INTERGOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN
THE VILLAGE OF PRAIRIE DU SAC,
THE VILLAGE OF SAUK CITY, AND
THE TOWN OF PRAIRIE DU SAC

RE: BOUNDARY AND LAND USE MATTERS

This Intergovernmental Cooperation Agreement is made and entered into this 26th day of December, 2019, by and between the Village of Prairie du Sac ("Prairie du Sac"), a municipal corporation; the Village of Sauk City ("Sauk City"), a municipal corporation; and the Town of Prairie du Sac ("Town"), a body corporate and politic, all being located within Sauk County, Wisconsin. (Prairie du Sac and Sauk City are sometimes hereinafter referred to in the singular as a "Village" or in the plural as the "Villages." The Villages and the Town are sometimes hereinafter referred to in the singular as a "Party" or in the plural as "Parties.")

W I T N E S S E T H:

WHEREAS, 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 Parties on December 31, 2009, entered an intergovernmental cooperation agreement regarding boundary and land use matters, under the authority of Sec. 66.0301, Wis. Stats. ("2009 Agreement"); and

WHEREAS, absent further action of the Parties, the 2009 Agreement will expire on December 31, 2019; and

WHEREAS, the 2009 Agreement established an Intergovernmental Planning Committee ("IPC"), which has roles that include advising the boards of the Parties of necessary amendments and updates to the 2009 Agreement; and

WHEREAS, on January 23, 2019, the IPC recommended an update to the 2009 Agreement, and the boards of the Parties subsequently agreed to pursue an update; and

WHEREAS, the Parties desire for this updated Agreement ("this Agreement") to provide updated direction on municipal boundary changes, land use, community growth and preservation, extraterritorial powers, and other related matters affecting their shared municipal boundaries; and

WHEREAS, this Agreement is intended to enable the Parties to determine their respective boundaries and to guide and accomplish a coordinated, well-planned, and harmonious development of the territory described in this Agreement; and

WHEREAS, Sec. 66.0301, Wis. Stats., authorizes the Parties to jointly exercise powers delegated to them and, thereby, to make certain agreements between themselves; and

WHEREAS, it is the intention of the Parties that this Agreement be a binding and enforceable contract within the meaning of Sec. 66.0301, Wis. Stats.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration moving from each Party to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. The following terms as used in this Agreement shall have the following meanings, unless a different meaning clearly appears from the context:

(a) Governing Body – shall mean the Village Board of the respective Villages or the Town Board of the Town, as the case may be.

(b) Comprehensive Plan – shall have the meaning set forth in Sec. 66.1001, Wis. Stats., and includes the following:

i. Sauk Prairie Comprehensive Plan, including a Conditions and Issues volume and a Vision and Directions volume, adopted by each Governing Body on April 11, 2017;

ii. Sauk Prairie Comprehensive Outdoor Recreation Plan 2016-2020, initially adopted by the Parties in 2016 and then readopted by each Governing Body as an addendum to the Comprehensive Plan on April 11, 2017;

iii. Highway 12/PF/Airport Area Plan, adopted as an addendum to the Comprehensive Plan by each Governing Body on June 26, 2012; and

iv. All amendments and updates to the above documents made thereto, and other addenda and detailed plan components, adopted by all of the Parties during the term of this Agreement under Sec. 66.1001, Wis. Stats.

Additional definitions are set forth in the recitals hereto and elsewhere in this Agreement and shall have the meanings assigned thereto. All terms defined in the 2009 Agreement are incorporated herein by reference, unless otherwise expressly defined in this Agreement.

ARTICLE 2
NATURE OF THIS AGREEMENT

Section 2.1 Intergovernmental Cooperation. This Agreement is entered into pursuant to and in accordance with the provisions of Sec. 66.0301, Wis. Stats.; it shall be liberally construed and enforced in favor of cooperative action among the Parties.

Section 2.2 Effectiveness of Agreement. Notwithstanding any provision to the contrary contained herein, this Agreement shall not become effective unless and until the Governing Body of each Party has adopted an "Authorizing Resolution," which Resolution approves of this Agreement and authorizes its execution, and this Agreement is fully executed by all such authorized individuals. If such Authorizing Resolutions are not so duly adopted by the Governing Body of each Party on or before December 31, 2019, then in such event, this Agreement shall not become effective.

Section 2.3 Public Hearing. Prior to the adoption of the Authorizing Resolutions, the Parties hereto held a joint public hearing on this Agreement. Each Party gave notice of this Agreement and public hearing thereon by publishing a Class 1 under Ch. 985. Such notice was

given at least twenty (20) days before the public hearing. At the public hearing, each Party hereto provided proof of such publication.

Section 2.4 Publication of Agreement and Referendum. Once all of the Parties hereto adopted the Authorizing Resolution, the Parties shall jointly publish this Agreement as a Class 1 notice under Ch. 985 in a newspaper of general circulation within the jurisdiction of each Party. In the event a petition for referendum conforming to the requirements of Sec. 8.40, Wis. Stats., is signed by at least twenty percent (20%) of the electors residing within the territory whose jurisdiction is subject to change as a result of this Agreement is filed with the municipal clerks of each Party hereto, then in such event, there shall be a referendum of the electors for the purpose of approving of this Agreement. If no petition for referendum is filed, this Agreement shall become effective as of the expiration of the thirty (30) day period following publication of this Agreement. If a petition for referendum is so filed and a referendum held, then this Agreement shall become effective upon approval in the referendum or else it shall not take effect.

Section 2.5 Effective Date. The "Effective Date" for purposes of this Agreement shall be the latest of (i) thirty (30) days following the publication of this Agreement as provided for in Section 2.4 hereof; (ii) the date of the referendum approving of this Agreement as described in Section 2.4 hereof (if applicable); or (iii) January 1, 2020.

Section 2.6 Exclusivity. Once this Agreement becomes effective, no other procedure for altering a Party's boundaries may be used to alter a boundary that is affected by the terms and provisions of this Agreement, except for an annexation conducted under Sec. 281.43(1m), Wis. Stats., or by amendment of this Agreement by all the Parties. Once the term of this Agreement has expired, any boundary may be altered in the manner provided for by law.

ARTICLE 3
PURPOSE AND GOALS

Section 3.1 Purpose. The Parties adopt this Agreement in order to implement the Comprehensive Plan and to respond to a number of growth and preservation related issues. Southern portions of Sauk County ("the Sauk Prairie Area") have experienced growth pressure as a result of its proximity to the Madison/Dane County metropolitan area, its high quality of life, its utility improvements, its local economic and educational opportunities, and other factors. The Parties wish to adopt policies designed to respond to these growth pressures in an attempt to manage such growth so that it proves to be a benefit to the Sauk Prairie Area, rather than a detriment, and that farmland and natural area preservation goals can simultaneously be achieved.

Section 3.2 Goals. The goals of this Agreement are to:

(a) Maintain and build on positive relationships among the Parties;

(b) Create greater predictability and certainty in future municipal boundary changes;

(c) Better assure orderly and planned municipal growth and land development within the Sauk Prairie Area;

(d) Promote preservation of productive farmland and natural resources;

(e) Coordinate with extraterritorial zoning ordinances and other ongoing initiatives of the Parties;

(f) Advance implementation of the Comprehensive Plan;

(g) Establish mechanisms and approaches for future joint planning endeavors; and

(h) Promote or continue to promote cost-effective provisions of municipal services.

ARTICLE 4
TERM, RENEWAL, AND WITHDRAWALS

Section 4.1 Term. The initial term of this Agreement shall commence upon the Effective Date as established in Section 2.5 above and continue for a five (5) year period of time thereafter.

Section 4.2 Automatic Renewal; Renewal and Withdrawals.

(a) Notwithstanding any provisions to the contrary contained in Section 4.1 hereof or elsewhere herein (except subsection 4.2(b)), the initial term hereof shall be automatically extended for one additional five (5) year renewal term (the "First Renewal Term"), commencing upon the expiration of the initial term. Thereafter, the term of this Agreement may be extended for one additional five (5) year renewal term (the "Second Renewal Term"); provided the following condition precedents shall have occurred:

i. Each of the Parties has adopted an Authorizing Resolution which approves of the Second Renewal Term, which resolutions have been so adopted not less than 60 days prior to the expiration of the First Renewal Term.

ii. The Parties have held a joint public hearing on this Agreement, in the manner set forth in Section 2.3 above.

iii. This Agreement is republished as provided for in Section 2.4, and no petition for referendum is filed as provided for therein. If a petition for referendum is so filed, this Agreement shall not renew for the Second Renewal Term unless the Parties determined to actually hold the referendum and the requisite elector approval is so obtained.

(b) Notwithstanding the provisions of Section 4.2(a) above, any Party hereto may give written notice to the other Parties of such Party's intent to withdraw as of the end of the initial term. If such notice is so given, it shall be given at least one hundred eighty (180) days prior to the end of the initial term, and may set forth the reasons why such Party has elected to withdraw from this Agreement. Such notice shall be given to the municipal clerks of the other Parties.

Section 4.3 Intergovernmental Planning Committee Review of Withdrawal Reasons. In the event a Party gives notice of intent to withdraw as provided for in Section 4.2(b) above, the IPC continued via Article 5 hereof shall meet to consider the notice and the reasons, if any given, for such withdrawal. The IPC shall make a written report to the Parties at least ninety (90) days prior to the expiration of the initial term of this Agreement addressing and making recommendations with respect to the continuation of this Agreement and any reasons given for withdrawal; and such report shall be given to the municipal clerks of each Party. Once such report is so received, the Party giving the notice of intent to withdraw may rescind such notice by sending a writing to that effect to the municipal clerks of the other Parties at least sixty (60) days prior to

the expiration of the initial term. If such notice of rescission is given, then the subject Party cannot withdraw; and this Agreement continues in accordance with its provisions. If such rescission notice is not given, then in such event the Party giving the notice under Section 4.2(b) above shall withdraw effective as of the end of the initial term; and in this event, either of the remaining Parties may terminate this Agreement at any time thereafter, without further notice.

ARTICLE 5
INTERGOVERNMENTAL PLANNING COMMITTEE

Section 5.1 IPC Continuation and Composition. The Parties agree to continue the IPC, first established through the 2009 Agreement, which shall consist of nine (9) individual members with three (3) such members being appointed by the Governing Body of each Party. Each individual member shall serve at the pleasure of the Party who appointed such member. Any replacement of a member shall be effective upon action of the Governing Body of the Party in question providing for such replacement. The Party making each such appointment or replacement shall so notify the other Parties in writing at least thirty (30) days in advance of the next scheduled IPC meeting.

Section 5.2 Rules of Meeting Conduct. The IPC shall elect a Chairperson and a recording secretary who shall hold such positions for a term of one (1) year and until their successors are appointed. All meetings of the IPC shall be open meetings, subject to the Wisconsin Open Meetings Law, and shall be conducted in accordance with the most recent edition of *Robert's Rules of Order*, available at the time of any such meeting. For purposes of any meeting of the IPC, a quorum of individual members is required to conduct the same; and a quorum is defined as a majority of such individual members present in person, provided there is at least one (1) representative member present that has been appointed by each Party. Although a quorum may not be present at any meeting, such members may adjourn the meeting until a quorum can be obtained. The act of a majority of the members of the IPC present at any meeting where a quorum is present is the act of the IPC. No member of the IPC may vote by proxy. Any member may attend by telephone provided public access is provided in accordance with the Wisconsin Open Meetings Law.

Section 5.3 Current IPC Members. As of the date of execution of this Agreement by the Parties, each Party has appointed three (3) individuals to serve as members of the IPC. Such individuals shall serve as members until they resign or are replaced as provided for herein.

Section 5.4 Power and Authority. The IPC shall have the following duties and functions:

(a) Administer this Agreement on behalf of the Parties;

(b) Identify and recommend to the Governing Bodies of each Party intergovernmental issues and potential solutions not adequately addressed in this Agreement;

(c) Recommend proper interpretations of the terms of this Agreement upon request of any Party and fulfill its duty under Article 15 if required;

(d) Consider, manage, and recommend to the respective Governing Bodies of the Parties amendments and update to the Comprehensive Plan, pursuant to the procedures and criteria specified within said Plan and Sec. 66.1001, Wis. Stats;

(e) Discuss and advise on priorities and joint implementation of Comprehensive Plan initiatives, as currently outlined in Figure 12-1 of its Vision and Directions volume;

(f) Engage in other joint planning or implementation efforts as the Villages and Town may endeavor to consider; and

(g) Advise the Governing Bodies of the Parties on any recommended amendments or updates to current and future joint plans and development-related ordinances.

Section 5.5 Special Provisions. In addition to the general power and authority conferred in Section 5.4 above, the IPC shall:

(a) Have such additional power and authority as may be conferred upon it by resolutions duly adopted by the Governing Bodies of the Parties, from time to time, and as specified in this Agreement;

(b) Respond to any request for information or advice made by the Governing Body of any Party, its Plan Commission, its chief administrative official, or a Joint Extraterritorial Zoning Committee of the Parties on planning issues associated with the Comprehensive Plan or on planning issues among the Parties or between any two (2) of them, within forty-five (45) days following the date of such request;

(c) At least one hundred eighty (180) days prior to the end of the initial term or any renewal term of this Agreement, meet to review this Agreement and recommend to the Governing Bodies of the Parties any amendments that should be made to this Agreement for application in the renewal term;

(d) Prepare any report required pursuant to Section 4.3 above; and

(e) Meet no fewer than one (1) time in the first six (6) months of each calendar year, for purposes of monitoring and directing progress on implementing this Agreement and the Comprehensive Plan, advising any amendments to either, and potentially requesting from the Governing Bodies sufficient resources for their implementation.

(f) Provide all written reports or correspondence from the IPC to any Party to all other Parties.

ARTICLE 6
BOUNDARY CHANGE BETWEEN THE VILLAGES

Section 6.1 Common Annexation Boundary Line. Currently the Villages share a common boundary line and desire to establish a future common boundary line in the Town which will establish areas within which each Village may subsequently annex lands in accordance with this Agreement. Accordingly, there is hereby established by and between the Villages a "Common Annexation Boundary Line" located along the centerline of Sauk Prairie Road/Oak Street, which line runs east from the intersection of Sauk Prairie Road with U.S. Highway 12 along Sauk Prairie Road and Oak Street to the terminus of Oak Street on the western bank of the Wisconsin River. Attached hereto and marked as Exhibit 1 is a copy of a map showing the Common Annexation Boundary Line so established. The Common Annexation Boundary Line is intended to establish a boundary between the Villages that will limit annexation of lands by each of the Villages of the areas hereinafter described during the term of this Agreement.

Section 6.2 Annexations by Prairie du Sac. During the term of this Agreement, Prairie du Sac shall not annex any land within the Town located south of the Common Annexation Boundary Line established in Section 6.1 hereof, except where such action has been expressly approved in writing in advance by the Governing Body of Sauk City.

Section 6.3 Annexations by Sauk City. During the term of this Agreement, Sauk City shall not annex any land located north of the Common Annexation Boundary Line established in Section 6.1 hereof, except where such action has been expressly approved in writing in advance by the Governing Body of Prairie du Sac.

Section 6.4 Developments Contiguous to Common Boundary Line. During the term of this Agreement, in the event any real estate or park development shall occur on lands within any Village, which lands are within three-hundred (300) feet of the Common Annexation Boundary Line or include a new public street or driveway connecting to Sauk Prairie Road, the Villages agree as follows:

1. At such time as an application for a land division approval, site plan approval, conditional use permit, and/or zoning change is submitted to the Village in question, such Village shall notify the other Village in writing and provide a copy of the application or petition. The other Village shall then have a period of thirty (30) days thereafter within which to review the application and/or petition and to provide its written comments thereon.
2. The Village receiving the comments shall review such comments in good faith and endeavor to work with the commenting Village in order to collaborate on land use, park and recreational concerns, environmental protection, storm water management, transportation, and other issues of mutual concern; and both Villages agree that they shall be guided by the Comprehensive Plan and the jointly-adopted Official Map. However, nothing contained herein shall be construed as requiring the consent or approval of the other Village for purposes of any such zoning and/or land division approvals.
3. In connection with any kind of land development near the Common Annexation Boundary Line, each Village agrees to cooperate with the other on locating intersecting roads and paths, the naming thereof, and the placement thereof, in order to comply with the recommendations of the Comprehensive Plan and the Official Map. Such cooperation includes maximizing the potential for four-way intersections, minimizing private driveway access to Sauk Prairie Road, and facilitating bicycle and pedestrian connections in accordance with the Comprehensive Plan. Each Village will make every reasonable effort to require dedication or conveyance of a minimum right-of-way for Sauk Prairie Road of seventy (70) feet wherever practicable.
4. Any annexation of land by a Village contiguous to the Common Annexation Boundary Line as authorized in this Agreement shall be to the centerline of Sauk Prairie Road/Oak Street, except with the prior written consent of the Governing Body of the Town. The cost of repair, maintenance, and replacement of such road as is located within their respective corporate boundaries as established from time to time shall be as specified in Section 8.3.

ARTICLE 7
MUNICIPAL BOUNDARIES BETWEEN THE VILLAGES AND TOWN

Section 7.1 Description of Permitted Annexation Area. Exhibit 1 designates areas of the Town as the "Permitted Annexation Area." That portion of the Permitted Annexation Area

located north of the Common Annexation Boundary Line is subject to annexation to Prairie Du Sac, and that portion of the Permitted Annexation Area located south of the Common Annexation Line is subject to annexation to Sauk City.

Section 7.2 Prohibited Annexation. The boundaries of the Permitted Annexation Area in Exhibit 1 are intended to establish the outer limits of annexation and the potential boundaries of the Villages within the current Town territory for the period of time prior to the Expiration Date or termination of this Agreement, as the case may be. Prior to January 1, 2029 (the "Expiration Date") and provided this Agreement is in effect, neither Village may annex any lands located within the Town, which lands are not contained in the Permitted Annexation Area.

Section 7.3 Criteria for Permitted Annexations. Any annexation allowed under this Agreement shall:

(a) Precede connection to municipal sanitary sewer, water, and electrical services, except per Section 8.1, and

(b) Be in accordance with any procedure authorized by Wisconsin law now or hereinafter in effect, and

(c) Not be intended to impede any current eligibility for farmland preservation tax credits, unless it is the intent of the annexing party to remove such eligibility, and

(d) Not impede operation or expansion of the Sauk Prairie Airport in the manner indicated in Article 12.

Section 7.4 Restrictions on Town Approvals in Permitted Annexation Area. During the term of this Agreement, the Town shall not approve of any zoning changes or any land division within the Permitted Annexation Area, except as has been expressly approved in writing in advance by the Governing Body of the Village with jurisdiction over the Permitted Annexation Area. Zoning changes shall include rezonings, conditional use permits, and site plan approvals. Zoning changes and land division may occur only if the lands in question are annexed as provided for in this Agreement, subject to the above exception.

Section 7.5 Payments to Town. The annexing Village shall pay to the Town, through landowner or developer contributions or otherwise, the payments pursuant to Sec. 66.0217(14)(a)1., Wis. Stats., as may be amended from time to time, as a result of any annexation of lands pursuant to this Agreement. At the discretion of the annexing Village, such payments may be made to the Town in one lump sum at the time of annexation.

ARTICLE 8
MISCELLANEOUS ANNEXATION AND DETACHMENT PROVISIONS

Section 8.1 Annexation Procedures.

(a) All boundary changes authorized or permitted pursuant to the terms and provisions of this Agreement shall be accomplished by the enactment of an ordinance by the Governing Body of the Party in question.

(b) The Town agrees that it will not contest or challenge any annexation by a Village provided the annexation is consistent with the terms and provisions of this Agreement.

(c) Annexations authorized pursuant to the provisions of Sections 6 and 7 hereof shall be initiated by requests of property owners and/or electors as provided for in Sec. 66.0217, Wis. Stats., as amended from time to time, except that the associated Village may enact deferred annexations permitted under 8.1(d) by adoption of an ordinance by the Governing Body any time within sixty (60) days before earlier of the Expiration Date or termination of this Agreement per Section 66.0301(6)(e), Wis. Stats. without such requests.

(d) Certain properties within the Permitted Annexation Area have already had some non-agricultural building and site development served by private on-site wells and/or wastewater treatment (septic) systems. The Parties discourage the replacement or expansion of such systems in the Permitted Annexation Area wherever practical in favor of connection to municipal sanitary sewer and water service. To facilitate this goal, for each such property within the Permitted Annexation Area provided with municipal sanitary sewer and/or water service(s), the associated Village may enable connection to its municipal sanitary sewer and/or water service(s) without first annexing said property. In such case, such Village will require each such land owner to sign a "Pre-Annexation Agreement" as a condition of being provided such service(s). The content of each such Pre-Annexation Agreement will reflect the requirement for deferred annexation as described in this Agreement.

Section 8.2 Town Islands Permitted. Any annexation under the terms of this Agreement that is within the area marked "'Town Islands' Permitted" in Exhibit 1, including portions of highway rights-of-way, may result in the creation of a Town island, which is an area of the Town that is completely surrounded by one or both Villages, per Sec. 66.0221(2). Within any such Town islands:

(a) The annexing Village shall be responsible for the maintenance, repair, and improvement of all Town roads and other Town-owned lands and improvements within the Town island area.

(b) The annexing Village shall coordinate with police/sheriff and fire service providers with the goal of either coordinating such services within the Town island area, or transferring the responsibility for such services to a district under the full or partial jurisdiction of the annexing Village as may be permitted by law and mutual agreement of the providers.

Section 8.3 Streets and Highways. Except where otherwise provided in this Agreement or by resolution of the Governing Bodies of the Town and the associated Village, the following shall govern street and highway maintenance in areas of mutual concern:

(a) The Village of Prairie du Sac shall maintain and repair all of Broadway Street, all of Lueders Road north of Oak Street/Sauk Prairie Road, and associated utility and stormwater improvements. The Village of Sauk City shall maintain and repair all of Lueders Road south of Oak Street/Sauk Prairie Road and north of the entrance to the DNR Sauk Prairie Canoe Launch and associated utility and stormwater improvements. The Villages shall collaborate on the maintenance and repair of the intersection of Lueders Road and Oak Street/Sauk Prairie Road.

(b) The Parties recognize that lands to be annexed per this Agreement may include all or portions of public roads, as limited by Section 6.4(4). If the annexation does not include the entirety of the road right-of-way, but only a portion thereof, then the annexing Village

and the Town (or the other Village if its boundary line is to the center of the subject road) shall negotiate in good faith a written cooperative agreement concerning road maintenance, repair, and replacement at the time of annexation.

(c) In the event that the annexing Village and Town are unable to execute such a written agreement, the annexing Village and the Town (or the other Village as the case may be) are each responsible for its proportionate share of the cost of such repair, maintenance, and replacement within its jurisdiction. In the event the interested Parties are unable to resolve what constitutes a "proportionate share" for purposes of the foregoing, the IPC shall determine the same; and its decision is binding upon such Parties.

(d) Where the entire road right-of-way is annexed but the annexation leaves land within the Town (or the other Village) abutting the annexed road, then in such event the annexing Village shall have the obligation to repair and maintain such road right-of-way; and the Town (or the other Village) shall have no obligation therefor, absent a written agreement to the contrary. However, the Town (or the other Village) agrees that the annexing Village may specially assess lands in accordance with Wisconsin law located within the Town (or other Village), which land abuts the public road for the cost of any public improvement associated therewith, provided such land is benefitted by the public improvement. Similarly, the Town (or other Village) consents to the annexing Village levying, from time to time, special charges against such lands pursuant to the provisions of Sec. 66.0627, Wis. Stats., to cover current services associated with the public road right-of-way.

Section 8.4 Detachments Permitted. The applicable Governing Body and Town Board may agree to detach from a Village any property in that Village during the term of this Agreement. The procedures in Sec. 66.0227, Wis. Stats., shall be followed for all detachments.

ARTICLE 9
EXTRATERRITORIAL JURISDICTIONS OF THE VILLAGES

Section 9.1 Extraterritorial Zoning Jurisdiction. Except as provided for in Section 9.2 below, no provision of this Agreement shall be construed as prohibiting or limiting the authority of the Villages, or any one of them or any joint committee established under Sec. 62.23(7a), Wis. Stats., to establish, maintain, and administer extraterritorial zoning jurisdictions in accordance with the provisions of applicable law. To the extent that any Village has zoning ordinances providing for extraterritorial zoning jurisdiction, such ordinances (and any intergovernmental cooperative agreement relating to such extraterritorial zoning jurisdiction) shall remain in effect, be applied and administered as set forth therein, and not affected by this Agreement, except as provided for in Sections 9.2 and 9.3 below.

Section 9.2 Restrictions on Villages' Extraterritorial Subdivision Authority and Zoning Authority. Sauk City's extraterritorial jurisdiction for purposes of land division approval and zoning approval shall not extend north of the Common Annexation Line, as established in Section 6.1, and its western extension. Similarly, the Village of Prairie du Sac's extraterritorial jurisdiction for land division approval and zoning approval shall not extend south of the Common Annexation Line and its western extension. These restrictions shall continue for so long as this Agreement remains in effect.

Section 9.3 Extraterritorial Jurisdictions Within the Town. Except as provided for in this Agreement, the Villages agree not to enact any zoning ordinances or subdivision ordinances having jurisdiction within any area of the Town that is located outside the area marked "Extraterritorial Jurisdictions within Sauk County" and shown on Exhibit 1, except with the express written consent of the Governing Body of the Town.

Section 9.4 Recommendations. Neither the Villages nor the Town will approve or recommend for approval any rezoning, conditional use permit, subdivision plat, or certified survey map unless it is consistent with the recommendations of the Comprehensive Plan, as may be from time to time amended and consistent with the terms of this Agreement.

ARTICLE 10
COMPREHENSIVE PLANNING AND PLAN IMPLEMENTATION

Section 10.1 Annual Review. The IPC shall implement an annual process to review the Comprehensive Plan, and to consider and recommend amendments to the Comprehensive Plan based on the procedures and criteria specified in Chapter 12 of the Vision and Directions chapter of the Comprehensive Plan, or any subsequently adopted amendment thereto. The IPC may recommend amendments outside of this annual process per the procedures and criteria in said Chapter 12 or any subsequently adopted amendment.

Section 10.2 Conflicting Plans. The Villages and Town shall not prepare any substitute or competing planning document that is intended to serve as, the Comprehensive Plan without the prior written consent of the Governing Bodies of each Party.

Section 10.3 Update. The Parties will participate in an update to the Comprehensive Plan, intended for adoption prior to April 11, 2027. Such participation shall include the budgeting and expense of funds on an equal basis for the Plan update, with such expenses anticipated in 2026 and 2027.

Section 10.4 Implementing Ordinances. The Parties agree to maintain their respective ordinances, including but not limited to zoning, land division, and official map ordinances, in a manner consistent with and implementing this Agreement and the Comprehensive Plan. The failure of a Party to so maintain implementing ordinances is such manner shall constitute a breach of this Agreement entitling the other Parties to exercise the remedies provided for in Section 13.4 below.

Section 10.5 Cooperation. Each Party agrees to support decisions of other units of government that are consistent with the provisions of this Agreement, the Comprehensive Plan, or both, and oppose decisions of other units of government that are not consistent with the provisions of this Agreement, the Comprehensive Plan, or both.

Section 10.6 Limitation on Conservation Easements. The Town agrees that:

(a) Any conservation easement or deed restriction recorded pursuant to the Planned Rural Development zoning program, or any similar program of different name, will explicitly provide for its termination upon annexation to an incorporated municipality.

(b) No such provision may later be removed from such easement or restriction, or modified in a manner that changes its effect, unless the Governing Body of the annexing Village approves such removal or modification in writing.

ARTICLE 11
SAUK PRAIRIE ECONOMIC DEVELOPMENT STRATEGY

Section 11.1 Purpose. The purpose a joint Sauk Prairie Economic Development Strategy ("the Strategy") is to assure that staff and other economic development resources are efficiently utilized, the Sauk Prairie Area is positioned for larger economic development projects and efforts, competition for new development projects is avoided, and financial incentives are directed to the types of projects that best fulfill the Area's vision as described in the Comprehensive Plan.

Section 11.2 Scope and Budget. Before August 1, 2020, the IPC shall provide to the Governing Bodies a proposed scope of services and budget to complete the Strategy, making a good faith effort for an efficient process and affordable budget relative to the financial capabilities of the Parties. The IPC shall refer to the outline in Chapter 5 of the Vision and Directions volume of the Comprehensive Plan, but is not bound by such outline when developing the proposed scope and budget for the Strategy. The IPC shall identify potential outside funding sources and a potential distribution of funding from the Parties and other potential sources. In the completion of these scoping and budgeting assignments, the IPC shall confer with the staff and Economic Development Committee of the Sauk Prairie Chamber of Commerce ("the Chamber"), the staff of the Sauk County Economic Development Corporation, and the staff of the Parties.

Section 11.3 Allocation of Funds. The Governing Bodies shall, in their 2021 budgets, endeavor to allocate sufficient local funds for completion of the Strategy. In the event a Governing Body does not allocate sufficient funds, it shall provide the IPC with the reasons for such action, and the IPC shall discuss and determine whether and how the Strategy may proceed. The Parties shall execute a Memorandum of Understanding with each other concerning the disbursement of funds.

Section 11.4 Strategy Process. Following allocation of funding under Section 11.3, the Parties anticipate that the Economic Development Committee of the Chamber would oversee a public process to develop the Strategy. If commenced, such process shall include opportunities for interaction with and information from the Governing Bodies, Village Community Development Authorities, the UW-Madison Extension Sauk County office, the Sauk County Economic Development Corporation, and MadREP. In the event the Strategy is sufficiently funded but the Chamber declines to fulfill this role, the IPC shall instead fulfill such role. The Economic Development Committee (or IPC in the event the Chamber declines) shall select a qualified economic development professional service provider to assist with the Strategy.

Section 11.5 Strategy Delivery, Adoption, and Implementation. If provided with sufficient funding and before December 31, 2021, the completed Strategy shall be delivered to the Governing Bodies for their review and individual decisions on its adoption and implementation.

ARTICLE 12
SAUK PRAIRIE AIRPORT

Section 12.1 Position Statement. As articulated in the Comprehensive Plan, the Parties support the continuation of the Sauk Prairie Airport in its current location as a recreational and small business use airport. The Parties will consider private Airport expansion proposals that are consistent with this purpose.

Section 12.2 Potential Future Airport Expansion. The Parties will consider proposals to expand the Airport that are consistent with the position statement in Section 12.1 and that meet applicable criteria within the zoning ordinance and the Highway 12/PF/Airport Area Plan. Where consistent with such criteria, the Parties will entertain the possibility of some future runway or other Airport expansion to the north of the existing facilities, within the lands mapped as "Potential Future Airport Expansion Area" within the Comprehensive Plan and largely zoned in Prairie du Sac's AIR Airport zoning district.

Section 12.3 Other and Surrounding Uses. Through the Comprehensive Plan, zoning regulations, and otherwise, the Parties support an Airport-compatible land use pattern on and near the Airport ownership parcel, for as long as the Airport remains in operation. Through its zoning ordinance, Prairie du Sac shall continue to regulate airport runway protection zones north and south of the runway. West of the Airport runway, on and adjacent to the Airport ownership parcel, the Parties will endeavor to reasonably allow airport-supporting, light industrial, warehousing, and office businesses, where public utilities are provided, zoning requirements are met, and lands for such business use are annexed to Prairie du Sac per this Agreement. The outer boundaries of such area is mapped for "Business Park" or "Light Industrial" use within the Comprehensive Plan.

Section 12.4 Potential Future Transition. The Parties acknowledge the possibility of the transition in ownership, management, or both during the term of this Agreement. If, in the opinion of one or more IPC members, such a transition is occurring or appears imminent, the IPC shall facilitate a discussion including stakeholders and the general public regarding future ownership and/or management.

ARTICLE 13
NO CHALLENGES TO THIS AGREEMENT; REMEDIES

Section 13.1 No Challenges. Each Party waives any and all rights each may have to commence or maintain any action or other proceeding to contest, invalidate, or otherwise challenge the validity or enforceability of this Agreement.

Section 13.2 Defense. In the event of any action by any person other than a Party challenging the validity or enforceability of this Agreement or any of its provisions, the Parties shall reasonably cooperate in order to preserve this Agreement. If not all of the Parties are named as a party to the said action, the other Party(ies) shall seek to intervene; and the named Party shall support such intervention. To the extent deemed appropriate by the Governing Bodies of the Parties, the Parties may jointly retain counsel to represent their interests in the event of such challenge. No settlement of such an action shall be permitted without the approval of the Governing Bodies of the Parties.

Section 13.3 Breach. A Party's failure to comply with any provisions of this Agreement constitutes a breach of the Agreement.

Section 13.4 Remedies. In the event of a breach of this Agreement, any of the Parties may seek specific performance of this Agreement in addition to any other remedies available at law or in equity. The breaching Party(ies) shall pay the other Party's(ies') attorney fees reasonably incurred in seeking specific performance or other remedies for the breach.

Section 13.5 Mediation. In the event that the Parties are unable to resolve a dispute as to the construction or application of this Agreement, or if one or more Parties believe there has been

a breach by one or more of the other Parties, all Parties shall participate in mediation of the dispute or the alleged breach. The mediator shall be an impartial individual chosen by the IPC. The Parties shall attempt in good faith to avoid litigation of disputes through mediation. This Section 13.5, however, does not preclude any Party from instituting litigation, if necessary, in its opinion for the protection of its interests or if mediation is not successful. In the event of any litigation following failed mediation, the prevailing Party(ies) in such litigation is entitled to recover for the adverse Party(ies) its reasonable attorney's fees and disbursements.

ARTICLE 14
AMENDMENTS AND IMPLEMENTATION

Section 14.1 Amendment. This Agreement may be amended upon the authorization of the Governing Bodies of each of the Parties and upon the recommendation of the IPC as provided for in Section 5.5 hereof.

Section 14.2 Further Action. The Villages and Town shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Agreement.

Section 14.3 Good Faith and Fair Dealing. The Parties acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

ARTICLE 15
INVALID OR INEFFECTIVE ORDINANCE

In the event that any ordinance, including but not limited to any annexation, zoning, or subdivision ordinance, which the Parties are required or entitled to enact and/or enforce pursuant to this Agreement is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the IPC shall promptly meet to discuss how the Parties might satisfy the intent of this Agreement by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The IPC shall submit a report to the Governing Bodies of the Parties making recommendations to accomplish same.

ARTICLE 16
MISCELLANEOUS INTERPRETATION

Section 16.1 Application. Any references in this Agreement to any particular agency, organization, or officials shall be interpreted as applying to any successor agency, organization, or official or to any other agency, organization, or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular plan, statute, or ordinance shall be interpreted as applying to such plan, statute, or ordinance as recreated or amended from time to time.

Section 16.2 Headings. Section and subsection titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

Section 16.3 Laws. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin.

Section 16.4 Draftsmanship. If any term, section, or other portion of this Agreement is reviewed by a court or other judicial or quasi-judicial entity, such entity shall treat this Agreement as having been jointly drafted by the Parties.

Section 16.5 Entire Agreement. The entire Agreement of the Parties is contained in this Agreement, and it supersedes any and all oral agreements or other writings among the Parties that were related to the subject matter hereof, including but not limited to the 2009 Agreement.

Section 16.6 Not Exclusive. This Agreement is not intended as the only intergovernmental agreement among three Parties, or any combination of them, nor is it intended to preclude new or amended intergovernmental agreements that are consistent with this Agreement.

ARTICLE 17
NOTICES

All notices required by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the section(s), subsection(s), paragraph(s), or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk(s) of the Party receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Clerk by certified mail, return receipt requested (or equivalent private delivery service). Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

IN WITNESS WHEREOF, the Parties certify that this Agreement has been duly approved by their respective Governing Bodies in accordance with state and local laws, rules, and regulations; and each has caused their duly authorized officers to execute this Agreement on the dates written before their respective signatures.

SIGNATURES ON FOLLOWING PAGES

THE VILLAGE OF PRAIRIE DU SAC
a Wisconsin Municipal Corporation

Date: 12-23-19

By: Cheryl A Sherman
Cheryl Sherman, Village President

Date: 12-23-19

Attest: Niki Conway
Niki Conway, Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

Personally came before me this 23rd day of December, 2019, Cheryl Sherman, Village President, and Niki Conway, Village Clerk, of the Village of Prairie du Sac, Wisconsin, a Wisconsin municipal corporation, to me know to be such Village President and Village Clerk of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

Jennifer Ra Evert
Notary Public, State of Wisconsin
My Commission 06/26/2022.

JENNIFER RA EVERT
Notary Public
State of Wisconsin

THE VILLAGE OF SAUK CITY
a Wisconsin Municipal Corporation

Date: 12/26/2019

By: Jim Anderson
Jim Anderson, Village President

Date: 12/26/2019

Attest: Vicki Breunig
Vicki Breunig, Village Administrator/Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

Personally came before me this 26th day of December, 2019, Jim Anderson, Village President, and Vicki Breunig, Village Administrator/Clerk, of the Village of Sauk City, Wisconsin, a Wisconsin municipal corporation, to me know to be such Village President and Village Administrator/Clerk of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

HEIDI KOCH
NOTARY
PUBLIC
STATE OF WISCONSIN

Heidi Koch
Notary Public, State of Wisconsin
My Commission 6/30/23.

THE TOWN OF PRAIRIE DU SAC
a Wisconsin Municipality

Date: Dec 26, 2019

By: Janine Godfriaux-Leystra, Town Chairperson

Date: Dec. 26, 2019

Attest: Richard Nolden, Town Clerk

JANET M. KRAEMER NOTARY PUBLIC STATE OF WISCONSIN

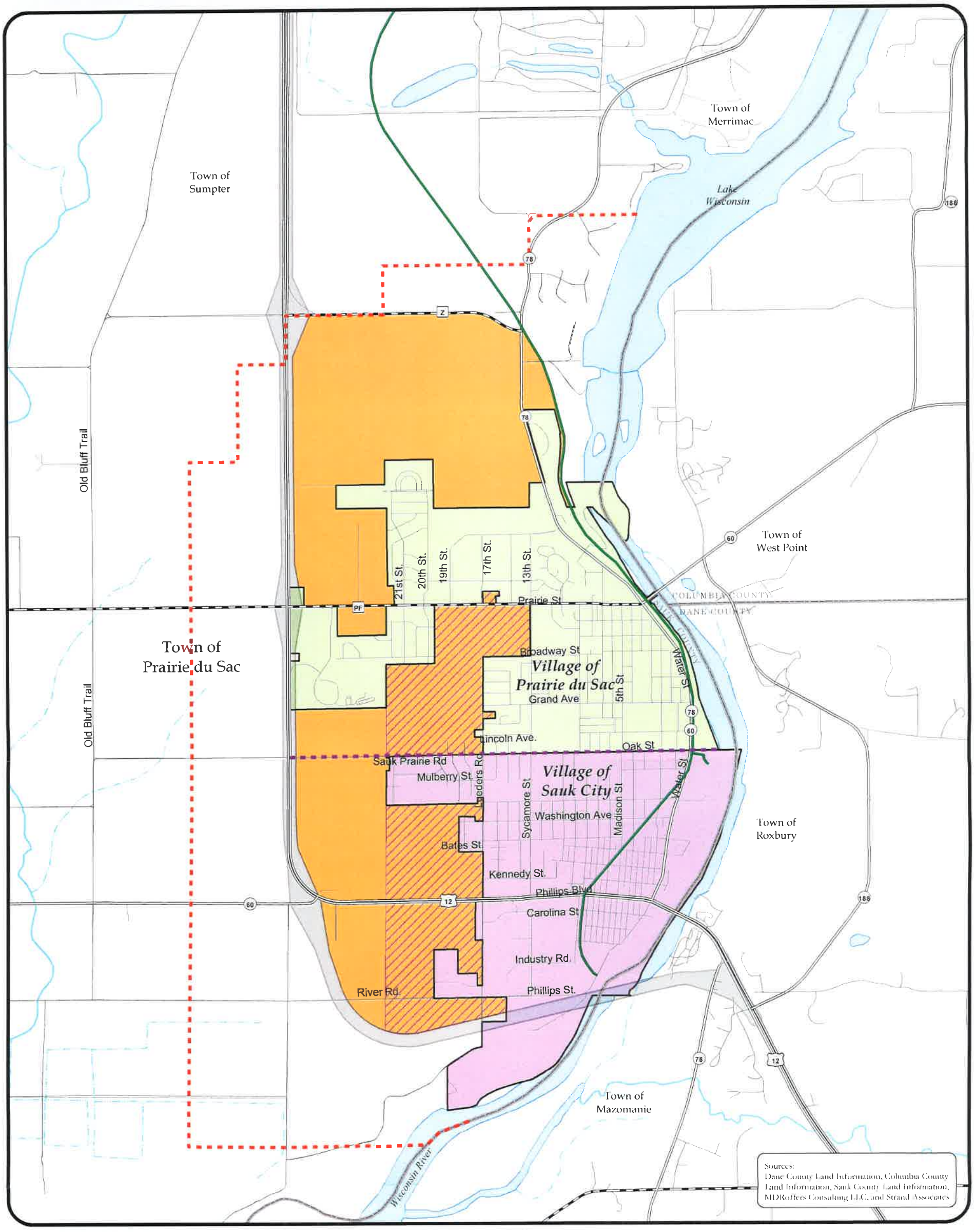
STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

Personally came before me this 26th day of December, 2019, Janine Godfriaux-Leystra, Town Chairperson, and Richard Nolden, Town Clerk, of the Town of Prairie du Sac, Wisconsin, a Wisconsin municipal corporation, to me know to be such Town Chairperson and Town Clerk of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

Janet M. Kraemer
Notary Public, State of Wisconsin
My Commission 3-14-21.

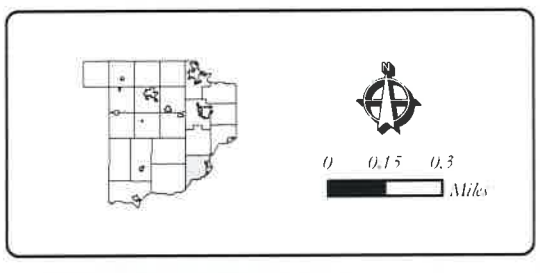
INDEX TO ATTACHMENTS

Exhibit 1	Sauk Prairie Intergovernmental Agreement Map



ADOPTED: November 12, 2019

Exhibit 1



Sauk Prairie Intergovernmental Agreement Map

- Officially Mapped Highway 12 Bypass Alignment
- United States Highways
- State Highways
- County Highways
- Great Sauk State Trail
- County Border
- Municipal Boundaries (July 2019)
- Surface Water
- Village of Praire du Sac (July 2019)
- Village of Sauk City (July 2019)
- Village Extraterritorial Jurisdictions within Sauk County
- Common Annexation Boundary Line
- "Town Islands" Permitted
- Permitted Annexation Area

This map is one component of a broader intergovernmental agreement among the Village of Sauk City, Village of Prairie du Sac, and Town of Prairie du Sac. The agreement text includes further descriptions of the information on this map, plus other provisions that are not map focused and are therefore not represented on this map.