

RESOLUTION 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: Donald 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.

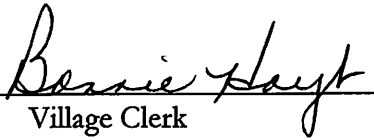
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VILLAGE OF KEKOSKEE

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: 
Village President

Date: 1/22/2018

By: 
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 O'Rourke Date: 1/22/2018
Town Clerk

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