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DEPARTMENT OF ADMINISTRATION
COOPERATIVE PLAN HEARING

November 6, 2019

Richard Jung Memorial Fire Station

N54 W26455 Lisbon Road

Pewaukee, Wisconsin

4:00 p.m. - 7:00 p.m.

Barbara Dassow, RPR, Court Reporter

Bdassow1@aol.com

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TRANSCRIPT OF PROCEEDINGS

MS. VICK: Good afternoon. It's 4:00 o'clock. We will officially call the hearing started. Just so you know, there are testimony slips and the agenda on the back table there, as well as the proposed cooperative plan. Here is what the testimony slips look like. You don't have to testify. You can register in favor or if you would like to testify bring all of those slips up to me. So feel free to fill those out and bring them up to me any time throughout the night. And then we do have the cooperative boundary plan. And you can look on there and see where we are in the process. This is the public hearing. We also have the statutory criteria review sheets. These are the things we look for in a cooperative plan that we have the ability to determine whether or not the plan meets these criteria. That gives you some basic information.

We are going to introduce ourselves. My name is Dawn Vick. I am the Administrator for the Division of Intergovernmental Relations from the Department of Administration. Thank you very much for having me out tonight.

MR. SCHMIDTKE: I am Erich Schmidtke. I

1 work in the Municipal Boundary Review Unit.

2 MS. POWERS: I am Renee Powers. I lead the
3 Municipal Boundary Unit and the plat review.

4 MR. RABE: I am David Rabe. I am legal
5 counsel with the Department of Administration.

6 MS. VICK: What we are going to do, we are
7 going to ask the petitioners, the people who are
8 submitting the cooperative plan to us, we are
9 going to start with the Town of Lisbon followed
10 by Village of Merton, Village of Sussex, City of
11 Brookfield, City of Waukesha. We will have them
12 all do introductions.

13 Town of Lisbon, if you could introduce
14 yourselves?

15 MS. GRESCH: I am Gina Gresch, the Town of
16 Lisbon administrator. And here for Lisbon is
17 Chairman Joe Osterman, Attorney Jim Hammes,
18 Planner Dan Lindstrom and supervisor Becky
19 Plotecher.

20 MS. VICK: Thank you. Village of Sussex,
21 who is here with you?

22 MR. SMITH: Jeremy Smith, village
23 administration and Al Reuter the village attorney
24 representing us.

25 MS. VICK: Thank you. City of Brookfield?

1 No one here yet. City of Waukesha? Okay.

2 Let me start out with the background of the
3 hearing. This public hearing was requested by
4 the Village of Sussex, according to Wisconsin
5 Statute pursuant to any person to request a
6 hearing if the request is filed within ten days
7 following department's receipt of the cooperative
8 plan for review.

9 The purpose of today's hearing is to listen
10 to testimony from the Town of Lisbon and Village
11 of Merton as well as from municipal neighbors
12 such as Sussex area residents and some others
13 interested in this cooperative plan. This
14 testimony will be used to help the department
15 apply statutory review standards in Statute
16 66.0307. So this hearing is not a court type
17 hearing. There are no rules of evidence, no
18 swearing in or cross examination of witnesses,
19 objections, et cetera. When you are giving your
20 testimony, you are giving your testimony to the
21 department staff only. So you know it won't be
22 you're talking to your neighbor, you're talking
23 to the department staff. Comments may also be
24 submitted to the department, to us, within ten
25 days following the hearing. So that means you

1 can submit written comments to us until Thursday,
2 November 18, 2019. We are not here today to make
3 a decision on the cooperative plan. We are just
4 hearing the testimony. So no decision will be --
5 on the cooperative plan will be made by the
6 department at this hearing today.

7 What we are going to do is take periodic
8 breaks. As you can see from the agenda, as we
9 run out of testimony slips, we will stand in an
10 informal recess until we get a few more. We will
11 come back to hear those bits of the testimony and
12 then again stand in informal recess. It depends
13 on how many people come and want to testify. So
14 feel free to bring those testimony slips up to
15 me, as I said, any time throughout the night.

16 So I went over the handouts with you
17 already. Is there anyone from the public who may
18 need to leave early and would like to testify
19 first? Okay. So we are going to start. We are
20 going to start with the Village of Sussex. We
21 are doing Lisbon -- We are going to do the
22 summary of the cooperative plan by Lisbon and
23 Merton. For that we would like to start.

24 MR. HAMMES: Good afternoon. I am Attorney
25 James Hammes. I represent the Town of Lisbon.

1 We have put the plan together and submitted it to
2 the department. There are representatives from
3 Merton here including Mr. Nelson, administrator,
4 and I think the Lisbon representatives have
5 already been introduced. The town of Lisbon and
6 Village of Merton have already been working under
7 the terms, the umbrella of the cooperative plan
8 since 2001. And what we are doing now is
9 updating the plan and submitting a plan in
10 conformance with Section 66.0307.

11 The original plan, which I believe was 2001,
12 was a plan that the parties -- that the
13 municipalities put together but it wasn't
14 submitted to the department for approval. The
15 plan is really relatively simple straight forward
16 and both the town and village have worked under
17 the umbrella of this plan all these years with no
18 problems at all.

19 You will note that one of the essential
20 requirements is that there is a small area called
21 the village -- the detachment area of lands in
22 the town that will go into the village upon
23 request of the property owner. It's depicted on
24 Exhibit B or C of the plan. Actually that area
25 was larger. All right. But over the years it

1 shrunk down and this is what is left.

2 The other critical area is the joint
3 planning area because there is an area that is
4 identified, I think it's on Exhibit E, where we
5 have a joint planning committee, two members from
6 the town, two members from the village, plus the
7 clerk administrator. When there are land
8 divisions or requests for changes or planning
9 developments within that area, it's submitted to
10 that joint committee for review and
11 recommendation. They have no veto power, but the
12 town doesn't go ahead with any type of action on
13 those without review and some form of
14 recommendation from that committee.

15 The other essential element is the Joint
16 Services Committee where the two municipalities
17 have and will continue to work on sharing
18 services. And I would report to you that even
19 since the submittal of this plan, one of the
20 results is that we are working on consolidation
21 of fire services. The fire chief, I believe, is
22 present or will be present later, that can bring
23 you up to date where that goes. Most of the
24 services that we would be looking to share in the
25 future would be that type of service. The police

1 right now we don't have police. We are under the
2 sheriff's department. But fire, and possibly
3 some type of parks services we may have in the
4 future. Highway will be shared on the roads that
5 are divided by boundaries, those types of
6 services. So, that is it. It's a relatively
7 straight-forward plan. And it's something that
8 we really have been operating under for the last
9 -- since 2001. We want to make sure that the
10 boundaries that we have agreed upon are
11 permanently fixed and approved and we can move
12 forward.

13 We have the town planner here who can answer
14 any questions about the planning agreements, how
15 that works, the town chairman, and other
16 representatives from the town that can answer any
17 of your questions on where we are and where we
18 intend to go.

19 MR. SCHMIDTKE: The 2001 agreement, was that
20 an agreement entered into under a different
21 statute?

22 MR. HAMMES: Yeah, 66 -- It wasn't -- I
23 don't have it in front of me. It was a boundary
24 agreement only. It wasn't a Court approved one
25 because of litigation and it wasn't because of --

1 Actually, you know, the statute that it was
2 adopted under has been renumbered years ago. But
3 that agreement is the framework for what you have
4 in front of you. And it's a framework that we
5 have operated under for the past 17 or 18 years
6 with no problems. Okay. Thank you.

7 Do you want to address the -- how the joint
8 planning area -- the zoning and master plan and
9 how that -- what is there now and what would be
10 happening in the future?

11 MR. LINDSTROM: Dan Lindstrom, town planner.
12 In front of you is Exhibit E, as part of the
13 draft agreement. It's actually the future land
14 use map that is shared between the village and
15 the town. That map has been modified over the
16 years. In draft form it went through the process
17 for Waukesha County, both the town and the
18 village adopted both of their maps. Throughout
19 the entire planning process, it has been
20 consistent throughout the entire time.

21 Over the past few years we worked on
22 clarifying a few little discrepancies between
23 land uses but overall both the village land use
24 map and the town land use map are now matching,
25 so as a result, we have two consistent plans and

1 matching with this area. That is the overall
2 planning document. The guide process that we
3 follow typically is when a process comes in,
4 whether land division or a zoning procedure, it
5 happens to originate that the town works it's way
6 to the Joint Planning Committee for
7 recommendation and then ultimately a planning
8 process up to the village's situation, their
9 planning commission and then village board and
10 ultimately back to the town for final approval.
11 So that is the process that is typically followed
12 for both the planning process and rezoning
13 situation. But that is where we sit. So I can
14 answer any additional questions on planning
15 zoning process.

16 MR. SCHMIDTKE: The comprehensive plans for
17 both communities were amended to be --

18 MR. LINDSTROM: They were working with
19 Waukesha County and they over the years have been
20 pretty much you can lay them on top of each other
21 and look the same for the village and the town
22 area. So that is the reason why the maps you see
23 here they match. The colors are a little
24 different in both of those documents.

25 MR. SCHMIDTKE: What was the time frame for

1 when they became consistent?

2 MR. LINDSTROM: The town's comprehensive
3 plan was the 2009 document started moving forward
4 from there and the village has been going on in
5 the process. I can't really pinpoint when the
6 village matched with that one.

7 Any other questions?

8 MS. VICK: Thank you. Are there any other
9 comments that the village or the Town of Lisbon
10 would like to submit?

11 What about the Town of Merton or you're
12 Lisbon?

13 MR. OSTERMAN: Joe Osterman. Obviously I am
14 in favor of this board agreement. We wouldn't be
15 here. I have to say working with Merton has been
16 a privilege. Everything we ever touched has
17 turned to gold on shared services as far as
18 sharing our DPW and our fire which we are working
19 to do. We already do it in some capacity now. I
20 mean everything down to the rec department. We
21 don't have a rec department. Our parks
22 department and everybody works together. We
23 function as one, which is nice. Ron and I do a
24 lot of talking, he's the village president. It's
25 seamless. Very much in favor of this. Looking

1 forward to working with them. Thank you.

2 MS. VICK: Thank you. Anyone else from
3 Lisbon? Merton?

4 MR. REINOWSKI: I'm not texting. I have my
5 notes in here. I would like to thank the panel
6 for giving me a chance to speak today and also
7 for the board trusting me to say what our
8 thoughts are. I would like to echo what you have
9 heard so far from Attorney Hammes, from planner
10 Dan and from Chairman Osterman. We really as a
11 village enjoy working with the Town of Lisbon. I
12 have been on the board for almost 23 years now.
13 We have seen some changes with Lisbon over the
14 years, the turnover and management. It's been
15 pretty steady about the last decade or so and our
16 ability to work together has gotten that much
17 closer over the years. I will give you a couple
18 of examples. They plow our roads for us. They
19 don't plow after they plow their roads. They
20 have people on duty that plow our roads and give
21 them just the same importance as they would their
22 own. We have invested in a new salt shed with
23 the town for storage. That was part of our
24 agreement to work together. We didn't need a
25 storage shed on our property. It would make more

1 sense for them where their DPW and trucks are.
2 We worked in that direction to share that cost.
3 You have heard and you will hear about fire
4 and EMS. As you can imagine, that is a major hot
5 button when it comes to expenses and the future
6 of coverage in the area. We are forward looking.
7 We are forward looking past where the county has
8 said well maybe sometime we will get you guys
9 together as a group and work together. We have
10 decided that we work so close together let's
11 start now. Let's start talking about it now and
12 we are on the cusp and I don't want to steal the
13 chief's thunder, Chief Brahm's thunder. We are
14 on the cusp of most likely coming up with an
15 intergovernmental agreement for our fire
16 department. They are coming together very, very
17 soon. We are looking at it between the two of us
18 as a regional rather than just a stand alone. We
19 joint plan together. We have done that several
20 times over the years, through our JPA. There has
21 never been a situation where we had contested
22 conversation back and forth. This is the
23 testimony of how close we work together.

24 Chairman Osterman talked about park and rec.
25 We have the Merton Athletic Association which

1 services about 700 kids in the area, a good
2 portion of which come from the town. Without
3 that -- Without that independent company that we
4 help sponsor, we would be at a loss here as well
5 as far as recreational opportunities for
6 children. So that is enjoyed by members of the
7 Village of Merton as well as the Town of Lisbon.

8 So when it came time for them to go through
9 this process, we were approached and asked our
10 border agreement that we have doesn't fit the
11 proper classification, or I don't know, you
12 probably have a better term for it, didn't fit
13 the right format for what they wanted to go
14 through. And they asked us if we would go
15 through the process with them to get our border
16 agreement into that format. There is nothing
17 that we do together or there is no friction
18 between the two of us that caused myself or
19 anybody on our board to say we don't want to --
20 we want to help -- we want to help our good
21 neighbor that helps us and we reciprocate with.
22 Never in my mind was there anything that would
23 stop me from saying hey Lisbon, if you want to
24 take this step, we are right there with you and
25 we look forward to the long relationship

1 together. I sound like a politician. I am
2 really -- Believe me, when it comes to doing the
3 other stuff, I am much more straight forward.
4 But I want to say there has never been any reason
5 now or in the future that I can see that we
6 wouldn't help a good neighbor out because we work
7 closely together. And that is about all I have
8 to say.

9 Anybody have any questions?

10 MR. SCHMIDTKE: So is a lot of the
11 cooperation over the last ten years, services and
12 the joint planning, is that because of the 2001
13 agreement? Has the 2001 agreement set those
14 relationships up?

15 MR. REINOWSKI: You know, the 2001 agreement
16 had components in there to discuss these things.
17 We did go out in 2001, and we did discuss them.
18 You bring up a very good point. Our two fire
19 departments, the two fire departments were not on
20 the same track as far as where they were going
21 with their training. Lisbon was going one
22 direction and we were going in another. It
23 wasn't wrong in either way, it just wasn't
24 meshing together. We have had some changes as
25 far as fire chief on our end which has -- which

1 Chief Brahm will talk about has caused our
2 departments to work closer together. We aligned
3 that training over time. And now we are at the
4 point that we are at. I don't think that we
5 could have slammed that together in 2001. It
6 takes time to come together. There were other
7 things that we were doing jointly that caused us
8 to say, you know what, we should really look at
9 this closely because we do work closely together.
10 So I hope that answers your question. There were
11 components in there. Some components we opted
12 not to do because we did things differently, some
13 components were on the fence and some components
14 we saw right away that we had good mesh. And I
15 think the scales have tipped to where we do more
16 of what's on that list than we do not at this
17 point.

18 MR. SCHMIDTKE: I haven't seen the 2001
19 agreement. I was wondering what kind of
20 foundation does this agreement -- I guess, or
21 what's the relationship or where does this take
22 off from where that left off? Not having seen
23 the 2001, I don't really know.

24 MR. REINOWSKI: It's pretty much the same
25 format that we had in 2001. I think I can get

1 you a copy of the border agreement. You will
2 find that the basic components --

3 MR. HAMMES: Actually it was negotiated in
4 2001 but it's effective February, 2002 and I will
5 just provide a copy. There are some provisions
6 in that agreement that are not replicated in the
7 new agreement because they're specific, for
8 example, the extension at Ainsworth,
9 A-i-n-s-w-o-r-th Road and reimbursement. That
10 occurred back in 2002, 2003. So it's not part of
11 this agreement, but so what you have in front of
12 you, as I said, that was the umbrella but not
13 everything because some of it is no longer
14 relevant.

15 MR. REINOWSKI: So the Ainsworth, during the
16 negotiations, the town just repaired Ainsworth
17 Road. That became part of our domain under the
18 border agreement. We actually paid them back
19 over a period of time. So that is why it's no
20 longer relevant.

21 MS. VICK: You started out your testimony
22 you said they plow your roads and you know they
23 don't just do it after they plow their roads. So
24 what was the impetus to them starting to plow
25 your roads? Did you agree to that sometime in

1 the past? How did that come about, was that part
2 of this agreement?

3 MR. REINOWSKI: It was a component in 2001
4 that we could look at. We were actually -- We
5 contract -- Let me step back. We plow our own
6 private property. Any parking lots, the park,
7 community center, things like that, we take care
8 of that. We have had numerous private
9 contractors take care of our village-owned roads.
10 The county takes care of the county-owned roads.
11 We had a gentleman -- For instance, we had a
12 gentleman that contracted. He came out one time
13 with a regular county plow and did the roads and
14 next time he came out and had 14 F-150's and
15 standard trucks because he was just having all of
16 his friends do it. Which from a liability
17 standpoint I am -- You can just imagine how I
18 felt when I saw that happen. We have had
19 contractors that didn't show up. We have had
20 contractors that tried it for a year and said
21 this is different than plowing the K-Mart parking
22 lot. We don't want to do this.

23 We got to talking to the town about it and
24 jokingly said one day it would be nice if you
25 plowed our roads, and they said let's talk about

1 it. So we came up with an agreement to plow.
2 And prices are very reasonable. And to the point
3 where we are now helping fund things like the
4 salt storage shed. We wouldn't do that if we
5 felt this was a one and done type of thing. It's
6 a long-term agreement, and we are very happy with
7 how they treat us. So that is how that kind of
8 came about. More of a necessity rather than a
9 border agreement.

10 MS. VICK: Is there an agreement like for
11 that service --

12 MR. REINOWSKI: We have an agreement for
13 that service. It's not just a handshake.

14 MS. VICK: It's not in 2001. It's not
15 necessarily in the current plan but those shared
16 services type of agreement, you know, how many
17 others are there that aren't mentioned in the
18 current plan?

19 MR. REINOWSKI: We have one for plowing. We
20 have one for -- Do you know if we have a shared
21 service agreement for the compost?

22 SPEAKER: Yes.

23 MR. REINOWSKI: We have a shared service
24 agreement for the compost. MAA, Merton Athletic
25 Association, independent corporation, there is no

1 shared service for that. It's just something
2 that we provide the use of our fields in the
3 village and we provide a stipend toward an
4 organizer of the activities. And anybody in the
5 community is free to use it. The Town of Lisbon
6 happens to be the second largest user aside from
7 the Village of Merton. I am trying to think off
8 the top of my head if we have any more shared
9 service.

10 Obviously, we will have an intergovernmental
11 cooperative agreement with the fire department
12 when that comes together.

13 MR. SCHMIDTKE: Are these in written format?

14 MR. REINOWSKI: Yes. Both of the ones that
15 I just mentioned are in written format. We don't
16 have a written format yet for the fire
17 department. That is just in draft mode right
18 now.

19 MS. VICK: One of the requirements that we
20 need to look at is the adequate provision is made
21 necessary for municipal services and what was
22 given to us in the plan that was submitted
23 doesn't include a lot of these details, doesn't
24 mention a lot of these shared services. You
25 know, so how can we judge whether or not the

1 agreement, you know, covers those things if we
2 don't -- if they are not part of the plan?

3 MR. REINOWSKI: Okay.

4 MR. SCHMIDTKE: What time period were those
5 entered into?

6 SPEAKER: I would say, gosh, I think plowing
7 five years ago maybe, plowing.

8 SPEAKER: Probably longer than that. I am
9 guessing it's more than that. We introduced our
10 second or third contract. I am guessing at least
11 8 to 10 years we have been doing that. The time
12 after we signed the original border agreement
13 that private contractor gave up a couple of years
14 after that. I am guessing about ten years that
15 the Town of Lisbon -- had a contract with the
16 Town of Lisbon for snow plowing.

17 SPEAKER: Compost has been around that --

18 SPEAKER: -- probably less --

19 SPEAKER: -- maybe 7 to 8 years.

20 MR. SCHMIDTKE: The written agreement for
21 specific services, are those -- is there a time
22 end date or is it just when the parties are no
23 longer happy and want to change?

24 MR. REINOWSKI: There is a time end date and
25 renewal on plowing, Gina is nodding her head yes.

1 I don't think there is a time end date on the
2 compost. Obviously if we do a joint
3 intergovernmental for fire, we are not looking
4 for that to be a short, over and done with. That
5 is our long-term solution to a very big problem.

6 MS. VICK: Thank you. Anyone else from
7 Merton?

8 MR. REINOWSKI: Is this the time you want to
9 hear about the fire department?

10 MS. VICK: Sure.

11 MR. HAMMES: Before we get to that. See,
12 you're right, that the -- like the street, they
13 have the time frames, the reason that the
14 agreement is set as it is with this committee
15 that you look at shared services, you don't want
16 -- the parties didn't want to put in the contract
17 that Lisbon will forever plow the streets of
18 Merton and Merton will forever pay. When they
19 have an issue that comes up we can do it, they
20 work on it on a case by case basis and do three
21 or four year contracts. We will submit all of
22 that.

23 MR. BRAHM: I am the fire chief of the town
24 of Lisbon, Doug Brahm. So the history of the
25 fire department working together actually started

1 in 2005 when there was an intergovernmental
2 agreement signed between the Village of Hartland
3 and Town of Lisbon to form the Bark River
4 Consortium. In there what we decided to do is
5 standardize our SOG, our policy, do mutual
6 responses back and forth and hire people to do
7 training between the two departments. And how we
8 put that all together in that agreement is Lisbon
9 would post the payroll and everything and then
10 the other department would contribute at the end
11 of the year. And we hired three trainers, fire
12 and EMS and we put together an American Heart
13 Association training center here and then what we
14 did is we trained and refreshed all our own EMTs
15 at that time. Hartland wanted to become ALS. We
16 supported as we were paramedics already to
17 support their ALS program. The Merton Fire
18 Department was a private fire company. So they
19 joined in on this Bark River deal and then we
20 included them in as a private fire company to
21 this agreement. And then we provided the ALS
22 response to Merton because they're a basic level
23 support service. So the Bark River Consortium
24 over the years grew. We did all of our training
25 together. We developed a lot of our responses

1 together. And the county did a study about the
2 feasibility of having a county-wide fire
3 department. At the end of the study, they
4 recommended cluster fire departments around the
5 county and they used our model as something to
6 piggyback off of and they actually showed up in
7 the thing as what other communities in the county
8 should do. At that point, we took all of the
9 things that we had together and decided to move
10 forward and become one fire department. As of
11 right now we have a common billing agency. So if
12 the BRF agency shows up and the ALS comes in and
13 there is one common bill to the patient and the
14 one common billing agency splits the money
15 between the departments. So all of these things
16 have been kind of put together already. We share
17 personnel back and forth. We share all of our
18 licensing back and forth. During the day
19 personnel goes back and forth. We man each
20 other's rigs. I mean it's already looking like
21 one fire department. But at some point the fire
22 company wants to go away and then we want to have
23 a shared municipal department where Merton and
24 Lisbon are shareholders equally. That is the way
25 to go so that we can get further along and hire

1 more people paid on premise. More full-time
2 people as the communities grow, getting
3 volunteers paid on call. It's coming in the
4 future. We all recognize that. We have a lot of
5 duplicate equipment that can go away. So that
6 intermunicipal agreement that we are putting
7 together right now is actually in draft form and
8 is in with both boards and they are working out
9 the percentages, the formulas, the funding
10 formulas and things. I know this is going to
11 happen pretty soon. We are pretty far along in
12 that. So the way this -- The officers have all
13 been integrated already. Our officers are on
14 call over there. They stay at that station. We
15 really are already pretty seamless. You wouldn't
16 know the difference. We are going to call this
17 the Bark River Fire Department. That is where
18 that is at.

19 MS. VICK: Thank you.

20 MS. GRESCH: The dates on the other
21 agreements, the compost site agreement started in
22 2012. We had contracts running through '15. '15
23 to '17. 2018 to 2020. And snow plowing
24 contracts started in 2011, and that contract went
25 to 2016 and then we renewed it for 2016 through

1 2026. And then I will e-mail those to you.

2 MS. VICK: Anybody else from Merton? Then
3 we will look at public comments. Village of
4 Sussex. Sussex comments?

5 MR. SMITH: Thank you very much, Mrs. Vick
6 and the DOA staff for your time today. I am
7 Jeremy Smith, Sussex Village Administrator. This
8 issue before you today is of vital interest to
9 the Village of Sussex and it's residents. There
10 are long-term and significant implications from
11 what transpires from today's process not just
12 here but throughout the state. We appreciate the
13 level of your professionalism and your role in
14 this process.

15 The cooperative plan you are being asked to
16 consider is a shell of a plan and merely a
17 charade as a precursor to incorporation under
18 66.02062. It's a race against time as the
19 statute disappears June 30, 2020, and the lack of
20 depth of the plan before you illustrates this.
21 The legislature very clearly required a community
22 to have two cooperative plans adopted to be
23 eligible for this loophole incorporation under
24 66.02062. As such, the role you now serve is of
25 great import in reviewing the cooperative plan

1 submitted. The standards for a cooperative plan
2 are clearly laid out in the statutes and involve
3 a great deal of planning because the implications
4 from its adoption impact property rights and
5 contractual rights and the directions of
6 communities long into the future. These are not
7 mere resolutions to pass willy-nilly to
8 accomplish clandestine desires of the town that
9 they cannot achieve under the clear rule of law.

10 As you may know, Lisbon has already twice
11 been rejected for incorporation by the Review
12 Board, the latest being in 2011, because it does
13 not meet the criteria for effectively functioning
14 as a village. One would expect the cooperative
15 plans being utilized today to meet a larger
16 incorporation attempt would address and solve
17 those issues that are a matter of statewide
18 interest and have been laid out in the law.

19 The IRB found that Lisbon failed to meet
20 three of the five relevant standards and while
21 the straight-up review before you today is not
22 directly tied, it is before you in spirit because
23 the approval of the cooperative plans and their
24 findings are standing instead until June 30th of
25 next year. Nothing has changed since the latest

1 failing of the town and these cooperative plans
2 and do nothing to dispel the facts that Lisbon
3 hasn't met the standards of the law.

4 The IRB found that Lisbon did not meet the
5 compactness and homogeneity test. This standard
6 requires the petition territory to be
7 sufficiently compact and uniform to function as a
8 village. The IRB, and I directly quote from
9 their findings, the proposed Village of Lisbon is
10 not compact but instead fragmented into four
11 distinct areas by existing natural, physical and
12 political boundaries. Especially problematic is
13 map 8 area 3 which is in the -- I didn't have a
14 copy of it but it's in your findings. Which
15 consists of numerous town islands that are
16 pinched between Sussex, Lannon and Menomonee
17 Falls and Pewaukee and cut off from other parts
18 of the proposed Village of Lisbon not only
19 physically but also in terms of schools,
20 transportation, and social and economic patterns.
21 Lisbon does not have a boundary agreement with
22 Sussex that will transfer -- Lisbon does have a
23 boundary agreement with Sussex that will transfer
24 a few problematic town islands. However, the
25 agreement does not transfer enough in terms of

1 compactness and homogeneity because most of the
2 problematic islands will remain in Lisbon even
3 after full implementation of the agreement. The
4 cooperative plan before you does nothing to
5 change this or address these issues.

6 The IRB further found that the strongest
7 connection is between Lisbon and Sussex. The two
8 communities, and again I am quoting from the IRB,
9 the two communities are so intertwined socially,
10 physically, economically and in all other ways
11 the board has difficulty in considering them
12 separately.

13 This is so intrinsically true. Sussex is
14 Lisbon's library, the location of it's elementary
15 schools, it's police station, it's rec
16 department, it's waste water treatment plant,
17 it's downtown, it's fourth of July fireworks,
18 it's post office, it's grocery stores, it's
19 businesses. Sussex is where most of Lisbon
20 residents gather and live their lives. Heck, we
21 even manage Lisbon's central cemetery. And the
22 cooperative plan being considered has potential
23 to impact Sussex so dramatically yet the Town of
24 Lisbon has taken zero efforts to reach out and
25 involve Sussex in it.

1 The IRB further found that Lisbon did not
2 meet the territory beyond the core test. This
3 standard requires that the territory beyond the
4 most densely populated square mile shall have the
5 potential for residential or other land use
6 development on a substantial scale within the
7 next three years. And again, I quote from the
8 IRB, given Lisbon's recent growth rate, modern
9 forecast population growth and comprehensive plan
10 that calls for minimal growth and continued rural
11 living, the board does not see the potential or
12 desire for the substantial urban development
13 within the next three years.

14 The cooperative plan being presented before
15 you doesn't resolve or address any of those
16 issues. Finally, the IRB found Lisbon did not
17 meet the impact on the metropolitan community
18 test. This standard requires a finding that the
19 proposed village will not harm the metropolitan
20 region.

21 The IRB found because of the current level
22 of conflict and the express desire to function
23 independently from their neighbors and county,
24 the board has concerns that incorporating Lisbon
25 will hinder resolving regional problems.

1 Cooperation between area municipalities is
2 particularly problematic within map 8 area 3 of
3 the area proposed of the village that consists of
4 fragmented town islands and isolated areas in
5 southeastern Lisbon. Incorporation would result
6 in freezing those problems in perpetuity.

7 Again, this cooperative plan before you
8 doesn't resolve those conflicts, further
9 highlights the town's desire to do it alone in
10 the region, and in fact the process by which
11 these cooperative plans were sought has created a
12 great amount of conflict in the region, more than
13 I have witnessed in my 16 years with the Village
14 of Sussex. This attempt has caused problems with
15 the county and the attempt to add to the
16 manufacturing tax base in the region. The
17 cooperative plan as proposed is forever, and
18 would, as I quote, freeze these problems in
19 perpetuity. A cooperative plan should not be
20 approved that creates those conflicts and locks
21 them in perpetuity.

22 The adoption of the cooperative plan has
23 detrimental and tortious interference with the
24 contract the exists between Sussex and Lisbon
25 boundary stipulation and as such should not be

1 approved.

2 The Lisbon comprehensive plan mentions the
3 DOA believes a cooperative plan prohibits
4 annexation by municipalities that are not parties
5 to the plan. That is a direct quote in their
6 comprehensive plan. Sussex is not a party to
7 this cooperative plan but has a contractual right
8 to certain properties in the boundary stipulation
9 that Lisbon and Sussex are a party to. Lisbon in
10 the past year since they started this endeavor
11 has violated the boundary stipulation on multiple
12 occasions. Does this cooperative plan override
13 an existing Court ordered stipulation? At a
14 minimum, it would suggest that any cooperative
15 plan impacting that stipulation should be
16 required to address those issues and involve that
17 community. It also means that any cooperative
18 plan that has any potential impact must be
19 examined with the highest degree of caution and
20 scepticism for its impact to negatively impact
21 the broader community. Lisbon's own
22 comprehensive plan recommends Lisbon engage
23 Sussex in a cooperative planning process, again a
24 quote from their comprehensive plan, which they
25 have not done. To that end the Sussex Village

1 Board passed a resolution this summer requesting
2 the Town of Lisbon to participate in 66.0307
3 process with each other. The Town of Lisbon
4 never passed the corresponding resolution. They
5 have no intention to negotiate in good faith as
6 they focus on securing the cooperative plans that
7 they intend to supersede the law. In fact, they
8 have violated the boundary stipulation as
9 mentioned on several occasions this past year as
10 they believe these cooperative plans will lead
11 them to rights beyond the stipulation.

12 The reality is the town has no intention of
13 cooperating and the words and documents they are
14 issuing don't match their actions. The
15 cooperative plans as drafted have a negative
16 impact on the boundary stipulations and its
17 contractual rights and make no attempt to
18 cooperatively plan. The state should not accept
19 a cooperative plan that has so many conflicts.
20 The purpose of the cooperative planning is just
21 that, cooperation.

22 A cooperative plan has many statutory
23 requirements and for good reason, because of the
24 impacts that adopting these plans has on
25 residence, business, property owners and the

1 region. These are not guidelines. 66.0307(3)(c)
2 requires that the cooperative plan shall describe
3 how it is consistent with each participating
4 municipality's comprehensive plan. The Town of
5 Lisbon's answer in describing how their
6 comprehensive plans are consistent with the
7 cooperative plan, and I quote, both the town and
8 village currently maintain comprehensive plans
9 developed in accordance with the provisions of
10 Sections 66.101, Wisconsin Statutes. Both the
11 town and village have determined that the
12 provisions of this plan are consistent with the
13 respective comprehensive plans of the town and
14 village, copies of which shall be submitted to
15 the department with the submittal of this plan.

16 Essentially their answer, we're a goose. We
17 quack like a duck and act like a town but trust
18 us we're a goose. This isn't a description but
19 rather a statement. It provides no context to
20 explain how the plans are consistent with the law
21 to evaluate from nor any basis from which the
22 state can determine the necessary findings.

23 The statute requires they give an
24 explanation that allows the DOA to do it's job
25 and allows the public to understand how the plans

1 are consistent. Transparency and open government
2 require a minimum threshold the ability to
3 examine the records against the law, and the
4 record is completely absent here.

5 Without an explanation, it is extremely
6 difficult to determine how the plans are or are
7 not consistent. But even a quick glance at the
8 comprehensive plan highlights conflicts between
9 the cooperative plan and the comprehensive plan.
10 From Merton's plan they talk about significant
11 single-family residential growth, they have lack
12 of ability to support multi-family housing.
13 There has been a significant population growth.
14 They have a lack of sewer which requires large
15 lots and running out of developable residential
16 sites. All of which suggest significant need for
17 more land. But the cooperative plan proposes
18 permanently freezing that boundary except for a
19 small area.

20 Furthermore, the Merton plan says that every
21 ten years they need to reexamine their plan to
22 address growth and the needs of the community.
23 The cooperative plan being proposed is forever
24 and essentially prevents that ability.

25 With Lisbon's cooperative plan as noted

1 earlier, Lisbon's cooperative plan recommends a
2 cooperative plan with Sussex. The village has
3 consistently told the town we are willing to talk
4 about a cooperative plan. The cooperative plan
5 process between Merton and Lisbon has interfered
6 with the cooperation between Sussex and Lisbon
7 and that process never made any attempt to the
8 cooperation with Sussex. It was kept secret from
9 Sussex because Lisbon didn't want Sussex to know
10 what it was doing. The adoption of this
11 cooperative plan very well might end any
12 cooperation between Lisbon and Sussex in the
13 future. That outcome certainly isn't consistent
14 with the comprehensive plan of Lisbon and it
15 certainly is not in the best interest of the
16 residents of the area that are counting on the
17 consistency of that boundary stipulation.

18 In one minute Sussex has just offered more
19 evidence that Lisbon's cooperative plan doesn't
20 meet the standard than the Town of Lisbon
21 provided with months of planning to prepare their
22 submittal. Literally the failure of the plan to
23 explain its consistency with the current
24 comprehensive plan does not meet the statutory
25 requirements and should result in rejection of

1 the plan.

2 This cooperative plan is not well prepared
3 and not consistent with the law. This isn't
4 surprising because it's real purpose wasn't to
5 actually create a meaningful cooperative plan or
6 to consider the many important aspects of such a
7 plan. If the state is to accept such an
8 incomplete and inconsistent cooperative plan, it
9 sets the standards for approval for any other
10 cooperative plan statewide to the same
11 substandard level. That, in turn, nullifies the
12 intent of the cooperative plan statute itself and
13 cannot be the basis forward for good governance
14 in the state. There certainly has been testimony
15 presented today that suggests there may be other
16 items in the record but that was not put in the
17 plan for consideration. Lisbon has failed to
18 meet the standard of the law with this
19 cooperative plan, and in its haste has laid bare
20 its true lack of planning but worst these
21 cooperative plans from Lisbon and the other
22 town's attempting them have left a path of ill
23 will in the region, hence why the City of
24 Brookfield and the City of Waukesha I believe
25 will be submitting testimony after the fact in

1 this matter, which will only be exacerbated if
2 the state accepts them.

3 The village attorney will now have comments.

4 MR. SCHMIDTKE: Could I ask about the Sussex
5 Lisbon boundary stipulation? So is that going to
6 expire at some point or --

7 MR. SMITH: There is no expiration date in
8 that agreement.

9 MR. SCHMIDTKE: So how would this
10 cooperative plan impact that boundary
11 stipulation?

12 MR. SMITH: Sure. In essence, if they
13 incorporate and the lands are already in the
14 town, how do they come into the village if they
15 incorporate and if the DOA is indeed -- their
16 comprehensive plan says if you adopt this
17 comprehensive plan than other municipalities
18 cannot get land, our contract that says we are
19 supposed to get land, that is not a mutually
20 inclusive agreement.

21 MR. SCHMIDTKE: How much of that boundary
22 stipulation is yet to be implemented?

23 MR. SMITH: The land use plan component to
24 that stipulation is ongoing. The land that comes
25 into the village, there is approximately, I want

1 to say, close to 700 acres that are supposed to
2 come into the Village of Sussex, yet that we have
3 spent millions of dollars in sewer infrastructure
4 preparing for.

5 MR. SCHMIDTKE: 700 acres to transfer and
6 then there is something else that you mentioned
7 that is ongoing?

8 MR. SMITH: There is a land use component
9 requirement of the boundary stipulation within
10 the JPC area between -- there was an agreement
11 about what uses --

12 MR. SCHMIDTKE: JPC --

13 MR. SMITH: Joint Planning Committee.

14 MR. SCHMIDTKE: Is that a committee that
15 continues to meet?

16 MR. SMITH: It does. As an incorporated
17 municipality, it would be arguable about what the
18 enforcement powers of that provision would be.

19 MS. VICK: Thank you. Mr. Reuter?

20 Just so you know, we have a leak. It looks
21 like it's leaking through the electrical light.

22 MR. REUTER: Thank you for your time today.
23 I am Allen Reuter. I am an attorney representing
24 the Village of Sussex. As you have heard, the
25 Village of Sussex is opposed to this cooperative

1 plan. You have heard reasons why from sort of a
2 local planning perspective from our
3 administrator. I am from Madison. I don't know
4 these people, and I don't know the area and I
5 don't know the planning consideration. I am
6 going to approach this more from a technical
7 standpoint and talk about your approval criteria,
8 the statutory requirements and the many ways this
9 plan does not meet those requirements.

10 The statute authorizing cooperative plans
11 has a number of substantive requirements that
12 must be included in the plan as well as procedure
13 requirements that must be in place in order to
14 approve the plan.

15 I am going to briefly discuss seven of the
16 substantive ways this plan fails to meet the
17 criteria and two procedural issues that prohibits
18 the approval of this plan. In terms of your
19 approval criteria, I think when you get to that
20 point you're going to find that as to each of
21 those criteria, your answer is going to be this
22 criteria is not met or we can't tell whether this
23 criteria is met. Part of that is because this
24 plan is extremely abbreviated. It's a fraction
25 of what I typically have seen in cooperative

1 plans in terms of the material -- materials that
2 are submitted and the information provided.

3 What I found interesting was the submittal
4 of the plan included your checklist that you
5 provided to people so they can go through and
6 make sure they met all of the requirements of the
7 statute. And somebody, either the town or
8 village I presume, checked off those boxes where
9 the plan met the statutory criteria. But most of
10 those provisions are left blank which appears to
11 be a concession that the plan itself does not
12 have the statutorily required elements.

13 So the seven that I will go through fairly
14 quickly start with the requirement that the
15 cooperative plan explain how the plan is
16 consistent with the comprehensive plans of both
17 the town and village. Administrator Smith
18 addressed that and I won't go through it in any
19 detail, other than to point out that there really
20 is no explanation at all that there is
21 consistency between those two documents.

22 The second statutory requirement is that the
23 cooperative plan must include a statement
24 explaining how the boundaries that have been
25 chosen meet the criteria of the statute. The two

1 criteria are basically that the boundary is not
2 arbitrary and that it takes into consideration
3 compactness of the community. While looking at
4 the map, it doesn't appear to be too irregular of
5 a boundary. There are three parcels of land off
6 Highway VV which are total about I think an
7 acre-and-a-half and they are separated by -- they
8 are completely surrounded by the Village of
9 Merton except connected to the town by 600 feet
10 of roadway. Why the plan does not address that
11 balloon on a string situation isn't explained
12 anywhere. It appears to be just an arbitrary
13 choice to leave those three properties in the
14 town rather than making the logical boundary.

15 Significantly, the statute requires that the
16 cooperative plan explain how services are going
17 to be provided, who is going to provide the
18 services to the territory and what the schedule
19 is for that, for the delivery of those services.
20 I reviewed the plan and there was absolutely
21 nothing in there about what services are being
22 provided, will be provided, might be provided or
23 how they are going to be provided. We heard
24 things tonight about apparently there is a snow
25 plowing service that is being done and a couple

1 of other services that are being provided. But
2 there is nothing that was said tonight that
3 guarantees that the services will be provided to
4 the area throughout the term of the plan.

5 Which leads to the next issue, that is term
6 of the plan. The statutory criteria is that the
7 plan is for a period of ten years unless you
8 folks approve a longer period. Well, your
9 approval criteria requires there be some
10 justification for a period that is longer than
11 ten years. Longer than ten years is often
12 approved. I am not going to say ten years is
13 carved in stone. But perpetual is a very long
14 time. Perpetual is about as long as you can go
15 with a contract. There is nothing to indicate in
16 the plan that any services will be provided ten
17 years from now, 15 years from now, 150 years from
18 now or throughout the term of the plan in
19 general.

20 I already mentioned the schedule for
21 delivery of services. Obviously since they don't
22 address services, they don't address the schedule
23 to deliver those services. Compatibility with
24 existing law is another requirement that must be
25 explained by the parties in their cooperative

1 plan. That is a topic that is not even mentioned
2 in the plan that was submitted.

3 Those are some, not all, but some of the
4 substantive issues where the plan doesn't meet
5 the minimum criteria of the statute and leaves
6 you in a position where you can't make findings
7 that you have to make in order to approve the
8 plan.

9 I want to address two procedural issues that
10 I think are problematic as well. One of the
11 requirements of the 66.0307 is that the
12 initiating resolutions have to be mailed to all
13 of the basic governmental agencies within five
14 miles of the town or village as well as the DOA,
15 DOT, DNR and a couple of other state agencies.
16 The submittal does contain two affidavits which
17 initiated resolutions were mailed to all of the
18 governmental entities within five miles as shown
19 on the attached sheet. But there is no attached
20 sheet with either of those two affidavits. So
21 basically you have a statement that they were
22 mailed to governmental agencies within five
23 miles, but it's impossible to tell whether that
24 includes DOA, which is headquartered in Madison,
25 DOT and all of the other agencies. There is

1 nothing in the plan that shows compliance with
2 that procedural requirement. The second one
3 which the plan itself actually does prove was not
4 complied with is the requirement that notice of
5 the public hearing published as a class three
6 notice. The class three notice has three
7 components to it. One, it has to be published
8 three different times. The second is that those
9 three publications have to be in consecutive
10 weeks, so once each week for three consecutive
11 weeks. And the third element is that the last
12 publication has to be at least a week before the
13 public hearing. There were three publications
14 and they were in three consecutive weeks. But
15 the last publication was actually six days before
16 the public hearing rather than the required
17 seven. As a result, the plan approval therefore
18 did not follow the statutory requirements. So in
19 terms of the department approval criteria, the
20 first one is, is a cooperative plan sufficiently
21 detailed for the department to make findings that
22 the criteria have been met. The plan is not
23 detailed at all and the issues I mentioned are
24 not issues of detail. They are issues of
25 substance. There is absolutely nothing in the

1 plan that addresses some of these, much less
2 detailed explanation. Consistency with the
3 comprehensive plan. We already addressed that.
4 I don't think there is any way that you can find
5 that there -- based on the explanation and the
6 plan that there is that consistency. Does the
7 cooperative plan adequately provide for service
8 delivery to the territory? Again, nothing in the
9 plan assures any services. The best they -- The
10 closest they come is they set up a joint
11 committee that will talk about the possibility of
12 consolidating services. But will talk about it
13 is not really a plan that can assure you that
14 services will be provided as necessary for that
15 area. The fourth criteria is whether the
16 boundaries are compact and not the result of
17 arbitrariness. As I explained, there doesn't --
18 there is no explanation of the considerations of
19 boundaries but there is that one area that does
20 seem to be arbitrary and there is no explanation
21 for why it's not.

22 And then finally, the cooperative plan, if
23 the cooperative plan exceeds ten-years, is there
24 justification provided. I don't see any
25 justification given the elements of the plan or

1 the sort of theory of the plan. I don't see why
2 it would have to be perpetual. There is a very
3 limited amount of land that would be annexed but
4 the plan that -- the plan basically says that
5 there is a very small area of land that may or
6 may not some time between now and the end of the
7 world be annexed into Merton. That is all it
8 says about boundary changes in the plan.

9 So if you have any questions, I would be
10 glad to answer them.

11 MR. SCHMIDTKE: This little area right here,
12 this area --

13 MR. REUTER: Yes.

14 MR. SCHMIDTKE: So this is a Town of Lisbon
15 piece?

16 MR. REUTER: Yes.

17 MR. SCHMIDTKE: Do you know what's going on
18 there?

19 MR. REUTER: No idea. Plan doesn't tell me.

20 MS. VICK: Thank you. Anyone else, Village
21 of Sussex?

22 We will go to public comments. And the
23 first one I have is Jane Stadler.

24 If anyone else has a testimony slip that
25 they would like to hand me, that would be fine.

1 Thank you.

2 MS. STADLER: Thank you for the opportunity
3 to speak to you tonight. Thank you for coming on
4 this wonderful snowy day. I have been a resident
5 of the Town of Lisbon since 1972. And I have
6 seen it grow and Sussex grow and Merton grow from
7 practically little dots on the wall and farms all
8 around and now suddenly it's houses and all of
9 the things that are brought into play when you
10 have more people.

11 The fire departments are included, roads,
12 because those are the things that the residents
13 see is what they are reacting to. And anyway, I
14 am also on the Joint Planning Committee with
15 Merton and have been for several years and have
16 gone through many discussions with them and there
17 has been cooperation all the way along. It's
18 been a pleasure to be able to deal with a group
19 of people who have their community reasons,
20 because they're working for the people in the
21 community, not for political reasons. And I feel
22 that this meeting tonight is strictly for the
23 okay or not okay of the plan that is submitted
24 for the boundary agreement between Merton and
25 Lisbon, and I think that the other things are not

1 pertaining to this issue because that is what you
2 have stated in your paperwork that it's for. So,
3 I am definitely for this, and hope that you can
4 look and see the fine things that are done
5 between the town and village. Thank you.

6 MS. VICK: Thank you. So at this time we
7 have no additional public testimony slips either
8 way. So we will go into informal recess until we
9 receive any additional public testimony slips.
10 So, let's try 15 minutes to start.

11 (Off the record from 5:00 to 5:15 p.m.)

12 MS. VICK: We have not received any
13 additional public comment testimony. We are
14 going to wait another 15 minutes and allow Lisbon
15 and Merton to do concluding thoughts. So we will
16 still be here until 7:00, but we are going to
17 allow the parties to do their concluding thoughts
18 then so you don't have to stay until 7:00. We
19 will still be here, but you will be able to leave
20 if you like. So at 5:30 we will do that. Thank
21 you.

22 (Off the record from 5:17 p.m. to 5:32 p.m.)

23 MS. VICK: Thank you everybody. It's just
24 after 5:30. I do have one public testimony slip.
25 So if Gerald Schmitz could come up and offer his

1 testimony and then we will do concluding thoughts
2 from both Lisbon and Merton.

3 MR. SCHMITZ: Good evening. I would like to
4 thank you for being here, and I appreciate the
5 opportunity to speak. I was the town chairman
6 from 1996 to 2006, quite previous to Joe,
7 wherever he is, back here somewhere. And there
8 were a couple of other town chairmen in between.
9 I would just like to say though that one of the
10 things that we did, and meaning the town board
11 and myself, we did get involved with boundary
12 agreements between the Village of Sussex and the
13 Village of Merton. Both of them we thought
14 turned out very well. I thought in essence that
15 we complied by every means we could to meet the
16 boundary agreements of both communities, both in
17 land use and involvement by our local PD, our
18 fire department and so forth.

19 As I look back now, I think it's kind of a
20 shame we are at this point again, be it that I
21 thought that this would have been resolved a long
22 time ago. I really do think the town needs to
23 become a village, similar to what happened to
24 Pewaukee back about 1994, 1995, and they were a
25 town at that time. And then actually they became

1 a City of Pewaukee and then you have the village.
2 I think it's in our best interest. I think both
3 communities, especially the town obviously, and I
4 would hope that you could see that to approve us
5 to go forward. Thank you very much.

6 MS. VICK: Thank you. Merton, would you
7 like to offer any concluding thoughts?

8 SPEAKER: Thank you. I will be brief.
9 Thank you for your time and allowing us to speak
10 tonight. I just want to say that you have a lot
11 on your plate, you have a lot of information that
12 has been thrown in front of you today to chew on
13 and I hope you look favorably upon what we have
14 done together with the town and allow this
15 cooperative agreement to go forward and let us
16 continue to further do what we have been doing
17 for many, many years. Thank you.

18 MS. VICK: Thank you. Lisbon, concluding
19 thoughts?

20 MR. HAMMES: Thank you. Again, James Hammes
21 on behalf of Lisbon. A lot of issues raised here
22 tonight about frankly I think has nothing to do
23 with the boundary agreement. This incorporation,
24 those issues really, you know, what happened in
25 prior incorporations have nothing to do with

1 whether or not the boundary plan has met
2 requirements. I would point out to you that it's
3 rather ironic because I just today received the
4 department's brief in another matter that I was
5 in front of you about a year ago, it was
6 Mayville, and in that case, the department takes
7 a position that these other municipalities such
8 as Sussex have no standing to even challenge
9 these types of agreements. I am sure you're
10 aware of that.

11 What I would like to do though is within ten
12 days following I will submit to the department a
13 written response to the issues that have been
14 raised tonight. I will provide to you, and I
15 think we already indicated that, the other
16 service agreements that are in place that are
17 subject to renewal in a few years. But I also
18 want to send you, even though I don't think it's
19 relevant, the agreement between Lisbon and Sussex
20 and point out to you in particular there is a
21 provision in that agreement that says the
22 boundary agreement between Lisbon and Sussex
23 survives any change in the form of government.
24 All right. So all of these, you know, the sky is
25 falling arguments are nonsense. That agreement

1 is binding even if the Town of Lisbon were at
2 some point to incorporate either as a result of
3 the statute that has been alluded to or some
4 other statute. The agreement is binding
5 irrespective of the form of government. I will
6 submit that to the department along with
7 comments. Thank you.

8 MS. VICK: Any additional Lisbon thoughts?
9 We will stand informal then and like I said, we
10 advertised that we will be here until 7:00 to
11 take comments. That is our responsibility to
12 stay here until 7:00. You are welcome to wait
13 with us. If you don't, thank you for coming out
14 tonight. Travel safely.

15 (Discussion off the record from 5:37 p.m. to
16 7:00 p.m.)

17 MS. VICK: We have not received any
18 additional public testimony slips. I want to
19 remind you that we will be accepting written
20 comments until Monday, November 18th. So please
21 know that you have the opportunity to submit
22 written comments to us. The address to submit
23 those, you can submit them by e-mail or snail
24 mail, is on the agenda which is found in the back
25 of the room. Please consider that.

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Otherwise at this point in time we will
consider this public hearing officially
adjourned. Thank you very much.

(Proceedings adjourned.)

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STATE OF WISCONSIN)

) SS

COUNTY OF WAUKESHA)

I, Barbara Dassow, Court Reporter and
Notary Public in and for the State of Wisconsin,
do hereby certify that the above proceeding is an
accurate transcription of my original shorthand
notes of the hearing held and was taken down to
the best of my ability.

That the proceedings were held on
November 6, 2019.

Barbara Dassow
Court Reporter/Notary Public
My commission expires: 3/1/23