VILLAGE OF WINDSOR
BOARD RESOLUTION 2016-97

APPROVAL OF FURTHER PROCEEDINGS AND PUBLIC HEARING ON PROPOSED WIS. STATS. §66.0301 INTERGOVERNMENTAL AGREEMENT WITH TOWN OF BRISTOL, DANE COUNTY, WISCONSIN

WHEREAS, representatives of the Village of Windsor met with representatives of the Town of Bristol and worked together to draft a proposed intergovernmental agreement for presentation to the Town Board of Bristol and the Village Board of Windsor; and

WHEREAS, the Village Board of Windsor completed its preliminary review of the draft terms on July 7, 2016, and wishes to proceed with completion of the maps and presentation of the proposed intergovernmental agreement to their residents at public hearings to be held in accordance with Wis. Stat. §66.0301.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Windsor as follows:

1. The Village Board authorizes the Village President, Village Attorney, Village Finance Director and Village Director of Planning and Development to continue to work with the Town of Bristol to prepare for further proceedings and a public hearing on the proposed intergovernmental agreement attached hereto as **Exhibit A**, which proposal is incorporated by reference.

2. Preparation shall expressly include the preparation of maps, which maps shall be used as exhibits to the proposed intergovernmental agreement.

3. Both the Village of Windsor and the Town of Bristol shall hold public hearings to allow residents and others to provide input to both Boards. The public hearings shall be held in accordance with Wis. Stat. §66.0301 and shall be scheduled at the earliest convenience of both communities.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on the 7th day of July, 2016, by a vote of 4 in favor and 0 opposed.

VILLAGE OF WINDSOR

Robert E. Wipperfurth, President

Donald G. Madelung, Trustee

Bruce Stravinski, Trustee

Excused Absence
Alan Buchner, Trustee

Monica M. Smith, Trustee

Attested by:

Tina Butters, Deputy Village Clerk

Incorporated by Reference:
Exhibit A. Proposed Intergovernmental Agreement

BOUNDARY AGREEMENT
VILLAGE OF WINDSOR
TOWN OF BRISTOL

THIS AGREEMENT ("**Agreement**" or "**Bristol-Windsor Agreement**") is made and entered into between the VILLAGE OF WINDSOR, a Wisconsin municipal corporation located in Dane County, Wisconsin, with the powers and privileges of a municipal corporation at common law and conferred by ch. 61 of the Wisconsin Statutes ("**WINDSOR**"), and the TOWN OF BRISTOL, a body corporate and politic located in Dane County, Wisconsin, with those powers granted by law and conferred by ch. 60 of the Wisconsin Statutes ("**BRISTOL**"). WINDSOR and BRISTOL are collectively referred to herein as the "**Parties**," and either may be individually referred to as "**Party**."

RECITALS

WHEREAS, WINDSOR and BRISTOL have determined that it is in their mutual interest to commit to certain provisions affecting future growth and development in a cooperative manner which minimizes the potential for disputes in the future and which protects and implements the respective land use plans of the two communities; and

WHEREAS, WINDSOR has reviewed BRISTOL's intergovernmental agreement with the City of Sun Prairie (dated April 15, 2005) ("**Bristol-Sun Prairie Agreement**"), and consistent with prior commitments between WINDSOR and BRISTOL, supports BRISTOL's plan for a Rural Development Area ("**Rural Development Area**") which is included on the Town of Bristol Intergovernmental Agreement Map (dated 2/18/05) that is referenced in the Bristol-Sun Prairie Agreement ("**Bristol Map**"), a copy of which is attached hereto as **Exhibit A** and incorporated by reference; and

WHEREAS, as provided in Wisconsin Statutes §236.45 and referenced in §38-88 of WINDSOR's ordinances, State law provides WINDSOR with extraterritorial land division (plat and certified survey map) review and approval jurisdiction ("**ETJ**"); and

WHEREAS, the WINDSOR Village Board has elected to waive certain of its ETJ rights, all as set forth in Board Resolution 2016-08, which waiver was adopted pursuant to Wis. Stat. §236.45 on January 14, 2016; and

WHEREAS, WINDSOR and BRISTOL are authorized under §66.0301 of the Wisconsin Statutes to enter into agreements for the exercise of governmental functions on a cooperative basis; and

WHEREAS, WINDSOR and BRISTOL are authorized under §66.0301(6) of the Wisconsin Statutes to make agreements regarding the maintenance of certain boundaries as well as provisions for boundary changes; and

WHEREAS, the parties have negotiated this Agreement to accomplish the recitals above in accordance with the terms provided for below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, WINDSOR and BRISTOL agree as follows:

ARTICLE I
BOUNDARY ADJUSTMENTS AND ANNEXATIONS

1.01. Purpose and Intent. The Parties acknowledge that WINDSOR has the authority to annex lands in BRISTOL, as provided by law, and that the Parties may agree to boundary adjustments as provided in Wis. Stats. §66.0301(6). The Parties intend by this Article I to set forth their agreement with respect to annexations and boundary adjustments.

1.02 Annexations or Attachments from the Town of BRISTOL. WINDSOR shall not, during the term of this Agreement, annex or otherwise attach to WINDSOR any lands within BRISTOL without the written consent of the Town of BRISTOL Town Board.

ARTICLE II
EXTRATERRITORIAL AREA AND STORMWATER RUNOFF

2.01. Intent. The Parties acknowledge that WINDSOR has extraterritorial land division (plat and certified survey map) review and approval jurisdiction within BRISTOL ("**ETJ**"), as well as possible extraterritorial zoning authority within BRISTOL ("**ETZ**"), all as set forth in Wis. Stat. chs. 61, 62 and 66. The Parties further acknowledge that the City of Sun Prairie has extraterritorial land division (plat and certified survey map) review and approval jurisdiction within BRISTOL that may overlap with certain of WINDSOR's extraterritorial rights. One purpose of this Boundary Agreement is to clarify and separate such extraterritorial jurisdiction to the full extent possible so that only one municipality has extraterritorial jurisdiction over any part of BRISTOL, and to identify those extraterritorial jurisdiction areas of BRISTOL that are outside of any extraterritorial jurisdiction of either WINDSOR or the City of Sun Prairie.

2.02 Establishment of WINDSOR's Extraterritorial Area. As provided in Wisconsin Statutes §236.10(5), WINDSOR hereby waives its right to ETJ (that is, the right of extraterritorial plat and certified survey review and approval) in that part of WINDSOR's ETJ depicted as the Rural Development Area on the Bristol Map attached hereto as **Exhibit A**, which Rural Development Area is legally described as set forth in the attached **Exhibit B**, both of which are incorporated by reference. As to BRISTOL, WINDSOR retains all other ETJ rights granted by law.[1] That is, with the exception of the Rural Development Area, and as to BRISTOL, "**Windsor ETJ Area**" extends into BRISTOL 1 ½ miles from the WINDSOR corporate boundary. As depicted on the

[1] WINDSOR also intends to waive Windsor's ETJ area as to the City of Sun Prairie with respect to the area directly

attached **Exhibit C**, which Windsor ETJ Area is legally described as set forth in the attached **Exhibit D**, both of which are incorporated by reference. For general orientation purposes, the Windsor ETJ Area begins at a point north of the Rural Development Area located at the intersection of the northern edge of the Rural Development Area and the WINDSOR corporate boundary line; and, covers the full area that extends 1 ½ miles east from the point of beginning to 1 ½ miles east from the point of ending, which is the northeast corner of WINDSOR's corporate boundary.

In addition to WINDSOR's waiver of its ETJ in the Rural Development Area, WINDSOR shall not, during the term of this Agreement, exercise or impose its extraterritorial zoning authority ("**ETZ**") over the Rural Development Area without the written consent of the BRISTOL Town Board. WINDSOR retains all other ETZ rights granted by law.

In those areas where WINDSOR has waived its extraterritorial rights (that is, within the Rural Development Area), BRISTOL may exercise its full rights subject to any restrictions or obligations BRISTOL has, including those that may be set forth in the Bristol-Sun Prairie Agreement.

2.03 BRISTOL Comprehensive Plan. The Parties acknowledge that this Agreement was reached in reliance on the Town of Bristol's Comprehensive Plan adopted September 19, 2005 and in effect on January 1, 2016 ("**Bristol Comprehensive Plan**"). BRISTOL shall regulate all developments in accordance with the Bristol Comprehensive Plan and shall not change the Bristol Comprehensive Plan as it applies to the Windsor ETJ Area[2] without first obtaining approval from the WINDSOR Village Board. More specifically, with the exception of lands in the Rural Development Area and Sun Prairie's Urban Development Area, and for the term of this Agreement, BRISTOL plans to maintain those lands in the Windsor ETJ Area in agricultural uses that are consistent with the agricultural uses permitted in WINDSOR's Agricultural Enterprise Area ("**AEA**"). During the term of this Agreement, VIENNA shall neither approve any land divisions nor recommend any zoning changes in the Windsor ETJ Area that are inconsistent with exclusive agricultural use based on a ratio of one residential development unit (or "split") per 35 acres. At a point in the future, the Parties may wish to explore mechanisms that would provide for regulation of this portion of BRISTOL in the same manner as WINDSOR's AEA.

2.04 Stormwater Runoff Requirements. BRISTOL and WINDSOR agree that all stormwater runoff created by developments located within the Rural Development Area shall be subject to adequate stormwater runoff controls, both as to quality and quantity. Stormwater controls include, but are not necessarily limited to, drainageways and swales, curb & gutter, storm sewer, detention ponds and retention ponds. Developers shall obtain and comply with the stormwater and erosion control permit requirements required by the Dane County Land & Water Resources Department (LWRD) or its successor. WINDSOR may review and comment on the permit application and proposed stormwater runoff controls prior to LWRD's issuance of the permit. Prior to allowing a Developer to commence construction, BRISTOL shall confirm that the required permits have been issued and plans are in place to meet permit requirements.

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[2] For definition of Windsor ETJ Area, refer to Section 2.02.

BRISTOL and WINDSOR further agree that all developments located within the Rural Development Area shall comply with the conditions and terms of the MS4 General WPDES Permit No. WI-S050075-1, issued by the Wisconsin Department of Natural Resources.

2.05 Agreement on Future Road Connectivity. BRISTOL and WINDSOR shall use good faith efforts to assure that, when lands adjacent to the WINDSOR-BRISTOL boundary line are developed, the streets shall be designed, improved and extended to inter-connect. With the exception of construction traffic for the Happy Valley Addition to Windsor Gardens, construction traffic for development shall be directed to use streets within the community in which the development will occur.

ARTICLE III
TERM AND TERMINATION

3.01. Effective Date. Except as provided herein, this Agreement shall become effective thirty-one (31) days after publication by both WINDSOR and BRISTOL of this Agreement as a class 1 notice as required by Wis. Stat. §66.0301(6)(c)1. Neither Party shall publish this Agreement unless and until both parties have done all of the following in compliance with Wis. Stat. §66.0301(6)(c):

(a) Published a Class 1 notice of a public hearing on this Agreement under Wis. Stat. ch. 985, with such notice published at least twenty (20) days prior to the public hearing.

(b) Held a public hearing on this Agreement in accordance with the published notice;

(c) Approved this Agreement by resolution adopted by its governing body following the public hearing, all as provided in Wis. Stat. §66.0301(6)(c)1.

Notwithstanding the foregoing, if, within 30 days of the publication of this Agreement, a petition for referendum is filed in accordance with Wis. Stat. §66.0301(6)(c)2., this Agreement shall not be effective until the results of the election in favor of this Agreement are certified. If a referendum is filed, the Village and the Town shall actively support approval of this Agreement. In the event of a referendum whose results do not approve this Agreement, this Agreement shall be void.

3.02. Term of Agreement. This Agreement shall continue in full force and effect for a period of ten (10) years calculated as commencing on January 1, 2016, unless earlier terminated or extended as provided in this Agreement or as a result of a breach hereof or by the terms of any final judgment ("**Expiration Date**").

The Parties recommend that, at least one hundred eighty days (180) prior to the Expiration Date, the governing bodies of the Parties, or their designated representatives, meet to discuss whether or not to extend the term of this Agreement, or any part hereof, with or without amendments.

Unless the Parties extend the Agreement in writing and as required by law, the Agreement shall terminate on the Expiration Date.

The Parties further agree that in the event of any change in the laws governing the subject matter of this Agreement during the term hereof which materially affect the rights or obligations of either party hereunder, or any amendment to the Bristol-Sun Prairie Agreement, the Parties shall meet and discuss the possibility of amending this Agreement to address such changes.

ARTICLE IV
ENFORCEMENT

4.01. General. The parties agree that the provisions of this Agreement, and any remedy for a breach hereof, may be enforced through any appropriate legal action.

4.02. Notice Prior to Litigation. The Parties agree to use all good faith efforts to reach a collaborative resolution of any disputes that arise during the term of this Agreement. To that end, no less than thirty (30) days' written notice shall be provided to the other Party prior to commencing litigation as a means to resolve a dispute arising from this Agreement.

ARTICLE V
MISCELLANEOUS PROVISIONS

5.01. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective municipalities who are parties hereto and to any successor municipality which acquires jurisdiction of the lands governed hereby through incorporation, consolidation, charter amendment or otherwise.

5.02. Entire Agreement. This Agreement represents the entire agreement between the Parties hereto with respect to the subject matter hereof and may be amended only by a written agreement executed by both Parties.

5.03. Severability. Except as provided in Section 5.03(a), the various provisions in this Agreement are intended to be severable. In the event that any single term in this Agreement is determined to be invalid or unenforceable, such determination shall not affect any of the remaining provisions which shall continue in full force and effect.

(a) Material Provisions. A determination that a material provision in the various sections of this Agreement is invalid shall require that the parties meet and negotiate, in good faith, to determine how to fairly and equitably address the impact on the party whose interests are adversely affected by such determination. If the parties conclude that there is not a fair and equitable way to address the adverse impact, the parties will terminate this Agreement. For the purpose of this subsection, the "material provisions" in this Agreement shall be those set forth in Sections 1.02, 2.01, 2.02, 2.03 and 2.04.

(b) Meaning of Invalidated. For purposes of this section, a provision shall be considered invalidated if it is held invalid or unenforceable by a court of competent jurisdiction. Whenever a party has an option to void, cancel or terminate all or part of this Agreement under this section, such option may be exercised only by written notice to the other party within thirty (30) days of notice of the event or determination giving rise to the option.

5.04. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin; and, in the event of a dispute, venue shall be in the Circuit Court of Dane County, Wisconsin.

5.05. Conflicting Ordinances. In the event of any conflict between the terms of this Agreement and any ordinance, regulation, resolution or order enacted, adopted or issued by either party, the provisions of this Agreement shall control. The party whose ordinance, regulation, resolution or order is in conflict with the terms hereof shall, upon notice thereof, promptly take action to amend such ordinance, regulation, resolution or order as necessary to bring it into conformity with this Agreement and to seek any other governmental approvals necessary to effectuate the amendment.

5.06. Section Captions/Area Designations. The captions or headings of the various sections of this Agreement are intended for ease of reference only and shall not be deemed to define, limit or describe the scope or intent of this Agreement and are not part of this Agreement.

5.07 Neutral Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.

5.08. Assignment. No party may assign any of its rights under this Agreement to any other person or entity, except that such rights shall be automatically assigned to a successor entity as described in section 5.01.

5.09. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto. Nothing in this Agreement shall be construed to provide any right or remedy to any person, firm, corporation or entity not a party to this Agreement.

5.10 Notices. All notices required by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the section(s), subsection(s), paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the municipality receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Clerk by certified mail, return receipt requested (or equivalent private delivery service).

Approved by the Village of Windsor by Village Board Resolution 2016-____on _____, 2016.

VILLAGE OF WINDSOR

By: _____
Robert E. Wipperfurth,
Village President

Attest:

_____
Christine Capstran, Village Clerk

Approved by the Town of BRISTOL by Town Board Resolution _____ on _____, 2016.

TOWN OF BRISTOL

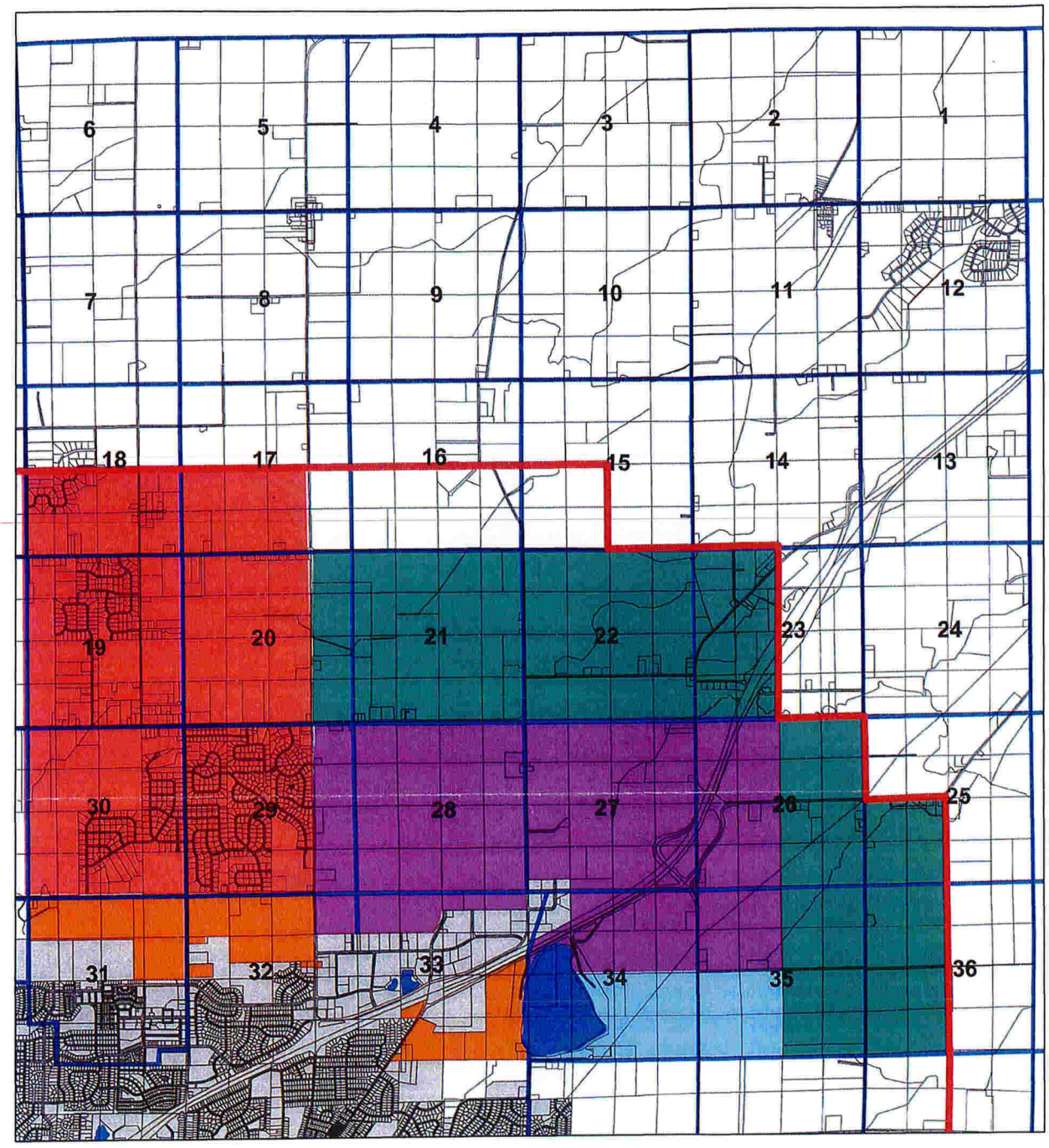
By: _____
Jerry Derr, Town Chairperson

Attest:

_____
Sandy Klister, Town Clerk

Exhibits Attached and Incorporated by Reference:

Exhibit A: Bristol Map showing Rural Development Area
Exhibit B: Legal Description of Rural Development Area
Exhibit C: Map of Windsor ETJ Area (North of Rural Development Area)
Exhibit D: Legal Description of Windsor ETJ Area



TOWN OF BRISTOL INTERGOVERNMENTAL AGREEMENT MAP

LEGEND

- Urban Development Area
- Rural Development Area
- Business Park Joint Planning Area
- Community Separation Area
- Urban Reserve Area
- Extraterritorial Jurisdiction
- Section Lines
- City of Sun Prairie

WAIVER AREA

12/14/04
2/8/05 rev.
2/18/05 rev.

N
W E
S

1 inch equals 3,150 feet

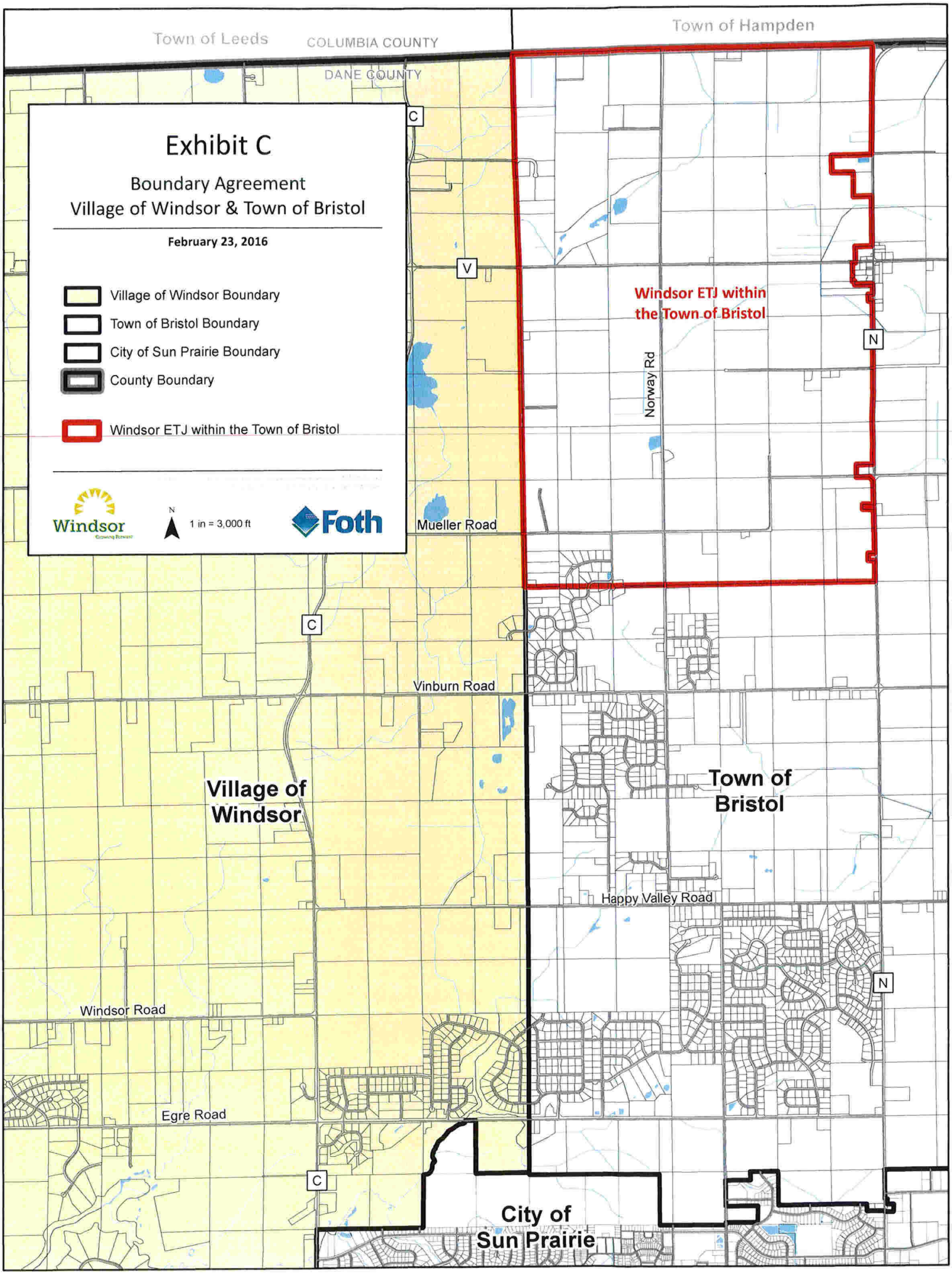
EXHIBIT A TO VILLAGE OF WINDSOR RESOLUTION 2016-08

TOWN OF BRISTOL INTERGOVERNMENTAL AGREEMENT MAP
Rural Development Area Boundary Description
Exhibit "B"

A parcel located in Sections 17, 18, 19, 20, 29, and 30, Town 9 North, Range 11 East, Town of Bristol, Dane County, Wisconsin, bound by the following described line:

Commence at the West Quarter corner of Section 18, Town 9 North, Range 11 East, being the Point of Beginning;
Thence N 89° 30' E along the north line of the Southwest Quarter of Section 18, 2174 feet more or less,
Thence N 89° 30' E along the north line of the Southeast Quarter of Section 18, 2642 feet more or less,
Thence N 89° 09' E along the north line of the Southwest Quarter of Section 17, 2639 feet more or less,
Thence N 89° 41' E along the north line of the Northwest Quarter of the Southeast Quarter of Section 17, 1321 feet more or less,
Thence S 1° 13' E along the east line of the west one-half of the Southeast Quarter of Section 17, 2638 feet more or less,
Thence S 0° 37' E along the east line of the west one-half of the Northeast Quarter of Section 20, 2654 feet more or less,
Thence S 0° 19' E along the east line of the west one-half of the Southeast Quarter of Section 20, 2654 feet more or less,
Thence S 1° 21' E along the east line of the west one-half of the Northeast Quarter of Section 29, 2642 feet more or less,
Thence S 0° 16' E along the east line of the west one-half of the Southeast Quarter of Section 29, 2652 feet more or less,
Thence S 89° 31' W along the south line of the Southwest Quarter of the Southeast Quarter of Section 29, 1335 feet more or less,
Thence S 89° 32' W along the south line of the Southwest Quarter of Section 29, 2646 feet more or less,
Thence S 89° 41' W along the south line of the Southeast Quarter of Section 30, 2647 feet more or less,
Thence S 89° 40' W along the south line of the Southwest Quarter of Section 30, 2237 feet more or less,
Thence N 0° 12' W along the west line of the Southwest Quarter of Section 30, 2641 feet more or less,
Thence N 0° 13' W along the west line of the Northwest Quarter of Section 30, 2647 feet more or less,
Thence N 0° 29' W along the west line of the Southwest Quarter of Section 19, 2658 feet more or less,
Thence N 0° 30' W along the west line of the Northwest Quarter of Section 19, 2628 feet more or less,
Thence N 0° 24' W along the west line of the Southwest Quarter of Section 18, 2637 feet more or less, to the Point of Beginning.

Said parcel contains 2680 acres of land, more or less.


Town of Leeds
COLUMBIA COUNTY
DANE COUNTY
Town of Hampden
Exhibit C
Boundary Agreement
Village of Windsor & Town of Bristol
February 23, 2016
Village of Windsor Boundary
Town of Bristol Boundary
City of Sun Prairie Boundary
County Boundary
Windsor ETJ within the Town of Bristol
Windsor
N
1 in = 3,000 ft
Foth
Windsor ETJ within the Town of Bristol
Norway Rd
Mueller Road
Vinburn Road
Village of Windsor
Town of Bristol
Happy Valley Road
Windsor Road
Egre Road
City of Sun Prairie
C
V
N

TOWN OF BRISTOL INTERGOVERNMENTAL AGREEMENT
Village of Windsor Extraterritorial Jurisdiction Boundary Description
Exhibit "D"

A parcel located in Sections 5, 6, 7, 8, 17, and 18, Town 9 North, Range 11 East, Town of Bristol, Dane County, Wisconsin, bound by the following described line:

Commence at the Northwest corner of Section 6, Town 9 North, Range 11 East, being the Point of Beginning;
Thence N88°22'E, along the north line of the Northwest Quarter of Section 6, 2384 feet more or less;
Thence N89°03'E, along the north line of the Northeast Quarter of Section 6, 2634 feet more or less;
Thence N89°12'E, along the north line of the Northwest Quarter of Section 5, 2652 feet more or less;
Thence N89°15'E, along the north line of the Northeast Quarter of Section 5, 1289 feet more or less, to the westerly right-of-way line of County Trunk Highway "N";
Thence S37°12'E, along the westerly right-of-way line of County Trunk Highway "N", 41 feet more or less;
Thence S00°41'W, along the westerly right-of-way line of County Trunk Highway "N", 1370 feet more or less;
Thence S00°28'"W, along the westerly right-of-way line of County Trunk Highway "N" 1326 feet more or less;
Thence S89°26'"W, along the north line of the Northwest Quarter of the Southeast Quarter of Section 5, 1007 feet more or less, to a point 304 feet easterly of the northwest corner of the Northwest Quarter of the Southeast Quarter of Section 5;
Thence S00°31'E, 424.4 feet more or less;
Thence N89°33'E, 538 feet more or less;
Thence S00°23'E, 600 feet more or less;
Thence N89°33'E, 467 feet more or less, to the westerly right-of-way line of County Trunk Highway "N";
Thence S00°31'E, along the westerly right-of-way line of County Trunk Highway "N", 1237 feet more or less;
Thence S89°14'W, 436 feet more or less, to a point that is 462 feet west of the east line of the Southwest Quarter of the Southeast Quarter of Section 5;
Thence S01°13'E, 377.4 feet more or less, to the south line of the Southwest Quarter of the Southeast Quarter of Section 5;
Thence continue S01°13'E, 27.6 feet more or less, to the southerly right-of-way line of County Trunk Highway "V";
Thence S89°12'W, 77 feet more or less, to the easterly right-of-way line of Michael Court;
Thence S00°30'E, along the easterly right-of-way line of Michael Court and extension, 452 feet more or less;
Thence N89°24'E, 59 feet more or less, to a point that is 484 feet west of the east line of the Northwest Quarter of the Northeast Quarter of Section 8;
Thence S01°09'E, 90.75 feet more or less;
Thence N89°32'E, 455 feet more or less, to the westerly right-of-way line of County Trunk Highway "N";
Thence S00°18'E, along the westerly right-of-way line of County Trunk Highway "N", 252 feet more or less;
Thence S89°26'W, 112 feet more or less, to a point that is 132 feet west of the east line of the Northwest Quarter of the Northeast Quarter of Section 8;
Thence S01°10'17"E, 165 feet more or less;
Thence N88°54'E, 101 feet more or less, to the westerly right-of-way line of County Trunk Highway "N";
Thence S00°34'E, along the westerly right-of-way line of County Trunk Highway "N", 1625 feet more or less;

Thence S00°18'E, along the westerly right-of-way line of County Trunk Highway "N", 66 feet more or less;
Thence S00°03'E, along the westerly right-of-way line of County Trunk Highway "N", 445 feet more or less;
Thence S00°52'W, along the westerly right-of-way line of County Trunk Highway "N', 148 feet more or less;
Thence S02°02'W, along the westerly right-of-way line of County Trunk Highway "N", 540 feet more or less;
Thence S01°06'E, along the westerly right-of-way line of County Trunk Highway "N", 160 feet more or less;
Thence S01°48'E, along the westerly right-of-way line of County Trunk Highway "N", 561 feet more or less;
Thence S00°12'W, along the westerly right-of-way line of County Trunk Highway "N", 495 feet more or less;
Thence S88°55'W, along the north line of Lots 1 and 2, Certified Survey Map Number 895, 424 feet more or less,;
Thence S00°04'E, along the west line of Lot 2, Certified Survey Map Number 895, 240 feet more or less;
Thence S00°48'E, 66 feet more or less, to the southerly right-of-way line of Mueller Road;
Thence N89°12'E, along the southerly right-of-way line of Mueller Road, 334 feet more or less ;
Thence S46°30'E, along the westerly right-of-way line of County Trunk Highway "N", 125 feet more or less;
Thence S01°20'E, along the westerly right-of-way line of County Trunk Highway "N', 599 feet more or less;
Thence N89°50'W, 272 feet more or less;
Thence S00°24'E, 120 feet more or less;
Thence S89°50'E, 272 feet more or less;
Thence S01°28'E, along the westerly right-of-way line of County Trunk Highway "N", 1093 feet more or less;
Thence N89°51'W, 166 feet more or less;
Thence S00°43'E, 175 feet more or less;
Thence S88°11'E, 167 feet more or less;
Thence S00°20'E, along the westerly right-of-way line of County Trunk Highway "N", 514 feet more or less;
Thence S89°41'23"W, along the south line of the Southwest Quarter of the Northeast Quarter of Section 17, 1287 feet more or less;
Thence S89°09'W, along the south line of the Northwest Quarter of Section 17, 2639 feet more or less, ;
Thence S89°30'W, along the south line of the Northeast Quarter of Section 18, 2642 feet more or less;
Thence S89°30'W, along the south line of the Northwest Quarter of Section 18, 2174 feet more or less;
Thence N01°11'W, along the west line of the Northwest Quarter of Section 18, 2656 feet more or less;
Thence N00°53'W, along the west line of the Southwest Quarter of Section 7, 2634 feet more or less;
Thence N01°05'W, along the west line of the Northwest Quarter of Section 7, 2643 feet more or less;
Thence N02°09'W, along the west line of the Southwest Quarter of Section 6, 2646 feet more or less;
Thence N01°19'W, along the west line of the Northwest Quarter of Section 6, 2639 feet more or less, to the Point of Beginning.

Kasieta Legal Group, LLC
A Limited Liability Company

Direct Line: 608.662.2300
Direct Email: mh@kasieta.com

June 28, 2016

Attorney Constance Anderson
P.O. Box 3004
Madison, WI 53704-0004

Re: Draft Boundary Agreement With Windsor

Dear Connie:

Here are the Town's comments on the latest version of the Intergovernmental Agreement:

Page 3, section 2.02: Insert a new third paragraph:

As to the area in which Windsor is asserting extraterritorial authority, Windsor acknowledges that under the existing Bristol comprehensive plan, property owners are allowed to create one new residential lot for every 35 acres of land, under conditions described in the Plan.

Page 3: In section 2.03, there is still an inadvertent reference to "VIENNA."

Page 3: Section 2.04 Stormwater runoff requirements. We propose to reword the paragraph to read, in total, as follows:

Both Parties agree to comply with the conditions and terms of the MS4 General WPDES Permit No. WI-S050075-1, issued by the Wisconsin Department of Natural Resources.

Your latest draft removed much of the former language. However, it retained the core problem – language which says that stormwater plans must be "...satisfactory to the Windsor Village Engineer...." We have seen stormwater standards used to block or delay development. The essence of the agreement reached in January was that Windsor was not seeking to exercise unilateral control over Bristol. This section, and any unilateral control by Windsor, is unacceptable. Bristol will not enter into an agreement which allows Windsor any unilateral control over Bristol's development zone. It should not be difficult for Windsor to understand why this is unacceptable, given Windsor's history.

Page 5: Section 3.02: Term of the Agreement: We suggest two changes to the second paragraph to assure that the Agreement will not expire because one party refuses to meet:

At least one ~~One~~ hundred eighty days (180) prior to the Expiration Date, the governing bodies of the parties, or their designated representatives, shall meet to discuss extending the term of this

Agreement, or any part hereof, with or without amendments, for five (5) additional years from the Expiration Date. The meetings shall occur at the BRISTOL Town Hall or the WINDSOR Municipal Building unless the parties otherwise agree in writing. The failure of the Parties to meet as set forth in this paragraph shall ~~not~~ result in an extension of the Agreement for an additional year unless both parties have adopted resolutions expressing a desire not to extend or renew this Agreement.

Please let me know if these changes are agreed to by the Windsor Village Board.

Sincerely,
KASIETA LEGAL GROUP, LLC

Mark B Hazelbaker

cc: Jerry Derr, Bristol Chairperson
Sandy Klister, Town Clerk