



WISCONSIN DEPARTMENT OF ADMINISTRATION

**APPROVAL OF THE
VILLAGE OF DeFOREST AND TOWN OF WINDSOR
COOPERATIVE PLAN
UNDER SECTION 66.0307, WISCONSIN STATUTES**

October 2010

Introduction

In accordance with s. 66.0307(5) of the Wisconsin Statutes, the Wisconsin Department of Administration (Department) approves the cooperative plan between the Village of DeForest and the Town of Windsor. This is the 28th cooperative plan received and approved by the Department. A list of all approved agreements can be found at: www.doa.state.wi.us/municipalboundaryreview

On July 13th, 2010, the Department met with representatives from Windsor and DeForest and received the *Village of DeForest/Town of Windsor Cooperative Plan* (hereinafter called the Cooperative Plan). This Cooperative Plan addresses boundaries between the two communities, including areas that will transition to the Village of DeForest, and areas that will transition to the Town of Windsor. Past annexations have created islands of Town land surrounded by the Village, and they have created a large Village area that is completely surrounded by the Town. These boundary irregularities have caused problems for community identity, planning, service delivery, and budgeting. Therefore, the boundary changes that will occur because of the Cooperative Plan will improve upon this situation.

The Cooperative Plan also maintains a large rural area in Windsor by preventing it from being transferred to DeForest via annexation. This will ensure the continued existence of a contiguous block of land for future agricultural activity. The Cooperative Plan also establishes joint planning, police protection standards, and joint services.

This Cooperative Plan is the culmination of many years of conflict, litigation and, most importantly, continued and diligent effort between DeForest and Windsor. In 2004, the communities successfully resolved litigation over an annexation by entering into the *2004 Settlement Agreement* under s. 66.0225 Wis. Stats. In addition to resolving the annexation dispute, the 2004 Settlement Agreement also established future boundaries between the Village and Town and committed the communities to develop a more comprehensive cooperative boundary plan under s. 66.0307 Wis. Stats. Owing to the perseverance of many elected officials, staff, residents, and other interested individuals, that commitment has now been realized roughly six years later. This Cooperative Plan, which replaces the 2004 Settlement Agreement, will benefit area residents, businesses, and the larger region.

Public Hearing, Resolutions, Referenda and other Procedural Matters

Before a cooperative plan is submitted to the Department, a number of procedural steps must occur. These are:

- Joint initiating resolutions passed by each participating municipality authorizing its governing body to work to negotiate and develop the plan;
- A joint public hearing to receive comments from the public and other governmental bodies, and
- Resolutions adopted by each municipality resolutions to approve a final version of the cooperative plan and forward it to the Department for review.

The following procedural steps may occur:

- An advisory referendum; and
- A public hearing held by the Department.

No area residents requested that an advisory referendum on the Agreement be held, and no area residents requested that the Department hold a public hearing.

Authorizing resolutions were passed by the Village of DeForest on March 1st 2010 and by the Town of Windsor on March 4th, 2010, and are provided as Exhibit 15. As required by s. 66.0307(4)(a) Wis. Stats., these resolutions were distributed to neighboring municipalities, Dane County, the Capital Area Regional Planning Commission (CARPC), area school districts, universities, and vocational and technical colleges, sanitary and utility districts, the Wisconsin Department of Natural Resources (WDNR), Wisconsin Department of Transportation (WisDOT), and the Wisconsin Department of Agriculture, Trade and Consumer Protection (WDATCP), as well as to this Department.

The required joint public hearing was held on May 12, 2010. Appendix 18 contains the public comments that were received at the hearing, or immediately following. These comments, along with DeForest and Windsor's reaction, are as follows:

- One area resident criticized the manner in which the Cooperative Plan apportions multi-family housing and commercial development within the Town, and believes the Bear Tree subdivision should be allowed to develop immediately rather than wait 10 years. This resident is in support of the Cooperative Plan in all other respects.
 - In a May 4, 2010 email to the resident, Town of Windsor staff responded that the Cooperative Plan attempts to align the Village and Town comprehensive plans as much as possible. The method for determining an appropriate mix of housing types is one area where differences existed. While both plans accomplish an appropriate mix of land uses, they utilize different methods to accomplish that goal. Historically, Windsor has averaged density and housing types over the entire Windsor urban service area, while DeForest determines the calculation within specific development projects. This has made sense for Windsor because, compared to DeForest, its developments are much smaller in size. However, switching to DeForest's approach makes sense because the land uses for Windsor's remaining development projects have already been agreed-upon by the two communities.
- Comment from Tom Wilson, Town of Westport chair, who questions the recommended land use for a particular parcel;
- One resident landowner questioned how the Cooperative Plan would impact their property should they decide to develop it.
 - Town and Village staff later met with this landowner to explain the impact and also responded by letter.

- Comments from DOA staff upon reviewing the draft plan prior to formal submission: In addition to several typos and minor comments, DOA staff noted possible confusion because the Draft Cooperative Plan refers to two agreements, and also the fact that DeForest would still exist as two separate pieces.
 - Town and Village staff responded to these comments by email correspondence as well as by meeting in-person. Language was inserted into the final Cooperative Plan document to clarify the two agreements, and Town and Village staff explained how the Village island will ultimately connect with the main body of the Village. This is described more specifically later in this determination document.
- Comment from a resident who believes that the timelines for the process of attaching territory to the Town or Village should be expanded, and also that the annual meetings between the Village and Town should not be allowed to be canceled.
 - Town and Village staff considered these comments but declined to make a change, stating that both of these items were the result of considerable negotiation.
- PC Farm Holdings II, LLC (PCFH II) submitted comments through its attorney. PCFH II is the developer for a proposed residential project called ‘Bear Tree Windsor,’ which is located in Area B shown by Exhibit 2. PCFH II’s attorney submitted letters on June 1st and August 30th recommending that the Cooperative Plan not be adopted for two primary reasons:
 - 1) The Cooperative Plan places a 10-year moratorium on development of the Bear Tree Windsor project, despite the Town’s earlier approval.
 - 2) PCFH II contends that the communities’ comprehensive plans treat the Bear Tree parcel differently, believing the Town’s plan calls for residential development in 10 years time, while the Village’s plan calls for agricultural land use indefinitely.

PCFH II’s contentions will be discussed later under the statutory standard regarding the Cooperative Plan’s compatibility with comprehensive plans and regulations.

Also at the public hearing on May 12th, the Village and Town adopted a boundary agreement under s. 66.0301 Wis. Stats. which was developed simultaneous with the Cooperative Plan and whose terms, conditions, and provisions are essentially identical. Agreements under s. 66.0301 are short-term in nature, no more than 10 years. The parties created the general agreement in order to begin to implement the parties’ vision immediately, rather than waiting for the Department’s review and anticipated approval of the Cooperative Plan, which at that time, was several months away.

Approval Criteria Applicable to the Department

A cooperative plan shall be approved by the Department if the Department determines that each of the review criteria in s. 66.0307(5)(c), Wis. Stats., is met. The following paragraphs describe how the Plan relates to these review criteria. It is important to understand that this

approval document is not a complete restatement of the Plan. Those wanting to learn specific details, provisions, nuances, and conditions should look to the text of the Plan itself, which is available from DeForest and Windsor and also at the Department of Administration's website at: <http://doa.wi.gov/municipalboundaryreview>.

(1) The content of the plan under sub. S. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subds. 2 to 5m. s. 66.0307(5)(c)1, Wis. Stats.

Information required by statute, and provided in a clear manner by the parties, includes the following fundamental details:

- Territory subject to the Plan – the planning territory is those areas where DeForest and Windsor have a shared mutual boundary;
- 66.0301 Agreement – As mentioned previously, the parties developed simultaneous with this Cooperative Plan, a boundary agreement under s. 66.0301 Wis. Stats. whose terms and conditions are essentially identical. That agreement became effective on May 12, 2010, which was the public hearing for this Cooperative Plan. According to this Cooperative Plan, the Department's approval means that the agreement under s. 66.0301 is terminated and replaced by the Cooperative Plan.
- 2004 Settlement Agreement – As mentioned previously, the parties entered into a boundary agreement in 2004 under s. 66.0225 Wis. Stats. in order to resolve annexation litigation. That agreement was terminated and superseded by the s. 66.0301 agreement on May 12th, and is now also terminated and superseded by this Cooperative Plan;
- Other existing intergovernmental agreements – The Cooperative Plan also includes and reaffirms the following existing intergovernmental agreements between DeForest and Windsor;
 - *Intergovernmental Agreement on Fire Protection (1997);*
 - *Intermunicipal Community Center and Senior Center Programs Agreement (1993);*
 - *Intergovernmental Agreement on Joint Municipal Court (1995).*
- Transfer of certain territory – As mentioned previously, this Cooperative Plan will result in territory transfers between the two communities. A map at Exhibit 2 of the Cooperative Plan shows the specific areas that will transfer from the Village to the Town, and vice versa, and Exhibit 3 legally describes the areas to transfer.

The following are the areas that will attach from Windsor to DeForest:

- Areas #1 & #2 – will attach when:
 - (a) They are proposed for development at an urban intensity¹;

¹ 'Urban intensity' is defined as development that is greater than the current agricultural preservation policies of Windsor, DeForest, or Dane County agricultural preservation policies, as specified on page 6 of the Cooperative Agreement.

(b) At any time within one hundred twenty (120) days of the Cooperative Plan's expiration date, or

(c) If certain parcels attach but are not contiguous to the village, the Village may also proceed to attach one or more additional parcels within Areas #1 and #2 as necessary to make the attachment territory contiguous to the Village.

- Areas 3a & 3b – a land division of any one parcel allows attachment of the entire area to the Village;
- Areas 4A and 4B - shall transfer from Windsor to DeForest upon the effective date of either the s. 66.0301 agreement, or the Cooperative Plan, whichever occurs first. Because the s. 66.0301 agreement was adopted by the Town and Village at the May 12th public hearing for the Cooperative Plan, it took effect first. Therefore, Areas 4A and 4B have already transferred to DeForest.

The following area will transfer from DeForest to Windsor

- Area D – shall transfer to the Windsor on the effective date of the s. 66.0301 agreement, or the Cooperative Plan, whichever occurs first, and also subject to DeForest zoning and subdivision approvals. Although this area became appropriate for transfer after the May 12th adoption of the s. 66.0301 agreement, it has not yet transferred because the landowners have not yet requested development approvals from DeForest;
- Protected Town territory – with the exception of the transfers described above, no annexation of any Town territory may occur during the development term of the Cooperative Plan, unless both parties agree otherwise. Additionally, Area B which is shown by Exhibit 2 may not be annexed for 30 years. This expanded period of annexation protection may extend to the entire area of Windsor east of US Highway 51 in the event that the parties can agree on land uses for this area, and the lands are in fact restricted to those uses;
- Future Town Development Areas – the Cooperative Plan identifies several areas where development is subject to certain terms and conditions. Specifically:

Area A – development within Area A, which is shown by Exhibit 2, may occur only if the proposed development is consistent with both communities' comprehensive plans as they existed on July 1, 2010, along with any later amendments that are mutually agreed upon by the parties. Any development within Area A must be served by public sanitary sewer and water;

Area B – development within Area B, shown by Exhibit 2, must be consistent with both communities' comprehensive plans as they existed on July 1, 2010, and also with certain agricultural preservation standards that are described in the Cooperative Plan. However, this restriction applies to the portion of Area B that lies south of Windsor Road only for 10 years, as opposed to the full planning period, so long as it is served by public sanitary sewer and water. This area is the location of the proposed 'Bear Tree Windsor' development;

Area C – development within Area C, shown by Exhibit 2, must be served by public sanitary sewer and water.

- Windsor Crossing – DeForest agrees that it will withdraw its opposition to a Town development called ‘Windsor Crossing’ provided that certain conditions are followed, which are specified in the Cooperative Plan;
- No conservation easements – Windsor agrees not to acquire conservation easements, or take any action to restrict future development, in Areas 1, 2, 3A, 3B, and 5 during the planning period, unless DeForest agrees;
- Windsor Agricultural Area - the Village and Town agree that area east of USH 51 and north of Windsor Road will be used for agricultural production and open space uses and DeForest will not oppose Windsor’s implementing Wisconsin’s ‘Working Lands Initiative’, such as by creating an ‘Agricultural Enterprise Zone’. Windsor agrees to limit development in this area to 1 house per 35 acres and farm-related businesses. Also, within Area E of this agricultural area, shown by Exhibit 2, no rezonings or conditional uses will be permitted unless both Windsor and DeForest can agree;
- Joint Meetings & Communication – the Village and Town agree that their boards will meet jointly no less than four times annually, and their planning commissions no less than three times annually;
- Dane County zoning – Both parties agree to copy the other regarding communications with Dane County regarding any zoning actions;
- Police protection standards – the Cooperative Plan establishes minimum police protection standards for both the Town and Village, which resolves a conflict regarding housing density and police protection of certain Town lands within the Village’s extraterritorial review territory. This is described further in this determination under services standard;
- Joint Utility Systems Study – the parties agree to conduct a joint utilities system study to determine the most efficient means of serving DeForest and Windsor residents with public water;
- Comprehensive Plan Amendments – the Village and Town have agreed to a number of process and communication provisions regarding amendments to their comprehensive plans. These are described below under the next statutory standard;
- Term – the planning term for the Cooperative Plan is 20 years from the date of the Department’s approval, or the effective date of the s. 66.0301 agreement, whichever occurs first. Because the s. 66.0301 agreement took effect earlier on May 12, 2010, that is the date from which the planning term for this Cooperative Plan commences.

The above information, along with other information included in the Cooperative Plan, provides sufficient detail to enable the Department to find that the standards in s. 66.0307(3)(c)1. Wis. Stats. are been met.

(2) Is the cooperative plan consistent with each participating municipality's comprehensive plan and with current state laws, municipal ordinances and rules that apply to the territory affected by the plan? s. 66.0307(5)(c)2 Wis. Stats.

According to the Village and Town, this Cooperative Plan is consistent with both communities' comprehensive plans and the various goals, objectives, and policies regarding future land use, transportation, community facilities, agriculture, intergovernmental cooperation, among other things, that are contained in those comprehensive plans.

In order to bring their comprehensive plans into compliance with this Cooperative Plan, and make both comprehensive plans consistent with each other, the parties made a number of amendments to their comprehensive plans, which are contained at Exhibit 19 within the plan. The amendments took effect at the public hearing on May 12, 2010.

As mentioned above, the parties have also negotiated a number of provisions related to amending their comprehensive plans. Specifically:

- Agricultural preservation standards - within one year from the effective date of the s. 66.0301 agreement or this Cooperative Plan, whichever occurs first, the parties agree to amend their comprehensive plans to include the agricultural preservation standards that are provided in section 8(G)(2)(b) of this Cooperative Plan. These standards will govern and guide Windsor's agricultural area, which is east of Highway 51 and north of Windsor Road. Because the s. 66.0301 agreement took effect on May 12, 2010, this amendment will occur no later than May 12, 2011.
- Both communities agree to include the other in their amendment processes;
- Both communities agree not to consider amendments more frequently than on an annual cycle from November to March, except under unusual circumstances;
- Both communities agree to provide 30 days notice of proposed amendments, which will include an invitation to participate in the discussion;
- Both communities agree that certain 'intergovernmental criteria' will be applied when considering future amendments. These criteria are:
 - (1) the proposed amendment shall be consistent with this Cooperative Plan, and with all other existing intergovernmental agreements;
 - (2) the proposed amendment must better the entire DeForest-Windsor community, or at least have a neutral impact;
 - (3) the proposed amendment will not make implementation of the other community's plan more difficult.

The Village and Town believe that the Cooperative Plan is compliant with all federal, state, and local regulations, statutes, and ordinances. Both communities have their own subdivision control ordinances and official map ordinances, and there are no significant inconsistencies between these. Based upon local, regional, county, and local plans for the surrounding

communities, the Cooperative Plan is compatible and will have no negative impact. Also, by letter dated August 11, 2010, the Capital Area Regional Planning Commission (CARPC) indicated its strong support for the Cooperative Plan, finding that it will support CARPC's regional master plan.

No other state agencies have commented.

We now address the comments made concerning the proposed Bear Tree Windsor development. As mentioned previously, PC Farm Holdings II argues that the Cooperative Plan is contrary to state and federal law because it may result in an unconstitutional taking of its property without just compensation. They also argue that the Comprehensive Plan fails to satisfy Wis. Stats. §66.0307(5)(c) because, "DeForest has declined to amend its comprehensive plan to match the Windsor comprehensive plan."

Regarding PC Farm Holdings II's takings claim, the Department's legal staff questions whether approval of a Cooperative Plan by this Department requires or permits it to determine individual legal claims. The Department has not been granted the authority to determine constitutional issues. Assuming that the Department could determine an individual constitutional takings claim as part of its cooperative plan review process, we cannot reject the Cooperative Plan based upon the allegations and legal arguments presented by PC Farm Holdings II in this case. Department legal staff have reviewed the claims and determined that the factual and legal arguments presented are not sufficiently developed.

They claim that the communities' comprehensive plans treat Bear Tree Windsor differently, we disagree. The Department must find that the cooperative plan is consistent with each participating municipality's comprehensive plan in order to grant approval. However, the applicable statute does not require that the cooperative plan be identical to each municipality's comprehensive plan. Nor does it require the municipalities' plans to be identical to each other.

The Town of Windsor's comprehensive plan subjects development of Bear Tree Windsor to the Cooperative Plan. See Town of Windsor Comprehensive Plan at p. 77. The map accompanying the comprehensive plan further designates the land area of Bear Tree Windsor as "Transition Residential." *Id.* However, there is no comment on when development should actually occur. PC Farm Holdings II acknowledges that the Town of Windsor's comprehensive plan is consistent with the Cooperative Plan.

It is true that the Village of DeForest's cooperative plan currently designates the land area of Bear Tree Windsor as part of an "Agricultural Preservation Area." See Village of DeForest Comprehensive Plan at Map 9, "Future Land Use." However, there are numerous indications throughout the document that this designation is subject to change as it pertains to Bear Tree Windsor. The Cooperative Plan itself is subject to change.

First, the Cooperative Plan appears to allow for amendments with respect to use of the PC Farm Holdings II's property, upon approval by both the Town of Windsor and the Village of DeForest. See §8(F)(1)(b) of the plan. In this respect their position under the Cooperative Plan is consistent with its position under Wis. Stats. § 236.10(1)(b), where any plat would require approval by both municipalities, among others. The Cooperative Plan is not permanent, and by its own terms is subject to change by a similar process as the plat approval itself.

Second, the Village's comprehensive plan describes its vision of a "long-term agricultural preservation area" as, "including lands east of the future Highway 51 and north of Windsor Road in the Town of Windsor." *Id.* at p. 29. The land area of Bear Tree Windsor lies to the south of Windsor Road in the Town of Windsor, outside the "long-term agricultural preservation area."

Third, the Village's comprehensive plan specifically states that, "certain lands currently designated as 'Agricultural Preservation Areas' on the Future Land Use Map may be more appropriate for non-agricultural development beyond the 20-year planning period, depending on the Village's longer-range growth intentions and needs." *Id.* at p. 162. These portions of the Village's comprehensive plan demonstrate that the Village's plan for Bear Tree Windsor is consistent with the Cooperative Plan, and flexible if circumstances so warrant.

Neither plan recommends development of the Bear Tree Windsor at the present time. Both plans defer consideration of development of Bear Tree Windsor for at least ten years, as does the Cooperative Plan. Therefore, both comprehensive plans are consistent with the Comprehensive Plan, which is what the statute requires. The fact that the Village's plan envisions development after twenty years, while the Town's plan makes no comment at all as to when development should occur, does not impact the Department's conclusion that both are consistent with the Cooperative Plan. To the extent that it may matter, it also does not make the two comprehensive plans inconsistent with each other.

For the foregoing reasons, the Department finds that the Cooperative Plan is consistent with each community's comprehensive plan and with all current state laws, municipal regulations and administrative rules and that the standard in s. 66.0307(5)(c)(2) Wis. Stats. is therefore met.

(3) Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan. s. 66.0307(5)(c)(3), Wis. Stats.

As part of this Cooperative Plan, DeForest and Windsor successfully negotiated a number of service sharing provisions and arrangements that will improve efficiency and cost effectiveness. These services include police and fire protection, sewer and water service, stormwater management, a municipal court, a community center, and recreation programs. For some of these services, the Cooperative Plan creates a new service sharing arrangement, while in other cases it recognizes and incorporates an existing service sharing agreement without change. The following are the Cooperative Plan's specific provisions related to services:

- **Fire Protection & EMS** - DeForest and Windsor are parties to an existing intergovernmental agreement called the *Fire Protection Agreement and DeForest Area Fire Protection Board* that established an area-wide fire and EMS department. The Cooperative Plan recognizes and includes this agreement but does not change it;
- **Police Protection** – Both DeForest and Windsor provide police protection for their residents, with the Village having a police department of its own and the Town contracting with the Dane County Sheriff's office. This plan does not directly affect the services provided by each community, although it does create service level standards for police protection. Doing so resolves a dispute stemming from the varying service levels between the communities. Specifically, DeForest's

subdivision ordinance limits residential development in Town areas that are not provided with urban levels of police protection. As a result, the Village has blocked proposed town development in the past as part of its extraterritorial review authority, which has caused conflict and controversy. To resolve this, the parties have negotiated the *Intergovernmental Agreement on Police Protection Services* (December 2009) that is provided as Exhibit 11 and which the communities agree to honor during the term of the Cooperative Plan. As a result, minimum police protection standards are in place now so that DeForest's subdivision ordinance no longer blocks proposed Town developments;

- **Sewer and Water** - DeForest has a public works department that manages sewer and water service for its residents. DeForest also provides water service to certain residents of the Towns of Windsor, Burke, and Vienna pursuant to an existing intergovernmental agreement. Windsor has four sanitary sewer districts, shown by Exhibit 8 of the Cooperative Plan, which provide service to Town residents in the southeast corner of the Town between the two pieces of DeForest. Windsor Sanitary District No. 1 also provides service to certain DeForest residents whose property was previously located within the district but has since been annexed to DeForest. Both communities' systems convey wastewater to Madison Metro Sewerage District.

This Cooperative Plan impacts sewer and water service in three ways. First, it recognizes and continues the 'Sewer and Water Utility Neutral Policy', which is a policy developed by the 2004 Settlement Agreement in order to provide service as efficiently as possible to area residents, regardless of jurisdiction. This policy means that the Village and Town will generally serve their own territory and their own residents, except as otherwise agreed. DeForest will serve those properties within DeForest, and also that territory subject to attachment. Meanwhile, Windsor will serve those properties within Windsor, and also Area D when that territory transfers.

Second, Windsor and DeForest have undertaken a Joint Utility Study to plan future extensions as efficiently as possible. The communities agree that if the study concludes that existing lines should serve development in both communities, they will consider turning these lines over to the Madison Metropolitan Sewerage District.

Third, DeForest and Windsor agree to not object to CARPC regarding each other's proposed utility extensions.

- **Community Center and Recreation Programs** – DeForest and Windsor have developed the *Intermunicipal Community Center and Senior Center Programs Agreement* (1993), shown as Exhibit 13, that establishes joint management of the DeForest Community Center and management of its programs;
- **Stormwater management** – DeForest has an erosion control and stormwater management ordinance, while Windsor is regulated directly by Dane County's stormwater ordinances. As part of this Cooperative Plan, the parties pledge mutual cooperation with coordinating stormwater management strategies as development occurs. They also agree that where any inconsistency between stormwater

ordinances exists, the ordinances of the negatively impacted municipality will control;

- **Municipal Court** - The parties cooperated to create a municipal court by the *Intergovernmental Agreement on Joint Municipal Court* (1996), shown as Exhibit 14. The Cooperative Plan does not impact or modify this arrangement.

Negotiating and creating a system of services that is coordinated and cost-effective is a major aspect of this Cooperative Plan. For all of the foregoing reasons, the Department finds that adequate provision has been made for the delivery of necessary municipal services to the agreement territory, and that the standard in s. 66.0307(5)(c)3, Wis. Stats., is met.

(4) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs. s. 66.0307(5)(c)(5), Wis. Stats.

The boundary adjustments achieved by this cooperative plan will create more regular and compact municipal boundaries in the DeForest-Windsor area. Specifically, the agreement will:

- (1) Eliminate four Town island areas in the Village;
- (2) Connect the three separate parts of DeForest that currently exist, in combination with the boundary adjustments specified under the 2007 *Village of DeForest, Town of Burke, City of Sun Prairie, and the City of Madison cooperative agreement (2007)* which will ultimately connect two southern pieces of the Village south of STH 19 to the main body of the Village;
- (3) Facilitate efficient, consistent, and cohesive infrastructure provision between the two communities.

Also, the Cooperative Plan promotes compact development by concentrating residential and commercial development, reserving all natural areas, wetlands, and floodplains, and providing for a protected block of open space and agricultural lands in the Town.

For all of the foregoing reasons, the Department finds that this Cooperative Plan is compatible with the surrounding community and that the standard in s. 66.0307(5)(c)5, Wis. Stats., is met.

(6) Any proposed planning period exceeding 10 years is consistent with the plan. s. 66.0307(c)6 Wis. Stats.

The planning term for the Cooperative Plan is 20 years from the date of the Department's approval, or the effective date of the s. 66.0301 agreement, whichever occurs first. Because the s. 66.0301 agreement took effect earlier on May 12, 2010, that is the date from which the planning term for this Cooperative Plan commences. Therefore, the planning period will expire on May 12, 2030. However, as mentioned previously, lands within Area B may not be annexed for a period of 30 years, 10 years longer than the planning period. Furthermore, it is

possible that this 30 year restriction may be extended to all Town lands east of US Highway 51 if the parties can agree on certain land uses.

Because of the scope of this Cooperative Plan, including the detailed service provisions, shared regulatory oversight of development, land transfers, and areas protected from annexation, a term exceeding 10 years is appropriate. The Department therefore finds that the standard in s. 66.0307(5)(c)6, Wis. Stats., is met.

Approval

This Cooperative Plan meets the statutory criteria of s. 66.0307, Wis. Stats. Pursuant to authority found in s. 66.0307(5), Wis. Stats., the Wisconsin Department of Administration hereby approves the Village of DeForest and Town of Windsor Cooperative Plan.

Henceforth, amendments or revisions to this Cooperative Plan can only occur with the approval of DeForest and Windsor, and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the provisions of s. 66.0307(8), Wis. Stats. This Cooperative Plan is effective from today's date, and remains in effect pursuant to the language and terms contained therein.

Dated this 8 day of October, 2010.

By the Wisconsin Department of Administration:



Harald (Jordy) Jordahl, Acting Administrator
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