

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
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 Agreement (“Agreement”) under the authority of Wis. Stat. § 66.0301(6).

**Recitals**

- A. The Village was incorporated in 1958 from territory that had previously been part of the Town.
- B. 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.
- C. The Town and Village have since determined that the more appropriate approach is to enter into an intergovernmental agreement under Wis. Stat. § 66.0301(6) to facilitate intergovernmental cooperation and adjust municipal boundaries in a manner that would allow the Village to seat a full Board.
- D. In order to continue the adequate provision of said services on a cost-effective basis, the Town and Village wish to enter into an agreement whereby the Village will continue to provide some municipal services for the benefit of the remnant Town for a period of time after the Effective Date and the Town and Village will share the costs of said services.
- E. The Town and the Village wish to change the boundary line separating the Town and the Village, so that the major portion of the Town (identified herein) transfers jurisdiction to the Village, and that a smaller portion of the Town remains under the jurisdiction of the Town for at least a period of time.
- F. Individual property owners by the names of Joseph Nied, Pamela Gross, and the Ronald C. & Donna M. Luedtke Revocable Trust Dated April 14, 2009, owning Town parcel numbers 2243-002, 2224-000, 1542-000, and 1541-000 respectively, have indicated their desire (via past annexation attempts or otherwise) to annex their properties to the City of Mayville; accordingly the Town and Village have determined that said properties shall not be included in the initial jurisdictional transfer of land from the Town to the Village so that said property owners may have an opportunity to decide whether to annex to the Village, the City of Mayville, another municipality, or demonstrate a willingness and ability to remain independent; accordingly, the Town Board and Village Board wish to leave said territory as a Town remnant to allow for

said property owners to express their intentions and/or initiate an annexation; accordingly said territory will not be a part of the initial jurisdictional transfer contemplated in this Agreement but may be subject to a subsequent jurisdictional transfer under some mechanism provided for in Chapter 66 of the Wisconsin Statutes.

- G. No jurisdictional change will occur for at least 30 days after this Agreement is signed by the Town and the Village, and a Town remnant will likely remain even after any jurisdictional change occurs, so it is imperative that this Agreement also address operational issues going forward, such as shared governance, apportionment of assets, revenues, costs, and liabilities, and the provision of services to residents and property owners of the Town and Village.
- H. Wisconsin statute §66.0235 requires the Town and Village to apportion assets and liabilities as a result of the boundary adjustments detailed in this Agreement.
- I. The Town and Village wish to establish rules and procedures for said apportionment in the context of this Agreement; and,
- J. Wisconsin statute §66.0301 allows municipalities to cooperate and contract in a binding fashion for the receipt and furnishing of services, for the joint exercise of powers or duties required or authorized by law, for the apportionment of expenses involved, for the adjustment of boundary lines, and for the exercises of other duties and rights as stated in §66.0301.
- K. A joint public hearing was held on this proposed Agreement on September 15, 2021, and said public hearing was noticed in accordance with Wisconsin Statutes §66.0301(6)(c).

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 Agreement are shown on the map attached as **Exhibit A**, enter into this Agreement under the authority of Wis. Stat. § 66.0301(1)-(6).

**Section 2: Contact Persons.**

The following persons and their successors are authorized representatives for their respective municipalities regarding this Agreement:

For the Town:           Town Chairperson, Don Hilgendorf

For the Village: Village Board President, Lloyd Lechner

### **Section 3: Purposes.**

This Agreement is intended to achieve the general purposes described below:

- (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.
- (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 assure orderly development by combining the land use planning, development, and zoning functions of the Town and Village.
- (d) To address problems and issues outlined in the Recitals, above.

### **Section 4: 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 Village shall adopt a "Triggering Ordinance" pursuant to Wis. Stat. §66.0301(6)(e) adjusting the boundaries between the Town and Village such that the boundaries will reflect those depicted on the attached **Exhibit B** (the "Boundary Change"). Specifically, the Boundary Change will involve the attachment by the Village of certain territory located in the Town as of the date of the Triggering Ordinance except that the territory identified in **Exhibit C** will remain a Town remnant for the reasons set forth in the Recitals. The Village and Town agree that the Village will continue to provide all services designated herein to areas of the Town remnant for at least 90 days after the adoption of the Triggering Ordinance. If the owners of the parcels identified in **Exhibit C** have not initiated procedures to annex said parcels to the City of Mayville, the Village, or another municipality, and have not otherwise, in the opinion of the Village, demonstrated their willingness and ability to remain an independent remnant Town within 60 days after the Village's adoption of the Triggering Ordinance, or if the City of Mayville or other relevant municipality rejects or fails to act on said property owners' annexation petition, the Village may at any time following such 60-day period attach or annex said remnant parcels via any legal means set forth in Chapter 66 Wisconsin Statutes, including the adoption of an ordinance under Wis. Stat. § 66.0301(6)(e).

In accordance with Wis. Stat. § 66.1105(4)(gm)(1), this Agreement 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 Agreement for any period of time.

## **Section 5: Transition Period.**

The period of time between the Effective Date of this Agreement and the seating of the new Village Board pursuant to Section 6 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 Agreement.
- (g) Exercise any authority within the Village's extraterritorial zoning or land division jurisdiction relating to any part of the territory subject to this Agreement.
- (h) Create a tax incremental district.
- (i) Apply for a grant.

## **Section 6: 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 – each of whom will reside in the Village after the Boundary Change – will serve as Village Board members, with the current Town Chairperson serving as Village Board President. This Agreement is void if this transition does not occur as described herein, unless both parties agree in writing otherwise.

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 7: 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 8: 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 9: 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 10: 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 11: 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 zoning ordinance.

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

#### **Section 12: 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, anticipated to include the City of Horicon and Dodge County.

#### **Section 13: Public Works and Utilities.**

All public works and related services in areas constituting the Village or Town remnant that were provided by the Town or Village prior to the Boundary Change shall thereafter be provided by the Village to said areas of the Village and the Town remnant, 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 14: Property Assessment.**

To the greatest extent permitted by law, any property still located in the Town as of January 1, 2022 will be assessed and taxed as though it were located within the Village as of that date.

#### **Section 15: 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 16: 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 10: Planning and Zoning.

## **Section 17: 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 18: 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 19: 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. In the event that all or any portion of any jurisdictional transfer set forth in this agreement is held to be invalid or unenforceable, that portion shall be severable from the remaining jurisdictional transfer(s) and the other provisions of this Agreement, which shall remain unaffected by the invalidity or unenforceability.

### **Section 20: Effective Date.**

This Agreement shall take effect on the 31<sup>st</sup> day after publication of this Agreement if no petition for a referendum is filed with the clerk of the Town and the clerk of the Village within 30 days of publication in accordance with §66.0301(6)(c)(2) (the “Effective Date”). If a petition for a referendum is filed with the clerk of the Town and the Clerk of the Village within 30 days of publication of this Agreement in accordance with §66.0301(6)(c)(2), the Effective Date of this Agreement shall be the date that this agreement is approved in a referendum.

### **Section 21: Miscellaneous.**

- (a) No Third-Party Beneficiary. This Agreement is intended to be solely between the Town and Village. There are no intended third-party beneficiaries of this Agreement. Nothing in this Agreement shall be interpreted as giving to any person or entity not party to this Agreement any legal or equitable rights whatsoever.
- (b) Administration. This Agreement 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 Agreement.
- (d) Binding Effect. This Agreement 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 Agreement or any of the actions required or contemplated by this Agreement.
- (f) Third-Party Actions. In the event of a court action by a third party challenging the validity or enforceability of this Agreement, both parties shall cooperate to vigorously defend this Agreement. 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 Agreement 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 Agreement may be declared null and void at the option of the Village if the Boundary Change pursuant to this Agreement 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 GFL 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 described in this Agreement, 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 Agreement may be declared null and void at the option of either party if the Negotiated Agreement is terminated because of the Boundary Change or if the Village is not treated as the Town's successor under the Negotiated Agreement following the Boundary Change.

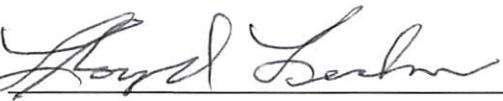
- (g) References. Any references to a particular agency, organization, or official shall be interpreted as applying to any successor agency, organization, or official to which the contemplated functions are transferred. Except as expressly stated otherwise, any reference in this Agreement to a particular 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 Agreement and that all necessary procedures have been followed to authorize this Agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized to do so.
- (i) Amendment. The procedure for amending this Agreement shall be upon the written approval by both the Town and Village.

- (j) Continued Enforceability. The enforceability of this Agreement 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 Agreement 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 Agreement 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 Agreement 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 September 15, 2021.

By:   
Village President

Date: 9/15/2021

By:   
Village Clerk

Date: 9/15/2021

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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 September 15, 2021.

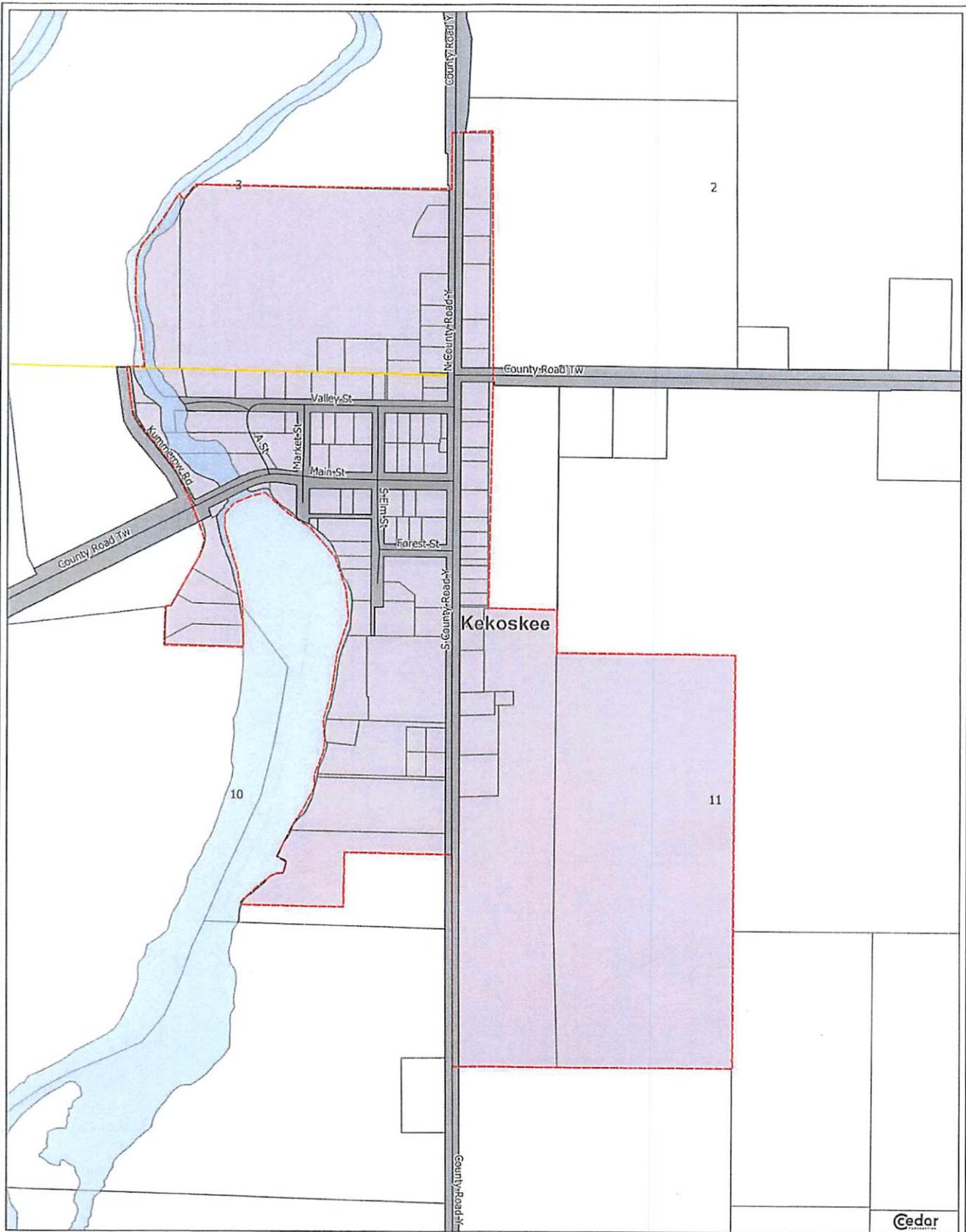
By: Donald Hilgendorf  
Town Chairperson

Date: 9-15-21

By: Karen Rouse  
Town Clerk

Date: 09/15/2021

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**Legend**

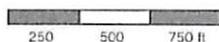
- Village of Kekoskee (Current Limits)
- Parcels
- Waterbodies
- Road Right of Way

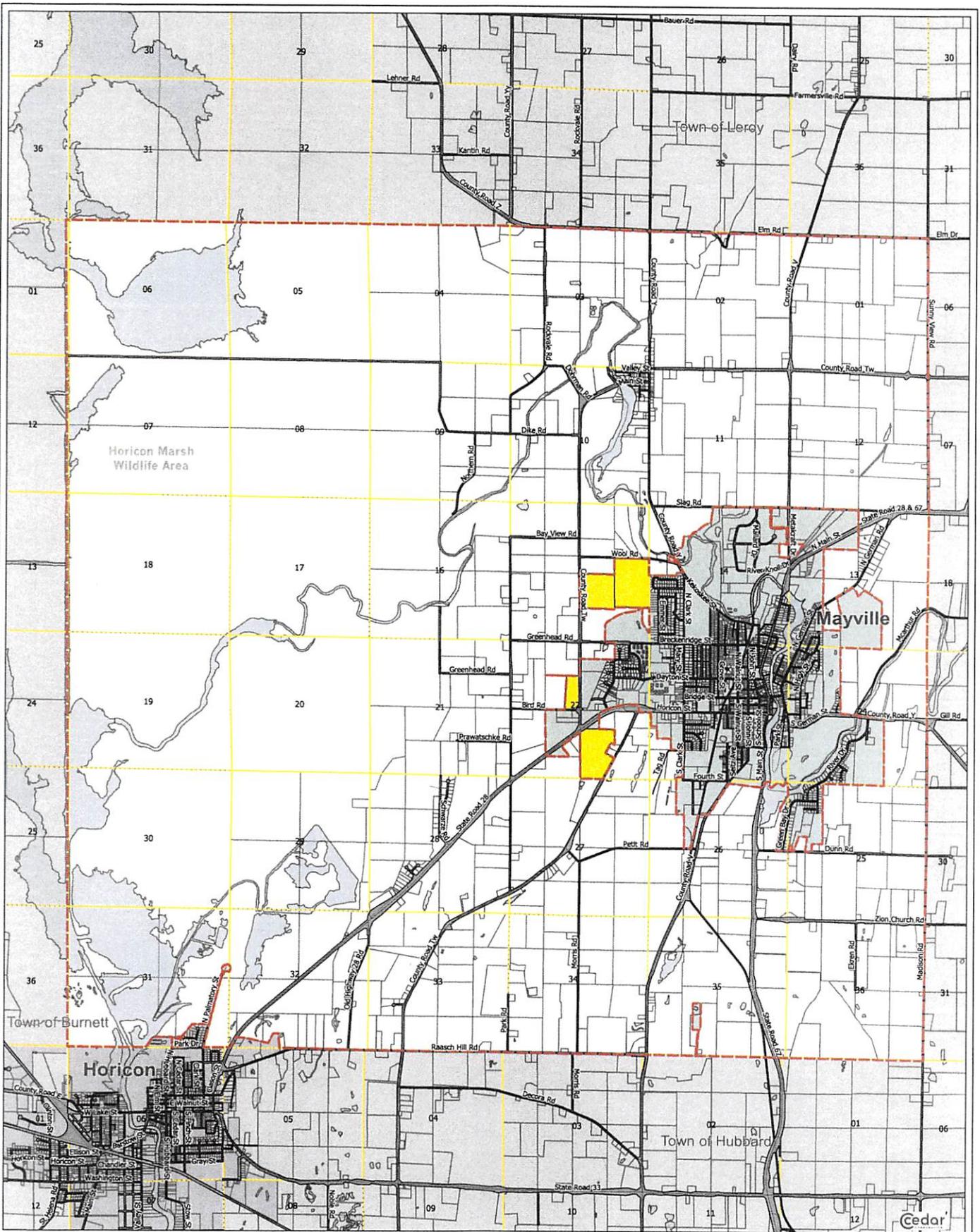
**Village of Kekoskee**  
 Intergovernmental Agreement

Dodge County, Wisconsin

**Current Village Limits**

**Exhibit A**





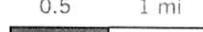
- Legend**
- Village of Kekoskie New Boundary
  - City of Mayville
  - Town of Williamstown Remnant
  - Waterbodies
  - Road Right of Way

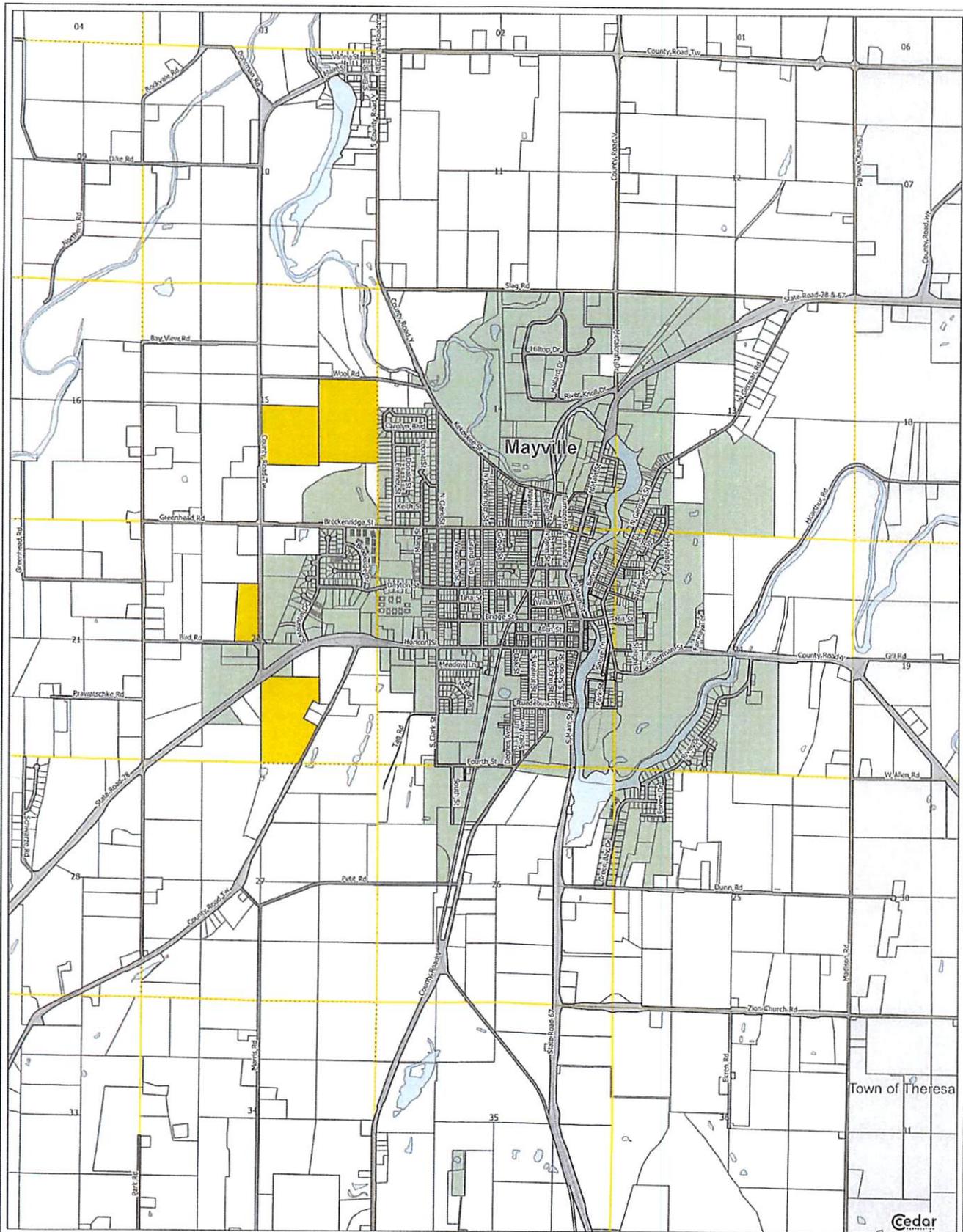
**Village of Kekoskie**  
 Intergovernmental Agreement  
 Dodge County, Wisconsin  
**Village of Kekoskie New Boundary**

**Exhibit B**



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**Legend**

- Village of Kekoskee New Area
- Town of Williamstown Remnant
- City of Mayville
- Waterbodies
- Road Right of Way

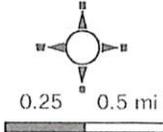
## Village of Kekoskee

Intergovernmental Agreement

Dodge County, Wisconsin

**Town of Williamstown Remnant**

Exhibit C



**Cedar**