Summary of Other Provisions:

- Utility neutrality/cooperation
- Extraterritorial zoning ability restored, and 3-party extraterritorial talks with Sun Prairie
- Process for future collaboration on comprehensive plan changes

#### Exhibit 2: Cooperative Plan Summary

#### Village of DeForest/ Town of Windsor Cooperative Plan



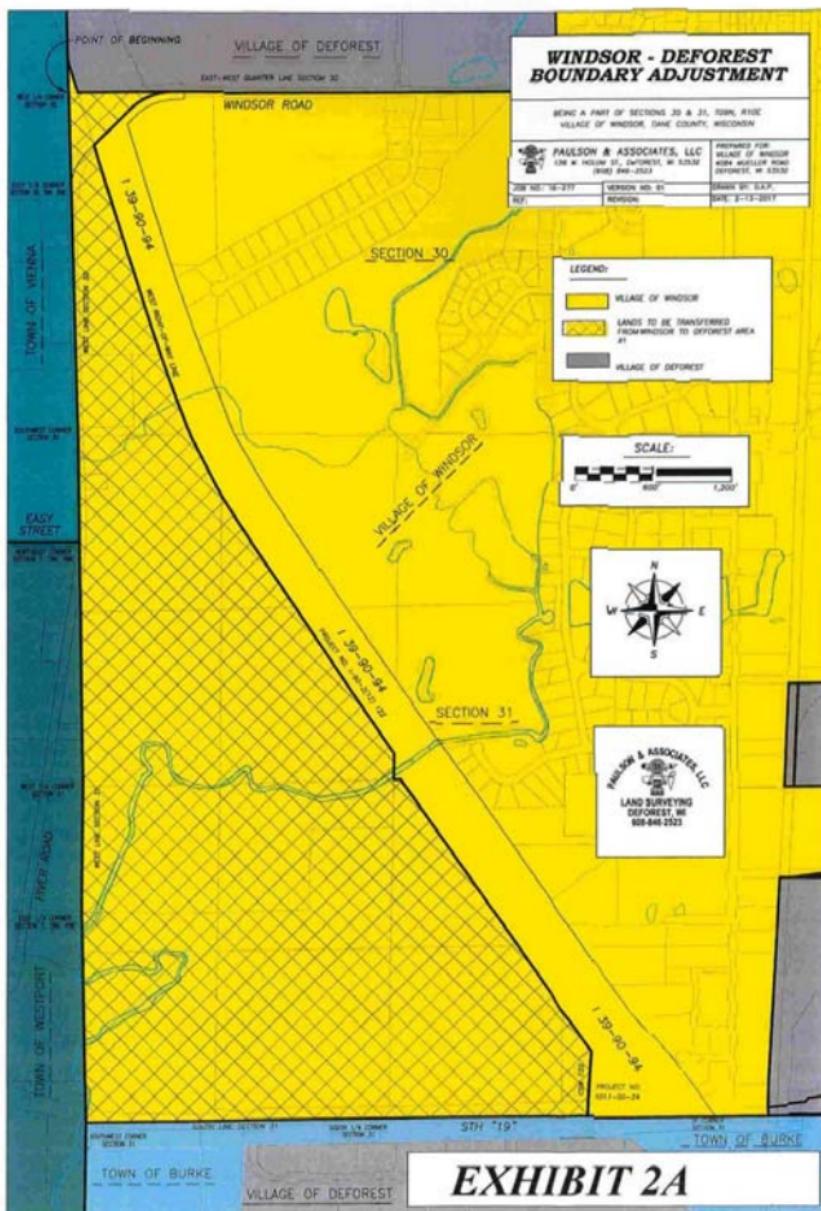
NOTE: This map represents boundary change areas and a summary of other provisions of the Cooperative Plan. Details and references to each numbered/lettered area are documented in the full version of the Cooperative Plan document, which is the controlling document.

Revised: April 20, 2010

**CAPITAL AREA**

**FIRST AMENDMENT TO  
VILLAGE OF DEFOREST / VILLAGE OF WINDSOR COOPERATIVE PLAN**

**MAP OF AREA #1**



**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 3: Description of Boundary Adjustment  
Areas**

(3 pages)

### **Exhibit 3: Description of Boundary Adjustment Areas**

The following are legal descriptions of boundary adjustment areas 1, 2, 3A, 3B, 4A, 4B, and D, as presented in the DeForest/Windsor Cooperative Plan and as generally represented in Exhibit 2.

#### **AREA 1**

That part of Northwest 1/4, the Southeast 1/4 and the Southwest 1/4 of Section 31 and the Southwest 1/4 of Section 30, Town 9 North, Range 10 East, Town of Windsor, Dane County, Wisconsin, more particularly described as follows:

Beginning at southwest corner of the Southwest 1/4 of Section 30; thence Northerly, on and along the west line of said Southwest 1/4 to the southwest corner of the Northwest 1/4 of Section 30; thence Easterly on and along the south line of the Northwest 1/4 of Section 30 to the westerly right-of-way line of Interstate Highway 39; thence Southeasterly, on and along said westerly right-of-way line to the south line of Section 31; thence Westerly, on and along the south line of Section 31 to the west line of Section 31; thence Northerly, on and along the west line of Section 31 to the point of beginning. Also includes all adjacent STH 19 and River Road rights-of-way within the Town of Windsor but not in the Village of DeForest as of April 1, 2010.

#### **AREA 2**

That part of Northeast 1/4 and the Southeast 1/4 of Section 20, Town 9 North, Range 10 East, Town of Windsor, Dane County, Wisconsin, more particularly described as follows:

Beginning at northwest corner of the Southeast 1/4 of Section 20; thence Easterly, on and along the north line of the Southeast 1/4 of Section 20, to the southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 20; thence Northerly, on and along the west line of the Southeast 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 20 to the north line of Section 20; thence Easterly, on and along the north line of Section 20 to the east right-of-way line of USH 51 as such right-of-way existed as of April 1, 2010; thence Southerly, on and along the east right-of-way line of said USH 51 as such right-of-way existed as of April 1, 2010 , to the centerline of Gray Road; thence Westerly, on and along said center line of Gray Road to the west line of the Southeast 1/4 of the Southeast 1/4 of Section 20; thence Northerly, on and along the west line of the Southeast 1/4 of the Southeast 1/4 of Section 20 to the southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 20; thence Westerly, on and along the south line of the Northwest 1/4 of the Southeast 1/4 of Section 20 to the southwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 20; thence Northerly, on and along the west line of the Northwest 1/4 of Southeast 1/4 of Section 20 to the point of beginning. Also includes all adjacent Vinburn Road right-of-way not in the Village of DeForest as of April 1, 2010.

### **AREA 3A**

That part of the Northwest 1/4 and the Southwest 1/4 of Section 07, Town 9 North, Range 10 East, Town of Windsor, Dane County, Wisconsin, more particularly described as follows:

Beginning at the southwest corner of the Northwest 1/4 of Section 07, said point also being the southwest corner of Certified Survey Map No. 4458; thence Northerly, on and along the west line of the Northwest 1/4 of Section 07 and Certified Survey Map No. 4458 to the northwest corner of Certified Survey Map No. 4458; thence Easterly, on and along the north line of Certified Survey Map No. 4458 to the northeast corner of Certified Survey Map No. 4458; thence Southerly, on and along the east line of Certified Survey Map No. 4458 to the southeast corner of Certified Survey Map No. 4458 and the northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 07; thence Southerly, on and along the east line of the Northwest 1/4 of the Southwest 1/4 of Section 07 to the south line of the north 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 07; thence Westerly, on and along said south line to the west line of the Northwest 1/4 of the Southwest 1/4 of Section 07; thence Northerly, on and along the west line of the Northwest 1/4 of the Southwest 1/4 of Section 07 to the point of beginning. Also includes all adjacent Glen Road right-of-way not in the Village of DeForest as of April 1, 2010.

### **AREA 3B**

That part of the Northwest 1/4 of the Northwest 1/4 of Section 18, Town 9 North, Range 10 East, Town of Windsor, Dane County, Wisconsin, more particularly described as follows:

Beginning at the northwest corner of Certified Survey Map No. 12101; thence Easterly, on and along the north line of Certified Survey Map No. 12101 to the northeast corner of said Certified Survey Map No. 12101; thence Southerly, on and along the east line of said Certified Survey Map No. 12101 to the southeast corner of said Certified Survey Map No. 12101; thence Westerly, on and along the south line of said Certified Survey Map No. 12101 to the southwest corner of said Certified Survey Map No. 12101; thence Northerly, on and along the west line of said Certified Survey Map No. 12101 to the point of beginning. Also includes all adjacent CTH V right-of-way not in the Village of DeForest as of April 1, 2010.

### **AREA 4A**

That part of the Southeast 1/4 of Section 08 and the Northeast 1/4 of Section 17, Town 9 North, Range 10 East, Town of Windsor, Dane County, Wisconsin, more particularly described as follows:

Beginning at the intersection of the west right-of-way line of USH 51 and the south right-of-way line of CTH V; thence Westerly, on and along said south line to the centerline of Stokely Drive extended south; thence Northerly, on and along the centerline extended of said Stokely Drive to the intersection of the north right-of-way line of CTH V extended; thence Easterly, on and along said north right-of-way line and its extension to a point due north of the intersection of the west right-of-way line of USH 51 and the south right-of-way line of CTH V; thence South, to the intersection of the west right-of-way line of USH 51 and the south right-of-way line of CTH V and the point of beginning.

#### **AREA 4B**

That part of the Northwest 1/4 of Section 30, Town 9 North, Range 10 East, Town of Windsor, Dane County, Wisconsin, more particularly described as follows:

All public rights-of-way that remain in Windsor as of April 1, 2010 within the Northwest 1/4 of Section 30.

#### **AREA D**

That part of the Northeast 1/4 of the Northeast 1 /4 and the Northwest 1/4 of the Northeast 1/4, Section 08, Town 9 North, Range 10 East, Village of DeForest, Dane County, Wisconsin, more particularly described as follows:

Beginning at the northeast corner of Section 08; thence S01°02'52"E, 1319.85 feet along the east line of the Northeast ¼ of Section 08 to the southeast corner of the Northeast ¼ of the Northeast ¼ of Section 08; thence S89°36'11"W, 964.12 feet along the south line of the Northeast ¼ of the Northeast ¼ of Section 08 to the point of beginning; thence continuing along the south line of the Northeast ¼ of the Northeast ¼ of Section 08 and S89°36'11"W, 388.26 feet to the southeast corner of Certified Survey Map No. 7018; thence N01°01'53"W, 556.84 feet (recorded as N02°15'37"W, 556.69 feet) along the east line of Certified Survey Map No. 7018 to the northeast corner of said Certified Survey Map and the southeast corner of Certified Survey Map No. 11725; thence N89°32'37"E, 302.05 feet (recorded as N88°18'00"E, 302.10 feet); thence N01°02'01"W, 0.43 feet (recorded as N02°15'37"W, 0.46 feet); thence N89°32'37"E (recorded as N88°18'00"E), 91.59 feet; thence S00°28'43"E, 557.64 feet to the point of beginning.

**CAPIDII JM**

**FIRST AMENDMENT TO  
VILLAGE OF DEFOREST / VILLAGE OF WINDSOR COOPERATIVE PLAN**

**LEGAL DESCRIPTION OF AREA #1**

EXHIBIT 3A

**Legal Description  
for AREA #1**

**BOUNDARY ADJUSTMENT**

Village of Windsor - Village of DeForest

**Section 30 & 31 Area**

Located in the Section 30 and 31, Town 9 North, Range 10 East, Village of Windsor, Dane County Wisconsin, described as follows:

**BEGINNING** at the West Quarter Corner of Section 30, T9N, R10E;

thence Northerly, 240 feet more or less along the west line of the of Section 30, to the westerly right-of-way line of I 39-90-94, as established by Project No. I-90-2(12) 122, also being the Village Limits of the Village of DeForest, as described in Document No. 5044651;

thence Southeasterly, 260 feet more or less along the westerly right-of-way line of I 39-90-94, as established by Project No. I-90-2(12) 122, also being the Village Limits of the Village of DeForest, as described in Document No. 5044651, to the East-West Quarter line of Section 30;

thence Easterly, 730 feet more or less along the East-West Quarter line of Section 30, also being the Village Limits of the Village of DeForest, as described in Document No. 5044651, to a point on the centerline of Windsor Road;

thence Westerly and Southwesterly, 370 feet more or less along the arc of a curve to the left, along the centerline of Windsor Road to the end of said curve;

thence continuing Southwesterly, 380 feet more or less along the centerline of Windsor Road to the westerly right-of-way line of I 39-90-94, as established by Project No. I-90-2(12) 122, projected northerly to the centerline of Windsor Road;

thence Southeasterly, 8,100 feet more or less along the westerly right-of-way line of I 39-90-94, as established by Project No. I-90-2(12) 122, to the north corner of Lot 1, CSM No. 732;

thence Southerly, 370 feet more or less along the west right-of-way line of I 39-90-94, as established by Project No. 1011-00-24, to the north right of way line of 5TH 19;

thence South, 125 feet more or less to the south line of the SE ¼ of Section 31;

thence Westerly, 1,521 feet more or less along the south line of the SE ¼ of Section 31 to the South Quarter Corner of said Section 31;

thence continuing Westerly, 2,330 feet more or less along the south line of the SW ¼ of Section 31 to the Southwest Corner of said Section 31;

thence Northerly, 7,900 feet more or less along the west line of Section 31 and 30 to the POINT OF BEGINNING.

Intending to describe all lands located in Section 30 and 31 lying westerly of I 39-90-94 together with all lands located in the SW 1/4 of Section 30, lying northwesterly of the centerline of Windsor Road.

This Description Prepared from recorded information and is not the results of an actual field survey.

SEE EXHIBIT "2A" OF FIRST AMENDMENT TO DEFOREST – WINDSOR COOPERATIVE PLAN

This Description Prepared by:

Paulson & Associates, LLC

Daniel A. Paulson

Professional Land Surveyor

February 13, 2017

**Village of DeForest/Town of Windsor  
Cooperative Plan**

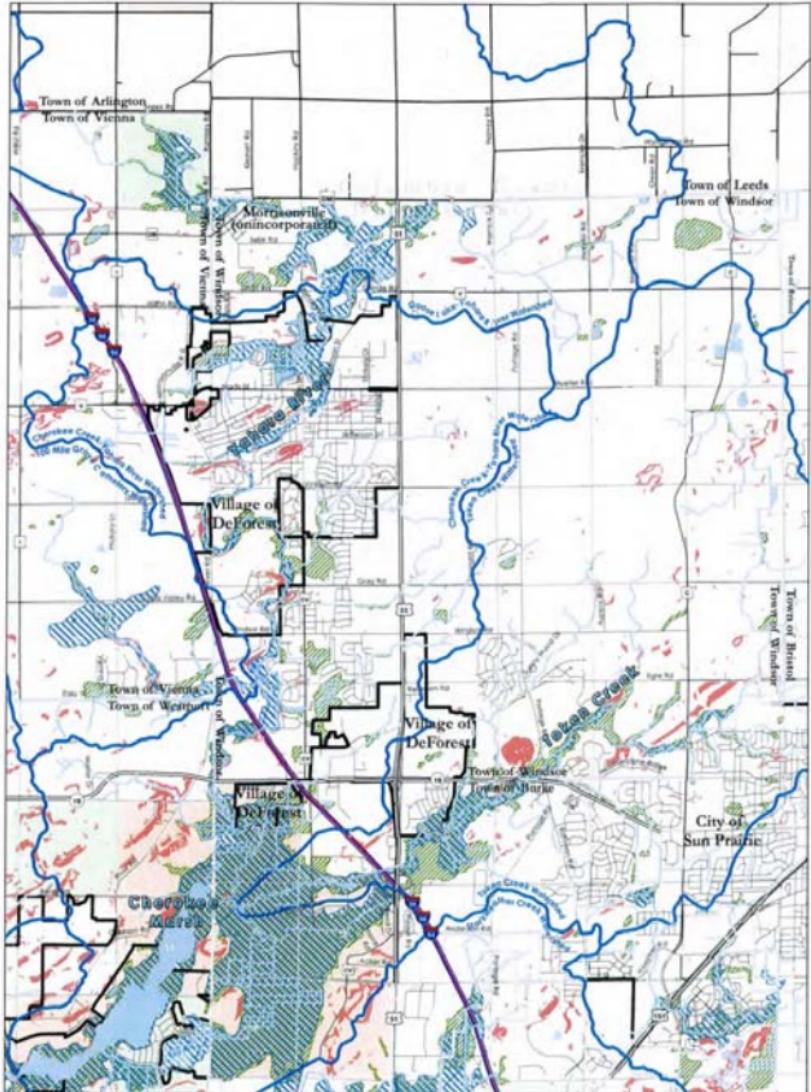
**Exhibit 4: Current Land Use**

(1 page)

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 5: Natural Features**

(1 page)



### **Exhibit 5: Natural Features**

Village of DeForest/Town of  
Windsor Cooperative Plan

Journal of Health Politics, Policy and Law

Source: Dane County LI; Dane County EPC  
WIC Data



Town Boundaries (Jan. 2010)

City and Village Boundaries (Jan. 2010)

#### Sections with Section Numbers

### **interpretations**

125 and Shope II

## Local Roads

100 Year Floodplain

www.DavidMolenaar.com

Series Greater than 125

#### Sections Containing Rows

### **or Endangered Species**

#### Aquatic species

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 6: Standards for Future Development of  
Windsor Crossing Site**

(3 pages)

**- DELETED -**

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 7a: DeForest Wellhead Protection Areas**

(5 pages)

**Unofficial Text (See Printed Volume). Current through date and Register shown on Title Page.**

owner or by the agent retained by the owner. The resident project representative shall be knowledgeable regarding the proposed construction, and be able to competently determine whether or not the improvements are being constructed in accordance with the department approved plans and specifications and the conditions of the approval. The project representative shall be present on the work site as needed to assure proper construction and installation of the improvements. Hiring a resident project representative does not negate the owner's responsibility to assure proper construction and installation.

*History:* Co-Register, April, 1992, No. 434.

### Subchapter III — Source Development — Groundwater

**NR 811.16 Wells. (1) GENERAL REQUIREMENTS.** (a) All wells shall be terminated above the ground surface. The pump discharge piping for permanent wells shall be exposed above the ground surface within a building or enclosure having a concrete floor.

(b) Permanent wells shall have watertight construction to such depth as may be required to exclude contamination. This shall be below the pumping water level except where exempted by the department on a case-by-case basis.

(c) Permanent wells shall be provided with a grout seal surrounding the protective casing. The grout seal shall be a minimum of 1.5 inches in thickness to the depth specified in ss. NR 811.22 and 811.23.

(d) All permanent wells shall have a minimum of 5 feet of grout in contact with the native geologic formation. Any outer casing shall be pulled back to meet this requirement, if necessary.

(e) All permanent wells shall be provided with a minimum of 60 feet of grouted protective casing wherever practicable.

(f) All wells shall be constructed using water from a source that will not contaminate the aquifer. A chlorine residual shall be maintained in the well during drilling operations.

(g) Test wells shall be drilled for permanent wells proposed in unconsolidated formations to determine geologic formations and water quality and quantity data. Test wells to be converted to permanent wells or test wells to be pumped at a rate of 70 gallons per minute or more for a period of more than 72 hours shall be approved by the department prior to their construction.

*Note:* In certain areas where geologic data for consolidated formations or water quality data is not available, test wells may be required by the department.

(h) Flowing wells shall be provided with valving to control the flow and the valve shall be throttled as much as practicable to prevent the erosion of the confining bed; every practicable effort shall be made to install the grouted casing below the confining bed.

(i) Materials used as drilling aids, such as drilling muds and foam or other aids shall be compounds approved by the department.

**(2) WELL DRILLER REQUIREMENTS.** All new wells shall be constructed and existing wells reconstructed by a driller licensed in Wisconsin. A Wisconsin well constructor's report shall be forwarded to the department with a copy to the owner by the driller immediately upon completion of a new well. A revised Wisconsin well constructor's report shall be forwarded to the department with a copy to the owner immediately upon completion of a reconstructed well.

*Note:* Chapter NR 146 contains the regulation requirements for well drillers.

**(3) INTERFERENCE BETWEEN UTILITY WELLS.** When the department determines that a proposed well may have a substantial effect on the water levels in one or more wells owned by another water utility, the following procedure shall be followed:

(a) The department shall provide the owners of utility wells which may be affected by the proposed well with information on its location, proposed constructional features and the anticipated volume of water to be withdrawn.

(b) If the owner of another utility well wishes to object to the proposed utility well, the owner shall inform the department in writing of the reasons for objection within 30 days of receipt of the information in par. (a).

(c) If notice of objection is filed and good cause is shown, the department may hold a public hearing at which all interested parties may present testimony to be used by the department in determining if a restriction shall be placed on the volume of water withdrawn from the proposed well or existing utility wells.

**(4) WELL SITES.** The suitability of a site for a well is dependent on geological and topographic conditions and possible sources of contamination. However, the following general requirements shall be met:

(a) For wells to serve municipalities and subdivisions, a lot or parcel of land shall be reserved for the construction of the well which has minimum dimensions of 100 feet by 100 feet. The well shall be located near the center of the lot or parcel. For other wells, the well shall be located a minimum of 50 feet from any property boundary. These dimensions may be modified by the department on a case-by-case basis where they are unnecessary or inadequate to protect water quality.

(b) Wells may be constructed or replaced on sites in the floodplain outside of the floodway provided that the pumphouse floor is 2 feet or more above the regional flood elevation and there is dry land access to the pumphouse. No new well may be constructed or existing well reconstructed on a site in a floodway. Wells shall be located in an area accessible during the entire year. Where necessary, road improvements shall be installed to provide year round access. Wells shall be located on property owned by the water utility owner. Access roads shall be on property owned by the supplier of water or for which easements have been obtained.

*Note:* Refer to ch. NR 116 for floodplain and floodway criteria.

(c) A well site investigation report as required by s. NR 811.13 (1) shall be prepared by the owner or the owner's representative for each well site and submitted to the department prior to or concurrent with the request for approval of a test well or a permanent well. The report shall be submitted on forms or in a format provided by the department.

(d) The well shall be adequately separated from potential sources of contamination. Unless a hydrogeologic investigation indicates lesser separation distances would provide adequate protection of a well from contamination, the minimum separation distances provided shall be:

1. Fifty feet between a well and a storm sewer main.

2. Two hundred feet between a well and any sanitary sewer main, sanitary sewer manhole, lift station or single family residential fuel oil tank. A lesser separation distance may be allowed for sanitary sewer mains where the sanitary sewer main is constructed of water main materials and joints and pressure tested in place to meet current AWWA C600 specifications. In no case may the separation distance between a well and a sanitary sewer main be less than 50 feet.

3. Four hundred feet between a well and a septic tank or soil adsorption unit receiving less than 8,000 gallons per day, a cemetery or a storm water drainage pond.

4. Six hundred feet between a well and any gasoline or fuel oil storage tank installation that has received written approval from the department of commerce or its authorized agent under ch. Comm 10.

5. One thousand feet between a well and land application of municipal, commercial or industrial waste; the boundaries of a landspreading facility for spreading of petroleum-contaminated soil regulated under ch. NR 718 while that facility is in operation; industrial, commercial or municipal waste water lagoons or storage structures; manure stacks or storage structures; and septic tanks or soil adsorption units receiving 8,000 gallons per day or more.

**Unofficial Text (See Printed Volume). Current through date and Register shown on Title Page.**

6. Twelve hundred feet between a well and any solid waste storage, transportation, transfer, incineration, air curtain destructor, processing, wood burning, one time disposal or small demolition facility; sanitary landfill; any property with residual groundwater contamination that exceeds ch. NR 140 enforcement standards that is shown on the department's geographic information system registry of closed remediation sites; coal storage area; salt or deicing material storage area; gasoline or fuel oil storage tanks that have not received written approval from the department of commerce or its authorized agent under ch. Comm 10; bulk fuel storage facilities; and pesticide or fertilizer handling or storage facilities.

**Note:** Sites that have been closed with groundwater enforcement standard exceedances can be found on the Department of Natural Resource's GIS Registry of Closed Remediation Sites at <http://www.dnr.state.wi.us/legis/wr/>. Information that appears on the GIS Registry of Closed Remediation Sites can also be accessed by calling the nearest regional DNR office.

(e) Well sites may be inspected by a representative of the department prior to approval of plans.

(5) WELL HEAD PROTECTION PLAN. A well head protection plan shall be provided for all new wells for municipal water systems. The plan shall be developed by the owner of the municipal water system or its agent. No new municipal well may be placed into service until the department has approved the well head protection plan. The plan shall include but is not limited to:

(a) Identification of the recharge area for the proposed well.  
 (b) Identification of the zone of influence for the proposed well.

(c) Identification of the groundwater flow direction.

(d) An inventory of existing potential contamination sources within a  $\frac{1}{2}$  mile radius of the proposed well and an assessment of existing potential contamination sources within the recharge area of the well, including information obtained by checking the department's geographic information system registry of closed remediation sites and the bureau for remediation and redevelopment's tracking system.

**Note:** A listing of hazardous substance discharge sites, open and closed, can be found on the Bureau for Remediation and Redevelopment's Tracking System, also known as BRRTS™, on the DNR's internet site at <http://www.dnr.state.wi.us/legis/wr/>. Sites that have been closed with groundwater enforcement standard exceedances can also be found on the Department of Natural Resource's GIS Registry of Closed Remediation Sites, at <http://www.dnr.state.wi.us/legis/wr/>. Information that appears on BRRTS and the GIS Registry of Closed Remediation Sites can also be accessed by calling the nearest regional DNR office.

(e) Establishment of a well head protection area for the proposed well. The well head protection area shall encompass, at a minimum, that portion of the recharge area equivalent to a 5 year time of travel to the well. The well head protection area may be determined by a hydrogeologic investigation.

(f) A public education program for well head protection.

(g) A water conservation program.

(h) A contingency plan for providing safe water and protecting the well from contamination based on the inventory and assessment of potential contamination sources.

(i) A management plan, based upon an assessment of alternatives for addressing potential contamination sources, describing the local ordinances, zoning requirements, monitoring program, and other local initiatives proposed within the well head protection area established in par. (e). The management plan shall address maintaining the separation distances established by well siting in sub. (4) (d).

(6) CASING AND LINER PIPE FOR DRILLED WELLS. (a) The protective casing shall be new prime steel pipe produced to and meeting A.S.T.M., A-53 Grades A or B, ASTM A-106; ASTM A589-Type I, Grade A or B, Type II, Grade A; or A.P.I., SL, SLX, 5A, 5AX specifications. No previously used or reclaimed pipe may be used.

(b) Each length of casing shall be legibly marked in accordance with the ASTM or API marking specification and with s. NR 812.17 (2) (d). The protective casing shall have the minimum weights and thicknesses given in Table 1 except for the allowable variances outlined in par. (c).

(c) If the protective casing is to be installed without driving, it may have a thickness less than indicated in Table 1 but shall be surrounded by at least 4 inches of grout. It shall have a minimum thickness of 0.312 inches except in the case of 6-inch diameter casing which shall be a minimum of 0.280 inches.

(d) Liner pipe installed to seal off a caving zone shall be new, unused and nonreclaimed steel pipe, but may have a lesser thickness than given in Table 1.

(e) All casings and liners shall have additional thickness and weight if standard thickness is determined by the department to be insufficient to assure reasonable life expectancy or withstand forces to which they may be subjected.

(f) Casing and liner pipe shall be equipped with drive shoe when driven and centering guides when set.

(g) Casing and liners shall be assembled watertight by means of joints welded in accordance with the standard welding procedure specifications of s. NR 812.18 or by threaded couplings meeting or equivalent to the specifications listed in par. (a).

(h) For wells in which the protective casing is suspended, the upper terminus of the protective casing shall be securely attached by welding steel bands to the outer casing or by other approved methods, and the grout shall be supported on a steel ring or approved packer attached to the bottom of the casing. The bottom of the casing may be flared out to meet this requirement.

(i) Copies of the forgoing specifications and standards are available for inspection at the office of the department of natural resources, the secretary of state's office and the office of the legislative reference bureau, and may be obtained for personal use from the American Society for Testing and Material, 1916 Race St., Philadelphia, Pennsylvania 19103, and the American Petroleum Institute, Production Department, 211 N. Ervy, Suite 1700, Dallas, Texas 75201.

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 7b: Windsor Wellhead Protection  
Ordinance**

(8 pages)

An Ordinance Entitled Title 3  
Health and Sanitation -- Chapter 2 Wellhead Protection  
of the Town of Windsor Code of Ordinances

Chapter 2

Wellhead Protection

- 3-2-1 Purpose
- 3-2-1 Definitions
- 3-2-3 Applicability
- 3-2-4 Conflicts and Severability
- 3-2-5 Well Head Protection Areas
- 3-2-6 Enforcement and Abatement
- 3-2-7 Severability
- 3-2-8 Effective Date

SEC. 3-2-1 Purpose

The Town Board for the Town of Windsor finds that a well head protection plan is necessary to protect municipal water wells from becoming contaminated from known sources of water contaminants, all as provided for or otherwise required pursuant to NR 811, Wis. Adm. Code.

SEC. 3-2-2 Definitions

The following words are defined in this Chapter as follows:

- (a) **Aquifer.** A saturated, permeable, geologic formation that contains, and will yield, significant quantities of water.
- (b) **Facilities.** A building or buildings, appurtenant structures, facilities, equipment, fixtures and surrounding land used by a single business, private entity, or government unit or sub unit at a single location or site.
- (c) **Sanitary Districts.** This term shall include Windsor Sanitary District No. 1, the Morrisonville Sanitary District, and any other town sanitary district or utility district located in whole or in part within the Town of Windsor, which owns and operates a public water supply system served by a municipal well.

- (d) **Recharge Area (RA)**. The area of land and features that are directly involved in the addition of water to the zone of contribution of the well.
- (e) **Wellhead**. The upper terminal of a well, including adapters, ports, seals, valves and other attachments.
- (f) **Wellhead Protection Area (WHPA)**. The surface or subsurface area surrounding a well or well field, supplying a public water system, through which contaminants are reasonably likely to move toward and reach that well. A legally designated area having land uses or land use controls designed to prevent or minimize well contamination.
- (g) **Zone of Contribution (ZOC)**. The physical area of the aquifer contributing water to the well. (The ZOC is coincident with the ZOI only if the water table or potentiometric surface is flat.)
- (h) **Zone of Influence (ZOI)**. The area around the well in which the water table has been lowered at least one tenth of a foot due to pumping the well.

Any other terms not expressly defined herein, shall have the meanings given in NR 811, Wis. Adm. Code.

#### **SEC. 3-2-3 Applicability**

This Chapter shall apply to all persons (organizations or individuals) within the corporate limits of the Town of Windsor (the "Town").

#### **SEC. 3-2-4 Conflicts and Severability**

The provisions of this Chapter shall be held to be minimum requirements; and shall not be deemed a limitation or repeal of any other power, limitation, requirement or standard as established by the Wisconsin Statutes or Dane County Ordinances or administrative rules, and their interpretation and application. Where any terms or requirements of this Chapter may be inconsistent or conflicting, the more restrictive requirements or interpretations consistent with state and county law shall control. If any section, provision or portion of this Chapter is

found unconstitutional or invalid by a court, the remainder of the Chapter shall remain enforceable and shall not be affected by that ruling.

#### SEC. 3-2-5 Well Head Protection Areas

- (a) Intent. The geographic area to be protected is the Recharge Areas surrounding and within 1200 feet of each of the Sanitary Districts' municipal well heads now existing or which may hereafter be constructed. There is hereby established and delineated "Well Head Protection Areas" ["WHPA(s)"] in each Sanitary District(s) as shown on Exhibits 1, 2 and 3 incorporated herein. Nothing herein shall preclude a Sanitary District(s) from locating, developing, improving or operating replacement or additional future municipal wells within the Town. All existing land uses and facilities within the WHPA(s) shall comply with the regulations herein set forth. The WHPA(s) is/are subject to development regulations as hereinafter provided, because of their close proximity to the Sanitary Districts' well head(s) and the corresponding high threat of contaminants.
- (b) Permitted Uses. All uses in the WHPA(s) which are authorized under the assigned zoning district(s) from time to time in effect, are subject to the regulations listed herein.
- (c) Requirements for existing facilities. Owners and/or operators of Facilities that are located within the WHPA(s) as of the effective date of this Ordinance, are subject to the following regulations:
  - (1) Owners and/or operators of existing Facilities within a WHPA(s) involving the use, storage, or processing of domestic septage, petroleum or petroleum products, agricultural waste, or other materials which are or may be determined by any state or federal agency to pose a possible groundwater contamination hazard must obtain a permit from the Town in order to continue the use or storage (including maintenance or storage of vehicles or equipment) of said materials. A permit shall be issued upon providing the Town and Sanitary District(s)

with the following:

- (i) Copies of all valid state, federal, and Town approvals for the storage and handling of such materials in their existing operation and any expansion of their operation;
  - (ii) Owners and/or operators of such Facilities shall prepare and file with the Town and Sanitary District(s) an emergency plan for responding to accidental spills of material that may cause contamination of groundwater at the Facilities. Such plan shall include immediate notification to the Town, the appropriate Sanitary District and other appropriate governmental authorities of any such emergency.
  - (iii) Owners and/or operators of such Facilities shall prepare and file with the Town and Sanitary District(s) a report which included the following: a complete review of the existing storage and handling procedures; a plan detailing future operation procedures to protect the groundwater; and permission for the water utility personnel to enter the facility and check for violations of said report.
- (2) Owners and/or operators shall maintain their Facility and operations in strict conformance with state, federal, and local approval certificates and shall be able to demonstrate effective response to mitigate any contamination hazard within the WHPA(s).
- (3) The owners and/or operators of existing Facilities within a WHPA(s) shall not expand or alter their operation to include storage, use or processing of any additional quantity or type of hazardous material, subject to this regulation, than the amount and type of material that is approved and typically maintained at the Facility as of the effective date of this Ordinance, without first obtaining a permit from the Town. Such permit is conditioned upon compliance with

sec. 3-2-5 (c)(1)(i)(ii) above.

- (d) Requirements for new facilities. Prior to the issuance of a building permit for any proposed Facilities to be located within the Well Head Protection Area(s), all Builders/Owners shall file with the Town a report concerning the construction and operation of the Facility, including a site plan which provides for the following information at a minimum:
  - (1) A contingency plan satisfactory to the Town for the immediate notification of Town and the appropriate Sanitary District officials in the event of an emergency at the Facility that could potentially contaminate the groundwater in the Well Head Protection Area(s).
  - (2) Environmental or safety monitoring of the Facility as deemed necessary by the Town, which may include but are not limited to storm water runoff management and monitoring.
- (e) Separation standards/regulations for new facilities. The Water Wells of each Sanitary District shall be adequately protected from potential sources of contamination. A permit from the Town is required for separation distances less than the following:
  - (1) Fifty feet between such Water Well and a storm sewer main.
  - (2) Two hundred feet between such well and any sanitary sewer main, lift station or single family residential fuel oil tank. A lesser separation distance may be allowed for sanitary sewer mains when the sanitary sewer main is constructed of water main materials and joints and pressure tested in place to meet current AWWA 600 specifications.
  - (3) Four hundred feet between such well and a septic tank or soil absorption unit receiving less than 8,000 gallons per day, a cemetery or a storm water drainage pond.

- (4) Six hundred feet between such well and any gasoline or fuel oil storage tank installation that has received written approval from the Department of Industry, Labor and Human Relations or its designated agent under s. ILHR 10.10.
- (5) One thousand feet between such well and land application of municipal, commercial or industrial waste or sludge; industrial, commercial or municipal waste water lagoons or storage structures; manure stakes or storage structures; and septic tanks or soil absorption units receiving 8,000 gallons per day or more.
- (6) Twelve hundred feet between such well and any solid waste storage, transportation, transfer, incineration, air curtain destructor, processing, wood burning, one time disposal or small demolition facility; sanitary landfill; coal storage area; salt or deicing material storage area; gasoline or fuel storage tanks that have not received written approval from the Department of Industry, Labor and Human Relations or its designated agent under s.ILHR 10.10; bulk fuel storage facilities; and pesticide or fertilizer handling or storage facilities.
- (7) A permit will be issued for separation distances that are less than the above distances upon submission to the Town and appropriate Sanitary District of one or more of the following as directed by the Town:
  - (i) Documentation of a hydrogeologic investigation prepared by an engineer or ground water geologist using DNR approved equations and simulations, which documentation is signed by both the preparer and the property owner. The documentation must indicate that a lesser separation distance than that provided for above will nevertheless provide adequate protection of a water well of the Sanitary District from contamination.
  - (ii) Documentation of protective measures taken by the

owner to protect against contamination of the Water Wells.

- (iii) Documentation which indicates that all applicable DNR rules and regulations have been followed.
  - (iv) The documentation provided for in subsection e(8)(i), e(8)(ii) and e(8)(iii) above shall be reviewed and subject to approval by the Town following a recommendation from the appropriate Sanitary District.
- (f) Permit conditions. In issuing any permit under this sec., the Town may impose reasonable conditions designed to minimize the threat of ground water contamination within the WHPA(s), including but not limited to the construction and maintenance of facilities and devices to prohibit or mitigate against such contamination.

**SEC. 3-2-6 Enforcement and Abatement**

- (a) Violations Constitute Public Nuisance. Any violation by any person of the provisions of this Ordinance shall constitute a public nuisance; and such nuisance may be enjoined and this Ordinance enforced as provided for in Chapter 823 of the Wisconsin Statutes.
- (b) Damages. Any person found in violation of this Ordinance shall pay to the appropriate Sanitary District and/or Town such damages, losses or expenses as may be sustained by them as a result of the violation, including but not limited to attorney's fees and other costs of enforcement proceedings.
- (c) Mandatory Abandonment. If any person found in violation of this Ordinance shall fail to comply with the terms hereof within 48 hours after receipt of written notice of such violation, the Town may enter upon the premises of such person, may cause the violation to be corrected and may assess the cost and expense thereof, as a special tax or charge against the said premises.
- (d) Forfeitures. Any person found in violation of any provision

of this Ordinance may be required to forfeit a sum of up to Five Hundred Dollars (\$500.00) for each day a violation shall continue; and it is hereby declared that each violation of a section or subsection of this Ordinance shall constitute a separate violation for purposes hereof.

- (e) Remedies Cumulative. All remedies provided for in this Ordinance are distinct and cumulative to any other right or remedy contained herein or afforded by law or in equity; and may be exercised by the Town concurrently, independently or successively.

#### SEC. 3-2-7 Severability

If any provision of this Ordinance is invalid or unconstitutional or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

#### SEC. 3-2-8 Effective Date

This Ordinance shall become effective following its adoption and publication, as provided for by law.

PASSED AND ADOPTED BY THE TOWN BOARD OF THE TOWN OF WINDSOR ON  
THE 17th DAY OF APRIL, 1997.

THE TOWN OF WINDSOR

By: Clyde H. Harvey  
Town Chairman

ATTEST:

By: Reuel L. Green  
Town Clerk/Treasurer

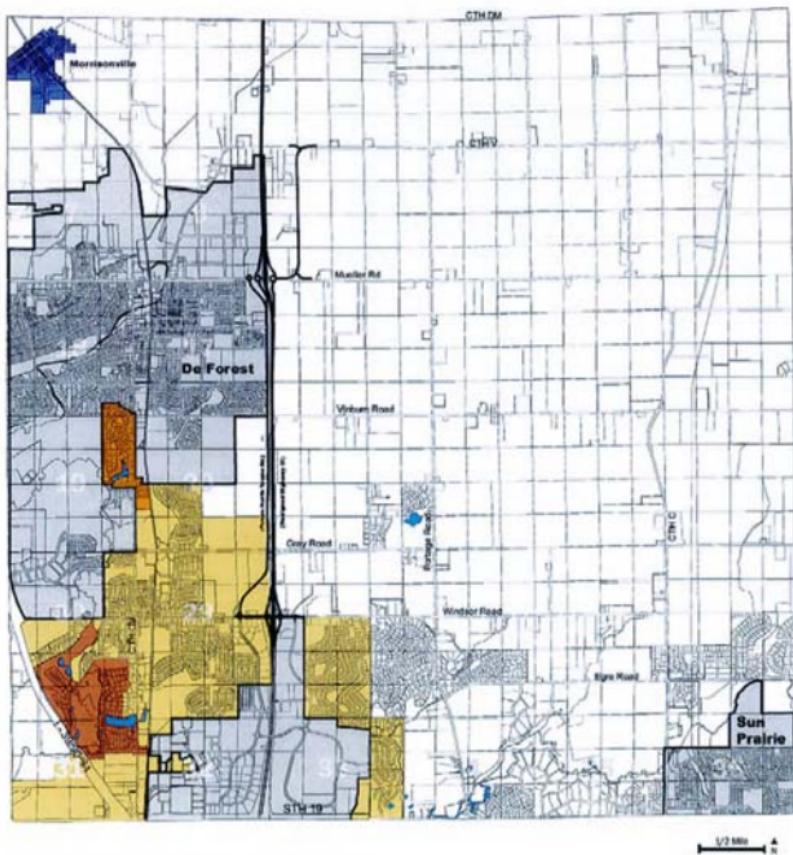
DATE OF PUBLICATION: 8-6, 1998.

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 8: Sanitary District Boundaries**

(1 page)

## Exhibit 8: Sanitary District Boundaries



### Town of Windsor Sanitary Districts

April 12, 2010

- |  |                                |  |                                 |
|--|--------------------------------|--|---------------------------------|
| <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></span> | Windsor Sanitary District #1   | <span style="background-color: orange; border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></span> | Oak Springs Sanitary District   |
| <span style="background-color: brown; border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></span>  | Lake Windsor Sanitary District | <span style="background-color: blue; border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></span>   | Morrisonville Sanitary District |

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 9: Village of DeForest Official Map**

(1 page)

**- DELETED -**

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 10: Town of Windsor Official Map**

(1 page)

**-DELETED-**

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 11: Intergovernmental Agreement on  
Police Protection Services**

(4 pages)

-DELETED-

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 12: Intergovernmental Agreement on  
Fire Protection**

(12 pages)

**FIRE PROTECTION AGREEMENT  
DEFOREST AREA FIRE PROTECTION BOARD**

It is hereby agreed, that the Village of DeForest and the Towns of Windsor, Vienna, Leeds and Hampden, (hereinafter referred to as municipalities), all being situated in Dane and Columbia County, Wisconsin, and the DeForest Volunteer Fire/Rescue Department, a non-stock membership corporation originally formed under Chapter 86 of the Laws of 1898, do hereby associate themselves together for the purpose of providing fire protection in and for the geographical area described as the DeForest Fire Protection District. Fire and EMS services shall be provided to the District under the supervision of the DeForest Area Fire Protection Board established pursuant to this Agreement.

**ARTICLE I  
PURPOSE**

The purpose of this Agreement shall be to provide proper fire/rescue protection for all persons and properties situated within the DeForest Fire Protection District boundaries, by the joint and mutual cooperation of the municipalities involved herein pursuant to sec. 66.30, Stats. and the DeForest Volunteer Fire/Rescue Department.

It is the common belief and understanding of the parties hereto that the benefits to them as the result of this Agreement will be as follows:

1. That greater protection against fire losses in the municipalities involved can be secured by this joint Agreement.
2. That a more effective fire fighting and EMS organization can be promoted and maintained by the joint and mutual cooperation of said municipalities and the DeForest Area Fire Protection Board with the existing DeForest Volunteer Fire/Rescue Department.

**ARTICLE II  
NAME AND LOCATION**

Section A: The name of this association shall be the "DeForest Area Fire Protection Board" and the area that it governs as "DeForest Fire Protection District". The Board's headquarters shall be located at the primary facility housing the DeForest Volunteer Fire/Rescue Department as established from time to time.

Section B: The Village of DeForest shall provide adequate and heated housing for the fire-fighting and EMS equipment in the Village of DeForest at a rental and upon such terms as set forth in

*Jan 13th*, 1995. The location of the building housing the equipment is not to impose any duty or liability on the Village of DeForest which is not shared proportionately by all of the parties as hereinafter provided. Each municipality which is a party hereto, hereby guarantees payment to the Village of DeForest of the rent and other payment obligations of the DeForest Area Fire Protection Board for the term of said Lease. Such guaranty shall be limited to a share of the total lease payments based on the municipality's pro rata contribution (expressed as a fraction of the total of all contributions) to the Fire District budget as determined pursuant to section VII F. In the event any municipality shall withdraw from this Agreement prior to the expiration of said Lease (or any extension thereof), said municipality's fractional share shall, for all subsequent years, be the same as the last fractional share determined prior to the effective date of the withdrawal.

### ARTICLE III BOUNDARIES

The geographical territory to be provided with fire protection under this Agreement and the area within which the equipment of the Board is to be primarily operated shall consist of:

1. Village of DeForest: all the area within the corporate limits of the Village of DeForest, Dane County, Wisconsin;
2. Town of Windsor: the whole of the Town of Windsor, Dane County, Wisconsin;
3. Town of Leeds: that portion of the Town of Leeds, Columbia County, Wisconsin, described in the attached rider;
4. Town of Hampden: that portion of the Town of Hampden, Columbia County, Wisconsin, described in the attached rider;
5. Town of Vienna: that portion of the Town of Vienna, Dane County, Wisconsin, described in the attached rider;

and such additional territory as may be added to the DeForest Fire Protection District, upon the following conditions:

1. That the proposed territory must be contiguous to the then existing boundaries of said Fire Protection District; and

2. That the addition of the proposed territory must be approved by the DeForest Area Fire Protection Board and ratified by each of the municipal boards to this Agreement.

#### ARTICLE IV DEFOREST AREA FIRE PROTECTION BOARD

There is hereby created a DeForest Area Fire Protection Board which shall be composed of one member of the governing body of each of the participating municipalities hereto. The method of selection and tenure of such members shall be determined by the respective governing bodies. The Chief of the DeForest Fire Department and the EMS Chief shall be non-voting members. The Board shall meet annually during the first week of June or as soon thereafter as is practicable to select its officers and schedule its regular meetings.

The officers of the Board shall be a President, Vice-President and Secretary/Treasurer who shall be appointed by a majority vote of the members for a term commencing on June 15 and terminating on the following June 14 or at such time as a successor is appointed and qualified. The President and Vice-President shall, and the Secretary/Treasurer may, be selected from the Board membership. The Secretary/Treasurer shall not, solely by virtue of such office, be a voting member.

The President, or in his or her absence the Vice-President, shall preside at all meetings of the Board. A majority of the voting members shall constitute a quorum and the actions of the Board shall be by majority vote of the members present unless otherwise provided herein. Special meetings may be called by any two members entitled to vote. Calls for special meetings shall be addressed to the Secretary/Treasurer who shall be responsible for scheduling the meeting, notifying all members and posting required notices.

#### ARTICLE V DUTIES AND POWERS OF THE DEFOREST AREA FIRE PROTECTION BOARD

The Board shall keep itself fully advised and informed on all phases of Fire and EMS protection being afforded within and outside the DeForest Fire Protection District and shall make such recommendations to the Fire/Rescue Department and/or municipalities to this Agreement as it deems in the best interest of the DeForest Fire Protection District.

**ARTICLE VI**  
**DEFOREST VOLUNTEER FIRE/RESCUE DEPARTMENT**

Section A: The DeForest Volunteer Fire/Rescue Department is hereby officially recognized as the Fire and EMS Department which shall serve the herein-described DeForest Fire Protection District.

It is the intent and agreement of the parties hereto that the DeForest Volunteer Fire/Rescue Department retain its identity as a non-stock membership corporation under the direction of the DeForest Area Fire Protection Board, provided, however, that nothing in this Agreement shall be deemed to limit the statutory powers or duties of any fire commission or police and fire commission established to meet the requirement of state law.

Section B: Subject to the constitution and bylaws of the DeForest Volunteer Fire/Rescue Department any person over 18 years of age and residing within an area so determined by the DeForest Area Fire Protection Board is eligible for active membership in the DeForest Volunteer Fire/Rescue Department.

Section C: As to all fire alarms, fire calls or EMS calls authorized to be answered under this Agreement, the Chief of the Fire Department, Chief of the EMS or some other designated officer or member thereof, shall determine what fire alarm, fire calls or EMS calls shall be answered and shall determine the priority of all alarms, fire calls and EMS calls and shall allocate the equipment of the DeForest Area Fire Protection Board.

Section D: The Board shall determine whether to provide fire inspection and other services through its own employee(s) or through agreements for furnishing services by employees of one or more of the participating municipalities. If such agreements are utilized, all individuals furnishing services thereunder shall be deemed employees of the municipalities furnishing the individuals rather than employees of the Board.

**ARTICLE VII**  
**FISCAL AND BUDGET**

Section A: The DeForest Area Fire Protection Board shall establish, in a qualified bank, a fund to be designated as the "DeForest Area Fire Protection Board Fund". All receipts and disbursements are to be made to and from this Fund, including, but not limited to, fire insurance premium rebates paid on account of fire inspections and contributions from the participating Village and Towns as provided by the DeForest Area Fire Protection Board budget as well as monies collected for all EMS and fire calls. The depository shall be determined by the Board from time to time by

FIRE PROTECTION AGREEMENT  
DEFOREST AREA FIRE PROTECTION BOARD

majority vote, provided, however, that any depository not located within one of the participating municipalities shall be approved by unanimous vote.

Section B: All drafts and other orders for payment from the Fund shall be signed by the Secretary/Treasurer of the DeForest Area Fire Protection Board and counter-signed by the President thereof.

Section C: Annual audits of the books of the Secretary/Treasurer shall be conducted by an independent auditor selected by the Board and a report thereof promptly forwarded to the clerk of each participating municipality.

Section D: The DeForest Area Fire Protection Board shall, prior to August 1st of each year, prepare and submit to each municipal governing board, a preliminary budget for the ensuing calendar year which shall reflect the estimated balance of funds on hand at the end of the current year and the proposed receipts and disbursements for the following year by budgeted categories.

The Board shall consider any recommendations or comments received from any municipality and adopt, by majority vote, a proposed final budget no later than September 1. Adoption of the proposed final budget shall require the affirmative vote of (a) the member appointed by each municipality whose contribution toward the previous year's budget exceeded 25% of the total municipal contributions and (b) a majority vote of the entire Board. The proposed final budget shall be provided to each municipal clerk on or before September 5 and approved or disapproved by each municipal board on or before October 1. The failure of any municipal board to act on the proposed budget within the time allowed shall be deemed approval of such budget.

If less than a majority of the municipal governing boards shall approve the proposed final budget, the Board shall revise and resubmit its proposed budget to the municipalities. Unless a revised budget is resubmitted and approved by the governing bodies on or before October 15, no municipality shall be required to contribute for the ensuing year any amount greater than its contribution during the current year.

A budget approved by a majority of the governing bodies on or before October 15 shall become the final budget of the Board. Any municipality which did not vote to approve the final budget shall elect to either a) approve the budget as adopted or b) limit its contribution toward that budget to its proportionate share of the current year's budget plus 3% of the operating expense categories thereof and terminate its participation in this Agreement effective at the end of the calendar year to which such budget applies. An

election under this paragraph shall be made by written notice to the Secretary/Treasurer within 15 days of notice of the adoption of a budget. Any municipality which fails to make a timely election shall be deemed to approve the budget as adopted.

Section E: No changes in the amount of the various appropriations and the purposes for such appropriations as stated in the budget that is finally approved shall be made unless first approved by majority vote of the DeForest Area Fire Protection Board.

Section F: Except as otherwise provided in Section D above, the Village of DeForest and each of the Towns who are parties to this Agreement shall pay to the Board its share of the approved budget calculated in proportion to the total assessed valuation of the taxable property within the municipality and within the DeForest Fire Protection District, as equalized for state purposes, relates to the total equalized valuation of the DeForest Fire Protection District.

To assist the DeForest Area Fire Protection Board in determining the share of the DeForest Fire Protection District budget to be borne proportionately by each participating Village or Town, each of the various municipal clerks shall submit to the Secretary/Treasurer of the DeForest Area Fire Protection Board on or before November 1st of each year a statement showing the latest equalized valuation of the taxable property within the municipality if the whole of the municipality is included within the DeForest Fire Protection District; if only a portion of the municipality is included within the District, the municipal clerk shall submit to the Secretary/Treasurer of the Board the latest equalized valuation for the property in that part of the municipality which is located within the DeForest Fire Protection District.

Immediately after approval of the budget for the ensuing calendar year by the participating municipalities, the proportionate share of the budgeted costs and expenses to be paid by each municipality shall be computed and billed by the Secretary/Treasurer of the DeForest Area Fire Protection Board on the basis of that proportionate part of the equalized valuation of the whole of the DeForest Fire Protection District which is located in each Village or Town. Each municipality shall pay its proportionate share as billed, to the Treasurer of the DeForest Area Fire Protection Board as follows:

- a) On or before March 1 of each year, each municipality shall pay a proportionate share of its total contribution equal to the percentage of its total real property tax levy for the preceding year paid to, or retained by, it pursuant to sec. 74.25(1)(b)2, Stats.
- b) Each municipality shall pay the remaining balance of its total contribution on or before September 1 of each year.

In the event the statutory property tax settlement procedure shall hereafter be amended, proportionate payments shall be due ten (10) days following each settlement date provided by the amended procedure. The treasurer of each municipality shall, with each payment made, provide the Secretary/Treasurer of the Board with the factual basis upon which the payment was calculated.

No participating municipality shall withhold moneys due under the terms and responsibilities of this Agreement due to a dispute arising under this Agreement. Resolution of any such dispute shall be accomplished by resort to other available remedies.

**ARTICLE VIII**  
**TITLE AND OWNERSHIP OF EQUIPMENT**

Section A: Title to all motor vehicles and equipment shall, for convenience, be held in the name of the "DeForest Area Fire Protection Board".

Section B: In view of the fact that each municipality to this Agreement has to date contributed to the purchase of the present fire protection vehicles and equipment substantially on the basis of proportionate equalized valuation, each of the municipalities will, from and after the date of this Agreement and notwithstanding any previous agreement or practice to the contrary, be considered to own a proportionate interest in the fire vehicles and equipment which proportionate interest will be, at any given time, based on the latest then known equalized valuation of the municipality, or of that portion of the municipality within the DeForest Fire Protection District, as compared to the equalized valuation of all taxable property within the DeForest Fire Protection District.

**ARTICLE IX**  
**MANDATORY TERM OF AGREEMENT;**  
**LATER WITHDRAWAL BY PARTY OR PARTIES**

Section A: This Agreement shall absolutely bind each municipality hereto until December 31, 1997 and shall thereafter automatically continue in full force and effect as to all parties until terminated as to any municipality or municipalities in the manner provided in Section D of Article VII or Section B of this Article.

Section B: Any of the participating municipalities hereto may withdraw from and terminate this Agreement as to itself at the end of any calendar year after the expiration of the initial term provided that such withdrawing municipality shall give at least 18 months written notice to each of the other participating municipalities and to the DeForest Area Fire Protection Board stating that it is withdrawing from and terminating this Agreement as to itself as of the end of a stated calendar year.

In the event of withdrawal from this Agreement by any of the municipalities hereto, the remaining municipalities shall purchase the interest of the withdrawing municipality or municipalities in any or all fire-fighting/rescue vehicles and other assets owned proportionately by the municipalities at the then book value thereof (that is, cost less depreciation). Depreciation on fire trucks and other similarly long-lived equipment which was purchased new shall be computed on a straight-line basis of 15 years and depreciation on all other equipment, including that which was not new when purchased by the DeForest Area Fire Protection Board, shall be depreciated on the basis of the regularly accepted life for such equipment.

The withdrawing municipality or municipalities shall receive no reimbursement from the remaining municipalities nor have any further interest in any vehicle or equipment which is either fully depreciated or which has no cost basis to the municipalities to this Agreement at the time of withdrawal.

In the event that the remaining municipality or municipalities hereto so elect, upon withdrawal by any municipality or municipalities, any portion of the fire-fighting vehicles or any other assets of the DeForest Area Fire Protection Board having a remaining cost basis to the DeForest Area Fire Protection Board and which is not needed by the remaining municipality or municipalities to furnish adequate fire protection in the remaining area of the DeForest Fire Protection District may be sold by the remaining municipality or municipalities to any third party at public sale with notice and the reimbursement to be made to the withdrawing municipality or municipalities on account of such vehicles or any other assets so sold shall be conclusively limited to its proportionate interest in the proceeds of the sale.

The withdrawing municipality shall also receive its proportionate share of the surplus funds of the DeForest Area Fire Protection Board on hand as of the withdrawal date. This shall include a proportionate share of any funds set aside and earmarked for any future expenditure.

The withdrawing municipality shall be charged with its proportionate share of outstanding debt incurred for DeForest Area Fire Protection Board purposes, provided however, that such municipality shall be charged with any outstanding lease liability as set forth in Section II B as such amounts become due under the Lease.

**ARTICLE X  
RECIPROCAL AGREEMENTS**

The DeForest Area Fire Protection Board shall have the right to enter into reciprocal fire protection or emergency medical services agreements with other municipalities or districts. Any such agreements shall require approval by the DeForest Volunteer Fire/Rescue Department.

**ARTICLE XI  
EMS SERVICE CHARGES**

All ambulance fees and charges for EMS services shall be determined and set by the DeForest Area Fire Protection Board as part of its development of an annual budget.

**ARTICLE XII  
INDEMNITY AND INSURANCE**

The DeForest Area Fire Protection Board shall procure, either directly or through one or more of the participating municipalities, and include the cost in its budget, adequate liability, worker's compensation, errors and omissions, vehicular liability and property insurance (including adequate comprehensive insurance coverage for the DeForest Area Fire Protection Board's fire/rescue vehicles and equipment.) The DeForest Area Fire Protection Board has the authority to determine what amounts of insurance coverage are adequate. The Secretary/Treasurer shall provide a certificate evidencing such insurance to each participating municipality on an annual basis.

**ARTICLE XIII  
COOPERATION**

Section A: It is the sincere hope and desire of the participating parties that the DeForest Area Fire Protection Agreement shall continue for a substantial period of years and that any and all problems which may arise in the future can and will be satisfactorily resolved and amicably adjusted on a cooperative basis by the parties hereto with the aid and advice of the DeForest Area Fire Protection Board and the DeForest Volunteer Fire/Rescue Department.

Section B: Each participating municipality shall cooperate with the DeForest Volunteer Fire/Rescue Department by providing assistance when needed in fighting fires within its limits by keeping the Village and/or Town roads open, insofar as is reasonable under the circumstances.

**ARTICLE XIV**  
**AMENDMENTS**

The DeForest Area Fire Protection Board may from time to time by a majority vote make, alter, amend, or rescind any part of this Agreement subject, however, to the approval of the Boards of each of the participating municipalities.

**ARTICLE XV**  
**THIS AGREEMENT CONTROLS**

This Agreement replaces all previous agreements, except the Lease described in sec. II B, between all the parties or any of them relating to fire protection service and EMS service in the DeForest Fire Protection District and all such previous agreements are hereby rescinded and replaced.

This Agreement is effective as of the date of the last signature as set forth below.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals to this Agreement pursuant to the specific authority and direction of each municipal board and of the members of the DeForest Volunteer Fire/Rescue Department:

**VILLAGE OF DEFOREST**

By: Bob Sanderson 1/13/97  
Village President (date)  
  
John Manley 1-10-97  
Village Clerk (date)

**TOWN OF WINDSOR**

By: Alvin Hause 1/16/97  
Town Chairperson (date)  
  
Henry Shire 1-17-97  
Town Clerk (date)

**TOWN OF VIENNA**

By: Robert Stettner 1-18-97  
Town Chairperson (date)  
  
Robert Schlueter 1-13-97  
Town Clerk (date)

**TOWN OF LEEDS**

By: Robert Stettner 1-18-97  
Town Chairperson (date)  
  
Mary Ann Miller 2-4-97  
Town Clerk (date)

FIRE PROTECTION AGREEMENT  
DEFOREST AREA FIRE PROTECTION BOARD

TOWN OF HAMPDEN

By: Chas L. Trapp 1-15-97  
Town Chairperson (date)

Louis G. Martens 1/16/97  
Town Clerk (date)

DEFOREST VOLUNTEER FIRE/RESCUE DEPARTMENT

By: Joe Rider 1/16/97  
Fire Chief (date)

Dave Reigstad 1-16-97  
EMS Chief (date)

Jeff Miller 1-16-97  
Fire Dept. Secretary (date)

Zpl Henn 1-16-97  
2nd Assistant Chief (date)

John M. Carlson 1-16-97  
2nd Assistant Chief (date)

Steven D. Meier 1/16/97  
Fire Dept. Treasurer (date)

FIRE PROTECTION AGREEMENT  
DEFOREST AREA FIRE PROTECTION BOARD

RIDER

Area included for protection and service by the DeForest Area Fire Protection Board on behalf of the DeForest Fire/Rescue Department are as follows:

Village of DeForest - Dane County, entire area.

Township of Windsor - Dane County, entire area.

Township of Vienna, Dane County,  
Sections 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21,  
22, 23, 24, 25, 26, 27, 28, 35 and 36.

Township of Hampden - Columbia County,  
Sections 19, 20, 21, 29, 30 and 31.

Township of Leeds - Columbia County,  
The South 1/2 of Sections 21, 22 and 23;  
All of Sections 24, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35 and  
36.

H:\DATA\MP\DP\FIREAGR

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 13: Intergovernmental Agreement on  
Intermunicipal Community Center and Senior  
Center Programs**

(7 pages)

**INTERMUNICIPAL COMMUNITY CENTER  
AND SENIOR PROGRAMS AGREEMENT**

THIS AGREEMENT, made and entered into by and among the VILLAGE OF DEFOREST, a municipal corporation (hereafter "DeForest"), the TOWN OF WINDSOR, a body corporate and politic (hereafter "Windsor") and the TOWN OF VIENNA, a body corporate and politic (hereafter "Vienna"), all located in Dane County, Wisconsin.

W I T N E S S E T H:

WHEREAS, since 1987, DeForest, Windsor and Vienna have provided administrative and management services and fiscal support to the DeForest Area Community Center, a facility which provides services to the community and to citizens located in a large area of north central Dane County; and

WHEREAS, the DeForest Area Community Center has functioned to the substantial satisfaction of the three municipalities participating in the governance of said Community Center; and

WHEREAS, while the said Community Center has functioned effectively in the delivery of the services associated with its role in north central Dane County, concerns have arisen regarding the relationship between the parties hereto, as well as with the Dane County Human Services Department and the DeForest Half Century Club, Inc., (the non-stock not for profit corporation owning the property on which the said Community Center exists); and

WHEREAS, it is deemed to be the mutual advantage of all the participating municipalities to continue the management of the Community Center on as close a basis as possible to the current working relationship; and

WHEREAS, Wis. Stats. §66.30 broadly authorizes municipalities to cooperate with each other to jointly furnish services to their citizens;

NOW, THEREFORE, in consideration of the premises contained herein, IT IS HEREBY AGREED by and among the parties hereto, pursuant to Section 66.30 of the Wisconsin Statutes, as follows:

1. Governance.

(a) The Community Center shall be governed by a body to be known as the DeForest Area Joint Community Center Commission. This body shall have nine members. These members shall be selected as follows:

- (b) The DeForest Village President and the Windsor Town Board Chairperson shall each appoint one member of their respective governing boards as members of the Commission, subject to confirmation by their respective boards.
- (c) The DeForest Village President, the Windsor Town Chairperson and the Vienna Town Board Chairperson shall each appoint two residents of their respective municipalities as members of the Commission, subject to confirmation by their respective boards. Of the initial resident appointees, one member shall serve a one year term and the other member shall serve a two year term. Annually thereafter, one such member shall be appointed to serve a two year term.

(d) The DeForest Half Century Club, Inc. shall appoint one member to the Commission.

(e) Once selected, each Commissioner shall continue to serve as a member of the Commission until a successor is selected and qualified.

2. Control. The Commission shall be under the general control and supervision of the three participating municipalities.

3. Finance.

(a) Not later than October 1 of each year, the Commission shall prepare and approve a budget, utilizing input from the respective directors of the Community Center and of the Senior Center. The budget shall specify all anticipated sources of revenue for the Commission's upcoming year. Each participating municipality shall pay its proportionate share of the charges allocated to the municipalities, based upon the most recent population estimate available from the Demographic Services Center of the Wisconsin Department of Administration pursuant to Wis. Stats. §16.96. Vienna's proportionate share shall be based upon the portion of its population living in the portion of Vienna within the boundaries of the DeForest Area School District.

(b) The Commission shall select one of the participating municipalities to serve as its fiscal agent. Any fiscal agent so selected shall follow the procedure set forth herein for DeForest as continuing fiscal agent.

(i) As of the time of approval of this agreement by the participating municipalities, DeForest shall continue to serve as the Commission's fiscal agent. DeForest shall maintain separate accounts for any funds that it is administering on behalf of the Commission. DeForest's officers and employees shall continue to work in close cooperation with the Commission to

provide satisfactory fiscal services and to expend funds for the direct benefit of the Commission without prior approval of the Commission when circumstances deem it necessary that such expenditures occur expeditiously.

(ii) At least annually, DeForest shall account to the Commission for the Commission's funds that DeForest is administering as well as for any charges and expenses it has incurred on behalf of the Commission. The Commission shall review and approve said accounting within 30 days after receipt of the accounting. Thereafter, DeForest as the Commission's fiscal agent shall bill the other participating municipalities for their proportionate shares of any expenses incurred by DeForest in preparing said accounting, calculated as set forth in ¶ 3(a).

(c) The Commission shall contract in writing with any fiscal agent as to the details of the Commission's relationship with any fiscal agent.

(d) The Commission shall be required to obtain an annual certified audit, to be furnished to each of the participating municipalities.

4. Term of Agreement. This agreement shall be in the nature of a continuing contract and shall automatically renew from year to year on the terms set forth unless modified or terminated by the parties hereto.

5. Withdrawal. Any of the parties hereto may withdraw from this Agreement upon giving eighteen months written notice to the other parties. Such withdrawing party shall pay its proportionate share of the costs and expenses of the Commission until the effective date of the withdrawal. On the withdrawal date, the other parties shall purchase the interest of the withdrawing party in all personal property and equipment of the Commission at its then-current depreciated value as carried on the Commission's books.

6. Organization.

(a) As soon as practicable after the annual appointment of Commission members, the Commission shall elect from its membership a president, vice-president, secretary, treasurer, and any other officers deemed necessary. A commissioner may hold more than one office at a time. Each officer shall serve a one year term.

(b) The Commission shall meet at least monthly. The Commission's meeting shall be held in a place reasonably accessible to members of the public and open to all citizens at all times.

(c) All meetings of the Commission shall be open to the public and subject to the Wisconsin Open Meetings Law, unless closed in the manner and for one or more of the reasons specified in Wis. Stats. §19.85.

(d) Notice of the Commission's meetings shall be published in the DeForest Times-Tribune, and shall be posted at the municipal building of each participating municipality.

(e) The Commission shall establish rules of procedure to govern its meetings.

7. **Insurance.** The Commission shall obtain, either directly or through one of the participating municipalities, liability, worker's compensation, errors and omissions, vehicular liability and property insurance. The Commission shall provide a certificate of insurance to each participating municipality annually.

8. **Operations.**

(a) The Commission shall provide oversight over the operations over the DeForest Area Community Center and the programs and services for the senior citizens of the participating municipalities.

(b) The Commission may, in its exclusive discretion, determine whether to furnish its services through its own employees or through agreements for furnishing services by employees of one or more of the participating municipalities. If such an agreement is utilized, all individuals furnishing services thereunder shall be deemed to be employees of the municipality furnishing the individuals rather than employees of the Commission.

(c) The Commission shall, in fulfilling its responsibilities over programs for senior citizens and the DeForest Area Community Center, perform the following duties:

(i) Develop, implement and coordinate programs and activities to serve the elderly population of the participating municipalities, including outreach and nutrition;

(ii) Advise and educate each participating municipality on the concerns, welfare, activities and services available to the elderly population being served;

- (iii) Request, receive, administer and disburse funds relating to senior citizen programs and maintaining the DeForest Area Community Center;
  - (iv) Establish policies and fees relating to use of the DeForest Area Community Center by the public;
  - (v) Develop, implement and coordinate programs and activities of the DeForest Area Community Center;
- 
- (vi) Maintain the facilities of the DeForest Area Community Center, as well as plan for future facilities needs of the participating municipalities as to senior citizens programs and community center facilities;
  - (vii) Supervise and evaluate any personnel employed by the Commission as well as furnishing input to any municipality furnishing individuals performing services for the benefit of the Commission;
  - (viii) Perform such other responsibilities as the Commission deems reasonably necessary or are delegated to the Commission by the participating municipalities.

9. Annual Report. The Commission shall prepare a written annual report of its activities. This report shall be furnished to each participating municipality no later than January 31 of each year.

10. Remedies.

- (a) If the Commission or any participating municipality breaches any term of this agreement, that party shall be responsible to the other parties for any loss, expenses or damage, resulting from such breach.
- (b) When a dispute arises under this agreement no participating municipality shall withhold payments due under this agreement, but may pursue any other remedies available to it.

11. General.

- (a) This agreement supersedes all previous agreements among the parties relating to the subject matter hereof.

- (b) Judicial invalidation of any section, clause or other provision shall have no effect on the validity or enforceability of any other provision of this agreement.
- (c) This agreement may be amended only in writing in the same manner as this agreement was adopted.
- (d) This agreement shall be binding upon the parties hereto upon execution by the proper officers of the three participating municipalities.

IN WITNESS WHEREOF, the Village Board of the Village of DeForest has authorized the signatures of its President and Clerk this 6th day of July, 1993.

VILLAGE OF DEFOREST

By: Rex Gander  
President

ATTEST:

Suzanne Hoen  
Clerk

IN WITNESS WHEREOF, The Town Board of the Town of Windsor has authorized the signatures of its Town Board Chairperson and Clerk this 27 day of July, 1993.

TOWN OF WINDSOR

By: Dawn Ramey  
Chairperson

ATTEST:

Cheryl L. Heis  
Clerk

IN WITNESS WHEREOF, The Town Board of the Town of Vienna has authorized  
the signatures of its Town Board Chairperson and Clerk this 20<sup>th</sup> day of Sept, 1993.

TOWN OF VIENNA

By: M. Mint Rich  
Chairperson

ATTEST:

Robert L. Luehrs  
Clerk  
[cldwpwillary@defenselink.mil](mailto:cldwpwillary@defenselink.mil)

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 14: Intergovernmental Agreement on  
Joint Municipal Court**

(6 pages)

AN AGREEMENT BETWEEN THE VILLAGE OF DEFOREST  
AND THE TOWN OF WINDSOR CONCERNING THE JOINT MUNICIPAL COURT

This agreement is made and entered into by and between the Village of DeForest, a Wisconsin Municipal Corporation (hereinafter the Village) and the Town of Windsor, a body corporate and politic, (hereinafter the Town) both of Dane County Wisconsin, this 20<sup>th</sup> day of April, 1995.

WITNESS:

WHEREAS, The Village of DeForest and the Town of Windsor have created a Joint Municipal Court (hereinafter "Court") pursuant to chapter 755 of the Wisconsin Statutes;

WHEREAS, the Village of DeForest and the Town of Windsor seek to equitably share the cost of administering and operating the Court;

NOW, THEREFORE in consideration of the mutual undertakings herein setforth the Village of DeForest and the Town of Windsor agree as follows:

**ARTICLE 1: JOINT MUNICIPAL COURT CREATED**

The Town of Windsor and the Village of DeForest shall each adopt an ordinance in the form attached hereto as Attachment A entitled: "An Ordinance Creating a Joint Municipal Court".

**ARTICLE 2: COSTS**

- A) The Town of Windsor shall pay to the Village of DeForest the sum of \$25 for each citation issued by the Town of Windsor which is processed by the Joint Municipal Court. In the event that an individual is held to be in contempt of court, such contempt citation shall be considered as a separate case and the Town shall pay an additional sum of \$25 for the contempt citation processed by the Joint Municipal Court.

In the event that a Town Ordinance violation proceeds to trial, the Town shall pay an additional sum of \$50 for such trial.

- B) The Town of Windsor shall make said payment to the Clerk of the Village of DeForest within 15 days after the date scheduled for the initial appearance on each citation issued by the Town.

- C) All other costs of operating or administering the Court

shall be borne by the Village of DeForest, including but not limited to: compensation and fringe benefits paid to the municipal judge, clerk of courts, and other court related personnel (except prosecuting attorney), office supplies, public notices, and other incidental expenses related to the operations of the municipal court by the Village. Expenses for Town personnel, such as a Town Constable, Code Enforcement Officer or Town Prosecutor, required to attend trials and hearings and all costs associated with service of process in cases initiated by the Town, shall be borne by the Town.

- D) If a defendant is imprisoned following issuance of a warrant or summons pursuant to Wisconsin Statutes Section 800.095 following a defendant's conviction for violating a Town Ordinance (except in cases where the defendant has been committed to the Wisconsin State Prisons), the Town shall pay the expense incurred by Dane County to imprison the defendant.
- E) The Town shall provide to the Clerk of Municipal Court for use in administering, disposing, and maintaining permanent record of Town of Windsor cases brought to the Joint Municipal Court: a lockable file cabinet and printed materials that the Clerk of Municipal Court determines are necessary (report forms, notices, etc.)
- F) By October 1st of this year, and annually thereafter, the Town and Village will review the per case cost of adjudicating Town cases during the preceding 12 month period and will agree on the per case charge to be paid by the Town for adjudicating ordinance violation cases brought by the Town in the succeeding year. The Village shall maintain adequate records of the time and expenses of the Joint Municipal Court to permit a calculation of the per case costs necessary for this annual review. Both the Town and the Village recognize that it may be reasonable to consider a future court agreement fee structure that addresses cases settled at the initial hearing verses those that may proceed to trial.

#### ARTICLE 3: FINES AND FORFEITURES, STATUTORY COURT CHARGES

- A) All fines and forfeitures which result from citations issued by the Town of Windsor and which are processed by the court shall be paid to the Village of DeForest. Within 30 days the Village shall pay the Town the total amount of such fines and forfeitures that are received.

- B) Mandatory assessments and charges established by Wisconsin Statutes shall be added to all judgements entered by the Joint Municipal Court. That portion of the statutory court cost that is normally retained by the Village shall continue to be payable, in all cases adjudicated by the court, to the Village for purposes of paying a portion of the expenses of the court.
- C) Any monies collected by the Village through operation of the Court shall be retained by the Village.

#### ARTICLE 4: GENERAL CONDITIONS

- A) No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Town and the Village; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. Failure to exercise any right under this Agreement shall not constitute approval of any wrongful act by the other party hereto.
- B) Amendment. This Agreement may be amended or modified only by a written amendment approved and executed by the Town of Windsor and the Village of DeForest.

This Agreement shall be annually reviewed by the Town and the Village for substantive amendments.

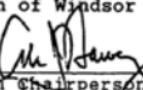
- C) Entire Agreement. This written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire agreement between the Town and the Village on the subject matter hereof.
- D) Hold Harmless and Indemnification. The Village agrees to indemnify and hold harmless the Town from and against all claims, actions, proceedings, damages and liabilities, including attorney fees, arising from, based on, or connected with any action, inaction or responsibility undertaken by any Village employee or representative pursuant to this Agreement or by any elected or appointed court official in connection with any case initiate by the Village. The Town agrees to indemnify and hold harmless the Village from and against all claims, actions, proceedings, damages and liabilities, including attorney fees, arising from, based on, or connected with any action, inaction or responsibility undertaken by any Town employee or representative pursuant to this Agreement or by any elected

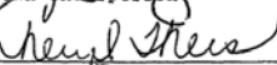
or appointed court official in connection with any case initiated by the Town.

Nothing in this article is intended, nor shall be construed, to create any liability, waive any immunity or provide any right or benefit to any party other than the Town and the Village.

- E) Enforcement. If either party is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if that party prevails in the litigation or arbitration, the other party shall pay the prevailing party all related costs including reasonable attorney's fees and expert witness fees. If the court or arbitrator awards relief to both parties, each will bear its own costs in their entirety.
- F) Term and Termination. This agreement shall remain in effect for an initial period coinciding with the term of the Municipal Judge to be elected in the 1995 spring municipal election and shall automatically renew thereafter for successive two year periods, coinciding with the term of office of the Joint Municipal Judge, unless terminated at the end of any term after a one year notice given by either the Village or the Town.
- G) Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the unenforceable part, term or provision was never part of the Agreement.
- H) Immunity. Nothing contained in this Agreement constitutes a waiver of the Town's or the Village's immunity under applicable law.
- I) Effective Date. This Agreement shall be effective as of the date and year first written above.

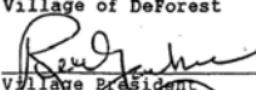
Town of Windsor

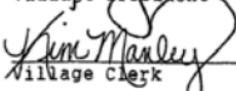
  
\_\_\_\_\_  
Carol Deasey  
Town Chairperson

  
\_\_\_\_\_  
Henry Thrus  
Town Clerk

Joint Municipal Court Agreement

Village of DeForest

  
\_\_\_\_\_  
Ray Johnson  
Village President

  
\_\_\_\_\_  
Kim Manley  
Village Clerk

Town of Windsor

STATE OF WISCONSIN )  
COUNTY OF DANE ) ss

Personally appeared before me this 30 day of April,  
1995, the above named Ch. Hansen, Town  
Chairperson, and Cheryl Tharpis, Town Clerk of the  
Town of Windsor, to me known to be the person(s) who executed the  
foregoing instrument and acknowledged that they executed the same  
as such officers by the Town's authority.

Judith A. Sigurslid  
Notary Public, Dane County, Wisconsin

My Commission Expires 7-21-96



Village of DeForest

STATE OF WISCONSIN )  
COUNTY OF DANE ) ss  
                  )

Personally appeared before me this 17<sup>th</sup> day of April,  
1994, the above named Dey Yankee,  
Village President, and Wm Manley, Village  
Clerk of the Village of DeForest, to me known to be the person(s)  
who executed the foregoing instrument and acknowledged that they  
executed the same as such officers by the Village's authority.



Janet L. Stanek  
Notary Public, Dane County, Wisconsin

My Commission Expires 7-21-94

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 15: Cooperative Agreement  
Authorization**

(3 pages)

**RESOLUTION 2010-011**

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE PREPARATION OF A COOPERATIVE PLAN PURSUANT TO WIS. STATS. § 66.0307**

**WHEREAS**, the Village of DeForest and the Town of Windsor previously entered into a Settlement Agreement resolving litigation pursuant to Wis. Stats. §66.0225; and

**WHEREAS**, by the terms of the Settlement Agreement, the parties agreed to work toward the preparation, adoption and approval of a Cooperative Plan under Wis. Stats. §66.0307; and

**WHEREAS**, Village and Town representatives have held numerous meetings to discuss cooperative planning issues and have determined to proceed with a formal cooperative plan submittal pursuant to §66.0307, Wis. Stats.;

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

1. The Village Board, committee and commission members, staff and consultants are hereby authorized to participate in the preparation of a Cooperative Plan under the procedures and standards set forth in Wis. Stats. §66.0307.
2. Unless such notice is provided by the Town of Windsor, written notice of the adoption of this Resolution and that of the Town of Windsor shall be given by the Village Clerk, in writing, within five days of the adoption of this Resolution to:
  - (a) The State Department of Administration, the Department of Natural Resources, Department of Agriculture, Trade and Consumer Protection and the Department of Transportation;
  - (b) The Clerks of every municipality, School District, Technical College District, Sewerage District or Sanitary District which has any parts of its territory within five miles of the boundaries of either participating municipality;
  - (c) The Dane County Clerk; and
  - (d) The Dane County Department of Planning and Development.

**ADOPTED** at a regular meeting of the Village Board this 1st day of March, 2010.



Jeffrey W. Miller, Village President

Attest:   
LuAnn Leggett, Village Clerk

Vote: 70 Date Adopted 3-1-2010

**RESOLUTION 2010-03**

**AMENDED RESOLUTION AUTHORIZING PARTICIPATION  
IN THE PREPARATION OF A COOPERATIVE PLAN  
PURSUANT TO WIS. STATS. § 66.0307**

**WHEREAS**, the Village of DeForest and the Town of Windsor have entered into a Settlement Agreement resolving litigation pursuant to Wis. Stats. § 66.0225 on June 17, 2004; and

**WHEREAS**, in the Settlement Agreement, the terms require that the parties seek to further implement the settlement by the preparation of a Cooperative Plan under Wis. Stats. § 66.0307; and

**WHEREAS**, on October 7, 2004, the Windsor Town Board adopted a Resolution to commence the process of preparation of a Cooperative Plan, and while it was distributed to many persons, it was not distributed to all of the required recipients pursuant to Wis. Stats. § 66.0307(4)(a) within five days of adoption; and

**WHEREAS**, by this Resolution, the Windsor Town Board renews its commitment toward settlement of boundary issues with the Village of DeForest;

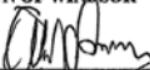
**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Windsor, that:

1. The Town Board, officers, staff and consultants are hereby authorized to participate in the preparation of a Cooperative Plan under the procedures and standards set forth in Wis. Stats. § 66.0307;
2. Notice of the adoption of this Resolution and that of the Village of DeForest shall be given by the Town Clerk-Treasurer, in writing, within five days of the adoption of this Resolution to:
  - (a) The State Department of Administration, the State Department of Natural Resources, the State Department of Agriculture, Trade and Consumer Protection and the State Department of Transportation;
  - (b) The Clerks of every municipality, School District, Technical College District, Sewerage District or Sanitary District which has any parts of its territory within five miles of the boundaries of either participating municipality;
  - (c) The Dane County Clerk; and

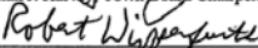
- (d) The Capital Area Regional Planning Commission and the Dane County Department of Planning and Development.

The above and foregoing Resolution was duly adopted at a regular meeting of the Town Board of the Town of Windsor on the 4th day of March, 2010.

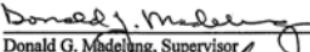
TOWN OF WINDSOR



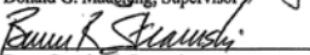
Alan J. Harvey, Town Board Chairperson



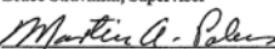
Robert E. Wipperfurth, Supervisor



Donald G. Madelung, Supervisor



Bruce Stravinski, Supervisor



Martin Palus, Supervisor

ATTEST:



Tina A. Butteris  
Finance Officer/Clerk-Treasurer

**Village of DeForest/Town of Windsor  
Cooperative Plan**

**Exhibit 16: Attests by Affidavit**

(6 pages)

**CERTIFICATE OF CLERK  
AFFIDAVIT OF MAILING**

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 65.03.07. I further certify that the Resolution was mailed to the following recipients:

State Department of Administration  
Michael Morgan, Secretary  
101 E. Wilson St  
Madison, WI 53703

Wisconsin Department of Natural Resources  
101 S. Webster Street  
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 Street  
Madison, WI 53704-2583

Robert Ohlsen, Dane County Clerk  
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  
Diane Hermann-Brown, Clerk  
300 E. Main St.  
Sun Prairie, WI 53590

DeForest Area School District  
Dr. Jon Bales, Superintendent  
520 E. Holm Street  
DeForest, WI 53532

Kathleen Falk  
Dane County Executive  
210 Martin Luther King Jr Blvd  
Madison WI 53703

Lake Windsor Sanitary District  
PO Box 411  
Windsor, WI 53598

Lodi School District  
Michael Shimshak, Superintendent  
115 School Street  
Lodi, WI 53555

Madison Area Technical College  
Bettsey Barhorst, President  
3550 Anderson Street  
Madison, WI 53704

Madison Metropolitan School District  
Daniel Nerad, Superintendent  
545 W Dayton St  
Room 100  
Madison, WI 53703

Madison Metropolitan Sewerage District  
1610 Moorland Road  
Madison, WI 53713

Morrisonville Sanitary District  
PO Box 200  
4676 CTH DM  
Morrisonville, WI 53571-0200

Oak Springs Sanitary District  
Peter Byfield, Secretary  
4534 S. Hill Ct.  
DeForest, WI 53532

Poynette School District  
Barbara Wolfe, District Administrator  
108 N. Cleveland Street  
Poynette, WI 53955

Sun Prairie Municipal Utility – Water/Light  
125 W. Main Street  
Sun Prairie, WI 53590

Sun Prairie Planning & Zoning  
Scott Kugler, Director of Planning  
300 E. Main Street, 2<sup>nd</sup> Floor  
Sun Prairie, WI 53590

Sun Prairie School District  
Dr. Tim Culver, Superintendent  
501 South Bird Street  
Sun Prairie, WI 53590

Dane County Regional Planning Commission  
30 West Mifflin St Ste 402  
Madison WI 53703

Town of Bristol  
Sandy Klister, Clerk  
7747 County Road N  
Sun Prairie, WI 53590

Town of Hampden  
Diane Guenther, Clerk  
W2806 Bristol Road  
Columbus, WI 53925

Town of Leeds  
Karen Kampen, Clerk  
N1485 Pribbenow Drive  
Arlington, WI 53911

Town of Vienna  
Robert Pulvermacher, Clerk  
7161 County Road I  
DeForest, WI 53532

Town of Westport  
Thomas Wilson, Clerk  
5387 Mary Lake Road  
Waunakee, WI 53597

Town of Lodi  
April Goeske, Clerk  
125 Lodi Street  
PO Box 310  
Lodi, WI 53555

Village of Waunakee  
Juice Helt, Clerk  
500 W. Main St  
Waunakee, WI 53597

Waunakee Area School District  
Randy Guttenberg, Superintendent  
905 Bethel Circle  
Waunakee, WI 53597

Windsor Sanitary District No. 1  
PO Box 473  
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

Dated this 1st day of March, 2010.

  
Lu Ann Leggett, Village Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN      )  
                                )  
DANE COUNTY              ) ss.  
                                )

Personally came before me this 1 day of March 2010, the above named LuAnn Leggett, Clerk to me known to be the person who executed the foregoing instrument and acknowledge the same.

Julie C McHugh  
Notary Public Dane County, Wisconsin  
My Commission Expires: 9/29/13





## TOWN OF WINDSOR



4084 Mueller Road, DeForest, WI 53532  
◆ Phone (608) 846-3854 ◆ Fax (608) 846-2328 ◆ www.windsorwi.gov

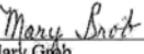
### AFFIDAVIT OF MAILING

Resolution 2010-003 was hereby mailed by Tina Butteris, Finance Officer/Clerk/Treasurer and Mary Grob, Administrative Assistant for the Town of Windsor office on Friday, March 5, 2010, to the recipients so stated on the memo and the labels as attached to the resolution.

Dated this the 5<sup>th</sup> day of March 2010.

  
\_\_\_\_\_  
Tina Butteris

Finance Officer/Clerk/Treasurer

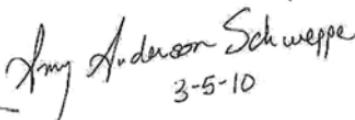
  
\_\_\_\_\_  
Mary Grob

Administrative Assistant

Attest:

  
\_\_\_\_\_  
Amy Anderson Schweppes

Operations Manager

  
\_\_\_\_\_  
Amy Anderson Schweppes

3-5-10

**State Department of Administration**  
Michael Morgan, Secretary ✓  
101 E. Wilson St.  
Madison, WI 53703

**Wisconsin Department of Natural Resources**  
101 S. Webster Street ✓  
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 Street ✓  
Madison, WI 53704-2583

**Robert Olsons, Dane County Clerk ✓**  
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**  
Diane Hermann-Brown, Clerk ✓  
300 E. Main St.  
Sun Prairie, WI 53590

**DeForest Area School District**  
Dr. Jon Bales, Superintendent ✓  
520 E. Holton Street  
DeForest, WI 53532

**Kathleen Falk**  
Dane County Executive ✓  
210 Martin Luther King Jr Blvd  
Madison WI 53703

**Lake Windsor Sanitary District**  
PO Box 411 ✓  
Windsor, WI 53598

**Lodi School District** ✓  
Michael Sisinskas, Superintendent  
115 School Street  
Lodi, WI 53555

**Madison Area Technical College**  
Bettye Berhorst, President ✓  
3550 Anderson Street  
Madison, WI 53704

**Madison Metropolitan School District** ✓  
Daniel Norset, Superintendent  
545 W Dayton St  
Room 100  
Madison, WI 53703

**Madison Metropolitan Sewerage District** ✓  
1610 Moorland Road  
Madison, WI 53713

**Morrisonville Sanitary District** ✓  
PO Box 200  
4676 CTH DM  
Morrisonville, WI 53571-0200

**Oak Springs Sanitary District** ✓  
Peter Byfield, Secretary  
4534 S. IHH Ct.  
DeForest, WI 53532

**Poynette School District** ✓  
Barbara Wolfe, District Administrator  
108 N. Cleveland Street  
Poynette, WI 53555

**Sun Prairie Municipal Utility - Water/Light** ✓  
125 W. Main Street  
Sun Prairie, WI 53590

**Sun Prairie Planning & Zoning** ✓  
Scott Kugler, Director of Planning  
300 E. Main Street, 2nd Floor  
Sun Prairie, WI 53590

**Sun Prairie School District** ✓  
Dr. Tim Culver, Superintendent  
501 South Bird Street  
Sun Prairie, WI 53590

**Dane County Regional Planning Commission** ✓  
30 West Mifflin St Ste 402  
Madison, WI 53703

**Town of Bristol** ✓  
Sandy Klister, Clerk  
7747 County Road N  
Sun Prairie, WI 53590

**Town of Hampden** ✓  
Diane Goenrich, Clerk  
W2806 Bristol Road  
. Columbus, WI 53925

**Town of Leeds** ✓  
Karen Kampen, Clerk  
N1485 Pribbenow Drive  
Arlington, WI 53911

**Town of Vicuna** ✓  
Robert Palvermeier, Clerk  
7161 County Road I  
DeForest, WI 53532

**Town of Westport** ✓  
Thomas Wilson, Clerk  
5387 Mary Lake Road  
Wauaukee, WI 53597

**Town of Lodi** ✓  
April Geeske, Clerk  
125 Lodi Street  
PO Box 310  
Lodi, WI 53555

**Village of Wauaukee** ✓  
John Hell, Clerk  
500 W. Main St  
Wauaukee, WI 53597

**Wauaukee Area School District** ✓  
Randy Guttenberg, Superintendent  
905 Beihel Circle  
Wauaukee, WI 53597

**Windsor Sanitary District No. 1** ✓  
PO Box 473  
Windsor, WI 53598

DeForest Utilities ✓  
366 DeForest St  
DeForest, WI 53532

Windsor Utility District 1, 3, 4, 5, 7 ✓  
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 Birke ✓  
Brenda Ayres, Clerk  
5365 Reiner Road  
Mallison, WI 53718

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

Village of DeForest ✓  
LiaAnn Leggett, Clerk  
366 DeForest St.  
PO Box 510  
DeForest, WI 53532

Columbia County Zoning Department ✓  
John Blaenekis  
400 DeVitt Street  
Perry, WI 53901

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

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

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

DeForest Village Board ✓  
366 DeForest St.  
PO Box 510  
DeForest, WI 53532-0510

**Notice of Newly Enacted Resolution**

Please take notice that the Village Board of DeForest, Wisconsin enacted Resolution No. 2010-057: A Resolution Approving a Cooperative Plan with the Town of Windsor Pursuant to Section 66.0307 Wis Stats. This Resolution creates a cooperative plan joint with the Town of Windsor.

The full text of Resolution 2010-057 may be obtained at the office of the Village Clerk, 306 DeForest Street, DeForest, Wisconsin or through the Village's website at <http://www.vi.deforest.wi.us>.

Clerk's Telephone No.: (608) 846-6751.

CERTIFICATE OF CLERK  
AFFIDAVIT OF MAILING

I, LuAnn Leggett, do hereby certify that I am the duly appointed Clerk for the Village of DeForest, Dane County, State of Wisconsin and that attached hereto is a true and correct copy of Resolution 2010-057: A Resolution Approving a Cooperative Plan with the Town of Windsor Pursuant to Section 66.0307, Wis Stats. I further certify that the Resolution was mailed to the following recipients attached as exhibit A.

Dated this 30<sup>th</sup> day of June, 2010.



LuAnn Leggett, Village Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN )

) ss.

DANE COUNTY )

Personally came before me this 30 day of June, 2010 the above named LuAnn Leggett, Clerk to me known to be the person who executed the foregoing instrument and acknowledge the same.



Julie C. McHugh

Notary Public Dane County, Wisconsin

My Commission Expires: 07/29/13



Dane County  
County Clerk Robert Ohlsen  
210 Martin Luther King Jr. Blvd., Room  
106A  
Madison, WI 53703

Sun Prairie Area School District  
District Administrator Tim Culver  
501 S. Bird Street  
Sun Prairie, WI 53590

Dane County Sheriff Department  
Sheriff David Mahoney  
115 W. Doty Street  
Madison, WI 53703

Morrisonville Sanitary District  
Secretary Catherine Repas  
P.O. Box 97  
Morrisonville, WI 53571

Columbia County  
County Clerk Susan Moll  
400 DeWitt Street  
Portage, WI 53901

City of Sun Prairie  
City Clerk Diane Herman-Brown  
300 E. Main Street  
Sun Prairie, WI 53590

Village of De Forest  
Village Clerk LuAnn Leggett  
P.O. Box 510  
De Forest, WI 53532

Wisconsin Land Council  
101 E. Wilson St., 9th Floor  
Madison, WI 53703

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

Dane County Planning & Development  
Planning Director Todd Violante  
210 Martin Luther King Jr. Blvd., Room  
116  
Madison, WI 53703

De Forest Community Center  
Director Linda Green  
505 N. Main Street  
De Forest, WI 53532

De Forest Area Fire & EMS Department  
Department Chief Dave Arnold  
305 E. Holum Street  
De Forest, WI 53532

Lake Windsor Sanitary District  
Secretary Victor Schneider  
6617 S. Oak Lane  
Windsor, WI 53598

Town of Leeds  
Town Clerk Karen Kampen  
W6175 Kampen Road  
Arlington, WI 53911

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

Town of Vienna  
Town Clerk Robert Pulvermacher  
7161 County Highway I  
De Forest, WI 53532

Capital Area Regional Planning  
Commission  
Director Kamran Mesbah  
210 Martin Luther King Jr. Blvd., Room  
362  
Madison, WI 53703

De Forest Area School District  
Superintendent Jon Bales  
520 E. Holum Street  
De Forest, WI 53532

Madison Area Technical College  
President Bettsey Barhorst  
3550 Anderson Street  
Madison, WI 53704

Windsor Sanitary District #1  
Chairman Kenneth Womack  
P.O. Box 473  
Windsor, WI 53598

Oak Springs Sanitary District  
Secretary Peter Byfield  
4534 S. Hill Court  
De Forest, WI 53532

Town of Bristol  
Town Clerk Sandy Klister  
7747 County Road N  
Sun Prairie, WI 53590

Town of Westport  
Town Clerk Thomas Wilson  
5387 Mary Lake Road  
Waunakee, WI 53597

Wisconsin Department of  
Administration  
Division of Intergovernmental Relations  
Brian Vigue  
101 E. Wilson St., 10th Floor  
Madison, WI 53703

De Forest Public Library  
Library Director Jan Berg  
203 Library Street  
De Forest, WI 53703

Exhibit A

STATE OF WISCONSIN }  
Dane County } ss.

Public Hearing on Pending  
Cooperative plan  
Between the Village of DeForest  
and the Town of Windsor

Notice is hereby given that the Village of DeForest and the Town of Windsor will hold a joint public hearing on May 12, 2010 at 6:00 p.m. at the DeForest Area Community & Senior Center located at 508 Main Street. The public hearing will be held to gather public input on a proposed cooperative plan between the Village of DeForest and the Town of Windsor.

Over the past several months, the DeForest and Windsor have participated in a series of meetings and discussions to develop a cooperative plan between the two communities. In general, the cooperative plan is intended to:

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

- \*Clearly lay out future 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.

Additional information on the proposed cooperative plan can be found online at <http://www.villageofdeforest.wi.us> and <http://www.windsorwi.gov>. Any person may comment on the proposed plan during the public 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 Village or Town clerks at the addresses listed below.

Tina Buttler, Clerk  
Town of Windsor  
4084 Mueller Road  
DeForest, WI 53532  
  
Luanne Loggett, Clerk  
Village of DeForest  
306 DeForest St.  
DeForest, WI 53532  
  
PUB: The DeForest-Times-Tribune:  
April 22, 29 & May 6, 2010  
WNAXLP

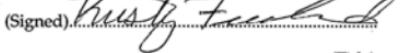
Kristy Freeland, being duly sworn, doth depose and say that he (she) is an authorized representative of the DeForest Times-Tribune, a newspaper published at DeForest, Dane County, Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, was published therein on

April 22, 2010

April 29, 2010

May 6, 2010

(Signed)



(Title)

Subscribed and sworn to before me this

day of May, 2010

My commission expires..... 5-5-2013

JOAN E SQUIRES  
Notary Public  
State of Wisconsin

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Madison Area Technical College  
Attn: Bettsey Barhorst  
3550 Anderson Street  
Madison, WI 53704

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

Agent  Addressee

## B. Received by (Printed Name)

Date of Delivery

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

## 2. Article Number

(Transfer from service label)

7008 1300 0001 6619 5b90

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service™

**CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)**OFFICIAL USE**

Postage	\$ 1.22
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.32

Postmark Here

Wuhn

PS Form 3800, August 2006

See Reverse for Instructions

U.S. Postal Service™

**CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)**OFFICIAL USE**

Postage	\$ 1.22
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.32

Postmark Here

Wuhn

PS Form 3800, August 2006

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

DeForest Area Community & Senior Center  
Linda Green, Director  
505 N. Main Street  
DeForest, WI 53532

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

Agent  Addressee

## B. Received by (Printed Name)

Date of Delivery

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

## 2. Article Number

(Transfer from service label)

7008 1300 0001 6619 5b83

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

DeForest Area Fire & EMS Department  
Attn: Dave Arnold  
305 E Holum Street  
DeForest, WI 53532

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

 Agent  
 Addressee

## B/ Received by (Printed Name)

 C. Date of Delivery  

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:

 No

## 3. Service Type

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                              |
| <input type="checkbox"/> Registered                | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                                    |

4. Restricted Delivery? (Extra Fee)  Yes

## 2. Article Number

7008 1300 0001 6619 5706

(Transfer from service label)

Domestic Return Receipt

102595-00-M-1540

## U.S. Postal Service™

**CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)**OFFICIAL USE**

Postage \$ 1.22

Certified Fee 2.80

Return Receipt Fee (Endorsement Required) 2.30

Restricted Delivery Fee (Endorsement Required) 2.30

Total Postage &amp; Fees

\$ 6.32

Postmark  
Here

1WAnn

Send To

DeForest Area Fire & EMS Department  
Attn: Dave Arnold  
305 E Holum Street  
DeForest, WI 53532

See Reverse for Instructions

PS Form 3805, August 2008

## U.S. Postal Service™

**CERTIFIED MAIL™ RECEIPT**

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Postage \$ 1.22

Certified Fee 2.80

Return Receipt Fee (Endorsement Required) 2.30

Restricted Delivery Fee (Endorsement Required) 2.30

Total Postage &amp; Fees

\$ 6.32

Postmark  
Here

1WAnn

Sent To

Jon Bales, Superintendent  
Street, Apt. No.:  
or PO Box No.: 520 E. Holum Street  
City, State, Zip/4: DeForest, WI 53532

See Reverse for Instructions

PS Form 3805, August 2008

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Jon Bales, Superintendent  
DeForest Area School District  
520 E. Holum Street  
DeForest, WI 53532

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

 Agent  
 Addressee

## B/ Received by (Printed Name)

 C. Date of Delivery  

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:

 No

## 3. Service Type

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                              |
| <input type="checkbox"/> Registered                | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                                    |

4. Restricted Delivery? (Extra Fee)  Yes

## 2. Article Number

7008 1300 0001 6620 3074

(Transfer from service label)

Domestic Return Receipt

102595-00-M-1540