

Section 16: Land Information.

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

The parties intend that upon completion of the Boundary Change, there will be no change in the Dodge County Land Information Division providing the above-referenced land information services and functions to the Village. In addition, the Village will maintain all land use and zoning information layers which are not typically provided by the Dodge County Land Information Division for incorporated communities to administer Section 10: Planning and Zoning.

Section 17: Address System.

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

Section 18: Dispute Resolution.

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

- (a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:
 - (i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (ii) Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five days of the request for a mediator, a qualified mediator will be appointed by the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration, or his successor.

- (iii) The mediation session shall take place within 30 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - (iv) In the event that a mediator is used, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least 10 days prior to the first scheduled mediation session. The parties will also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement such information.
 - (v) The mediator does not have authority to impose a settlement upon the parties but will attempt to help the parties reach a satisfactory resolution of their dispute. To the extent authorized by law, the mediation session(s) are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding, views expressed or suggestions made by the other party with respect to a possible settlement of the dispute, or admissions made by the other party in the course of the mediation proceedings.
 - (vi) The expenses of a mediator, if any, shall be borne equally by the parties.
- (b) If unresolved after (a) above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator they will request a 5-person panel list from the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration, or his successor. Each party will have two strikes from the 5-person panel. The parties may agree to an alternative method for the selection of a single arbitrator.
 - (c) Each party will be responsible for its own fees of arbitration including attorneys' fees and expert fees.
 - (d) The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award of the arbitrator is final and binding, and shall be enforceable by law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings, unless the parties agree on different arbitration procedures.
 - (e) The parties agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that the failure to institute arbitration proceedings

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

Section 19: Severability

The provisions of this Agreement are severable. In the event that any provision is held to be invalid or unconstitutional, or if the application of any provision to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the other provisions or application of this Agreement, which can be given lawful effect without the invalid or unconstitutional provisions or application. In the event that all or any portion of any jurisdictional transfer set forth in this agreement is held to be invalid or unenforceable, that portion shall be severable from the remaining jurisdictional transfer(s) and the other provisions of this Agreement, which shall remain unaffected by the invalidity or unenforceability.

Section 20: Effective Date.

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

Section 21: Miscellaneous.

- (a) No Third-Party Beneficiary. This Agreement is intended to be solely between the Town and Village. There are no intended third-party beneficiaries of this Agreement. Nothing in this Agreement shall be interpreted as giving to any person or entity not party to this Agreement any legal or equitable rights whatsoever.
- (b) Administration. This Agreement shall be administered on behalf of the Town by the Town Chairperson or designee, and on behalf of the Village by the Village President or designee.
- (c) Further Acts. The parties agree to take any further actions and execute such further documents as are necessary to accomplish the actions contemplated by this Agreement.
- (d) Binding Effect. This Agreement shall bind and accrue to the benefit of all successors of the Town and Village and be binding on the parties’ successive governing bodies.

- (e) No Challenges. The parties hereby waive any right each may have to commence or maintain any action or proceeding to contest, invalidate, or challenge this Agreement or any of the actions required or contemplated by this Agreement.
- (f) Third-Party Actions. In the event of a court action by a third party challenging the validity or enforceability of this Agreement, both parties shall cooperate to vigorously defend this Agreement. If only one party is named in the relevant action, the other party will seek to intervene and the named party will support such intervention. No settlement of any such action is permitted without the approval of the governing bodies of both municipalities.

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

The Town is a party to a Negotiated Agreement concerning the GFL Glacier Ridge Landfill. By its terms, the Negotiated Agreement is binding upon all of its parties' legal successors. The Town and Village intend that after the Boundary Change described in this Agreement, the Village shall be the Town's legal successor for purposes of the Negotiated Agreement and shall have all rights and be bound by all obligations existing thereunder. This Agreement may be declared null and void at the option of either party if the Negotiated Agreement is terminated because of the Boundary Change or if the Village is not treated as the Town's successor under the Negotiated Agreement following the Boundary Change.

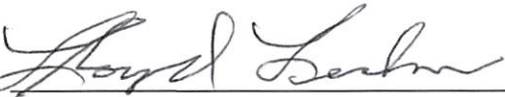
- (g) References. Any references to a particular agency, organization, or official shall be interpreted as applying to any successor agency, organization, or official to which the contemplated functions are transferred. Except as expressly stated otherwise, any reference in this Agreement to a particular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

- (j) Continued Enforceability. The enforceability of this Agreement is not affected by statutory amendments, changes in the forms of Village or Town government, or changes in Village or Town elected officials. Furthermore, this Agreement shall be construed to be binding upon the parties' respective successors, agents, and employees.
- (k) Performance Standard. This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld, delayed, or conditioned.
- (l) Counterparts. This Agreement may be signed in one or more counterparts, each of which, taken together, shall be deemed the same document. Furthermore, facsimile and digital pdf signatures constitute the same as an original signature.


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

VILLAGE OF KEKOSKEE

The undersigned officers of the Village of Kekoskee have executed this Agreement pursuant to a duly-adopted resolution of the Village Board dated September 15, 2021.

By: 
Village President

Date: 9/15/2021

By: 
Village Clerk

Date: 9/15/2021

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TOWN OF WILLIAMSTOWN

The undersigned officers of the Town of Williamstown have executed this Agreement pursuant to a duly-adopted resolution of the Town Board dated September 15, 2021.

By: Donald Fitzgerald
Town Chairperson

Date: 9-15-21

By: Karen Rouse
Town Clerk

Date: 09/15/2021

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