

**INTERMUNICIPAL COOPERATION AGREEMENT
BETWEEN THE VILLAGE OF PRAIRIE DU SAC
AND THE TOWN OF PRAIRIE DU SAC**

(Related to Responsibilities and Authorities within Extraterritorial Area)

THIS AGREEMENT is made and entered into by and between the **Town of Prairie du Sac**, a Wisconsin body politic located in Sauk County, Wisconsin (“Town”), and the **Village of Prairie du Sac**, a Wisconsin municipal corporation located in Sauk County, Wisconsin (“Village”).

WITNESSETH:

WHEREAS, the Village and Town (the “Parties”) have a long and strong history of intergovernmental cooperation in the areas of municipal services, joint planning, extraterritorial zoning, and other matters; and

WHEREAS, the Village and Town exercise joint extraterritorial zoning pursuant to Wis. Stats. § 62.23(7a) over the area delineated within Exhibit A as the “Limits of Prairie du Sac Extraterritorial Zoning Jurisdiction” (hereinafter the “Zoning Area”); and

WHEREAS, along with the Village of Sauk City, the Village and Town in December 2009/January 2010 entered into an Intergovernmental Agreement regarding boundary and land use matters, pursuant to Wis. Stats. § 66.0301 (the “Boundary Agreement”); and

WHEREAS, said Boundary Agreement specifies that the Village could not have enacted any zoning ordinances or subdivision ordinances having jurisdiction in any part of the Town outside the Zoning Area before January 1, 2014; and

WHEREAS, the Village administers its Subdivision and Land Division Regulations as contained in Title 10, Chapter 3 of the Village Municipal Code (hereinafter the “Village Subdivision Ordinance”), which provisions apply to land divisions within the Zoning Area; and

WHEREAS, the Village also administers a Construction Site Erosion Control and Stormwater Management Ordinance as contained in Title 10, Chapter 9 of Village Municipal Code (hereinafter “Village Stormwater Ordinance”); and

WHEREAS, the Village also administers a Building Code as contained in Title 10, Chapter 4 of the Village Municipal Code (hereinafter “Village Building Code”), which relates in part to the issuance and enforcement of building and razing permits; and

WHEREAS, Wis. Stats. § 66.0301, authorizes municipalities to jointly exercise powers delegated to them and, thereby, to make certain agreements between themselves; and it is the intention of the Village and Town that this Agreement be a binding and enforceable contract under that section; and

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. **Extension of Extraterritorial Area Term.** Except as agreed in a subsequent writing between the Parties, the Village shall not enact any zoning ordinances or subdivision ordinances having jurisdiction in any part of the Town outside of the Zoning Area, as represented in Exhibit A, for the term of this Agreement.

2. **Role of the Joint Extraterritorial Committee in Review of Subdivisions and Land Divisions.** Pursuant to the provisions of Wis. Stats. § 236.10(4) and Sections 10-3-0302 and 10-3-0402 of the Village Subdivision Ordinance, the Village and Town hereby delegate to the Village-Town Joint Extraterritorial Zoning Committee the sole authority to recommend to the Village Board the approval or disapproval of preliminary plats, final plats, and condominium plats within the Zoning Area. Pursuant to the provisions of Wis. Stats. § 236.10(4) and Section 10-3-0502 of the Village Subdivision Ordinance, the Village and Town hereby delegate to the Village-Town Joint Extraterritorial Zoning Committee the sole authority to recommend to the Village Board approval or disapproval of certified survey maps within the Zoning Area, except that the Village Zoning Administrator may approve minor land divisions as defined in the Village Subdivision Ordinance.

3. **Compliance with Village Design, Construction, Stormwater Management, and Erosion Control Standards.** Except within parts of the Zoning Area which are zoned R-R Rural Residential or A-P Agricultural Preservation at the time of development, all subdivision plats, certified survey maps, and condominium plats, and developments therein, shall comply with Village design (Article 6), required improvements (Article 7), and construction (Article 8) standards within the Village Subdivision Ordinance and with the Village Stormwater Ordinance.

4. **Issuance and Enforcement of Building Permits.** The Parties agree that all construction activity occurring on and after the date of this Agreement that occurs within the Zoning Area shall be subject to the Village Building Code, as amended from time to time. Pursuant to the provisions of Wis. Stats. § 62.17, the Village and Town hereby assign the review, approval, administration, and enforcement of building and razing permits within the Zoning Area to the Village Building Inspector, using the Village Building Code. The Town shall not review, approve, administer, or enforce building and razing permits within the Zoning Area.

5. **Term of Agreement.** The term of this Agreement shall commence upon the date of its execution (the "Effective Date") by the Parties. The provisions of this Agreement, and of any amendments or additions to it approved by the Village Board and Town Board, shall be in effect for the ten year period following the Effective Date. Following this initial ten year term, this Agreement (and any amendments thereto) shall be automatically extended for additional five year renewal periods; provided however that either Party may notify the other of its intent to not renew the term of the Agreement. Any such notification shall be in writing, and shall be delivered to the clerk of the other Party at least 180 days prior to the expiration of the initial term of this Agreement or any renewal term thereof, as the case may be.

6. **Conflicting Ordinances.** In the event of any conflict between the provisions of this Agreement and any Ordinance, Resolution, Order or other regulation enacted, adopted or

issued by either Party, the provisions of this Agreement shall control. The Party whose Ordinance, Resolution, Order or regulation is in conflict with the terms hereof shall, upon notice thereof, promptly take action to amend such Ordinance, Resolution, Order or regulation as necessary to bring it into conformity with this Agreement and to seek any other governmental approvals necessary to effectuate such amendment.

7. **Good Faith.** The Parties hereby acknowledge that this Agreement imposes upon them a duty of good faith and fair dealing and they shall cooperate fully with each other in implementation of this Agreement. The Parties further agree to promptly execute such documents, grant such approvals and take other reasonable steps as may be necessary to carry out the intent of this Agreement.

8. **Severability.** In the event any term or provision of this Agreement shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the validity of the remaining terms hereof, which shall remain in effect with the invalid provisions deemed deleted therefrom.

9. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto, as well as their respective heirs, successors and assigns.

10. **Governing Law; Dispute Resolution.**

(a) This Agreement shall be governed by and construed according to the laws of the State of Wisconsin and, in the event of any dispute, venue shall lie in the Circuit Court for Sauk County, State of Wisconsin.

(b) If either Party to this Agreement believes that the other Party is in breach of this Agreement, the aggrieved Party shall promptly serve written notice of said breach upon the other Party. Such notice shall specify the nature of the alleged breach. The Parties shall meet promptly thereafter and endeavor in good faith to resolve any dispute amicably. In such even that the initial meeting fails to resolve the dispute, the non-breaching Party shall have the right to terminate this Agreement upon further written notice. Such termination shall be the sole remedy for any such breach. The Parties intend this subparagraph to waive their respective statutory right to any further notice under Wis. Stats. § 893.80(1)(a) to the extent such subsection is applicable to this Agreement.

24th IN WITNESS WHEREOF, the Parties have entered this Agreement effective as of the June day of June, 2014.

TOWN OF PRAIRIE DU SAC

By: Ronald Lins
Ron Lins
Town Board Chairperson

ATTEST:

Richard Nolden
Richard Nolden, Town Clerk

VILLAGE OF PRAIRIE DU SAC

By: Cheryl A Sherman
Cheryl Sherman
Village President

ATTEST:

Niki Conway
Niki Conway, Village Clerk

**Exhibit A
TO INTERMUNICIPAL
COOPERATION
AGREEMENT
BETWEEN THE VILLAGE OF
PRAIRIE DU SAC
AND THE TOWN OF
PRAIRIE DU SAC
(Related to Responsibilities
and Authorities within
Extraterritorial Area)**

Town of Sumpter
Town of Prairie Du Sac

**Official Zoning Map
Village of Prairie du Sac
(For Village & Extraterritorial Jurisdiction)**

- Village of Prairie du Sac
- Village of Sauk City
- Limits of Prairie du Sac Extraterritorial
- Zoning Jurisdiction
- Parcel Boundary
- Right of Way
- Surface Water

Agriculture & Conservancy Districts

- A-P - Agricultural Preservation
- A-H - Agricultural Holding
- A-T - Agricultural Transition
- CON - Conservancy

Residential Districts

- R-R - Rural Residential
- R-1-A - Single-Family Residential
- R-1-B - Single-Family Residential
- R-2 - Two-Family Residential
- R-M - Multi-Family Residential

Business & Industrial Districts

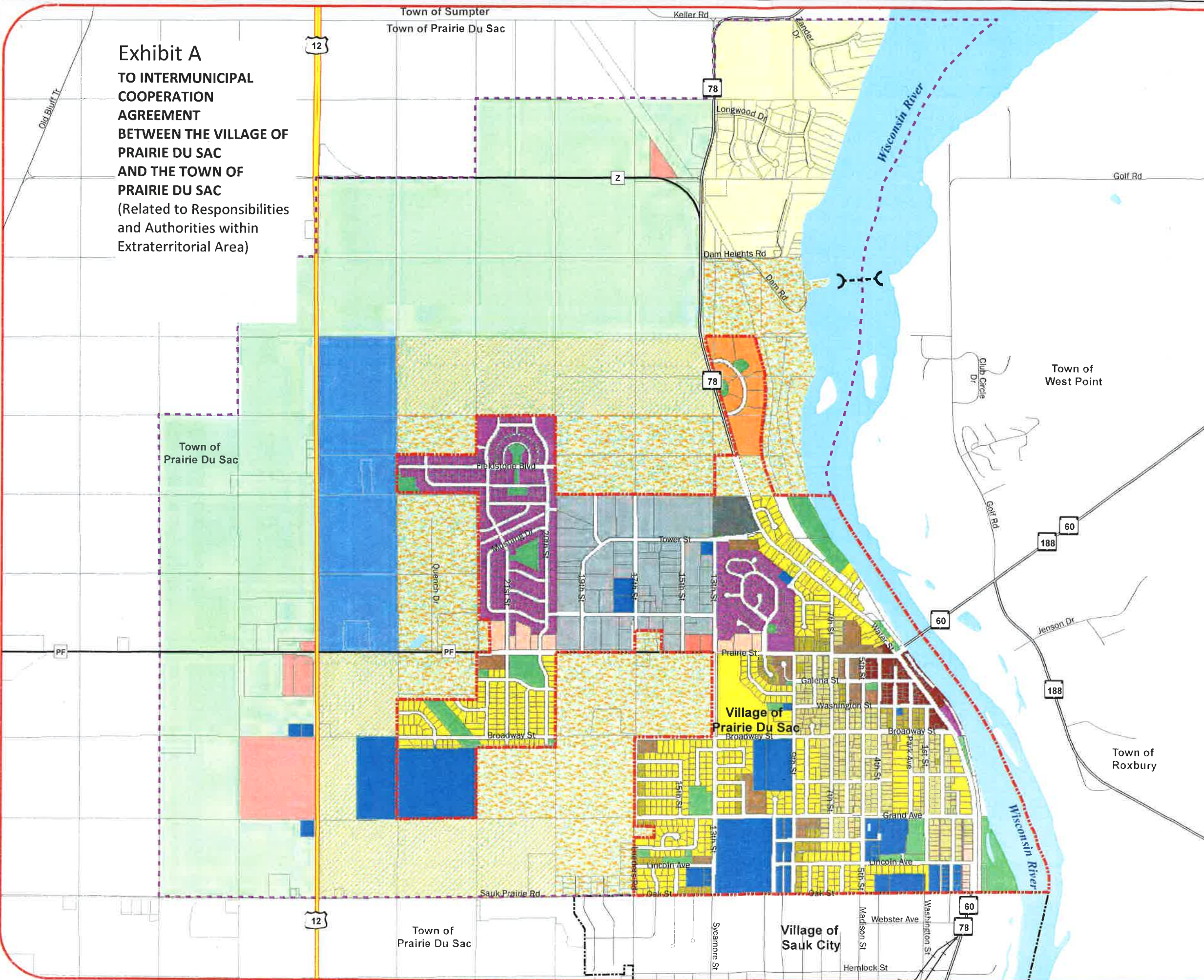
- B-N - Neighborhood Business
- B-C - Central Business
- B-H - Highway Business
- B-R - Rural Business
- O-R - Office & Research
- M-L - Limited Manufacturing
- M-G - General Manufacturing

Institutional & Transportation Districts

- I-1 - Institutional
- AIR - Airport

Special Districts

- PUD - Planned Unit Development
- TND - Traditional Neighborhood Development



Effective: August 18, 2011
Amended: May 3, 2012

