



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	City of Mayville Water/Wastewater Utility
Jim Hammes, Attorney	School District of Horicon
Village of Kekoskee Clerk	Moraine Park Technical College District
Town of Williamstown Clerk	Kekoskee-Leroy Sanitary District
City of Mayville Clerk	Dodge County Clerk
Town of Leroy Clerk	Dodge County Corporation Counsel
Town of Hubbard Clerk	Dodge County Land Resources & Parks
Town of Theresa Clerk	WiDOT Secretary
Village of Theresa Clerk	WiDNR Deputy Secretary
Town of Burnett Clerk	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

STATE  
OF  
WISCONSIN

CIRCUIT COURT  
BRANCH 3  
CIVIL DIVISION

COUNTY  
OF  
DODGE

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CITY OF MAYVILLE,  
Petitioner,

**ORDER REVERSING AND REMANDING DECISION  
OF DEPARTMENT OF ADMINISTRATION**

v.

Case No. 18 CV 527

**FILED  
IN THE CIRCUIT COURT**

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION,  
Respondent

**MAR 20 2019**

Dodge County WI  
Lynn M. Hron  
Clerk of Courts

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This action was commenced by the City of Mayville (hereinafter referred to as the City), challenging the decision of the Department of Administration (hereinafter referred to as the Department) to approve a Cooperative Plan submitted by the Village of Kekoskee (hereinafter referred to as the Village) and the Town of Williamstown (hereinafter referred to as the Town), the effect of which is to allow the Village to absorb the entire Township. The City has filed for judicial review under Section 227.52 Wis. Stats.

Section 227.57(5) requires a Court to remand the case to the Agency for further action if the Court finds that the Agency has erroneously interpreted a provision of law.

**Factual Background**

The facts of this case go back to 2018 when the Village and Town submitted a proposed Cooperative Plan to the Department under Section 66.0307 which is entitled "Boundary Change Pursuant to Approved Cooperative Plan". After several hearings and revisions of the proposed plan, the Department approved the plan on or about October 4, 2018. In accordance with the plan, the original members of the Village of Kekoskee Village Board and Village officials resigned and those positions were filled by the members of the Town Board, Town Chair and Town Clerk. The Village then adopted an "Attachment Ordinance" which attached all of the property of the Town, thereby eliminating the Town of Williamstown entirely and expanding the Village to include the entire Township.

The City has challenged the decision of the Department on numerous grounds. The Court finds that the decision of the Department must be reversed because Section 66.307 does not allow a Village to attach an entire township.

### Legal Analysis

In Wisconsin, Municipalities have only such powers as have expressly been conferred upon those Municipalities by the Legislature, or necessarily implied from the powers conferred. Willow Creek Ranch, LLC v. Town of Shelby, 2000 WI 56 at ¶ 17, 235 Wis.2d 409, 611 N.W.2d 693, reconsideration denied 2000 WI 121, 239 Wis.2d 341, 619 N.W.2d 96.

The Court finds that the interpretation of Section 66.0307 is determinative in this case. Section 66.0307 is part of Subchapter III of Chapter 66 entitled "Intergovernmental Cooperation". Subchapter II of Chapter 66 is entitled "Incorporation, Municipal Boundaries". That Subchapter includes provisions for incorporation of Villages and Cities, incorporation of Towns, annexation, detachment, and consolidation. Chapter 66 is a chapter of general municipal law. Other Chapters pertain specifically to Cities (Chapter 62); Villages (Chapter 61); and Towns (Chapter 60). Those Chapters provide specific statutory procedures for dissolution, such as Section 60.03 regarding division and dissolution of Towns generally and Section 61.187 regarding dissolution of Villages.

The case boils down to whether or not Sect 66.0307 can be used to dissolve a Town and attach its territory to a Village.

The Department and Village rely on the case of City of Kaukauna et al vs Village of Harrison, 365 Wis. 2d 181 (Ct App. 2015). In that case, the Village of Harrison and the Town of Harrison entered into a Cooperative Agreement which transferred additional land to the Village under Section 66.0301, which, like Sec. 66.0307, allows two Municipalities to enter written agreements determining all or part of their boundaries. The plaintiff Cities opposed the agreement arguing among other things, that Section 66.0301 should not be used to effectuate major transfers of land to a Village, and on the grounds that the proceedings were not properly noticed.

The Court of Appeals ruled that the interpretation proffered by the plaintiffs would require the Court to read language into the statute, and that the statute permits agreements affecting all or a portion of the common boundary lines. The Court ruled that the action taken by the defendants did not result in an absurd result and that the action did not exceed the authority granted in the statute.

The Court finds that the fact of the Kaukauna case differ from the facts presented in this case in a way which clearly requires a different result.

In Kaukauna, the agreement transferred certain lands from Town to the Village. As a result of the boundary change, 1,736 parcels that had been located in the Town were relocated to the Village. The transfer raised the population of the Village to 9,597. The Town was left with a population of 1,316 people who resided in two areas designated as "growth areas" in inter-municipal agreements with the Cities of Appleton and Menasha. Prior to the Village of Harrison's incorporation, the Town of Harrison had about 10,700

residents. City of Kaukauna v. Village of Harrison, 2015 WI App 73, ¶ 3, 365 Wis. 2d 181, 186, 870 N.W.2d 680, 682.

In Kaukauna, supra, after the implementation of the agreement, both the Town and Village survived and maintained a common boundary. The action taken under the agreement, to wit: border adjustment, was expressly authorized under the statute. The agreement did not result in the dissolution of either of the contracting parties.

In this case, the agreement goes beyond a boundary adjustment to include the total absorption by one party of the other party and the actual dissolution of one of the contracting parties. The consummation of the agreement eliminates the common boundary because there is only one surviving party.

Therefore, the issue as presented to this Court is whether or not the language of Sec. 66.0307 should be interpreted to allow the total absorption of one municipality into another and the total elimination of the pre-existing common boundary. Under the interpretation offered by the Department and the Village, the Kaukauna case stands for the proposition that there is no actual or implied limitation on the extent to which two consenting Municipalities may change their boundaries. The City, on the other hand, argues that the Village and the former Town of Williamstown are using Sec. 66.0307 to accomplish a result which they are not able to accomplish using the legislatively prescribed procedures for such a result.

The Court relies on well established rules of statutory construction to determine whether or not Sec. 66.0307 allows a Village to attach an entire surrounding Township.

The primary rule of construction of statutes is to ascertain and declare the intention of the legislature and to carry such intention into effect to the fullest degree. 61 Am Jur 2d Statutes Sec 6. The purpose of a statute is to be gathered from the whole act. In determining such purpose, resort may be had, not only to the context, but to the structure and scheme of the act and in some cases to its historical background or legislative history. In determining the purpose of a statute, or the mischief to be remedied, recourse may be had to recitals thereof in the title or preamble. 61 Am Jur 2d Sec 74.

The title of a statute is not part of the law but may be resorted to in order to determine the legislature's intent. Jungbluth v. Hometown, Inc., 192 Wis.2d 450, 458, 531 N.W.2d 412, 415 (Ct. App.1995), rev'd on other grounds, 201 Wis.2d 320, 548 N.W.2d 519 (1996). In Interest of Julian C.P., 201 Wis. 2d 530, 534–35, 549 N.W.2d 266, 268 (Ct. App. 1996).

We do not construe statutory language in isolation. See State ex rel Kalal v. Circuit Court for Dane County, 2004 WI 58, ¶ 46, 271 Wis.2d 633, 681 N.W.2d 110. We consider the language in the context of related statutes and in the context of the purpose of the statute as revealed in the text and we interpret the language reasonably,

so as to avoid unreasonable results. *Id.*, ¶¶ 46, 49. In re Commitment of Ermers, 2011 WI App 113, ¶ 29, 336 Wis. 2d 451, 467, 802 N.W.2d 540, 549.

A statute should be construed to give effect to its "leading idea and the whole brought into harmony therewith if reasonably practicable." State ex rel. Minneapolis, St. P. & S. M. R. Co. v. Railroad Comm., 137 Wis. 80, 117 N.W. 846. Decisions of this Court are numerous to the effect that the object sought to be reached by a statute must be considered in construing it. That is the most important consideration. State ex rel. Marshall & Ilsley Bank v. Leuch, 155 Wis. 500, 144 N.W. 1122. A statute should be construed with reference to its leading idea. State ex rel. City Const. Co. v. Kotecki, 156 Wis. 278, 146 N.W. 528.

As the United States Supreme Court declared well over a century ago:

"[I]t is well settled that, in interpreting a statute, the Court will not look merely to a particular clause in which general words may be used, but will take in connection with it the whole statute (or statutes on the same subject) and the objects and policy of the law, as indicated by its various provisions, and give to it such a construction as will carry into execution the will of the Legislature, as thus ascertained, according to its true intent and meaning." Aurora Med. Grp. v. Dep't of Workforce Dev., Equal Rights Div., 230 Wis. 2d 399, 406, 602 N.W.2d 111, 114–15 (Ct. App. 1999), *aff'd*, 2000 WI 70, ¶ 13, 236 Wis. 2d 1, 612 N.W.2d 646

"Although the title is not part of the statute it may be persuasive of the interpretation to be given the statute." Pure Milk Prods. Coop. v. National Farmers Org., 64 Wis.2d 241, 253, 219 N.W.2d 564 (1974). The title of a statute cannot defeat the language of the law, but it is persuasive evidence of a statutory interpretation. *Id.* Section 102.52 is titled "Permanent Partial Disability Schedule" (emphasis added). The title, therefore, further evinces the legislature's intent that §102.52 applies only in cases of permanent partial disability. Mireles v. Labor & Indus. Review Comm'n, 2000 WI 96, 237 Wis. 2d 69, 93, 613 N.W.2d 875, 887 FN 13

In assimilating the various concepts referred to above into a review of the statutes applicable to this case, the Court notes that the following statutes have some relevance to this issue:

**66.02162 Incorporation of Certain Towns Contiguous to Third Class Cities or Villages.** A Town Board may initiate procedure for incorporating its Town as a Village by adopting a resolution providing for a referendum.

(a) The following conditions must be met:

1. Population exceeds 6,300.
2. Contiguous to 3<sup>rd</sup> class city.
3. Equalized value exceeds \$600 million.
4. Equalized value increased more than 7 percent in last five years.

5. Town Board is authorized to exercise Village powers.
6. Town has entered into at least 2 cooperative agreements.
7. The Town has at least one TID.
8. The Town has a sanitary district.

OR:

(b) The following conditions must be met:

1. Population of at least 2,300.
2. Equalized value exceeds \$190 million.
3. Area exceeds 40 square miles.
4. Contiguous to Village which has less than 300 population, area less than 2 square miles and aggregate net tax rate of Village is greater than 36 mills.
5. The Village and Town are in a county with population of less than 150,000.

Then a referendum must be passed by majority vote of the town.

**66.0217 Annexation Initiated by Electors and Property Owners**

Direct annexation by unanimous approval. Town territory can be annexed to City or Village upon petition by all electors and owners of all property in the Town and approval by 2/3 vote of City Council or Village Board.

OR:

By petition of one half the land owners or majority or electors in the territory.

OR:

By referendum on the petition of at least 20% of the electors.

**66.0219 Annexation by Referendum**

City or Village may initiate annexation of Town property by resolution of 2/3 of governing body and declare its intent to apply to Circuit Court for an Order for Annexation Referendum. The annexation must then be approved by the electors in the territory to be annexed at a referendum.

**66.0229 Consolidation**

A Town, Village or City may be consolidated with a contiguous Town, Village or City, by ordinance passed by a 2/3 vote of all members of each governing body, AND ratified by referendum held in each municipality.

A consolidation ordinance shall be referred to Circuit Court and Department of Administration before being submitted to the voters at referendum.



**66.0230 Town Consolidation with City or Village**

(1)(a) In addition to the method described in s. 66.0229(1) and subject to subs. (2), (3), and (4) and to ss. 66.0301(6)(d) and 66.0307(7), all or part of a Town may consolidate with a contiguous City or Village by ordinance passed by a two-thirds vote of all of the members of each Board or Council and ratified by the electors at a referendum held in each municipality.

**66.0301 Intergovernmental Cooperation**

(2) Subject to Sec. 59.794(2) and in addition to the provisions of any other statutes specifically authorizing cooperation between Municipalities...any Municipality may contract with other Municipalities...for the receipt or furnishing of services of the joint exercise of any power or duty required or authorized by law.

(6)(a) Any two Municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of the common boundary line between the Municipalities.

**66.0307 Boundary Change Pursuant to Approved Cooperative Plan**

(2) Any combination of Municipalities may determine the boundary lines between themselves under a cooperative plan that is approved by the department under this section.

The Court notes that there are several areas where the Legislature has specifically stated that a certain result may be achieved under more than one statute. For example, Sec. 66.0230 specifically states "In addition to the method described in S. 66.0229...all or part of a Town may consolidate with a contiguous City or Village..."

Section 66.0301 states in relevant part: "and in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities..."

Therefore, the Legislature is fully capable of expressing its intent to allow Municipalities more than one legal way to achieve a particular result, if it chooses to do so.

In this case, by utilizing the procedure under Section 66.0307, the Village has avoided the referendum required under Section 66.0230, which would ordinarily be required for consolidation, the referendum required under Sec. 66.0229, the petition or referendums required under Section 66.0217, and the requirements of Sec. 66.02162 for incorporating a Town as a Village. The undersigned is unable to find any language in Sec. 66.0307 which in any way explicitly or implicitly authorizes such comprehensive and drastic changes in the status of Municipalities. In order to do so, the Court would have to read considerable language into the statute. "We should not read into the statute language that the legislature did not put in." Brauneis v. State, 2000 WI 69, ¶ 27, 236 Wis.2d 27, 612 N.W.2d 635. City of Kaukauna v. Vill. of Harrison, 2015 WI App 73, ¶ 7, 365 Wis. 2d 181, 188, 870 N.W.2d 680, 683.



A similar issue was presented to the Supreme Court in the case of Village of Elmwood Park v. City of Racine, 29 Wis. 2d 400, 406, 139 N.W.2d 66, 68 (1966). In that case, the Village of Elmwood Park applied to the Circuit Court for an order under Section 66.024 for an annexation referendum of territory consisting of substantially all of the Town of Mount Pleasant. The objectors set forth many reasons why the petition of Elmwood Park should be dismissed, one of which was that Elmwood Park and Mt. Pleasant were attempting to evade the provisions of Sec. 66.02 Stats., by Elmwood Park instituting an annexation proceeding under Sec. 66.024, when it was apparent that Elmwood Park and Mt. Pleasant are attempting to consolidate. The Trial Judge concluded that annexation and consolidation were separate and distinct statutory procedures intended to apply to dissimilar factual situations and that annexation was not intended by the Legislature to encompass consolidation.

However, as the Supreme Court noted, the specific provisions of Section 66.024 specifically allowed the annexation as an alternative to any other annexation procedure: "As a complete alternative to any other annexation procedure, unincorporated territory which contains electors and is contiguous to a City or Village may be annexed thereto in the manner hereafter provided." Vill. of Elmwood Park v. City of Racine, 29 Wis. 2d 400, 404, 139 N.W.2d 66, 67 (1966). "We recognize that Elmwood Park and Mt. Pleasant could have proceeded under the consolidation statute (sec. 66.02) in their attempt to merge into one Municipality. Because consolidation procedure was available to them it does not follow that the alternative, annexation, was not proper for the same purpose." Village of Elmwood Park v. City of Racine, 29 Wis. 2d 400, 409, 139 N.W.2d 66, 70 (1966).

The distinguishing feature of the Elmwood Park case (and the Kaukauna case) is that each of the statutes implicated in that case specifically allowed the result sought to be achieved by the Village. In this case, Section 66.0307 contains no such language authorizing the dissolution of a Municipality or its complete absorption into another Municipality.

The facts of the Elmwood Park and Kaukauna cases are distinguishable from the facts in this case in a way which renders the decision in Elmwood Park and Kaukauna inapplicable here: In Elmwood Park, and Kaukauna the result obtained, boundary line adjustment, was clearly within the contemplation of the statute that was employed. In our case, the result obtained is not a boundary line adjustment but the absorption of an entire Township into a Village. The result obtained is distinctly different in this case.

The issue in Kaukauna was whether or not a boundary line agreement could be used to transfer substantially all of a Town into a Village. Kaukauna did not involve the elimination of an entire township.

In Kaukauna, the Court of Appeals held:

"There likewise is nothing absurd about the fact that the legislature might permit intergovernmental cooperation agreements to include major boundary changes without

agency approval or a public referendum—at least no more absurd than the fact that a “minor” boundary change may be accomplished without agency approval or a public referendum. Nor is it absurd that the legislature would create different procedural requirements from those already in existence in other statutes; in fact, that would appear to be precisely the point.” City of Kaukauna v. Vill. of Harrison, 2015 WI App 73, ¶ 10, 365 Wis. 2d 181, 190, 870 N.W.2d 680, 684.

The Kaukauna case is not on point and does not support the position of the respondents.

Furthermore, a common sense reading of Section 66.0307 leads the Court to the conclusion that the Legislature did not intend that Section 66.0307 be used to allow a Village to attach an entire Township under the guise of a boundary agreement.

The concept of an agreement implies the existence of two parties. One does not make an agreement with one’s self in a legal context. There are contracts, however, which expressly contemplate the fact that one of the parties will cease to exist. For example, two business entities could contract to merge into one entity adopting the name of one of the entities or an entirely new name. There are no words in Section 66.0307, (hereinafter referred to as the “statute”) that in any way suggests that one of the parties to the boundary agreement will cease to exist. The very concept of a boundary requires the existence of two units of government; otherwise there can be no boundary.

The statute, at (6), strongly implies the existence of two parties after the approval of the plan, by stating that the provisions of the plan are binding on the parties and have the force and effect of a contract. Under the theory advanced by the defendants, the Village of Kekoskee is now a party to a contract with itself and can presumably sue itself for failure to adhere to the contract. This is a result clearly not contemplated by the statute.

In order to adopt the interpretation proffered by the defendants, the Court would have to add words to the statute such as “In addition to the method described in Section 66.02162 and to Section 66.0230 and Section 66.0229, a Town and a contiguous Village may proceed under Section 66.0307 to consolidate the Town into the Village by virtue of a boundary line agreement...” As stated above, Courts are not allowed to add words to a statute in order to get a desired result. We must interpret the statute as written by the Legislature, in a logical and consistent way which gives meaning to the entire statute in its proper context vis a vis other related statutes.

The respondents further point out that in at least sixteen Municipalities have used boundary line agreements to resulting in the attachment of all remaining lands to an incorporated municipality, thereby resulting in the elimination of a Town. Apparently, there is no Appellate or even Trial Court Decision pertaining to any of those agreements. One can assume, from the lack of Appellate Decisions, that all of the parties involved either supported the agreements or were not dissatisfied enough to challenge the agreement in Court. In any event, the fact that it has been done before is

not even persuasive authority for the proposition that the process was legal, let alone binding legal precedent.

The fact that it had been done before without legal challenge may have contributed to the belief by the Department that such a procedure was legitimate under the time honored theory often used by various agencies in government that "this is the way we have always done it". The Court finds that the fact that sixteen Municipalities have done it before is not in the least bit persuasive.

The City further argues that the Plan is void and unenforceable for lack of definiteness and certainty and that it violates public policy. The City asserts that either party may declare the agreement null and void under certain conditions. This presents a paradox as to how a party that no longer exists can elect to declare a contract null and void. Presumably, the Town of Williamstown would have to find a way to re-create itself in order to exercise its right to terminate the contract. There is a question as to whether the City has standing to raise this point, in view of the fact that the City is not a party to the contract. The Court's ruling on the interpretation of the statute effectively resolves the case and the Court declines to address the issue of whether the contract is void or contravenes public policy. The City argues that the statute does not allow the resubmittal of a third plan. The Court is not persuaded that the procedures followed by the Department in returning the Plan to the Village and Town for further revisions, is prohibited by the statute which the Court finds is explicitly allowed by statute.

The City asserts that the Department improperly refused to accept the annexation of Town territory of territory by the City. The statute is unclear as to whether or not the prohibition against altering boundaries during the pendency of the boundary line change applies to the parties to the agreement or to third parties. However, it is clear that once the proceedings are concluded, there is no reason the annexation should not be accepted by the Department.

The Court is not sure whether the boundary affected by the proposed annexation is part of the boundary affected by the agreement; if not, there is no reason why the annexation should not be approved. If the annexation does affect the boundary between the Village and the Town, the Court is unaware of any reason the annexation should not be approved now that the Department's review of the proposed agreement is finished. Section 66.0307(7)(b) specifically provides that after the planning period has expired, the boundary may be altered.

The respondents point out that the annexation is the subject of another pending action in Dodge County. The Court finds that whether or not the Department was correct in rejecting the proposed amendment is of no consequence to this action in view of the Court's finding that the cooperative agreement was not legal in the first place.

The Court declines to rule on the other issues raised by the parties because the Court's finding that Section 66.0307 does not allow a Village to absorb an entire Township as stated above, which is dispositive of this case.

Therefore, the Court finds that Section 66.0307 Wis. Stats. does not allow a boundary line agreement to be used to absorb an entire Township into a Village, as was done here. Therefore, the Decision of the Department approving the agreement is reversed and the case remanded to the Department for further proceedings consistent with this decision.

Dated this 20<sup>th</sup> day of March, 2019.

BY ORDER OF THE COURT



JOSEPH G. SCIASCIA  
CIRCUIT JUDGE, BRANCH 3  
DODGE COUNTY, WISCONSIN

Distribution:

Attorney James Hammes  
Attorney Christopher Blythe  
Attorney Matthew Parmentier

3/20/19 Jmm

**FILED**  
**03-29-2019**  
**Clerk of Circuit Court**  
**Dodge County, WI.**  
**2018CV000527**

**DATE SIGNED: March 29, 2019**

Electronically signed by Joseph G. Sciascia  
Circuit Court Judge

**STATE  
OF WISCONSIN**

**CIRCUIT  
COURT**

**DODGE  
COUNTY**

CITY OF MAYVILLE,

Petitioner,

v.

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION,

Respondent.

Case No.: 2018-CV-527

Case Code: 30607

Classification: Administrative Agency  
Review

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**ORDER**

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In accordance with the Order Reversing and Remanding Decision of Department of Administration, filed in the Circuit Court of Dodge County on March 20, 2019;

IT IS HEREBY ORDERED as follows:

1. The Determination of the Department of Administration, which is the subject matter of this litigation, is reversed for the reasons set forth in the Court's Order filed on March 20, 2019, and the matter is remanded to the Department of Administration for implementation of this Order.

2. This Order shall be stayed during the pendency of any appeal filed by either party under the terms of this order; provided however, that the Court's Order of January 22, 2019 shall remain in effect. During the pendency of any appeal filed by any party to this action, the Village of Kekoskee shall continue to comply with the following:

- a. Within the extraterritorial plat approval jurisdiction of the City, any proposed land division over which the City of Mayville had authority to approve or reject in accordance with the provisions of Sections 236.02(5) and 236.10, Wis. Stats., as the right and authority existed as of October 4, 2018, shall remain in effect during the pendency of the litigation.
- b. The authority of Dodge County, as granted by Sec. 59.69, Wis. Stats., to review and approve all changes in zoning codes and/or zoning classifications within the Town of Williamstown, which authority existed as of October 4, 2018, shall remain in effect during the pendency of this litigation. Any requested changes in the zoning code and/or zoning classifications, during the pendency of this litigation, shall be submitted to Dodge County in accordance with the procedures and authority which existed as of October 4, 2018.

This is a final order from which an appeal may be taken.



# VILLAGE OF KEKOSKEE

**PRESIDENT:**

Lloyd Lechner

21 Valley Street, Mayville, WI 53050

**TRUSTEES:**

Jerry Barker

John Becker

**CLERK:**

Diane Beine

**TREASURER:**

Steve Bachhuber

October 5, 2018

Secretary of Administration

Ellen Nowak

P.O. Box 7864

Madison, WI, 53707

Dear Secretary Nowak,

Enclosed for filing pursuant to Wis. Stat. 66.0307(10) and Wis. Stat. 66.0217(9) is a certified copy of an Ordinance attaching lands to the Village of Kekoskee.

The current population of the territory described in the Ordinance is 764.

If you need anything further from me in connection with the filing requirements of Wis. Stat. 66.0307(10) and Wis. Stat. 66.0217(9), please let me know.

For the Village Board,



Diane Beine  
Village Clerk





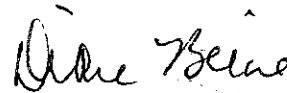
**VILLAGE OF KEKOSKEE  
DODGE COUNTY, WISCONSIN**

**CERTIFICATION OF ADOPTION OF ATTACHMENT ORDINANCE**

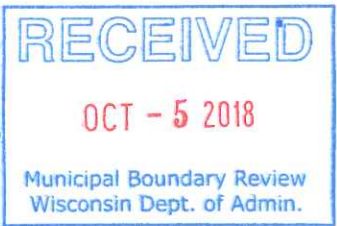
I, Diane Beine, Village Clerk of the Village of Kekoskee, hereby certify that the attached Ordinance of the Village of Kekoskee Village Board was adopted at a duly-noticed, open meeting of the Village Board and that said Ordinance remains in full force and effect without amendment.

Dated this 5<sup>th</sup> day of October, 2018

**VILLAGE OF KEKOSKEE**

A handwritten signature in cursive script, appearing to read "Diane Beine", is written over a horizontal line.

Diane Beine, Village Clerk



**ORDINANCE #41**

**AN ORDINANCE ATTACHING LANDS TO THE VILLAGE OF KEKOSKEE**

**WHEREAS**, the Village of Kekoskee and the Town of Williamstown are parties to a Cooperative Plan entered into pursuant to Wis. Stat. § 66.0307 (hereinafter, the "Plan"); and

**WHEREAS**, the Plan was approved by the Wisconsin Department of Administration on October 4, 2018; and

**WHEREAS**, under the terms of the Plan, as soon after the Plan's effective date as practicable, the Village is to attach all territory then located in the Town; and

**WHEREAS**, under the terms of the Plan, the attachment is to occur through the adoption of an attachment ordinance under Wis. Stat. § 66.0307(10); and

**WHEREAS**, this Ordinance is intended to serve as that attachment ordinance.

**NOW, THEREFORE, THE VILLAGE BOARD OF THE VILLAGE OF KEKOSKEE, DODGE COUNTY, WISCONSIN**, pursuant to the terms and conditions of the Plan, together with the powers conferred pursuant to Wis. Stat. § 66.0307, does hereby ordain as follows:

**SECTION 1.** The lands set forth in Exhibit A are hereby attached to the Village effective immediately.

**SECTION 2.** The Village Clerk is directed to file the documents required by Wis. Stat. § 66.0307(10) and to take all other necessary action to implement this Ordinance.

**SECTION 3.** This Ordinance shall take effect immediately upon its adoption.

Dated this 5th day of October, 2018

  
Lloyd Lechner, Village President

Attest:

  
Diane Beine, Village Clerk

EXHIBIT A  
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:

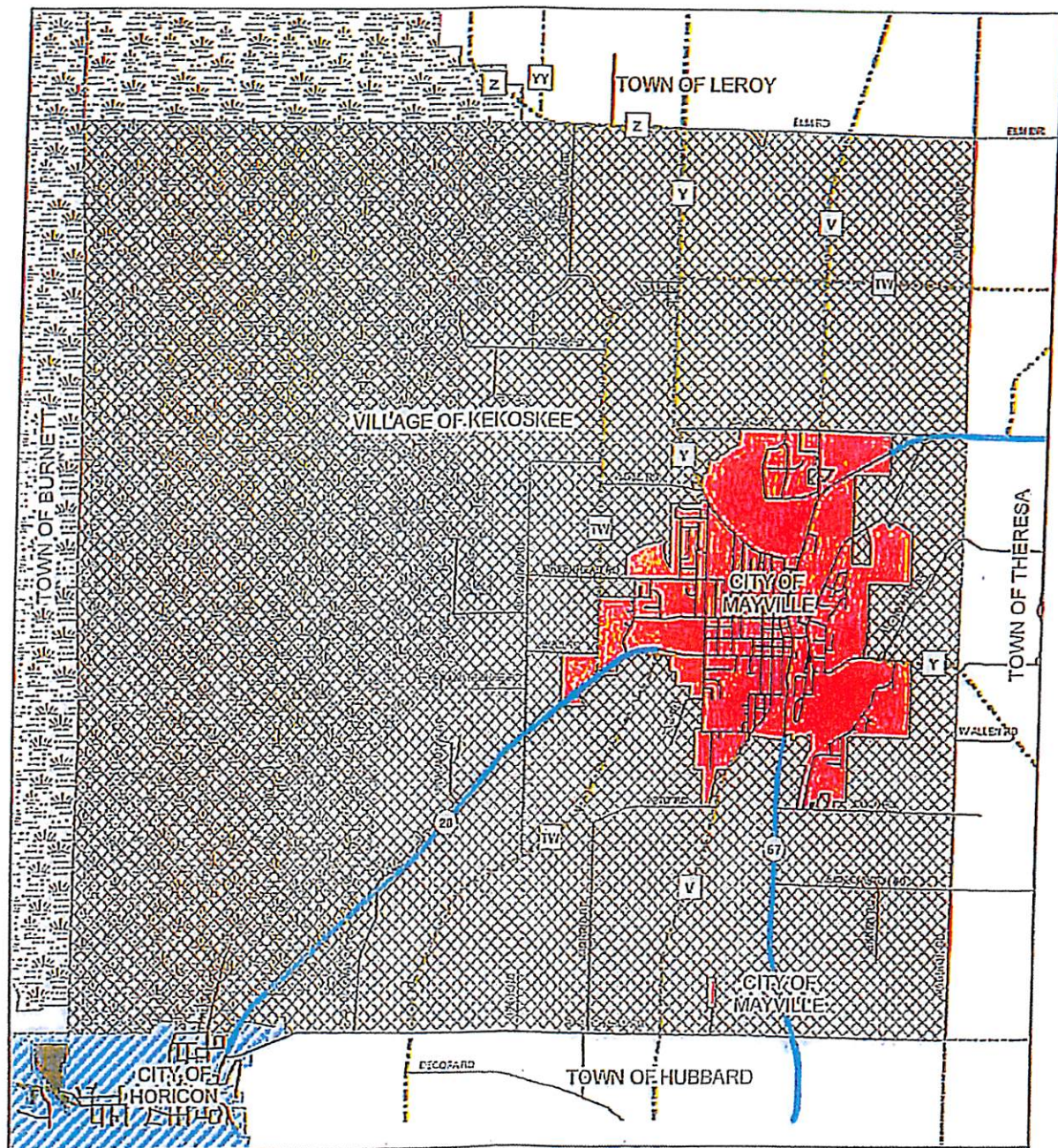
The Village of Kekoskee located in Sections 2, 3, 10, and 11 all in Township 12 North, Range 16

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 9<sup>th</sup> 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 EXLUDING ALL THOSE PARTS CURRENTLY LOCATED IN THE CITY OF MAYVILLE, THE CITY OF HORICON AND THE VILLAGE OF KEKOSKEE.*



# 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



0.5 0.25 0 0.5 1 1.5 2 Miles