

Wednesday, January 29, 2025**6:00 PM****McFarland Municipal Center**
5915 Milwaukee St, McFarland
Community Room

AGENDA

The public may attend in-person or remotely through the Zoom webinar or telephone options listed below. *Please Note: Virtual attendance is offered as a convenience, but technical difficulties beyond the Village's control may prevent or limit its availability at any meeting. The public is encouraged to attend the meeting in person to assure full access to the proceedings.*

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:

<https://us02web.zoom.us/j/88221462299>

Or by Telephone: +1 (312) 626-6799

Webinar ID: 882 2146 2299

Press *9 to raise/lower hand. Press *6 to mute/unmute.

1. CALL TO ORDER.
2. ROLL CALL.
3. PUBLIC APPEARANCES.
 - a. This is an opportunity for members of the public to address the Village Board for items that are not on the agenda. Please remember this is a hybrid meeting conducted in person and through the Zoom online meeting platform. Meeting attendees wishing to address the Board about items not on the agenda may do so at this time. Zoom attendees should type their name and address in the Question and Answer feature within the Zoom online meeting platform at this time. Members of the public who are present in person and wish to address the Board should fill out a public comment form and turn into the meeting chairperson. When you are called upon to speak, state your name, address, and provide your comments to the Board for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to village.clerk@mcfarland.wi.us to be included as part of the meeting.

Members of the public may also speak during their selected agenda item as they designate on the public comment form or in the Question and Answer feature on Zoom.
4. BUSINESS.
 - a. Discussion regarding a Cooperative Boundary Agreement with the Town of Dunn.
 - b. Discussion and action on Resolution 2025-03: A Resolution Authorizing Participation in the Preparation of a Cooperative Boundary Agreement with the Town of Dunn. *(For Village Board action only)*
 - c. Discussion and action on Town Board Resolution 2025-03: A Resolution Authorizing Participation in the Preparation of a Cooperative Boundary Agreement with the Village of McFarland. *(For Town Board action only)*
5. SCHEDULE NEXT MEETING DATE.
 - a. DATE TBD - Joint Village Board and Town Board Public Hearing

6. ADJOURNMENT.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format should contact the McFarland Municipal Center at (608)838-3153, 5915 Milwaukee Street, McFarland, Wisconsin, or village.clerk@mcfarland.wi.us by 2:00 p.m. at least 5 business days prior to the meeting so that any necessary arrangements can be made to accommodate each request. If the meeting or request is less than 5 business days from the meeting, requests for accommodations may still be made and reasonable efforts will be made to accommodate each request.

McFarland
SUMMARY SHEET

MEETING DATE: Wednesday, January 29, 2025

SECTION: Business

DEPARTMENT: Administration

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion regarding a Cooperative Boundary Agreement with the Town of Dunn.

PREVIOUS ACTION:

ISSUE SUMMARY:

In 2005, the Village and Town of Dunn entered into a Cooperative Boundary agreement. The impetus for this agreement related to a potential annexation of property south of the Yahara River along USH 51. The existing boundary agreement is included in the packet and available on the Village's [C&ED Department website](#). The primary terms of the existing agreement include:

- The Village is prohibited from annexing property south of the Yahara River in the area referred to as the No Annexation Buffer Area, Exhibit B.
- The Town is prohibited from purchasing conservation easements pursuant to the Town of Dunn Rural Preservation Program north of the Yahara River and within the Village's 2008 Eastside Growth Area. Refer to Exhibit C. The Town further agreed not to oppose annexations of territory in this same area.
- Shared maintenance of Hidden Farm Road and Exchange Street Bridge.

The terms of this agreement expire on December 31, 2025. In 2022, staff and officials from the Village and Town began to meet to discuss potential mutual interest in drafting a new boundary agreement to replace the existing agreement. This included President Clow, Trustee Brassington, former Trustee Jerke, Administrator Schuenke and C&ED Director Bremer and from the Town: Roz Gausman (Town Board Supervisor/Plan Commission Liaison), Jim Molloy (Plan Commission Chair), George Corrigan (Plan Commission Member), Cathy Hasslinger (Clerk-Treasurer/Business Manager) and Ben Kollenbroich (Planning and Land Conservation Director). The parties meet several times over the course of the next year to discuss potential terms of a new agreement, followed by creating a draft of the agreement, and initial legal review by respective municipal attorneys. Included in the packet is a copy of the proposed draft agreement.

The purpose of the January 14th COW meeting is to review the draft agreement and overall process that is required under State Statute to approve a new boundary agreement. The primary terms of the proposed agreement (refer to Sections 12-14) include:



- **Town Protected Area.** The Village is prohibited from annexing property south of the Yahara River, with the exception of the Future Hwy 51 Growth Area after December 31, 2036. Refer to the Protected Area as shown in Exhibit E. The Town Protected Area has expanded from the 2005 agreement (No Annexation Buffer Area) extending south down to Lake Kegonsa.
- **Village Growth Areas.** There are two identified Village Growth Areas:
 - **Eastern Expansion Area.** The Town is prohibited from opposing annexations in the Village's 2023 East Side Neighborhood as shown in Exhibit F. The Town also continues to agree not to purchase conservation easements in these areas (Section 13.A).
 - **Future Hwy 51 Growth Area.** Beginning on January 1, 2037 the Village may approve annexation petitions for certain lands south of the Yahara River along USH 51 as shown in Exhibit H. This area is similar to the lands designated in the current No Annexation Buffer Area. The Village's current Comprehensive Plan Future Land Use Map identifies these properties for Agricultural Preservation. The Village is scheduled to next update it's Comprehensive Plan in 2026-2027 and again in 2036-2037. Leading up to the 2036-2037 update will likely provide an opportunity for the Village to complete a more detailed sub-area plan for these properties in order to have a preferred land use plan in place for when/if the Village receives any requests for annexation. Until January 1, 2037 the lands remain prohibited from annexation within the Village. After December 31, 2036, the Town is prohibited from opposing annexations of the Future HWY 51 Growth Area. The Town further agrees not to purchase conservation easements in these areas without the prior approval of the Village Board (Section 13.B.1). Because some of these lands include wetlands and floodplains the Village may be agreeable to purchase of conservation easements, to be determined if that is ever proposed.
 - The Town further agrees not to make amendments to its Comprehensive Plan that would allow for residential or commercial development or land divisions in excess of the land division or development rights in existence as of 1979 under the Town's Land Division Allocation Policy (Section 13.B.3).
- **Annexation Outside of Village Growth Areas.** For areas outside of the Village Growth Areas, and Town Protected Area, the Village agrees not to annex properties unless the petition is signed by all owners of, and electors residing on, the private property included in the petition. This primarily applies to lands north and east of the Yahara River and south of the 2023 East Side Neighborhood Plan (Eastern Expansion Area).
- **Town Islands.** The Town agrees to allow the creation of town islands through an annexation process in the areas shown on Exhibit I. This impacts six properties (including five single family homes). This allows the Village the discretion to consider annexation petitions that might create a town island if the owners and electors of these properties did not want to join an annexation petition. Under State Statutes, town islands can't be created through an annexation unless the town and municipality have previously agreed to allow them within a boundary agreement. If any of these six parcels haven't annexed by the termination date of the agreement they would be automatically annexed



to the Village not later than March 1, 2056, as required under by the Wisconsin Department of Administration. This provision does not preclude that any of these six properties could be included in a one-half annexation petition without the property owners and electors consent. However, it does create greater flexibility for the person(s) petitioning for annexation to leave nonconsenting properties out of the proposed annexation petition and for the Village to accept that petition even if it would create a Town island.

- **Village Owned Property.** The Village agrees not to annex any property it owns in the Town that is not contiguous to the Village or is included in an annexation of other lands that will create contiguity. No such properties currently exist.
- **Sale of Town Property.** The Town owns one parcel in the Village at the corner of Sleepy Hollow Road and Exchange Street as shown in Exhibit J. This is an undevelopable piece of property likely left over from the development of the lots along Sleepy Hollow Road. The Town is agreeing to sell the property to the Village for \$1.00 under a separate purchase agreement. The Village will add the property to our park system.
- **Pedestrian & Bicycle Improvements.** There are a number of locations along USH 51, Exchange Street, CTH AB, and CTH MN where the Town is agreeable to the future installation of off-street pedestrian and bicycle improvements provided they are designed, constructed, and maintained by the Village. This allows the Village to not have gaps in future trail networks while waiting for future properties to annex to the Village. The WisDOT is planning such a trail along the east side of USH 51 from Exchange Street to the Yahara River bridge as part of their upcoming reconstruction project. Refer to Exhibit K. Construction of other trails shown in Exhibits L-N are to be determined. These future trails are anticipated to be within the right-of-way of these roadways. While the adjacent properties remain in the Town, the Village would be responsible for the design, construction, and maintenance of the improvements.
- **Maintenance of Hidden Farm Road and the Exchange Street Yahara River Bridge.** Similar to the 2005 agreement, the Village and Town have agreed to maintenance and cost sharing of these assets. Refer to Section 14.B and C.

The terms of the proposed agreement expire on December 31, 2055. The process to adopt a cooperative boundary agreement is addressed under Section 66.0307 Wis. Stats. The packet includes a flow chart from the Wisconsin Department of Administration (WDOA).

1. **Authorizing Resolutions.** This process starts with both the Town and Village boards adopting authorization resolutions, which will be considered at the joint meeting on January 29, 2025.
2. **Agency Comments.** The process includes notifications to adjacent communities, Dane County, Capital Area Regional Planning Commission, school and technical colleges, WDNR, WDOT, etc. for non-binding comment. This agencies have until 20 days after the public hearing to provide comments.
3. **Public Involvement Meeting (Not DOA required).** Staff have discussed holding a joint public involvement meeting sometime in March (date TBD) in order to provide a venue that would offer residents of either community the opportunity to ask questions regarding the draft public hearing prior to the officially required public hearing. This



meeting would not be an official meeting of either Board but could be noticed as a potential quorum of the Boards.

4. **Public Hearing.** At least 60 days after the passage of both authorization resolutions, the Town and Village Board will then hold a joint public hearing (date to be determined, but no earlier than March 31, 2025). Possible dates for consideration include Tuesday April 29, Wednesday April 30, and Thursday May 1. Staff is seeking direction from the Boards on a specific date.
5. **Agreement Adoption.** The Town and Village boards must then wait at least 30 days after the public hearing to vote for adoption of the agreement ("Petition Period") and another 30 days thereafter before submitting the agreement to the WDOA for approval ("Advisory Referendum Period"). During the "Petition Period" if either the Town or Village receives a valid petition equal to at least 10% of the votes cast for governor in the last gubernatorial election, then adoption of the agreement by the petition receiving government requires 3/4 of the members of that board who are present and voting. During the "Advisory Referendum Period" if either the Town or Village receives a petition equal to at least 10% of the votes cast for governor in the last gubernatorial election, then the receiving government must hold an advisory referendum not less than 70 days nor more than 100 days after receipt of a valid petition. In the case of the Village, the 2022 gubernatorial election included a total of 5,305 ballots cast; therefore, the Village would need to receive a valid petition with at least 531 signatures to trigger the 3/4 approval or advisory referendum requirements. In the case of the Town, the 2022 gubernatorial election included a total of 3,138 ballots cast; therefore, the Town would need to receive a valid petition with at least 314 signatures to trigger the 3/4 approval or advisory referendum requirements.
6. **WDOA Approval.** If no Advisory Referendum is held, the Town and Village must submit the approved agreement within 60 to 180 days from the date of the joint public hearing. If an advisory referendum is held the Town and Village boards will have to separately vote by resolution whether to submit the final version of the agreement to the WDOA for approval. The vote must occur within 60 days of the last referendum held. If any of the plan participants fails or refuses to approve submittal of the agreement to the WDOA, the plan may not be submitted. The WDOA has 90 days from receipt of the agreement to make a written determination of whether to approve the agreement.

The WDOA also provides a Cooperative Boundary Plan Factsheet which addresses the benefits to cooperative boundary agreements as included in the packet.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

McFarland 2017 Comprehensive Plan, Volume 2, page 96, recommends engaging with the Town of Dunn regarding extension of the existing 2005 boundary agreement prior to the 2026-2027 10-year Comprehensive Plan amendment.

Dunn 2023 Comprehensive Plan, page 3, Overall Planning Goals, Establish boundary agreements with neighboring municipalities. Action 2-2a, page 8-2, renew the Town's



intergovernmental agreement with the Village of McFarland.

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This agenda item is presented for discussion only. Separate agenda items to adopt authorizing resolutions follows.

ATTACHMENTS:

1. V. McFarland T. Dunn Boundary Agreement_02282005
2. McFarland Dunn Draft Boundary Agreement_01.29.2025
3. CooperativeBoundaryPlanFlowChart
4. Cooperative_Boundary_Plan_Factsheet

INTERMUNICIPAL COOPERATION AGREEMENT

BETWEEN

TOWN OF DUNN and VILLAGE OF McFARLAND

This Intermunicipal Cooperation Agreement dated February 28th, 2005 (the "Agreement") is made by and between the TOWN OF DUNN, Dane County, Wisconsin (the "Town") and the VILLAGE OF McFARLAND, Dane County, Wisconsin (the "Village"), together referred to as the Parties.

RECITALS

- A. The Town and the Village share a common border and have a history of disputes regarding borders and the provision of municipal services.
- B. The Town and the Village desire to enter into this Agreement for the general purposes of guiding and accomplishing a coordinated, adjusted and harmonious development of the Town and the Village that will be in accordance with the existing and future needs of the Parties and best provide for the public health, safety, morals, order, convenience, prosperity, and the general welfare of the Parties and their residents, as well as the efficiencies and economy of the Parties.
- C. The Town and the Village believe that the boundary established by this Agreement is reasonably compatible with the characteristics and adopted and future plans of both Parties, taking into consideration present and potential transportation, sewer, water and storm drainage facilities, and other infrastructure, fiscal capacity, previous political boundaries, boundaries of school districts, and shopping and social customs.
- D. The boundary established by this Agreement is not the result of arbitrariness and reflects due consideration of compactness of area, orderly urban growth, and efficient delivery of municipal services.
- E. Entering into this Agreement should not produce significant adverse environmental consequences to the natural environment and may help reduce significant adverse environmental consequences to the natural environment by promoting the orderly and coordinated development of the Parties.
- F. This Agreement is generally consistent with current state and federal laws, shoreland zoning ordinances, municipal regulations and administrative rules that apply in the Town and the Village.
- G. This Agreement adequately addresses the delivery of necessary municipal services to the residents affected by this Agreement.
- H. Wis. Stat. § 66.0301 authorizes municipalities to jointly exercise powers delegated to them and, therefore, to make agreements concerning boundaries between municipalities.

- I. The Village and the Town have long recognized that despite their differences, intergovernmental cooperation provides for the best use of land and natural resources, as well as high quality and efficient municipal services.
- J. It is in the best interests of the parties to reach agreements concerning boundaries and municipal service issues in order to avoid duplication of municipal services and to provide an effective means of planning each community's future growth.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the authority granted them under the Wisconsin statutes and for their mutual benefit and in the public interest, the Town and the Village agree as follows:

1. NO ANNEXATION BUFFER AREA.

During the term of this Agreement, no territory in the Town that is located south of the Yahara River in Sections 3, 4, 9 and 10, Town 6 North, Range 10 East (the "No Annexation Buffer Area") shall be annexed to or attached to the Village. The No Annexation Buffer Area is described in the legal description attached hereto as Exhibit A and shown on the map attached hereto as Exhibit B. The Village agrees that it shall not commence, join in, nor in any way support the annexation or attachment of territory from the Town to the Village in the No Annexation Buffer Area. The Village shall have no obligation to provide Village water or sanitary sewer services to territory in the No Annexation Buffer Area.

2. RESTRICTIONS ON TOWN PURCHASE OF CONSERVATION EASEMENTS.

The Town agrees not to purchase conservation easements pursuant to the Town of Dunn Rural Preservation Program ("Preservation Program") (or to provide direct or indirect support to other parties specifically seeking conservation easements) in the territory north of the Yahara River in Section 10, Town 6 North, Range 10 East, or in the Village's planned Eastside Growth Area in Sections 1, 2, 11 and 12, Town 6 North, Range 10 East, as shown on Exhibit C. This provision does not restrict the Town from pursuing its Preservation Program or purchasing conservation easements elsewhere in the Town or generally providing support to conservation organizations or land trusts.

3. ACTIVITIES IN NO ANNEXATION BUFFER AREA.

- A. In the event the Town purchases conservation easements in the No Annexation Buffer Area pursuant to the Preservation Program, the Town agrees that such easements shall not prohibit non-motorized, passive public recreational access and uses ("Passive Uses"). Passive Uses include hiking, bicycling, cross-country skiing, snowshoeing, and guided nature walks. Passive Uses do not include playground uses, or soccer, basketball, or football recreational purposes or uses for other organized team sports. During conservation easement negotiations with landowners in the No Annexation Buffer Area, the Town will make efforts to

partner with the Village of McFarland, Dane County Parks Department and/or Wisconsin Department of Natural Resources to purchase all or part of the land for Passive Uses.

- B. The Town acknowledges that its activities under the Preservation Program are intended, among other things, to preserve the quality of life and the rural character of the Town. The Town agrees to make land use decisions in the No Annexation Buffer Area in accordance with the Town of Dunn Land Use Plan, Amended September 22, 1998 (the "Town Plan") or such amendments to the Town Plan related to the No Annexation Buffer Area that are approved by the Town of Dunn Town Board and the Village of McFarland Village Board.

4. TOWN NOT TO OPPOSE ANNEXATIONS.

The Town agrees not to oppose annexations of territory to the Village located north of the Yahara River in Section 10, Town 6 North, Range 10 East, or within the Village's planned Eastside Growth Area as shown in Exhibit C during the term of this Agreement. Revenue sharing for all annexations of territory in the Town during the term of this Agreement shall be for 5 years as provided for annexations under Wis. Stat. § 66.0217(14)(a)1.

5. MAINTENANCE OF HIDDEN FARM ROAD.

If, in the future, the Village annexes the property at 2860 Hidden Farm Road, the Village agrees to maintain the road surface, drainage ditches, culverts, and signage to Town road standards for the full length of Hidden Farm Road from its intersection with Elvehjem Road south to the end of the road. A map showing 2860 Hidden Farm Road and the location of Hidden Farm Road is attached as Exhibit D. Prior to the Village's assuming these responsibilities, the Town and Village shall jointly inspect the road to determine if the road surface, drainage ditches, culverts, and signage meet the applicable Pavement Surface Evaluation and Rating ("PASER") standards for gravel roads. The Town agrees that it will bring the road up to applicable PASER standards at Town expense prior to the transfer of maintenance responsibility to the Village.

It is understood that Hidden Farm Road is currently a gravel road. Upgrading Hidden Farm Road to a paved road will not be required.

If the Village assumes the maintenance responsibilities for Hidden Farm Road as required hereunder, the Town agrees to remove Hidden Farm Road from its State Certified Road list for State Road Aids.

6. EXCHANGE STREET BRIDGE.

The Town and the Village agree to share equally the costs of inspecting and maintaining the Exchange Street bridge over the Yahara River. The Town will retain primary responsibility for initiating and completing inspections and maintenance of the bridge and agrees to obtain the Village's consent prior to committing inspection or maintenance expenditures exceeding a total cost of \$5,000. The Town shall invoice the Village for the

Village's share of the inspection and maintenance costs, and the Village shall pay the invoice within 30 days of receipt.

7. SOLID WASTE AND RECYCLING.

- A. The Town and the Village agree to continue to cooperate concerning solid waste management and recycling. The Town acknowledges that the Village has expressed interest in the possible use of the Town transfer site by Village residents, and the Town agrees to consider the use of the transfer site by Village residents.
- B. The Town has begun to explore applications for the production and use of biodiesel fuels, an interest that is shared by the Village. The Town agrees to keep the Village informed of the Town's interest in this area and of future opportunities for potential cooperation between the Town and the Village concerning the production and use of biodiesel fuels.

8. SHARING AND EXCHANGE OF EQUIPMENT.

The Town and the Village currently share and exchange equipment. The Town and the Village intend to explore additional ways to cooperate in the sharing and exchanging of equipment, including the potential joint purchase/ownership of equipment on terms and conditions acceptable to both Parties.

9. GOOD FAITH COOPERATION.

- A. The Town and the Village shall cooperate in good faith to implement this Agreement. The Town and the Village agree that they shall not hinder the performance and implementation of this Agreement in any way and that they will not oppose this Agreement in any way privately or publicly, either when communicating with any government agency which is charged with review and evaluation of any part of this Agreement, or otherwise.
- B. In the event of a breach of this Agreement or a dispute between the Parties involving the application, interpretation, or enforcement of this Agreement, the Parties shall seek a resolution of the breach or dispute within 10 days following written notice by one Party to the other of the breach or dispute. If the breach or dispute is not resolved at such meeting or an extension of the 10-day period as mutually agreed to by the Parties, the breach or dispute shall be submitted to the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration (the "Director") for binding arbitration. Upon receipt of a request for binding arbitration, the Director shall identify a panel of three potential arbitrators. The Town and the Village shall each strike one potential arbitrator from the panel, and the remaining arbitrator shall arbitrate the breach or dispute. The arbitration shall be performed in accordance with such rules and procedures such person may specify, subject to the terms of this Agreement. A party may initiate legal proceedings in a court of competent jurisdiction in order to enforce an award or decision obtained in

arbitration. In the event the Director does not appoint an arbitrator within 30 days of the Director's receipt of the request to do so, then both Parties shall have the right and standing to seek any available legal or equitable remedy to resolve the dispute or to enforce or seek damages for the breach of this Agreement. In any action concerning any violation of this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable costs and expenses of litigation, including reasonable attorneys' fees. Equitable remedy includes specific performance, injunction and extraordinary remedies identified in Wis. Stat. § 781.01.

10. BINDING EFFECT.

This Agreement shall bind and accrue to the benefit of all successors of the Parties. This Agreement is for the exclusive benefit of the Parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity. This Agreement shall not be affected by a change in the form of government of either of the Parties.

11. RECORDING.

The Town shall record a notice of this Agreement in the office of the Dane County Register of Deeds. The cost to prepare and record the notice shall be split equally by the Town and the Village.

12. CHALLENGE TO AGREEMENT; ADVANCEMENT OF MUTUAL INTERESTS.

- A. Both Parties waive all rights to challenge the validity or enforceability of this Agreement or any of its provisions or to challenge any actions taken pursuant to or in accordance with this Agreement.
- B. In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, both Parties shall fully cooperate to vigorously defend this Agreement.
 - (1) If only one Party is named as a party to the action, the other Party shall seek to intervene and the named Party shall support such intervention.
 - (2) No settlement of such an action shall be permitted without the approval of the governing bodies of both Parties.
 - (3) The workload to defend this Agreement shall be shared equally.
- C. A challenge to this Agreement by one of the Parties or a failure to vigorously defend this Agreement constitutes a breach of this Agreement.
- D. The Parties acknowledge that in order to effectively implement this Agreement, it may be necessary to obtain the cooperation of other governmental agencies. In all

matters necessary to implement this Agreement, the Parties agree to seek the cooperation of all relevant agencies.

13. TERM.

The term of this Agreement shall commence on the Effective Date and shall terminate at 11:59 p.m. on December 31, 2025.

14. EFFECTIVE DATE.

The Effective Date shall be the date upon which this Agreement is approved by the governing bodies of the Parties and executed by the authorized representatives of the Parties.

15. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all prior discussions, drafts, agreements, and writings are specifically superseded by this Agreement. This Agreement represents the mutual intent of the Parties and the fact that one or more of its provisions was drafted by one Party or another shall not be construed to the benefit or detriment of either Party.

16. AMENDMENT.

This Agreement may be amended by the approval and execution of a written amendment by both Parties.

17. SEVERABILITY.

In the event that any provision of this Agreement is found invalid or unenforceable by a court, the Parties agree that they will negotiate in good faith and expend their best efforts to remedy the unenforceable or invalid provision. Representatives of the Village and Town shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means. The Town and Village shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Agreement. If necessary, they shall discuss appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Agreement. In the event a court finds Sections 1, 2, 3 or 4 of this Agreement to be invalid or unenforceable and the Parties are unable to agree on a remedy or an amendment of this Agreement within 60 days of the date that the court found the Section to be invalid or unenforceable, then: (1) If Section 1 is the Section found to be unlawful or invalid, the Town may, by providing 30 days' prior written notice to the Village, terminate this Agreement; or (2) If Sections 2, 3, or 4 are found invalid or unlawful, the Village may, by providing 30 days' prior written notice to the Town, terminate this Agreement. With regard to all other Sections of this Agreement (Sections 5-20), if any such Section is found to be invalid or unlawful, and the Parties are unable to agree on a remedy or an amendment of this Agreement within 60 days of the date the court found the Section to be invalid or unenforceable, then such invalidity or unenforceability shall

not affect or invalidate the other provisions of this Agreement and such other provisions shall be binding on the Parties.

18. NO WAIVER.

Failure of either Party to require strict performance of any provision of this Agreement shall not constitute a waiver of the provision or of any of either Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. Waiver of one right, or release of one obligation, shall not constitute a waiver or release of any other right or obligation.

19. AUTHORITY.

Each Party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Copies of the resolutions of the governing bodies of both Parties, authorizing this Agreement are attached hereto as Exhibits E and F. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.

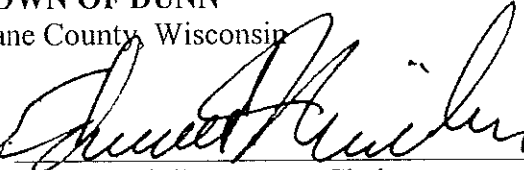
20. COUNTERPARTS.

This Agreement may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original.

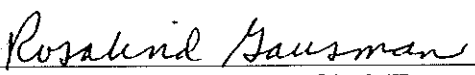
IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement by the authority of their respective governing bodies, effective as of the date when both Parties have affixed their respective signatures.

Dated this 28th day of February, 2005.

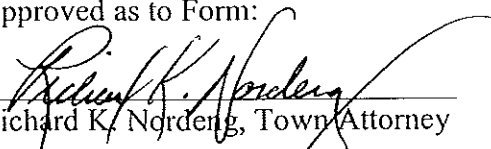
TOWN OF DUNN
Dane County, Wisconsin

By 
Edmond P. Minihan, Town Chair

Attest:


Rosalind Gausman, Town Clerk/Treasurer

Approved as to Form:


Richard K. Nordeng, Town Attorney

Dated this 11th day of MARCH, 2005.

VILLAGE OF McFARLAND

Dane County, Wisconsin

By: Erik Thoresen
Erik Thoresen, Village President

Attest:

Deb Neal
Deb Neal, Village Clerk

Approved as to Form:

Lawrence E. Bechler
Lawrence E. Bechler, Village Attorney

Attachments:

- Exhibit A – Legal Description of No Annexation Buffer Area
- Exhibit B – Map of No Annexation Buffer Area
- Exhibit C – Map of Village's planned Eastside Growth Area
- Exhibit D – Map of Hidden Farm Road
- Exhibit E – Village Resolution Authorizing the Agreement
- Exhibit F – Town Resolution Authorizing the Agreement

EXHIBIT A

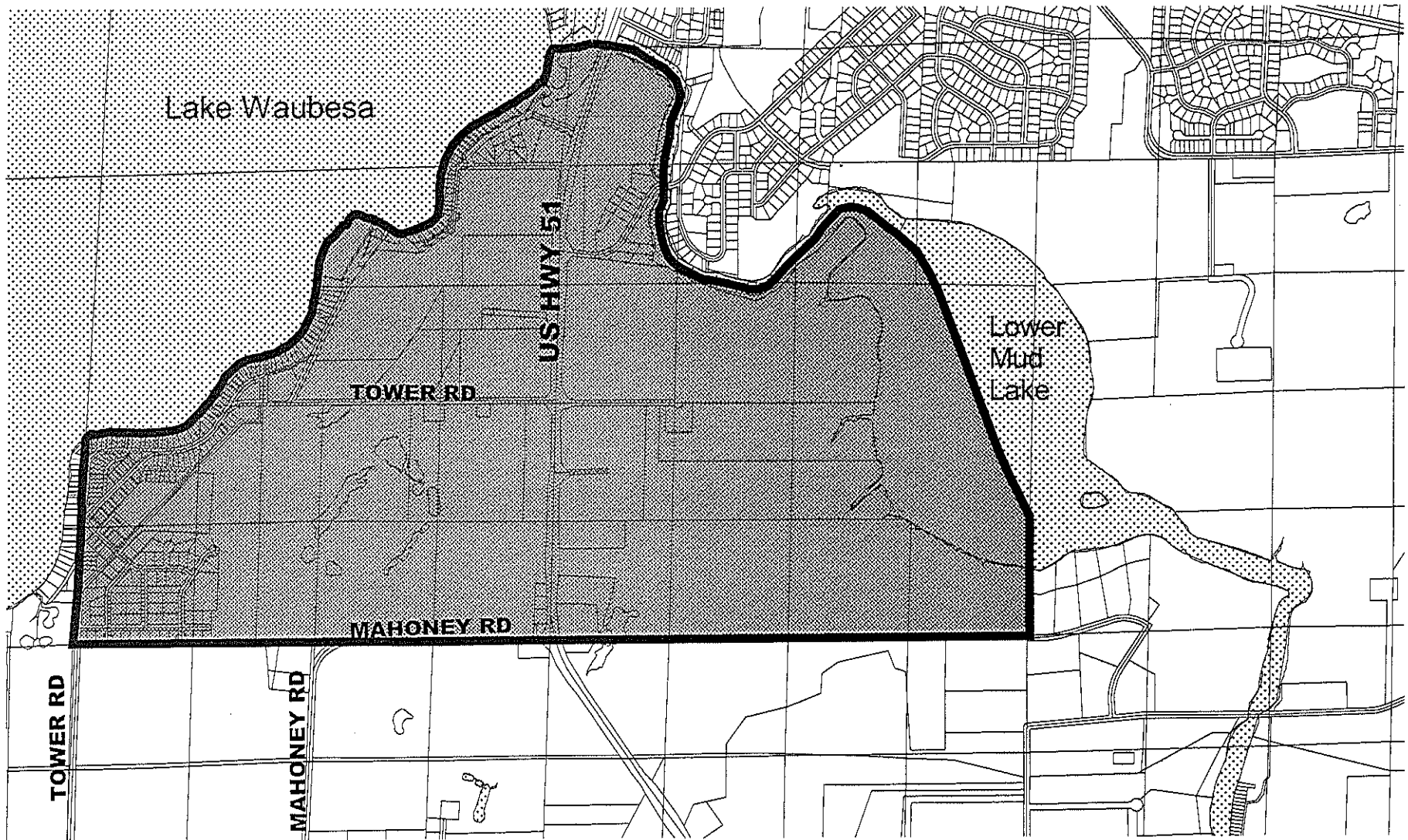
LEGAL DESCRIPTION OF NO ANNEXATION BUFFER AREA

All territory in the Town located in Sections 3, 4, 9, and 10, Town 6 North, Range 10 East, Town of Dunn, Dane County Wisconsin.

EXHIBIT B

MAP OF NO ANNEXATION BUFFER AREA

No Annexation Buffer Area Map
Exhibit B



 No Annexation Buffer Area

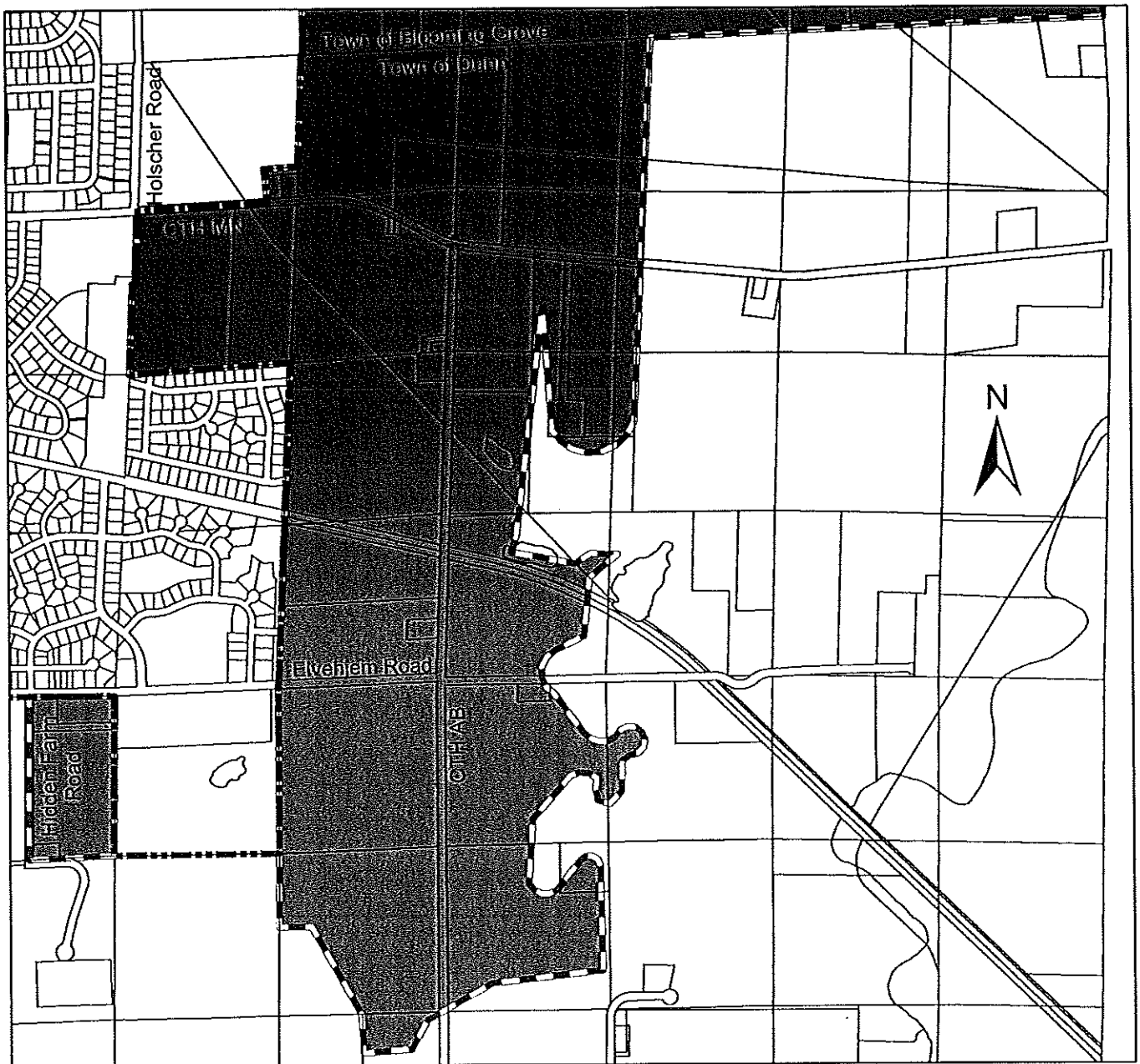


Source: Town of Dunn GIS
Base Map Data Layer: Dane County Land Information Office

EXHIBIT C

MAP OF VILLAGE'S PLANNED EASTSIDE GROWTH AREA

Exhibit C

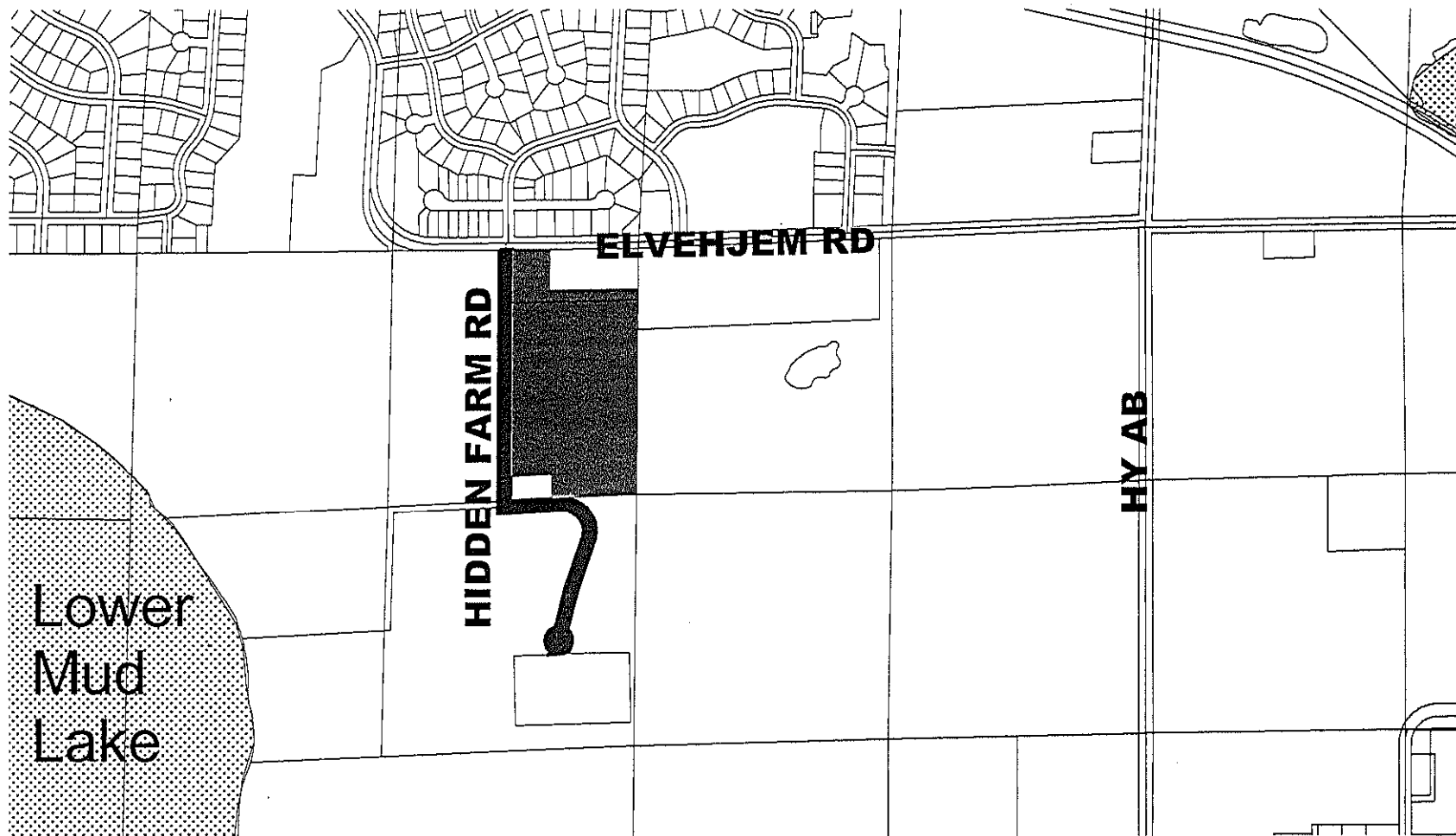


Legend

-  Municipal Boundary
-  Proposed East Side Growth Boundary

EXHIBIT D
MAP OF HIDDEN FARM ROAD

Exhibit D
 Map of Hidden Farm Road
 and location of Hidden Farm Road south of Elvehjem Road
 NW 1/4 Section 11, Town 6 North, Range 10 East, Dane County, Wisconsin



0 0.4 Miles



Location of Hidden Farm Road south of Elvehjem Road



2860 Hidden Farm Road

Source: Town of Dunn GIS
 Base Map Data Layer: Dane County Land Information Office



EXHIBIT E

VILLAGE RESOLUTION AUTHORIZING THE AGREEMENT

RESOLUTION # 03-2005

RESOLUTION 03-2005			
MOTIONED		SECONDED	
Quam		Miles	
ACTION		DATE	
Adopted		02/28/05	
Referred			
Tabled			
Withdrawn			
Defeated			
INDIVIDUAL VOTING RECORD			
Thoresen	Noe	Miles	Aye
Crane	Aye	Quam	Aye
Harried	Aye	Zinkgraf	Aye
Machtan	Aye		
VOTING RESULTS			
Motion Carried:			6-1
Motion Defeated:			

RESOLUTION APPROVING INTER-MUNICIPAL COOPERATION AGREEMENT BETWEEN VILLAGE OF MCFARLAND AND TOWN OF DUNN

WHEREAS, at the time of rejection of an annexation of over 400 acres of land south of the Yahara River in the Town of Dunn, the Village Board authorized the commencement of discussions between the Village and the Town of Dunn about the possibility of a boundary agreement between the Village and the Town of Dunn; and

WHEREAS, initial discussions between the Village and the Town of Dunn did not lead to a formula for agreement between the Village and the Town; and

WHEREAS, the Village re-initiated discussions about a possible boundary agreement with the Town of Dunn following the Village President's call for such renewed discussions at the Village Board organizational meeting on April 12, 2004; and

WHEREAS, following informal discussions between staff of the Village and Town of Dunn, an initial draft of an inter-governmental agreement between the Village and the Town of Dunn was prepared under which the Village and the Town of Dunn proposed the establishment of partial boundaries as well as proposed policies concerning purchases of conservation easements as well as shared maintenance of public works and sharing of facilities; and

WHEREAS, following further review and revision of the draft agreement, a final draft of the agreement was submitted on February 16, 2005; and

WHEREAS, a public hearing was held on February 28, 2005 before the Village Board in which all persons were offered the opportunity to submit their views on the proposed intermunicipal cooperation agreement between the Village and the Town of Dunn;

***NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF
THE VILLAGE OF MCFARLAND AS FOLLOWS:***

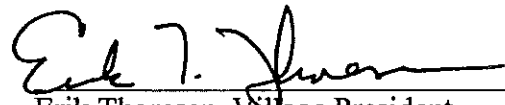
1. The inter-municipal cooperation agreement between the Village of McFarland and the Town of Dunn, in the form attached hereto as Exhibit "A", is in the public interest and is hereby approved.

2. The Village President and Village Clerk are hereby authorized to execute said agreement, and to take such other and further actions reasonably necessary to implement the agreement.

The above and forgoing Resolution was adopted at a regular meeting of the McFarland Village Board held on the 28th day of February, 2005.

VILLAGE OF MCFARLAND

APPROVED:


Erik Thoresen, Village President

ATTEST:


Deb Neal, Village Clerk

EXHIBIT F
TOWN RESOLUTION AUTHORIZING THE AGREEMENT

TOWN OF DUNN
RESOLUTION NO. 2005-05

A RESOLUTION AUTHORIZING INTERMUNICIPAL COOPERATION AGREEMENT
BETWEEN TOWN OF DUNN AND VILLAGE OF McFARLAND
DANE COUNTY, WISCONSIN

WHEREAS, the Town of Dunn and the Village of McFarland have negotiated an intermunicipal cooperation agreement, which is attached hereto as Exhibit 1 (the "Agreement").

RESOLUTION

NOW, THEREFORE, be it resolved that the Town Board of the Town of Dunn approves the Agreement, and the Town Chairperson and the Town Clerk/Treasurer are authorized to execute the Agreement, as well as any other documents related thereto or required thereby, and in a form approved by the Town Attorney.

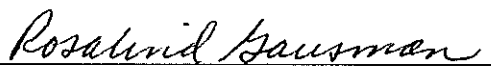
Adopted this 28th day of February, 2005.

TOWN OF DUNN
Dane County, Wisconsin

By


Edmond P. Minihan, Town Chairperson

ATTEST:


Rosalind Gausman, Town Clerk/Treasurer

Attachment: Exhibit 1 -- Intermunicipal Cooperation Agreement between Town of Dunn
and Village of McFarland

**COOPERATIVE PLAN
BETWEEN
TOWN OF DUNN and VILLAGE OF McFARLAND**
Pursuant to Wis. Stats. §66.0307

This Cooperative Boundary Plan ("Cooperative Plan" or "Plan") is created by agreement by and between the TOWN OF DUNN, Dane County, Wisconsin ("Dunn" or the "Town") and the VILLAGE OF McFARLAND, Dane County, Wisconsin ("McFarland" or the "Village"), together referred to as the Parties, effective this ____ day of _____, 2025.

RECITALS

- A. The Town and the Village share a common border and have a history of avoiding territorial disputes through an Intermunicipal Cooperation Agreement dated February 28, 2005, which is due to terminate at 11:59PM on December 31, 2025.
- B. The Town and the Village desire to enter into this Plan for the continued general purposes of guiding and accomplishing the coordinated and harmonious development of the Town and the Village in a manner that considers the existing and future needs of the Parties and best provide for the public health, safety, morals, order, convenience, prosperity, and the general welfare of the Parties and their residents, as well as the efficiencies and economy of the Parties.
- C. The Town and the Village believe that the boundaries established hereby, as they may be changed as authorized under this Plan is reasonably compatible with the characteristics and adopted and future plans of both Parties, taking into consideration present and potential transportation, sewer, water and storm drainage facilities, and other infrastructure, fiscal capacity, previous political boundaries, boundaries of school districts, and shopping and social customs.
- D. The boundaries established by this Plan reflect due consideration of compactness of area, orderly urban growth, and efficient delivery of municipal services.

**SECTION 1
PARTICIPATING MUNICIPALITIES**

This Cooperative Plan is entered into and applies to the Village of McFarland and Town of Dunn, both located in Dane County, Wisconsin, the respective municipal boundaries of which are shown in Exhibit A.

**SECTION 2
CONTACT PERSONS**

The following person is empowered to speak for their municipality respecting this Cooperative Plan: For McFarland: its duly elected President. For Dunn: its duly elected Chairperson.

SECTION 3 TERM OF THE PLAN

- A. McFarland and Dunn agree that the term of this Plan (the "Planning Period") for all provisions contained herein shall be thirty (30) years from the date of approval hereof by the Wisconsin Department of Administration.
- B. The municipal boundaries of McFarland shall not change through the annexation of land from Dunn during the thirty (30) year Planning Period except (1) as authorized in this Plan or (2) as may otherwise be approved by the Town Board.

SECTION 4 TERRITORY SUBJECT TO THE COOPERATIVE PLAN

The territory subject to this Cooperative Plan is as shown on Exhibit A and includes those areas of McFarland and Dunn to which this document makes reference.

SECTION 5 ISSUES, PROBLEMS, OPPORTUNITIES

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

- A. ESTABLISH BOUNDARIES BETWEEN MCFARLAND AND DUNN, THEREBY REDUCING ANNEXATION DISPUTES.** The establishment of expectations and the regulation of boundary changes by mutual agreement will allow both parties to reliably plan for future growth and development with assurance that those plans will not be undermined by unanticipated boundary changes.
- B. ASSURE ORDERLY DEVELOPMENT OF MCFARLAND AND DUNN.** Capital infrastructure improvements require a planning horizon which may be from one to twenty years in length. Under normal annexation dynamics, annexations may occur that disrupt existing plans for infrastructure improvements. This Plan will allow McFarland and Dunn to plan their utility services with more certainty of the location and extent of their future service areas.
- C. CONTROL URBAN SPRAWL.** McFarland and Dunn believe that the Plan encourages development to be directed toward the existing developed areas, which is expected to greatly reduce the prospect of "urban sprawl."

SECTION 6 SANITARY SEWER AND WATER SERVICE

A. MUNICIPAL SEWER SERVICE.

- (1) Urban Service Area and Limited Service Area.** Sanitary sewer service areas, commonly called "Urban Service Areas" or "Limited Service Areas" are determined by the

Wisconsin Department of Natural Resources following evaluation and reports from the Capital Area Regional Planning Commission (CARPC) created May 2, 2007, by Executive Order #197 pursuant to Section 66.0309, Wis. Stats. Sanitary sewer service is available only for lands within the boundaries of the approved Urban Service Areas or Limited Service Areas as amended from time to time.

(2) Wastewater Treatment. The treatment of wastewater collected in sewage collection systems for McFarland and Dunn is provided by the Madison Metropolitan Sewerage District (MMSD). All lands currently within McFarland, and portions of Dunn, are located within the MMSD service area.

(3) Municipal Sewer Service. McFarland has a utility department that provides maintenance and authorized extensions of McFarland's wastewater collection system. All lands currently within McFarland are located within the MMSD boundaries and the Central Urban Service Area. Dunn has four limited service sanitary districts that provide maintenance and authorized extensions of its wastewater collection systems:

- (1) Sanitary District 1
- (2) Kegonsa Sanitary District
- (3) Sanitary District 3
- (4) Sanitary District 4

The location of the existing boundary for each of the districts is shown on Exhibit B. This Plan does not change the service areas for sanitary services. Those service areas will adjust with future annexations or through intergovernmental agreements providing for those services.

B. MUNICIPAL WATER SERVICE. McFarland through its utility department operates, maintains, and extends water service to its residents. Dunn does not provide public water utilities. This Plan does not change the service areas for water service. Those service areas will adjust with future annexations or through separate intergovernmental agreements providing for those services.

C. POLICE PROTECTION. McFarland provides police protection for McFarland residents through the McFarland Police Department. The Department operates as a full-time law enforcement agency. Dunn provides police protection for Dunn residents through a contract with the Dane County Sheriff. This Plan does not change the service areas for police services. Those service areas will adjust with future annexations or through separate intergovernmental agreements providing for those services.

D. FIRE AND RESCUE SERVICES. McFarland provides municipal fire and emergency medical services through the McFarland Fire and EMS Department. Emergency medical services are provided at the Advanced Emergency Medical Technician level. The Department serves McFarland and portions of the Towns of Dunn and Pleasant Springs. The remainder of Dunn is served by the Fire & EMS Departments of the Village of Oregon and the City of Stoughton. This Plan does not change the service areas for Fire or EMS services. Those service areas will adjust with future annexations or through amendments to the current intergovernmental agreements providing for those services.

- E. SENIOR SERVICES.** McFarland has established a Senior Outreach Department which provides a variety of programs and services for its senior citizens, as well as senior residents of Dunn and the Towns of Pleasant Springs and Christiana and the Villages of Cambridge and Rockdale. Case managers assist older adults in the community to navigate through a maze of information and to identify resources to promote wellness and independence within their home. The Senior Outreach Department operates a nutrition program that provides noon meals at sites in McFarland and Cambridge and coordinates home delivered meals to homebound seniors in the community. It also sponsors health and wellness activities, educational programs, and social groups. The Senior Outreach Department coordinates transportation services for shopping and the meal sites along with rides for medical appointments. The remainder of Dunn is served by the Oregon Area Senior Center and the Stoughton Area Senior Center. This Plan does not change the service areas for senior services. Those service areas will adjust with future annexations or through amendments to the current intergovernmental agreements providing for those services.
- F. MUNICIPAL COURTS.** McFarland and Dunn each operate their own municipal courts. This Plan does not alter the jurisdiction of either court, except that permitted annexations to McFarland will bring them under the jurisdiction of McFarland and, consequently, its municipal court.
- G. AVAILABILITY AND TIMING OF MUNICIPAL SERVICES.** McFarland and Dunn shall each maintain the right to provide extensions of municipal sewer and water services (together with other municipal and utility services) to the areas within their respective jurisdictions, except as otherwise provided by law. The Party providing such services will generally be the Party within which the customer's property lies, except as the Parties may subsequently agree otherwise by intergovernmental service agreements. The schedule for delivery of such public utilities and other public services shall be determined as follows:
- (1) McFarland will provide its general municipal services to those properties that are within McFarland and those properties that are subject to annexation under this Plan immediately following such annexation, except that the provision of development-related services (such as sewer and water) to any given area will generally be deferred to correspond to the timing of additional development in that area.
 - (2) Dunn will provide its public services to those properties that are within Dunn.
 - (3) The Parties will refer to their respective timetables to improve or enhance utilities, community facilities, and services that are provided in their respective comprehensive plans or capital improvement plans.

SECTION 7 HIGHWAY JURISDICTION.

Exhibit C provides a list of State and Dane County Highways in McFarland and Dunn. All other roads in the Town are town roads under Dunn's jurisdiction or Village streets under McFarland's jurisdiction. This Plan does not change the jurisdiction of any highways, roads or

streets. Those jurisdictions will adjust with future annexations or through separate intergovernmental agreements.

SECTION 8 LOCAL ORDINANCES AFFECTING AREAS SUBJECT TO THE PLAN

The territory annexed to McFarland from time to time under this Cooperative Plan will become McFarland territory subject to all McFarland zoning and general ordinances immediately on the effective date of the annexation ordinance. All lands remaining in Dunn will continue to be subject to the ordinances of the Town and Dane County as applicable. Nothing in this Plan is inconsistent with any existing ordinances and no additional ordinances or amendments will be necessary to implement this Plan, other than annexation ordinances contemplated herein.

SECTION 9 COMPREHENSIVE PLANNING AND INTERMUNICIPAL INTERACTION

Dunn and McFarland both have adopted comprehensive plans under Wis. Stats. §66.1001. As a component of the process to complete this Cooperative Plan, the Parties identified areas of difference between the two comprehensive plans and approaches to resolve those differences. Section 13.B(3) of this Plan provides procedures for joint participation in future amendments to the Dunn comprehensive plan that affect the areas having the greatest impact on McFarland.

- A. COMPREHENSIVE PLAN AMENDMENTS.** Through this Cooperative Plan, McFarland and Dunn intend to promote continued consistency between their comprehensive plans over time. Section 13.B(3) of this Plan provides procedures for joint participation in future amendments to the Dunn comprehensive plan that affect the areas having the greatest impact on McFarland.
- B. RESOLUTION OF PLAN CONFLICTS.** In the event inconsistencies arise in the content or application of comprehensive plans, the Parties will work towards a mutual solution. Still, over time, legitimate differences between the Parties may arise and in the event of differences, it is intended by the Parties that they will make use of their own comprehensive plans for decisions on development, as such plans may be from time to time amended.
- C. LAND DIVISION AND PUBLIC AREA PLANNING.** To assist with implementation of their comprehensive plans, Dunn and McFarland have each adopted their own subdivision control ordinances. The subdivision control ordinances of Dunn and McFarland have similar objectives, but differences in their detailed requirements. Both Parties acknowledge that within McFarland's extraterritorial jurisdiction area, there may be differences in the individual ordinances or the application of the ordinances.
- D. COOPERATION IN URBAN SERVICE AREA APPROVALS.** During the Planning Period, neither Party shall object to, nor solicit, encourage, request or otherwise urge the Wisconsin Department of Natural Resources (WDNR), CARPC, its successor, or any member of the staff or governing body of any of the foregoing, whether publicly or privately, to reject future petitions by the other Party to amend the boundaries of any Urban Service Area to include additional lands located (or to be located upon a boundary change authorized by this Plan) within the municipal boundaries of the petitioning Party other than good faith objections

based on the physical unsuitability of the property identified in the petition for development, the inability of the petitioning Party to provide municipal services to such property or that the extension of such service would be contrary to the terms of this Plan. In the event the non-petitioning Party shall make any written communication with any member, employee or consultant of the WDNR or CARPC relating to the substance of any petition described in this paragraph, a copy of such communication shall be provided to the petitioning Party at the same time, and through the same manner of delivery as used to communicate with WDNR or CARPC. The non-petitioning Party shall also immediately notify the petitioning Party of the content of any oral communication to WDNR or CARPC relating to any such petition. Any position communicated to WDNR or CARPC that requests that approval of a petition be conditioned upon, or which is accompanied by a request for, the payment of consideration to the communicating Party or any act or omission by the petitioning Party not directly related to the property at issue shall be presumptively deemed made in bad faith.

SECTION 10 STORM WATER MANAGEMENT AND CONTROL

- A. MUTUAL COOPERATION.** There are no existing shared stormwater management retention or detention basins between McFarland and Dunn. This Plan does not change the service areas for storm water management service. Those service areas will adjust with future annexations or through separate intergovernmental agreements providing for those services. The Parties acknowledge that as development occurs it will be necessary to implement storm/surface water controls and mutual cooperation may be necessary to maximize the management of storm waters.
- B. EROSION CONTROL AND STORMWATER MANAGEMENT.** McFarland has adopted erosion control and stormwater management ordinances that parallel the strict requirements of the Dane County Ordinances. McFarland may adopt ordinances that exceed the minimum requirements of the Dane County Ordinances, but its authority is limited per §281.33, Wis. Stats. Dunn is directly regulated by the Dane County erosion control and stormwater ordinance.

SECTION 11 ENVIRONMENTAL EVALUATION OF THE PLAN

- A.** McFarland and Dunn are both subject to similar Wisconsin Department of Natural Resources wetland, FEMA floodplain, and CARPC environmental corridor regulations. The Cooperative Plan facilitates consistent and cohesive McFarland and Dunn planning for the infrastructure and other development in McFarland and Dunn territory. The Cooperative Plan is believed to be consistent with all applicable state and federal laws, municipal regulations, shoreland, wetland, and floodplain zoning ordinances and administrative rules. The territory annexed to McFarland from time to time under this Cooperative Plan will become McFarland territory subject to all McFarland shoreland-wetland and floodplain zoning ordinances immediately on the effective date of the annexation ordinance. All lands remaining in Dunn will continue to be subject to the ordinances of the Town and Dane County as applicable. Nothing in this Plan is inconsistent with any existing ordinances and no additional ordinances or amendments will be necessary to implement this Plan, other than annexation ordinances contemplated herein.

- B.** Because no new intensive manufacturing development is anticipated to result from the adoption or implementation of this Plan, McFarland and Dunn expect no notable adverse environmental consequences (including air and water pollution) related to manufacturing development. McFarland and Dunn Comprehensive Plans reduce the potential impact of urban sprawl by providing for open space while concentrating the location of residential and commercial development. The reservation of natural areas, wetlands, and floodplains as promoted by the plans, will allow for the continuation of natural vegetation absorbing air pollutants and preventing soil erosion.
- C.** The Madison Metropolitan Sewerage District treatment plant has adequate capacity to serve McFarland and Dunn.
- D.** The development of lands in McFarland and Dunn will be in compliance with state and federal environmental law and regulations. Sanitary sewer will be subject to Department of Natural Resources and Madison Metropolitan Sewerage District regulations and approvals and expansion of water service will be subject to the State of Wisconsin Public Service Commission approvals, where applicable.
- E.** Based upon plans developed at the regional, county and local levels of government for the surrounding communities, the impact of the boundary changes and development affected by this Plan will be compatible with, and have no negative impacts on, surrounding communities. All surrounding villages and towns are subject to zoning ordinances and land division control ordinances.

SECTION 12 BOUNDARY ADJUSTMENTS

The Parties have agreed that certain areas of the Town will be protected from annexation by McFarland for a substantial time (the “Protected Area”) and that other areas will be permitted to annex to McFarland without interference by the Town (the “Future Hwy 51 Growth Area” and the “East Side Growth Area,”) each of which is described below. Areas of the Town not addressed in this Plan shall continue to be governed by all provisions of Wisconsin law unaffected by this Plan, and are not part of this Plan.

A. AREAS SUBJECT TO COOPERATIVE PLAN.

- (1) Protected Area.** The Protected Area is described in the legal description attached hereto as Exhibit D and shown on the map attached hereto as Exhibit E. Except for the lands within the Future HWY 51 Growth Area and subject to Section 12.A.(2)(b), no territory in the Town that is located south or west of the center line of the Yahara River from Lake Waubesa to Lake Kegonsa (the “Protected Area”) shall be annexed to or attached to the Village during the term of this Plan. The Village agrees that it shall not annex, attach, commence, join in, nor in any way support the annexation or attachment of territory in the Protected Area from the Town to the Village contrary to this Plan. The Village shall have no obligation to provide Village water, sanitary sewer or other municipal services to territory in the Protected Area except as provided herein or in any other current or future intergovernmental service agreement.

(2) Village Growth Areas. The following areas of Dunn are designated as “Village Growth Areas,” and are planned for future growth by McFarland during the term of this Plan. Lands within the Village Growth Areas may be annexed as provided herein:

- a. Eastern Expansion Area. The northern one-half of Section 11, Town 6 North, Range 10 East, the property located at 3145 CTH AB (Dane County Tax Parcels #028/0610-011-8030-0 and #028/0610-011-8005-0), or in the Village's planned East Side Growth Area in Sections 1, 2, 11 and 12, Town 6 North, Range 10 East, as shown on Exhibit F (collectively, the “Eastern Expansion Area”). There shall be no restrictions on annexations of land in the Eastern Expansion Area during the Planning Period other than as prescribed by the Wisconsin Statutes for annexations in general.
- b. Future Hwy 51 Growth Area. The Future Hwy 51 Growth Area is described in Exhibit G and depicted on the map attached as Exhibit H. The Future HWY 51 Growth Area is comprised of part of the Protected Area described in sub. (1) is not planned for Village development in the immediate future and shall be subject to the annexation prohibition in sub. (1) until 11:59 PM on December 31, 2036. Effective on January 1, 2037 the Future Hwy. 51 Growth Area shall be deemed removed from the Protected Area, and no longer be restricted under sub. (1). Thereafter, the Village may commence, join in, support, and approve annexation of lands in the Future HWY 51 Growth Area under any procedure authorized by the Wisconsin Statutes.

B. PETITIONS FOR ANNEXATIONS OUTSIDE OF THE VILLAGE GROWTH AREAS. The Village shall not annex properties from the Town located outside of the Village Growth Areas unless the petition therefor is signed by all owners of, and electors residing on, the private property included in the petition. For purposes of this Plan, “private property” does not include property owned by a unit of government or a utility company, public rights-of-way, railroad property, or bodies of water. The Parties further agree that this limitation on annexations may be waived by approval of the Town of Dunn Town Board. This section does not apply to properties while located in the Protected Area and no such property may be annexed during the term of this Plan, as described in Section 12(A)(1).

C. ANNEXATION ORDINANCES. Annexations permitted within the areas governed by this Plan will be accomplished by the enactment of an annexation ordinance by McFarland in accordance with Wis. Stats. §§66.0217, 66.0219, 66.0223 or any other statute authorizing annexation of town territory. Enacted ordinances will be filed, distributed and recorded by the Village Clerk as required by Wis. Stats. §66.0217(9).

D. TOWN ISLANDS. Annexations authorized under this Plan may result in the creation of town islands in the areas highlighted on the map attached as Exhibit I. Any such town islands created during the term of this Plan which remain in the Town on January 1, 2056 shall be annexed to the Village without the requirement of a petition upon enactment of an annexation ordinance which the Village agrees to enact not later than March 1, 2056. Aside from the town islands identified in Exhibit I, no other town islands may be created through annexations by the Village.

E. VILLAGE-OWNED PROPERTY. The Village shall not annex Village-owned property

located in the Town unless it is contiguous to the Village or is included in an annexation of other lands that will create contiguity upon enactment of the annexation ordinance and is otherwise in compliance with this Plan. Nothing in this Plan limits the authority of the Village to acquire property in the Town in any manner allowed by law.

F. TOWN NOT TO OPPOSE ANNEXATIONS. The Town shall not oppose annexations of territory to the Village in the Village Growth Areas on any grounds, procedural or jurisdictional, other than on the grounds that such annexation violates one or more provisions of this Plan. Revenue sharing for all annexations of territory in the Town during the term of this Plan shall be as provided for annexations under Wis. Stat. §66.0217(14)(a)l.

G. TITLE TRANSFER OF PARKLAND. The parties have entered into a separate agreement for the acquisition by McFarland of Parcel No.154/0610-102-8971-1, which is more particularly described in Exhibit J (the “Purchase Parcel”), currently owned by Dunn. Upon the closing of that transaction, McFarland agrees to add the Purchase Parcel to its park system.

SECTION 13 PRESERVATION OF DEVELOPMENT OPPORTUNITIES.

The Parties acknowledge and agree that the developable lands governed by this Plan in which annexations are permitted during the planning period are primarily intended and suitable for development within the Village. Dunn agrees that during the planning period it will not take any action that would inhibit the future development of those properties in the Village as provided in this Section.

A. EASTERN EXPANSION AREA. The Town agrees not to purchase conservation easements in, extend public water or sewer facilities to or through, purchase land in, or provide direct financial support for the acquisition of specific conservation easements in, the Eastern Expansion Area. This provision does not restrict the Town from purchasing conservation easements, purchasing land, or extending utility services elsewhere in the Town or generally providing support (financial or otherwise) to conservation organizations or land trusts.

B. FUTURE HWY 51 GROWTH AREA.

(1) Purchase Restrictions. The Town agrees not to purchase conservation easements in, extend public water or sewer service to or through, purchase land in, or to provide direct financial support for the acquisition of specific conservation easements in, the Future Hwy 51 Growth Area without the prior approval of the McFarland Village Board. The Village Board agrees not to unreasonably withhold, condition, or delay its approval where the lands to be encumbered by the conservation easements or Town purchases consist exclusively of delineated wetlands or floodplains. The Village’s approval shall not create any obligation on the part of the Village to finance any or all of the Town’s easement purchase or maintenance expenses. This provision does not restrict the Town from purchasing conservation easements, purchasing land, or extending utility services elsewhere in the Town or generally providing support (financial or otherwise) to conservation organizations or land trusts.

(2) Use of Restricted Lands. In the event the Village approves Town purchases of

conservation easements in the Future HWY 51 Growth Area, the Town agrees that the Town shall not prohibit non-motorized, passive public recreational access and uses ("Passive Uses"). Passive Uses include hiking, bicycling, electric bicycling, cross-country skiing, snowshoeing, and guided nature walks, including the use of both unpaved and paved trails, paths, or sidewalks. Passive Uses do not include playground uses or athletic fields, courses, courts or similar facilities for team or organized sports. During conservation easement negotiations with landowners in the Future Hwy 51 Growth Area, the Town will make efforts to partner with the Village of McFarland, Dane County Parks Department and/or Wisconsin Department of Natural Resources to purchase all or part of the land for Passive Uses.

- (3) Comprehensive Plan Consistency.** The Town agrees to make land use decisions in the Future HWY 51 Growth Area and Eastern Expansion Area consistent with the Town of Dunn Comprehensive Plan, Amended October 17, 2023 (the "Town Plan") as amended from time to time. Notwithstanding the foregoing, no amendment to the Town Plan that would allow for residential or commercial development or land divisions in excess of the land division or development rights in existence as of 1979 under the Town's Land Division Allocation Policy (the "Development Plan Amendments") shall be applicable to the Future HWY 51 Growth Area or Eastern Expansion Area unless that Development Plan Amendment is first approved by the McFarland Village Board. The Town agrees to notify the Village of McFarland at least 30 days prior to acting on a Development Plan Amendment for land in the Future HWY 51 Growth Area or Eastern Expansion Area. The Village Board must make a decision regarding the Development Plan Amendment within 45 days of receiving the Town's notice, or the amendment shall be deemed to be approved by the Village Board. The Village Board approval deadline may be extended upon request and approval of the Town Board.

SECTION 14 TRANSPORTATION IMPROVEMENTS AND MAINTENANCE

- A. PEDESTRIAN & BICYCLE IMPROVEMENTS.** The Town authorizes the Village and/or the Wisconsin Department of Transportation (WisDOT), and/or Dane County Highway Department, to install a sidewalk, trail, or path improvements in the locations in the Town described below ("Pedestrian & Bicycle Improvements"). The Village agrees to pay any cost that may be allocated, charged, or assessed to or against the Town, Town residents or property in the Town for construction, repair, replacement, or maintenance of the Pedestrian & Bicycle Improvements. The Village further agrees to repair, replace, and maintain (including the removal of snow and ice from) the Pedestrian & Bicycle Improvements as the Village deems appropriate in its governmental discretion. The Pedestrian & Bicycle Improvements shall be owned by the Village and shall be maintained, repaired, and replaced by, or at the expense of, the Village. The ownership and maintenance obligations shall not, however, affect the Town's continuing regulatory jurisdiction over the lands within the project limits for as long as the improvements are located in the Town, provided that the Town shall not prohibit the continued public use of the facilities for their intended purposes. The authorized locations of the Pedestrian & Bicycle Improvements are generally described as follows. The specific locations as shown in the respective exhibits are conceptual, and final engineering design and construction may result in minor deviations from the locations shown:

- (1) Along the east side of US HWY 51 from Exchange Street northerly to the Yahara River Bridge on US HWY 51 as generally depicted in Exhibit K.
- (2) Within the Exchange Street right-of-way from US HWY 51 easterly and northeasterly to the Village's municipal boundary on Exchange Street as generally depicted in Exhibit L.
- (3) Within the CTH AB right-of-way from Elvehjem Road northerly to CTH MN as generally depicted in Exhibit M.
- (4) Within the CTH MN right-of-way from CTH AB westerly to the Village's municipal boundary as generally depicted in Exhibit N.

B. MAINTENANCE OF HIDDEN FARM ROAD.

- (1) **Village Maintenance.** The Village agrees to maintain Hidden Farm Road from Elvehjem Road through the entrance to Orchard Hill Park as depicted in Exhibit O, and to remove snow and ice from the entire length of Hidden Farm Road. The Town releases and holds harmless the Village, its officers, agents and employees of and from any liability for damage to Hidden Farm Road resulting from snow removal or other maintenance activities conducted by the Village except to the extent caused by the gross negligence, willful or intentional misconduct of the Village, its officers, agents or employees. The Village shall perform the maintenance and snow and ice removal activities at the same standard as those activities are performed on roads in the Village.
- (2) **Town Maintenance.** The Town shall be responsible for maintenance of Hidden Farm Road from the entrance to Orchard Hill Park to its southern terminus, except to the extent the roadway has been annexed into the Village.
- (3) **Maintenance Cost Sharing.** To compensate the Village for the cost of maintenance services provided under sub. (1), the Town agrees to pay the Village annually an amount determined by multiplying the total annual State Road Aids received by the Town in a given year by a fraction, the numerator of which is the length (in feet) of the segment of Hidden Farm Road remaining in the Town in that year and the denominator of which is the total length (in feet) of Town roads upon which the State Road Aids were calculated. Annual payments from the Town shall be made to the Village within 60 days of the Town's receipt of its final quarterly State Road Aids and shall continue each year going forward until the entirety of Hidden Farm Road is annexed to the Village.

- C. EXCHANGE STREET BRIDGE.** The Town and the Village agree to share equally the costs of periodic inspection and maintenance of the Exchange Street bridge over the Yahara River, until such time as the entire bridge is within the exclusive jurisdiction of one of the Parties. The Town will retain primary responsibility for initiating and completing inspections and maintenance of the bridge, by a qualified professional, and agrees to obtain the Village's approval prior to committing to inspection or maintenance expenditures exceeding a total cost of \$10,000.00 in any year. The Town shall invoice the Village for the Village's share of the inspection and maintenance costs, and the Village shall pay the invoice within 30 days of receipt.

- D. SHARING AND EXCHANGE OF EQUIPMENT AND SERVICES.** The Town and the Village may explore ways to cooperate in the sharing and exchanging of equipment, including the potential joint purchase/ownership of equipment on terms and conditions acceptable to both Parties.
- E. SHARING OF MUNICIPAL SERVICES.** The Town and the Village may continue to cooperate in the sharing of municipal services under other terms and agreements between the parties outside of this Plan.

SECTION 15 GENERAL PROVISIONS.

- A. GOOD FAITH COOPERATION.** The Town and the Village shall cooperate in good faith to implement this Plan in a manner that will carry out its intended purposes and objectives. Neither Party shall take any official action to hinder the performance and implementation of the other Party under this Plan. In the event that it is necessary, in order to effectively implement this Plan, to obtain the cooperation of other governmental agencies, the Parties agree to cooperate in seeking the cooperation of such agencies.
- B. DISPUTE RESOLUTION.** In the event of a breach of this Plan or a dispute between the Parties involving the application, interpretation, or enforcement of this Plan, the Parties shall meet within 20 business days following written notice by one Party to the other of the alleged breach or dispute and attempt in good faith to resolve the matter. If the matter is not resolved at such meeting or by an agreed-upon future date, either Party may submit a demand to the other Party for arbitration of the dispute. Either party may then request that the Director of the Office of Municipal Boundary Review (MBR) of the State of Wisconsin Department of Administration (the "Director") provide a list of three arbitrators experienced in arbitrating or mediating issues relating to boundary agreements.

If the Director provides the requested list, the Party submitting the demand for arbitration shall strike one potential arbitrator from the panel, and the other Party shall then strike one of the two remaining arbitrators. The final remaining arbitrator shall arbitrate the breach or dispute. The arbitration shall be performed in accordance with such reasonable rules and procedures the arbitrator may specify, subject to the terms of this Plan. Either Party may initiate legal proceedings in a court of competent jurisdiction to enforce an award or decision obtained in arbitration.

In the event the Director does not provide a list of arbitrators within 30 days of the Director's receipt of the request to do so, then both Parties shall have the right and standing to seek any available legal or equitable remedy to resolve the dispute or to enforce or seek damages for the breach of this Plan. In any action concerning any violation of this Plan, the prevailing Party shall be entitled to recover from the other Party its reasonable costs and expenses of litigation, including reasonable attorneys' fees.

- C. BINDING EFFECT.** This Plan shall bind and accrue to the benefit of all successors of the Parties. This Plan is for the exclusive benefit of the Parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy, or claim to any other

person or entity. This Plan shall not be affected by a change in the form of government of either of the Parties.

- D. RECORDING.** The Town or Village shall each have the unilateral right to record a notice of this Plan in the office of the Dane County Register of Deeds. The cost to prepare and record the notice shall be shared equally by the Town and the Village.
- E. CHALLENGE TO PLAN; ADVANCEMENT OF MUTUAL INTERESTS.** In the event of a court action by a third party challenging the validity or enforceability of this Plan or any of its provisions:
 - (1) Both Parties shall fully cooperate to vigorously defend this Plan. If only one Party is named as a party to the action, the other Party shall seek to intervene and the named Party shall support such intervention. The workload to defend this Plan shall be shared equally to the extent practicable.
 - (2) No settlement of such an action shall be permitted without the approval of the governing bodies of both Parties.
 - (3) The Parties acknowledge that in order to effectively implement this Plan, it may be necessary to obtain the cooperation of other governmental agencies. In all matters necessary to implement this Plan, the Parties agree to cooperate in seeking the cooperation of all relevant agencies.
- F. TERM.** This Plan shall take effect immediately upon approval hereof by the Wisconsin Department of Administration pursuant to Wis. Stats. §66.0307(5)(the “Effective Date”), and such date shall be inserted into the introductory paragraph of this Plan. This Plan shall continue in effect from the Effective Date until 11:59 p.m. on December 31, 2055.
- G. REPEAL OF PRIOR AGREEMENT.** Upon the Effective Date the Parties acknowledge that the prior agreement titled Intermunicipal Cooperative Boundary Agreement Between Town of Dunn And Village of McFarland, dated February 28, 2005 is hereby repealed and of no further effect. Such repeal shall not affect the validity of any action taken by either Party pursuant to that agreement prior to its repeal.
- H. ENTIRE AGREEMENT.** This Plan contains the entire agreement of the Parties with respect to the subject matter hereof, and all prior discussions, drafts, agreements, and writings are specifically superseded by this Plan. This Plan represents the mutual intent of the Parties and the fact that one or more of its provisions was drafted by one Party or another shall not be construed to the benefit or detriment of either Party.
- I. AMENDMENT.** This Plan may be amended only by the approval and execution of a written amendment by both Parties, and approval by the Department of Administration where required.
- J. SEVERABILITY.** In the event that any provision of this Plan is found invalid or unenforceable by a court of competent jurisdiction, the Parties agree that they will promptly meet to discuss how they might satisfy the intent of this Plan by alternative means, including

appropriate amendments of this Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Plan. In the event a court finds all or part of Sections 12.A(2), 12.D, 12.F, 13 or 14.A of this Plan to be invalid or unenforceable and the Parties are unable to agree on a remedy or an amendment of this Plan within 60 days after such determination, Village may, by providing 30 days' prior written notice to the Town, terminate this Plan; or if all or part of Sections 12.A(1), 12.B or 14.C are found invalid or unlawful, the Town may, by providing 30 days' prior written notice to the Village, terminate this Plan. With regard to all other Sections of this Plan, if any such Section is found to be invalid or unlawful, and the Parties are unable to agree on a remedy or an amendment of this Plan within 60 days of the date the court found the Section to be invalid or unenforceable, then such invalidity or unenforceability shall not affect or invalidate the other provisions of this Plan and such other provisions shall be binding on the Parties.

- K. NO WAIVER.** Failure of either Party to require strict performance of any provision of this Plan shall not constitute a waiver of the provision or of any of either Party's rights under this Plan. Rights and obligations under this Plan may only be waived or modified in writing. Waiver of one right, or release of one obligation, shall not constitute a waiver or release of any other right or obligation.
- L. AUTHORITY.** Each Party represents that it has the authority to enter into this Plan and that all necessary procedures have been followed to authorize this Plan. Copies of the resolutions of the governing bodies of both Parties, authorizing this Plan are attached hereto as Exhibits P and Q. Each person signing this Plan represents and warrants that he or she has been duly authorized to do so.
- M. COUNTERPARTS.** This Plan may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original.

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Plan by the authority of their respective governing bodies, effective as of the date when both Parties have affixed their respective signatures.

Dated this ____ day of _____, 2025.

TOWN OF DUNN

Town Chair

Attest:

Town Clerk

Approved as to Form:

Town Attorney

Dated this ____ day of _____, 2025.

VILLAGE OF MCFARLAND

Carolyn A. Clow
Village President

Attest:

Cassandra Suettinger
Deputy Administrator/Clerk

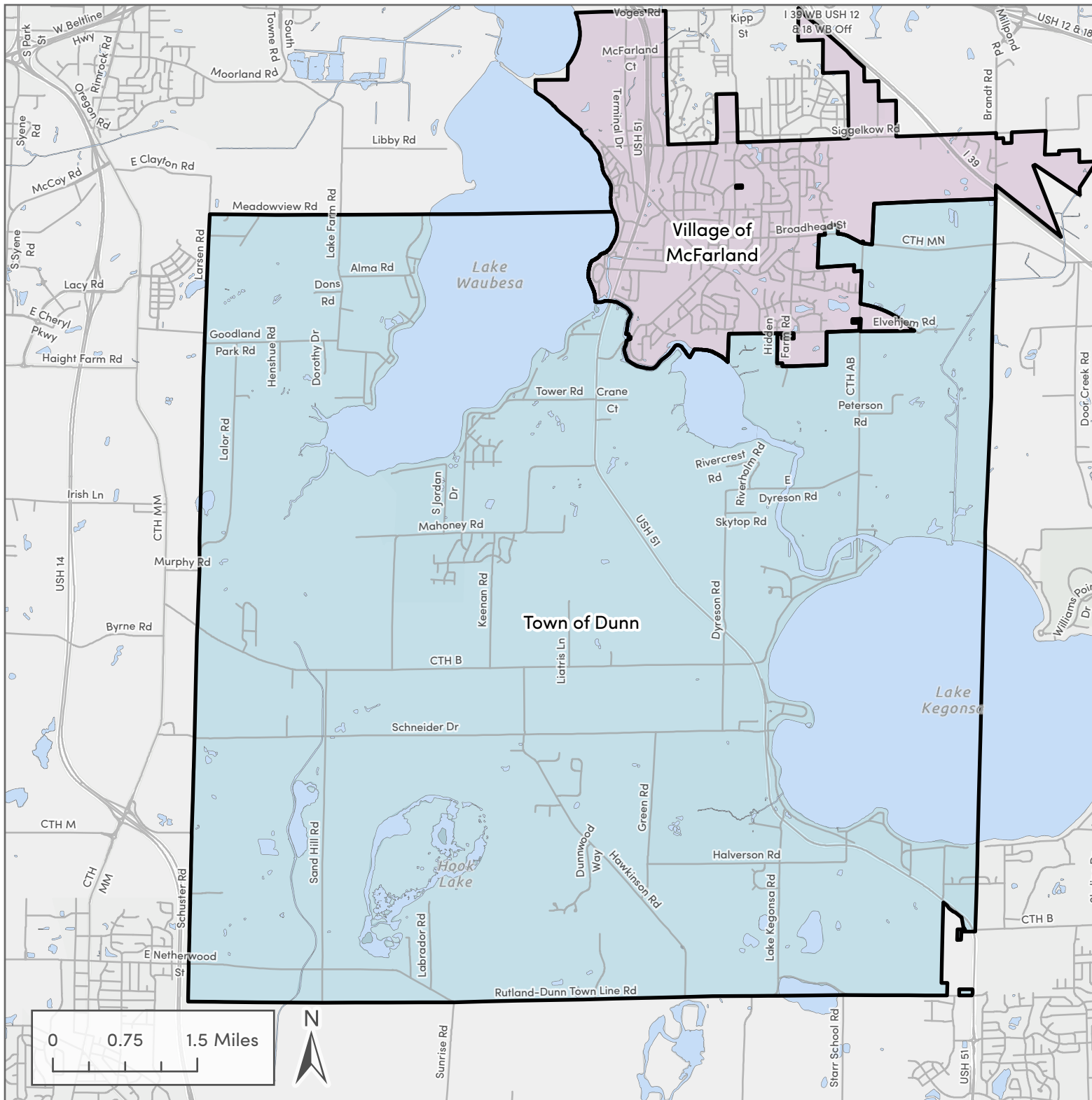
Approved as to Form:

Village Attorney

Attachments:

- Exhibit A: MCD Boundaries/Areas subject to Agreement
- Exhibit B: MMSD Sanitary Sewer District Boundaries
- Exhibit C: List of State and County Highways in each Jurisdiction
- Exhibit D: Legal Description of Protected Area
- Exhibit E: Map of Protected Area
- Exhibit F: VOM Eastern Expansion Area
- Exhibit G: Legal Description of Future Hwy 51 Growth Area
- Exhibit H: Map of Future Hwy 51 Growth Area
- Exhibit I: Map of Potential Town Island Areas
- Exhibit J: Map and Legal Description of Parcel 154/0610-102-8971-1
- Exhibit K: Map of USH 51 Sidewalk/Trail/Path
- Exhibit L: Map of Exchange Street Sidewalk/Trail/Path
- Exhibit M: Map of CTH AB Sidewalk/Trail/Path
- Exhibit N: Map of CTH MN Sidewalk/Trail/Path
- Exhibit O: Map of Hidden Farm Road
- Exhibit P: Village Resolution Authorizing Plan
- Exhibit Q: Town Resolution Authorizing Plan

EXHIBIT A
VILLAGE OF MCFARLAND AND TOWN OF TOWN
MUNICIPAL BOUNDARIES



A GREAT PLACE TO BE

Village of McFarland Town of Dunn Municipal Boundaries

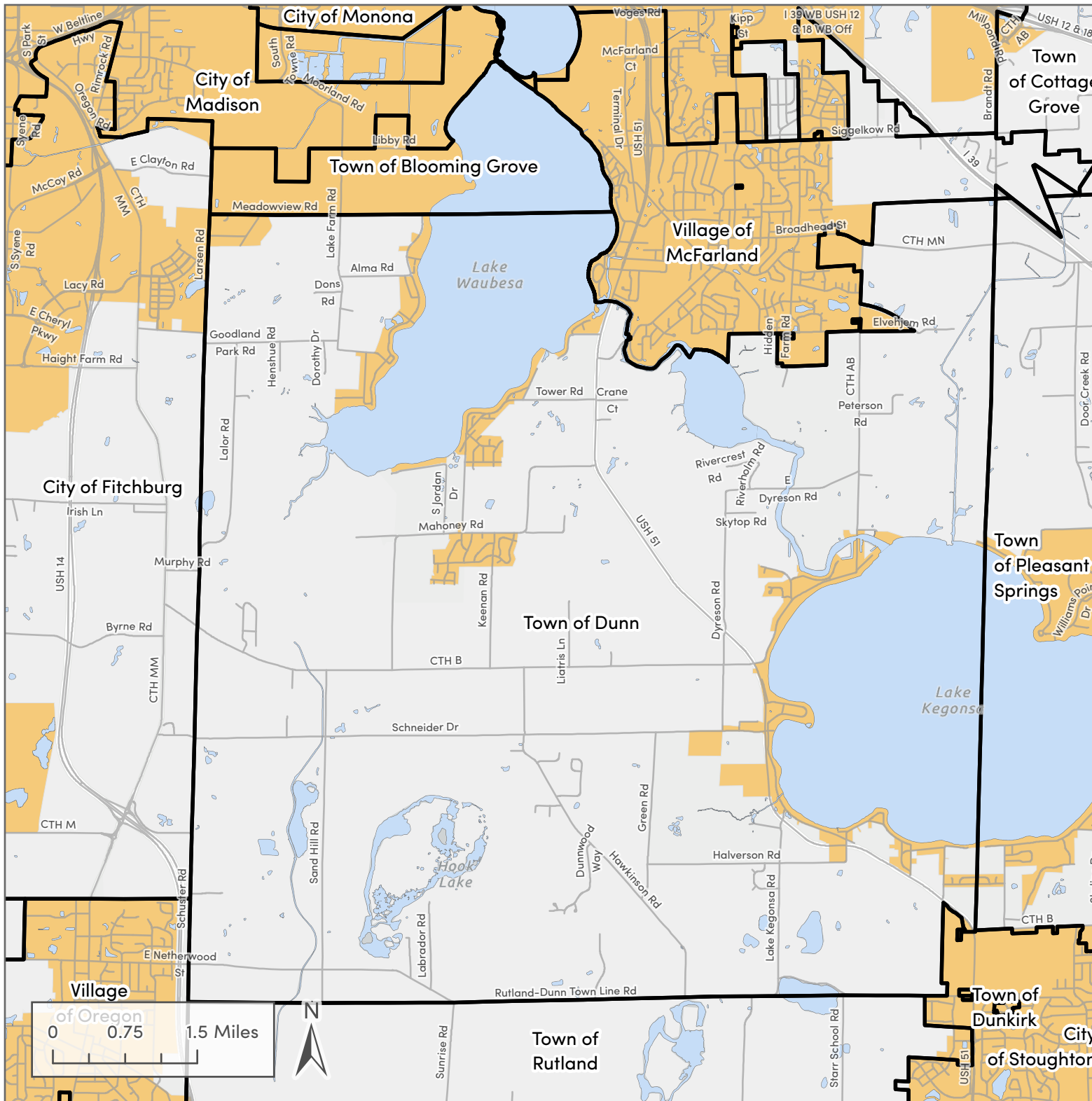
- Road Centerlines
- ▭ Municipal Boundaries
- ▭ Town of Dunn
- ▭ Village of McFarland
- ▭ Lakes and Ponds

Data sources: Esri, Dane County, CARPC

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 12/26/2024

EXHIBIT B
VILLAGE OF MCFARLAND AND TOWN OF TOWN MMSD
SANITARY SEWER DISTRICT BOUNDARIES



A GREAT PLACE TO BE

Village of McFarland
Town of Dunn
Sewer Service Area
Boundaries

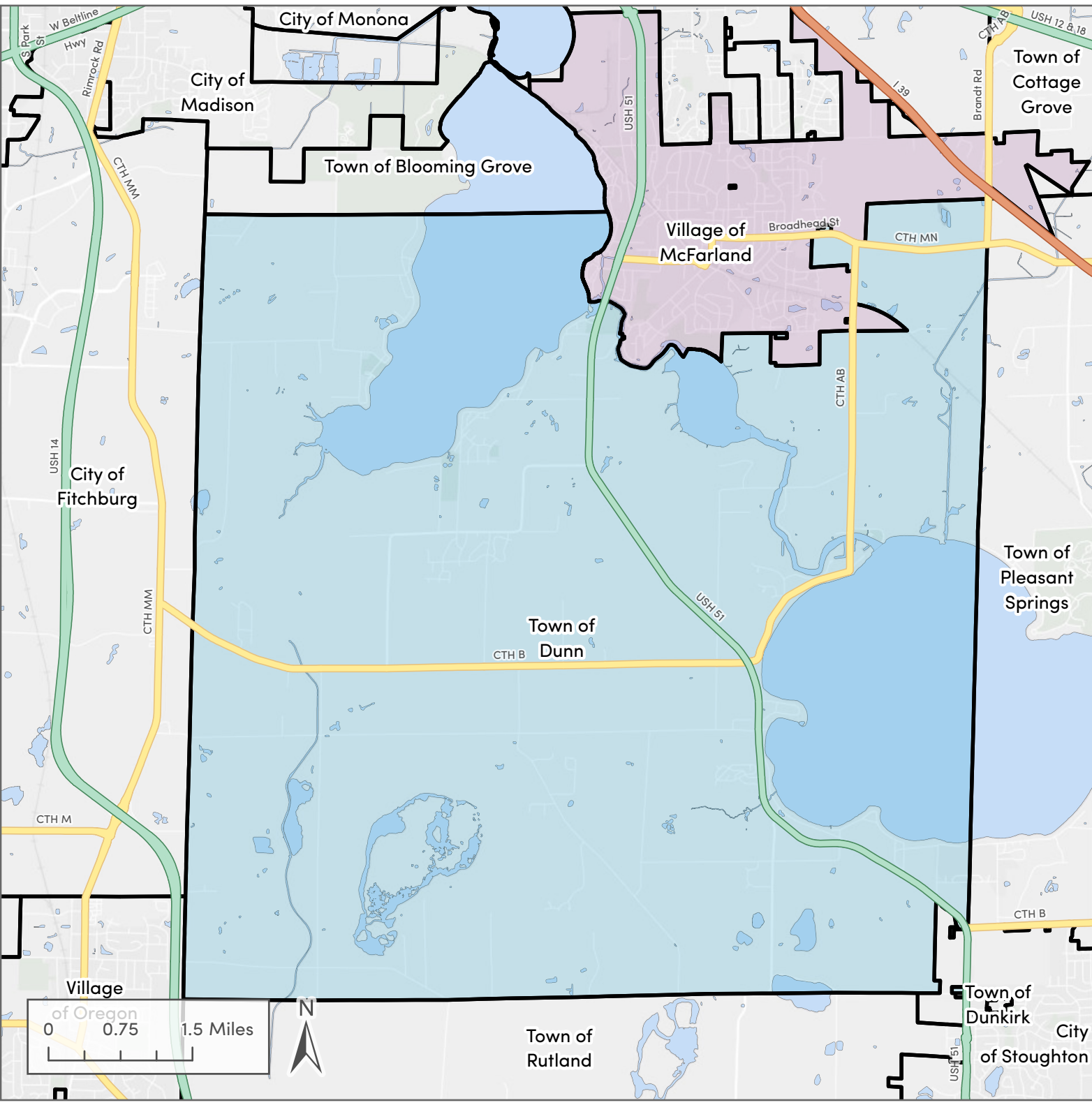
-  Road Centerlines
-  Municipal Boundaries
-  Lakes and Ponds
-  Sewer Service Area Boundaries

Data sources: Esri, Dane County, CARPC, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 2025-01-21

EXHIBIT C
LIST OF STATE AND COUNTY HIGHWAYS IN VILLAGE OF
MCFARLAND AND TOWN OF DUNN



A GREAT PLACE TO BE

Village of McFarland Town of Dunn State and County Highways

- Interstate Highway
- US Highway
- County Highway
- Municipal Boundaries
- Town of Dunn
- Village of McFarland
- Lakes and Ponds

Name	Highways
Village of McFarland	US Highway 51, Interstate 39, County Highway AB, County Highway MN, Broadhead Street, Exchange Street, Farwell Street, Main Street
Town of Dunn	US Highway 51, County Highway AB, County Highway MN, County Highway B

Data sources: Esri, Dane County, CARPC, Village of McFarland, Town of Dunn

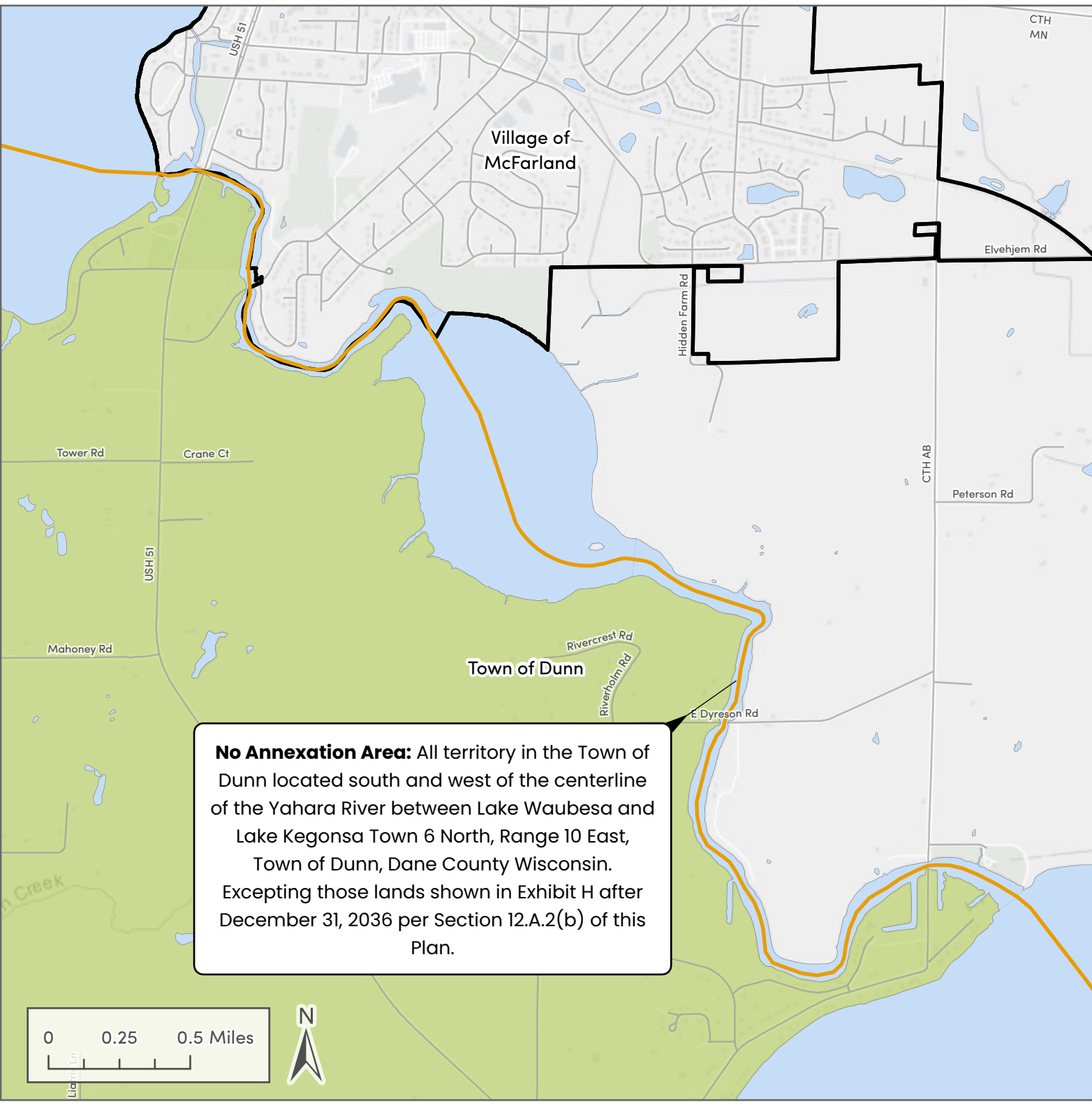
Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 12/26/2024

EXHIBIT D
LEGAL DESCRIPTION OF PROTECTED
AREA

All territory in the Town of Dunn located south and west of the centerline of the Yahara River between Lake Waubesa and Lake Kegonsa Town 6 North, Range 10 East, Town of Dunn, Dane County Wisconsin. Excepting those lands shown in Exhibit H after December 31, 2036 per Section 12.A.2(b) of this Plan.

EXHIBIT E
MAP OF PROTECTED AREA



**Village of McFarland
Town of Dunn
No Annexation
Area**

- Road Centerlines
- Yahara River Centerline
- ▭ Municipal Boundaries
- No Annexation Area
- Lakes and Ponds

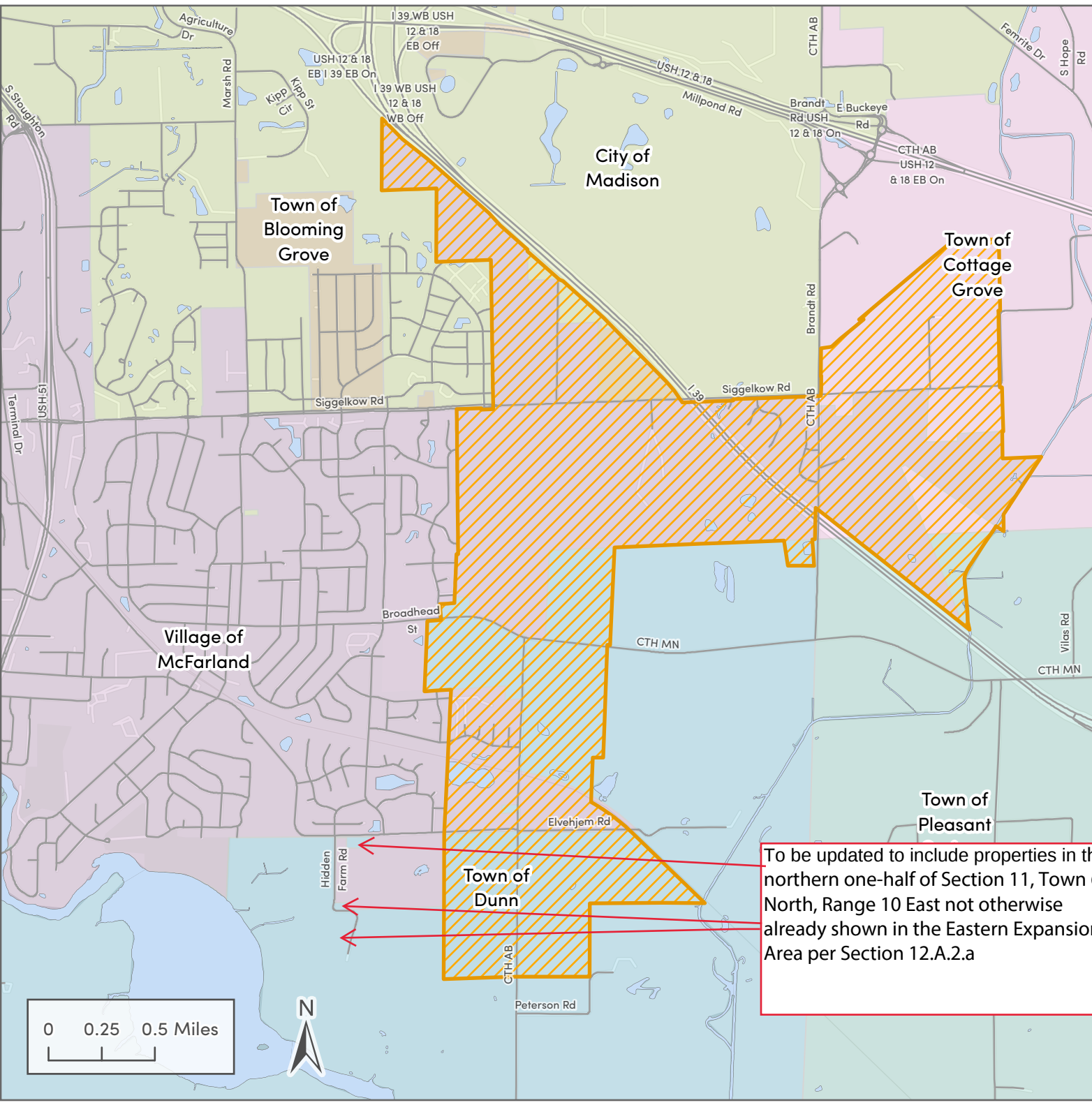
No Annexation Area: All territory in the Town of Dunn located south and west of the centerline of the Yahara River between Lake Waubesa and Lake Kegonsa Town 6 North, Range 10 East, Town of Dunn, Dane County Wisconsin. Excepting those lands shown in Exhibit H after December 31, 2036 per Section 12.A.2(b) of this Plan.

Data sources: Esri, Dane County, CARPC, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 12/26/2024

EXHIBIT F
MAP OF VILLAGE'S EASTERN EXPANSION AREA



A GREAT PLACE TO BE

Village of McFarland Town of Dunn Eastern Expansion Area

- Road Centerlines
- McFarland Eastern Expansion Area
- City of Madison
- Town of Blooming Grove
- Town of Cottage Grove
- Town of Dunn
- Town of Pleasant Springs
- Village of McFarland
- Lakes and Ponds

To be updated to include properties in the northern one-half of Section 11, Town 6 North, Range 10 East not otherwise already shown in the Eastern Expansion Area per Section 12.A.2.a

data sources: Esri, Dane County, CARPC, Village of McFarland, Town of Dunn

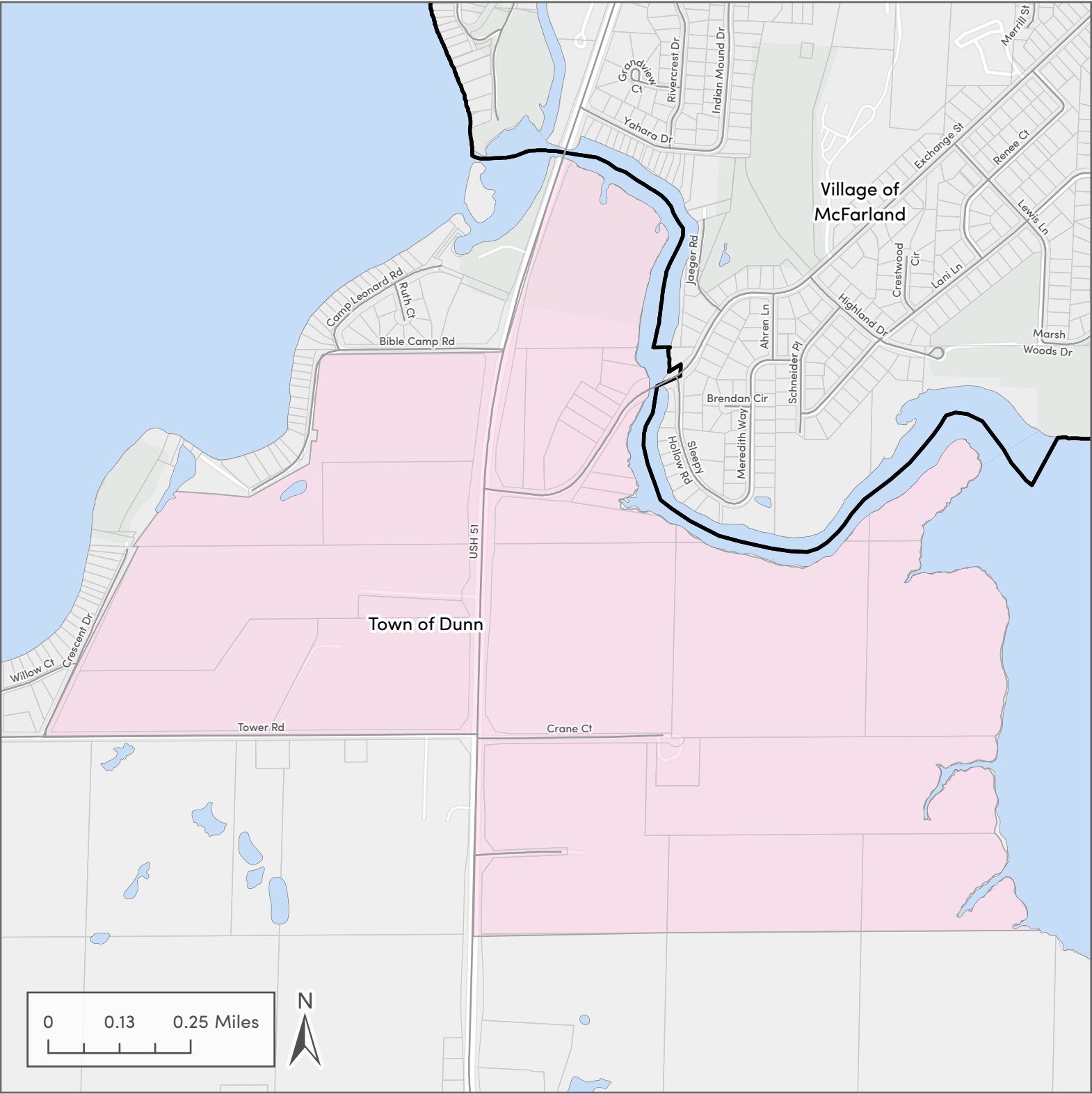
Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 2025-01-21

EXHIBIT G
LEGAL DESCRIPTION OF FUTURE HWY 51 GROWTH AREA

To be completed prior to public hearing

EXHIBIT H
MAP OF FUTURE HWY 51 GROWTH AREA



A GREAT PLACE TO BE

**Village of McFarland
Town of Dunn
Highway 51
Growth Area**

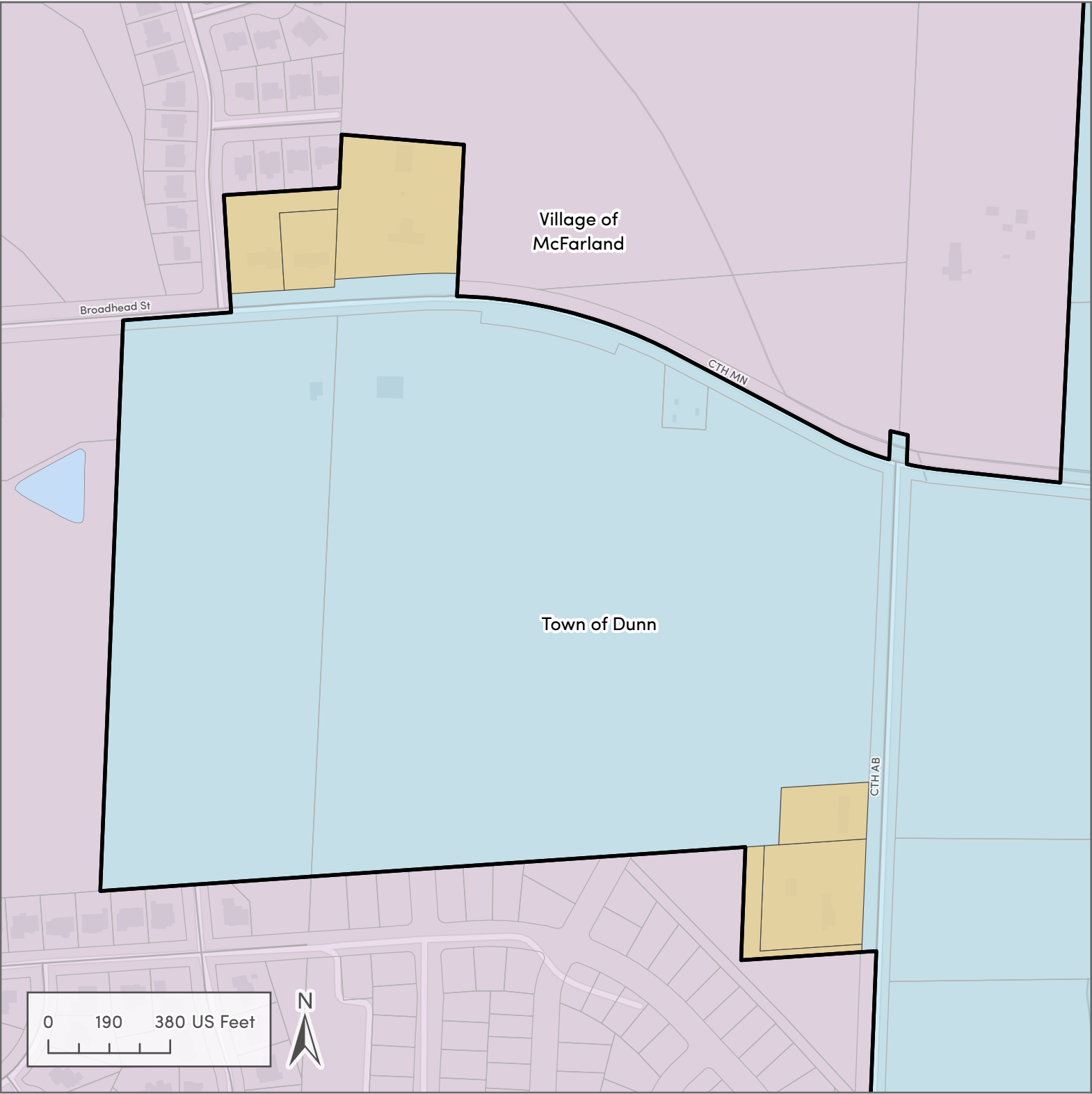
- Road Centerlines
- Parcels
- ▭ Municipal Boundaries
- US Highway 51 Growth Area
- Lakes and Ponds

Data sources: Esri, Dane County, CARPC, WisDOT, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 12/26/2024

EXHIBIT I
MAP OF POTENTIAL TOWN ISLAND AREAS



**Village of McFarland
Town of Dunn
Potential Town
Islands**

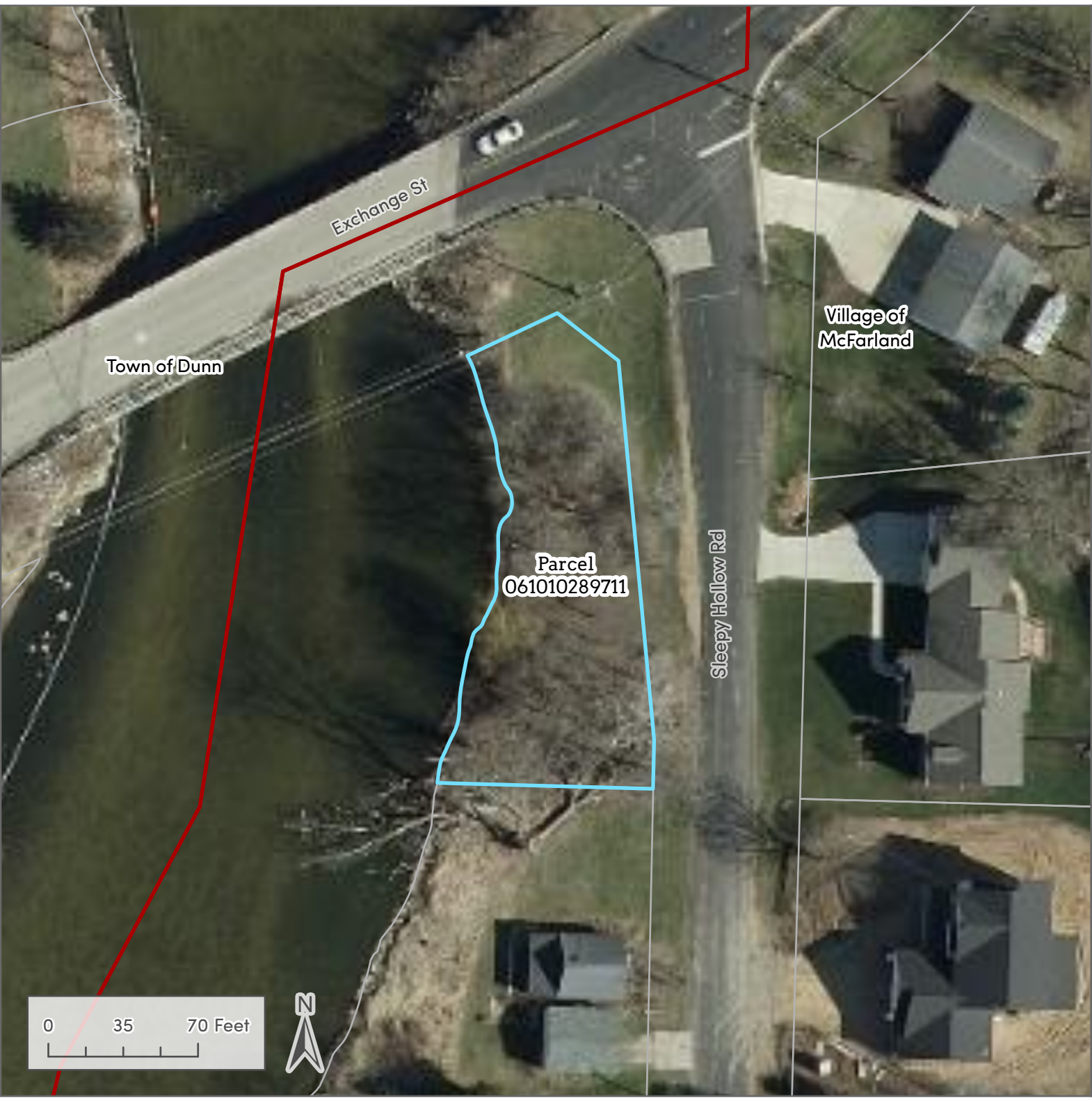
- Road Centerlines
- Parcels
- ▭ Municipal Boundaries
- ▭ Potential Town Islands
- ▭ Town of Dunn
- ▭ Village of McFarland
- ▭ Lakes and Ponds

Data sources: Esri, Dane County, CARPC,
Village of McFarland, Town of Dunn

Map information is believed to be accurate but may
contain errors due to the dynamic nature of source data.
For general reference purposes only.

Date: 12/26/2024

EXHIBIT J
PARCEL 154/0610-102-8971-1 PARK LAND TRANSFER
LEGAL DESCRIPTION AND MAP



Village of McFarland
Town of Dunn
Park Land
Transfer

-  Parcel 0610-102-8971-1
-  Parcels
-  Municipal Boundaries

Data sources: Esri, Dane County, CARPC, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 12/26/2024

EXHIBIT K
MAP OF USH 51
SIDEWALK/TRAIL/PATH



Village of McFarland
Town of Dunn
US Highway 51
Proposed Path

-  US Highway 51
-  Sidewalk/Trail/Path
-  Parcels
-  Municipal Boundaries

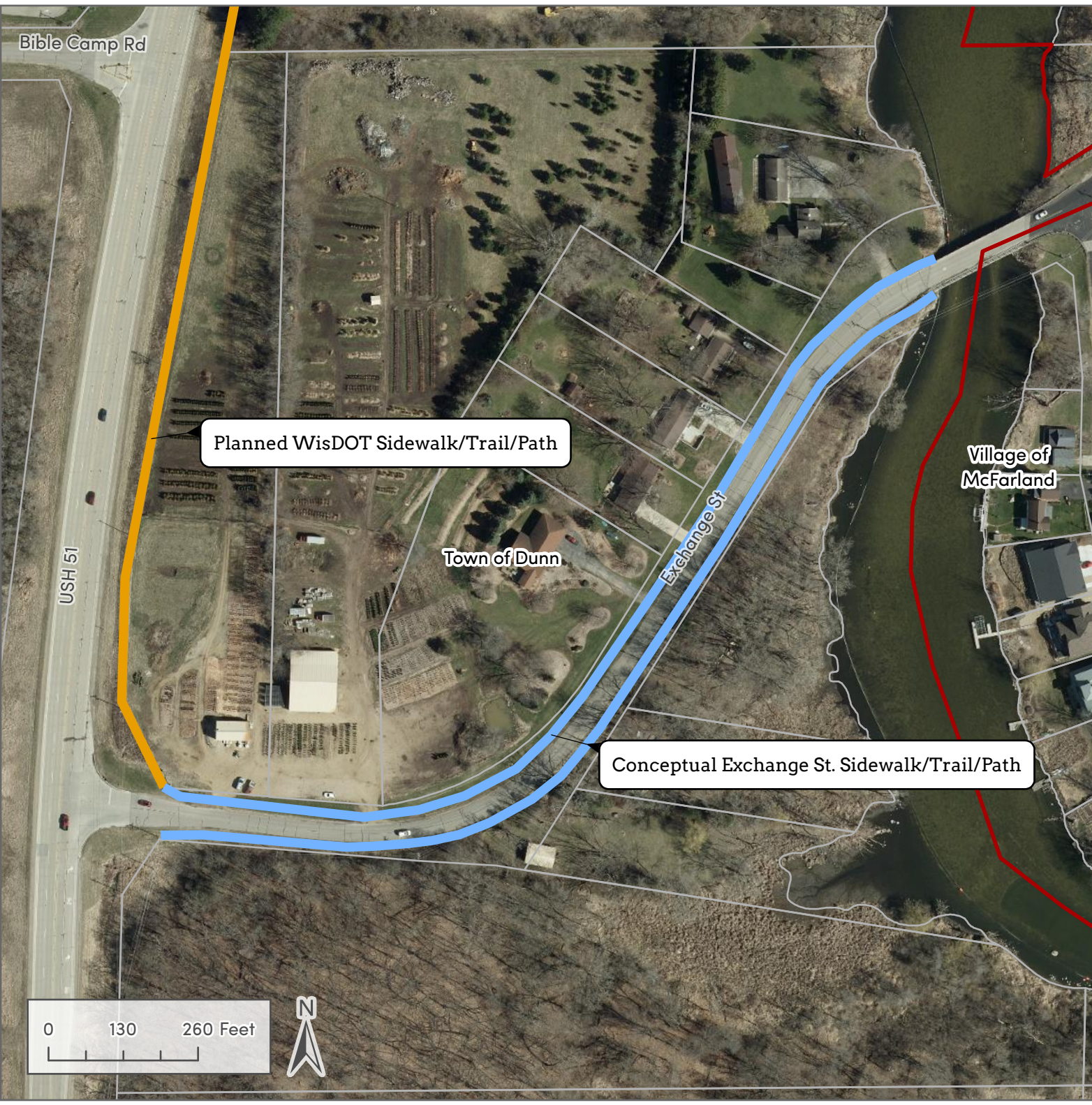
Construction date:
2026 - 2028

Data sources: Esri, Dane County, CARPC, WisDOT, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 12/26/2024

EXHIBIT L
MAP OF EXCHANGE STREET
SIDEWALK/TRAIL/PATH



Village of McFarland
Town of Dunn
Exchange Street
Proposed Path

- Exchange Street
Sidewalk/Trail/Path
- US Highway 51
Sidewalk/Trail/Path
- Parcels
- Municipal Boundaries

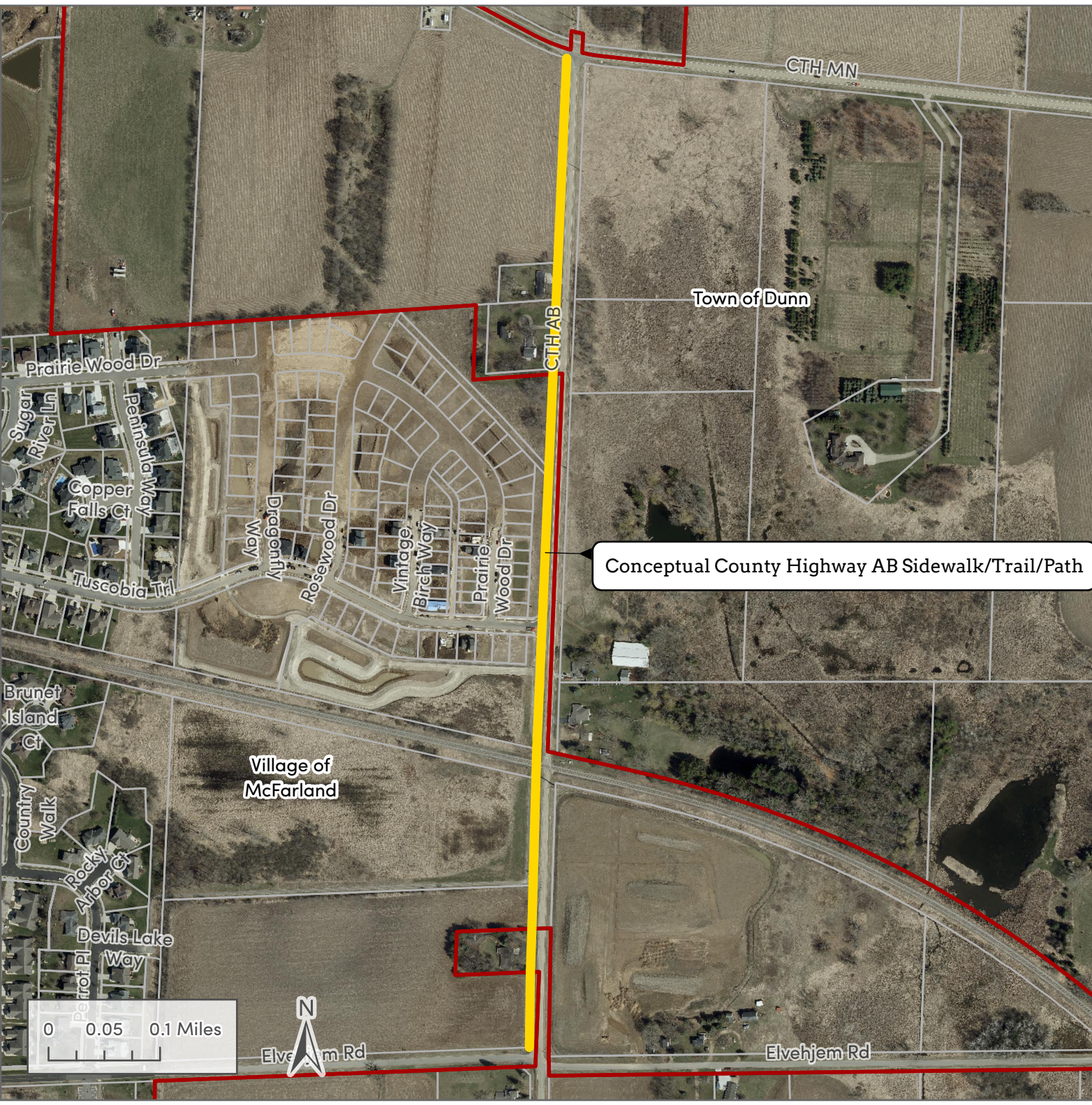
Construction date:
Unknown / to be determined.
Requires additional
engineering design and
Village Board approval.

Data sources: Esri, Dane County, CARPC,
WisDOT, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may
contain errors due to the dynamic nature of source data.
For general reference purposes only.

Date: 12/26/2024

EXHIBIT M
MAP OF CTH AB
SIDEWALK/TRAIL/PATH



A GREAT PLACE TO BE

**Village of McFarland
Town of Dunn
County Highway
AB Proposed Path**

-  County Highway AB
-  Sidewalk/Trail/Path
-  Parcels
-  Municipal Boundaries

Construction date:

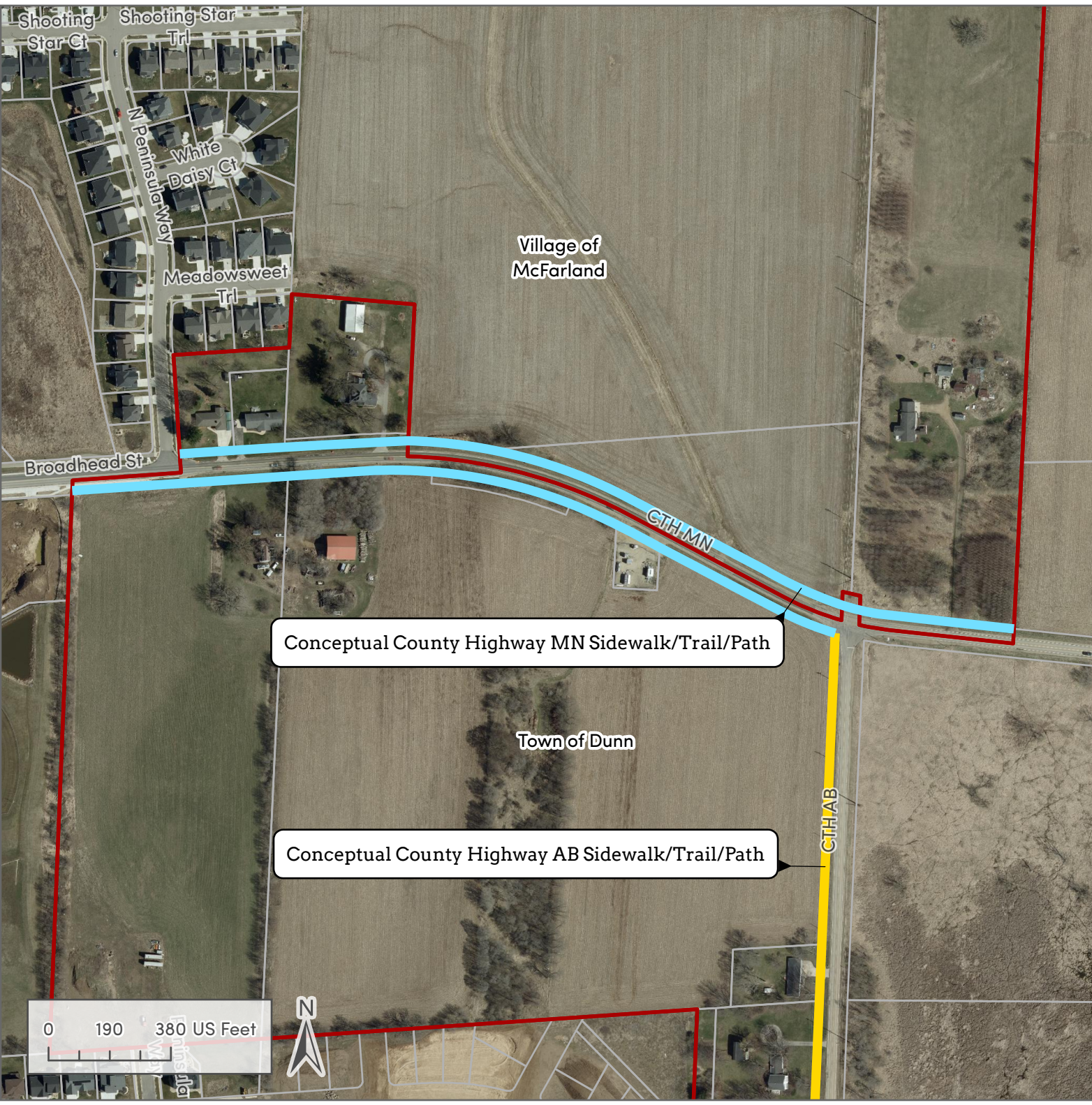
Unknown / to be determined.
Requires additional
engineering design and
Village Board approval.

Data sources: Esri, Dane County, CARPC,
WisDOT, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may
contain errors due to the dynamic nature of source data.
For general reference purposes only.

Date: 12/26/2024

EXHIBIT N
MAP OF CTH MN
SIDEWALK/TRAIL/PATH



**Village of McFarland
Town of Dunn
County Highway
MN Proposed Path**

-  County Highway MN Sidewalk/Trail/Path
-  County Highway AB Sidewalk/Trail/Path
-  Parcels
-  Municipal Boundaries

Construction date:
Unknown / to be determined.
Requires additional engineering design and Village Board approval.

Data sources: Esri, Dane County, CARPC, WisDOT, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 12/26/2024

EXHIBIT O
MAP OF HIDDEN FARM ROAD



Village of McFarland
Town of Dunn
Hidden Farm Road
Maintenance

-  Town of Dunn Maintenance Segment
-  Village of McFarland Maintenance Segment
-  Parcels
-  Municipal Boundaries

Data sources: Esri, Dane County, CARPC, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

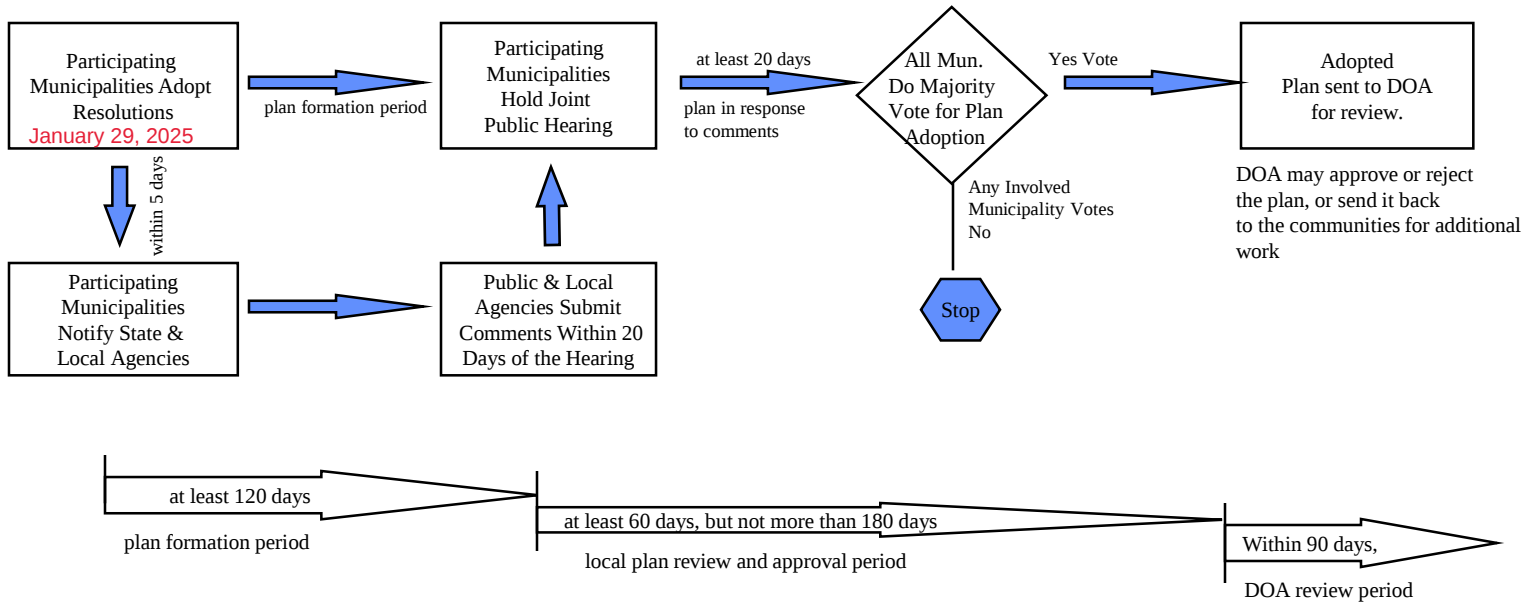
Date: 12/26/2024

EXHIBIT P
VILLAGE RESOLUTION AUTHORIZING THE PLAN

EXHIBIT Q
TOWN RESOLUTION AUTHORIZING THE PLAN

Cooperative Boundary Plan Process

Section 66.0307 Wis. Stats.



NOTE:

To keep this flow chart simple, a number of procedures were not included that are nonetheless authorized by s. 66.0307 Wis. Stats. These include residents petitioning for an advisory referendum, residents petitioning for the plan be adopted by a super-majority vote of the governing body, the possibility of a public hearing by DOA, and the possibility that DOA sends the plan back to the communities with comments on additional work that is needed for approval.

<http://doa.wi.gov/municipalboundaryreview>

Cooperative Boundary Plan Factsheet

Cooperative boundary plans are authorized under [s. 66.0307, Wis.Stats.](#), and are the most thorough and complete method for developing boundary plans in Wisconsin. They are a valuable tool for local communities and a welcome alternative to protracted conflicts and litigation over municipal boundary and land use issues.

Cooperative Boundary Plans feature:

- ▶ Broad notice to area residents and jurisdictions.
- ▶ A public hearing and comment period.
- ▶ Possible referendum. Residents may petition for an advisory referendum on the plan.
- ▶ A jointly developed cooperative plan for the territory that is consistent with each community's comprehensive plan and that may address future streets, sidewalks and trails, layout of neighborhoods, design standards, zoning, and public facilities such as parks, municipal buildings, stormwater management, and utilities.
- ▶ Review by the Department of Administration. The Department may approve, deny, or recommend changes. The Department also defends the plan against appeal.

TIP: For more information, see the Department of Administration's Cooperative Boundary Plan website at:

<http://doa.wi.gov/MunicipalBoundaryReview>



Benefits to Cooperative Boundary Plans:

Cooperative – while annexation and incorporation tend to pit neighboring communities against one another, boundary plans provide a chance to focus on shared values, points of agreement, and solutions that can benefit everyone.

Proactive – while annexation and incorporation put area communities in a reactive mode, cooperative boundary plans enable communities to proactively guide their future.

Flexibility – while statutory boundary change mechanisms such as annexation are rigid in their scope and process, cooperative boundary plans provide communities with tremendous flexibility. Communities may determine the issues to be resolved, the size of plan area, whether municipal boundaries will change or not change over time, the duration of the plan, what services will be provided and by whom, the timing and financing of capital improvements, and how the area will be regulated and by whom. Communities have the discretion to creatively craft their own solutions to their issues.

Certainty – while annexations, consolidations, and incorporations are unpredictable, cooperative boundary plans put communities in charge of their future. This certainty also benefits landowners, developers, businesses, and other community stakeholders.

Broad participation – the public notice, public hearing, public comment, and advisory referendum features of the cooperative boundary plan process ensure that a wide range of affected residents and stakeholder groups participates in developing the plan. Because they helped create it, these participants are more likely to support the plan's adoption and implementation.

Save money \$\$\$ – a cooperative boundary plan can save money by avoiding costly litigation. Also, the plan can identify service sharing opportunities and avoid costly duplication of services and capital facilities. Finally, towns with an adopted cooperative boundary plan are authorized to utilize TIF districts.

Long term – cooperative boundary plans must be a minimum of 10 years' duration, but are usually considerably longer. They allow for a much longer duration than the 10 year maximum permitted by boundary agreements entered into under [s. 66.0301 Wis. Stats.](#) – Wisconsin's general intergovernmental agreement statute.

Enforceable – cooperative boundary plans safeguard community and landowner interests by providing a written contract that is approved by the state. The state is also responsible for defending the plan against appeal.

State & regional issues are addressed up front – state agencies, regional planning commissions, and counties are required to review and comment on proposed cooperative boundary plans. This provides a great opportunity to coordinate state and regional plans, projects, and programs with local community activities and desires. For example, it helps to ensure that the state and regional permits and approvals necessary for development will be available when needed.



McFarland
SUMMARY SHEET

MEETING DATE: Wednesday, January 29, 2025

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action on Resolution 2025-03: A Resolution Authorizing Participation in the Preparation of a Cooperative Boundary Agreement with the Town of Dunn. *(For Village Board action only)*

PREVIOUS ACTION:

ISSUE SUMMARY:

Refer to agenda item 4.a for background on this agenda item.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. 2025-03 Resolution to Authorize Participation in the Preparation of a Cooperative Plan with the Town of Dunn

Resolution 2025-03
TO AUTHORIZE PARTICIPATION IN THE PREPARATION OF A
COOPERATIVE PLAN WITH THE TOWN OF DUNN

WHEREAS, the Town of Dunn, Dane County, Wisconsin (“the Town”), shares a common boundary with the Village of McFarland, Dane County, Wisconsin (“the Village”); and

WHEREAS, the Town and Village entered into an Intermunicipal Cooperation Agreement dated February 28, 2005, which is due to terminate at 11:59PM on December 31, 2025; and

WHEREAS, the Town and Village desire to enter into a new Cooperative Plan agreement pursuant to Wis. Stats. Sec. 66.0307 for the general purposes of guiding and accomplishing the coordinated, adjusted and harmonious development of the Town and the Village; and

WHEREAS, the Village Board of the Village of McFarland has determined that the best interests of the Village will be served by participating in the preparation of a new Cooperative Plan in accordance with Section 66.0307, Wis. Stats., governing territories within the Town of Dunn and the Village of McFarland.

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of McFarland that it intends to participate in the preparation of a new Cooperative Plan agreement with the Town of Dunn pursuant to Wis. Stats. Sec. 66.0307.

BE IT FURTHER RESOLVED by the Village Board of the Village of McFarland that the Village Clerk give written notice of this Resolution, within five (5) days after its adoption, to all of the following, as required by Wis. Stats. Sec. 66.0307(4):

1. Town of Dunn
2. Wisconsin Department of Administration; Wisconsin Department of Natural Resources; Wisconsin Department of Agriculture, Trade and Consumer Protection; and Wisconsin Department of Transportation.
3. Clerks of all municipalities, school districts, technical college districts, sewage districts or sanitary districts which has any part of its territory within 5 miles of the Town of Dunn.
4. Dane County Clerk.
5. Dane County Zoning and Land Regulation Committee; and
6. Capital Area Regional Planning Commission.

Adopted this 29th day of January, 2025

APPROVED:

Carolyn A. Clow
Village President

ATTEST:

Cassandra Suettinger
Deputy Administrator/Clerk

RESOLUTION # 2025-03	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Brandt –	Leamy –
Brassington –	Peña –
Clow –	Prill –
Fessler –	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

**VILLAGE OF
McFarland**
SUMMARY SHEET

MEETING DATE: Wednesday, January 29, 2025

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action on Town Board Resolution 2025-03: A Resolution Authorizing Participation in the Preparation of a Cooperative Boundary Agreement with the Village of McFarland.
(For Town Board action only)

PREVIOUS ACTION:

ISSUE SUMMARY:

Refer to agenda item 4.a for background on this agenda item.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. 2025-03 Resolution to Authorize Participation in the Preparation of a Cooperative Plan with the Village of McFarland

Resolution 2025-03
TO AUTHORIZE PARTICIPATION IN THE PREPARATION OF A
COOPERATIVE PLAN WITH THE VILLAGE OF MCFARLAND

WHEREAS, the Town of Dunn, Dane County, Wisconsin (“the Town”), shares a common boundary with the Village of McFarland, Dane County, Wisconsin (“the Village”); and

WHEREAS, the Town and Village entered into an Intermunicipal Cooperation Agreement dated February 28, 2005, which is due to terminate at 11:59PM on December 31, 2025; and

WHEREAS, the Town and Village desire to enter into a new Cooperative Plan agreement pursuant to Wis. Stats. Sec. 66.0307 for the general purposes of guiding and accomplishing the coordinated, adjusted and harmonious development of the Town and the Village; and

WHEREAS, the Town Board of the Town of Dunn has determined that the best interests of the Town will be served by participating in the preparation of a new Cooperative Plan in accordance with Section 66.0307, Wis. Stats., governing territories within the Town of Dunn and the Village of McFarland.

NOW THEREFORE, BE IT RESOLVED by the Town Board of the Town of Dunn that it intends to participate in the preparation of a new Cooperative Plan agreement with the Village of McFarland pursuant to Wis. Stats. Sec. 66.0307.

BE IT FURTHER RESOLVED by the Town Board of the Town of Dunn that the Town Clerk give written notice of this Resolution, within five (5) days after its adoption, to all of the following, as required by Wis. Stats. Sec. 66.0307(4):

1. Village of McFarland
2. Wisconsin Department of Administration; Wisconsin Department of Natural Resources; Wisconsin Department of Agriculture, Trade and Consumer Protection; and Wisconsin Department of Transportation.
3. Clerks of all municipalities, school districts, technical college districts, sewage districts or sanitary districts which has any part of its territory within 5 miles of the Town of Dunn.
4. Dane County Clerk.
5. Dane County Zoning and Land Regulation Committee; and
6. Capital Area Regional Planning Commission.

Adopted this 29th day of January, 2025

APPROVED:

Steven Greb
Town Chair

ATTEST:

Cathy Hasslinger
Town of Dunn Clerk Treasurer