

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF _____ AND WASHINGTON COUNTY**

Whereas, the Town of _____ (herein referred to as the "Town") and the Washington County Land & Water Conservation Division (hereinafter referred to as the "County") both recognize the negative impacts that uncontrolled soil erosion and stormwater runoff from urbanizing lands has on local water resources and downstream properties; and

Whereas, the Town has adopted Chapter ____ of the Town Code entitled "Erosion Control and Stormwater Management Ordinance" (herein referred to as the "Model Ordinance") which aims to minimize these negative impacts from all future developments within the Town; and

Whereas, §66.0301 Wis. Stats., entitled "Intergovernmental Cooperation," provides that any municipality may contract with another municipality for the furnishing of services and the joint exercise of power or duty required or authorized by law; and

Whereas, under the authority of §92.07(7), Wis. Stats. and Chapter 17 County Code, the County offers administrative and technical services to towns to implement the model ordinance within Washington County.

Whereas, under the authority of §92.07(15), Wis. Stats. and Chapter 17 County Code, the County is authorized to administer and enforce the provision of the Model Ordinance within Washington County

Now, Therefore, in consideration of these premises, the Town and the County hereby agree to cooperate and exercise their municipal powers jointly to implement the model ordinance within the Town in accordance with the following:

1 GENERAL PROVISIONS

- 1.1 **Ordinance Administrator.** The County will, through execution of this agreement, serve as "Ordinance Administrator" for the model ordinance.
- 1.2 **General Duties.** The County will complete on-site evaluations, process permit applications, make all applicable technical determinations, approve erosion control and stormwater management plans, issue and enforce Erosion and Runoff Control Permits, and carry out all other duties of the Ordinance Administrator as described in the model ordinance.
- 1.3 **Costs.** The County will provide all services associated with the model ordinance and this agreement at no cost to the Town. The County will develop and periodically update a fee schedule for permits through the model ordinance. The County will retain all fees collected.
- 1.4 **Records.** The County will maintain all records associated with administering the model ordinance and this agreement and make those records available to the Town and for public records access according to law.

2 TOWN/COUNTY ADMINISTRATIVE PROCEDURES

In order to coordinate activities and provide for effective communication between the Town and the County, both parties agree to provide the other, copies of all correspondence that occurs during the process of administering the model ordinance and other related activities. In addition, the following procedures will be adhered to:

- 2.1 **Plan Review/Approval Procedures.** The Town will invite the County to participate in all initial site visits for proposed subdivision plats and other applicable developments,

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notify the County of Town meetings scheduled to review the projects and provide copies of plats and other materials to the County in accordance with the following:

- 2.1.1 Subdivision Concept Plans. All Concept Plans will be provided to the County a minimum of 10 working days prior to scheduled action by the Town Planning Commission.
- 2.1.2 Subdivision Preliminary Plat. A copy of all Preliminary Plats will be provided to the County a minimum of 20 working days prior to scheduled action by the Town Planning Commission. The Town Planning Commission will not approve any Preliminary Plat until a Preliminary Approval Letter, as described in the model ordinance, is issued by the County.
- 2.1.3 Construction Plans. The Town will not approve final road construction plans for new subdivisions until an Erosion and Runoff Control permit is issued by the County. The County may issue a permit contingent on receiving certain additional information, if necessary.
- 2.1.4 Certified Survey Maps (CSM's) and Other Projects. For all CSM's and other land development or land disturbing activities that may require a permit under the model ordinance, a draft copy of the plan materials will be provided to the County for review and comment a minimum of 10 working days prior to scheduled action by the Town Planning Commission. The Town Planning Commission will not approve any CSM, Conditional Use Permit or other activity subject to a permit under the model ordinance before a Preliminary Approval Letter is issued by the County.
- 2.1.5 Occupancy Permit. The Town will not approve an Occupancy Permit for any building subject to a permit under the model ordinance until a maintenance agreement has been approved by the Town and the County for all stormwater management facilities that may be located on the property.
- 2.1.6 Subdivision Final Plat. The Town will not approve a Final Plat until a maintenance agreement has been approved by the Town and the County for all stormwater management facilities located on the property.
- 2.2 **Financial Guarantee**. The County will require a cash bond to ensure compliance with the provisions of the model ordinance. Due to the differing timeline involved with completing erosion control work compared to other zoning procedures, the cash bond will be independent of any other financial guarantees that may be required by the Town. The County will establish the amount of the cash bond and the conditions for release in accordance with the model ordinance provisions.
- 2.3 **Permit Enforcement Procedures**.
 - 2.3.1 Inspection/Enforcement. After a permit is issued, the permit holder will be required to provide the Town Engineer with an approved set of erosion control and storm water management plans. Any complaints by local landowners or concerns by town officials will be immediately conveyed to the County for inspection and enforcement purposes.
 - 2.3.2 Warnings. It is understood that before a citation, stop work order or other enforcement measures are implemented, a written warning will generally be issued by the County. A copy of any warnings issued will be provided to the Town Clerk, the Town Engineer.
 - 2.3.3 Citations, and other Enforcement Measures. All enforcement actions will be referred to and issued by the Town Constable except when the violation is an

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immediate and significant threat to the public or the environment, as determined by the County.

- 2.4 **Appeals.** The Town Board of Appeals will hear all appeals related to the implementation of the model ordinance. The County will provide all necessary background information and a staff report and will inform the Board on matters which involve County's services under this agreement.
- 2.5 **Legal Services.** This agreement does not involve the provision of legal services to the Town. Legal advice and representation to the Town Board, the Town Board of Appeals and Town Officials shall be provided by the Town's legal counsel. All prosecution of violations, whether by citation or lawsuit, will be done at the direction of the Town Board, using the attorney designated by the Town. Notwithstanding this provision, the opinions of the County Attorney regarding County implementation of the model code and this agreement will be provided to the Town for the Town's information. Under those circumstances where the text of the model ordinance is directly challenged, the County will consider authorizing the County Attorney to provide assistance in defending the text of the code, in order to relieve the Town of the burden of defending the model ordinance on behalf of the County and other Towns.

3 TOWN POLICIES

It is the policy of the Town to require roads and buried utilities to be installed in a timely manner that minimizes soil erosion, environmental damage and future maintenance problems. The County will ensure that the following Town policies are adhered to during the preparation and implementation of erosion control plans through the model ordinance:

- 3.1 **Utilities.** No buried utilities are allowed to be installed within the design flows of open channels, except for right angle crossings. Preferred placement of main lines is immediately along property boundaries with recorded easements for future maintenance. If this placement is impractical due to trees, slopes or other site conditions, the next preferred placement is along the outside edge of the gravel shoulder.
- 3.2 **Road Construction Deadlines.** September 15 is recognized as the deadline for successful seeding of permanent grasses. New road construction will generally not be allowed to proceed unless it is demonstrated that this deadline will be met. Exceptions to this rule may be made under unique circumstances and only if there is no off-site impact and the construction plans are approved by the Town and the County.
- 3.3 **Land Cover.** In order to minimize soil erosion from new land developments, it is Town policy to require all existing cropland to be stabilized through permanent seeding. An exception may be granted for portions that will need to be disturbed as part of the development activities.

4 LONG TERM MAINTENANCE OF STORMWATER FACILITIES

The following procedures are aimed to ensure the proper long term maintenance of stormwater management facilities within the Town. Proper maintenance will help minimize structure failure and possible damages and ensure that the facilities continue to serve their designed functions. It is understood by the Town that all County activities listed in this subsection will be completed as staff time allows.

- 4.1 **Database.** The County will create and maintain a computerized map and database of all stormwater management facilities within the Town, including: basic design data, the

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year it was installed, ownership and maintenance responsibilities (if able to determine), and a record of any inspections completed.

- 4.2 **Inspections.** The County will conduct periodic on-site inspections of stormwater management facilities and produce a written report concerning the current condition of each facility inspected. During the inspection, the County may complete simple maintenance measures such as clearing debris from outlets or removal of trash or woody vegetation.
- 4.3 **Notification.** If other maintenance action is recommended, the County will discuss the needs with the Town and jointly establish deadlines for the work to be completed by the responsible party. All this information will be included in the County inspection report, which will be provided to the responsible party by certified mail, with a copy to the Town.
- 4.4 **Enforcement.** The Town and the County will jointly enforce any maintenance requirements outlined in the inspection report, including using municipal equipment to complete maintenance work that is not completed by the responsible party within the established deadlines. The Town will use their special assessment authority to recover all County or Town costs incurred if necessary.
- 4.5 **Disclaimer.** It is understood that the County does not certify the design, construction or performance of any stormwater management facility in the Town, regardless of the conditions noted in an inspection report.

5 MISCELLANEOUS PROVISIONS

- 5.1 **Entire Agreement** This Agreement contains the entire agreement of the parties, and may not be modified unless such a modification is in writing, approved by the governing body of each party and duly executed by the authorized representative.
- 5.2 **Previous Agreement.** To the extent that the parties have previously agreed upon any matter which is the subject of this Agreement, this Agreement shall supersede all previous verbal or written agreement between the parties as to that issue or issues.
- 5.3 **Effective Date.** The effective date of this Agreement shall be the date upon which it is executed by both parties.
- 5.4 **Agreement Terms.** This Agreement shall remain in effect unless terminated by either party in accordance with the procedures below. The specific terms of this Agreement shall be reviewed annually by both parties and renegotiated or updated in writing as necessary.
- 5.5 **Termination.** The County or the Town may terminate this Agreement at any time upon sixty (60) days written notice to the other.
- 5.6 **Effect of Agreement.** The County and the Town recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between the County and other entities.
- 5.7 **Conflict Resolution.** Any conflict between the parties arising out of this agreement or the model ordinance shall be first referred to the Town Attorney and County Attorney for review. The County Attorney and Town Attorney shall report to the Land Conservation Committee and Town Board making their joint or separate recommendations regarding the dispute. If a dispute remains, the parties shall enter mediation to attempt to resolve any dispute.

