

**COOPERATIVE PLAN BETWEEN
THE TOWN OF WESTPORT, CITIES OF MADISON AND MIDDLETON, AND
VILLAGES OF DEFOREST AND WAUNAKEE**

The Town of Westport (“**Westport**”), the Cities of Madison (“**Madison**”) and Middleton (“**Middleton**”), and the Villages of DeForest (“**DeForest**”) and Waunakee (“**Waunakee**”), all located within Dane County and collectively referred to as the “**Parties**”, hereby enter into this Cooperative Plan (the “**Plan**”) under the authority of Wis Stat. §66.0307.

Recitals

- A. Westport published a Notice of Intent to Circulate a Petition for Incorporation on September 20, 2024, filed its incorporation petition on October 4, 2024, and intends to incorporate as a village under Wis. Stat. §66.0203 as soon as permitted to do so. Exhibit 2 contains two maps. Exhibit 2.1 shows the current boundaries of Westport and the changes proposed by this Plan. Exhibit 2.2 shows the boundaries of Westport following incorporation and implementation of the boundaries made by this Plan, or such other boundaries as approved pursuant to Wis. Stat. §66.0203, so long as the incorporation is consistent with this Plan.
- B. The Parties have met several times to discuss the potential incorporation of Westport and any possible concerns that may stem from Westport’s incorporation.
- C. As a result of those meetings, the Parties have agreed to enter into this Plan.
- D. In accordance with Wis. Stat. §66.0307(2)(a) the Parties intend that specified boundary line changes shall occur during the planning period at the approximate dates set forth within this Plan.
- E. The Parties enter into this Plan for the purpose of establishing permanent boundaries and limiting extraterritorial zoning, land division, and official mapping controls once the Village of Westport is incorporated.

NOW, THEREFORE, in consideration of the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all Parties, the Parties enter into this Plan under the authority of Wis. Stat. § 66.0307 and on the following terms, and petition the State of Wisconsin Department of Administration for approval, in accordance with statutory procedures and time frames.

Section 1: Participating Municipalities.

This Cooperative Plan applies to Westport, Madison, Middleton, DeForest and Waunakee, located in Dane County, Wisconsin, which respective boundaries are shown on Exhibit 1.

Section 2: Contact Persons.

The following persons and their successors are authorized to speak for their respective municipalities regarding this Plan.

Town of Westport
Town Chairperson
John Cuccia
608-849-4372
chair@townofwestport.org

City of Madison
Director, Planning Division
Meagan Tuttle
(608) 266-5974
mtuttle@cityofmadison.com

City of Middleton
Mayor
Emily Kuhn
608-821-8350
mayor@cityofmiddleton.us

Village of DeForest
Village Administrator
Bill Chang
608-301-6659
changb@deforestwi.gov

Village of Waunakee
Village President
Kristin Runge
608-850-8500
krunge@waunakee.com

Section 3: Territory Subject to Plan.

The territory subject to this Plan is all the territory located in Town 8 North, Range 9 East in Dane County, Wisconsin as depicted on Exhibit 1.

Section 4: Purpose of the Plan.

The Plan is intended to achieve the general purpose described in Wis. Stat. §66.0307(3)(b), which is to guide and accomplish a coordinated, adjusted, and harmonious development of the territory covered by the Plan consistent with each existing participating municipality's

comprehensive plan. The Parties have further identified the following specific purposes of this Plan:

1. Eliminate Jurisdictional Islands. As a result of annexations of Westport territory over the years, numerous Westport town islands have been created within Madison, Middleton and Waunakee, which the parties agree should be transferred to Madison, Middleton and Waunakee, respectively upon incorporation. Westport agrees to transfer those areas to either Madison, Middleton or Waunakee, as appropriate, in order to eliminate the jurisdictional islands and facilitate efficient governance and provision of municipal services for the properties so transferred.
2. Provide Area for Growth. The incorporation of Westport would preclude further annexation of Westport territory into the other municipalities. The Parties have agreed to modify their respective boundaries in order to provide the potential for further growth and economic development of the other municipalities. This Plan is also intended to provide permanent open space to visually distinguish Westport and DeForest as recommended in Objective 3.1 of the 2017 Waunakee-Westport Cooperative Plan.
3. Eliminate Irregular Boundaries. As a result of annexations of Westport territory over the years, the municipal boundaries of Westport with the adjoining municipalities are irregular and inharmonious. The Parties have agreed to transfer areas set forth in the Plan in order to provide more harmonious boundaries and minimize the number of islands.
4. Support for Incorporation. Madison, Middleton, DeForest and Waunakee agree that they will not actively oppose Westport's incorporation, and all parties agree to waive any right to commence or maintain any action to contest or challenge the validity or enforceability of the incorporation so long as the incorporation is consistent with this Plan, provided this Plan has been approved pursuant to Wis. Stat. §66.0307(5) prior to the time established for a request for hearing under Wis. Stat. §66.0203(9)(b).
5. Reduce Intergovernmental Competition. The Plan was developed in recognition of the multiple jurisdictions with an interest in the cooperative boundary area. This Plan will allow the Parties to move forward in planning for the delivery of services to their respective areas so that there will not be competition between the Parties, property owners, and developers.

Section 5: Consistency with Comprehensive Plans.

1. All of the Parties maintain a Comprehensive Plan developed under Wis. Stat. §66.1001 entitled, with each's last update date, as follows:
 - a. Westport - Waunakee-Westport Joint Comprehensive Plan 2017
 - b. Madison - City of Madison Comprehensive Plan, Amended Sept. 10, 2024

- c. Middleton - City of Middleton Comprehensive Plan 2023
 - d. DeForest - Village of DeForest Comprehensive Plan 2023
2. This Plan is consistent with the Parties' respective comprehensive plans as evidenced by the following:
- a. Consistency with the Waunakee-Westport Joint Comprehensive Plan 2017.
 - i. The Waunakee-Westport Joint Comprehensive Plan includes an intent to “ensure community separation between the urbanized portions of the Waunakee-Westport community and neighboring municipalities”. This Plan facilitates that intent by transferring land from Waunakee to Westport to increase community separation in an area where Madison, Waunakee and Westport would otherwise have boundaries less than ¼ mile from one another. The separation between Waunakee and Madison increases to 1.5 miles because of this Plan.
 - ii. The Waunakee-Westport Joint Comprehensive Plan expresses an intent to “consider the adoption of boundary agreements with neighboring jurisdictions. Waunakee will consider agreements with the Towns of Vienna and Springfield. Westport will consider an agreement with the Village of DeForest.” This Plan comprises cooperative boundary components between Westport and its four adjoining municipalities. Each of these components provide for the transfer of land from Westport to the respective jurisdictions. The scope of each of the transfers was negotiated with each jurisdiction to strike a balance between providing for the growth needs of the municipality while protecting the integrity of Westport’s boundary.
 - b. Consistency with the City of Madison Comprehensive Plan 2024.
 - i. Madison’s comprehensive plan indicates an intent to “[w]ork with area municipalities and regional entities to preserve long-term options for efficient City expansion”. Actions to implement that strategy include “meet with area municipalities to share and discuss community goals and growth plans,” and “continue to enter into intergovernmental agreements with neighboring municipalities when it is beneficial to do so.” This Plan transfers land along the shared boundary between Madison and Westport from Westport to Madison. The scope of the transfer was negotiated and meets the Comprehensive Plan’s desire to avoid land use and annexation conflicts while establishing a long-term boundary.
 - ii. A goal stated in Madison’s comprehensive plan is to “[p]ursue improvements to transit service in peripheral areas and adjacent municipalities”. Westport’s comprehensive plan has a similar goal to “collaborate with neighboring

jurisdictions to connect regional bike paths. ... Coordinate the planning of mass transit and alternative transportation modes between neighboring jurisdictions”. Section 7 of the Plan commits the Parties to work together in good faith to address regional transportation issues, including with respect to transit and regional paths.

c. Consistency with the City Of Middleton Comprehensive Plan 2023.

- i. Middleton’s comprehensive plan states the “City of Middleton will continue to implement existing intergovernmental agreements with surrounding communities and will work collaboratively on future municipal boundary changes, sewer service areas, extraterritorial decisions, and planning”. This Plan transfers land from Westport to Middleton to provide future growth areas for Middleton. The scope and timing of the transfers was negotiated to meet the growth needs of Middleton while protecting the territorial integrity of Westport.
- ii. Westport’s comprehensive plan encourages the Town to evaluate the use of intergovernmental service agreements in situations where new or existing development in one jurisdiction may be most efficiently and cost-effectively served by another municipality’s facilities. This Plan was initiated in the context of the incorporation of the Town of Westport as the Village of Westport and to cooperatively set the boundaries with each of the four municipalities adjacent to Westport.

d. Consistency with the Village of DeForest Comprehensive Plan 2023.

- i. The DeForest comprehensive plan states an intent to “consider new intergovernmental boundary and land use agreements with Westport. The northeast corner of the Town of Westport is within DeForest’s extraterritorial land division review jurisdiction and includes an area suggested in DeForest’s plan for its future expansion. This area is west of the Village’s successful Tax Incremental District #8 economic development area and the Yahara River corridor. This Plan is the result of discussions between DeForest and Westport to ensure DeForest has sufficient land to grow in the northeast corner of Westport and there remains a sense of separation between the two municipalities. The scope of the boundary change was negotiated between the parties and strikes a balance between the growth needs of DeForest and the territorial integrity of Westport.
- ii. The Westport comprehensive plan states an intent to “consider an intergovernmental agreement with the Village of DeForest.” This Plan was negotiated by Westport and its four adjoining municipalities, including DeForest. Each of the four components of the Plan provides for the transfer of land from Westport to the respective jurisdiction. The scope of each of the transfers was negotiated with each jurisdiction and strikes a balance between

providing for the growth needs of the municipality while protecting the integrity of Westport's boundary.

- iii. The DeForest comprehensive plan identifies, as one of its objectives, to “[p]rotect and preserve environmental corridors given their multiple benefits to flood control, scenic beauty, recreation, public health, and wildlife habitat,” and establishes a policy to “Assist nearby municipalities in their efforts to protect large tracts of farmland for long-term agricultural production, in mutually agreed areas, such as Agricultural Preservation Areas on Map 5-1 and other areas so identified in the Dane County Farmland Preservation Plan, and to manage stormwater and sediment from such tracts” and as another policy to “[m]aintain a sense of separation between the DeForest-Windsor area and Madison, Waunakee, and Sun Prairie.” The referenced Map 5-1 identifies much of the undeveloped land in the northeast quadrant of Westport as a farmland preservation area. Much of the land closest to DeForest is encumbered by conservation easements or is governmentally owned. This Plan includes provisions allowing for cooperation in preserving agricultural and other undeveloped lands in that area and establishing permanent open space creating visual community separation.

Section 6: Boundaries.

1. Identification of Boundary Changes, Conditions Before Boundary Change, and Schedule. Consistent with section 66.0307(5)(c)5, the boundary changes proposed in this Section reduce the arbitrariness of the boundaries, render them more compact, take into account natural terrain, eliminate Westport islands, and eliminate Madison owned parcels within Westport; all of which will render the provision of municipal services more efficient. The boundaries reflected in the exhibits to this Plan are intended to follow parcel lines existing at the time this Plan is fully executed.
 - a. Madison. Madison and Westport's long-term boundary and attachment areas subject to the Plan are depicted on Exhibit 3. The boundary will be adjusted as follows:
 - i. The areas designated on Exhibit 3 as Areas MAD1, MAD2, MAD3, and MAD4 will be detached from Westport and attached to Madison upon completion of the incorporation of Westport.
 - b. Middleton. Middleton and Westport's long-term boundary and attachment areas subject to the Plan are depicted on Exhibit 4. The boundary will be adjusted as follows:
 - i. The following areas will be detached from Westport and attached to Middleton upon completion of the incorporation of Westport:

1. Area M4;
 2. Area M5; and
 3. Area M6.
- ii. The areas designated as Areas M1, M2 and M3 will be detached from Westport and attached to Middleton, on a parcel by parcel basis, upon the completion of the incorporation of Westport and the subsequent conveyance of each respective parcel to a person or entity other than the owner of record as of the date prior to incorporation.
- c. DeForest. DeForest and Westport's long-term boundary and attachment areas subject to the Plan are depicted on Exhibit 5. The boundary will be adjusted as follows:
 - i. The areas designated as Area D1 will be detached from Westport and attached to DeForest upon completion of the incorporation of Westport.
 - d. Waunakee. Waunakee and Westport's long-term boundary and attachment areas subject to the Plan are depicted on Exhibit 6. The boundary will be adjusted as follows:
 - i. The following areas will be detached from Westport and attached to Waunakee upon completion of the incorporation of Westport:
 1. Those portions of Areas W1 and W6 shown in yellow;
 2. Areas W2, W7, W8, W9, and W12, all shown in yellow.
 - ii. The following area areas will be detached from Westport and attached to Waunakee, on a parcel by parcel basis, upon the completion of the incorporation of Westport, and the earlier of (1) the subsequent conveyance of each respective parcel to a person or entity other than the owner of record as of the date immediately prior to incorporation, or (2) the expiration of 20 years after the date of incorporation, or (3) the owner of record requests or consents to such detachment/attachment:
 1. Those portions of Areas W1 and W6 shown in red;
 2. Areas W3, W10 and W11.

Should Westport receive an application for a change of use with regard to any parcel within any of the areas identified in this subsection d.ii., Westport shall not approve the application for a change in use unless that change in use is approved by Waunakee. Should Westport receive a request to rezone any parcel within any of the areas identified in this subsection d.ii., Waunakee may attach said parcel to Waunakee at such time provided the incorporation of Westport has been completed.

For the areas described in this Section d.ii., there are adjacent properties owned by the same owners, whereby one of the properties contains a residence (the “Residential Property”) and an adjacent property is vacant (or, at minimum, does not contain a residence) (the “Vacant Property”). For avoidance of doubt, Waunakee and Westport agree that if either the Residential Property or the Vacant Property satisfies the criteria under (1), (2), or (3) immediately above, such that the property is to be detached from Westport and become a part of Waunakee, both the Residential Property and the Vacant Property shall be detached from Westport and become a part of Waunakee at the same time (that is, when the criteria under (1), (2), or (3) is satisfied).

- iii. The areas designated on Exhibit 6 as Area W4 and as Area W5, will be detached from Waunakee and attached to Westport upon completion of the incorporation of Westport.
- iv. With respect to Area W9, Waunakee shall pay Westport annually for a period of five years an amount equal to the amount of property taxes that Westport levied on said Area W9 in the year in which the detachment is final, in the manner as set forth in section 66.0217(14), Wis. Stats., as if Area W9 had been annexed to Waunakee. Notwithstanding the prior sentence, in the event the property owner of Area W9 relocates its operations to another location after the detachment is final, then Waunakee shall not be required to make any further payments to Westport.
- e. Westport. For the duration of the Planning Period (defined in Section 9), Westport shall not annex, or impose any land division or land use controls (including any interim regulations) on lands within the Town of Burke that are subject to an existing cooperative plan entitled “Final Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan” dated January 5, 2007 and approved by the Wisconsin Department of Administration on May 4, 2007. Promptly following the effective date of its incorporation, Westport shall adopt and record a resolution pursuant to §236.10(5), Wis. Stats. waiving its extraterritorial land division authority to the extent provided in this paragraph, and shall not thereafter rescind the resolution prior to the expiration of the Planning Period.

2. Procedure for Detachments/Attachments.

- a. Attachment Ordinances. All attachments authorized under par. 1 may be effectuated by the attaching municipality, without review or approval of the detaching municipality, and without review and recommendation by the attaching Village or City Plan Commission or any other sub-unit of the attaching Village or City, by the enactment of one or more attachment ordinances by a majority vote of its Village Board or Common Council. Territory included in an attachment will be attached to the respective Village or City, effective at 12:01 a.m., on the next

Monday after adoption of the respective attachment ordinance, unless a different date is specified therein. The attachment ordinances may designate a temporary zoning classification for each parcel.

3. Filing and Recording. Following enactment of each such attachment ordinance, the respective Village or City Clerk shall promptly file, record and send copies of the same, in accordance with §66.0217(9)(a), Wis. Stats, as incorporated by §66.0307(10). Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one.
4. Highways.

The highways and right-of-way subject to this Plan are depicted on the Exhibits hereto, and include the following State and County highways:

Wis 113
Wis 19
CTH I
CTH Q
CTH M

When attaching territory under this Plan, the attachment will include any adjoining highway right-of-way to the center line, unless otherwise expressly agreed to by the detaching municipality and the attaching municipality. All public rights of way shown on the exhibits are intended to transfer to the attaching municipality if the parcels on each side of the right of way are transferred. In the event the parcels on either side of a right of way are within different jurisdictions after such transfer, those portions of the right of way are intended to be treated as boundary roads with the municipal boundary running along the centerline of the right of way. Notwithstanding the foregoing, the entire width of that portion of River Road north of Dane County Tax Parcel No. 066/0809-014-8295-9 shall be attached to DeForest and that portion in front of and south of said parcel will remain entirely in Westport.

5. Community Separation: Westport-DeForest. The Parties recognize the benefits of maintaining their own separate identities as municipal entities and the benefits to each party of maintaining a visible separation between them. By way of example, the Waunakee-Westport Comprehensive Plan contains policies including the following:

Preserve as permanent open space key parcels that would ensure community separation between the urbanized portions of the Waunakee-Westport community and neighboring municipalities. Agriculture is the primary preferred use in any open space areas that could otherwise be developed, though natural area restoration and passive recreation are also acceptable.

Westport and other entities have acquired conservation easements and fee title over lands near the DeForest boundary as will be established by this Plan. To assure the permanent maintenance of community separation, Westport will, unless otherwise approved by DeForest:

- a. Promptly upon approval of incorporation, partially assign its rights under all conservation easements held by Westport in Sections 1 and 2 of T8N, R9E (hereinafter the "Preservation Area") such that the Village will have the right to enforce the easements on the same terms and conditions as Westport;
- b. Maintain, during the term of this Plan, comprehensive plan and zoning designations and land use policies on the lands located in the Preservation Area consistent with the Future Land Use designations and related policies in the 2017 Westport-Waunakee Joint Comprehensive Plan, including but not limited to the maximum residential density policies for the Preservation Area;
- c. Prohibit within the Preservation Area any ethanol plant, rendering plant, commercial slaughterhouse, mineral extraction operation, asphalt or concrete batch plant, fertilizer mixing or blending plant, any use predominately focused on agricultural trucking, dead stock hauling or disposal service, stock yard or livestock auction facility.
- d. Portions of Wis 19 and River Road are located within the Preservation Area. Westport and DeForest contemplate these will be improved and/or expanded in the future. The provisions of this Section 6.5 shall not be interpreted to preclude or limit either Westport or DeForest from undertaking such improvement or expansion.

Section 7: Services.

1. Services to Be Provided to the Territory Covered By The Plan.
 - a. Unless specifically agreed to by and between Parties to this Agreement, each of the Parties will be responsible for providing municipal services within its own boundaries, including after attachment. That is, this Plan contemplates no shared services other than those specifically described herein or otherwise approved by the parties through other intergovernmental agreements. Each of the Parties will continue to provide necessary municipal services to the areas within their boundaries to the same extent provided prior to implementation of this Plan.
 - b. Notwithstanding any other provisions, Waunakee and Westport agree and acknowledge that the provision of sanitary sewer service to properties north of State Highway 19 and west of County Highway I is necessarily dependent on the location of the sanitary sewer facilities located within Area W2.
2. Schedule For Delivery of Services.

- a. Services to be provided to areas to be detached from one Party to another shall commence upon attachment of the individual area to the acquiring Party, subject to the acquiring Party's normal regulations and policies regarding utility extensions.
3. Future Cooperation.
- a. Transportation. The Parties will work together in good faith to address regional transportation issues, including possible expansion of transit service from Madison and the development of other alternative transportation options and regional paths to serve the Parties and the region.
 - b. Stormwater and Water Quality. Regional stormwater and water quality issues are of importance to all the Parties, and the region itself. As necessary, the Parties will work together in good faith to address such issues to ensure that the stormwater and water quality needs and interests of the Parties and others in the region are addressed as the Plan area is developed.

Section 8: Compatibility with Existing Law.

This Plan is consistent with current state and federal law, shoreland zoning ordinances, municipal regulations, and administrative rules that apply to the Parties. This Plan will be interpreted consistent with applicable law, and it acknowledges that other sources of law may supersede the Plan. The intent of the Plan is to avoid conflict with any applicable law.

Section 9: Planning Period.

This Plan shall take effect upon its approval by the Department of Administration and the incorporation of the Village of Westport. The planning period shall continue for fifty (50) years following the date of Department of Administration approval, or the date upon which all lands to be transferred from one party to another under this Agreement are completed, whichever is later.

Section 10: Zoning Agreements.

The Plan does not include any zoning agreements under section 66.0307(7m) because while the Town of Westport is a party to this Plan, the Plan will not take effect unless it completes its planned incorporation. Upon the incorporation of Westport, there would be no Town of Westport territory remaining within this Plan.

All cooperative boundary agreements between Westport and either Middleton, Madison, DeForest, or Waunakee, other than this Plan, shall terminate upon incorporation.

Section 11: Dispute Resolution.

All disputes over the interpretation, application or enforceability of this Agreement shall be resolved according to the following dispute resolution procedures:

1. If the dispute cannot be resolved by the personnel directly involved, the Parties will consider the following mediation process before commencing formal legal action:
 - a. Each Party to the dispute, and any other Party wishing to participate, will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - b. Either representative may request the assistance of a qualified mediator. If the Parties cannot agree on the qualified mediator within five days of the request for a mediator, a qualified mediator will be appointed by the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration, or his or her successor.
 - c. The mediation session shall take place within 30 days of the appointment of the respective representative designated by the parties, or the designation of a mediator, whichever occurs last.
 - d. In the event that a mediator is used, each Party shall provide the mediator with a brief confidential memorandum setting forth its position with regard to the issues that need to be resolved at least 10 days prior to the first scheduled mediation session. The Parties will also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require the Parties to supplement such information.
 - e. The mediator does not have authority to impose a settlement upon the Parties but will attempt to help the Parties reach a satisfactory resolution of their dispute. To the extent authorized by law, the mediation session(s) are private. The Parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of all the Parties and with the consent of the mediator. The Parties shall maintain the confidentiality of the mediation to the extent permitted by law and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding, views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute, or admissions made by the other party in the course of mediation proceedings.
 - f. The expenses of a mediator, if any, shall be borne equally by the Parties who participate in the mediation.
2. If unresolved after (a) above, any Party may seek a judicial determination of the matter by the filing of an action in the Circuit Court of Dane County, State of Wisconsin according to statute.

Section 12: Severability.

The provisions of this Plan are severable. In the event that any provision is held to be invalid or unconstitutional, or if the application of any provision to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the other provisions or application of the Plan, which can be given lawful effect without the invalid or unconstitutional provisions or application.

Section 13: Authorizing Resolutions, Notices, Cooperative Plan Adopting Resolutions, and Record of Public Participation.

1. Initial Authorizing Resolutions. The Resolutions of the Parties that authorized participation in the preparation of this Cooperative Plan are attached as Exhibit 7.
2. Affidavits of Mailing. The Affidavits of the Parties attesting to the mailing of the authorizing resolutions as required pursuant to Wis. Stat. § 66.0307(4)(a), are attached as Exhibit 8.
3. Affidavits of Publication. The Affidavits of publication of the Notice of Joint Public Hearing are attached as Exhibit 9.
4. Record of Public Participation and Comment. The public comments received are included in the attached Exhibit 10.
5. Resolutions Adopting the Cooperative Plan and Authorizing Submittal of Plan to the State. The Resolutions of the Parties that adopt the final version of the Plan and authorize it to be submitted to the State of Wisconsin Department of Administration for approval are attached as Exhibit 11.

Section 14: Miscellaneous.

1. No Third-Party Beneficiary. This Plan is intended to be solely between the Parties. There are no intended third-party beneficiaries of this Plan. Nothing in this Plan shall be interpreted as giving to any person or entity not a party to this Plan any legal or equitable right whatsoever.
2. Administration. This Plan shall be administered on behalf of each party by that party's representative identified in section 2 above, or the successor to that office. The Parties may change their representative at any time by giving written notice to the other Parties.
3. Further Acts. The Parties agree to take any further actions and execute such further documents as are necessary to accomplish the actions contemplated by this Plan.
4. Third-Party Actions. In the event of a court action by a third party challenging the validity or enforceability of this Plan, the Parties shall cooperate in the defense of this Plan. If only one Party is named in the relevant action, any other Party may seek to

intervene and the named Party will support such intervention. No settlement of any action is permitted without the approval of the governing bodies of all Parties affected by the proposed settlement.

5. References. Any reference to a particular agency, organization, municipality or official shall be interpreted as applying to any successor agency, organization, municipality or official to which the contemplated functions are transferred. Except as expressly stated otherwise, any reference in this Plan to a particular ordinance or statute shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.
6. 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. Each person signing this Plan represents and warrants that he or she is duly authorized to do so.
7. Amendment. The procedure for amending this Plan shall be that as set forth in Wis. Stat. §66.0307(8). Any two or more parties may, however, enter into further agreements pursuant to Wis. Stat. §66.0301(6) to make minor modifications to their mutual boundaries to consolidate parcels in common ownership into the same municipality, to change jurisdiction over highways, or to otherwise accommodate their mutual interests or the interests of individual property owners.
8. Continued Enforceability. The enforceability of this Plan will not be affected by statutory amendments, changes in the firms of governments of the Parties, or changes in the elected officials of the Parties. This Plan shall be construed to be binding upon the Parties' respective successors, agents and employees, including any successor Village incorporated from Town of Westport territory.
9. Entire Agreement. Entire Agreement. The entire agreement of the Parties is contained in this Cooperative Plan and it supersedes any and all oral representations and negotiations between the municipalities on the subject matter covered herein.
10. Non-Discrimination. In the performance of any services under this Plan, the Parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on this Plan because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
11. Counterparts. This Plan may be signed in one or more counterparts, each of which, taken together, shall be deemed the same document. Furthermore, facsimile and digital pdf signatures constitute the same as an original signature.

SIGNATURE PAGES IMMEDIATELY FOLLOW

IN WITNESS THEREOF, the Parties certify that this Plan has been duly approved by their respective governing bodies in accordance with all applicable state and local laws, regulations and ordinances, and that each party has caused their duly authorized officers to execute this Plan.

Dated as of the last date of signature below.

TOWN OF WESTPORT

By: _____
John Cuccia, Town Chairman

Date

Attest: _____
Dean Grosskopf, Administrator/Clerk-Treasurer

Date

CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Lydia A. McComas, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by City of Madison was authorized by Resolution Enactment No. RES-__-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 202__.

CITY OF MIDDLETON

By: _____
Emily Kuhn, Mayor

Date

Attest: _____
Lori Burns, City Clerk

Date

VILLAGE OF DEFOREST

By: _____
_____, Village President

Date

Attest: _____
Callista Lundgren, Village Clerk

Date

VILLAGE OF WAUNAKEE

By: _____
Kristin Runge, Village President

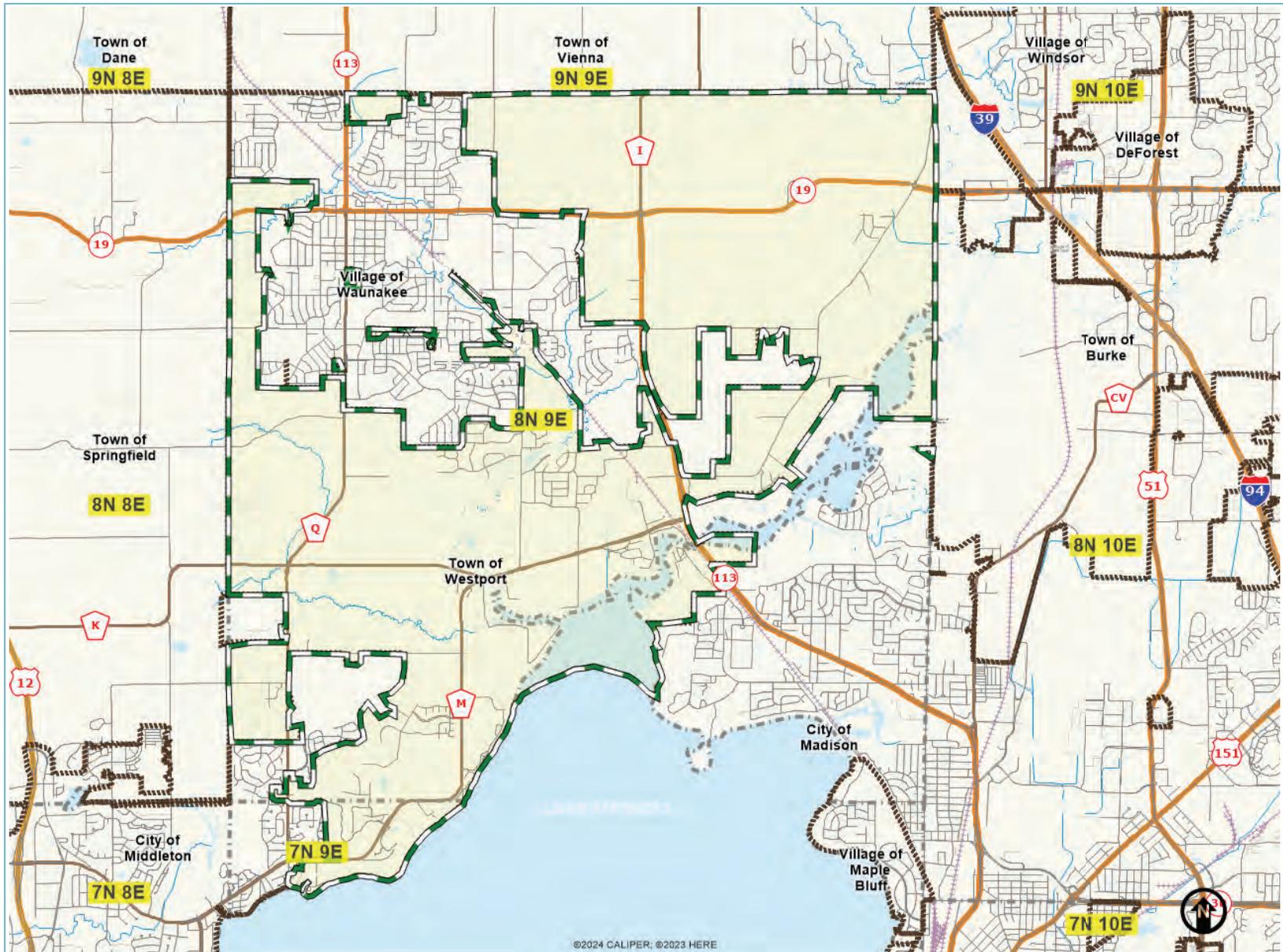
Date

Attest: _____
Karla Endres, Village Clerk

Date

EXHIBIT 1

Map showing existing Town territory (all of T8N, R9E)



©2024 CALIPER; ©2023 HERE

Westport Cooperative Boundary Agreement

Exhibit 1 Territory Subject to Plan

February 8, 2026

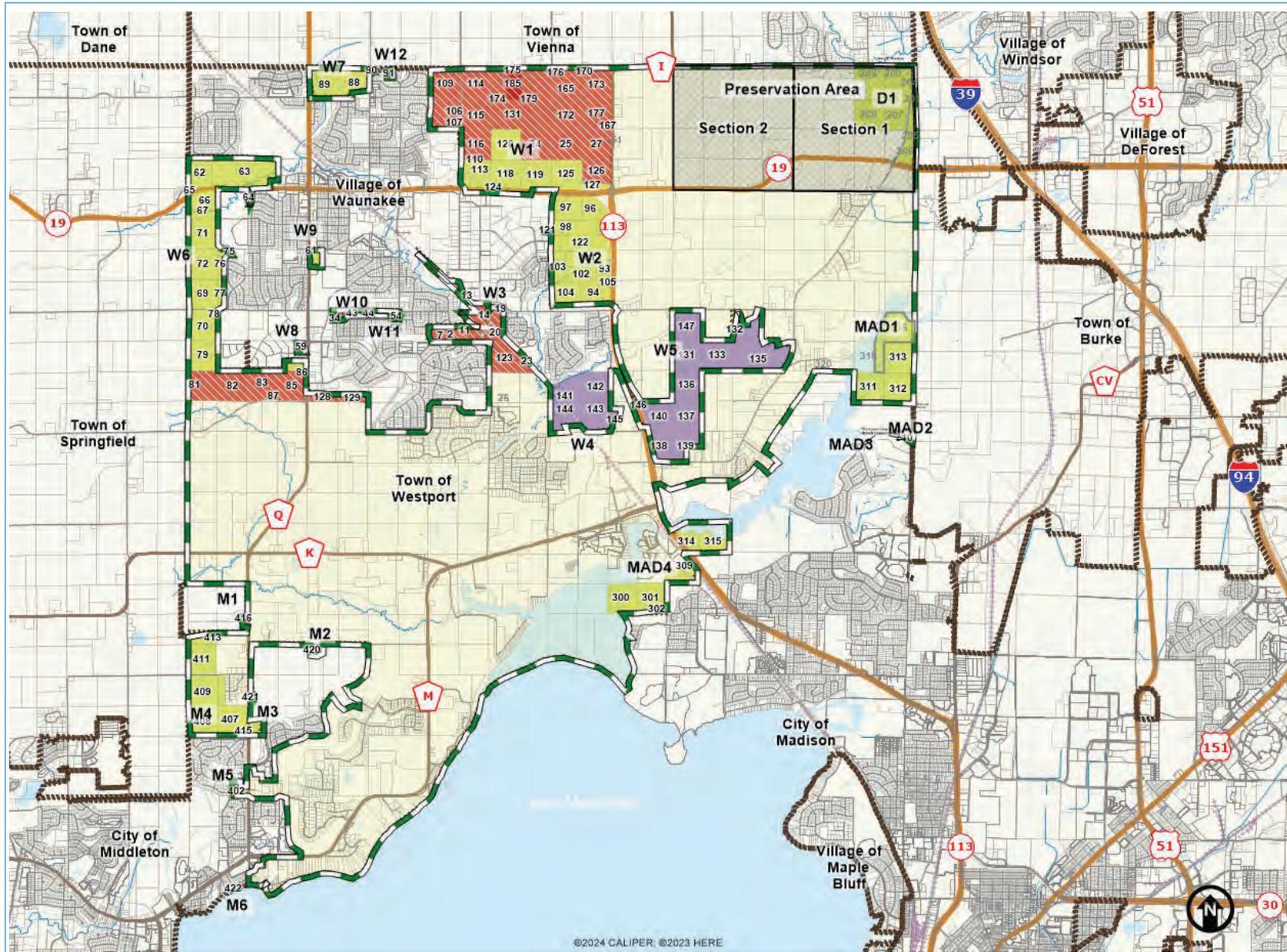


Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.



EXHIBIT 2

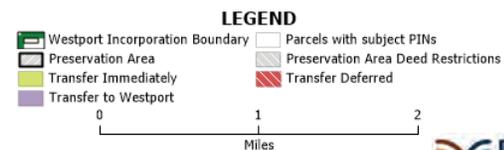
Maps showing future Westport-Post Boundary
Changes



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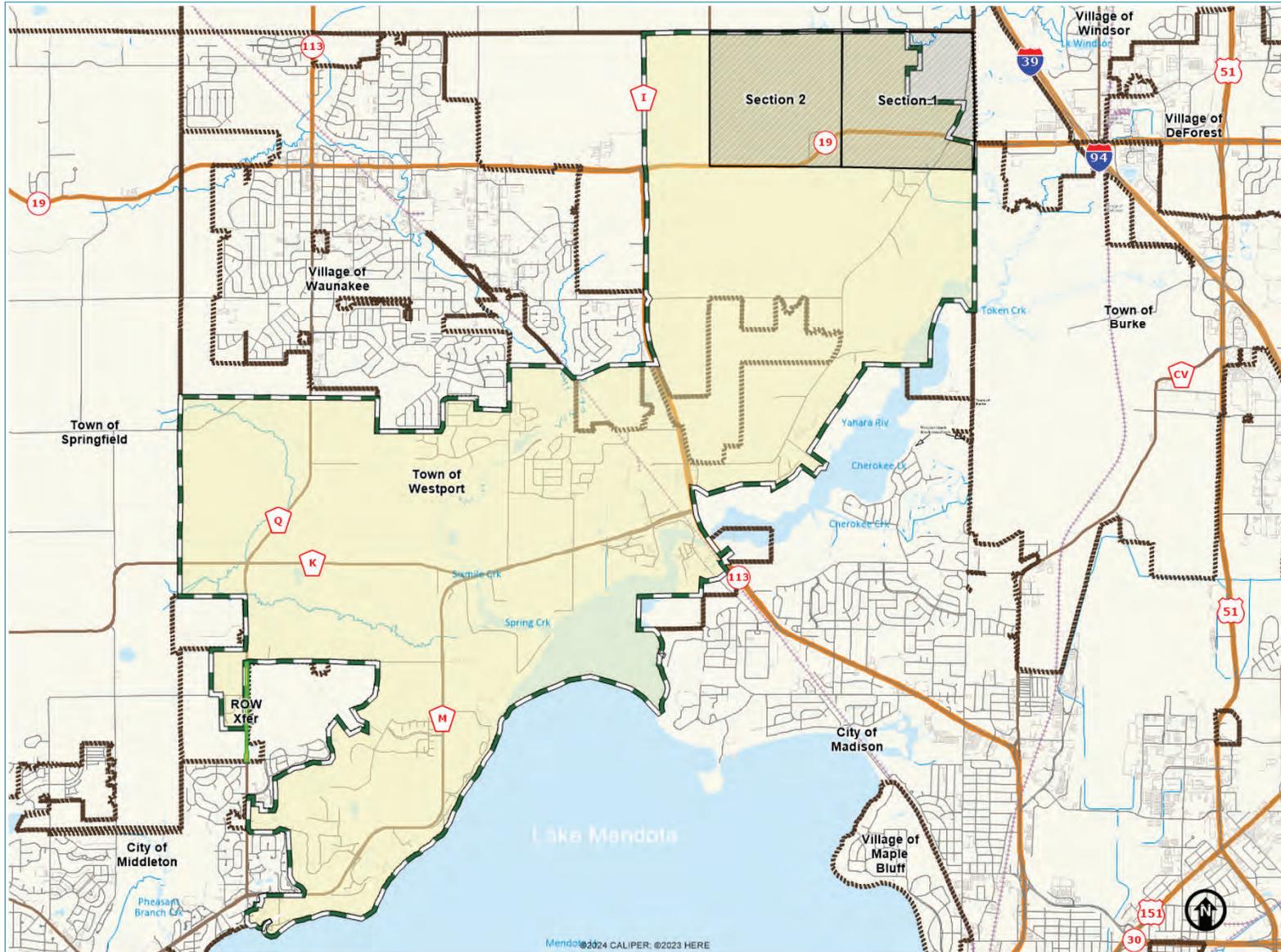
Westport Cooperative Boundary Agreement Exhibit 2.1 Proposed Changes Post-Incorporation

February 10, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.





Westport Cooperative Boundary Agreement

Exhibit 2.2 Westport Future Boundary

February 11, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Becker Professional Services.

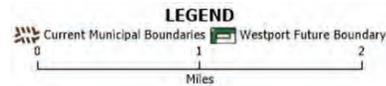
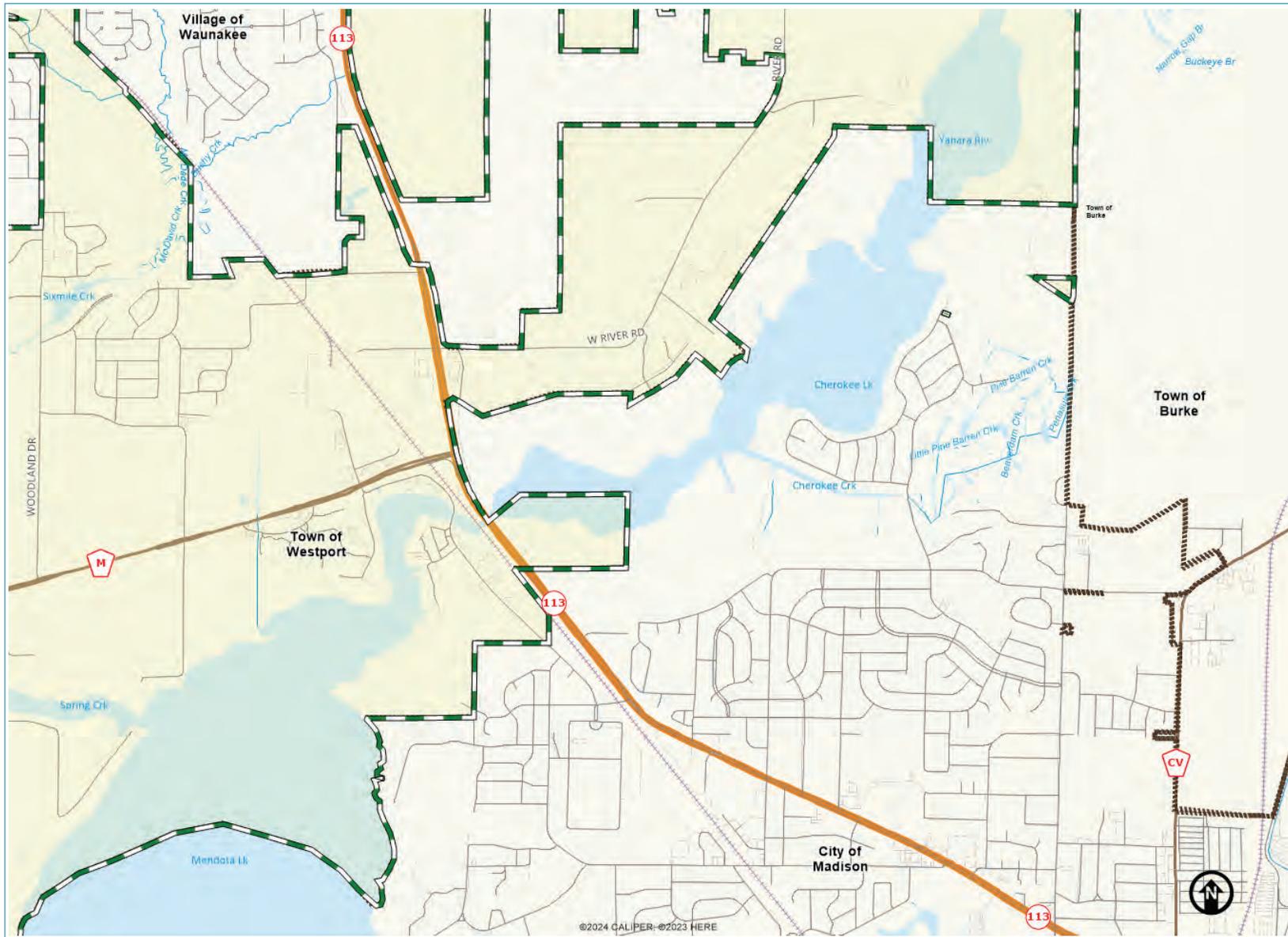


EXHIBIT 3

Madison-Westport Long-term Boundary and Plan Attachment Areas
(Followed by specific maps)

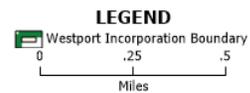


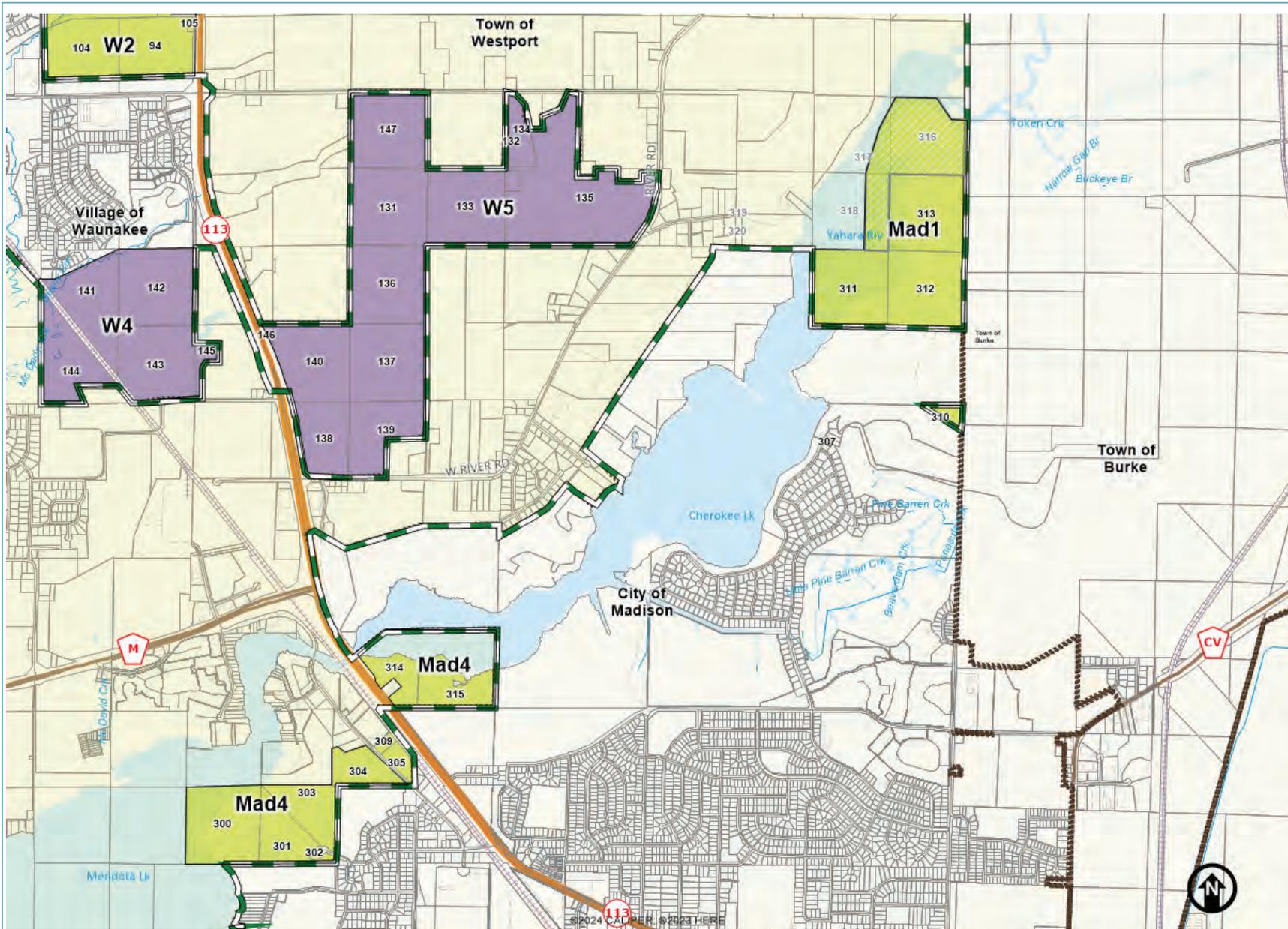
Westport Cooperative Boundary Agreement Exhibit 3.0 Madison Current Boundary

February 8, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Becker Professional Services.



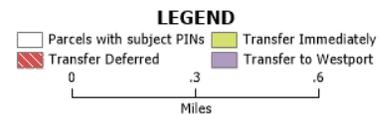


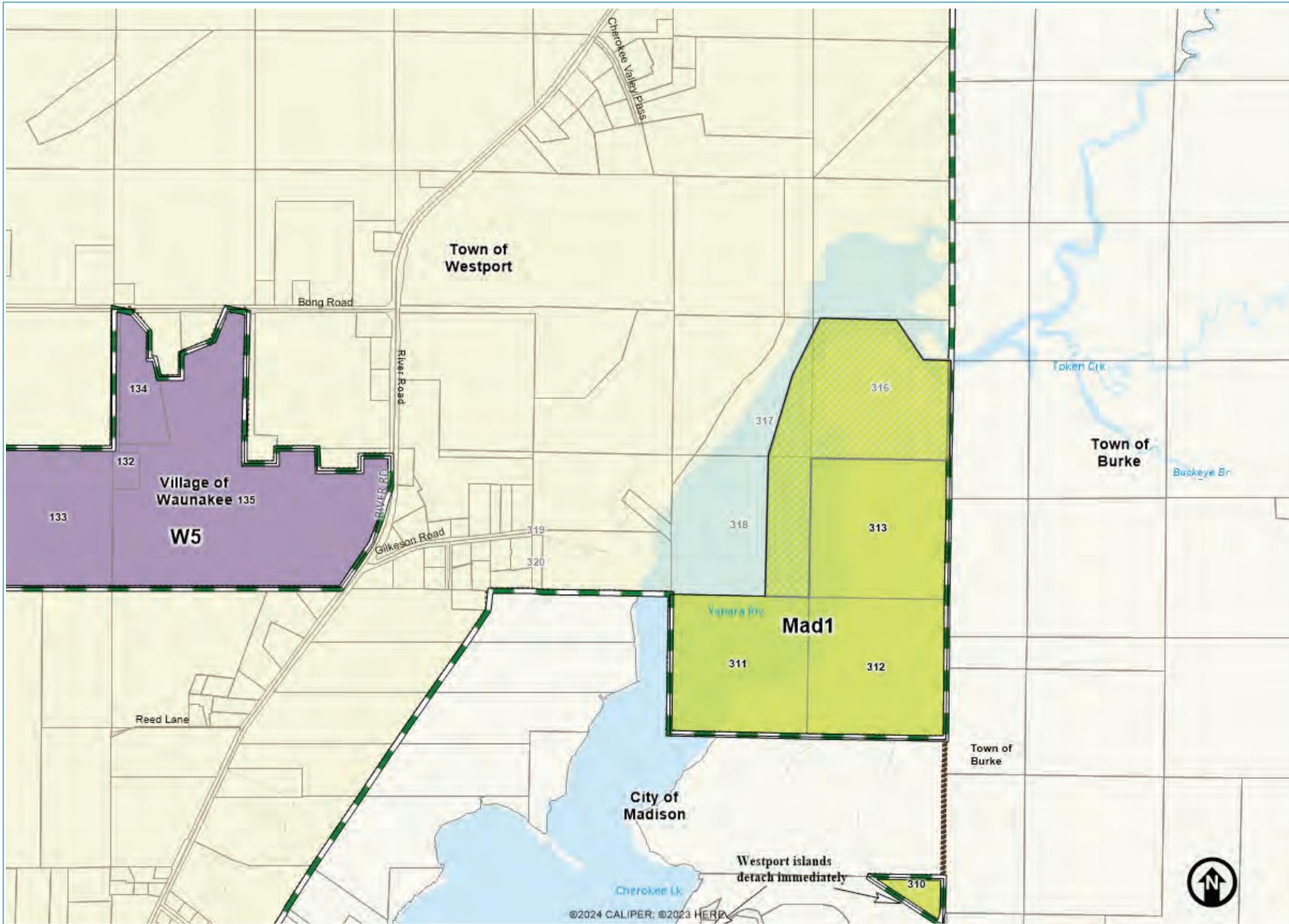
Westport Cooperative Boundary Agreement Exhibit 3.1 Madison Proposed Boundary Changes

February 9, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Becker Professional Services.





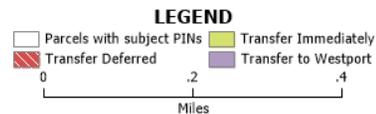
Westport Cooperative Boundary Agreement

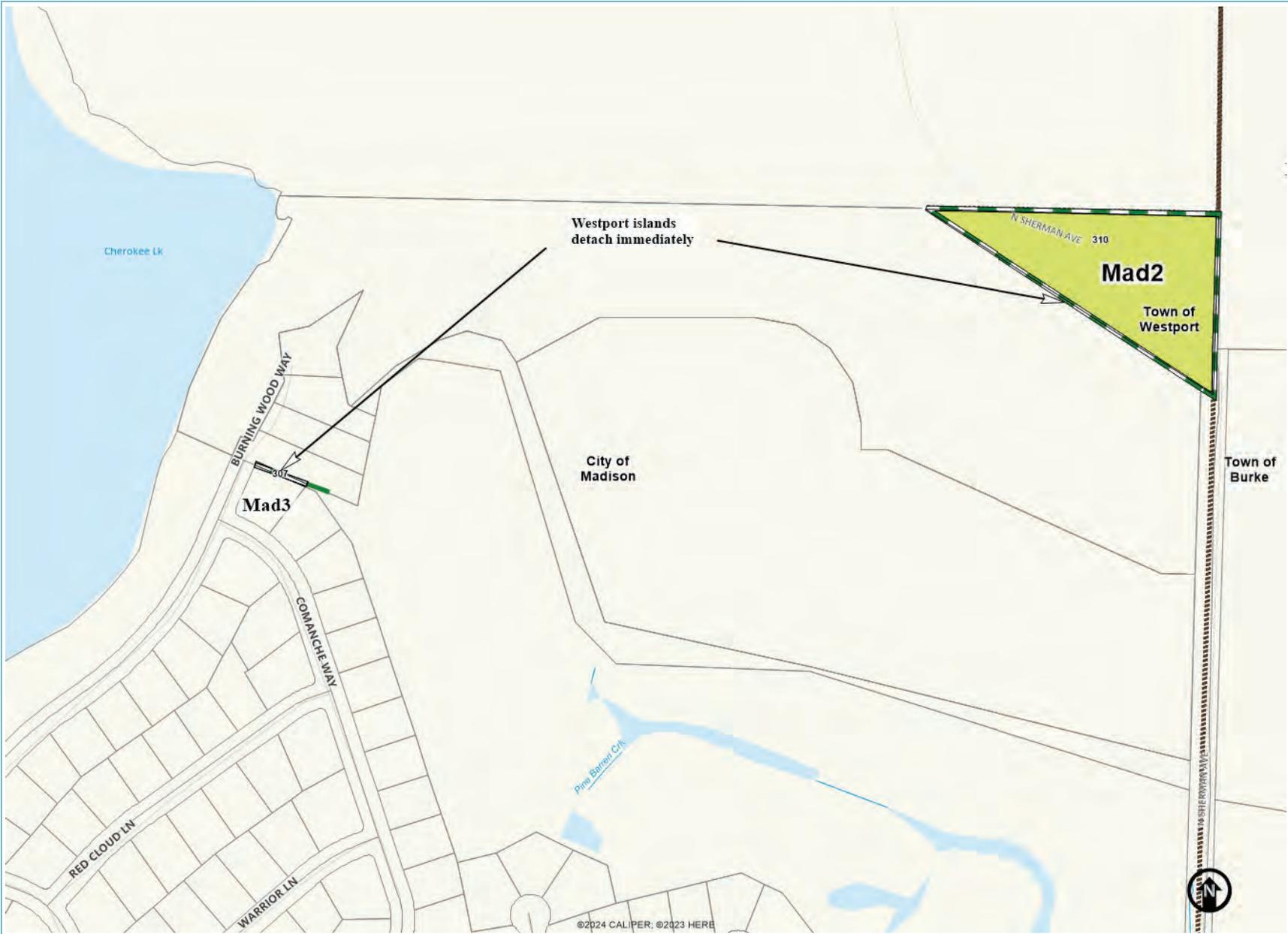
Exhibit 3.2 Madison Area MAD1

February 9, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Becker Professional Services.





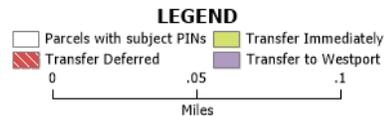
Westport Cooperative Boundary Agreement

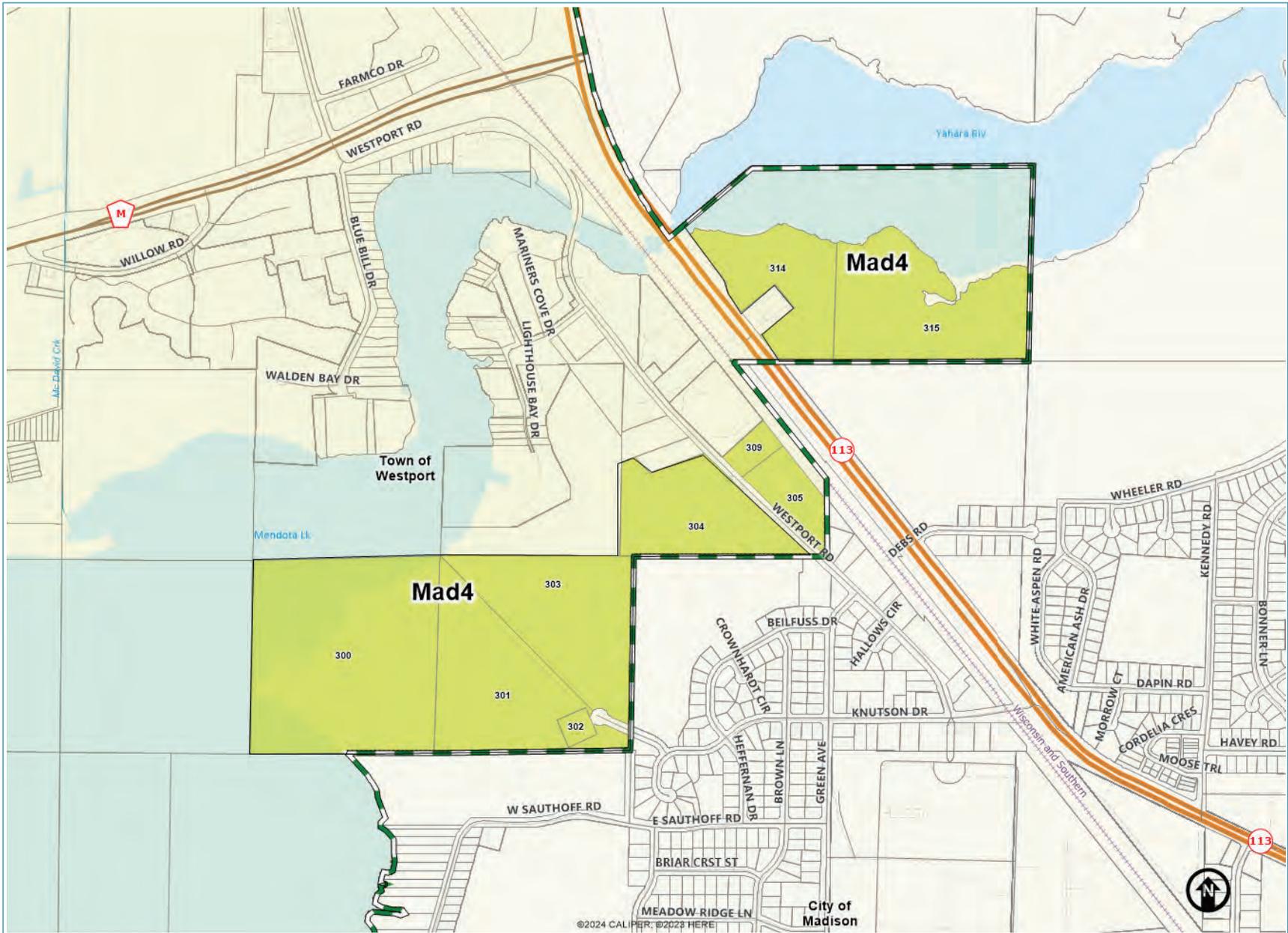
Exhibit 3.3 Madison Areas MAD2 & MAD3

February 8, 2026



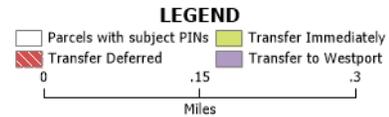
Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Becker Professional Services.

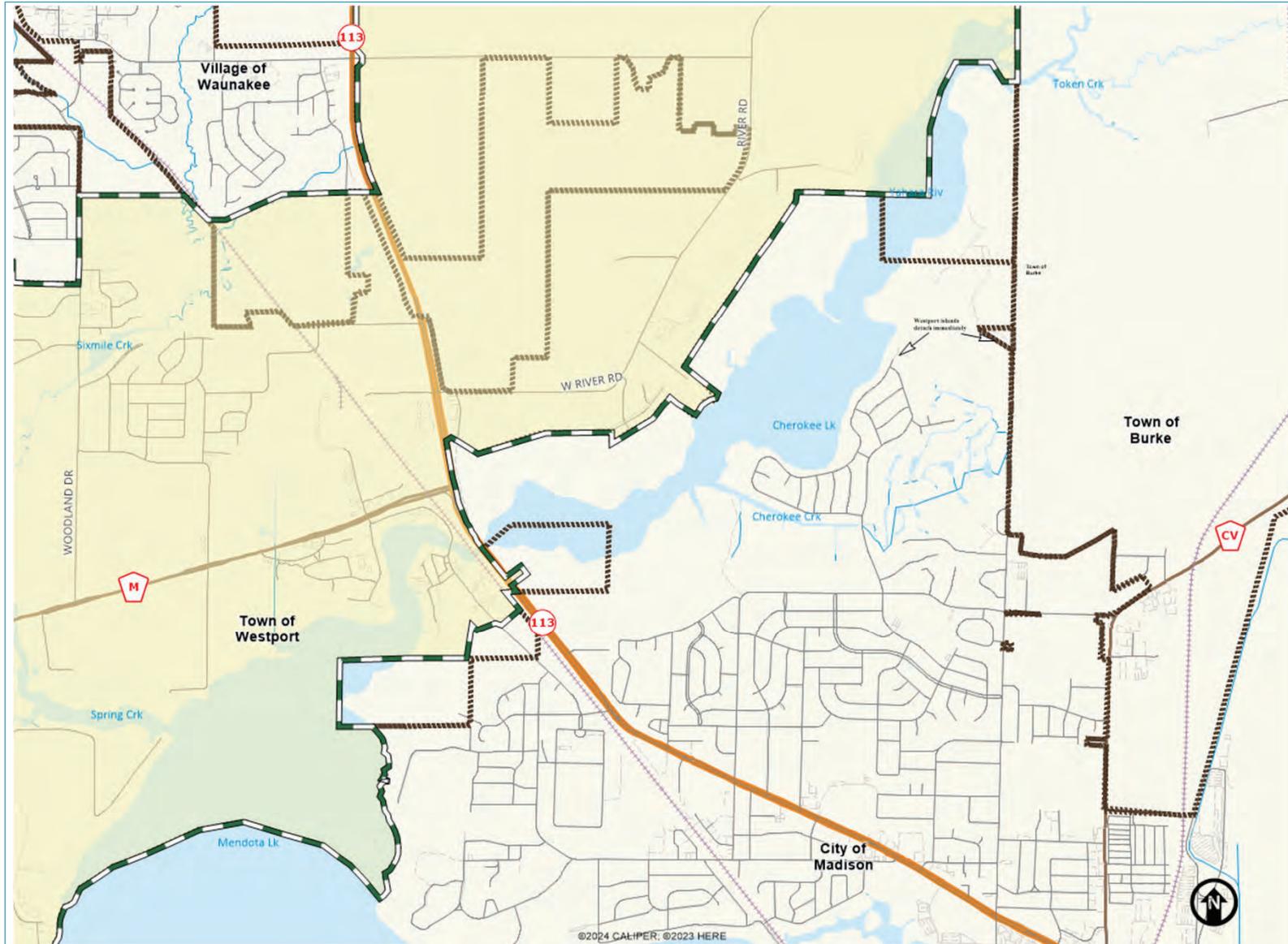




Westport Cooperative Boundary Agreement Exhibit 3.4 Madison Area MAD4

February 8, 2026





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February 11, 2026

Westport Cooperative Boundary Agreement

Exhibit 3.5 Madison Future Boundary



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Becker Professional Services.

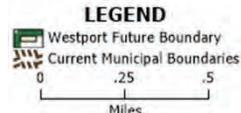
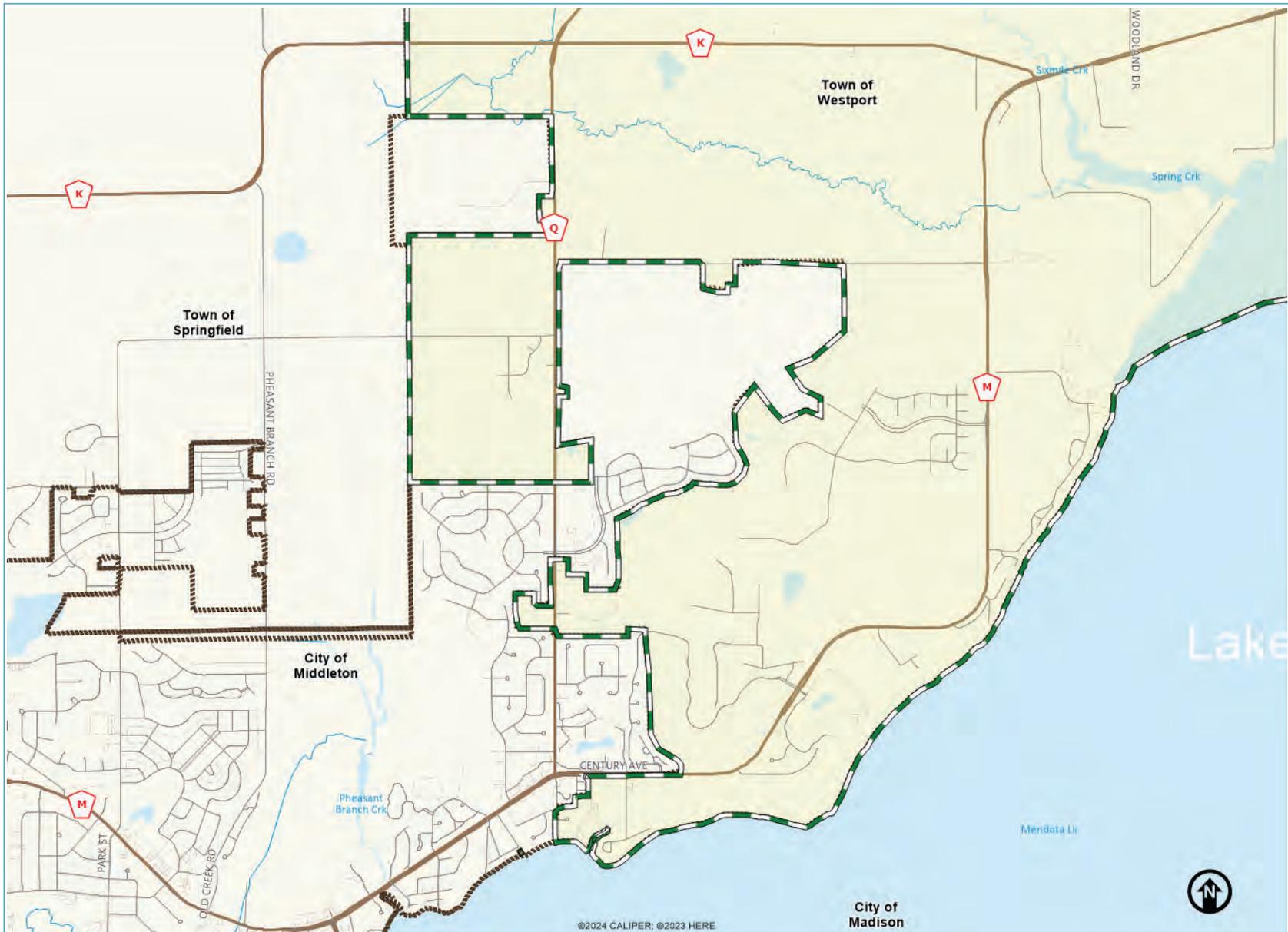


EXHIBIT 4

Middleton-Westport Long-term Boundary and Plan Attachment Areas
(Followed by specific maps)



Westport Cooperative Boundary Agreement

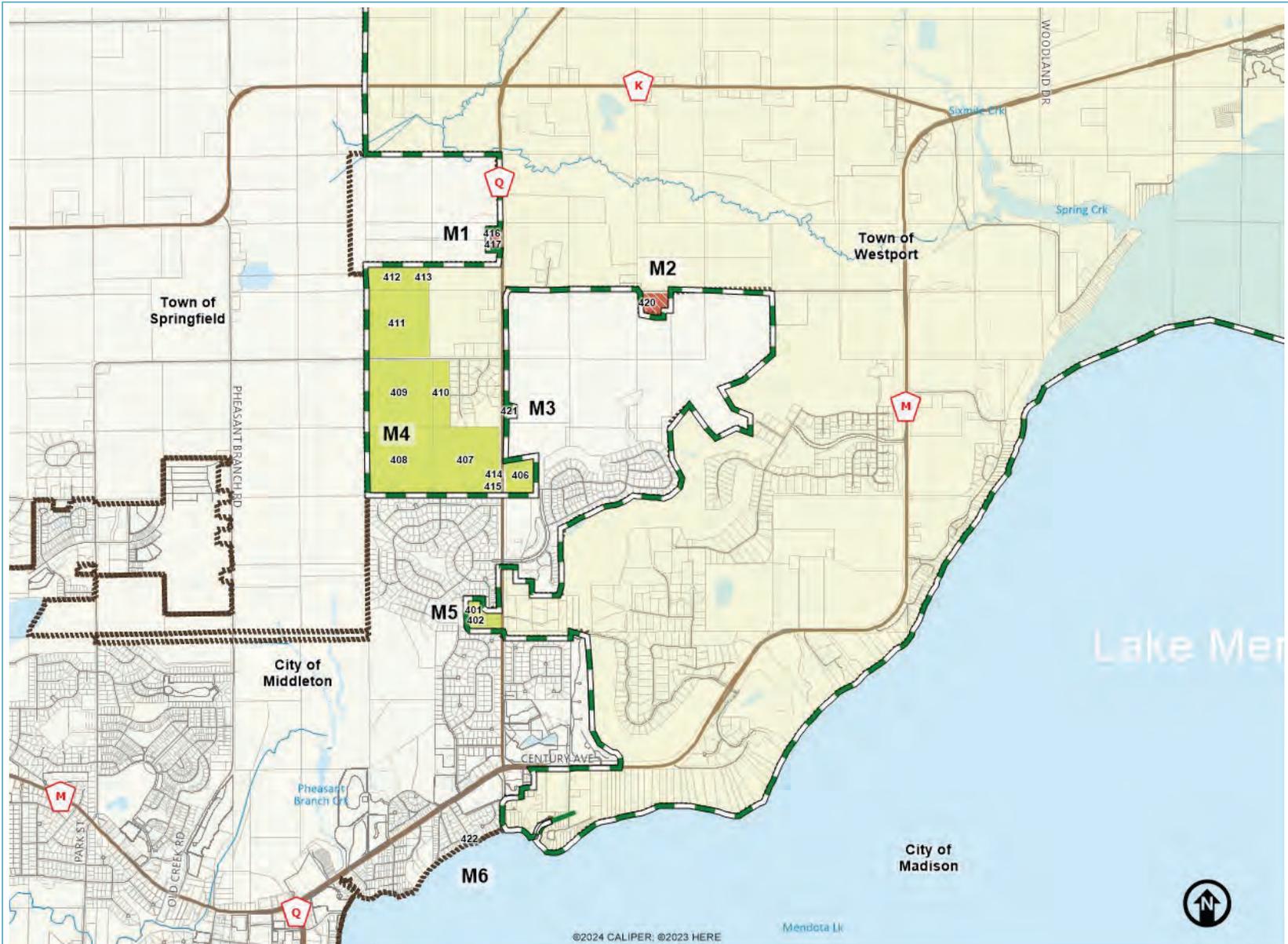
Exhibit 4.0 Middleton Current Boundary

February 8, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.





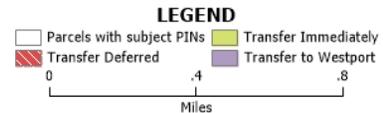
Westport Cooperative Boundary Agreement

Exhibit 4.1 Middleton Proposed Changes

February 10, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.

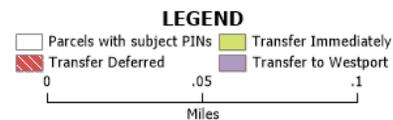




Westport Cooperative Boundary Agreement

Exhibit 4.2 Middleton Area M1

February 10, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.





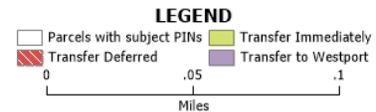
Westport Cooperative Boundary Agreement

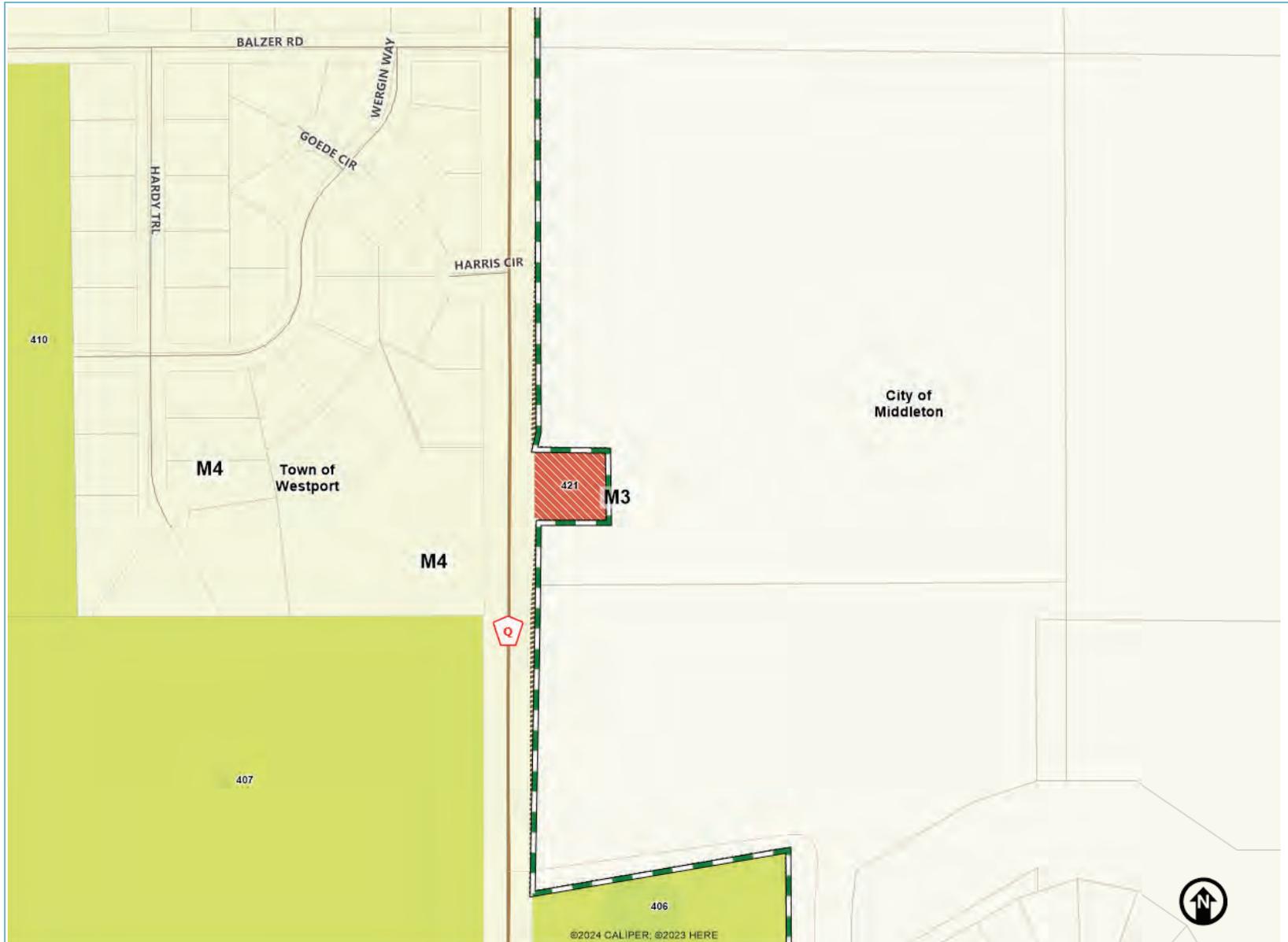
Exhibit 4.3 Middleton Area M2

February 10, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.

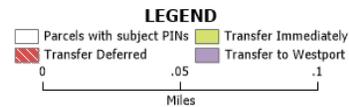




Westport Cooperative Boundary Agreement

Exhibit 4.4 Middleton Area M3

February 10, 2026



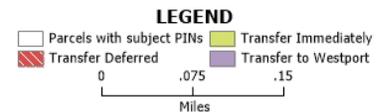
Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.



Westport Cooperative Boundary Agreement

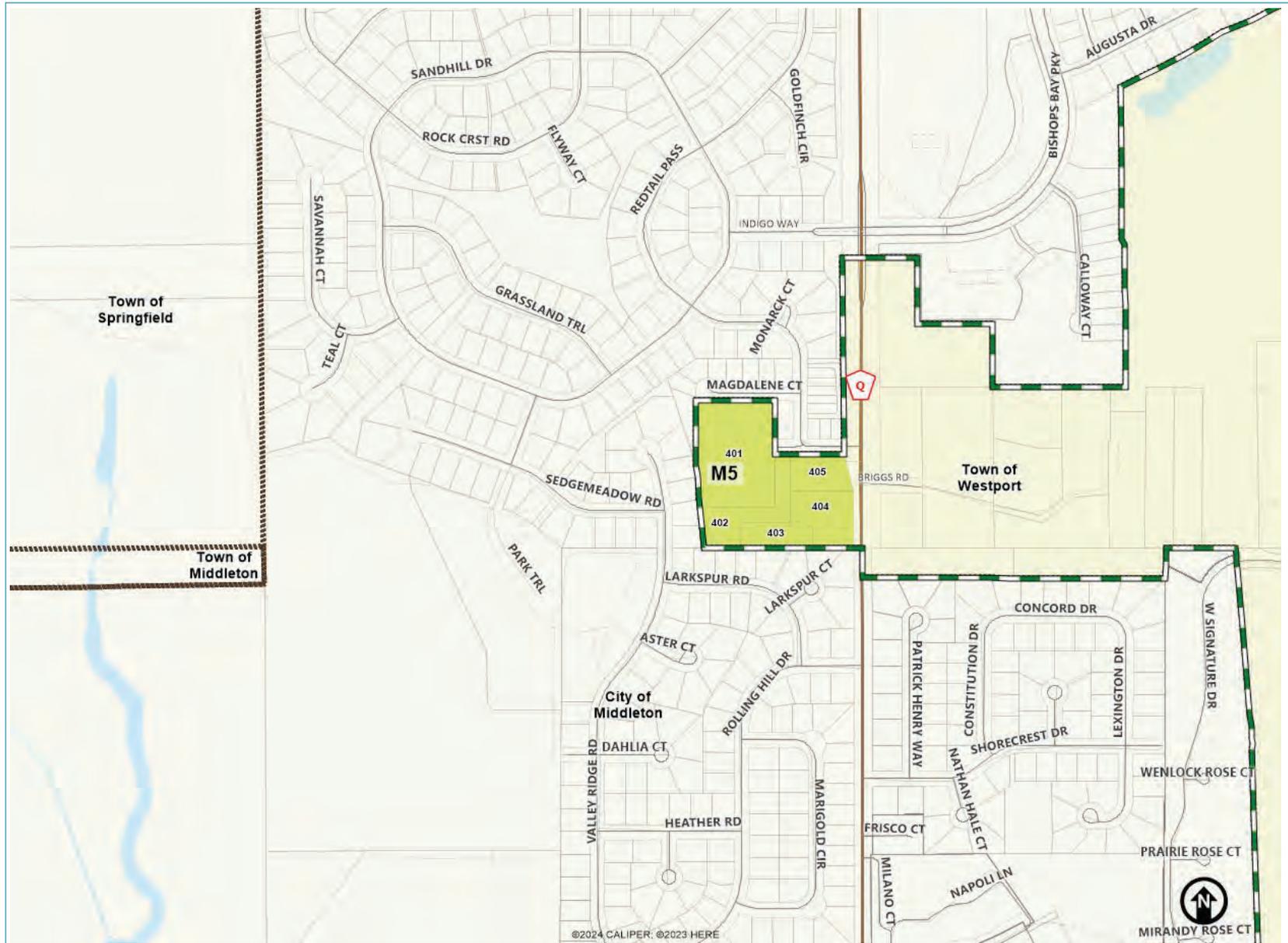
Exhibit 4.5 Middleton Area M4

February 10, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.





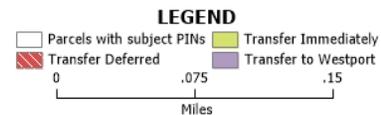
Westport Cooperative Boundary Agreement

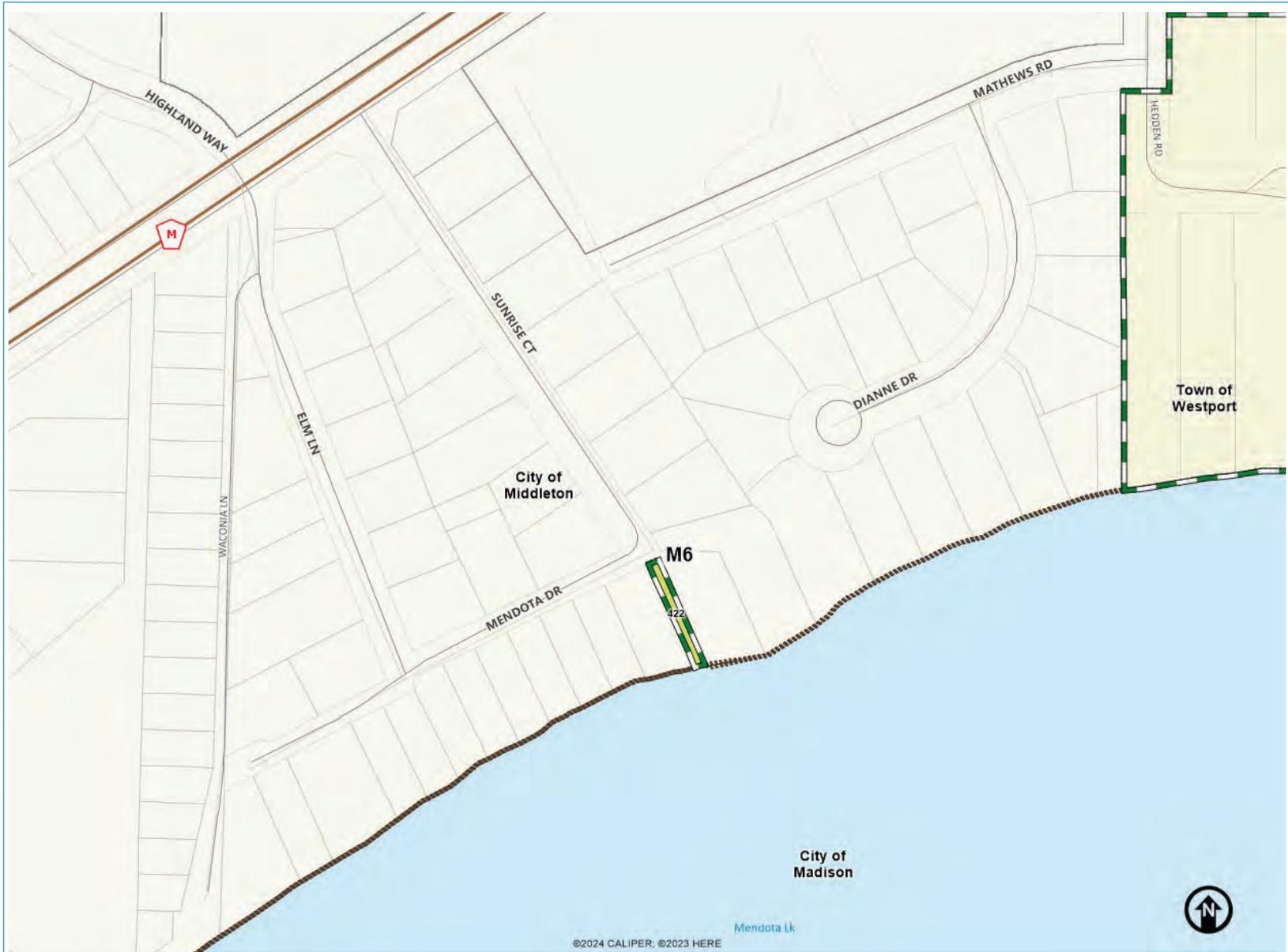
Exhibit 4.6 Middleton Area M5

February 10, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.



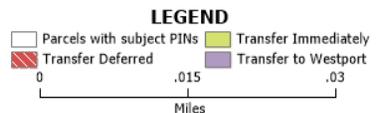


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Westport Cooperative Boundary Agreement

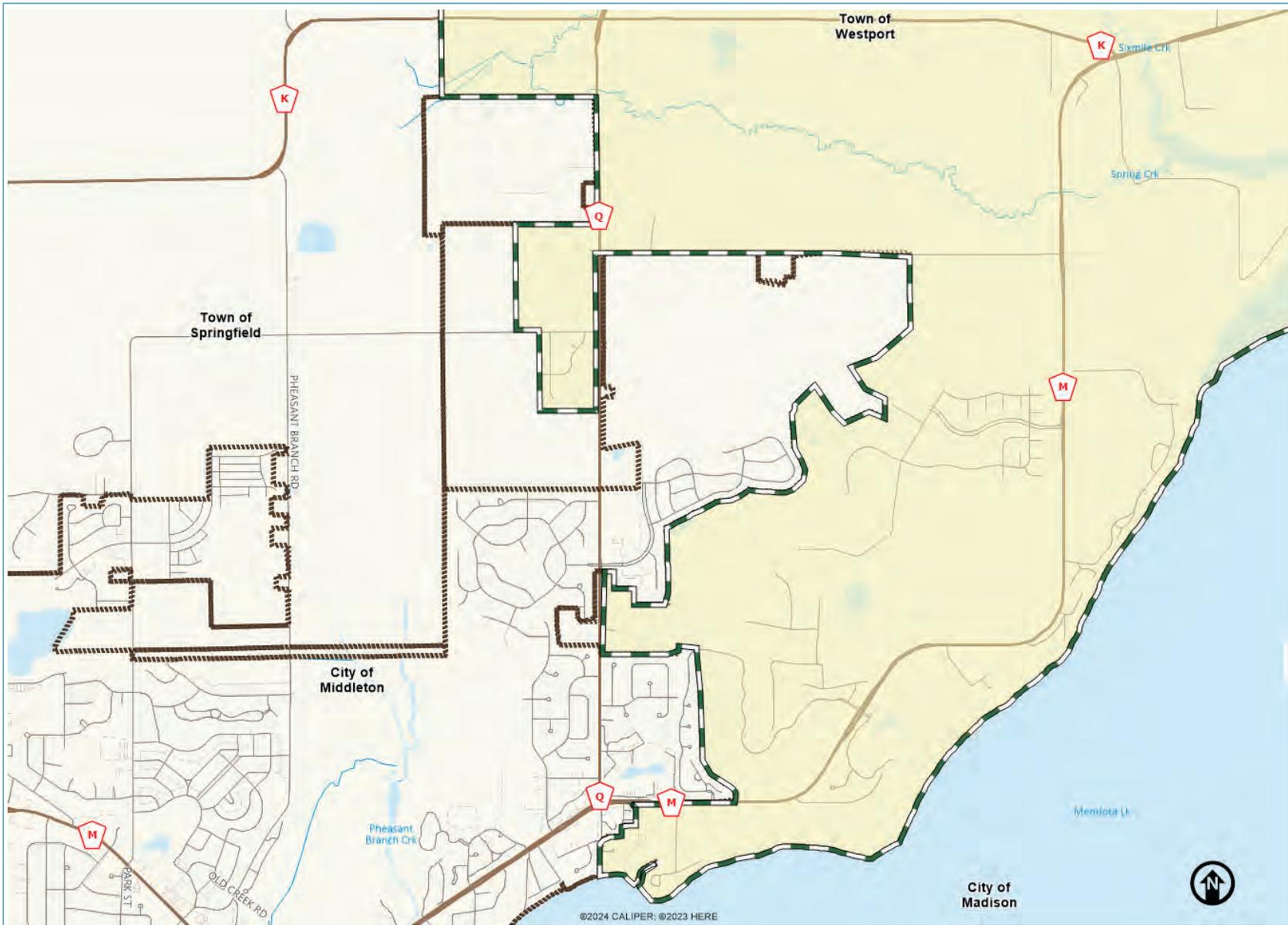
Exhibit 4.7 Middleton Area M6

February 10, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.





Westport Cooperative Boundary Agreement

Exhibit 4.8 Middleton Future Boundary

February 8, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.

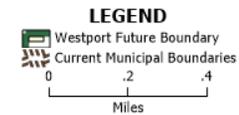
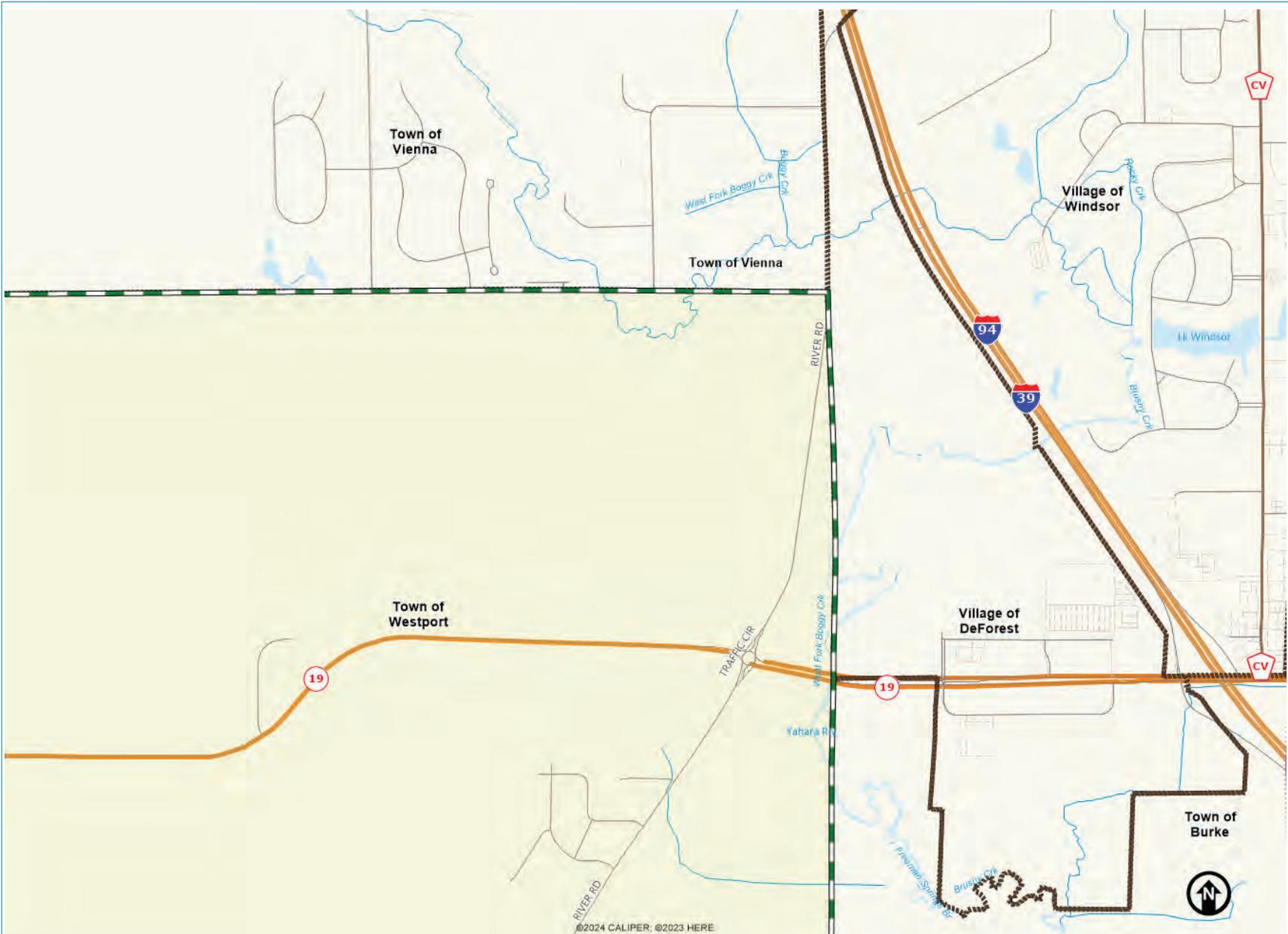


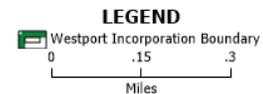
EXHIBIT 5

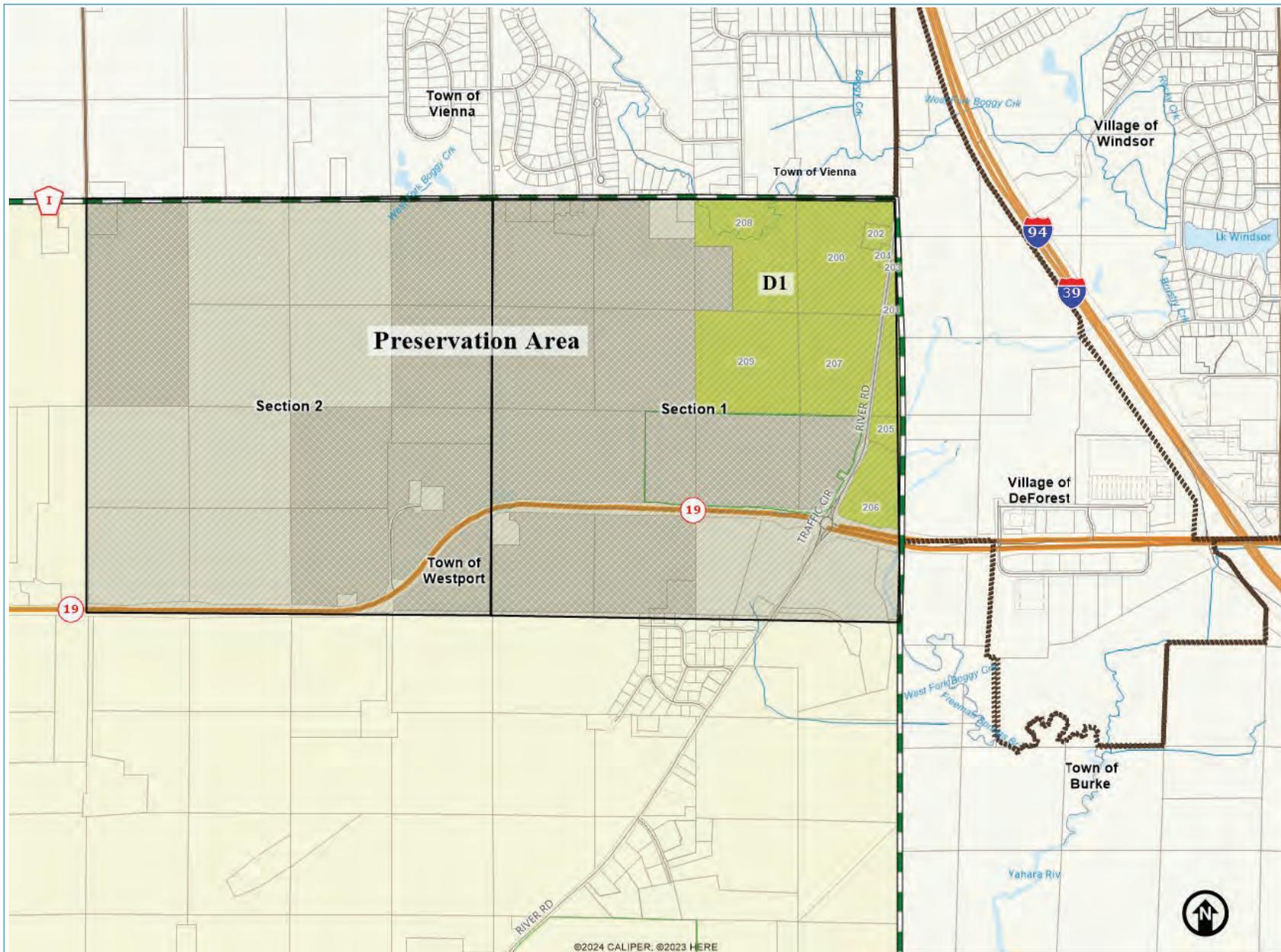
DeForest-Westport Long-term Boundary and Plan Attachment Areas
(Followed by specific maps)



Westport Cooperative Boundary Agreement Exhibit 5.0 DeForest Current Boundary

February 8, 2026





Westport Cooperative Boundary Agreement Exhibit 5.1 DeForest Proposed Changes

February 8, 2026



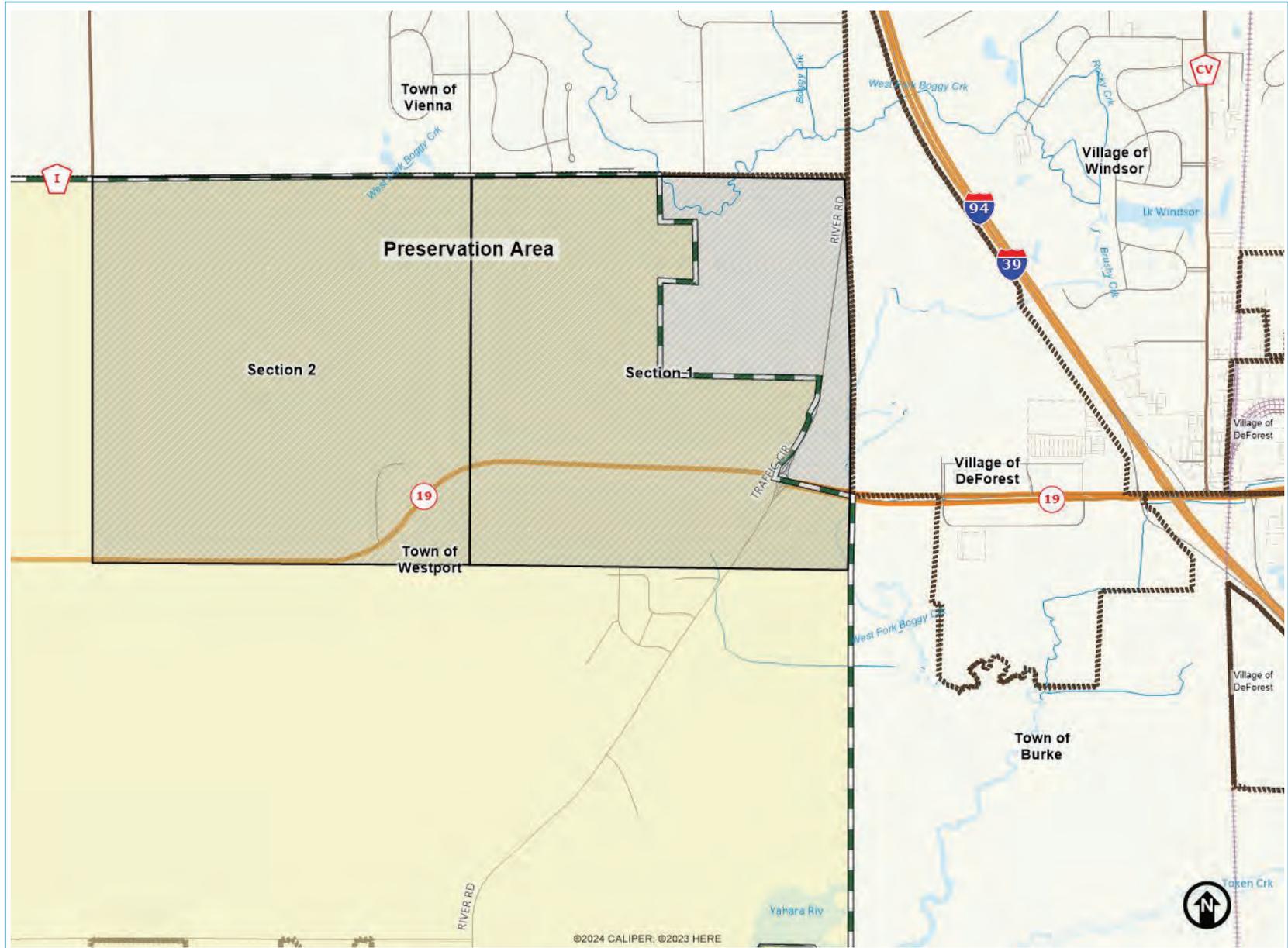
Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Becker Professional Services.

LEGEND

Westport Incorporation Boundary	Parcels with subject PINs
Preservation Area	Preservation Area Deed Restrictions
Transfer Immediately	Transfer Deferred
Transfer to Westport	

0 .4 .8
Miles





Westport Cooperative Boundary Agreement

Exhibit 5.2 DeForest Future Boundary

February 10, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Becker Professional Services.

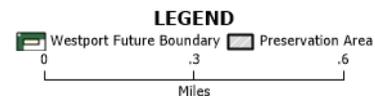
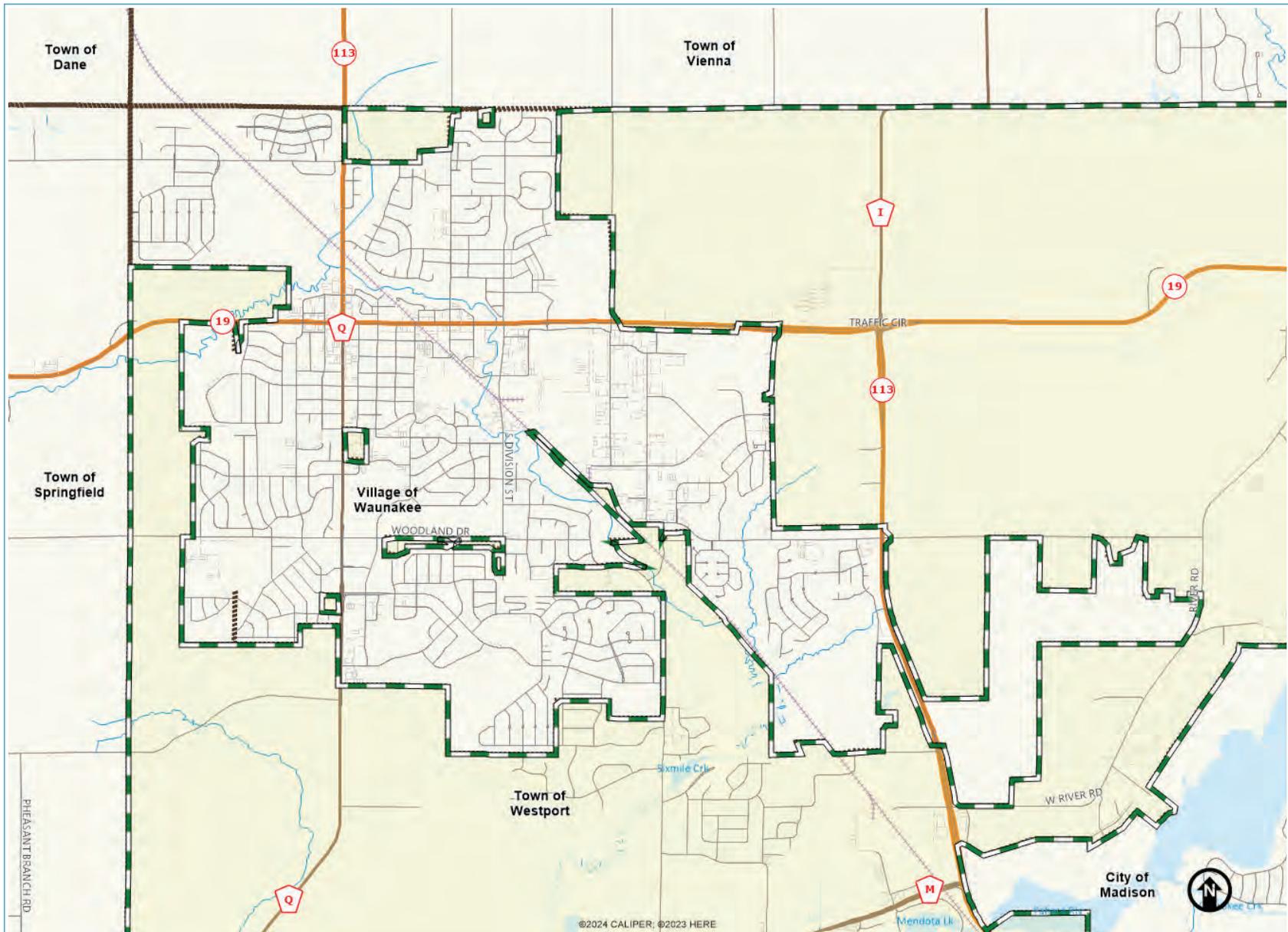


EXHIBIT 6

Waunakee-Westport Long-term Boundary and Plan Attachment Areas
(Followed by specific maps)



Westport Cooperative Boundary Agreement

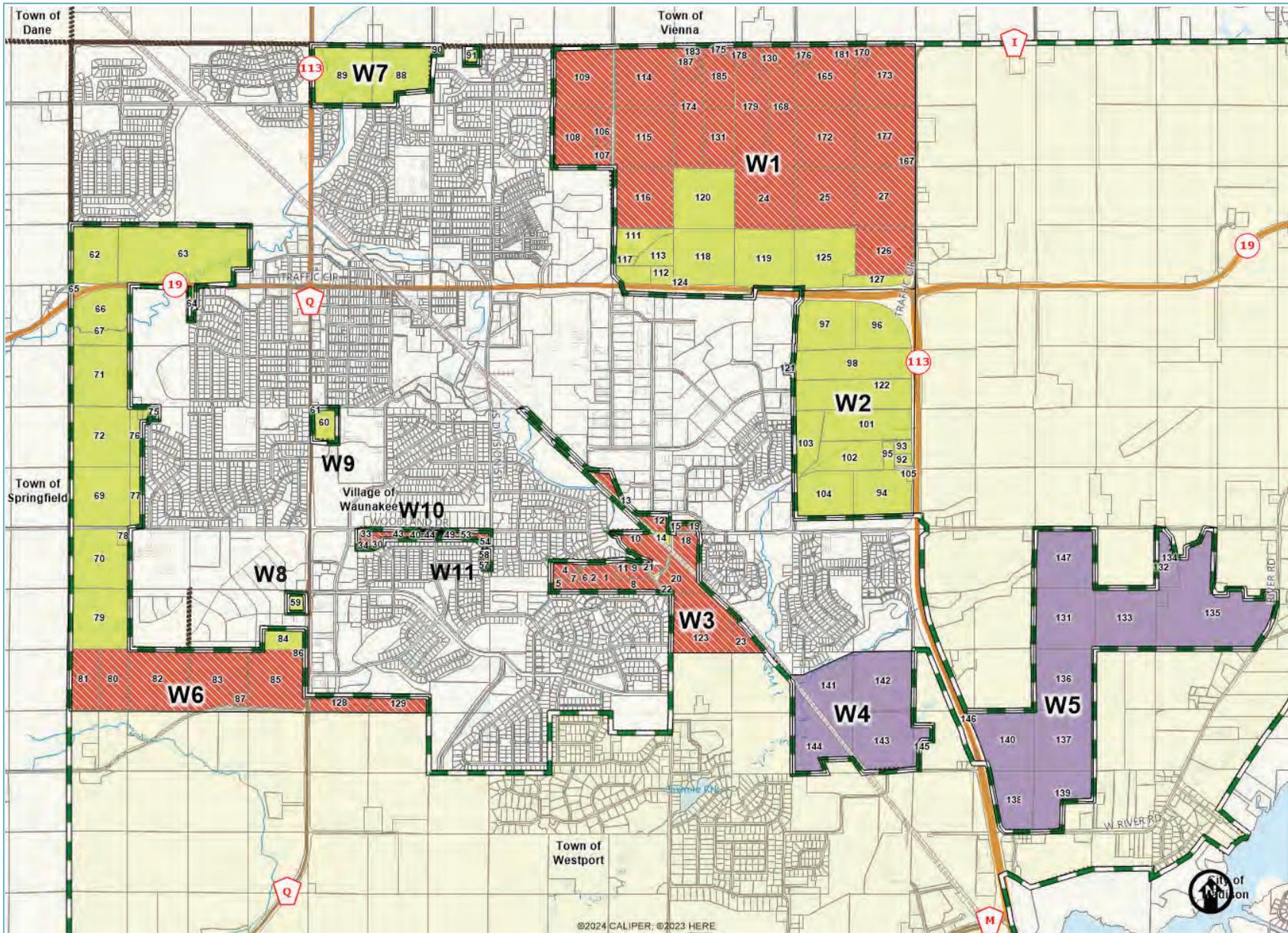
Exhibit 6.0 Waunakee Current Boundary

February 8, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.





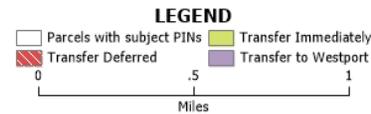
Westport Cooperative Boundary Agreement

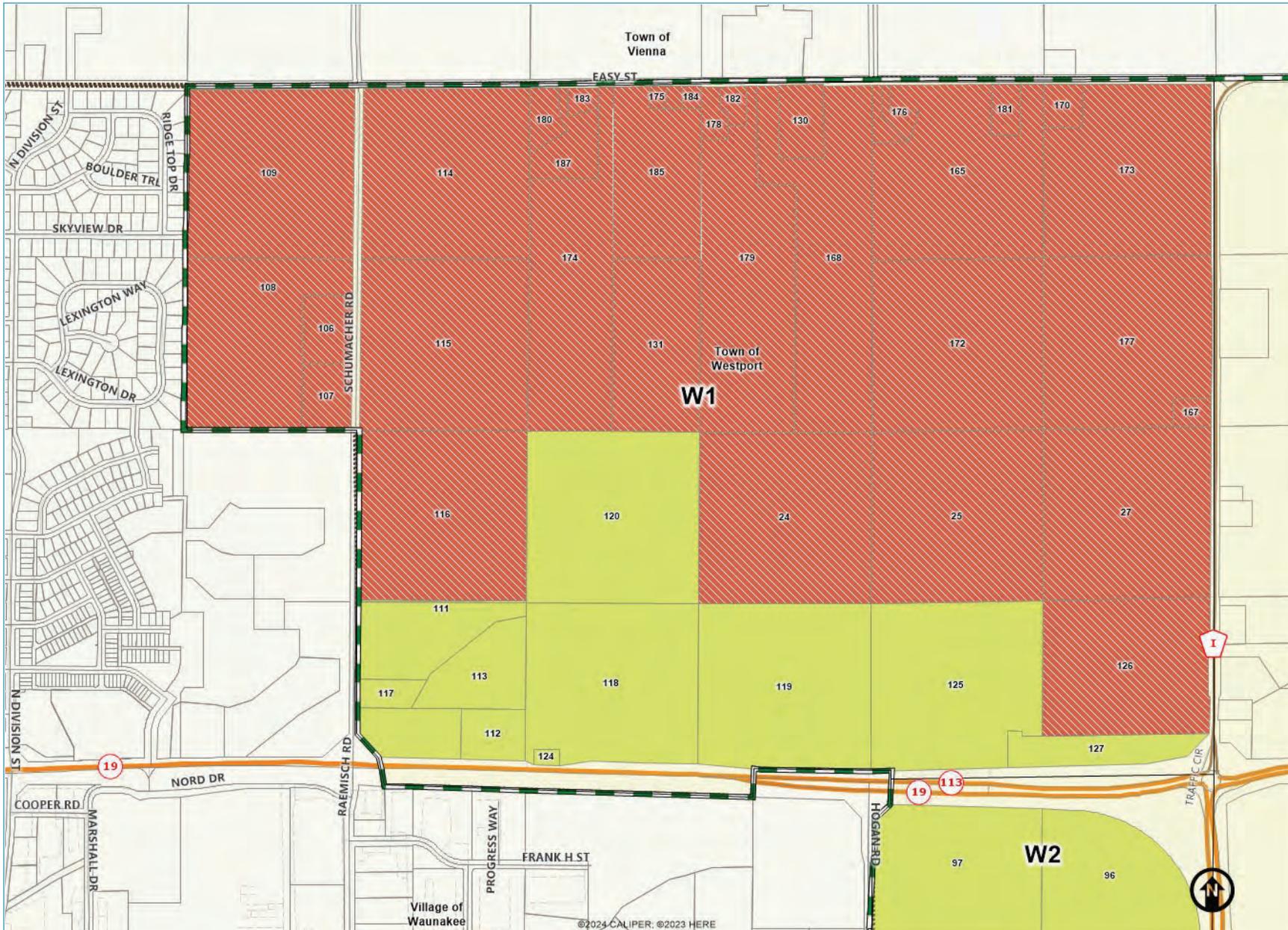
Exhibit 6.1 Waunakee Proposed Changes

February 8, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.

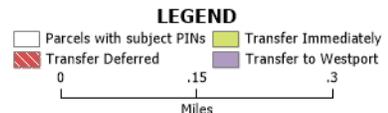




Westport Cooperative Boundary Agreement

Exhibit 6.2 Waunakee Area W1

February 8, 2026



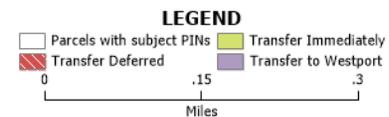
Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.



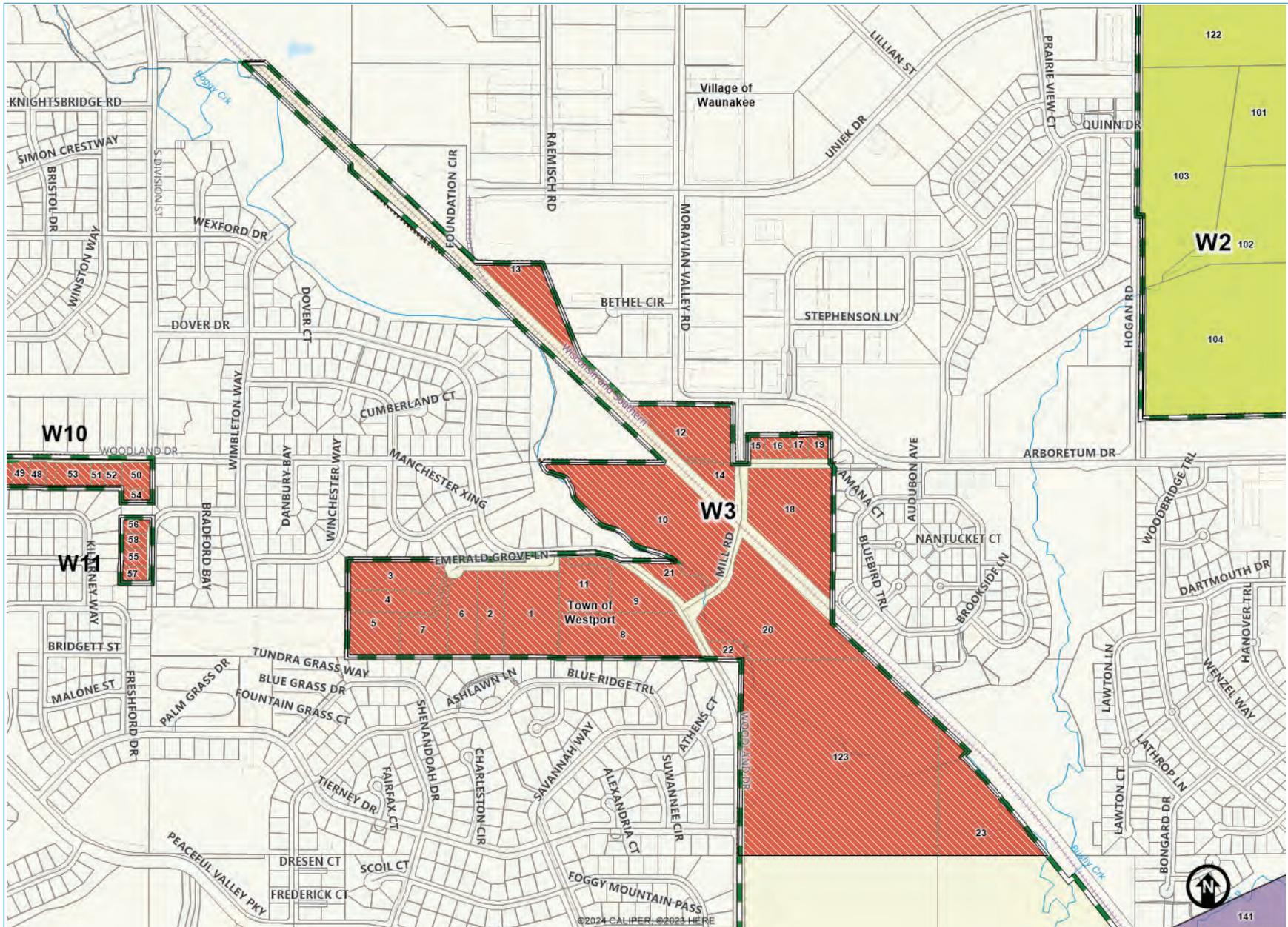
Westport Cooperative Boundary Agreement

Exhibit 6.3 Waunakee Area W2

February 8, 2026



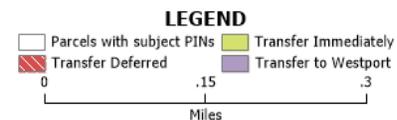
Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.



Westport Cooperative Boundary Agreement

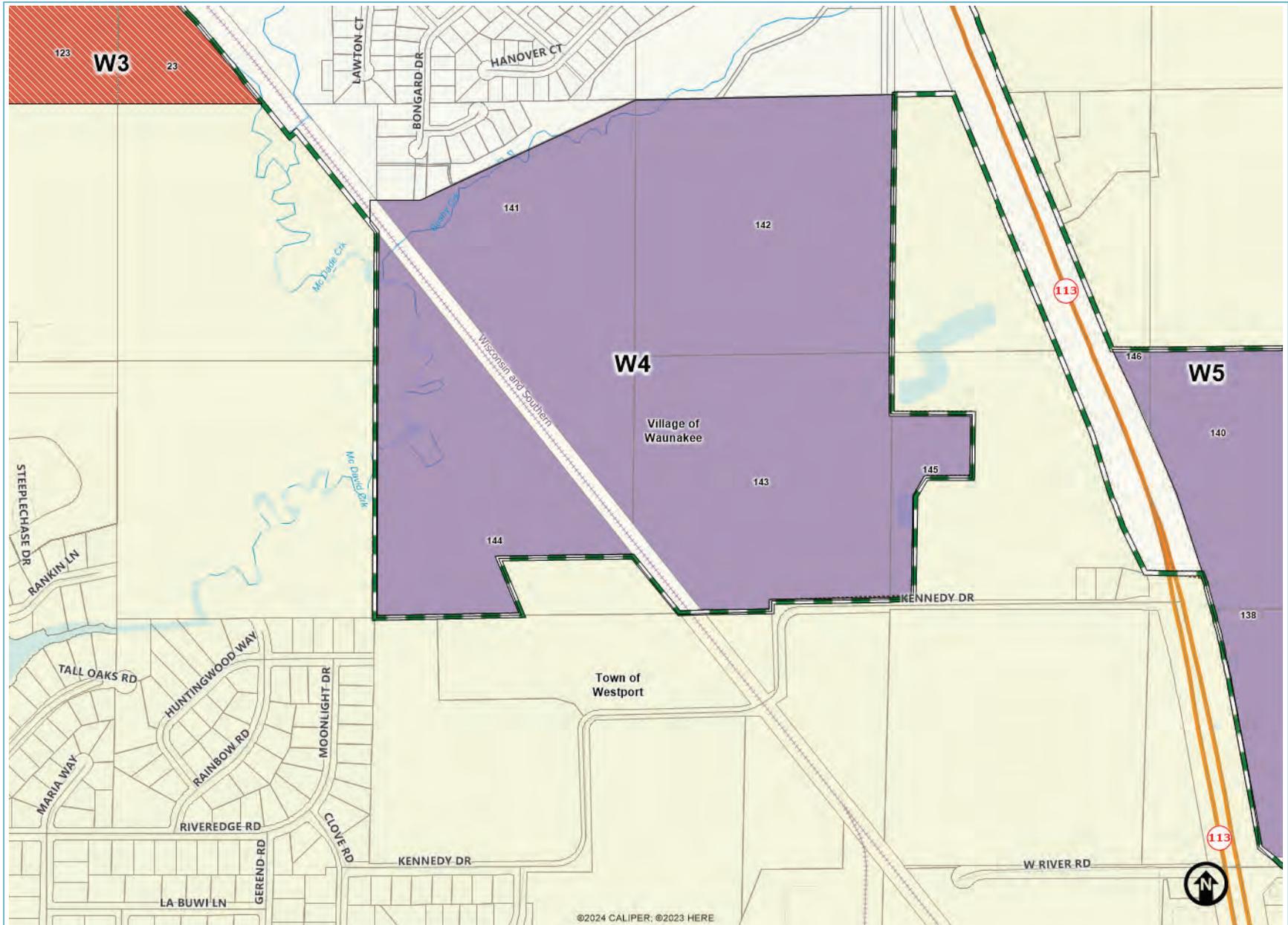
Exhibit 6.4 Waunakee Area W3

February 8, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.





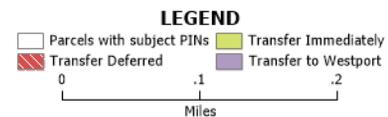
Westport Cooperative Boundary Agreement

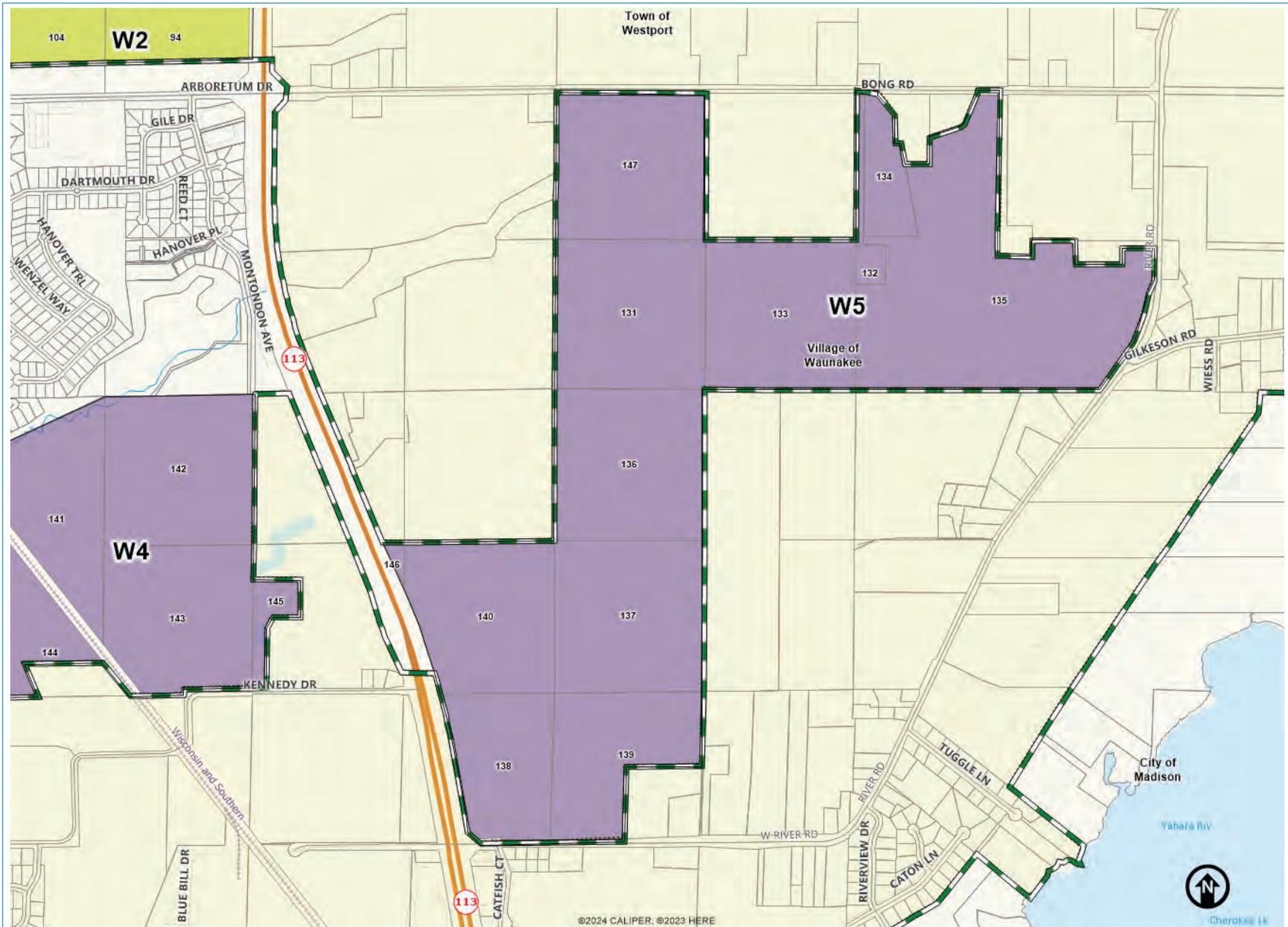
Exhibit 6.5 Waunakee Area W4

February 8, 2026



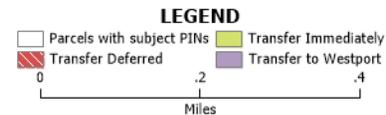
Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Becker Professional Services.



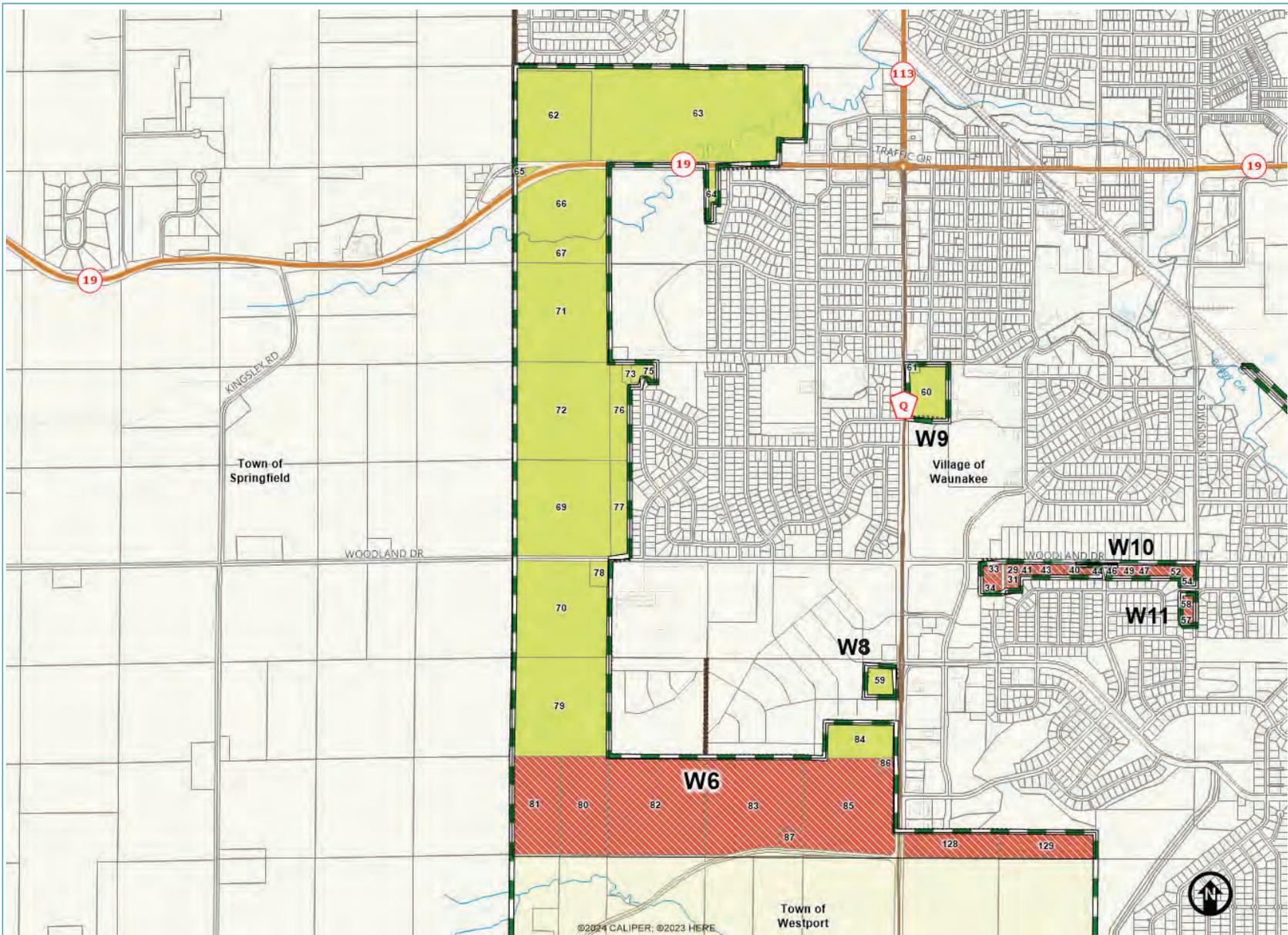


Westport Cooperative Boundary Agreement Exhibit 6.6 Waunakee Area W5

February 8, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Becker Professional Services.



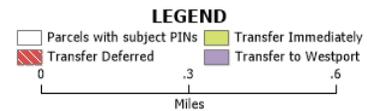
Westport Cooperative Boundary Agreement

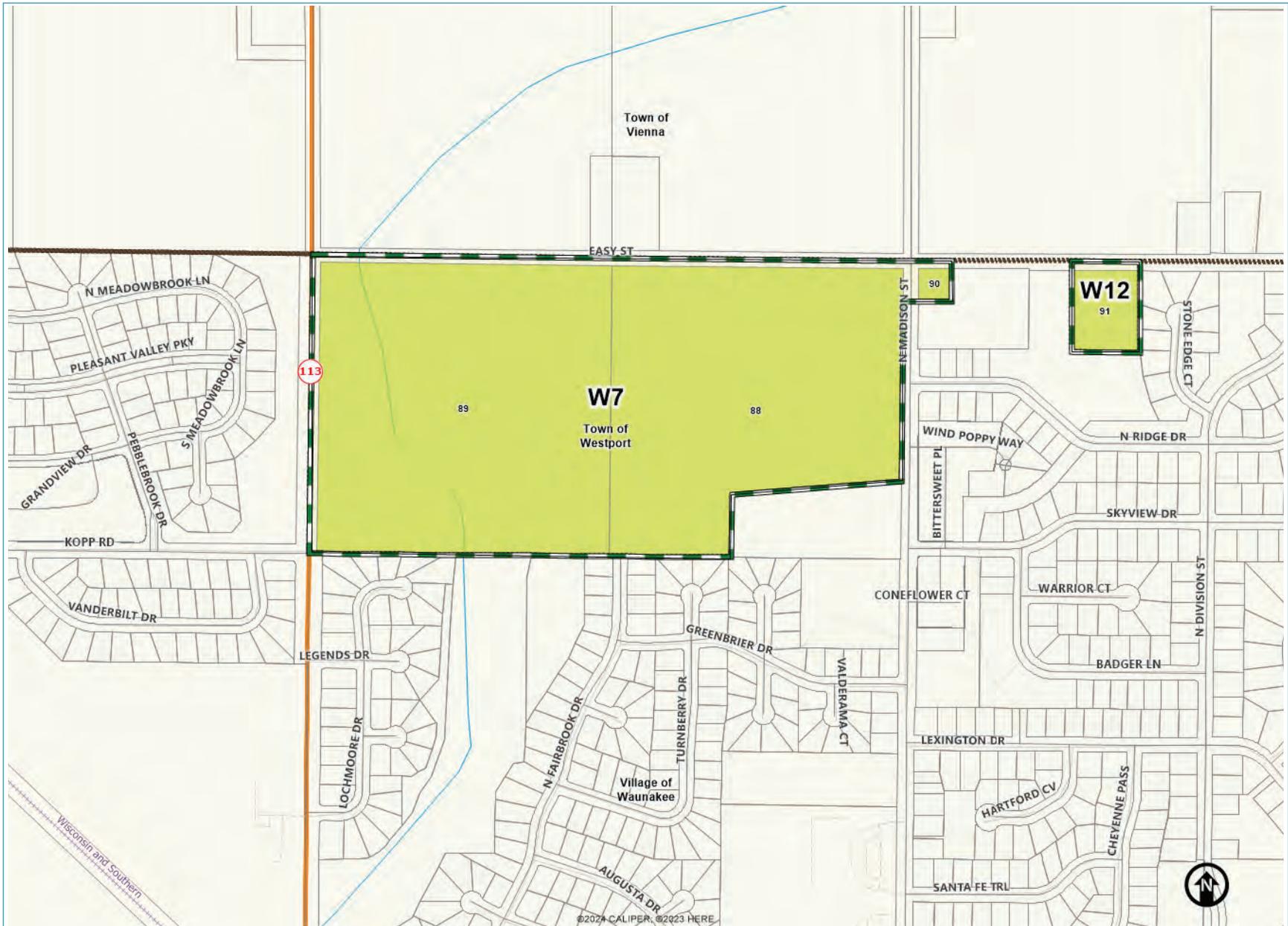
Exhibit 6.7 Waunakee Area W6

February 8, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.





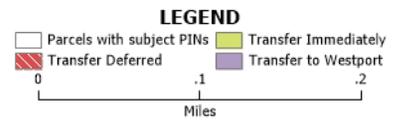
Westport Cooperative Boundary Agreement

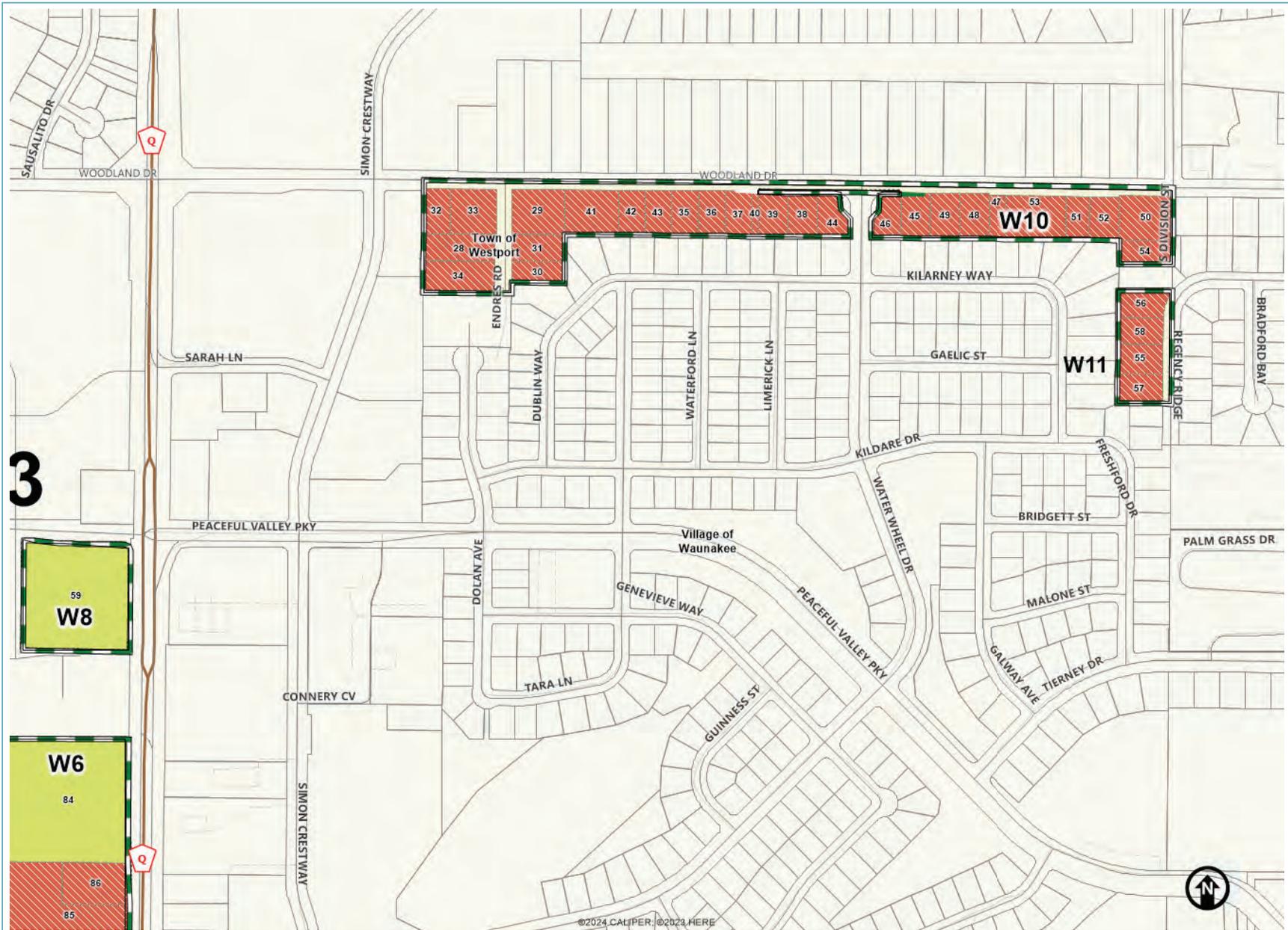
Exhibit 6.8 Waunakee Areas W7 & W12

February 8, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Village of Waunakee, Becker Professional Services.





Westport Cooperative Boundary Agreement Exhibit 6.9 Waunakee Areas W8, W10 & W11

February 8, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Becker Professional Services.

LEGEND

Parcels with subject PINs	Transfer Immediately
Transfer Deferred	Transfer to Westport

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Miles





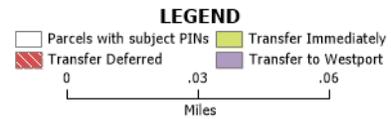
Westport Cooperative Boundary Agreement

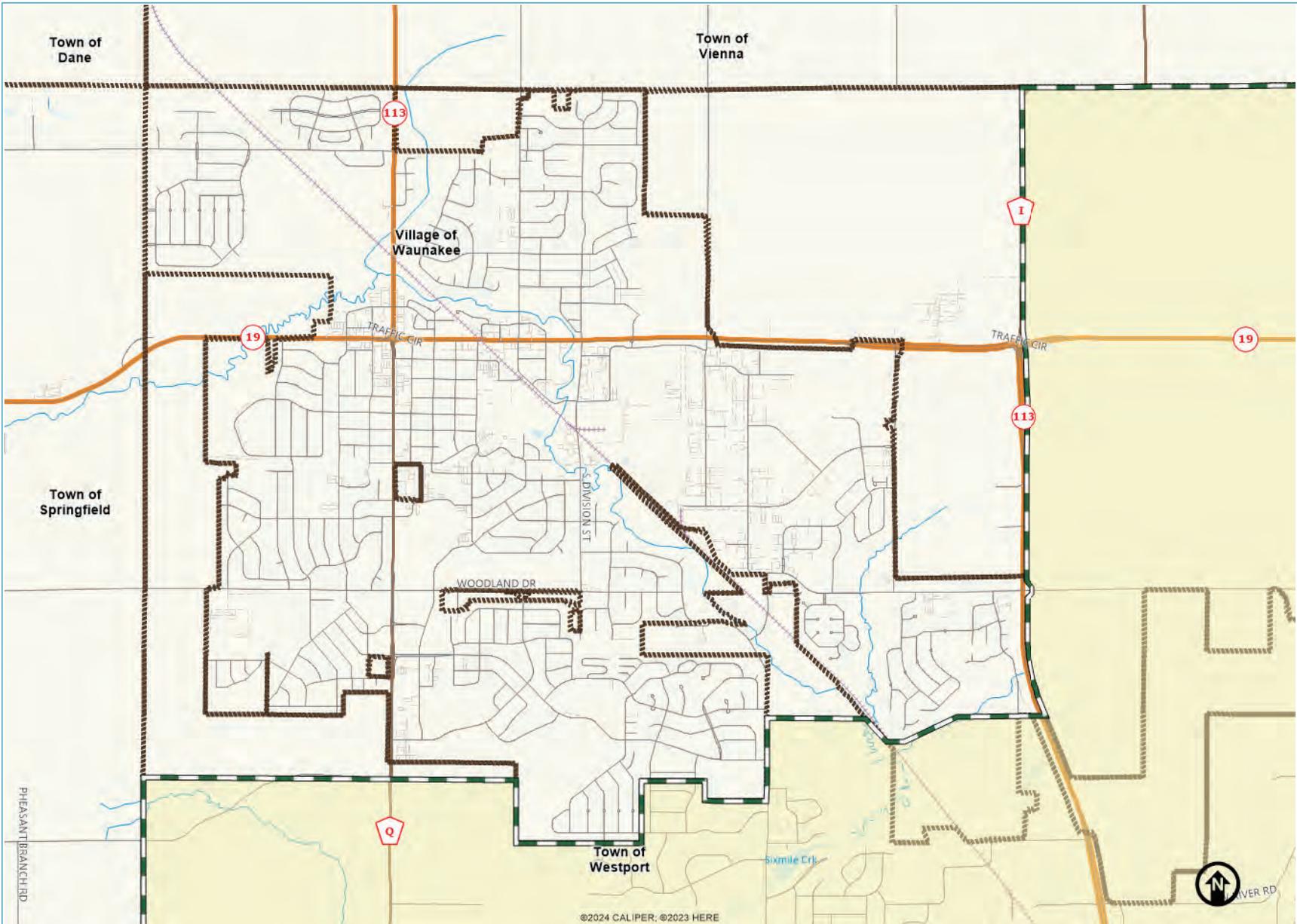
Exhibit 6.10 Waunakee Area W9

February 8, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Becker Professional Services.

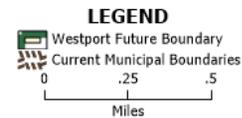




Westport Cooperative Boundary Agreement

Exhibit 6.11 Waunakee Future Boundary

February 8, 2026



Sources: Wisconsin Legislative Technology Services Bureau, Dane County, Town of Westport, Becker Professional Services.



EXHIBIT 7

Initial Authorizing Resolutions of the Parties



Legislation Details (With Text)

File #: 90702 **Version:** 1 **Name:** Westport Cooperative Plan
Type: Resolution **Status:** Passed
File created: 10/31/2025 **In control:** Attorney's Office
On agenda: 12/9/2025 **Final action:** 12/9/2025
Enactment date: 12/16/2025 **Enactment #:** RES-25-00673

Title: Authorizing the City's Participation in the Preparation of a Cooperative Plan Between the Cities of Madison and Middleton, Villages of DeForest and Waunakee, and the Town of Westport Pursuant to Wis. Stat. § 66.0307.

Sponsors: Satya V. Rhodes-Conway

Indexes:

Code sections:

Attachments: 1. Draft Westport Cooperative Plan Maps.pdf, 2. Staff Comments.pdf

Date	Ver.	Action By	Action	Result
12/9/2025	1	COMMON COUNCIL	Adopt	Pass
12/1/2025	1	PLAN COMMISSION	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
11/25/2025	1	COMMON COUNCIL	Refer	Pass
10/31/2025	1	Attorney's Office		

Fiscal Note

No City appropriation required.

Title

Authorizing the City's Participation in the Preparation of a Cooperative Plan Between the Cities of Madison and Middleton, Villages of DeForest and Waunakee, and the Town of Westport Pursuant to Wis. Stat. § 66.0307.

Body

WHEREAS, on October 4, 2024, the Town of Westport filed a petition for incorporation as the Village of Westport with the Dane County Circuit Court (Case No. 2024 CV 3040) pursuant to Wis. Stat. § 66.0203; and,

WHEREAS, the City of Madison, along with the City of Middleton, the Villages of DeForest and Waunakee, and the Waunakee Community School District have all been granted intervenor status in that matter; and,

WHEREAS, following a hearing on December 4, 2024, the Circuit Court found that Westport's incorporation petition was in proper form and ordered that the petition be referred to the incorporation review board for further proceedings consistent with State statute; and,

WHEREAS, since the Court's order, staff and officials from the Town of Westport, the Villages of DeForest and Waunakee, the Cities of Middleton and Madison have engaged in discussions related to the Westport incorporation petition, which petition raises numerous intergovernmental issues by and between the various entities; and,

WHEREAS, as part of the discussions, the municipalities have discussed the possibility of preparing a Cooperative Plan pursuant to Wis. Stat. § 66.0307 to address many of the issues that have been raised in the

process; and,

WHEREAS, while the City of Madison does not have a lot at stake in Westport's incorporation petition due to the topographical constraints in its boundary area with the Town (notably, the Yahara River and the Cherokee Marsh), it is in the City's interest to participate in this process; and,

WHEREAS, pursuant to the procedures set forth in Wis. Stat. § 66.0307(4)(a), each municipality that intends to participate in the preparation of a Cooperative Plan under Wis. Stat. § 66.0307 is required to adopt a resolution authorizing participation in the preparation of the plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Madison, pursuant to Wis. Stat. § 66.0307 (4)(a), is authorized to participate in the preparation of a cooperative plan with the Town of Westport, the City of Middleton, and the Villages of DeForest and Waunakee.

RESOLUTION 2025-53

Resolution Authorizing Participation in the Preparation of a Cooperative Plan Between the Cities of Madison and Middleton, Villages of DeForest and Waunakee, and the Town of Westport Pursuant to Wis. Stat. § 66.0307

WHEREAS, staff and officials from the Town of Westport, the Village of DeForest, the Village of Waunakee, the City of Middleton, and the City of Madison have engaged in discussions related to the Westport Incorporation Petition; and

WHEREAS, on November 13, 2024, the City of Middleton and Town of Westport met in a joint workshop session to discuss the Town of Westport's incorporation petition and the potential to normalize the border between the two communities; and

Whereas, as part of the discussions, the municipalities have discussed the preparation and adoption of a Cooperative Plan pursuant to Wis. Stat. § 66.0307; and

Whereas, pursuant to the procedures set forth in Wis. Stat. § 66.0307, each municipality that intends to participate in the preparation of a Cooperative Plan under Wis. Stat. § 66.0307 shall adopt a resolution authorizing participation in the preparation of the plan.

NOW, THEREFORE, the Common Council of the City of Middleton, pursuant to its authority under Wis. Stat. § 66.0307(4)(a), **RESOLVES** as follows:

1. The representations and recitations set forth in the Recitals are material to this Resolution and are hereby incorporated into and made a part of this Resolution as though they were fully set forth in this paragraph.
2. The Common Council of the City of Middleton hereby adopts this Resolution authorizing participation in the preparation of a Cooperative Plan under Wis. Stat. § 66.0307.
3. Pursuant to Wis. Stat. § 66.0307(4)(a) 1-4, notice shall be provided to the parties identified therein within five (5) days after the adoption of this Resolution.

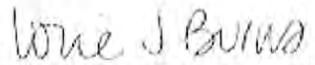
This resolution was adopted at a regular meeting of the Middleton Common Council on the 18th day of November, 2025.



Emily Kuhn, Mayor



ATTEST:



Lorie J. Burns, City Clerk

**TOWN OF WESTPORT
RESOLUTION 25- 09**

**AUTHORIZING PARTICIPATION IN THE PREPARATION OF A COOPERATIVE
PLAN BETWEEN THE CITIES OF MADISON AND MIDDLETON, VILLAGES OF
DEFOREST AND WAUNAKEE, AND THE TOWN OF WESTPORT PURSUANT TO
WIS. STAT. § 66.0307**

WHEREAS, staff and officials from the Town of Westport, the Village of DeForest, the Village of Waunakee, the City of Middleton, and the City of Madison have engaged in discussions related to the Westport Incorporation Petition; and

WHEREAS, as part of the discussions, the municipalities have discussed the preparation and adoption of a Cooperative Plan pursuant to Wis. Stat. § 66.0307; and

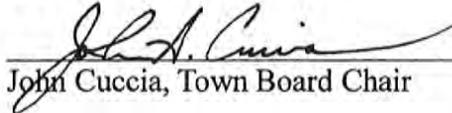
WHEREAS, pursuant to the procedures set forth in Wis. Stat. § 66.0307, each municipality that intends to participate in the preparation of a Cooperative Plan under Wis. Stat. § 66.0307 shall adopt a resolution authorizing participation in the preparation of the plan.

NOW, THEREFORE, the Town of Westport Board of Supervisors, pursuant to its authority under Wis. Stat. § 66.0307(4)(a), hereby resolves as follows:

1. The representations and recitations set forth in the above Recitals are material to this Resolution and are hereby incorporated into and made a part of this Resolution as though they were fully set forth in this paragraph.
2. The Town of Westport hereby adopts this Resolution authorizing participation in the preparation of a Cooperative Plan under Wis. Stat. § 66.0307.
3. Pursuant to Wis. Stat. § 66.0307(4)(a) 1-4, notice shall be provided to the parties identified therein within five (5) days after the adoption of this Resolution.

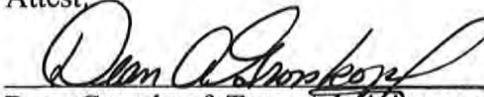
This resolution was duly adopted at a regular meeting of the Town of Westport Board of Supervisors on November 17, 2025, by a vote of 5 ayes, 0 nays, with 0 members not voting or absent.

TOWN OF WESTPORT


John Cuccia, Town Board Chair

APPROVED: 11/17/25
POSTED: 11/18/25

Attest:


Dean Grosskopf, Town Administrator/Clerk-Treasurer

RESOLUTION 2025-107

A RESOLUTION AUTHORIZING PARTICIPATION IN THE PREPARATION OF A COOPERATIVE PLAN BETWEEN CITIES OF MADISON AND MIDDLETON, VILLAGES OF DEFOREST AND WAUNAKEE, AND THE TOWN OF WESTPORT PURSUANT TO WIS. STAT. §66.0307

WHEREAS, Village staff and officials from the Town of Westport, the Village of Waunakee, the City of Middleton, and the City of Madison have engaged in discussions related to the pending Westport Petition for Incorporation; and

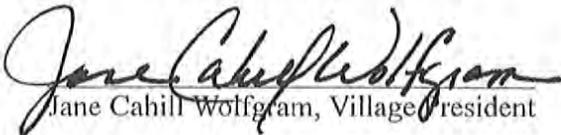
WHEREAS, as part of the discussions, the municipal representatives have discussed the preparation and adoption of a Cooperative Plan pursuant to Wis. Stat. §66.0307; and

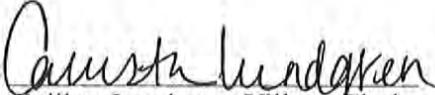
WHEREAS, pursuant to the procedures set forth in Wis. Stat. §66.0307, each municipality that intends to participate in the preparation of a Cooperative Plan under that statute shall adopt a resolution authorizing participation in the preparation of the plan;

NOW, THEREFORE, the Village Board of the Village of DeForest, pursuant to its authority under Wis. Stat. § 66.0307(4)(a), hereby resolves as follows:

1. The Village of DeForest staff are hereby authorized to participate in the preparation of a Cooperative Plan under Wis. Stat. §66.0307 between the Village and the City of Madison, City of Middleton, Village of Waunakee and Town of Westport.
2. Pursuant to Wis. Stat. §66.0307(4)(a)1-4, the Village Administrator shall cause notice of this Resolution to be provided to the parties identified herein within five (5) days after the adoption of this Resolution.

Adopted at a regular meeting of the Village Board this 18th day of November, 2025.


Jane Cahill Wolfram, Village President

Attest: 
Callista Lundgren, Village Clerk

6-1

Trustee Simpson voted no

VILLAGE OF WAUNAKEE
RESOLUTION NO. R-2025- 55

RESOLUTION AUTHORIZING PARTICIPATION IN THE PREPARATION
OF A COOPERATIVE PLAN AMONG THE CITIES OF MADISON AND
MIDDLETON, THE VILLAGES OF DEFOREST AND WAUNAKEE,
AND THE TOWN OF WESTPORT PURSUANT TO WIS. STAT. § 66.0307

Recitals

- A. At a staff level, the Village of Waunakee (the “Village”) has engaged in discussions with officials from the Town of Westport, the Village of DeForest, the City of Middleton, and the City of Madison related to the Westport Incorporation Petition.
- B. As part of the discussions, the municipalities have discussed the preparation and adoption of a Cooperative Plan pursuant to Wis. Stat. § 66.0307.
- C. Pursuant to the procedures set forth in Wis. Stat. § 66.0307, each municipality that intends to participate in the preparation of a Cooperative Plan under Wis. Stat. § 66.0307 shall adopt a resolution authorizing participation in the preparation of the plan.

NOW, THEREFORE, the Village Board of the Village of Waunakee, pursuant to its authority under Wis. Stat. § 66.0307(4)(a), RESOLVES as follows:

- 1. The representations and recitations set forth in Recitals are material to this Resolution and are hereby incorporated into and made a part of this Resolution as though they were fully set forth in this paragraph.
- 2. The Village Board of the Village of Waunakee hereby adopts this Resolution authorizing participation in the preparation of a Cooperative Plan under Wis. Stat. § 66.0307.
- 3. Pursuant to Wis. Stat. § 66.0307(4)(a)1.-4., notice shall be provided to the parties identified therein within five (5) days after the adoption of this Resolution.

The above Resolution was duly adopted at the regular meeting of the Village Board of the Village of Waunakee on December 1, 2025.

VILLAGE OF WAUNAKEE


Kristin Runge, Village President


Karla Endres, Village Clerk

EXHIBIT 8
Affidavits of Mailing

EXHIBIT 9

Affidavits of publication of joint public hearing

EXHIBIT 10

Record of Public Participation and Comment

EXHIBIT 11

Resolutions Adopting the Cooperative Plan and Authorizing Submittal of Plan to the State