

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 **WHEREAS**, this Cooperative Plan was developed following a review of existing
2 regional, county and local plans; and
3

4 **WHEREAS**, DeForest and Windsor have held a joint public hearing on the Cooperative
5 Plan noticed under Section 66.0307(4)(b), Wis. Stats., on May 12, 2010 in which comments were
6 received and which comments are either reflected in the final Cooperative Plan or addressed in
7 **Exhibit 18** which consists of an analysis of public hearing comments; and
8

9 **WHEREAS**, it is the intention of DeForest and Windsor that this Cooperative Plan be a
10 binding and enforceable contract.
11

12 **W I T N E S S E T H:**

13
14 DeForest and Windsor enter into this Cooperative Plan under the authority of
15 Section 66.0307, Wis. Stats. and Petition the State Department of Administration for approval, in
16 accordance with statutory procedures and time frames.
17

18 **SECTION 1** 19 **PARTICIPATING MUNICIPALITIES**

20
21 This Cooperative Plan applies to the Village of DeForest and Town of Windsor located in
22 Dane County, Wisconsin, which respective municipal boundaries are shown on **Exhibit 1**.
23

24 **SECTION 2** 25 **CONTACT PERSON**

26
27 The following person is empowered to speak for their municipality respecting this
28 Cooperative Plan: For DeForest: its duly elected President. For Windsor: its duly elected
29 Chairperson.
30

31 **SECTION 3** 32 **TERM OF THE PLAN**

33
34 A. DeForest and Windsor agree that the term of this Plan (the "Planning Period") for all
35 provisions contained herein shall be twenty (20) years from the date of approval of the
36 Department of Administration or from the final approval of an agreement under Section
37 66.0301(6), Wis. Stats., incorporating the boundary provisions of this Plan, whichever occurs
38 first, other than as specified in this Section.
39

40 B. The municipal boundaries of DeForest shall not change through the annexation of
41 land from Windsor during the twenty (20) year Planning Period except through changes
42 identified and authorized in this Plan, and any other annexation mutually approved by the
43 Parties.
44

45 C. The restriction on DeForest annexation of lands within Windsor east of U.S. Highway
46 51 identified as Area B on **Exhibits 2 and 3** shall be thirty (30) years from the effective date of

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

2
3 Neither Party shall object to, nor solicit, encourage, request or otherwise urge
4 CARPC, its successor, or any member of the staff or governing body of either of the
5 foregoing, whether publicly or privately, to reject, future petitions by the other Party to
6 amend the boundaries of any Urban Service Area to include additional lands located (or to be
7 located upon a boundary change authorized by this Plan) within the municipal boundaries of
8 the petitioning Party other than good faith objections based on the unsuitability of the
9 property identified in the petition for development or the inability of the petitioning Party to
10 provide municipal services to such property. In the event the non-petitioning Party shall
11 make any written communication with any member, employee or consultant of the CARPC
12 relating to the substance of any petition described in this paragraph, a copy of such
13 communication shall be provided to the petitioning Party at the same time, and through the
14 same manner of delivery as used to communicate with CARPC. The non-petitioning Party
15 shall also immediately notify the petitioning Party of the content of any oral communication
16 to CARPC relating to any such petition. Any position communicated to CARPC that requests
17 that approval of a petition be conditioned upon, or which is accompanied by a request for, the
18 payment of money to the communicating Party or any act or omission by the petitioning
19 Party not directly related to the property at issue shall be presumptively deemed made in bad
20 faith.

21
22 **SECTION 10**
23 **PROCEDURE FOR ATTACHMENTS**

24
25 **A. Attachments During the Planning Period.**

26
27 (1) Notice to Windsor. At any time after the occurrence of any event or condition
28 specified for permitting detachment from Windsor and attachment to DeForest, DeForest shall
29 give Windsor ten (10) days written notice that the event triggering attachment has occurred and
30 that DeForest is preparing to adopt an ordinance attaching the specified property.

31
32 (2) Procedure for Attachment. After the notice period provided in sub. A(1), without
33 review and recommendation by DeForest Planning and Zoning Commission or any other sub-
34 unit of DeForest and without further review and approval of Windsor, DeForest may adopt an
35 ordinance attaching the territory causing the attachment and designating a temporary zoning
36 classification for each parcel of land until the zoning ordinance is amended as prescribed in
37 Section 62.23(7)(d), Wis. Stats. The DeForest clerk shall record the attachment ordinance with
38 the Dane County Register of Deeds and file a certified copy of the attachment ordinance along
39 with a certificate and plat with the secretary of state and shall send a copy of such documents to
40 each company that provides any utility service in the area that is attached. The clerk shall also
41 file a signed copy of the attachment ordinance with the clerk of Windsor and any affected school
42 district. The attachment ordinance that is filed, recorded or sent, shall describe the attached
43 territory and the associated population, if any. Failure to file, record, or send any required
44 document shall not invalidate the attachment and the duty to file, record or send shall be a
45 continuing one.
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 B. **Erosion Control and Stormwater Management.** DeForest has adopted erosion
2 control and stormwater management ordinances that parallel the strict requirements of the Dane
3 County Ordinances. Windsor is directly regulated by the Dane County strict erosion control and
4 stormwater ordinance. Land division within Windsor is required by Windsor’s subdivision
5 control ordinance to comply with the Dane County regulations.
6

7 C. **Intermunicipal Impacts.** For the purposes of this Plan, the Parties mutually agree
8 that, in the event of any inconsistency or variation as between any applicable local and county
9 ordinance governing stormwater management, developments in DeForest or Windsor that, if
10 uncontrolled, would impact on the other municipality, shall, at a minimum, abide by the
11 impacted municipality’s standards.
12

13 **SECTION 16**
14 **ENVIRONMENTAL EVALUATION OF THE PLAN**
15

16 A. DeForest and Windsor have evaluated the environmental consequences of the
17 Cooperative Plan, including air and water pollution impacts, energy use, and effect on urban
18 sprawl, and both expect minimum impacts. The Cooperative Plan facilitates consistent and
19 cohesive DeForest and Windsor planning for the infrastructure and other development in
20 DeForest and Windsor territory. The Cooperative Plan is believed to be consistent with all
21 applicable state and federal laws, municipal regulations, shoreland zoning ordinances and
22 administrative rules.
23

24 B. Because intensive manufacturing development is not anticipated by this Plan,
25 DeForest and Windsor represent that there should be no potential adverse environmental
26 consequences (including air and water pollution) related to manufacturing development.
27 DeForest and Windsor Comprehensive Plans reduce the potential impact of urban sprawl by
28 providing for open space while concentrating the location of residential and commercial
29 development. The reservation of all natural areas, wetlands, and floodplains, will allow for the
30 continuation of natural vegetation absorbing air pollutants and preventing soil erosion.
31

32 C. The Madison Metropolitan Sewerage District treatment plant has adequate capacity to
33 serve DeForest and Windsor under the service requirements of this Cooperative Plan.
34 Construction site maintenance and erosion control for new construction shall be regulated by
35 DeForest and Windsor Ordinances.
36

37 D. The development of lands in DeForest and Windsor will be in compliance with state
38 and federal environmental law and regulations. Sanitary sewer will be subject to Department of
39 Natural Resources and Madison Metropolitan Sewerage District regulations and approvals and
40 expansion of water service will be subject to the State of Wisconsin Public Service Commission
41 approvals, where applicable.
42

43 E. Based upon plans developed at the regional, county and local levels of government
44 for the surrounding communities, the impact of the boundary changes and development affected
45 by this Plan will be compatible with, and have no negative impacts on surrounding communities.

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

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

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

**SECTION 20
NO THIRD PARTY BENEFICIARY**

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

**SECTION 21
ADMINISTRATION OF THIS COOPERATIVE PLAN**

This Cooperative Plan shall be administered on behalf of Windsor by Windsor’s Business Manager or designee, and on behalf of DeForest by DeForest’s Administrator or designee. The appointment of a designee must be in writing, and the other Party to this Cooperative Plan must be notified in writing of the appointment. The governing body of either Party may designate a different representative at any time by similar notice.

**SECTION 22
ENFORCEMENT**

A. Remedies. This Cooperative Plan is intended to provide each Party with the right and standing to challenge in Court any act or omission which violates this Cooperative Plan. This Cooperative Plan is intended to provide each Party with the right and standing to seek any available legal or equitable remedy to enforce this Cooperative Plan and to seek damages for the breach of this Cooperative Plan.

B. Notice of Breach/Dispute Resolution. If a Party to this Cooperative Plan believes that the other Party is in breach of this Cooperative Plan, the aggrieved Party shall promptly serve written notice of said breach upon the other Party. The Parties shall meet promptly

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.
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**SECTION 26
SEVERABILITY**

The provision of this Cooperative Plan, and the individual parts of each such provision, shall be severable. In the event that any provision of this Cooperative Plan, or any part thereof, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Cooperative Plan shall survive. In such event, the Parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means.

**SECTION 27
INVALID OR INEFFECTIVE ORDINANCE**

In the event that any ordinance, including but not limited to attachment and zoning ordinances, which the Parties are required or entitled to enact and/or enforce by this Cooperative Plan is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the Parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. Nothing in this section shall be construed to prohibit a Party from unilaterally enacting a new ordinance or taking similar action consistent with this Cooperative Plan where not prohibited by law to remedy the cause of invalidity of the prior action. The Parties shall use reasonable efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan

**SECTION 28
SUCCESSORS**

This Cooperative Plan shall benefit and be binding upon the successors of Windsor (including any portion which may hereinafter be incorporated) and DeForest.

**SECTION 29
IMPLEMENTATION**

Windsor and DeForest shall each take such action, as may be necessary or desirable to implement and effectuate the provisions of this Cooperative Plan.

**SECTION 30
REFERENCES**

Any references in this Cooperative Plan to any particular agency, organization or official shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Cooperative Plan to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated, renumbered or amended from time to time.

1 **SECTION 31**
2 **PARAGRAPH TITLES**
3

4 Paragraph titles in this Cooperative Plan are provided for convenience only and shall not
5 be used in interpreting this Cooperative Plan.
6

7 **SECTION 32**
8 **INTERPRETATION**
9

10 This Cooperative Plan shall be interpreted as though jointly drafted by the Parties.
11

12 **SECTION 33**
13 **NOTICES**
14

15 All notices required by or relating to this Cooperative Plan shall be in writing. Each
16 notice shall specifically refer to this Cooperative Plan by name and shall refer specifically to the
17 number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall
18 be delivered in person to the clerk of the Party receiving the notice or to the person apparently in
19 charge of the clerk's office during normal business hours, or shall be mailed to such clerk by
20 certified mail, return receipt requested (or equivalent private delivery service). Each notice to
21 Windsor shall be addressed to Windsor Clerk, Town of Windsor, 4084 Mueller Road, DeForest,
22 Wisconsin 53532. Each notice to DeForest shall be addressed to DeForest Clerk, 306 DeForest
23 Street, DeForest, Wisconsin 53532. The DeForest Planner and Windsor Business Manager shall
24 cooperate with each other to assure the fastest and most effective communications between the
25 Parties. In addition, each Party may change its address, for purposes of receipt of notices under
26 this Cooperative Plan, by written notice to the other Party pursuant to this paragraph. Each
27 notice shall be effective upon delivery in person, or mailing, or upon actual receipt without
28 regard to the method of transmission, whichever occurs first.
29
30

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

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

THE TOWN OF WINDSOR, WISCONSIN

8
9 _____
10 President

11
12 Date: _____

Chairperson
Date: _____

13
14
15 _____
16 Village Clerk

17
18 Date: _____

Town Clerk/Treasurer
Date: _____

19
20
21 DRAFTED BY:

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

1 **VILLAGE OF DEFOREST/TOWN OF WINDSOR**
2 **COOPERATIVE PLAN**
3 **List of Exhibits**
4
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 Exhibit 15: Cooperative Plan Authorizing Resolutions
37

38 Exhibit 16: Attests by Affidavit
39

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

43 Exhibit 18: Analysis of Public Hearing Comments
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45
46

**VILLAGE OF DEFOREST/TOWN OF WINDSOR
COOPERATIVE PLAN
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Exhibit 15: Cooperative Plan Authorization

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

Exhibit 18: Analysis of Public Hearing Comments