

# EXHIBIT A

## **VILLAGE OF DEFOREST/TOWN OF WINDSOR COOPERATIVE PLAN UNDER SECTION 66.0307 WISCONSIN STATUTES**

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

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

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

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

and,

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

- (a) That specified boundary line changes shall occur during the Planning Period and the approximate date by which such changes shall occur.
- (b) That specified boundary line changes may occur during the Planning Period and the approximate dates on which the changes may occur.
- (c) That required boundary line changes under Paragraph (a) or an option boundary line change under Paragraph (b) shall be subject to the occurrence of conditions as set forth in the Plan.

1 (d) That specified boundary lines may not be changed during the Planning  
2 Period; and  
3

4 **WHEREAS**, the Parties have agreed that changes during the period of the Cooperative  
5 Plan will be based upon the authorization contained in Section 66.0307(2), Wis. Stats.; and  
6

7 **WHEREAS**, annexation of Windsor land by DeForest will become subject to the then  
8 applicable law upon the expiration of the 2004 settlement agreement between the Parties in 2019,  
9 and could create the possibility that the size and shape of annexations by DeForest may result in  
10 difficulties in the timing, location and provision of public services by Windsor; and  
11

12 **WHEREAS**, DeForest and Windsor enter into this Cooperative Plan to determine their  
13 respective boundaries and to guide and accomplish a coordinated, adjusted and harmonious  
14 development of the territory covered by the Plan; and, as well as to avoid, to the greatest extent  
15 possible, future disputes over boundaries; and  
16

17 **WHEREAS**, various intergovernmental agreements for the joint exercise of  
18 governmental powers and the provision of municipal services have been negotiated between  
19 Windsor and DeForest, examples of which are identified below. The Parties acknowledge said  
20 agreements in this Plan as ongoing intergovernmental agreements, subject to their own terms and  
21 conditions, unaffected by this Cooperative Plan:  
22

- 23 (a) Fire Protection Agreement, DeForest Area Fire Protection Board
- 24
- 25 (b) Intergovernmental Agreement Establishing Law Enforcement Service  
26 Levels
- 27
- 28 (c) Intergovernmental Community Center and Senior Programs Agreement
- 29
- 30 (d) Joint Municipal Court Agreement; and

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

35 **WHEREAS**, the Parties are simultaneously entering into an agreement in accordance  
36 with Section 66.0301(6), Wis. Stats., and all terms other than the effective date and length of  
37 agreement specified herein are intended to be part of the said agreement under Section  
38 66.0301(6), Wis. Stats.; and  
39

40 **WHEREAS**, it is the intent of this Cooperative Plan to establish the boundaries between  
41 DeForest and Windsor in a configuration as the boundaries exist at the time of this agreement  
42 with the exception of the attachments and detachments contained herein under the attachment  
43 and detachment process as a part of this agreement; and  
44



1 this Plan either as a Section 66.0301(6) agreement 66.0307 Cooperative Plan, whichever occurs  
2 first. In addition, the thirty (30) year restriction shall be extended to the remainder of the area of  
3 Windsor east of U.S. Highway 51 if the Parties agree upon an appropriate mixture of land uses  
4 within the portion of Area B lying south of Windsor Road and such lands are legally restricted to  
5 the approved uses. DeForest agrees that it shall not annex or approve any annexation petition for  
6 all or any part of Area B during the thirty (30) year term without Windsor’s approval.  
7

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

10  
11 The territory subject to this Cooperative Plan is as shown on **Exhibit 1** and includes those  
12 areas of DeForest and Windsor to which this document makes reference. The territory subject to  
13 the boundary adjustment and preservation provisions of this Plan shall also be all the territory  
14 where DeForest and Windsor have a mutual boundary.  
15

16 **SECTION 5**  
17 **ISSUES, PROBLEMS, OPPORTUNITIES**

18  
19 This Cooperative Plan will address issues and problems and create opportunities as noted  
20 in the following areas below:  
21

22 **A. Establish Boundaries Between DeForest and Windsor, Thereby Eliminating**  
23 **Annexation Disputes.** Like many towns, Windsor has been subjected to the loss of territory to  
24 DeForest by multiple annexations over an extended period of time. The losses of territory can  
25 create, from a municipal services standpoint, an irrational boundary difficult for Windsor to  
26 service. Not only is the border between DeForest and Windsor irregular, annexations have  
27 resulted in isolated areas where small portions of Windsor are partially surrounded by DeForest.  
28 The boundaries sought by this Cooperative Plan will recognize the interest of Windsor to  
29 maintain secure boundaries and to engage in meaningful planning. An agreed-upon boundary  
30 will allow the Parties to more efficiently engage in joint land use planning, reduce land use  
31 related disputes, and better plan for infrastructure improvements for sewer, water and other urban  
32 amenities.  
33

34 **B. Assure Orderly Development of DeForest and Windsor.** Capital infrastructure  
35 improvements require a planning horizon which may be from one to five years in length. Under  
36 normal annexation dynamics, annexations may occur that disrupt existing plans for infrastructure  
37 improvements. The Plan will allow DeForest, Windsor and Windsor’s sanitary districts to plan  
38 their utility services with more certainty of future service areas.  
39

40 **C. Control Urban Sprawl.** DeForest and Windsor believe that the Plan encourages  
41 development to be directed toward the developed areas, which is expected to greatly reduce the  
42 prospect of “urban sprawl.” The joint planning aspects of the Plan provide for development to  
43 occur in a logical, phased and mutually beneficial manner.  
44

45 **D. Maintain the Level of Public Safety Services Available.** Windsor and DeForest  
46 provide fire service and emergency medical service through a shared intermunicipal district

1 created pursuant to Section 66.0301, Wis. Stats. DeForest has its own police department, while  
2 Windsor provides police service through a service agreement with the Dane County Sheriff.  
3 Windsor and DeForest provide varying levels of municipal services. The Plan creates  
4 opportunities for potential expansion of intergovernmental cooperating in service provision, but  
5 does not directly affect the services provided by each Party.  
6

7 **SECTION 6**  
8 **BOUNDARY ADJUSTMENT AREA OF DEFOREST AND WINDSOR**  
9

10 The areas of DeForest and Windsor subject to boundary adjustments during the Planning  
11 Period are legally described on **Exhibit 3** and shown on a scale map on **Exhibit 2**. In cases  
12 where the designated boundary follows a public highway, the boundary shall be the centerline of  
13 that highway unless specifically designated otherwise on **Exhibit 3**. Notwithstanding the  
14 foregoing, the Parties may agree to a highway jurisdictional transfer for any public highway  
15 under either Party's jurisdiction.  
16

17 **SECTION 7**  
18 **CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS OF**  
19 **THE TERRITORY INCLUDED IN COOPERATIVE PLAN**  
20

21 The current land use and physiographic conditions (natural features) of the territory  
22 included in the Cooperative Plan are identified on **Exhibits 4** and **5**.  
23

24 **SECTION 8**  
25 **BOUNDARY ADJUSTMENTS MANDATED AND PERMITTED**  
26 **DURING THE PLANNING PERIOD**  
27

28 The boundary changes agreed by the Parties have been negotiated with the intent of  
29 promoting orderly growth, development and preservation of land. The Parties have given  
30 consideration to the efficient delivery of municipal services. The changes in boundaries further  
31 promote more regular boundaries and the elimination of isolated areas of Windsor abutting upon  
32 DeForest.  
33

34 **A. Optional Attachments from Windsor to DeForest.**  
35

36 (1) The following land areas may, at the option of DeForest, be detached from Windsor  
37 and attached to DeForest on the earliest of the following occurrences: (a) at the time they are  
38 proposed for development at an intensity above Windsor, DeForest or Dane County agricultural  
39 preservation policies, (b) at any time within one hundred twenty (120) days of the expiration of  
40 the Planning Period or the expiration of the boundary agreement entered into simultaneously  
41 between the Parties under §66.0301 (6), Wis. Stats., or (c) at any other time upon the written  
42 consent of Windsor.  
43

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

1  
2 (b) Area #2: Generally the E½ of the NE¼ and the E½ of the SE¼ and the  
3 NW¼ of the SE¼ of Section 20, T9N, R10E as shown on **Exhibit 2** as  
4 Area 2, and as described in greater detail on **Exhibit 3**.  
5

6 (2) “Proposed for development at an intensity above Windsor, DeForest or Dane County  
7 agricultural preservation policies” shall mean any one of the following events has occurred:  
8

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

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

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

23 (d) A petition is filed with DeForest by the owner of a parcel seeking  
24 attachment to DeForest and said owner, or a person or entity with the right  
25 to acquire ownership, enters into a development agreement providing for  
26 the extension of public water and sanitary sewer service to the parcel.  
27

28 (3) For purposes of this section, a “farm” shall mean all contiguous land under common  
29 ownership on January 1, 2010, regardless of its use on that date or thereafter. A proposal to  
30 develop any part of a farm at an intensity above the Windsor, DeForest, or Dane County  
31 agricultural preservation policies shall be sufficient to authorize the attachment of the entire  
32 farm. Notwithstanding the foregoing, in the event the farm subject to attachment is not  
33 contiguous to DeForest, DeForest may proceed to attach one or more additional farms within  
34 Area #1 or Area #2 as necessary to make the attachment territory contiguous to DeForest’s  
35 boundary.  
36

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

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

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

43 The following land shall detach from Windsor and attach to DeForest upon the approval  
44 of this Cooperative Plan under Section 66.0301(6), Wis. Stats.: that part of the North Street right-

1 of-way west of Highway 51, which at the time of approval of this Plan remains in Windsor and  
2 as further designated on **Exhibits 2** and **3** as Area 4A, and all public rights-of-way in the NW¼  
3 of Section 30, T9N, R10E, designated on **Exhibits 2** and **3** as Area 4B.

4  
5 **D. Limitation on Attachments of Other Areas.**

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

10  
11 **E. Detachment from DeForest and Attachment to Windsor.**

12  
13 DeForest shall detach to Windsor upon the approval of this Cooperative Plan under  
14 Section 66.0301(6), Wis. Stats., not more than five acres at the east end of Hawk Trail, in the  
15 Grinde Road area, for lots and housing consistent with the housing already existing along Hawk  
16 Trail, following DeForest approval of rezoning and recording of a DeForest-approved plat or  
17 certified survey map by the owner of such land. This area is designated as Area D on **Exhibits 2**  
18 and **3**.

19  
20 **F. Development of Areas Reserved for Development within Windsor.**

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

27  
28 (1) Future Windsor Development Areas.

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

37  
38 (b) Area B: The Parties agree that the area identified on Exhibit 2 as Area B  
39 shall be not be permitted to develop in any manner inconsistent with the  
40 agricultural preservation standards included within Section 8G(2)(b)  
41 below or the DeForest and Windsor Comprehensive Plans as both existed  
42 on June 1, 2010, unless both Parties agree to a subsequent amendments,  
43 except that this restriction shall apply to the portion of Area B lying south  
44 of Windsor Road only for a period of ten (10) years from the effective date  
45 of this Cooperative Plan. Any development in the portion of Area B south

1 of Windsor Road shall at all times be served by public sanitary sewer and  
2 water service.

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

9 (2) Pending Development.

10  
11 The development known as Windsor Crossing has previously been approved by Windsor  
12 and recorded as a condominium plat. Upon the approval of this Cooperative Plan either under  
13 Section 66.0301(6) or Section 66.0307, Wis. Stats., and provided that the layout, land uses and  
14 densities shall follow the agreed-upon standards attached hereto as **Exhibit 6** and the  
15 development or development site is legally restricted as such, DeForest shall:  
16

- 17 (a) Approve any condominium plat, subdivision plat or certified survey map  
18 for the lands proposed for Windsor Crossing as described, and per the  
19 standards, in Exhibit 6.  
20  
21 (b) Submit a letter to Dane County that states that DeForest has withdrawn its  
22 opposition to the rezoning of those same lands for the Windsor Crossing  
23 development or any successor, DeForest and Windsor have reached  
24 agreement on comprehensive plan amendments to facilitate the  
25 development, and DeForest and Windsor agree on the mix of land uses  
26 proposed for the Windsor Crossing lands.  
27

28 This provision contained in sub. (2) was negotiated to address the Windsor Crossing  
29 development proposal that was pending at the time this Cooperative Plan was approved, but shall  
30 also apply to any subsequent development proposal for the Windsor Crossing lands (i.e. that  
31 portion of Area A on **Exhibit 2** that is south of Windsor Road), unless modifications are  
32 approved by both Parties.  
33

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

35  
36 (1) Limitation on Conservation Easements.

37  
38 Windsor agrees that it will not acquire, nor attempt to acquire, conservation easements or  
39 take any action which would otherwise restrict future development in Areas 1, 2, 3A, 3B and 5  
40 on **Exhibits 2** and **3**, which under this Cooperative Plan are or may become available for  
41 attachment to DeForest during the Planning Period, unless otherwise approved by DeForest.  
42 Windsor shall not provide financial or other assistance to any other Party in connection with any  
43 action Windsor is prohibited from taking under this section. In the event any person or entity  
44 shall seek to impose such restrictions in violation of this subsection, Windsor shall fully  
45 cooperate with DeForest in any effort to oppose or remove such restrictions.  
46

1 (2) Working Lands Initiative and Agricultural Preservation

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

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

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

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

1 by Windsor only if limited—by selection of an appropriate  
2 agricultural-related zoning district, requiring of a recorded deed  
3 restriction, or both—to enable businesses operated by one or more  
4 residents of the property that are clearly related to agriculture or  
5 horticulture only. The intent of this subsection is to minimize the loss  
6 of productive farmland and to maintain the integrity of the area east of  
7 Highway 51 and north of Windsor Road as a whole for agricultural  
8 production.  
9

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

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

23 b. All such development shall be subject to Windsor site plan  
24 review regulations which are substantially similar to those  
25 regulations applicable to commercial development under  
26 Windsor’s site plan review regulations in place as of April 1,  
27 2010.

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

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

42 e. All development located within mapped wellhead protection  
43 areas shown in **Exhibit 7a** or described in the Windsor  
44 Wellhead Protection Ordinance as provided in **Exhibit 7b** shall  
45 comply with the requirements of NR 811.16, Wisconsin  
46 Administrative Code, and both communities’ Wellhead

1 Protection Ordinances to the extent that similar restrictions are  
2 applicable to similarly positioned 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  
7 subsection (iii).  
8 g. Prior to taking any formal action on said rezoning or  
9 conditional use permit allowed under this subsection (iii),  
10 Windsor shall consult with DeForest regarding the proposal  
11 and its consistency with this Cooperative Plan and the  
12 comprehensive plans of the two Parties. Such consultation  
13 shall occur at one of the joint meetings described under Section  
14 13(B).  
15 h. Within the west ½ of Sections 16 and 21 and the west ½ of the  
16 northwest ¼ of Section 28, T9N, R10E, as depicted as Area E  
17 in **Exhibit 2**, Windsor shall disapprove any rezoning or  
18 conditional use permit allowed under this subsection (iii)  
19 unless such proposal is first approved by the DeForest Village  
20 Board.

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

- 27  
28 iv. Any lands may be used for the construction and maintenance of  
29 stormwater management facilities, if a professional stormwater  
30 management study conducted or approved by either Party recommends  
31 such facilities. Lands used for stormwater management facilities may  
32 be owned by either Party, and any lands owned by DeForest intended  
33 for such facilities shall, during the term of this Cooperative Plan as it  
34 applies to this area, be subject to DeForest's zoning jurisdiction and  
35 regulations from the date of acquisition, but shall be zoned only to a  
36 designation that is consistent with use as a stormwater management  
37 facility.  
38  
39 v. The area near the intersection of Highway V/Grinde Road and Highway  
40 51 that is designated for "mixed use" development within the two  
41 Parties' comprehensive plans as they existed on June 1, 2010 may be  
42 utilized in accordance with the standards within such comprehensive  
43 plans for this "mixed use" area, except as either or both comprehensive  
44 plans may be subsequently amended by mutual consent of both Parties  
45 as they affect this particular "mixed use" area.  
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**SECTION 9**  
**SANITARY SEWER AND WATER SERVICE**

A. **Wastewater Treatment.** The treatment of wastewater collected in sewage collection systems for DeForest and Windsor is provided by the Madison Metropolitan Sewerage District.

B. **Urban Service Areas.** The urban service areas are under the control of the Wisconsin Department of Natural Resources and are administered with the advice of the Capital Area Regional Planning Commission (CARPC) created May 2, 2007, by Executive Order #197 of Wisconsin Governor James Doyle pursuant to Section 66.0309, Wis. Stats.

C. **Local Sewer Utilities.** DeForest has a public works department that provides maintenance and authorized extensions of DeForest's wastewater collection system. Windsor has four sanitary districts that provide maintenance and authorized extensions of their wastewater collection systems:

(1) Lake Windsor Sanitary District

(2) Morrisonville Sanitary District

(3) Oak Springs Sanitary District

(4) Windsor Sanitary District #1

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

D. **Local Water Utilities.**

(1) DeForest through its public works department operates, maintains, and extends water service to its residents and to certain residents of Windsor (along with the Towns of Burke and Vienna) under existing intermunicipal agreements entered into under Section 66.0301, Wis. Stats.

(2) Windsor Sanitary District No. 1 operates, maintains and extends water service to customers of Windsor that are within the boundaries of the district along with certain properties formerly within the district that have since been annexed to DeForest.

(3) DeForest and Windsor at the time of this agreement cooperate on the extension of sewer and water service under what is referred to as a mutually agreed "Utility Neutral" policy. DeForest and Windsor shall continue to be bound to the following provisions, which were established by agreement in 2004, throughout the Planning Period. The policy is stated as follows:

(a) **Provision of Utility Service.** DeForest and Windsor shall each have the right to provide extensions of municipal sewer and water services (together with any other municipal utility services) to the areas within

1 their respective jurisdictions. The right to provide such services shall be  
2 determined by the jurisdiction over the customer's property at the time the  
3 service is first provided.  
4

- 5 (b) Extraterritorial Facilities Extensions. In connection with the extension of  
6 either water or sewer service, each Party consents to the location of utility  
7 facilities of one Party being located under the streets or within the public  
8 lands or utility easements of the other Party. Such installation and  
9 location shall be done in accordance with generally accepted engineering  
10 standards and applicable municipal ordinances (including any permitting  
11 requirement but excluding any bonding requirement). The specific  
12 location of facilities on public lands other than street rights of way shall be  
13 subject to mutual agreement. In the event such a utility extension is  
14 designed to cross private land in either municipality, such municipality  
15 shall not take any action to obstruct or prevent such work.  
16 Notwithstanding the foregoing, however, nothing contained in this Section  
17 9 shall prevent the Parties, together with Windsor Sanitary District No. 1,  
18 from subsequently entering into intergovernmental cooperation  
19 agreement(s) if the Parties determine them to be cost effective and in their  
20 respective best interests, to make joint use of utility facilities or otherwise  
21 to cooperate in the provision of utility services.  
22

23 No further authorization shall be required to enter upon lands within the  
24 boundaries of the other municipality to construct or maintain sewer or  
25 water lines, but prior to commencing utility work in the right-of-way of  
26 the other Party, notice, in writing, shall be given 30 days in advance of the  
27 commencement of the utility work unless an emergency situation exists  
28 requiring prompt repair. In an emergency, notice shall be given as soon as  
29 practicable. The Party conducting such work shall comply with all  
30 applicable safety regulations when working within the boundaries of the  
31 other municipality.  
32

- 33 (c) Joint Utility Study. Windsor and DeForest have undertaken a joint utility  
34 study to plan for future extensions of public sanitary sewer and water. The  
35 goal of said study is for both communities to benefit through avoiding  
36 costs from duplication of utilities and elimination of future disputes over  
37 utility extensions by making utility decisions on the basis of the most cost  
38 effective extension rather than the identity of the public utility making the  
39 extension. The Parties further agree that if the joint utility study concludes  
40 that existing public sewer lines should, in the future, appropriately serve  
41 development in both communities, they will consider the possibility of  
42 turning said lines over to Madison Metropolitan Sewerage District.  
43  
44  
45  
46



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

5  
6 **B. Attachments/Detachments Effective Upon Final Approval of the Plan.**  
7

8 Section 8C provides that the transfer of municipal jurisdiction over certain areas of land  
9 shall occur upon the approval of the Plan by DeForest and Windsor under Section 66.0301(6),  
10 Wis. Stats. That attachment/detachment shall occur whether or not this Plan is eventually  
11 approved as a Cooperative Plan under Section 66.0307, Wis. Stats. The DeForest Board shall  
12 adopt attachment ordinances for the purpose of memorializing the attachment. The DeForest  
13 clerk shall record the attachment ordinance with the Dane County Register of Deeds and file a  
14 signed copy of the ordinance with the clerk of any affected school district. The attachment  
15 ordinance shall contain a description of the property and a map showing the attachment. Failure  
16 to file, record or send any required document shall not invalidate the attachment and the duty to  
17 file, record and/or send shall be a continuing one.  
18

19 **SECTION 11**  
20 **LOCAL ORDINANCES AFFECTING AREAS SUBJECT TO THE PLAN**  
21

22 The territory attached to DeForest from time to time under this Cooperative Plan shall  
23 become DeForest territory subject to all DeForest zoning and general ordinances immediately on  
24 the effective date of the attachment ordinance.  
25

26 **SECTION 12**  
27 **EXTRATERRITORIAL ZONING AND LAND DIVISION REGULATIONS**  
28

29 **A. Geographic Jurisdiction. Exhibit 1** outlines the extraterritorial subdivision review  
30 jurisdiction of DeForest as of the effective date of this Cooperative Plan. Windsor is also subject  
31 to the extraterritorial subdivision review and extraterritorial zoning jurisdiction of the City of  
32 Sun Prairie, which limits the extent of DeForest jurisdiction over Windsor. Windsor and  
33 DeForest agree that it would be beneficial to work with Sun Prairie to establish agreed  
34 boundaries and agree to work with each other to accomplish that goal.  
35

36 **B. Exercise of Extraterritorial Powers.** It is agreed by DeForest and Windsor that this  
37 Plan does not limit the exercise of any extraterritorial jurisdictional powers granted to DeForest  
38 by the Wisconsin Statutes. Limitations that had been agreed upon in the 2004 settlement  
39 agreement shall terminate upon the approval of both Parties of this Plan either as a Section  
40 66.0301(6), Wis. Stats. Intergovernmental Agreement or Section 66.0307, Wis. Stats.  
41 Cooperative Plan.  
42

43 **C. Zoning Considerations.** In the event that extraterritorial zoning is enacted by  
44 DeForest, the Parties agree that in order to promote implementation of zoning beneficial to both  
45 Parties that they will consider both the Village of Waunakee and Town of Westport or Village of  
46 DeForest and Town of Vienna/Town of Burke extraterritorial zoning arrangements. Nothing in

1 this Plan is intended to require either Party to agree to any particular model or to require the  
2 enactment of an extraterritorial zoning ordinance.

3  
4 **SECTION 13**  
5 **COMPREHENSIVE PLANNING AND INTERMUNICIPAL INTERACTION**  
6

7 **A. General.** Windsor and DeForest both have adopted comprehensive plans under  
8 Section 66.1001, Wis. Stats. The Parties have a desire to have their comprehensive plans to be  
9 consistent with one another, and for land development in areas of mutual concern to be  
10 compatible with their comprehensive plans. In fact, as of the date of this Cooperative Plan,  
11 Section 66.1001, Wis. Stats. requires that actions associated with a municipal governmental  
12 unit's official map, subdivision regulations, zoning ordinance, and shoreland-wetland ordinance  
13 must be consistent with its comprehensive plan.  
14

15 From their initial adoption in 2006, there have been relatively few inconsistencies  
16 between the comprehensive plans of DeForest and Windsor. Some of the inconsistencies have  
17 led to differences as to how the Parties have addressed development proposals within DeForest's  
18 extraterritorial jurisdiction, which has at times led to conflict between the Parties. As a  
19 component of the process to complete this Cooperative Plan, the Parties identified remaining  
20 areas of difference between the two comprehensive plans and approaches to resolve those  
21 differences. On May 12, 2010, the respective boards of DeForest and Windsor adopted  
22 amendments to their respective comprehensive plans, with such amendments intended to resolve  
23 remaining inconsistencies between them. Per the approval ordinances associated with the  
24 adoption of these amendments, these comprehensive plan amendments will take effect upon  
25 execution of this Cooperative Plan under the provisions of either Section 66.0301(6) or Section  
26 66.0307, Wis. Stats.  
27

28 Many of the recently adopted comprehensive plan amendments relate to areas intended to  
29 remain and be developed in Windsor, as identified in this Cooperative Plan. Particularly  
30 following the adoption of these amendments, the Parties have anticipated development of certain,  
31 mutually agreed lands in DeForest's extraterritorial jurisdiction, and preservation of other lands.  
32 Overall, this Cooperative Plan provides for adjustments to and stability of municipal boundaries  
33 in a manner that will promote orderly and cost effective development according to the amended  
34 comprehensive plans of Windsor and DeForest.  
35

36 **B. Intermunicipal Interaction on Planning Issues.**  
37

38 (1) Joint Meetings on Mutual Planning Issues. The Parties agree that their Plan  
39 Commissions shall meet jointly no less than three times per year, on a mutually agreed schedule,  
40 to address issues of mutual concern. One of the meetings shall be held in the first one-half of  
41 November of each year to discuss potential amendments to comprehensive plans as part of the  
42 annual review of such plans. The DeForest Planner and Windsor Business Manager shall have  
43 the shared responsibility of establishing the agenda for these meetings. In the event that the  
44 DeForest Planner and the Windsor Business Manager jointly agree that no issues of mutual  
45 concern exist, they may cancel the next scheduled meeting.  
46

1 (2) Joint Governing Body Meetings. The DeForest and Windsor Boards shall meet  
2 quarterly to review issues of mutual concern arising under their comprehensive plans and this  
3 Cooperative Plan, as well as regional concerns. DeForest shall host meetings in January and  
4 June, and Windsor shall host meetings in April and September of each year. In the event that the  
5 DeForest President and Windsor Chairperson jointly agree that no issues of mutual concern exist,  
6 they may cancel the next scheduled quarterly meeting of the Boards.  
7

8 (3) Comprehensive Plan Amendments.  
9

10 (a) Comprehensive Plan Amendments. Through this Cooperative Plan,  
11 DeForest and Windsor promote continued consistency between their  
12 comprehensive plans over time. In order to promote continued  
13 consistency while still allowing amendments to comprehensive plans in  
14 the future, each Party agrees to allow and encourage the meaningful  
15 participation of the other Party before amending its comprehensive plan.  
16 Not later than one year following execution of this Cooperative Plan under  
17 the provisions of either Section 66.0301(6) or Section 66.0307, Wis.  
18 Stats., the Parties shall amend their respective comprehensive plans to  
19 incorporate the standards in Section 8(G)(2)b of this Plan regarding  
20 agricultural preservation.  
21

22 (b) Schedule. Each Party agrees to consider amendments to its  
23 comprehensive plan no more frequently than on an annual cycle,  
24 beginning no earlier than November and ending no later than March of the  
25 following year, except under at least one of the following circumstances:  
26

27 i. The Party is approached with a unique development opportunity that  
28 would help achieve the community's economic development goals, as  
29 expressed through its comprehensive plan.  
30

31 ii. The Party is faced with a particular challenge or problem that, in its  
32 determination, needs more immediate attention than waiting for the  
33 normal comprehensive plan amendment cycle would allow.  
34

35 iii. The two Parties mutually agree, in writing, to a different or additional  
36 comprehensive plan amendment cycle.  
37

38 (c) Notice of Special Plan Amendments. Prior to the scheduling of a plan  
39 commission meeting to recommend amendments to either comprehensive  
40 plan on a different cycle than the annual amendment cycle specified  
41 above, the Party wishing to consider an amendment to its comprehensive  
42 plan shall notify, in writing, the other Party of the first Party's interest in  
43 amending its comprehensive plan. That notification shall suggest no less  
44 than three alternative dates and times over the course of at least two  
45 different weeks for the two Parties to discuss the proposed amendments, if  
46 desired by the other Party. If held, that meeting shall be considered one of  
47 the meetings intended by sub. B(1).

1  
2 (d) Notice for All Plan Amendment Recommendations. Regardless of the  
3 schedule utilized to consider amendments to the comprehensive plans, the  
4 Party proposing to amend its comprehensive plan shall provide the other  
5 Party with a written notice, at least thirty (30) days in advance of the plan  
6 commission date on which a recommendation by resolution on the plan  
7 amendment is first on the agenda, with such notice including the language  
8 or map change associated with the proposed amendment; the scheduled  
9 date, time, and location for the plan commission meeting; and an  
10 invitation for the other Party to participate in the plan commission  
11 discussion on the proposed comprehensive plan amendment.  
12

13 (e) Notice of Proposed Final Action. Following the plan commission's  
14 recommendation by resolution on the proposed comprehensive plan  
15 amendment, the Party proposing the plan amendment shall provide the  
16 other Party with a written notice, at least thirty (30) days before the  
17 required public hearing associated with the amendment per Section  
18 66.1001 Wis. Stats., with such notice including the recommended  
19 language or map change associated with the proposed amendment; the  
20 scheduled date, time, and location of the public hearing; and an invitation  
21 for the other Party to participate in the public hearing on the proposed  
22 comprehensive plan amendment.  
23

24 (f) Criteria for Plan Amendments. Windsor and DeForest agree to utilize the  
25 following intergovernmental criteria when considering future amendments  
26 to their respective comprehensive plans:  
27

- 28 i. The proposed amendment shall be consistent with this Cooperative  
29 Plan, and with other intergovernmental agreements between the two  
30 Parties, as either may be amended from time to time.
- 31
- 32 ii. The proposed amendment is intended for the betterment of the entire  
33 DeForest-Windsor community, or at least will be neutral with regard  
34 to this criterion.  
35
- 36 iii. The proposed amendment will not have undue negative impacts on the  
37 ability of the other Party to implement its comprehensive plan.  
38

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

3  
4 (5) Land Division and Public Area Planning. To assist with implementation of their  
5 comprehensive plans, Windsor and DeForest have adopted their own subdivision control  
6 ordinances and official map ordinances. The official maps are presented in Exhibit 9 and Exhibit  
7 10. While the official maps show different features at times, there are no material  
8 inconsistencies among the features that both maps show and the execution of one official map  
9 would not inhibit the execution of the other. The subdivision control ordinances of Windsor and  
10 DeForest have similar objectives, but differences in their detailed requirements. Both Parties  
11 acknowledge that where jurisdictions overlap there may be differences in the individual  
12 ordinances or the application of the ordinances. Finally, the Parties agree that mutual  
13 cooperation may be warranted in order to satisfy consistency requirements of Section 66.1001,  
14 Wis. Stats.  
15

16 **SECTION 14**  
17 **POLICE, FIRE AND RESCUE**  
18

19 A. **Police.** DeForest provides police protection for DeForest residents through the  
20 DeForest Police Department. Windsor provides police protection for Windsor residents through  
21 a contract with Dane County. DeForest and Windsor have recognized that there have been times  
22 when the levels of protection for similar developments in DeForest and Windsor have not been  
23 consistent.  
24

25 DeForest and Windsor have negotiated and entered into an Intergovernmental  
26 Agreement (December, 2009) regarding police protection service. The Agreement is attached  
27 hereto as **Exhibit 11**. DeForest and Windsor, as a part of this Plan, agree that the  
28 Intergovernmental Agreement shall be honored during the term of this Plan unless there is  
29 mutual agreement to amend.  
30

31 B. **Fire and Rescue.** DeForest and Windsor are Parties to an agreement that has  
32 established an area-wide fire and emergency medical services department known as the DeForest  
33 Area Fire and EMS. The Agreement is attached hereto as **Exhibit 12**.  
34

35 The buildings necessary for the supporting equipment and vehicles is provided through a  
36 lease between DeForest and the DeForest Area Fire Protection Board for a portion of the  
37 DeForest Public Safety Building. This Cooperative Plan does not impact any of the existing fire  
38 and rescue agreements.  
39

40 **SECTION 15**  
41 **STORM WATER MANAGEMENT AND CONTROL**  
42

43 A. **Mutual Cooperation.** Six (6) Drainage Basins affect both Parties. The Parties are in  
44 agreement that as development occurs it will be necessary to implement storm/surface water  
45 controls and in the future will require mutual cooperation.  
46



1 All surrounding villages and towns are subject to zoning ordinances and land division control  
2 ordinances.

3  
4 **SECTION 17**  
5 **MUNICIPAL COURT AND INTER-MUNICIPAL COMMUNITY CENTER**  
6

7 DeForest and Windsor have cooperated through intergovernmental agreements  
8 establishing a joint municipal court and an inter-municipal community center, among other  
9 arrangements. These cooperative agreements provide a cost-effective method of providing for  
10 the delivery of these types of municipal services. The Inter-Municipal Community Center and  
11 Senior Programs Agreement is attached hereto as **Exhibit 13**. The joint municipal court is  
12 established by an agreement between DeForest and Windsor, which is attached hereto as **Exhibit**  
13 **14**. These agreements are governed by the terms and conditions contained in the documents and  
14 this Plan does not impact or modify the terms and conditions of the existing agreements.  
15

16 **SECTION 18**  
17 **COMMUNICATIONS WITH ZONING AUTHORITIES**  
18

19 Consistent with the Parties' desire to maintain open communication regarding matters of  
20 mutual interest, both Parties agree that, in the event either Party shall make any written  
21 communication with any Dane County supervisor or Dane County staff person relating to the  
22 substance of any pending zoning petition, a copy of such communication shall be provided to the  
23 Clerk of the other Party at the same time, and through the same manner of delivery as used to  
24 communicate with the County or its representative. The communicating Party shall immediately  
25 notify the Clerk of the other Party of the content of any oral communication by that Party to a  
26 County representative relating to any such petition. In this section, a communication shall be  
27 considered a communication from the Party only if it contains, or purports to contain, a statement  
28 or position adopted or endorsed by the governing body of that Party, and shall not be deemed to  
29 include communications by individuals on their own behalf or on behalf of any person or entity  
30 other than the governing body of a Party.  
31

32 **SECTION 19**  
33 **AUTHORIZING RESOLUTIONS, ATTEST BY AFFIDAVIT,**  
34 **COOPERATIVE PLAN ADOPTION RESOLUTIONS, AND**  
35 **RECORD OF PUBLIC PARTICIPATION**  
36

37 A. **Initial Authorizing Resolutions.** Section 66.0307(4)(a), Wis. Stats., requires that  
38 initial authorizing resolutions for the preparation of a Cooperative Plan must be approved by  
39 each participating municipality (that is, DeForest and Windsor) before Cooperative Plan  
40 preparation may commence. Authorizing resolutions must be dated and signed by the chief  
41 elected official and attested by the municipal clerk of each municipality participating in the  
42 Cooperative Plan. Copies of DeForest and Windsor initial authorizing resolutions are found in  
43 **Exhibit 15**.  
44

45 B. **Attest By Affidavit.** Section 66.0307(4)(a)(1-4), Wis. Stats., regarding cooperative  
46 plans, requires an attest by affidavit that authorizing resolutions were sent to: The Department of



1 thereafter and shall endeavor in good faith to resolve any dispute amicably. If the initial meeting  
2 fails to resolve the dispute, the Parties shall meet again within thirty (30) days after service of the  
3 written notice. Failure or refusal of a Party to meet promptly and attempt in good faith to resolve  
4 any dispute shall be deemed a waiver by such Party of any right to recover any litigation  
5 expenses or attorney fees other than statutory costs; provided, however, that good faith shall not  
6 require an amendment of this Cooperative Plan. This subparagraph is intended by the Parties to  
7 waive their respective statutory right to any further notice under Section 893.80(1)(a), Wis.  
8 Stats., to the extent such subsection is applicable.  
9

10 **C. Limitation on Commencement of Civil Action.** No civil action may be commenced  
11 until after thirty (30) days from the effective date of written notice required by this Cooperative  
12 Plan, except that a Party may commence an action seeking specific performance or injunctive  
13 relief in less than thirty (30) days if, in that Party's good faith judgment, such an action is  
14 necessary to protect the public health, safety or welfare. Except as otherwise provided in this  
15 Cooperative Plan, the prevailing Party in any action concerning an alleged breach of this  
16 Cooperative Plan shall be entitled to recover from the other Party its reasonable costs and  
17 expenses of litigation, including reasonable actual attorney's fees.  
18

19 **SECTION 23**  
20 **NO CHALLENGES TO THIS COOPERATIVE PLAN**  
21

22 DeForest and Windsor hereby waive any right each may have to commence or maintain  
23 any civil action or other proceeding to contest, invalidate or challenge this Cooperative Plan or  
24 any of the actions required by this Cooperative Plan, or to take any actions, either directly or  
25 indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this  
26 Cooperative Plan or any of the actions required, or rights granted by this Cooperative Plan.  
27

28 **SECTION 24**  
29 **AMENDMENT**  
30

31 The procedure for amendment of this Cooperative Plan is found in Section 66.0307(8),  
32 Wis. Stats. However, this Plan contemplates the possibility of additional intergovernmental  
33 agreements adjusting obligations for services as between the various Parties, possible additional  
34 revenue sharing agreements, and agreements to make adjustments to the boundaries proposed in  
35 this Plan due to unforeseen problems or mutual benefits that might become apparent during the  
36 process of implementation. Those modifications are considered to be consistent with, and part  
37 of, this Plan and do not require a formal amendment to this Plan.  
38

39 **SECTION 25**  
40 **GOOD FAITH AND FAIR DEALING**  
41

42 The Parties hereby acknowledge that Wisconsin law imposes on them a duty of good  
43 faith and fair dealing in implementing this Cooperative Plan.  
44  
45







1 **VILLAGE OF DEFOREST/TOWN OF WINDSOR**  
2 **COOPERATIVE PLAN**  
3 **List of Exhibits**  
4  
5

6 Exhibit 1: Jurisdictional Boundaries  
7

8 Exhibit 2: Cooperative Plan Summary  
9

10 Exhibit 3: Description of Boundary Adjustment Areas  
11

12 Exhibit 4: Current Land Use  
13

14 Exhibit 5: Natural Features  
15

16 Exhibit 6: Standards for Future Development of Windsor Crossing Site  
17

18 Exhibit 7a: DeForest Wellhead Protection Areas  
19

20 Exhibit 7b: Windsor Wellhead Protection Ordinance  
21

22 Exhibit 8: Sanitary District Boundaries  
23

24 Exhibit 9: Village of DeForest Official Map  
25

26 Exhibit 10: Town of Windsor Official Map  
27

28 Exhibit 11: Intergovernmental Agreement on Police Protection Services  
29

30 Exhibit 12: Intergovernmental Agreement on DeForest-Windsor Fire/EMS Services  
31

32 Exhibit 13: Intergovernmental Agreement on Inter-Municipal Community Center and Senior  
33 Programs

34 Exhibit 14: Intergovernmental Agreement on Joint Municipal Court  
35  
36

37 Exhibit 15: Cooperative Plan Authorizing Resolutions  
38

39 Exhibit 16: Attests by Affidavit  
40

41 Exhibit 17: Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative  
42 Plan to the State  
43

44 Exhibit 18: Analysis of Public Hearing Comments  
45  
46

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

Exhibit 1: Jurisdictional Boundaries

Exhibit 2: Cooperative Plan Summary

Exhibit 3: Description of Boundary Adjustment Areas

Exhibit 4: Current Land Use

Exhibit 5: Natural Features

Exhibit 6: Standards for Future Development of Windsor Crossing Site

Exhibit 7a: DeForest Wellhead Protection Areas

Exhibit 7b: Windsor Wellhead Protection Ordinance

Exhibit 8: Sanitary District Boundaries

Exhibit 9: Village of DeForest Official Map

Exhibit 10: Town of Windsor Official Map

Exhibit 11: Intergovernmental Agreement on Police Protection Services

Exhibit 12: Intergovernmental Agreement on Fire Protection

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

Exhibit 14: Intergovernmental Agreement on Joint Municipal Court

Exhibit 15: Cooperative Plan Authorization

Exhibit 16: Attests by Affidavit

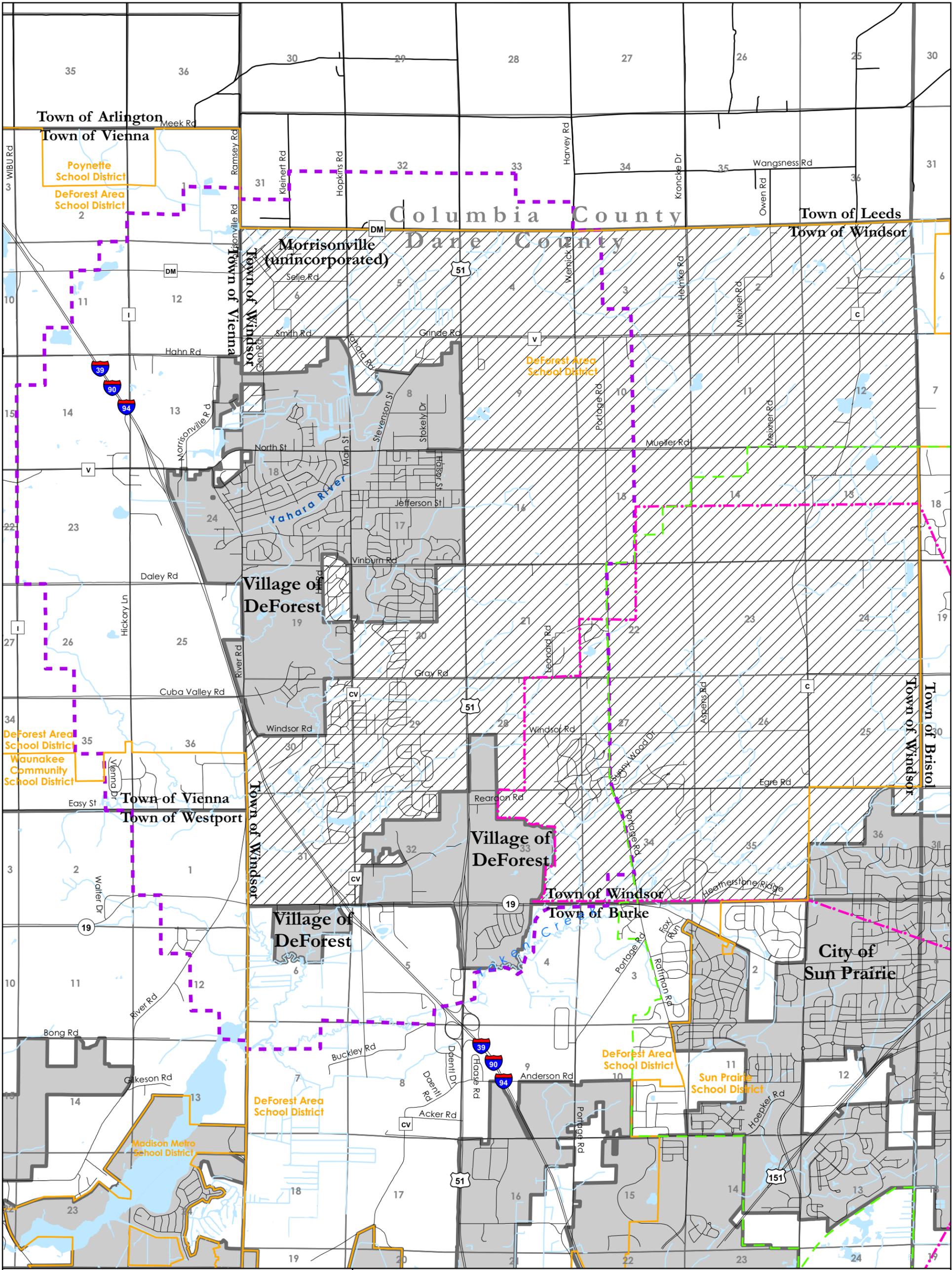
Exhibit 17: Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative Plan to the State

Exhibit 18: Analysis of Public Hearing Comments

# **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**

- 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)

Source: Dane County LIO, Dane County RPC, Vierbicher

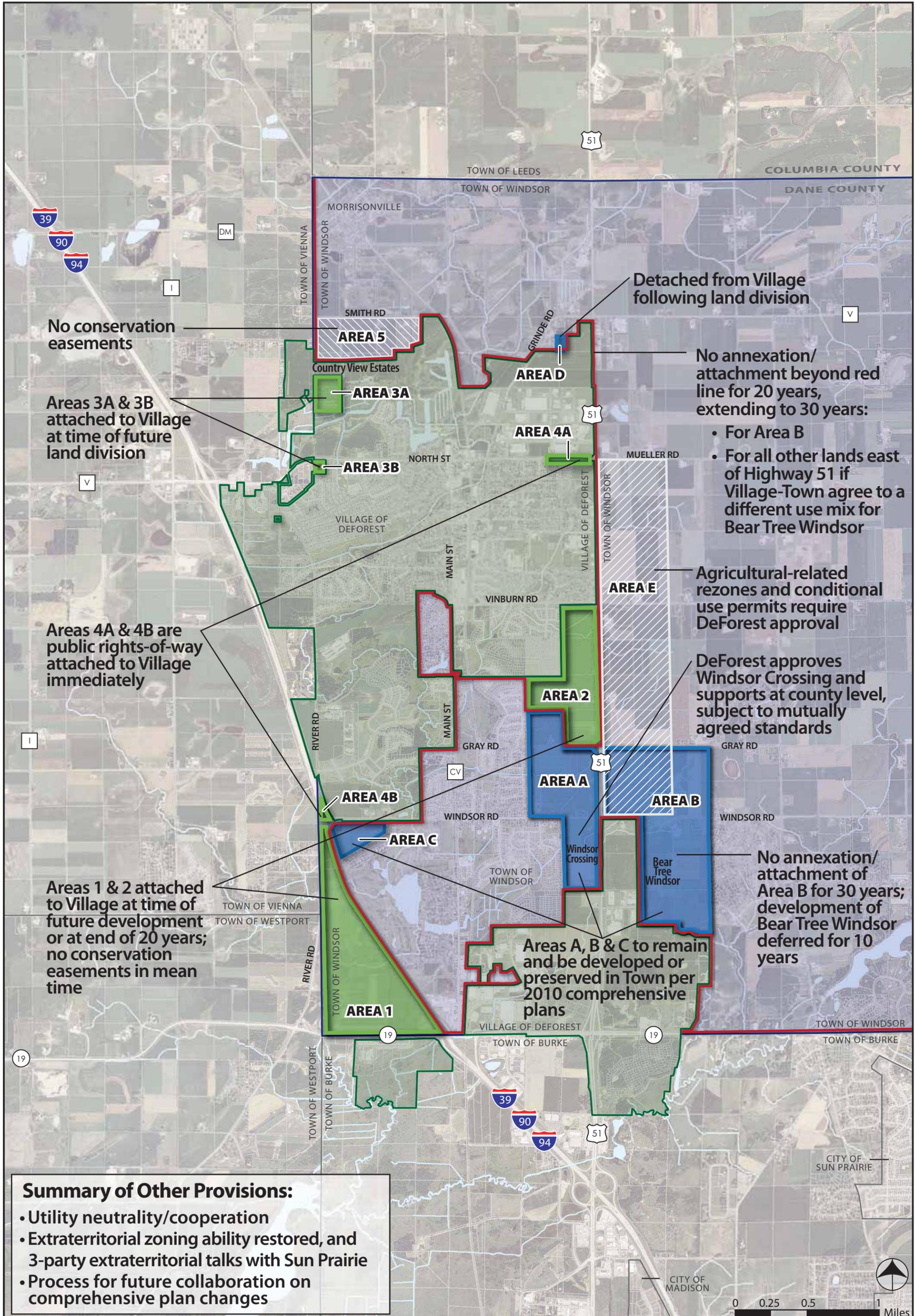
Created: April 9, 2010



# **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

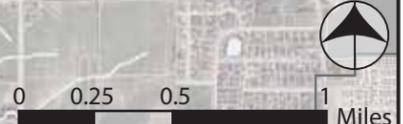
Exhibit 2: Cooperative Plan Summary

**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)

**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**

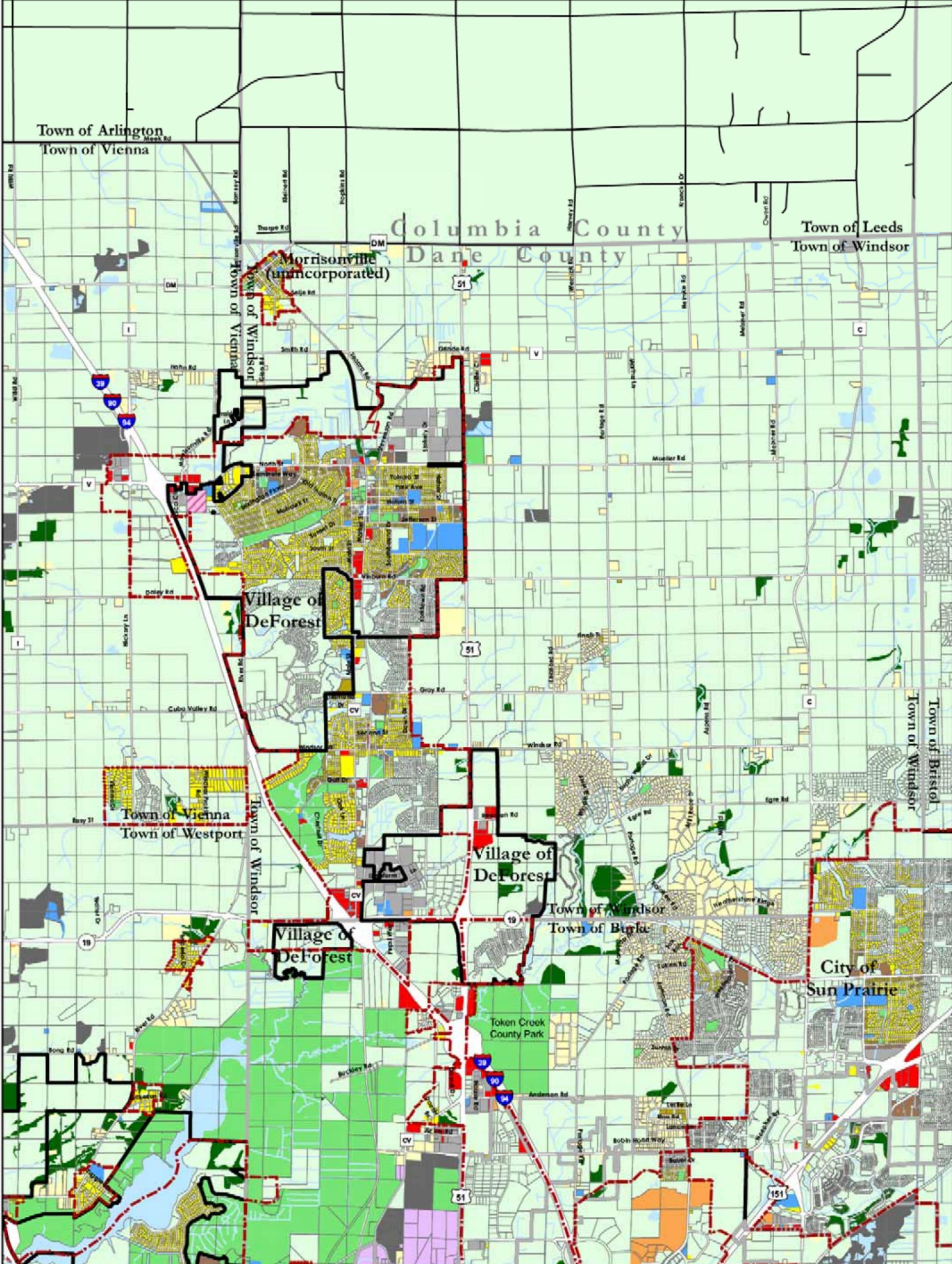
That part of the Northeast 1/4/ of the Northeast 1 /4 and the Northwest 1/4 of the Northeast 1/4, Section 08, Town 9 North, Range 10 East, Village of DeForest, Dane County, Wisconsin, more particularly described as follows:

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**

Source: Dane County UO, Dane County RPC, Vierbicher

Created: April 16, 2010

0 0.25 0.5 1 Miles

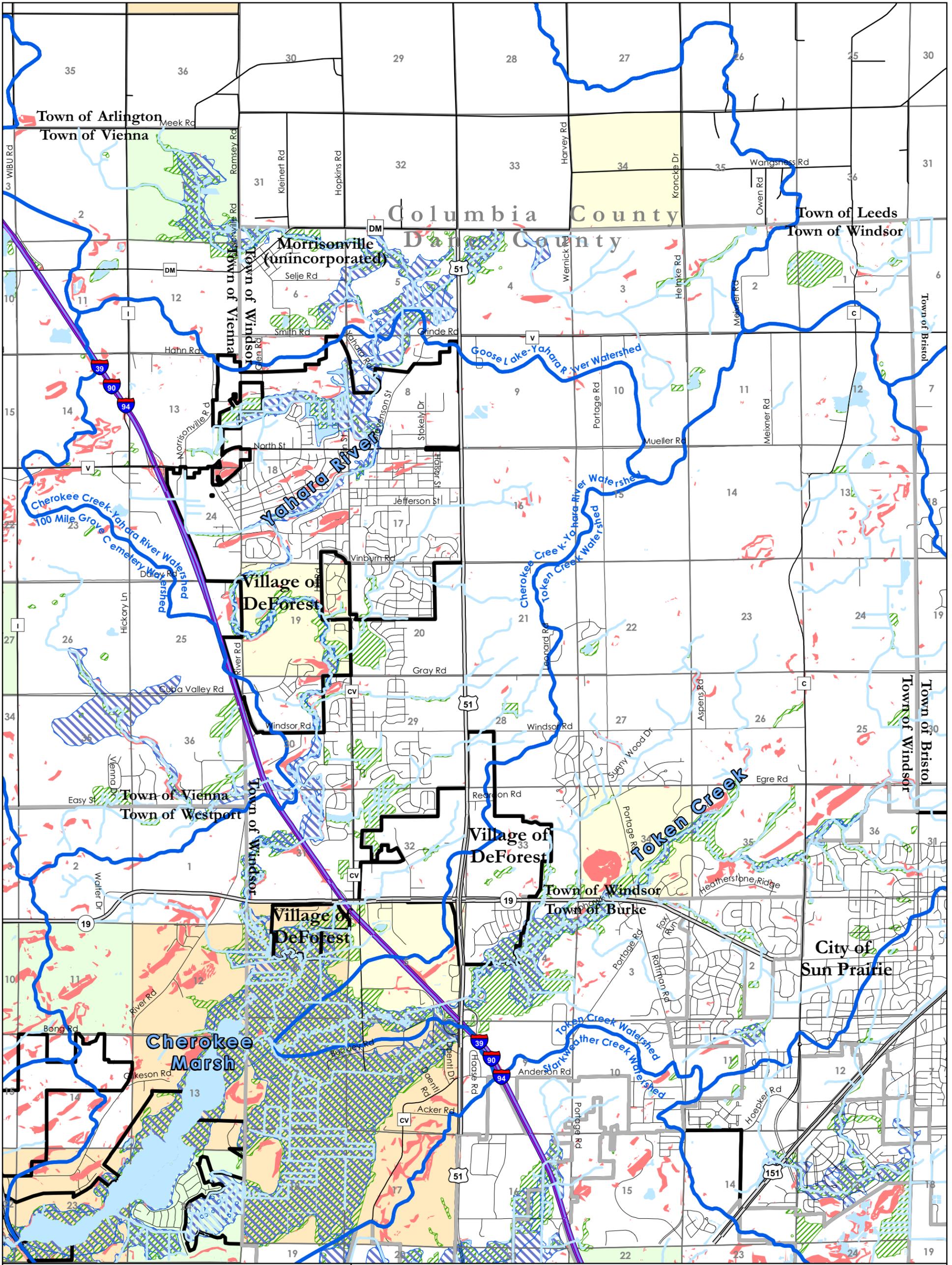
**VANDEWALLE & ASSOCIATES INC.**  
Shaping places, shaping change

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**

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

Created: April 9, 2010



- 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).

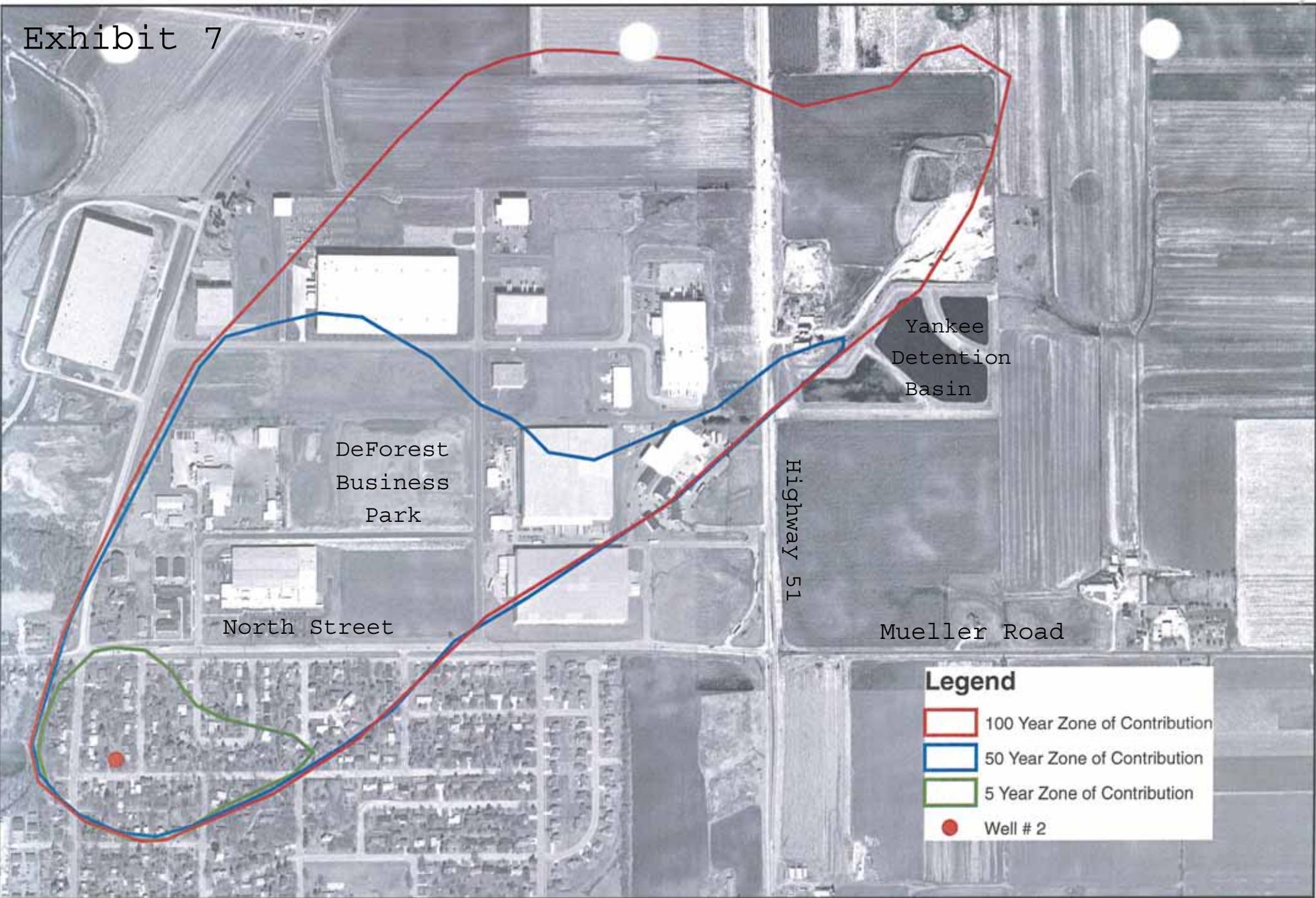
- 10) There shall be no housing construction within the single family residential portion of the Windsor Crossing development (or within lands west of the officially mapped North Towne Road within the SE ¼ of the SE ¼ of Section 29, T-09-N, R-10-E if the Windsor Crossing development does not proceed) 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)



Project:  
Existing Well #2

Drafter: JBRE

Date: December 2004

Location: Village of DeForest

Figure 4A  
Zones of Contribution

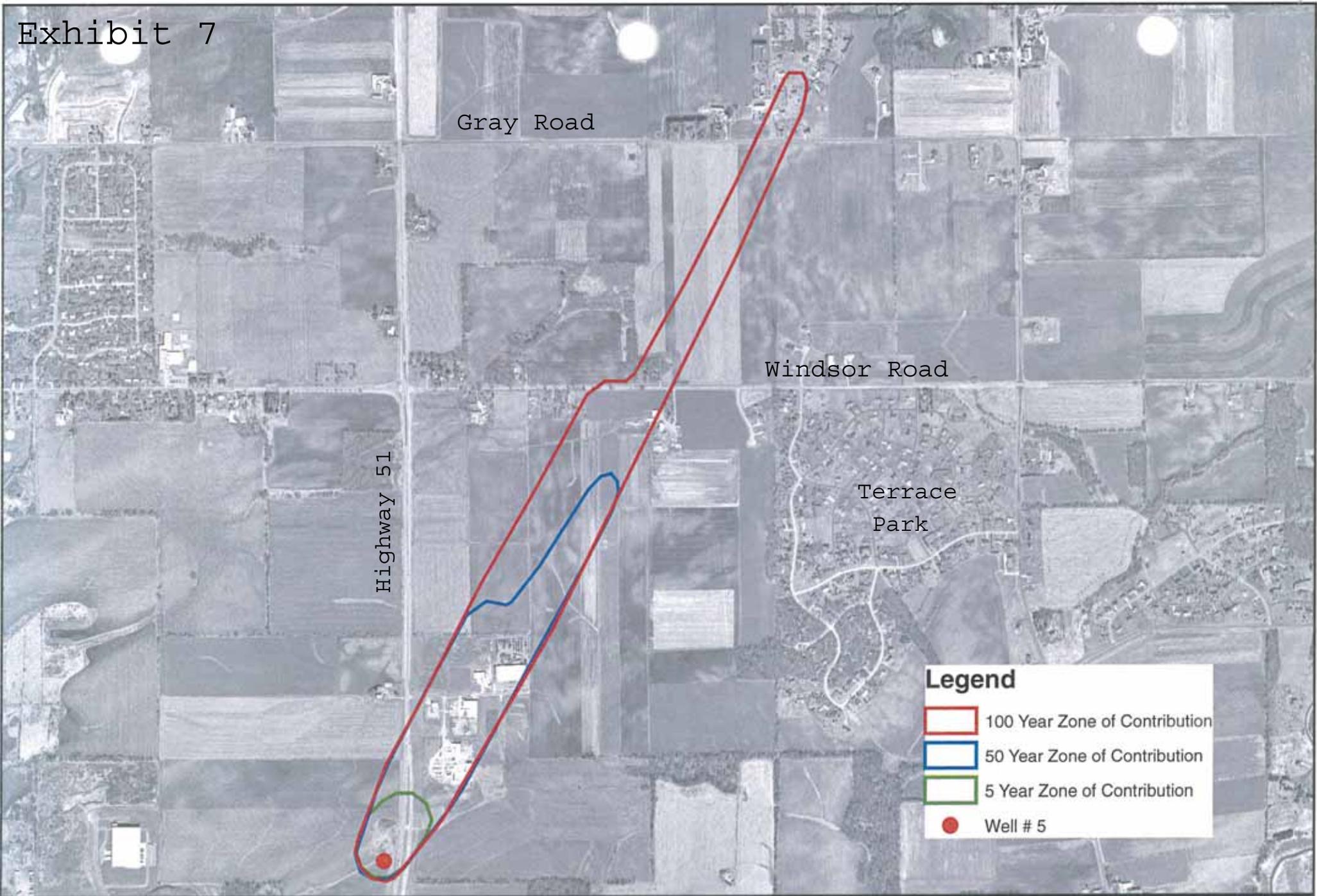


1"=700 Feet

Prepared By:



# Exhibit 7



Project:  
Well #5 Capwin Site

Drafter: JBRE

Date: December 2004

Location: Village of DeForest

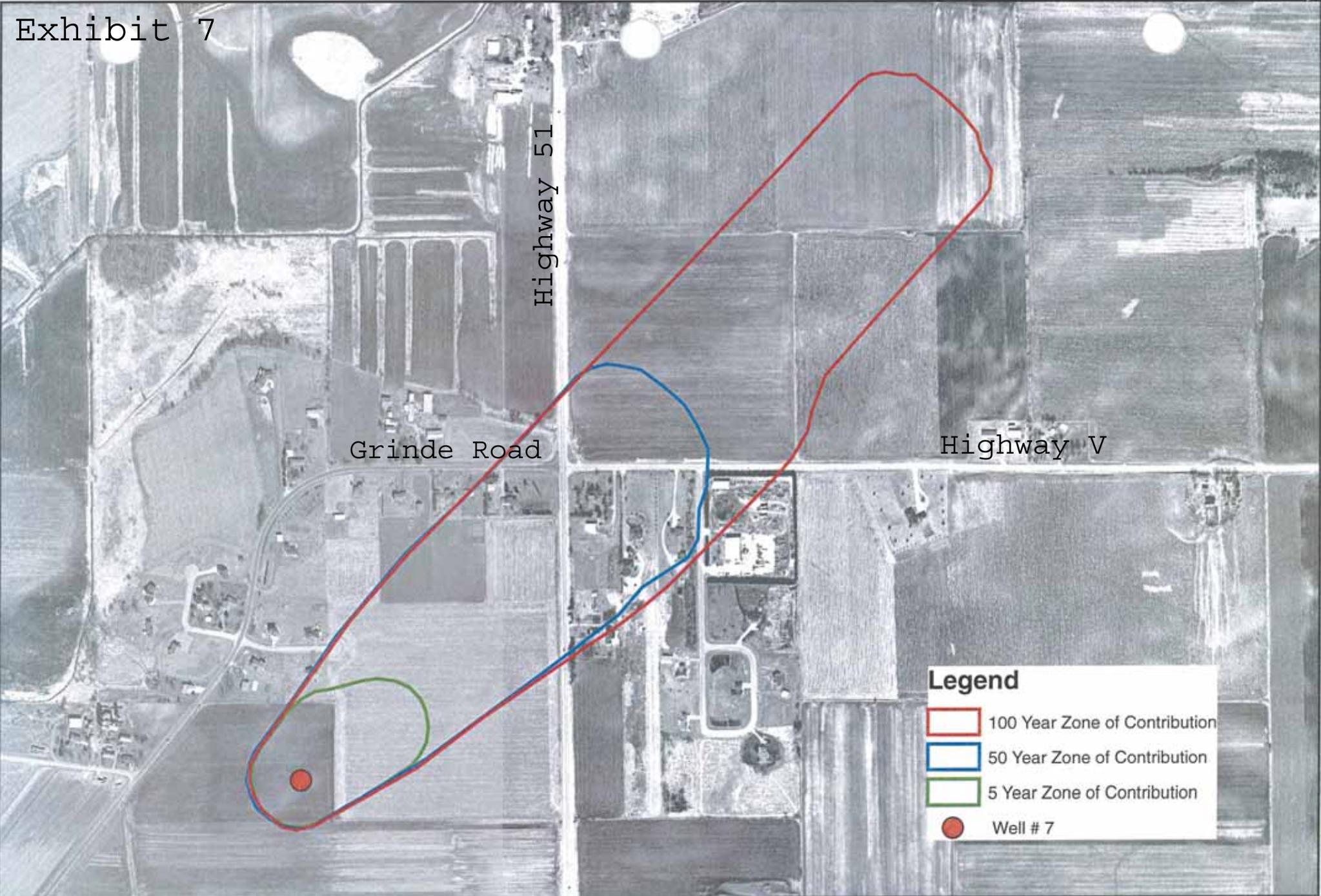
## Figure 4C Zones of Contribution



1"=1320Feet

Prepared By:





**Legend**

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

Project:  
Proposed Well #7

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, eff. 5-1-92.~~

### 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**

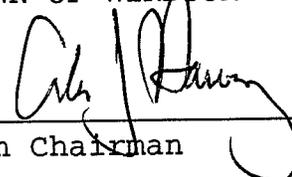
If any provision of this Ordinance is invalid or unconstitutional or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect 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

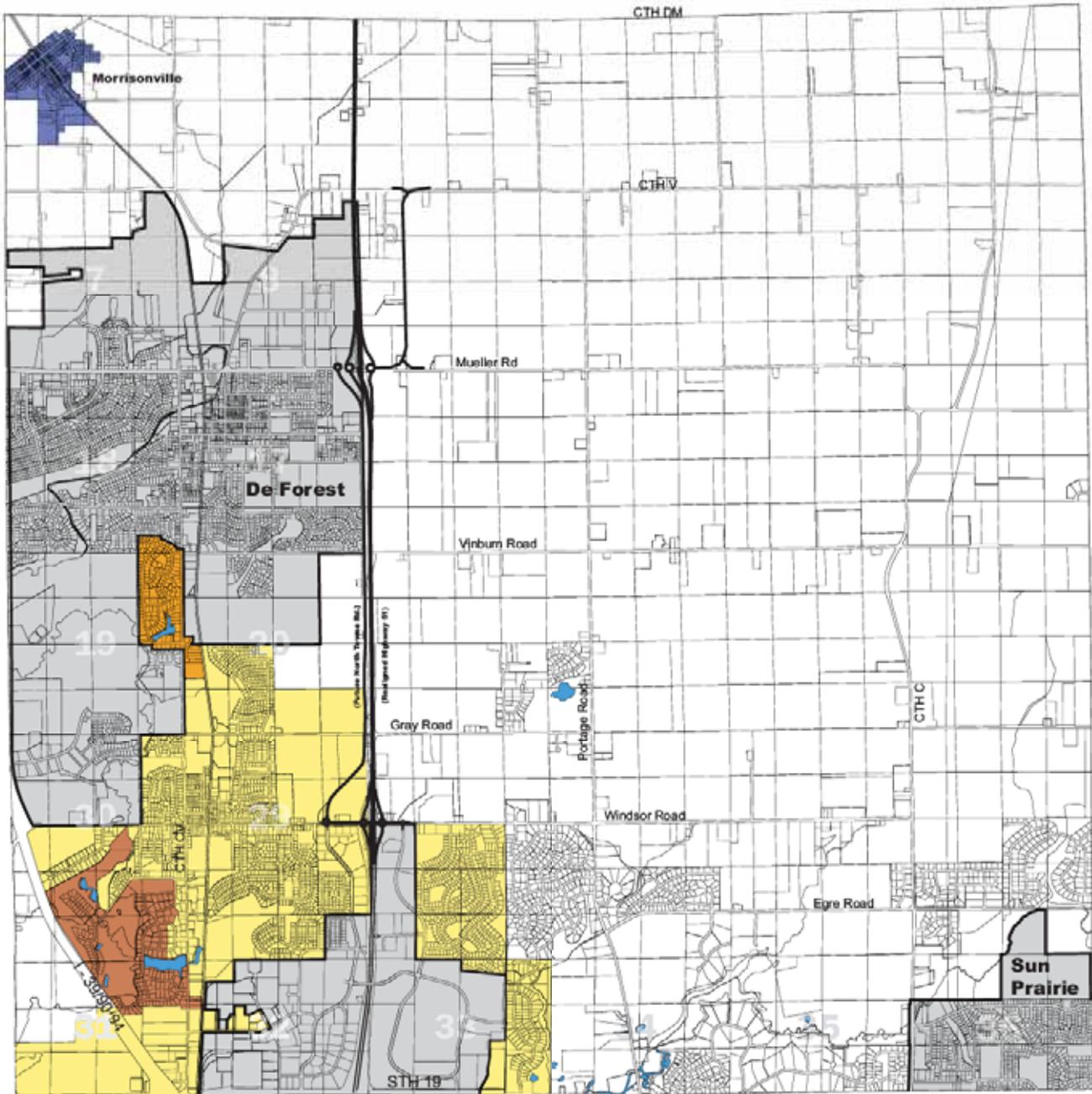
DATE OF PUBLICATION: 8-6, 1998.

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

**Exhibit 8: Sanitary District Boundaries**

(1 page)

# Exhibit 8: Sanitary District Boundaries



1/2 Mile 

## Town of Windsor Sanitary Districts

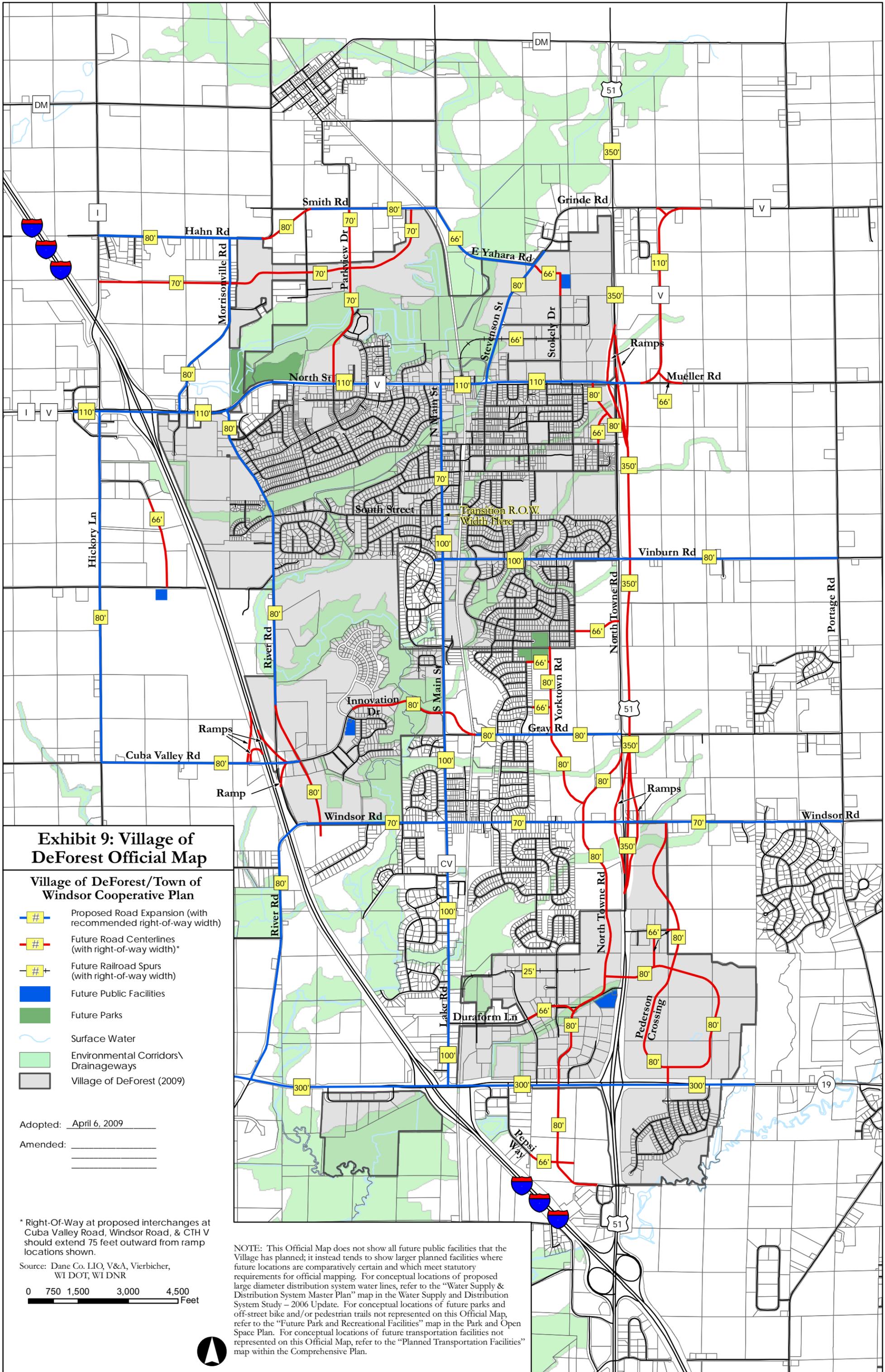
April 12, 2010

- |   |                                       |   |  |
|---|---------------------------------------|---|--|
|  | <b>Windsor Sanitary District #1</b>   |  | <b>Oak Springs Sanitary District</b>   |
|  | <b>Lake Windsor Sanitary District</b> |  | <b>Morrisonville Sanitary District</b> |

# **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



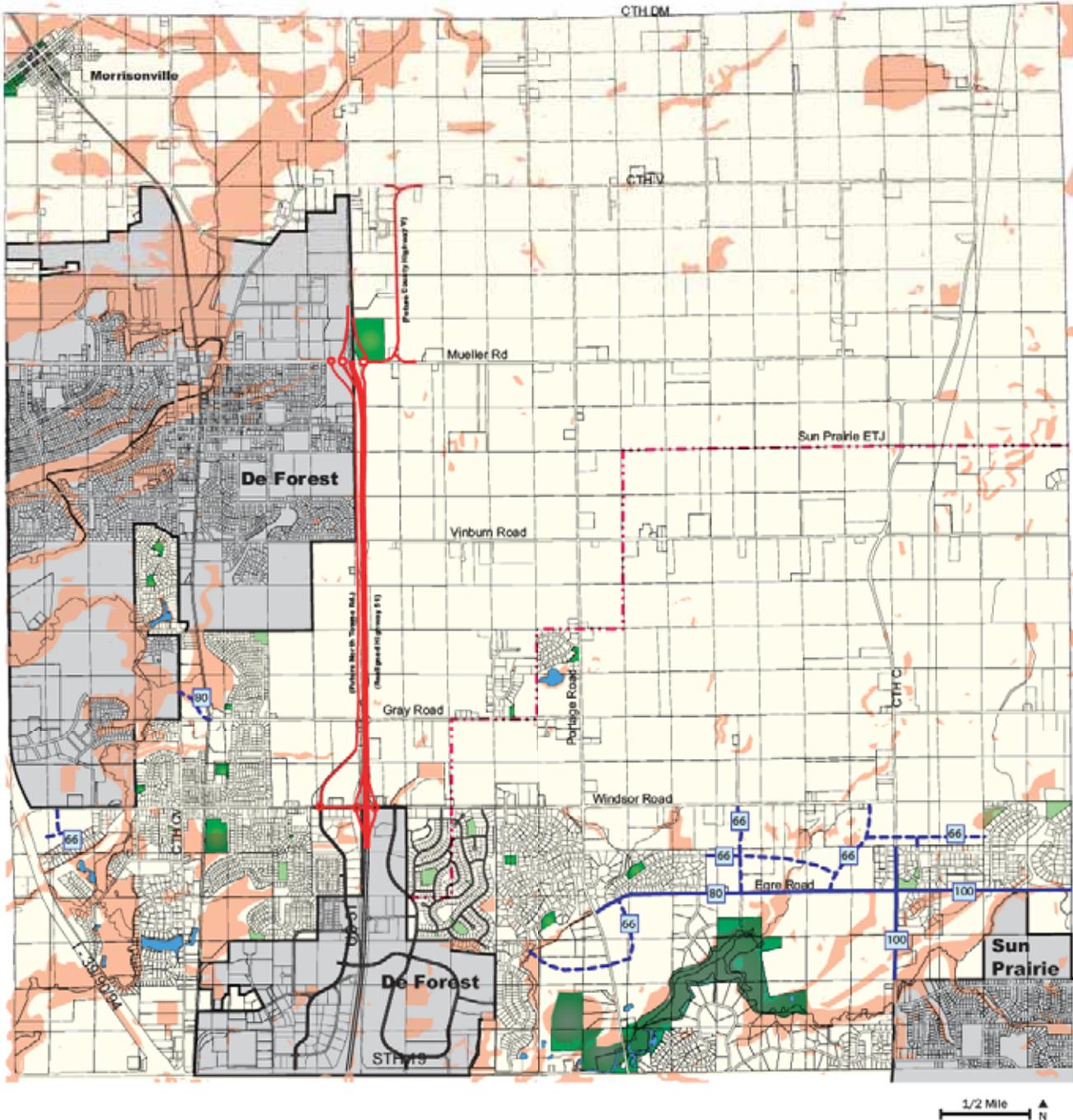
NOTE: This Official Map does not show all future public facilities that the Village has planned; it instead tends to show larger planned facilities where future locations are comparatively certain and which meet statutory requirements for official mapping. For conceptual locations of proposed large diameter 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                  |  | Future WIDOT Highway 51 Modifications         |
|  | Environmental Preservation      |  | Future Town Roads                             |
|  | Environmentally Sensitive Areas |  | Future R.O.W. Expansion of Existing Town Road |
|  | Future Parks                    |  | 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~~<sup>1.5</sup> 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: Jeff Miller 12.8.09  
Jeffrey N. Miller, President (date)

ATTEST:

LuAnn Leggett 12.8.09  
LuAnn Leggett, Clerk (date)

TOWN OF WINDSOR

By: Alan J. Harvey  
Alan J. Harvey, Chairperson (date)

ATTEST:

Tina Butteris 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 13<sup>th</sup>, 199~~6~~<sup>7</sup>. 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. ...* 1-13-97  
Town Clerk (date)

**TOWN OF WINDSOR**

By:

*Wh. Hany* 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)  
Jess Malle 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.

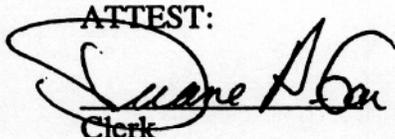
(c) This agreement may be amended only in writing in the same manner as this agreement was adopted.

(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 6<sup>th</sup> day of July, 1993.

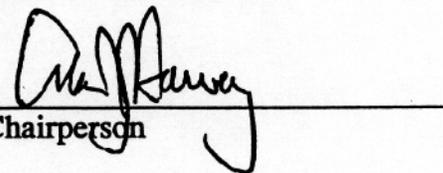
VILLAGE OF DEFOREST

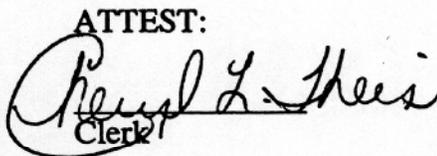
By:   
President

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 20<sup>th</sup> day of Sept, 1993.

TOWN OF VIENNA

By: *M. Mint Koch*  
Chairperson

ATTEST:

*Robert Palmacher*  
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 20<sup>th</sup> day of APRIL, 1995.

**WITNESS:**

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

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

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

**ARTICLE 1: JOINT MUNICIPAL COURT CREATED**

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

**ARTICLE 2: COSTS**

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

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

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

C) All other costs of operating or administering the Court

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.

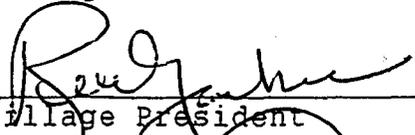
Nothing in this article is intended, nor shall be construed, to create any liability, waive any immunity or provide any right or benefit to any party other than the Town and the Village.

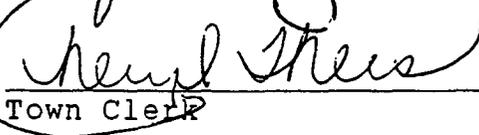
- E) Enforcement. If either party is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if that party prevails in the litigation or arbitration, the other party shall pay the prevailing party all related costs including reasonable attorney's fees and expert witness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

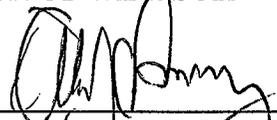
**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Windsor, that:

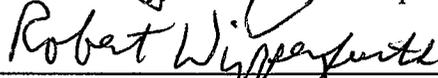
1. The Town Board, officers, staff and consultants are hereby authorized to participate in the preparation of a Cooperative Plan under the procedures and standards set forth in Wis. Stats. § 66.0307;
2. Notice of the adoption of this Resolution and that of the Village of DeForest shall be given by the 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

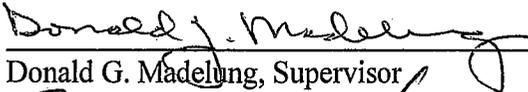
- (d) The Capital Area Regional Planning Commission and the Dane County Department of Planning and Development.

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.

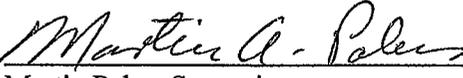
**TOWN OF WINDSOR**

  
\_\_\_\_\_  
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, 2<sup>nd</sup> Floor  
Sun Prairie, WI 53590

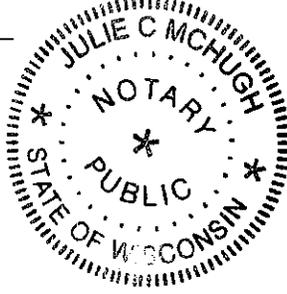
Sun Prairie School District  
Dr. Tim Culver, Superintendent  
501 South Bird Street  
Sun Prairie, WI 53590

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



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

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





# TOWN OF WINDSOR



4084 Mueller Road, DeForest, WI 53532

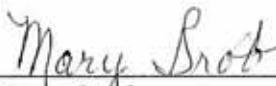
◆ Phone (608) 846-3854 ◆ Fax (608) 846-2328 ◆ www.windsorwi.gov

## AFFIDAVIT OF MAILING

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

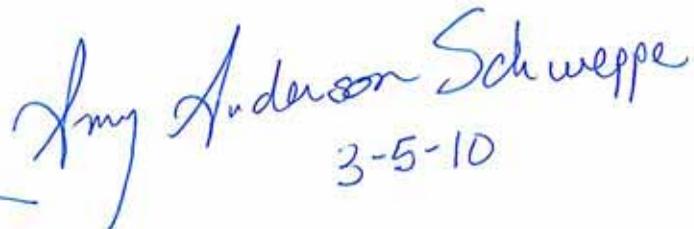
Dated this the 5<sup>th</sup> day of March 2010.

  
\_\_\_\_\_  
Tina Butteris  
Finance Officer/Clerk/Treasurer

  
\_\_\_\_\_  
Mary Grob  
Administrative Assistant

Attest:

  
\_\_\_\_\_  
Amy Anderson 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 ✓  
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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  
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Madison Metropolitan Sewerage District ✓  
1610 Moorland Road  
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Morrisonville Sanitary District ✓  
PO Box 200  
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Oak Springs Sanitary District  
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Scott Kugler, Director of Planning  
300 E. Main Street, 2<sup>nd</sup> Floor  
Sun Prairie, WI 53590

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

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

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

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

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

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

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

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

Village of Waunakee ✓  
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

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

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

( pages)

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

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

( pages)