

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “*Agreement*”) is made and by and between the Village of New Auburn, a Wisconsin municipal corporation (the “*Village*”) and the Town of Dovre, Barron County, Wisconsin, a Wisconsin body politic and corporate (the “*Town*”). All of the aforementioned parties to this Agreement are sometimes collectively referred to as the “*Settling Parties*” and sometimes individually as a “*Settling Party*.”

RECITALS

1. The Settling Parties entered into that certain Intergovernmental Cooperation Agreement relating to North Street Reconstruction and Rehabilitation dated March 14, 2023 (the “*North Street Construction Agreement*”).
2. The Settling Parties initially disagreed on the amount to be paid by the Town to the Village under the North Street Construction Agreement given the annexation and road aid calculation issues (the “*Claim*”).
3. The Settling Parties have agreed to resolve the Claim by payment of \$11,599.85 from the Town to the Village, on the terms further set forth in this Agreement.
4. Each of the Settling Parties, in order to avoid the uncertainty, inconvenience and expense (e.g., attorneys’ fees, costs and other expenses) of litigation, and without admission of any liability, fact, claim or defense alleged or that potentially could be alleged by any other party, now desires to compromise and settle, as provided for more specifically below, all present and possible future differences, disputes, claims, cause of action, debts, assertions, liabilities, obligations and other matters arising out of, or related to, the Claim and the North Street Construction Agreement.

SETTLEMENT TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the premises, and also in consideration of the mutual promises and agreements hereinafter set forth, the Settling Parties agree, covenant and compromise as follows:

1. **Settlement.** Within ten (10) days after the Effective Date, the Town will pay to the Village the sum of \$11,599.85 (the “*Payment*”) via check. Further, each Settling Party shall execute the Highway Transfer Agreement attached hereto as Exhibit A upon execution of this Agreement.
2. **Effective Date.** This Agreement is effective as of the date last signed by a Settling Party (the “*Effective Date*”).

3. **Release from All Claims and Liabilities.** Upon the Village's receipt of the Payment, each Settling Party hereby finally and fully releases the other Settling Party, of and from the Claim and any and all claims, sums of money, causes of action, liabilities, damages, costs, attorneys' fees, and other matters related to the North Street Construction Agreement.
4. **Parties to Bear Their Own Costs.** Each Settling Party shall bear their own respective costs and attorneys' fees related to the allegations constituting the Claim and to the negotiation and preparation of this Agreement.
5. **Enforcement of this Agreement.** The Settling Parties, and each of them, understand and agree that this Agreement shall be construed under, and interpreted in accordance with, the laws of the State of Wisconsin, exclusive of its choice of law provisions.
6. **In the Event of a Breach.** The Settling Parties, and each of them, agree that, in the event of a breach of this Agreement, the aggrieved party or parties shall be entitled to recover from the breaching party or parties, in addition to any other relief provided by law, such costs and expenses as may be incurred by the aggrieved party or parties, including court costs, attorneys' fees, and other costs and expenses reasonably necessary in preparing the defense of, defending against, or seeking or obtaining an abatement of, or injunction against, any action or proceeding brought in breach of this Agreement, or in enforcing this Agreement, or in establishing and maintaining the applicability of, or the validity of this Agreement, or any provisions thereof, and in prosecuting any counter-claim or cross-complaint based thereon.
7. **Benefit of Counsel.** The Settling Parties, and each of them, hereby acknowledge, respectively, that they have been represented in negotiations for and in the preparation of this Agreement by counsel of their choice, or have had the opportunity to be represented by counsel of their choice, that the Settling Parties have read this Agreement and have had an opportunity to ask their respective legal counsel questions, if represented, and that they are fully aware of the contents of this Agreement and of its legal effect.
8. **Entire Agreement.** This Agreement, including Exhibit A, constitutes the entire agreement between and among the Settling Parties, and it is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever, except by a writing duly executed by all of the Settling Parties or their respective authorized representatives. The Settling Parties, and each of them, hereby agree and acknowledge that they will make no future claim at any time or place that this Agreement has been orally altered or modified, or otherwise changed by oral communication of any kind or character. The Recitals are incorporated within and are made a part of this Agreement by this reference. Any modification of this Agreement shall be in writing and duly approved by each Settling Party.

9. **No Admission of Liability.** This Agreement represents a compromise settlement of disputed claims and nothing contained herein constitutes an admission of liability by any of the Settling Parties. In resolving the Claim pursuant to this Agreement, each of the Settling Parties hereby expressly denies any wrongdoing, tortious, illegal or unreasonable conduct, statutory or regulation violation or liability whatsoever on his, her or its part. Each of the Settling Parties has concluded that it is in his, her or its best interest to settle their differences and disputes upon the terms and conditions set forth herein, and in doing so, does not admit, concede or imply that he, she or it has done anything wrong or legally actionable. Therefore, it is understood that the settlement payment made pursuant to this Agreement is not to be construed as an admission of liability on the part of any of the Settling Parties hereby making such payment or being released, and that said releasees expressly deny any liability. Nothing in this Agreement shall be construed as any waiver of a right, claim or defense by either Settling Party.
10. **Legal Capacity.** Each individual person executing this Agreement warrants and represents that he or she has full authority and legal capacity to execute this Agreement on behalf of the Settling Party on whose behalf he or she is the signatory.
11. **Counterparts.** This Agreement may be executed in multiple counterparts, which, when taken together, shall constitute one and the same original Agreement. For the purposes of this Agreement, a facsimile or electronic mail signature shall be deemed as valid and enforceable as an original.
12. **Successors and Assigns.** The agreements, covenants, undertakings, acts and other things done or to be done by each of the Settling Parties in this Agreement shall run to, inure to the benefit of, and be binding upon the Settling Parties and their respective successors and assigns (collectively the "*Successor Parties*").
13. **Warranty of No Transfer.** The Settling Parties, and each of them, hereby represent and warrant that they, respectively, and to their knowledge, are the only persons or entities which own or have an interest in any of the claims or matters herein released by them, respectively, and that they, respectively, have not heretofore assigned or transferred, or purported to have assigned or transferred, to any person, corporation or other entity whatsoever, any of the claims or other matters released under this Agreement.
14. **No Third-Party Beneficiary.** This Agreement and the performance of the Settling Parties' respective obligations hereunder are for the sole and exclusive benefit of the Settling Parties and their respective Successor Parties (as the case may be). With the exception of the Settling Parties and the Successor Parties (as the case may be), which shall have full rights to enforce the provisions of this Agreement, no person or entity who is not a party to this Agreement shall be deemed to be benefited or intended to be benefitted by any provisions hereof, and no such person or entity shall acquire any claims, rights or causes of action against the Settling Parties, or any of them, hereunder as a result of the Settling

Parties' performance or nonperformance of the Settling Parties' respective obligations under this Agreement.

15. **Negotiated Agreement.** This Agreement is the product of bargained for, arm's length negotiations between and among the Settling Parties. Any ambiguity in this Agreement shall not be construed for or against any of the Settling Parties, or his, her or its representative(s), which drafted any ambiguous language herein.

16. **Continuing Obligations.** The Settling Parties, and each of them, agree to execute or deliver any instrument, furnish any information or perform any other act necessary to carry out the provisions of this Agreement without undue delay or expense.

THE SETTLING PARTIES, AND EACH OF THEM, ACKNOWLEDGE THAT THIS AGREEMENT IS EXECUTED VOLUNTARILY AND WITHOUT DURESS OR UNDUE INFLUENCE ON THE PART OF, OR ON BEHALF OF, ANY PARTY TO THIS AGREEMENT OR ANY OTHER PERSON, FIRM OR ENTITY.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and entered into this Agreement as of the last date set forth below.

Village of New Auburn

By: Shannon Berg

Name: Shannon Berg

Title: President

Dated: 04/14/26

Attest: Teresa Dachel

Name: Teresa Dachel

Title: Deputy Clerk/Treasurer

Town of Dovre

By: Diane Vaughn

Name: Diane Vaughn

Title: Board Chairperson

Dated: 5/8/26

Attest: Jim Cody

Name: Louise Cody

Title: Clerk/Treasurer

EXHIBIT A
Highway Transfer Agreement
(see attached)

HIGHWAY TRANSFER AGREEMENT

Per Wis. Stat. §§ 66.0301 and 82.21(4)

THIS AGREEMENT IS BY AND BETWEEN THE TOWN OF DOVRE, BARRON COUNTY, WISCONSIN, AND THE VILLAGE OF NEW AUBURN, CHIPPEWA AND BARRON COUNTIES, WISCONSIN.

WHEREAS, North Street, constituting both W. North Street and E. North Street, is a highway situated in Section 36, Township 32 North, Range 10 West and Section 1, Township 31 North, Range 10 West; and

WHEREAS, between its intersection with County Highway SS and a point east to the intersection of N. East Street, a Village of New Auburn street, portions of the centerline of North Street represent the boundary between the Town of Dovre and the Village of New Auburn; and

WHEREAS, those portions of North Street which lie in the Town of Dovre are located between Village controlled sections and the efficient and continued maintenance and repair of North Street is of vital concern to the Village of New Auburn to make certain a sufficient road exists to facilitate safe travel in the Village of New Auburn; and

WHEREAS, the Town of Dovre and the Village of New Auburn have a desire to enter into this Agreement for the purpose of effecting a jurisdictional transfer of North Street from the Town of Dovre to the Village of New Auburn; and

WHEREAS, the Town of Dovre and the Village of New Auburn have previously entered multiple agreements relating to North Street including the North Street Reconstruction and Rehabilitation Agreement dated March 14, 2023, which is attached as Exhibit 1; and

WHEREAS, authority for this Agreement exists under §§ 66.0301 and 82.21(4), Wis. Stats.

NOW, THEREFORE, the Town of Dovre and the Village of New Auburn agree as follows:

1. The Town of Dovre transfers all right, control, and duty to operate, maintain, and repair all of that portion of North Street currently under the Town of Dovre's jurisdiction, from its intersection with County Highway SS to the intersection of N. East Street, being approximately ¼ mile, and as depicted on the scale map attached hereto as Exhibit 2.
2. In accord with Wis. Stat. § 82.21(4), from the effective date of this Agreement, the Village of New Auburn shall have full authority for and shall be solely responsible for the entire right-of-way of North Street as if said right-of-way was entirely within the corporate limits of the Village of New Auburn. These rights and responsibilities transferred pursuant to this

Agreement include, but are not limited to, utility construction permits, access control, winter and summer maintenance, construction, road aides received from the Department of Transportation, and enforcement of state and local (village) traffic regulations. The adjoining Town lands will remain within the Town of Dovre unless and until such lands are annexed by the Village. The only right and responsibility the Town retains as to the portions of roadway which are the subject of this Agreement is the right to review and issue driveway permits pursuant to Town ordinances on all properties within the Town of Dovre which adjoins the affected portions of North Street.

3. This Agreement shall take effect upon the holding of a joint meeting of the Town Board of the Town of Dovre and of the Village Board of the Village of New Auburn at which meeting it shall be decided and resolved that it is in the best interests of the traveling public and of the taxpayers of each of the town and village that the Village of New Auburn shall become solely responsible for the North Street and that all control there over previously vested in the Town of Dovre shall cease to exist. At such time, the Agreement between the Town of Dovre and Village of New Auburn relating to North Street dated January 2, 1936 shall be deemed terminated.
4. This Agreement shall continue in full force and effect until such time if ever the Town of Dovre and the Village of New Auburn take action consistent with Wis. Stat. § 82.21 to alter the terms hereof.
5. A duplicate copy of this Agreement shall be filed with both the Clerk of the Town of Dovre and the Clerk of the Village of New Auburn and shall have the same effect as an apportionment which was or could have been made in conjunction with an original highway order.

[SIGNATURE PAGES FOLLOW]

Village of New Auburn

By: Shannon Berg
Name: Shannon Berg
Title: President

Dated: 04/14/2026

Attest: Teresa Dachel
Name: Teresa Dachel
Title: Deputy Clerk/Treasurer

Dated: 4/14/2026

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF BARRON)

Personally came before me on the 14th day of APRIL, 2026, the above-named Shannon Berg and Teresa Dachel, to me known to be the person who executed the foregoing instrument and acknowledged the same.

David T. Ziarnik
DAVID T. ZIARNIK, Notary Public
State of Wisconsin
My commission expires: MAY 9, 2029

DAVID T. ZIARNIK
Notary Public
State of Wisconsin

Town of Dovre

By: Diane Vaughn
Name: Diane Vaughn
Title: Board Chairperson

Dated: 5/8/26

Attest: Jim Cody
Name: Louise Cody
Title: Clerk/Treasurer

Dated: 5/8/2026

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF BARRON)

Personally came before me on the 8th day of MAY, 2026, the above-named Diane Vaughn and Louise Cody, to me known to be the person who executed the foregoing instrument and acknowledged the same.

David T. Ziarnik
DAVID T. ZIARNIK, Notary Public
State of Wisconsin
My commission expires: MAY 9, 2029

DAVID T. ZIARNIK
Notary Public
State of Wisconsin

EXHIBIT 1

**North Street Reconstruction and Rehabilitation Agreement dated March 14, 2023
(see attached)**

**INTERGOVERNMENTAL COOPERATION AGREEMENT
NORTH STREET RECONSTRUCTION AND REHABILITATION**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT ("Agreement") is made and entered into the dates set forth herein below by and between the Village of New Auburn, a Wisconsin municipal corporation (the "Village") and the Town of Dovre, Barron County, Wisconsin, a Wisconsin body politic and corporate (the "Town"). (collectively the "Municipalities" or the "Parties") pursuant to the provisions of Sec. 66.0301, Wis. Stats. for the purpose of reconstructing and rehabilitating a portion of North Street lying in the jurisdiction of both the Village and the Town.

PREAMBLE

WHEREAS, the Parties each have jurisdiction over a portion of highway running from N. East Street in the Village to Old Highway 53 in the Town, known as North Street; and

WHEREAS, the Town has jurisdiction over approximately 0.06 miles, or three hundred and seventeen (317) feet of North Street (the "Town Portion") and the remainder of North Street remains in the Village's jurisdiction; and

WHEREAS, both Parties' portions of North Street are in need of reconstruction and rehabilitation; and

WHEREAS, the Parties are desirous to enter in an intergovernmental agreement pursuant to the provisions of Sec. 66.0301, Wis. Stats., to reconstruct and rehabilitate North Street and define each Party's role in accomplishing the reconstruction and rehabilitation of North Street;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements contained herein, the parties agree as follows:

AGREEMENT

I. PURPOSE

The purpose of this Agreement is to document the responsibilities of the Parties related to the reconstruction and rehabilitation of North Street (the "Work").

II. DUTIES OF THE VILLAGE OF NEW AUBURN

The Village shall individually perform, or shall contract with licensed and competent professionals to complete, the Work and shall be responsible for all costs of the Work, subject to Section III hereof. If the Village contracts with professionals to perform the Work, the Village shall comply with Wis. Stat. §§ 60.47 and 61.54. The Village, or its contractor, shall guarantee the condition of the Work on the Town Portion against all defects for a period of one year following completion of the Work.

III. DUTIES OF THE TOWN OF DOVRE

The Town shall reimburse the Village for the costs associated with the Work as it relates to the portion of North Street that falls within the Town's jurisdiction, approximately 0.06 miles, or three hundred and seventeen (317) feet of North Street (the "Costs"). The Costs are set forth in Exhibit A attached to this Agreement. Reimbursement of the Costs shall be made within thirty (30) days after the Town's receipt of an invoice for the same. The Village shall not approve any change

orders for the Work affecting the Town's Costs without the Town's express written consent. Further, the Town authorizes the Village to complete the Work on the Town Portion of North Street.

IV. EFFECTIVE DATE

This Agreement shall be effective as of the date the last of the Village or the Town executes this Agreement.

V. NOTICES AND INVOICES

Notices and invoices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon the Municipalities to:

Village of New Auburn Village Clerk-Treasurer
Village Hall
130 E. Elm Street
PO Box 100
New Auburn, WI 54757

Town of Dovre Town Clerk
Town Hall
304 25 ½ St.
Chetek, WI 54728

VI. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

VII. APPLICABLE LAW

This Agreement shall be governed under the laws of the state of Wisconsin and is made at Barron County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be exclusively in Barron County Circuit Court.

VIII. SECTION HEADINGS

The headings of the sections hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

IX. NON-ASSIGNMENT OF AGREEMENT

The Parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

X. MODIFICATIONS OR AMENDMENTS

There shall be no modifications to this Agreement, except in writing, signed by each and every of the Parties. Failure of a single Party to agree to an amendment shall not affect the operation of this original Agreement.

XI. INTEGRATION OF AGREEMENT

- A. This entire Agreement and understanding between the Parties is contained herein, supersedes all prior discussions and negotiations and/or previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Parties relating to the subject matter.
- B. Notwithstanding Section A, this Agreement is complimentary to the Parties' Intergovernmental Cooperation Agreement titled "North Street and County Line Road," which is not affected or superseded by this Agreement.
- C. This Agreement may only be amended in writing and signed by all Parties. The terms and conditions of this Agreement shall extend to and bind the Parties, the officers, governing bodies, employees, representatives, successors, and assigns of the Parties.
- D. The Parties represent and warrant that they have full authority to enter into this Agreement and that any person or entity executing in a representative capacity for the party has full authority to do so.

IN WITNESS WHEREOF, the Parties hereto, having read and understood the entirety of this Agreement, and being fully authorized to do so, hereby affix their duly authorized signatures:

[SIGNATURE PAGE ON FOLLOWING PAGE]

VILLAGE OF NEW AUBURN BY:

Brad Lotts

Brad Lotts, Village President

ATTEST:

Ardith Story
Ardith Story, Clerk-Treasurer

TOWN OF DOVRE BY:

Dean Trowbridge
Dean Trowbridge, Town Chairman

ATTEST:

Louise Cody
Louise Cody, Town Clerk

EXHIBIT A

Village of New Auburn			M & P Project No.: 2022-136		
Date: 1/23/23			By: L G		
North Street - Cost of Rehabilitation for 317', Town of Dove Cost Share					
BID ITEM	DESCRIPTION	UNITS	UNIT PRICE	QUANTITY	TOTALS
1	Base - 1 1/4" B.A.D	TON	\$ 18.00	131	\$ 2,358.00
2	Pulverizing Base and Asphalt	Sq Yd.	\$ 1.50	775	\$ 1,162.50
3	Base - 3/4" B.A.D Shoulders	Ton	\$ 24.00	71	\$ 1,704.00
4	Asphalt Pavement - Street	Ton	\$ 125.00	143	\$ 17,875.00
5	Tack Coat	Gal	\$ 5.00	20	\$ 100.00
CONSTRUCTION TOTAL					\$ 23,199.50

EXHIBIT 2
Scale Map
(see attached)

