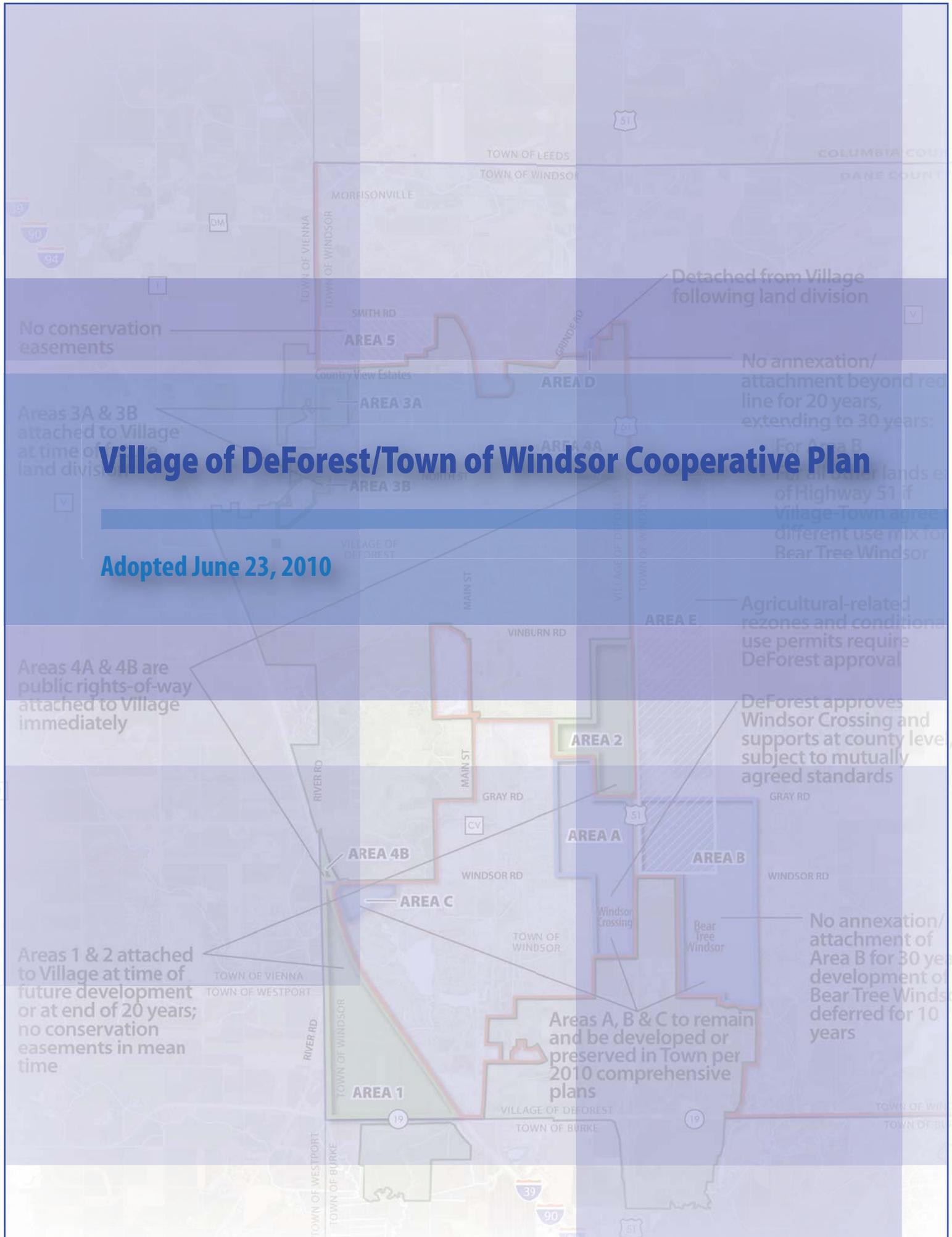


Village of DeForest/Town of Windsor Cooperative Plan

Adopted June 23, 2010



No conservation easements

Areas 3A & 3B attached to Village at time of land division

Detached from Village following land division

No annexation/attachment beyond red line for 20 years, extending to 30 years:

For Area B, for all other lands east of Highway 51 if Village-Town agree different use mix for Bear Tree Windsor

Agricultural-related rezones and conditional use permits require DeForest approval

Areas 4A & 4B are public rights-of-way attached to Village immediately

DeForest approves Windsor Crossing and supports at county level, subject to mutually agreed standards

Areas 1 & 2 attached to Village at time of future development or at end of 20 years; no conservation easements in mean time

No annexation/attachment of Area B for 30 years; development of Bear Tree Windsor deferred for 10 years

Areas A, B & C to remain and be developed or preserved in Town per 2010 comprehensive plans

1 **VILLAGE OF DEFOREST/TOWN OF WINDSOR**
2 **COOPERATIVE PLAN**
3 **UNDER SECTION 66.0307 WISCONSIN STATUTES**

4 The Village of DeForest, a Wisconsin municipality with offices at 306 DeForest Street,
5 DeForest, Wisconsin 53532 (hereinafter “DeForest”), and the Town of Windsor, a Wisconsin
6 municipality with offices at 4084 Mueller Road, DeForest, Wisconsin 53532 (hereinafter
7 “Windsor”), hereby enter into this Cooperative Plan (hereinafter “Cooperative Plan” or “Plan”),
8 subject to the approval of the State Department of Administration, under the authority of Section
9 66.0307, Wis. Stats.

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

13 **WHEREAS**, the purpose of the Cooperative Plan is cited in Section 66.0307(3)(b), Wis.
14 Stats. as follows:

15 (b) Purpose of Plan. The Cooperative Plan shall be made
16 with the general purpose of guiding and accomplishing a
17 coordinated, adjusted and harmonious development of the
18 territory covered by the Plan which will, in accordance with
19 existing and future needs, best promote public health,
20 safety, morals, order, convenience, prosperity or the
21 general welfare, as well as the efficiency and economy in
22 the process of development.

23 and,

24 **WHEREAS**, Section 66.0307(2)(a-d), Wis. Stats., requires that Cooperative Plans be
25 organized around “options” for future boundary changes. These options, listed below, specify
26 how boundary changes may be authorized occur during the Planning Period (as such term is
27 defined in Section 3A of this Cooperative Plan):

28 (a) That specified boundary line changes shall occur during the Planning
29 Period and the approximate date by which such changes shall occur.

30 (b) That specified boundary line changes may occur during the Planning
31 Period and the approximate dates on which the changes may occur.

32 (c) That required boundary line changes under Paragraph (a) or an option
33 boundary line change under Paragraph (b) shall be subject to the
34 occurrence of conditions as set forth in the Plan.

35 (d) That specified boundary lines may not be changed during the Planning
36 Period; and

1 **WHEREAS**, the Parties have agreed that changes during the period of the Cooperative
2 Plan will be based upon the authorization contained in Section 66.0307(2), Wis. Stats.; and

3 **WHEREAS**, annexation of Windsor land by DeForest will become subject to the then
4 applicable law upon the expiration of the 2004 settlement agreement between the Parties in 2019,
5 and could create the possibility that the size and shape of annexations by DeForest may result in
6 difficulties in the timing, location and provision of public services by Windsor; and

7 **WHEREAS**, DeForest and Windsor enter into this Cooperative Plan to determine their
8 respective boundaries and to guide and accomplish a coordinated, adjusted and harmonious
9 development of the territory covered by the Plan; and, as well as to avoid, to the greatest extent
10 possible, future disputes over boundaries; and

11 **WHEREAS**, various intergovernmental agreements for the joint exercise of
12 governmental powers and the provision of municipal services have been negotiated between
13 Windsor and DeForest, examples of which are identified below. The Parties acknowledge said
14 agreements in this Plan as ongoing intergovernmental agreements, subject to their own terms and
15 conditions, unaffected by this Cooperative Plan:

- 16 (a) Fire Protection Agreement, DeForest Area Fire Protection Board
- 17 (b) Intergovernmental Agreement Establishing Law Enforcement Service
18 Levels
- 19 (c) Intergovernmental Community Center and Senior Programs Agreement
- 20 (d) Joint Municipal Court Agreement; and

21 **WHEREAS**, the Parties also entered into a Settlement Agreement (Dated June 4, 2004)
22 which, except to the extent its terms are expressly contained in this Cooperative Plan, is intended
23 to be superseded and terminated on the effective date of approval of this Plan either under
24 Section 66.0301(6) or Section 66.0307, Wis. Stats.; and

25 **WHEREAS**, to expedite the effective date of agreement, the Parties are also entering
26 into an agreement in accordance with Section 66.0301(6), Wis. Stats., with all terms other than
27 the effective date and length of agreement specified herein intended to be part of the said
28 agreement under Section 66.0301(6), and with said agreement under Section 66.0301(6)
29 terminating upon the effective date of this Cooperative Plan under Section 66.0307, Wis. Stats.

30 **WHEREAS**, it is the intent of this Cooperative Plan to establish the boundaries between
31 DeForest and Windsor in a configuration as the boundaries exist at the time of this agreement
32 with the exception of the attachments and detachments contained herein under the attachment
33 and detachment process as a part of this agreement; and

34 **WHEREAS**, this Cooperative Plan was developed following a review of existing
35 regional, county and local plans; and

1 approve any annexation petition for all or any part of Area B during the thirty (30) year term
2 without Windsor’s approval.

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

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

9 **SECTION 5**
10 **ISSUES, PROBLEMS, OPPORTUNITIES**

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

13 **A. Establish Boundaries Between DeForest and Windsor, Thereby Eliminating**
14 **Annexation Disputes.** Like many towns, Windsor has been subjected to the loss of territory to
15 DeForest by multiple annexations over an extended period of time. The losses of territory can
16 create, from a municipal services standpoint, an irrational boundary difficult for Windsor to
17 service. Not only is the border between DeForest and Windsor irregular, annexations have
18 resulted in isolated areas where small portions of Windsor are partially surrounded by DeForest.
19 The boundaries sought by this Cooperative Plan will recognize the interest of Windsor to
20 maintain secure boundaries and to engage in meaningful planning. An agreed-upon boundary
21 will allow the Parties to more efficiently engage in joint land use planning, reduce land use
22 related disputes, and better plan for infrastructure improvements for sewer, water and other urban
23 amenities.

24 **B. Assure Orderly Development of DeForest and Windsor.** Capital infrastructure
25 improvements require a planning horizon which may be from one to five years in length. Under
26 normal annexation dynamics, annexations may occur that disrupt existing plans for infrastructure
27 improvements. The Plan will allow DeForest, Windsor and Windsor’s sanitary districts to plan
28 their utility services with more certainty of future service areas.

29 **C. Control Urban Sprawl.** DeForest and Windsor believe that the Plan encourages
30 development to be directed toward the developed areas, which is expected to greatly reduce the
31 prospect of “urban sprawl.” The joint planning aspects of the Plan provide for development to
32 occur in a logical, phased and mutually beneficial manner.

33 **D. Maintain the Level of Public Safety Services Available.** Windsor and DeForest
34 provide fire service and emergency medical service through a shared intermunicipal district
35 created pursuant to Section 66.0301, Wis. Stats. DeForest has its own police department, while
36 Windsor provides police service through a service agreement with the Dane County Sheriff.
37 Windsor and DeForest provide varying levels of municipal services. The Plan creates
38 opportunities for potential expansion of intergovernmental cooperating in service provision, but
39 does not directly affect the services provided by each Party.

1 Parties under §66.0301 (6), Wis. Stats., as long as that Section 66.0301(6) agreement remains in
2 effect, or (c) at any other time upon the written consent of Windsor.

3 (a) Area #1: All lands in Sections 30 and 31 in Windsor that are west of
4 Interstate 39/90/94, as shown on **Exhibit 2** as Area 1, and as described in
5 greater detail on **Exhibit 3**.

6 (b) Area #2: Generally the E½ of the NE¼ and the E½ of the SE¼ and the
7 NW¼ of the SE¼ of Section 20, T9N, R10E as shown on **Exhibit 2** as
8 Area 2, and as described in greater detail on **Exhibit 3**.

9 (2) “Proposed for development at an intensity above Windsor, DeForest or Dane County
10 agricultural preservation policies” shall mean any one of the following events has occurred:

11 (a) The number of residences permitted under Dane County Agricultural
12 Preservation Policies on a single farm exceeds one per 35 acres, excluding
13 secondary farm residences from the determination.

14 (b) The applicable zoning authority approves rezoning of a farm, or any part
15 thereof, to any district that allows commercial or industrial uses, or
16 approves a conditional use permit which would permit any such use.

17 (c) The applicable zoning authority approves rezoning of a farm, or any part
18 thereof, to any district that allows residential development if the maximum
19 permitted development density allowed thereby for the entire farm would
20 exceed one dwelling unit per 35 acres, excluding secondary farm
21 residences from the determination.

22 (d) A petition is filed with DeForest by the owner of a parcel seeking
23 attachment to DeForest and said owner, or a person or entity with the right
24 to acquire ownership, enters into a development agreement providing for
25 the extension of public water and sanitary sewer service to the parcel.

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

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

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

1 **C. Automatic Attachments from Windsor to DeForest.**

2 The following land shall detach from Windsor and attach to DeForest upon the effective
3 date of this agreement as a Section 66.0301(6) intergovernmental agreement or a Section
4 66.0307 Cooperative Plan, whichever comes first: that part of the North Street right-of-way west
5 of Highway 51, which at the time of approval of this Plan remains in Windsor and as further
6 designated on **Exhibits 2 and 3** as Area 4A, and all public rights-of-way in the NW¼ of Section
7 30, T9N, R10E, designated on **Exhibits 2 and 3** as Area 4B.

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

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

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

14 DeForest shall detach to Windsor upon the effective date of this agreement as a Section
15 66.0301(6) intergovernmental agreement or a Section 66.0307 Cooperative Plan, whichever
16 comes first, not more than five acres at the east end of Hawk Trail, in the Grinde Road area, for
17 lots and housing consistent with the housing already existing along Hawk Trail, following
18 DeForest approval of rezoning and recording of a DeForest-approved plat or certified survey
19 map by the owner of such land. This area is designated as Area D on **Exhibits 2 and 3**.

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

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

26 (1) Future Windsor Development Areas.

27 (a) Area A: Development in Area A shall occur only if the proposed
28 development is consistent with both the Windsor and DeForest
29 comprehensive plans in effect on July 1, 2010, along with such
30 amendments as may be mutually agreed upon by the Parties as provided in
31 Section 13B(5) below, and with the requirements of sub. (2) where
32 applicable. Any development shall at all times be served by public sanitary
33 sewer and water service.

34 (b) Area B: The Parties agree that the area identified on Exhibit 2 as Area B
35 shall be not be permitted to develop in any manner inconsistent with the
36 agricultural preservation standards included within Section 8G(2)(b)
37 below or the DeForest and Windsor Comprehensive Plans as both existed
38 on July 1, 2010, unless both Parties agree to subsequent amendments,

1 except that this restriction shall apply to the portion of Area B lying south
2 of Windsor Road only for a period of ten (10) years from the effective date
3 of this Cooperative Plan. Any development in the portion of Area B south
4 of Windsor Road shall at all times be served by public sanitary sewer and
5 water service.

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

10 (2) Pending Development.

11 The development known as Windsor Crossing has previously been approved by Windsor
12 and recorded as a condominium plat. Upon the effective date of this agreement either under
13 Section 66.0301(6) or Section 66.0307, Wis. Stats., whichever comes first, and provided that the
14 layout, land uses and densities shall follow the agreed-upon standards attached hereto as **Exhibit**
15 **6** and the development or development site is legally restricted as such, DeForest shall:

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

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

30 **G. Other Restrictions Affecting the Planning Area.**

31 (1) Limitation on Conservation Easements.

32 Windsor agrees that it will not acquire, nor attempt to acquire, conservation easements or
33 take any action which would otherwise restrict future development in Areas 1, 2, 3A, 3B and 5
34 on **Exhibits 2** and **3**, which under this Cooperative Plan are or may become available for
35 attachment to DeForest during the Planning Period, unless otherwise approved by DeForest.
36 Windsor shall not provide financial or other assistance to any other Party in connection with any
37 action Windsor is prohibited from taking under this section. In the event any person or entity
38 shall seek to impose such restrictions in violation of this subsection, Windsor shall fully
39 cooperate with DeForest in any effort to oppose or remove such restrictions.

1 (2) Working Lands Initiative and Agricultural Preservation.

2 (a) Working Lands Initiative. Wisconsin has recently adopted legislation to
3 assist in preserving productive farms through the Working Lands
4 Initiative. DeForest shall take no actions to preclude Windsor from
5 implementing the Working Lands Initiative in the portions of Windsor east
6 of Highway 51 and north of Windsor Road through appropriate
7 amendments to Windsor's comprehensive plan, the purchase of
8 conservation easements, the designation of Agricultural Enterprise Areas
9 or otherwise, provided such actions are consistent with this Plan. Windsor
10 shall not implement any aspect of the Working Lands Initiative that is
11 contrary to the terms of this Plan, including but not limited to designating
12 lands within Areas 1, 2, 3A, 3B, 4 or 5 as Agricultural Enterprise Areas or
13 taking other actions that may limit further development potential or
14 attachment of such lands.

15 (b) Agricultural Preservation. DeForest and Windsor agree that the area east
16 of U.S. Highway 51 and north of Windsor Road will be used for
17 agricultural production and open space uses, for as long as attachments
18 from that area are prohibited under the terms of this Cooperative Plan. The
19 Parties further agree that, like other businesses, agriculture must evolve to
20 meet changing market requirements and capture new farm income
21 opportunities, and that successful evolution is beneficial to the overall
22 community, provided that the fundamental agricultural and open space
23 character of the area east of U.S. Highway 51 and north of Windsor Road
24 is maintained. The following represent elaborations upon and exceptions
25 to this agreed agricultural preservation policy:

26 i. Limited housing will be allowed per the "1 per 35 residential splits"
27 policies of both communities' comprehensive plans as they existed on
28 July 1, 2010 (which exclude secondary farm residences from the
29 determinations), except as the relevant policies of either or both
30 comprehensive plans may be subsequently amended by mutual consent
31 of both Parties.

32 ii. Residences and outbuildings may be used for home occupations,
33 limited family businesses, or farm family businesses, as those terms
34 are defined and limited under Dane County zoning rules. Efforts shall
35 be made to utilize the existing residence and outbuildings before
36 constructing new buildings. When new buildings are constructed,
37 efforts shall be made to keep them within the area bounded by the
38 then-current residence and outbuildings. New buildings may utilize
39 additional farmland only after Windsor enters detailed written findings
40 of fact demonstrating that reasonable efforts have been made towards
41 realizing one of the other two preferred options as stated above.
42 Rezoning for other types of home-based businesses will be approved
43 by Windsor only if limited—by selection of an appropriate

1 agricultural-related zoning district, requiring of a recorded deed
2 restriction, or both—to enable businesses operated by one or more
3 residents of the property that are clearly related to agriculture or
4 horticulture only. The intent of this subsection is to minimize the loss
5 of productive farmland and to maintain the integrity of the area east of
6 Highway 51 and north of Windsor Road as a whole for agricultural
7 production.

8 iii. Rezoning and conditional use permits shall be allowed for
9 agricultural research operations, seed production operations,
10 operations that process farm products grown mainly on-site where
11 conducted by the farm owner/operator and where farming remains the
12 primary activity, agricultural entertainment activities as defined by the
13 Dane County zoning code, or similar operations which by their very
14 nature should be located in an area focused on agricultural production,
15 provided that within DeForest’s extraterritorial jurisdiction:

16 a. All pertinent provisions of both the applicable zoning ordinance
17 and the comprehensive plans of both Parties as they existed on July
18 1, 2010 are followed, except as the relevant policies of either or
19 both comprehensive plans may be subsequently amended by
20 mutual consent of both Parties.

21 b. All such development shall be subject to Windsor site plan review
22 regulations which are substantially similar to those regulations
23 applicable to commercial development under Windsor’s site plan
24 review regulations in place as of April 1, 2010.

25 c. The use and all potential subsequent uses, except for agricultural
26 entertainment activities, authorized by the zoning district or
27 conditional use permit must advance, or focus on research towards
28 the advancement of, agriculture in Windsor and the region.

29 d. None of the following uses will be approved or recommended by
30 Windsor, except where one was established prior to April 1, 2010
31 or otherwise only following approval of the DeForest Village
32 Board: ethanol plant, rendering plant, commercial slaughterhouse,
33 mineral extraction operation, asphalt or concrete batch plant,
34 fertilizer mixing or blending plant, any use predominately focused
35 on agricultural trucking, dead stock hauling or disposal service,
36 stock yard, livestock auction facility.

37 e. All development located within mapped wellhead protection areas
38 shown in **Exhibit 7a** or described in the Windsor Wellhead
39 Protection Ordinance as provided in **Exhibit 7b** shall comply with
40 the requirements of NR 811.16, Wisconsin Administrative Code,
41 and both communities’ Wellhead Protection Ordinances to the

1 extent that similar restrictions are applicable to similarly positioned
2 wells in each community.

3 f. Windsor shall disapprove of any rezoning or conditional use
4 permit allowed under this subsection (iii) unless appropriate
5 conditions and restrictions are recorded to ensure ongoing
6 compliance with the limitations contained within this subsection
7 (iii).

8 g. Prior to taking any formal action on said rezoning or conditional
9 use permit allowed under this subsection (iii), Windsor shall
10 consult with DeForest regarding the proposal and its consistency
11 with this Cooperative Plan and the comprehensive plans of the two
12 Parties. Such consultation shall occur at one of the joint meetings
13 described under Section 13(B).

14 h. Within the west ½ of Sections 16 and 21 and the west ½ of the
15 northwest ¼ of Section 28, T9N, R10E, as depicted as Area E in
16 **Exhibit 2**, Windsor shall disapprove any rezoning or conditional
17 use permit allowed under this subsection (iii) unless such proposal
18 is first approved by the DeForest Village Board.

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

24 iv. Any lands may be used for the construction and maintenance of
25 stormwater management facilities, if a professional stormwater
26 management study conducted or approved by either Party recommends
27 such facilities. Lands used for stormwater management facilities may
28 be owned by either Party, and any lands owned by DeForest intended
29 for such facilities shall, during the term of this Cooperative Plan as it
30 applies to this area, be subject to DeForest’s zoning jurisdiction and
31 regulations from the date of acquisition, but shall be zoned only to a
32 designation that is consistent with use as a stormwater management
33 facility.

34 v. The area near the intersection of Highway V/Grinde Road and
35 Highway 51 that is designated for “mixed use” development within the
36 two Parties’ comprehensive plans as they existed on July 1, 2010 may
37 be utilized in accordance with the standards within such
38 comprehensive plans for this “mixed use” area, except as either or both
39 comprehensive plans may be subsequently amended by mutual consent
40 of both Parties as they affect this particular “mixed use” area.

1 except as the Parties may subsequently agree otherwise. The schedule for
2 delivery of such public utilities and other public services shall be
3 determined as follows:

4 i. DeForest will provide its public services to those properties that are
5 within DeForest and those properties that are subject to attachment
6 under this Plan immediately following such attachment, except that the
7 provision of development-based services (such as sewer and water) to
8 any given area will generally be deferred to correspond to the timing
9 of additional development in that area.

10 ii. Windsor will provide its public services to those properties that are
11 within Windsor and those properties that are subject to detachment
12 under this Plan immediately following such detachment, except that
13 the provision of development-based services (such as sewer and water)
14 within any given area will generally be deferred to correspond to the
15 timing of additional development in that area.

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

20 (b) Extraterritorial Facilities Extensions. In connection with the extension of
21 either water or sewer service, each Party consents to the location of utility
22 facilities of one Party being located under the streets or within the public
23 lands or utility easements of the other Party. Such installation and location
24 shall be done in accordance with generally accepted engineering standards
25 and applicable municipal ordinances (including any permitting
26 requirement but excluding any bonding requirement). The specific
27 location of facilities on public lands other than street rights of way shall be
28 subject to mutual agreement. In the event such a utility extension is
29 designed to cross private land in either municipality, such municipality
30 shall not take any action to obstruct or prevent such work.
31 Notwithstanding the foregoing, however, nothing contained in this Section
32 9 shall prevent the Parties, together with Windsor Sanitary District No. 1,
33 from subsequently entering into intergovernmental cooperation
34 agreement(s) if the Parties determine them to be cost effective and in their
35 respective best interests, to make joint use of utility facilities or otherwise
36 to cooperate in the provision of utility services.

37 No further authorization shall be required to enter upon lands within the
38 boundaries of the other municipality to construct or maintain sewer or
39 water lines, but prior to commencing utility work in the right-of-way of
40 the other Party, notice, in writing, shall be given 30 days in advance of the
41 commencement of the utility work unless an emergency situation exists
42 requiring prompt repair. In an emergency, notice shall be given as soon as

1 practicable. The Party conducting such work shall comply with all
2 applicable safety regulations when working within the boundaries of the
3 other municipality.

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

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

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

33 **SECTION 10**
34 **PROCEDURE FOR ATTACHMENTS**

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

36 (1) Notice to Windsor. At any time after the occurrence of any event or condition
37 specified for permitting detachment from Windsor and attachment to DeForest, DeForest shall
38 give Windsor ten (10) days written notice that the event triggering attachment has occurred and
39 that DeForest is preparing to adopt an ordinance attaching the specified property.

1 (2) Procedure for Attachment. After the notice period provided in sub. A(1), without
2 review and recommendation by DeForest Planning and Zoning Commission or any other sub-
3 unit of DeForest and without further review and approval of Windsor, DeForest may adopt an
4 ordinance attaching the territory causing the attachment and designating a temporary zoning
5 classification for each parcel of land until the zoning ordinance is amended as prescribed in
6 Section 62.23(7)(d), Wis. Stats. The DeForest clerk shall record the attachment ordinance with
7 the Dane County Register of Deeds and file a certified copy of the attachment ordinance along
8 with a certificate and plat with the secretary of state and shall send a copy of such documents to
9 each company that provides any utility service in the area that is attached. The clerk shall also
10 file a signed copy of the attachment ordinance with the clerk of Windsor and any affected school
11 district. The attachment ordinance that is filed, recorded or sent, shall describe the attached
12 territory and the associated population, if any. Failure to file, record, or send any required
13 document shall not invalidate the attachment and the duty to file, record or send shall be a
14 continuing one.

15 (3) Effective Date of Attachments. Attachment to DeForest shall be effective on the day
16 after the date of publication of the attachment ordinance, or a notice of enactment of the
17 ordinance as otherwise permitted by law for publication of ordinances, unless another date is
18 specified in the ordinance.

19 **B. Attachments/Detachments Effective Upon Final Approval of the Plan.**

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

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

32 The territory attached to DeForest from time to time under this Cooperative Plan shall
33 become DeForest territory subject to all DeForest zoning and general ordinances immediately on
34 the effective date of the attachment ordinance.

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

37 A. **Geographic Jurisdiction.** Exhibit 1 outlines the extraterritorial subdivision review
38 jurisdiction of DeForest as of the effective date of this Cooperative Plan. Windsor is also subject
39 to the extraterritorial subdivision review and extraterritorial zoning jurisdiction of the City of
40 Sun Prairie, which limits the extent of DeForest jurisdiction over Windsor. Windsor and

1 Overall, this Cooperative Plan provides for adjustments to and stability of municipal boundaries
2 in a manner that will promote orderly and cost effective development and provision of associated
3 public services according to the amended comprehensive plans of Windsor and DeForest.
4 Overall, this Cooperative Plan is consistent with each Party's comprehensive plan. Specifically,
5 it is consistent with and advances the future land use maps, land development and land
6 preservation policies, and intergovernmental cooperation and implementation policies and
7 recommendations in the respective comprehensive plans.

8 This Cooperative Plan also is consistent and compatible with other existing local, county,
9 state, and federal plans, ordinances, codes, and statutes. This Cooperative Plan was developed in
10 recognition of the multiple jurisdictions with an interest in the cooperative planning area,
11 including the multiple utilities serving the area and the DeForest Area School District.

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

13 (1) Joint Meetings on Mutual Planning Issues. The Parties agree that their Plan
14 Commissions shall meet jointly no less than three times per year, on a mutually agreed schedule,
15 to address issues of mutual concern. One of the meetings shall be held in the first one-half of
16 November of each year to discuss potential amendments to comprehensive plans as part of the
17 annual review of such plans. The DeForest Planner and Windsor Business Manager shall have
18 the shared responsibility of establishing the agenda for these meetings. In the event that the
19 DeForest Planner and the Windsor Business Manager jointly agree that no issues of mutual
20 concern exist, they may cancel the next scheduled meeting, but in no case shall fewer than one
21 such meeting be held every calendar year.

22 (2) Joint Governing Body Meetings. The DeForest and Windsor Boards shall meet
23 quarterly to review issues of mutual concern arising under their comprehensive plans and this
24 Cooperative Plan, as well as regional concerns. DeForest shall host meetings in January and
25 June, and Windsor shall host meetings in April and September of each year. In the event that the
26 DeForest President and Windsor Chairperson jointly agree that no issues of mutual concern exist,
27 they may cancel the next scheduled quarterly meeting of the Boards, but in no case shall fewer
28 than one such meeting be held every calendar year.

29 (3) Comprehensive Plan Amendments.

30 (a) Comprehensive Plan Amendments. Through this Cooperative Plan,
31 DeForest and Windsor promote continued consistency between their
32 comprehensive plans over time. In order to promote continued consistency
33 while still allowing amendments to comprehensive plans in the future,
34 each Party agrees to allow and encourage the meaningful participation of
35 the other Party before amending its comprehensive plan. Not later than
36 one year following the effective date of this agreement under the
37 provisions of either Section 66.0301(6) or Section 66.0307, Wis. Stats.,
38 whichever comes first, the Parties shall amend their respective
39 comprehensive plans to incorporate the standards in Section 8(G)(2)b of
40 this Plan regarding agricultural preservation.

- 1 (b) Schedule. Each Party agrees to consider amendments to its comprehensive
2 plan no more frequently than on an annual cycle, beginning no earlier than
3 November and ending no later than March of the following year, except
4 under at least one of the following circumstances:
- 5 i. The Party is approached with a unique development opportunity that
6 would help achieve the community's economic development goals, as
7 expressed through its comprehensive plan.
- 8 ii. The Party is faced with a particular challenge or problem that, in its
9 determination, needs more immediate attention than waiting for the
10 normal comprehensive plan amendment cycle would allow.
- 11 iii. The two Parties mutually agree, in writing, to a different or additional
12 comprehensive plan amendment cycle.
- 13 (c) Notice of Special Plan Amendments. Prior to the scheduling of a plan
14 commission meeting to recommend amendments to either comprehensive
15 plan on a different cycle than the annual amendment cycle specified
16 above, the Party wishing to consider an amendment to its comprehensive
17 plan shall notify, in writing, the other Party of the first Party's interest in
18 amending its comprehensive plan. That notification shall suggest no less
19 than three alternative dates and times over the course of at least two
20 different weeks for the two Parties to discuss the proposed amendments, if
21 desired by the other Party. If held, that meeting shall be considered one of
22 the meetings intended by sub. B(1).
- 23 (d) Notice for All Plan Amendment Recommendations. Regardless of the
24 schedule utilized to consider amendments to the comprehensive plans, the
25 Party proposing to amend its comprehensive plan shall provide the other
26 Party with a written notice, at least thirty (30) days in advance of the plan
27 commission date on which a recommendation by resolution on the plan
28 amendment is first on the agenda, with such notice including the language
29 or map change associated with the proposed amendment; the scheduled
30 date, time, and location for the plan commission meeting; and an
31 invitation for the other Party to participate in the plan commission
32 discussion on the proposed comprehensive plan amendment.
- 33 (e) Notice of Proposed Final Action. Following the plan commission's
34 recommendation by resolution on the proposed comprehensive plan
35 amendment, the Party proposing the plan amendment shall provide the
36 other Party with a written notice, at least thirty (30) days before the
37 required public hearing associated with the amendment per Section
38 66.1001 Wis. Stats., with such notice including the recommended
39 language or map change associated with the proposed amendment; the
40 scheduled date, time, and location of the public hearing; and an invitation

1 for the other Party to participate in the public hearing on the proposed
2 comprehensive plan amendment.

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

6 i. The proposed amendment shall be consistent with this Cooperative
7 Plan, and with other intergovernmental agreements between the two
8 Parties, as either may be amended from time to time.

9 ii. The proposed amendment is intended for the betterment of the entire
10 DeForest-Windsor community, or at least will be neutral with regard
11 to this criterion.

12 iii. The proposed amendment will not have undue negative impacts on the
13 ability of the other Party to implement its comprehensive plan.

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

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

33 **SECTION 14**
34 **POLICE, FIRE AND RESCUE**

35 A. **Police.** DeForest provides police protection for DeForest residents through the
36 DeForest Police Department. Windsor provides police protection for Windsor residents through a
37 contract with Dane County. DeForest and Windsor have recognized that there have been times
38 when the levels of protection for similar developments in DeForest and Windsor have not been
39 consistent.

1 DeForest and Windsor have negotiated and entered into an Intergovernmental Agreement
2 (December, 2009) regarding police protection service. The Agreement is attached hereto as
3 **Exhibit 11**. DeForest and Windsor, as a part of this Plan, agree that the Intergovernmental
4 Agreement shall be honored during the term of this Plan unless there is mutual agreement to
5 amend.

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

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

13 **SECTION 15**
14 **STORM WATER MANAGEMENT AND CONTROL**

15 **A. Mutual Cooperation.** Six (6) Drainage Basins affect both Parties. The Parties are in
16 agreement that as development occurs it will be necessary to implement storm/surface water
17 controls and in the future will require mutual cooperation.

18 **B. Erosion Control and Stormwater Management.** DeForest has adopted erosion
19 control and stormwater management ordinances that meet and in some cases exceed the strict
20 requirements of the Dane County Ordinances. Windsor is directly regulated by the Dane County
21 strict erosion control and stormwater ordinance. Land division within Windsor is required by
22 Windsor's subdivision control ordinance to comply with the Dane County regulations.

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

28 **SECTION 16**
29 **ENVIRONMENTAL EVALUATION OF THE PLAN**

30 **A.** DeForest and Windsor have evaluated the environmental consequences of the
31 Cooperative Plan, including air and water pollution impacts, energy use, and effect on urban
32 sprawl, and both expect minimum impacts. The Cooperative Plan facilitates consistent and
33 cohesive DeForest and Windsor planning for the infrastructure and other development in
34 DeForest and Windsor territory. The Cooperative Plan is believed to be consistent with all
35 applicable state and federal laws, municipal regulations, shoreland zoning ordinances and
36 administrative rules.

37 **B.** Because intensive manufacturing development is not anticipated by this Plan,
38 DeForest and Windsor represent that there should be no potential adverse environmental
39 consequences (including air and water pollution) related to manufacturing development.

1 DeForest and Windsor Comprehensive Plans reduce the potential impact of urban sprawl by
2 providing for open space while concentrating the location of residential and commercial
3 development. The reservation of all natural areas, wetlands, and floodplains, will allow for the
4 continuation of natural vegetation absorbing air pollutants and preventing soil erosion.

5 C. The Madison Metropolitan Sewerage District treatment plant has adequate capacity to
6 serve DeForest and Windsor under the service requirements of this Cooperative Plan.
7 Construction site maintenance and erosion control for new construction shall be regulated by
8 DeForest and Windsor Ordinances.

9 D. The development of lands in DeForest and Windsor will be in compliance with state
10 and federal environmental law and regulations. Sanitary sewer will be subject to Department of
11 Natural Resources and Madison Metropolitan Sewerage District regulations and approvals and
12 expansion of water service will be subject to the State of Wisconsin Public Service Commission
13 approvals, where applicable.

14 E. Based upon plans developed at the regional, county and local levels of government
15 for the surrounding communities, the impact of the boundary changes and development affected
16 by this Plan will be compatible with, and have no negative impacts on surrounding communities.
17 All surrounding villages and towns are subject to zoning ordinances and land division control
18 ordinances.

19 **SECTION 17**
20 **MUNICIPAL COURT AND INTER-MUNICIPAL COMMUNITY CENTER**

21 DeForest and Windsor have cooperated through intergovernmental agreements
22 establishing a joint municipal court and an inter-municipal community center, among other
23 arrangements. These cooperative agreements provide a cost-effective method of providing for
24 the delivery of these types of municipal services. The Inter-Municipal Community Center and
25 Senior Programs Agreement is attached hereto as **Exhibit 13**. The joint municipal court is
26 established by an agreement between DeForest and Windsor, which is attached hereto as **Exhibit**
27 **14**. These agreements are governed by the terms and conditions contained in the documents and
28 this Plan does not impact or modify the terms and conditions of the existing agreements.

29 **SECTION 18**
30 **COMMUNICATIONS WITH ZONING AUTHORITIES**

31 Consistent with the Parties' desire to maintain open communication regarding matters of
32 mutual interest, both Parties agree that, in the event either Party shall make any written
33 communication with any Dane County supervisor or Dane County staff person relating to the
34 substance of any pending zoning petition, a copy of such communication shall be provided to the
35 Clerk of the other Party at the same time, and through the same manner of delivery as used to
36 communicate with the County or its representative. The communicating Party shall immediately
37 notify the Clerk of the other Party of the content of any oral communication by that Party to a
38 County representative relating to any such petition. In this section, a communication shall be
39 considered a communication from the Party only if it contains, or purports to contain, a statement
40 or position adopted or endorsed by the governing body of that Party, and shall not be deemed to

1 include communications by individuals on their own behalf or on behalf of any person or entity
2 other than the governing body of a Party.

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

7 A. **Initial Authorizing Resolutions.** Section 66.0307(4)(a), Wis. Stats., requires that
8 initial authorizing resolutions for the preparation of a Cooperative Plan must be approved by
9 each participating municipality (that is, DeForest and Windsor) before Cooperative Plan
10 preparation may commence. Authorizing resolutions must be dated and signed by the chief
11 elected official and attested by the municipal clerk of each municipality participating in the
12 Cooperative Plan. Copies of DeForest and Windsor initial authorizing resolutions are found in
13 **Exhibit 15.**

14 B. **Attest By Affidavit.** Section 66.0307(4)(a)(1-4), Wis. Stats., regarding cooperative
15 plans, requires an attest by affidavit that authorizing resolutions were sent to: The Department of
16 Administration, Department of Natural Resources (DNR), Department of Agriculture, Trade, and
17 Consumer Protection (DATCP), and Department of Transportation (DOT); the clerks of any
18 municipality, school district, vocational technical and adult education district, sewer or sanitary
19 district which has any part of its territory within five (5) miles of a participating municipality; the
20 clerk of each county in which a participating municipality is located; and, any county zoning
21 agency or regional planning commission whose jurisdiction includes a participating
22 municipality. The “Attests by Affidavit” are found in **Exhibit 16.**

23 C. **Resolutions Indicating Adoption and Authorizing Transmittal of the**
24 **Cooperative Plan to the State.** Copies of resolutions indicating adoption and authorizing
25 transmittal of the Cooperative Plan to the Wisconsin Department of Administration for review,
26 dated and signed by the chief elected official and attested by the clerk from each participating
27 municipality—DeForest and Windsor—are found in **Exhibit 17.**

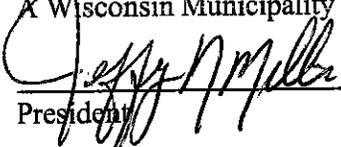
28 D. **Record of Public Participation and Comment.** The public comment and hearing
29 requirements in Sections 66.0307(4)(b) and (c), Wis. Stats., were met. The public hearing
30 comments are found in **Exhibit 18.**

31 **SECTION 20**
32 **NO THIRD PARTY BENEFICIARY**

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

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

5
6 THE VILLAGE OF DEFOREST, WISCONSIN
7 A Wisconsin Municipality

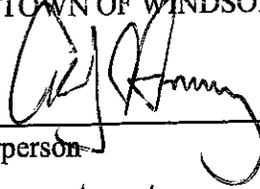
8 
9 _____
10 President

11
12 Date: 6/23/2010

13
14 
15 _____
16 Village Clerk

17
18 Date: 6/23/2010

THE TOWN OF WINDSOR, WISCONSIN



Chairperson
Date: 6/23/2010



Town Clerk/Treasurer
Date: 6/23/2010

21 DRAFTED BY:

22
23 The mutual agreement of the Parties to the Agreement.

1 **VILLAGE OF DEFOREST/TOWN OF WINDSOR**
2 **COOPERATIVE PLAN**
3 **List of Exhibits**

- 4 Exhibit 1: Jurisdictional Boundaries
- 5 Exhibit 2: Cooperative Plan Summary
- 6 Exhibit 3: Description of Boundary Adjustment Areas
- 7 Exhibit 4: Current Land Use
- 8 Exhibit 5: Natural Features
- 9 Exhibit 6: Standards for Future Development of Windsor Crossing Site
- 10 Exhibit 7a: DeForest Wellhead Protection Areas
- 11 Exhibit 7b: Windsor Wellhead Protection Ordinance
- 12 Exhibit 8: Sanitary District Boundaries
- 13 Exhibit 9: Village of DeForest Official Map
- 14 Exhibit 10: Town of Windsor Official Map
- 15 Exhibit 11: Intergovernmental Agreement on Police Protection Services
- 16 Exhibit 12: Intergovernmental Agreement on DeForest-Windsor Fire/EMS Services
- 17 Exhibit 13: Intergovernmental Agreement on Inter-Municipal Community Center and Senior
18 Programs
- 19 Exhibit 14: Intergovernmental Agreement on Joint Municipal Court
- 20 Exhibit 15: Cooperative Plan Authorizing Resolutions
- 21 Exhibit 16: Attests by Affidavit
- 22 Exhibit 17: Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative
23 Plan to the State
- 24 Exhibit 18: Public Hearing Comments and Other Written Public Comments
- 25 Exhibit 19: DeForest and Windsor Comprehensive Plan Amendments

Village of DeForest/Town of Windsor Cooperative Plan

Exhibit 1: Jurisdictional Boundaries

(1 page)

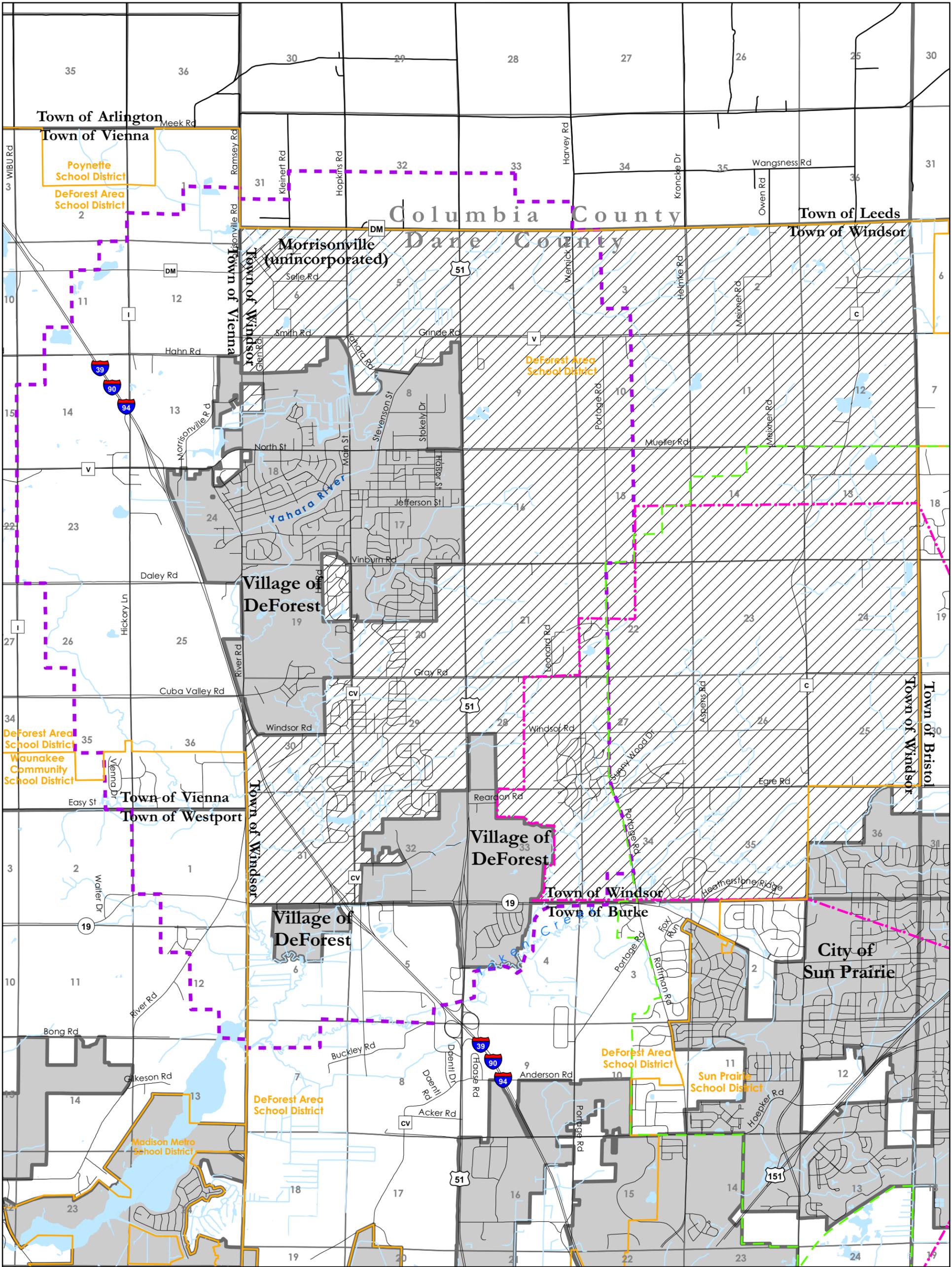


Exhibit 1: Jurisdictional Boundaries

Village of DeForest/Town of Windsor Cooperative Plan

Adopted: June 23, 2010
 Created: April 9, 2010

Source: Dane County LIO, Dane County RPC, Vierbicher

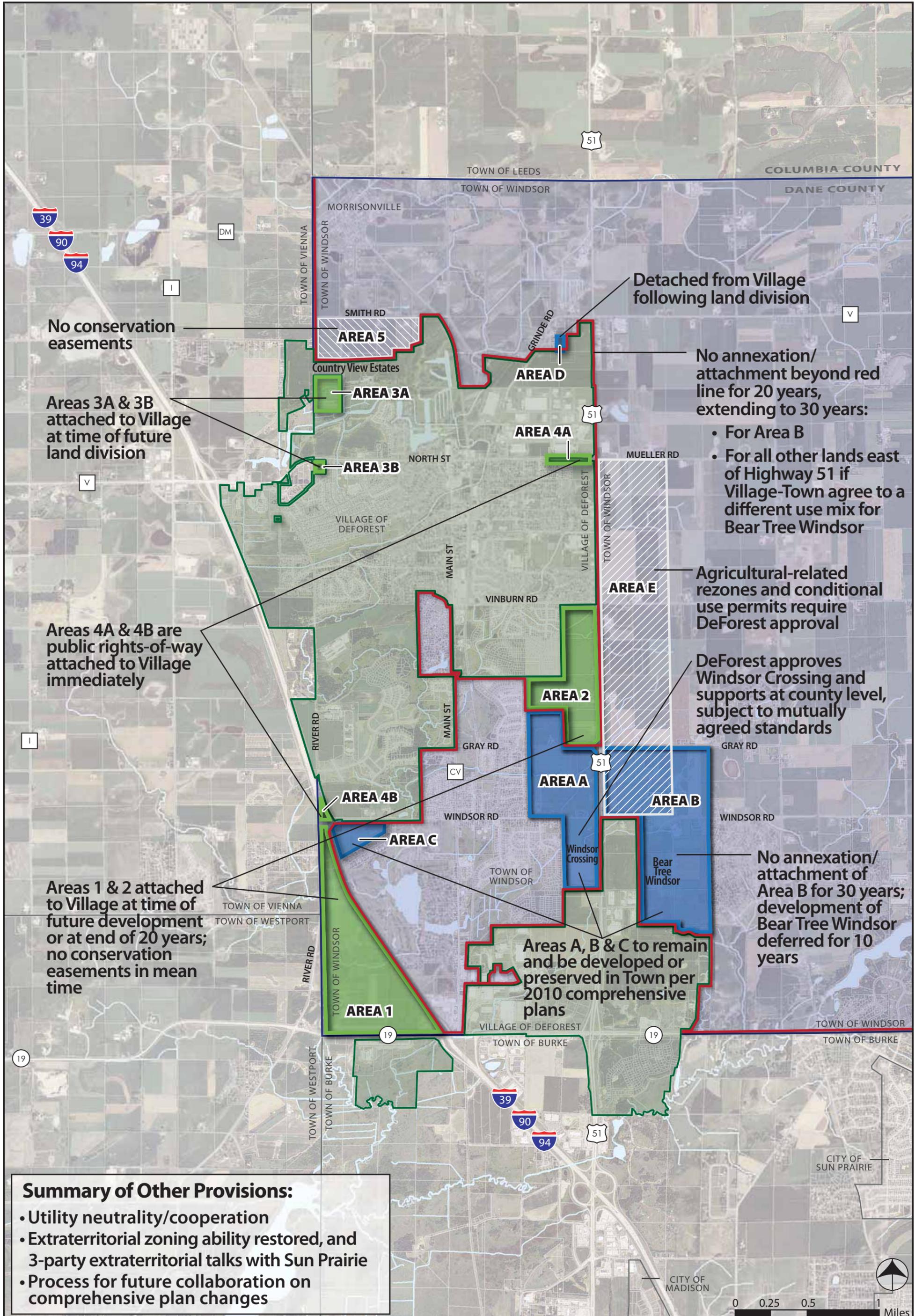


-  Cities and Villages (Jan, 2010)
-  Town of Windsor (Jan, 2010)
-  Municipal Boundaries (Jan, 2010)
-  School District Boundaries (Jan, 2010)
-  Sections with Section Numbers
-  Roads
-  Surface Water
-  Sun Prairie-Windsor Extraterritorial Zoning Area Boundary (per Sun Prairie & Windsor as of April 2010)
-  DeForest Extraterritorial Land Division Review Boundary (per 2006/10 DeForest Comprehensive Plan)
-  Sun Prairie Extraterritorial Land Division Review Boundary (per 2008 Sun Prairie Comprehensive Plan)

Village of DeForest/Town of Windsor Cooperative Plan

Exhibit 2: Cooperative Plan Summary

(1 page)



No conservation easements

Areas 3A & 3B attached to Village at time of future land division

Areas 4A & 4B are public rights-of-way attached to Village immediately

Areas 1 & 2 attached to Village at time of future development or at end of 20 years; no conservation easements in mean time

Detached from Village following land division

No annexation/attachment beyond red line for 20 years, extending to 30 years:

- For Area B
- For all other lands east of Highway 51 if Village-Town agree to a different use mix for Bear Tree Windsor

Agricultural-related rezones and conditional use permits require DeForest approval

DeForest approves Windsor Crossing and supports at county level, subject to mutually agreed standards

No annexation/attachment of Area B for 30 years; development of Bear Tree Windsor deferred for 10 years

Areas A, B & C to remain and be developed or preserved in Town per 2010 comprehensive plans

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

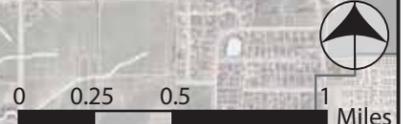
**Village of DeForest/
Town of Windsor
Cooperative Plan**

- Village of DeForest (2010)
- Town of Windsor (2010)
- Other Municipal Boundaries
- Proposed 20 Year Boundary (Except Where Indicated)

Adopted: June 23, 2010

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 more completely in the Cooperative Plan document, which is the controlling document.

Revised: April 20, 2010



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 1/4 of Section 08 to the southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 08; thence S89°36'11"W, 964.12 feet along the south line of the Northeast 1/4 of the Northeast 1/4 of Section 08 to the point of beginning; thence continuing along the south line of the Northeast 1/4 of the Northeast 1/4 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.

Village of DeForest/Town of Windsor Cooperative Plan

Exhibit 4: Current Land Use

(1 page)

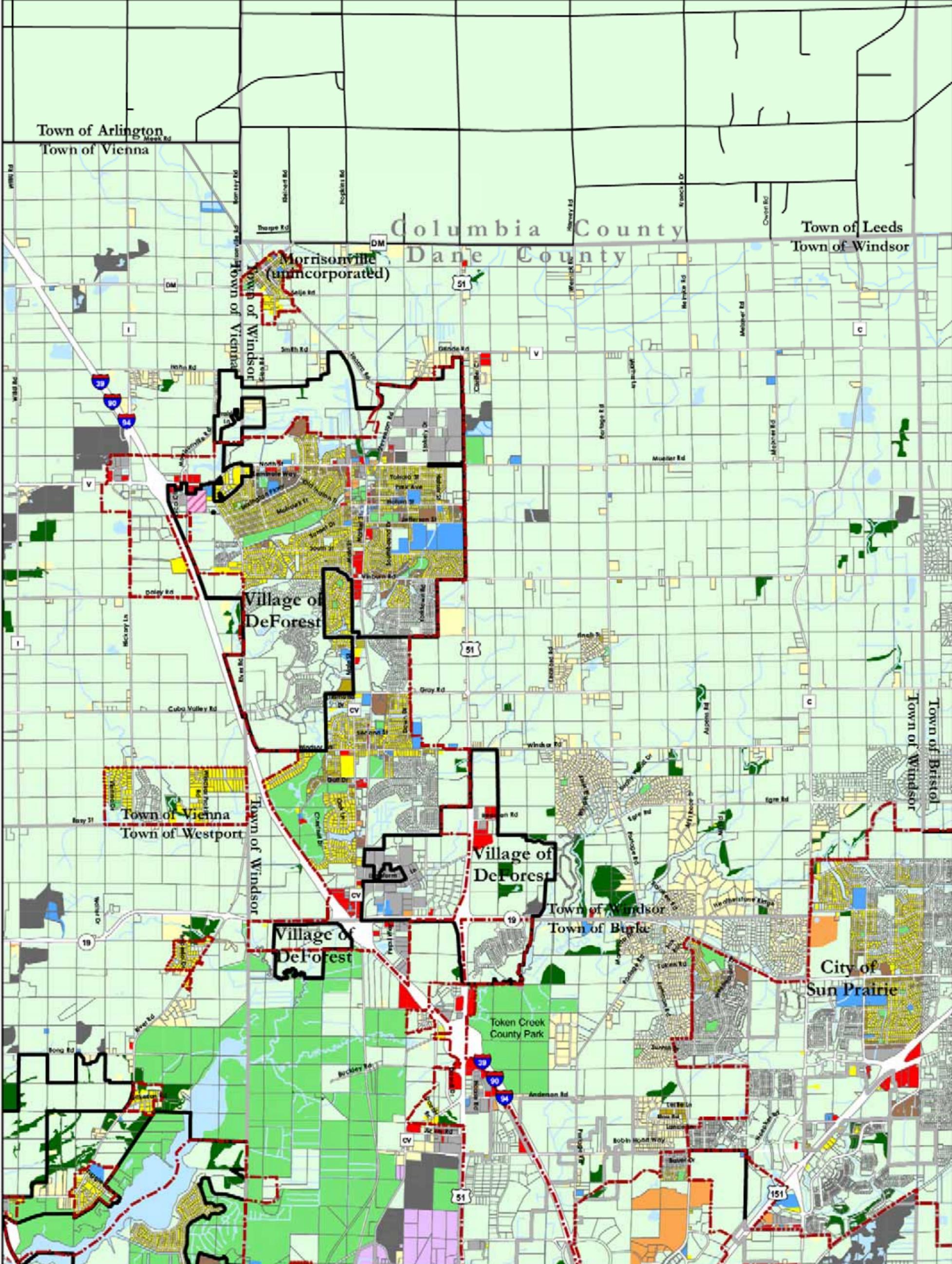
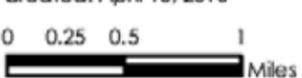


Exhibit 4: Current Land Use (as of 2005)

Village of DeForest/Town of Windsor Cooperative Plan

Adopted: June 23, 2010
 Created: April 16, 2010

Source: Dane County UO, Dane County RPC, Vierbicher



	Town Boundaries (Jan. 2010)		Agriculture/Vacant		Institutional
	City and Village Boundaries (Jan. 2010)		Rural Residential		Airport
	Parcels (Jan. 2010)		Single Family Residential		Commercial Recreation
	Urban Service Area (Jan. 2010)		Two-Family Residential		Public Open Space
	Surface Water		Multi-Family Residential		Stormwater
			Business		Woodlands
			Office		Right-of-Way
			Industrial		
			Extraction		

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

Exhibit 5: Natural Features

(1 page)

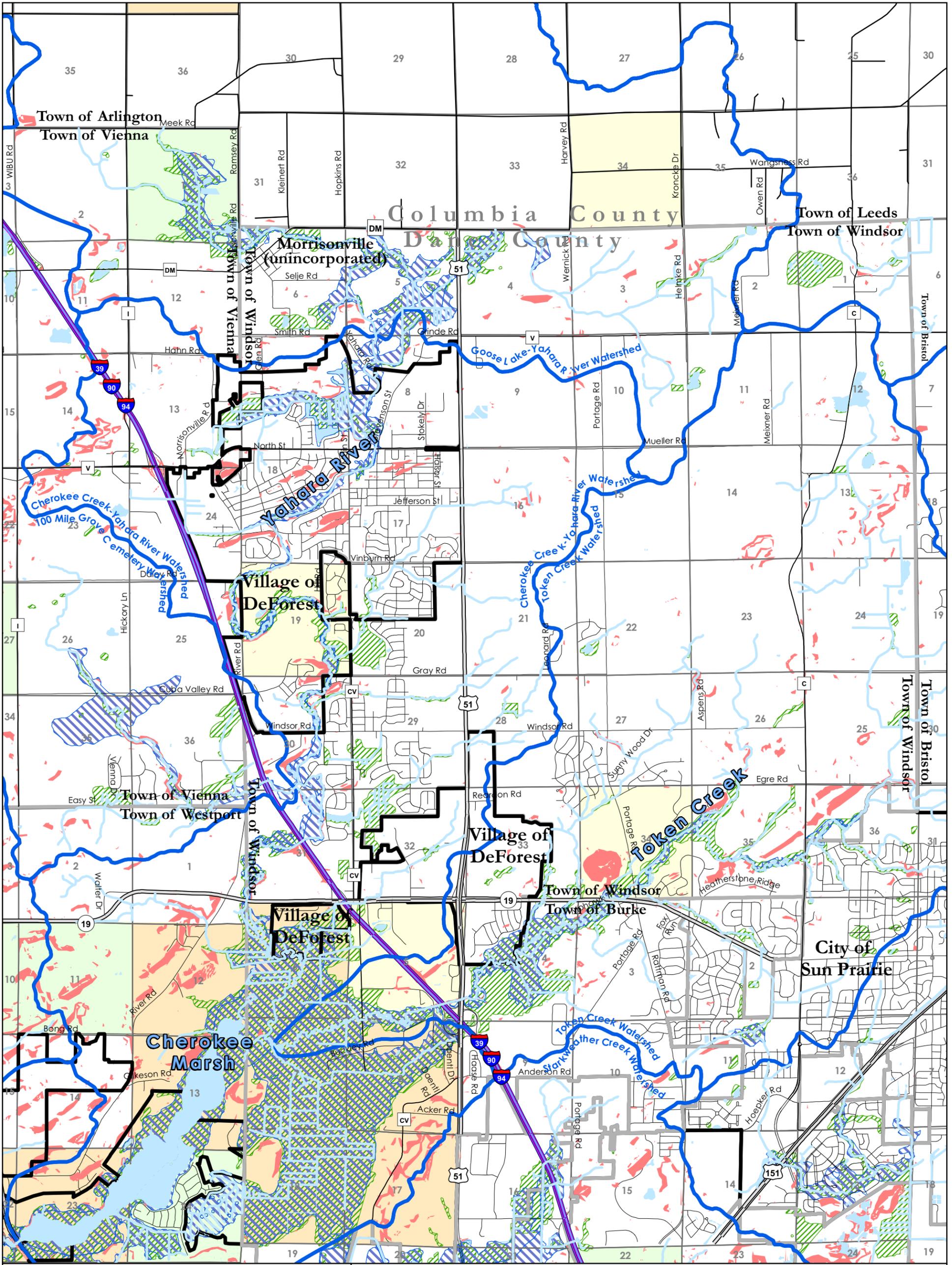


Exhibit 5: Natural Features

Village of DeForest/Town of Windsor Cooperative Plan

Adopted: June 23, 2010
 Created: April 9, 2010

Source: Dane County LIO, Dane County RPC, WI DNR



- Town Boundaries (Jan, 2010)
- City and Village Boundaries (Jan, 2010)
- Sections with Section Numbers
- Interstates
- US and State Hwys
- Local Roads
- Surface Water
- Watershed Boundaries
- 100 Year Floodplain
- WI DNR Wetlands
- Slopes Greater than 12%
- Sections Containing Rare or Endangered Species**
- Aquatic Species
- Terrestrial Species
- Both Types

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

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

(3 pages)

Exhibit 6: Standards for Future Development of Windsor Crossing Site

The following provisions apply to the development known as Windsor Crossing, located on a site in the NE ¼ and SE ¼ of the SE ¼ of Section 29, T9N, R10E, in the Town of Windsor (i.e. all lands south of Windsor Road in Area A on Exhibit 2), and to any substitute or future development proposed on that same site.

- 1) In total, including all phases of development, the total number of housing units on the above described site shall not exceed 392.
- 2) North of the environmental corridor/Windsor Crossing Park (or within the NE ¼ of the SE ¼ of Section 29, T-09-N, R-10-E if the Windsor Crossing development does not proceed), there shall be no greater than 108 housing units and the combined building gross floor area shall not exceed 361,000 square feet.
- 3) If 180,000 square feet of building area north of the environmental corridor/Windsor Crossing Park (or within the NE ¼ of the SE ¼ of Section 29, T-09-N, R-10-E if the Windsor Crossing development does not proceed) is built before the Highway 51/Windsor Road interchange is completed or before North Towne Road is built all the way south to Highway 19, the developer shall at that time commission a professional update to the 2007 traffic impact study associated with the Windsor Crossing development to analyze the then-current performance of the Highway 51/Windsor Road intersection. If the study concludes that the intersection is operating at Level of Service F, per generally accepted traffic engineering standards, then no further building permits will be granted within above-described site until either: (a) the Level of Service rating of that intersection is raised above Level of Service F, or (b) North Towne Road is extended all the way south to intersect with Highway 19.
- 4) South of the environmental corridor/Windsor Crossing Park (or within the SE ¼ of the SE ¼ of Section 29, T-09-N, R-10-E if the Windsor Crossing development does not proceed), no less than 65% of the housing units shall be built and maintained in a combination of single family housing units, condominium housing units, and/or senior housing units, with senior housing units defined as those that meet U.S. Housing for Older Persons Act (HOPA) of 1995 standards.
- 5) There shall be no building permits issued for housing construction south of the environmental corridor/Windsor Crossing Park (or within the SE ¼ of the SE ¼ of Section 29, T-09-N, R-10-E if the Windsor Crossing development does not proceed) until 2011.
- 6) Beginning in 2011, building permits issued for new housing construction south of the environmental corridor/Windsor Crossing Park (or within the SE ¼ of the SE ¼ of Section 29, T-09-N, R-10-E if the Windsor Crossing development does not proceed) shall not result in greater than 50 housing units permitted per year, except that:
 - a) The developer may carry forward any unused housing units under these limits to future years, for example, if there is no housing for which building permits are issued in 2011 within this area, the developer may obtain building permits to construct 100 units within this area in 2012.
 - b) Each restricted senior housing unit that meets U.S. Housing for Older Persons Act (HOPA) of 1995 standards shall be counted as ½ of a housing unit for purposes of calculating the number of units the developer may obtain building permits for in any year after 2011 (based on lower traffic generation by HOPA developments compared to non-restricted senior housing).

- 10) There shall be no housing construction within the single family residential portion of the Windsor Crossing development (or within lands west of the officially mapped North Towne Road within the SE ¼ of the SE ¼ of Section 29, T-09-N, R-10-E if the Windsor Crossing development does not proceed) until at least one public street connection (in addition to any connections to North Towne Road) is built to either the western edge of this area (i.e., the Wolf Hollow connection), the southern edge of this area (i.e., the Acker/Buhler connection), or both if desired by the developer, in locations provided on the attached developer's preliminary plat, or in other locations as may subsequently be approved by DeForest and Windsor if the Windsor Crossing development does not proceed.
- 11) There shall be no more than 20 building permits issued within the single family residential portion of the Windsor Crossing development (or within lands west of the officially mapped North Towne Road within the SE ¼ of the SE ¼ of Section 29, T-09-N, R-10-E if the Windsor Crossing development does not proceed) until at least one full public street connection (in addition to any connections to North Towne Road) is completed and available for cross-traffic between this area and either the Wolf Hollow or Acker/Buhler lands to the west or south, respectively.
- 12) North Towne Road shall:
 - a) Be named exactly "North Towne Road" when it is dedicated, in order to match the name on the segment of North Towne Road to the south that is already dedicated.
 - b) Meet the same design and construction standards as those required for the North Towne Road segment in the North Towne Corporate Park First Addition plat in DeForest.
 - c) Be fully constructed by the developer of the Windsor Crossing site for its full length through the development no later than when the southerly segment of that road is constructed from the Acker/Buhler lands to Windsor Crossing's south property line, and dedicated to the public.
 - d) Generally follow the alignment delineated on the Village's Official Map.
- 13) Prior to the completion of the Highway 51/Windsor Road interchange as part of the Highway 51 reconstruction project, construction traffic associated with the Windsor Crossing development or any substitute or future development shall be routed in a direction that does not use the Highway 51/Windsor Road intersection.
- 14) The Town of Windsor or the developer will have a professional noise study performed as part of DeForest's extraterritorial plat review process, per DeForest's subdivision and development ordinance, with the Town of Windsor or the developer assuming the responsibility for any noise mitigation approaches necessary on the site to meet the recommendations of the noise study.
- 15) The Town of Windsor will adopt, maintain, and follow a set of development design guidelines covering future mixed use, multiple family residential, and commercial development on the Windsor Crossing development site, with such guidelines meeting the following objectives:
 - a) Ensure that all new development creates a vibrant, diverse, sustainable, attractive, and safe Town Center, ensuring both initial and lasting site, building, and neighborhood design.

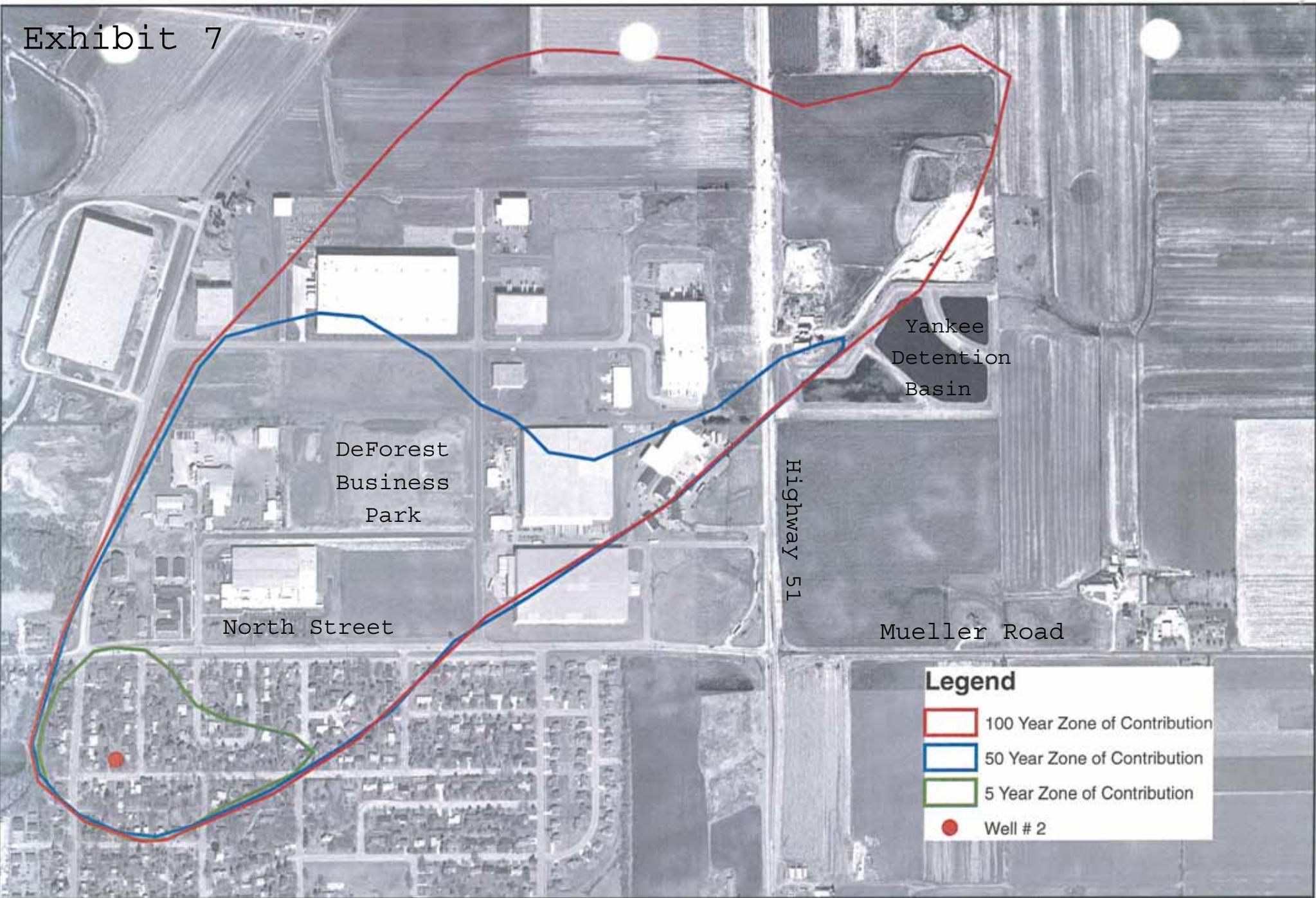
- b) Create meaningful, active, and attractive public places and public streets, along with an interactive social environment which corresponds with the concept of a “Town Center” type development.
 - c) Ensure that the character and quality of future development compliments existing uses, the scale of neighboring development, and Windsor’s overall vision and direction presented through its comprehensive plan.
 - d) Consider flexibility in the design of future buildings and sites on the development site, without compromising the overall development design quality envisioned under the Town of Windsor/Windsor Crossing Master Plan and Design Guidelines, Windsor Crossing Town Center, dated December 11, 2008.
 - e) Create and maintain optimal economic and social value as these areas develop and redevelop over time.
- 16) All development shall be served by public sanitary sewer and water service.

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

Exhibit 7a: DeForest Wellhead Protection Areas

(5 pages)

Exhibit 7



Legend

- 100 Year Zone of Contribution
- 50 Year Zone of Contribution
- 5 Year Zone of Contribution
- Well # 2

Project:
Existing Well #2
Adopted: June 23, 2010

Drafter: JBRE
Date: December 2004
Location: Village of DeForest

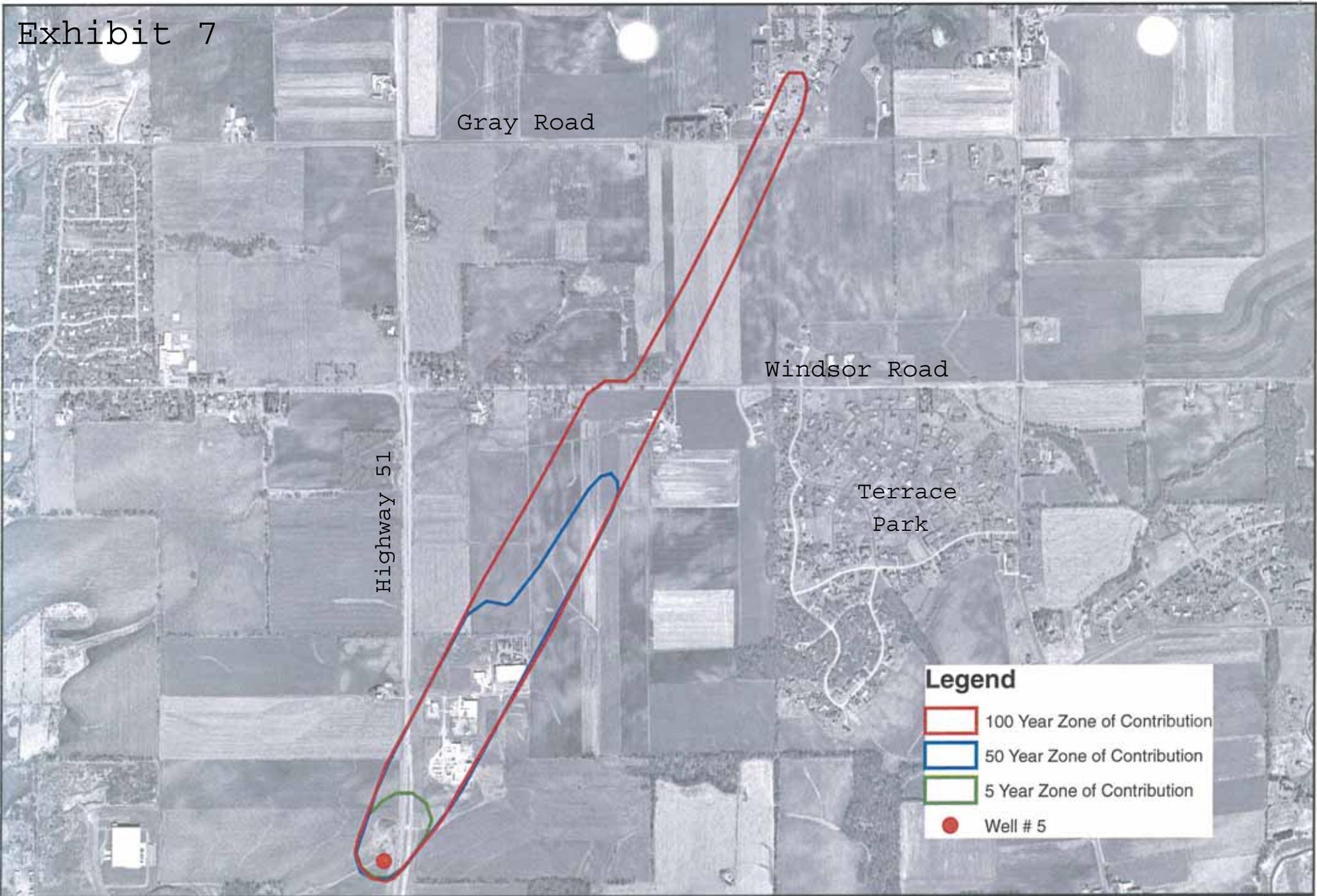
Figure 4A Zones of Contribution

1"=700 Feet

Prepared By:

VIERBICHER
ASSOCIATES
Committed to Quality Service Since 1976

Exhibit 7



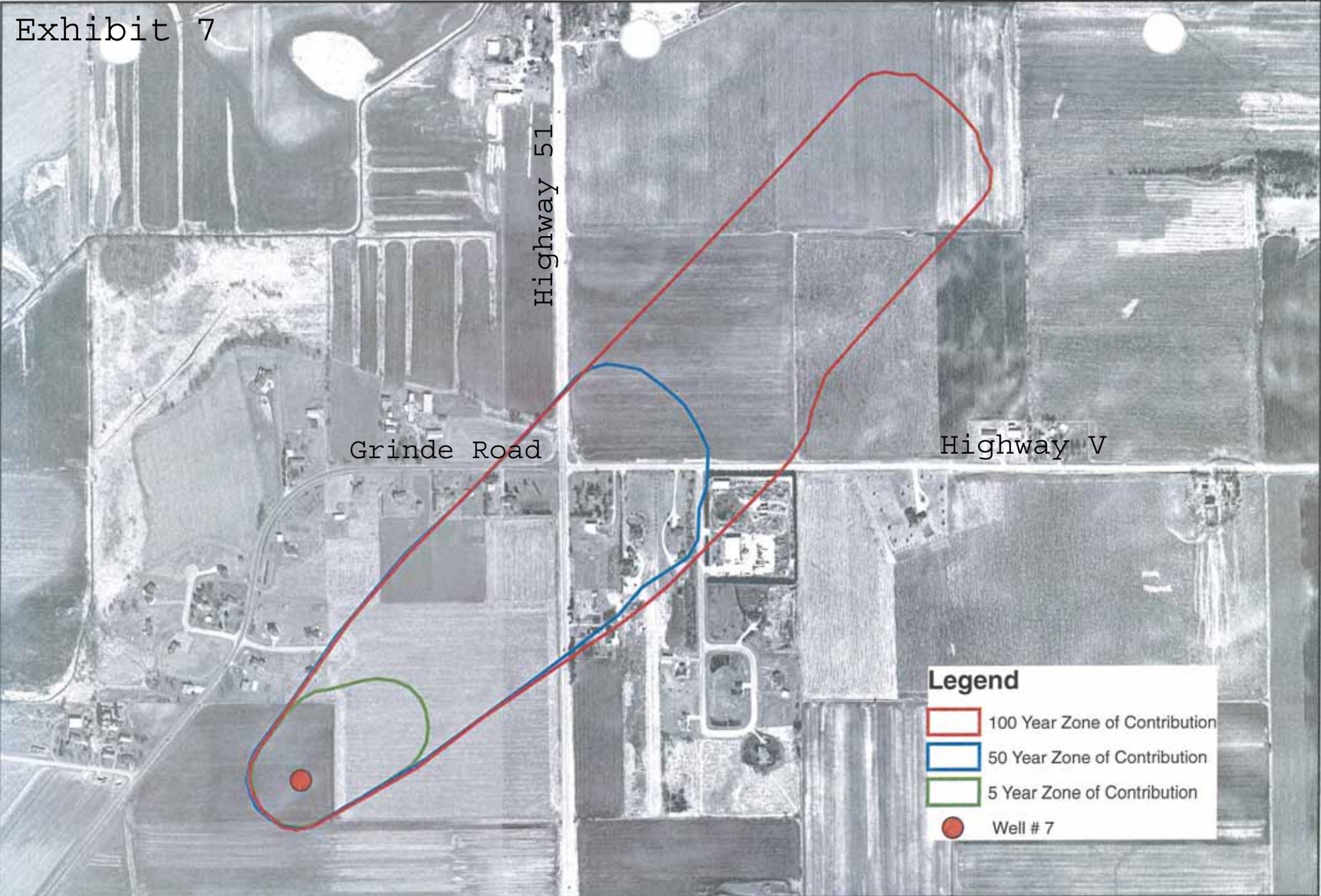
Project:
Well #5 Capwin Site
Adopted: June 23, 2010

Drafter: JBRE
Date: December 2004
Location: Village of DeForest

Figure 4C Zones of Contribution

N
W E
S
1"=1320Feet

Prepared By:
VIERBICHER
ASSOCIATES
Committed to Quality Service Since 1976



Legend

- 100 Year Zone of Contribution
- 50 Year Zone of Contribution
- 5 Year Zone of Contribution
- Well # 7

Project:
Proposed Well #7
Adopted: June 23, 2010

Drafter: JBRE
Date: December 2004
Location: Village of DeForest

Figure 4E
Zones of Contribution


1"=700 Feet

Prepared By:
 **VIERBICHER**
ASSOCIATES
Committed to Quality Service Since 1976

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: Cr. Register, April, 1992, No. 436, _____~~

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 depths 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 registration 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) (b) 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/org/aw/rr> on the DNR's internet site. 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 ½ 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 referred to as "BRRTS," on the DNR's internet site at <http://www.dnr.state.wi.us/org/aw/rr>. 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/org/aw/rr>. 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., 5L, 5LX, 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. Ervay, 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

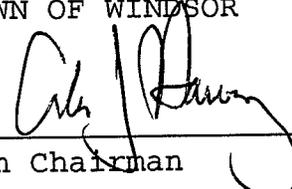
If any provision of this Ordinance is invalid or unconstitutional or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect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

SEC. 3-2-8 Effective Date

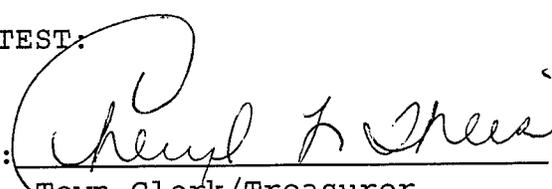
This Ordinance shall become effective following its adoption and publication, as provided for by law.

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

THE TOWN OF WINDSOR

By: 
Town Chairman

ATTEST:

By: 
Town Clerk/Treasurer

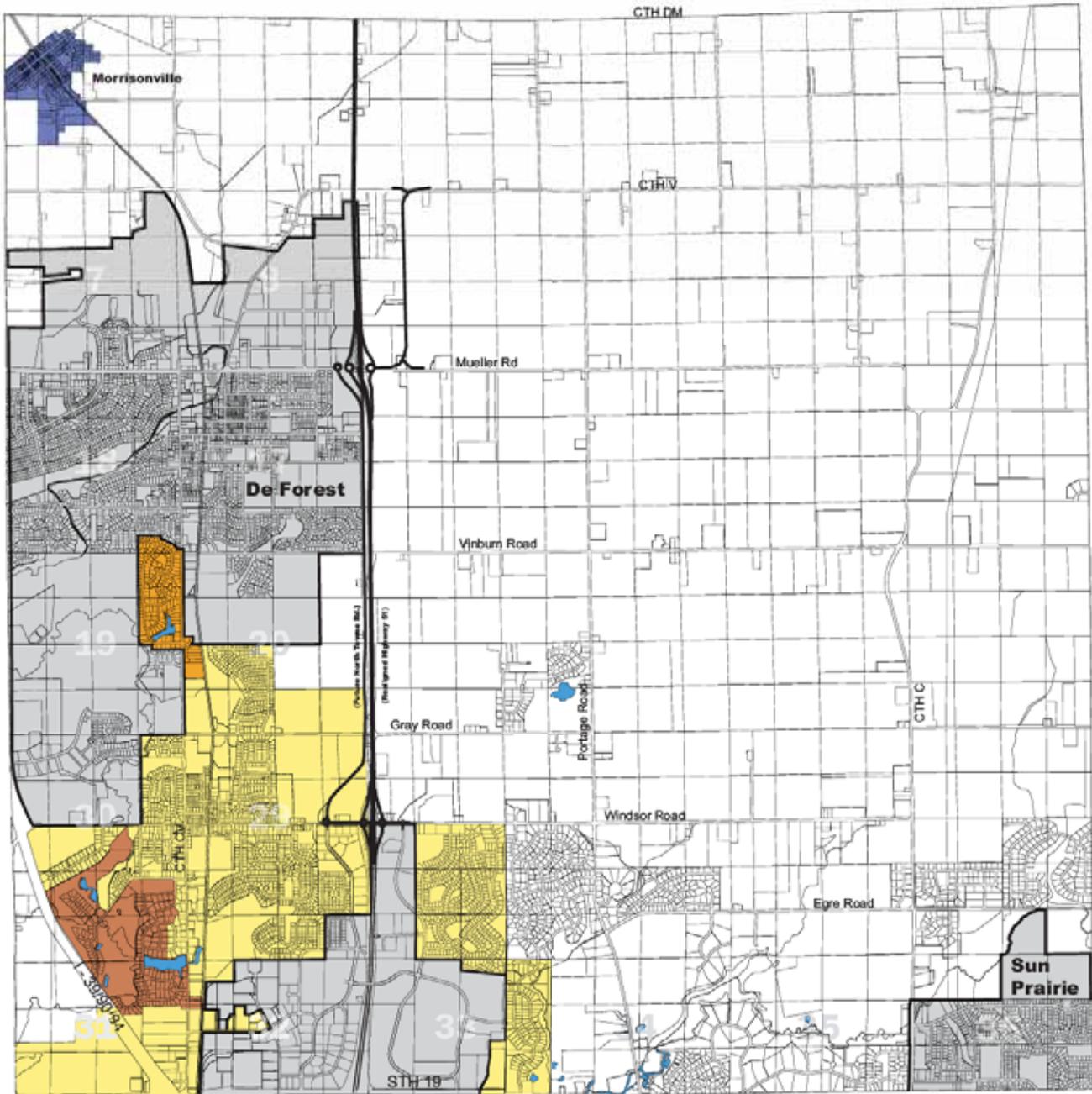
DATE OF PUBLICATION: 8-6, 1998.

**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



Windsor Sanitary District #1



Oak Springs Sanitary District



Lake Windsor Sanitary District



Morrisonville Sanitary District

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

Exhibit 9: Village of DeForest Official Map

(1 page)

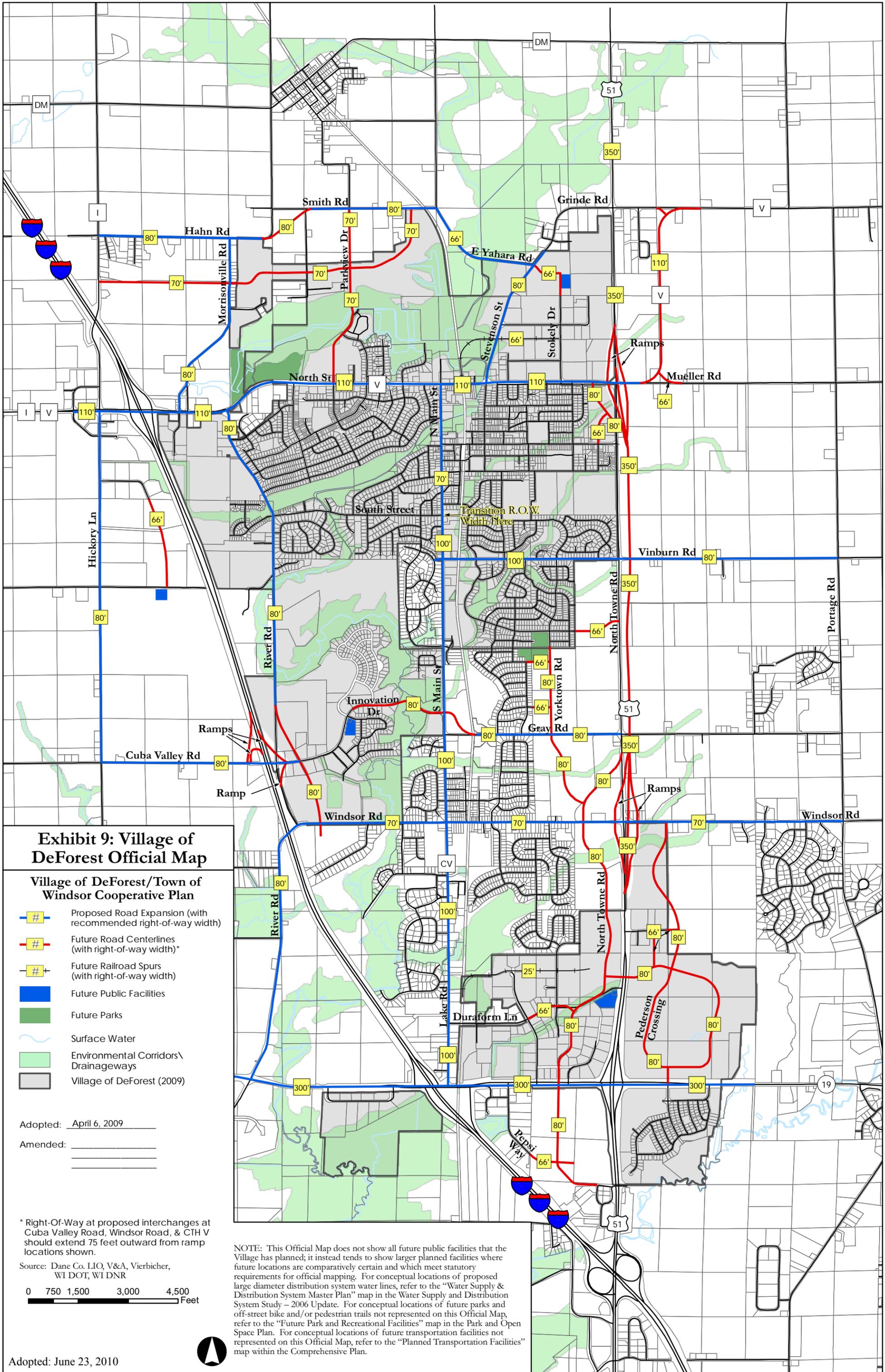


Exhibit 9: Village of DeForest Official Map

Village of DeForest/Town of Windsor Cooperative Plan

- # Proposed Road Expansion (with recommended right-of-way width)
- # Future Road Centerlines (with right-of-way width)*
- # Future Railroad Spurs (with right-of-way width)
- Future Public Facilities
- Future Parks
- ~ Surface Water
- Environmental Corridors\ Drainageways
- Village of DeForest (2009)

Adopted: April 6, 2009
 Amended: _____

* Right-Of-Way at proposed interchanges at Cuba Valley Road, Windsor Road, & CTH V should extend 75 feet outward from ramp locations shown.

Source: Dane Co. LIO, V&A, Vierbicher, WI DOT, WI DNR

0 750 1,500 3,000 4,500 Feet

NOTE: This Official Map does not show all future public facilities that the Village has planned; it instead tends to show larger planned facilities where future locations are comparatively certain and which meet statutory requirements for official mapping. For conceptual locations of proposed large diameter distribution system water lines, refer to the "Water Supply & Distribution System Master Plan" map in the Water Supply and Distribution System Study - 2006 Update. For conceptual locations of future parks and off-street bike and/or pedestrian trails not represented on this Official Map, refer to the "Future Park and Recreational Facilities" map in the Park and Open Space Plan. For conceptual locations of future transportation facilities not represented on this Official Map, refer to the "Planned Transportation Facilities" map within the Comprehensive Plan.

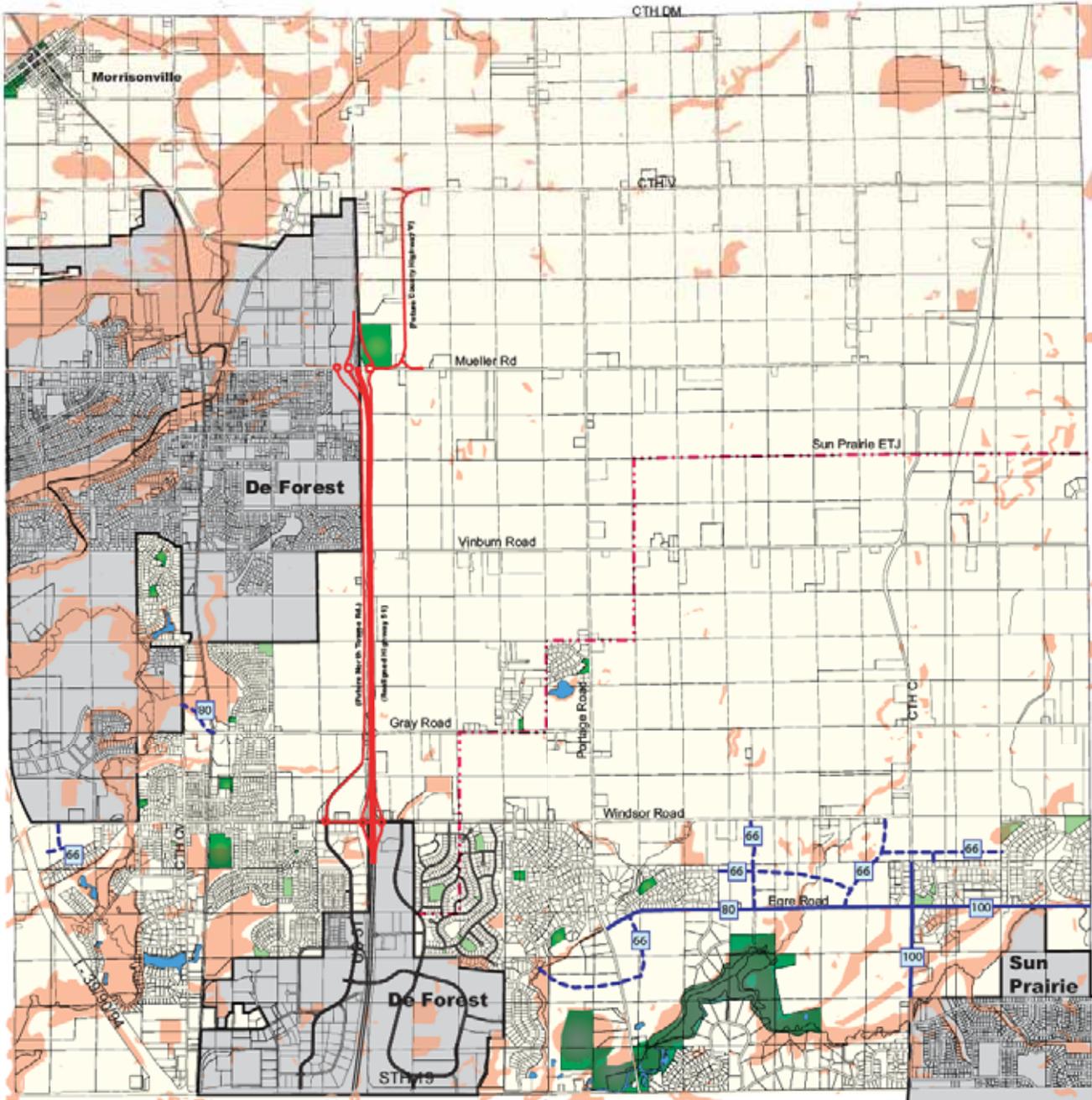


Village of DeForest/Town of Windsor Cooperative Plan

Exhibit 10: Town of Windsor Official Map

(1 page)

Exhibit 10: Town of Windsor Official Map



Town of Windsor Official Map

Approved by Town Board on May 7, 2009

-  Existing Parks
-  Environmental Preservation
-  Environmentally Sensitive Areas
-  Future Parks
-  Future WIDOT Highway 51 Modifications
-  Future Town Roads
-  Future R.O.W. Expansion of Existing Town Road
-  Proposed Right of Way Width (in feet)

NOTE: This map is not intended to show all future public facilities planned by the Town of Windsor. Instead it shows those future facilities of relative importance, which meet State of Wisconsin statutory requirements for Official Mapping.



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

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

(4 pages)

INTERGOVERNMENTAL AGREEMENT

Between

VILLAGE OF DEFOREST TOWN OF WINDSOR

THIS AGREEMENT is entered into by and between the Town of Windsor, Dane County, Wisconsin, a body corporate and politic existing and operating pursuant to Chapter 60 of the Wisconsin Statutes ("Windsor"), and the Village of DeForest, Dane County, Wisconsin, a Wisconsin municipal corporation ("DeForest").

WHEREAS, the Village of DeForest exercises extraterritorial land division review over areas of Windsor within ~~1.5~~^{1.25} miles of the DeForest boundary; and

WHEREAS, §13.13(4) of the DeForest subdivision ordinances limits residential development density in areas not provided with urban levels of law enforcement protection; and

WHEREAS, DeForest has agreed to accept the level of service proposed by Windsor as sufficient to satisfy the needs of the area; and

WHEREAS, §13.13 of the DeForest Municipal Code allows for modification of the development restrictions contained therein by the terms of an intergovernmental agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the authority granted in Wis. Stats. §66.0301, the parties agree as follows:

1. **Definitions.** As used in this Agreement:

- a) "Full-time equivalent," "full-time equivalency" or "FTE" shall mean a full-time employment position as defined by the collective bargaining agreement or adopted policies of the employer applicable to the affected employee.
- b) "Law enforcement officer" shall be defined as provided in §165.85(2)(c), Wis. Stats.
- c) "Municipality" or "Municipalities" shall mean DeForest or Windsor or both, as the context requires.
- d) "Officer" shall mean a law enforcement officer.

2. **Law Enforcement Service Levels - Windsor.** Windsor intends to provide and maintain law enforcement services within the boundaries of Windsor in accordance with the approved Windsor Law Enforcement Methodology dated November 19, 2009, attached hereto as Exhibit A. Windsor further intends to provide and maintain not less than the following number of full-time equivalency law enforcement officers providing service within the boundaries of Windsor at or before the time the population of Windsor reaches the stated numbers:

<u>Windsor Population</u>	<u>Minimum FTE Officers</u>
6,000	3
8,000	4
10,000	5

3. **Law Enforcement Service Levels - DeForest.** DeForest intends to provide and maintain law enforcement services within the boundaries of DeForest at levels recommended by the law enforcement staffing methodology utilized by DeForest on the date of this Agreement.
4. **Qualifying Law Enforcement Services.** The following provisions shall apply to determine the level of law enforcement services being provided by Windsor or DeForest during the term of this Agreement.
 - a) Local service. Law enforcement officers shall be deemed to be provided by Windsor or DeForest only if they are employed by the respective municipality or they are serving under a contract to which the municipality is a party with another law enforcement agency for primary service to that municipality, and are actively deployed to provide law enforcement services. Primary service to a municipality shall include any of the following:
 - i) Law enforcement services provided during a scheduled shift within the boundaries of a municipality, provided that the municipality is obligated to pay for the services at that time. Obligations of property owners to pay county or other taxes shall not be deemed obligations of the municipality.
 - ii) Services provided outside of the municipal boundaries if they otherwise meet the criteria of subpar. (i) and involve one or more of the following:
 - (1) The investigation of a violation of a statute or ordinance committed within the employing municipality.
 - (2) The pursuit or apprehension of a person suspected of violating a statute or ordinance within the employing municipality.
 - (3) Assistance provided to another law enforcement agency pursuant to a customary mutual aid request.
5. **Comprehensive Plan Amendments.** Each party shall, not later than March 31, 2010, adopt an amendment to its respective comprehensive plan under §66.1001 to incorporate the law enforcement standards adopted by that municipality. The standards approved by each municipality from time to time shall be included in all future comprehensive plans, and amendments thereto, adopted by either party during the term of this Agreement.
6. **Contract Review.** With the consent of the County of Dane and the Dane County Sheriff, Windsor shall amend its law enforcement services contract with Dane County and the Dane County Sheriff to include a provision requiring joint annual review by the parties thereto which shall include an evaluation of Windsor's law enforcement needs for the ensuing three-year period. Such provision shall be included in all contracts by which Windsor provides law enforcement services. A copy of the contract, and all amendments thereto, shall be provided to DeForest promptly upon execution.
7. **Notification of Adopted Standards.** Annually, on or before April 30 of each year, each municipality shall provide the other with an adopted resolution of its governing body setting forth the number of full-time equivalency law enforcement officers it intends to employ for the 12-month period beginning May 1 of that year.

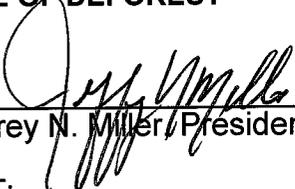
8. **Development Standards.** Windsor will submit a proposed initial contract amendment to the existing law enforcement services contract incorporating the pertinent requirements of this Agreement to the County of Dane and the Dane County Sheriff. When the proposed contract amendment is approved and executed by all parties and received from Dane County, Windsor will provide DeForest with a copy. Upon receipt by DeForest of the executed initial contract amendment meeting the requirements of sec. 6, the provisions of §13.13(4) of the DeForest Municipal Code shall not apply to subdivision developments in Windsor. Nothing in this Agreement shall be construed as an agreement to approve any application for a land use approval, nor as a waiver of any provision contained in an applicable statute, ordinance, official map or comprehensive plan other than §13.13(4) of the DeForest Municipal Code.

9. **General Provisions.**

- a) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to modification of the requirements of §13.13(4) of the DeForest Municipal Code and the provision of law enforcement services by either party, and this Agreement supersedes any and all oral representations and negotiations between the municipalities.
- b) Other Agreements. Except as expressly provided herein, nothing in this Agreement is intended to modify or affect any other agreements between the parties and such agreements shall continue in effect according to their terms.
- c) Amendment. This Agreement shall not be amended except in writing and with the approval of the governing bodies of both parties.
- d) Term. This Agreement shall be effective for a period of ten (10) years from the effective date as provided herein.
- e) Severability. The various terms and provisions of this Agreement are interdependent and are not intended to be severable. If any term or provision of this Agreement shall be deemed invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall be similarly deemed unenforceable.
- f) Third-Party Beneficiaries. This Agreement is intended to benefit the Village of DeForest and the Town of Windsor only. No third party, including any individual resident or owner of any property within the boundaries of either of the parties, shall have any right to enforce this Agreement or claim any right hereunder.
- g) 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.
- h) Effective Date. This Agreement shall be effective upon execution by all parties.

[Signature blocks appear on the following page]

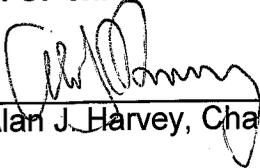
VILLAGE OF DEFOREST

By:  12.8.09
Jeffrey N. Miller, President (date)

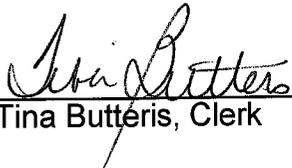
ATTEST:

 12.8.09
LuAnn Leggett, Clerk (date)

TOWN OF WINDSOR

By: 
Alan J. Harvey, Chairperson (date)

ATTEST:

 12.17.09
Tina Butteris, Clerk (date)

**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

a lease agreement entered into between the parties dated Jan 13th, 199~~6~~⁷. 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

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:

Lee Gantner 1/13/97
Village President (date)

John Marley 1-10-97
Village Clerk (date)

TOWN OF VIENNA

By:

Carl E. Thomas 1-13-97
Town Chairperson (date)

Robert P. Parnham 1-13-97
Town Clerk (date)

TOWN OF WINDSOR

By:

Wm. H. Harty 1/16/97
Town Chairperson (date)

Kenel Sherris 1-17-97
Town Clerk (date)

TOWN OF LEEDS

By:

Robert Stattenberg
Town Chairperson (date)

Mary Ann Miller 2-4-97
Town Clerk (date)

TOWN OF HAMPDEN

By: John L. Trapp 1-15-97
Town Chairperson (date)
Loris G. Martens 1/15/97
Town Clerk (date)

DEFOREST VOLUNTEER FIRE/RESCUE DEPARTMENT

By: Joe Ridew 1/16/97 Fire Chief (date) Angela Reigstad 1-16-97 EMS Chief (date)
Jeff Miller 1-16-97 Fire Dept. Secretary (date) John Henry 1-16-97 1st Assistant Chief (date)
John M. Walsh 1-16-97 2nd Assistant Chief (date) Steven D. Meurer 1-16-97 Fire Dept. Treasurer (date)

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\WP\DF\FIREAGR

Village of DeForest/Town of Windsor Cooperative Plan

Exhibit 13: Intergovernmental Agreement on Inter municipal 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.

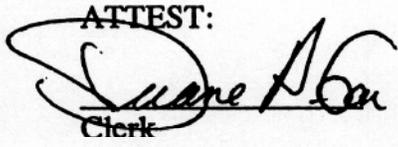
(c) This agreement may be amended only in writing in the same manner as this agreement was adopted.

(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.

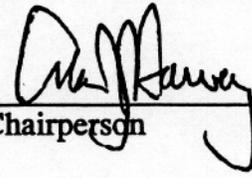
VILLAGE OF DEFOREST

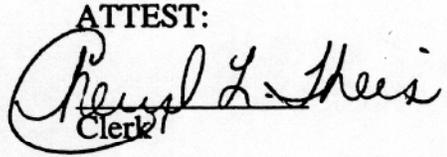
By: 
President

ATTEST:

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: 
Chairperson

ATTEST:

Clerk

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

TOWN OF VIENNA

By: *M. Mint Koch*
Chairperson

ATTEST:

Robert Palmemacher

Clerk

c:\wpwin\larry\deforest\senior.sgr

**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 20th 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

Joint Municipal Court Agreement

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.

Joint Municipal Court Agreement

- 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 other 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.

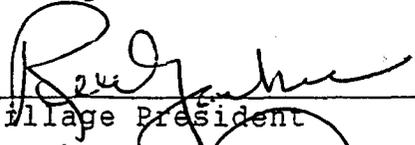
- E) Enforcement. If either party is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if that party prevails in the litigation or arbitration, the other party shall pay the prevailing party all related costs including reasonable attorney's fees and expert witness 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

Village of DeForest



 Town Chairperson



 Village President



 Town Clerk



 Village Clerk

Joint Municipal Court Agreement

**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 N. 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;

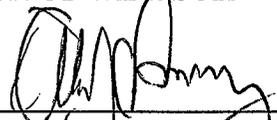
NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Windsor, that:

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

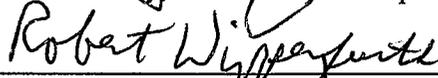
- (d) The Capital Area Regional Planning Commission and the Dane County Department of Planning and Development.

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.

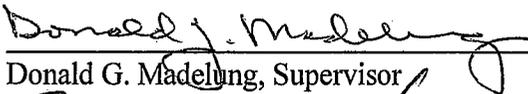
TOWN OF WINDSOR



Alan J. Harvey, Town Board Chairperson



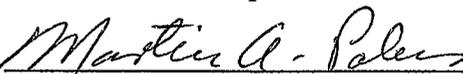
Robert E. Wipperfurth, Supervisor



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 66.03.07. 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. Holum 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

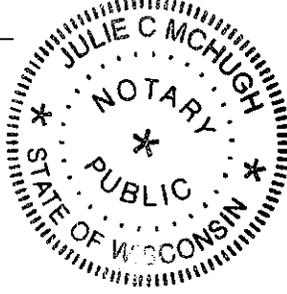
Sun Prairie Planning & Zoning
Scott Kugler, Director of Planning
300 E. Main Street, 2nd Floor
Sun Prairie, WI 53590

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

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

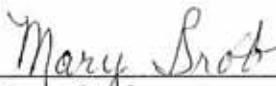
AFFIDAVIT OF MAILING

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 5th day of March 2010.



Tina Butteris
Finance Officer/Clerk/Treasurer

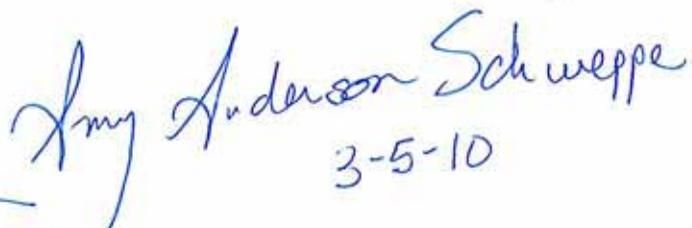


Mary Grob
Administrative Assistant

Attest:



Amy Anderson Schweppe
Operations Manager


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 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. Holum 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, 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 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 ✓
Julee 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 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 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

Village of DeForest ✓
LuAnn Leggett, Clerk
306 DeForest St.
PO Box 510
DeForest, WI 53532

Columbia County Zoning Department ✓
John Bluenke
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

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

12

Village of DeForest/Town of Windsor Cooperative Plan

**Exhibit 17: Resolutions Indicating Adoption and
Authorizing Transmittal of the Cooperative Plan
to the State**

(3 pages)

RESOLUTION 2010-057

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

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

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

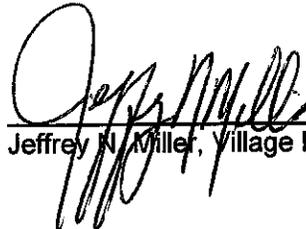
WHEREAS, the Village and Town held a joint public hearing on the Cooperative Plan on May 12, 2010, to solicit input on the proposed Plan, in accordance with §66.0307(4)(b), Wis. Stats.; and

WHEREAS, the Village and Town have considered all comments received at the public hearing or in writing within 20 days following the close of the public hearing and have made certain changes to the Cooperative Plan in response to those comments;

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

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

Adopted this 23rd day of June, 2010.



Jeffrey N. Miller, Village President

ATTEST:



LuAnn Leggett, Village Clerk

RESOLUTION 2010-17

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

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

WHEREAS, the Cooperative Plan, if approved, will replace an existing boundary agreement negotiated between the Town of Windsor and the Village of DeForest pursuant to Wis. Stats. § 66.0301(6); and

WHEREAS, the Town of Windsor and the Village of DeForest held a joint public hearing on May 12, 2010 to consider comments on the draft Cooperative Plan; and

WHEREAS, the Town of Windsor and the Village of DeForest have considered any written comments submitted to either municipality before, at or within 20 days following the May 12, 2010 hearing; and

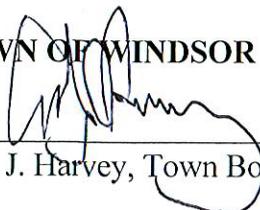
WHEREAS, the Town of Windsor and the Village of DeForest have agreed to revise the Cooperative Plan in response to written comments submitted concerning the Cooperative Plan;

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

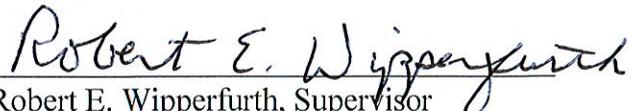
BE IT FURTHER RESOLVED that the Town Board hereby directs all necessary staff to participate in the submission of the final version of the Cooperative Plan to the Wisconsin Department of Administration for approval and to take any other steps deemed necessary by the Windsor Town Attorney in obtaining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

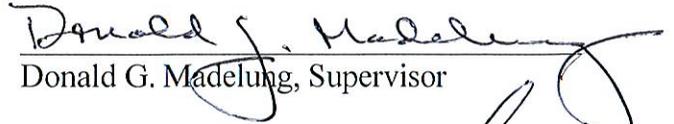
The above and foregoing Resolution was duly adopted at a special meeting of the Town Board of the Town of Windsor on the 23rd day of June, 2010.

TOWN OF WINDSOR



Alan J. Harvey, Town Board Chairperson


Robert E. Wipperfurth, Supervisor


Donald G. Madelung, Supervisor


Bruce R. Stravinski, Supervisor


Martin A. Palus, Supervisor

ATTEST:



Tina A. Butteris
Finance Officer/Clerk-Treasurer

4817-5274-7014, v. 1

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

**Exhibit 18: Analysis of Public Hearing
Comments**

(24 pages)

Luann Leggett

From: Michael Centinario
Sent: Thursday, April 22, 2010 11:35 AM
To: Luann Leggett
Subject: FW: V. Plan Amendments

Please see the email below. Mr. Scepanski wishes that his comments be included for the May 12th public hearing.

From: John Scepanski [mailto:scepanskijc@hotmail.com]
Sent: Tuesday, April 20, 2010 6:28 PM
To: Michael Centinario
Subject: V. Plan Amendments

Michael, below you will find some comments I would like to submit to be included at the May 12th public hearing on the proposed amendments to the village and town comprehensive plans. I do not intend to attend in person. Thank you. John

I've read the proposed amendments and I think that for the most part they are pretty useful*.

The one section that I am not so sure about comes under the heading "I. TEXT AMENDMENTS To address Housing Mix Consistency Issues, Amend Policy 3d on Page 106."

The language I am not so sure of is, "For lands that are both within the Town of Windsor and the Northern Urban Service Area boundary, instead advance a policy whereby a minimum of 70% single family detached units will be required, with a maximum of 30% two-family and multi-family dwellings combined, WHICH WILL BE MEASURED ACROSS THE ENTIRE PORTION OF THE NORTHERN URBAN SERVICE AREA THAT IS WITHIN THE TOWN, RATHER THAN ON A NEIGHBORHOOD-BY-NEIGHBORHOOD BASIS, CONSISTENT WITH WINDSOR COMPREHENSIVE PLAN POLICIES." (my capitalization for emphasis)

This language seems to me to defeat the purpose of the "Planned Neighborhood" concept. In the DeForest Blueprint Plan, a Planned Neighborhood is defined as "a carefully planned mix of primarily single-family residential development, including some two-family, mixed residential, and neighborhood commercial uses consistent with the residential character of the area and retaining the Village's existing balance of residential types."

It seems to me that if the plan language is amended to allow the Planned Neighborhood concept to be "measured across the entire portion of the Northern Urban Service Area that is within the Town, rather than on a neighborhood-by-neighborhood basis," then it might result in larger-than-intended clusters of "two-family, mixed residential, and neighborhood commercial uses." Picture, if you will, apartment complexes or shopping malls.

*Other than that, I like the ideas of

- Planned Neighborhoods
- comprehensive range of law enforcement services both inside and outside the boundaries of the Village
- agricultural preservation
- A-1 Exclusive agricultural zoning with a 1 per 35 density policy
- a logical pace, pattern, and character of development that considers transportation, utilities, natural resources, and School District needs

- compliance with the applicable Farmland Preservation Program requirements
- long-term separation between the Village of DeForest and the Morrisonville hamlet; and
- joint utilities systems.

These are all good, joint policies for the Windsor-DeForest cooperative agreement and boundary agreement that are making their way through the DAWN process.

Respectfully Submitted,

John Scepanski
732 DeForest St.
DeForest, WI 53532

From: Michael Centinario
Sent: Tuesday, May 04, 2010 1:32 PM
To: Luann Leggett; Mark Roffers
Subject: FW: cooperative agreement pubic hearing

Good afternoon LuAnn and Mark,

I just received an additional, extended comment from resident John Scepanski. Apparently this was posted at the Times-Tribune as well. Please see below.

Mike

From: John Scepanski [mailto:scepanskijc@hotmail.com]
Sent: Tuesday, May 04, 2010 1:25 PM
To: Michael Centinario
Subject: FW: cooperative agreement pubic hearing

Michael,

Below is a posting on my blog at the DeForest Times-Tribune. Will you please include it as written testimony at the public hearing May 12th? The gist of it is the last sentence:

The village board should back down from its stand against Bear Tree, and the cooperative agreement should be modified accordingly.

As I said before, I will not be there in person but would appreciate it if you would add this to the written testimony.

Thank you,

John Scepanski

Tuesday, May 04, 2010

Bear Tree & Community

John Scepanski

I've been trying to make some sense of this Bear Tree subdivision problem that has been in the Times-Tribune news, in reference to the land use disputes between DeForest and Windsor. Three seemingly disparate sources come to mind: 1) Bill & Hillary Clinton, 2) Howard Zinn, and 3) Leviticus 25.

The Clintons represent for me what has become more or less my political philosophy, that of the "New Democrat." One of the salient features of (what shall we call it?) "Clintonian Democracy" or "New Democratism" is the recognition of the usefulness and uncanny power of the free market, capitalist system. It is ironic, I know, to link a strong segment of the Democratic Party with free market capitalism, given the extremes we are subjected to in the political news from the "pundocracy." The end of this recognition of the good power of capitalism is to further the common good of the community, be that community the world, the nation, or the region (say, the school district, the village, and the town).

Howard Zinn is the author of A PEOPLES HISTORY OF THE UNTIED STATES. He died a few months go, prompting accolades from political and economic progressives everywhere. Most of us had never heard of Howard Zinn, because he came from the dissident far left. Mr. Zinn was a professor of history, an activist, and the author of many books and articles besides A PEOPLES HISTORY. He viewed current affairs and the affairs of history from the perspective of common humanity.

Leviticus 25 is the Old Testament chapter concerned with the equitable distribution of property in ancient Israel. It

is where you go to find out about the "Year of Jubilee," when all deals, loans, debts, etc., were cancelled and original ownership restored. A footnote in my Bible alleges that there is no evidence that the year of jubilee was ever implemented in ancient Israel and that it was in any case difficult, if not impossible, to enforce. God's law and human law are often at odds.

The DeForest Times-Tribune reports in its top-of-the-fold front page article April 29th that the DeForest village board voted 5-1 on April 19th to deny approval of the plat for the Bear Tree development. Developers of Bear Tree, Dwight Zeigler and Curt Jahn, are reported to see no recourse but to sue. Mr. Zeigler is reported to have said, "And we will sue for damages if we don't get our plat approval from the village of DeForest." Damages are estimated at 40 million dollars. That's a lot of damage.

Bear Tree is in both the physical town of Windsor and the extra-territorial zoning jurisdiction of the village of DeForest. The town has approved the Bear Tree plat and it fits within the town's master plan. The hopeful cooperative agreement between the town and the village brokered by the DAWN (DeForest And Windsor Now) group goes to public hearing May 12th, and it contains a provision that would block Bear Tree for at least ten years. The school district and Superintendent John Bales have educated us on the realities of the school district budget and its relationship to Bear Tree and other development that will add to the numbers of students in the district. We need more student population in order to qualify for more funds from the state in the form of state aids to local school districts.

I know both Curt Jahn and Dwight Zeigler to be good men of community spirit, so I assume of them that their motives include the good of the community, as well as personal profit. That is where Clintonian New Democratism shines. See above. I am sure that Mr. Jahn's and Mr. Zeigler's intentions are BOTH community and personally motivated. The good of one complements the good of the other. It is sort of a uniquely American hybrid of communitarianism. The private developers' good contributes to the school district good, both of which contribute to the regional good of the village, the town, and the school district.

For these rather complicated reasons, I come down on the side of approval in a timely fashion of the plat proposal for Bear Tree subdivision. By doing so I violate my own principle of opposition to any further residential development in DeForest and its surrounding townships. There is a give-and-take in my own mind about this. I understand both sides' points of view. I've been there before on other land use decisions on both sides.

While Bear Tree might not be my idea of the best, I think I've learned something valuable from the Clintons' successor, Barack Obama, "Do not let the perfect be the enemy of the good." The village board should back down from its stand against Bear Tree, and the cooperative agreement should be modified accordingly.

From: Kevin W. Richardson [mailto:kevin.richardson@tds.net]
Sent: Tuesday, May 04, 2010 12:37 PM
To: John Scepanski
Cc: Mark Roffers
Subject: DeForest-Windsor Cooperative Plan comments

Dear Mr. Scepanski,

Thank you for your comments regarding the DeForest-Windsor Cooperative Plan. I will be addressing your comments which are reproduced below inside of the brackets.

[The one section that I am not so sure about comes under the heading "I. TEXT AMENDMENTS To address Housing Mix Consistency Issues, Amend Policy 3d on Page 106."

The language I am not so sure of is, "For lands that are both within the Town of Windsor and the Northern Urban Service Area boundary, instead advance a policy whereby a minimum of 70% single family detached units will be required, with a maximum of 30% two-family and multi-family dwellings combined, WHICH WILL BE MEASURED ACROSS THE ENTIRE PORTION OF THE NORTHERN URBAN SERVICE AREA THAT IS WITHIN THE TOWN, RATHER THAN ON A NEIGHBORHOOD-BY-NEIGHBORHOOD BASIS, CONSISTENT WITH WINDSOR COMPREHENSIVE PLAN POLICIES." (My capitalization for emphasis).

This language seems to me to defeat the purpose of the "Planned Neighborhood" concept. In the DeForest Blueprint Plan]

My reply to your comments:

A goal of the DeForest-Windsor cooperative planning effort has been to align the comprehensive plans of the two communities as much as possible. In many instances, this involves plan amendments that will involve adopting nearly identical plan language; in some instances, current DeForest plan policies are being used in proposed plan amendments, in other instances Windsor provisions are being utilized, and in some areas completely new joint language has been developed.

In short, the process of aligning the two respective comprehensive plans has not meant, in all instances, adopting identical language, for historical reasons, because the plans are formatted differently, or because of genuine community differences that are being acknowledged. You have identified one such area - the method of determining the appropriate mix of housing types. At the joint DeForest/Windsor Plan Commission meeting in March, I made the statement that the two plans essentially are accomplishing the same thing in terms of housing mix they are just accomplishing the goal by different methods. Here are the reasons for the difference:

1. Historically, Windsor has averaged density and housing types over the entire urban service area that is in Windsor instead of strictly by individual development project.

This is the approach that has been in place for many years. This has made sense for Windsor because, compared to DeForest, its developments are much smaller in size than many projects in DeForest. For example, Windsor's Wolf Hollow, Prairie Creek and Holland Fields projects combined are still smaller than DeForest's Conservancy Place. Windsor's preferred approach thus allows the appropriate balance to be struck, just as DeForest is able to do within its large integrated projects.

2. In reality, this different approach—which is being proposed for DeForest's review of future Windsor projects—does not make much of a practical difference in terms of future Windsor housing mix or the concentration of any one type of housing. This is because the development parameters and housing mix of pending projects in Windsor (Windsor Corners, Lake Windsor Country Club, Windsor Crossing, etc) have already been specifically agreed upon between DeForest and Windsor as part of this planning process. Beyond those projects, Windsor has very limited potential future areas for intensive development, and many of these areas (such as between Gray and Windsor Roads) are planned for mostly single family.

Kevin Richardson, PE, BCEE
Town Engineer
Town of Windsor
4084 Mueller Road, DeForest, WI 53532
Office: (608) 846-3854
Cell: (608) 628-2788

IMPORTANT NOTICE:

This communication including any attachments, (E-mail) is confidential and may be proprietary, privileged or otherwise protected from disclosure. If you are not the intended recipient, please notify the sender, permanently delete this E-Mail from your system and destroy any copies. Any use of this E-Mail, including disclosure, distribution or replication, by someone other than its intended recipient is prohibited.

This E-Mail has the potential to have been altered or corrupted due to transmission or conversion. It may not be appropriate to rely upon this E-Mail in the same manner as hardcopy materials bearing the author's original signature or seal.

Town Board

John A. Van Dinter, Chair
Terry Enge
Kenneth R. Sipsma
Brad G. Robinson
William B. von Rutenberg



Town of Westport

Kennedy Administration Building
5387 Mary Lake Road
Waunakee, WI 53597
Office: (608)849-4372 * Fax: (608)849-9657
www.townofwestport.org

Thomas G. Wilson
Attorney/Administrator/Clerk-Treasurer

Robert C. Anderson
Utility, Finance & IS Manager

Debra J. Flynn
Executive Assistant

April 26, 2010

Michael Centinario
Village Planner
Village of DeForest
306 DeForest Street
DeForest, WI 53532

BY E-MAIL ONLY

Erin Ruth
Town Planning Consultant
Town of Windsor
5126 W. Terrace Drive, Ste. 111
Madison, WI 53718-8346

Re: Village of DeForest/Town of Windsor
Comprehensive Plan Amendments

Dear Michael and Erin:

I am the Town of Westport Attorney/Administrator/Clerk-Treasurer. At its regularly scheduled meeting held on April 19, 2010, the Town Board of the Town of Westport reviewed the Comprehensive Plan Amendments for the Village of DeForest and Town of Windsor. The Board had some comments on the cooperative comprehensive plan and asked that I write to provide them. This is the purpose of this letter.

The Town Board made a few recommendations for the public hearing to be held on May 12, 2010. Initially, the Westport Board commends DeForest and Windsor for doing this cooperative planning after so many years of conflict. DeForest and Windsor working together is a strong signal of hope for even more welcome cooperation in our region north of Lake Mendota. As recommended in the Plans, Westport and the Village of Waunakee would certainly also want to work together with DeForest and Windsor and welcome contacts to do so.

4/26/10

Page 2

Village of DeForest/Town of Windsor
Comprehensive Plan Amendments

However, there was one portion of the Plans that Westport's Board wished both communities will reconsider. The Board recommended considering removal of the mixed use residential element along River Road near the intersection with Easy Street at the western edges of the Plans. This is the only area inconsistent with Waunakee's and Westport's Comprehensive Plans and the Waunakee/Westport Joint Comprehensive Plan. The Westport Board feels this area should remain agricultural or rural preservation as shown in the current DeForest comprehensive plan. Please consider revising this portion of your Plans to be consistent with DeForest's current Plan.

Thank you for your consideration. Please contact me with any questions you may have regarding this matter.

Very Truly Yours,



Thomas G. Wilson
Attorney/Administrator/Clerk-Treasurer

TGW/df

cc by e-mail only:

John Van Dinter, Town of Westport Chair
Town Board, Town of Westport
John Laubmeier, Village of Waunakee President
Kevin Even, Village of Waunakee Engineer and Public Works Director
Jeff Miller, Village of DeForest President
Steve Fahlgren, Village of DeForest Administrator
Alan Harvey, Town of Windsor Chair
Tina Butteris, Town of Windsor Clerk/Treasurer

*Ripp Farm Real Estate LLC
c/o Marilyn Kozak
6561 Wendell Way
DeForest, WI 53532
(608) 846-3498*

April 20, 2010

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

Luann Leggett, Clerk
Village of DeForest
306 DeForest Street
DeForest, WI 53532

Re: Comments/Questions – Intergovernmental Boundary Agreement

Dear Ms. Butteris & Ms. Leggett:

Our property, Ripp Farm Real Estate LLC, is proposed to change jurisdiction from Windsor to DeForest at development under the terms of the Intergovernmental Boundary Agreement. This was proposed to us during the 2004 Settlement Agreement between DeForest and Windsor and it also is on page 64 of the Town of Windsor Comprehensive Plan of 2005. We have been aware of this decision since these agreements were approved by their various governing bodies. But, we do have two items that we would like addressed.

1 - Our property is divided into four parcels. Should one or more parcels be sold for development, we interpret that the remaining undeveloped parcels would remain in the Town of Windsor and the developing parcel (s), would be in the Village DeForest. We just want to be clear on what would happen should there be partial development.

2 - We are in the dark on what the DOT has proposed for the Vinburn Road interchange. The last we knew it was to be a half-diamond. Has this changed as we see the zoning for the land on the southwest corner of Vinburn and USH 51 is part of the amendments to change the zoning from Planned Mixed Use (DeForest) to Planned Neighborhood (Windsor)? Did the DOT plan change from what we knew? They have never contacted us.

April 20, 2010
Page 2

We look forward to your responses.

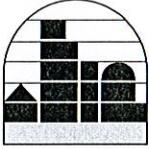
Respectfully submitted,

A handwritten signature in cursive script that reads "Marilyn K. Kozak".

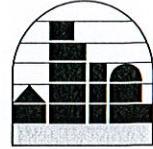
Ripp Farm Real Estate LLC
Marilyn K. Kozak, Managing Partner

Diane Tupper
Carol Ripp

TOWN OF WINDSOR



4084 Mueller Road, DeForest, WI 53532
◆ Phone (608) 846-3854 ◆ Fax (608) 846-2328
◆ www.ci.windsor.wi.us



May 6, 2010

Marilyn K. Kozak
Managing Partner
Ripp Farm Real Estate LLC
6561 Wendell Way
DeForest, WI 53532

Dear Ms. Kozak,

Re: Comments/Questions -Intergovernmental Boundary Agreement

It was a pleasure to meet with you and your sister Diane on April 28, 2010 at DeForest Village Hall; Mark Roffers, the Village of DeForest Planning Consultant, was also at the meeting. At the meeting we discussed the questions you raised in your April 20, 2010 letter regarding the pending DeForest/Windsor Cooperative Plan. I am writing this letter to summarize our discussion.

1. You asked what part of your family's land would be attached to the Village under the provisions of the Cooperative Plan if only a part (e.g., one 40 acre tax parcel) was proposed for development. Under the provisions of the proposed cooperative plan, even though your land is divided into four tax parcels, one entity owns all four parcels and for development purposes if one of those tax parcels (or a portion of it) develops at a density greater than one residential unit per 35 acres of ownership, all four tax parcels would be attached to the Village of DeForest at that time. Undeveloped land that is used for agriculture after it is attached to the Village of DeForest would continue to be assessed for tax purposes as agricultural land, provided that Wisconsin's "agricultural use value" tax law remains in place.
2. You asked about the proposed change in the Village's Comprehensive Plan, which would redesignate a part of your family's land closest to the current Vinburn Road/Highway 51 intersection from the "Planned Mixed Use" to the "Planned Neighborhood" future land use category. There will be no interchange (or access to Highway 51 of any type) at the current intersection of Vinburn Rd. and US Highway 51 under WISDOT's plans for the reconstruction of Highway 51. This is a change from what the Village had hoped when it in 2006 designated that land for future "Planned Mixed Use" development in its Comprehensive Plan. While still allowing some neighborhood-focused commercial development opportunities, Village and Town staff believe that the "Planned Neighborhood" designation for all of your family's holdings is more reflective of market reality given WisDOT's decision.

Marilyn K. Kozak
Ripp Farm Real Estate LLC
May 6, 2010
Page 2

Please feel free to contact Mark or me if you have further questions or concerns.

Sincerely,
Town of Windsor

A handwritten signature in black ink, appearing to read "Kevin Richardson", written in a cursive style.

Kevin W. Richardson, PE, BCEE

Town Engineer

cc: Mark Roffers, Vandewalle & Associates, DeForest Planning Consultant



Dane County Planning and Development Department

Room 116, City-County Building, Madison, Wisconsin 53703

Fax (608) 267-1540

www.countyofdane.com/plandev/

Community Development

(608)261-9781, Rm. 362

Planning

(608)266-4251, Rm. 116

Records & Support

(608)266-4251, Rm. 116

Zoning

(608)266-4266, Rm. 116

April 22, 2010

Erin Ruth, LEED AP
Graef, Inc.
5126 W. Terrace Drive, Suite 111
Madison, WI 53718-8346

Dear Erin,

Thank you for the opportunity to review the town plan amendment. For reviewing the amendment, I followed the changes shown in the appendix you sent on April 1st while referring back to the plan. I review and write comments focusing on how town plans are used throughout the county approval processes – not just of the plan adoption process, but the rezoning and land division process, and as a resource for the public.

The proposed revisions to the *Utilities and Community Facilities; Agricultural, Natural and Cultural Resources; and the Intergovernmental Cooperation* chapters are all good, so my comments are mostly limited to the proposed revisions to the *Land Use* chapter.

Overall, the edits described in the appendix all do a nice job of providing clarifications and in providing information about the agreement with the Village of DeForest. For text under “Morrison Growth Area”, it would be useful to define ‘short term’ as a range of years. It would also be helpful for the plan to lay out some criteria for determining when future residential growth would be appropriate. On page 77, where it says that the Bear Tree subdivision will be postponed for 10 years, the date should be included to avoid confusion over 10 years from what date. Also on page 77 is a general description of development projections for the town. How does this relate to the Residential Unit Projections table?

Did the town review and reaffirm the residential unit projections and the distribution of those units into districts? It appears that the data tables in the plan have not been updated as part of this plan amendment. This is fine if the town wishes to wait until a future plan amendment, however I do recommend updating the DOA projections and the residential unit projections table if applicable.

Please feel free to contact me at (608) 261-9780, or by e-mail at andros@co.dane.wi.us with any questions about this review, on the plan amendment content, or the approval process. And once again, thank you for the opportunity to review the draft plan amendment prior to town adoption.

Sincerely,

Pamela Andros, AICP, Senior Planner
Dane County Planning and Development

cc: Alan Harvey, Town Chairman, Town of Windsor

From: Mark Roffers

Sent: Tuesday, May 04, 2010 12:59 PM

To: erich.schmidke@wisconsin.gov

Cc: Steve Fahlgren; Luann Leggett; Tina Butteris; Kevin W. Richardson; Jeff Miller; Alan Harvey; 'rwipperfurth@centurytel.net'; Blount, Paul J; Brandy Howe

Subject: RE: WisDOA review of Cooperative Plan

Attachments: Public Hearing Version of DeForest-Windsor Intergovernmental Agreement (4-21-10).pdf

Hi Erich—

Brandy forwarded your response on to me, and we have provided your response to the Windsor and DeForest Boards. As you may know, Vandewalle & Associates is a planning consultant to DeForest and has spent quite a bit of time working with the two communities on the Cooperative Plan.

First of all, on behalf of both communities, I wanted to thank you very much for your prompt review and helpful comments. This Cooperative Plan will be a major step forward in intergovernmental relations and community planning in the DeForest-Windsor area. It is useful and reassuring to get your preliminary comments before moving forward on local adoption.

Second, I apologize for not providing you with the full picture regarding the proposed relationship between the 66.0307 Cooperative Plan and 66.0301 Intergovernmental Agreement until now. The Village and Town are, in fact, proposing to adopt a virtually identical agreement under both statutory authorizations, with the main difference being the term. The primary reason for this approach is to have the “agreement” in effect as soon as possible so that some of the provisions can begin to be executed, mainly related to the Windsor Crossing development. Once the State approves the 66.0307 Cooperative Plan, the 66.0301 Intergovernmental Agreement would cease to be, which I think would address your understandable concerns about having two “live” agreements. Most of this is explained in the attached 66.0301 agreement, which is scheduled for public hearing and approval by both Boards on May 12th.

Third, you commented that the southern boundary between the two communities could be improved upon from what the draft Cooperative Plan suggests, and that the different pieces of DeForest would not seem to be joined after the Cooperative Plan is fully executed. I would agree that some irregularities would remain, including the areas you mentioned. This was as result of some give-and-take between the Village and Town. I will also offer the comment that the combined effect of this Cooperative Plan and the DeForest-Burke-Sun Prairie-Madison Cooperative Plan will, in fact, be that the three separate pieces that now make up the Village of DeForest will be joined together. The attachment of Areas 1 and 4B will be the key connectors established under this DeForest-Windsor Cooperative Plan.

Finally, you suggested that we correct an error in a statutory reference in the draft Cooperative Plan and to include the pending comprehensive plan amendments as an appendix, which should not be a problem.

The Village and Town's joint public hearing on the Cooperative Plan is scheduled for May 12th and Village and Town approval is tentatively scheduled for June. As of now, please anticipate formal submittal of the Cooperative Plan for DOA review in mid-July.

In the mean time, please feel free to offer any further comments or ask any questions.

Thank you,
Mark Roffers, AICP
Village of DeForest Planning Consultant
Principal, Vandewalle & Associates

From: Schmidtke, Erich J - DOA [mailto:erich.schmidtke@wisconsin.gov]
Sent: Wednesday, April 28, 2010 2:31 PM
To: Brandy Howe
Cc: 'Michael J. Lawton'
Subject: RE: DeForest/Windsor Boudary Agreement

Brandy,
Thank you very much for the opportunity for a preliminary review of the draft DeForest-Windsor cooperative boundary agreement. I found it to be carefully thought-out and well written, and believe that it will substantially benefit residents in the area.

Please note that my review was a quick overview, not the detailed review that occurs during our official 90-day review following submittal of a proposed cooperative agreement under s. 66.0307(40)(f) Wis. Stats. However, I did note two general issues, as well as several specific items, and these are provided in the paragraphs below.

First, the fact that the 66.0307 cooperative boundary agreement continually refers to a possible 66.0301 general agreement creates confusion. Is this second agreement in effect? Are its terms identical to the 66.0307 agreement? Which agreement controls? I believe I read that the 66.0301 agreement is not yet in effect and only becomes effective if the 66.0307 agreement is NOT approved. However, this impression may be incorrect. The danger here with having two agreements that co-exist is that each will have different terms and provisions for the same territory. Even if their terms start out as identical, amendments over time can incrementally result in different agreements with different results. Also, it creates confusion for residents and the elected and staff officials trying to implement these things. Even if the 66.0301 agreement is only conditional and only comes into effect if the 66.0307 agreement is

NOT approved, there is danger in continually referring to the 66.0301 agreement because it creates doubt in the reader's mind. He or she thinks, 'Wait a minute, what other agreement?'

Prior to 2008 Act 43, it was common practice to use general agreement under 66.0301 as placeholders, quickly and easily binding communities until such time as they could develop the more comprehensive and binding 66.0307 cooperative boundary agreement. However, Act 43 changed this practice by substantially adding to the process requirements for 66.0301 agreements. Now, instead of being a quick and easy placeholder, these agreements contain equally stringent requirements as 66.0307 agreements. In fact, the notice and referendum provisions for 66.0301 agreements *are more* stringent than for 66.0307.

Finally, the Department has never denied a proposed cooperative boundary agreement, but has instead worked any issues out with every community that has proposed cooperative boundary agreements. For all of these reasons, having a separate contingency agreement under 66.0301 may not be worth the confusion it causes.

The second general issue that I noticed with this draft is that while a number of town island and peninsula areas are resolved in the northern part of the agreement territory, the boundaries to the south continue to be irregular. A rectangular piece of piece of town land along Main Street apparently would continue into perpetuity, and the agreement does not ultimately bridge the two pieces of the Village of DeForest, nor does it return lands to the town to create a more compact shared boundary in this southern area. In fact, the draft agreement would make permanent the irregular boundaries by allowing Area C to be a Town growth area, despite the fact that Area 1, which is immediately west and south of Area C, is slated to eventually attach to the Village. Ultimately, terms of cooperative boundary agreements are up to the municipal parties themselves. However, at a cursory glance, it appears that the southern boundary line between the two communities could be improved upon, and this agreement process represents an opportunity to make that improvement.

Finally, the following are some specific issues that I noticed:

- 1) On page 6 in Section 8C, the text erroneously says that 'land shall detach from Windsor and attach to DeForest upon the approval of this Cooperative Plan under Section 66.0301(6)'. Actually, that statutory section refers to general agreements, not cooperative agreements.
- 2) On page 16, Section 13A, the text mentions several comprehensive plan amendments that will take effect upon approval of the cooperative agreement. However, these amendments are not identified or given as an Exhibit number. This could lead to confusion about what specific amendments are being contemplated.

Other than these comments and questions, this draft cooperative agreement looks well-written and looks like it would be an improvement in intergovernmental cooperation between the communities, in terms of overall boundaries, service provision, and planning.

Please let me know if you have any questions. Otherwise we look forward to ultimately receiving your formally submitted agreement. I have included Attorney Lawton with this email because he has requested copies of Department correspondence regarding this matter.

Thanks,
Erich

Erich Schmidtke
Municipal Boundary Review

Wisconsin Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 1645
Madison WI 53701-1645
(608) 264-6102
(608) 264-6104 (fax)
erich.schmidtke@wisconsin.gov
www.doa.state.wi.us/municipalboundaryreview

From: Brandy Howe [mailto:bhowe@vandewalle.com]
Sent: Thursday, April 22, 2010 8:31 AM
To: Schmidtke, Erich J - DOA
Cc: Mark Roffers
Subject: RE: DeForest/Windsor Boudary Agreement

Erich,

Good morning. This email is to inform you that Windsor and DeForest have prepared the public hearing version of the Cooperative Plan. The public hearing is scheduled for May 12th. Please provide any preliminary comments to the Plan prior to the public hearing.

Thanks,

Brandy Howe
Assistant Planner
Vandewalle & Associates Inc.
Shaping places, shaping change
120 E Lakeside Street
PO Box 259036
Madison, WI 53715-9036
608.255.3988
www.vandewalle.com

Village of DeForest and Town of Windsor

Wednesday, May 12th, 2010 6:00 PM

DeForest Area Community and Senior Center, 505 N Main Street, DeForest, WI

Public Hearing Comments

Dan Wendtland, 7616 Grinde Rd, DeForest (Windsor resident) – Stated Area D should be industrial, and not residential. There is going to be property that is lost due to the Highway 51 project, so why not just put a crash gate there for emergency access? (See Wendtland Map).

Jim Simpson, 833 Acker Parkway, DeForest (DeForest). Thanked everyone for the time put into the agreements. Several points to consider within the Cooperative Plan:

1. Page 5, line 39, Item B: Simpson stated the 120 day time frame was too restrictive for the optional attachments.
2. Page 6, line 40: Areas 3a & 3b: Would like to see conditional and automatic attachments to occur within the time line.
3. Page 16, line 43: Requested Plan Commission be required to meet at least once a year and not allow staff to cancel the meetings.
4. Page 14, line 4: Similarly concerned that the DeForest President and Windsor Chair could cancel all meetings and suggested at least one meeting per year be required.
5. Page 20, line 2: Stated DeForest erosion control and stormwater ordinances are parallel to Dane County but wanted it reflected that parallel doesn't mean it's the same as there are some differences.
 - Attorney Al Reuter explained that the negotiating representatives of the parties determined the time frames and language regarding times for attachment.
 - Windsor Supervisor Wipperfurth replied that the meeting frequency was discussed in detail and one side can't cancel the meeting, both have to agree to a cancellation. This is the compromised language that came out of the negotiations.

Mike Lawton, Attorney, representing Bear Tree Windsor property owners. Thanked the DAWN group for their efforts and the comments he will be making are being addressed to the two Boards and not DAWN.

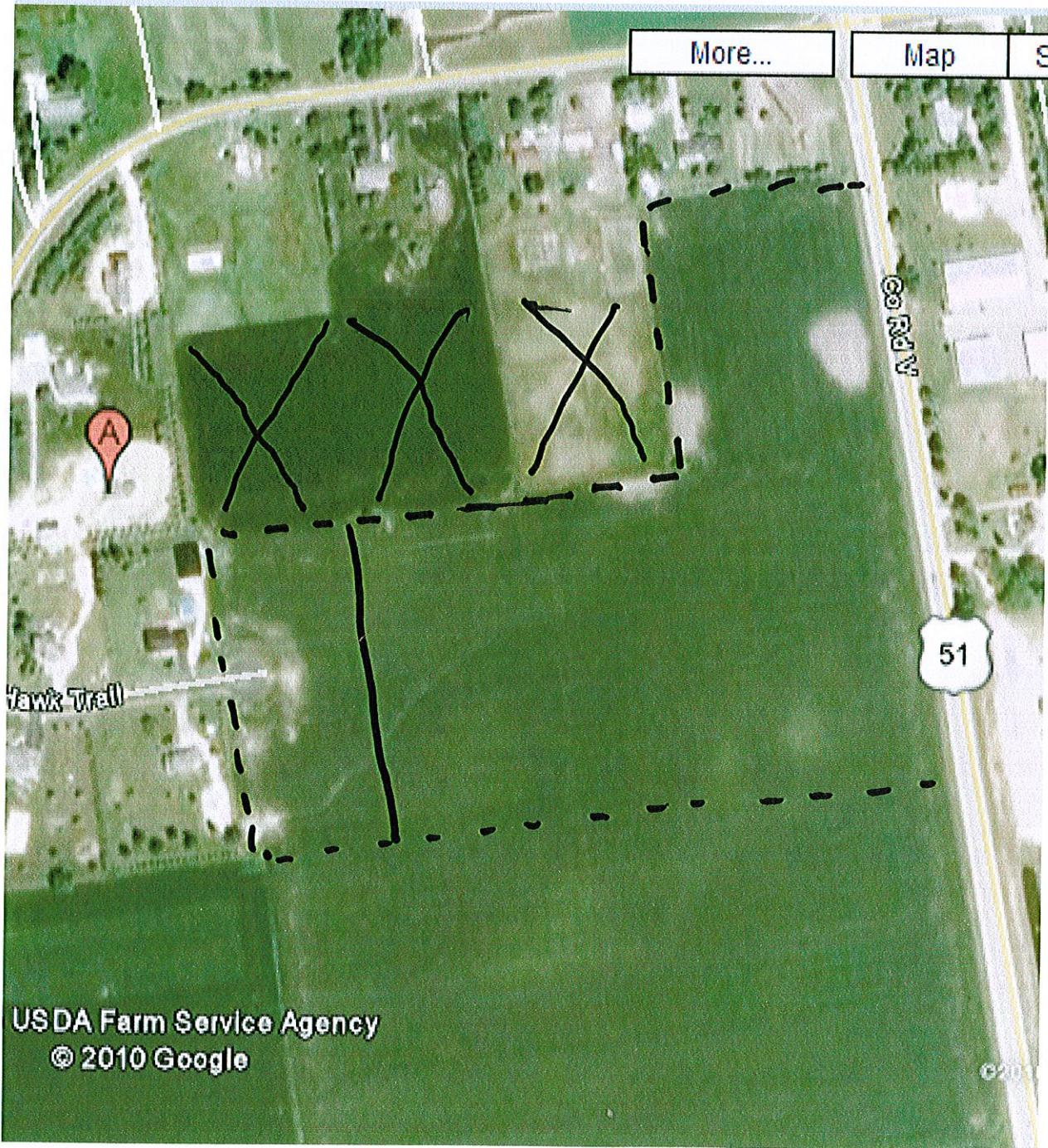
1. The Master Plan amended by Windsor with a ten year moratorium on the Bear Tree Windsor plat is a severe imposition and is being done under duress and in a discriminatory manner, the Bear Tree Developers object to the amendments, and asks that it not take place. DeForest is not amending their commitment in that area and Windsor Crossing gets a green light, which isn't fair.
2. Lawton requested the Boards not act on the ten year agreement until the twenty year agreement is finalized after the public comment period.
3. Lawton stated the 66.0307 plan doesn't comply with State Statutes in that the Master Plans are not consistent as Bear Tree is not the same; in Windsor it is shown as development in ten years and in DeForest there is no time frame. Also, expressed concern that the utilities component is not adequate.
4. Lawton asked the two Boards to reconsider the agreement to add planning for Bear Tree.

- Windsor Supervisor Madelung questioned the claim of duress. He takes umbrage to that comment as he doesn't feel there was any duress, other than from the Bear Tree developers. Windsor has worked with Bear Tree and they have 21 conditions to be met by the Developers for their development.

Brad Ziegler, 104 Hill St., Hartland, representing Mt. Warner Village, Bear Tree. Thanked the DAWN group for their efforts. He is opposed to the agreements as they preclude development of Mt. Warner Village for ten years, and there is a current need for further independent senior living housing in the area.

Tim Gotzion, 3650 Heatherstone Ridge, Sun Prairie. Appeared to thank the DAWN Committee, the Town of Windsor Board and the Village of DeForest Board for working together to achieve the agreements being presented.

Dan Wendtland 7616 Grinde Rd.
5/12/2010



From: Jim Simpson (Home) [mailto:Jim.Simpson@charter.net]
Sent: Thursday, May 20, 2010 12:42 PM
To: 'Jeff Miller'; Mark Roffers
Subject: Cooperative Plan Items/Comments

Jeff Miller and Mark Roffers,

As a citizen of DeForest and a Planning Commission Member I would like to offer my written comments on the Cooperative Plan as discussed at the Special Village Board Meeting on May 12, 2010. Thank you and everyone that has been involved with this process. I am offering a few items for consideration that I believe would improve the agreement slightly. The items are:

- Page 5, Line 39: Consider modifying the "within 120 days" to a longer time period. My suggestion would be 1 year.
- Page 6, Line 40: Consider adding additional occurrences for Areas 3a and 3b to detached from Windsor and attach to DeForest. Those occurrences could be similar to the occurrences as found in Section 6.A.(1)(b) and 6.A.(1)(c), as shown on page 5, lines 39-42.
- Page 16, Line 45: Consider adding text that all meetings could not be canceled for an extended period of time. A suggestion "... they may cancel the next scheduled meeting as long as there has not been a two year period between meetings."
- Page 17, Line 6: Consider adding text that all meetings could not be canceled for an extended period of time. A suggestion "... they may cancel the next scheduled quarterly meeting of the Boards as long as there has not been a two year period between meetings."
- Page 20, Line 2: Consider modifying the word "parallel" to some other word that acknowledges that they are not the same. There is at least one difference, one that I consider substantial. Listed below are portions of the ordinances for further clarification:

Dane County Section 14.51(2)(cm):

1. Maintain pre-development peak runoff rates for the 2-year, 24-hour storm event (2.9 inches over 24 hours duration).
2. Maintain pre-development peak runoff rates for the 10-year, 24-hour storm event (4.2 inches over 24 hours duration.).
3. Safely pass the 100 year, 24 hour storm event (6.0 inches over 24-hour duration).

DeForest Section 24.13 (2)(b)4.a.:

- i. Maintain pre-development peak runoff rates for the 2-year, 24-hour storm event (2.9 inches over 24 hours duration).
- ii. Maintain pre-development peak runoff rates for the 10-year, 24-hour storm event (4.2 inches over 24 hours duration.).
- iii. Maintain pre-development peak runoff rates for the 100 year, 24 hour storm event (6.0 inches over 24-hour duration).

Thank you taking your time to consider these items,

Jim Simpson

833 Acker Parkway
DeForest, WI 53532-1153
(608) 846-3564

Mobile: (608) 438-3564
Jim.Simpson@charter.net



ATTORNEYS AT LAW

740 Regent Street, Suite 400
P.O. Box 1507
Madison, Wisconsin 53701
(608) 257-7766
Fax (608) 257-1507

111 N. Main Street
P.O. Box 128
Poynette, Wisconsin 53955
(608) 635-4324
Fax (608) 635-4690

113 S. Main Street, Suite 301
P.O. Box 256
Lodi, Wisconsin 53555
(608) 592-3877
Fax (608) 592-5844

VIA EMAIL COMMUNICATION

June 1, 2010

Michael J. Lawton
MADISON OFFICE
Direct Telephone Line: (608) 286-7236
E-mail: mjlawton@lathropclark.com

Town Clerk
Town of Windsor
4084 Mueller Road
DeForest, WI 53532

Town Clerk
Village of DeForest
306 Deforest Street
De Forest, WI 53532

Re: Cooperative Boundary Plan and Agreement between Village of DeForest and Town of Windsor

Dear Clerks:

On behalf of P.C. Farm Holdings, LLC, and P.C. Farm Holdings II, LLC, Steve Pederson, Curt Jahn and Dwight Ziegler, the owners of the land involved in the Bear Tree Windsor project, in the Town of Windsor, we make the following comments in response to the proposed boundary plan and agreement between the Village of DeForest and Town of Windsor, which was the subject of a public hearing on May 12, 2010, under sec. 66.0307, Stats.:

1. The boundary agreement is tied into a ten-year moratorium on development of the Bear Tree - Windsor property as a residential project, through a new amendment to the Town of Windsor Master Plan, reversing the prior Windsor plan treatment of this property allowing immediate development. At the same time, the Village of DeForest still classifies the land involved in the Bear Tree - Windsor project in its comprehensive plan as agricultural, without any definite date as to when the property may be developed as a residential development. We strongly object to the misclassification of this property by Windsor for the next 10 years in its amended master plan, and to DeForest compelling Windsor to do so in the boundary negotiations, as these actions, if actually enforced, will have the effect of taking the owners' property without just compensation. Further, we object to the failure of Windsor and DeForest to coordinate their master plans and provide the same treatment for the Bear Tree - Windsor property in both of their master plans, as required by law.
2. In this regard, it is clear that Windsor prefers to see the Bear Tree - Windsor project developed, and that it prefers that it happen right now, as it has repeatedly authorized immediate development of the Bear Tree - Windsor project, including the recent

approval of a final plat for this development. We understand that DeForest has raised the specter of denial of approval by DeForest and Dane County of development of the Town of Windsor owned property, known commonly as Windsor Crossing, and that in order to receive DeForest approval for the Windsor Crossing project, Windsor needed to agree to delay development of the previously approved Bear Tree – Windsor project for ten years. We believe that this type of coercion, which adversely affects the vested rights of the owners of the Bear Tree – Windsor project, violates both the cooperative plan statute, sec. 66.0307, and the Takings Clauses of the U.S. Constitution and the Wisconsin Constitution. In addition to being consistent with previously adopted Windsor master plans (and the Dane County comprehensive plan), and being the subject of prior approved plats by Windsor, the Bear Tree – Windsor project is largely zoned for residential development under the Joint Windsor-Sun Prairie Extraterritorial Zoning ordinance for immediate development.

3. Further, despite the statutory requirement that the cooperative plan embody consistent comprehensive plans between the Village of DeForest and the Town of Windsor, in this case, the master plans of DeForest and Windsor are not consistent with regard to the Bear Tree – Windsor property. Under the Windsor plan, the Bear Tree property, which was formerly immediately developable as residential property, is now developable as residential property ten years from now. At the same time, the DeForest comprehensive plan still provides that the Bear Tree Windsor property is agricultural land, with no date at which it can be developed as residential.
4. The statute under which cooperative planning is conducted requires that there be adequate provision for utilities to serve the affected areas as part of the cooperative plan. In this case, the parties have not worked out in the boundary plan the terms under which utilities will be provided to the affect areas, including Bear Tree – Windsor. While this is the current subject of a joint study to be engaged in by the two governmental units, the study has not yet been completed and we do not know if all of the parties to the study, including the Windsor Sanitary District No. 1 which is not a signatory to the boundary plan, will agree to carry out the results of this utility study and provide the services that are needed. There is a history of disputes on these matters, as is well known. Until such time as the utility study is completed and all the parties, including the Sanitary District, agree to carry out the results of the study, the statutory requirements for a cooperative plan have not been met.

For the above reasons, we request that the boundary agreement not be adopted in its current form, that the Windsor master plan be amended to restore the Bear Tree Windsor project to its former status of immediately developable land, that DeForest amend its master plan to treat Bear Tree Windsor as immediately developable for residential use, that the provisions of the boundary plan requiring any delay in the Bear Tree Windsor project be removed and that immediate development as a residential project be permitted, that the utility study be completed and that the parties, along

Town of Windsor
Village of DeForest
June 1, 2010
Page 3

with Windsor Sanitary District No. 1, agree to carry out such recommendations to provide utility service to Bear Tree Windsor.

Sincerely yours,

A handwritten signature in black ink, appearing to read "M.J. Lawton", written in a cursive style.

Michael J. Lawton

MJL:tept

Village of DeForest/Town of Windsor Cooperative Plan

Exhibit 19: DeForest and Windsor Comprehensive Plan Amendments

(25 pages)

ORDINANCE 2010 - 025

AN ORDINANCE TO ADOPT AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE VILLAGE OF DEFOREST, WISCONSIN.

The Village Board of the Village of DeForest, Wisconsin, does ordain as follows:

WHEREAS, pursuant to §61.35 and 62.23(2) and (3) of Wisconsin Statutes, the Village of DeForest is authorized to prepare and adopt a comprehensive plan as defined in sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes; and

WHEREAS, the Village Board adopted its comprehensive plan in 2006 entitled "BLUEPRINT DEFOREST: VILLAGE OF DEFOREST COMPREHENSIVE PLAN," and said plan has since been in effect, as amended from time to time; and

WHEREAS, as part of the Village's original adoption of its comprehensive plan, the Village Board adopted and has since followed written procedures designed to foster public participation in every stage of the preparation of a comprehensive plan as required by §66.1001(4)(a) of the Wisconsin Statutes; and

WHEREAS, the Planning and Zoning Commission of the Village of DeForest, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending to the Village Board the adoption of certain amendments to the Village's comprehensive plan as reflected in Exhibit 1; and

WHEREAS, the Village Board held a public hearing on the proposed amendments on May 12, 2010, in compliance with the requirements of section 66.1001(4)(d) of the Wisconsin Statutes; and

WHEREAS, the Village Board considered public comments made at the public hearing and the recommendations of the Planning and Zoning Commission and staff, and has determined to approve the recommended amendments.

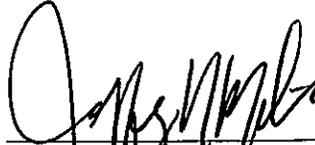
NOW, THEREFORE, the Village Board of DeForest, Wisconsin, does ordain that:

1. The text and map amendments set forth in Exhibit 1 are hereby adopted as amendments to the Village's Comprehensive Plan, pursuant to section 66.1001(4)(c) of Wisconsin Statutes.

2. This ordinance shall take effect upon the earlier of:

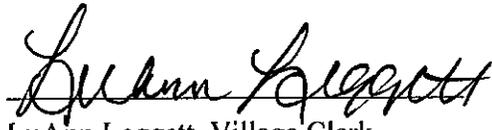
(a) Thirty-one (31) days after final approval, and publication by both parties of a cooperative boundary agreement between the Village and the Town of Windsor pursuant to §66.0301(6), Wis. Stats. provided, however, that if a referendum is required pursuant to §66.0301(6)(c)2, Wis. Stats., this Ordinance not take effect until certification of the results of the referendum election approving the agreement.

(b) Approval by the Wisconsin Department of Administration of a Cooperative Plan approved by both the Village and the Town of Windsor addressing the Windsor Crossing property, pursuant to §66.0307, Wis. Stats.



Jeffrey M. Miller, Village President

Attested By:



LuAnn Leggett, Village Clerk

Vote: 6-0 with Trustee Dwight Ziegler abstaining.

EXHIBIT 1: VILLAGE OF DEFOREST COMPREHENSIVE PLAN AMENDMENTS IN CONJUNCTION WITH DEFOREST-WINDSOR BOUNDARY AGREEMENT

The proposed amendments to the Village's Comprehensive Plan text are shown in underlined and ~~strike through~~ text. Map amendments are described below and depicted on the attached Maps 9 and 10.

I. TEXT AMENDMENTS

To Address Housing Mix Consistency Issues

Amend Policy 3d on Page 106 as follows:

Require that the development of new Village neighborhoods comply with the Village's historic housing mix, in order to maintain the character of the community while allowing for housing choice. Within continuous areas designated as "Planned Neighborhoods" on the Future Land Use map (Map 9), in general seek a housing mix where not less than 65% of all housing units are in single family detached residences, with a desired maximum of 15% of units in two-family dwellings and 20% of units in multiple family dwellings (3+ units per building, regardless of occupancy). For two-family and multiple-family units, seek to maximize the percentage of such units that will be available for owner-occupancy. For single family units, seek a mix of lot sizes. For lands that are both within the Town of Windsor and the Northern Urban Service Area boundary, instead advance a policy whereby a minimum of 70% single family detached units will be required, with a maximum of 30% two-family and multi-family dwellings combined, which will be measured across the entire portion of the Northern Urban Service Area that is within the Town, rather than on a neighborhood-by-neighborhood basis, consistent with Windsor Comprehensive Plan policies.

Amend first sentence of second paragraph on Page 167 to read as follows:

As detailed more fully through a policy in the Housing and Neighborhood Development chapter, the Planned Neighborhood concept encourages a mix of predominantly detached Single-Family Residential development (minimum of 65% of the dwelling units in Village Planned Neighborhood areas) with well-designed, limited components of Two-Family (maximum 15% of the dwelling units in Village Planned Neighborhood areas), Mixed Residential (maximum of 20% of the dwelling units in Village Planned Neighborhood areas), Institutional, Public Open Space, Neighborhood Office, and Neighborhood Business uses.

To Address Police Protective Service Consistency Issues

Amend the 4th paragraph on page Page 81 to read as follows:

The Police Department ~~was undergoing~~ completed a staffing needs study in October 2004, entitled the "DeForest, Wisconsin Police Staffing Needs Projections, 2005-2014". ~~at the time this Plan was written to~~ The report assesses future staffing levels, ~~and the~~ organizational structure of the Department, and outlines the method by which police staffing levels may be increased to accommodate future population growth. Figures 15a and 15b below demonstrate two models for increasing police staffing levels to accommodate different future growth models for the Village: a moderate growth model and an accelerated growth model.

Figure 15a: Recommended Police Staff 2005-2014: Moderate Growth Model

<u>Rank</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>% Change</u>
<u>Chief</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0%</u>
<u>Lt.</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0%</u>
<u>Sgt.</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>200%</u>
<u>P.O.¹</u>	<u>12²</u>	<u>12</u>	<u>13</u>	<u>13</u>	<u>13</u>	<u>14³</u>	<u>14</u>	<u>14</u>	<u>14</u>	<u>15</u>	<u>25%</u>
<u>Total</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>19</u>	<u>19</u>	<u>19</u>	<u>20</u>	<u>33.3%</u>

Source: DeForest, Wisconsin Police Staffing Needs Projections 2005-2014.
Notes: This methodology is based upon an expected population of 12,000.
¹*Assuming one detective and two School Resource Officers.*
²*This assumes that the officer now on military leave will not return to duty during 2005.*
³*This assumes the addition of one new detective.*

Figure 15b: Recommended Police Staff 2005-2014: Accelerated Growth Model

<u>Rank</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>% Change</u>
<u>Chief</u>	<u>1</u>	<u>0%</u>									
<u>Lt.</u>	<u>1</u>	<u>0%</u>									
<u>Sgt.</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>4</u>	<u>300%</u>
<u>P.O.</u>	<u>12</u>	<u>12</u>	<u>13</u>	<u>13</u>	<u>14</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>16</u>	<u>16</u>	<u>33.3%</u>
<u>Total</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>21</u>	<u>22</u>	<u>46.7%</u>

Source: DeForest, Wisconsin Police Staffing Needs Projections 2005-2014.
Notes: This methodology is based upon an expected population of 15,000.

Amend Policy 3n on Page 88 to read as follows:

~~As requested, participate in discussions on~~ Continue to collaborate with neighboring communities ~~on~~ the possibility of enhancing to provide a comprehensive range of law enforcement services both inside and outside the boundaries of the Village, and work to assure that adjoining urbanizing communities provide or fund appropriate levels of law enforcement services, mainly per intergovernmental agreements such as the separate 2009 agreements with Vienna and Windsor that address law enforcement issues.

Add Policy 3q on Page 88 to read as follows:

Utilize the “DeForest, Wisconsin Police Staffing Needs Projections, 2005-2014” document as a guide for determining future Village police staffing levels, and update that document as necessary to respond to changing needs or to extend the timeframe of analysis.”

Amend Figure 18 on page 95, within the “Police Protection” rows, to add the following recommended “improvement”:

In the 2013-2014 timeframe, indicate that the Village intends to “Update the 2004 Policy Staffing Needs Projections study.”

To Address Consistency Issues Associated with Agricultural Preservation East of USH 51

Amend Objective 2c on Page 31 to read as follows:

Work with ~~Windsor neighboring communities~~ to maintain the ~~area lands~~ east of the future Highway 51 and north of Windsor Road in the Town of Windsor as ~~predominantly a long-term agricultural preservation area, uses over the 20-year planning period, as indicated on the Future Land Use Map, as may be amended.~~

Amend Policy 3b on Page 191 to read as follows:

Limit land divisions ~~in the Town of Windsor~~ within the area designated Agricultural ~~and Woodland~~ Preservation Areas on the Village's Future Land Use map (Map 9), in accordance with Village policies affecting lands that are so designated and with intergovernmental agreements.

Amend Policy 3d on Page 191 to read as follows:

Encourage ~~the area~~ designated as Agricultural ~~and Woodland~~ Preservation Areas to remain zoned within Dane County's A-1 Exclusive zoning district, or an equivalent if extraterritorial zoning is enacted, with limited rezonings consistent with a "1 per 35" density policy, as detailed more fully in the description/policies associated with Agricultural Preservation Areas elsewhere in this chapter.

Amend Policy 3f on Page 191 to read as follows:

Review ~~rezoning and land division~~ development proposals within the area south of Windsor Road to encourage a logical pace, pattern, and character of development that considers transportation, utilities, natural resources, and School District needs and is consistent with the Village's subdivision ordinance, ~~and Comprehensive Plan, and intergovernmental agreements.~~ The Town's comprehensive plan identifies most of the area south of Windsor Road as appropriate for future residential development, except for environmentally sensitive areas. The Future Land Use Map in this Village Comprehensive Plan reflects the existing land use pattern in this area, pending the resolution of the Cooperative (boundary) Plan discussions between the Village and the Town. More discussion of the Comprehensive Plan is included in the Intergovernmental Cooperation chapter. This area is identified as the "possible future cooperative plan land use change area" on Map 9. Map 9 does acknowledge, through the Future Northern Urban Service Area designation, that larger parcels directly east of "DeForest South" should be reserved for development of public utilities.

Amend Section 5 on pages 192 and 193 to read as follows:

5. General Recommendations for Agricultural Preservation Areas

Description:

As mapped on Map 9, this future land use designation is intended to preserve productive agricultural lands in the long-term, protect existing farm operations from encroachment by incompatible uses, promote further investments in farming, and maintain eligibility for farming incentive programs. This designation focuses mainly on lands actively used for farming and/or with productive agricultural soils or topographic conditions suitable for farming. It also is mapped over certain includes woodlands and other open space areas, and other areas shown as Environmental Corridors on Map 9. Lands mapped under this future land use designation also include farmsteads, cottage industries generally operated by one or more residents of the property, agricultural-related businesses that do not require urban services and would not more appropriately be located within a business or industrial park, "value-added" farm production (e.g., some intermediate processing of raw farm products on the site of the farm, where the farming remains the primary use), and limited residential development at densities at or below one home per 35 acres, in accordance with the density policy described below.

Recommended Zoning:

Nearly all the land in this future land use designation will remain under the A-1 Exclusive Agricultural zoning district or its equivalent in the Dane County Zoning Ordinance or under extraterritorial zoning arrangements. Rezoning to other zoning districts may be permitted or supported where all applicable policies of this section are met and the proposal is in compliance with these policies and the applicable Farmland Preservation Program requirements.

Policies and Programs:

- a. Residential homes in Agricultural Preservation Areas shall be permitted at ~~the a maximum~~ density of 1 home per 35 acres of lands in contiguous single ownership, as further described in the density policy within the Village's subdivision ordinance. This policy will ~~generally~~ be carried out in accordance with applicable Town plan density policies, where the applicable Town's policy is as strict or more strict than the Village's.
- b. ~~Where Village authority exists over land division and zoning, Encouraging~~ the clustering of smaller individual home sites in mapped Agricultural Preservation Areas at a density of 1 per 35 acres of contiguous single ownership (e.g., on one or two acre lots), as opposed to housing on 35+ acre lots.
- c. ~~Nonresidential Uses:~~ Allow commercial, industrial, mineral extraction, and telecommunication tower uses in existence before adoption of the *Comprehensive Plan* to continue. For new or expanded nonresidential uses in the Agricultural Preservation Area, permit only those categories of uses included under the "Description" section above and allowed under the applicable zoning district, and generally require the use of one density credit (described above) for each new nonresidential use.
- d. Also adhere to the policies and programs related to agricultural preservation as described in the Agricultural, Natural, and Cultural Resources chapter of this Comprehensive Plan and the Village's subdivision ordinance. ~~regulations have additional policies and programs related to agricultural preservation in the DeForest area. Not all lands designated as Agricultural Preservation Areas are appropriate for permanent farmland preservation, as some may be required for urban growth and development beyond the 20 year planning horizon.~~

To Address Issues Associated with Community Separation

Amend Objective 2n and Page 158 to read as follows:

~~Continue to evaluate how~~ Collaborate with neighboring towns and cities to maintain a permanent community physical separation area between DeForest and the neighboring cities of Madison, Waunakee, and Sun Prairie.

Amend the third bullet point on Page 190 to read as follows:

- *Maintenance of community separation areas and natural resources.* The Village intends to collaborate with nearby communities to maintain urban maintenance of community separation areas, open space, and environmental corridors between the Village of DeForest and other urban centers in the area (i.e. Madison, Waunakee, and Sun Prairie). Such areas may focus on the environmental corridor complexes associated with the Token Creek and Cherokee Marsh. Permanent community separation areas are critical for protecting regional agricultural and natural resources, maintaining individual community identity, and promoting a sustainable land use pattern.

Amend subsections 1(d) and 1(e) on Pages 190-191 to read as follows:

- d. Support the detailed planning of the "Morrisonville Study Area," depicted on Map 9, by the Town of Windsor. Promote long-term separation between the Village of DeForest and the Morrisonville hamlet, located to the Village's north.
- e. Consider adjusting the Village's Future Land Use Map in response to the Town's plan for the Morrisonville Study Area and intergovernmental discussions with the Town of Windsor. For lands within the "Potential Future Morrisonville Growth Area," depicted on Map 9, consider approvals for additional modest development in accordance with the historic layout of this hamlet area, but only following a future amendment to this Comprehensive Plan for parts of the "Potential Future Morrisonville Growth Area" that are also depicted as Agricultural Preservation Areas on Map 9 and only when it can be demonstrated that environmental and utility service issues are successfully addressed.

Future growth in this area may be limited due to stormwater, utility service, groundwater, and other environmental issues.

To Enhance/Update Provisions Related to Intergovernmental Cooperation with Windsor

Amend Section 2 on page 205 to read as follows:

2. Town of Windsor

The Town of Windsor is located east and north of the Village, and also in between the northern and southern sections of the Village. East of Highway 51 and north of Windsor Road, Windsor has committed to agricultural preservation. In several other areas, the Town envisions commercial, ~~and residential, and mixed use~~ development. ~~In 2006, the~~ The Town's adopted ~~its most recent~~ comprehensive plan, ~~which~~ moves these recommendations forward. DeForest is ~~generally~~ supportive of the farmland preservation, growth management, and natural area preservation directions that the Town's plan reflects, particularly as it was amended in 2010 as part of a major intergovernmental initiative. In particular, the Village is supportive of the Town's long-term farmland preservation goals.

~~At the time of writing~~ In 2009 and 2010, the Village of DeForest and the Town of Windsor participated in extensive and amicable intergovernmental discussions to develop a "cooperative (boundary) plan" pursuant to section 66.0307, Wisconsin Statutes. This new cooperative plan replaces a 2004 Settlement Agreement between the communities. This collaborative intergovernmental process has yielded numerous positive outcomes, including:

- Establishment of police protection service standards for each community and acceptance by each municipality of those standards.
- An agreement to conduct a joint utilities system study to determine how to most efficiently serve lands in DeForest and Windsor with public water, and to continue to collaborate when lines are proposed to extend through the other municipality's jurisdiction.
- An approach to enable Village approval of pending development proposals in the Town that the Town has determined are important to address in the short-term.
- Proposed 20-year Village and Town municipal boundaries, including boundary change areas, depicted in Figure 48 on the following page.

Concurrent with the cooperative planning process, both communities agreed to amend their comprehensive plans in an order to eliminate material inconsistencies and potential future conflicts. The Town and Village collaborated on comprehensive plan amendments incorporated into both plans. The two communities have determined that there are no material inconsistencies between the two comprehensive plans, at least in the versions that were in place immediately following the amendments adopted in 2010.

~~At the time of writing, the Town of Windsor was contemplating amendments to its 2005 comprehensive plan before advancing it for consideration by Dane County. There are two primary areas in the Town's comprehensive plan where the Village had remaining concerns or questions. The Town's Comprehensive Plan identifies the entire remaining area in the Town that is north of the Village and west of Highway 51 as "Morrisonville Growth Area". This area is several times the size of the existing developed hamlet of Morrisonville. In addition, it is located in an area of sensitive natural resources (the headwaters of the Yahara River), productive farmland, and very limited existing housing. For many of these reasons, the Village has very limited aspirations to grow north into or towards this area. The Village does not presently support growth in the Morrisonville area to the~~

~~scale proposed in the Town's 2005 comprehensive plan. The second area for which the Village is withholding judgment until the Cooperative Planning process is complete is the area labeled as the "Potential Cooperative Plan Land Use Change Area" on Map 9.~~

~~As a settlement to the CapWin 19 Annexation, in 2004 the Village of DeForest and the Town of Windsor reached an agreement basically establishing municipal boundaries and utility service areas for 15 years (referred to as the "2004 Settlement Agreement"). The area marked as "Community Growth Area" on Figure 50 can either remain in the Town or be annexed to the Village, at the discretion of the property owner. At the time of writing, the two communities are going through the cooperative planning process pursuant to §66.0307(4)(a) of Wisconsin Statutes, as directed by the 2004 Settlement Agreement. The two communities have appointed a negotiating committee for this assignment. The Settlement Agreement allows — through the cooperative planning process — for the two communities to change boundary/land use stipulations in the 2004 Settlement Agreement. At the time of writing, the Boards of the two communities were considering framework proposals from which the cooperative plan could be created. It is the Village's desire to resolve the land use conflicts or concerns described above as a component of the cooperative planning process.~~

Replace Figure 48 on page 207 with the following figure:

**Replace the 2004 Settlement Agreement figure with the final adopted version of Exhibit 2 of the DeForest-Windsor Cooperative Plan, which shows municipal boundary changes and other key aspects of the Cooperative Plan. A draft of Exhibit 2 is attached, which may be subject to change.*

Amend Policy 3b on Page 214 to read as follows:

In coordination with adjacent towns, continue extraterritorial land division and subdivision review ~~(except where such authority may have been discontinued via intergovernmental agreement)~~, and explore and improve extraterritorial zoning, to ensure quality development throughout the region.

Amend Recommendation 1 on Page 215-216 to read as follows:

1. Adopt and Implement a the Cooperative Plan with Windsor

~~At the time of writing, In 2010, representatives from DeForest and Windsor were meeting bi weekly to develop a framework for adopted a "cooperative boundary plan" between the two communities. A cooperative plan is a powerful, yet labor intensive, intergovernmental boundary agreement tool authorized under Section 66.0307 of Wisconsin Statutes. Initiation of a process to prepare a cooperative plan was directed under the 2004 Settlement Agreement, ~~described earlier in this chapter.~~ The Settlement Agreement further stipulates that "the parties shall use good faith efforts to complete the cooperative plan in a timely manner." The two communities will now work to implement the cooperative plan over the 20 to 30 years of its term. The key boundary provisions from the cooperative plan are included in Figure 48, earlier in this chapter.~~

~~The Village intends to continue to work with the Town to complete the cooperative plan in 2006. The Village believes that a more sustainable cooperative plan should use the agreements reached through the 2004 Settlement Agreement as a starting point rather than an end point.~~

~~It is further hoped that cooperative plan and follow up local comprehensive plan amendments that may be directed by the cooperative plan — will remove remaining differences between the comprehensive plans of the two communities. In the event the two communities fail to execute a cooperative plan, or the final cooperative plan does not entirely protect the Village's interests, the Village reserves the right to amend its comprehensive plan and fully exercise its extraterritorial authorities that remain pursuant to the 2004 Settlement Agreement. The Village may need to amend this Village of DeForest Comprehensive Plan as a result of the adopted cooperative plan.~~

II. MAP AMENDMENTS

Area 1: North of Highway 19 and Interstate 39/90/94

DeForest's pre-amendment version of the comprehensive plan designated Area 1 on the attached Map 9: Future Land Use as an Agricultural Preservation Area; whereas Windsor's comprehensive plan pre-amendment version of its comprehensive plan designated the area for Traditional Single Family Residential development in the future. The primary issue causing the differences in recommendations for this area was related both to the appropriate jurisdiction and timing of development for this area.

Through the DAWN process, the Village and Town have agreed the appropriate long-term use for Area 1 is mainly residential neighborhood. The Village and Town have also agreed that this area will be attached to the Village at the time development is proposed that at a density/intensity that is above Town and Village agricultural preservation policies.

Therefore, the Village Map 9 change is to redesignate the future land use of Area 1 from "Agricultural Preservation Area" to "Planned Neighborhood."

Area 2: Lake Road North of Duraform Lane

This is a small area where the Village's future land use map in its pre-amendment version of its plan does not currently match the Town's pre-amendment version future land use map. The DeForest Map 9 change is to redesignate Area 2 on Map 9 from "Planned Commercial" to "Planned Mixed Use."

Area 3: Revere Trails

Under extraterritorial zoning, Sun Prairie and Windsor recently approved the rezoning of this area for residential development and a condominium plat. Through the DAWN process, the Village has essentially acknowledged the development of this area as approved by the Town. The Map 9 change is to redesignate Area 3 from "Agricultural Preservation Area" to "Single Family Residential—Unsewered." Map 10, the Village's Growth Phasing Map, is also amended to reflect a reasonable development phasing approach for this area from the Village's perspective.

Area 4: Portage Road/Big Hill Area

Similar to Area 2, the land use configuration in Area 4 was slightly varied on the pre-amendment versions of the Village and Town Future Land Use maps. The intent of the amendment to Area 4 is to parallel the larger area designated in the Town's pre-amendment plan as "Environmental Preservation & Parks." The parallel Village plan future land use designation that is being incorporated into the Village's Map 9 is "Parks & Public Recreation/Environmental Corridor."

Area 5: Northwest Corner of Windsor Road/Highway 51

DeForest's pre-amendment version of its comprehensive plan designated this area as "Planned Neighborhood," with "Planned Mixed Use" recommended at the corner near the intersection of Windsor Road and Highway 51. Windsor's pre-amendment comprehensive plan designated the majority of this area as "Traditional Single Family Residential" with some "Mixed Residential" along Windsor Road. The majority of this area is appropriate for single family residential development, while the southeast corner of this area may be suitable for a broader mix of uses in response to the future USH 51/Windsor Road interchange in this area. Therefore, the Village Map 9 change is to redesignate the "Planned Neighborhood" area to "Single Family Residential—Sewered" and to expand the already-identified "Planned Mixed Use" area slightly.

Area 6: Southwest Corner of Vinburn/Highway 51

DeForest's pre-amendment version of its comprehensive plan designated this area as "Planned Mixed Use." Windsor's pre-amendment comprehensive plan designated this area as "Traditional

Single Family Residential.” Given the fact that an interchange is not included in WisDOT’s plans at Vinburn Road, and the nearest access to Highway 51 would be 1+ miles in either direction, the proposed Village Map 9 change is to redesignate Area 6 from “Planned Mixed Use” to “Planned Neighborhood.”

Area 7: East End of Hawk Trail

Through the DAWN process, the Village and Town have discussed the Village detaching to the Town up to five acres of land at the east end of Hawk Trail, just south of Grinde Road. This land would then be available for housing that is compatible with the housing that already exists along Hawk Trail. Therefore, the Village’s Map 9 change is to redesignate this area from “Planned Industrial/Business Park” to “Single Family Residential—Unsewered”, shifting a proposed green space buffer further east than shown on the pre-amendment version of Map 9

Area 8: Potential Future Morrisonville Growth Area

On the amended Map 9 in the Village’s plan, this area is scaled back from the pre-amendment version so that it does not include the sensitive environmental areas just north of Morrisonville.

Area 9: Northeast of Main Street and Gray Road

This is another small area where the Village’s pre-amendment future land use map did not match the Town’s pre-amendment future land use map. The DeForest map change is to redesignate Area 4 on Map 9 from “Planned Neighborhood” to “Planned Mixed Use.”

The attached versions of Map 9 and Map 10 also include other very minor modifications that are not specifically listed above.

Area 10: Daentl Road in the Town of Burke

This is a proposed change in the future land use designation for a limited number of properties in the Daentl Road area in the Town of Burke to address errors in Future Land Use mapping that were discovered in the course of review of the Future Land Use Map in association with the DeForest/Windsor Boundary Agreement.

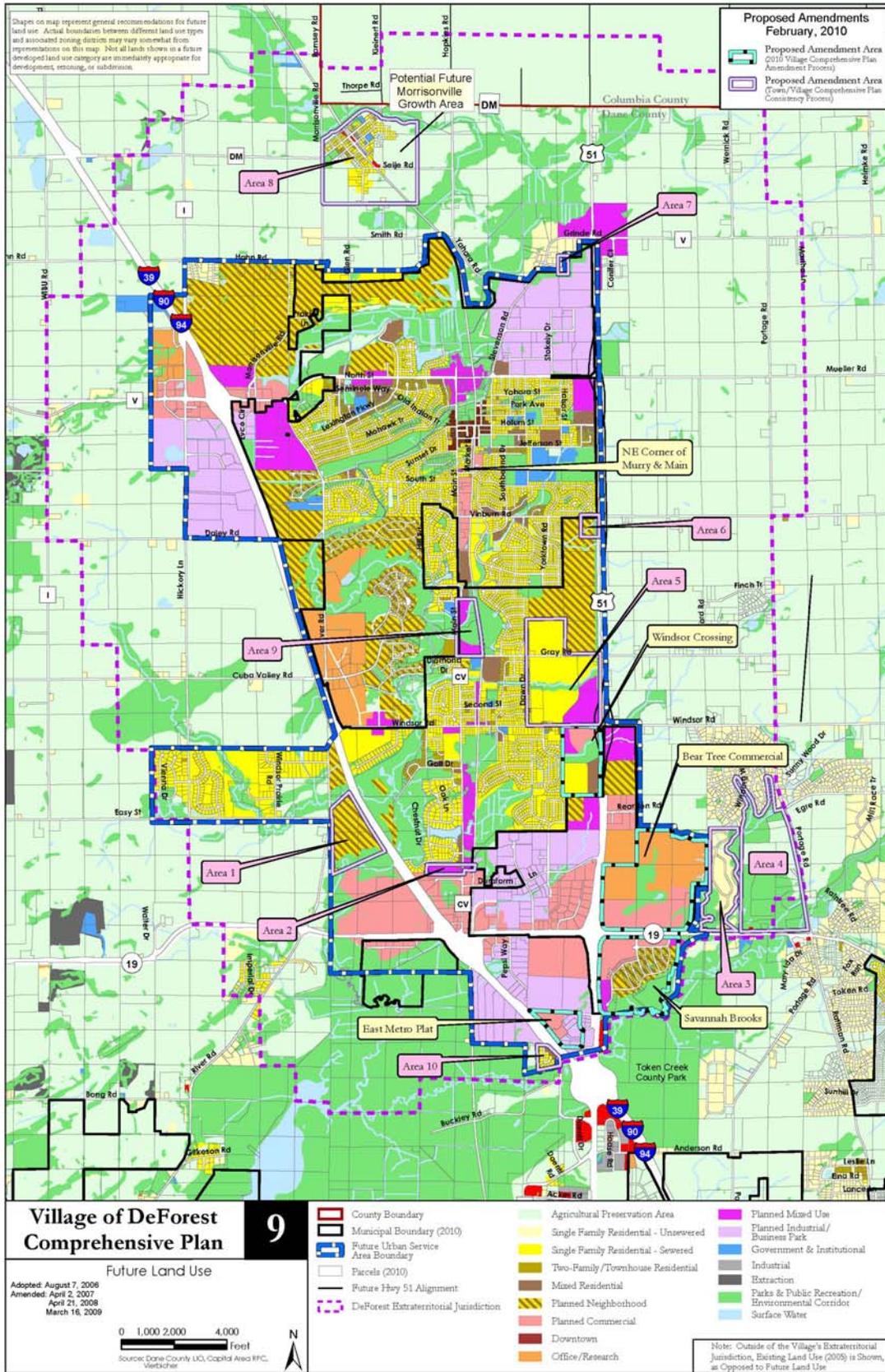


Exhibit 1: Village of DeForest Comprehensive Plan Amendments

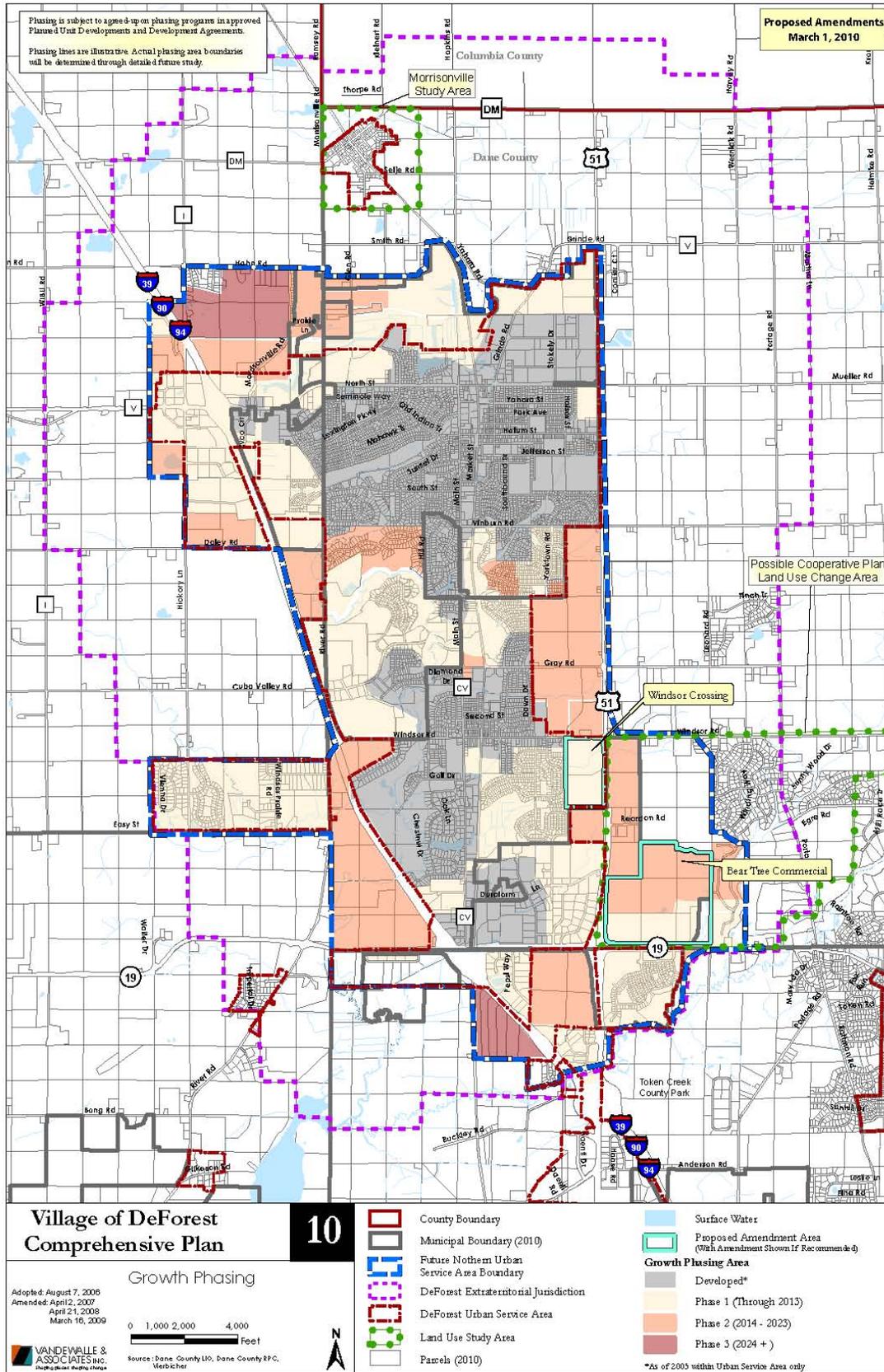


Exhibit 1: Village of DeForest Comprehensive Plan Amendments

ORDINANCE NO. 2010-05

**AN ORDINANCE ADOPTING AMENDMENTS TO
TOWN OF WINDSOR COMPREHENSIVE PLAN**

WHEREAS, on May 5, 2005, the Town Board of the Town of Windsor, after meeting all the statutory requirements therefor, adopted its Comprehensive Plan entitled "Town of Windsor Comprehensive Plan" pursuant to Wis. Stats. § 66.1001(4)(c); and

WHEREAS, Wis. Stats. § 66.1001(4) provides that towns may from time to time amend, expand, or add to a comprehensive plan or master plan or carry out any part of the subject matter in great detail; and

WHEREAS, the Town Board of the Town of Windsor has adopted and followed written procedures designed to foster public participation at every stage of the preparation of this amendment containing all of the elements specified in Wis. Stats. § 66.1001(4)(a); and

WHEREAS, the Town of Windsor and the Village of DeForest have negotiated an Intergovernmental Agreement pursuant to Wis. Stats. § 66.0301(6) and a Cooperative Plan pursuant to Wis. Stats. § 66.0307 in order to provide a long term agreement between the two communities concerning future plans for development as well as to coordinate and make generally consistent the Comprehensive Plans of the Town of Windsor and the Village of DeForest as to issues of common concern along the communities' mutual border; and

WHEREAS, on March 23, 2010, the Plan Commission of the Town of Windsor, by a majority vote of the entire Commission, recorded in its official minutes, has adopted a Resolution recommending to the Town Board the adoption of amendments incorporating by reference the text of the plan specified herein and approving other specified plan amendments; and

WHEREAS, the Town of Windsor has held a public hearing on May 12, 2010, preceded by Class 1 notice, in compliance with the requirements of Wis. Stats. § 66.1001(4)(d), and provided other opportunities for public involvement pursuant to its adopted public participation strategy and procedures;

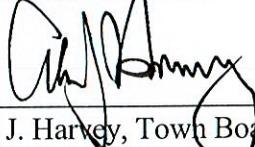
NOW, THEREFORE, the Town Board of the Town of Windsor, Wisconsin, does hereby ordain as follows:

1. The text and map amendments to the Town of Windsor Comprehensive Plan, as set forth in Exhibit 1, attached hereto and incorporated herein, are hereby adopted.
2. This Ordinance shall take effect upon the earlier of:

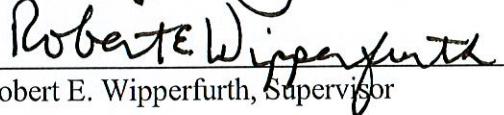
- (a) Thirty-one (31) days after final approval, and publication by both parties of a Cooperative Boundary Agreement between the Village of DeForest and the Town of Windsor pursuant to Wis. Stats. § 66.0301(6), provided, however, that if a referendum is required pursuant to Wis. Stats. § 66.0301(6)(c)2., this Ordinance shall not take effect until certification of the results of the referendum election approving the Agreement.
- (b) Approval by the Wisconsin Department of Administration of a Cooperative Plan approved by both the Village of DeForest and the Town of Windsor pursuant to Wis. Stats. § 66.0307.

The above and foregoing Ordinance was duly adopted at a regular meeting of the Town Board of the Town of Windsor on the 12th day of May, 2010.

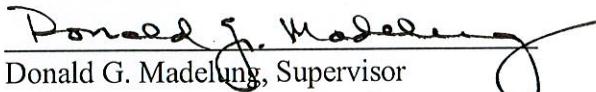
TOWN OF WINDSOR



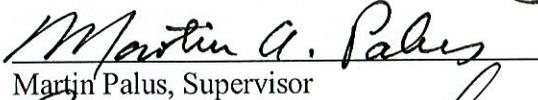
Alan J. Harvey, Town Board Chairperson



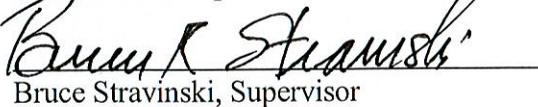
Robert E. Wipperfurth, Supervisor



Donald G. Madelung, Supervisor



Martin Palus, Supervisor



Bruce Stravinski, Supervisor

ATTEST:



Tina A. Butteris
Finance Officer/Clerk-Treasurer

4851-2861-5942, v. 1

07559.101296-41eb-120510srp/kka
Ordinance Amending Comp. Plan (2010-05)



5126 W. Terrace Drive
Suite 111
Madison, WI 53718-8346
608 / 242 1550
608 / 242 0787 fax
www.graef-usa.com

STAFF REPORT

DATE:	May 12, 2010
TO:	Town of Windsor Board
CC:	Tina Butteris – Town Clerk / Treasurer Amy Anderson Schweppe – Town Operations Manager Larry Bechler – Town Attorneys Kevin Richardson – Town Engineer
FROM:	Larry Witzling, Erin Ruth – Town Planners
RE:	Comprehensive Plan Amendments related to Windsor/DeForest Cooperative Planning Effort

OVERVIEW:

In October of 2009, planning consultants from the Village of DeForest and Town of Windsor met to identify areas of difference between each municipality's comprehensive plans. While the consultants recognized many areas of consistency in vision and approach, numerous smaller discrepancies existed.

Following those initial conversations, DeForest planners compiled a document titled 'Village and Town Comprehensive Plan Difference Areas' that included specific quotes from each plan in an effort to identify particular areas of difference. This document also included the Village planners' summary of potential approaches that might bring the two plans into greater alignment.

Using that document as a guide, each planning staff prepared draft text and map amendments. These drafts were discussed at another meeting in January, 2010.

The end result is that each community has prepared amendments to their respective plans, each with input from the other community. The Town's proposed amendments are included in Exhibit 1. New text is written in red. Deleted text is struck through. The numbers on the attached 'Draft Future Land Use Map' represent the numbered areas found under the heading 'Future Land Use Areas' in the document.

It is Staff's opinion that if approved, the proposed amendments would bring the two plans into substantial compliance with one another.

The proposed amendments were reviewed for discussion purposes at the February 23, 2010 Plan Commission meeting. The Town Plan Commission passed a resolution recommending approval of the amendments at a joint meeting with the Village Plan Commission on March 23, 2010.

It should be noted that in addition to the amendments proposed related to the cooperative planning effort, there are also a series of minor amendments proposed for 'housekeeping' purposes, reflecting changes that have occurred since the last amendment in 2006. These proposed amendments are included in Exhibit 1, under a separate heading. These proposed amendments were also recommended for approval by the Plan Commission in the same vote noted above.

Correspondence was received on April 26, 2010 from Thomas G. Wilson, the Town Attorney/Clerk/Treasurer in the Town of Westport. This letter (see Appendix A) requests that the Town and Village reconsider the designation of the mixed use residential district in the area located between Highway 19 and I-39/90/94. This area is scheduled to attach to the Village upon development, as such staff recommends continuing to match the Village future land use map in this area whether by keeping the area as currently designated or by honoring the Town of Westport's request.



No other correspondence was received at the time of this report's preparation from other municipalities or from the general public.



EXHIBIT 1: Town of Windsor Comprehensive Plan Amendments in Conjunction with the DeForest-Windsor Boundary Agreement

Amendments related to Police Protective Service Policies

Pg. 44, 2nd column, 3rd paragraph – “Expand, based on community demand and financial considerations, police protective services in the Town **per the Town of Windsor Law Enforcement Methodology, included as Appendix E of this plan.**”

Pg. 45, 1st column, last paragraph – “Provide police protective services to Windsor residents commensurate with general demand, fiscal considerations, and community growth. The primary criteria in establishing the level of law enforcement services to be provided shall be ~~input from Windsor residents as to the level of services provided~~ **the Town of Windsor Law Enforcement Methodology.**”

Amendments related to Agricultural Preservation

Pg. 56, 1st column, 1st paragraph – “Ensure the long-term continuation of agricultural uses east of US 51 and north of Windsor Road. Because of their incompatibility with non-agricultural uses, production agriculture and open space uses are recognized as highest/best uses in this area; the addition or expansion of non-agricultural residential or commercial uses **shall be limited** except as provided in the following policies:”

Pg. 56, 2nd column, beginning with 1st full paragraph – “The Town may allow the limited establishment of businesses inherently associated with agriculture and forestry uses in this area (planned “Agricultural” areas) that are part of a Town-approved agricultural tax incremental financing district, **per Wisconsin Statute 60.85 including 60.85(2)(c) which states that “no town may exercise any power under this subsection within the extraterritorial zoning jurisdiction of a city or village, as that term is defined in s.62.73(7a)(a) unless the city’s or village’s governing body adopts a resolution which approves the town’s exercise of power under this subsection within such an extraterritorial zoning jurisdiction.”**

Agricultural/forestry tax incremental financing districts meeting state law requirements may also be established in commercial/industrial districts, **per Wisconsin Statute 60.85.**

When reviewing zoning or land divisions proposals in the agricultural district, the Town Board may authorize limited non-agricultural commercial activities that meet applicable regulations pertaining to home occupations/professional home offices, or, in the case of such commercial activities utilizing outbuildings, such commercial activities shall be low profile in nature, be operated by the owner of the premises, employ no more than ~~two~~ **one full-time equivalent** non-resident employees, produce no excessive **traffic, noise or light**, be compatible with the agricultural setting of the area, and be a commercial activity that would not be better suited to be maintained in a traditional commercial setting or business park, **and would not normally benefit from urban service, such as municipal sewer and water.**

When reviewing zoning or land division proposals in the agricultural district, the Town Board may authorize compatible uses promoting agricultural diversification, **such as those related to value added agriculture primarily utilizing produce produced on site and not requiring urban services.** This can include small scale commercial activities that are compatible with agricultural uses **such as the commercial activities described above.**”

Amendments related to Community Separation

Pg. 55, column 2, paragraph 4 – “Require ~~a~~ **the** ring of natural/agricultural land around Morrisonville, **and the Token Creek environmental corridor near the City of Sun Prairie be maintained to ensure the identity of each place be protected **to continue a sense of separation between distinct communities, ensuring the identity and character of each place is protected.**”**



Amendments related to Growth Phasing

Pg. 73, 3rd column, last paragraph – “The actual amount of development that can be anticipated in the Town of Windsor in the next 20 years is difficult to determine. Development in Dane County is increasing rapidly, major improvements to US 51 are being planned, and the Town remains a very desirable place to live and work. **Generally, phasing of development within the Town is handled through the distribution of building permits as arranged on a project by project basis through developer agreements between the Town and the developer.**”

Amendments related to Intergovernmental Cooperation

The text of both the Town and Village Comprehensive Plans shall be modified to include the following language related to Intergovernmental Cooperation.

Pg. 64, 3rd column, 2nd full paragraph – [delete all text under the heading ‘Cooperative Planning Policies’ and replace with the following:

“In 2009 and 2010, the Village of DeForest and Town of Windsor participated in extensive and amicable intergovernmental discussions to develop a “cooperative (boundary) plan” pursuant to section 66.0307, Wisconsin Statutes. This new cooperative plan is intended to replace the 2004 Settlement Agreement between the communities. This collaborative intergovernmental process has yielded numerous positive outcomes, including:

- **Establishment of police protection service standards for each community and acceptance by each municipality of those standards.**
- **An agreement to conduct a joint utilities system study to determine how to most efficiently serve lands in DeForest and Windsor with public water, and to continue to collaborate when lines are proposed to extend through the other municipality’s jurisdiction.**
- **An approach to enable Village approval of pending development proposals in the Town that the Town has determined are important to address in the short term.**
- **Proposed 20-year Village and Town municipal boundaries, depicted in Figure (X) on the following page.**

Concurrent with the cooperative planning process, both communities agreed to amend their comprehensive plans in order to eliminate material inconsistencies and potential future conflicts. The Town and Village collaborated on comprehensive plan amendments incorporated into both plans. The two communities have determined that there are no material inconsistencies between the two comprehensive plans, at least in the versions that were in place immediately following the amendments in 2010.”

Pg. 65, green box, 1st policy – ~~“Complete the cooperative planning process with the Village of DeForest~~ **Monitor and maintain the cooperative plan with the Village of DeForest.”**

Pg. 65, green box, 3rd paragraph – **“Continue to** coordinate land use plans with those adjacent municipalities to ensure implementation of this plan.

Amendments related to Land Use

Area 1: North of Highway 19 and south of I-39/90/94



Future land use map revision – The Town has placed an overlay on this area designated as “Area to transfer to the Village of DeForest at development” with a footnote referencing the 2010 DeForest-Windsor Cooperative Plan.

Pg. 72, 2nd column, 1st full paragraph – “There are two areas within the Town where commercial uses serving a larger regional area are planned. They are **northeast corner of the I-39/90/94 and STH 19 Interchange area and the land to the east and west of US 51 (south of Windsor Road).**”

Pg. 73, new heading and text –

“Areas to be Attached to Village of DeForest Upon Development

Upon implementation of the 2010 Cooperative Plan between the Town and the Village of DeForest, certain areas currently within the Town will attach to the Village when specific development triggers are reached, per the conditions of the approved cooperative plan. Most notably these areas include the area north of Highway 19 and southwest of I-39/90/94, and approximately 200 acres located west of Highway 51 between Vinburn and Gray Roads.

The area north of Highway 19 and southwest of I-39/90/94 is designated on each municipality's future land use plans as commercial development to the south and residential development to the north. The Town recognizes that the Village of DeForest Comprehensive Plan places the residential component of this area in its ‘Planned Neighborhood’ future land use designation, which specifies a predominantly residential setting in which a minimum of 65% of the housing units would be single family detached residences. The Town has no objection to this Village future land use pattern provided the lands immediately abutting existing and future Town development are developed with single family residences.”

Area 2: Grinde Road Area

Future land use map revision – 5 acres at end of Hawk Trail shall be attached to the Town of Windsor from the Village of DeForest. This area has been designated ‘Traditional Single Family Residential’ on the Future Land Use Map.

Page 69 – “Developments should be sewered (~~except for the Grinde Road area, which should follow the Rural Infill Policies on Pg. 73~~) and the overall gross density in this district should range from 2 to 4 units per acre (**except for the Grinde Road area, which should follow the Rural-Infill Policies on pg. 73**).”

Page 73 – “(1) *Minimum Size*. The resulting lots to be created must satisfy at least one of the following tests: (a) **the resulting lots are a minimum of 1 acre in the Grinde Road area,** ~~(a)~~ (b) the resulting lots are a minimum of 1.5 acres each in size within the Conifer Court neighborhood and are a minimum of 2 each in size within the Windsor Meadows and Windsor Hills neighborhoods; or ~~(b)~~ (c) the new lot to be created is 50% or greater of the combined average lot size of the two immediately adjacent lots. Only one additional lot may be created from an existing lot, and shall be deed restricted to prohibit any future land division other than a minor boundary line adjustment not creating a new parcel.”

Area 3: Bear Tree Area

Future land use map revision – The Town has placed an overlay on this area designated as “Future Development Subject to Cooperative Plans” with a footnote referencing the conditions of the 2010 DeForest-Windsor Cooperative Plan.

The Plan Commission recommended approval of the following amendment text:

Pg. 73, 3rd column, new heading –



Page 73, 3rd column, new heading –

“Areas where Future Development is Subject to DeForest/Windsor Cooperative Plan -- Bear Tree

Development of the Bear Tree subdivision will be postponed for 10 years per the conditions of the 2010 Cooperative Plan between the Town and the Village of DeForest.”

Staff recommends the Town Board consider altering this language to the following:

“Areas where Future Development is Subject to DeForest/Windsor Cooperative Plan -- Bear Tree

Development of the Bear Tree subdivision shall be subject to the conditions of the 2010 Cooperative Plan between the Town and the Village of DeForest.”

Area 4: Revere Trails

No amendments required for this area. The Village has agreed to amend their Future Land Use and Phasing Plans to coincide with Town Plans.

Area 5: Southwest Corner of Vinburn/Highway 51

Future land use map revisions – The Town has placed an overlay on this area designated as “Area to attach to Village of DeForest at development” with a footnote referencing the 2010 DeForest-Windsor Cooperative Plan.

Area 6: Northwest Corner of Windsor Road/Highway 51

Future land use map revision – The Town has included an area of “Neighborhood Mixed Use” at the northwest corner of Windsor Road and US 51, configured around an extended North Towne Road.

Pg. 71, 1st column, 1st paragraph - “A few areas in the Town are appropriate for a mix of commercial and residential land uses. They are designated on the Future Land Use Map along portions of Windsor Road and CTH CV, the interchange of Windsor Road and US 51, and also the major crossroads in Morrisonville.”

Area 7: Community Growth Area (from Settlement Agreement)

Future land use map revisions – The Town has placed an overlay on the northern portion of this area designated as “Area to attach to Village of DeForest at development” with a footnote referencing the 2010 DeForest-Windsor Cooperative Plan. The southern portion of this area remains ‘Traditional Single Family Residential’ with the exception being the area changed to ‘Neighborhood Mixed Use’ (see Area 6).

Area 8: Southern ‘40’ of Windsor Crossing

Future land use map revisions – The Town has placed an overlay on this area designated as “Future Development Subject to Cooperative Plans” with a footnote referencing the 2010 DeForest-Windsor Cooperative Plan.

Pg. 73, 3rd column, new heading –

“Areas where Future Development is Subject to DeForest/Windsor Cooperative Plan -- Windsor Crossing



Development of Windsor Crossing is subject to the conditions of the 2010 Cooperative Plan between the Town and the Village of DeForest, as well as to the Windsor Crossing Design Guidelines which can be found in Appendix F of this document.”

Area 9: Morrisonville Area

Pg. 72, 1st column, 5th paragraph - “The agricultural land to the east and south of Morrisonville (west of US 51), **as designated on the Future Land Use Map**, should be maintained as agricultural use for at least the short term. It should be reserved for future residential growth when appropriate.”

Amendments not directly related to Cooperative Planning Process

The following are recommended Comprehensive Plan amendments that are not directly related to the cooperative planning effort with the Village of DeForest. New text is shown in red, and deleted text is struck through.

Utilities and Community Facilities

Pg. 39 – Sanitary District Map to be updated to reflect current conditions

Pg. 41, 1st column, new paragraph after 1st full paragraph – **In 2007, the properties in the former Hidden Springs Sanitary District were absorbed into the Windsor Sanitary District #1.**

Pg. 41, 1st column, 2nd heading – ~~Hidden Springs Sanitary District: Provides municipal sanitary sewer service.~~

Agricultural, Natural, and Cultural Resources

Pg. 55, new policy under 1st goal/1st objective – **Explore the creation of an Agricultural Enterprise Area under the State of Wisconsin’s Working Lands Initiative.**

Land Use

Pg. 73 , 3rd column, under heading ‘Land Use Plan- Future Roads’ – The future roads depicted on the Land Use Plan Map represent important roadway connections that should be established as development occurs. **The roads shown are intended to reflect those shown on the Town of Windsor’s Official Map, prepared per Wisconsin Statute 62.23(6). Should any discrepancy occur between future roads shown on the Future Land Use map and those shown on the Official Map, the Official Map should take precedence.**

The exact configuration/location of each road connection is not limited to what is shown on the map, rather they are provided as a general guide to ensure future connections between new and existing roadways and development. **Furthermore, the placement of these potential roadways on the Town’s Official Map prevents building in the path of those potential roadways that would hinder their future construction.**

Implementation

Pg. 79, 1st column, under the heading ‘Action Steps’ – ~~Explore the creation of~~ **Continue efforts to implement** a Purchase or Transfer of Development Rights (PDR or TDR) program within the Town. ~~(2006 Ongoing)~~



~~Complete the Cooperative Planning Process with the Village of DeForest. (2006).~~ Continue to engage the Village of DeForest on issues of mutual interest, per the conditions of the DeForest/Windsor Cooperative Plan. (Ongoing)

Explore the creation of a Transportation Management District with the Village of DeForest. (~~2006~~ Ongoing)

~~Review and update the Sun Prairie ETZ zoning based on the Town's Land Use Districts. (2006)~~ Explore the opportunity to collaborate with the City of Sun Prairie and the Village of DeForest in the establishment of mutually agreed upon ETJ and ETZ boundaries. (2010)

~~Begin creation of a border agreement with the City of Sun Prairie. (2006)~~ Continue to collaborate with the City of Sun Prairie on a cooperative boundary agreement. (2010)

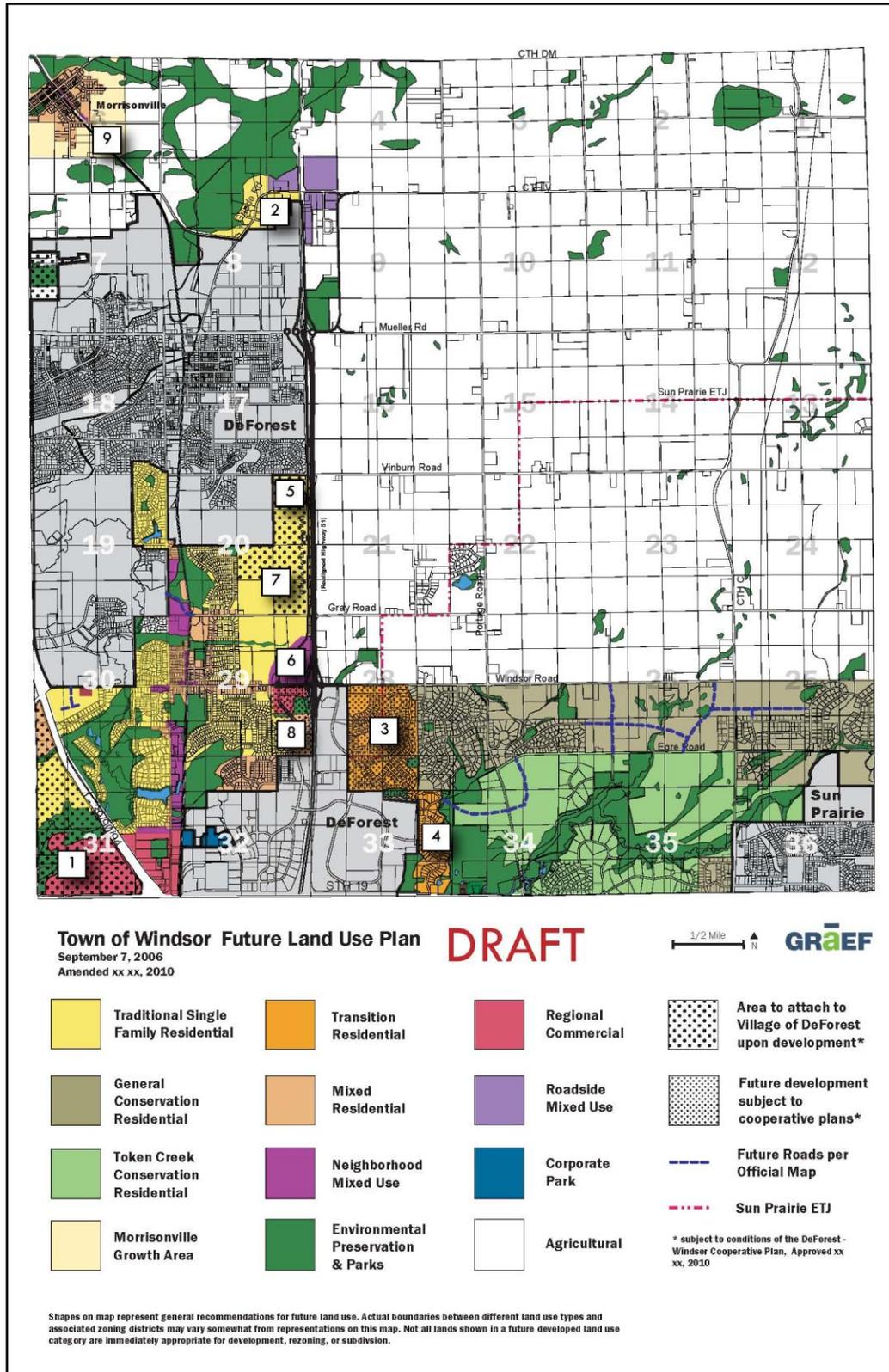
~~Investigate the creation of Streetscaping districts in the hearts of Old Windsor and Morrisonville. (2007)~~ Explore opportunities for streetscaping enhancements in Morrisonville. (Upon completion of Morrisonville utility work)

Consider plans for serving lands east of US 51 and south of Windsor Road with utilities. (Ongoing)

Make improvements to Town roads as necessary to accommodate future traffic generated by increased development in and around the Town. (Ongoing)

Continually monitor and update the **Town of Windsor Comprehensive** Plan as outlined in subsequent sections of this element. (Ongoing)

Conduct periodic meetings with Dane County, **the Capitol Area Regional Plan Commission (CARPC)**, and surrounding Towns, Villages, and Cities to explore joint opportunities and resolve land use conflicts. (Ongoing)



Appendix A: Correspondence from Town of Westport

Town Board

John A. Van Dinter, Chair
Terry Engle
Kenneth R. Sipsma
Brad G. Robinson
William B. von Rutenberg



Kennedy Administration Building
5387 Mary Lake Road
Waunakee, WI 53597
Office: (608)849-4372 * Fax: (608)849-9657
www.townofwestport.org

Thomas G. Wilson
Attorney/Administrator/Clerk-Treasurer

Robert C. Anderson
Utility, Finance & IS Manager

Debra J. Flynn
Executive Assistant

April 26, 2010

Michael Centinario
Village Planner
Village of DeForest
306 DeForest Street
DeForest, WI 53532

BY E-MAIL ONLY

Erin Ruth
Town Planning Consultant
Town of Windsor
5126 W. Terrace Drive, Ste. 111
Madison, WI 53718-8346

Re: Village of DeForest/Town of Windsor
Comprehensive Plan Amendments

Dear Michael and Erin:

I am the Town of Westport Attorney/Administrator/Clerk-Treasurer. At its regularly scheduled meeting held on April 19, 2010, the Town Board of the Town of Westport reviewed the Comprehensive Plan Amendments for the Village of DeForest and Town of Windsor. The Board had some comments on the cooperative comprehensive plan and asked that I write to provide them. This is the purpose of this letter.

The Town Board made a few recommendations for the public hearing to be held on May 12, 2010. Initially, the Westport Board commends DeForest and Windsor for doing this cooperative planning after so many years of conflict. DeForest and Windsor working together is a strong signal of hope for even more welcome cooperation in our region north of Lake Mendota. As recommended in the Plans, Westport and the Village of Waunakee would certainly also want to work together with DeForest and Windsor and welcome contacts to do so.

F:\MyFiles\wp6data\COMPREHENSIVE PLAN\Village of DeForest-Town of Windsor Comp Plan Amend.wpd
0426101528



4/26/10
Page 2
Village of DeForest/Town of Windsor
Comprehensive Plan Amendments

However, there was one portion of the Plans that Westport's Board wished both communities will reconsider. The Board recommended considering removal of the mixed use residential element along River Road near the intersection with Easy Street at the western edges of the Plans. This is the only area inconsistent with Waunakee's and Westport's Comprehensive Plans and the Waunakee/Westport Joint Comprehensive Plan. The Westport Board feels this area should remain agricultural or rural preservation as shown in the current DeForest comprehensive plan. Please consider revising this portion of your Plans to be consistent with DeForest's current Plan.

Thank you for your consideration. Please contact me with any questions you may have regarding this matter.

Very Truly Yours,

Thomas G. Wilson
Attorney/Administrator/Clerk-Treasurer

TGW/df

cc by e-mail only:

- John Van Dinter, Town of Westport Chair
- Town Board, Town of Westport
- John Laubmeier, Village of Waunakee President
- Kevin Even, Village of Waunakee Engineer and Public Works Director
- Jeff Miller, Village of DeForest President
- Steve Fahlgren, Village of DeForest Administrator
- Alan Harvey, Town of Windsor Chair
- Tina Butteris, Town of Windsor Clerk/Treasurer

F:\MyFiles\wp6data\COMPREHENSIVE PLAN\Village of DeForest-Town of Windsor Comp Plan Amend.wpd
0426101528