

**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.