

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2024-90**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A
COOPERATIVE BOUNDARY AGREEMENT WITH THE VILLAGE OF DEFOREST**

WHEREAS, §66.0301, Wis. Stats., authorizes municipalities to enter into intergovernmental agreements for various purposes, including the establishment and adjustment of the boundary lines between them; and

WHEREAS, the Village of DeForest and the Village of Windsor have negotiated the terms of a tentative intergovernmental agreement, a copy of which is attached hereto as Exhibit A, to adjust a certain portion of the joint boundary between the municipalities to eliminate inconsistencies between that boundary and individual property lines; and

WHEREAS, the governing bodies of the Villages held a joint public hearing on the terms of the proposed agreement on November 18, 2024 after due notice as required by §66.0301(6)(c)1, Wis. Stats., to solicit public input on the terms of the agreement; and

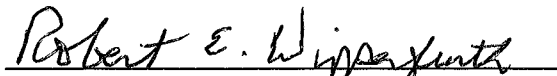
WHEREAS, the Village Board finds that the terms of the proposed agreement are reasonable, and that approval of the agreement will promote orderly development within the affected communities and serve the public interest;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Windsor approves the intergovernmental agreement attached hereto as Exhibit A, and the Village President and Clerk are hereby authorized to execute the agreement on behalf of the Village upon approval of the same agreement by the Village of DeForest.

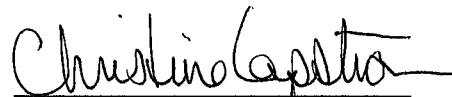
BE IT FURTHER RESOLVED that the Village Clerk is directed to promptly cause the publication of the approved agreement in the manner required by §66.0301(6)(c)2, Wis. Stats.

The above and foregoing resolution was duly adopted at a regular meeting of the Village Board of the Village of Windsor, Dane County, Wisconsin, on November 18, 2024, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

INCORPORATED BY REFERENCE:
Exhibit A: Cooperative Boundary Agreement

COOPERATIVE BOUNDARY AGREEMENT

-Between-

VILLAGE OF DEFOREST

-and-

VILLAGE OF WINDSOR

THIS AGREEMENT is made and entered into between the VILLAGE OF DEFOREST, a Wisconsin municipal corporation ("DeForest"), and the VILLAGE OF WINDSOR, a Wisconsin municipal corporation located in Dane County, Wisconsin ("Windsor") pursuant to §66.0301(6), Wis. Stats.

RECITALS:

WHEREAS, DeForest and Windsor share a common boundary, including a portion of such boundary located near the westerly boundaries of the platted subdivisions of Oak Springs, First Addition to Oak Springs and Second Addition to Oak Springs, all of which are located in Windsor; and

WHEREAS, the parties have discovered that, due to a prior surveying error, the common boundary line does not follow the boundaries of such subdivisions as was intended at the time annexation of land to the west of those subdivisions occurred; and

WHEREAS, as a result of the surveying error, some of the parcels under common ownership are divided by the current municipal boundary, resulting in single parcels being located in both jurisdictions; and

WHEREAS, as a further result of such surveying error, the boundaries of Windsor, at the time of its incorporation, did not include all of the land the parties intended to be under the jurisdiction of the then town of Windsor and included some lands intended to be located in DeForest; and

WHEREAS, DeForest and Windsor are authorized under §66.0301(6) of the Wisconsin Statutes to enter into agreements for the adjustment of their common boundaries; and

WHEREAS, DeForest and Windsor have determined that it is in the best interest of the property owners located in the area where the survey was in error, and in the interest of efficient governance, that the boundary line between them be adjusted to correct the prior surveying error;

NOW, THEREFORE, DeForest and Windsor agree as follows:

Section 1. Boundary Adjustments. Upon the Effective Date of this Agreement, the boundary between DeForest and Windsor within the NE ¼ of Section 19, T9N, R10E shall be adjusted as provided herein. Effective on the Effective Date, the lands legally described and depicted in Exhibit A shall be detached from Windsor and attached to DeForest and the lands legally described in Exhibit B shall be detached from DeForest and attached to Windsor.

Section 2. Attachment Procedure. Promptly following the effective date of this Agreement, the governing bodies of Windsor and DeForest shall enact an ordinance evidencing the attachment by that municipality in the form required by §66.0217(8), Wis. Stats. attaching the territory to be attached by that party pursuant to Section 1.

Section 3. Additional Attachment Procedures. Following adoption of each such attachment ordinance, the clerk of each party shall immediately file, record and send copies of the same and all other required documentation, in accordance with §66.0217(9)(a), Wis. Stats. Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one.

Section 4. Revenue Sharing. There shall be no adjustment of assets and liabilities as a result of the boundary change provided for in Section 1 nor any transfer of tax revenues between the parties with respect to the properties that are the subject of this Agreement. For purposes of property taxation only, the parties agree that the boundary adjustment shall be deemed to have occurred effective on December 31, 2023. For avoidance of doubt, this section is intended to allow DeForest to levy taxes on the properties attached to DeForest hereunder in 2024 and thereafter, and Windsor to levy taxes on all lands attached to Windsor hereunder in 2024 and thereafter, with the other municipality waiving any claim to any portion thereof on any basis whatsoever.

Section 5. Effective Date. Except as provided herein, this Agreement shall become effective thirty-one (31) days after publication by both DeForest and Windsor of this Agreement as a class 1 notice as required by §66.0301(6)(c)1, Wis. Stats. Neither party shall publish this Agreement unless and until both parties have done all of the following in compliance with §66.0301(6)(c) Wis. Stats:

- (a) Provided at least twenty (20) days written notice by certified mail to each owner of property that may be affected by the boundary change provisions contained herein, and the owners of all immediately adjacent properties. The Clerks of each municipality shall cooperate in assuring that all such owners receive a single notice;
- (b) Published a Class 1 notice of a public hearing on this Agreement under Ch. 985, Wis. Stats. If the governing bodies of both municipalities agree to hold a joint public hearing, the Clerks of each municipality shall cooperate in causing the publication of a joint meeting notice;
- (c) Held a public hearing on this Agreement in accordance with the published notice;
- (d) Approved this Agreement by resolution adopted by its governing body following the public hearing as provided in par. (c).

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

Section 6. Term of Agreement. This Agreement shall continue in full force and effect until (a) the effective attachment of all of the lands identified in Exhibits A and B in accordance with Section 1 hereof and the filing and recording of attachment ordinances as provided in Section 3, or (b) the expiration of ten (10) years from the Effective Date hereof, whichever is sooner, at which time it shall terminate. Notwithstanding the foregoing, the waiver of claims by each party contained in Section 4 shall continue in perpetuity.

Section 7. General Provisions

- (a) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective municipalities who are parties hereto and to any successor municipality which acquires jurisdiction of the lands governed hereby through incorporation, consolidation, charter amendment or otherwise.
- (b) **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a written agreement executed by both parties.
- (c) **Severability.** The provisions of this Agreement are intended to be mutually dependent. In the event any material provision of this Agreement is determined to be invalid or unenforceable by a final judgment entered in a court of competent jurisdiction, the entire Agreement shall be void.
- (d) **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Wisconsin and, in the event of a dispute, venue shall lie for all parties in the Circuit Court for Dane County, Wisconsin.
- (e) **Section Captions/Area Designations.** The captions or headings of the various sections of this Agreement are intended for ease of reference only and shall not be deemed to define, limit or describe the scope or intent of this Agreement and are not part of this Agreement.
- (f) **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.
- (g) **No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto. Nothing in this Agreement shall be construed to provide any right or remedy to any person, firm, corporation or other entity not a party to this Agreement.

In witness whereof, the parties have executed this Agreement on the date set forth below their respective signatures.

VILLAGE OF DEFOREST

By: Jane Cabill Wolfgram
Jane Cabill Wolfgram, Village President

Date: 11-18-2024

Attest:

Callista Lundgren
Callista Lundgren, Village Clerk

Date: 11-18-2024

VILLAGE OF WINDSOR

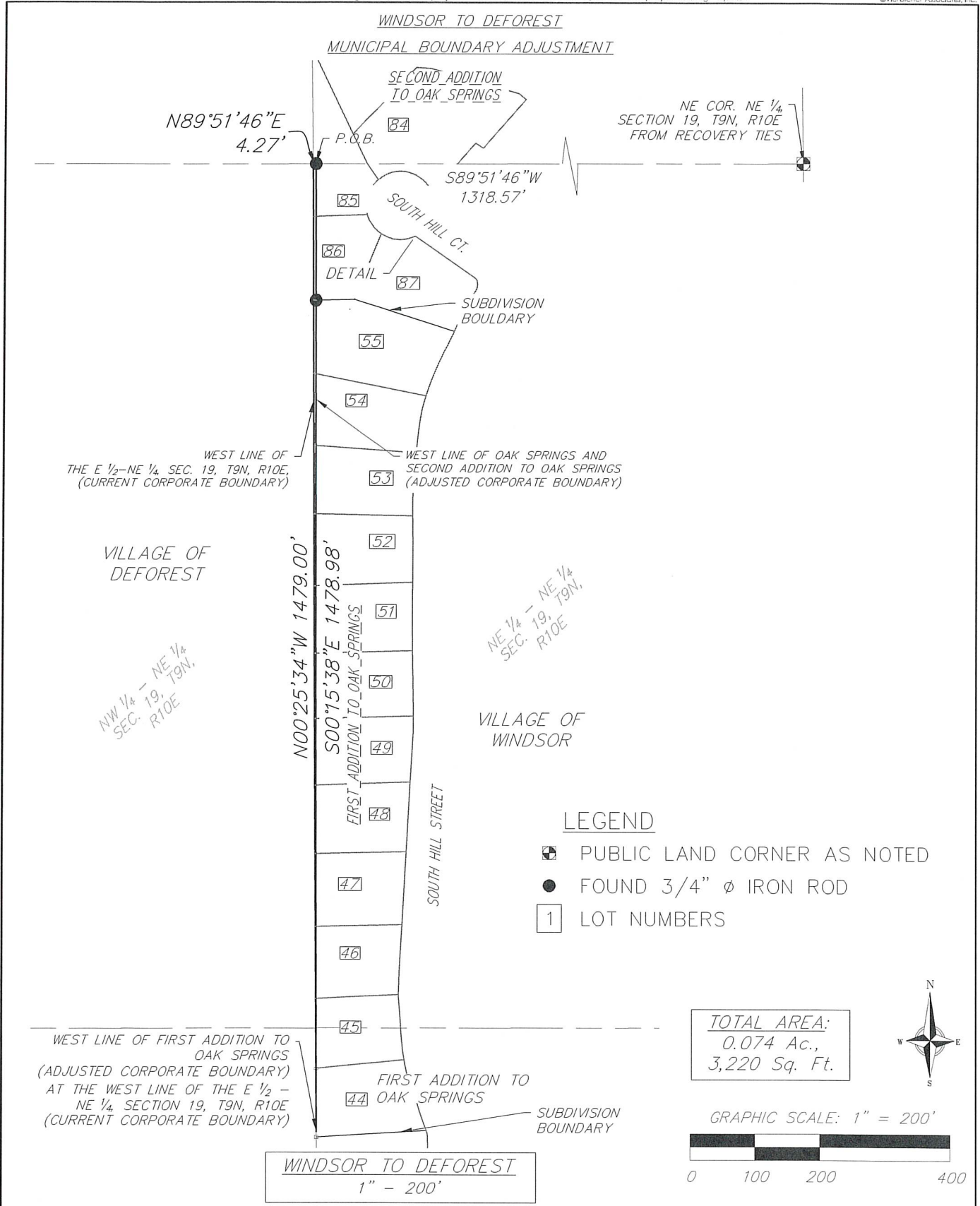
By: Robert Wipperfurth
Robert Wipperfurth, Village President

Date: 11-18-2024

Attest:

Christine Capstran
Christine Capstran, Village Clerk

Date: 11-18-2024



WINDSOR TO DEFOREST
MUNICIPAL BOUNDARY ADJUSTMENT

Located in part of the Northeast Quarter and Southeast Quarter of the Northeast Quarter of Section 19, T9N, R10E, (Village of Windsor), Dane County, Wisconsin and bounded by a line described as Follows.

Commencing at the Northeast Corner of Section 19, T9N, R10E;

Thence; S89°52'46"W, along the north line of the Northeast Quarter of Said Section 19, 1318.57 feet, to a found 3/4" diameter rod at the intersection of the west line of the Second Addition to Oak Springs and the said north line of the Northeast Quarter of Section 19 and the Point of Beginning, (P.O.B.) of this description;

Thence, S00°15'38"E, along the west line of the said Second Addition to Oak Springs and the west line of Oak Springs, 1478.98 feet to its intersection with the west line of the Southeast Quarter of the Northeast Quarter of said Section 19;

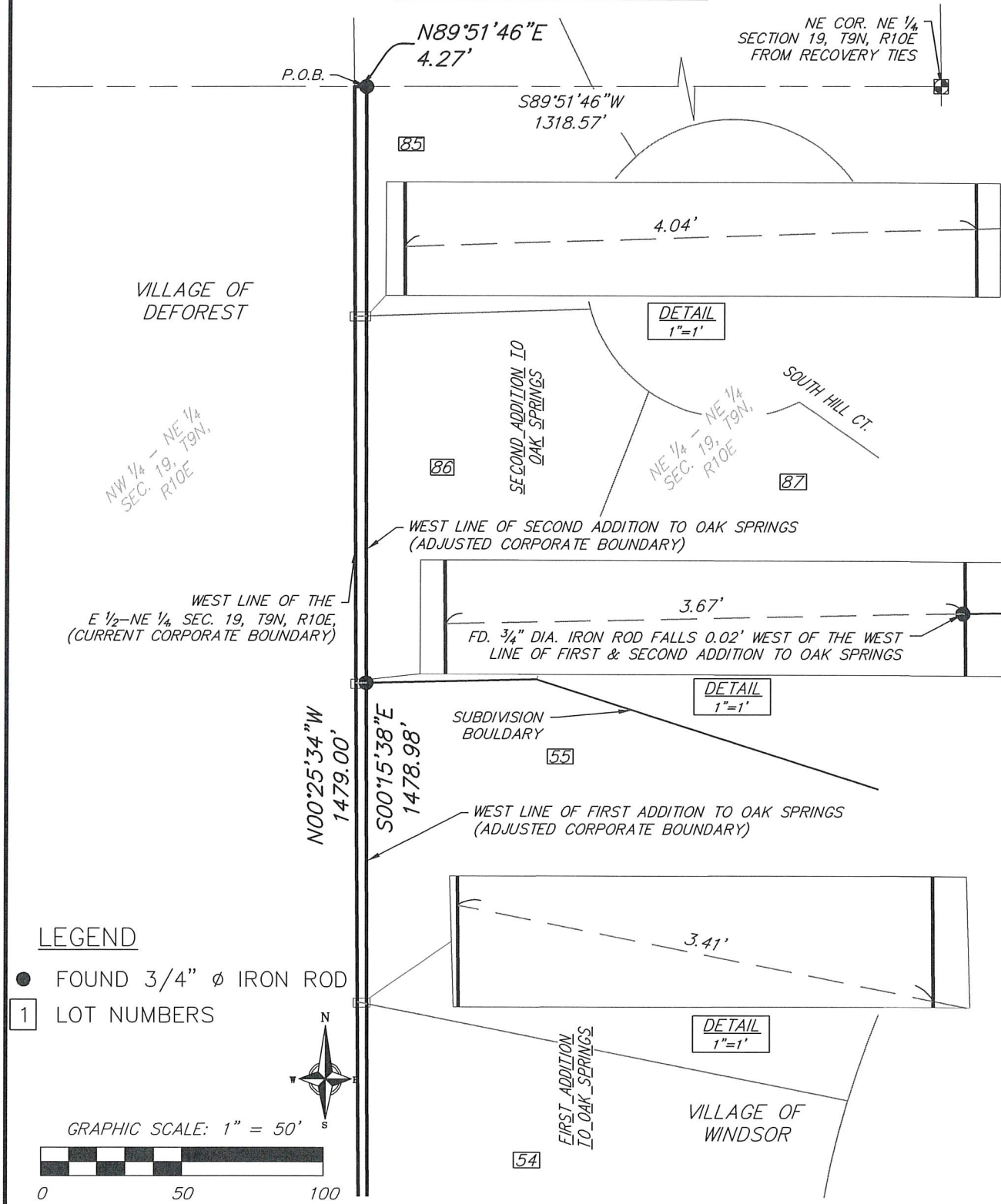
Thence, N00°25'34"W, along the west line of the Southeast Quarter of the Northeast Quarter and the west line of the Northeast Quarter of the Northeast Quarter of said Section 19, 1479.00 feet, to the northwest corner thereof;

Thence, N89°51'46"E, along the north line of the Northeast Quarter of the Northeast Quarter of said Section 19, 4.27 feet, returning to the point of beginning;

Lands to be removed from the Village of Windsor and added to the Village of DeForest total 0.073 Ac., (3,160 Sq. Ft.)



**WINDSOR TO DEFOREST
MUNICIPAL BOUNDARY ADJUSTMENT**

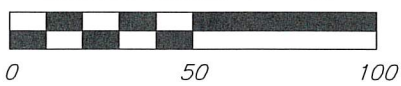


LEGEND

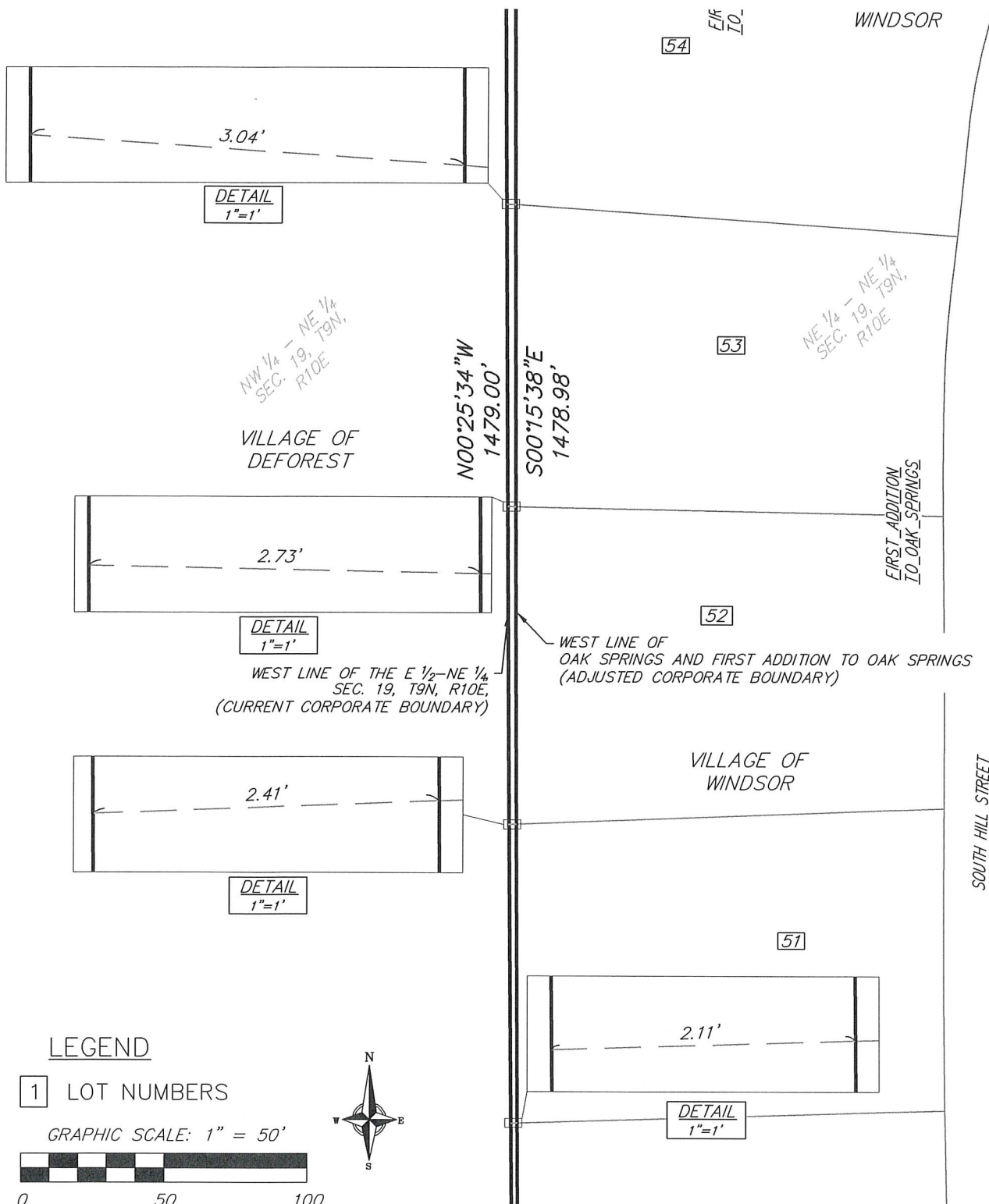
- FOUND 3/4" Ø IRON ROD
- 1 LOT NUMBERS



GRAPHIC SCALE: 1" = 50'



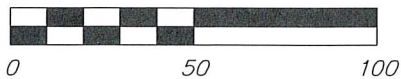
WINDSOR TO DEFOREST MUNICIPAL BOUNDARY ADJUSTMENT



LEGEND

1 LOT NUMBERS

GRAPHIC SCALE: 1" = 50'



vierbicher
planners | engineers | advisors

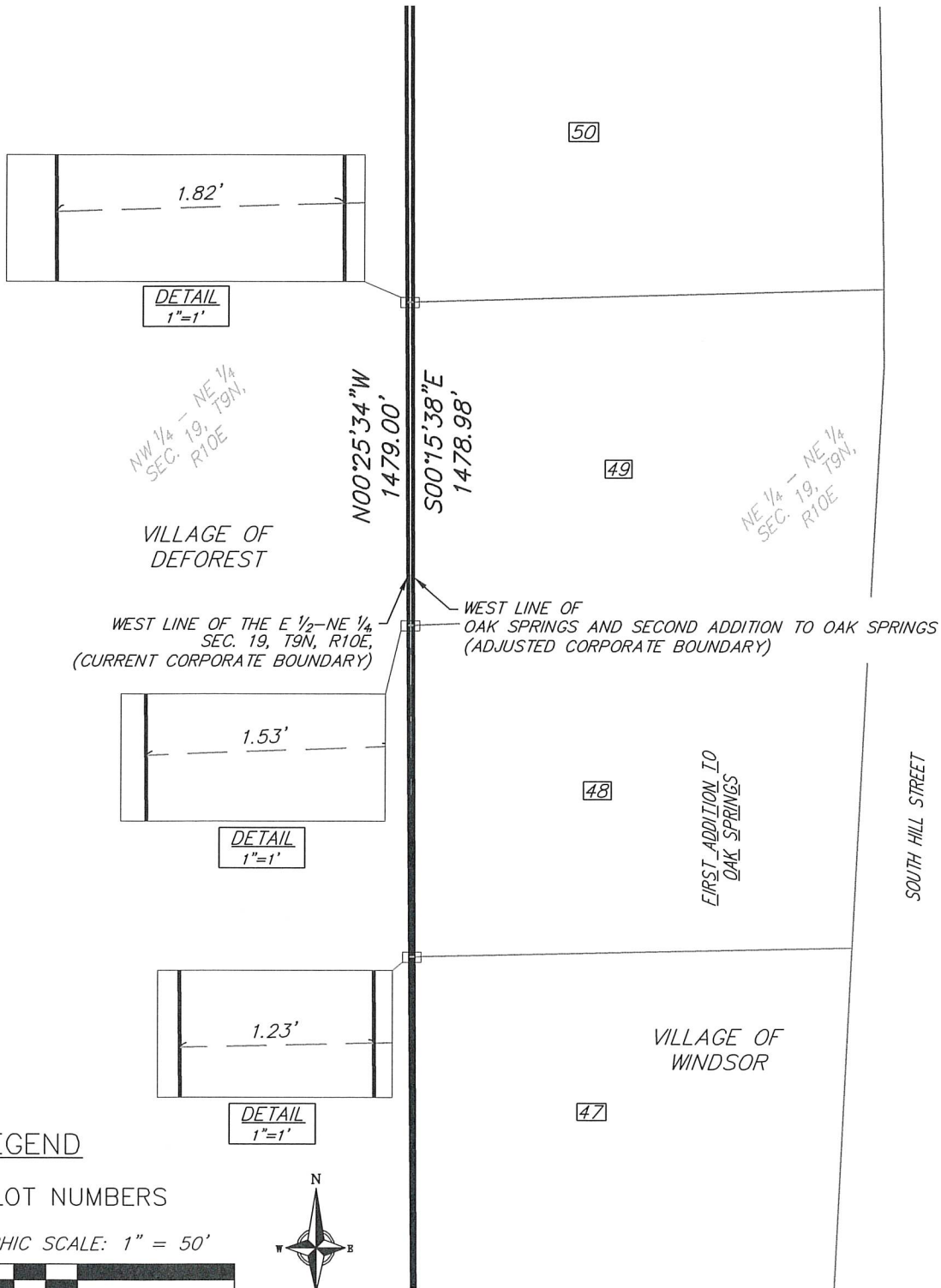


Job #: 240001
 Date: 7/10/2024
 Rev:
 Drafted By: mlon
 Checked By: sdis

CORPORATE BOUNDARY ADJUSTMENT
DETAIL SHEET

**SHEET
4 OF 6**

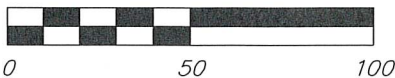
WINDSOR TO DEFOREST
MUNICIPAL BOUNDARY ADJUSTMENT



LEGEND

1 LOT NUMBERS

GRAPHIC SCALE: 1" = 50'



vierbicher
planners | engineers | advisors

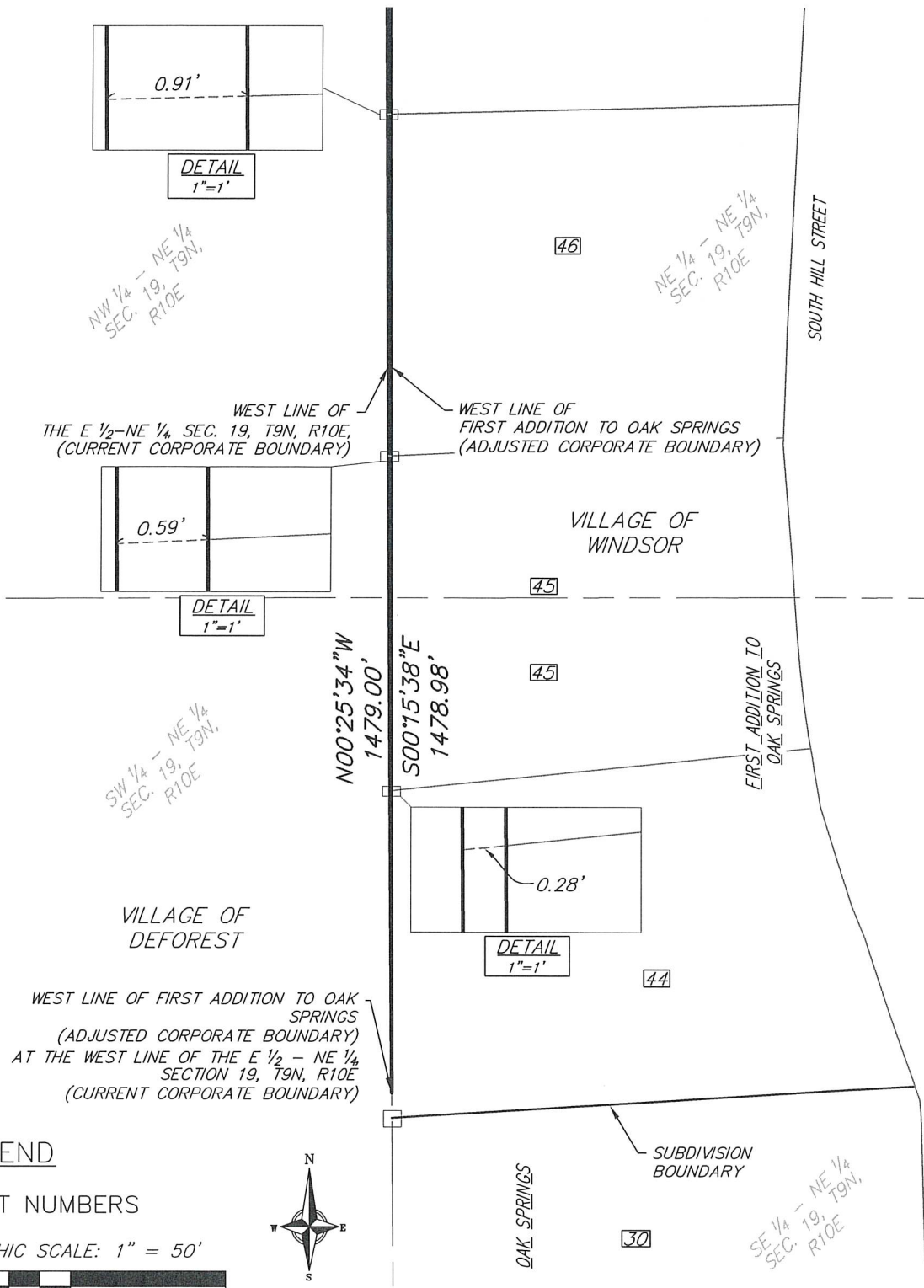


Job #: 240001
Date: 7/10/2024
Rev.
Drafted By: mln
Checked By: sdis

CORPORATE BOUNDARY ADJUSTMENT
DETAIL SHEET

**SHEET
5 OF 6**

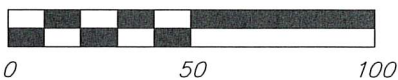
**WINDSOR TO DEFOREST
MUNICIPAL BOUNDARY ADJUSTMENT**



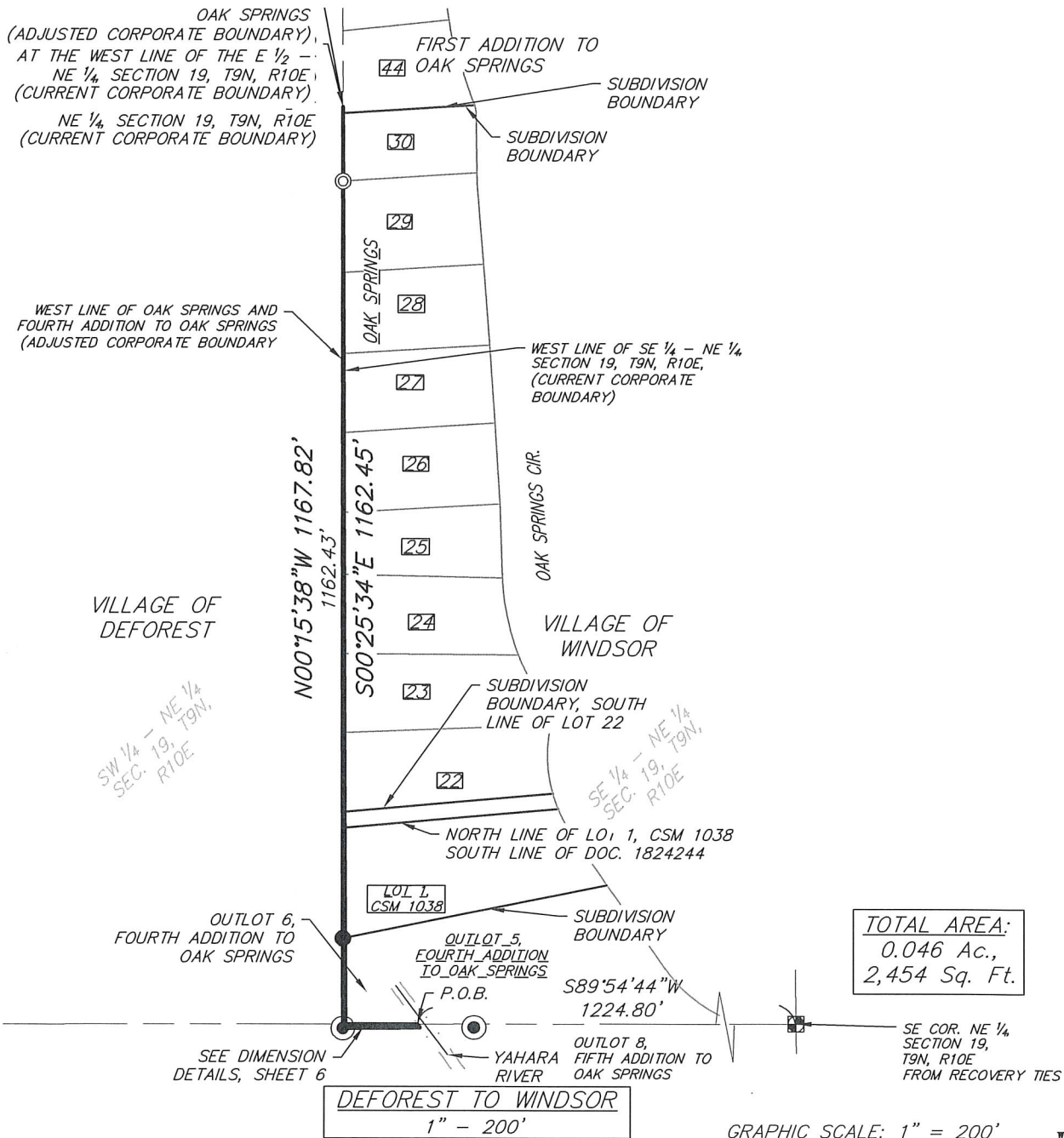
LEGEND

1 LOT NUMBERS

GRAPHIC SCALE: 1" = 50'

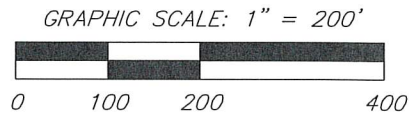


DEFOREST TO WINDSOR
MUNICIPAL BOUNDARY ADJUSTMENT



LEGEND

- PUBLIC LAND CORNER AS NOTED
- ⊙ FOUND 1" ϕ IRON PIPE
- ⊙ FOUND 1 1/4" ϕ IRON ROD
- FOUND 3/4" ϕ IRON ROD
- 1 LOT NUMBERS



DEFOREST TO WINDSOR
MUNICIPAL BOUNDARY ADJUSTMENT

LEGAL DESCRIPTION

Located in part of the Southwest Quarter of the Northeast Quarter of Section 19, T9N, R10E, (Village of DeForest), Dane County, Wisconsin and bounded by a line described as Follows.

Commencing at the southeast corner of the Northeast Quarter of Corner of Section 19, T9N, R10E;

Thence; S89°54'44"W, along the south line of the Southeast Quarter of the Northeast Quarter of Section 19, 1224.8 feet, more or less, to the southwest ordinary high-water mark of the Yahara River and the Point of Beginning (P.O.B.) of this description;

Thence, S37°10'12"E, along the said southwest ordinary high-water mark of the Yahara River, 6.17 feet, more or less, to the south line of Outlot 6 of Fourth Addition to Oak Springs;

Thence, S89°38'35"W, along the said south line of Outlot 6 of Fourth Addition to Oak Springs, 99.09 feet more or less to a found 1 1/4" diameter iron rod at the southwest corner thereof;

Thence, N00°15'38"W, along the west line of Fourth Addition to Oak Springs and the west line of Oak Springs, 1167.82 feet, to its intersection with the west line of the Southeast Quarter of the Northeast Quarter of said Section 19;

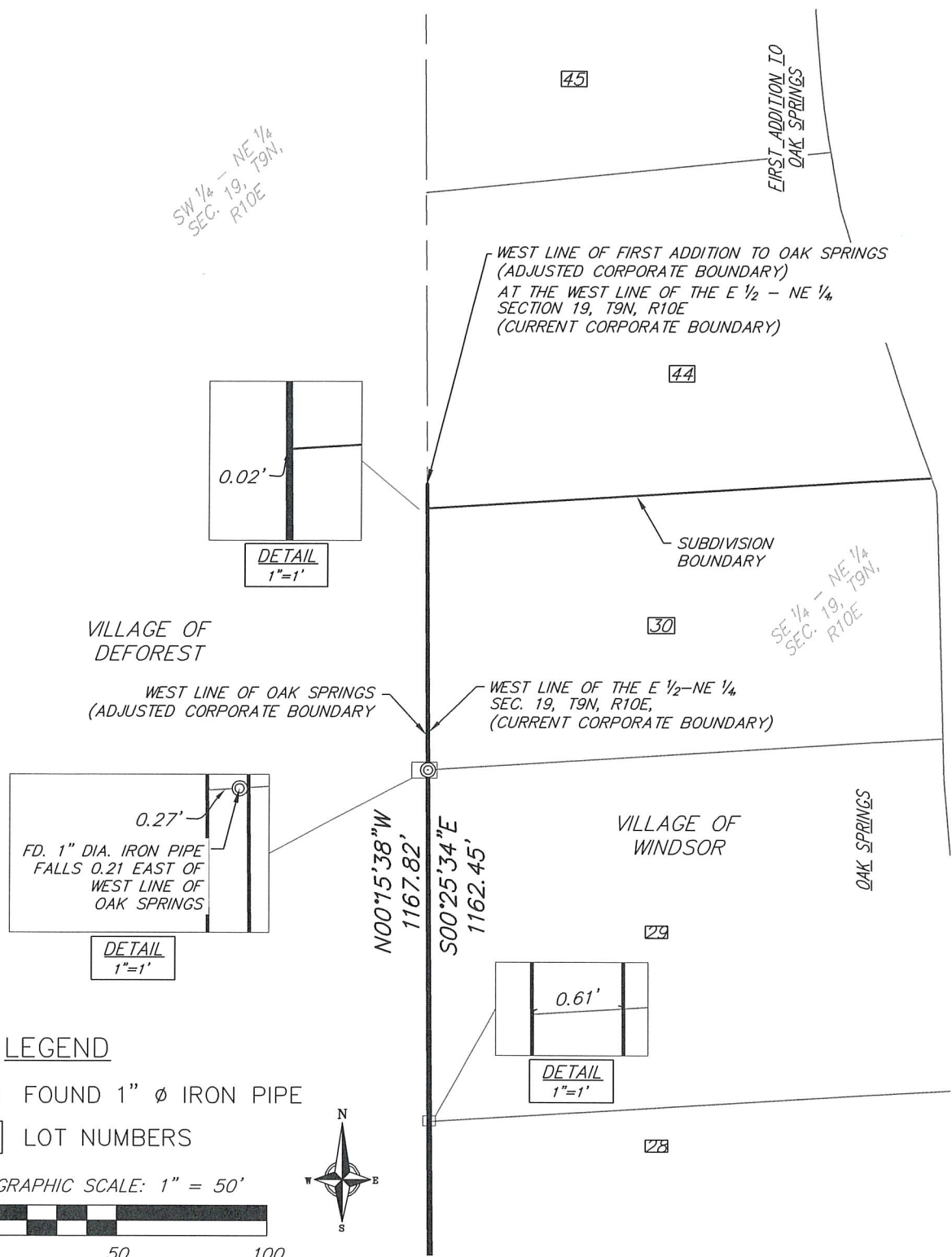
Thence, S00°25'34"E, along the west line of the said Southeast Quarter of the Northeast Quarter of Section 19, 1162.45 feet to the southwest corner thereof,

Thence, N89°54'44"E, along the south line of the said Southeast Quarter of the Northeast Quarter of Section 19, 92.02 feet, more or less, returning to the point of beginning;

Lands to be removed from the Village of DeForest and added to the Village of Windsor total 0.046 Ac., (2,454 Sq. Ft.)



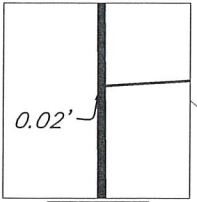
DEFOREST TO WINDSOR
MUNICIPAL BOUNDARY ADJUSTMENT



SW 1/4 - NE 1/4
SEC. 19, T9N,
R10E

FIRST ADDITION TO
OAK SPRINGS

WEST LINE OF FIRST ADDITION TO OAK SPRINGS
(ADJUSTED CORPORATE BOUNDARY)
AT THE WEST LINE OF THE E 1/2 - NE 1/4,
SECTION 19, T9N, R10E
(CURRENT CORPORATE BOUNDARY)



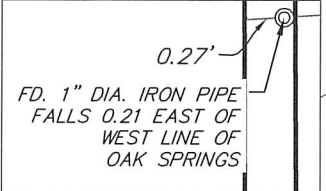
DETAIL
1"=1'

VILLAGE OF
DEFOREST

WEST LINE OF OAK SPRINGS
(ADJUSTED CORPORATE BOUNDARY)

WEST LINE OF THE E 1/2-NE 1/4
SEC. 19, T9N, R10E,
(CURRENT CORPORATE BOUNDARY)

SE 1/4 - NE 1/4
SEC. 19, T9N,
R10E



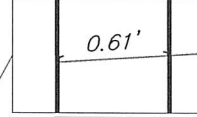
0.27'
FD. 1" DIA. IRON PIPE
FALLS 0.21 EAST OF
WEST LINE OF
OAK SPRINGS

DETAIL
1"=1'

N00°15'38"W
1167.82'
S00°25'34"E
1162.45'

VILLAGE OF
WINDSOR

OAK SPRINGS



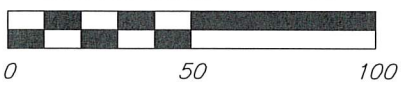
DETAIL
1"=1'

LEGEND

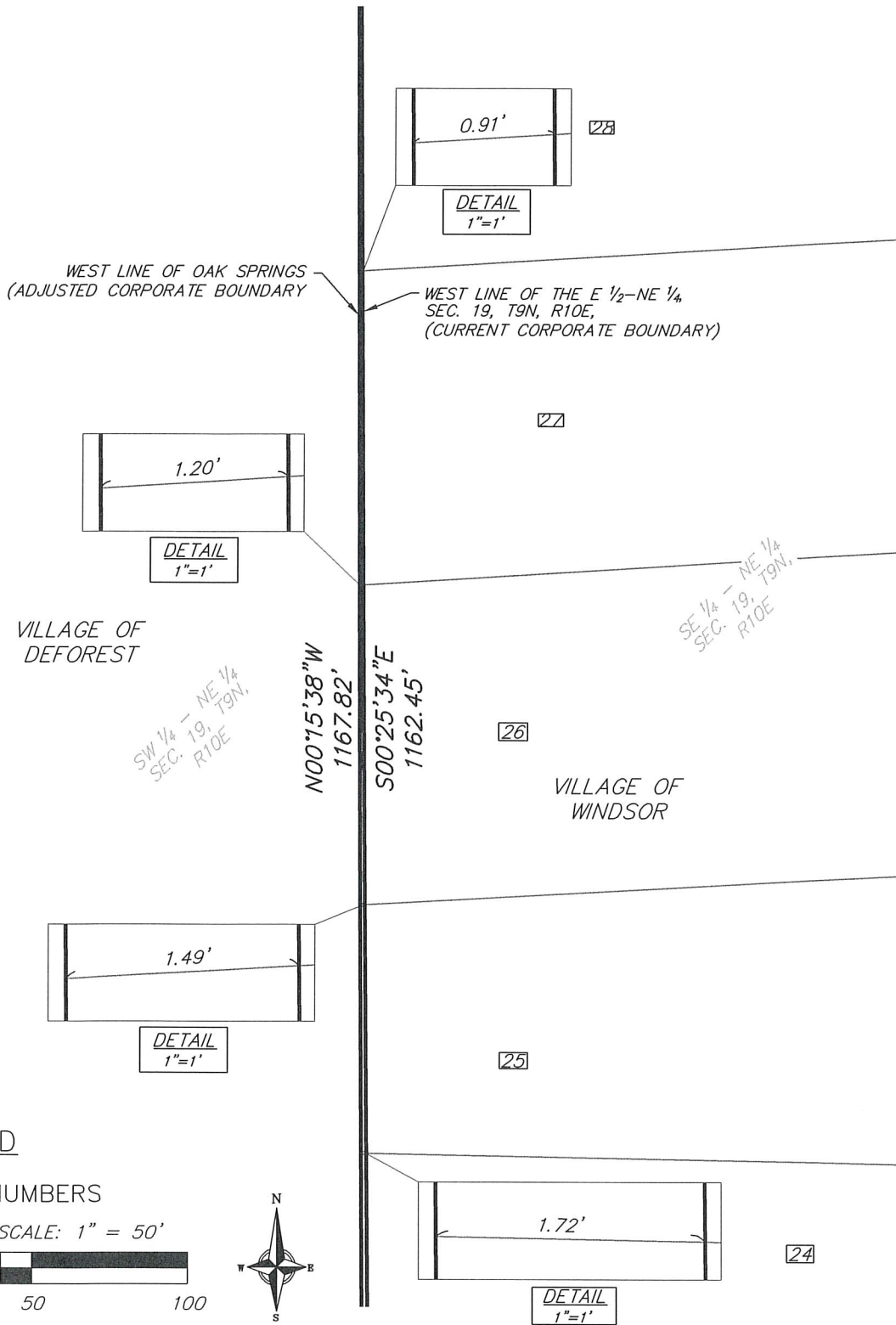
⊙ FOUND 1" Ø IRON PIPE

1 LOT NUMBERS

GRAPHIC SCALE: 1" = 50'



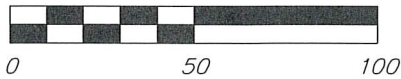
DEFOREST TO WINDSOR
MUNICIPAL BOUNDARY ADJUSTMENT



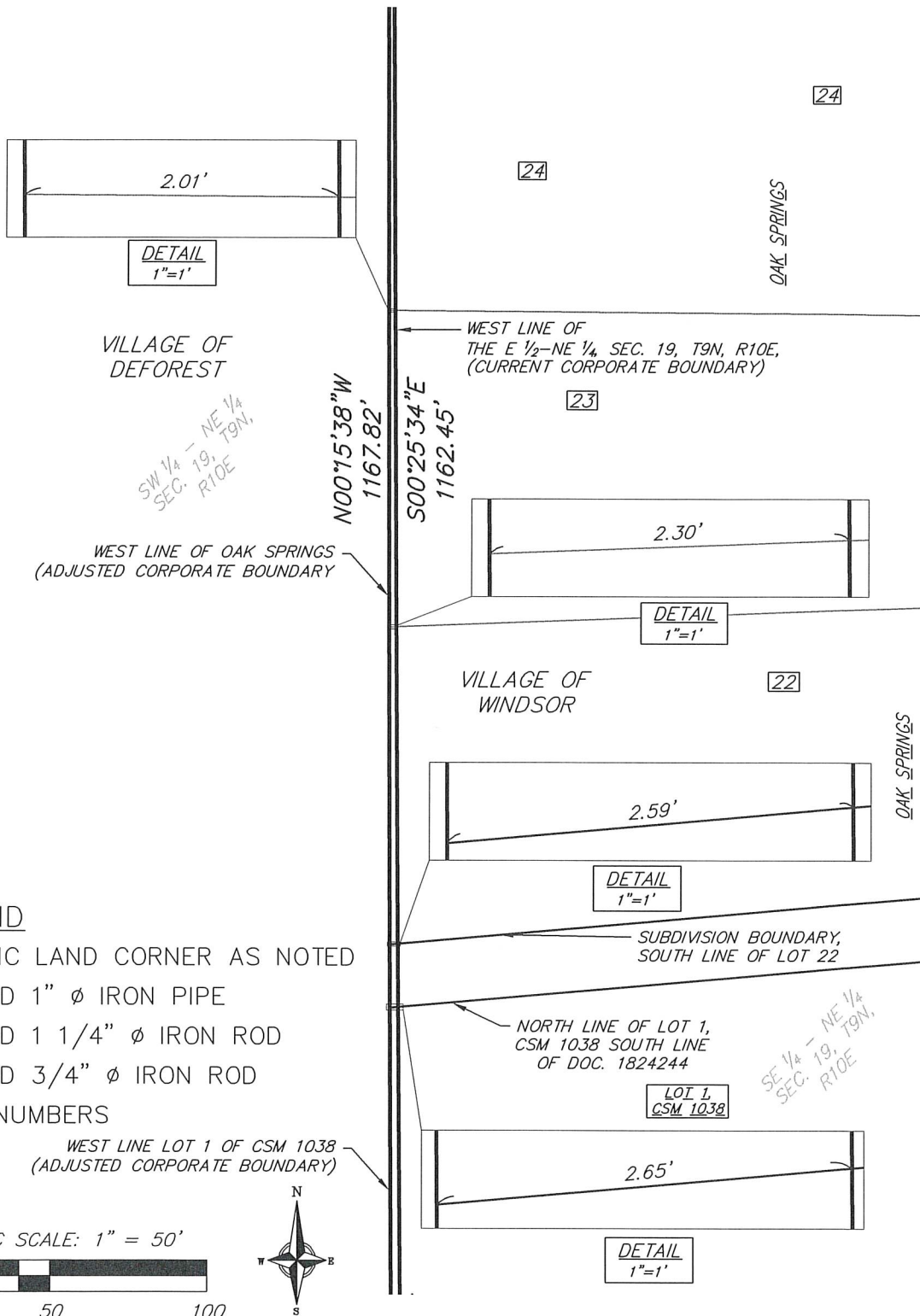
LEGEND

1 LOT NUMBERS

GRAPHIC SCALE: 1" = 50'



DEFOREST TO WINDSOR
MUNICIPAL BOUNDARY ADJUSTMENT

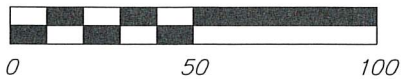


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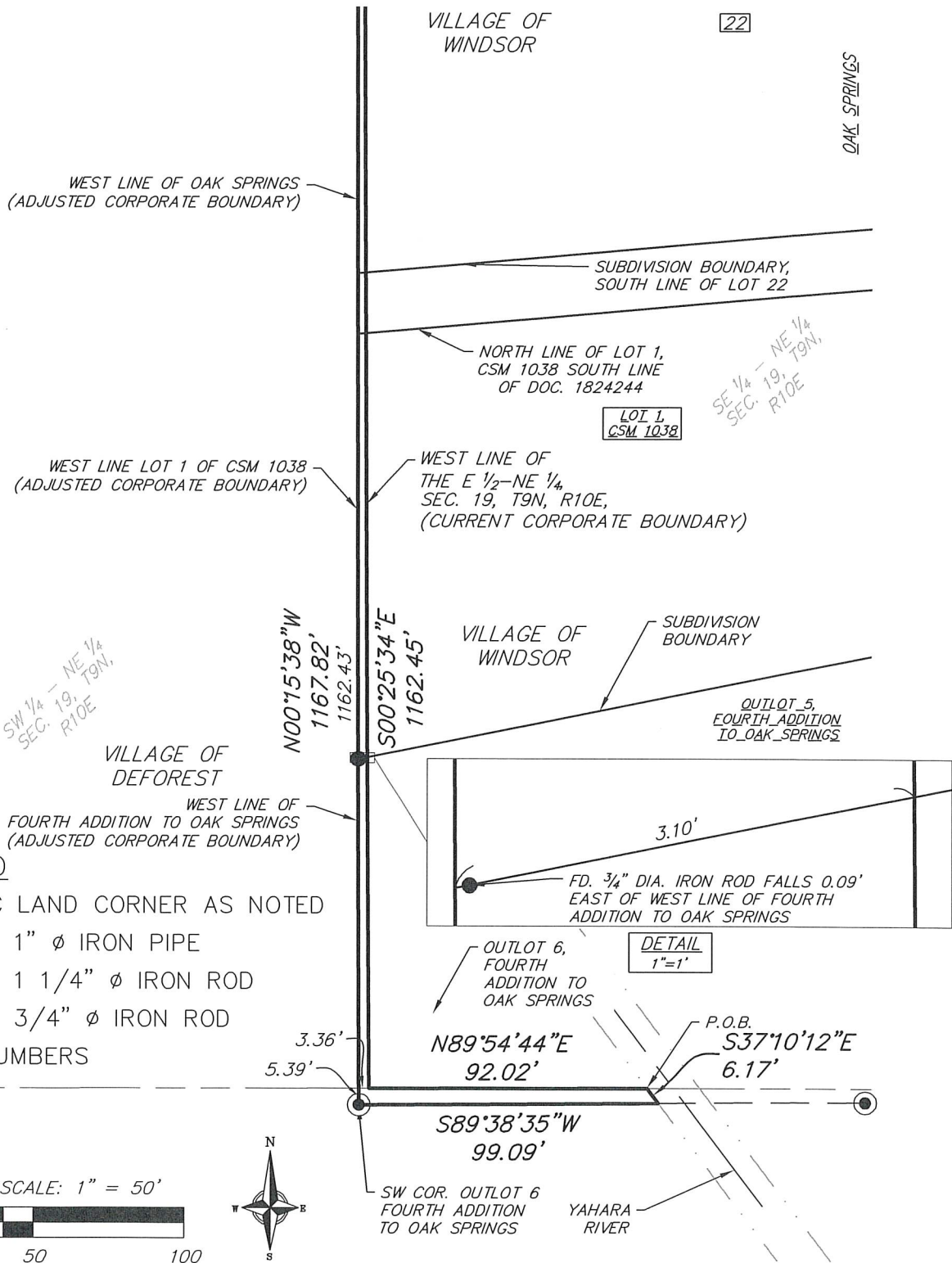
- ☒ PUBLIC LAND CORNER AS NOTED
- ⊙ FOUND 1" ϕ IRON PIPE
- ⊙ FOUND 1 1/4" ϕ IRON ROD
- FOUND 3/4" ϕ IRON ROD
- 1 LOT NUMBERS

WEST LINE LOT 1 OF CSM 1038
(ADJUSTED CORPORATE BOUNDARY)

GRAPHIC SCALE: 1" = 50'



DEFOREST TO WINDSOR
MUNICIPAL BOUNDARY ADJUSTMENT



LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1" ϕ IRON PIPE
- FOUND 1 1/4" ϕ IRON ROD
- FOUND 3/4" ϕ IRON ROD
- 1 LOT NUMBERS

