



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary
Dawn Vick, Division Administrator

August 19, 2021

Lloyd Lechner, President
Village of Kekoskee
18 S. Elm Street
Mayville, WI 53050

Don Hilgendorf, Chair
Town of Williamstown
N7437 Old Hwy 28
Horicon, WI 53032

Dear Mssrs. Lechner and Hilgendorf,

In accordance with the Dodge County Circuit Court's order per Case No. 18-CV-527, City of Mayville v. State of Wisconsin Department of Administration, the Department hereby invalidates the Cooperative Plan between the Town of Williamstown and the Village of Kekoskee, approved on October 4, 2018, along with the attachment that followed the enactment of the plan in which the town territory became part of the village.

The invalidation of both the plan and attachment will result in the re-establishment of the Town of Williamstown in its pre-attachment form.

Should you have any questions regarding the Departments action, please do not hesitate to contact me or Erich Schmidtke at (608) 264-6102.

Sincerely,

Dawn Vick, Administrator
Division of Intergovernmental Relations

Enclosure

cc:

Matt Parmentier, Attorney
Jim Hammes, Attorney
Village of Kekoskee Clerk
Town of Williamstown Clerk
City of Mayville Clerk
Town of Leroy Clerk
Town of Hubbard Clerk
Town of Theresa Clerk
Village of Theresa Clerk
Town of Burnett Clerk

City of Mayville Water/Wastewater Utility
School District of Horicon
Moraine Park Technical College District
Kekoskee-Leroy Sanitary District
Dodge County Clerk
Dodge County Corporation Counsel
Dodge County Land Resources & Parks
WiDOT Secretary
WiDNR Deputy Secretary
WiDATCP Secretary

Town of Lomira Clerk
Town of Chester Clerk
Town of Herman Clerk

School District of Lomira
Town of Oak Grove Clerk
School District of Mayville

Cooperative Plan

Village of Kekoskee and Town of Williamstown (2018)

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STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Scott Walker, Governor
Ellen E. Nowak, Secretary
Dawn Vick, Division Administrator

October 4, 2018

Lloyd Lechner, President
Village of Kekoskee
21 Valley Street
Mayville, WI 53050

Donald Hilgendorf, Chair
Town of Williamstown
W3275 County Road TW
Mayville, WI 53050

Dear Lloyd Lechner and Donald Hilgendorf,

On behalf of the Department of Administration, I am pleased to provide your communities with our approval of your Cooperative Plan.

Congratulations on your success in reaching agreement. The Department would also like to commend your communities on their perseverance in making the needed additions and revisions to your cooperative plan to ensure that it complies with the statutory standards. Your collaboration adds population to the Village enabling it to continue to function as a village.

Should you have any questions concerning our approval, or subsequent cooperative plan implementation issues, please do not hesitate to contact me or Erich Schmidtke at (608) 264-6102.

Sincerely,

Dawn Vick, Administrator
Division of Intergovernmental Relations

Enclosure

cc: John St Peter, Attorney
Matt Parmentier, Attorney
Jim Hammes, Attorney
Bonnie Hoyt, Village of Kekoskee Clerk
Mary Dessereau, Town of Williamstown Clerk
Sara Decker, City of Mayville Clerk
Erma Franke, Town of Leroy Clerk
Debra Kendhammer, Town of Hubbard Clerk
Diane Steger, Town of Theresa Clerk
Pamela Koll, Village of Theresa Clerk
Chris Merkes, Town of Burnett Clerk
Lauri Betz, Town of Lomira Clerk
Brooke Born, Town of Chester Clerk
Alison Pecha, Town of Herman Clerk

Scott Sabol, School District of Mayville
Nathan Kempke, City of Mayville Water/Wastewater Utility
Rich Appel, School District of Horicon
Bonnie Baerwald, Moraine Park Technical College District
Dale Klueger, Kekoskee-Leroy Sanitary District
Karen Gibson, Dodge County Clerk
Kimberly Nass, Dodge County Corporation Counsel
Bill Ehlenbeck, Dodge County Land Resources & Parks
Dave Ross, DOT Secretary
Ed Eberle, DNR Deputy Secretary
Sheila Harsdorf, DATCP Secretary
Bob Lloyd, School District of Lomira
Laura Maertz, Town of Oak Grove Clerk



WISCONSIN DEPARTMENT OF ADMINISTRATION

**REVIEW of the 2nd REVISED COOPERATIVE PLAN
under Section 66.0307 Wis. Stats.**

between the

**VILLAGE OF KEKOSKEE and TOWN OF WILLIAMSTOWN
DODGE COUNTY**

October 4, 2018

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STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Scott Walker, Governor
Ellen E. Nowak, Secretary
Dawn Vick, Division Administrator

This determination constitutes the Department's review of the second revised and resubmitted cooperative plan (2nd Revised Cooperative Plan) between the Village of Kekoskee and Town of Williamstown (Communities) in Dodge County under s. 66.0307, Wis. Stats. The Department is charged with reviewing cooperative plans for compliance with public interest standards set forth in s. 66.0307(5)(c) Wis. Stats.

It is the DETERMINATION OF THE DEPARTMENT OF ADMINISTRATION that the 2nd Revised Cooperative Plan, when evaluated per s. 66.0307(5)(c), Wis. Stats.:

Standard 1, Content of Cooperative Plan Sufficiently Detailed – Previously Met

Standard 2, Cooperative Plan Consistent with Comprehensive Plans and State and Local Laws and Regulations – Previously Met

Standard 3, Adequate Provision for Municipal Services – Met

Standard 4, Provision for Affordable Housing – [Repealed & Inapplicable]

Standard 5, Compactness of Plan Territory – Met

Standard 6, Planning Period Consistent with Cooperative Plan – Met

The facts and analysis supporting these findings are discussed in the body of this determination. The Department of Administration hereby determines pursuant to s. 66.0307(5)(c) Wis. Stats. that the proposed cooperative plan is APPROVED.

Amendments or revisions to the Plan can only occur with the approval of the communities, and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the provisions of s. 66.0307(8), Wis. Stats.

Dated this 4TH day of October 2018,

Dawn Vick,
Administrator, Division of Intergovernmental Relations

NOTICE OF RIGHT TO APPEAL

This Notice sets forth the requirements and procedures for obtaining review for those persons who wish to obtain review of the attached decision of the Department. Per s. 66.0307(9), Wis. Stats., decisions of the Department are subject to judicial review under s. 227.52. Per s. 227.53 any person aggrieved by a decision of the Department is entitled to review. Per s.227.53 (1) (a) 1., proceedings for review are instituted by serving a petition upon the agency, either personally or by certified mail, and by filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Per s. 227.53 (1) (a) 2m., an appeal must be filed within 30 days after mailing of the decision by the agency. Per s. 227.53 (1) (b), the petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified. Any petition for judicial review shall name the Department of Administration as the Respondent. Petitions for review should be served on the Department's Secretary, Ellen E. Nowak. The address for service is:

c/o DOA, Municipal Boundary Review
101 East Wilson Street, 9th Floor
PO Box 1645
Madison, WI 53701

Persons desiring to file for judicial review are advised to closely examine all provisions of Wis. Stat. s. 227.52, 227.53 and 227.57 to ensure strict compliance with all requirements. The summary of appeal rights in this notice shall not be relied upon as a substitute for the careful review of all applicable statutes, nor shall it be relied upon as a substitute for obtaining the assistance of legal counsel.

Executive Summary

The Department previously reviewed the cooperative plan (Original Cooperative Plan) on May 9, 2018 and found that five statutory standards were not met. As a result, the Department returned the Original Cooperative Plan pursuant to s. 66.0307(5)(d), Wis. Stats., recommending that the Communities resubmit it with revisions and additional information relating to the unmet standards. On July 27, 2018 the Village and Town did re-submit the cooperative plan with revisions and additional information (Revised Cooperative Plan). On August 24, 2018 the Department found that the Revised Cooperative Plan met two of the statutory standards, however three of the standards remained unmet. The Department again returned the cooperative plan pursuant to s. 66.0307(5)(d), Wis. Stats., recommending that the Communities resubmit it with revisions and additional information relating to the three unmet standards.

On September 4, 2018 the Village and Town did resubmit a 2nd Revised Cooperative Plan with additional revisions and information.

In reviewing this 2nd Revised Cooperative Plan under s. 66.0307(5)(c), Wis. Stats., the Department finds that all the statutory standards are now met and this cooperative plan is therefore approved.

Approval Criteria Applicable to the Department

The following paragraphs describe how the Cooperative Plan relates to the statutory review standards in s. 66.0307(5)(c) Wis. Stats. It is important to understand that this review document is not a complete restatement of the Plan. Those wanting to learn specific details, provisions, nuances, and conditions should look to the text of the Cooperative Plan itself, which is available from the Communities as well as on the Department of Administration's website at: <http://doa.wi.gov/municipalboundaryreview>.

(1) The content of the plan under sub. S. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subds. 2 to 5m. s. 66.0307(5)(c)1, Wis. Stats.

Previously Met.

(2) Is the cooperative plan consistent with each participating municipality's comprehensive plan and with current state laws, municipal ordinances and rules that apply to the territory affected by the plan? s. 66.0307(5)(c)2 Wis. Stats.

Previously Met.

(3) Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan. s. 66.0307(5)(c)(3), Wis. Stats.

The Village provides almost no services to residents directly, while the Town provides some services directly and contracts for some other services from third parties such as the City of Mayville (City) and Dodge County (County). In their Original Cooperative Plan and Revised Cooperative Plan, the Village and Town propose that after attachment of Town territory to the Village of Kekoskee (Expanded Village), the same services will be provided as are currently provided.

The Department determined that while the existing service level might generally be reasonable for some parts of the Expanded Village territory given low population density and low service demands, it may not be a reasonable service level for territory lying adjacent and proximate to the City of Mayville. Landowners in these areas may in the future desire higher intensity land uses with higher associated service level needs.

In response, the Communities' Revised Cooperative Plan provided property owners adjacent and proximate to the City with an opportunity to transfer their property to the City should they desire and require higher service levels. Specifically, the Communities' Revised Cooperative Plan proposed a *City of Mayville Growth Area* (City Growth Area) which consists of all Town of Williamstown territory identified as *2030 Future Growth Area* by the City's comprehensive plan. This growth area is 1921 acres in size, roughly double the City's current 2099-acre size. Property owners within this growth area would be allowed to petition the Expanded Village for detachment to the City and the Expanded Village would be required to approve. The City, although not a party to the Revised Cooperative Plan, would not be required to accept the detachment territory but would have the opportunity to accept the territory and extend services. By designating this City Growth Area, the Communities directly addressed the statutory standard and addressed property-owner desires and need for higher level services in those areas adjacent to and proximate to the City.

However, the Department had two concerns with the City Growth Area provision as written in the Revised Cooperative Plan:

- First, the Revised Cooperative Plan required that territory be contiguous to the City *and* that the City obtain the unanimous consent of each owner of property proposed for detachment. This requirement would have been more restrictive than what landowners currently experience with annexation, where contiguity and a simple majority of property owners is sufficient to transfer territory. Requiring unanimous consent may have prevented residents proximate to the City from detaching into the City due to unwilling landowners whose property happens to lie between.

In response, the Communities' 2nd Revised Cooperative Plan removes the unanimity requirement and instead utilizes the detachment process in s. 66.0227, Wis. Stats. as these requirements currently exist. Section 66.0227 Wis. Stats.

requires consent only of a majority of the owners of three-fourths of the territory proposed for detachment, not unanimity. This process therefore can allow for contiguous territory of unwilling landowners to be included with a detachment to enable urban development to occur.

- Second, the Revised Cooperative Plan proposed that the City Growth Area remain in effect only for a short period of time, expiring on December 31, 2030. This would have given landowners within the City Growth Area only 12 years to detach to the City. Considering that the City of Mayville Growth Area, if detached to the City, will almost double the City's current size, the Department recommended that landowners be given a significantly longer amount of time in which to detach.

In response, the Communities' 2nd Revised Cooperative Plan extends the time period to 100 years. Also, to more clearly state the intent that this area is available for detachment, the 2nd Revised Cooperative Plan re-names the City Growth Area the *Village Detachment Area*. With the extended time-period, landowners within the Village Detachment Area will now have until December 31, 2118 to detach into the City.

Because the needed revisions described above have been made, the Department finds that the standard in s. 66.0307(5)(c)3, Wis. Stats. has been met.

(5) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs. s. 66.0307(5)(c)(5), Wis. Stats.

The Revised Cooperative Plan made changes to improve compactness and added information explaining how the anticipated boundary changes ultimately create a compact boundary area.

However, the Department had the same two concerns as it had with the previous *Services* standard: 1) the requirement that detachments be unanimous, and 2) the City Growth Area remaining in effect for only a short time.

Because the 2nd Revised Cooperative Plan resolves both of these concerns, the Department finds that the standard in s. 66.0307(5)(c)5, Wis. Stats. is met.

*(6) Any proposed planning period exceeding 10 years is consistent with the plan.
s. 66.0307(c)6 Wis. Stats.*

This standard was not applicable to the Department's review of the Original Cooperative Plan because that proposed Plan did not exceed 10 years in duration.

However, the standard *is* applicable to the review of this 2nd Revised Cooperative Plan because the Village Detachment Area is proposed to remain in effect for 100 years, until December 31, 2118.

Given that it has taken the City 133 years in which to reach its current size, the Department finds that 100 years is a reasonable amount of time for landowners within the Village Detachment Area to detach into the City should they choose. Therefore, the Department finds the standard in s. 66.0307(5)(c)6, Wis. Stats. to be met.



**INTERGOVERNMENTAL COOPERATIVE PLAN
BETWEEN THE TOWN OF WILLIAMSTOWN
AND THE VILLAGE OF KEKOSKEE**

The Town of Williamstown, a Wisconsin town located in Dodge County, Wisconsin (“Town”) and the Village of Kekoskee, a Wisconsin municipal corporation located in Dodge County, Wisconsin (“Village”) hereby enter into this Intergovernmental Cooperative Plan (“Plan”) under the authority of Wis. Stat. § 66.0307.

Recitals

- A. The Village was incorporated in 1958 from territory that had previously been part of the Town.
- B. Between 1958 and the present, the Village has existed and operated as a Wisconsin village under Chapter 61 of the Wisconsin Statutes.
- C. In 2015, the Village notified the Town that it was having difficulty seating a full Village Board. The Village notified the Town that, as a result, it was considering dissolving under Wis. Stat. § 61.187.
- D. Between 2015 and the present, the Town and Village met several times to explore various options to respond to the Village’s inability to seat a full Board.
- E. As a result of those meetings, the Town and Village determined that the appropriate approach is to enter into a cooperative plan under Wis. Stat. § 66.0307 to attach the entirety of the Town to the Village, which will allow the Village to seat a full Board.
- F. The parties have further determined that the attachment and other arrangements described in this Plan will serve the purposes described in Wis. Stat. § 66.0307(3)(b) by building and accomplishing coordinated, adjusted, and harmonious development of the territory covered by the Plan in a manner that best promotes the public health, safety, morals, order, convenience, prosperity, and general welfare, as well as achieving efficiency and economy in the performance of governmental functions.
- G. Wis. Stat. § 66.0307(2)(a) through (d) require that cooperative plans be organized around “options” for future boundary changes. These options specify how boundary changes will occur under the cooperative plan. This Plan is organized around the option described in Wis. Stat § 66.0307(2)(a), which allows a cooperative plan to provide that specified boundary line changes shall occur during the planning period and the approximate dates by which the changes shall occur.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

Section 1: Participating Municipalities.

The Town and Village, whose respective boundaries as of the effective date of this Plan are shown on the map attached as **Exhibit A**, enter into this Plan under the authority of Wis. Stat. § 66.0307.

Section 2: Contact Persons.

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

For the Town: Town Chairperson, Don Hilgendorf

For the Village: Village Board President, Lloyd Lechner

Section 3: Territory Subject to the Plan.

This Plan will, in certain respects, affect the entire territory currently located in the Town and Village. The territory subject to a change of jurisdiction under this Plan is identified as “Town of Williamstown” on the map attached as **Exhibit A**.

Section 4: Purposes.

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 participating municipality’s comprehensive plan. The parties have further identified the following specific purposes of this Plan:

- (a) To resolve the Village’s inability to seat a full Village Board by increasing the geographic area from which Village Board members may be appointed or elected, as appropriate, to include the entire area currently located in the Town.
- (b) To increase governmental efficiency through the sharing of services that had been provided separately by the Town and Village, and to eliminate duplicative or unnecessary expenditures.
- (c) To establish future boundaries that protect territory currently located in the Town from annexation by neighboring municipalities, except as expressly set forth herein,

for the purpose of ensuring compact development and cost-effective provision of services.

- (d) To assure orderly development by combining the land use planning, development, and zoning functions of the Town and Village.
- (e) To increase negotiating opportunities with neighboring cities and towns to execute win-win intergovernmental agreements for items such as long-range growth planning, shared services, and boundary changes.

Section 5: Consistency with Comprehensive Plans.

Currently, the Town of Williamstown maintains a Comprehensive Plan developed under Wis. Stat. § 66.1001 entitled “*Town of Williamstown Smart Growth Comprehensive Plan: 2004 - 2023.*” The Town has initiated the process of updating this plan. The Village of Kekoskee has not developed a comprehensive plan under Wis. Stat. § 66.1001 because it does not have in effect any of the ordinances identified in Wis. Stat. § 66.1001(3).

This Cooperative Plan is consistent with the Town of Williamstown’s Comprehensive Plan in several respects:

- The Comprehensive Plan recommends that the Town “work with Mayville, Kekoskee, and Horicon on a boundary agreement.”
- The Comprehensive Plan recommends that the Town use boundary agreements to protect its agricultural lands.
- The Comprehensive Plan establishes a goal of “recogniz[ing] the importance of common concerns and interests of area governmental units,” such as Kekoskee’s pending dissolution and the City of Mayville’s growth concerns.
- The Comprehensive Plan explains that “the more the Town reaches out to area governments . . . the more cooperative opportunities will develop.”
- The Comprehensive Plan states that “all annexation should be preceded with a boundary agreement. . . .”

The parties agree that as soon as practicable upon completion of the Boundary Change, a new comprehensive plan consistent with Wis. Stat. § 66.1001 will be developed for the successor municipality. The parties intend that the new comprehensive plan will consist primarily of the current and modified version of the *Town of Williamstown Smart Growth Comprehensive Plan: 2004-2023* with updates of graphs, tables, maps and other information as

necessary. In drafting the new comprehensive plan, the area consisting of the former Village of Kekoskee will be included. The comprehensive plan will guide village leaders in achieving harmonious development within the new village borders and with neighboring communities.

Section 6: Boundary Change.

The boundary line between the Town and Village as of the effective date of this Agreement is depicted on the attached **Exhibit A**. As soon after the effective date as practicable, the boundaries shall be adjusted to those depicted on the attached **Exhibit B** (the “Boundary Change”). Specifically, the Boundary Change will involve the attachment by the Village of all territory located in the Town as of the effective date of the Plan. A legal description of that territory is attached as **Exhibit C**. The Boundary Change shall be accomplished through the adoption by the Village of an attachment ordinance under Wis. Stat. § 66.0307(10). The attachment ordinance shall be filed and recorded in the manner described in Wis. Stat. § 66.0307(10).

In accordance with Wis. Stat. § 66.1105(4)(g)(1), this Plan constitutes a cooperative boundary agreement, and the Village will not be prohibited by that section from exercising TIF authority in the territory subject to this Plan for any period of time.

Section 7: Name Change.

As soon as practicable upon completion of the Boundary Change, the Village will take those actions necessary to change its name from “Village of Kekoskee” to “Village of Williamstown.” This action shall be a change of name only and will not constitute a change in legal status or change of entity for purposes of the Village’s status as party to any contract or for any other purposes.

Section 8: Transition Period.

The period of time between the effective date of this Plan and the seating of the new Village Board pursuant to Section 9 hereof shall be known as the “Transition Period.”

During the Transition Period, neither the Town nor the Village may, without the prior written consent of the other:

- (a) Incur debt, other than refinancing of existing indebtedness.
- (b) Make any capital expenditure in excess of \$1,000.
- (c) Enter into or renew any contract with a term longer than one year.
- (d) Discharge any employee.

- (e) Hire any new employee other than to fill vacancies.
- (f) Act on any annexation petition affecting territory subject to this Plan.
- (g) Exercise any authority within the Village's extraterritorial zoning or land division jurisdiction relating to any part of the territory subject to this Plan.
- (h) Create a tax incremental district.
- (i) Apply for a grant.

Section 9: Post-Boundary Change Village Board.

The current Town Board consists of three Supervisors, one of whom serves as Town Chairperson. The current Village Board consists of three Trustees, one of whom serves as Village Board President.

The parties agree that as soon as practicable upon completion of the Boundary Change, the current Village Board members will sequentially resign from their respective positions, and the remaining Village Board members will appoint the current Town Board members as the resignees' replacements. It is the intent of this Section that upon completion of this process, the current Town Board members will serve as Village Board members, with the current Town Chairperson serving as Village Board President. This Plan is void if this transition does not occur as described herein, unless both parties agree in writing otherwise.

The parties further agree that as soon as practicable upon the effective date of this Plan, the current Village Clerk and Village Treasurer will resign from their respective positions, and the Village Board will appoint the current Town Clerk and Town Treasurer as their replacements.

After the initial appointments described in this section, all Village officer positions will be filled by either election or appointment, as appropriate pursuant to applicable law.

Section 10: Village Staff.

Upon completion of the Boundary Change, the Village will make a reasonable attempt to continue the employment of all employees employed by the Village prior to the Boundary Change. All Village employees will be employed on an at-will basis.

Section 11: Property.

Upon completion of the Boundary Change, all real, personal, and intangible property currently owned by the Town will become the property of the Village. The Town and Village will, without further consideration, execute all documents and take all other action necessary

to transfer title of such property to the Village. All property currently owned by the Village will remain owned by the Village upon completion of the Boundary Change. The Village will execute all documents and take all other action necessary to reflect its name change on all title documents.

Section 12: Budgeting.

The Town and Village have adopted separate 2018 budgets. Upon completion of the Boundary Change, the Village will, at its option, either aggregate the Town's and Village's 2018 budgets to form the Village budget for the remainder of 2018 or the Village will amend its 2018 budget to reflect the Boundary Change.

Section 13: Apportionment of Assets and Liabilities.

Pursuant to Wis. Stat. § 66.0235, the Town and Village agree that upon completion of the Boundary Change, all assets and liabilities of the Town shall become assets and liabilities of the Village. The Town and Village further agree, without further consideration, to take all actions and execute all documents necessary to accomplish this transfer of assets and liabilities.

Section 14: Planning and Zoning.

As soon as practicable upon completion of the Boundary Change, the Village will establish a Plan Commission and Board of Appeals as well as policies and practices to administer planning and zoning functions within the Village. The Village shall also establish the position and administrative functions of a Zoning Administrator.

Section 15: Ordinances.

As soon as practicable upon the Boundary Change, the Village will adopt a new Code of Ordinances intended to consolidate the current Town and Village ordinances into a single Code and to eliminate duplicative and obsolete ordinances. The parties intend that the new Code of Ordinances will consist primarily of current or modified versions of the Town's current ordinances. However, the parties also recognize that certain existing Village ordinances will be incorporated into the new Code, whether for policy reasons or to meet legal requirements applicable to villages.

The Village is currently un-zoned, while the Town has in effect its own Town zoning ordinance which has been certified by the Wisconsin Department of Agriculture, Trade & Consumer Protection for the purposes of maintaining farmland preservation tax credits for qualifying land owners. Upon completion of the Boundary Change, the Village will amend the zoning ordinance to create a new zoning district intended to apply to the currently un-zoned area comprising the current Village. In drafting the new zoning district, the Village will consider the extent to which the new district will render properties currently located in

the Village nonconforming. The Village will also adopt a shoreland zoning ordinance applicable to all territory located within the Village's shoreland zoning jurisdiction.

The ordinance shall also include provisions for the establishment of a Village Plan Commission and Board of Appeals along with policies and practices required to administer the ordinance as identified in Section 14: Planning and Zoning.

After the adoption of the new Code of Ordinances, the Village shall have sole discretion concerning the adoption, repeal, or amendment of ordinances.

Section 16: Law Enforcement, Fire Protection, and Ambulance Services.

Upon completion of the Boundary Change, the Village will continue contracting for law enforcement, fire protection, and ambulance services from third parties.

Section 17: Public Works and Utilities.

All public works and related services that were provided by the Town or Village prior to the Boundary Change shall thereafter be provided by the Village, either directly or through contracts with third parties. These public works and related services include, but are not limited to, road maintenance, snowplowing, ditch and culvert work, wood chipping, signage, stormwater management projects, mowing, salting, maintenance of the Valley Street and Elm Street lift stations, and other regular and special maintenance activities.

Section 18: Property Assessment and Board of Review.

The Town and Village shall each assess properties located in their respective territories as of January 1, 2018 in the ordinary course. However, all taxes certified to the Town or required by law to be certified against territory that was located in the Town as of January 1, 2018 shall, upon completion of the Boundary Change, be included in the Village's budget and shall be levied against that territory by the Village as if the territory were located in the Village as of January 1, 2018.

If the Boundary Change is not complete as of the time the Town and Village conduct their respective 2018 Open Book and Board of Review proceedings, the Town and Village shall conduct those proceedings separately, and upon completion of the Boundary Change, the Village shall be bound to any adjustments to property assessments made by the Town through Open Book or Board of Review.

If, however, the Boundary Change occurs before the parties have conducted Open Book and Board of Review proceedings, the Village shall perform Open Book and Board of Review functions for all territory subject to this Plan, regardless of the territory's location as of January 1, 2018.

Section 19: Recycling and Waste Disposal.

The Town and Village are presently parties to separate contracts with a private recycling and waste disposal service provider to provide such services to their respective residents. Upon completion of the Boundary Change, the Village will provide for recycling and waste disposal services to all territory subject to this Plan. However, nothing in this Plan limits the Village's authority to modify the manner of recycling and waste disposal within the Village thereafter.

Section 20: Stormwater Management.

Upon completion of the Boundary Change, the Village will adopt ordinances regulating construction site and post-construction stormwater management to the extent such ordinances are required by law and to the extent the Village is not governed by the County's construction site and post-construction stormwater management ordinances.

Section 21: Land Information.

The Dodge County Land Information Division has responsibility for all GIS mapping and services including maintenance of the building numbering program, tax parcel mapping, maintenance of the Public Land Survey System (PLSS), survey services, tax assessment and property description functions. Other information provided by the Division includes aerial photos, streets, water, most public facilities, elevation, civil boundaries, voting wards, soils, parks, railroads, trails, right-of-ways, zip codes, wetlands and floodplains. In 2012, the Land Information Division reaffirmed its commitment to work closely with all County Offices, Departments, local municipalities, state and federal agencies whose activities rely on the use of land records.

The parties intend that upon completion of the Boundary Change, there will be no change in the Dodge County Land Information Division providing the above-referenced land information services and functions to the Village. In addition, the Village will maintain all land use and zoning information layers which are not typically provided by the Dodge County Land Information Division for incorporated communities to administer Section 14: Planning and Zoning.

Section 22: Address System.

All properties located in the Town of Williamstown as of the effective date of this Agreement will maintain their current rural grid-system address after the Boundary Change. Similarly, all properties located in the Village of Kekoskee as of the effective date of this Agreement will maintain their current village address system after the Boundary Change.

Section 23: Elections.

The parties will work with the State of Wisconsin, including, but not limited to, the Wisconsin Elections Commission, and with Dodge County, to take all action necessary in preparation for the administration of federal, state, and local elections in the Village following the Boundary Change. These actions may include providing voter registration lists, establishing or modifying election wards, and designating polling places.

Section 24: Village Detachment Area.

In order to ensure that owners of territory adjacent and proximate to the City of Mayville will have the opportunity to receive higher level services through the City of Mayville, the parties hereby recognize a “Village Detachment Area.”

The Village Detachment Area is depicted in the attached **Exhibit D**. It consists of all Town of Williamstown territory identified within the City of Mayville’s 2030 Future Land Use Map – a total of 1,921.445 acres.

Upon completion of the Boundary Change described in Section 6 above, all territory located in the Village Detachment Area will become Village territory. However, the Town of Williamstown and the Village of Kekoskee, for themselves and for their successors in interest, including the Village of Williamstown, hereby agree that they will not object to, and will take all action necessary to effectuate, the detachment of territory from within the Village Detachment Area provided that the petition for detachment meets the requirements of Wis. Stat. § 66.0227 as they exist on the effective date of this Plan.

Section 25: Compactness.

The boundary changes under this Plan reflect due considerations for compactness of area. It does this in several ways.

The boundary change described in Section 6 will have the effect of eliminating the Town-Village boundary entirely, resulting in more orderly and less confusing boundaries as well as fewer boundaries than currently exist. Additionally, the outer boundaries of the combined municipality will initially be the same as the outer boundaries of the current Town of Williamstown. The current boundaries with the City of Mayville, the City of Horicon, the Town of Burnett, the Town of Theresa, the Town of Hubbard, and the Town of Chester will be unaffected.

Further, while the area to be attached under Section 6 is approximately 31 square miles, much of the attachment area is territory within the Horicon Marsh. The practical area to be attached after adjusting for this acreage is approximately 18 square miles.

Finally, under the Village Detachment Area provisions of Section 24, the size of the Village will be reduced over time. Provided that detachments meet the criteria set forth in that Section, residents in the Village Detachment Area could detach the entire 2030 Future Land Use Map area, which consists of approximately three square miles and is nearly the size of the existing City of Mayville. As a result of these attachments, the Village will continually become smaller and more compact, and the City of Mayville will grow in an orderly and compact manner

Section 26: Dispute Resolution.

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

- (a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:
 - (i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (ii) 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 successor.
 - (iii) The mediation session shall take place within 30 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - (iv) In the event that a mediator is used, each party shall provide the mediator with a brief 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 either party to supplement such information.
 - (v) 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 the parties and with the consent of the mediator. The parties shall maintain the confidentiality of the mediation 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 the mediation proceedings.

- (vi) The expenses of a mediator, if any, shall be borne equally by the parties.
- (b) If unresolved after (a) above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator they will request a 5-person panel list from the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration, or his successor. Each party will have two strikes from the 5-person panel. The parties may agree to an alternative method for the selection of a single arbitrator.
- (c) Each party will be responsible for its own fees of arbitration including attorneys' fees and expert fees.
- (d) The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award of the arbitrator is final and binding, and shall be enforceable by law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings, unless the parties agree on different arbitration procedures.
- (e) The parties agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that the failure to institute arbitration proceedings within such periods shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

Section 27: Consistency with State, Federal, and Local Laws.

This Plan is consistent with current state and federal law, shoreland ordinances, municipal regulations, and administrative rules that apply in the Town and Village. 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 28: Severability

The provisions of this Agreement 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 this Agreement, which can be given lawful effect without the invalid or unconstitutional provisions or application.

Section 29: Effective Date and Planning Period.

This Plan shall take effect upon its approval by the Department of Administration. The planning period shall be 10 years for all provisions, except that Section 24 regarding the Village Detachment Area will remain in effect until December 31, 2118 unless the Village and the City of Mayville, or their successors in interest, agree otherwise by written instrument consistent with applicable law at the time of its execution.

Section 30: Miscellaneous.

- (a) No Third-Party Beneficiary. This Plan is intended to be solely between the Town and Village. 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 party to this Plan any legal or equitable rights whatsoever.
- (b) Administration. This Plan shall be administered on behalf of the Town by the Town Chairperson or designee, and on behalf of the Village by the Village President or designee.
- (c) 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.
- (d) Binding Effect. This Plan shall bind and accrue to the benefit of all successors of the Town and Village and be binding on the parties' successive governing bodies.
- (e) No Challenges. The parties hereby waive any right each may have to commence or maintain any action or proceeding to contest, invalidate, or challenge this Plan or any of the actions required or contemplated by this Plan.
- (f) Third-Party Actions. In the event of a court action by a third party challenging the validity or enforceability of this Plan, both parties shall cooperate to vigorously defend this Plan. If only one party is named in the relevant action, the other party will seek to intervene and the named party will support such intervention. No settlement of any such action is permitted without the approval of the governing bodies of both municipalities.

The Village is a party to an agreement with the Town of LeRoy Sanitary District creating a Joint Wastewater Commission. Nothing in this Plan is intended to modify the terms and conditions of the Village's agreement with the Town of LeRoy Sanitary District with regard to the creation and operation of the Joint Wastewater Commission. This Plan may be declared null and void at the option of the Village if the Boundary Change and name change pursuant to this Plan materially and adversely affect the terms and conditions or enforceability of the agreement, including without

limitation, the Joint Wastewater Commission's contractual relations with the City of Mayville.

The Town is a party to a Negotiated Agreement concerning the Advanced Disposal Services Glacier Ridge Landfill. By its terms, the Negotiated Agreement is binding upon all of its parties' legal successors. The Town and Village intend that after the Boundary Change and name change described in this Plan, the Village shall be the Town's legal successor for purposes of the Negotiated Agreement and shall have all rights and be bound by all obligations existing thereunder. This Plan may be declared null and void at the option of the Town if the Negotiated Agreement is terminated because of the Boundary Change and name change described in this Plan.

- (g) References. Any references to a particular agency, organization, or official shall be interpreted as applying to any successor agency, organization, or official to which the contemplated functions are transferred. Except as expressly stated otherwise, any reference in this Plan to a particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.
- (h) 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.
- (i) Amendment. The procedure for amending this plan shall be that set forth in Wis. Stat. § 66.0307(8).
- (j) Continued Enforceability. The enforceability of this Plan is not affected by statutory amendments, changes in the forms of Village or Town government, or changes in Village or Town elected officials. Furthermore, this Agreement shall be construed to be binding upon the parties' respective successors, agents, and employees.
- (k) Performance Standard. This Plan requires the parties to act or to refrain from acting on a number of matters. The parties acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld, delayed, or conditioned.
- (l) 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.

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

VILLAGE OF KEKOSKEE

The undersigned officers of the Village of Kekoskee have executed this Agreement pursuant to a duly-adopted resolution of the Village Board dated August 30, 2018.

By: [Signature]
Village President

Date: SEPT. 5, 2018

By: [Signature]
Village Clerk

Date: August 30, 2018

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TOWN OF WILLIAMSTOWN

The undersigned officers of the Town of Williamstown have executed this Agreement pursuant to a duly-adopted resolution of the Town Board dated August 30 2018

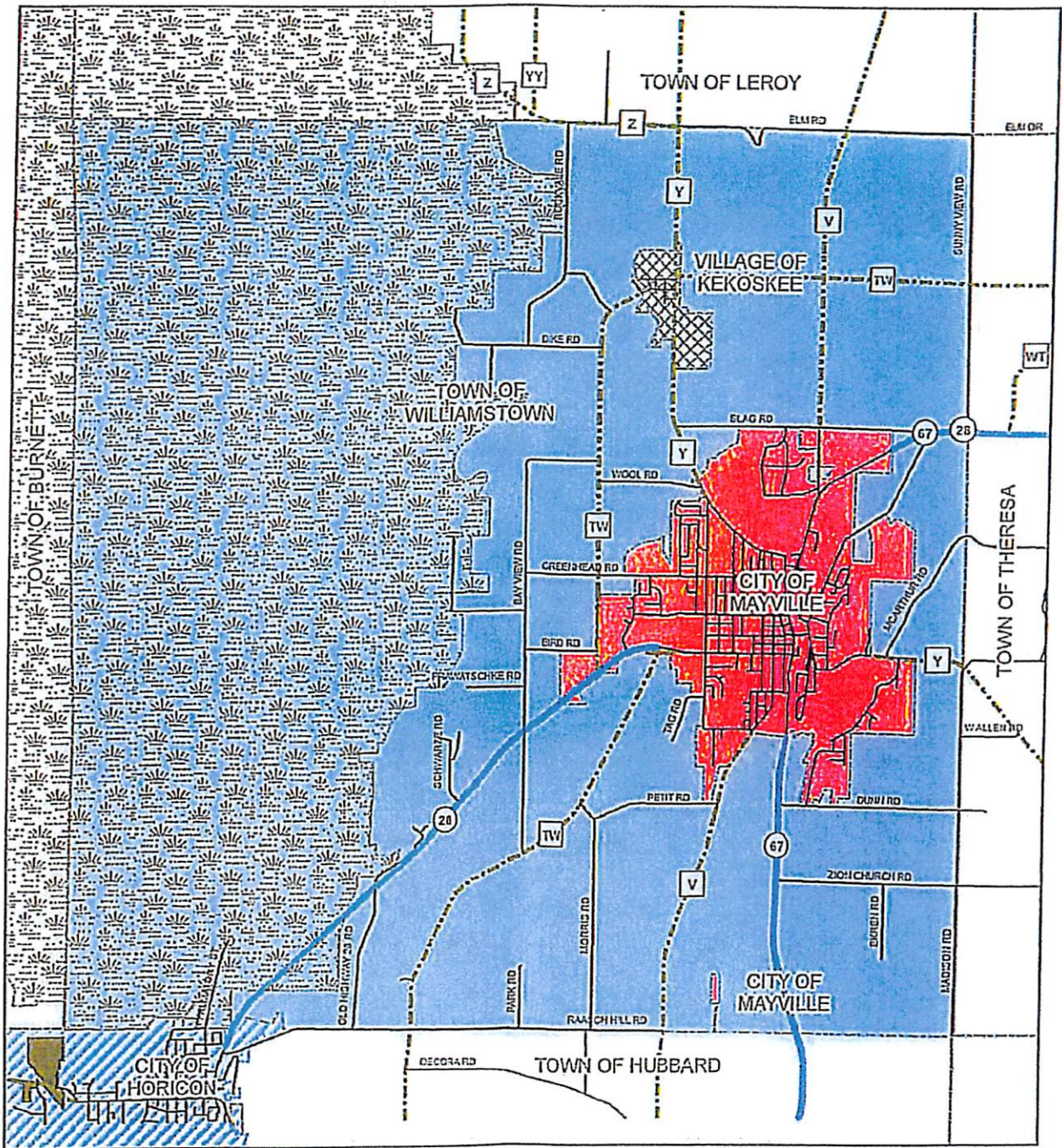
By: 
Town Chairperson

Date: August 30 2018

By: 
Town Clerk

Date: September 5, 2018

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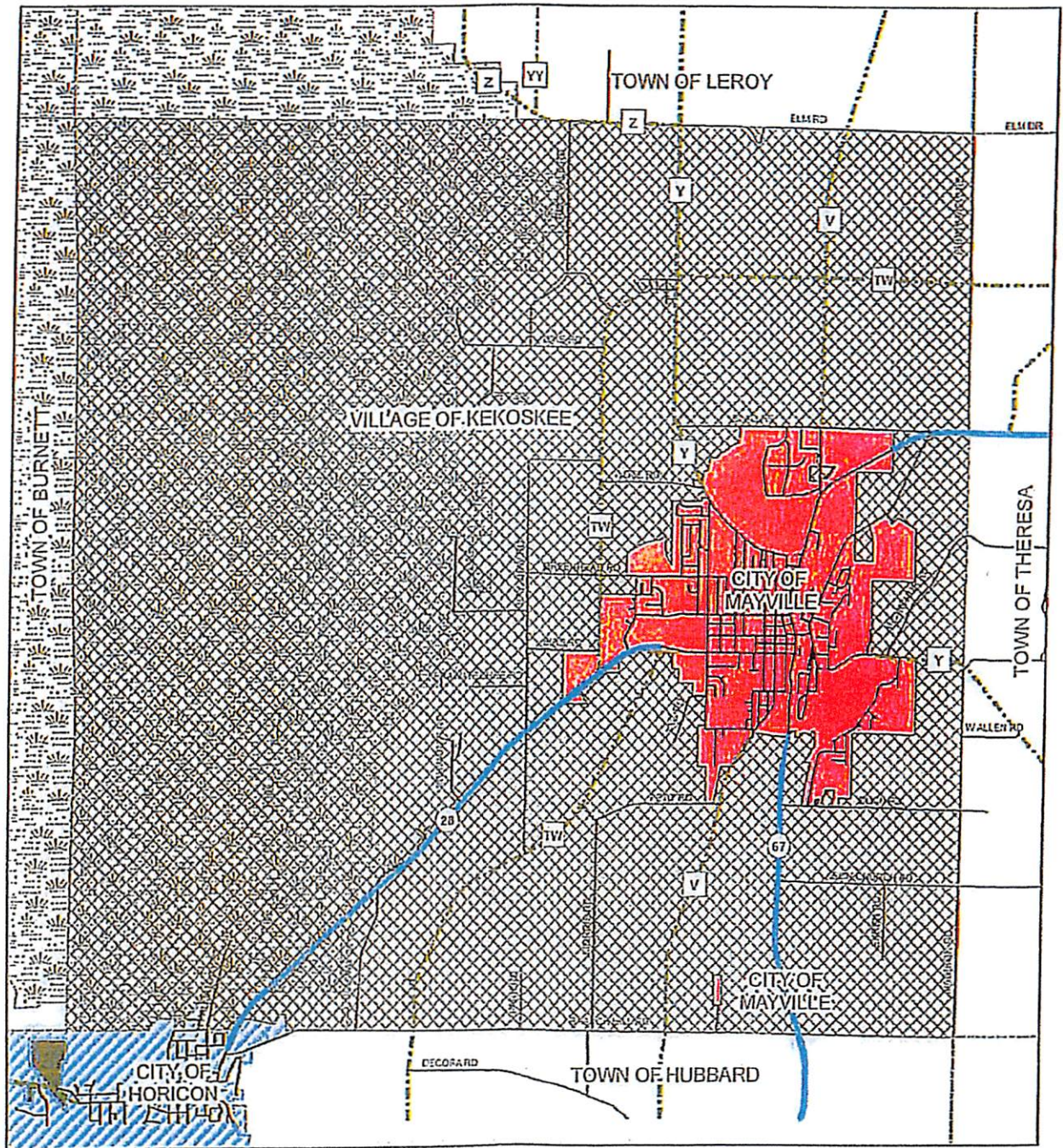


- LEGEND**
-  HORICON MARSH
 - ROAD CLASSIFICATION**
 -  LOCAL ROAD
 -  COUNTY ROAD
 -  STATE HIGHWAY

- MUNICIPALITY**
-  CITY OF MAYVILLE
 -  VILLAGE OF KEKOSKEE
 -  TOWN OF WILLIAMSTOWN
 -  CITY OF HORICON
 -  TOWN OF OAK GROVE

EXHIBIT A





LEGEND

HORICON MARSH

ROAD CLASSIFICATION

- LOCAL ROAD
- COUNTY ROAD
- STATE HIGHWAY

VILLAGE OF KEKOSKEE AFTER BOUNDARY CHANGE

MUNICIPALITY

- VILLAGE OF KEKOSKEE
- CITY OF MAYVILLE
- CITY OF HORICON
- TOWN OF OAK GROVE

EXHIBIT B



EXHIBIT C
DESCRIPTION OF LANDS TO BE TRANSFERRED FROM
TOWN OF WILLIAMSTOWN TO VILLAGE OF KEKOSKEE
PURSUANT TO BOUNDARY LINE ADJUSTMENT

ALL LANDS LOCATED IN TOWNSHIP 12 NORTH, RANGE 16 EAST, DODGE COUNTY,
WISCONSIN, ALL IN THE TOWN OF WILLIAMSTOWN.

Excepting therefrom, that part of the City of Horicon, as described in Corporate Boundaries filed January 2, 2004, located in Section 31 and 32, T. 12 N., R. 16 E., Dodge County, Wisconsin, that lays North of the South lines of said Section 31 and 32, and south of a line more particularly described as follows:

Commencing at the S 1/4 corner of Section 32, T. 12 N., R. 16 E.; then S. 88° 58' 53" W., along the South line of said Section 32, 201.07 feet to the centerline of Raasch's Hill Road; then S. 66° 57' 45" W., along said centerline, 312.49 feet to the real point of beginning; then N. 8° 10' 15" W., 742.15 feet; then S. 82° 40' 30" W., 196.55 feet; then S. 23° 53' 30" W., 407.43 feet; then N. 80° 28' 30" W., 868.60 feet; then N. 88° 56' 30" W., 375.65 feet to the centerline of S.T.H. "28"; then southwesterly, along said centerline, along a 844.24 foot arc of a curve to the left having a 3819.63 foot radius and being subtended by a 842.53 foot chord bearing S. 25° 49' 40" W.; then S. 19° 29' 45" W., continuing along said centerline, 303.42 feet to the East line of Section 6; T. 11 N., R. 16 E.; then N. 2° 27' 54" W., along said East line, 635.44 feet to the NE corner of Section 6; then S. 88° 06' 05" W., along the North line of Section 6, 719.29 feet to the East line of N. Palmatory Street; then N. 3° 16' 20" W., along said East line, 51.79 feet; then N. 11° 45' 48" E., continuing along said East line, 2632.78 feet; then N. 24° 25' 48" E., continuing along said East line, 323.56 feet to a point on the South boundary of the Wisconsin Department of Natural Resources Headquarters parcel; then N. 73° 00' 48" E., 40.60 feet; then N. 88° 40' 48" E., 149.90 feet; then N. 17° 20' 48" E., 165.00 feet; then N. 32° 49' 12" W., 86.20 feet; then N. 58° 49' 12" W., 104.00 feet; then S. 62° 30' 48" W., 90.60 feet; then S. 88° 50' 48" W., 52.40 feet; then S. 36° 10' 48" W., 167.40 feet; then S. 35° 24' 12" E., 124.80 feet to the West line of N. Palmatory Street; then S. 24° 25' 48" W., along said West line, 324.25 feet; then S. 11° 45' 48" W., continuing along said West line, 1787.37 feet to the North line of Sunset Vue Subdivision; then S. 87° 53' 48" W., along said North line, 555.88 feet; then N. 2° 02' 12" W. along said North line, 0.47 feet; then S. 87° 51' 48" W., continuing along said North line, 29.20 feet; then S. 37° 02' 48" W., 629.54 feet; then S. 88° 41' 50" W., 226.40 feet; then S. 0° 21' 12" E., 81.60 feet; then N. 87° 53' 48" E., 198.00 feet; then S. 0° 27' 12" E., 324.24 feet to the South line of Section 31, T. 12 N., R. 16 E.; then S. 88° 06' 05" W., along said South line, 325.83 feet; then N. 1° 56' 29" W., 398.07 feet; then S. 86° 36' 48" W., 720 feet more or less to the easterly bank of the Rock River; then southerly, along said easterly bank, 440 feet more or less to the South line of Section 31; then S. 88° 42' 46" W., along said South line, 3019.20 feet, to the SW corner of Section 31, T. 12 N., R. 16 E.

Excepting therefrom, the City of Mayville, Dodge County, as described in Corporate Boundaries filed December 12, 2014:

Commencing at the SE Corner of Section 15, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Thence N. 0° 33' 25" W., 400.94 feet, to the Point of

Beginning; Thence N. 34° 28' 23" W., 423.72 feet; Thence N. 15° 10' 35" W., 142.33 feet; Thence N. 0° 11' 32" W., 449.97 feet; Thence N. 1° 19' 06" E., 56.93 feet; Thence S. 88° 19' 44" W., 77.66 feet; Thence S. 34° 21' 37" W., 96.62 feet; Thence S. 64° 28' 25" W., 122.47 feet; Thence S. 81° 11' 42" W., 448.71 feet; Thence S. 64° 08' 52" W., 276.75 feet; Thence S. 53° 14' 48" W., 469.90 feet; Thence S. 28° 17' 40" W., 152.03 feet; Thence S. 3° 02' 50" E., 672.09 feet (To the south line of the SE 1/4 of Section 15); Thence S. 0° 11' 41" E., 660.70 feet; Thence West 1,287 feet (±) to the Easterly R.O.W. line of C.T.H. "TW"; Thence South along said Easterly R.O.W. line to the South line of the NE 1/4 of Section 22; Thence East 900 feet (±) along the South line of the NE 1/4 of Section 22 to the Northerly R.O.W. line of STH "28"; Thence Northeasterly along said R.O.W. being the arc of a curve to the right with a radius of 2,391.83 feet, a distance of 1,075 feet, Thence Easterly, 200.33 feet (Along the Northerly Right-of-Way of S.T.H. "28" with a chord line of S. 89° 50' 17" E., 200.29 feet); Thence S. 2° 54' 30" E., 311.21 feet; Thence N. 88° 02' 30" E., 515.11 feet; Thence S. 3° 11' 30" E., 534.65 feet; Thence N. 88° 02' 30" E., 227.21 feet; Thence S. 3° 11' 30" E., 475.35 feet; Thence N. 88° 02' 30" E., 534.03 feet; Thence S. 0° 18' 27" E., 362.74 feet; Thence S. 89° 24' 14" E., 470.08 feet (To the Westerly Right-of-Way line of Clark Street); Thence S. 2° 24' W., 633.85 feet (Along the Westerly Right-of-Way line of Clark Street); Thence S. 0° 12' E., 400.00 feet (Along the Westerly Right-of-Way Line of Clark Street); Thence West, 234.00 feet; Thence S. 0° 25' 12" E., 125.00 feet; Thence S. 0° 39' 14" E., 1,318.72 feet; Thence N. 89° 45' 54" E., 300 feet; Thence continuing S. 00° 39' 14" E., 436.91 feet; Thence S. 0° 53' 20" E., 880.60 feet; (To the Northerly Right-of-Way of Petit Road); Thence N. 89° 12' 40" E., 213.50 feet; Thence S. 89° 57' 02" E., 45.60 feet; Thence N. 11° 40' 32" E., 1,309.03 feet (To the South line of the NE 1/4 of the NW 1/4 of Section 26); Thence N. 89° 56' 30" E., 368.72 feet (along said South line to the Southeasterly Right-of-Way line of John Street). Thence N. 33° 39' E., 1,455.70 feet (Along the Southeasterly Right-of-Way line of John Street); Thence S. 83° 52' E., 756.96 feet; Thence S. 83° 30' E., 570 feet (To Westerly edge of the Rock River); Thence Northerly, 240 feet (Along the Westerly edge of the Rock River to the North line of Section 26); Thence East, 170 feet (Along the North line of Section 26 to the Easterly edge of the Rock River); Thence Southeasterly, 1,800 feet (Along the Northeasterly edge of the Rock River to a position which is East, 362.99 feet of the N.W. corner of Section 25 and South of the North Line); Thence South, 270 feet (To the Southerly edge of the Rock River and to the Northwest corner of Lot 5, Block 4, Golf View Estates); Thence Westerly, 370 feet (Along the Southerly edge of the Rock River); Thence S. 29° 15' W., 625 feet; Thence S. 8° 45' W., 90.00 feet; Thence S. 88° 06' 31" E., 171.59 feet; Thence S. 10° 26' 16" W., 1,552.66 feet (To the East-West 1/4 line of Section 26 and the Centerline of Dunn Road); Thence S. 88° 29' 35" E., 437.67 feet; Thence N. 9° 58' 39" E., 252.83 feet; Thence S. 88° 20' 30" E., 115.00 feet; Thence S. 9° 55' 45" W., 252.83 feet (To the Centerline of Dunn Road); Thence S. 88° 20' 30" E., 100.12 feet (Along said centerline); Thence N. 10° 42' 30" E., 133.99 feet; Thence N. 19° 21' 30" E., 474.87 feet; Thence S. 88° 20' 30" E., 310.41 feet; Thence S. 7° 17' 30" W., 587.56 feet (To the Centerline of Dunn Road); Thence S. 88° 20' 30" E., 251.52 feet; Thence N. 0° 14' 30" E., 315.00 feet; Thence S. 88° 20' 30" E., 416.00 feet; Thence N. 0° 14' 30" E., 1,187.77 feet; Thence N. 0° 26' 45" E., 300 feet; Thence N. 1° 25' W., 850.28 feet (Along the East line of the N.W. 1/4 of the N.W. 1/4 of Section 25); Thence East, 2,310 feet (Along the South line of Section 24); Thence North, 2,650 feet (To the Centerline of German Street); Thence N. 2° 25' 16" E., 90 feet (To the Northerly Right-of-Way Line of German Street); Thence Westerly, 362.76 feet (Along the Northerly Right-of-Way Line of German Street on a chord line of N. 86° 39' 54" W. 362.74 feet); Thence N. 85° 45' 03" W.,

596.37 feet (Along the Northerly Right-of-Way Line of German Street); Thence S. 4° 14' 57" W., 40 feet; Thence N. 85° 45' 03" W., 713.00 feet (Along the Northerly Right-of-Way Line of German Street); Thence North along the East line of the West 1/2 of the NE 1/4 of the NW 1/4 of Section 24 to a point 665.11 feet south of the NE corner of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 13; Thence S. 87° 49' 26" E., 655.62 feet to the south quarter corner of Section 13; Thence S. 87° 52' 57" E., 908.00 feet; Thence N. 00° 09' 49" E., 1,846.65 feet; Thence N. 57° 15' 02" W., 793.80 feet; Thence S. 45° 53' 32" W., 328.90 feet; Thence N. 20° 36' 20" W., 192.86 feet; Thence N. 43° 08' 05" W., 212.69 feet (To the centerline of N. German Road); Thence S. 57° 38' 02" W., 96.12 feet (along said N. German Road centerline); Thence S. 58° 25' 36" W., 607.36 feet (along said N. German Road centerline) Thence S. 13° 33' 40" E., 649.16 feet; Thence S. 00° 00' 31" W., 662.02 feet; Thence N. 87° 56' 17" W., 2.66 feet (to the southeast corner of the NW 1/4 of the SE 1/4 of the SW of Section 13; Thence West 660 feet (±) to the East line of the SW 1/4 of the SW 1/4 of Section 13; Thence North 3,140 feet; Thence East 1,320 feet; Thence North, 1,420 feet (To N. 1/4 corner of Section 13); Thence N. 88° 58' 01" W., 1,541.5 feet (Along the North line of Section 13, which is also the Centerline of Slag Road); Thence N. 88° 58' 01" W., 1,098.50 feet (Along the North Line of Section 13); Thence continuing along the Centerline of Slag Road and the Northerly Line of Section 14-12-16, West, 661.62 feet; Thence South 741.75 feet; Thence East, 670.06 feet (To the Easterly line of Section 14-12-16); Thence S. 0° 39' 06" E., 459.30 feet along said Easterly Line; Thence S. 88° 47' 16" E., 33.03 feet (To the East R.O.W. line of C.T.H. "V"); Thence S. 01° 07' 16" E., 168.64 feet; Thence S. 88° 47' 16" E., 513.32 feet (To the Northwesterly Railroad Right-of-Way); Thence Southwesterly along said Railroad Right-of-Way, 710.21 feet (±) (to a point which is described as follows: Commencing at the West 1/4 corner of Section 13; Thence N. 01° 07' 16" W., 580.05 feet along the West Line of the Northwest 1/4 of Section 13 to the Northwesterly Right-of-Way line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad; Thence continuing N. 01° 07' 16" W., 271.06 feet along said West line; Thence S. 88° 47' 48" E., 247.22 feet to said Railroad Right-of-Way and the point referenced); Thence N. 88° 47' 48" W., 247.22 feet to the West line of the NW 1/4 of Section 13; Thence S. 01° 07' 16" W., 91.43 feet; Thence S. 89° 04' 44" W., 165.85 feet; Thence N. 84° 15' 16" W., 213.20 feet; Thence N. 01° 07' 16" W., 482.53 feet; Thence N. 89° 30' 44" E., 377.54 feet (To the East Line of Section 14); Thence N. 01° 07' 16" W., 60.00 feet (Along the East Line of Section 14); Thence N. 89° 46' 44" W., 105 feet; Thence N. 00° 14' 35" W., 531.45 feet; Thence N. 89° 47' 57" W., 621.40 feet; Thence N. 00° 12' 03" W., 791.75 feet (To the North Line of Section 14 and centerline of Slag Road); Thence N. 89° 48' 02" W., 1,952.10 feet; Thence N. 89° 47' 03" W., 229.40 feet; Thence S. 04° 56' 00" W., 601.86 feet; Thence S. 66° 56' 00" W., 255.12 feet; Thence S. 48° 26' 00" W., 407.88 feet; Thence S. 75° 56' 00" W., 66.00 feet; Thence S. 54° 56' 00" W., 66.00 feet; Thence S. 36° 26' 00" W., 171.60 feet; Thence S. 87° 44' 15" W., 230.69 feet; Thence S. 05° 59' 14" W., 436.45 feet; Thence S. 75° 57' 52" W., 150.29 feet; Thence S. 07° 11' 41" W., 295.89 feet; Thence N. 48° 31' 31" W., 146.56 feet (Along a Meander Line to the Easterly Right-of-Way Line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 232.95 feet (Along the Easterly Right-of-Way Line of C.T.H. "Y"); Those lands lying between the meander line and the North Bank of the Rock River is excluded from the Corporate Limits. Thence N. 63° 57' 00" E., 6.00 feet; Thence S. 26° 03' 00" E., 111.00 feet; Thence Southeasterly 558.00 feet (Along the Northerly Right-of-Way Line of Kekoskee Street with a chord line of S. 32° 00' 03" E., 556.18 feet); Thence S. 51° 36' W., 51.00 feet (To the centerline of Kekoskee Street); Thence West, 238.4 feet; Thence South, 120 feet (To the North Line of S.W. 1/4 of Section 14); Thence N. 89° 23' 34" W., 1,039.56 feet (To the NW

Corner of the SW 1/4 of Section 14); Thence S. 00° 33' 16" E., 665.56 feet (Along the West Line of the SW 1/4 Section 14); Thence South, 1,980 feet, (Along the West line of Section 14 to the S.W. Corner of Section 14) and to the Point of Beginning.

Also, the following tract of land located in the E. 1/2 of S.W. 1/4 of Section 35, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Commencing at the S. 1/4 Corner of Section 35; Thence S. 89° 44' W., 750.83 feet (To the Point of Beginning); Thence N. 03° 38' 45" E., 997.90 feet (From the Point of Beginning); Thence N. 89° 44' E., 65.33 feet; Thence N. 00° 16' W., 1,016.5 feet; Thence S. 89° 44' W., 300 feet; Thence S. 00° 16' E., 1,016.5 feet, Thence N. 89° 44' E., 204.61 feet; Thence S. 3° 38' 45" W., 997.90 feet (To the South Line of Section 35); Thence N. 89° 44' E., 30.06 feet (Along the South Line of Section 35 to the Point of Beginning).

Also, the following tract of land located in the N.W. 1/4 of Section 14, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Commencing at the Northwest Corner of said Section 14; Thence N. 87° 38' 02" E., 80.86 feet (Along the north line of N.W. 1/4 of Section 14 to the Westerly Right-of-Way line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 2,338.77 feet (Along said Westerly Line to the North Line of Wool Road to the Point of Beginning); Thence N. 78° 33' 00" W., 270.88 feet (Along the Northerly Right-of-Way Line of Wool Road); Thence North 39.09 feet; Thence N. 84° 34' 09" E., 211.27 feet (Along a meander line to the Westerly Right-of-Way Line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 125.62 feet (To the Point of Beginning, including those lands between the Meander line and the South Bank of the Rock River).

Also, the following lands located in the S.W. 1/4 and S.E. 1/4 of Section 22, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; beginning at the NW corner of the SE 1/4 of Section 22, T12N R16E, Dodge County Wisconsin, from said point of beginning; then easterly along the North line of the SE 1/4 of Section 22 to the northerly right of way line of State Highway 28; then southwesterly along the northerly line of STH 28 to the East line of the West 12 acres of the North 44 rods of the NW 1/4 SE 1/4 of said Section 22; then southerly along the East line of said West 12 acres of the North 44 rods to the South line of the West 12 Acres North 44 rods of the NW 1/4, SE 1/4, of said Section 22; then West along said South line of the North 44 rods of the NW 1/4, SE 1/4, to the southeasterly right of way line of STH 28; then southwesterly along the southeasterly right of way line of STH 28 to the NE corner of Lot 1, CSM 5785; then southeasterly along the northeasterly line of Lot 1, CSM 5785 to the SE corner of Lot 1, CSM 5785; then west along the south line of Lot 1, CSM 5785 to the SW corner of Lot 1, CSM 5785; then northwesterly to the intersection of the northwesterly line of STH 28 and the West line of the SE 1/4 SW 1/4 of said Section 22; then North along the West line of the SE 1/4, SW 1/4 and NE 1/4 SW 1/4 of said Section 22; to the NW corner of NE 1/4, SW 1/4, of said Section 22; then East along the north line of NE 1/4, SW 1/4, of said Section 22 to the point of beginning.

Excepting therefrom, the Village of Kekoskee, Dodge County, as described in Corporate Boundaries filed February 21, 2005:

The Village of Kekoskee located in Sections 2, 3, 10, and 11 all in Township 12 North, Range 16

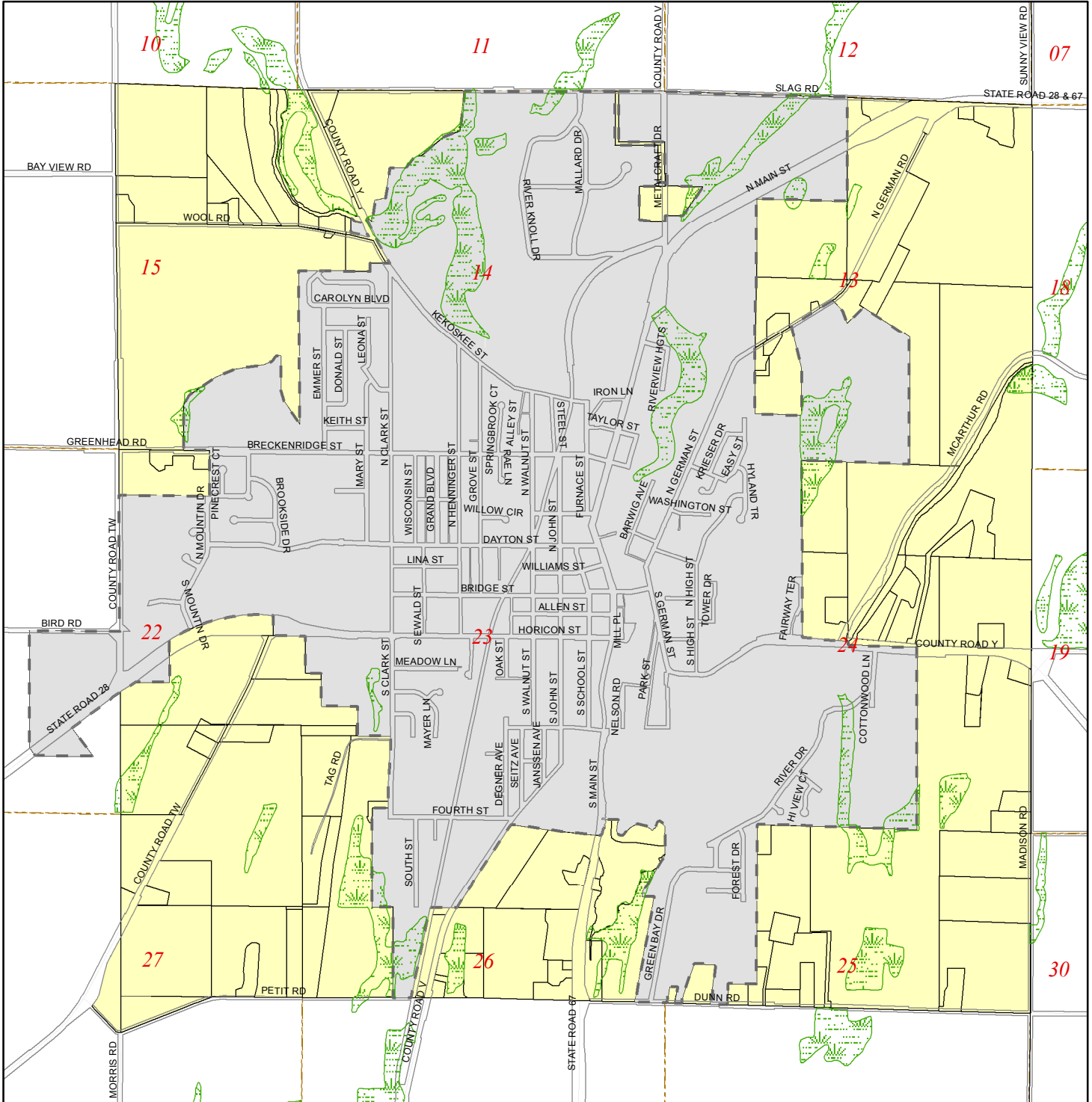
East, Dodge County Wisconsin, the boundary being more particularly described as follows: Commencing at the 1/4 corner between Sections 10 and 11, T12N, R16E, then westerly along the south line of the SE1/4, NE1/4 of said Section 10, to the west right of way line, of County Trunk Highway "Y", and the point of beginning for this description; from said point of beginning, then south along the west right of way line of County Trunk Highway "Y" a distance of 661.63 feet to a point; then easterly along a line parallel with the north line of NE1/4, SE1/4 of said Section 10, to a point in the west line of the SE1/4 of said Section 10, then easterly along the south line of the North 1/2 of the NW1/4 of the SW1/4 of said Section 11, to a point in the east line of the NW1/4 of the SW1/4 of said Section 11; then northerly along the east line of the North 1/2 of the NW1/4 of the SW1/4 of said Section 11, to a point in the south line of the NW1/4 of said Section 11; then northerly along the east line of the SW1/4 of the NW1/4 of said Section 11 to the northeast corner of said 1/4, 1/4 Section; then westerly along the north line of said SW1/4 of the NW1/4 of said Section 11, to a point located 495 feet (30 rods) east of the west line of the NW1/4 of said Section 11; then northerly along a line parallel with the west line of the NW1/4 of said Section 11, a distance of 198 feet (12 rods) to a point; then westerly along a line parallel with the south line of the NW1/4 of the NW1/4 of said Section 11, to a point located 165 feet (10 rods) east of the west line of the NW1/4 of said Section 11; then north along a line parallel with and 165 feet (10 rods) east of the west line of the NW1/4 of said Section 11, to a point in the north line of the NW1/4 of said section 11; then northerly along a line parallel with and 165 feet (10 rods) east of the SW1/4 of the SW1/4 of said Section 2, a distance of 1155 feet to a point; then westerly along a line parallel with the north line of the SW1/4 of the SW1/4 of said Section 2, to a point in the west line of the SW1/4 of said Section 2; then westerly along a line parallel with the north line of the SE1/4 of the SE1/4 of said Section 3, to a point in the west right of way line of County Trunk Highway "Y"; then southerly along the west right of way line of County Trunk Highway "Y", to a point in the north line of the south 876.84 feet of the SE1/4 of the SE1/4 of said Section 3; then westerly along the north line of the south 876.84 feet of the SE1/4 of the SE1/4 of said Section 3, to a point in the east bank of the Rock River; then southwestly along the east bank of the Rock River, to the west line of the SE1/4 of the SE1/4 of said Section 3; then northerly along the west line of the SE1/4 of the SE1/4 of said Section 3, to a point in the center of the Rock River; then southwestly and southerly along the center of the Rock River, to a point in the south line of the SE1/4 of said Section 3; then westerly along the south line of the SE1/4 of said Section 3, to a point in the east right of way line of Kummerow Road; then southeasterly along the east right of way line of Kummerow Road to a point in the north right of way line of County Trunk Highway "TW"; then northeasterly along the said northerly right of way line of County Trunk Highway "TW", a distance of 26.90 feet to a point; then southeasterly, a distance of 72.66 feet to a point in the centerline of County Trunk Highway "TW", said point being the northerly projection of the centerline of an abandoned public highway, as such public highway existed on the 9th day of October, 1929; then southeasterly to the intersection of the southerly right of way line of County Trunk Highway "TW" and the westerly right of way line of a public road, shown as the western boundaries of Lots 1, 2, 3, and 4 of Dodge County Certified Survey Map 1361, as recorded in Volume 9 at page 257; then southerly along the west line of said public road to a point in the south line of the North 1/2 of the NE1/4 of said Section 10; then easterly along the south line of the North 1/2 of the NE1/4 of said Section 10 and also the south line of Lot 4 of said CSM 1361, to a point in the west bank of the Rock River; then northerly along the west bank of the Rock River, a distance of 213.6 feet to a point; then southeasterly crossing the Rock River to a point in the east bank being, the northwest corner of Lot 1, Dodge

County Certified Survey Map 358, recorded in Book 6 at Page 112; then southerly along the east bank of the Rock River, to the southeast corner of Lot 3 in said CSM 358; then easterly along the southerly line of Lot 3 of said CSM 358, a distance of 453 feet to a point; then northerly along a line being a part of the southerly boundary of Lot 3 of said CSM 358 a distance of 260 feet to a point; then easterly along the southerly line of Lot 3 of said CSM 358, a distance of 519.41 feet to the westerly right of way line of County Trunk Highway "Y"; then southerly along the westerly right of way line of County Trunk Highway "Y" to a point in the south line of the NE1/4 of said Section 10 and point of beginning for this description.

INTENDING TO DESCRIBE ALL THOSE LANDS CURRENTLY LOCATED IN THE TOWN OF WILLIAMSTOWN AND EXCLUDING ALL THOSE PARTS CURRENTLY LOCATED IN THE CITY OF MAYVILLE, THE CITY OF HORICON AND THE VILLAGE OF KEKOSKEE.

Exhibit D

Village Detachment Area



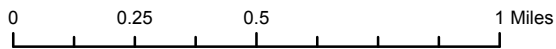
Source: City of Mayville, Dodge County Comprehensive Plan

The base map was created with data from the Dodge County Land Resources and Parks Department who in no event assumes any liability regarding fitness of use of the information and any application by others, is the responsibility of the user.

- Municipal Boundary
- Village Detachment Area (1,921 acres)



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STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Scott Walker, Governor
Ellen E. Nowak, Secretary
Dawn Vick, Division Administrator

August 24, 2018

Lloyd Lechner, President
Village of Kekoskee
21 Valley Street
Mayville, WI 53050

Donald Hilgendorf, Chair
Town of Williamstown
W3275 County Road TW
Mayville, WI 53050

Dear Lloyd Lechner and Donald Hilgendorf,

The Department has reviewed the proposed revised cooperative plan between the Village and Town to ensure that it complies with the statutory criteria in s. 66.0307(5) Wis. Stats. The Department finds that the revised cooperative plan now meets two of the statutory criteria but continues to not meet three of the statutory criteria. However, the Department believes that with further revisions, these three standards could also be met. Therefore, under authority in s. 66.0307(5)(d) Wis. Stats. the Department is returning the proposed cooperative plan to the Village and Town with the recommendation that it be re-submitted to include the specific revisions which are identified in the body of the enclosed determination.

According to the statute, you have 90 days from today's date to re-submit the plan. Should you have any questions about this process or our enclosed review determination, please contact me at (608) 266-7043 or Erich Schmidtke at (608) 264-6102.

Sincerely,

Dawn Vick, Administrator
Division of Intergovernmental Relations

Enclosure

cc: Matt Parmentier, Attorney
Jim Hammes, Attorney
Bonnie Hoyt, Village of Kekoskee Clerk
Mary Dessereau, Town of Williamstown Clerk
Sara Decker, City of Mayville Clerk
Erma Franke, Town of Leroy Clerk
Debra Kendhammer, Town of Hubbard Clerk
Diane Steger, Town of Theresa Clerk
Pamela Koll, Village of Theresa Clerk
Chris Merkes, Town of Burnett Clerk
Lauri Betz, Town of Lomira Clerk
Brooke Born, Town of Chester Clerk
Alison Pecha, Town of Herman Clerk

Nathan Kempke, City of Mayville Water/Wastewater Utility
Rich Appel, School District of Horicon
Bonnie Baerwald, Moraine Park Technical College District
Dale Klueger, Kekoskee-Leroy Sanitary District
Karen Gibson, Dodge County Clerk
Kimberly Nass, Dodge County Corporation Counsel
Bill Ehlenbeck, Dodge County Land Resources & Parks
Dave Ross, DOT Secretary
Ed Eberle, DNR Deputy Secretary
Sheila Harsdorf, DATCP Secretary
Bob Lloyd, School District of Lomira
Laura Maertz, Town of Oak Grove Clerk
Scott Sabol, School District of Mayville



WISCONSIN DEPARTMENT OF ADMINISTRATION

**REVIEW of the REVISED COOPERATIVE PLAN
under Section 66.0307 Wis. Stats.**

between the

**VILLAGE OF KEKOSKEE and TOWN OF WILLIAMSTOWN
DODGE COUNTY**

August 24, 2018

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STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Scott Walker, Governor
Ellen E. Nowak, Secretary
Dawn Vick, Division Administrator

This determination constitutes the Department's review of the revised and resubmitted cooperative plan (Revised Cooperative Plan) between the Village of Kekoskee and Town of Williamstown (Communities) in Dodge County under s. 66.0307, Wis. Stats.

The Department previously reviewed the cooperative plan (Original Cooperative Plan) on May 9, 2018 and found that five statutory standards were not met. As a result, the Department returned the Original Cooperative Plan pursuant to s. 66.0307(5)(d), Wis. Stats., recommending that the Communities resubmit it with revisions and additional information relating to the unmet standards.

On July 7, 2018 the Village and Town did re-submit the cooperative plan with revisions and additional information.

In summary, it is the DETERMINATION OF THE DEPARTMENT OF ADMINISTRATION that the Revised Cooperative Plan, when evaluated per s. 66.0307(5)(c), Wis. Stats.:

Standard 1, Content of Cooperative Plan Sufficiently Detailed – Met

Standard 2, Cooperative Plan Consistent with Comprehensive Plans and State and Local Laws and Regulations – Met

Standard 3, Adequate Provision for Municipal Services – Not Met

Standard 4, Provision for Affordable Housing – [Repealed & Inapplicable]

Standard 5, Compactness of Plan Territory – Not Met

Standard 6, Planning Period Consistent with Cooperative Plan – Not Met

The Department believes that this Revised Cooperative Plan, if revised further, may constitute a cooperative plan that complies with each of the above standards. According to s. 66.0307(5)(d), Wis. Stats., the Communities have 90 days from today's date in which to resubmit their further revisions to the Department.

Dated this 24th day of August 2018,

Dawn Vick,
Administrator, Division of Intergovernmental Relations

NOTICE OF RIGHT TO APPEAL

This Notice sets forth the requirements and procedures for obtaining review for those persons who wish to obtain review of the attached decision of the Department. Per s. 66.0307(9), Wis. Stats., decisions of the Department are subject to judicial review under s. 227.52. Per s. 227.53 any person aggrieved by a decision of the Department is entitled to review. Per s.227.53 (1) (a) 1., proceedings for review are instituted by serving a petition upon the agency, either personally or by certified mail, and by filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Per s. 227.53 (1) (a) 2m., an appeal must be filed within 30 days after mailing of the decision by the agency. Per s. 227.53 (1) (b), the petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified. Any petition for judicial review shall name the Department of Administration as the Respondent. Petitions for review should be served on the Department's Secretary, Ellen E. Nowak. The address for service is:

c/o DOA, Municipal Boundary Review
101 East Wilson Street, 9th Floor
PO Box 1645
Madison, WI 53701

Persons desiring to file for judicial review are advised to closely examine all provisions of Wis. Stat. s. 227.52, 227.53 and 227.57 to ensure strict compliance with all requirements. The summary of appeal rights in this notice shall not be relied upon as a substitute for the careful review of all applicable statutes, nor shall it be relied upon as a substitute for obtaining the assistance of legal counsel.

Executive Summary

The Department previously reviewed the Original Cooperative Plan on May 9, 2018 and found that five statutory standards were not met. As a result, the Department returned the Original Cooperative Plan pursuant to s. 66.0307(5)(d), Wis. Stats., recommending that the Communities resubmit it with revisions and additional information relating to the unmet standards.

On July 7, 2018 the Village and Town did resubmit the cooperative plan with revisions and additional information

In reviewing this Revised Cooperative Plan under s. 66.0307(5)(c), Wis. Stats., the Department finds that two of the statutory standards are now met but that three of the statutory standards remain unmet. However, the Department believes that with revision these three could also be met. For this reason, the Department again returns the cooperative plan to the Communities pursuant to s. 66.0307(5)(d) Wis. Stats., recommending that it be revised and resubmitted.

Approval Criteria Applicable to the Department

A cooperative plan shall be approved by the Department if the Department determines that each of the review standards in s. 66.0307(5)(c), Wis. Stats., is met. The following paragraphs describe how the Cooperative Plan relates to these review standards. It is important to understand that this review document is not a complete restatement of the Plan. Those wanting to learn specific details, provisions, nuances, and conditions should look to the text of the Cooperative Plan itself, which is available from the Communities as well as on the Department of Administration's website at: <http://doa.wi.gov/municipalboundaryreview>.

(1) The content of the plan under sub. S. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subs. 2 to 5m. s. 66.0307(5)(c)1, Wis. Stats.

In general, the Original Cooperative Plan contained sufficient detail. However, one important detail was omitted - when does the Cooperative Plan become effective? This Revised Cooperative Plan now provides that the Cooperative Plan shall take effect upon Department approval.

Because this needed information has now been provided, the Department finds that the Revised Cooperative Plan provides sufficient content and detail to meet the standard in s. 66.0307(5)(c)1, Wis. Stats.

(2) Is the cooperative plan consistent with each participating municipality's comprehensive plan and with current state laws, municipal ordinances and rules that apply to the territory affected by the plan? s. 66.0307(5)(c)2 Wis. Stats.

The Original Cooperative Plan indicated that the Village has no comprehensive plan because it does not regulate planning or zoning or other land use controls. The Original Cooperative Plan indicated that the Town does have a comprehensive plan entitled *Town of Williamstown Smart Growth Comprehensive Plan 2004-2023* (Comprehensive Plan). However, no information was provided to show how the Comprehensive Plan and the Original Cooperative Plan are consistent. The Revised Cooperative Plan now provides this information. Specifically, consistency is shown in the following respects:

- The Comprehensive Plan recommends that the Town “work with Mayville, Kekoskee, and Horicon on a boundary agreement.”
- The Comprehensive Plan recommends that the Town use boundary agreements to protect its agricultural lands.
- The Comprehensive Plan establishes a goal of “recogniz[ing] the importance of common concerns and interests of area governmental units,” such as Kekoskee’s need for additional resources that the Town can provide and the City of Mayville’s growth concerns.
- The Comprehensive Plan explains that “the more the Town reaches out to area governments... the more cooperative opportunities will develop.”
- The Comprehensive Plan states that all transfers of territory should be preceded with a boundary agreement.

The Revised Cooperative Plan also adds language confirming its consistency with existing State, Federal, and local laws, ordinances, and rules.

Because the additional needed information described above has been provided, the Department finds the standard in s. 66.0307(5)(c)2, Wis. Stats. to be met.

(3) Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan. s. 66.0307(5)(c)(3), Wis. Stats.

The Village provides almost no services to residents directly, while the Town provides some services directly and contracts for some other services from third parties such as the City of Mayville (City) and Dodge County (County). In their Original Cooperative Plan, the Village and Town propose that after attachment of Town territory to the Village of Kekoskee (Expanded Village), the same services will be provided as are currently provided.

The Department determined that while the existing service level might generally be reasonable for some parts of the Expanded Village territory given low population density and low service demands, it may not be a reasonable service level for territory lying adjacent and proximate to the City of Mayville. Landowners in these areas may in the future desire higher intensity land uses with higher associated service level needs. In fact, at the April 12, 2018 public hearing on the Original Cooperative Plan, numerous landowners, area businesses, a school district, and others expressed this concern.

In response, the Communities' Revised Cooperative Plan provides property owners adjacent and proximate to the City with an opportunity to transfer their property to the City should they desire and require higher service levels. Specifically, the Communities' Revised Cooperative Plan proposes a *City of Mayville Growth Area* (City Growth Area), depicted in Exhibit D which consists of all Town of Williamstown territory identified as *2030 Future Growth Area* by the City's comprehensive plan. This growth area is 1921 acres in size, roughly double the City's current 2099-acre size. Property owners within this growth area would be allowed to petition the Expanded Village for detachment to the City and the Expanded Village would be required to approve. The City, which is not a party to the Revised Cooperative Plan, would not be required to accept the detachment territory but would have the opportunity to accept the territory and extend services.

By designating a City Growth Area, the Communities directly address the statutory standard and address property-owner desires and need for higher level services in those areas adjacent to and proximate to the City. However, the Department has the following concerns with the City Growth Area provision as currently written.

- The Revised Cooperative Plan would require that territory be contiguous to the City *and* that the City obtain the unanimous consent of each owner of property proposed for detachment. This requirement would be more restrictive than what landowners currently experience with annexation, where contiguity and a simple majority of property owners is sufficient to transfer territory. Requiring contiguity is consistent with good planning practice and ensures compact and rational boundaries. However, requiring both contiguity *and* unanimous consent may prevent residents proximate to the City from detaching to the City

due to unwilling landowners whose property happens to lie between. To remedy this, the Department recommends removing the unanimity requirement and instead utilizing the detachment process in s. 66.0227, Wis. Stats. This statutory section requires consent only of a majority of the owners of three-fourths of the territory proposed for detachment, not unanimity. Utilizing the detachment process in s. 66.0227 Wis. Stats. could allow for the contiguous territory of unwilling landowners to be included with the detachment to enable urban development to occur.

The Communities may want to specify that the detachment process and requirements to be used during the term of the agreement are the process and requirements as set forth in the 2018 version of s. 66.0227 Wis. Stats. Such a clarification would prevent any subsequent Legislative changes to s. 66.0227, Wis. Stats. from undermining the Communities' intent for how territory will transfer.

- The proposed City Growth Area remains in effect for only a short time, expiring on December 31, 2030. This means that landowners within the City Growth Area would have only 12 years in which to detach to the City. Considering that Mayville incorporated in 1885 and has required 133 years in which to reach its current size, allotting only 12 years for the City to almost double in size is unreasonable. The Department recommends that landowners within the City Growth Area be given a significantly longer amount of time in which to detach to the City.

In its letter¹ to the Department regarding the Revised Cooperative Plan, the City contends that the City Growth Area would not be binding on the Expanded Village. The Department disagrees. Section 66.0307(6), Wis. Stats. clearly states that provisions in a cooperative plan related to boundary changes are binding on the parties to the plan and have the force and effect of a contract. The Village of Kekoskee is a party to the Revised Cooperative Plan, and it will remain a party. The Revised Cooperative Plan provides for the Village of Kekoskee to be expanded and renamed, not dissolved and re-incorporated as a new entity. Therefore, the Village will continue to exist and will remain bound by its commitments.

The City further argues that, because the City is not a party to either the Original Cooperative Plan or this Revised Cooperative Plan, it is not bound by its terms and may be unable to enforce its terms. While this may be true, it is not relevant to the Department's determination. The City was given an opportunity to become a party to the Original Cooperative Plan, to the Revised Cooperative Plan, or to develop its own cooperative plan with the Town and Village. However, to this point the City has chosen not to participate with any of these.

The City may fear that no one will be able to enforce the Revised Cooperative Plan if the Expanded Village refuses to permit detachments in the City Growth Area.

¹ August 14, 2018 letter to the Department from City of Mayville attorney Jim Hammes.

However, the City Growth Area portion of the Plan would be enforceable by its primary intended beneficiaries: the affected landowners. The City Growth Area is intended for the primary benefit of the landowners within that area, in order to permit them to come into the City in the future if they so desire. If the Expanded Village were to refuse to abide by these terms in the Revised Cooperative Plan, an aggrieved landowner could bring an action to enforce the Expanded Village's obligations to him or her. In order to make this plain, the Department recommends that the Communities state explicitly in the Revised Cooperative Plan that Section 24 ("City of Mayville Growth Area") is intended primarily for the benefit of landowners in the Growth Area.

The City also indicates that it has adopted a Resolution declaring that it will not renew the EMS contract providing emergency services to residents of the Expanded Village should the Revised Cooperative Plan be approved. The City also suggests that it may also withhold police, fire, and sewer and water services. However, both the Original Cooperative Plan and Revised Cooperative Plan contemplate and address this scenario. Regarding law enforcement, fire protection, and ambulance services, Section 16 of the Revised Cooperative Plan provides that these services will be contracted for from third parties such as neighboring jurisdictions or the county. Regarding lost City sewer and water services, Section 30 of the Revised Cooperative Plan indicates that the Plan may be declared null and void should it result in these services being lost.

Finally, the City contends that the Revised Cooperative Plan may prevent it from extending sewer and water to property owners whose private wells may become contaminated due to the landfill site if their property is located outside the City Growth Area. However, nothing in the Revised Cooperative Plan prevents the Expanded Village from voluntarily agreeing to detach property located outside of the City Growth Area to the City. This means that were a groundwater contamination problem to occur, the Expanded Village and City could work cooperatively to detach property to the City to receive City sewer and water service.

Because of the two needed revisions described above, the Department finds that the standard in s. 66.0307(5)(c)3, Wis. Stats. remains unmet. However, the Department believes that with revisions this standard could be met. Therefore, the Department recommends that the Communities revise and resubmit the Revised Cooperative Plan pursuant to s. 66.0307(5)(d), Wis. Stats.

(5) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs. s. 66.0307(5)(c)(5), Wis. Stats.

The Revised Cooperative Plan adds information on how the anticipated boundary changes will ultimately create a compact boundary area. Compactness is improved in a number of ways:

- First, eliminating the boundary lines between the Town of Williamstown and the current Village of Kekoskee will result in more orderly and less confusing boundaries as well as fewer boundary lines than currently exist.
- Second, creation of the City Growth Area could result in an improved and more rational boundary interface between the Expanded Village and City. The map at Exhibit D shows that the City Growth Area is rational and compact in shape. Isolated Town areas on the City's eastern side may detach to the City and the City Growth Area could also create more regular boundaries at the City's north, west, and south sides.

Without this City Growth Area, annexation and development might still occur, however it may be competitive in nature and contentious, resulting in uncertainty, inefficiency, lack of planning, and possible litigation. This Revised Cooperative Plan improves certainty and the likelihood that development is well-planned, compact, cost-effective, and efficient.

- Third, creation of the City Growth Area also improves compactness of the Expanded Village. The Town's western side consists almost entirely of the Horicon Marsh, which occupies over 46% of the Town's total land area. The Horicon Marsh would continue to constitute the Expanded Village's western side, however, the Marsh is owned and managed by the State of Wisconsin and U.S. Fish and Wildlife Service. The Expanded Village's remaining lands on its eastern half could be made more compact because of this Revised Cooperative Plan by reducing the size of the Expanded Village, and as mentioned above, eliminating the current Village of Kekoskee's boundaries and creating a more regular boundary interface with the City.

As mentioned previously in the *Services* standard, the Department does have two concerns with the City Growth Area as currently written: 1) the requirement that detachments be unanimous, and 2) the City Growth Area remaining in effect for only a short time, expiring on December 31, 2030.

As with the *Services* standard, the Department recommends removing the unanimity requirement and instead utilizing the detachment process contained in s. 66.0227 Wis. Stats. This could allow for Village territory within the City Growth Area which is contiguous to the City to still be detached to the City for urban development and services despite the presence of some unwilling landowners. Furthermore, as with the *Services* standard, the Department recommends that landowners within the City Growth Area be given a significantly longer amount of time in which to detach to the City.

Because of the two needed revisions described above, the Department finds that the standard in s. 66.0307(5)(c)5, Wis. Stats. remains unmet. However, the Department believes that with these revisions the standard could be met. Therefore, the Department recommends that the Communities revise and resubmit the Revised Cooperative Plan pursuant to s. 66.0307(5)(d) Wis. Stats.

(6) Any proposed planning period exceeding 10 years is consistent with the plan. s. 66.0307(c)6 Wis. Stats.

This standard was not applicable to the Department's review of the Original Cooperative Plan because that proposed Plan did not exceed 10 years in duration.

However, the standard *is* applicable to the review of this Revised Cooperative Plan because the City Growth Area is proposed to remain in effect until December 31, 2030, roughly a 12-year period.

As mentioned previously, the Department finds 12 years to be an insufficient amount of time for landowners within the City Growth to detach to the City and recommends that they instead be provided a significantly longer time period. Therefore, the Department cannot find the standard in s. 66.0307(5)(c)6, Wis. Stats. to be met. However, because the Department believes this standard could be met, it recommends that the Communities revise and resubmit pursuant to s. 66.0307(5)(d), Wis. Stats.

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RYAN PLISCH
RONALD L. PETAK

ASSOCIATE:
ALEX R. ACKERMAN

RETIRED:
A.D.(DAN) EDGARTON
ROBERT V. EDGARTON

July 27, 2018

VIA EMAIL ONLY: Erich.Schmidtke@wisconsin.gov



Mr. Erich Schmidtke
Municipal Boundary Review
State of Wisconsin - Department of Administration
P.O. Box 1645
Madison, WI 53701

Re: Cooperative Plan Between Town of Williamstown
And Village of Kekoskee

Dear Mr. Schmidtke:

On May 9, 2018, the Department issued a Determination finding that the proposed Cooperative Plan between the Town of Williamstown and the Village of Kekoskee did not yet comply with the statutory criteria in Wis. Stat., § 66.0307(5) but that with additional information and revisions, those standards could be met.

Together with this letter, I am filing a revised version of the Plan that, we believe, now meets the criteria in Wis. Stat., § 66.0307(5). You will find that, in addition to the revised version of the Plan, I am also sending a redline version so that you can easily track the changes as well as the Resolutions adopted by the Town and Village authorizing the resubmittal.

Oshkosh Location
210 N. Main Street
Oshkosh, WI 54903
920-235-7300

De Pere Location
2079 Lawrence Drive
De Pere, WI 54115
920-235-7300

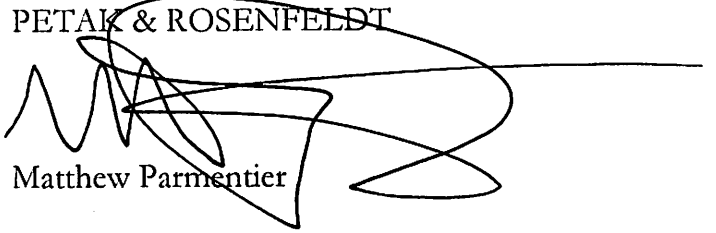
Dempsey & Buchholz – Waupun
95 S Harris Avenue
Waupun, WI 53963
920-324-9736

July 27, 2018
Page 2

If you need anything further from me, please let me know. I am copying Attorney Hammes on this transmittal so that he is aware of the filing. Thank you.

Respectfully,

DEMPSEY, EDGARTON, ST. PETER,
PETAKE & ROSENFELDT

A handwritten signature in black ink, appearing to be 'Matthew Parmentier', is written over the firm name. The signature is highly stylized and overlaps the text.

Matthew Parmentier

MP/jap

Enclosures

cc: Town of Williamstown, w/enc. (tnwille@gmail.com)
Atty. James Hammes, w/enc. (jwh@cmhlaw.com)

PARTNERS:
TIMOTHY M. DEMPSEY
CHARLES J. HERTEL
JOHN A. ST. PETER
PAUL W. ROSENFELDT
BRIAN D. HAMILL
PETER J. CULP
MATTHEW PARMENTIER
HEATH G. MYNSBERGE

**DEMPSEY, EDGARTON, ST. PETER,
PETAK & ROSENFELDT
LAW FIRM**

A WISCONSIN LIMITED LIABILITY PARTNERSHIP

Established in 1849

10 Forest Avenue, Suite 200, Fond du Lac, WI 54935
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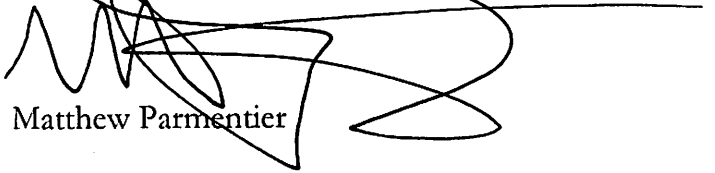
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Matthew Parmentier

MP/jap

Enclosures

cc: Town of Williamstown, w/enc. (tnwille@gmail.com)
Atty. James Hammes, w/enc. (jwh@cmhlaw.com)

**INTERGOVERNMENTAL COOPERATIVE PLAN
BETWEEN THE TOWN OF WILLIAMSTOWN
AND THE VILLAGE OF KEKOSKEE**

The Town of Williamstown, a Wisconsin town located in Dodge County, Wisconsin (“Town”) and the Village of Kekoskee, a Wisconsin municipal corporation located in Dodge County, Wisconsin (“Village”) hereby enter into this Intergovernmental Cooperative Plan (“Plan”) under the authority of Wis. Stat. § 66.0307.

Recitals

- A. The Village was incorporated in 1958 from territory that had previously been part of the Town.
- B. Between 1958 and the present, the Village has existed and operated as a Wisconsin village under Chapter 61 of the Wisconsin Statutes.
- C. In 2015, the Village notified the Town that it was having difficulty seating a full Village Board. The Village notified the Town that, as a result, it was considering dissolving under Wis. Stat. § 61.187.
- D. Between 2015 and the present, the Town and Village met several times to explore various options to respond to the Village’s inability to seat a full Board.
- E. As a result of those meetings, the Town and Village determined that the appropriate approach is to enter into a cooperative plan under Wis. Stat. § 66.0307 to attach the entirety of the Town to the Village, which will allow the Village to seat a full Board.
- F. The parties have further determined that the attachment and other arrangements described in this Plan will serve the purposes described in Wis. Stat. § 66.0307(3)(b) by building and accomplishing coordinated, adjusted, and harmonious development of the territory covered by the Plan in a manner that best promotes the public health, safety, morals, order, convenience, prosperity, and general welfare, as well as achieving efficiency and economy in the performance of governmental functions.
- G. Wis. Stat. § 66.0307(2)(a) through (d) require that cooperative plans be organized around “options” for future boundary changes. These options specify how boundary changes will occur under the cooperative plan. This Plan is organized around the option described in Wis. Stat § 66.0307(2)(a), which allows a cooperative plan to provide that specified boundary line changes shall occur during the planning period and the approximate dates by which the changes shall occur.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

Section 1: Participating Municipalities.

The Town and Village, whose respective boundaries as of the effective date of this Plan are shown on the map attached as **Exhibit A**, enter into this Plan under the authority of Wis. Stat. § 66.0307.

Section 2: Contact Persons.

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

For the Town: Town Chairperson, Don Hilgendorf

For the Village: Village Board President, Lloyd Lechner

Section 3: Territory Subject to the Plan.

This Plan will, in certain respects, affect the entire territory currently located in the Town and Village. The territory subject to a change of jurisdiction under this Plan is identified as “Town of Williamstown” on the map attached as **Exhibit A**.

Section 4: Purposes.

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 participating municipality’s comprehensive plan. The parties have further identified the following specific purposes of this Plan:

- (a) To resolve the Village’s inability to seat a full Village Board by increasing the geographic area from which Village Board members may be appointed or elected, as appropriate, to include the entire area currently located in the Town.
- (b) To increase governmental efficiency through the sharing of services that had been provided separately by the Town and Village, and to eliminate duplicative or unnecessary expenditures.
- (c) To establish future boundaries that protect territory currently located in the Town from annexation by neighboring municipalities, except as expressly set forth herein,

for the purpose of ensuring compact development and cost-effective provision of services.

- (d) To assure orderly development by combining the land use planning, development, and zoning functions of the Town and Village.
- (e) To increase negotiating opportunities with neighboring cities and towns to execute win-win intergovernmental agreements for items such as long-range growth planning, shared services, and boundary changes.

Section 5: Consistency with Comprehensive Plans.

Currently, the Town of Williamstown maintains a Comprehensive Plan developed under Wis. Stat. § 66.1001 entitled “*Town of Williamstown Smart Growth Comprehensive Plan: 2004 - 2023.*” The Town has initiated the process of updating this plan. The Village of Kekoskee has not developed a comprehensive plan under Wis. Stat. § 66.1001 because it does not have in effect any of the ordinances identified in Wis. Stat. § 66.1001(3).

This Cooperative Plan is consistent with the Town of Williamstown’s Comprehensive Plan in several respects:

- The Comprehensive Plan recommends that the Town “work with Mayville, Kekoskee, and Horicon on a boundary agreement.”
- The Comprehensive Plan recommends that the Town use boundary agreements to protect its agricultural lands.
- The Comprehensive Plan establishes a goal of “recogniz[ing] the importance of common concerns and interests of area governmental units,” such as Kekoskee’s pending dissolution and the City of Mayville’s growth concerns.
- The Comprehensive Plan explains that “the more the Town reaches out to area governments . . . the more cooperative opportunities will develop.”
- The Comprehensive Plan states that “all annexation should be preceded with a boundary agreement. . . .”

The parties agree that as soon as practicable upon completion of the Boundary Change, a new comprehensive plan consistent with Wis. Stat. § 66.1001 will be developed for the successor municipality. The parties intend that the new comprehensive plan will consist primarily of the current and modified version of the *Town of Williamstown Smart Growth Comprehensive Plan: 2004-2023* with updates of graphs, tables, maps and other information as

necessary. In drafting the new comprehensive plan, the area consisting of the former Village of Kekoskee will be included. The comprehensive plan will guide village leaders in achieving harmonious development within the new village borders and with neighboring communities.

Section 6: Boundary Change.

The boundary line between the Town and Village as of the effective date of this Agreement is depicted on the attached **Exhibit A**. As soon after the effective date as practicable, the boundaries shall be adjusted to those depicted on the attached **Exhibit B** (the “Boundary Change”). Specifically, the Boundary Change will involve the attachment by the Village of all territory located in the Town as of the effective date of the Plan. A legal description of that territory is attached as **Exhibit C**. The Boundary Change shall be accomplished through the adoption by the Village of an attachment ordinance under Wis. Stat. § 66.0307(10). The attachment ordinance shall be filed and recorded in the manner described in Wis. Stat. § 66.0307(10).

In accordance with Wis. Stat. § 66.1105(4)(g)(1), this Plan constitutes a cooperative boundary agreement, and the Village will not be prohibited by that section from exercising TIF authority in the territory subject to this Plan for any period of time.

Section 7: Name Change.

As soon as practicable upon completion of the Boundary Change, the Village will take those actions necessary to change its name from “Village of Kekoskee” to “Village of Williamstown.” This action shall be a change of name only and will not constitute a change in legal status or change of entity for purposes of the Village’s status as party to any contract or for any other purposes.

Section 8: Transition Period.

The period of time between the effective date of this Plan and the seating of the new Village Board pursuant to Section 9 hereof shall be known as the “Transition Period.”

During the Transition Period, neither the Town nor the Village may, without the prior written consent of the other:

- (a) Incur debt, other than refinancing of existing indebtedness.
- (b) Make any capital expenditure in excess of \$1,000.
- (c) Enter into or renew any contract with a term longer than one year.
- (d) Discharge any employee.

- (e) Hire any new employee other than to fill vacancies.
- (f) Act on any annexation petition affecting territory subject to this Plan.
- (g) Exercise any authority within the Village's extraterritorial zoning or land division jurisdiction relating to any part of the territory subject to this Plan.
- (h) Create a tax incremental district.
- (i) Apply for a grant.

Section 9: Post-Boundary Change Village Board.

The current Town Board consists of three Supervisors, one of whom serves as Town Chairperson. The current Village Board consists of three Trustees, one of whom serves as Village Board President.

The parties agree that as soon as practicable upon completion of the Boundary Change, the current Village Board members will sequentially resign from their respective positions, and the remaining Village Board members will appoint the current Town Board members as the resignees' replacements. It is the intent of this Section that upon completion of this process, the current Town Board members will serve as Village Board members, with the current Town Chairperson serving as Village Board President. This Plan is void if this transition does not occur as described herein, unless both parties agree in writing otherwise.

The parties further agree that as soon as practicable upon the effective date of this Plan, the current Village Clerk and Village Treasurer will resign from their respective positions, and the Village Board will appoint the current Town Clerk and Town Treasurer as their replacements.

After the initial appointments described in this section, all Village officer positions will be filled by either election or appointment, as appropriate pursuant to applicable law.

Section 10: Village Staff.

Upon completion of the Boundary Change, the Village will make a reasonable attempt to continue the employment of all employees employed by the Village prior to the Boundary Change. All Village employees will be employed on an at-will basis.

Section 11: Property.

Upon completion of the Boundary Change, all real, personal, and intangible property currently owned by the Town will become the property of the Village. The Town and Village will, without further consideration, execute all documents and take all other action necessary

to transfer title of such property to the Village. All property currently owned by the Village will remain owned by the Village upon completion of the Boundary Change. The Village will execute all documents and take all other action necessary to reflect its name change on all title documents.

Section 12: Budgeting.

The Town and Village have adopted separate 2018 budgets. Upon completion of the Boundary Change, the Village will, at its option, either aggregate the Town's and Village's 2018 budgets to form the Village budget for the remainder of 2018 or the Village will amend its 2018 budget to reflect the Boundary Change.

Section 13: Apportionment of Assets and Liabilities.

Pursuant to Wis. Stat. § 66.0235, the Town and Village agree that upon completion of the Boundary Change, all assets and liabilities of the Town shall become assets and liabilities of the Village. The Town and Village further agree, without further consideration, to take all actions and execute all documents necessary to accomplish this transfer of assets and liabilities.

Section 14: Planning and Zoning.

As soon as practicable upon completion of the Boundary Change, the Village will establish a Plan Commission and Board of Appeals as well as policies and practices to administer planning and zoning functions within the Village. The Village shall also establish the position and administrative functions of a Zoning Administrator.

Section 15: Ordinances.

As soon as practicable upon the Boundary Change, the Village will adopt a new Code of Ordinances intended to consolidate the current Town and Village ordinances into a single Code and to eliminate duplicative and obsolete ordinances. The parties intend that the new Code of Ordinances will consist primarily of current or modified versions of the Town's current ordinances. However, the parties also recognize that certain existing Village ordinances will be incorporated into the new Code, whether for policy reasons or to meet legal requirements applicable to villages.

The Village is currently un-zoned, while the Town has in effect its own Town zoning ordinance which has been certified by the Wisconsin Department of Agriculture, Trade & Consumer Protection for the purposes of maintaining farmland preservation tax credits for qualifying land owners. Upon completion of the Boundary Change, the Village will amend the zoning ordinance to create a new zoning district intended to apply to the currently un-zoned area comprising the current Village. In drafting the new zoning district, the Village will consider the extent to which the new district will render properties currently located in

the Village nonconforming. The Village will also adopt a shoreland zoning ordinance applicable to all territory located within the Village's shoreland zoning jurisdiction.

The ordinance shall also include provisions for the establishment of a Village Plan Commission and Board of Appeals along with policies and practices required to administer the ordinance as identified in Section 14: Planning and Zoning.

After the adoption of the new Code of Ordinances, the Village shall have sole discretion concerning the adoption, repeal, or amendment of ordinances.

Section 16: Law Enforcement, Fire Protection, and Ambulance Services.

Upon completion of the Boundary Change, the Village will continue contracting for law enforcement, fire protection, and ambulance services from third parties.

Section 17: Public Works and Utilities.

All public works and related services that were provided by the Town or Village prior to the Boundary Change shall thereafter be provided by the Village, either directly or through contracts with third parties. These public works and related services include, but are not limited to, road maintenance, snowplowing, ditch and culvert work, wood chipping, signage, stormwater management projects, mowing, salting, maintenance of the Valley Street and Elm Street lift stations, and other regular and special maintenance activities.

Section 18: Property Assessment and Board of Review.

The Town and Village shall each assess properties located in their respective territories as of January 1, 2018 in the ordinary course. However, all taxes certified to the Town or required by law to be certified against territory that was located in the Town as of January 1, 2018 shall, upon completion of the Boundary Change, be included in the Village's budget and shall be levied against that territory by the Village as if the territory were located in the Village as of January 1, 2018.

If the Boundary Change is not complete as of the time the Town and Village conduct their respective 2018 Open Book and Board of Review proceedings, the Town and Village shall conduct those proceedings separately, and upon completion of the Boundary Change, the Village shall be bound to any adjustments to property assessments made by the Town through Open Book or Board of Review.

If, however, the Boundary Change occurs before the parties have conducted Open Book and Board of Review proceedings, the Village shall perform Open Book and Board of Review functions for all territory subject to this Plan, regardless of the territory's location as of January 1, 2018.

Section 19: Recycling and Waste Disposal.

The Town and Village are presently parties to separate contracts with a private recycling and waste disposal service provider to provide such services to their respective residents. Upon completion of the Boundary Change, the Village will provide for recycling and waste disposal services to all territory subject to this Plan. However, nothing in this Plan limits the Village's authority to modify the manner of recycling and waste disposal within the Village thereafter.

Section 20: Stormwater Management.

Upon completion of the Boundary Change, the Village will adopt ordinances regulating construction site and post-construction stormwater management to the extent such ordinances are required by law and to the extent the Village is not governed by the County's construction site and post-construction stormwater management ordinances.

Section 21: Land Information.

The Dodge County Land Information Division has responsibility for all GIS mapping and services including maintenance of the building numbering program, tax parcel mapping, maintenance of the Public Land Survey System (PLSS), survey services, tax assessment and property description functions. Other information provided by the Division includes aerial photos, streets, water, most public facilities, elevation, civil boundaries, voting wards, soils, parks, railroads, trails, right-of-ways, zip codes, wetlands and floodplains. In 2012, the Land Information Division reaffirmed its commitment to work closely with all County Offices, Departments, local municipalities, state and federal agencies whose activities rely on the use of land records.

The parties intend that upon completion of the Boundary Change, there will be no change in the Dodge County Land Information Division providing the above-referenced land information services and functions to the Village. In addition, the Village will maintain all land use and zoning information layers which are not typically provided by the Dodge County Land Information Division for incorporated communities to administer Section 14: Planning and Zoning.

Section 22: Address System.

All properties located in the Town of Williamstown as of the effective date of this Agreement will maintain their current rural grid-system address after the Boundary Change. Similarly, all properties located in the Village of Kekoskee as of the effective date of this Agreement will maintain their current village address system after the Boundary Change.

Section 23: Elections.

The parties will work with the State of Wisconsin, including, but not limited to, the Wisconsin Elections Commission, and with Dodge County, to take all action necessary in preparation for the administration of federal, state, and local elections in the Village following the Boundary Change. These actions may include providing voter registration lists, establishing or modifying election wards, and designating polling places.

Section 24: City of Mayville Growth Area.

In order to provide for future growth for the City of Mayville, and to ensure that owners of territory adjacent and proximate to the City of Mayville have the opportunity to receive higher level services through the City of Mayville, the parties hereby recognize a “City of Mayville Growth Area.”

The City of Mayville Growth Area is depicted in the attached **Exhibit D**. It consists of all Town of Williamstown territory identified within the City of Mayville’s 2030 Future Land Use Map – a total of 1,921.445 acres.

Upon completion of the Boundary Change described in Section 6 above, all territory located in the City of Mayville Growth Area will become Village of Williamstown territory. However, the Town of Williamstown and the Village of Kekoskee, for themselves and for their successors in interest, including the Village of Williamstown, hereby agree that they will not object to, and will take all action necessary to effectuate the detachment of territory from within the City of Mayville Growth Area to the City of Mayville, provided that each detachment involves territory that is contiguous with the City of Mayville and provided that the City obtains unanimous consent for the detachment from the owners of all property subject to the detachment.

All other detachments from the Village of Williamstown will be governed by Wis. Stat. § 66.0227.

Section 25: Compactness.

The boundary changes under this Plan reflect due considerations for compactness of area. It does this in several ways.

The boundary change described in Section 6 will have the effect of eliminating the Town-Village boundary entirely, resulting in more orderly and less confusing boundaries as well as fewer boundaries than currently exist. Additionally, the outer boundaries of the combined municipality will initially be the same as the outer boundaries of the current Town of Williamstown. The current boundaries with the City of Mayville, the City of Horicon, the Town of Burnett, the Town of Theresa, the Town of Hubbard, and the Town of Chester will be unaffected.

Further, while the area to be attached under Section 6 is approximately 31 square miles, much of the attachment area is territory within the Horicon Marsh. The practical area to be attached after adjusting for this acreage is approximately 18 square miles.

Finally, under the City of Mayville Growth Area provisions of Section 24, the size of the Village of Williamstown will be reduced over time. Provided that the City of Mayville meets the detachment criteria set forth in that Section, the City has the ability to attach its entire 2030 Future Land Use Map area, which consists of approximately three square miles and is nearly the size of the existing City of Mayville. (See **Exhibit E**) As a result of these attachments, the Village of Williamstown will continually become smaller and more compact, and the City of Mayville will grow in an orderly and compact manner

Section 26: Dispute Resolution.

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

- (a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:
 - (i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (ii) 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 successor.
 - (iii) The mediation session shall take place within 30 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - (iv) In the event that a mediator is used, each party shall provide the mediator with a brief 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 either party to supplement such information.
 - (v) 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 the parties and with the consent of the mediator. The parties shall maintain the confidentiality of the mediation 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 the mediation proceedings.

- (vi) The expenses of a mediator, if any, shall be borne equally by the parties.
- (b) If unresolved after (a) above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator they will request a 5-person panel list from the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration, or his successor. Each party will have two strikes from the 5-person panel. The parties may agree to an alternative method for the selection of a single arbitrator.
- (c) Each party will be responsible for its own fees of arbitration including attorneys' fees and expert fees.
- (d) The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award of the arbitrator is final and binding, and shall be enforceable by law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings, unless the parties agree on different arbitration procedures.
- (e) The parties agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that the failure to institute arbitration proceedings within such periods shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

Section 27: Consistency with State, Federal, and Local Laws.

This Plan is consistent with current state and federal law, shoreland ordinances, municipal regulations, and administrative rules that apply in the Town and Village. 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 28: Severability

The provisions of this Agreement 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 this Agreement, which can be given lawful effect without the invalid or unconstitutional provisions or application.

Section 29: Effective Date and Planning Period.

This Plan shall take effect upon its approval by the Department of Administration. The planning period shall be 10 years for all provisions, except that Section 24 regarding the City of Mayville Growth Area will remain in effect until December 31, 2030.

Section 30: Miscellaneous.

- (a) No Third-Party Beneficiary. This Plan is intended to be solely between the Town and Village. 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 party to this Plan any legal or equitable rights whatsoever.
- (b) Administration. This Plan shall be administered on behalf of the Town by the Town Chairperson or designee, and on behalf of the Village by the Village President or designee.
- (c) 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.
- (d) Binding Effect. This Plan shall bind and accrue to the benefit of all successors of the Town and Village and be binding on the parties' successive governing bodies.
- (e) No Challenges. The parties hereby waive any right each may have to commence or maintain any action or proceeding to contest, invalidate, or challenge this Plan or any of the actions required or contemplated by this Plan.
- (f) Third-Party Actions. In the event of a court action by a third party challenging the validity or enforceability of this Plan, both parties shall cooperate to vigorously defend this Plan. If only one party is named in the relevant action, the other party will seek to intervene and the named party will support such intervention. No settlement of any such action is permitted without the approval of the governing bodies of both municipalities.

The Village is a party to an agreement with the Town of LeRoy Sanitary District creating a Joint Wastewater Commission. Nothing in this Plan is intended to modify the terms and conditions of the Village's agreement with the Town of LeRoy Sanitary District with regard to the creation and operation of the Joint Wastewater Commission. This Plan may be declared null and void at the option of the Village if the Boundary Change and name change pursuant to this Plan materially and adversely affect the terms and conditions or enforceability of the agreement, including without

limitation, the Joint Wastewater Commission's contractual relations with the City of Mayville.


The Town is a party to a Negotiated Agreement concerning the Advanced Disposal Services Glacier Ridge Landfill. By its terms, the Negotiated Agreement is binding upon all of its parties' legal successors. The Town and Village intend that after the Boundary Change and name change described in this Plan, the Village shall be the Town's legal successor for purposes of the Negotiated Agreement and shall have all rights and be bound by all obligations existing thereunder. This Plan may be declared null and void at the option of the Town if the Negotiated Agreement is terminated because of the Boundary Change and name change described in this Plan.

- (g) References. Any references to a particular agency, organization, or official shall be interpreted as applying to any successor agency, organization, or official to which the contemplated functions are transferred. Except as expressly stated otherwise, any reference in this Plan to a particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.
- (h) 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.
- (i) Amendment. The procedure for amending this plan shall be that set forth in Wis. Stat. § 66.0307(8).
- (j) Continued Enforceability. The enforceability of this Plan is not affected by statutory amendments, changes in the forms of Village or Town government, or changes in Village or Town elected officials. Furthermore, this Agreement shall be construed to be binding upon the parties' respective successors, agents, and employees.
- (k) Performance Standard. This Plan requires the parties to act or to refrain from acting on a number of matters. The parties acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld, delayed, or conditioned.
- (l) 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.

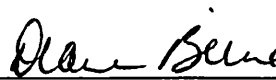
IN WITNESS WHEREOF, the Village and the Town certify that this Plan has been duly approved by the respective governing bodies in accordance with all applicable state and local laws, regulations and ordinances, and each party has caused their duly authorized officers to execute this Agreement.

VILLAGE OF KEKOSKEE

The undersigned officers of the Village of Kekoskee have executed this Agreement pursuant to a duly-adopted resolution of the Village Board dated July 24, 2018.

By: 
Village President

Date: July 24, 2018

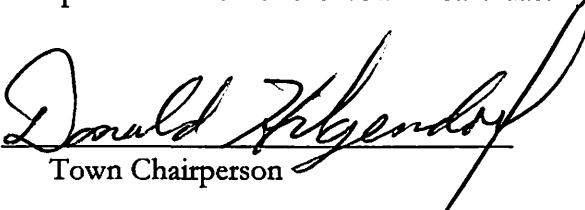
By: 
Village Clerk

Date: July 24, 2018


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TOWN OF WILLIAMSTOWN

The undersigned officers of the Town of Williamstown have executed this Agreement pursuant to a duly-adopted resolution of the Town Board dated July 24, 2018.

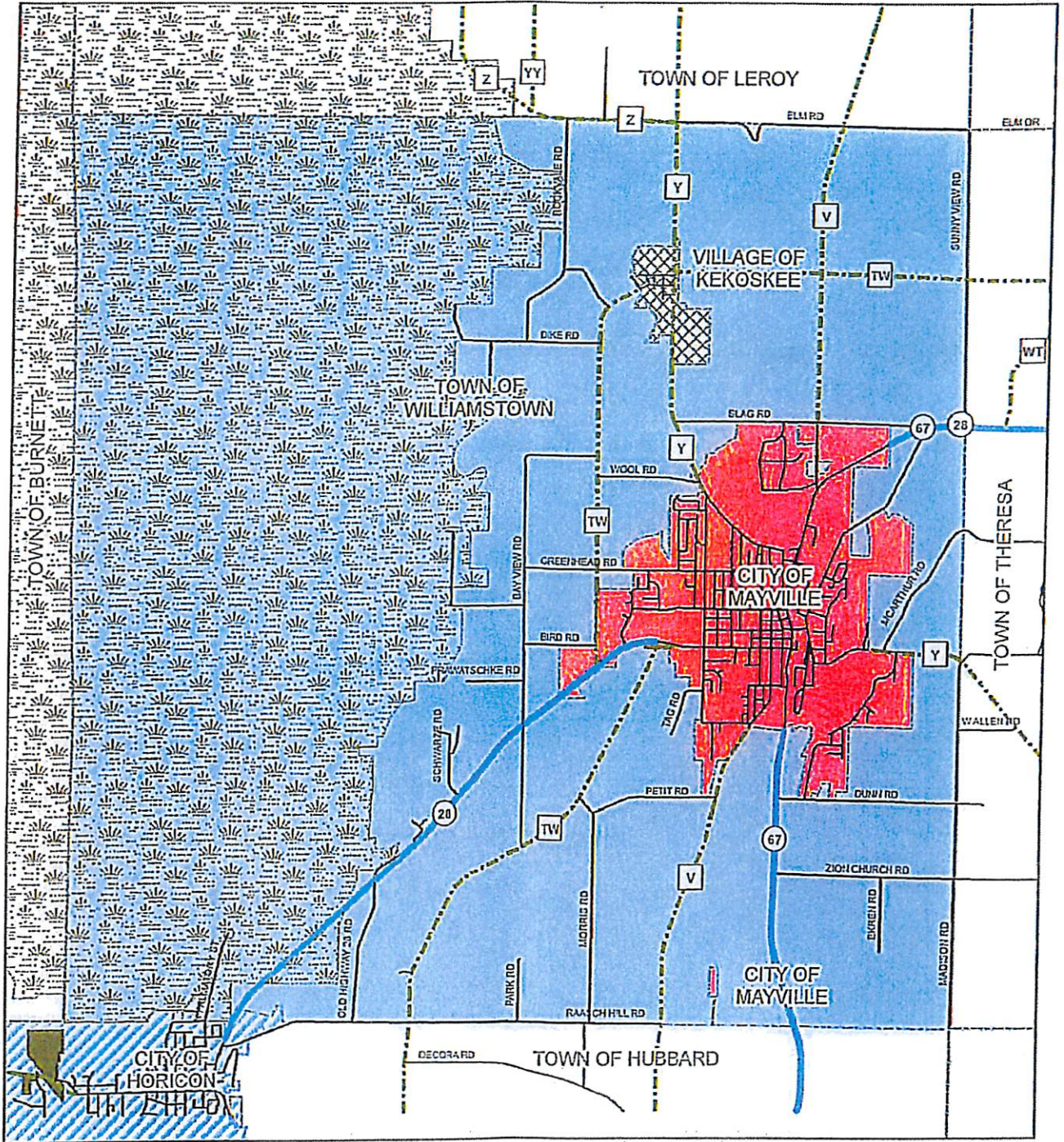
By: 
Town Chairperson

Date: July 24 2018

By: 
Town Clerk

Date: July 24, 2018




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LEGEND

 HORICON MARSH

ROAD CLASSIFICATION

-  LOCAL ROAD
-  COUNTY ROAD
-  STATE HIGHWAY

MUNICIPALITY






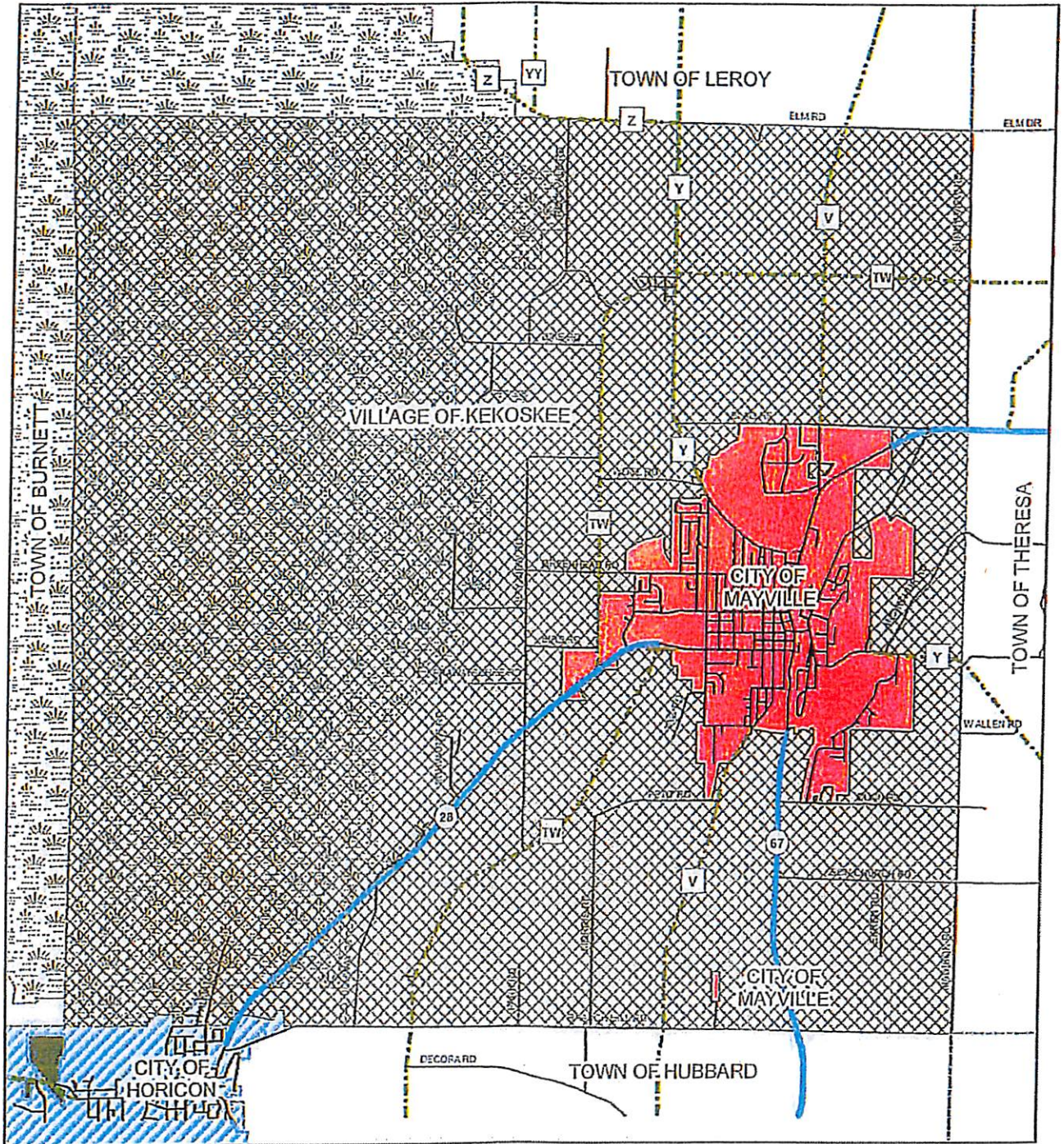
-  CITY OF MAYVILLE
-  VILLAGE OF KEKOSKEE
-  TOWN OF WILLIAMSTOWN
-  CITY OF HORICON
-  TOWN OF OAK GROVE

EXHIBIT A





LEGEND

HORICON MARSH

ROAD CLASSIFICATION

- LOCAL ROAD
- COUNTY ROAD
- STATE HIGHWAY

VILLAGE OF KEKOSKEE AFTER BOUNDARY CHANGE

MUNICIPALITY

- VILLAGE OF KEKOSKEE
- CITY OF MAYVILLE
- CITY OF HORICON
- TOWN OF OAK GROVE

EXHIBIT B



EXHIBIT C
DESCRIPTION OF LANDS TO BE TRANSFERRED FROM
TOWN OF WILLIAMSTOWN TO VILLAGE OF KEKOSKEE
PURSUANT TO BOUNDARY LINE ADJUSTMENT

ALL LANDS LOCATED IN TOWNSHIP 12 NORTH, RANGE 16 EAST, DODGE COUNTY, WISCONSIN, ALL IN THE TOWN OF WILLIAMSTOWN.

Excepting therefrom, that part of the City of Horicon, as described in Corporate Boundaries filed January 2, 2004, located in Section 31 and 32, T. 12 N., R. 16 E., Dodge County, Wisconsin, that lays North of the South lines of said Section 31 and 32, and south of a line more particularly described as follows:

Commencing at the S 1/4 corner of Section 32, T. 12 N., R. 16 E.; then S. 88° 58' 53" W., along the South line of said Section 32, 201.07 feet to the centerline of Raasch's Hill Road; then S. 66° 57' 45" W., along said centerline, 312.49 feet to the real point of beginning; then N. 8° 10' 15" W., 742.15 feet; then S. 82° 40' 30" W., 196.55 feet; then S. 23° 53' 30" W., 407.43 feet; then N. 80° 28' 30" W., 868.60 feet; then N. 88° 56' 30" W., 375.65 feet to the centerline of S.T.H. "28"; then southwesterly, along said centerline, along a 844.24 foot arc of a curve to the left having a 3819.63 foot radius and being subtended by a 842.53 foot chord bearing S. 25° 49' 40" W.; then S. 19° 29' 45" W., continuing along said centerline, 303.42 feet to the East line of Section 6; T. 11 N., R. 16 E.; then N. 2° 27' 54" W., along said East line, 635.44 feet to the NE corner of Section 6; then S. 88° 06' 05" W., along the North line of Section 6, 719.29 feet to the East line of N. Palmatory Street; then N. 3° 16' 20" W., along said East line, 51.79 feet; then N. 11° 45' 48" E., continuing along said East line, 2632.78 feet; then N. 24° 25' 48" E., continuing along said East line, 323.56 feet to a point on the South boundary of the Wisconsin Department of Natural Resources Headquarters parcel; then N. 73° 00' 48" E., 40.60 feet; then N. 88° 40' 48" E., 149.90 feet; then N. 17° 20' 48" E., 165.00 feet; then N. 32° 49' 12" W., 86.20 feet; then N. 58° 49' 12" W., 104.00 feet; then S. 62° 30' 48" W., 90.60 feet; then S. 88° 50' 48" W., 52.40 feet; then S. 36° 10' 48" W., 167.40 feet; then S. 35° 24' 12" E., 124.80 feet to the West line of N. Palmatory Street; then S. 24° 25' 48" W., along said West line, 324.25 feet; then S. 11° 45' 48" W., continuing along said West line, 1787.37 feet to the North line of Sunset Vue Subdivision; then S. 87° 53' 48" W., along said North line, 555.88 feet; then N. 2° 02' 12" W. along said North line, 0.47 feet; then S. 87° 51' 48" W., continuing along said North line, 29.20 feet; then S. 37° 02' 48" W., 629.54 feet; then S. 88° 41' 50" W., 226.40 feet; then S. 0° 21' 12" E., 81.60 feet; then N. 87° 53' 48" E., 198.00 feet; then S. 0° 27' 12" E., 324.24 feet to the South line of Section 31, T. 12 N., R. 16 E.; then S. 88° 06' 05" W., along said South line, 325.83 feet; then N. 1° 56' 29" W., 398.07 feet; then S. 86° 36' 48" W., 720 feet more or less to the easterly bank of the Rock River; then southerly, along said easterly bank, 440 feet more or less to the South line of Section 31; then S. 88° 42' 46" W., along said South line, 3019.20 feet, to the SW corner of Section 31, T. 12 N., R. 16 E.

Excepting therefrom, the City of Mayville, Dodge County, as described in Corporate Boundaries filed December 12, 2014:

Commencing at the SE Corner of Section 15, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Thence N. 0° 33' 25" W., 400.94 feet, to the Point of

Beginning; Thence N. 34° 28' 23" W., 423.72 feet; Thence N. 15° 10' 35" W., 142.33 feet; Thence N. 0° 11' 32" W., 449.97 feet; Thence N. 1° 19' 06" E., 56.93 feet; Thence S. 88° 19' 44" W., 77.66 feet; Thence S. 34° 21' 37" W., 96.62 feet; Thence S. 64° 28' 25" W., 122.47 feet; Thence S. 81° 11' 42" W., 448.71 feet; Thence S. 64° 08' 52" W., 276.75 feet; Thence S. 53° 14' 48" W., 469.90 feet; Thence S. 28° 17' 40" W., 152.03 feet; Thence S. 3° 02' 50" E., 672.09 feet (To the south line of the SE 1/4 of Section 15); Thence S. 0° 11' 41" E., 660.70 feet; Thence West 1,287 feet (±) to the Easterly R.O.W. line of C.T.H. "TW"; Thence South along said Easterly R.O.W. line to the South line of the NE 1/4 of Section 22; Thence East 900 feet (±) along the South line of the NE 1/4 of Section 22 to the Northerly R.O.W. line of STH "28"; Thence Northeasterly along said R.O.W. being the arc of a curve to the right with a radius of 2,391.83 feet, a distance of 1,075 feet, Thence Easterly, 200.33 feet (Along the Northerly Right-of-Way of S.T.H. "28" with a chord line of S. 89° 50' 17" E., 200.29 feet); Thence S. 2° 54' 30" E., 311.21 feet; Thence N. 88° 02' 30" E., 515.11 feet; Thence S. 3° 11' 30" E., 534.65 feet; Thence N. 88° 02' 30" E., 227.21 feet; Thence S. 3° 11' 30" E., 475.35 feet; Thence N. 88° 02' 30" E., 534.03 feet; Thence S. 0° 18' 27" E., 362.74 feet; Thence S. 89° 24' 14" E., 470.08 feet (To the Westerly Right-of-Way line of Clark Street); Thence S. 2° 24' W., 633.85 feet (Along the Westerly Right-of-Way line of Clark Street); Thence S. 0° 12' E., 400.00 feet (Along the Westerly Right-of-Way Line of Clark Street); Thence West, 234.00 feet; Thence S. 0° 25' 12" E., 125.00 feet; Thence S. 0° 39' 14" E., 1,318.72 feet; Thence N. 89° 45' 54" E., 300 feet; Thence continuing S. 00° 39' 14" E., 436.91 feet; Thence S. 0° 53' 20" E., 880.60 feet; (To the Northerly Right-of-Way of Petit Road); Thence N. 89° 12' 40" E., 213.50 feet; Thence S. 89° 57' 02" E., 45.60 feet; Thence N. 11° 40' 32" E., 1,309.03 feet (To the South line of the NE 1/4 of the NW 1/4 of Section 26); Thence N; 89° 56' 30" E., 368.72 feet (along said South line to the Southeasterly Right-of-Way line of John Street). Thence N. 33° 39' E., 1,455.70 feet (Along the Southeasterly Right-of-Way line of John Street); Thence S. 83° 52' E., 756.96 feet; Thence S. 83° 30' E., 570 feet (To Westerly edge of the Rock River); Thence Northerly, 240 feet (Along the Westerly edge of the Rock River to the North line of Section 26); Thence East, 170 feet (Along the North line of Section 26 to the Easterly edge of the Rock River); Thence Southeasterly, 1,800 feet (Along the Northeasterly edge of the Rock River to a position which is East, 362.99 feet of the N.W. corner of Section 25 and South of the North Line); Thence South, 270 feet (To the Southerly edge of the Rock River and to the Northwest corner of Lot 5, Block 4, Golf View Estates); Thence Westerly, 370 feet (Along the Southerly edge of the Rock River); Thence S. 29° 15' W., 625 feet; Thence S. 8° 45' W., 90.00 feet; Thence S. 88° 06' 31" E., 171.59 feet; Thence S. 10° 26' 16" W., 1,552.66 feet (To the East-West 1/4 line of Section 26 and the Centerline of Dunn Road); Thence S. 88° 29' 35" E., 437.67 feet; Thence N. 9° 58' 39" E., 252.83 feet; Thence S. 88° 20' 30" E., 115.00 feet; Thence S. 9° 55' 45" W., 252.83 feet (To the Centerline of Dunn Road); Thence S. 88° 20' 30" E., 100.12 feet (Along said centerline); Thence N. 10° 42' 30" E., 133.99 feet; Thence N. 19° 21' 30" E., 474.87 feet; Thence S. 88° 20' 30" E., 310.41 feet; Thence S. 7° 17' 30" W., 587.56 feet (To the Centerline of Dunn Road); Thence S. 88° 20' 30" E., 251.52 feet; Thence N. 0° 14' 30" E., 315.00 feet; Thence S. 88° 20' 30" E., 416.00 feet; Thence N. 0° 14' 30" E., 1,187.77 feet; Thence N. 0° 26' 45" E., 300 feet; Thence N. 1° 25' W., 850.28 feet (Along the East line of the N.W. 1/4 of the N.W. 1/4 of Section 25); Thence East, 2,310 feet (Along the South line of Section 24); Thence North, 2,650 feet (To the Centerline of German Street); Thence N. 2° 25' 16" E., 90 feet (To the Northerly Right-of-Way Line of German Street); Thence Westerly, 362.76 feet (Along the Northerly Right-of-Way Line of German Street on a chord line of N. 86° 39' 54" W. 362.74 feet); Thence N. 85° 45' 03" W.,

596.37 feet (Along the Northerly Right-of-Way Line of German Street); Thence S. 4° 14' 57" W., 40 feet; Thence N. 85° 45' 03" W., 713.00 feet (Along the Northerly Right-of-Way Line of German Street); Thence North along the East line of the West 1/2 of the NE 1/4 of the NW 1/4 of Section 24 to a point 665.11 feet south of the NE corner of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 13; Thence S. 87° 49' 26" E., 655.62 feet to the south quarter corner of Section 13; Thence S. 87° 52' 57" E., 908.00 feet; Thence N. 00° 09' 49" E., 1,846.65 feet; Thence N. 57° 15' 02" W., 793.80 feet; Thence S. 45° 53' 32" W., 328.90 feet; Thence N. 20° 36' 20" W., 192.86 feet; Thence N. 43° 08' 05" W., 212.69 feet (To the centerline of N. German Road); Thence S. 57° 38' 02" W., 96.12 feet (along said N. German Road centerline); Thence S. 58° 25' 36" W., 607.36 feet (along said N. German Road centerline) Thence S. 13° 33' 40" E., 649.16 feet; Thence S. 00° 00' 31" W., 662.02 feet; Thence N. 87° 56' 17" W., 2.66 feet (to the southeast corner of the NW 1/4 of the SE 1/4 of the SW of Section 13; Thence West 660 feet (±) to the East line of the SW 1/4 of the SW 1/4 of Section 13; Thence North 3,140 feet; Thence East 1,320 feet; Thence North, 1,420 feet (To N. 1/4 corner of Section 13); Thence N. 88° 58' 01" W., 1,541.5 feet (Along the North line of Section 13, which is also the Centerline of Slag Road); Thence N. 88° 58' 01" W., 1,098.50 feet (Along the North Line of Section 13); Thence continuing along the Centerline of Slag Road and the Northerly Line of Section 14-12-16, West, 661.62 feet; Thence South 741.75 feet; Thence East, 670.06 feet (To the Easterly line of Section 14-12-16); Thence S. 0° 39' 06" E., 459.30 feet along said Easterly Line; Thence S. 88° 47' 16" E., 33.03 feet (To the East R.O.W. line of C.T.H. "V"); Thence S. 01° 07' 16" E., 168.64 feet; Thence S. 88° 47' 16" E., 513.32 feet (To the Northwesterly Railroad Right-of-Way); Thence Southwesterly along said Railroad Right-of-Way, 710.21 feet (±) (to a point which is described as follows: Commencing at the West 1/4 corner of Section 13; Thence N. 01° 07' 16" W., 580.05 feet along the West Line of the Northwest 1/4 of Section 13 to the Northwesterly Right-of-Way line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad; Thence continuing N. 01° 07' 16" W., 271.06 feet along said West line; Thence S. 88° 47' 48" E., 247.22 feet to said Railroad Right-of-Way and the point referenced); Thence N. 88° 47' 48" W., 247.22 feet to the West line of the NW 1/4 of Section 13; Thence S. 01° 07' 16" W., 91.43 feet; Thence S. 89° 04' 44" W., 165.85 feet; Thence N. 84° 15' 16" W., 213.20 feet; Thence N. 01° 07' 16" W., 482.53 feet; Thence N. 89° 30' 44" E., 377.54 feet (To the East Line of Section 14); Thence N. 01° 07' 16" W., 60.00 feet (Along the East Line of Section 14); Thence N. 89° 46' 44" W., 105 feet; Thence N. 00° 14' 35" W., 531.45 feet; Thence N. 89° 47' 57" W., 621.40 feet; Thence N. 00° 12' 03" W., 791.75 feet (To the North Line of Section 14 and centerline of Slag Road); Thence N. 89° 48' 02" W., 1,952.10 feet; Thence N. 89° 47' 03" W., 229.40 feet; Thence S. 04° 56' 00" W., 601.86 feet; Thence S. 66° 56' 00" W., 255.12 feet; Thence S. 48° 26' 00" W., 407.88 feet; Thence S. 75° 56' 00" W., 66.00 feet; Thence S. 54° 56' 00" W., 66.00 feet; Thence S. 36° 26' 00" W., 171.60 feet; Thence S. 87° 44' 15" W., 230.69 feet; Thence S. 05° 59' 14" W., 436.45 feet; Thence S. 75° 57' 52" W., 150.29 feet; Thence S. 07° 11' 41" W., 295.89 feet; Thence N. 48° 31' 31" W., 146.56 feet (Along a Meander Line to the Easterly Right-of-Way Line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 232.95 feet (Along the Easterly Right-of-Way Line of C.T.H. "Y"); Those lands lying between the meander line and the North Bank of the Rock River is excluded from the Corporate Limits. Thence N. 63° 57' 00" E., 6.00 feet; Thence S. 26° 03' 00" E., 111.00 feet; Thence Southeasterly 558.00 feet (Along the Northerly Right-of-Way Line of Kekoskee Street with a chord line of S. 32° 00' 03" E., 556.18 feet); Thence S. 51° 36' W., 51.00 feet (To the centerline of Kekoskee Street); Thence West, 238.4 feet; Thence South, 120 feet (To the North Line of S.W. 1/4 of Section 14); Thence N. 89° 23' 34" W., 1,039.56 feet (To the NW

Corner of the SW 1/4 of Section 14); Thence S. 00° 33' 16" E., 665.56 feet (Along the West Line of the SW 1/4 Section 14); Thence South, 1,980 feet, (Along the West line of Section 14 to the S.W. Corner of Section 14) and to the Point of Beginning.

Also, the following tract of land located in the E. 1/2 of S.W. 1/4 of Section 35, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Commencing at the S. 1/4 Corner of Section 35; Thence S. 89° 44' W., 750.83 feet (To the Point of Beginning); Thence N. 03°38' 45" E., 997.90 feet (From the Point of Beginning); Thence N. 89° 44' E., 65.33 feet; Thence N. 00° 16' W., 1,016.5 feet; Thence S. 89° 44' W., 300 feet; Thence S. 00° 16' E., 1,016.5 feet, Thence N. 89° 44' E., 204.61 feet; Thence S. 3° 38' 45" W., 997.90 feet (To the South Line of Section 35); Thence N. 89° 44' E., 30.06 feet (Along the South Line of Section 35 to the Point of Beginning).

Also, the following tract of land located in the N.W. 1/4 of Section 14, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Commencing at the Northwest Corner of said Section 14; Thence N. 87° 38' 02" E., 80.86 feet (Along the north line of N.W. 1/4 of Section 14 to the Westerly Right-of-Way line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 2,338.77 feet (Along said Westerly Line to the North Line of Wool Road to the Point of Beginning); Thence N. 78° 33' 00" W., 270.88 feet (Along the Northerly Right-of-Way Line of Wool Road); Thence North 39.09 feet; Thence N. 84° 34' 09" E., 211.27 feet (Along a meander line to the Westerly Right-of-Way Line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 125.62 feet (To the Point of Beginning, including those lands between the Meander line and the South Bank of the Rock River).

Also, the following lands located in the S.W. 1/4 and S.E. 1/4 of Section 22, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; beginning at the NW corner of the SE 1/4 of Section 22, T12N R16E, Dodge County Wisconsin, from said point of beginning; then easterly along the North line of the SE 1/4 of Section 22 to the northerly right of way line of State Highway 28; then southwesterly along the northerly line of STH 28 to the East line of the West 12 acres of the North 44 rods of the NW 1/4 SE 1/4 of said Section 22; then southerly along the East line of said West 12 acres of the North 44 rods to the South line of the West 12 Acres North 44 rods of the NW 1/4, SE 1/4, of said Section 22; then West along said South line of the North 44 rods of the NW 1/4, SE 1/4, to the southeasterly right of way line of STH 28; then southwesterly along the southeasterly right of way line of STH 28 to the NE corner of Lot 1, CSM 5785; then southeasterly along the northeasterly line of Lot 1, CSM 5785 to the SE corner of Lot 1, CSM 5785; then west along the south line of Lot 1, CSM 5785 to the SW corner of Lot 1, CSM 5785; then northwesterly to the intersection of the northwesterly line of STH 28 and the West line of the SE 1/4 SW 1/4 of said Section 22; then North along the West line of the SE 1/4, SW 1/4 and NE 1/4 SW 1/4 of said Section 22; to the NW corner of NE 1/4, SW 1/4, of said Section 22; then East along the north line of NE 1/4, SW 1/4, of said Section 22 to the point of beginning.

Excepting therefrom, the Village of Kekoskee, Dodge County, as described in Corporate Boundaries filed February 21, 2005:

The Village of Kekoskee located in Sections 2, 3, 10, and 11 all in Township 12 North, Range 16

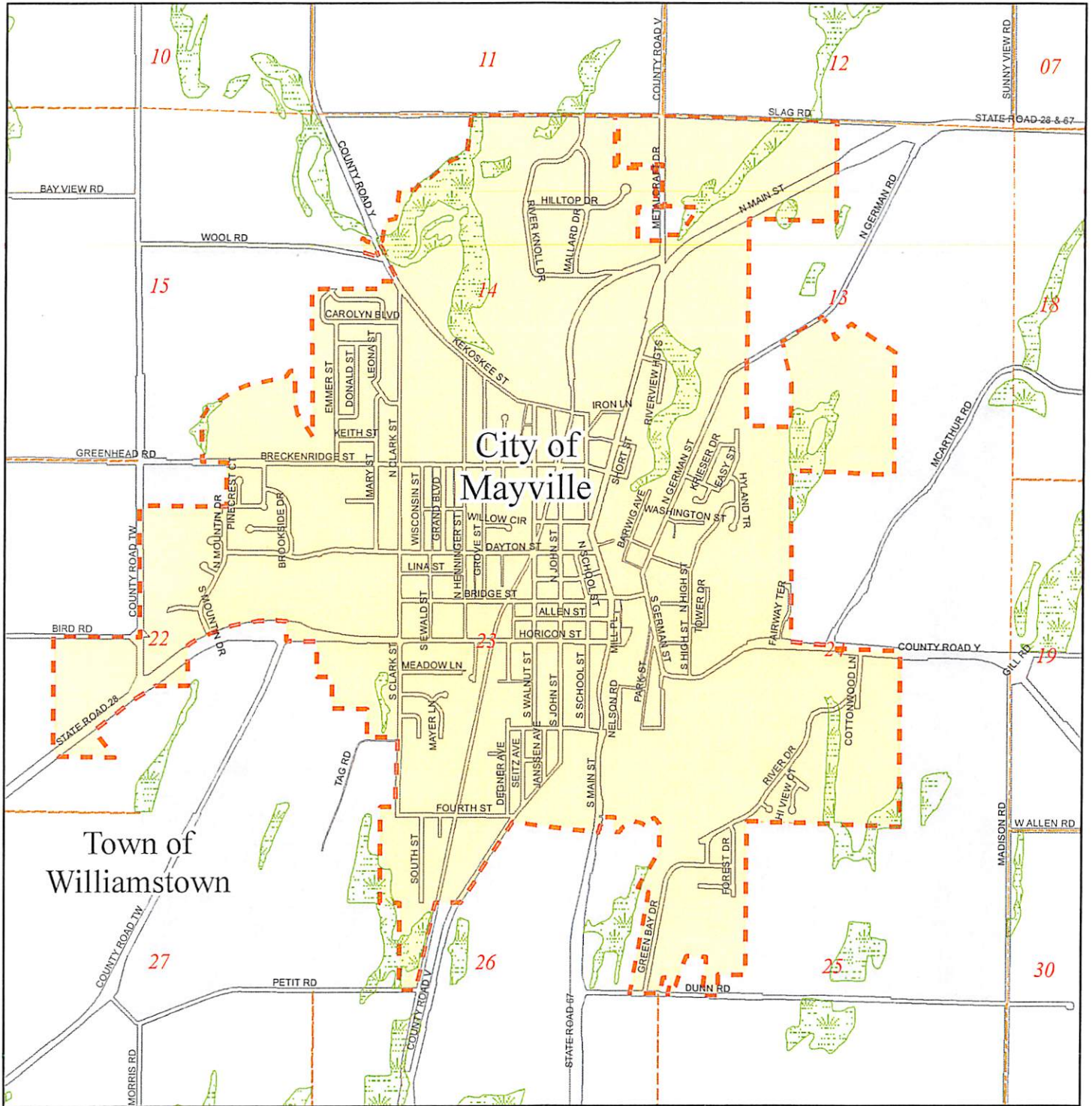
East, Dodge County Wisconsin, the boundary being more particularly described as follows: Commencing at the 1/4 corner between Sections 10 and 11, T12N, R16E, then westerly along the south line of the SE1/4, NE1/4 of said Section 10, to the west right of way line, of County Trunk Highway "Y", and the point of beginning for this description; from said point of beginning, then south along the west right of way line of County Trunk Highway "Y" a distance of 661.63 feet to a point; then easterly along a line parallel with the north line of NE1/4, SE1/4 of said Section 10, to a point in the west line of the SE1/4 of said Section 10, then easterly along the south line of the North 1/2 of the NW1/4 of the SW1/4 of said Section 11, to a point in the east line of the NW1/4 of the SW1/4 of said Section 11; then northerly along the east line of the North 1/2 of the NW1/4 of the SW1/4 of said Section 11, to a point in the south line of the NW1/4 of said Section 11; then northerly along the east line of the SW1/4 of the NW1/4 of said Section 11 to the northeast corner of said 1/4, 1/4 Section; then westerly along the north line of said SW1/4 of the NW1/4 of said Section 11, to a point located 495 feet (30 rods) east of the west line of the NW1/4 of said Section 11; then northerly along a line parallel with the west line of the NW1/4 of said Section 11, a distance of 198 feet (12 rods) to a point; then westerly along a line parallel with the south line of the NW1/4 of the NW1/4 of said Section 11, to a point located 165 feet (10 rods) east of the west line of the NW1/4 of said Section 11; then north along a line parallel with and 165 feet (10 rods) east of the west line of the NW1/4 of said Section 11, to a point in the north line of the NW1/4 of said section 11; then northerly along a line parallel with and 165 feet (10 rods) east of the SW1/4 of the SW1/4 of said Section 2, a distance of 1155 feet to a point; then westerly along a line parallel with the north line of the SW1/4 of the SW1/4 of said Section 2, to a point in the west line of the SW1/4 of said Section 2; then westerly along a line parallel with the north line of the SE1/4 of the SE1/4 of said Section 3, to a point in the west right of way line of County Trunk Highway "Y"; then southerly along the west right of way line of County Trunk Highway "Y", to a point in the north line of the south 876.84 feet of the SE1/4 of the SE1/4 of said Section 3; then westerly along the north line of the south 876.84 feet of the SE1/4 of the SE1/4 of said Section 3, to a point in the east bank of the Rock River; then southwest along the east bank of the Rock River, to the west line of the SE1/4 of the SE1/4 of said Section 3; then northerly along the west line of the SE1/4 of the SE1/4 of said Section 3, to a point in the center of the Rock River; then southwest and southerly along the center of the Rock River, to a point in the south line of the SE1/4 of said Section 3; then westerly along the south line of the SE1/4 of said Section 3, to a point in the east right of way line of Kummerow Road; then southeasterly along the east right of way line of Kummerow Road to a point in the north right of way line of County Trunk Highway "TW"; then northeasterly along the said northerly right of way line of County Trunk Highway "TW", a distance of 26.90 feet to a point; then southeasterly, a distance of 72.66 feet to a point in the centerline of County Trunk Highway "TW", said point being the northerly projection of the centerline of an abandoned public highway, as such public highway existed on the 9th day of October, 1929; then southeasterly to the intersection of the southerly right of way line of County Trunk Highway "TW" and the westerly right of way line of a public road, shown as the western boundaries of Lots 1, 2, 3, and 4 of Dodge County Certified Survey Map 1361, as recorded in Volume 9 at page 257; then southerly along the west line of said public road to a point in the south line of the North 1/2 of the NE1/4 of said Section 10; then easterly along the south line of the North 1/2 of the NE1/4 of said Section 10 and also the south line of Lot 4 of said CSM 1361, to a point in the west bank of the Rock River; then northerly along the west bank of the Rock River, a distance of 213.6 feet to a point; then southeasterly crossing the Rock River to a point in the east bank being, the northwest corner of Lot 1, Dodge

County Certified Survey Map 358, recorded in Book 6 at Page 112; then southerly along the east bank of the Rock River, to the southeast corner of Lot 3 in said CSM 358; then easterly along the southerly line of Lot 3 of said CSM 358, a distance of 453 feet to a point; then northerly along a line being a part of the southerly boundary of Lot 3 of said CSM 358 a distance of 260 feet to a point; then easterly along the southerly line of Lot 3 of said CSM 358, a distance of 519.41 feet to the westerly right of way line of County Trunk Highway "Y"; then southerly along the westerly right of way line of County Trunk Highway "Y" to a point in the south line of the NE1/4 of said Section 10 and point of beginning for this description.

INTENDING TO DESCRIBED ALL THOSE LANDS CURRENTLY LOCATED IN THE TOWN OF WILLIAMSTOWN AND EXCLUDING ALL THOSE PARTS CURRENTLY LOCATED IN THE CITY OF MAYVILLE, THE CITY OF HORICON AND THE VILLAGE OF KEKOSKEE.



Exhibit D

City of Mayville - 2030 City Growth Area



Source: City of Mayville, Dodge County Comprehensive Plan

The base map was created with data from the Dodge County Land Resources and Parks Department who in no event assumes any liability regarding fitness of use of the information and any application by others, is the responsibility of the user.

-  Municipal Boundary
-  2030 City Growth Area



Planning - Environmental - Surveying - Engineering - Architecture
www.martenson-eisele.com

arcgis10501002intergov.mxd_07/19/2018

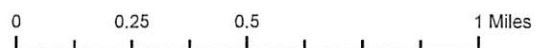


Exhibit E

City and City Growth Area Totals - Acres

		Acres
City	Developed	1500.048
	Non-Developed	503.241
	Excluded (Wetlands and Open Water)	148.227
	Total	2151.516
Growth Area	Developed	251.121
	Non-Developed	1535.19
	Excluded (Wetlands and Open Water)	135.134
	Total	1921.445
Total Area		4072.961



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Scott Walker, Governor
Ellen E. Nowak, Secretary
Dawn Vick, Division Administrator

May 9, 2018

Lloyd Lechner, President
Village of Kekoskee
21 Valley Street
Mayville, WI 53050

Donald Hilgendorf, Chair
Town of Williamstown
W3275 County Road TW
Mayville, WI 53050

Dear Lloyd Lechner and Donald Hilgendorf,

The Department has reviewed the proposed cooperative plan between the Village and Town to ensure that it complies with the statutory criteria in s. 66.0307(5) Wis. Stats. The Department finds that these statutory criteria are not currently met, but that with additional information and revisions, they could all be met. Therefore, under authority in s. 66.0307(5)(d) Wis. Stats. the Department is returning the proposed cooperative plan to the Village and Town with the recommendation that it be re-submitted to include the specific revisions which are identified in the body of the enclosed determination.

According to the statute, you have 90 days from today's date to re-submit the plan. Should you have any questions about this process or our enclosed review determination, please contact me at (608) 266-7043 or Erich Schmidtke at (608) 264-6102.

Sincerely,

Dawn Vick, Administrator
Division of Intergovernmental Relations

Enclosure

cc: John St Peter, Attorney
Matt Parmentier, Attorney
Jim Hammes, Attorney
Bonnie Hoyt, Village of Kekoskee Clerk
Mary Dessereau, Town of Williamstown Clerk
Sara Decker, City of Mayville Clerk
Erma Franke, Town of Leroy Clerk
Debra Kendhammer, Town of Hubbard Clerk
Diane Steger, Town of Theresa Clerk
Pamela Koll, Village of Theresa Clerk
Chris Merkes, Town of Burnett Clerk
Lauri Betz, Town of Lomira Clerk
Brooke Born, Town of Chester Clerk
Alison Pecha, Town of Herman Clerk

Scott Sabol, School District of Mayville
Nathan Kempke, City of Mayville Water/Wastewater Utility
Rich Appel, School District of Horicon
Bonnie Baerwald, Moraine Park Technical College District
Dale Klueger, Kekoskee-Leroy Sanitary District
Karen Gibson, Dodge County Clerk
Kimberly Nass, Dodge County Corporation Counsel
Bill Ehlenbeck, Dodge County Land Resources & Parks
Dave Ross, DOT Secretary
Ed Eberle, DNR Deputy Secretary
Sheila Harsdorf, DATCP Secretary
Bob Lloyd, School District of Lomira
Laura Maertz, Town of Oak Grove Clerk



WISCONSIN DEPARTMENT OF ADMINISTRATION

**REVIEW of the COOPERATIVE PLAN
under Section 66.0307 Wis. Stats.**

between the

**VILLAGE OF KEKOSKEE and TOWN OF WILLIAMSTOWN
DODGE COUNTY**

May 9, 2018

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STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Scott Walker, Governor
Ellen E. Nowak, Secretary
Dawn Vick, Division Administrator

This determination constitutes the Department's review of the proposed cooperative plan between the Village of Kekoskee and Town of Williamstown under s. 66.0307 Wis. Stats. The Department is charged with reviewing cooperative plans for compliance with public interest standards set forth in s. 66.0307(5)(c) Wis. Stats.

In summary, it is the DETERMINATION OF THE DEPARTMENT OF ADMINISTRATION that when considering the proposed cooperative plan under Section 66.0307(5), Wis. Stats.:

Standard 1, Content of Cooperative Plan Sufficiently Detailed – Currently Not Met

Standard 2, Cooperative Plan Consistent with Comprehensive Plans and State and Local Laws and Regulations – Currently Not Met

Standard 3, Adequate Provision for Municipal Services – Currently Not Met

Standard 4, Provision for Affordable Housing – [Repealed & Inapplicable]

Standard 5, Compactness of Plan Territory – Currently Not Met

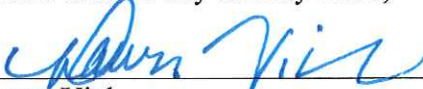
Standard 6, Planning Period is Consistent with Cooperative Plan – Inapplicable

The facts and analysis supporting these findings are discussed in the body of this determination. The Determination of the Department of Administration is as follows:

Pursuant to s. 66.0307(5)(d) Wis. Stats., the Department is returning the proposed cooperative plan to the Village of Kekoskee and Town of Williamstown with the recommendation that it be re-submitted with revisions as discussed in the body of this determination.

The Department believes that this cooperative plan, if revised, may constitute a cooperative plan that complies with each of the above statutory standards. According to s. 66.0307(5)(d) Wis. Stats., the Communities have 90 days from today's date in which to resubmit their revised cooperative plan to the Department.

Dated this 9th day of May 2018,


Dawn Vick

Administrator, Division of Intergovernmental Relations

NOTICE OF RIGHT TO APPEAL

This Notice sets forth the requirements and procedures for obtaining review for those persons who wish to obtain review of the attached decision of the Department. Per s. 66.0307(9), Wis. Stats., decisions of the Department are subject to judicial review under s. 227.52. Per s. 227.53 any person aggrieved by a decision of the Department is entitled to review. Per s. 227.53 (1) (a) 1., proceedings for review are instituted by serving a petition therefor upon the agency, either personally or by certified mail, and by filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Per s. 227.53 (1) (a) 2m., an appeal must be filed within 30 days after mailing of the decision by the agency. Per s. 227.53 (1) (b), the petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified. Any petition for judicial review shall name the Department of Administration as the Respondent. Petitions for review should be served on the Department's Secretary, Ellen E. Nowak. The address for service is:

c/o DOA, Municipal Boundary Review
101 East Wilson Street, 9th Floor
PO Box 1645
Madison, WI 53701

Persons desiring to file for judicial review are advised to closely examine all provisions of ss. 227.52, 227.53 and 227.57 Wis. Stats. to ensure strict compliance with all requirements. The summary of appeal rights in this notice shall not be relied upon as a substitute for the careful review of all applicable statutes, nor shall it be relied upon as a substitute for obtaining the assistance of legal counsel.

Executive Summary

In accordance with s. 66.0307(5) Wis. Stats., the Wisconsin Department of Administration (Department), has received the *Intergovernmental Cooperative Plan* (Cooperative Plan) *Between the Village of Kekoskee* (Village) and the *Town of Williamstown* (Town).

The Village and Town developed this Cooperative Plan to proactively manage the Village's desire to dissolve due its declining population and revenue and difficulty seating Village Board positions. The Village was incorporated in 1958 from territory that had previously been part of the Town. This Cooperative Plan would result in the Communities merging back together.

The Town is interested in protecting its borders from annexations by the Cities of Mayville and Horicon, from extraterritorial jurisdiction from these Cities, and by a desire to maintain its rural character. To also accomplish these ends, the Communities plan to merge all the Town territory into the Village. The result would be a newly merged, approximately 32-square mile village (including Horicon Marsh), which would then be renamed 'Village of Williamstown'.

Two public hearings were held on the Cooperative Plan. One was held on December 6, 2017, a required joint public hearing by both Village and Town under s. 66.0307(4)(b) Wis. Stats. Participants at this public hearing, along with their written comments, are provided in Exhibit 6 of the Cooperative Plan. At this hearing one resident sought clarification, Dodge County provided technical comments about updating comprehensive plans, and the City of Mayville provided a letter opposing the Cooperative Plan.

The second public hearing was held by the Department on April 12, 2018 and was requested by the City of Mayville under s. 66.0307(5)(b) Wis. Stats. Mayville is surrounded by the Town, as shown in Exhibit A of the Cooperative Plan. At this hearing numerous area residents, business-owners, landowners, elected officials and staff, among others, attended and testified, both in favor of and against the Cooperative Plan.

The Department finds that this Cooperative Plan currently does not meet any of the statutory criteria. On February 21, 2018, the Department provided the Communities with specifics about information needed to satisfy the statutory review criteria, sending them a completed *Cooperative Plan Review Checklist*. On April 23, 2018 the Communities submitted a letter (Suggested Revisions Letter) in response identifying specific information that might be added to the Cooperative Plan to make it compliant with the statutory review criteria. The Department believes that these additions, plus revisions described in the body of this determination, could result in a Cooperative Plan that complies with all the statutory criteria. Therefore, under authority in s. 66.0307(5)(d) Wis. Stats. the Department is returning the proposed Cooperative Plan to the Village and Town with a recommendation that it be re-submitted to include the recommended changes. According to s. 66.0307(5)(d), the communities have 90 days

from today's date in which to resubmit their revised Cooperative Plan to the Department.

Another option for the Communities to consider, should they desire not to revise and re-submit their Cooperative Plan, would be to dissolve the Village under s. 61.187 Wis. Stats. Dissolution involves a referendum by the village residents and would result in the Village returning to unincorporated status within the Town of Williamstown.

Approval Criteria Applicable to the Department

A cooperative plan shall be approved by the Department if the Department determines that each of the review criteria in s. 66.0307(5)(c), Wis. Stats., is met. The following paragraphs describe how the Cooperative Plan relates to these review criteria. It is important to understand that this review document is not a complete restatement of the Plan. Those wanting to learn specific details, provisions, nuances, and conditions should look to the text of the Cooperative Plan itself, which is available from the communities as well as on the Department of Administration's website at: <http://doa.wi.gov/municipalboundaryreview>.

(1) The content of the plan under sub. s. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subds. 2 to 5m. s. 66.0307(5)(c)1, Wis. Stats.

The following are the fundamental components of this Cooperative Plan:

- Territory subject to the Plan – both Communities in their entirety are impacted by this Cooperative Plan.
- Term – the Cooperative Plan term is 10 years in duration. However, no effective date is provided, and as a result, there is no way to know when the 10-year duration starts or ends.

The Communities need to clearly state when the Cooperative Plan becomes effective.

- Transfer of Territory – as soon after the effective date of the Cooperative Plan as practicable, the entire Town territory will attach to the Village under s. 66.0307(10) Wis. Stats. The resulting boundaries are shown by Exhibit B.
- Name Change – as soon as practicable following the attachment of the entire Town to the Village, the Village will change its name from “Village of Kekoskee” to “Village of Williamstown”.
- Transition Period – the Cooperative Plan limits the Village of Kekoskee's authority to take certain actions between the Cooperative Plan's effective date and election of Board members for the newly merged Village. For example, during this Transition Period, the Village of Kekoskee may not incur debt, enter into new contracts, discharge employees, annex territory, exercise extraterritorial zoning or land division authority, create a tax incremental finance (TIF) district, or apply for grants.
- Village and Town Board Member Changes – the Communities agree that as soon as practicable following the Cooperative Plan's effective date, the current Village of Kekoskee Board members will resign in a sequential fashion, with

remaining members appointing the former Town Board members as the resignees' replacements. The Cooperative Plan becomes void should the current Town Board members not become the new Village Board members.

- Village and Town Staff Changes – the Communities agree that as soon as practicable following the Cooperative Plan's effective date, the current Village Clerk and Village Treasurer will resign from their positions and the Village Board will appoint the current Town Clerk and Town Treasurer as their replacements.
- Dispute Resolution - the Cooperative Plan establishes a dispute resolution process that includes mediation and arbitration.

Because additional information is needed from the Village and Town regarding the Cooperative Plan's effective date, the Department cannot currently find the criteria in s. 66.0307(5)(c)1, Wis. Stats. to be met. However, once this information is provided the Department believes that this criterion can be met, and therefore the Department recommends that the Cooperative Plan be revised and resubmitted pursuant to s. 66.0307(5)(d) Wis. Stats.

(2) *Is the cooperative plan consistent with each participating municipality's comprehensive plan and with current state laws, municipal ordinances and rules that apply to the territory affected by the plan?* s. 66.0307(5)(c)2 Wis. Stats.

The Cooperative Plan indicates that the Village of Kekoskee has no comprehensive plan because it does not regulate planning or zoning or any of the other land use controls identified in s. 66.1001(3) Wis. Stats.

The Cooperative Plan indicated that the Town of Williamstown has a comprehensive plan entitled *Town of Williamstown Growth Comprehensive Plan Smart 2004-2023*. However, no information is provided about the Cooperative Plan's consistency with this comprehensive plan. The Communities' Suggested Revisions Letter does include information that could be added to the Cooperative Plan to show consistency.

The Communities' Suggested Revisions Letter also includes information regarding consistency of the Cooperative Plan with existing State, Federal, and Local laws which could also be added to the Cooperative Plan to show consistency.

Because additional information is needed from the Village and Town, the Department cannot currently find the criterion in s. 66.0307(5)(c)2, Wis. Stats. to be met. However, the Department believes that the information in the Communities' Suggested Revisions Letter could be added to the Cooperative Plan to meet the criterion. Therefore, the Department recommends that the Cooperative Plan be revised and resubmitted pursuant to s. 66.0307(5)(d) Wis. Stats.

(3) *Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan.* s. 66.0307(5)(c)3, Wis. Stats.

The Village provides almost no services to residents directly, while the Town provides minimal services directly and contracts for other services from third parties such as the City of Mayville for EMS services. Additionally, some services are provided by Dodge County such as sheriff's protection, planning & zoning, and land information.

Village residents currently receive sanitary sewer services pursuant to an intergovernmental agreement entitled *Purchased Service Agreement Re: Sewage Collection and Disposal between the Kekoskee LeRoy Joint Sanitary Commission, Village of Kekoskee, LeRoy Sanitary District, and City of Mayville* (Sewer Agreement). The Town and Village believe that this agreement ensures that Kekoskee residents continue to receive sanitary sewer service. However, the City contends that the Sewer Agreement would not apply to a newly merged Village of Williamstown. In response to this uncertainty, the Communities have included language in the Cooperative Plan declaring it to be null and void should the Cooperative Plan adversely affect enforceability of the Sewer Agreement.

The Cooperative Plan's provisions for services are generally reasonable in most parts of the Plan territory given the low population density and low service demands. However, an exception to this is with the territory adjacent to the City of Mayville which may in the future experience demands for higher intensity land uses and higher service level needs. For example, at its April 12, 2018 public hearing the Department heard numerous landowners, area businesses, the school district, and others concerned about the Cooperative Plan's impact on the ability of the City to grow and on the ability of adjacent areas to develop and receive services. From the perspective of a landowner adjacent to the City who may want to receive a higher service level such as sewer and water, or an existing business owner who wants to expand and receive a higher service level such as City police and fire protection, this Cooperative Plan as currently written would likely prevent that.

This criterion requires the Department to find that a Cooperative Plan makes *adequate provision for delivery of necessary services* to the Cooperative Plan territory, which also includes territory adjacent to the City. The Department does not believe that this criterion may be met by a Cooperative Plan which prevents certain areas from receiving services desired and needed by landowners, and instead locks them into minimal rural-type level of services.

To remedy this, the Department recommends that the Communities revise the Cooperative Plan to provide territory adjacent and proximate to the City the opportunity to receive higher level services should landowners desire that. This could be done in several different ways. One option is for the Cooperative Plan to be revised to designate areas for urban growth and higher service levels. Alternatively, the Cooperative Plan could be revised so that instead of the Town attaching into the Village, the Village could attach into the Town. This would result in territory adjacent to the City remaining as unincorporated and available for annexation should landowners adjacent to the City ever desire to develop their property and receive a higher service level. Finally, another option for the Communities to consider is that the provision of higher service levels could be achieved by developing a Cooperative Plan with the City of Mayville.

Because the Department believes that this statutory criterion can potentially be met, the Department recommends that the Cooperative Plan be revised and resubmitted pursuant to s. 66.0307(5)(d) Wis. Stats.

(5) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs. s. 66.0307(5)(c)(5), Wis. Stats.

The Cooperative Plan does not include information on how the resulting boundary changes will create a compact boundary area.

This Cooperative Plan, instead of simply resolving the Village's difficulties, also extends incorporation to an expansive area of rural low-density territory. This makes compliance with this statutory criterion difficult.

The statute requires the Department to ensure that boundary changes under the Cooperative Plan are compact in nature, considering the "quantity of land affected." S. 66.0307(5)(c)5. Wis. Stats. Here, roughly 31-square miles of Town is proposed to merge into a .5 square mile Village to create an approximately 32-square mile village (including Horicon Marsh) with less than 1000 residents and only a few hundred housing units. As mentioned, services for this area are currently minimal and are proposed to remain minimal. Land use is rural, currently zoned primarily as agricultural preservation and this zoning is proposed to continue.

For this reason, the Department cannot find the criterion in s. 66.0307(5)(c)5 Wis. Stats. to be met. However, the Department believes that this criterion could be met if the Cooperative Plan is revised so that instead of the Town attaching into the Village, the Village attaches into the Town. This would result in a much lower quantity of territory being affected by the Cooperative Plan. Instead of roughly 31-square miles of Town territory changing boundaries, the Cooperative Plan would only impact the .5 square miles of Village territory. Furthermore, merging the Village into the Town would also enable landowners to retain their ability to annex, should they ever desire to develop their property in more intense urban land uses.

Alternatively, another option for the Communities to consider is that preplanned boundaries could be achieved by developing a Cooperative Plan with the Cities, particularly with the City of Mayville.

Finally, another option for the Communities to consider would be to designate a sufficiently-sized area adjacent to the City of Mayville where detachment to the City will occur should landowners desire higher density development and services.

Because the Department believes that this statutory criterion can potentially be met, the Department recommends that the Cooperative Plan be revised and resubmitted pursuant to s. 66.0307(5)(d) Wis. Stats.

(6) *Any proposed planning period exceeding 10 years is consistent with the plan.*
s. 66.0307(c)6 Wis. Stats.

This criterion is not applicable because the Cooperative Plan is not proposed to exceed 10 years in duration.

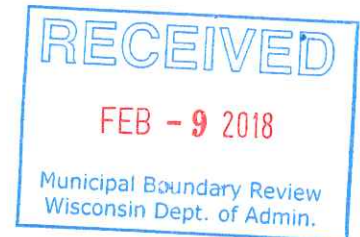
LAW OFFICES
EDGARTON, ST. PETER, PETAK & ROSENFELDT

10 FOREST AVENUE, SUITE 200
P. O. BOX 1276
FOND DU LAC, WISCONSIN 54936-1276
FAX NUMBER: (920) 922-9091
920-922-0470

A.D. (DAN) EDGARTON
ROBERT V. EDGARTON
RONALD L. PETAK
JOHN A. ST. PETER
PAUL W. ROSENFELDT
MATTHEW PARMENTIER

ALLAN L. EDGARTON (1908-1994)
GEORGE M. ST. PETER (1910-2003)
NEIL HOBBS (1922-2001)
THOMAS L. MASSEY (1935-1995)

February 9, 2018



VIA U.S. MAIL and EMAIL: Erich.Schmidtke@wisconsin.gov

Mr. Erich Schmidtke
Municipal Boundary Review
Department of Intergovernmental Relations
Wisconsin Department of Administration
P.O. Box 1645
Madison, WI 53701-1645

Re: Cooperative Plan Agreement Between
the Town of Williamstown and the Village of Kekoskee

Dear Mr. Schmidtke:

Pursuant to Wis. Stat., § 66.0307, the Town of Williamstown and Village of Kekoskee are jointly submitting the enclosed Agreement to the Wisconsin Department of Administration for approval. Please contact me should you have any questions.

Respectfully,

EDGARTON, ST. PETER, PETAK &
ROSENFELDT


Matthew Parmentier

MP/jap

Enclosures

cc: Town of Williamstown, w/enc.
Village of Kekoskee, w/enc.

INTERGOVERNMENTAL COOPERATIVE PLAN

**INTERGOVERNMENTAL COOPERATIVE PLAN
BETWEEN THE TOWN OF WILLIAMSTOWN
AND THE VILLAGE OF KEKOSKEE**

The Town of Williamstown, a Wisconsin town located in Dodge County, Wisconsin ("Town") and the Village of Kekoskee, a Wisconsin municipal corporation, located in Dodge County, Wisconsin ("Village") hereby enter into this Intergovernmental Cooperative Plan ("Plan") under the authority of Wis. Stat. § 66.0307.

Recitals

- A. The Village was incorporated in 1958 from territory that had previously been part of the Town.
- B. Between 1958 and the present, the Village has existed and operated as a Wisconsin village under Chapter 61 of the Wisconsin Statutes.
- C. In 2015, the Village notified the Town that it was having difficulty seating a full Village Board. The Village notified the Town that, as a result, it was considering dissolving under Wis. Stat. § 61.187.
- D. Between 2015 and the present, the Town and Village met several times to explore various options to respond to the Village's inability to seat a full Board.
- E. As a result of those meetings, the Town and Village determined that the appropriate approach is to enter into a cooperative plan under Wis. Stat. § 66.0307 to attach the entirety of the Town to the Village, which will allow the Village to seat a full Board.
- F. The parties have further determined that the attachment and other arrangements described in this Plan will serve the purposes described in Wis. Stat. § 66.0307(3)(b) by building and accomplishing coordinated, adjusted, and harmonious development of the territory covered by the Plan in a manner that best promotes the public health, safety, morals, order, convenience, prosperity, and general welfare, as well as achieving efficiency and economy in the performance of governmental functions.
- G. Wis. Stat. § 66.0307(2)(a) through (d) require that cooperative plans be organized around "options" for future boundary changes. These options specify how boundary changes will occur under the cooperative plan. This Plan is organized around the option described in Wis. Stat. § 66.0307(2)(a), which allows a cooperative plan to provide that specified boundary line changes shall occur during the planning period and the approximate dates by which the changes shall occur.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

Section 1: Participating Municipalities.

The Town and Village, whose respective boundaries as of the effective date of this Plan are shown on the map attached as Exhibit A, enter into this Plan under the authority of Wis. Stat. § 66.0307.

Section 2: Contact Persons.

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

For the Town: Town Chairperson, Don Hilgendorf

For the Village: Village Board President, Lloyd Lechner

Section 3: Territory Subject to the Plan.

This Plan will, in certain respects, affect the entire territory currently located in the Town and Village. The territory subject to a change of jurisdiction under this Plan is identified as "Town of Williamstown" on the map attached as Exhibit A.

Section 4: Purposes.

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 participating municipality's comprehensive plan. The parties have further identified the following specific purposes of this Plan:

- (a) To resolve the Village's inability to seat a full Village Board by increasing the geographic area from which Village Board members may be appointed or elected, as appropriate, to include the entire area currently located in the Town.
- (b) To increase governmental efficiency through the sharing of services that had been provided separately by the Town and Village, and to eliminate duplicative or unnecessary expenditures.
- (c) To establish future boundaries that protect territory currently located in the Town from annexation by neighboring municipalities.

- (d) To assure orderly development by combining the land use planning, development, and zoning functions of the Town and Village.

Section 5: Consistency with Comprehensive Plans.

Currently, the Town of Williamstown maintains a Comprehensive Plan developed under Wis. Stat. § 66.1001 entitled “*Town of Williamstown Smart Growth Comprehensive Plan: 2004 - 2023.*” The Town has initiated the process of updating this plan. The Village of Kekoskee has not developed a comprehensive plan under Wis. Stat. § 66.1001 because it does not have in effect any of the ordinances identified in Wis. Stat. § 66.1001(3).

The parties agree that as soon as practicable upon completion of the Boundary Change, a new comprehensive plan consistent with Wis. Stat. § 66.1001 will be developed for the successor municipality. The parties intend that the new comprehensive plan will consist primarily of the current and modified version of the *Town of Williamstown Smart Growth Comprehensive Plan: 2004-2023* with updates of graphs, tables, maps and other information as necessary. In drafting the new comprehensive plan, the area consisting of the former Village of Kekoskee will be included. The comprehensive plan will guide village leaders in achieving harmonious development within the new village borders.

Section 6: Boundary Change.

The boundary line between the Town and Village as of the effective date of this Agreement is depicted on the attached **Exhibit A**. As soon after the effective date as practicable, the boundaries shall be adjusted to those depicted on the attached **Exhibit B** (the “Boundary Change”). Specifically, the Boundary Change will involve the attachment by the Village of all territory located in the Town as of the effective date of the Plan. A legal description of that territory is attached as **Exhibit C**. The Boundary Change shall be accomplished through the adoption by the Village of an attachment ordinance under Wis. Stat. § 66.0307(10). The attachment ordinance shall be filed and recorded in the manner described in Wis. Stat. § 66.0307(10).

In accordance with Wis. Stat. § 66.1105(4)(g)(1), this Plan constitutes a cooperative boundary agreement, and the Village will not be prohibited by that section from exercising TIF authority in the territory subject to this Plan for any period of time.

Section 7: Name Change.

As soon as practicable upon completion of the Boundary Change, the Village will take those actions necessary to change its name from “Village of Kekoskee” to “Village of Williamstown.” This action shall be a change of name only and will not constitute a change in legal status or change of entity for purposes of the Village’s status as party to any contract or for any other purposes.

Section 8: Transition Period.

The period of time between the effective date of this Plan and the seating of the new Village Board pursuant to Section 9 hereof shall be known as the "Transition Period."

During the Transition Period, neither the Town nor the Village may, without the prior written consent of the other:

- (a) Incur debt, other than refinancing of existing indebtedness.
- (b) Make any capital expenditure in excess of \$1,000.
- (c) Enter into or renew any contract with a term longer than one year.
- (d) Discharge any employee.
- (e) Hire any new employee other than to fill vacancies.
- (f) Act on any annexation petition affecting territory subject to this Plan.
- (g) Exercise any authority within the Village's extraterritorial zoning or land division jurisdiction relating to any part of the territory subject to this Plan.
- (h) Create a tax incremental district.
- (i) Apply for a grant.

Section 9: Post-Boundary Change Village Board.

The current Town Board consists of three Supervisors, one of whom serves as Town Chairperson. The current Village Board consists of three Trustees, one of whom serves as Village Board President.

The parties agree that as soon as practicable upon completion of the Boundary Change, the current Village Board members will sequentially resign from their respective positions, and the remaining Village Board members will appoint the current Town Board members as the resignees' replacements. It is the intent of this Section that upon completion of this process, the current Town Board members will serve as Village Board members, with the current Town Chairperson serving as Village Board President. This Plan is void if this transition does not occur as described herein, unless both parties agree in writing otherwise.

The parties further agree that as soon as practicable upon the effective date of this Plan, the current Village Clerk and Village Treasurer will resign from their respective positions, and

the Village Board will appoint the current Town Clerk and Town Treasurer as their replacements.

After the initial appointments described in this section, all Village officer positions will be filled by either election or appointment, as appropriate pursuant to applicable law.

Section 10: Village Staff.

Upon completion of the Boundary Change, the Village will make a reasonable attempt to continue the employment of all employees employed by the Village prior to the Boundary Change. All Village employees will be employed on an at-will basis.

Section 11: Property.

Upon completion of the Boundary Change, all real, personal, and intangible property currently owned by the Town will become the property of the Village. The Town and Village will, without further consideration, execute all documents and take all other action necessary to transfer title of such property to the Village. All property currently owned by the Village will remain owned by the Village upon completion of the Boundary Change. The Village will execute all documents and take all other action necessary to reflect its name change on all title documents.

Section 12: Budgeting.

The Town and Village have adopted separate 2018 budgets. Upon completion of the Boundary Change, the Village will, at its option, either aggregate the Town's and Village's 2018 budgets to form the Village budget for the remainder of 2018 or the Village will amend its 2018 budget to reflect the Boundary Change.

Section 13: Apportionment of Assets and Liabilities.

Pursuant to Wis. Stat. § 66.0235, the Town and Village agree that upon completion of the Boundary Change, all assets and liabilities of the Town shall become assets and liabilities of the Village. The Town and Village further agree, without further consideration, to take all actions and execute all documents necessary to accomplish this transfer of assets and liabilities.

Section 14: Planning and Zoning.

As soon as practicable upon completion of the Boundary Change, the Village will establish a Plan Commission and Board of Appeals as well as policies and practices to administer planning and zoning functions within the Village. The Village shall also establish the position and administrative functions of a Zoning Administrator.

Section 15: Ordinances.

As soon as practicable upon the Boundary Change, the Village will adopt a new Code of Ordinances intended to consolidate the current Town and Village ordinances into a single Code and to eliminate duplicative and obsolete ordinances. The parties intend that the new Code of Ordinances will consist primarily of current or modified versions of the Town's current ordinances. However, the parties also recognize that certain existing Village ordinances will be incorporated into the new Code, whether for policy reasons or to meet legal requirements applicable to villages.

The Village is currently un-zoned, while the Town has in effect its own Town zoning ordinance which has been certified by the Wisconsin Department of Agriculture, Trade & Consumer Protection for the purposes of maintaining farmland preservation tax credits for qualifying land owners. Upon completion of the Boundary Change, the Village will amend the zoning ordinance to create a new zoning district intended to apply to the currently un-zoned area comprising the current Village. In drafting the new zoning district, the Village will consider the extent to which the new district will render properties currently located in the Village nonconforming. The Village will also adopt a shoreland zoning ordinance applicable to all territory located within the Village's shoreland zoning jurisdiction.

The ordinance shall also include provisions for the establishment of a Village Plan Commission and Board of Appeals along with policies and practices required to administer the ordinance as identified in Section 14: Planning and Zoning.

After the adoption of the new Code of Ordinances, the Village shall have sole discretion concerning the adoption, repeal, or amendment of ordinances.

Section 16: Law Enforcement, Fire Protection, and Ambulance Services.

Upon completion of the Boundary Change, the Village will continue contracting for law enforcement, fire protection, and ambulance services from third parties.

Section 17: Public Works and Utilities.

All public works and related services that were provided by the Town or Village prior to the Boundary Change shall thereafter be provided by the Village, either directly or through contracts with third parties. These public works and related services include, but are not limited to, road maintenance, snowplowing, ditch and culvert work, wood chipping, signage, stormwater management projects, mowing, salting, maintenance of the Valley Street and Elm Street lift stations, and other regular and special maintenance activities.

Section 18: Property Assessment and Board of Review.

The Town and Village shall each assess properties located in their respective territories as of January 1, 2018 in the ordinary course. However, all taxes certified to the Town or required by law to be certified against territory that was located in the Town as of January 1, 2018 shall, upon completion of the Boundary Change, be included in the Village's budget and shall be levied against that territory by the Village as if the territory were located in the Village as of January 1, 2018.

If the Boundary Change is not complete as of the time the Town and Village conduct their respective 2018 Open Book and Board of Review proceedings, the Town and Village shall conduct those proceedings separately, and upon completion of the Boundary Change, the Village shall be bound to any adjustments to property assessments made by the Town through Open Book or Board of Review.

If, however, the Boundary Change occurs before the parties have conducted Open Book and Board of Review proceedings, the Village shall perform Open Book and Board of Review functions for all territory subject to this Plan, regardless of the territory's location as of January 1, 2018.

Section 19: Recycling and Waste Disposal.

The Town and Village are presently parties to separate contracts with a private recycling and waste disposal service provider to provide such services to their respective residents. Upon completion of the Boundary Change, the Village will provide for recycling and waste disposal services to all territory subject to this Plan. However, nothing in this Plan limits the Village's authority to modify the manner of recycling and waste disposal within the Village thereafter.

Section 20: Stormwater Management.

Upon completion of the Boundary Change, the Village will adopt ordinances regulating construction site and post-construction stormwater management to the extent such ordinances are required by law and to the extent the Village is not governed by the County's construction site and post-construction stormwater management ordinances.

Section 21: Land Information.

The Dodge County Land Information Division has responsibility for all GIS mapping and services including maintenance of the building numbering program, tax parcel mapping, maintenance of the Public Land Survey System (PLSS), survey services, tax assessment and property description functions. Other information provided by the Division includes aerial photos, streets, water, most public facilities, elevation, civil boundaries, voting wards, soils, parks, railroads, trails, right-of-ways, zip codes, wetlands and floodplains. In 2012, the Land

Information Division reaffirmed its commitment to work closely with all County Offices, Departments, local municipalities, state and federal agencies whose activities rely on the use of land records.

The parties intend that upon completion of the Boundary Change, there will be no change in the Dodge County Land Information Division providing the above-referenced land information services and functions to the Village. In addition, the Village will maintain all land use and zoning information layers which are not typically provided by the Dodge County Land Information Division for incorporated communities to administer Section 14: Planning and Zoning.

Section 22: Address System.

All properties located in the Town of Williamstown as of the effective date of this Agreement will maintain their current rural grid-system address after the Boundary Change. Similarly, all properties located in the Village of Kekoskee as of the effective date of this Agreement will maintain their current village address system after the Boundary Change.

Section 23: Elections.

The parties will work with the State of Wisconsin, including, but not limited to, the Wisconsin Elections Commission, and with Dodge County, to take all action necessary in preparation for the administration of federal, state, and local elections in the Village following the Boundary Change. These actions may include providing voter registration lists, establishing or modifying election wards, and designating polling places.

Section 24: Dispute Resolution.

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

- (a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:
 - (i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (ii) 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 successor.

- (iii) The mediation session shall take place within 30 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - (iv) In the event that a mediator is used, each party shall provide the mediator with a brief 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 either party to supplement such information.
 - (v) 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 the parties and with the consent of the mediator. The parties shall maintain the confidentiality of the mediation 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 the mediation proceedings.
 - (vi) The expenses of a mediator, if any, shall be borne equally by the parties.
- (b) If unresolved after (a) above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator they will request a 5-person panel list from the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration, or his successor. Each party will have two strikes from the 5-person panel. The parties may agree to an alternative method for the selection of a single arbitrator.
 - (c) Each party will be responsible for its own fees of arbitration including attorneys' fees and expert fees.
 - (d) The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award of the arbitrator is final and binding, and shall be enforceable by law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings, unless the parties agree on different arbitration procedures.
 - (e) The parties agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that the failure to institute arbitration proceedings

within such periods shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

Section 25: Severability

The provisions of this Agreement 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 this Agreement, which can be given lawful effect without the invalid or unconstitutional provisions or application.

Section 26: Planning Period.

The planning period shall be 10 years.

Section 27: Miscellaneous.

- (a) No Third-Party Beneficiary. This Plan is intended to be solely between the Town and Village. 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 party to this Plan any legal or equitable rights whatsoever.
- (b) Administration. This Plan shall be administered on behalf of the Town by the Town Chairperson or designee, and on behalf of the Village by the Village President or designee.
- (c) 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.
- (d) Binding Effect. This Plan shall bind and accrue to the benefit of all successors of the Town and Village and be binding on the parties' successive governing bodies.
- (e) No Challenges. The parties hereby waive any right each may have to commence or maintain any action or proceeding to contest, invalidate, or challenge this Plan or any of the actions required or contemplated by this Plan.
- (f) Third-Party Actions. In the event of a court action by a third party challenging the validity or enforceability of this Plan, both parties shall cooperate to vigorously defend this Plan. If only one party is named in the relevant action, the other party will seek to intervene and the named party will support such intervention. No settlement of any such action is permitted without the approval of the governing bodies of both municipalities.

The Village is a party to an agreement with the Town of LeRoy Sanitary District creating a Joint Wastewater Commission. Nothing in this Plan is intended to modify the terms and conditions of the Village's agreement with the Town of LeRoy Sanitary District with regard to the creation and operation of the Joint Wastewater Commission. This Plan may be declared null and void at the option of the Village if the Boundary Change and name change pursuant to this Plan materially and adversely affect the terms and conditions or enforceability of the agreement, including without limitation, the Joint Wastewater Commission's contractual relations with the City of Mayville.

The Town is a party to a Negotiated Agreement concerning the Advanced Disposal Services Glacier Ridge Landfill. By its terms, the Negotiated Agreement is binding upon all of its parties' legal successors. The Town and Village intend that after the Boundary Change and name change described in this Plan, the Village shall be the Town's legal successor for purposes of the Negotiated Agreement and shall have all rights and be bound by all obligations existing thereunder. This Plan may be declared null and void at the option of the Town if the Negotiated Agreement is terminated because of the Boundary Change and name change described in this Plan.

- (g) References. Any references to a particular agency, organization, or official shall be interpreted as applying to any successor agency, organization, or official to which the contemplated functions are transferred. Except as expressly stated otherwise, any reference in this Plan to a particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.
- (h) 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.
- (i) Amendment. The procedure for amending this plan shall be that set forth in Wis. Stat. § 66.0307(8).
- (j) Continued Enforceability. The enforceability of this Plan is not affected by statutory amendments, changes in the forms of Village or Town government, or changes in Village or Town elected officials. Furthermore, this Agreement shall be construed to be binding upon the parties' respective successors, agents, and employees.
- (k) Performance Standard. This Plan requires the parties to act or to refrain from acting on a number of matters. The parties acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld, delayed, or conditioned.

- (l) 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.

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

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VILLAGE OF KEKOSKEE

The undersigned officers of the Village of Kekoskee have executed this Agreement pursuant to a duly-adopted resolution of the Village Board dated 1/22/18.

By: *Paul Leedom*
Village President

Date: 1/22/2018

By: *Bonnie Shest*
Village Clerk

Date: 1/22/2018

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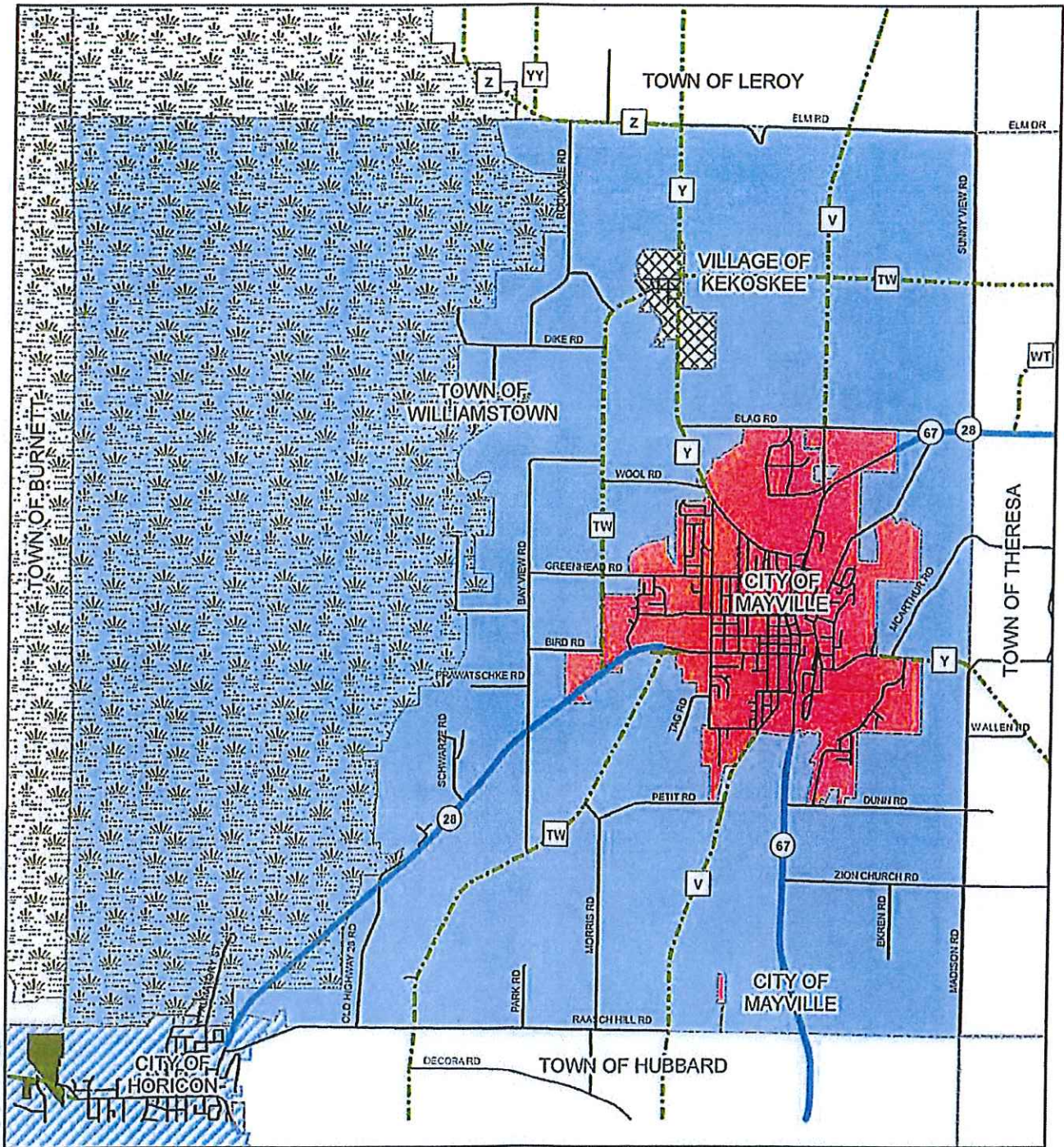
TOWN OF WILLIAMSTOWN

The undersigned officers of the Town of Williamstown have executed this Agreement pursuant to a duly-adopted resolution of the Town Board dated 1/22/2018.

By: Donald Fitzgerald Date: 1-22-18
Town Chairperson

By: Mary Desjardins Date: 1/22/2018
Town Clerk

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LEGEND

HORICON MARSH

ROAD CLASSIFICATION

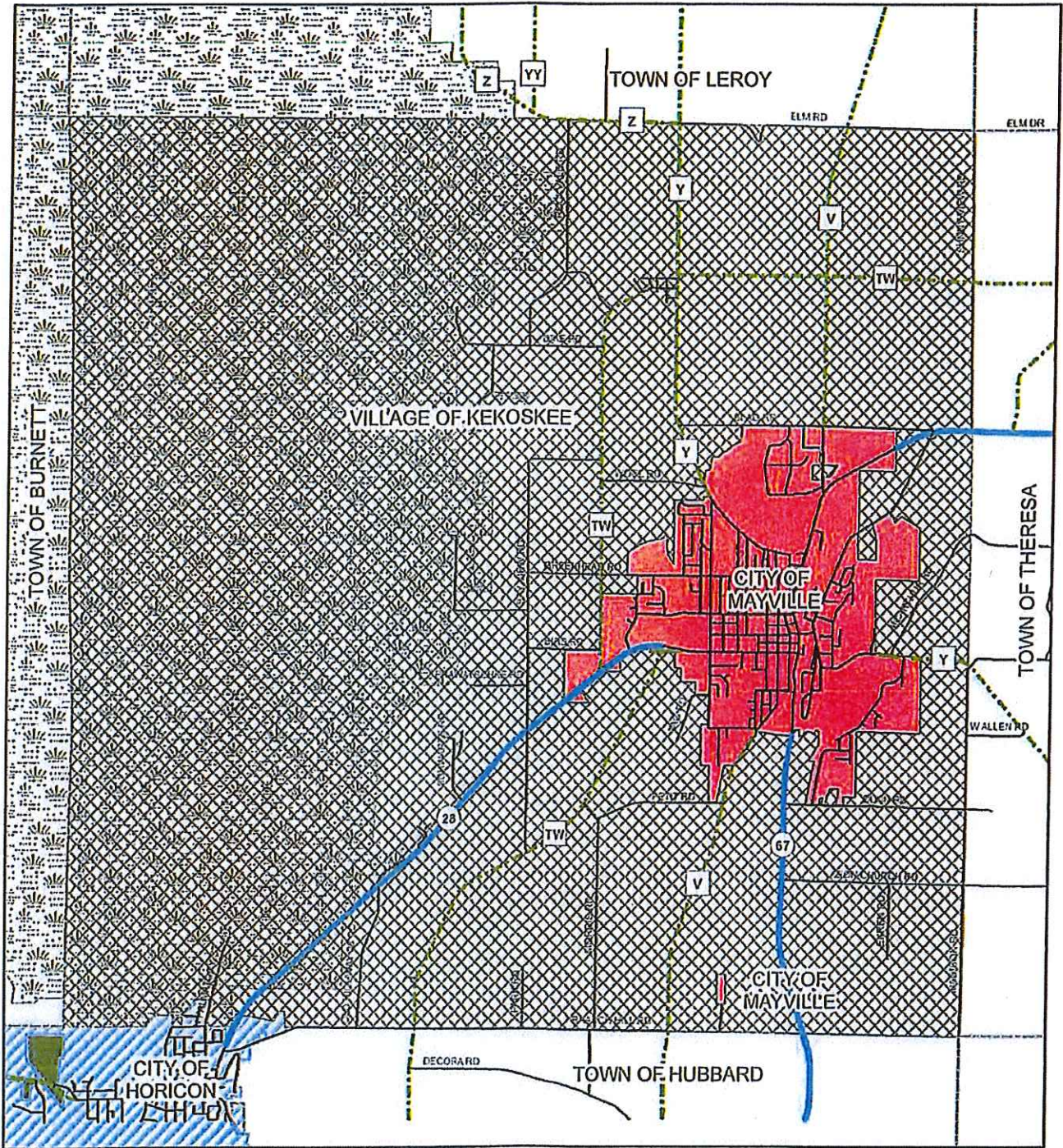
- LOCAL ROAD
- COUNTY ROAD
- STATE HIGHWAY

MUNICIPALITY

- CITY OF MAYVILLE
- VILLAGE OF KEKOSKEE
- TOWN OF WILLIAMSTOWN
- CITY OF HORICON
- TOWN OF OAK GROVE

EXHIBIT A





LEGEND

HORICON MARSH

ROAD CLASSIFICATION

— LOCAL ROAD
 - - - COUNTY ROAD
 = STATE HIGHWAY

VILLAGE OF KEKOSKEE AFTER BOUNDARY CHANGE

MUNICIPALITY

VILLAGE OF KEKOSKEE
 CITY OF MAYVILLE
 CITY OF HORICON
 TOWN OF OAK GROVE

EXHIBIT B



EXHIBIT C
DESCRIPTION OF LANDS TO BE TRANSFERRED FROM
TOWN OF WILLIAMSTOWN TO VILLAGE OF KEKOSKEE
PURSUANT TO BOUNDARY LINE ADJUSTMENT

ALL LANDS LOCATED IN TOWNSHIP 12 NORTH, RANGE 16 EAST, DODGE COUNTY, WISCONSIN, ALL IN THE TOWN OF WILLIAMSTOWN.

Excepting therefrom, that part of the City of Horicon, as described in Corporate Boundaries filed January 2, 2004, located in Section 31 and 32, T. 12 N., R. 16 E., Dodge County, Wisconsin, that lays North of the South lines of said Section 31 and 32, and south of a line more particularly described as follows:

Commencing at the S 1/4 corner of Section 32, T. 12 N., R. 16 E.; then S. 88° 58' 53" W., along the South line of said Section 32, 201.07 feet to the centerline of Raasch's Hill Road; then S. 66° 57' 45" W., along said centerline, 312.49 feet to the real point of beginning; then N. 8° 10' 15" W., 742.15 feet; then S. 82° 40' 30" W., 196.55 feet; then S. 23° 53' 30" W., 407.43 feet; then N. 80° 28' 30" W., 868.60 feet; then N. 88° 56' 30" W., 375.65 feet to the centerline of S.T.H. "28"; then southwesterly, along said centerline, along a 844.24 foot arc of a curve to the left having a 3819.63 foot radius and being subtended by a 842.53 foot chord bearing S. 25° 49' 40" W.; then S. 19° 29' 45" W., continuing along said centerline, 303.42 feet to the East line of Section 6, T. 11 N., R. 16 E.; then N. 2° 27' 54" W., along said East line, 635.44 feet to the NE corner of Section 6; then S. 88° 06' 05" W., along the North line of Section 6, 719.29 feet to the East line of N. Palmatory Street; then N. 3° 16' 20" W., along said East line, 51.79 feet; then N. 11° 45' 48" E., continuing along said East line, 2632.78 feet; then N. 24° 25' 48" E., continuing along said East line, 323.56 feet to a point on the South boundary of the Wisconsin Department of Natural Resources Headquarters parcel; then N. 73° 00' 48" E., 40.60 feet; then N. 88° 40' 48" E., 149.90 feet; then N. 17° 20' 48" E., 165.00 feet; then N. 32° 49' 12" W., 86.20 feet; then N. 58° 49' 12" W., 104.00 feet; then S. 62° 30' 48" W., 90.60 feet; then S. 88° 50' 48" W., 52.40 feet; then S. 36° 10' 48" W., 167.40 feet; then S. 35° 24' 12" E., 124.80 feet to the West line of N. Palmatory Street; then S. 24° 25' 48" W., along said West line, 324.25 feet; then S. 11° 45' 48" W., continuing along said West line, 1787.37 feet to the North line of Sunset Vue Subdivision; then S. 87° 53' 48" W., along said North line, 555.88 feet; then N. 2° 02' 12" W. along said North line, 0.47 feet; then S. 87° 51' 48" W., continuing along said North line, 29.20 feet; then S. 37° 02' 48" W., 629.54 feet; then S. 88° 41' 50" W., 226.40 feet; then S. 0° 21' 12" E., 81.60 feet; then N. 87° 53' 48" E., 198.00 feet; then S. 0° 27' 12" E., 324.24 feet to the South line of Section 31, T. 12 N., R. 16 E.; then S. 88° 06' 05" W., along said South line, 325.83 feet; then N. 1° 56' 29" W., 398.07 feet; then S. 86° 36' 48" W., 720 feet more or less to the easterly bank of the Rock River; then southerly, along said easterly bank, 440 feet more or less to the South line of Section 31; then S. 88° 42' 46" W., along said South line, 3019.20 feet, to the SW corner of Section 31, T. 12 N., R. 16 E.

Excepting therefrom, the City of Mayville, Dodge County, as described in Corporate Boundaries filed December 12, 2014:

Commencing at the SE Corner of Section 15, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Thence N. 0° 33' 25" W., 400.94 feet, to the Point of

Beginning; Thence N. 34° 28' 23" W., 423.72 feet; Thence N. 15° 10' 35" W., 142.33 feet; Thence N. 0° 11' 32" W., 449.97 feet; Thence N. 1° 19' 06" E., 56.93 feet; Thence S. 88° 19' 44" W., 77.66 feet; Thence S. 34° 21' 37" W., 96.62 feet; Thence S. 64° 28' 25" W., 122.47 feet; Thence S. 81° 11' 42" W., 448.71 feet; Thence S. 64° 08' 52" W., 276.75 feet; Thence S. 53° 14' 48" W., 469.90 feet; Thence S. 28° 17' 40" W., 152.03 feet; Thence S. 3° 02' 50" E., 672.09 feet (To the south line of the SE 1/4 of Section 15); Thence S. 0° 11' 41" E., 660.70 feet; Thence West 1,287 feet (±) to the Easterly R.O.W. line of C.T.H. "TW"; Thence South along said Easterly R.O.W. line to the South line of the NE 1/4 of Section 22; Thence East 900 feet (±) along the South line of the NE 1/4 of Section 22 to the Northerly R.O.W. line of STH "28"; Thence Northeasterly along said R.O.W. being the arc of a curve to the right with a radius of 2,391.83 feet, a distance of 1,075 feet, Thence Easterly, 200.33 feet (Along the Northerly Right-of-Way of S.T.H. "28" with a chord line of S. 89° 50' 17" E., 200.29 feet); Thence S. 2° 54' 30" E., 311.21 feet; Thence N. 88° 02' 30" E., 515.11 feet; Thence S. 3° 11' 30" E., 534.65 feet; Thence N. 88° 02' 30" E., 227.21 feet; Thence S. 3° 11' 30" E., 475.35 feet; Thence N. 88° 02' 30" E., 534.03 feet; Thence S. 0° 18' 27" E., 362.74 feet; Thence S. 89° 24' 14" E., 470.08 feet (To the Westerly Right-of-Way line of Clark Street); Thence S. 2° 24' W., 633.85 feet (Along the Westerly Right-of-Way line of Clark Street); Thence S. 0° 12' E., 400.00 feet (Along the Westerly Right-of-Way Line of Clark Street); Thence West, 234.00 feet; Thence S. 0° 25' 12" E., 125.00 feet; Thence S. 0° 39' 14" E., 1,318.72 feet; Thence N. 89° 45' 54" E., 300 feet; Thence continuing S. 00° 39' 14" E., 436.91 feet; Thence S. 0° 53' 20" E., 880.60 feet; (To the Northerly Right-of-Way of Petit Road); Thence N. 89° 12' 40" E., 213.50 feet; Thence S. 89° 57' 02" E., 45.60 feet; Thence N. 11° 40' 32" E., 1,309.03 feet (To the South line of the NE 1/4 of the NW 1/4 of Section 26); Thence N. 89° 56' 30" E., 368.72 feet (along said South line to the Southeasterly Right-of-Way line of John Street). Thence N. 33° 39' E., 1,455.70 feet (Along the Southeasterly Right-of-Way line of John Street); Thence S. 83° 52' E., 756.96 feet; Thence S. 83° 30' E., 570 feet (To Westerly edge of the Rock River); Thence Northerly, 240 feet (Along the Westerly edge of the Rock River to the North line of Section 26); Thence East, 170 feet (Along the North line of Section 26 to the Easterly edge of the Rock River); Thence Southeasterly, 1,800 feet (Along the Northeasterly edge of the Rock River to a position which is East, 362.99 feet of the N.W. corner of Section 25 and South of the North Line); Thence South, 270 feet (To the Southerly edge of the Rock River and to the Northwest corner of Lot 5, Block 4, Golf View Estates); Thence Westerly, 370 feet (Along the Southerly edge of the Rock River); Thence S. 29° 15' W., 625 feet; Thence S. 8° 45' W., 90.00 feet; Thence S. 88° 06' 31" E., 171.59 feet; Thence S. 10° 26' 16" W., 1,552.66 feet (To the East-West 1/4 line of Section 26 and the Centerline of Dunn Road); Thence S. 88° 29' 35" E., 437.67 feet; Thence N. 9° 58' 39" E., 252.83 feet; Thence S. 88° 20' 30" E., 115.00 feet; Thence S. 9° 55' 45" W., 252.83 feet (To the Centerline of Dunn Road); Thence S. 88° 20' 30" E., 100.12 feet (Along said centerline); Thence N. 10° 42' 30" E., 133.99 feet; Thence N. 19° 21' 30" E., 474.87 feet; Thence S. 88° 20' 30" E., 310.41 feet; Thence S. 7° 17' 30" W., 587.56 feet (To the Centerline of Dunn Road); Thence S. 88° 20' 30" E., 251.52 feet; Thence N. 0° 14' 30" E., 315.00 feet; Thence S. 88° 20' 30" E., 416.00 feet; Thence N. 0° 14' 30" E., 1,187.77 feet; Thence N. 0° 26' 45" E., 300 feet; Thence N. 1° 25' W., 850.28 feet (Along the East line of the N.W. 1/4 of the N.W. 1/4 of Section 25); Thence East, 2,310 feet (Along the South line of Section 24); Thence North, 2,650 feet (To the Centerline of German Street); Thence N. 2° 25' 16" E., 90 feet (To the Northerly Right-of-Way Line of German Street); Thence Westerly, 362.76 feet (Along the Northerly Right-of-Way Line of German Street on a chord line of N. 86° 39' 54" W. 362.74 feet); Thence N. 85° 45' 03" W.,

596.37 feet (Along the Northerly Right-of-Way Line of German Street); Thence S. 4° 14' 57" W., 40 feet; Thence N. 85° 45' 03" W., 713.00 feet (Along the Northerly Right-of-Way Line of German Street); Thence North along the East line of the West 1/2 of the NE 1/4 of the NW 1/4 of Section 24 to a point 665.11 feet south of the NE corner of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 13; Thence S. 87° 49' 26" E., 655.62 feet to the south quarter corner of Section 13; Thence S. 87° 52' 57" E., 908.00 feet; Thence N. 00° 09' 49" E., 1,846.65 feet; Thence N. 57° 15' 02" W., 793.80 feet; Thence S. 45° 53' 32" W., 328.90 feet; Thence N. 20° 36' 20" W., 192.86 feet; Thence N. 43° 08' 05" W., 212.69 feet (To the centerline of N. German Road); Thence S. 57° 38' 02" W., 96.12 feet (along said N. German Road centerline); Thence S. 58° 25' 36" W., 607.36 feet (along said N. German Road centerline) Thence S. 13° 33' 40" E., 649.16 feet; Thence S. 00° 00' 31" W., 662.02 feet; Thence N. 87° 56' 17" W., 2.66 feet (to the southeast corner of the NW 1/4 of the SE 1/4 of the SW of Section 13; Thence West 660 feet (±) to the East line of the SW 1/4 of the SW 1/4 of Section 13; Thence North 3,140 feet; Thence East 1,320 feet; Thence North, 1,420 feet (To N. 1/4 corner of Section 13); Thence N. 88° 58' 01" W., 1,541.5 feet (Along the North line of Section 13, which is also the Centerline of Slag Road); Thence N. 88° 58' 01" W., 1,098.50 feet (Along the North Line of Section 13); Thence continuing along the Centerline of Slag Road and the Northerly Line of Section 14-12-16, West, 661.62 feet; Thence South 741.75 feet; Thence East, 670.06 feet (To the Easterly line of Section 14-12-16); Thence S. 0° 39' 06" E., 459.30 feet along said Easterly Line; Thence S. 88° 47' 16" E., 33.03 feet (To the East R.O.W. line of C.T.H. "V"); Thence S. 01° 07' 16" E., 168.64 feet; Thence S. 88° 47' 16" E., 513.32 feet (To the Northwesterly Railroad Right-of-Way); Thence Southwesterly along said Railroad Right-of-Way, 710.21 feet (±) (to a point which is described as follows: Commencing at the West 1/4 corner of Section 13; Thence N. 01° 07' 16" W., 580.05 feet along the West Line of the Northwest 1/4 of Section 13 to the Northwesterly Right-of-Way line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad; Thence continuing N. 01° 07' 16" W., 271.06 feet along said West line; Thence S. 88° 47' 48" E., 247.22 feet to said Railroad Right-of-Way and the point referenced); Thence N. 88° 47' 48" W., 247.22 feet to the West line of the NW 1/4 of Section 13; Thence S. 01° 07' 16" W., 91.43 feet; Thence S. 89° 04' 44" W., 165.85 feet; Thence N. 84° 15' 16" W., 213.20 feet; Thence N. 01° 07' 16" W., 482.53 feet; Thence N. 89° 30' 44" E., 377.54 feet (To the East Line of Section 14); Thence N. 01° 07' 16" W., 60.00 feet (Along the East Line of Section 14); Thence N. 89° 46' 44" W., 105 feet; Thence N. 00° 14' 35" W., 531.45 feet; Thence N. 89° 47' 57" W., 621.40 feet; Thence N. 00° 12' 03" W., 791.75 feet (To the North Line of Section 14 and centerline of Slag Road); Thence N. 89° 48' 02" W., 1,952.10 feet; Thence N. 89° 47' 03" W., 229.40 feet; Thence S. 04° 56' 00" W., 601.86 feet; Thence S. 66° 56' 00" W., 255.12 feet; Thence S. 48° 26' 00" W., 407.88 feet; Thence S. 75° 56' 00" W., 66.00 feet; Thence S. 54° 56' 00" W., 66.00 feet; Thence S. 36° 26' 00" W., 171.60 feet; Thence S. 87° 44' 15" W., 230.69 feet; Thence S. 05° 59' 14" W., 436.45 feet; Thence S. 75° 57' 52" W., 150.29 feet; Thence S. 07° 11' 41" W., 295.89 feet; Thence N. 48° 31' 31" W., 146.56 feet (Along a Meander Line to the Easterly Right-of-Way Line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 232.95 feet (Along the Easterly Right-of-Way Line of C.T.H. "Y"); Those lands lying between the meander line and the North Bank of the Rock River is excluded from the Corporate Limits. Thence N. 63° 57' 00" E., 6.00 feet; Thence S. 26° 03' 00" E., 111.00 feet; Thence Southeasterly 558.00 feet (Along the Northerly Right-of-Way Line of Kekoskee Street with a chord line of S. 32° 00' 03" E., 556.18 feet); Thence S. 51° 36' W., 51.00 feet (To the centerline of Kekoskee Street); Thence West, 238.4 feet; Thence South, 120 feet (To the North Line of S.W. 1/4 of Section 14); Thence N. 89° 23' 34" W., 1,039.56 feet (To the NW

Corner of the SW 1/4 of Section 14); Thence S. 00° 33' 16" E., 665.56 feet (Along the West Line of the SW 1/4 Section 14); Thence South, 1,980 feet, (Along the West line of Section 14 to the S.W. Corner of Section 14) and to the Point of Beginning.

Also, the following tract of land located in the E. 1/2 of S.W. 1/4 of Section 35, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Commencing at the S. 1/4 Corner of Section 35; Thence S. 89° 44' W., 750.83 feet (To the Point of Beginning); Thence N. 03° 38' 45" E., 997.90 feet (From the Point of Beginning); Thence N. 89° 44' E., 65.33 feet; Thence N. 00° 16' W., 1,016.5 feet; Thence S. 89° 44' W., 300 feet; Thence S. 00° 16' E., 1,016.5 feet, Thence N. 89° 44' E., 204.61 feet; Thence S. 3° 38' 45" W., 997.90 feet (To the South Line of Section 35); Thence N. 89° 44' E., 30.06 feet (Along the South Line of Section 35 to the Point of Beginning).

Also, the following tract of land located in the N.W. 1/4 of Section 14, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Commencing at the Northwest Corner of said Section 14; Thence N. 87° 38' 02" E., 80.86 feet (Along the north line of N.W. 1/4 of Section 14 to the Westerly Right-of-Way line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 2,338.77 feet (Along said Westerly Line to the North Line of Wool Road to the Point of Beginning); Thence N. 78° 33' 00" W., 270.88 feet (Along the Northerly Right-of-Way Line of Wool Road); Thence North 39.09 feet; Thence N. 84° 34' 09" E., 211.27 feet (Along a meander line to the Westerly Right-of-Way Line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 125.62 feet (To the Point of Beginning, including those lands between the Meander line and the South Bank of the Rock River).

Also, the following lands located in the S.W. 1/4 and S.E. 1/4 of Section 22, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; beginning at the NW corner of the SE 1/4 of Section 22, T12N R16E, Dodge County Wisconsin, from said point of beginning; then easterly along the North line of the SE 1/4 of Section 22 to the northerly right of way line of State Highway 28; then southwesterly along the northerly line of STH 28 to the East line of the West 12 acres of the North 44 rods of the NW 1/4 SE 1/4 of said Section 22; then southerly along the East line of said West 12 acres of the North 44 rods to the South line of the West 12 Acres North 44 rods of the NW 1/4, SE 1/4, of said Section 22; then West along said South line of the North 44 rods of the NW 1/4, SE 1/4, to the southeasterly right of way line of STH 28; then southwesterly along the southeasterly right of way line of STH 28 to the NE corner of Lot 1, CSM 5785; then southeasterly along the northeasterly line of Lot 1, CSM 5785 to the SE corner of Lot 1, CSM 5785; then west along the south line of Lot 1, CSM 5785 to the SW corner of Lot 1, CSM 5785; then northwesterly to the intersection of the northwesterly line of STH 28 and the West line of the SE 1/4 SW 1/4 of said Section 22; then North along the West line of the SE 1/4, SW 1/4 and NE 1/4 SW 1/4 of said Section 22; to the NW corner of NE 1/4, SW 1/4, of said Section 22; then East along the north line of NE 1/4, SW 1/4, of said Section 22 to the point of beginning.

Excepting therefrom, the Village of Kekoskee, Dodge County, as described in Corporate Boundaries filed February 21, 2005:

The Village of Kekoskee located in Sections 2, 3, 10, and 11 all in Township 12 North, Range 16

East, Dodge County Wisconsin, the boundary being more particularly described as follows: Commencing at the 1/4 corner between Sections 10 and 11, T12N, R16E, then westerly along the south line of the SE1/4, NE1/4 of said Section 10, to the west right of way line, of County Trunk Highway "Y", and the point of beginning for this description; from said point of beginning, then south along the west right of way line of County Trunk Highway "Y" a distance of 661.63 feet to a point; then easterly along a line parallel with the north line of NE1/4, SE1/4 of said Section 10, to a point in the west line of the SE1/4 of said Section 10, then easterly along the south line of the North 1/2 of the NW1/4 of the SW1/4 of said Section 11, to a point in the east line of the NW1/4 of the SW1/4 of said Section 11; then northerly along the east line of the North 1/2 of the NW1/4 of the SW1/4 of said Section 11, to a point in the south line of the NW1/4 of said Section 11; then northerly along the east line of the SW1/4 of the NW1/4 of said Section 11 to the northeast corner of said 1/4, 1/4 Section; then westerly along the north line of said SW1/4 of the NW1/4 of said Section 11, to a point located 495 feet (30 rods) east of the west line of the NW1/4 of said Section 11; then northerly along a line parallel with the west line of the NW1/4 of said Section 11, a distance of 198 feet (12 rods) to a point; then westerly along a line parallel with the south line of the NW1/4 of the NW1/4 of said Section 11, to a point located 165 feet (10 rods) east of the west line of the NW1/4 of said Section 11; then north along a line parallel with and 165 feet (10 rods) east of the west line of the NW1/4 of said Section 11, to a point in the north line of the NW1/4 of said section 11; then northerly along a line parallel with and 165 feet (10 rods) east of the SW1/4 of the SW1/4 of said Section 2, a distance of 1155 feet to a point; then westerly along a line parallel with the north line of the SW1/4 of the SW1/4 of said Section 2, to a point in the west line of the SW1/4 of said Section 2; then westerly along a line parallel with the north line of the SE1/4 of the SE1/4 of said Section 3, to a point in the west right of way line of County Trunk Highway "Y"; then southerly along the west right of way line of County Trunk Highway "Y", to a point in the north line of the south 876.84 feet of the SE1/4 of the SE1/4 of said Section 3; then westerly along the north line of the south 876.84 feet of the SE1/4 of the SE1/4 of said Section 3, to a point in the east bank of the Rock River; then southwestwardly along the east bank of the Rock River, to the west line of the SE1/4 of the SE1/4 of said Section 3; then northerly along the west line of the SE1/4 of the SE1/4 of said Section 3, to a point in the center of the Rock River; then southwestwardly and southerly along the center of the Rock River, to a point in the south line of the SE1/4 of said Section 3; then westerly along the south line of the SE1/4 of said Section 3, to a point in the east right of way line of Kummerow Road; then southeasterly along the east right of way line of Kummerow Road to a point in the north right of way line of County Trunk Highway "TW"; then northeasterly along the said northerly right of way line of County Trunk Highway "TW", a distance of 26.90 feet to a point; then southeasterly, a distance of 72.66 feet to a point in the centerline of County Trunk Highway "TW", said point being the northerly projection of the centerline of an abandoned public highway, as such public highway existed on the 9th day of October, 1929; then southeasterly to the intersection of the southerly right of way line of County Trunk Highway "TW" and the westerly right of way line of a public road, shown as the western boundaries of Lots 1, 2, 3, and 4 of Dodge County Certified Survey Map 1361, as recorded in Volume 9 at page 257; then southerly along the west line of said public road to a point in the south line of the North 1/2 of the NE1/4 of said Section 10; then easterly along the south line of the North 1/2 of the NE1/4 of said Section 10 and also the south line of Lot 4 of said CSM 1361, to a point in the west bank of the Rock River; then northerly along the west bank of the Rock River, a distance of 213.6 feet to a point; then southeasterly crossing the Rock River to a point in the east bank being, the northwest corner of Lot 1, Dodge

County Certified Survey Map 358, recorded in Book 6 at Page 112; then southerly along the east bank of the Rock River, to the southeast corner of Lot 3 in said CSM 358; then easterly along the southerly line of Lot 3 of said CSM 358, a distance of 453 feet to a point; then northerly along a line being a part of the southerly boundary of Lot 3 of said CSM 358 a distance of 260 feet to a point; then easterly along the southerly line of Lot 3 of said CSM 358, a distance of 519.41 feet to the westerly right of way line of County Trunk Highway "Y"; then southerly along the westerly right of way line of County Trunk Highway "Y" to a point in the south line of the NE1/4 of said Section 10 and point of beginning for this description.

INTENDING TO DESCRIBE ALL THOSE LANDS CURRENTLY LOCATED IN THE TOWN OF WILLIAMSTOWN AND EXCLUDING ALL THOSE PARTS CURRENTLY LOCATED IN THE CITY OF MAYVILLE, THE CITY OF HORICON AND THE VILLAGE OF KEKOSKEE.

**AUTHORIZING RESOLUTIONS AND
DISTRIBUTION LISTS**

**RESOLUTION OF THE TOWN OF WILLIAMSTOWN, DODGE COUNTY,
WISCONSIN AUTHORIZING PARTICIPATION IN THE
PREPARATION OF A COOPERATIVE PLAN
WITH THE VILLAGE OF KEKOSKEE**

2017-01

WHEREAS, the Town of Williamstown ("Town") and the Village of Kekoskee ("Village") both located in Dodge County, Wisconsin, wish to enter into a cooperative plan for the purpose of addressing the terms and conditions of the potential dissolution of the Village pursuant to Wis. Stat. § 61.187; and

WHEREAS, Wis. Stat. § 66.0307 authorizes adjoining municipalities to set the boundaries between and among themselves upon adopting, and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of Wis. Stat. § 66.0307; and

WHEREAS, the cooperative plan will have the general purpose of guiding and accomplishing a coordinated adjusted and harmonious development of the territory covered by the plan in order to best promote the public health, safety, and general welfare together with the future needs of the Town and the Village; and

WHEREAS, cooperative planning is in the best interests of the Town and the Village as participating municipalities; and

WHEREAS, the purpose of this resolution is to authorize participation in the cooperative planning process described in Wis. Stat. § 66.0307;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board, pursuant to Wis. Stat. § 66.0307(4)(a), does hereby authorize participation in the preparation of a cooperative boundary agreement and cooperative plan as defined in Wis. Stat. § 66.0307;

FURTHER RESOLVED, that promptly upon the adoption of this resolution, the Town Clerk shall forward a copy of this resolution to the parties listed in Wis. Stat. § 66.0307(4)(a); and

FURTHER RESOLVED, that at least 60 days after the adoption of the last resolution by a participating municipality and at least 60 days before submitting a cooperative plan to the State for review and approval, the Town, together with the Village, shall hold a joint hearing on the proposed cooperative plan. Notice of the hearing shall be given by the Town and the Village by Class 3 notice; and

FURTHER RESOLVED, that the Town Clerk and the Town Attorney are authorized and directed to take all other necessary and appropriate action consistent with this authorizing resolution.

Adopted this 01 day of February, 2017.

TOWN OF WILLIAMSTOWN

By: 
Donald Hilgendorf, Town Chairperson

Attest:


Mary Desserau, Town Clerk

2017-01

**RESOLUTION OF THE VILLAGE OF KEKOSKEE, DODGE COUNTY, WISCONSIN
AUTHORIZING PARTICIPATION IN THE
PREPARATION OF A COOPERATIVE PLAN
WITH THE TOWN OF WILLIAMSTOWN**

WHEREAS, the Village of Kekoskee ("Village") and the Town of Williamstown ("Town") both located in Dodge County, Wisconsin, wish to enter into a cooperative plan for the purpose of addressing the terms and conditions of the potential dissolution of the Village pursuant to Wis. Stat. § 61.187; and

WHEREAS, Wis. Stat. § 66.0307 authorizes adjoining municipalities to set the boundaries between and among themselves upon adopting, and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of Wis. Stat. § 66.0307; and

WHEREAS, the cooperative plan will have the general purpose of guiding and accomplishing a coordinated adjusted and harmonious development of the territory covered by the plan in order to best promote the public health, safety, and general welfare together with the future needs of the Town and the Village; and

WHEREAS, cooperative planning is in the best interests of the Town and the Village as participating municipalities; and

WHEREAS, the purpose of this resolution is to authorize participation in the cooperative planning process described in Wis. Stat. § 66.0307;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board, pursuant to Wis. Stat. § 66.0307(4)(a), does hereby authorize participation in the preparation of a cooperative boundary agreement and cooperative plan as defined in Wis. Stat. § 66.0307;

FURTHER RESOLVED, that promptly upon the adoption of this resolution, the Village Clerk shall forward a copy of this resolution to the parties listed in Wis. Stat. § 66.0307(4)(a); and

FURTHER RESOLVED, that at least 60 days after the adoption of the last resolution by a participating municipality and at least 60 days before submitting a cooperative plan to the State for review and approval, the Village, together with the Town, shall hold a joint hearing on the proposed cooperative plan. Notice of the hearing shall be given by the Village and the Town by Class 3 notice; and

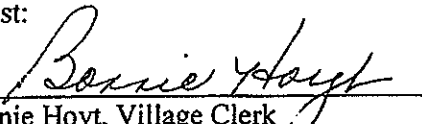
FURTHER RESOLVED, that the Village Clerk and the Village Attorney are authorized and directed to take all other necessary and appropriate action consistent with this authorizing resolution.

Adopted this 8th day of February, 2017.

VILLAGE OF KEKOSKEE

By 
Lloyd Lechner, Village President

Attest:


Bonnie Hoyt, Village Clerk

AFFIDAVIT OF MAILING

Name: Mary Dessereau
Occupation: Clerk, Town of Williamstown

I, Mary Dessereau, swear or affirm:

1. That I am the Clerk for the Town of Williamstown, located in Dodge County, Wisconsin.
2. That on February 15, 2017, I mailed Resolution 2017-01, **AUTHORIZING PARTICIPATION IN THE PREPARATION OF A COOPERATIVE PLAN WITH THE VILLAGE OF KEKOSKEE** to all entities listed on the attached document.

Further affiant saith not.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

February 6, 2018

Date

Mary Dessereau

Mary Dessereau

STATE OF WISCONSIN
COUNTY OF DODGE

DISTRIBUTION LIST OF TOWN OF WILLIAMSTOWN, DODGE COUNTY, WISCONSIN

Wisconsin Department of Administration
Division of Intergovernmental Relations
Municipal Boundary Review
P.O. Box 1645
Madison, WI 53701-1645

Wisconsin Department of Natural Resources
P.O. Box 7921
Madison, WI 53707-7921

Wisconsin Department of Agriculture, Trade
& Consumer Protection
P.O. Box 8911
Madison, WI 53708-8911

Wisconsin Department of Transportation
P.O. Box 7910
Madison, WI 53707-7910

School District of Mayville
N8210 Hwy 28
Mayville, WI 53050

School District of Lomira
1030 4th Street
Lomira, WI 53048

School District of Horicon
611 Mill Street
Horicon, WI 53032

Moraine Park Technical College District
235 N. National Avenue
Fond du Lac, WI 54935

Kekoskee-Leroy Sanitary Joint Commission
10404 Hwy Y
Mayville, WI 53050

Leroy Sanitary District No. 1
c/o Dale Klueger
10404 Hwy Y
Mayville, WI 53050

Town of Lcroy
c/o Erma Franke
W4197 Ledge Road
Mayville, WI 53050

Town of Hubbard
c/o Debra Kendhammer
N5236 Wildcat Road
Iron Ridge, WI 53035

Town of Theresa
c/o Diane Steger
W783 West Bend Rd
Theresa, WI 53091

Village of Theresa
c/o Pamela Koll
202 S. Milwaukee St.
P.O. Box 327
Theresa, WI 53091

City of Mayville Water/Wastewater Utility
15 S. School Street
Mayville, WI 53050

City of Mayville
c/o Sara Decker
15 S. School Street
Mayville, WI 53050

Dodge County
c/o Karen Gibson
127 E. Oak Street
Juneau, WI 53039

Dodge County Land Resources & Parks
127 E. Oak Street
Juneau, WI 53039

Town of Burnett
c/o Chris Merkes
N7416 Cty. Rd I
Juneau, WI 53039

Town of Lomira
c/o Lauri Betz
N11392 Cty. Rd. AY
Brownsville, WI 53006

Town of Chester
c/o Town Clerk
W7190 Redwood Rd
Burnett, WI 53922

Town of Herman
c/o Diane Beine
N7240 Ferris Rd.
Mayville, WI 53050

Town of Oak Grove
c/o Town Clerk
W5601 Cty. Rd. S
Juneau, WI 53039

Village of Kekoskee
c/o Bonnie Hoyt
21 Valley Street
Mayville, WI 53050

AFFIDAVIT OF MAILING

Name: Bonnie Hoyt
Occupation: Clerk, Village of Kekoskee

I, Bonnie Hoyt, swear or affirm:

1. That I am the Clerk for the Village of Kekoskee, located in Dodge County, Wisconsin.
2. That on February 10, 2018 mailed Resolution 2017-01, **AUTHORIZING PARTICIPATION IN THE PREPARATION OF A COOPERATIVE PLAN WITH THE TOWN OF WILLIAMSTOWN** to all entities listed on the attached document.

Further affiant saith not.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

February 6, 2018

Date

Bonnie Hoyt

Bonnie Hoyt

STATE OF WISCONSIN
COUNTY OF DODGE

DISTRIBUTION LIST OF VILLAGE OF KEKOSKEE, DODGE COUNTY, WISCONSIN

Wisconsin Department of Administration
Division of Intergovernmental Relations
Municipal Boundary Review
P.O. Box 1645
Madison, WI 53701-1645

Wisconsin Department of Natural Resources
P.O. Box 7921
Madison, WI 53707-7921

Wisconsin Department of Agriculture, Trade
& Consumer Protection
P.O. Box 8911
Madison, WI 53708-8911

Wisconsin Department of Transportation
P.O. Box 7910
Madison, WI 53707-7910

School District of Mayville
N8210 Hwy 28
Mayville, WI 53050

School District of Lomira
1030 4th Street
Lomira, WI 53048

School District of Horicon
611 Mill Street
Horicon, WI 53032

Moraine Park Technical College District
235 N. National Avenue
Fond du Lac, WI 54935

Kekoskee-Leroy Sanitary Joint Commission
10404 Hwy Y
Mayville, WI 53050

Leroy Sanitary District No. 1
c/o Dale Klueger
10404 Hwy Y
Mayville, WI 53050

Town of Leroy
c/o Erma Franke
W4197 Ledge Road
Mayville, WI 53050

Town of Hubbard
c/o Debra Kendhammer
N5236 Wildcat Road
Iron Ridge, WI 53035

Town of Theresa
c/o Diane Steger
W783 West Bend Rd
Theresa, WI 53091

Village of Theresa
c/o Pamela Koll
202 S. Milwaukee St.
P.O. Box 327
Theresa, WI 53091

City of Mayville Water/Wastewater Utility
15 S. School Street
Mayville, WI 53050

City of Mayville
c/o Sara Decker
15 S. School Street
Mayville, WI 53050

Dodge County
c/o Karen Gibson
127 E. Oak Street
Juneau, WI 53039

Dodge County Land Resources & Parks
127 E. Oak Street
Juneau, WI 53039

Town of Burnett
c/o Chris Merkes
N7416 Cty. Rd I
Juneau, WI 53039

Town of Lomira
c/o Lauri Betz
N11392 Cty. Rd. AY
Brownsville, WI 53006

Town of Chester
c/o Town Clerk
W7190 Redwood Rd
Burnett, WI 53922

Town of Herman
c/o Diane Beine
N7240 Ferris Rd.
Mayville, WI 53050

Town of Oak Grove
c/o Town Clerk
W5601 Cty. Rd. S
Juneau, WI 53039

Town of Williamstown
c/o Mary Dessereau
W3275 County Road TW
Mayville, WI 53050

JOINT PUBLIC HEARING LEGAL NOTICE

**NOTICE OF JOINT
PUBLIC HEARING
TOWN OF WILLIAMSTOWN &
VILLAGE OF KEKOSKEE
COOPERATIVE PLAN
DECEMBER 6, 2017**

NOTICE IS HEREBY GIVEN that a Joint Public Hearing will be held by the Town of Williamstown and the Village of Kekoskee on Wednesday, December 6, 2017 at 6:30 p.m. at the Kekoskee Fire Station, W3257 County Road TW, Dodge County, Wisconsin. A quorum of the Town and Village Boards may be in attendance at the Public Hearing.

NOTICE IS FURTHER GIVEN that the purpose of this Joint Public Hearing is for the Town and Village to present and receive public comment on the proposed Village-Town Cooperative Plan under Section 66.0307, Wisconsin Statutes. The public may review a copy of the Cooperative Plan by contacting the Village Clerk at (262) 339-9166 or the Town Clerk at 920-387-4251 or on the Town of Williamstown web site (<http://williamstown-wi.com>) under Cooperative Plan.

Written comments may be emailed to tnwille@gmail.com, kekoskeclerk@gmail.com or sent to Cooperative Plan, W3275 Hwy TW, Mayville, WI 53050 before, at, or within 20 days following the public hearing. Public comments may also be presented during the public hearing. All interested parties are welcome to attend.

Bonnie Hoyt, Village of Kekoskee Clerk
Mary Dessereau, Town of Williamstown Clerk

WNAXLP
11-9(3)

State of Wisconsin,
County of Dodge } ss.

Crow } *ss.*

being first duly sworn, says that he is the Publisher of the DODGE COUNTY PIONIER, a weekly Newspaper of general circulation, published in Dodge County, Wisconsin, and that a notice, a printed copy, of which is taken from the said Newspaper and hereunto annexed, has been published therein once in each week for 3 weeks successively, to-wit:

11/9, 11/16, + 11/23

Subscribed and sworn to before me this 6th day of February A.D. 20 18

Dawn Krueger

Notary Public

Commission Expires 9/26/21

Printer's Fee \$ 95.63



RESOLUTIONS APPROVING COOPERATIVE PLAN

RESOLUTON APPROVING COOPERATIVE PLAN
WITH THE TOWN OF WILLIAMSTOWN

Recitals

WHEREAS, Wis. Stat. § 66.0307 authorizes adjoining municipalities to modify the boundaries between themselves upon adopting, and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of Wis. Stat. § 66.0307; and

WHEREAS, in 2015, the Village notified the Town of Williamstown that it was unable to constitute a Board of Trustees and that it intended to dissolve under Wis. Stat. § 61.187; and

WHEREAS, between that time and the present, the Village and Town met several times to explore various options for the long term health, welfare, and safety of the citizens of the Village and Town. As a result of those meetings, the Village and Town determined that the appropriate approach is to enter into a cooperative plan under Wis. Stat. § 66.0307 to attach the entirety of the Town to the Village; and

WHEREAS, the cooperative plan prepared by the Village and Town has the general purpose of guiding and accomplishing a coordinated and harmonious development of the territory covered by the plan in order to best promote the public health, safety, and general welfare; and

WHEREAS, the Village and Town held a joint hearing on the proposed cooperative plan on December 6, 2017; and

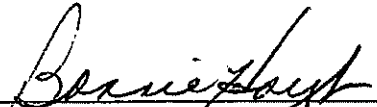
WHEREAS, the Village and Town have received comments on the plan during the public hearing and during the subsequent comment period and have considered those comments; and

WHEREAS, the purpose of this resolution is to approve the cooperative plan as described in Wis. Stat. § 66.0307.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Kekoskee does hereby approve the cooperative plan, a copy of which is attached hereto and incorporated by reference, as defined in Wis. Stat. § 66.0307; and

FURTHER RESOLVED, that the proper Village officials are hereby authorized to take all other necessary and appropriate action consistent with this resolution and Wis. Stat. § 66.0301

Adopted this 22nd day of January, 2018

Attest: 
Bonnie Hoyt, Village Clerk

VILLAGE OF KEKOSKEE

By: 
Lloyd Lechner, President

**INTERGOVERNMENTAL COOPERATIVE PLAN
BETWEEN THE TOWN OF WILLIAMSTOWN
AND THE VILLAGE OF KEKOSKEE**

The Town of Williamstown, a Wisconsin town located in Dodge County, Wisconsin ("Town") and the Village of Kekoskee, a Wisconsin municipal corporation, located in Dodge County, Wisconsin ("Village") hereby enter into this Intergovernmental Cooperative Plan ("Plan") under the authority of Wis. Stat. § 66.0307.

Recitals

- A. The Village was incorporated in 1958 from territory that had previously been part of the Town.
- B. Between 1958 and the present, the Village has existed and operated as a Wisconsin village under Chapter 61 of the Wisconsin Statutes.
- C. In 2015, the Village notified the Town that it was having difficulty seating a full Village Board. The Village notified the Town that, as a result, it was considering dissolving under Wis. Stat. § 61.187.
- D. Between 2015 and the present, the Town and Village met several times to explore various options to respond to the Village's inability to seat a full Board.
- E. As a result of those meetings, the Town and Village determined that the appropriate approach is to enter into a cooperative plan under Wis. Stat. § 66.0307 to attach the entirety of the Town to the Village, which will allow the Village to seat a full Board.
- F. The parties have further determined that the attachment and other arrangements described in this Plan will serve the purposes described in Wis. Stat. § 66.0307(3)(b) by building and accomplishing coordinated, adjusted, and harmonious development of the territory covered by the Plan in a manner that best promotes the public health, safety, morals, order, convenience, prosperity, and general welfare, as well as achieving efficiency and economy in the performance of governmental functions.
- G. Wis. Stat. § 66.0307(2)(a) through (d) require that cooperative plans be organized around "options" for future boundary changes. These options specify how boundary changes will occur under the cooperative plan. This Plan is organized around the option described in Wis. Stat. § 66.0307(2)(a), which allows a cooperative plan to provide that specified boundary line changes shall occur during the planning period and the approximate dates by which the changes shall occur.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

Section 1: Participating Municipalities.

The Town and Village, whose respective boundaries as of the effective date of this Plan are shown on the map attached as **Exhibit A**, enter into this Plan under the authority of Wis. Stat. § 66.0307.

Section 2: Contact Persons.

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

For the Town: Town Chairperson, Don Hilgendorf

For the Village: Village Board President, Lloyd Lechner

Section 3: Territory Subject to the Plan.

This Plan will, in certain respects, affect the entire territory currently located in the Town and Village. The territory subject to a change of jurisdiction under this Plan is identified as "Town of Williamstown" on the map attached as **Exhibit A**.

Section 4: Purposes.

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 participating municipality's comprehensive plan. The parties have further identified the following specific purposes of this Plan:

- (a) To resolve the Village's inability to seat a full Village Board by increasing the geographic area from which Village Board members may be appointed or elected, as appropriate, to include the entire area currently located in the Town.
- (b) To increase governmental efficiency through the sharing of services that had been provided separately by the Town and Village, and to eliminate duplicative or unnecessary expenditures.
- (c) To establish future boundaries that protect territory currently located in the Town from annexation by neighboring municipalities.

- (d) To assure orderly development by combining the land use planning, development, and zoning functions of the Town and Village.

Section 5: Consistency with Comprehensive Plans.

Currently, the Town of Williamstown maintains a Comprehensive Plan developed under Wis. Stat. § 66.1001 entitled "*Town of Williamstown Smart Growth Comprehensive Plan: 2004 - 2023*." The Town has initiated the process of updating this plan. The Village of Kekoskee has not developed a comprehensive plan under Wis. Stat. § 66.1001 because it does not have in effect any of the ordinances identified in Wis. Stat. § 66.1001(3).

The parties agree that as soon as practicable upon completion of the Boundary Change, a new comprehensive plan consistent with Wis. Stat. § 66.1001 will be developed for the successor municipality. The parties intend that the new comprehensive plan will consist primarily of the current and modified version of the *Town of Williamstown Smart Growth Comprehensive Plan: 2004-2023* with updates of graphs, tables, maps and other information as necessary. In drafting the new comprehensive plan, the area consisting of the former Village of Kekoskee will be included. The comprehensive plan will guide village leaders in achieving harmonious development within the new village borders.

Section 6: Boundary Change.

The boundary line between the Town and Village as of the effective date of this Agreement is depicted on the attached **Exhibit A**. As soon after the effective date as practicable, the boundaries shall be adjusted to those depicted on the attached **Exhibit B** (the "Boundary Change"). Specifically, the Boundary Change will involve the attachment by the Village of all territory located in the Town as of the effective date of the Plan. A legal description of that territory is attached as **Exhibit C**. The Boundary Change shall be accomplished through the adoption by the Village of an attachment ordinance under Wis. Stat. § 66.0307(10). The attachment ordinance shall be filed and recorded in the manner described in Wis. Stat. § 66.0307(10).

In accordance with Wis. Stat. § 66.1105(4)(g)(1), this Plan constitutes a cooperative boundary agreement, and the Village will not be prohibited by that section from exercising TIF authority in the territory subject to this Plan for any period of time.

Section 7: Name Change.

As soon as practicable upon completion of the Boundary Change, the Village will take those actions necessary to change its name from "Village of Kekoskee" to "Village of Williamstown." This action shall be a change of name only and will not constitute a change in legal status or change of entity for purposes of the Village's status as party to any contract or for any other purposes.

Section 8: Transition Period.

The period of time between the effective date of this Plan and the seating of the new Village Board pursuant to Section 9 hereof shall be known as the "Transition Period."

During the Transition Period, neither the Town nor the Village may, without the prior written consent of the other:

- (a) Incur debt, other than refinancing of existing indebtedness.
- (b) Make any capital expenditure in excess of \$1,000.
- (c) Enter into or renew any contract with a term longer than one year.
- (d) Discharge any employee.
- (e) Hire any new employee other than to fill vacancies.
- (f) Act on any annexation petition affecting territory subject to this Plan.
- (g) Exercise any authority within the Village's extraterritorial zoning or land division jurisdiction relating to any part of the territory subject to this Plan.
- (h) Create a tax incremental district.
- (i) Apply for a grant.

Section 9: Post-Boundary Change Village Board.

The current Town Board consists of three Supervisors, one of whom serves as Town Chairperson. The current Village Board consists of three Trustees, one of whom serves as Village Board President.

The parties agree that as soon as practicable upon completion of the Boundary Change, the current Village Board members will sequentially resign from their respective positions, and the remaining Village Board members will appoint the current Town Board members as the resignees' replacements. It is the intent of this Section that upon completion of this process, the current Town Board members will serve as Village Board members, with the current Town Chairperson serving as Village Board President. This Plan is void if this transition does not occur as described herein, unless both parties agree in writing otherwise.

The parties further agree that as soon as practicable upon the effective date of this Plan, the current Village Clerk and Village Treasurer will resign from their respective positions, and

the Village Board will appoint the current Town Clerk and Town Treasurer as their replacements.

After the initial appointments described in this section, all Village officer positions will be filled by either election or appointment, as appropriate pursuant to applicable law.

Section 10: Village Staff.

Upon completion of the Boundary Change, the Village will make a reasonable attempt to continue the employment of all employees employed by the Village prior to the Boundary Change. All Village employees will be employed on an at-will basis.

Section 11: Property.

Upon completion of the Boundary Change, all real, personal, and intangible property currently owned by the Town will become the property of the Village. The Town and Village will, without further consideration, execute all documents and take all other action necessary to transfer title of such property to the Village. All property currently owned by the Village will remain owned by the Village upon completion of the Boundary Change. The Village will execute all documents and take all other action necessary to reflect its name change on all title documents.

Section 12: Budgeting.

The Town and Village have adopted separate 2018 budgets. Upon completion of the Boundary Change, the Village will, at its option, either aggregate the Town's and Village's 2018 budgets to form the Village budget for the remainder of 2018 or the Village will amend its 2018 budget to reflect the Boundary Change.

Section 13: Apportionment of Assets and Liabilities.

Pursuant to Wis. Stat. § 66.0235, the Town and Village agree that upon completion of the Boundary Change, all assets and liabilities of the Town shall become assets and liabilities of the Village. The Town and Village further agree, without further consideration, to take all actions and execute all documents necessary to accomplish this transfer of assets and liabilities.

Section 14: Planning and Zoning.

As soon as practicable upon completion of the Boundary Change, the Village will establish a Plan Commission and Board of Appeals as well as policies and practices to administer planning and zoning functions within the Village. The Village shall also establish the position and administrative functions of a Zoning Administrator.

Section 15: Ordinances.

As soon as practicable upon the Boundary Change, the Village will adopt a new Code of Ordinances intended to consolidate the current Town and Village ordinances into a single Code and to eliminate duplicative and obsolete ordinances. The parties intend that the new Code of Ordinances will consist primarily of current or modified versions of the Town's current ordinances. However, the parties also recognize that certain existing Village ordinances will be incorporated into the new Code, whether for policy reasons or to meet legal requirements applicable to villages.

The Village is currently un-zoned, while the Town has in effect its own Town zoning ordinance which has been certified by the Wisconsin Department of Agriculture, Trade & Consumer Protection for the purposes of maintaining farmland preservation tax credits for qualifying land owners. Upon completion of the Boundary Change, the Village will amend the zoning ordinance to create a new zoning district intended to apply to the currently un-zoned area comprising the current Village. In drafting the new zoning district, the Village will consider the extent to which the new district will render properties currently located in the Village nonconforming. The Village will also adopt a shoreland zoning ordinance applicable to all territory located within the Village's shoreland zoning jurisdiction.

The ordinance shall also include provisions for the establishment of a Village Plan Commission and Board of Appeals along with policies and practices required to administer the ordinance as identified in Section 14: Planning and Zoning.

After the adoption of the new Code of Ordinances, the Village shall have sole discretion concerning the adoption, repeal, or amendment of ordinances.

Section 16: Law Enforcement, Fire Protection, and Ambulance Services.

Upon completion of the Boundary Change, the Village will continue contracting for law enforcement, fire protection, and ambulance services from third parties.

Section 17: Public Works and Utilities.

All public works and related services that were provided by the Town or Village prior to the Boundary Change shall thereafter be provided by the Village, either directly or through contracts with third parties. These public works and related services include, but are not limited to, road maintenance, snowplowing, ditch and culvert work, wood chipping, signage, stormwater management projects, mowing, salting, maintenance of the Valley Street and Elm Street lift stations, and other regular and special maintenance activities.

Section 18: Property Assessment and Board of Review.

The Town and Village shall each assess properties located in their respective territories as of January 1, 2018 in the ordinary course. However, all taxes certified to the Town or required by law to be certified against territory that was located in the Town as of January 1, 2018 shall, upon completion of the Boundary Change, be included in the Village's budget and shall be levied against that territory by the Village as if the territory were located in the Village as of January 1, 2018.

If the Boundary Change is not complete as of the time the Town and Village conduct their respective 2018 Open Book and Board of Review proceedings, the Town and Village shall conduct those proceedings separately, and upon completion of the Boundary Change, the Village shall be bound to any adjustments to property assessments made by the Town through Open Book or Board of Review.

If, however, the Boundary Change occurs before the parties have conducted Open Book and Board of Review proceedings, the Village shall perform Open Book and Board of Review functions for all territory subject to this Plan, regardless of the territory's location as of January 1, 2018.

Section 19: Recycling and Waste Disposal.

The Town and Village are presently parties to separate contracts with a private recycling and waste disposal service provider to provide such services to their respective residents. Upon completion of the Boundary Change, the Village will provide for recycling and waste disposal services to all territory subject to this Plan. However, nothing in this Plan limits the Village's authority to modify the manner of recycling and waste disposal within the Village thereafter.

Section 20: Stormwater Management.

Upon completion of the Boundary Change, the Village will adopt ordinances regulating construction site and post-construction stormwater management to the extent such ordinances are required by law and to the extent the Village is not governed by the County's construction site and post-construction stormwater management ordinances.

Section 21: Land Information.

The Dodge County Land Information Division has responsibility for all GIS mapping and services including maintenance of the building numbering program, tax parcel mapping, maintenance of the Public Land Survey System (PLSS), survey services, tax assessment and property description functions. Other information provided by the Division includes aerial photos, streets, water, most public facilities, elevation, civil boundaries, voting wards, soils, parks, railroads, trails, right-of-ways, zip codes, wetlands and floodplains. In 2012, the Land

Information Division reaffirmed its commitment to work closely with all County Offices, Departments, local municipalities, state and federal agencies whose activities rely on the use of land records.

The parties intend that upon completion of the Boundary Change, there will be no change in the Dodge County Land Information Division providing the above-referenced land information services and functions to the Village. In addition, the Village will maintain all land use and zoning information layers which are not typically provided by the Dodge County Land Information Division for incorporated communities to administer Section 14: Planning and Zoning.

Section 22: Address System.

All properties located in the Town of Williamstown as of the effective date of this Agreement will maintain their current rural grid-system address after the Boundary Change. Similarly, all properties located in the Village of Kekoskee as of the effective date of this Agreement will maintain their current village address system after the Boundary Change.

Section 23: Elections.

The parties will work with the State of Wisconsin, including, but not limited to, the Wisconsin Elections Commission, and with Dodge County, to take all action necessary in preparation for the administration of federal, state, and local elections in the Village following the Boundary Change. These actions may include providing voter registration lists, establishing or modifying election wards, and designating polling places.

Section 24: Dispute Resolution.

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

- (a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:
 - (i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (ii) 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 successor.

- (iii) The mediation session shall take place within 30 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - (iv) In the event that a mediator is used, each party shall provide the mediator with a brief 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 either party to supplement such information.
 - (v) 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 the parties and with the consent of the mediator. The parties shall maintain the confidentiality of the mediation 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 the mediation proceedings.
 - (vi) The expenses of a mediator, if any, shall be borne equally by the parties.
- (b) If unresolved after (a) above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator they will request a 5-person panel list from the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration, or his successor. Each party will have two strikes from the 5-person panel. The parties may agree to an alternative method for the selection of a single arbitrator.
 - (c) Each party will be responsible for its own fees of arbitration including attorneys' fees and expert fees.
 - (d) The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award of the arbitrator is final and binding, and shall be enforceable by law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings, unless the parties agree on different arbitration procedures.
 - (e) The parties agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that the failure to institute arbitration proceedings

within such periods shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

Section 25: Severability

The provisions of this Agreement 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 this Agreement, which can be given lawful effect without the invalid or unconstitutional provisions or application.

Section 26: Planning Period.

The planning period shall be 10 years.

Section 27: Miscellaneous.

- (a) No Third-Party Beneficiary. This Plan is intended to be solely between the Town and Village. 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 party to this Plan any legal or equitable rights whatsoever.
- (b) Administration. This Plan shall be administered on behalf of the Town by the Town Chairperson or designee, and on behalf of the Village by the Village President or designee.
- (c) 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.
- (d) Binding Effect. This Plan shall bind and accrue to the benefit of all successors of the Town and Village and be binding on the parties' successive governing bodies.
- (e) No Challenges. The parties hereby waive any right each may have to commence or maintain any action or proceeding to contest, invalidate, or challenge this Plan or any of the actions required or contemplated by this Plan.
- (f) Third-Party Actions. In the event of a court action by a third party challenging the validity or enforceability of this Plan, both parties shall cooperate to vigorously defend this Plan. If only one party is named in the relevant action, the other party will seek to intervene and the named party will support such intervention. No settlement of any such action is permitted without the approval of the governing bodies of both municipalities.

The Village is a party to an agreement with the Town of LeRoy Sanitary District creating a Joint Wastewater Commission. Nothing in this Plan is intended to modify the terms and conditions of the Village's agreement with the Town of LeRoy Sanitary District with regard to the creation and operation of the Joint Wastewater Commission. This Plan may be declared null and void at the option of the Village if the Boundary Change and name change pursuant to this Plan materially and adversely affect the terms and conditions or enforceability of the agreement, including without limitation, the Joint Wastewater Commission's contractual relations with the City of Mayville.

The Town is a party to a Negotiated Agreement concerning the Advanced Disposal Services Glacier Ridge Landfill. By its terms, the Negotiated Agreement is binding upon all of its parties' legal successors. The Town and Village intend that after the Boundary Change and name change described in this Plan, the Village shall be the Town's legal successor for purposes of the Negotiated Agreement and shall have all rights and be bound by all obligations existing thereunder. This Plan may be declared null and void at the option of the Town if the Negotiated Agreement is terminated because of the Boundary Change and name change described in this Plan.

- (g) References. Any references to a particular agency, organization, or official shall be interpreted as applying to any successor agency, organization, or official to which the contemplated functions are transferred. Except as expressly stated otherwise, any reference in this Plan to a particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.
- (h) 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.
- (i) Amendment. The procedure for amending this plan shall be that set forth in Wis. Stat. § 66.0307(8).
- (j) Continued Enforceability. The enforceability of this Plan is not affected by statutory amendments, changes in the forms of Village or Town government, or changes in Village or Town elected officials. Furthermore, this Agreement shall be construed to be binding upon the parties' respective successors, agents, and employees.
- (k) Performance Standard. This Plan requires the parties to act or to refrain from acting on a number of matters. The parties acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld, delayed, or conditioned.

- (1) 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.

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

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VILLAGE OF KEKOSKEE

The undersigned officers of the Village of Kekoskee have executed this Agreement pursuant to a duly-adopted resolution of the Village Board dated 1/22/18.

By: *Carl Leck*
Village President

Date: 1/22/2018

By: *Bonnie Key*
Village Clerk

Date: 1/22/2018

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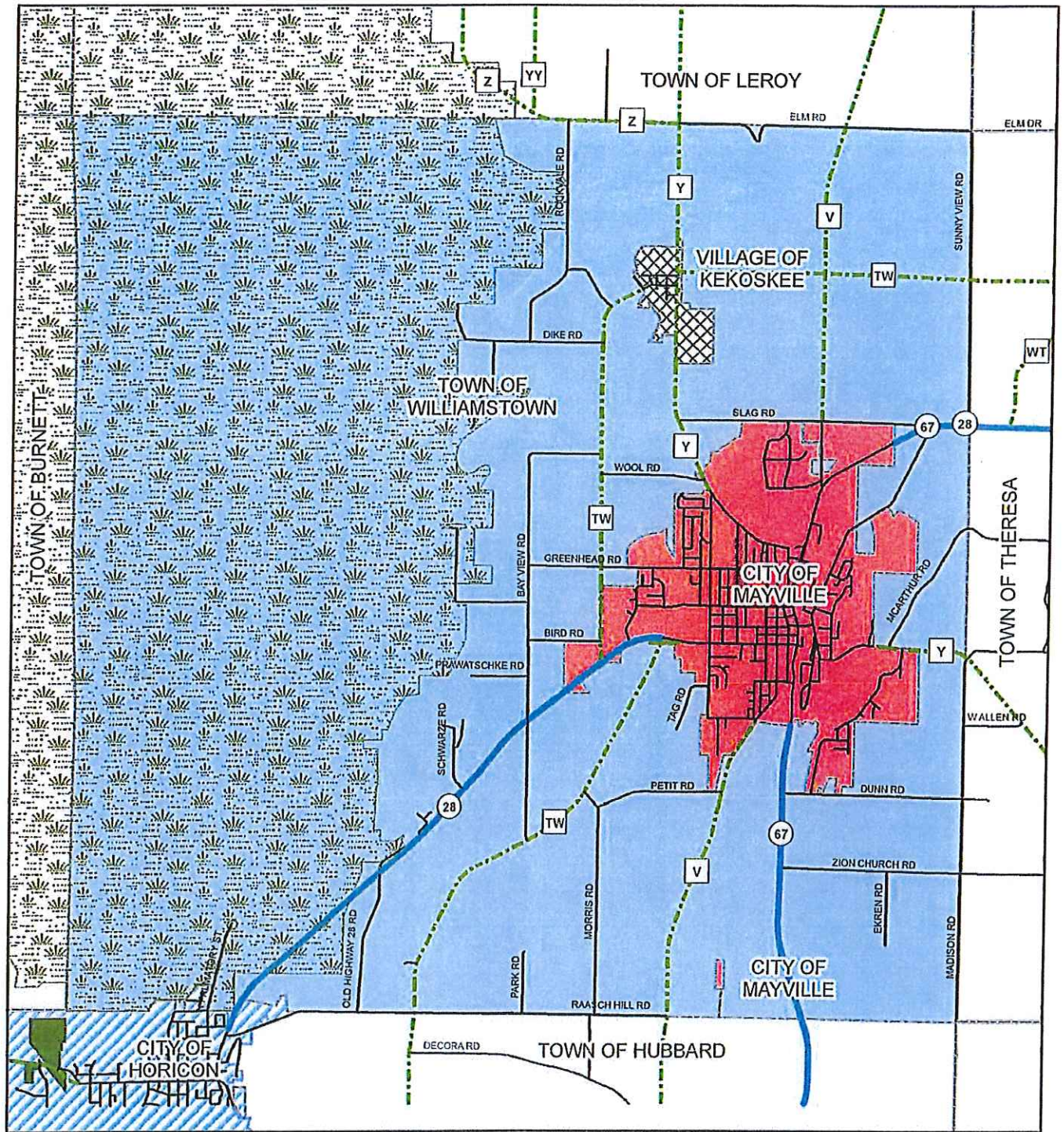
TOWN OF WILLIAMSTOWN

The undersigned officers of the Town of Williamstown have executed this Agreement pursuant to a duly-adopted resolution of the Town Board dated 1/22/2018.

By: Donald Hilpenday Date: 1-22-18
Town Chairperson

By: Mary Dessean Date: 1/22/2018
Town Clerk




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LEGEND

 HORICON MARSH

ROAD CLASSIFICATION

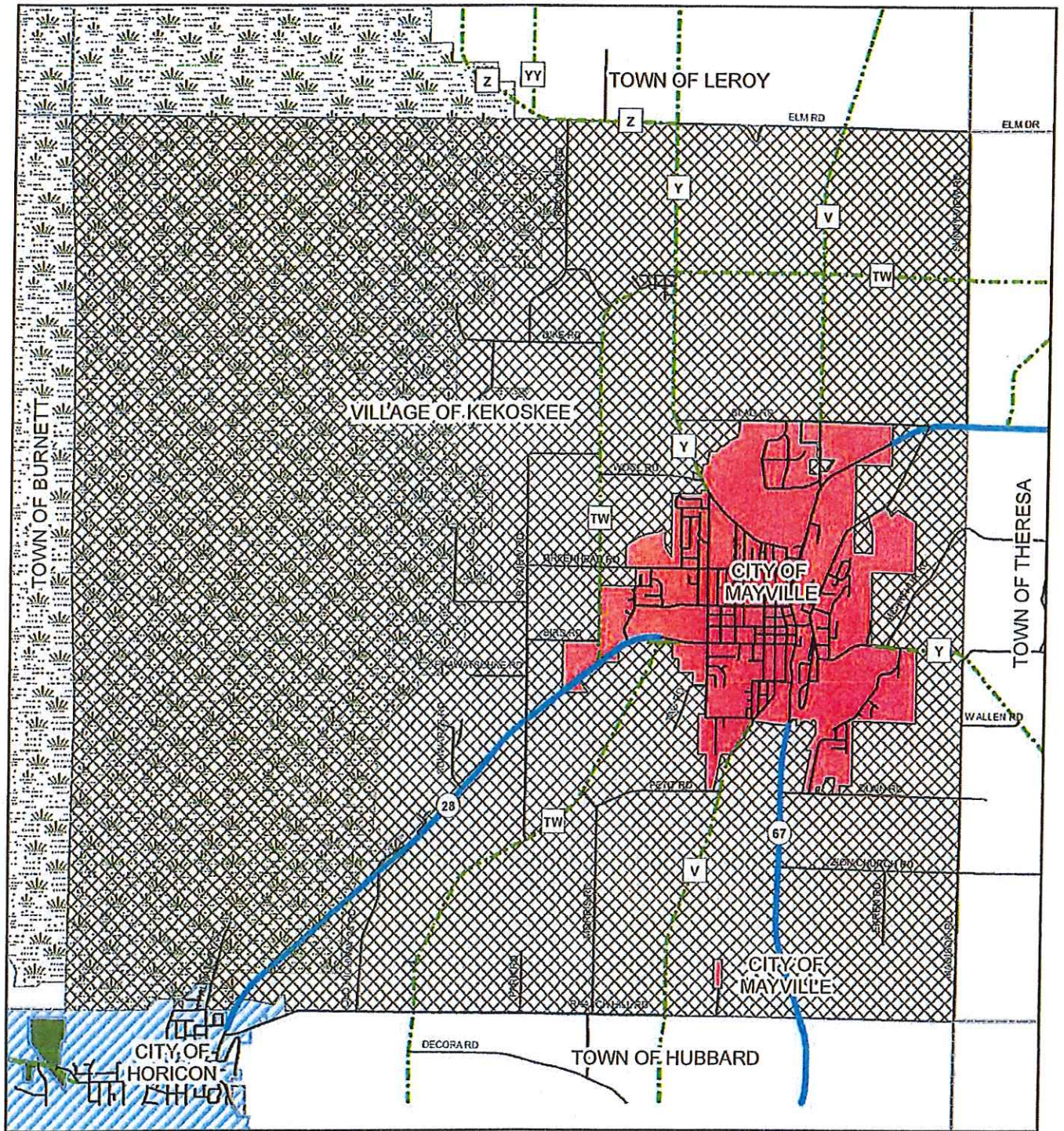
-  LOCAL ROAD
-  COUNTY ROAD
-  STATE HIGHWAY

MUNICIPALITY

-  CITY OF MAYVILLE
-  VILLAGE OF KEKOSKEE
-  TOWN OF WILLIAMSTOWN
-  CITY OF HORICON
-  TOWN OF OAK GROVE

EXHIBIT A





LEGEND

HORICON MARSH

ROAD CLASSIFICATION

- LOCAL ROAD
- COUNTY ROAD
- STATE HIGHWAY

VILLAGE OF KEKOSKEE AFTER BOUNDARY CHANGE

MUNICIPALITY

- VILLAGE OF KEKOSKEE
- CITY OF MAYVILLE
- CITY OF HORICON
- TOWN OF OAK GROVE

EXHIBIT B



EXHIBIT C
DESCRIPTION OF LANDS TO BE TRANSFERRED FROM
TOWN OF WILLIAMSTOWN TO VILLAGE OF KEKOSKEE
PURSUANT TO BOUNDARY LINE ADJUSTMENT

*ALL LANDS LOCATED IN TOWNSHIP 12 NORTH, RANGE 16 EAST, DODGE COUNTY,
WISCONSIN, ALL IN THE TOWN OF WILLIAMSTOWN.*

Excepting therefrom, that part of the City of Horicon, as described in Corporate Boundaries filed January 2, 2004, located in Section 31 and 32, T. 12 N., R. 16 E., Dodge County, Wisconsin, that lays North of the South lines of said Section 31 and 32, and south of a line more particularly described as follows:

Commencing at the S 1/4 corner of Section 32, T. 12 N., R. 16 E.; then S. 88° 58' 53" W., along the South line of said Section 32, 201.07 feet to the centerline of Raasch's Hill Road; then S. 66° 57' 45" W., along said centerline, 312.49 feet to the real point of beginning; then N. 8° 10' 15" W., 742.15 feet; then S. 82° 40' 30" W., 196.55 feet; then S. 23° 53' 30" W., 407.43 feet; then N. 80° 28' 30" W., 868.60 feet; then N. 88° 56' 30" W., 375.65 feet to the centerline of S.T.H. "28"; then southwesterly, along said centerline, along a 844.24 foot arc of a curve to the left having a 3819.63 foot radius and being subtended by a 842.53 foot chord bearing S. 25° 49' 40" W.; then S. 19° 29' 45" W., continuing along said centerline, 303.42 feet to the East line of Section 6, T. 11 N., R. 16 E.; then N. 2° 27' 54" W., along said East line, 635.44 feet to the NE corner of Section 6; then S. 88° 06' 05" W., along the North line of Section 6, 719.29 feet to the East line of N. Palmatory Street; then N. 3° 16' 20" W., along said East line, 51.79 feet; then N. 11° 45' 48" E., continuing along said East line, 2632.78 feet; then N. 24° 25' 48" E., continuing along said East line, 323.56 feet to a point on the South boundary of the Wisconsin Department of Natural Resources Headquarters parcel; then N. 73° 00' 48" E., 40.60 feet; then N. 88° 40' 48" E., 149.90 feet; then N. 17° 20' 48" E., 165.00 feet; then N. 32° 49' 12" W., 86.20 feet; then N. 58° 49' 12" W., 104.00 feet; then S. 62° 30' 48" W., 90.60 feet; then S. 88° 50' 48" W., 52.40 feet; then S. 36° 10' 48" W., 167.40 feet; then S. 35° 24' 12" E., 124.80 feet to the West line of N. Palmatory Street; then S. 24° 25' 48" W., along said West line, 324.25 feet; then S. 11° 45' 48" W., continuing along said West line, 1787.37 feet to the North line of Sunset Vue Subdivision; then S. 87° 53' 48" W., along said North line, 555.88 feet; then N. 2° 02' 12" W. along said North line, 0.47 feet; then S. 87° 51' 48" W., continuing along said North line, 29.20 feet; then S. 37° 02' 48" W., 629.54 feet; then S. 88° 41' 50" W., 226.40 feet; then S. 0° 21' 12" E., 81.60 feet; then N. 87° 53' 48" E., 198.00 feet; then S. 0° 27' 12" E., 324.24 feet to the South line of Section 31, T. 12 N., R. 16 E.; then S. 88° 06' 05" W., along said South line, 325.83 feet; then N. 1° 56' 29" W., 398.07 feet; then S. 86° 36' 48" W., 720 feet more or less to the easterly bank of the Rock River; then southerly, along said easterly bank, 440 feet more or less to the South line of Section 31; then S. 88° 42' 46" W., along said South line, 3019.20 feet, to the SW corner of Section 31, T. 12 N., R. 16 E.

Excepting therefrom, the City of Mayville, Dodge County, as described in Corporate Boundaries filed December 12, 2014:

Commencing at the SE Corner of Section 15, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Thence N. 0° 33' 25" W., 400.94 feet, to the Point of

Beginning; Thence N. 34° 28' 23" W., 423.72 feet; Thence N. 15° 10' 35" W., 142.33 feet; Thence N. 0° 11' 32" W., 449.97 feet; Thence N. 1° 19' 06" E., 56.93 feet; Thence S. 88° 19' 44" W., 77.66 feet; Thence S. 34° 21' 37" W., 96.62 feet; Thence S. 64° 28' 25" W., 122.47 feet; Thence S. 81° 11' 42" W., 448.71 feet; Thence S. 64° 08' 52" W., 276.75 feet; Thence S. 53° 14' 48" W., 469.90 feet; Thence S. 28° 17' 40" W., 152.03 feet; Thence S. 3° 02' 50" E., 672.09 feet (To the south line of the SE 1/4 of Section 15); Thence S. 0° 11' 41" E., 660.70 feet; Thence West 1,287 feet (±) to the Easterly R.O.W. line of C.T.H. "TW"; Thence South along said Easterly R.O.W. line to the South line of the NE 1/4 of Section 22; Thence East 900 feet (±) along the South line of the NE 1/4 of Section 22 to the Northerly R.O.W. line of STH "28"; Thence Northeasterly along said R.O.W. being the arc of a curve to the right with a radius of 2,391.83 feet, a distance of 1,075 feet, Thence Easterly, 200.33 feet (Along the Northerly Right-of-Way of S.T.H. "28" with a chord line of S. 89° 50' 17" E., 200.29 feet); Thence S. 2° 54' 30" E., 311.21 feet; Thence N. 88° 02' 30" E., 515.11 feet; Thence S. 3° 11' 30" E., 534.65 feet; Thence N. 88° 02' 30" E., 227.21 feet; Thence S. 3° 11' 30" E., 475.35 feet; Thence N. 88° 02' 30" E., 534.03 feet; Thence S. 0° 18' 27" E., 362.74 feet; Thence S. 89° 24' 14" E., 470.08 feet (To the Westerly Right-of-Way line of Clark Street); Thence S. 2° 24' W., 633.85 feet (Along the Westerly Right-of-Way line of Clark Street); Thence S. 0° 12' E., 400.00 feet (Along the Westerly Right-of-Way Line of Clark Street); Thence West, 234.00 feet; Thence S. 0° 25' 12" E., 125.00 feet; Thence S. 0° 39' 14" E., 1,318.72 feet; Thence N. 89° 45' 54" E., 300 feet; Thence continuing S. 00° 39' 14" E., 436.91 feet; Thence S. 0° 53' 20" E., 880.60 feet; (To the Northerly Right-of-Way of Petit Road); Thence N. 89° 12' 40" E., 213.50 feet; Thence S. 89° 57' 02" E., 45.60 feet; Thence N. 11° 40' 32" E., 1,309.03 feet (To the South line of the NE 1/4 of the NW 1/4 of Section 26); Thence N. 89° 56' 30" E., 368.72 feet (along said South line to the Southeasterly Right-of-Way line of John Street). Thence N. 33° 39' E., 1,455.70 feet (Along the Southeasterly Right-of-Way line of John Street); Thence S. 83° 52' E., 756.96 feet; Thence S. 83° 30' E., 570 feet (To Westerly edge of the Rock River); Thence Northerly, 240 feet (Along the Westerly edge of the Rock River to the North line of Section 26); Thence East, 170 feet (Along the North line of Section 26 to the Easterly edge of the Rock River); Thence Southeasterly, 1,800 feet (Along the Northeasterly edge of the Rock River to a position which is East, 362.99 feet of the N.W. corner of Section 25 and South of the North Line); Thence South, 270 feet (To the Southerly edge of the Rock River and to the Northwest corner of Lot 5, Block 4, Golf View Estates); Thence Westerly, 370 feet (Along the Southerly edge of the Rock River); Thence S. 29° 15' W., 625 feet; Thence S. 8° 45' W., 90.00 feet; Thence S. 88° 06' 31" E., 171.59 feet; Thence S. 10° 26' 16" W., 1,552.66 feet (To the East-West 1/4 line of Section 26 and the Centerline of Dunn Road); Thence S. 88° 29' 35" E., 437.67 feet; Thence N. 9° 58' 39" E., 252.83 feet; Thence S. 88° 20' 30" E., 115.00 feet; Thence S. 9° 55' 45" W., 252.83 feet (To the Centerline of Dunn Road); Thence S. 88° 20' 30" E., 100.12 feet (Along said centerline); Thence N. 10° 42' 30" E., 133.99 feet; Thence N. 19° 21' 30" E., 474.87 feet; Thence S. 88° 20' 30" E., 310.41 feet; Thence S. 7° 17' 30" W., 587.56 feet (To the Centerline of Dunn Road); Thence S. 88° 20' 30" E., 251.52 feet; Thence N. 0° 14' 30" E., 315.00 feet; Thence S. 88° 20' 30" E., 416.00 feet; Thence N. 0° 14' 30" E., 1,187.77 feet; Thence N. 0° 26' 45" E., 300 feet; Thence N. 1° 25' W., 850.28 feet (Along the East line of the N.W. 1/4 of the N.W. 1/4 of Section 25); Thence East, 2,310 feet (Along the South line of Section 24); Thence North, 2,650 feet (To the Centerline of German Street); Thence N. 2° 25' 16" E., 90 feet (To the Northerly Right-of-Way Line of German Street); Thence Westerly, 362.76 feet (Along the Northerly Right-of-Way Line of German Street on a chord line of N. 86° 39' 54" W. 362.74 feet); Thence N. 85° 45' 03" W.,

596.37 feet (Along the Northerly Right-of-Way Line of German Street); Thence S. 4° 14' 57" W., 40 feet; Thence N. 85° 45' 03" W., 713.00 feet (Along the Northerly Right-of-Way Line of German Street); Thence North along the East line of the West 1/2 of the NE 1/4 of the NW 1/4 of Section 24 to a point 665.11 feet south of the NE corner of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 13; Thence S. 87° 49' 26" E., 655.62 feet to the south quarter corner of Section 13; Thence S. 87° 52' 57" E., 908.00 feet; Thence N. 00° 09' 49" E., 1,846.65 feet; Thence N. 57° 15' 02" W., 793.80 feet; Thence S. 45° 53' 32" W., 328.90 feet; Thence N. 20° 36' 20" W., 192.86 feet; Thence N. 43° 08' 05" W., 212.69 feet (To the centerline of N. German Road); Thence S. 57° 38' 02" W., 96.12 feet (along said N. German Road centerline); Thence S. 58° 25' 36" W., 607.36 feet (along said N. German Road centerline) Thence S. 13° 33' 40" E., 649.16 feet; Thence S. 00° 00' 31" W., 662.02 feet; Thence N. 87° 56' 17" W., 2.66 feet (to the southeast corner of the NW 1/4 of the SE 1/4 of the SW of Section 13; Thence West 660 feet (±) to the East line of the SW 1/4 of the SW 1/4 of Section 13; Thence North 3,140 feet; Thence East 1,320 feet; Thence North, 1,420 feet (To N. 1/4 corner of Section 13); Thence N. 88° 58' 01" W., 1,541.5 feet (Along the North line of Section 13, which is also the Centerline of Slag Road); Thence N. 88° 58' 01" W., 1,098.50 feet (Along the North Line of Section 13); Thence continuing along the Centerline of Slag Road and the Northerly Line of Section 14-12-16, West, 661.62 feet; Thence South 741.75 feet; Thence East, 670.06 feet (To the Easterly line of Section 14-12-16); Thence S. 0° 39' 06" E., 459.30 feet along said Easterly Line; Thence S. 88° 47' 16" E., 33.03 feet (To the East R.O.W. line of C.T.H. "V"); Thence S. 01° 07' 16" E., 168.64 feet; Thence S. 88° 47' 16" E., 513.32 feet (To the Northwesterly Railroad Right-of-Way); Thence Southwesterly along said Railroad Right-of-Way, 710.21 feet (±) (to a point which is described as follows: Commencing at the West 1/4 corner of Section 13; Thence N. 01° 07' 16" W., 580.05 feet along the West Line of the Northwest 1/4 of Section 13 to the Northwesterly Right-of-Way line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad; Thence continuing N. 01° 07' 16" W., 271.06 feet along said West line; Thence S. 88° 47' 48" E., 247.22 feet to said Railroad Right-of-Way and the point referenced); Thence N. 88° 47' 48" W., 247.22 feet to the West line of the NW 1/4 of Section 13; Thence S. 01° 07' 16" W., 91.43 feet; Thence S. 89° 04' 44" W., 165.85 feet; Thence N. 84° 15' 16" W., 213.20 feet; Thence N. 01° 07' 16" W., 482.53 feet; Thence N. 89° 30' 44" E., 377.54 feet (To the East Line of Section 14); Thence N. 01° 07' 16" W., 60.00 feet (Along the East Line of Section 14); Thence N. 89° 46' 44" W., 105 feet; Thence N. 00° 14' 35" W., 531.45 feet; Thence N. 89° 47' 57" W., 621.40 feet; Thence N. 00° 12' 03" W., 791.75 feet (To the North Line of Section 14 and centerline of Slag Road); Thence N. 89° 48' 02" W., 1,952.10 feet; Thence N. 89° 47' 03" W., 229.40 feet; Thence S. 04° 56' 00" W., 601.86 feet; Thence S. 66° 56' 00" W., 255.12 feet; Thence S. 48° 26' 00" W., 407.88 feet; Thence S. 75° 56' 00" W., 66.00 feet; Thence S. 54° 56' 00" W., 66.00 feet; Thence S. 36° 26' 00" W., 171.60 feet; Thence S. 87° 44' 15" W., 230.69 feet; Thence S. 05° 59' 14" W., 436.45 feet; Thence S. 75° 57' 52" W., 150.29 feet; Thence S. 07° 11' 41" W., 295.89 feet; Thence N. 48° 31' 31" W., 146.56 feet (Along a Meander Line to the Easterly Right-of-Way Line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 232.95 feet (Along the Easterly Right-of-Way Line of C.T.H. "Y"); Those lands lying between the meander line and the North Bank of the Rock River is excluded from the Corporate Limits. Thence N. 63° 57' 00" E., 6.00 feet; Thence S. 26° 03' 00" E., 111.00 feet; Thence Southeasterly 558.00 feet (Along the Northerly Right-of-Way Line of Kekoskee Street with a chord line of S. 32° 00' 03" E., 556.18 feet); Thence S. 51° 36' W., 51.00 feet (To the centerline of Kekoskee Street); Thence West, 238.4 feet; Thence South, 120 feet (To the North Line of S.W. 1/4 of Section 14); Thence N. 89° 23' 34" W., 1,039.56 feet (To the NW

Corner of the SW 1/4 of Section 14); Thence S. 00° 33' 16" E., 665.56 feet (Along the West Line of the SW 1/4 Section 14); Thence South, 1,980 feet, (Along the West line of Section 14 to the S.W. Corner of Section 14) and to the Point of Beginning.

Also, the following tract of land located in the E. 1/2 of S.W. 1/4 of Section 35, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Commencing at the S. 1/4 Corner of Section 35; Thence S. 89° 44' W., 750.83 feet (To the Point of Beginning); Thence N. 03°38' 45" E., 997.90 feet (From the Point of Beginning); Thence N. 89° 44' E., 65.33 feet; Thence N. 00° 16' W., 1,016.5 feet; Thence S. 89° 44' W., 300 feet; Thence S. 00° 16' E., 1,016.5 feet, Thence N. 89° 44' E., 204.61 feet; Thence S. 3° 38' 45" W., 997.90 feet (To the South Line of Section 35); Thence N. 89° 44' E., 30.06 feet (Along the South Line of Section 35 to the Point of Beginning).

Also, the following tract of land located in the N.W. 1/4 of Section 14, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Commencing at the Northwest Corner of said Section 14; Thence N. 87° 38' 02" E., 80.86 feet (Along the north line of N.W. 1/4 of Section 14 to the Westerly Right-of-Way line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 2,338.77 feet (Along said Westerly Line to the North Line of Wool Road to the Point of Beginning); Thence N. 78° 33' 00" W., 270.88 feet (Along the Northerly Right-of-Way Line of Wool Road); Thence North 39.09 feet; Thence N. 84° 34' 09" E., 211.27 feet (Along a meander line to the Westerly Right-of-Way Line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 125.62 feet (To the Point of Beginning, including those lands between the Meander line and the South Bank of the Rock River).

Also, the following lands located in the S.W. 1/4 and S.E. 1/4 of Section 22, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; beginning at the NW corner of the SE 1/4 of Section 22, T12N RI6E, Dodge County Wisconsin, from said point of beginning; then easterly along the North line of the SE 1/4 of Section 22 to the northerly right of way line of State Highway 28; then southwesterly along the northerly line of STH 28 to the East line of the West 12 acres of the North 44 rods of the NW 1/4 SE 1/4 of said Section 22; then southerly along the East line of said West 12 acres of the North 44 rods to the South line of the West 12 Acres North 44 rods of the NW 1/4, SE 1/4, of said Section 22; then West along said South line of the North 44 rods of the NW 1/4, SE 1/4, to the southeasterly right of way line of STH 28; then southwesterly along the southeasterly right of way line of STH 28 to the NE corner of Lot 1, CSM 5785; then southeasterly along the northeasterly line of Lot 1, CSM 5785 to the SE corner of Lot 1, CSM 5785; then west along the south line of Lot 1, CSM 5785 to the SW corner of Lot 1, CSM 5785; then northwesterly to the intersection of the northwesterly line of STH 28 and the West line of the SE 1/4 SW 1/4 of said Section 22; then North along the West line of the SE 1/4, SW 1/4 and NE 1/4 SW 1/4 of said Section 22; to the NW corner of NE 1/4, SW 1/4, of said Section 22; then East along the north line of NE 1/4, SW 1/4, of said Section 22 to the point of beginning.

Excepting therefrom, the Village of Kekoskee, Dodge County, as described in Corporate Boundaries filed February 21, 2005:

The Village of Kekoskee located in Sections 2, 3, 10, and 11 all in Township 12 North, Range 16

East, Dodge County Wisconsin, the boundary being more particularly described as follows: Commencing at the 1/4 corner between Sections 10 and 11, T12N, R16E, then westerly along the south line of the SE1/4, NE1/4 of said Section 10, to the west right of way line, of County Trunk Highway "Y", and the point of beginning for this description; from said point of beginning, then south along the west right of way line of County Trunk Highway "Y" a distance of 661.63 feet to a point; then easterly along a line parallel with the north line of NE1/4, SE1/4 of said Section 10, to a point in the west line of the SE1/4 of said Section 10, then easterly along the south line of the North 1/2 of the NW1/4 of the SW1/4 of said Section 11, to a point in the east line of the NW1/4 of the SW1/4 of said Section 11; then northerly along the east line of the North 1/2 of the NW1/4 of the SW1/4 of said Section 11, to a point in the south line of the NW1/4 of said Section 11; then northerly along the east line of the SW1/4 of the NW1/4 of said Section 11 to the northeast corner of said 1/4, 1/4 Section; then westerly along the north line of said SW1/4 of the NW1/4 of said Section 11, to a point located 495 feet (30 rods) east of the west line of the NW1/4 of said Section 11; then northerly along a line parallel with the west line of the NW1/4 of said Section 11, a distance of 198 feet (12 rods) to a point; then westerly along a line parallel with the south line of the NW1/4 of the NW1/4 of said Section 11, to a point located 165 feet (10 rods) east of the west line of the NW1/4 of said Section 11; then north along a line parallel with and 165 feet (10 rods) east of the west line of the NW1/4 of said Section 11, to a point in the north line of the NW1/4 of said section 11; then northerly along a line parallel with and 165 feet (10 rods) east of the SW1/4 of the SW1/4 of said Section 2, a distance of 1155 feet to a point; then westerly along a line parallel with the north line of the SW1/4 of the SW1/4 of said Section 2, to a point in the west line of the SW1/4 of said Section 2; then westerly along a line parallel with the north line of the SE1/4 of the SE1/4 of said Section 3, to a point in the west right of way line of County Trunk Highway "Y"; then southerly along the west right of way line of County Trunk Highway "Y", to a point in the north line of the south 876.84 feet of the SE1/4 of the SE1/4 of said Section 3; then westerly along the north line of the south 876.84 feet of the SE1/4 of the SE1/4 of said Section 3, to a point in the east bank of the Rock River; then southwestwardly along the east bank of the Rock River, to the west line of the SE1/4 of the SE1/4 of said Section 3; then northerly along the west line of the SE1/4 of the SE1/4 of said Section 3, to a point in the center of the Rock River; then southwestwardly and southerly along the center of the Rock River, to a point in the south line of the SE1/4 of said Section 3; then westerly along the south line of the SE1/4 of said Section 3, to a point in the east right of way line of Kummerow Road; then southeasterly along the east right of way line of Kummerow Road to a point in the north right of way line of County Trunk Highway "TW"; then northeasterly along the said northerly right of way line of County Trunk Highway "TW", a distance of 26.90 feet to a point; then southeasterly, a distance of 72.66 feet to a point in the centerline of County Trunk Highway "TW", said point being the northerly projection of the centerline of an abandoned public highway, as such public highway existed on the 9th day of October, 1929; then southeasterly to the intersection of the southerly right of way line of County Trunk Highway "TW" and the westerly right of way line of a public road, shown as the western boundaries of Lots 1, 2, 3, and 4 of Dodge County Certified Survey Map 1361, as recorded in Volume 9 at page 257; then southerly along the west line of said public road to a point in the south line of the North 1/2 of the NE1/4 of said Section 10; then easterly along the south line of the North 1/2 of the NE1/4 of said Section 10 and also the south line of Lot 4 of said CSM 1361, to a point in the west bank of the Rock River; then northerly along the west bank of the Rock River, a distance of 213.6 feet to a point; then southeasterly crossing the Rock River to a point in the east bank being, the northwest corner of Lot 1, Dodge

County Certified Survey Map 358, recorded in Book 6 at Page 112; then southerly along the east bank of the Rock River, to the southeast corner of Lot 3 in said CSM 358; then easterly along the southerly line of Lot 3 of said CSM 358, a distance of 453 feet to a point; then northerly along a line being a part of the southerly boundary of Lot 3 of said CSM 358 a distance of 260 feet to a point; then easterly along the southerly line of Lot 3 of said CSM 358, a distance of 519.41 feet to the westerly right of way line of County Trunk Highway "Y"; then southerly along the westerly right of way line of County Trunk Highway "Y" to a point in the south line of the NE1/4 of said Section 10 and point of beginning for this description.

INTENDING TO DESCRIBED ALL THOSE LANDS CURRENTLY LOCATED IN THE TOWN OF WILLIAMSTOWN AND EXCLUDING ALL THOSE PARTS CURRENTLY LOCATED IN THE CITY OF MAYVILLE, THE CITY OF HORICON AND THE VILLAGE OF KEKOSKEE.

RESOLUTON APPROVING COOPERATIVE PLAN
WITH THE VILLAGE OF KEKOSKEE

Recitals

WHEREAS, Wis. Stat. § 66.0307 authorizes adjoining municipalities to modify the boundaries between themselves upon adopting, and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of Wis. Stat. § 66.0307; and

WHEREAS, in 2015, the Village of Kekoskee notified the Town that it was unable to constitute a Board of Trustees and that it intended to dissolve under Wis. Stat. § 61.187; and

WHEREAS, between that time and the present, the Town and Village met several times to explore various options for the long term health, welfare, and safety of the citizens of the Town and Village. As a result of those meetings, the Town and Village determined that the appropriate approach is to enter into a cooperative plan under Wis. Stat. § 66.0307 to attach the entirety of the Town to the Village; and

WHEREAS, the cooperative plan prepared by the Town and Village has the general purpose of guiding and accomplishing a coordinated and harmonious development of the territory covered by the plan in order to best promote the public health, safety, and general welfare; and

WHEREAS, the Town and Village held a joint hearing on the proposed cooperative plan on December 6, 2017; and

WHEREAS, the Town and Village have received comments on the plan during the public hearing and during the subsequent comment period and have considered those comments; and

WHEREAS, the purpose of this resolution is to approve the cooperative plan as described in Wis. Stat. § 66.0307.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Williamstown does hereby approve the cooperative plan, a copy of which is attached hereto and incorporated by reference, as defined in Wis. Stat. § 66.0307; and

FURTHER RESOLVED, that the proper Town officials are hereby authorized to take all other necessary and appropriate action consistent with this resolution and Wis. Stat. § 66.0301

Adopted this 22nd day of January, 2018

Attest: Mary Dessereau
Mary Dessereau, Town Clerk

TOWN OF WILLIAMSTOWN

By: Don Hilgendorf
Don Hilgendorf, Chairperson

**INTERGOVERNMENTAL COOPERATIVE PLAN
BETWEEN THE TOWN OF WILLIAMSTOWN
AND THE VILLAGE OF KEKOSKEE**

The Town of Williamstown, a Wisconsin town located in Dodge County, Wisconsin (“Town”) and the Village of Kekoskee, a Wisconsin municipal corporation, located in Dodge County, Wisconsin (“Village”) hereby enter into this Intergovernmental Cooperative Plan (“Plan”) under the authority of Wis. Stat. § 66.0307.

Recitals

- A. The Village was incorporated in 1958 from territory that had previously been part of the Town.
- B. Between 1958 and the present, the Village has existed and operated as a Wisconsin village under Chapter 61 of the Wisconsin Statutes.
- C. In 2015, the Village notified the Town that it was having difficulty seating a full Village Board. The Village notified the Town that, as a result, it was considering dissolving under Wis. Stat. § 61.187.
- D. Between 2015 and the present, the Town and Village met several times to explore various options to respond to the Village’s inability to seat a full Board.
- E. As a result of those meetings, the Town and Village determined that the appropriate approach is to enter into a cooperative plan under Wis. Stat. § 66.0307 to attach the entirety of the Town to the Village, which will allow the Village to seat a full Board.
- F. The parties have further determined that the attachment and other arrangements described in this Plan will serve the purposes described in Wis. Stat. § 66.0307(3)(b) by building and accomplishing coordinated, adjusted, and harmonious development of the territory covered by the Plan in a manner that best promotes the public health, safety, morals, order, convenience, prosperity, and general welfare, as well as achieving efficiency and economy in the performance of governmental functions.
- G. Wis. Stat. § 66.0307(2)(a) through (d) require that cooperative plans be organized around “options” for future boundary changes. These options specify how boundary changes will occur under the cooperative plan. This Plan is organized around the option described in Wis. Stat. § 66.0307(2)(a), which allows a cooperative plan to provide that specified boundary line changes shall occur during the planning period and the approximate dates by which the changes shall occur.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

Section 1: Participating Municipalities.

The Town and Village, whose respective boundaries as of the effective date of this Plan are shown on the map attached as **Exhibit A**, enter into this Plan under the authority of Wis. Stat. § 66.0307.

Section 2: Contact Persons.

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

For the Town: Town Chairperson, Don Hilgendorf

For the Village: Village Board President, Lloyd Lechner

Section 3: Territory Subject to the Plan.

This Plan will, in certain respects, affect the entire territory currently located in the Town and Village. The territory subject to a change of jurisdiction under this Plan is identified as "Town of Williamstown" on the map attached as **Exhibit A**.

Section 4: Purposes.

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 participating municipality's comprehensive plan. The parties have further identified the following specific purposes of this Plan:

- (a) To resolve the Village's inability to seat a full Village Board by increasing the geographic area from which Village Board members may be appointed or elected, as appropriate, to include the entire area currently located in the Town.
- (b) To increase governmental efficiency through the sharing of services that had been provided separately by the Town and Village, and to eliminate duplicative or unnecessary expenditures.
- (c) To establish future boundaries that protect territory currently located in the Town from annexation by neighboring municipalities.

- (d) To assure orderly development by combining the land use planning, development, and zoning functions of the Town and Village.

Section 5: Consistency with Comprehensive Plans.

Currently, the Town of Williamstown maintains a Comprehensive Plan developed under Wis. Stat. § 66.1001 entitled “*Town of Williamstown Smart Growth Comprehensive Plan: 2004 - 2023*.” The Town has initiated the process of updating this plan. The Village of Kekoskee has not developed a comprehensive plan under Wis. Stat. § 66.1001 because it does not have in effect any of the ordinances identified in Wis. Stat. § 66.1001(3).

The parties agree that as soon as practicable upon completion of the Boundary Change, a new comprehensive plan consistent with Wis. Stat. § 66.1001 will be developed for the successor municipality. The parties intend that the new comprehensive plan will consist primarily of the current and modified version of the *Town of Williamstown Smart Growth Comprehensive Plan: 2004-2023* with updates of graphs, tables, maps and other information as necessary. In drafting the new comprehensive plan, the area consisting of the former Village of Kekoskee will be included. The comprehensive plan will guide village leaders in achieving harmonious development within the new village borders.

Section 6: Boundary Change.

The boundary line between the Town and Village as of the effective date of this Agreement is depicted on the attached **Exhibit A**. As soon after the effective date as practicable, the boundaries shall be adjusted to those depicted on the attached **Exhibit B** (the “Boundary Change”). Specifically, the Boundary Change will involve the attachment by the Village of all territory located in the Town as of the effective date of the Plan. A legal description of that territory is attached as **Exhibit C**. The Boundary Change shall be accomplished through the adoption by the Village of an attachment ordinance under Wis. Stat. § 66.0307(10). The attachment ordinance shall be filed and recorded in the manner described in Wis. Stat. § 66.0307(10).

In accordance with Wis. Stat. § 66.1105(4)(g)(1), this Plan constitutes a cooperative boundary agreement, and the Village will not be prohibited by that section from exercising TIF authority in the territory subject to this Plan for any period of time.

Section 7: Name Change.

As soon as practicable upon completion of the Boundary Change, the Village will take those actions necessary to change its name from “Village of Kekoskee” to “Village of Williamstown.” This action shall be a change of name only and will not constitute a change in legal status or change of entity for purposes of the Village’s status as party to any contract or for any other purposes.

Section 8: Transition Period.

The period of time between the effective date of this Plan and the seating of the new Village Board pursuant to Section 9 hereof shall be known as the "Transition Period."

During the Transition Period, neither the Town nor the Village may, without the prior written consent of the other:

- (a) Incur debt, other than refinancing of existing indebtedness.
- (b) Make any capital expenditure in excess of \$1,000.
- (c) Enter into or renew any contract with a term longer than one year.
- (d) Discharge any employee.
- (e) Hire any new employee other than to fill vacancies.
- (f) Act on any annexation petition affecting territory subject to this Plan.
- (g) Exercise any authority within the Village's extraterritorial zoning or land division jurisdiction relating to any part of the territory subject to this Plan.
- (h) Create a tax incremental district.
- (i) Apply for a grant.

Section 9: Post-Boundary Change Village Board.

The current Town Board consists of three Supervisors, one of whom serves as Town Chairperson. The current Village Board consists of three Trustees, one of whom serves as Village Board President.

The parties agree that as soon as practicable upon completion of the Boundary Change, the current Village Board members will sequentially resign from their respective positions, and the remaining Village Board members will appoint the current Town Board members as the resignees' replacements. It is the intent of this Section that upon completion of this process, the current Town Board members will serve as Village Board members, with the current Town Chairperson serving as Village Board President. This Plan is void if this transition does not occur as described herein, unless both parties agree in writing otherwise.

The parties further agree that as soon as practicable upon the effective date of this Plan, the current Village Clerk and Village Treasurer will resign from their respective positions, and

the Village Board will appoint the current Town Clerk and Town Treasurer as their replacements.

After the initial appointments described in this section, all Village officer positions will be filled by either election or appointment, as appropriate pursuant to applicable law.

Section 10: Village Staff.

Upon completion of the Boundary Change, the Village will make a reasonable attempt to continue the employment of all employees employed by the Village prior to the Boundary Change. All Village employees will be employed on an at-will basis.

Section 11: Property.

Upon completion of the Boundary Change, all real, personal, and intangible property currently owned by the Town will become the property of the Village. The Town and Village will, without further consideration, execute all documents and take all other action necessary to transfer title of such property to the Village. All property currently owned by the Village will remain owned by the Village upon completion of the Boundary Change. The Village will execute all documents and take all other action necessary to reflect its name change on all title documents.

Section 12: Budgeting.

The Town and Village have adopted separate 2018 budgets. Upon completion of the Boundary Change, the Village will, at its option, either aggregate the Town's and Village's 2018 budgets to form the Village budget for the remainder of 2018 or the Village will amend its 2018 budget to reflect the Boundary Change.

Section 13: Apportionment of Assets and Liabilities.

Pursuant to Wis. Stat. § 66.0235, the Town and Village agree that upon completion of the Boundary Change, all assets and liabilities of the Town shall become assets and liabilities of the Village. The Town and Village further agree, without further consideration, to take all actions and execute all documents necessary to accomplish this transfer of assets and liabilities.

Section 14: Planning and Zoning.

As soon as practicable upon completion of the Boundary Change, the Village will establish a Plan Commission and Board of Appeals as well as policies and practices to administer planning and zoning functions within the Village. The Village shall also establish the position and administrative functions of a Zoning Administrator.

Section 15: Ordinances.

As soon as practicable upon the Boundary Change, the Village will adopt a new Code of Ordinances intended to consolidate the current Town and Village ordinances into a single Code and to eliminate duplicative and obsolete ordinances. The parties intend that the new Code of Ordinances will consist primarily of current or modified versions of the Town's current ordinances. However, the parties also recognize that certain existing Village ordinances will be incorporated into the new Code, whether for policy reasons or to meet legal requirements applicable to villages.

The Village is currently un-zoned, while the Town has in effect its own Town zoning ordinance which has been certified by the Wisconsin Department of Agriculture, Trade & Consumer Protection for the purposes of maintaining farmland preservation tax credits for qualifying land owners. Upon completion of the Boundary Change, the Village will amend the zoning ordinance to create a new zoning district intended to apply to the currently un-zoned area comprising the current Village. In drafting the new zoning district, the Village will consider the extent to which the new district will render properties currently located in the Village nonconforming. The Village will also adopt a shoreland zoning ordinance applicable to all territory located within the Village's shoreland zoning jurisdiction.

The ordinance shall also include provisions for the establishment of a Village Plan Commission and Board of Appeals along with policies and practices required to administer the ordinance as identified in Section 14: Planning and Zoning.

After the adoption of the new Code of Ordinances, the Village shall have sole discretion concerning the adoption, repeal, or amendment of ordinances.

Section 16: Law Enforcement, Fire Protection, and Ambulance Services.

Upon completion of the Boundary Change, the Village will continue contracting for law enforcement, fire protection, and ambulance services from third parties.

Section 17: Public Works and Utilities.

All public works and related services that were provided by the Town or Village prior to the Boundary Change shall thereafter be provided by the Village, either directly or through contracts with third parties. These public works and related services include, but are not limited to, road maintenance, snowplowing, ditch and culvert work, wood chipping, signage, stormwater management projects, mowing, salting, maintenance of the Valley Street and Elm Street lift stations, and other regular and special maintenance activities.

Section 18: Property Assessment and Board of Review.

The Town and Village shall each assess properties located in their respective territories as of January 1, 2018 in the ordinary course. However, all taxes certified to the Town or required by law to be certified against territory that was located in the Town as of January 1, 2018 shall, upon completion of the Boundary Change, be included in the Village's budget and shall be levied against that territory by the Village as if the territory were located in the Village as of January 1, 2018.

If the Boundary Change is not complete as of the time the Town and Village conduct their respective 2018 Open Book and Board of Review proceedings, the Town and Village shall conduct those proceedings separately, and upon completion of the Boundary Change, the Village shall be bound to any adjustments to property assessments made by the Town through Open Book or Board of Review.

If, however, the Boundary Change occurs before the parties have conducted Open Book and Board of Review proceedings, the Village shall perform Open Book and Board of Review functions for all territory subject to this Plan, regardless of the territory's location as of January 1, 2018.

Section 19: Recycling and Waste Disposal.

The Town and Village are presently parties to separate contracts with a private recycling and waste disposal service provider to provide such services to their respective residents. Upon completion of the Boundary Change, the Village will provide for recycling and waste disposal services to all territory subject to this Plan. However, nothing in this Plan limits the Village's authority to modify the manner of recycling and waste disposal within the Village thereafter.

Section 20: Stormwater Management.

Upon completion of the Boundary Change, the Village will adopt ordinances regulating construction site and post-construction stormwater management to the extent such ordinances are required by law and to the extent the Village is not governed by the County's construction site and post-construction stormwater management ordinances.

Section 21: Land Information.

The Dodge County Land Information Division has responsibility for all GIS mapping and services including maintenance of the building numbering program, tax parcel mapping, maintenance of the Public Land Survey System (PLSS), survey services, tax assessment and property description functions. Other information provided by the Division includes aerial photos, streets, water, most public facilities, elevation, civil boundaries, voting wards, soils, parks, railroads, trails, right-of-ways, zip codes, wetlands and floodplains. In 2012, the Land

Information Division reaffirmed its commitment to work closely with all County Offices, Departments, local municipalities, state and federal agencies whose activities rely on the use of land records.

The parties intend that upon completion of the Boundary Change, there will be no change in the Dodge County Land Information Division providing the above-referenced land information services and functions to the Village. In addition, the Village will maintain all land use and zoning information layers which are not typically provided by the Dodge County Land Information Division for incorporated communities to administer Section 14: Planning and Zoning.

Section 22: Address System.

All properties located in the Town of Williamstown as of the effective date of this Agreement will maintain their current rural grid-system address after the Boundary Change. Similarly, all properties located in the Village of Kekoskee as of the effective date of this Agreement will maintain their current village address system after the Boundary Change.

Section 23: Elections.

The parties will work with the State of Wisconsin, including, but not limited to, the Wisconsin Elections Commission, and with Dodge County, to take all action necessary in preparation for the administration of federal, state, and local elections in the Village following the Boundary Change. These actions may include providing voter registration lists, establishing or modifying election wards, and designating polling places.

Section 24: Dispute Resolution.

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

- (a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:
 - (i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (ii) 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 successor.

- (iii) The mediation session shall take place within 30 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - (iv) In the event that a mediator is used, each party shall provide the mediator with a brief 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 either party to supplement such information.
 - (v) 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 the parties and with the consent of the mediator. The parties shall maintain the confidentiality of the mediation 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 the mediation proceedings.
 - (vi) The expenses of a mediator, if any, shall be borne equally by the parties.
- (b) If unresolved after (a) above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator they will request a 5-person panel list from the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration, or his successor. Each party will have two strikes from the 5-person panel. The parties may agree to an alternative method for the selection of a single arbitrator.
 - (c) Each party will be responsible for its own fees of arbitration including attorneys' fees and expert fees.
 - (d) The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award of the arbitrator is final and binding, and shall be enforceable by law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings, unless the parties agree on different arbitration procedures.
 - (e) The parties agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that the failure to institute arbitration proceedings

within such periods shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

Section 25: Severability

The provisions of this Agreement 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 this Agreement, which can be given lawful effect without the invalid or unconstitutional provisions or application.

Section 26: Planning Period.

The planning period shall be 10 years.

Section 27: Miscellaneous.

- (a) No Third-Party Beneficiary. This Plan is intended to be solely between the Town and Village. 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 party to this Plan any legal or equitable rights whatsoever.
- (b) Administration. This Plan shall be administered on behalf of the Town by the Town Chairperson or designee, and on behalf of the Village by the Village President or designee.
- (c) 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.
- (d) Binding Effect. This Plan shall bind and accrue to the benefit of all successors of the Town and Village and be binding on the parties' successive governing bodies.
- (e) No Challenges. The parties hereby waive any right each may have to commence or maintain any action or proceeding to contest, invalidate, or challenge this Plan or any of the actions required or contemplated by this Plan.
- (f) Third-Party Actions. In the event of a court action by a third party challenging the validity or enforceability of this Plan, both parties shall cooperate to vigorously defend this Plan. If only one party is named in the relevant action, the other party will seek to intervene and the named party will support such intervention. No settlement of any such action is permitted without the approval of the governing bodies of both municipalities.

The Village is a party to an agreement with the Town of LeRoy Sanitary District creating a Joint Wastewater Commission. Nothing in this Plan is intended to modify the terms and conditions of the Village's agreement with the Town of LeRoy Sanitary District with regard to the creation and operation of the Joint Wastewater Commission. This Plan may be declared null and void at the option of the Village if the Boundary Change and name change pursuant to this Plan materially and adversely affect the terms and conditions or enforceability of the agreement, including without limitation, the Joint Wastewater Commission's contractual relations with the City of Mayville.

The Town is a party to a Negotiated Agreement concerning the Advanced Disposal Services Glacier Ridge Landfill. By its terms, the Negotiated Agreement is binding upon all of its parties' legal successors. The Town and Village intend that after the Boundary Change and name change described in this Plan, the Village shall be the Town's legal successor for purposes of the Negotiated Agreement and shall have all rights and be bound by all obligations existing thereunder. This Plan may be declared null and void at the option of the Town if the Negotiated Agreement is terminated because of the Boundary Change and name change described in this Plan.

- (g) References. Any references to a particular agency, organization, or official shall be interpreted as applying to any successor agency, organization, or official to which the contemplated functions are transferred. Except as expressly stated otherwise, any reference in this Plan to a particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.
- (h) 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.
- (i) Amendment. The procedure for amending this plan shall be that set forth in Wis. Stat. § 66.0307(8).
- (j) Continued Enforceability. The enforceability of this Plan is not affected by statutory amendments, changes in the forms of Village or Town government, or changes in Village or Town elected officials. Furthermore, this Agreement shall be construed to be binding upon the parties' respective successors, agents, and employees.
- (k) Performance Standard. This Plan requires the parties to act or to refrain from acting on a number of matters. The parties acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld, delayed, or conditioned.

- (l) 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.

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

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VILLAGE OF KEKOSKEE

The undersigned officers of the Village of Kekoskee have executed this Agreement pursuant to a duly-adopted resolution of the Village Board dated 1/22/2018.

By: [Signature]
Village President

Date: 1/22/2018

By: [Signature]
Village Clerk

Date: 1/22/2018

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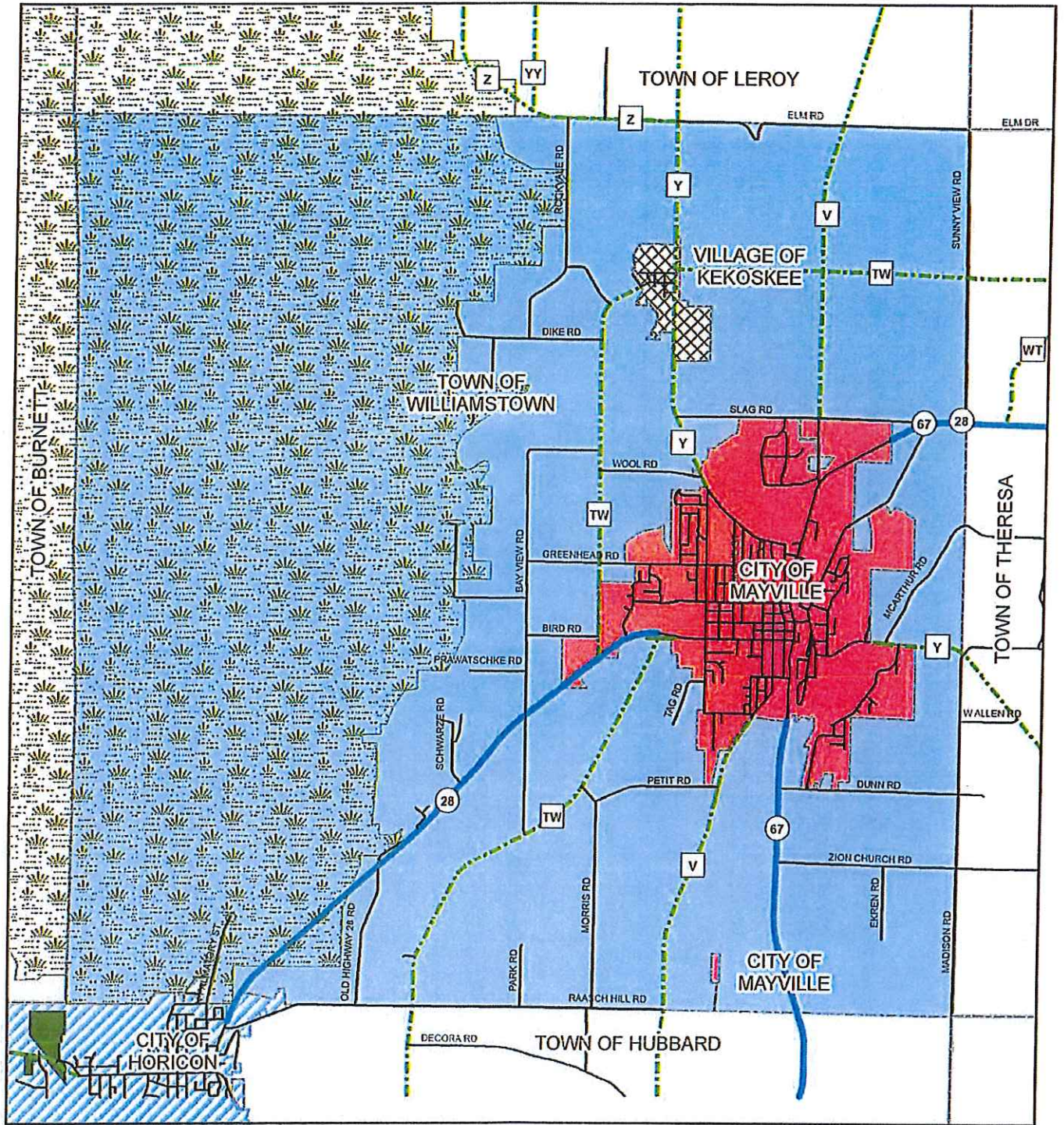
TOWN OF WILLIAMSTOWN

The undersigned officers of the Town of Williamstown have executed this Agreement pursuant to a duly-adopted resolution of the Town Board dated 1/22/2018.

By: Donald Fitzgerald Date: 1-22-18
Town Chairperson

By: Mary Desjardins Date: 1/22/2018
Town Clerk




[This area left blank intentionally.]



LEGEND

 HORICON MARSH

ROAD CLASSIFICATION

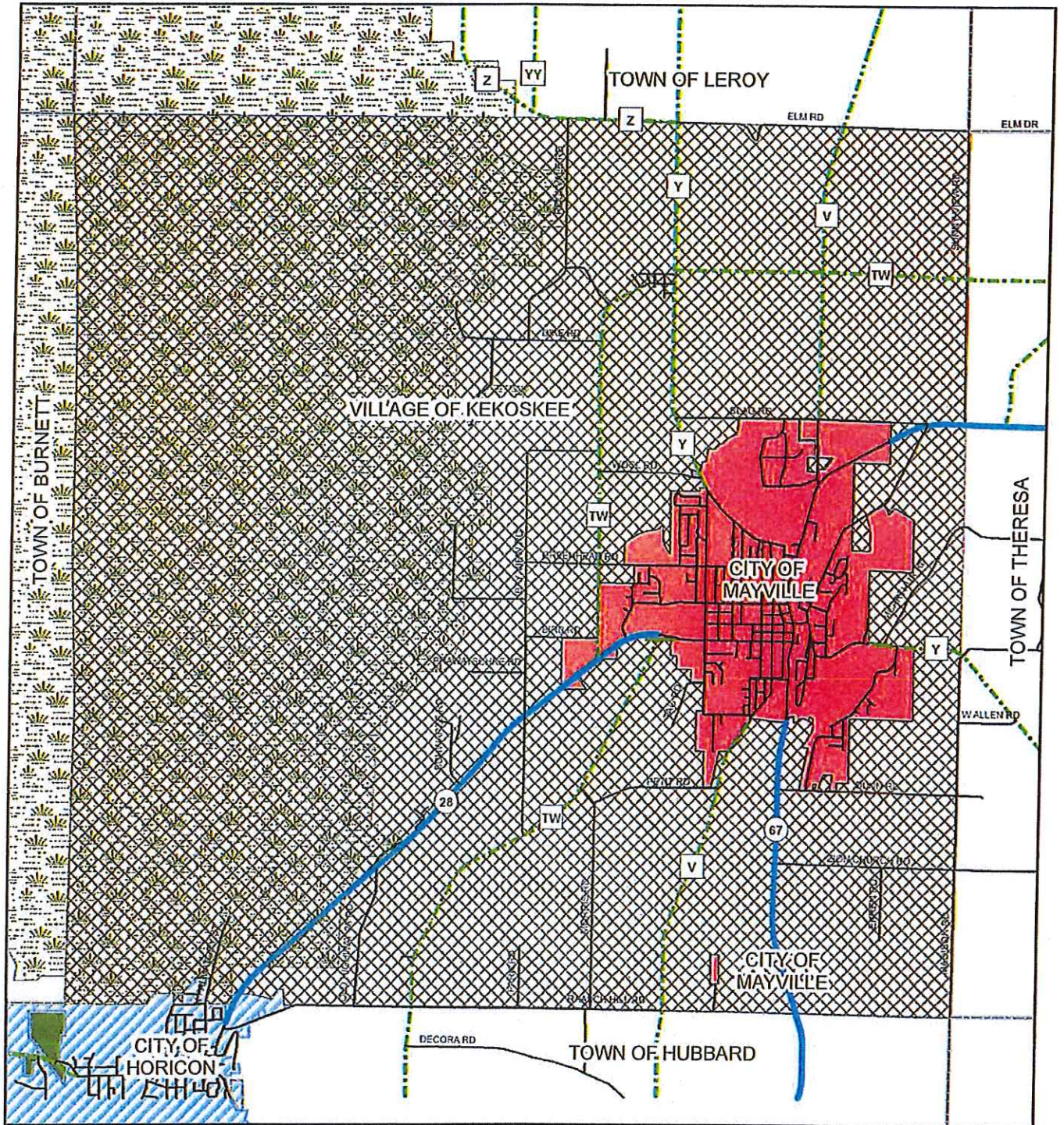
-  LOCAL ROAD
-  COUNTY ROAD
-  STATE HIGHWAY

MUNICIPALITY

-  CITY OF MAYVILLE
-  VILLAGE OF KEKOSKEE
-  TOWN OF WILLIAMSTOWN
-  CITY OF HORICON
-  TOWN OF OAK GROVE

EXHIBIT A





LEGEND

HORICON MARSH

ROAD CLASSIFICATION

— LOCAL ROAD
 - - - COUNTY ROAD
 — STATE HIGHWAY

VILLAGE OF KEKOSKEE AFTER BOUNDARY CHANGE

MUNICIPALITY

VILLAGE OF KEKOSKEE
 CITY OF MAYVILLE
 CITY OF HORICON
 TOWN OF OAK GROVE

EXHIBIT B



EXHIBIT C
DESCRIPTION OF LANDS TO BE TRANSFERRED FROM
TOWN OF WILLIAMSTOWN TO VILLAGE OF KEKOSKEE
PURSUANT TO BOUNDARY LINE ADJUSTMENT

ALL LANDS LOCATED IN TOWNSHIP 12 NORTH, RANGE 16 EAST, DODGE COUNTY, WISCONSIN, ALL IN THE TOWN OF WILLIAMSTOWN.

Excepting therefrom, that part of the City of Horicon, as described in Corporate Boundaries filed January 2, 2004, located in Section 31 and 32, T. 12 N., R. 16 E., Dodge County, Wisconsin, that lays North of the South lines of said Section 31 and 32, and south of a line more particularly described as follows:

Commencing at the S 1/4 corner of Section 32, T. 12 N., R. 16 E.; then S. 88° 58' 53" W., along the South line of said Section 32, 201.07 feet to the centerline of Raasch's Hill Road; then S. 66° 57' 45" W., along said centerline, 312.49 feet to the real point of beginning; then N. 8° 10' 15" W., 742.15 feet; then S. 82° 40' 30" W., 196.55 feet; then S. 23° 53' 30" W., 407.43 feet; then N. 80° 28' 30" W., 868.60 feet; then N. 88° 56' 30" W., 375.65 feet to the centerline of S.T.H. "28"; then southwesterly, along said centerline, along a 844.24 foot arc of a curve to the left having a 3819.63 foot radius and being subtended by a 842.53 foot chord bearing S. 25° 49' 40" W.; then S. 19° 29' 45" W., continuing along said centerline, 303.42 feet to the East line of Section 6, T. 11 N., R. 16 E.; then N. 2° 27' 54" W., along said East line, 635.44 feet to the NE corner of Section 6; then S. 88° 06' 05" W., along the North line of Section 6, 719.29 feet to the East line of N. Palmatory Street; then N. 3° 16' 20" W., along said East line, 51.79 feet; then N. 11° 45' 48" E., continuing along said East line, 2632.78 feet; then N. 24° 25' 48" E., continuing along said East line, 323.56 feet to a point on the South boundary of the Wisconsin Department of Natural Resources Headquarters parcel; then N. 73° 00' 48" E., 40.60 feet; then N. 88° 40' 48" E., 149.90 feet; then N. 17° 20' 48" E., 165.00 feet; then N. 32° 49' 12" W., 86.20 feet; then N. 58° 49' 12" W., 104.00 feet; then S. 62° 30' 48" W., 90.60 feet; then S. 88° 50' 48" W., 52.40 feet; then S. 36° 10' 48" W., 167.40 feet; then S. 35° 24' 12" E., 124.80 feet to the West line of N. Palmatory Street; then S. 24° 25' 48" W., along said West line, 324.25 feet; then S. 11° 45' 48" W., continuing along said West line, 1787.37 feet to the North line of Sunset Vue Subdivision; then S. 87° 53' 48" W., along said North line, 555.88 feet; then N. 2° 02' 12" W. along said North line, 0.47 feet; then S. 87° 51' 48" W., continuing along said North line, 29.20 feet; then S. 37° 02' 48" W., 629.54 feet; then S. 88° 41' 50" W., 226.40 feet; then S. 0° 21' 12" E., 81.60 feet; then N. 87° 53' 48" E., 198.00 feet; then S. 0° 27' 12" E., 324.24 feet to the South line of Section 31, T. 12 N., R. 16 E.; then S. 88° 06' 05" W., along said South line, 325.83 feet; then N. 1° 56' 29" W., 398.07 feet; then S. 86° 36' 48" W., 720 feet more or less to the easterly bank of the Rock River; then southerly, along said easterly bank, 440 feet more or less to the South line of Section 31; then S. 88° 42' 46" W., along said South line, 3019.20 feet, to the SW corner of Section 31, T. 12 N., R. 16 E.

Excepting therefrom, the City of Mayville, Dodge County, as described in Corporate Boundaries filed December 12, 2014:

Commencing at the SE Corner of Section 15, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Thence N. 0° 33' 25" W., 400.94 feet, to the Point of

Beginning; Thence N. 34° 28' 23" W., 423.72 feet; Thence N. 15° 10' 35" W., 142.33 feet; Thence N. 0° 11' 32" W., 449.97 feet; Thence N. 1° 19' 06" E., 56.93 feet; Thence S. 88° 19' 44" W., 77.66 feet; Thence S. 34° 21' 37" W., 96.62 feet; Thence S. 64° 28' 25" W., 122.47 feet; Thence S. 81° 11' 42" W., 448.71 feet; Thence S. 64° 08' 52" W., 276.75 feet; Thence S. 53° 14' 48" W., 469.90 feet; Thence S. 28° 17' 40" W., 152.03 feet; Thence S. 3° 02' 50" E., 672.09 feet (To the south line of the SE 1/4 of Section 15); Thence S. 0° 11' 41" E., 660.70 feet; Thence West 1,287 feet (±) to the Easterly R.O.W. line of C.T.H. "TW"; Thence South along said Easterly R.O.W. line to the South line of the NE 1/4 of Section 22; Thence East 900 feet (±) along the South line of the NE 1/4 of Section 22 to the Northerly R.O.W. line of STH "28"; Thence Northeasterly along said R.O.W. being the arc of a curve to the right with a radius of 2,391.83 feet, a distance of 1,075 feet, Thence Easterly, 200.33 feet (Along the Northerly Right-of-Way of S.T.H. "28" with a chord line of S. 89° 50' 17" E., 200.29 feet); Thence S. 2° 54' 30" E., 311.21 feet; Thence N. 88° 02' 30" E., 515.11 feet; Thence S. 3° 11' 30" E., 534.65 feet; Thence N. 88° 02' 30" E., 227.21 feet; Thence S. 3° 11' 30" E., 475.35 feet; Thence N. 88° 02' 30" E., 534.03 feet; Thence S. 0° 18' 27" E., 362.74 feet; Thence S. 89° 24' 14" E., 470.08 feet (To the Westerly Right-of-Way line of Clark Street); Thence S. 2° 24' W., 633.85 feet (Along the Westerly Right-of-Way line of Clark Street); Thence S. 0° 12' E., 400.00 feet (Along the Westerly Right-of-Way Line of Clark Street); Thence West, 234.00 feet; Thence S. 0° 25' 12" E., 125.00 feet; Thence S. 0° 39' 14" E., 1,318.72 feet; Thence N. 89° 45' 54" E., 300 feet; Thence continuing S. 00° 39' 14" E., 436.91 feet; Thence S. 0° 53' 20" E., 880.60 feet; (To the Northerly Right-of-Way of Petit Road); Thence N. 89° 12' 40" E., 213.50 feet; Thence S. 89° 57' 02" E., 45.60 feet; Thence N. 11° 40' 32" E., 1,309.03 feet (To the South line of the NE 1/4 of the NW 1/4 of Section 26); Thence N. 89° 56' 30" E., 368.72 feet (along said South line to the Southeasterly Right-of-Way line of John Street). Thence N. 33° 39' E., 1,455.70 feet (Along the Southeasterly Right-of-Way line of John Street); Thence S. 83° 52' E., 756.96 feet; Thence S. 83° 30' E., 570 feet (To Westerly edge of the Rock River); Thence Northerly, 240 feet (Along the Westerly edge of the Rock River to the North line of Section 26); Thence East, 170 feet (Along the North line of Section 26 to the Easterly edge of the Rock River); Thence Southeasterly, 1,800 feet (Along the Northeasterly edge of the Rock River to a position which is East, 362.99 feet of the N.W. corner of Section 25 and South of the North Line); Thence South, 270 feet (To the Southerly edge of the Rock River and to the Northwest corner of Lot 5, Block 4, Golf View Estates); Thence Westerly, 370 feet (Along the Southerly edge of the Rock River); Thence S. 29° 15' W., 625 feet; Thence S. 8° 45' W., 90.00 feet; Thence S. 88° 06' 31" E., 171.59 feet; Thence S. 10° 26' 16" W., 1,552.66 feet (To the East-West 1/4 line of Section 26 and the Centerline of Dunn Road); Thence S. 88° 29' 35" E., 437.67 feet; Thence N. 9° 58' 39" E., 252.83 feet; Thence S. 88° 20' 30" E., 115.00 feet; Thence S. 9° 55' 45" W., 252.83 feet (To the Centerline of Dunn Road); Thence S. 88° 20' 30" E., 100.12 feet (Along said centerline); Thence N. 10° 42' 30" E., 133.99 feet; Thence N. 19° 21' 30" E., 474.87 feet; Thence S. 88° 20' 30" E., 310.41 feet; Thence S. 7° 17' 30" W., 587.56 feet (To the Centerline of Dunn Road); Thence S. 88° 20' 30" E., 251.52 feet; Thence N. 0° 14' 30" E., 315.00 feet; Thence S. 88° 20' 30" E., 416.00 feet; Thence N. 0° 14' 30" E., 1,187.77 feet; Thence N. 0° 26' 45" E., 300 feet; Thence N. 1° 25' W., 850.28 feet (Along the East line of the N.W. 1/4 of the N.W. 1/4 of Section 25); Thence East, 2,310 feet (Along the South line of Section 24); Thence North, 2,650 feet (To the Centerline of German Street); Thence N. 2° 25' 16" E., 90 feet (To the Northerly Right-of-Way Line of German Street); Thence Westerly, 362.76 feet (Along the Northerly Right-of-Way Line of German Street on a chord line of N. 86° 39' 54" W. 362.74 feet); Thence N. 85° 45' 03" W.,

596.37 feet (Along the Northerly Right-of-Way Line of German Street); Thence S. 4° 14' 57" W., 40 feet; Thence N. 85° 45' 03" W., 713.00 feet (Along the Northerly Right-of-Way Line of German Street); Thence North along the East line of the West 1/2 of the NE 1/4 of the NW 1/4 of Section 24 to a point 665.11 feet south of the NE corner of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 13; Thence S. 87° 49' 26" E., 655.62 feet to the south quarter corner of Section 13; Thence S. 87° 52' 57" E., 908.00 feet; Thence N. 00° 09' 49" E., 1,846.65 feet; Thence N. 57° 15' 02" W., 793.80 feet; Thence S. 45° 53' 32" W., 328.90 feet; Thence N. 20° 36' 20" W., 192.86 feet; Thence N. 43° 08' 05" W., 212.69 feet (To the centerline of N. German Road); Thence S. 57° 38' 02" W., 96.12 feet (along said N. German Road centerline); Thence S. 58° 25' 36" W., 607.36 feet (along said N. German Road centerline) Thence S. 13° 33' 40" E., 649.16 feet; Thence S. 00° 00' 31" W., 662.02 feet; Thence N. 87° 56' 17" W., 2.66 feet (to the southeast corner of the NW 1/4 of the SE 1/4 of the SW of Section 13; Thence West 660 feet (±) to the East line of the SW 1/4 of the SW 1/4 of Section 13; Thence North 3,140 feet; Thence East 1,320 feet; Thence North, 1,420 feet (To N. 1/4 corner of Section 13); Thence N. 88° 58' 01" W., 1,541.5 feet (Along the North line of Section 13, which is also the Centerline of Slag Road); Thence N. 88° 58' 01" W., 1,098.50 feet (Along the North Line of Section 13); Thence continuing along the Centerline of Slag Road and the Northerly Line of Section 14-12-16, West, 661.62 feet; Thence South 741.75 feet; Thence East, 670.06 feet (To the Easterly line of Section 14-12-16); Thence S. 0° 39' 06" E., 459.30 feet along said Easterly Line; Thence S. 88° 47' 16" E., 33.03 feet (To the East R.O.W. line of C.T.H. "V"); Thence S. 01° 07' 16" E., 168.64 feet; Thence S. 88° 47' 16" E., 513.32 feet (To the Northwesterly Railroad Right-of-Way); Thence Southwesterly along said Railroad Right-of-Way, 710.21 feet (±) (to a point which is described as follows: Commencing at the West 1/4 corner of Section 13; Thence N. 01° 07' 16" W., 580.05 feet along the West Line of the Northwest 1/4 of Section 13 to the Northwesterly Right-of-Way line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad; Thence continuing N. 01° 07' 16" W., 271.06 feet along said West line; Thence S. 88° 47' 48" E., 247.22 feet to said Railroad Right-of-Way and the point referenced); Thence N. 88° 47' 48" W., 247.22 feet to the West line of the NW 1/4 of Section 13; Thence S. 01° 07' 16" W., 91.43 feet; Thence S. 89° 04' 44" W., 165.85 feet; Thence N. 84° 15' 16" W., 213.20 feet; Thence N. 01° 07' 16" W., 482.53 feet; Thence N. 89° 30' 44" E., 377.54 feet (To the East Line of Section 14); Thence N. 01° 07' 16" W., 60.00 feet (Along the East Line of Section 14); Thence N. 89° 46' 44" W., 105 feet; Thence N. 00° 14' 35" W., 531.45 feet; Thence N. 89° 47' 57" W., 621.40 feet; Thence N. 00° 12' 03" W., 791.75 feet (To the North Line of Section 14 and centerline of Slag Road); Thence N. 89° 48' 02" W., 1,952.10 feet; Thence N. 89° 47' 03" W., 229.40 feet; Thence S. 04° 56' 00" W., 601.86 feet; Thence S. 66° 56' 00" W., 255.12 feet; Thence S. 48° 26' 00" W., 407.88 feet; Thence S. 75° 56' 00" W., 66.00 feet; Thence S. 54° 56' 00" W., 66.00 feet; Thence S. 36° 26' 00" W., 171.60 feet; Thence S. 87° 44' 15" W., 230.69 feet; Thence S. 05° 59' 14" W., 436.45 feet; Thence S. 75° 57' 52" W., 150.29 feet; Thence S. 07° 11' 41" W., 295.89 feet; Thence N. 48° 31' 31" W., 146.56 feet (Along a Meander Line to the Easterly Right-of-Way Line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 232.95 feet (Along the Easterly Right-of-Way Line of C.T.H. "Y"); Those lands lying between the meander line and the North Bank of the Rock River is excluded from the Corporate Limits. Thence N. 63° 57' 00" E., 6.00 feet; Thence S. 26° 03' 00" E., 111.00 feet; Thence Southeasterly 558.00 feet (Along the Northerly Right-of-Way Line of Kekoskee Street with a chord line of S. 32° 00' 03" E., 556.18 feet); Thence S. 51° 36' W., 51.00 feet (To the centerline of Kekoskee Street); Thence West, 238.4 feet; Thence South, 120 feet (To the North Line of S.W. 1/4 of Section 14); Thence N. 89° 23' 34" W., 1,039.56 feet (To the NW

Corner of the SW 1/4 of Section 14); Thence S. 00° 33' 16" E., 665.56 feet (Along the West Line of the SW 1/4 Section 14); Thence South, 1,980 feet, (Along the West line of Section 14 to the S.W. Corner of Section 14) and to the Point of Beginning.

Also, the following tract of land located in the E. 1/2 of S.W. 1/4 of Section 35, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Commencing at the S. 1/4 Corner of Section 35; Thence S. 89° 44' W., 750.83 feet (To the Point of Beginning); Thence N. 03°38' 45" E., 997.90 feet (From the Point of Beginning); Thence N. 89° 44' E., 65.33 feet; Thence N. 00° 16' W., 1,016.5 feet; Thence S. 89° 44' W., 300 feet; Thence S. 00° 16' E., 1,016.5 feet, Thence N. 89° 44' E., 204.61 feet; Thence S. 3° 38' 45" W., 997.90 feet (To the South Line of Section 35); Thence N. 89° 44' E., 30.06 feet (Along the South Line of Section 35 to the Point of Beginning).

Also, the following tract of land located in the N.W. 1/4 of Section 14, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; Commencing at the Northwest Corner of said Section 14; Thence N. 87° 38' 02" E., 80.86 feet (Along the north line of N.W. 1/4 of Section 14 to the Westerly Right-of-Way line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 2,338.77 feet (Along said Westerly Line to the North Line of Wool Road to the Point of Beginning); Thence N. 78° 33' 00" W., 270.88 feet (Along the Northerly Right-of-Way Line of Wool Road); Thence North 39.09 feet; Thence N. 84° 34' 09" E., 211.27 feet (Along a meander line to the Westerly Right-of-Way Line of C.T.H. "Y"); Thence S. 26° 03' 00" E., 125.62 feet (To the Point of Beginning, including those lands between the Meander line and the South Bank of the Rock River).

Also, the following lands located in the S.W. 1/4 and S.E. 1/4 of Section 22, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin; beginning at the NW corner of the SE 1/4 of Section 22, T12N R16E, Dodge County Wisconsin, from said point of beginning; then easterly along the North line of the SE 1/4 of Section 22 to the northerly right of way line of State Highway 28; then southwesterly along the northerly line of STH 28 to the East line of the West 12 acres of the North 44 rods of the NW 1/4 SE 1/4 of said Section 22; then southerly along the East line of said West 12 acres of the North 44 rods to the South line of the West 12 Acres North 44 rods of the NW 1/4, SE 1/4, of said Section 22; then West along said South line of the North 44 rods of the NW 1/4, SE 1/4, to the southeasterly right of way line of STH 28; then southwesterly along the southeasterly right of way line of STH 28 to the NE corner of Lot 1, CSM 5785; then southeasterly along the northeasterly line of Lot 1, CSM 5785 to the SE corner of Lot 1, CSM 5785; then west along the south line of Lot 1, CSM 5785 to the SW corner of Lot 1, CSM 5785; then northwesterly to the intersection of the northwesterly line of STH 28 and the West line of the SE 1/4 SW 1/4 of said Section 22; then North along the West line of the SE 1/4, SW 1/4 and NE 1/4 SW 1/4 of said Section 22; to the NW corner of NE 1/4, SW 1/4, of said Section 22; then East along the north line of NE 1/4, SW 1/4, of said Section 22 to the point of beginning.

Excepting therefrom, the Village of Kekoskee, Dodge County, as described in Corporate Boundaries filed February 21, 2005:

The Village of Kekoskee located in Sections 2, 3, 10, and 11 all in Township 12 North, Range 16

East, Dodge County Wisconsin, the boundary being more particularly described as follows: Commencing at the 1/4 corner between Sections 10 and 11, T12N, R16E, then westerly along the south line of the SE1/4, NE1/4 of said Section 10, to the west right of way line, of County Trunk Highway "Y", and the point of beginning for this description; from said point of beginning, then south along the west right of way line of County Trunk Highway "Y" a distance of 661.63 feet to a point; then easterly along a line parallel with the north line of NE1/4, SE1/4 of said Section 10, to a point in the west line of the SE1/4 of said Section 10, then easterly along the south line of the North 1/2 of the NW1/4 of the SW1/4 of said Section 11, to a point in the east line of the NW1/4 of the SW1/4 of said Section 11; then northerly along the east line of the North 1/2 of the NW1/4 of the SW1/4 of said Section 11, to a point in the south line of the NW1/4 of said Section 11; then northerly along the east line of the SW1/4 of the NW1/4 of said Section 11 to the northeast corner of said 1/4, 1/4 Section; then westerly along the north line of said SW1/4 of the NW1/4 of said Section 11, to a point located 495 feet (30 rods) east of the west line of the NW1/4 of said Section 11; then northerly along a line parallel with the west line of the NW1/4 of said Section 11, a distance of 198 feet (12 rods) to a point; then westerly along a line parallel with the south line of the NW1/4 of the NW1/4 of said Section 11, to a point located 165 feet (10 rods) east of the west line of the NW1/4 of said Section 11; then north along a line parallel with and 165 feet (10 rods) east of the west line of the NW1/4 of said Section 11, to a point in the north line of the NW1/4 of said section 11; then northerly along a line parallel with and 165 feet (10 rods) east of the SW1/4 of the SW1/4 of said Section 2, a distance of 1155 feet to a point; then westerly along a line parallel with the north line of the SW1/4 of the SW1/4 of said Section 2, to a point in the west line of the SW1/4 of said Section 2; then westerly along a line parallel with the north line of the SE1/4 of the SE1/4 of said Section 3, to a point in the west right of way line of County Trunk Highway "Y"; then southerly along the west right of way line of County Trunk Highway "Y", to a point in the north line of the south 876.84 feet of the SE1/4 of the SE1/4 of said Section 3; then westerly along the north line of the south 876.84 feet of the SE1/4 of the SE1/4 of said Section 3, to a point in the east bank of the Rock River; then southwestwardly along the east bank of the Rock River, to the west line of the SE1/4 of the SE1/4 of said Section 3; then northerly along the west line of the SE1/4 of the SE1/4 of said Section 3, to a point in the center of the Rock River; then southwestwardly and southerly along the center of the Rock River, to a point in the south line of the SE1/4 of said Section 3; then westerly along the south line of the SE1/4 of said Section 3, to a point in the east right of way line of Kummerow Road; then southeasterly along the east right of way line of Kummerow Road to a point in the north right of way line of County Trunk Highway "TW"; then northeasterly along the said northerly right of way line of County Trunk Highway "TW", a distance of 26.90 feet to a point; then southeasterly, a distance of 72.66 feet to a point in the centerline of County Trunk Highway "TW", said point being the northerly projection of the centerline of an abandoned public highway, as such public highway existed on the 9th day of October, 1929; then southeasterly to the intersection of the southerly right of way line of County Trunk Highway "TW" and the westerly right of way line of a public road, shown as the western boundaries of Lots 1, 2, 3, and 4 of Dodge County Certified Survey Map 1361, as recorded in Volume 9 at page 257; then southerly along the west line of said public road to a point in the south line of the North 1/2 of the NE1/4 of said Section 10; then easterly along the south line of the North 1/2 of the NE1/4 of said Section 10 and also the south line of Lot 4 of said CSM 1361, to a point in the west bank of the Rock River; then northerly along the west bank of the Rock River, a distance of 213.6 feet to a point; then southeasterly crossing the Rock River to a point in the east bank being, the northwest corner of Lot 1, Dodge

County Certified Survey Map 358, recorded in Book 6 at Page 112; then southerly along the east bank of the Rock River, to the southeast corner of Lot 3 in said CSM 358; then easterly along the southerly line of Lot 3 of said CSM 358, a distance of 453 feet to a point; then northerly along a line being a part of the southerly boundary of Lot 3 of said CSM 358 a distance of 260 feet to a point; then easterly along the southerly line of Lot 3 of said CSM 358, a distance of 519.41 feet to the westerly right of way line of County Trunk Highway "Y"; then southerly along the westerly right of way line of County Trunk Highway "Y" to a point in the south line of the NE1/4 of said Section 10 and point of beginning for this description.

INTENDING TO DESCRIBED ALL THOSE LANDS CURRENTLY LOCATED IN THE TOWN OF WILLIAMSTOWN AND EXCLUDING ALL THOSE PARTS CURRENTLY LOCATED IN THE CITY OF MAYVILLE, THE CITY OF HORICON AND THE VILLAGE OF KEKOSKEE.

WRITTEN COMMENTS ON COOPERATIVE PLAN

County of Dodge

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December 4, 2017

SENT VIA EMAIL AND REGULAR MAIL

Emails: tnwille@gmail.com and kekoskeeclerk@gmail.com

Mary A. Desserau, Town Clerk
Town of Williamstown
N8041 STH 67
Mayville, WI 53050

RE: Intergovernmental Cooperative Plan Between Town of Williamstown and
Village of Kekoskee

Dear Ms. Desserau:

Please accept this letter as Dodge County's written comments to the above-mentioned draft Cooperative Plan (hereafter "Plan"). Please incorporate these comments into the official record for the public hearing on December 6, 2017. These comments are compiled by county department and identify issues or convey concerns that may require a response and/or modifications to the Plan. Dodge County reserves the right to submit additional comments.

Land Resources and Parks Department

Comprehensive Plan

As required by §66.1001, Wis. Stats., Dodge County has adopted and maintains a County Comprehensive Plan. The Dodge County Comprehensive Plan was adopted in 2006. Updates to the plan were adopted in May, 2015. The County Plan will need to be revised to recognize the newly created village. The new Village's comprehensive plan and any zoning or land use ordinances adopted by the Village will need to be evaluated to ensure consistency with the County Plan. At this time, it does not appear that there will need to be substantive text amendments to the County's Plan.

Farmland Preservation Plan

The County's Farmland Preservation Plan is an appendix to the Comprehensive Plan. The Farmland Preservation Plan will need to be updated with new maps and submitted to the Wisconsin Department of Agriculture, Trade and Consumer Protection for certification so that landowners participating in the program can remain eligible. Any changes will, thus, be incorporated into the Comprehensive Plan.

Floodplain Zoning

For lands located within the Town of Williamstown which are subject to the County Floodplain Zoning Ordinance, §59.69(7), Wis. Stats., provides that whenever an area which has been subject to a county zoning ordinance petitions to become part of a city or village, the regulations imposed by the county zoning ordinance shall continue in effect, without change, and shall be enforced by the city or village until the regulations have been changed by official action of the governing body of the city or village, except in the event an ordinance of annexation is contested in the courts, the county zoning shall prevail and the county shall have jurisdiction over the zoning in the area affected until ultimate determination of the court action.

For a community to participate in the National Flood Insurance Program (NFIP), it must enforce its approved floodplain ordinance in the entire community, including annexed areas. Failure to adopt, apply or enforce NFIP requirements in any area under a community's jurisdiction will subject that community to FEMA enforcement and compliance actions, including probation and suspension from the NFIP. Property owners in communities on probation are subject to a surcharge on all new and renewed flood insurance policies in the community. If a community is suspended from the NFIP, flood insurance is no longer available anywhere in the community, nor is any form of federal assistance requiring the purchase of flood insurance, such as federally-connected loans, grants, federal flood disaster assistance, and similar funding.

Construction Site Erosion Control and Stormwater Management

For lands located within the Town of Williamstown which are subject to the construction site erosion control and stormwater management zoning ordinance provisions, §59.693(10), Wis. Stats., provides that an ordinance that is enacted under this section by a county that is in effect in an area immediately before the area is annexed by a city or village continues in effect in the area after annexation unless the city or village enacts, maintains and enforces a city or village ordinance which complies with the minimum standards established by the department (DNR) and which is at least as restrictive as the county ordinance enacted under this section. Therefore, the construction site erosion control and stormwater management zoning ordinance provisions of the Dodge County Land Use Code will apply to lands within the newly created village unless the village enacts, maintains and enforces a village ordinance which complies with the minimum standards established by the DNR and which is at least as restrictive as the county ordinance.

Shoreland Zoning

For lands located within the Town of Williamstown which are subject to the county shoreland protection ordinance, §61.353 (6), Wis. Stats. provides that the provisions of a county shoreland zoning ordinance under §59.692 that were applicable prior to incorporation to any shoreland that is part of a town that incorporates as a village under s.66.0203, 66.0211, or 66.0213 after April 30, 1994, shall continue in effect and shall be enforced after incorporation by the incorporated village until the effective date of an ordinance enacted by the village under sub. (2). Therefore, the newly created village will be required to enforce the County's Shoreland Ordinance provisions until it enacts its own shoreland ordinance.

Nonmetallic Mining Reclamation Ordinance

The Dodge County Nonmetallic Mining Reclamation Ordinance applies to all operators of nonmetallic mining sites within Dodge County operating on or commencing to operate after August 1, 2001, except for nonmetallic mining sites located in a city, village or town within Dodge County that has adopted an ordinance pursuant to §295.14, Wis. Stats., and NR §135.32(2), Wis. Adm. Code. Therefore, the Dodge County Nonmetallic Mining Reclamation Ordinance will apply to lands within the newly created Village unless the Village adopts a compliant nonmetallic mining reclamation ordinance. Chapter NR 135 of the

Wisconsin Administrative Code regulates the operation, maintenance and reclamation of nonmetallic mining sites, it does not address the zoning thereof.

Airport Zoning Ordinance

The Dodge County Airport Zoning Ordinance applies to all lands located within Dodge County that are located within three (3) statute miles of the boundaries of the Dodge County Airport. Therefore, the Dodge County Airport Ordinance provisions will continue to be enforced by the County on the lands within the incorporated village that are located within three statute miles of the Dodge County Airport. It appears that there will be a small portion of the village affected by the ordinance.

Sanitary Ordinance

The Dodge County Sanitary Ordinance applies to all structures, lands and waters within the boundaries of Dodge County, including the incorporated cities and villages except as otherwise provided by the Wisconsin State Statutes and the Wisconsin Administrative Code. Therefore, the Dodge County Sanitary Ordinance provisions will continue to be enforced by the County within the newly created village.

Subdivision Provisions

The Dodge County Subdivision Design and Improvement provisions of the Dodge County Land Use Code apply to all land divisions in Dodge County except for those lands within an incorporated municipality. Therefore, the Dodge County Subdivision Design and Improvement provisions will not be enforced within the newly created village. Land divisions occurring within the newly created village will be under the authority of the village. The newly created village will need to determine whether it will exercise extraterritorial subdivision review authority.

Land Information/GIS (Division of Land Resources and Parks Department)

The County provides addressing services for towns in Dodge County. Dodge County does not provide these services for villages and cities; however, because the newly created village covers all of the current town, the County offers this service to the newly created village in the interest of continuity and consistency.

The Wisconsin Department of Revenue will likely issue a new 3-digit municipal code for the parcels within the newly created village. Therefore, all parcel identification numbers will need to be changed using the new 3-digit code.

Duplicate street/road names will need to be reconciled. Properties physically located in the newly created village will have a Mayville mailing address. Streets or roads with the same name in the village and City of Mayville will need to be changed due to the mailing address.

The issue of differing assessed values for lands within the current town and current village will need to be addressed in the interest of uniformity in taxation under the Wisconsin Constitution.

Office of County Clerk

Concerns have been raised relating to the address system to be used in the newly created village. Typically, villages have street address. Any changes to addresses may affect WisVote and voter registration records.

The Plan addresses the process for creating a governing body for the newly created village, post-boundary change. However, in the interim, there will be a Village of Kekoskee trustee seat that will need to be filled in the April, 2018 election. The Village uses the caucus method to determine names placed on the ballot for the election. The caucus date must be set between December 1 and January 1 and the caucus must occur between January 2, 2018 and January 21, 2018.

The Plan does not address the number of trustees or whether the trustees will have staggered terms.

The Plan addresses the process for filling the position of clerk and treasurer in the transition; however, it does not reflect how these positions will be filled (election or appointment) in the event of a vacancy after the boundary change.

The Plan does not indicate an effective date.

County Highway Department

There has been no mention of jurisdictional transfers of county highways to the newly created village, so all county highways running through the village will remain a part of the county highway system.

Dodge County has adopted a Highway Access Ordinance which states that the County does not control access inside incorporated municipal boundaries. The County Highway Committee intends to amend the ordinance so that it applies in the newly created village, except for the newly created "Concentrated Mixed Use District" which is currently the Village of Kekoskee.

Currently, ATV routes are now on all Town roads. This issue will need to be addressed as the Town roads will become village streets. There will be no change to approved county highways designated as ATV routes.

The County Highway Department has a retainer for a 10-year life of ATV signs for replacement from the Town of Williamstown. This will need to be addressed to determine if/whether this retainer shall continue with the Village of Williamstown.

Section 83.05(3), Wis. Stats., states that the County is responsible for the cost of improving the center 22' of the width of the pavement for county highways lying within villages. In addition, regarding maintenance of county highways lying within villages throughout Dodge County, the Highway Department maintains the center 22' of the pavement. It does not maintain signs, ditches or pavement outside 22' width, such as chip sealing outside the 22' width. In the interest of consistency in villages throughout the County, the Highway Department will treat the county highways running through the newly created village in the same fashion. The County Highway Department has a contract with the Town of Williamstown relating to the impact of the landfill. The County bills the Town, annually, \$18,000 as part of the Landfill Impact contract. This contract will need to be revised to recognize the newly created village or assigned to the village.

Sheriff's Office

Although not referenced in the Plan, there is mention on the FAQ sheet that the Dodge County Sheriff will continue to be a provider of police service under an agreement. Dodge County Sheriff does not contract with Kekoskee or Williamstown for law enforcement services. There are no agreements in place. The Sheriff will

Mary A. Desserau
December 4, 2017
Page 5 of 5

continue to provide the law enforcement services throughout the county. If the newly created village desires additional services or a different level of services, it may contact the Sheriff to discuss contracting.

Emergency Management

It appears that the newly created village will continue to contract with Kekoskee Fire Department. Therefore, there is no impact on the county emergency management functions. The Countywide All Hazard Mitigation Plan will need to be revised to recognize the newly created village, removing the Town of Williamstown and Village of Kekoskee.

County Treasurer

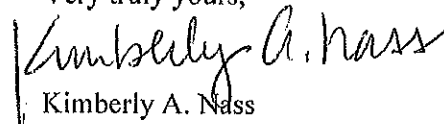
The Treasurer questioned whether there will be a new 3-digit code for parcel identification numbers. Information supplied by the Department of Revenue indicated that, once established, a new 3-digit municipal code will be issued for the new village.

Tax bills are produced based on the ownership and municipal status of the property as of January 1 of each year. If the newly created village is formally established after April 1, 2018, municipal changes for general property tax purposes may not be reflected on the 2018 tax bills.

County personnel plan to attend the public hearing on December 6, 2017 and may contribute additional comments at that time.

Should you have any questions regarding the information in this document, please do not hesitate to contact me or the applicable county department.

Very truly yours,



Kimberly A. Nass
Corporation Counsel

KAN

cc: Russell Kottke, County Board Chair (sent via email only)
James Mielke, County Administrator (sent via email only)
Attorney Matt Parmentier (sent via email only)
Bill Ehlenbeck, Director of the Land Resources and Parks Department (sent via email only)
Karen Gibson, Dodge County Clerk (sent via email only)
Brian Field, Dodge County Highway Commissioner (sent via email only)
Dale Schmidt, Dodge County Sheriff (sent via email only)
Amy Nehls, Emergency Management Director (sent via email only)
Patti Hilker, Dodge County Treasurer (sent via email only)

In order for your public comments on the
Williamstown/Kekoskee Cooperative Plan
to be considered:

- they can be spoken at the Public Hearing on December 6, 2017
 - 6:30 p.m. at the Kekoskee Fire Department

or

- in writing
 - anytime before December 6th.
 - on December 6th
 - **within 20 days** after the Public Hearing. Because of the Holidays, we're setting the end date at December 31, 2017.

To deliver your public comments in writing, you may choose one or more of the following options:

- Leave them in the box on this table
- email tnwille@gmail.com
- email kekoskeeclerk@gmail.com
- mail c/o Cooperative Plan, W3275 Hwy TW, Mayville, WI 53050

Please print:

Name: Loren Derge

Address: N8645 Bay View Rd, Mayville, WI

Representing: Town Williamstown Resident

Comments: After reading the City of Mayville Mayor Boelk's report in the December 14th edition of the Dodge County Pioneer, where Mayor Boelk states that he is actively soliciting land owners for annexation into the City of Mayville, what will stop mass land annexations into the City of Mayville prior to the completion of the Comprehensive plan continue on the reverse >

of the Village of Williamstown becoming
affective in 2018?

James W. Hammes

SUITE 200
1601 EAST RACINE AVENUE
POST OFFICE BOX 558
WAUKESHA, WISCONSIN 53187-0558
TELEPHONE (262) 542-4278
FACSIMILE (262) 542-4270
E-MAIL jwh@cmhlaw.com
www.cmhlaw.com

December 19, 2017

Email Address: kekoskeeclerk@gmail.com

Bonnie Hoyt
Village of Kekoskee
35 County Road YN
Mayville, WI 53050

Re: Williamstown

Dear Ms. Hoyt:

The city of Mayville objects to the proposed consolidation of The Village of Kekoskee and Town of Williamstown, and, by this letter, the reasons for that objection is set forth for your consideration.

The proposed consolidation does not meet the statutory requirements set for in Section 66.0307 in a number of respects, including the following.

First, as both the Town Board and Village Board are aware, the City of Mayville has expended millions of dollars during the past decade for the purpose of constructing a sanitary sewer treatment facility and water utility which can provide both sanitary sewer services and water service to the town properties as they annex to the City and are developed the following annexation. If the consolidation is approved, those areas currently located in the Town will not be eligible to obtain sanitary sewer or water service as an annexation to the City as a condition precedent to the extension to those services.

Although the cooperative plan notes that it is possible for a detachment of territory from the newly created Village, and the subsequent attachment of that territory to the City, that procedure will not adequately address these issues. Furthermore, the right to annex is a right belonging to the property owner when that right will be taken from the property owner if the proposed consolidation is approved.

Second, the proposed consolidation would adversely affect the City of Mayville in that the boundaries of the City will be forever fixed at the current boundary locations. It is often said that Towns are intended to be absorbed by adjoining or adjacent incorporated municipalities. The

legislature has established this process in order to provide for the orderly development of lands. By fixing the boundaries of the City of Mayville, the consolidation will result in the City of Mayville becoming an island, completely surrounded by the newly created Village. Furthermore, several isolated islands will also be created but should the consolidation be approved.

Third, the comprehensive plan which has been drafted does not adequately address the requirement that necessary municipal services be provided to a residence of the proposed Village of Williamstown. Although the City of Mayville does provide EMS services under an annual contract. In the absence of some agreement between the City and the Town of Williamstown/Village of Kekoskee which addresses the concerns outlined in this letter, the City cannot commit to an extension of those contracts if the Town and Village proceed with the consolidation or the terms of the proposed "cooperative plan." However, the City would commit to discuss the extension of the old municipal services, by separate contract, if the cooperative plan can be modified to address the concerns of the City. Those matters need to be addressed by a separate contract with the City of Mayville.

In summary, it is apparent that the effort to consolidate the Village of Kekoskee and Town of Williamstown is nothing more than an effort to forever freeze the boundaries between the City of Mayville and the Town of Williamstown. There are two possible solutions to this problem, the first being the dissolution of the Village of Kekoskee which would result in the Village becoming part of the Town of Williamstown.

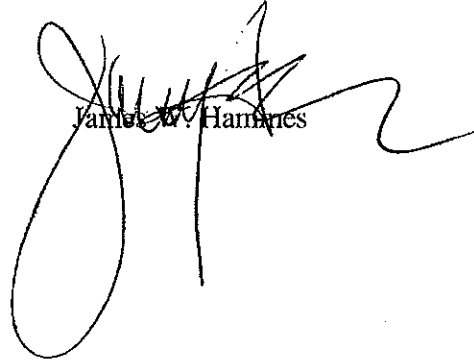
The second alternative would be to enter into a cooperative Boundary Agreement between the three municipalities that are directly affected and impacted by the proposed consolidation. Such a cooperative Agreement would establish the future boundaries of the City of Mayville, the area to be determined but to include but not be limited to those lands depicted on the 2030 future land use plan which appended to this letter. As a part of that Agreement, the parties would address the provision of fire, police, and EMS services, as well as the extension of sanitary sewer and water services within those areas that are to become a part of the City of Mayville.

By this letter, then, the City of Mayville requests that the Village of Kekoskee and Town of Williamstown agree to sit down and discuss a cooperative Agreement that would address these matters. The alternative, should there be a decision not to discuss these matters, will be a costly and long dispute that will be the subject of a Department of Administration proceeding, and following that determination become a Court review of any determination issued by the department.

Simply put, it is in the best interest of all parties to sit down and discuss the concerns of the City of Mayville outlined in this correspondence. Assuming both the Village of Kekoskee and Town of Williamstown concur with this request, we can schedule meetings to addressing these issues in the near future.

Bonnie Hoyt
December 19, 2017
Page 3

Very truly yours,

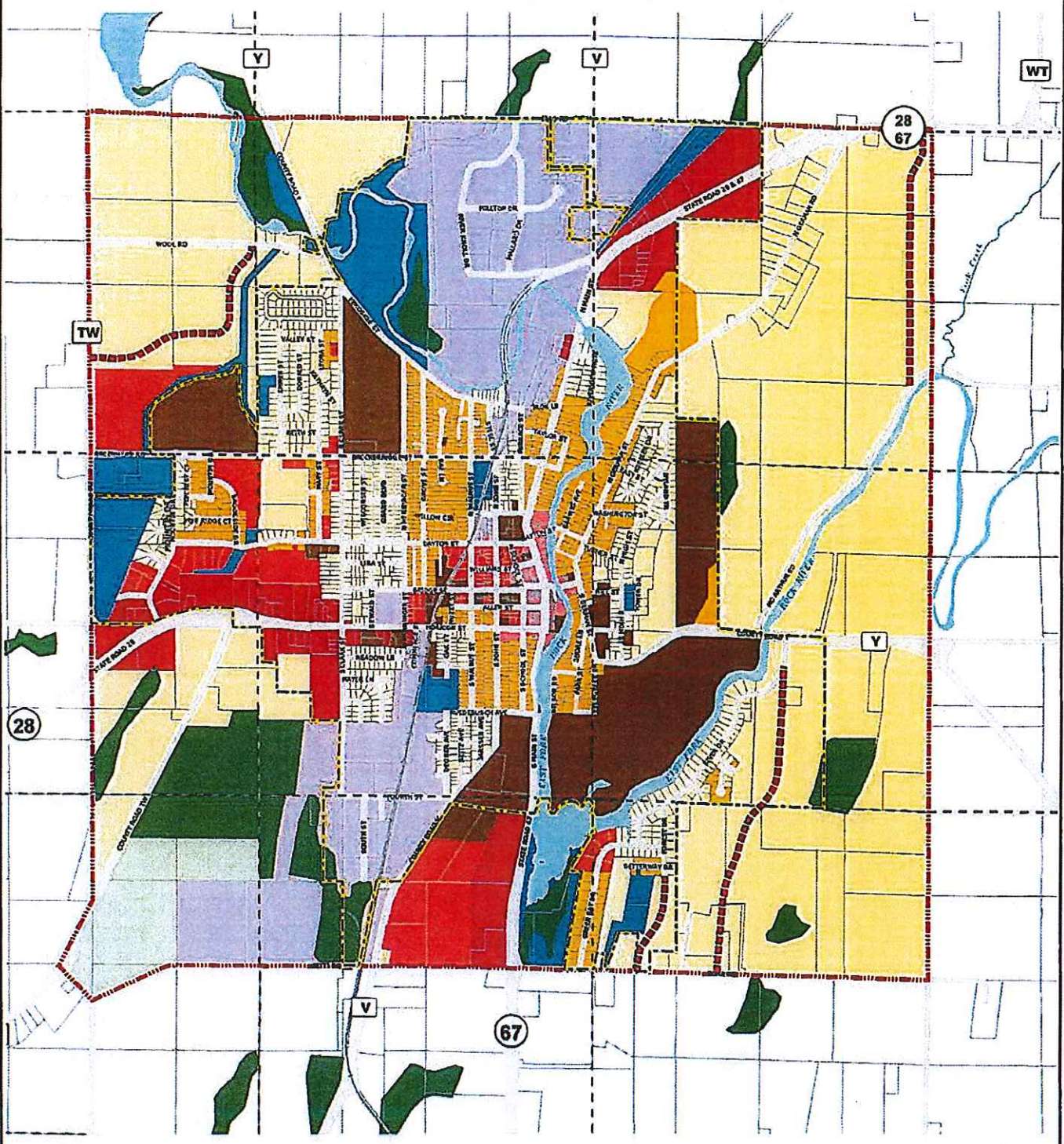


James W. Hammes

JWH:alk
Enclosure

cc: Matthew Parmentier, Esq.

Map 8-2, Year 2030 Future Land Use City of Mayville, Dodge County, Wisconsin



Symbols		Future Land Use	
	Town Boundary		Single Family Residential
	City Boundary		Two Family Residential
	Railroad		Multi-Family Residential
	Section Line		Central Business Commercial
	Tax Parcel Boundary		General Commercial
	Extraterritorial Jurisdiction		Industrial
	U.S. Highway		Public & Quasi-Public
	State Highway		Parks & Recreation
	County Highway		Agricultural
			Conservancy
			Road & Railroad Right-of-Way
			Waterbody
			River and Stream
			Proposed Roads



Dodge County
Planning and Development
Department



Source: Dodge County Planning and Development Department, December 2005

0 550 1,100 2,200 3,300 Feet

James W. Hammes

SUITE 200
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FACSIMILE (262) 542-4270
E-MAIL jwh@cmhlaw.com
www.cmhlaw.com

December 19, 2017

Email Address: tnwille@gmail.com

Mary Desserea
Town of Williamstown
W3275 County Road TW
Mayville, WI 53050

Re: Williamstown

Dear Ms. Desserea:

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The proposed consolidation does not meet the statutory requirements set for in Section 66.0307 in a number of respects, including the following.

First, as both the Town Board and Village Board are aware, the City of Mayville has expended millions of dollars during the past decade for the purpose of constructing a sanitary sewer treatment facility and water utility which can provide both sanitary sewer services and water service to the town properties as they annex to the City and are developed the following annexation. If the consolidation is approved, those areas currently located in the Town will not be eligible to obtain sanitary sewer or water service as an annexation to the City as a condition precedent to the extension to those services.

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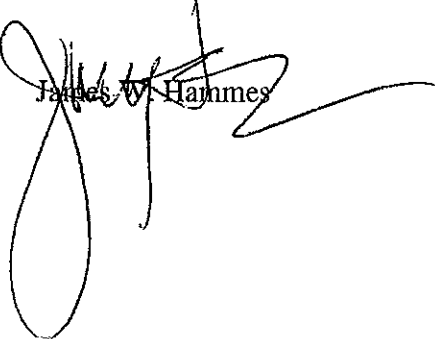
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Simply put, it is in the best interest of all parties to sit down and discuss the concerns of the City of Mayville outlined in this correspondence. Assuming both the Village of Kekoskee and Town of Williamstown concur with this request, we can schedule meetings to addressing these issues in the near future.

Mary Desserea
December 19, 2017
Page 3

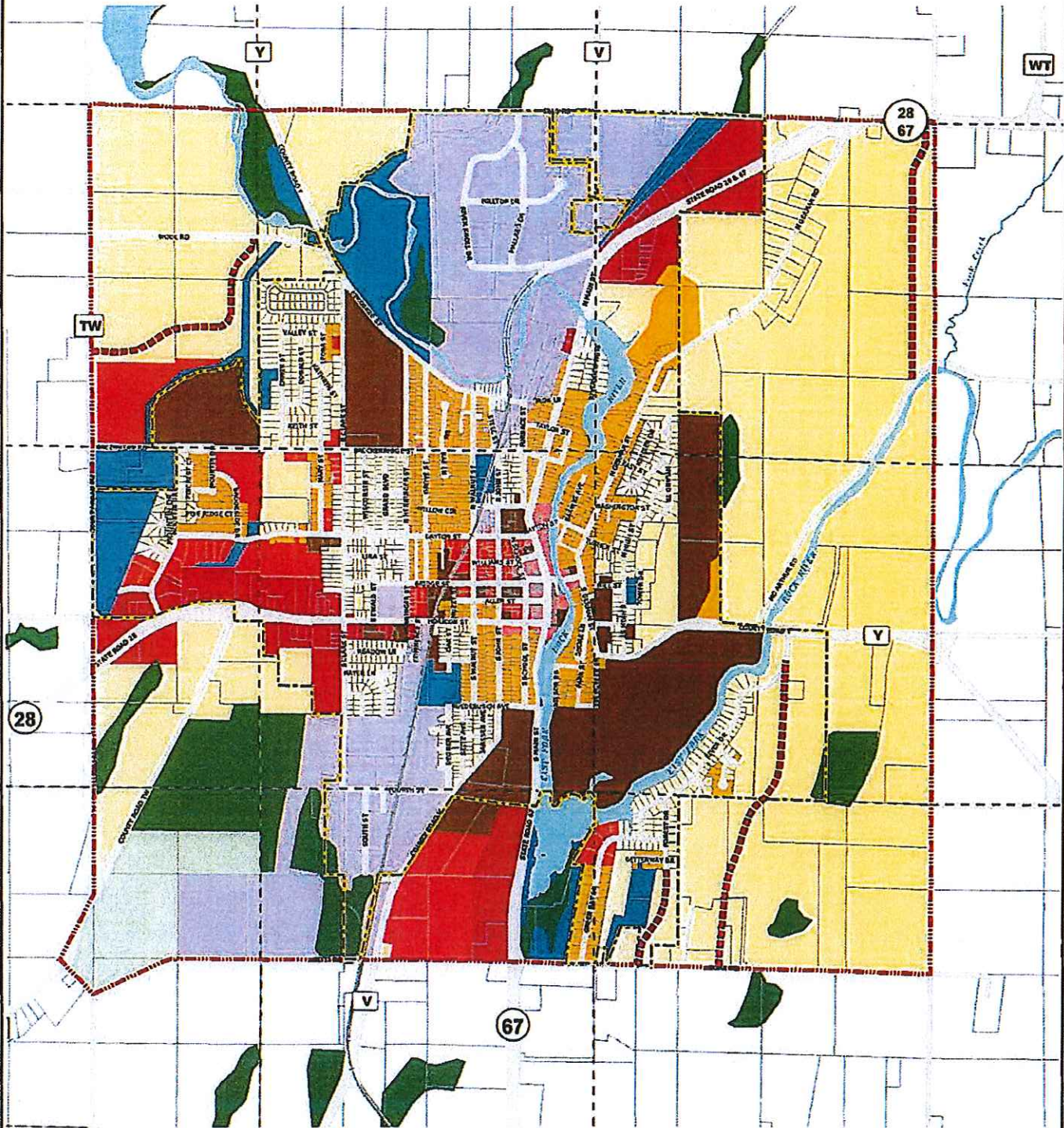
Very truly yours,


James W. Hammes

JWH:alk
Enclosure

cc: Matthew Parmentier, Esq.

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			Proposed Roads		River and Stream

**Dodge County
Planning and Development
Department**

Dodge County, Wisconsin

City of Mayville, Town of Wilkinstown

Source: Dodge County Planning and Development Department, December 2005

0 550 1,100 2,200 3,300 Feet

Town of Williamstown
W3275 County Road TW
Mayville, WI 53050-2025

26 December 2017

Re: Impact of Williamstown on the City Of Mayville

To whom it may concern,

My name is Randy Clark, founder of RCI Engineering of Mayville. I am writing with regards to the changes to the Village of Kekoskee and their impact on the City of Mayville.

My wife, Wendy, and I, own two properties that are adjacent to the Township of Williamstown. We also are supporters of some of the changes that Williamstown has incorporated, such as the ATV trails throughout the Township and support of Snowmobile trails. We both have a farm background and can appreciate Williamstown's commitment to limit growth to keep the area committed to agricultural purposes for generations to come.

I have been made aware that some of the changes involving the Village of Kekoskee may have a negative impact on the ability of the City of Mayville to grow in the future. Namely, in that the city limit may not be able to be changed in the future.

There has been a concerted effort by many different groups and individuals in the City of Mayville to improve the community to prepare it for growth in the future. We all recognize that for a community to provide the services and opportunities we desire, we must expand the tax base. But at the same time, that tax base cannot grow without key components.

In light of this, it is evident that the school district passed a referendum to improve the facilities for the district. Manufacturing has been reborn with advancements in both technology and employee training, and updates to facilities. Businesses have invested in their storefronts, parking lots, and services offered. Main street has made investments in store fronts, offerings, and community activities. Hwy 28/67 is about to undergo a major upgrade. Businesses have added facilities and renovations here. Efforts are underway to encourage people to build homes on vacant lots. Businesses are hiring, and increasing wages. A trail is being planned through town. Blue Zones is working to encourage a healthier community. The community is nearly primed for growth.

If the community cannot grow simply because of physical boundaries established by outside forces, all the work to revitalize the community to this point is a waste. All of the investments will have been undermined, by a simple restriction.

I have met with several business owners and managers in Mayville since reading of this situation in the local paper. Each has shared a similar message. "Why would they do something like that after all we have done?" "Why would we ever stick another dime in any facility in Mayville if they do this?" "How can we ever grow the tax base if we can't grow the land base?"

In my humble opinion, the situation is clear. If this really progresses as indicated, and Mayville cannot grow, it will be the first nail in the coffin of the City of Mayville. We have overcome so much as a community, only to be undermined by such a situation. While it may not be intentional, and it may be just a technicality, it would be a move that would spit in the eye of every citizen of Mayville that ever did anything to try and help the community prosper.

Yes, there may have been challenges in the past and there may be hostilities between the two entities. But a new generation is here to move the community forward. Do not pass these hostilities to the next generation. Please come together and create a plan to help Mayville grow but keep Williamstown as an agricultural community. It can be done. It must be done.

Please consider the people of the City of Mayville as you make your decisions in the days ahead. We have found a way to overcome great challenges of the past to poise the city for growth. These people will not invest any further in a dying community, and will likely pursue other communities that have open arms to those who desire to grow. What will your taxes do then? Who will want to live here? Who will fill the homes in the next generation? Let's come together to do what is best for everyone and not just a few.

Respectfully submitted,



Randall J. Clark
RCI Engineering

In order for your public comments on the
Williamstown/Kekoskee Cooperative Plan
to be considered:

- they can be spoken at the Public Hearing on December 6, 2017
 - 6:30 p.m. at the Kekoskee Fire Department

or

- in writing
 - anytime before December 6th.
 - on December 6th
 - **within 20 days** after the Public Hearing. Because of the Holidays, we're setting the end date at December 26, 2017.

To deliver your public comments in writing, you may choose one or more of the following options:

- Leave them in the box on this table
- email tnwille@gmail.com
- email kekoskeeclerk@gmail.com
- mail c/o Cooperative Plan, W3275 Hwy TW, Mayville, WI 53050

Please print:

Name: John Westphal

Address: N8210 Hwy. 28 Mayville, WI 53050

Representing: School District of Mayville

Comments: See attached document.

continue on the reverse >



**SCHOOL DISTRICT OF
MAYVILLE**

"Today's Youth is Tomorrow's Future"

www.mayvilleschools.com

**SCHOOL DISTRICT OF MAYVILLE
APPROVAL FOR PUBLIC COMMENT**

RESOLUTION #17-18-150

BE IT RESOLVED that the Board of Education of the School District of Mayville will submit a written comment related to the Intergovernmental Cooperative Plan Proposed by the Town of Williamstown and the Village of Kekoskee, as presented/amended at the second meeting of the month of December, 2017.

The Board of Education for the School District of Mayville embraces future growth of our community and welcomes opportunities to support increased student enrollment. Public school funding in the State of Wisconsin relies significantly on enrollment. The District has been experiencing declining enrollment for the past eight school years and is concerned about the potential negative impact of the proposed Intergovernmental Cooperative Plan presented by the Town of Williamstown and the Village of Kekoskee on future growth.

Based upon our review of the Cooperative Plan, we are concerned that the proposed Village of Williamstown does not meet the statutory requirements of compact and arbitrary boundaries. In addition, the Board of Education is concerned about scattered residential development that would negatively impact the School District operations.

It is the Board of Education's recommendation that the City of Mayville, Village of Kekoskee, and Town of Williamstown discuss a cooperative plan that would engage all three parties to create a mutually beneficial plan.

Motion for approval: Joseph Hohmann

Seconded by: James Congdon

Vote Tally: Aye: Sheri Davis, Richard Fink, John Westphal, Norbert Dornfeldt, Joseph Hohmann, James Congdon. Nay 0, Absent: David Ogenoff

Dated: December 18, 2017