

## **CHAPTER TEN INTERGOVERNMENTAL COOPERATION**

### **Introduction**

Understanding the intergovernmental cooperation among local municipalities as well as Counties and local agencies is an important aspect of comprehensive planning. The Town of Waubeek must consider the local municipalities when developing comprehensive plans for better coordination of future development.

### **Vision**

The Town of Waubeek works cooperatively, through shared service agreements, with the City of Durand and Pepin County, to provide Town residents with cost-effective services including police and fire protection, ambulance/rescue services and road maintenance/repair. The Town continues to pursue opportunities to provide coordinated, cost-effective services with neighboring communities and the County.

### **Governmental Units and Relationships to the Town of Waubeek**

The Town of Waubeek shares a border with five municipalities. The Town must also define cooperation among the local school districts, the Wisconsin Department of Transportation, the Wisconsin Department of Natural Resources, Pepin County, and the Mississippi River Regional Planning Commission.

**Adjacent Local Government Units-** The Town of Waubeek is surrounded by a number of municipal units of government. The following is a list of Towns and Cities that border the Town of Waubeek and the Counties that those Towns or Cities are in:

#### **Pepin County**

- Town of Durand
- Town of Waterville
- City of Durand

#### **Dunn County**

- Town of Dunn
- Town of Eau Galle

**School Districts-** The Town of Waubeek falls into the Durand School District. Currently, there aren't any school facilities located in the Town of Waubeek.

### **County and Regional Government Units-**

- Pepin County
- Mississippi River Regional Planning Commission

The Town of Waubeek is located in Pepin County which has jurisdiction within the Town. Currently, Pepin County has not adopted a comprehensive plan in accordance with Wisconsin's Comprehensive Planning Legislation.

The Mississippi River Regional Planning Commission was organized in 1964 to provide planning assistance on regional issues, assist local interests in responding to State and Federal programs, provide advisory service on regional planning problems, act as a coordinating agency for programs and activities, and provide cost shared planning and development assistance to the Town of Waubeek as well as other municipalities.

Specific examples of services include: comprehensive community plans; zoning and subdivision ordinances; grant writing; geographic information system map production; revolving loan fund administration; economic development planning; economic data collection and dissemination and public policy advocacy on issues affecting our Region.

### **State Agencies-**

- Wisconsin Department of Natural Resources
- Wisconsin Department of Transportation

The Wisconsin DNR is often the regulatory agency that is responsible for the protection and sustained management of woodlands, waterways, animal habitat and other natural resources. WDNR also owns a number of parcels in the Town and therefore, they also have an interest in property management issues.

For more information please see the WDNR website: [www.dnr.stat.wi.us](http://www.dnr.stat.wi.us)

The Wisconsin Department of Transportation is responsible for maintaining and improving State Highway 25, a main corridor in the Town. For this reason, cooperation and communication between the Town of Waubeek and the Wisconsin DOT are extremely important for the development of the Town.

For more information please see the WisDOT website: [www.dot.state.wi.us](http://www.dot.state.wi.us)

**Emergency Services-** The Town of Waubeek is serviced by the City of Durand and other nearby municipalities in relation to emergency services. As mentioned in Chapter 7, Utilities and Community Facilities, the Town of Waubeek is covered by the following services:

- Pepin County Sheriff Department
- Durand Fire Department
- Durand Ambulance

## Current Agreements

The Town of Waubeek currently has written agreements with the following public service providers.

- City of Durand Ambulance Service  
Dated February 19, 2008  
Copy included at the end of this section
- City of Durand Fire Department  
Dated 1951  
Current copy is not available  
The planning commission recommends that the Town Board obtains a copy of an executed agreement or executes a new agreement.
- Pepin County Comprehensive Solid Waste Recycling Management Program  
Dated 1990  
Current copy is not available  
The planning commission recommends that the Town Board obtains a copy of an executed agreement or executes a new agreement.

The Town of Waubeek has unwritten standing agreements with the following agencies:

- Pepin County Sheriff's Department  
Law enforcement
- Pepin County Highway Department  
Maintenance and snow removal on the township roads

**Ordinances-** As required by Wisconsin State law, Pepin County is responsible for land use near shorelines, wetlands, and issues related to highway access and the sanitary code. The County has ordinances related to all of these issues.

According to the Wisconsin Chapter of the American Planning Association, "Wisconsin now has administrative rules on reclamation of nonmetallic mines. The rules are known as NR 135 and became effective on December 1, 2000. The rules require virtually all nonmetallic mines that are operating on or after September 1, 2001 to have permits based on approved reclamation plans. Counties must have a nonmetallic mining reclamation ordinance and program by June 1, 2001.

[www.wisconsinplanners.org/law/Law\\_Archive/nonmetallic\\_mineral\\_mining\\_recla.htm](http://www.wisconsinplanners.org/law/Law_Archive/nonmetallic_mineral_mining_recla.htm)

Pepin County does have its own plan and zoning ordinance requiring approved reclamation plans prior to allowing removal of minerals from the land.

### **Goals**

1. The Town of Waubeek will try to maintain and improve communication with intergovernmental entities.
2. Participate in the planning of neighboring municipalities to coordinate with them for a better future.

### **Objectives**

1. Obtain copies of written agreements with other governmental agencies or execute new agreements if copies cannot be obtained.

FINAL DRAFT

## AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT made this 19th day of February, 2008 between the City of Durand, a municipal corporation organized and existing by virtue of the laws of the State of Wisconsin hereinafter referred to as the City, and the **Town of Waubeek**, a municipal subdivision of the State of Wisconsin, hereinafter referred to as the Town.

WHEREFORE the City is in the business of providing an ambulance service known as the Municipal Ambulance Service, and

WHEREAS the Town has deemed this service to be necessary for the welfare, health and safety of the people of said Town.

WHEREAS at the special instance and request of the Town, the City has agreed to render necessary and reasonable ambulance service to the people of said Town,

NOW, THEREFORE in consideration of the premises and the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the City and the Town for themselves, their successors and assigns do hereby covenant and agree as follows:

1. The City shall provide the Town with reasonable ambulance service consistent with the normal needs of the Town based upon the City's present operating capabilities.

2. The Town shall pay to the City the sum of \$5.00 per year for each resident of said Town based upon the most recent official population estimate census available, said annual sum to be adjusted accordingly each year a new official estimate is available.

3. Said sum shall be paid by the Town to the City on an annual basis commencing **April 1, 2008** being for the year from **April 1, 2008** to **March 30, 2009**, and on each **April 1st** thereafter upon the same basis as set forth in paragraph 2 above.

4. All sums to be paid hereunder shall be paid to the City Clerk, City Hall, City of Durand, Wisconsin.

5. It is understood that said sum as set forth under paragraph 2 is for the purpose of providing the Town with an ambulance service and is not in lieu of

the normal charge to be made to the specific user of the service; that charge shall be charged by said City directly to said user of the service who shall be responsible for same independent of this agreement.

6. This agreement shall be effective for a period of three years from date hereof.

7. DEFINITIONS: People of the Town as used throughout this agreement shall mean in every case any person whose actual place of abode is within the geographic limits of said Town.

USER: User as employed throughout this agreement shall mean the person so conveyed by the City's ambulance and/or that person's parent, guardian, legal representative, next of kin or other person legally responsible for the payment of the cost incurred for the City's service.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals the day first above written.

IN PRESENCE OF

\_\_\_\_\_

**TOWN OF WAUBEEK**

By: David Klein  
Chairman

Roberta Stuart  
Clerk

**CITY OF DURAND**

Herold Davis  
Mayor

Donald Hill  
Ambulance Director

*every 3 years*