

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2024-09**

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF DEFOREST FOR
PREPARATION OF A JOINT NEEDS ASSESSMENT FOR PUBLIC SAFETY FACILITY IMPACT FEES**

WHEREAS, DeForest and Windsor are parties to an intergovernmental agreement for the provision of firefighting and emergency medical services; and

WHEREAS, the governing bodies of both DeForest and Windsor have determined that the cost of new capital facilities should be borne by the new development causing the need for those facilities and have previously enacted impact fee ordinances to accomplish that goal; and

WHEREAS, both DeForest and Windsor have determined that it is reasonable and necessary to analyze the adequacy of their respective impact fees in light of inflationary costs, technological advancements and other changes that have occurred over time; and

WHEREAS, §66.0617(4) of the Wisconsin Statutes requires that a needs assessment be prepared which evaluates existing facilities, new or expanded facilities that will be needed in the future and the estimated cost of those facilities before a municipality may modify its impact fees; and

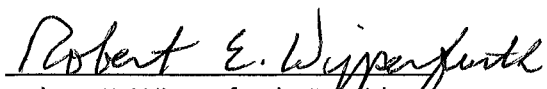
WHEREAS, the Windsor Village Board previously adopted Resolution 2023-127 authorizing the Village President, Administrator and Attorney to negotiate an agreement with DeForest to share the cost of the Public Safety Impact Fee Study. The proposed agreement attached hereto as Exhibit A was negotiated; and

WHEREAS, the Village Board finds the terms of the proposed agreement, attached as Exhibit A, to be acceptable and in the public interest.

NOW, THEREFORE, BE IT RESOLVED, that the agreement attached hereto as Exhibit A is hereby approved. The Village President, Village Attorney and Staff are authorized to execute the agreement and all associated documents, as approved by the Village Attorney, on behalf of the Village, subject to DeForest approving same.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on January 18, 2024, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:

A handwritten signature in cursive script, reading "Christine Capstran", written over a horizontal line.

Christine Capstran, Clerk

EXHIBIT A: Intergovernmental Agreement For Cost Sharing a Joint Needs Assessment for Public Safety Facility Impact Fees

**INTERGOVERNMENTAL AGREEMENT FOR
PREPARATION OF A JOINT NEEDS ASSESSMENT
FOR PUBLIC SAFETY FACILITY IMPACT FEES.**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Village of DeForest, a Wisconsin municipal corporation (hereinafter referred to as “DeForest”), and the Village of Windsor; a Wisconsin municipal corporation (hereinafter referred to as “Windsor”) effective on the date of the last signature hereto:

WHEREAS, DeForest and Windsor are parties to an intergovernmental agreement for the provision of firefighting and emergency medical services; and

WHEREAS, the governing bodies of both DeForest and Windsor have determined that the cost of new capital facilities should be borne by the new development causing the need for those facilities and have previously enacted impact fee ordinances to accomplish that goal; and

WHEREAS, both DeForest and Windsor have determined that it is reasonable and necessary to analyze the adequacy of their respective impact fees in light of inflationary costs, technological advancements and other changes that have occurred over time; and

WHEREAS, §66.0617(4) of the Wisconsin Statutes requires that a needs assessment be prepared which evaluates existing facilities, new or expanded facilities that will be needed in the future and the estimated cost of those facilities before a municipality may modify its impact fees; and

WHEREAS, §66.0301 of the Wisconsin Statutes authorizes municipalities to enter into agreements for the joint exercise of powers and the provision of joint services, including provisions for sharing of the costs thereof; and

WHEREAS, DeForest and Windsor have determined that it is in the best interest of both municipalities to jointly participate in the preparation of a needs assessment analyzing the public safety facility needs of both municipalities, many of which are shared; and

WHEREAS, DeForest and Windsor have reached agreement on the process for preparation of the needs assessment and the allocation of the cost thereof as between the two parties;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants hereinafter set forth, the receipt and sufficiency of which are mutually acknowledged, DeForest and Windsor agree as follows:

- 1. Preparation of Needs Assessment.** DeForest will contract with Baker Tilly Virchow Krause, LLP (“Consultant”) for the preparation of an impact fee needs assessment addressing all public safety facilities anticipated to be needed due to future development in DeForest and Windsor. The needs assessment shall comply with all requirements of §66.0617, Wis. Stats. and shall recommend an impact fee structure to assess the costs to be incurred to meet those needs.

2. **Payment of Project Costs.** DeForest shall be responsible for payments due to the Consultant for the costs of the preparation of the needs assessment and shall pay all such amounts as they become due.
3. **Cost Allocation.** Windsor shall reimburse DeForest for forty-three percent (43%) of the amount incurred by DeForest for the services of the Consultant under this Agreement. DeForest shall invoice Windsor for Windsor's share of the project costs when such costs become payable by DeForest, and Windsor shall make payment of the invoiced amounts not later than thirty (30) days after invoicing. If progress payments are due upon partial completion of any portion of the work, DeForest shall have the option to invoice Windsor for its share of any progress payments due, or to invoice the entire Windsor share of the costs upon completion of the project.
4. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Wisconsin.
5. **Entire Agreement.** This Agreement represents the entire agreement between parties regarding the subject matter hereof and may only be amended by a written agreement executed by both parties.
6. **Section Captions.** The captions or headings of the various sections of this Agreement are intended for ease of reference only and shall not be deemed to define, limit or describe the scope or intent of this Agreement and are not part of this Agreement.
7. **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.

VILLAGE OF DEFOREST

Date Signed: _____

Jane Cahill Wolfgram
Village President

Date Signed: _____

Callista Lundgren
Village Clerk

[Signature blocks continue on following page]

VILLAGE OF WINDSOR

Date Signed: 1-18-24

Robert E. Wipperfurth
Robert Wipperfurth, Village President

Date Signed: 1-18-24

Christine Capstran
Christine Capstran, Village Clerk