



TOWN OF LISBON
W234 N8676 Woodside Rd.
Lisbon, WI 53089

Agenda
Town Board Meeting
Town of Lisbon, Town Hall
Monday, March 2, 2020
6:30 PM

- 1. Roll Call.**
- 2. Pledge of Allegiance.**
- 3. New Business.**
 - A. Discussion and necessary action on Resolution 06-20, Resolution Approving Revised Cooperative Plan with the Village of Merton.

4. Adjournment.

Joseph Osterman
Town Chairman

Gina C. Gresch, MMC/WCPC
Town Administrator

NOTE: Individual members of the Town Board will be available after the meeting to discuss town related issues with citizens who are present.
NOTE: Please notify the Town of Lisbon 72 hours in advance if you plan to attend and will need an interpreter or assistive hearing device.
NOTICE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information: no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

RESOLUTION 06-20

**RESOLUTION APPROVING REVISED COOPERATIVE PLAN
WITH THE VILLAGE OF MERTON**

WHEREAS, Section 66.0307, Wis. Stats., authorizes adjoining municipalities to adopt a Cooperative Plan which, when approved by the Department of Administration in accordance with the requirements of Sec. 66.0307, Wis. Stats., becomes effective and binds both municipalities to the terms and conditions of the Plan; and,

WHEREAS, the Village of Merton and the Town of Lisbon have adopted Resolutions authorizing their respective municipalities to enter into negotiations for the purpose of adopting a Cooperative Plan; and,

WHEREAS, The Cooperative Plan prepared by the Village and Town has the general purpose of guiding and accomplishing a coordinated and harmonious development of the territory covered by the Plan in order to best promote the public health, safety, and general welfare of the Village and Town; and,

WHEREAS, the Village and Town held a joint hearing on the proposed Cooperative Plan on July 9, 2019; and,

WHEREAS, on August 15, 2019, the Town adopted a Resolution approving a Cooperative Plan with the Village of Merton, and on September 5, 2019, the Village adopted a Resolution approving a Cooperative Plan with the Town of Lisbon, which Resolutions and Cooperative Plan were submitted to the Department on September 11, 2019; and,

WHEREAS, the Department of Administration conducted a Public Hearing, requested by the Village of Sussex, on November 6, 2019, and received comments during the Public Hearing from the public and the Village of Sussex, as reflected on the transcript of the Public Hearing which is submitted with this Cooperative Plan; and,

WHEREAS, the Village and Town held a second joint hearing on the proposed Cooperative Plan on December 5, 2019; and,

WHEREAS, the Village and Town have considered all comments on the Plan received during the Public Hearings and during the subsequent comment period; and,

WHEREAS, the Village and Town have now amended the initial Cooperative Plan for the purpose of addressing issues raised by the Department of Administration in the Department's Determination of December 9, 2019, as well as comments received at the various Public Hearings, and within the comment period following the Public Hearings; and,

WHEREAS, the purpose of this Resolution is to approve the revised Cooperative Plan as revised, which Cooperative Plan has been prepared in accordance with the provisions of Sec. 66.0307, Wis. Stats.;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town Lisbon does hereby approve the Cooperative Plan, a copy of which is attached hereto and incorporated herein by reference, as defined in Sec. 66.0307, Wis. Stats.;

BE IT FURTHER RESOLVED that the proper Town officials are hereby authorized to take all necessary and appropriate action consistent with this Resolution, including but not limited to the submission of the Plan to the Department of Administration for review and approval.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 2nd day of March, 2020.

TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: _____
JOSEPH OSTERMAN, Chairman

BY: _____
TEDIA GAMIÑO, Supervisor

BY: _____
MARC MOONEN, Supervisor

BY: _____
LINDA BEAL, Supervisor

BY: _____
REBECCA PLOTECHER, Supervisor

ATTEST:

BY: _____
Rick J. Goeckner, MMC
Interim Town Clerk



**INTERGOVERNMENTAL COOPERATIVE PLAN
BETWEEN THE TOWN OF LISBON
AND THE VILLAGE OF MERTON**

The Town of Lisbon, a Wisconsin municipal corporation located in Waukesha County, Wisconsin ("Town") and the Village of Merton, a Wisconsin municipal corporation, located in Waukesha County, Wisconsin ("Village") (collectively "Municipalities") hereby enter into this Intergovernmental Cooperative Plan ("Plan") pursuant to the provisions of Sec. 66.0307, Wis. Stats.

RECITALS

WHEREAS, the Town exists and operates as a Town under the provisions of Chapter 60, Wis. Stats., at all times material hereto; and,

WHEREAS, the Village is an incorporated municipality whose territory had previously been parts of the Town and the Town of Merton; and,

WHEREAS, the Town and Village, on February 25, 2002, entered into a Boundary Agreement and Cooperative Plan in accordance with the provisions of Sec. 66.0301 and Sec. 66.0225, Wis. Stats. ("2002 Agreement") a copy of which is submitted herewith as **Exhibit A**; and,

WHEREAS, the Town and Village now mutually desire to restate, and to the extent necessary, modify the 2002 Agreement, to comply with the requirements of a Cooperative Plan prepared pursuant to Sec. 66.0303, Wis. Stats.; and,

WHEREAS, the Town and Village now intend, by approval of this Plan, to incorporate elements of the 2002 Agreement, and to include additional elements and provisions in this Plan, which Plan, upon approval of the Department, shall supersede and replace the 2002 Agreement; and

WHEREAS, the Town and the Village are of the opinion that intergovernmental cooperation and joint planning, as set forth herein will provide for the best use of land, natural resources, and the providing of high quality and efficient services for the residents of the Municipalities; and,

WHEREAS, the Town and Village are of the opinion that it is in the best interest of the residents of the Municipalities to provide permanent boundaries between the Municipalities and accomplishing a coordinated, adjusted, an harmonious development of the territory covered in this Plan; and,

WHEREAS, the Town and Village, by adoption and submittal of this Plan, intend to secure their respective boundaries to address future growth and development within their respective jurisdictions, and to provide for an orderly growth of territory in the Municipalities; and,

WHEREAS, the Municipalities have adopted authorizing resolutions to participate in the preparation of this Plan pursuant to Sec. 66.0307(4), Wis. Stats., which resolutions have been submitted to the Department of Administration ("Department"); and,

WHEREAS, the Municipalities conducted a joint public hearing regarding the Plan on July 9, 2019 pursuant to Sec. 66.0307(4)(b), Wis. Stats., the minutes of which have been submitted to the Department with this Cooperative Plan; and,

WHEREAS, the Department of Administration, conducted a public hearing, requested by the Village of Sussex under Sec. 66.0307(5)(b), Wis. Stats. on November 6, 2019, and received comments during the public hearing from the public and the Village of Sussex, as reflected in the transcript of the public hearing submitted with this Cooperative Plan; and,

WHEREAS, the Town and the Village conducted a second joint public hearing on December 5, 2019 pursuant to Sec. 66.0307(4)(b), Wis. Stats., the purpose of which was to receive public comments and to consider comments received during the public hearing of November 6, 2019; and,

WHEREAS, the Town and Village have reviewed and considered comments received at the joint public hearings of the Town and Village and the public hearing conducted by the Department, and have modified the Cooperative Plan to address issues, comments and concerns raised during the same; and,

WHEREAS, the Department on December 9, 2019 made findings as to the completeness of the Plan, and pursuant to Sec. 66.0307(5)(b), Wis. Stats. returned the Plan to the Municipalities with the recommendation that it be re-submitted to include specific revisions as set forth in its December 9, 2019 findings; and,

WHEREAS, it is the intent of the Municipalities that this amended Cooperative Plan be a binding and enforceable contract and intended to address the provisions of Sec. 66.0307(3), Wis. Stats.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration the receipt and sufficiency of which is mutually acknowledged, the Town and Village hereby agree as follows:

SECTION 1: Definitions.

As used herein, the defined terms shall have the following meanings:

"Attached," "Attached," or "Attachment" shall refer to an alternative process whereby real estate is detached from the Town and attached to the Village pursuant to the terms of this Plan and Sec. 66.0307(10), Wis. Stats., in contradistinction from annexation under Chapter 66, Wis. Stats.

"Development" shall mean, without limitation, any request for rezoning, conditional use or special use permit, exclusive of permit renewals, use variance, site plan, plan of operation or design approval, or any other change of use of any portion of a property located within the territory described in the Village Growth Area, but not to include a request for construction of "garden sheds" or area variances under the Town Zoning Code.

"Effective Date" shall mean the date this Plan is approved by the Wisconsin Department of Administration in accordance with the provisions of Sec. 66.0307(5), Wis. Stats.

"Joint Planning Area" shall refer to those Town lands identified on **Exhibit E**, both the development and undeveloped territory which is contiguous to the Village, and the Development and use of which will have an impact on both the Town and Village.

"Municipalities" shall mean, collectively, the Town of Lisbon and the Village of Merton.

"Permanent Boundary" shall mean the common boundary between the Town and Village which shall exist following the attachment from the Town to the Village of all lands identified within the Village Growth Area.

"Village Growth Area" shall mean that territory within the Town identified and depicted on **Exhibit D** (" Future Village Annexation Area") which shall be detached from the Town and attached to the Village under the terms of this Plan. The term Village Growth Area is sometimes referred to in this Plan and the various Exhibits as VGA.

"Territory" shall mean those lands within the Town which are identified as being within the Village Growth Area.

SECTION 2: Participating Municipalities.

The Town and Village enter into this Plan under the authority of Sec. 66.0307, Wis. Stats. A legal description of the Town is appended hereto as **Exhibit A**, and a legal description of the Village is appended hereto as **Exhibit B**.

SECTION 3: Contact Persons.

The following persons and their successors are authorized to speak for their respective municipalities regarding this Plan:

For the Town: Town Chairperson, Joseph Osterman

For the Village: Village President, Ron Reinowski

SECTION 4: Boundary Adjustments Subject to the Plan.

The 2002 Agreement identified certain lands within the Town which were to be detached from the Town and attached to the Village. Those territories were referred to in the 2002 Agreement as the Village Growth Area. Subsequent to the execution of the 2002 Agreement, some of the lands within the Village Growth Area have been detached from the Town and attached to the Village, but certain lands within the Territory remain within the jurisdiction of the Town.

Under the terms of this Cooperative Plan, the Village Growth Area, as that term was defined and used in the 2002 Agreement, has been expanded to include a small collection of Town parcels,

1.5-acres in size, which are surrounded by the Village except for a 600-foot connection to a road right-of-way. The Village Growth Area, as that term is now used in this Plan, includes those parcels of lands identified by Tax Key Numbers and depicted on **Exhibit D** of this Plan which is appended hereto and incorporated herein by reference. The Town and Village have determined that the transfer of the Territory identified in this Plan as the Village Growth Area, shall be accomplished in an orderly manner, and that the territory to be attached by the Village, if not otherwise attached at the expiration of ten (10) years from the approval of this Plan, shall be attached to the Village at that time. Further, upon transfer of all lands identified as the Village Growth Area, the resulting boundaries shall be the permanent and perpetual boundaries as between the Town and Village, unless otherwise adjusted as provided in Sec. 13 of this Plan.

Until attachment occurs, services within the VGA will continue to be provided by the Town.

In establishing the permanent boundary lines between the Town and Village, the parties have determined that the permanent boundaries are not the result of arbitrariness and reflect due consideration for the compactness of the area as required by Sec. 66.0307(5)(c)5., Wis. Stats. The boundary lines are straight, tight, and compact, and, generally follow existing well-developed public rights-or-way including Lake Five Road, CTHW, Maple Street, and Ainsworth Road, all of which are identified and depicted on **Exhibit D**.

In determining the boundaries following attachment of the Village Growth Area territory, the parties have also taken into consideration the fact that the Village does not operate, own or maintain either a municipal water system or a sanitary sewer system, which municipal utilities are typically required in order to provide new development and growth.

The Village retains the right to expand by annexation of lands in the Town Merton, which has a substantial common boundary line with the Village. Historically, the expansion of the Village has occurred as a result of annexation of lands from the Town of Merton, rather than the Town of Lisbon.

Finally, the Municipalities have also taken into consideration the existence of a Boundary Agreement between the Town and Village of Sussex, a copy of which is appended hereto as **Exhibit F**. The Lisbon/Sussex Boundary Agreement does establish a Future Growth Area for the Village of Sussex, but that growth area is not impacted, impeded, or otherwise affected by the VGA contemplated by this Plan. Furthermore, there are no rights the Village of Sussex has related to extraterritorial land division or plat approval or extraterritorial planning or zoning rights, that extend to any of the lands that are identified as a part of the Village Growth Area or the Joint Planning Area described in this Plan.

SECTION 5: Purposes.

This Plan is intended to achieve the general purpose described in Sec. 66.0307(3)(b), Wis. Stats., which is to guide and accomplish a coordinated, adjusted, and harmonious development of the Territory covered by the Plan consistent with each Municipality's comprehensive plan. The parties have further identified the following specific purposes of this Plan:

- a. To increase governmental efficiency through the sharing of services that have been provided separately by the Town and Village, which will eliminate duplicative or unnecessary expenditures.
- b. To assure orderly development by combining the land use planning, development and zoning functions of the Town and Village.
- c. To adjust common boundaries between the Town and Village taking into consideration the compactness of the resulting boundary, the current and future development of the territory subject to boundary adjustment, as well as the natural terrain and general topography of the area, all in accordance with the provisions of Sec. 66.0307(5)(c)5., Wis. Stats.

SECTION 6: Consistency with Comprehensive Plans.

Both the Town and Village currently maintain Comprehensive Plans developed in accordance with the provisions of Sec. 66.1001, Wis. Stats. The Municipalities have determined that the provisions of this Plan are consistent with the respective Comprehensive Plans of the Town and Village, copies of which have been submitted to the Department.

The Town of Lisbon Comprehensive Plan contemplates the use and implementation of Cooperative Plans adopted by the Town of Lisbon and submitted to the Department for review and approval in accordance with the provisions of Sec. 66.0307, Wis. Stats. The Comprehensive Plan acknowledges that among the purposes of such a Cooperative Plan is the adjustment of boundary lines between adjoining municipalities, and the provision of shared services. The Town's Comprehensive Plan at page 28, Exhibit F, notes that the validity of the 2002 Agreement between the Town and Village "is in some question", and accordingly recommended to the Town Board that the Town should investigate the possibility of building upon the existing agreements to form a Cooperative Boundary Agreement with Merton pursuant to the provisions of Sec. 66.0307, Wis. Stats. This Plan, then, is consistent with the Town's Comprehensive Plan as required by the provisions of Sec. 66.0307(3)(c), Wis. Stats.

Among the goals articulated in the Village of Merton Comprehensive Plan is to continue quality intergovernmental cooperation with surrounding municipalities to promote cost-efficient sharing of public services and infrastructure and continue the use of mutually beneficial boundary agreements or shared service agreements, such as the shared service agreement contemplated by this Plan. (Village of Merton Comprehensive Plan, Chapter 1, page 12). Consistent with the requirements of the Sec. 66.0307(5)(c), Wis. Stats., the enactment and submittal of this Plan to the Department for review and approval is consistent with the Merton Comprehensive Plan.

SECTION 7: Existing Boundary and Boundary Changes.

The existing common boundary line between the Town and Village, as of the effective date of this Plan, shall remain the common boundary line unless and until adjusted by attachment of Territory within the Village Growth Area, as provided in this Plan.

SECTION 8: Village Growth Area.

- A. Village Growth Area. The parties hereby designate certain Territory within the Town, as identified and depicted on **Exhibit D**, which is incorporated herein by reference, as the Village Growth Area ("VGA"). It is the intent of the parties that the VGA shall be detached from the Town and attached to the Village as provided more particularly in this Plan.
- B. Authorized Detachments. Any lands within the Territory identified and depicted on **Exhibit D** may be attached to the Village, without consent or approval by the Town, upon receipt and approval by the Village of a petition for detachment executed and delivered to the Village in accordance with the provisions of Sec. 66.0227, Wis. Stats. The Town acknowledges that the Village has a reasonable present or demonstrable future need for the property within the VGA. The Town agrees that it will not directly or indirectly oppose any such detachment nor will it financially support any person opposing such detachment.
- C. Detachment Within the VGA. The individual parcels in the VGA described and depicted on **Exhibit D** may be detached from the Town and attached to the Village, on an individual basis, separate basis or an aggregate basis pursuant to the procedures set forth below:
1. Procedure for Voluntary Detachment. The procedure for detachment of any lands within the VGA shall be as follows:
 - a. The parcel owners desirous of attaching to the Village, developing or dividing an individual parcel(s) shall file a petition for detachment with the Town and Village clerks prior to being permitted to attach, develop, divide, or receive Village services.
 - b. The Village, within 45 days of receipt of a petition for detachment, may adopt an ordinance attaching the subject property(ies).
 - c. The Town, if required, within 45 days after receipt of the Village ordinance for attachment, shall adopt an ordinance detaching the subject property from the Town.
 2. Conditions of Detachment. The Town shall not permit development or division of individual parcel(s) within the VGA. The Town agrees to detach each individual parcel and the Village may attach each individual parcel upon the earliest of the following events:
 - a. Request through the submission of a petition for detachment as set forth above on the part of the owner(s) of each individual parcel to be attached to the Village.
 - b. Any land division of any individual parcel, whether by, without limitation, certified survey map, subdivision plat, or metes and bounds legal description.

- c. Development of any parcel located in the Village Growth Area, as that term is defined in Sec. 1 of this Plan.
- D. Involuntary Attachment/Detachment. Notwithstanding anything contained herein to the contrary, any Territory described or depicted on **Exhibit D** which has not been detached from the Town and attached to the Village, shall be detached, by ordinance adopted by the Village, upon the earlier of the following events:
 1. December 31, 2029; or,
 2. The incorporation of the Town of Lisbon as a Village or other incorporated municipality.
- E. Prohibited Annexations. No Town lands outside of the VGA shall be annexed, detached or otherwise transferred to the jurisdiction of the Village. The Village agrees that it will not, directly or indirectly, enact any ordinance or take any other action which would result in the transfer of any land or property from the Town except as set forth herein.

SECTION 9: Joint Planning.

- A. Joint Planning Area. The parties have identified certain undeveloped areas which, when developed, will have impact upon both the Town and the Village. These areas, referenced herein as the Joint Planning Area ("JPA") and the Town's lands to become part of the Village, are identified in **Exhibit E** attached hereto. During the planning period, the parties agree to cooperate on matters relating to land use planning within the JPA and approve all use of lands within the JPA in the following manner:
 1. The Joint Planning Committee ("JPC") shall be comprised of 2 members from the Town and 2 members from the Village ("Member" or "Members").
 2. The Members who comprise the JPC shall be appointed by and serve at the discretion of the Village President or Town Chair for their respective municipalities. One of the members from each Municipality shall be a member of the Plan Commission of that municipality. The second member from each Municipality shall be from the governing body of that Municipality.
 3. The Clerk and/or Administrator from each Municipality shall serve as an advisor to the JPC.
 4. Any two members of the JPC may call meetings of the JPC by providing two weeks written notice thereof to each member of the JPC in addition to the Village and Town.
 5. The JPC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.

6. In order to make a recommendation, a majority of the members from each municipality who are present at the meeting must join the recommendation.
7. The JPC shall receive, consider, and comment upon all applications for rezoning, conditional uses, PUDs, and plats that arise within the JPA.
8. Following each meeting, the JPC shall provide the Clerk and Plan Commission of the Municipalities with a copy of the minutes of the meeting. The minutes shall include a list of the members who were present at the meeting and that list shall identify the Municipalities that those members represent. The minutes shall also include a description of actions taken along with identifying which members voted in favor or, and which opposed, the proposed recommendations.
9. The JPC shall prepare, from time to time, a formal Land Use Plan for JPA, and shall submit the Land Use Plan to the Town Board and Village Board for its review, consideration and approval. Any issues involving the review, consideration and approval of a Joint Land Use Plan shall be resolved by submitting the Plan to Waukesha County, and the County's resolution of any such issues shall be binding upon both parties. The parties have determined that any issue involving the review, consideration or approval of the Joint Land Use Plan should be resolved by Waukesha County because the lands remain in the Town and are subject to the Comprehensive Plan adopted by Waukesha County.
10. The zoning and other codes of the Town shall govern all reviews or other matters undertaken by the JPC.

SECTION 10: Shared Services.

- A. Shared Services Committee. The Shared Services Committee ("SSC"), as defined below, shall consider, review and make recommendations to the Town Board and Village Board relating to the existing Shared Services Contract, and shall also consider and recommend to the Town and Village additional shared services, including but not limited to fire and emergency medical services, police protection, public works and other community services which contracts will benefit both Municipalities.
 1. The SSC shall be comprised of two members from the Town and two members from the Village.
 2. The members who comprise the SSC shall be appointed by the Village President and Town Chair for their respective delegates. One of the members from each municipality shall be a member of the Plan Commission of that municipality. The second member from each municipality shall be from the governing body of that municipality.
 3. The Clerk and/or Administrator from each municipality shall serve as advisors to the SSC.

4. The SSC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon the Municipalities.
5. In order to make a recommendation, a majority of the members from each municipality who are present at the meeting must join the recommendation.
6. Following each meeting, the SSC shall provide the clerk of each municipality with a copy of the Minutes of the meeting. The Minutes shall include a list of the Members who were present at the meeting and that list shall identify the municipalities that those Members represent. The Minutes shall also include a description of actions taken along with identifying which Members voted in favor of, and which opposed, proposed recommendations.
7. The SSC shall, at a minimum, not later than September 1st of each year during which this Plan is in effect, review the current status of all shared services or potential shared services, and submit a written recommendation to the Town and Village identifying all current and potential shared services which could be more efficiently and economically delivered, jointly, to the residents of the Town and Village. The Town and Village shall, within thirty (30) days of the receipt of such written recommendation, conduct a joint meeting of both the Town Board and Village Board for the purpose of reviewing, discussing and taking action, as deemed necessary, based upon the recommendation of the SSC.

B. Shared Services. As of the adoption of this Plan, the Town and Village, have adopted and implemented various contracts providing for the delivery of municipal services to both Town and Village residents in accordance with the requirements of Sec. 66.0307(5)(c)3., Wis. Stats. Those shared services evidenced by contracts are described more particularly as follows:

1. *Snow Plowing and Ice Control Services.* Effective December 12, 2016, the Town and Village entered into a shared services contract relating to snow plowing and ice control services. Under the terms of the contract, the snow plowing and ice control services are provided by the Town, and the Village has agreed to compensate the Town for those services in accordance with the terms of the contract. The term of this Agreement, a copy of which is appended hereto as **Exhibit G**, extends for a period of ten (10) years, terminating on April 30, 2026. The Contract further permits the Village, at the option of the Village, to extend the Shared Services Contract on a year to year basis following the expiration of the ten (10) year term, and that option shall extend during the term of this Plan.
2. *Compost Site.* Effective October 18, 2018, the Town and Village entered into a shared services contract relating to the Compost Site Agreement under the terms of which the Town has agreed to provide to the Village a compost site, subject to the hours and dates of operation and use of the site by Village residents as provided in the terms of the Agreement, and subject to payments made by the Village as provided in the Agreement. This Agreement, a copy of which is appended hereto as **Exhibit H**, provides for a termination date of December 31, 2020.

The compost site is located on private property, the extension of the Compost Agreement following the December 31, 2020, date is contingent upon the property owner's permission to allow the Town and Village to utilize the site beginning January 1, 2021. In the event the site is no longer available, the location of a new site shall be a matter referred to the SSC for its review and recommendation to the Town and Village Boards.

3. *Other Shared Services.* As of the effective date of this Plan, additional shared service agreements have been considered, and will be considered by the Shared Services Committee during the term of this Plan. Additional contracts have not yet been entered into relating to additional services for the following:

- a. *Police Protection:* Both Municipalities contract with Waukesha County Sheriffs Department to provide police protection for their communities. Since neither the Town nor Village operate a police department, it is not feasible or viable to explore shared services as it relates to police protection at this time.
- b. *Fire and Emergency Medical Services:* The Town and Village currently provide fire and emergency medical services for their respective residents. Although the Town and Village have explored the possibility of creating a single department, both the Town and Village have determined that the creation of a fire district, which would include municipalities in addition to the Town and Village, will provide the most cost efficient method of providing fire and emergency medical services to residents of the Town and Village. As of the execution of this Agreement, the Town and Village have been actively involved in the negotiations of a Joint Fire District, and both the Town and Village anticipate that the creation of a Joint Fire District that will provide fire and emergency medical services to residents of both the Town and Village will be accomplished by the end of 2020. In the event a Joint Fire District is not created, both the Town and Village agree to refer to the SSC for review and recommendation to any issues regarding the provision of fire and emergency medical services to residents of the Town and Village.
- c. *Water and Sewer Service.* The Village does not own, operate, or maintain either a municipal sanitary sewer service system or municipal water system. Residents and business located in the Village obtain sanitary sewer service by use of septic systems or holding tanks, and water service by private wells.

The Town does have the ability to provide sanitary sewer service to some Town residents, but that service is limited, by contract with the Village of Sussex, to areas of the Town which are outside of both the Sussex/Village Growth Area and the Joint Planning Area. Therefore shared service agreements relating to the provision of sanitary sewer and water services is neither viable nor practical.

- d. *Parks.* Both the Town and Village maintain parks and recreational facilities for their respective residents. Upon approval of this Plan, the SSC shall be directed

to review and determine whether shared services relating to the use and maintenance of those facilities is viable, and that report shall be filed with the Town and the Village.

SECTION 11: Dispute Resolution.

- A. Scope. All disputes over the interpretation or application of this Plan shall be resolved according to the dispute resolution procedures contained in this Section.
- B. Mediation. If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:
1. Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - a. Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within 5 days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chair fails to appoint a mediator, by the American Arbitration Association.
 - b. The mediation session shall take place within 45 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - c. 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 120 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.
 - d. 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. All mediation sessions are private. The parties and their representatives may attend mediations sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties shall not rely on, or introduce as evidence in any arbitrable, 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.
 - e. The expense of a mediator, if any, shall be borne equally by the parties.
- C. Arbitration. If unresolved after Section 10 B. 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 an arbitrator from the American Arbitration Association. The parties may agree to an alternative method for the selection of the single arbitrator.

1. The Town and the Village will equally divide the fees of the arbitrator as well as the costs of court reporters, if any. The parties are responsible for the fees of their own attorneys and expert witnesses subject to any award of costs or fees by the arbitrator.
2. The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of the State of Wisconsin. The award is final and binding and shall be enforceable at law. The arbitration provisions of Chapter 788, Wis. Stats. shall apply to the arbitration proceedings unless the parties otherwise agree.
3. The parties agree that arbitration proceedings must be instituted within 1 year after the claimed breach was discovered or in the exercise reasonable diligence could have been discovered and that the failure to institute arbitration proceedings within such period shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

SECTION 12: Division of Assets and Liabilities.

The Town and Village agree that no adjustment relating to division of assets and liabilities were required as a result of any future transfer of land under the terms of this Plan.

SECTION 13: Planning Period/Term of Plan.

The Planning Period, as that term is defined in Sec. 66.0307, Wis. Stats., shall be for a period of twenty (20) years, commencing as of the effective date of this Plan. The Town and Village have determined that a twenty (20) year period of time is a reasonable of time for the duration of this Plan, taking into consideration that all lands within the Village Growth Area will have been attached to the Village during that period of time, and the Development of all undeveloped lands within the Joint Planning Area will likely have occurred during that term. In establishing this term, both the Town and Village recognized that the term of the Plan can be extended, particularly as it relates to the Joint Planning Activities, should the extension of the Plan be reasonable and be deemed appropriate by both the Town and Village.

The Town and Village agree to review any issues regarding the need for future boundary adjustment of the common boundary line following the attachment of all lands within the Village Growth Area, at periodic intervals of at least every five (5) years after the date of this Plan, in order to facilitate the smooth and effective implementation of the goals and policies embodied in this Plan. However, these review time intervals are suggestive only and not binding on either party to conduct mandatory periodic reviews of this Plan. Nothing in this Plan shall be construed to require the parties to detach, attach, or annex territory in response to the periodic reviews described above. All rights are reserved by each party.

SECTION 14: General Provisions.

- A. Other Agreements. This Plan shall supersede the 2002 Intergovernmental Cooperative Agreement between the Town and Village pursuant to the provisions Sec. 66.0301 and Sec. 66.0225, Wis. Stats., which agreement was approved by the Town on February 25, 2002 and by the Village on March 5, 2002.
- B. No Waiver. The failure of either party to require strict performance with any provision of this Plan will not constitute a waiver of the provision or any of the rights under this Plan. Rights and obligations under this Plan may only be waived or modified in writing. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party.
- C. Performance Standard. This Plan requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Plan 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.
- D. Construction. This Plan shall be literally construed to accomplish in this Plan is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Plan should be construed to give a reasonable meaning to each of its provisions and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.
- E. Enforceability. The enforceability of this Plan will not be affected by statutory amendments, changes in the forms of Village or Town government, or changes in elected officials. The parties agree that this Plan is binding on their respective successors, agents, and employees.
- F. Smart Growth Law. The parties acknowledge that this Plan has been executed after the Wisconsin Legislature's enactment of Sec. 66.1001, Wis. Stats., which pertains to comprehensive land use planning. The preceding is generally referred to as "Smart Growth Law." The parties acknowledge that they have entered into this Plan in contemplation of the standards and requirements of the Smart Growth Law. This Plan is intended to be an Intergovernmental Cooperation Agreement under the Smart Growth Law and therefore may be amended, if necessary, to comply with the requirements of the Smart Growth Law.
- G. Incorporation. The Village agrees that it shall not object or in any way oppose any attempt(s) by the Town to incorporate. In the event of the incorporation of the Town as Village or other incorporated municipality, the terms and conditions of this Plan shall continue until termination of the Plan as provided herein.

IN WITNESS WHEREOF, the parties will have caused the execution of this Plan by their duly authorized officers as of the date first written above.

(signatures on following pages)

VILLAGE OF MERTON

By: _____
Ron Reinowski, Village Board President

Approved as to form:

Attest:

August Fabyan, Village Attorney

Thomas Nelson, Village Clerk/Treasurer

Mark Baral, Village Trustee

Michael Schwabe, Village Trustee

Jeff Smith, Village Trustee

Bruce Blawat, Village Trustee

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally, came before me this ____ day of _____, 2020, the above-named Ron Reinowski, Village Board President of the Village of Merton, Thomas Nelson, Clerk/Treasurer of the Village of Merton, and Village Trustees Mark Baral, Jeff Smith and Bruce Blawat, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Village of Merton.

Notary Public, State of Wisconsin
My commission expires _____

TOWN OF LISBON

By: _____
Joseph Osterman, Town Chairperson

Approved as to form:

Attest:

James W. Hammes, Town Attorney

Rick J. Goeckner, MMC, Interim Town Clerk

Tedia Gamiño, Supervisor #1

Marc Moonen, Supervisor #2

Linda Beal, Supervisor #3

Rebecca Plotecher, Supervisor #4

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally, came before me this ____ day of _____, 2020, the above-named Joseph Osterman, Town Chairperson of the Town of Lisbon, Rick J. Goeckner, Interim Clerk of the Town of Lisbon, and Town Supervisors Tedia Gamiño, Marc Moonen, Linda Beal, and Rebecca Plotecher, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Town of Lisbon.



Notary Public, State of Wisconsin
My commission expires _____

EXHIBITS

- Exhibit A: February 25, 2002 Boundary Stipulation and Intergovernmental Cooperation Agreement Between the Town of Lisbon and the Village of Merton.
- Exhibit B: Legal Description for the Town of Lisbon.
- Exhibit C: Legal Description for the Village of Merton.
- Exhibit D: Village Growth Area.
- Exhibit E: Joint Planning Area.
- Exhibit F: Village of Sussex Boundary Agreement.
- Exhibit G: Shared Services Contract: Snow Plowing and Ice Control Services.
- Exhibit H: Shared Services Contract: Compost Agreement.

EXHIBIT

A

2/20/02

**BOUNDARY STIPULATION AND
INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE TOWN OF LISBON
AND THE VILLAGE OF MERTON**

This is a stipulation and intergovernmental agreement ("Agreement") made on the 25th day of February, 2002, by and between the Town of Lisbon, a Wisconsin town located in Waukesha County, Wisconsin ("Town") and the Village of Merton, a municipal cooperation located in Waukesha County, Wisconsin ("Village").

R E C I T A L S

WHEREAS, Wis. Stat. § 66.0301 authorizes towns and villages as "municipalities" to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, Wis. Stat. § 66.0225 authorizes parties to a legal action contesting the validity of an annexation to stipulate and settle such litigation and to determine the common boundary lines between the municipalities; and

WHEREAS, the Town and the Village are parties to a lawsuit contesting the validity of a village annexation ordinance involving lands formerly located in the Town and commonly referred to as the Weber Farm, as described in Exhibit A incorporated by reference (the "Annexation Territory") captioned Town of Lisbon v. Village of Merton, Case No. 01-CV-2782 (the "Lawsuit") and are therefore authorized by statute to exercise the powers implicit herein; and

WHEREAS, the Town and the Village believe intergovernmental cooperation and joint planning provide for the best use of land and natural resources and high quality and efficient services; and

WHEREAS, it is in the best interest of the Town and the Village to resolve annexation, boundary, land use, and municipal service issues in order to avoid costly litigation and to provide effective and efficient joint planning to manage their future growth in the area; and

WHEREAS, altering and fixing the boundaries between the Town and the Village to include the Annexation Territory and other lands currently within the Town and within the Village will resolve the Lawsuit and facilitate joint planning and intergovernmental cooperation between the Town and the Village; and

WHEREAS, the Town and the Village wish to secure their respective abilities to respond to annexation requests and to address growth in their jurisdictions, and neither wishes to contest the other or be contested in their efforts at orderly growth;

NOW, THEREFORE, in consideration of the mutual promises of the parties, the receipt and sufficiency of which is mutually acknowledged, it is stipulated and agreed as follows:

ARTICLE I

BOUNDARY CHANGES

- A. **Boundary Adjustments.** The boundaries of the Town and the Village shall be adjusted and fixed, in perpetuity, in accordance with the provisions of this Agreement and the map set forth as Exhibit B and as legally described in Exhibit C, both of which are incorporated by reference. Approval of this Agreement by the governing boards of the

Town and the Village shall construe approvals of these boundary adjustments by the governing boundaries within the meaning of Wis. Stat. § 66.0225.

- B. **Wis. Stat. § 66.0225 Requirements.** The governing boards of each party shall, concurrently with the execution of this Agreement, execute a stipulation certifying these boundaries for purposes of complying with Wis. Stat. § 66.0225. The provisions of this Agreement, which fixes the Town and Village boundaries, shall be published in *The Sussex Sun*. Pursuant to Wis. Stat. § 66.0225, if no referendum regarding boundary changes is properly requested within 30 days of the date the stipulation is published, or if the boundary changes described in this Agreement are approved by a referendum election and the provided time for asserting a judicial challenge to the sufficiency of the boundary change has expired without challenge being filed, the parties will jointly petition the Waukesha County Circuit Court to fix the boundaries between the Town and the Village by a final judgment of the Court having jurisdiction of the Lawsuit, consistent with Exhibits B and C, both of which are incorporated herein by reference. The respective governing boards and their officers and employees shall take all further action necessary and appropriate to accomplish the intended purposes of the boundary changes described in this Article.

ARTICLE II

VILLAGE GROWTH AREA

- A. **Village Growth Area.** The parties hereby designate certain territory within the Town, as shown on Exhibit D, which is incorporated by reference, as the Village Growth Area (“VGA”). It is the intent of the parties that the VGA shall ultimately be attached to the Village consistent with the boundaries as shown on Exhibit B and the legal description as

shown on Exhibit C, and further, be served by the Village consistent with the Village's master plan. The actions, powers, rights, obligations, and privileges of the Town and the Village are delegated, modified, or limited by the parties within the VGA as described in this Agreement.

- B. **Authorized Detachments.** Any lands for which the Village receives a petition for detachment which are located within the VGA may be attached to the Village without contest by the Town. The Town acknowledges that the Village has a reasonable present or demonstrable future need for the property within the VGA. The Town agrees that it will not directly or indirectly oppose any such detachment nor will it financially support any person opposing such detachment.
- C. **Detachment Within the VGA.** The individual parcels within the VGA may be detached from the Town and attached to the Village on an individual, separate basis or an aggregate basis pursuant to the procedures set forth below.
1. Procedure for Detachment. The procedure for detachment of any lands within the VGA shall be as follows:
 - a. The parcel owner desirous of attaching to the Village, developing or dividing an individual parcel(s) shall file a Petition for Detachment with the Town and Village clerks prior to being permitted to attach, develop, divide, or receive Village services.
 - b. The Village, within 45 days of receipt of a Petition for Detachment, may adopt an ordinance attaching the subject property(ies).

c. The Town, within 45 days after receipt of the Village ordinance for attachment, shall adopt an ordinance detaching the subject property from the Town.

2. Conditions of Detachment. The Town shall not permit development or division of individual parcel(s) within the VGA. The Town agrees to detach each individual parcel and the Village may attach each individual parcel upon the earliest of the following events:

- a. Request on the part of the owner(s) of each individual parcel to be attached to the Village.
- b. Any land division of any individual parcel, whether by, without limitation, certified survey map, subdivision plat, or metes and bounds legal description.
- c. Development of any parcel(s). For purposes of the Agreement, "development" shall mean, without limitation, any request for zoning amendment, condition, or special use permit (exclusive of permit renewals), use variance, site plan, plan of operation or design approval, or any change of use of any portion of a property, but not requests for construction of "garden sheds" or area variances under the Lisbon Town Code.

D. **Prohibited Annexations.** Except as otherwise set forth in this Agreement, no territory outside of the VGA shall be annexed to the Village. The Village agrees that it will not directly or indirectly support any such prohibited annexation outside the VGA.

c. The Town, within 45 days after receipt of the Village ordinance for attachment, shall adopt an ordinance detaching the subject property from the Town.

2. Conditions of Detachment. The Town shall not permit development or division of individual parcel(s) within the VGA. The Town agrees to detach each individual parcel and the Village may attach each individual parcel upon the earliest of the following events:

- a. Request on the part of the owner(s) of each individual parcel to be attached to the Village.
- b. Any land division of any individual parcel, whether by, without limitation, certified survey map, subdivision plat, or metes and bounds legal description.
- c. Development of any parcel(s). For purposes of the Agreement, "development" shall mean, without limitation, any request for zoning amendment, condition, or special use permit (exclusive of permit renewals), use variance, site plan, plan of operation or design approval, or any change of use of any portion of a property, but not requests for construction of "garden sheds" or area variances under the Lisbon Town Code.

D. **Prohibited Annexations.** Except as otherwise set forth in this Agreement, no territory outside of the VGA shall be annexed to the Village. The Village agrees that it will not directly or indirectly support any such prohibited annexation outside the VGA.

ARTICLE III

JOINT PLANNING

A. **Joint Planning Area.** The parties have identified certain undeveloped areas which, when developed, will have impact upon both the Town and the Village. These areas, referenced herein as the Joint Planning Area (JPA) and the Town's lands to become part of the Village, are identified in Exhibit E attached hereto. The parties agree to cooperate on matters relating to land use planning for the territory located within the JPA and approve all use of lands within the JPA in the following manner:

1. **The Joint Planning Committee ("JPC")** shall be comprised of 2 members from the Town and 2 members from the Village ("Member" or "Members").
2. The Members who comprise the JPC shall be appointed by and serve at the discretion of the Village president or Town chair for their respective municipalities. One of the Members from each municipality shall be a Member of the plan commission of that municipality. The second Member from each municipality shall be from the governing body of that municipality.
3. The Clerk and/or Administrator from each municipality shall serve as a non-voting member of the JPC.
4. Any 2 members of the JPC may call meetings of the JPC by providing 2 weeks written notice thereof to each member of the JPC in addition to the Village and Town.
5. The JPC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.

6. In order to make a recommendation, a majority of the Members from each municipality who are present at the meeting must join in the recommendation.
7. The JPC shall receive, consider, and comment upon all applications for rezoning, conditional uses, PUDs, and plats that arise within the JPA.
8. Following each meeting, the JPC shall provide the clerk and plan commission of each municipality with a copy of the Minutes of the meeting. The Minutes shall include a list of the Members who were present at the meeting and that list shall identify the municipalities that those Members represent. The Minutes shall also include a description of actions taken along with identifying which Members voted in favor of, and which opposed, proposed recommendations.
9. The JPC shall prepare a formal Land Use Plan for JPA for consideration and approval by the Town and the Village boards on or before December 31, 2004.
10. Any dispute involving the provisions of this section shall be resolved in accordance with Article V herein.

B. **Road Improvement Contribution/Ainsworth Road.** The parties acknowledge that in years 2000 and 2001 the Town reconstructed the eastern 2,000 lineal feet of Ainsworth Road at an approximate cost of \$163,293. In recognition of this improvement, the Village agrees to pay the Town an annual amount of \$5,443 beginning in the year in which development of lands located within the Village occurs adjacent to the improved roadway. Said payments shall cease in the year 2016 which is the estimated end of the useful life of the pavement. The amount of reimbursement is as shown on Exhibit F, a copy of which is attached hereto and incorporated herein by reference.

ARTICLE IV

SHARED SERVICES COMMITTEE

A. Shared Services Committee

The Shared Services Committee (SSC), as defined below, shall consider the feasibility of combining services including, but not limited to, fire, emergency medical personnel, and police protection; and public works, creation of parks and other community services, for the betterment of both communities.

1. The SSC shall be comprised of 2 members from the Town and 2 members from the Village (“Member or “Members”).
2. The Members who comprise the SSC shall be appointed by the Village president or Town chair for their respective delegates. One of the Members from each municipality shall be a Member of the plan commission of that municipality. The second Member from each municipality shall be from the governing body of that municipality.
3. The Clerk and/or Administrator from each municipality shall serve as a non-voting member of the SSC.
4. The SSC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.
5. In order to make a recommendation, a majority of the Members from each municipality who are present at the meeting must join in the recommendation.
6. Following each meeting, the SSC shall provide the clerk of each municipality with a copy of the Minutes of the meeting. The Minutes shall include a list of the Members who were present at the meeting and that list shall identify the

municipalities that those Members represent. The Minutes shall also include a description of actions taken along with identifying which Members voted in favor of, and which opposed, proposed recommendations.

7. The SSC shall, at a minimum, develop a plan for consideration by the Village and Town boards, on or before January 1, 2003, for the purpose of coordinating public services. The SSC shall further, at a minimum, on or before January 1, 2004, prepare a recommendation for consideration by the Village and Town boards as to what municipal services could be more efficiently and economically delivered jointly.

ARTICLE V

DISPUTE RESOLUTION

- A. **Scope.** All dispute over the interpretation or application of this Agreement shall be resolved according to the dispute resolution procedures contained in this Article.
- B. **Mediation.** If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:
 1. Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - a. Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within 5 days of the request for a mediator, a qualified mediator will be appointed by the chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the chair fails to appoint a mediator, by the American Arbitration Association.

- b. The mediation session shall take place within 45 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
- c. 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 120 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.
- d. 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. All mediation sessions 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 arbitrable, 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.
- e. The expense of a mediator, if any, shall be borne equally by the parties.

C. **Arbitration.** If unresolved after Article V. Section B 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 an arbitrator from the American

Arbitration Association. The parties may agree to an alternative method for the selection of the single arbitrator.

1. The Town and the Village will equally divide the fees of the arbitrator as well as the costs of court reporters, if any. The parties are responsible for the fees of their own attorneys and expert witnesses subject to any award of costs or fees by the arbitrator.
2. The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of the State of Wisconsin. The award is final and binding and shall be enforceable at law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings unless the parties otherwise agree.
3. The parties agree that arbitration proceedings must be instituted within 1 year after the claimed breach was discovered or in the exercise reasonable diligence could have been discovered and that the failure to institute arbitration proceedings within such period shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

ARTICLE VI

DIVISION OF ASSETS AND LIABILITIES

The parties agree, for purposes of compliance with Wis. Stat. §§ 60.79 and 66.0235, that the division of assets and liabilities regarding the land transfer pursuant to this Agreement results in no assignment of additional assets or liabilities to either party in excess of those assets and liabilities associated with the territory being transferred under this Agreement.

Therefore, neither the Town or the Village shall be responsible to transfer any additional assets nor incur any additional liabilities other than those specifically set forth in this Agreement.

ARTICLE VII

GENERAL PROVISIONS

- A. **Other Agreements.** This Agreement shall supersede all other contracts, agreements, or memoranda of understanding of the parties.
- B. **No Waiver.** The failure of either party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or any of the rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party.
- C. **Performance Standard.** This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties hereby 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.
- D. **Construction.** This Agreement shall be literally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.

- E. **Enforceability.** The enforceability of this Agreement will not be affected by statutory amendments, changes in the forms of village or town government, or changes in elected officials. The parties agree that this Agreement is binding on their respective successors, agents, and employees.
- F. **Smart Growth Law.** The parties acknowledge that this Agreement has been executed after the Wisconsin Legislature's enactment of Wis. Stat. § 66.1001 which pertains to comprehensive land use planning. The preceding is generally referred to as "Smart Growth Law." The parties acknowledge that they have entered into this Agreement in contemplation of the standards and requirements of the Smart Growth Law. This Agreement is intended to be an intergovernmental cooperation agreement under the Smart Growth Law and therefore may be amended, if necessary, to comply with the requirements of the Smart Growth Law.
- G. **Incorporation.** The Village agrees that it shall not object to any attempt by the Town to incorporate in consideration for the Town's efforts under the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers as of the date first written above.

VILLAGE OF MERTON

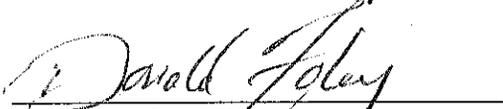
By: 
Robert Weber, Village President

Approved as to form:

Attest:

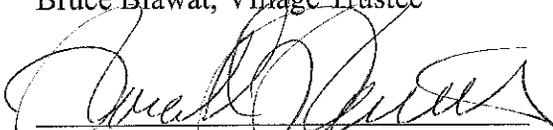

August Fabyan, Village Attorney


Thomas Nelson, Village Clerk/Treasurer


Donald Foley, Village Trustee

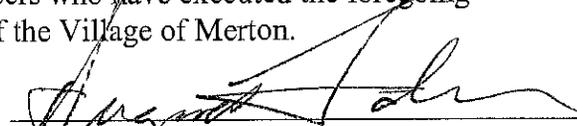

David Merrell, Village Trustee


Bruce Blawat, Village Trustee

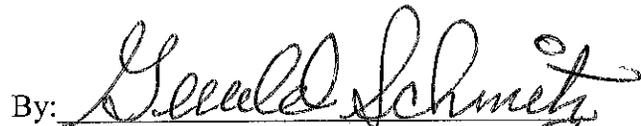

Ronald Reinowski, Village Trustee

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 5 day of March, 2002, the above-named Robert Weber, President of the Village of Merton, Thomas Nelson, Clerk/Treasurer of the Village of Merton, and Village Trustees Donald Foley, David Merrell, Bruce Blawat, and Ronald Reinowski, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Village of Merton.


Notary Public, State of Wisconsin
My commission: Rom

TOWN OF LISBON

By: 
Gerald Schmitz, Town Chairman

Approved as to form:

Attest:

Kathryn Sawyer Gutenkunst
Kathryn Sawyer Gutenkunst,
Town Attorney

Jeffrey Musche
Jeffrey Musche, Town Clerk

Peter Chycinski
Peter Chycinski Supervisor

Ronald Evert
Ron Evert, Supervisor

David Gettelman
David Gettelman, Supervisor

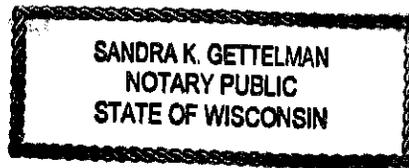
Daniel Meissner
Daniel Meissner, Supervisor

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 25th day of February, 2002, the above-named Gerald Schmitz, Chairman of the Town of Lisbon, Jeffrey Musche, Clerk of the Town of Lisbon, and Town Supervisors Peter Chycinski, Ronald Evert, David Gettelman, and Daniel Meissner, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Town of Lisbon.

Sandra K. Gettelman
Notary Public, State of Wisconsin
My commission: 2-12-06

ts\ksg\clients\lisbon\merton boundary agreement\agr-agreement



EXHIBITS

Exhibit A
Lands formerly known

Exhibit B
Map of ultimate boundary of Village of Merton

Exhibit C
Legal description of the ultimate boundary of Village of Merton

Exhibit D
Village Growth Area ("VGA")

Exhibit E
Joint Planning Area ("JPA")

Exhibit F
Reimbursement for Ainsworth Road Construction

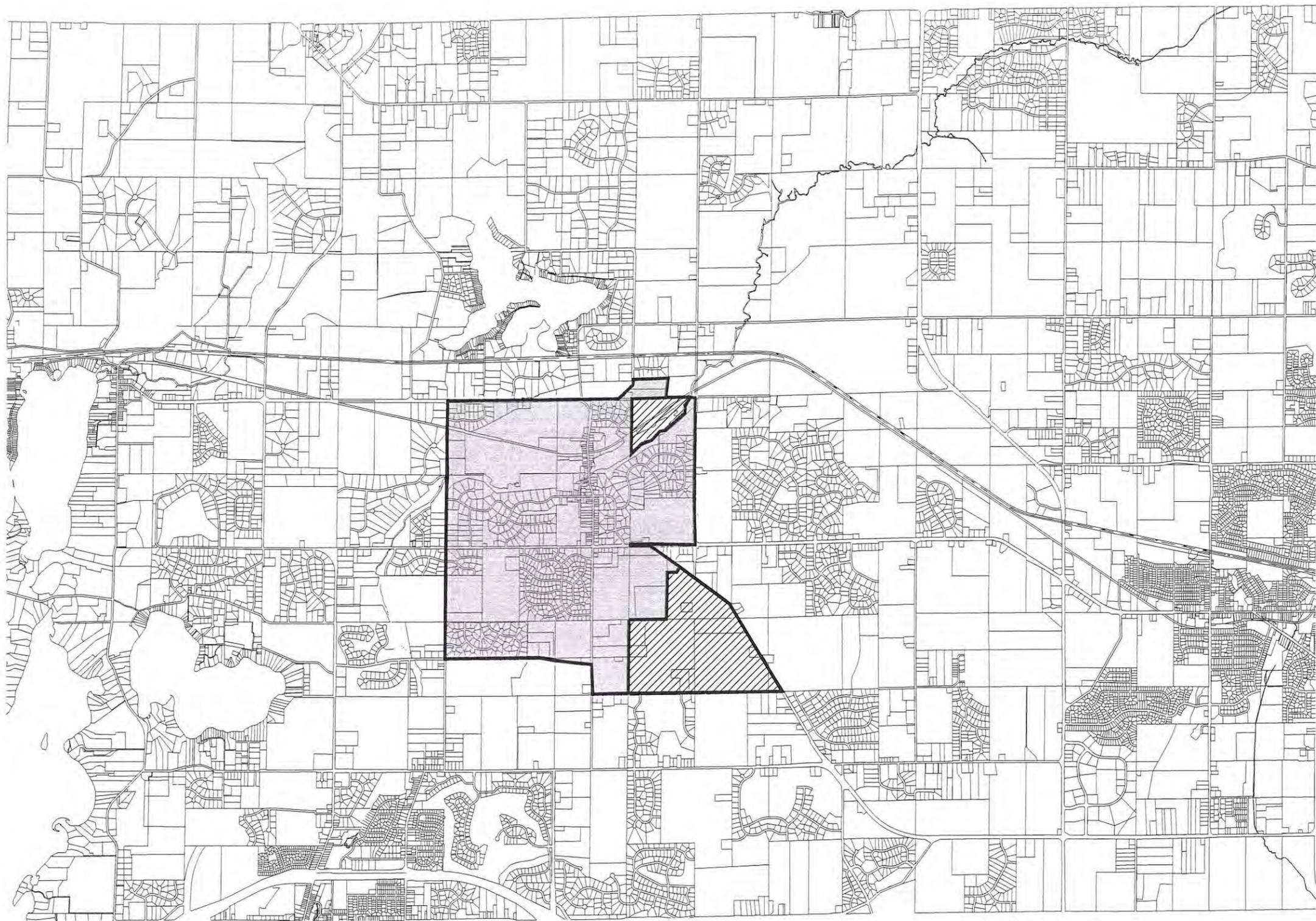


EXHIBIT B
BOUNDARY ADJUSTMENT MAP
TOWN OF LISBON AND VILLAGE OF MERTON
WAUKESHA COUNTY, WISCONSIN

LEGEND

-  EXISTING MERTON LANDS
-  TOWN OF LISBON LANDS TO BECOME PART OF THE VILLAGE OF MERTON

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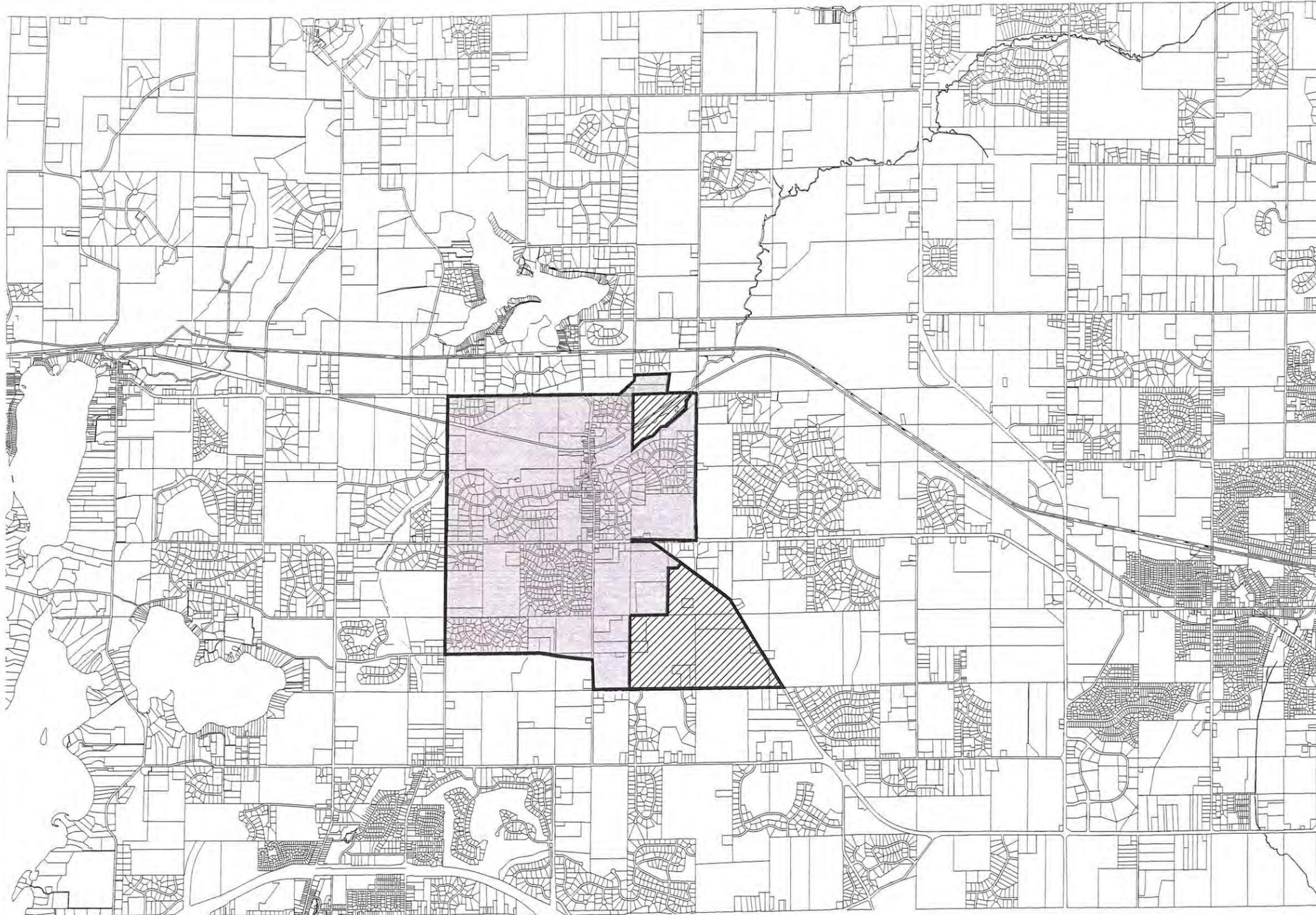


EXHIBIT D
VILLAGE GROWTH AREA MAP
TOWN OF LISBON AND VILLAGE OF MERTON
WAUKESHA COUNTY, WISCONSIN

LEGEND

-  EXISTING MERTON LANDS
-  TOWN OF LISBON LANDS TO BECOME PART OF THE VILLAGE OF MERTON

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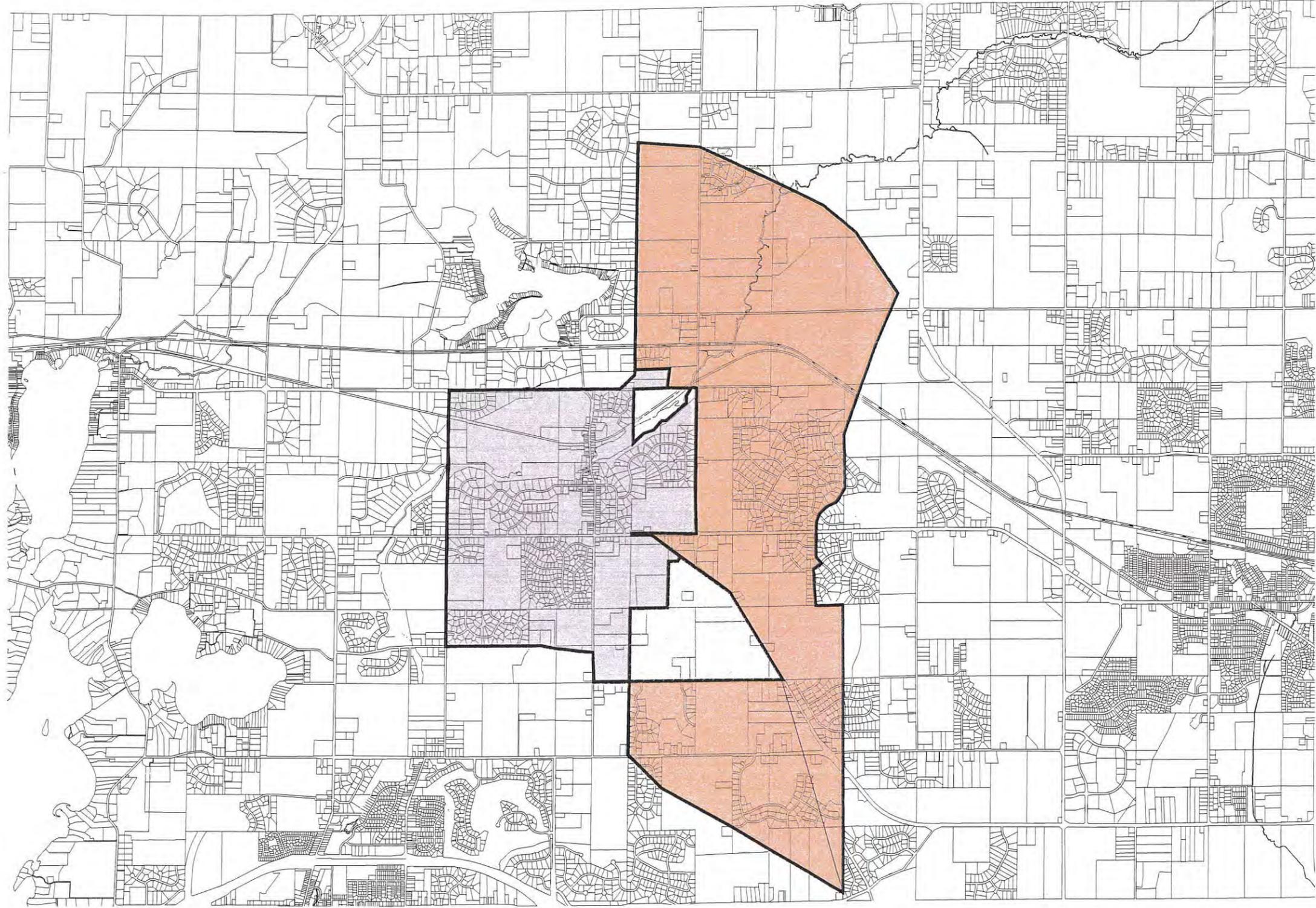


EXHIBIT E
JOINT PLANNING AREA
TOWN OF LISBON AND VILLAGE OF MERTON
WAUKESHA COUNTY, WISCONSIN

LEGEND

-  EXISTING MERTON LANDS
-  TOWN OF LISBON LANDS TO BECOME PART OF THE VILLAGE OF MERTON
-  JOINT PLANNING AREA FOR TOWN OF LISBON AND VILLAGE OF MERTON

EXHIBIT F
REIMBURSEMENT FOR AINSWORTH ROAD CONSTRUCTION

Amount of reimbursement determined as follows: $\$163,293.00/2 = \$81,646.50$, responsible for northern lane only. $\$81,646.50/15 = \$5,443$, fifteen year useful life. No interest costs are reflected in the totals.

EXHIBIT

B

Exhibit B: Legal Description for the Town of Lisbon.

ALL OF SECTIONS 1 THROUGH 36, Town 8 North, Range 19 East, Waukesha County, Wisconsin, except for lands in said sections presently falling within the Corporate Limits of the Villages of Merton and Sussex, more particularly described as follows:

Beginning at the NW corner of Section 6, T8N, R19E,
then N88°35'08"E, along the north line of the NW1/4 of Section 6, T8N, R19E, a distance of 2297.80 feet to the North 1/4 corner of said Section 6;

then N 88°33'30" E, along the north line of the NE1/4 of said Section 6, a distance of 2642.81 feet, to the NW corner of Section 5, T8N, R19E;

Then N 88°38'40"E, along the north line of the NW1/4 of said Section 5, 1057.67 feet to a witness corner on the west side of Lake Five;

Then N88°16'20"E, 1995.57 feet to a witness corner on the east side of Lake Five;

Then N 88°48'18" E along the north line of the NE1/4 of said Section 5, a distance of 2264.93 feet to the NW corner of Section 4, T8N, R19E;

then N 88°47'42" E along the north line of the NW1/4 of said Section 4, a distance of 2637.88', to the North 1/4 corner of said Section 4;

then N 89°19'01" E along the north line of the NE1/4 of said Section 4, a distance of 2640.20 feet to the NW corner of Section 3, T8N, R19E;

then N 89°11'33" E along the north line of the NW1/4 of said Section 3, a distance of 2652.09 feet to the North 1/4 corner of said Section 3;

then N 89°36'20" E along the north line of the NE1/4 of said Section 3, a distance of 2653.42 feet, to the NW corner of Section 2, T8N, R19E;

then N 89°19'20" E, along the north line of the NW1/4 of said Section 2, a distance of 2627.78 feet to the North 1/4 corner of said Section 2;

then N 89°22'46" E along the north line of the NE1/4 of said Section 2, a distance of 2633.86 feet, to the NW corner of Section 1, T8N, R19E;

then N 89°58'14" E, along the north line of the NW1/4 of said Section 1, a distance of 2661.99 feet to the North 1/4 corner of said Section 1;

then S 89°58'03" E along the north line of the NE1/4 of said Section 1, a distance of 2662.99 feet, to the NE corner of Section 1, T8N, R19E;

then S 0°34'04" W, along the east line of the NE1/4 of said Section 1, a distance of 2978.02 feet to the East 1/4 corner of said Section 1;

then S 0°20'30" W, along the east line of the SE1/4 of said Section 1, a distance of 2646.46 feet, to the NE corner of Section 12, T8N, R19E;

then S 0°21'12" W, along the east line of the NE1/4 of said Section 12, a distance of 2639.96 feet to the East 1/4 corner of said Section 12;

then S 0°36'14" W, along the east line of the SE1/4 of said Section 12, a distance of 2639.95 feet, to the NE corner of Section 13, T8N, R19E;

then S 0°09'29" W, along the east line of the NE1/4 of said Section 13, a distance of 2643.57 feet to the East 1/4 corner of said Section 13;

then S 0°17'01" W, along the east line of the SE1/4 of said Section 13, a distance of 2646.72 feet, to the NE corner of Section 24, T8N, R19E;

then S 0°19'32" W, along the east line of the NE1/4 of said Section 24, a distance of 2643.39 feet to the East 1/4 corner of said Section 24;

then S 0°27'27" W, along the east line of the SE1/4 of said Section 24, a distance of 2642.68 feet, to the NE corner of Section 25, T8N, R19E;

then S 0°15'35" W, along the east line of the NE1/4 of said Section 25, a distance of 2649.76 feet to the East 1/4 corner of said Section 25;

then S 0°47'30" W, along the east line of the SE1/4 of said Section 25, a distance of 2646.15 feet, to the NE corner of Section 36, T8N, R19E;

then S 0°12'15" W, along the east line of the NE1/4 of said Section 36, a distance of 2644.77 feet to the East 1/4 corner of said Section 36;

then S 0°03'33" W, along the east line of the SE1/4 of said Section 36, a distance of 2644.87 feet, to the SE corner of Section 36, T8N, R19E;

then S 89°04'08" W, along the south line of the SE1/4 of said Section 36, a distance of 2639.87 feet to the South 1/4 corner of said Section 36;

then S 89°09'46" W, along the South line of the SW1/4 of said Section 36, a distance of 2638.87 feet to the SE corner of Section 35, T8N, R19E;

then S 88°57'36" W, along the south line of the SE1/4 of said Section 35, a distance of 2642.30 feet to the South 1/4 corner of said Section 35;

then S 89°01'48" W, along the South line of the SW1/4 of said Section 35, a distance of 2643.11 feet to the SE corner of Section 34, T8N, R19E;

then S 89°22'22" W, along the south line of the SE1/4 of said Section 34, a distance of 2640.52 feet to the South 1/4 corner of said Section 34;

then S 89°35'42" W, along the South line of the SW1/4 of said Section 34, a distance of 2646.35 feet to the SE corner of Section 33, T8N, R19E;

then S 89°24'01" W, along the south line of the SE1/4 of said Section 33, a distance of 2639.14 feet to the South 1/4 corner of said Section 33;

then S 89°11'08" W, along the South line of the SW1/4 of said Section 33, a distance of 2647.56 feet to the SE corner of Section 32, T8N, R19E;

then S 88°43'12" W, along the south line of the SE1/4 of said Section 32, a distance of 2640.27 feet to the South 1/4 corner of said Section 32;

then S 88°28'23" W, along the South line of the SW1/4 of said Section 32, a distance of 2641.81 feet to the SE corner of Section 31, T8N, R19E;

then S 88°40'05" W, along the south line of the SE1/4 of said Section 31, a distance of 2665.20 feet to the South 1/4 corner of said Section 31;

then S 88°51'59" W, along the South line of the SW1/4 of said Section 31, a distance of 2453.50 feet to the SW corner of Section 31, T8N, R19E;

then N 0°09'17" E, along the west line of the SW1/4 of said Section 31, a distance of 2729.23 feet to the West 1/4 corner of said Section 31;

then N 0°40'21" E, along the west line of the NW1/4 of said Section 31, a distance of 2558.57 feet to the SW corner of Section 30, T8N, R19E;

then N 0°35'56" E, along the west line of the SW1/4 of said Section 30, a distance of 2656.92 feet to the West 1/4 corner of said Section 30;

then N 0°32'10" E, along the west line of the NW1/4 of said Section 30, a distance of 2650.96 feet to the SW corner of Section 19, T8N, R19E;

then N 0°42'47" E, along the west line of the SW1/4 of said Section 19, a distance of 2642.66 feet to the West 1/4 corner of said Section 19;

then N 0°33'31" E, along the west line of the NW1/4 of said Section 19, a distance of 2644.05 feet to the SW corner of Section 18, T8N, R19E;

then N 1°04'55" E, along the west line of the SW1/4 of said Section 18, a distance of 2627.38 feet to the West 1/4 corner of said Section 18;

then N 0°44'41" E, along the west line of the NW1/4 of said Section 18, a distance of 2647.08 feet to the SW corner of Section 7, T8N, R19E;

then N 0°55'37" E, along the west line of the SW1/4 of said Section 7, a distance of 2671.25 feet to the West 1/4 corner of said Section 7;

then N 0°55'22" E, along the west line of the NW1/4 of said Section 7, a distance of 2641.55 feet to the SW corner of Section 6, T8N, R19E;

then N 0°33'34" E, along the west line of the SW1/4 of said Section 6, a distance of 2652.13 feet to the West 1/4 corner of said Section 6;

then N 0°32'23" W, along the west line of the NW1/4 of said Section 6, a distance of 3015.29' feet to the NW corner of Section 6, T8N, R19E and point of beginning;

EXCEPT lands that presently fall inside the boundaries of the VILLAGE OF MERTON, more particularly described as follows:

Beginning at the intersection of the centerline of Center Oak Road and the Town line between Merton and Lisbon at a point which lies 486 feet more or less North of the Southeast corner of the Northeast one-quarter of said Section 13;

then North 01°52'55" East along the centerline of Center Oak Road and the West line of said Northwest one-quarter of Section 18, 201 feet to the NW corner of CSM 9273;

then N 88°08'00" E, along the North line of said CSM 9273, 1272 feet more or less to the NE corner of said CSM 9273;

then S 06°14'54" W, along the East line of said CSM 9273, 723 feet more or less to the Southeast corner of said CSM 9273 and a point on the North line of said SW 1/4 line of said Section 18;

then N 88° 6'35" E along said North line, 1073 feet more or less to the NE corner of said SW1/4 of Section 18;

then S 00° 9'02" W along the east line of said SW1/4, 2646 feet more or less to the NE corner of the NW1/4 of said Section 19;

then S 00°11'52" W along the east line of said NW1/4, 960 feet more or less to the SE corner of Woods Edge Estates subdivision;

then S 88°54'21" W along the south line of said subdivision, 33 feet more or less to the NE corner of CSM 11126 and a point on the west line of Lake Five Road;

then S 00°12'12" W along the common west line of Lake Five Road and east line of CSM 11126, 1,133 feet more or less;

then S 89°47'48" W along said common line, 27 feet more or less;

then S 00°12'12" W along said common line, 437 feet;

thence S 58°18'37" W along said common line, 105 feet more or less to a point on the north line of CTH "VV";

then S 89°01'57" W along the common south line of CSM 11126 and north line of CTH "VV", 1642 feet more or less;

then S 88°36'57" W along said common line 86 feet more or less to unplatted lands in the Town of Lisbon;

then N 00°34'01" E along said unplatted lands 88 feet more or less;
then S 88°56'08" W along said unplatted lands 454 feet more or less to the East line of the NE1/4 of Section 24, T8N, R18E;

then S 00°33'58" W along said east line, 150 feet more or less to the SE corner of the NE1/4 of said Section 24;

then N 88°55'44" E along the north line of the SW1/4 of said Section 19, 636 feet more or less to the centerline of Moraine Drive {CTH "MD"};

then southeasterly along the centerline of said Moraine Drive the following calls:

S 61°09'57" E, 487 feet more or less;

S 53°06'16" E, 345 feet more or less;

S 54°06'42" E, 24 feet more or less;

S 54°10'54" E, 545 feet more or less;

then leaving said centerline and traversing S35°50'44" W, 33.00 feet more or less to a point on the SW right-of-way line of said Moraine Drive (CTH "MD");

then southeasterly along said SW right-of-way line, which is 33 feet southwesterly of and parallel with the center line of said Moraine Drive, as measured at a right angle to said centerline, 3355 feet more or less to a point on the north line of Beaumont Ridge subdivision;

then N 88°54'33" E along said North line and its extension, 39 feet more or less to said centerline of Moraine Drive (CTH "MD");

then southeasterly along said centerline, 2454 feet more or less to a point on the south line of the NW1/4 of said Section 29, also being a point on the centerline of Ainsworth Road;

then S 88°11'32" W along said south line and said centerline, 487 feet more or less to the East ¼ corner of said Section 30;

then S 89°49'11" W along said centerline and said East 1/4, 2633 feet more or less to the center of said Section 30;

then South 88°56'44" West along the South line of the Northwest one-quarter of said Section 30, 11.16 feet to the Southeast corner of CSM 7618;

then N 00°21'30" W along the East line of said CSM 7618, 859.38 feet to the NE corner of said CSM 7618;

then S 88°16'02" W along the north line of said CSM 7618, 836.88 feet to the NW corner of Lot 1 of said CSM 7618;

then S 00°58'00" W along the west line of said Lot 2, CSM 7618, 300.56 feet to a point;

then N 89°20'07" E along the west line of said Lot 2, CSM 7618, 312.37 feet to a point;

then S 00°26'42" W along the west line of said Lot 2, CSM 7618, 547.07 feet to a point in the south line of the NW1/4 of Section 30, T8N, R19E;

then S 88°56'54" W along said south line, 1857.40 feet to the West 1/4 corner of said Section 30;

then northerly along the west lines of Sections 30, 19, and 18, all in T8N, R19E, to the point of beginning for the Exception of lands falling inside the boundary of the Village of Merton.

And also EXCEPTING lands that presently fall inside the boundaries of the VILLAGE OF SUSSEX, more particular described as follows:

All that part of Sections 13, 14, 15, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, and 36 in Lisbon Township 8 North, Range 19 East, Waukesha County, Wisconsin bounded and described as follows:

Beginning at the NW corner of the NE1/4 of Section 14 T8N, R19E;

then N88°46'03"E along the north line of said NE1/4, 2549.20 feet;

then S00°34'44"W along the Cold Water Creek Phase 4 subdivision and the east line of Lots 152-155 of said subdivision, 396.00 feet;

then N88°46'03"E along the North line of Lot 158 of said subdivision, 110.00 feet;

then S00°34'44"W along said Cold Water Creek Phase 4 subdivision and the east line of Lots 158-159 of said subdivision, 409.97 feet;

then N88°47'02"E along said Cold Water Creek Phase 4 subdivision and the north line of Lots 163-168 of said subdivision, 590.50 feet;

then N00°34'44"E along said Cold Water Creek Phase 4 subdivision and the west line Outlot 16, 826.00 feet;

then N88°47'02"E along the north line of the NW 1/4 of said Section 13, 186.80 feet to a point on the west line of the Canadian National Railroad right-of-way;

then southerly along said west line, 2600 feet more or less to a point on the north line of the SW1/4 of said Section 13;

then N88°39'04"E along said north line, 100 feet more or less to a point in the east line of the Canadian National Railroad right-of-way;

then northerly along the east line of the Canadian National Railroad right-of-way, a distance of 2600 feet more or less to a point in the north line of the NW 1/4 of said Section 13;

then N88°47'02"E along the north line of the NW 1/4 of said Section 13, 1455 feet more or less to the NW corner of lands described in Book 1390/Page 819, being tax parcel LSBT0194998;

then southerly along the west line of said parcel LSBT0194998, a distance of 273 feet;

then easterly along the south line of said parcel LSBT0194998, a distance of 80 feet;

then northerly along the east line of said parcel LSBT0194998, a distance of 273 feet;

then N88°47'02"E along the north line of the NW 1/4 of said Section 13, 231 feet, to the NE corner of the NW1/4 of said Section 13;

then southerly along the east line of said NW1/4 of Section 13, a distance of 999.94 feet to the SE corner of said NW1/4 of Section 13;

then S00°16'09"W along the East line of the SW1/4 of said Section 13, 2399.32 feet;

then N88°42'43"W along the north line of CSM 941, 150 feet;

then S00°16'09"W along the West line of said CSM 941, 250.09 feet to a point on the North line of the Northwest 1/4 of said Section 24;

then N88°42'43"W, along said north line, 1182.68 feet to the NE corner of the West 1/2 of said NW1/4 of Section 24;

then south along the east line of said West 1/2 to a point on the south line of said Northwest 1/4 of Section 24;

then S88°55'22"W along said south line, 1369.73 feet to the NW corner of the SW1/4 of said Section 24;

then S0°41'58"W along the west line of said SW1/4 to a point on the centerline of the Union Pacific Railroad;

then southeasterly along said centerline to the west line of the East 1/2 of said SW1/4;

then South, 100 feet more or less to a point on the Southerly line of said Railway right-of-way;

then S77°35'E along said Southerly line, 2643.18 feet;

then S00°25'E, 66.8 feet to a point on the north line of the NE1/4 of said Section 25;

then S88°27'26"W along said north line, 1302 feet to the NE corner of the NW1/4 of said Section 25;

then S00°19'50"W along the East line of said Northwest 1/4, 2635.60 feet to the Southeast corner of said Northwest 1/4;

then S88°58'45"W along the South line of said Northwest 1/4, 715.99 feet to a point on the centerline of Silver Spring Drive C.T.H. "VV";

then northwesterly along said centerline, 1053 feet more or less;

then $S00^{\circ}33'10''W$ along the west line of lands designated by Tax Key LSBT 0242.993, 513.29 feet to a point on said South line of said NW1/4;

then $N88^{\circ}59'10''E$ along said south line, 311.37 feet to a point on the west line of Circlecrest Park Site, a recorded Subdivision Plat;

then $S00^{\circ}02'50''E$ along said west line, 1313.54 feet to the SW corner of said Circlecrest Park Site;

then North $89^{\circ}17'10''E$ along the South line of said Circlecrest Park Site and its Easterly extension along the South line of lands designated by Tax Key LSBT 0243.994, 1324.41 feet to a point on the West line of the SE1/4 of said Section 25;

then $N00^{\circ}16'51''E$ along said West line, 834.92 feet to a point on the referenced centerline of C.T.H. "VV";

then $S57^{\circ}01'08''E$ along said centerline, 144.38 feet;

then $N00^{\circ}15'55''E$ along the west line of lands designated by Tax Key SUXV0244.993.001, 451.09 feet;

then $N86^{\circ}45'41''E$ along the North line of said lands, 376.90 feet;

then $S12^{\circ}02'59''W$ along the East line of said lands, 716.74 feet to the Silver Spring Road centerline;

thence $S57^{\circ}01'08''E$ along said centerline, 1146.39 feet;

thence $S56^{\circ}52'32''E$ along said centerline, 1150.01 feet to a point of curvature;

thence continuing along said centerline, 76.61 feet along the arc of a curve to the left, with a radius of 3819.72 feet, whose chord bears $S57^{\circ}27'00.5''E$ for 76.61 feet;

thence $N05^{\circ}56'43''E$, 66.86 feet to a point on the northerly right-of-way line of C.T.H. "VV";

thence $S89^{\circ}12'35''E$ along said northerly line, 159.13 feet to a point on the east line of said SE1/4 of Section 25;

then $S00^{\circ}47'25''W$ along said east line, 549.97 feet to the NE corner of the NE1/4 of said Section 36;

then $S00^{\circ}12'04''W$ along the east line of said NE1/4, 661.29 feet;

then $S88^{\circ}59'39''W$ along the south line of Lot 6, CSM 9260, 1326.78 feet;

then N00°04'45"E along the west line of said Lot 6, 660.55 feet to a point on the north line of said NE1/4 of Section 36;

then S88°57'49"W along said north line, 1328.21 feet to the NE corner of the NW1/4 of said Section 36;

then S00°02'33"E along the east line of said NW1/4, 2391.79 feet;

then S89°00'05"W along the north line of lands designated by Tax Key LSBT 0286.997, 147.60 feet, parallel to the South line of said NW1/4;

then S00°02'33"E along the west line of said lands, 182.59 feet, parallel to said east line to a point on the north right-of-way line of County Trunk Highway "K" (Lisbon Road);

then S89°00'05"W along said north right-of-way line, 1998.72 feet to an angle point on said north right-of-way line of County Trunk Highway "K";

then N59°29'49"W along said north right-of-way line, 148.55 feet to the easterly right-of-way line of the Canadian National Railroad;

then S19°02'49"E along the southerly extension of said easterly right-of-way line, 81.64 feet to a point on said north right-of-way line;

then S89°00'05"W along said north right-of-way line, 105.18 feet to a point on the Westerly right-of-way line of said Railroad;

then N19°02'49"W along said westerly right-of-way line, 655.22 feet;

thence S89°00'05"W along the northerly line of lands designated by Tax Key LSBT0281.991.002, 74.44 feet to a point on the east line of the NE1/4 of said Section 35;

then N00°16'46"W along said east line, 47.46 feet;

then S89°00'18"W along said Northerly line of said lands, 249.00 feet;

then S00°16'46"E along the West line of said lands and the west line of lands designated by Tax Key LSBT0281.991.003, 387.00 feet;

then S89°00'18"W along the North line of lands designated by Tax Key LSBT 0281.988, 1.00 foot;

then S00°16'46"E along the West line of said lands, 308.50 feet to a point on the north right-of-way CTH "K";

then S89°00'18"W along said north right-of-way line, 546.10 feet;

then N00°00'18"E along the east line of lands designated by Tax Key LSBT 0281.993, 262.59 feet;

then N89°59'42"W along the north line of said lands, 199.97 feet;

then S00°00'18"W along the west line of said lands, 266.08 feet to a point on said North right-of-way line;

then S89°00'18"W along said north right-of-way line, 107.80 feet to the beginning of a curve to the right, said curve having a radius of 172.21 feet and a long chord bearing N45°32'05"W for 245.49 feet;

then northwesterly along the arc of said curve and said north right-of-way line, 273.27 feet to a point of tangency on the east right-of-way line of State Trunk Highway "164";

then N00°04'28"W along said east right-of-way line, 96.50 feet;

then S89°00'18"W along said east right-of-way line, 5.00 feet;

then N00°04'28"W along said east right-of-way line, 2162.37 feet;

then N89°03'52"E along the south line of lands designated by Tax Key LSBT 0248.977, 280.00;

then N00°04'28"W along the east line of said lands, 162.00 feet to a point on the north line of said NE1/4 of said Section 35;

then N89°03'52"E along said North line, 410.23 feet to a point on said westerly right-of-way line of the Canadian National Railroad;

then N19°02'49"W along said westerly right-of-way line, 212 feet more or less to a point on the north line of said lands designated by Tax Key LSBT 0248.977;

then S89°44'21"W along said North, 662.30 feet to the centerline of Waukesha Avenue (STH 74);

then N00°12'21"E along said centerline, 207.62 feet;

then N89°53'22"W along the north line of Mitchell Lane and its westerly projection, 450.13 feet; to a point in the east line of Parcel 2, CSM 6863;

then southerly along the east line of said Parcel 2 a distance of 10.00 feet to the SE corner of said Parcel 2;

then westerly along the south line of said Parcel 2, 793.59 feet, to the SW corner of said Parcel 2;

then northerly along the west line of said Parcel 2; 490.03 feet, to the NW corner of said Parcel 2;

then easterly along the north line of Parcels 1 and 2 CSM 6863 and its easterly projection to the centerline of Waukesha Avenue (STH 74);

then N00°12'21"E along said centerline, 578.00 feet to the south line of Spring Green Heights Addition No. 1 subdivision and its easterly extension;

then N89°42'19"W along said subdivision line and its extension, 952 feet to a point of the east line of Lot 14, Block 5 of said subdivision;

then S 0°8'20" W along said east line and the East line of Lot 15, Block 5, 165.00 feet;

thence N89°42'19"W along the south line of said subdivision and the south line of Clover Downs subdivision, 1300 feet more or less to the center of Sussex Creek;

then southerly along said centerline, 1320 feet more or less to a point on the north line of the NW1/4 of said Section 35;

then S89°05'02"W along said north line, 294.76 feet;

then S00°47'02"W along the westerly line of lands designated by Tax Key LSBT 0282.979, 787.64 feet;

then S89°00'00"W along said westerly line, 81.64 feet;

then S00°47'02"W along said westerly line, 482.20 feet to a point on the north line of the Northview Drive right-of-way;

then S89°0'00"W along said north line, 811.94 feet;

then N00°20'45"E along the east line of lands designated by Tax Key LSBT 0282.990, 230.00 feet;

then S89°00'00"W along the north line of said lands, 89.93 feet;

then N00°20'45"E along the east line of Lot 1 of CSM 2589, 117.11 feet;

then N89°39'15"W along the north line of said Lot 1, 315.00 feet, to a point on the east line of the NE1/4 of said Section 34;

then N00°20'45"E along said east line, 215.24 feet;

then S89°31'10"W along the north line of Lot 1 of CSM 5081, 468.65 feet;

then S00°20'45"W along the west line of said Lot 1 and the west line of Lot 1 of CSM 4499, 296.39 feet;

then S89°32'27"W along the north line of Lot 1 of CSM 3280, 191.35 feet;

then S00°20'45"W along the west line of said Lot 1, 330.00 feet;

then S89°32'27"W along the south line of Lot 2 and Outlot 1 of CSM 7984, 1652.47 feet;

then S01°53'00"W along the west line of lands designated by Tax Key LSBT 0277.996, 1320 feet more or less to a point on the south line of said NE1/4 of Section 34;

then westerly along said south line, 388.80 feet to the SW corner of said NE 1/4;

then S89°34'13"W along the South line of the NW1/4 of said Section 34, 2476.60 feet;

then S00°25'47"E, 82.64 feet;

then easterly along the centerline of County Road K (Lisbon Road) to a point in the northerly projection of the east line of Outlot 1, CSM 11107, as corrected in Affidavit Doc 1099137;

then southerly along the said northerly projection of east line of said Outlot 1, to the south line of County Road K (Lisbon Road);

then continuing southerly along the east line of said Outlot 1, 1176.51 feet;

then westerly along the south line of said Outlot 1; 702.72 feet to a point in the east line of Lot 3, in said CSM 11107;

then southerly along the east line of said Lot 3; 721.30 feet to the SE corner of said Lot 3;

then westerly along the south line of said Lot 3, 1122.44 feet to a point in the east line of STH 164;

then continuing easterly along a westerly projection of the south line of said Lot 3 to a point in the east line of the SE1/4 of Section 33, T8N, R18E;

then S89°24'05"W along the south line of the Seven Stones of Sussex subdivision and its Easterly extension, 1649.67 feet;

then N00°26'11"E along the west line of said subdivision and the west line of the Seven Stones of Sussex Addition No. 1 subdivision, 1274.88 feet;

then N89°55'40"E along the north line of the Seven Stones of Sussex Addition No. 1 subdivision, 332.5 feet;

then N00°26"E, 655.12 feet;

then N89°53"E, 332.5 feet;

then Northerly, 75 feet more or less to a point on the south line of the NE1/4 of said Section 33;

then S89°30'40"W along said south line, 325 feet more or less to the SW corner of the East 1/2 of said Northeast 1/4;

then northerly along the west line of said East 1/2, 2640 feet more or less to a point on the north line of said NE 1/4;

then N89°55'30"E along said north line, 395 feet more or less;

then N00°04'30"E, 33.00 feet to the SW corner of Lot 2 of CSM 10012:

then N20°44'30" W along the westerly line of said Lot 2, 143.05 feet:

then N43°49'30"W along said westerly line, 483.10 feet;

then N00°22'24"E along said westerly line, 2153.89 feet to a point on the south line of the NE1/4 of said Section 28;

then N89°26'50"W along said south line, 1361.76 feet to the SW corner of said NE1/4; then N00°31'43"W along the west line of said NE1/4, 1314.22 feet to a point on the south line of the North 1/2 of the NW1/4 of said Section 28;

then N88°44'55"W along said south line, 2648.80 feet to a point on the west line of said NW1/4;

then N01°46'04"E along said west line, 1326.01 feet to the SW corner of the SW1/4 of said Section 21;

then N02°22'56"E along the west line of said SW1/4, 2640.67 feet to the NW corner of said SW1/4;

then N89°38'41"E along the north line of said SW1/4, 2639.91 feet to the NE corner of said SW1/4;

then southeasterly along the centerline of Silver Spring Road (CTH "VV"), 1496 feet more or less to a point on the west line of the East 1/2 of the SE1/4 of said Section 21; then N00°10'28"E along said west line, 613.01 feet to a point on the north line of said SE1/4;

then N00°09'23"E along the west line of the East 1/2 of the NE1/4 of said Section 21, 578.06 feet to a point on the southerly line of the Waukesha County Recreational Trail; then N56°12'30"W along said southerly line, 783.19 feet;

thence N33°47'30"E along the westerly line and the southerly extension of lands designated by Tax Key SUXV 0225.996.001, 93.99 feet to a point on the southerly right-of-way line of the Union Pacific Railroad;

then southeasterly along said right-of-way, 11.81 feet, being the arc of a curve, the center of which lies northerly with a radius of 5342.55 feet and the chord of which bears S60°27'00"E to a point;

then southeasterly along said right-of-way, 667.17 feet, being the arc of a curve, the center of which lies northerly with a radius of 2721.55 feet and the chord of which bears S67°27'25"E for 658.065 feet;

then southeasterly along said right-of-way, 400 feet, being the arc of a curve, the center of which lies northerly with a radius of 5342.55 feet and the chord of which bears S76°32'44"E for 399.91 feet;

then S78°41'25"E along said right-of-way, 950.35 feet to a point on the east line of said NE1/4 of Section 21;

then N00°07'28"W along said east line, 54.16 feet to the centerline of the Union Pacific Railroad;

then S78°45'28"E along said centerline, 2693 feet to the east line of the NW1/4 of said Section 22;

then S00°07'39"E along said east line to the southerly right-of-way line of said railway; then S77°56'E along said southerly right-of-way line, 1340.74 feet to the east line of the East 1/2 of the SE1/4 of said Section 22;

then northerly along said east line to a line which lies northerly and parallel to and 50 feet distant at right angles to the centerline of said railway;

then S76°15'E along the northerly line of said railway, 1340 feet to the east line of said SE1/4;

then N00°08'04"E along said east line, 450 feet more or less to the SE corner of the NE1/4 of said Section 22;

then N00°09'14"E along the east line of said NE1/4, 1327.20 feet to the south line of the NE1/4 of said NE1/4;

then westerly along said south line of said NE1/4 of the NE1/4, 1318 feet more or less to the SW corner of said NE1/4 of the NE1/4;

then northerly along the west line of said NE1/4 of the NE1/4, 1319 feet more or less to a point of the north line of said NE1/4 of Section 22;

then westerly along said north line, 286 feet more or less to the intersection with the southerly right-of-way line of Good Hope Road, said right-of-way being 100 feet wide;

then northeasterly, 114 feet more or less to a point on the northerly right-of-way line of Good Hope Road, said point being the Southwest corner of Lot 1, Block 6 in Centennial Oaks Phase II subdivision;

then N00°10'45"E along the East line of Lot 1 of CSM 6101, 217.43 feet to the NE corner of said Lot 1;

then S87°01'10"W along the north line of said Lot 1, 200.30 feet to the NW corner of said Lot 1, said point also being on the east line of Lot 2 of CSM 4195;

then N00°10'45"E along said east line, 282.80 feet to the NE corner of said Lot 2;

then S89°S2'52"W along the north line of said Lot 2 and Lot 1 of CSM 4195, 874.18 feet to the NW corner of said Lot 1, said point being on the east line of the Stonewood Estates of Sussex subdivision;

then S00°10'45"W along said east line, 239.12 feet;

then S89°50'00"W along the north line of Parcel 2 of CSM 2818 and the North line of Parcel 2 of CSM 4039, 290.86 feet;

then S00°10'00"E along the west line of said Parcel 2 of CSM 4039, 300.00 feet;

then S89°50'00"W along the north line of Good Hope Road, 405.67 feet;

then N00°10'45"E along the westerly line of said Stonewood Estates of Sussex subdivision and the westerly line of Stonewood Estates of Sussex II subdivision, 1287.73 feet;

then N89°53'49"E along the westerly line of said Stonewood Estates of Sussex II subdivision, 33.35 feet;

then N00°07'49"E along the westerly line of said Stonewood Estates of Sussex II subdivision, 1320.92 feet to a point on the north line of the SW1/4 of said Section 15;

then N89°57'31"E along said north line, 664.37 feet to the NW corner of the SE1/4 of said Section 15;

then N89°53'41"E along the north line of said SE1/4, 2161.56 feet to the NW corner of Lot 1 of CSM 7280;

then S00°01'34"W along the West line of said Lot 1 and the West line of Lot 2 of said CSM 7280, 255.00 feet;

then N89°53'41"E along the south line of said Lot 2, 475.00 feet to the east line of said SE1/4;

then S00°01'34"W along said East line, to the NW corner of Lot 1 CSM 11568;

then easterly along the north line of said Lot 1, 273.68 feet, to a point in the west line of Lot 33, Hidden Hills Addition No. 1;

then continuing easterly along the north line of said Lot 33, a distance of 122.29 feet;

Then northerly along the west line of Lot 33 and Lot 32, Hidden Hills Addition No. 1, 300.00 feet to the south line of the NW1/4 of Section 14, T8N, R19E;

Then westerly along the south line of said NW1/4 and south line of Majestic Heights, subdivision, 436 feet to the SW corner of said NW1/4;

Then northerly along the west line of said NW1/4 to the SE corner of the NW1/4 of the SW1/4 of said Section 14;

Then westerly along the south line of the NE1/4 of the NE1/4 of Section 15, T 8N, R19E, to a point in the west line of Maple Avenue;

then northerly along the east line of Lot 1, CSM 4739, 164.27 feet;

then westerly along the north line of said Lot 1, 524.29 feet to the NW corner of said Lot 1;

then southerly along the west line of said Lot 1, 168.51 feet to a point in the south line of said NE1/4 of the NE1/4;

then westerly along the south line of said NE1/4 of the NE1/4, to the SW corner of the NE1/4 of the NE1/4 of Section 15, T8N, R19E.

then northerly along the west line of said NE1/4 of the NE1/4 to the NW corner of said NE1/4 of the NE1/4;

then easterly along the north line of said NE1/4 of the NE1/4 to the NE corner of said NE1/4 of the NE1/4;

then southerly along the east line of said NE1/4 of the NE1/4, Section 15 to the SE corner of said NE1/4 of the NE 1/4;

then N89°04'42"E along the North line of the Majestic Heights subdivision, 2626.12 feet to a point on the West line of the Woodside Road right-of-way;

then N00°29'44"E along said west line, 1317.445 feet to a point of the north line of the NW1/4 of said Section 14;

then N89°09'47"E along said north line, 33.01 feet to said NW corner of the NE1/4 of said Section 14 and the point of beginning.

EXHIBIT

C

Exhibit C: Legal Description for the Village of Merton.

All that part of the NE1/4, SE1/4, and SW1/4 of Section 13, the SE1/4 of Section 14, the NE1/4 and SE1/4 of Section 23, all of Section 24, the NE1/4 and NW1/4 of Section 25 and the NE1/4 of Section 26 located in Town 8 North, Range 18 East, Village of Merton, Waukesha County, Wisconsin, together with all that part of the NW1/4 and SW1/4 of Section 18, the NW1/4, SW1/4 and SE1/4 of Section 19, the NW1/4 Section 29, and the NE1/4 of Section 30, Town 8 North, Range 19 East, Village of Merton, Waukesha County, Wisconsin, bounded and described as follows:

Beginning at the intersection of the centerline of Center Oak Road and the Town line between Merton and Lisbon at a point which lies 486 feet more or less North of the Southeast corner of the Northeast one-quarter of said Section 13;

then North 01°52'55" East along the centerline of Center Oak Road and the West line of said Northwest one-quarter of Section 18, 201 feet to the NW corner of CSM 9273;

then N 88°08'00" E, along the North line of said CSM 9273, 1272 feet more or less to the NE corner of said CSM 9273;

then S 06°14'54" W, along the East line of said CSM 9273, 723 feet more or less to the Southeast corner of said CSM 9273 and a point on the North line of said SW 1/4 line of said Section 18;

then N 88° 6'35" E along said North line, 1073 feet more or less to the NE corner of said SW1/4 of Section 18;

then S 00° 9'02" W along the east line of said SW1/4, 2646 feet more or less to the NE corner of the NW1/4 of said Section 19;

then S 00°11'52" W along the east line of said NW1/4, 960 feet more or less to the SE corner of Woods Edge Estates subdivision;

then S 88°54'21" W along the south line of said subdivision, 33 feet more or less to the NE corner of CSM 11126 and a point on the west line of Lake Five Road;

then S 00°12'12" W along the common west line of Lake Five Road and east line of CSM 11126, 1,133 feet more or less;

then S 89°47'48" W along said common line, 27 feet more or less;

then S 00°12'12" W along said common line, 437 feet;

thence S 58°18'37" W along said common line, 105 feet more or less to a point on the north line of CTH "VV";

then S 89°01'57" W along the common south line of CSM 11126 and north line of CTH "VV", 1642 feet more or less;

then S 88°36'57" W along said common line 86 feet more or less to unplatted lands in the Town of Lisbon;

then N 00°34'01" E along said unplatted lands 88 feet more or less;

then S 88°56'08" W along said unplatted lands 454 feet more or less to the East line of the NE1/4 of Section 24, T8N, R18E;

then S 00°33'58" W along said east line, 150 feet more or less to the SE corner of the NE1/4 of said Section 24;

then N 88°55'44" E along the north line of the SW1/4 of said Section 19, 636 feet more or less to the centerline of Moraine Drive {CTH "MD"};

then southeasterly along the centerline of said Moraine Drive the following calls:

S 61°09'57" E, 487 feet more or less;

S 53°06'16" E, 345 feet more or less;

S 54°06'42" E, 24 feet more or less;

S 54°10'54" E, 545 feet more or less;

then leaving said centerline and traversing S35°50'44" W, 33.00 feet more or less to a point on the SW right-of-way line of said Moraine Drive (CTH "MD");

then southeasterly along said SW right-of-way line, which is 33 feet southwesterly of and parallel with the center line of said Moraine Drive, as measured at a right angle to said centerline, 3355 feet more or less to a point on the north line of Beaumont Ridge subdivision;

then N 88°54'33" E along said North line and its extension, 39 feet more or less to said centerline of Moraine Drive (CTH "MD");

then southeasterly along said centerline, 2454 feet more or less to a point on the south line of the NW1/4 of said Section 29, also being a point on the centerline of Ainsworth Road;

then S 88°11'32" W along said south line and said centerline, 487 feet more or less to the East ¼ corner of said Section 30;

then S 89°49'11" W along said centerline and said East 1/4, 2633 feet more or less to the center of said Section 30;

then South 88°56'44" West along the South line of the Northwest one-quarter of said Section 30, 11.16 feet to the Southeast corner of CSM 7618;

then N 00°21'30" W along the East line of said CSM 7618, 859.38 feet to the NE corner of said CSM 7618;

then S 88°16'02" W along the north line of said CSM 7618, 836.88 feet to the NW corner of Lot 1 of said CSM 7618;

then S 00°58'00" W along the west line of said Lot 2, CSM 7618, 300.56 feet to a point;

then N 89°20'07" E along the west line of said Lot 2, CSM 7618, 312.37 feet to a point;

then S 00°26'42" W along the west line of said Lot 2, CSM 7618, 547.07 feet to a point in the south line of the NW1/4 of Section 30, T8N, R19E;

then S 88°56'54" W along said south line, 1857.40 feet to the West 1/4 corner of said Section 30 and a point on the center line of Ainsworth Road;

then S 88°58'51" W along said centerline, 1299 feet more or less to the centerline of Winkelman Road;

thence North along said centerline, 1077 feet more or less to the centerline of Rybeck Road;
then westerly along the centerline of Rybeck Road, 5265 feet more or less to a point 33 feet east of the centerline of Dorn Road;

then northerly along a line 33 feet east of and parallel with the centerline of Dorn Road, as measured at a right angle to said centerline, 4,018 feet more or less to the north line of CTH "EF" (Sussex Road) extended;

then west along the North line of CTH "EF" (Sussex Road), 33 feet to the center line of Dorn Road;

then north along the center line of Dorn Road, 5147 feet more or less to the South line of CTH "VV" (Main Street) extended;

then east along the south line of CTH "VV" (Main Street) and its extension, 4800 feet more or less to the point where CTH "VV" (Main Street) curves South and Center Oak Road (extended) continues East;

then easterly along the south line of Center Oak Road, 440 feet more or less to the NW corner of Lot 4, North of the Bark, a recorded subdivision plat;

then easterly and northeasterly along the south line of Center Oak Road, said south line being 33 feet southerly of and parallel with the centerline of said Center Oak Road, as measured at a right angle to said centerline, 440 feet more or less to the south line of the aforesaid CSM 9273;

then S 88°52'07" W along said South line, 46 feet more or less to a point on the centerline of Center Oak Road;

then N 43°31'00" E along said centerline, 363 feet more or less to the point of beginning.

EXHIBIT

D

TaxKey: LSBT0218994
Mapped Acreage: 0.4717
Property Address: N68W27840 CTH VV
GERALD G POLLARD
N68W27840 CTH VV
HARTLAND WI 53029

TaxKey: LSBT0218992
Mapped Acreage: 0.7991
Property Address: N68W27820 CTH VV
SYLVAN G STOMMEL JR
N68W27820 CTH VV
HARTLAND WI 53029

TaxKey: LSBT0218991
Mapped Acreage: 0.3053
Property Address: N68W27770 CTY VV
DEAN I BARTLETT
N68W27770 CTY VV
HARTLAND WI 53029-9009

TaxKey: LSBT0262999002
Mapped Acreage: 8.4396
Property Address: N60W27580 AINSWORTH RD
ANTHONY L LARSCHIEDT AND GENE C LARSCHIEDT
N60W27580 AINSWORTH RD
LISBON WI 53089-3314

TaxKey: LSBT0262999003
Mapped Acreage: 3.7884
Property Address: AINSWORTH RD
ANTHONY L LARSCHIEDT AND GENE C LARSCHIEDT
N60W27580 AINSWORTH RD
LISBON WI 53089-3314

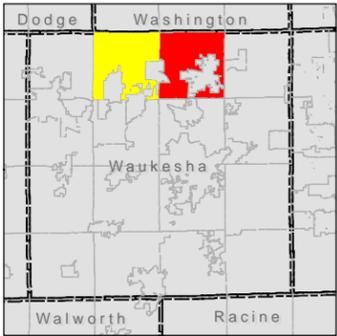
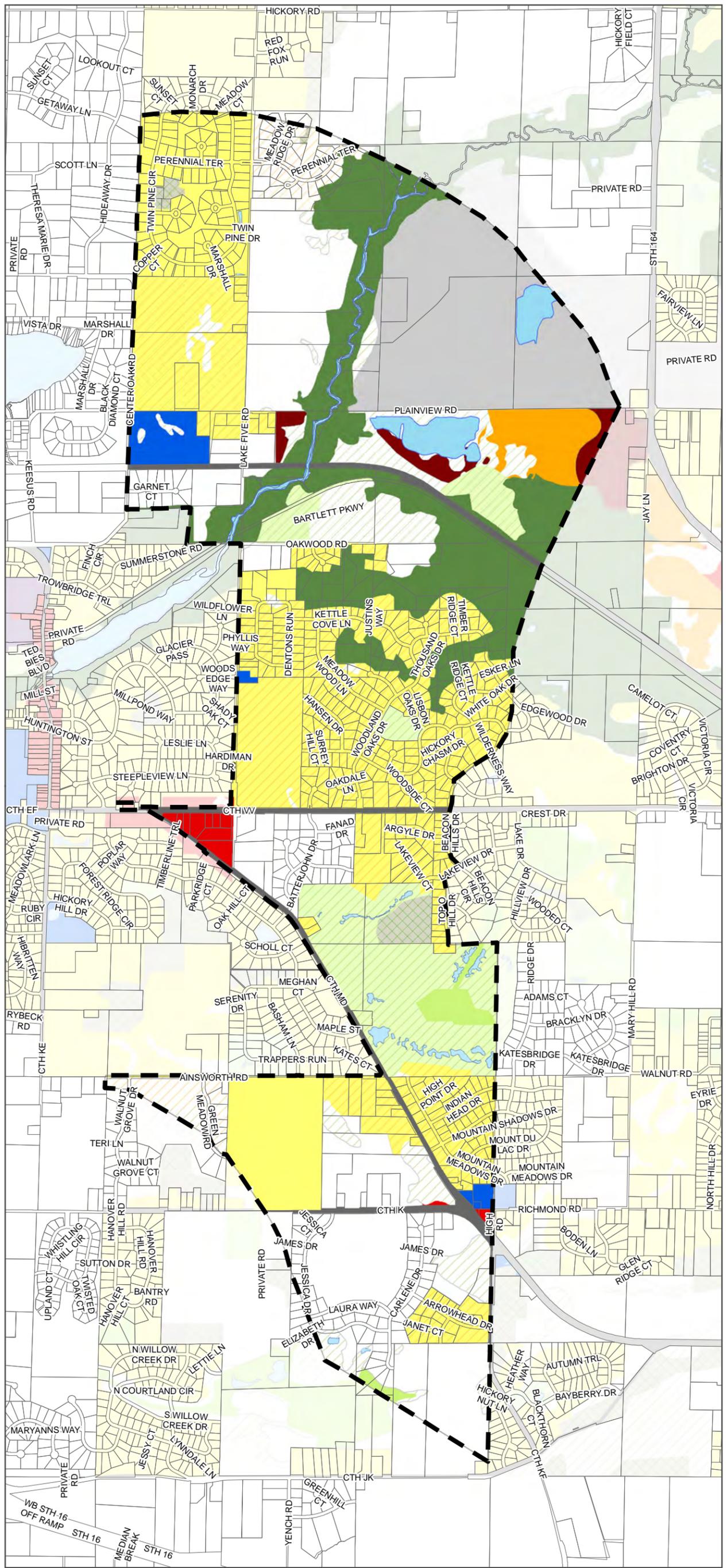
EXHIBIT

E

EXHIBIT E

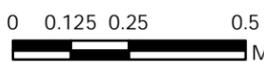
Legend

-  Joint Planning Area Boundary
-  Tax Parcels
-  Proposed Amendment (Rural Density to Suburban Density Residential I)
-  High Density Residential (Less than 6,000 square feet of area per dwelling unit)
-  Medium Density Residential (6,000-19,999 square feet of area per dwelling unit)
-  Low Density Residential (20,000 square feet to 1.4 acres of area per dwelling unit)
-  Suburban Density I Residential (1.5 to 2.9 acres of area per dwelling unit)
-  Suburban Density II Residential (3.0 to 4.9 acres of area per dwelling unit)
-  Rural Density and Other Agricultural Land ((5.0 to 34.9 acres of area per dwelling unit or equivalent density)
-  Farmland Preservation (>35 acres of area per dwelling unit)
-  Farmland Preservation w/ EC (>35 acres of area per dwelling unit)
-  Other Open Lands to be Preserved
-  Recreational
-  Primary Environmental Corridor
-  Secondary Environmental Corridor
-  Isolated Natural Resource Area
-  Surface Water
-  Governmental and Institutional
-  Commercial and Office Park
-  Mixed Use
-  Industrial
-  Transportation, Communication and Utilities
-  Highway Rights of Way
-  Landfill
-  Extractive



Date Created: 11/20/2018
 Date Amended: 06/27/2019
 Date Amended: 01/07/2020
 Status: Unapproved

EXHIBIT E: Joint Planning Area - Land Use Plan Town of Lisbon in Village of Merton Extraterritorial Area Town of Lisbon



Data Sources:

M:\Lisbon, Town of\190047 - 2019 Town Planning Services\2019 Tasks\2019.08 - Lisbon Merton EIZ Comp Plan Amendments

vierbicher
 planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO
 999 Fourier Drive, Suite 201, Madison, WI 53717
 Phone: (608) 826-0532 Fax: (608) 826-0530

EXHIBIT

F

**BOUNDARY STIPULATION AND
INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE VILLAGE OF SUSSEX
AND THE TOWN OF LISBON**

This is a stipulation and intergovernmental agreement (together, "Agreement") made as of the 22ND day of JANUARY, 2001, by and between the Village of Sussex, a municipal cooperation, located in Waukesha County, Wisconsin ("Village") and the Town of Lisbon, a Wisconsin town, located in Waukesha County, Wisconsin ("Town").

RECITALS

WHEREAS, Section 66.30 of the Wisconsin Statutes authorizes towns and villages as "municipalities" to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, Section 66.027 of the Wisconsin Statutes authorizes parties to a legal action contesting the validity of an annexation to stipulate and settle such litigation and to determine the common boundary lines between the municipalities; and

WHEREAS, the Village and the Town are parties to a lawsuit contesting the validity of a Village annexation ordinance involving lands formerly located in the Town, as described in Exhibit A (the "Annexation Territory") encaptioned *Town of Lisbon vs. Village of Sussex*, Case No. 99 CV 2407 (the "Lawsuit"), and are therefore authorized by statute to exercise the powers implicit herein; and

WHEREAS, the Village and the Town believe that intergovernmental cooperation and joint planning provide for the best use of land and natural resources, and high quality and efficient services; and

WHEREAS, it is in the best interest of the Village and the Town to resolve annexation,

boundary, land use and municipal service issues in order to avoid costly litigation, and to provide effective and efficient joint planning to manage their future growth in the area; and

WHEREAS, altering and fixing the boundaries between the Village and the Town to include the Annexation Territory and other lands currently within the Town and within the Village will resolve the Lawsuit and facilitate joint planning and intergovernmental cooperation between the Village and the Town; and

WHEREAS, the Village and the Town wish to secure their respective abilities to respond to annexation requests and to address growth in their jurisdictions, and neither wishes to contest the other or be contested in their efforts at orderly growth;

NOW, THEREFORE, in consideration of the mutual promises of the parties, the receipt and sufficiency of which is mutually acknowledged, it is stipulated and agreed as follows:

ARTICLE I BOUNDARY CHANGES

- A. **Boundary Adjustments**. The boundaries of the Village and the Town shall be adjusted and fixed, in perpetuity, in accordance with the provisions of the map set forth in Exhibit B and as legally described in Exhibit C, both of which are incorporated by reference. Approval of this Agreement by the governing boards of the Village and the Town shall constitute approvals of these boundary adjustments by the governing boundaries within the meaning of sec. 66.027, Stats.
- B. **Section 66.027 Requirements**. The governing boards of each party shall, concurrently with the execution of this Agreement, execute a stipulation certifying these boundaries for purposes of complying with sec. 66.027, Stats. The provisions of this Agreement, which fix the Village and Town boundaries, shall be published in The Sussex Sun. Pursuant to sec. 66.027, Stats., if no referendum regarding boundary changes is properly requested within 30 days of the date the stipulation is published, or if the boundary changes described in this Agreement are approved by a referendum election and the provided time for asserting a

judicial challenge to the sufficiency of the boundary change has expired without challenge being filed, the parties will jointly petition the Waukesha County Circuit Court to fix the boundaries between the Village and the Town by a final judgment of the Court having jurisdiction of the Lawsuit, consistent with Exhibits B and C. The respective governing boards and their officers and employees shall take all further action necessary and appropriate to accomplish the intended purposes of the boundary changes described in this Article.

ARTICLE II VILLAGE GROWTH AREA

- A. **Village Growth Area.** The parties hereby designate certain territory within the Town, as shown on Exhibit D, which is incorporated by reference, as the Village Growth Area (“VGA”). It is the intent of the parties that the VGA shall ultimately be attached to and served by the Village of Sussex, consistent with the Village’s 2020 plan. The actions, powers, rights, obligations and privileges of the Village and the Town are delegated, modified or limited by the parties within the VGA, as described in this Agreement.
- B. **Authorized Detachments.** Any lands for which the Village receives a petition for detachment which are located within the VGA may be attached to the Village without contest by the Town. The Town acknowledges that the Village has a reasonable present or demonstrable future need for the property within the VGA. The Town agrees that it will not directly or indirectly oppose any such detachment nor will it financially support any person opposing such detachment.
- C. **Detachment within the VGA.** Any lands for which the Village receives a petition for detachment located within the VGA may be detached from the Town and attached to the Village without contest by the Town. The individual parcels within the VGA may be detached from the Town and attached to the Village on an individual, separate basis or an aggregate basis pursuant to the procedures set forth below.
1. Procedure for Detachment. The procedure for detachment of any lands within the VGA shall be as follows:

- a. The parcel owner desirous of attaching to the Village, developing or dividing an individual parcel(s), or receiving Village services as set forth in below, shall file a Petition for Detachment with the Town and Village Clerks prior to being permitted to attach, develop, divide or receive Village services.
 - b. The Village, within forty-five (45) days of receipt of a Petition for Detachment, may adopt an ordinance attaching the subject property(ies).
 - c. The Town, within forty-five days after receipt of the Village ordinance of attachment, shall adopt an ordinance detaching the subject property from the Town.
2. Conditions of Detachment. The Town shall not permit development or division of individual parcel(s) within the VGA. The Town agrees to detach each individual parcel and the Village may attach each individual parcel upon the earliest of the following events:
- a. Request on the part of the owner(s) of each individual parcel to be attached to the Village.
 - b. Any land division of any individual parcel, whether by, without limitation, Certified Survey Map, Subdivision Plat, metes and bounds legal description.
 - c. Request of any individual parcel owner for extension of any Village services.
 - d. Development of any parcel(s). For purposes of this agreement, "development" shall mean, without limitation, any request for zoning amendment, conditional or special use permit (exclusive of permit renewals), use variance, site plan, plan of

operation or design approval or any change of use of any portion of a property, but not a request for construction of a "garden shed" under the Lisbon Town Code.

- D. **Prohibited Annexations.** Except as otherwise set forth in this Agreement, no territory outside of the VGA shall be annexed to the Village. The Village agrees that it will not directly or indirectly support any such prohibited annexation outside the VGA, without prior written approval of the town board.

ARTICLE III JOINT PLANNING

- A. **Joint Planning Area.** The parties have identified certain undeveloped areas which, when developed, will have impact upon both the Town and Village. These areas, referenced herein as the Joint Planning Area (JPA), are identified in Exhibit E attached hereto. The parties agree to cooperate on matters relating to land use planning for the territory located within the JPA and approve all uses of land within the JPA in the following manner:

1. **Joint Planning Committee**

The Joint Planning Committee (as defined below) ("JPC") shall receive, consider and comment upon all applications for rezoning, conditional uses, PUDs and plats that arise within the JPA.

2. The JPC shall be comprised of three members from the Town of Lisbon, and three members from the Village of Sussex ("Member" or "Members").

3. The Members who comprise the JPC shall be appointed by and serve at the discretion of the Village President or Town Chairman for their respective municipalities. The Village President or Town Chair shall be one of the Members representing their municipality. One of the Members from each municipality shall be a Member of the Plan Commission of that municipality. The third Member from each municipality shall be from the

governing body of that municipality.

4. The Town Chairman or Village President of the JPC shall call meetings of the JPC by providing two weeks prior written notice thereof and shall jointly preside at all meetings.
5. The JPC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.
6. In order to make a recommendation, a majority of the Members from each municipality who are present at the meeting must join in the recommendation.
7. Following each meeting, the JPC shall provide the Clerk and plan commission of each municipality with a copy of the Minutes of the meeting. The Minutes shall include a list of the Members who were present at the meeting, and that list shall identify the municipalities that those Members represent. The Minutes shall also include a description of actions taken, along with identifying which Members voted in favor of, and which opposed, proposed recommendations.
8. The parties acknowledge that it may be necessary to obtain the cooperation and approval of other governmental agencies including, but not limited to, Southeastern Wisconsin Regional Planning Commission, Waukesha County Park and Land Use, Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation. In all matters necessary to implement this Agreement, the parties shall cooperate in seeking the approval of all relevant governmental agencies. To the extent practicable, the parties may, where necessary to obtain such required approvals, submit a single, joint request.
9. The JPC shall prepare a formal Land Use Plan for the JPA for consideration and approval by the Town (for the territory located within the Town, only) and Village Boards on or before December 31, 2004. The plan as to the territory within the Town shall be as restrictive as The Adopted Waukesha County Land Use Plan. The Town shall also prepare a formal Land Use Plan for the territory of the town situated outside of the JPA for approval on or before December 31, 2004. This plan shall likewise be as restrictive as

The Adopted Waukesha County Land Use Plan.

10. The land use plan for the areas to remain in the Town and receive Sussex utility service shall be in substantial conformity with the uses depicted on Exhibit H., attached hereto and incorporated herein by reference.
11. Any dispute involving the provisions of this section shall be resolved in accordance with Article VI herein.

ARTICLE IV SHARED SERVICES COMMITTEE

A. Shared Services Committee

The Shared Services Committee (SSC) (as defined below) shall consider the feasibility of combining services including, but not limited to, fire, emergency medical personnel, and police protection; public works, creation of parks and other community services, for the betterment of both communities.

1. The SSC shall be comprised of three members from the Town of Lisbon, and three members from the Village of Sussex ("Member" or "Members").
2. The Members who comprise the SSC shall be appointed by the Village President or Town Chairman for their respective delegates. The Village President or Town Chair shall be one of the Members representing their municipality. One of the Members from each municipality shall be a Member of the Plan Commission of that municipality. The third Member from each municipality shall be from the governing body of that municipality.
3. The Town Chairman or Village President of the SSC shall call meetings of the SSC by providing two weeks prior notice thereof and shall jointly preside at all meetings.

4. The SSC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.
5. In order to make a recommendation, a majority of the Members from each municipality who are present at the meeting must join in the recommendation.
6. Following each meeting, the SSC shall provide the Clerk of each municipality with a copy of the Minutes of the meeting. The Minutes shall include a list of the Members who were present at the meeting and that list shall identify the municipalities that those Members represent. The Minutes shall also include a description of actions taken, along with identifying which Members voted in favor of, and which opposed, proposed recommendations.
7. The parties acknowledge that it may be necessary to obtain the cooperation and approval of other governmental agencies including, but not limited to, Southeastern Wisconsin Regional Planning Commission, Waukesha County Park and Land Use, Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation. In all matters necessary to implement this Agreement, the parties shall cooperate in seeking the approval of all relevant governmental agencies. To the extent practicable, the parties may, where necessary to obtain such required approvals, submit a single, joint request.
8. The SSC shall, at a minimum, develop a plan for consideration by the Village and Town Boards, on or before January 1, 2002, for the purpose of coordinating police and fire services to parcels, that, due to border irregularities, could result in service delivery confusion, to determine which jurisdiction would better deliver police, fire public works and other public services. The SSC shall further, at a minimum, on or before January 1, 2003, prepare a recommendation for consideration by the Village and Town Boards, as to what municipal services could be more efficiently and economically delivered jointly. In conducting the study necessary to prepare the recommendation, the parties recognize and acknowledge that certain costs may be expended. Accordingly, the SSC shall prepare a proposed budget regarding the study

for consideration and approval by the Village and Town boards for the 2002 fiscal year before any costs are incurred.

ARTICLE V MUNICIPAL SERVICES

A. Provision of Sewer Service.

The Village agrees to extend sewer services to those areas located within the Town depicted on Exhibit F, on an extraterritorial basis. Service shall be provided pursuant to the Agreement for the treatment of waste water between Town and the Village in the form attached hereto and incorporated herein by reference as Exhibit G and as shown on Exhibit F. The Village shall own the sewer service facility including mains, lift stations if any, and all appurtenances thereto. Laterals (the sewer line running from the road right-of-way or easement line to the structure being served) will be owned by the property owners. The Town and Village shall, simultaneous with the entry of the Judgment of the Court, execute the Agreement for the treatment of wastewater. The Town acknowledges that the Village has implemented a "slow-growth" policy that shall impact the timing of extension of service to areas within the Town. The Village is planning to construct, operate and maintain an expansion to the Village's existing wastewater treatment facility. The Town, in entering this agreement, is acting in reliance upon the Village's planned expansion. The sewer service agreement shall specify dates when it is anticipated that services will be extended to areas within the Town. The Town also acknowledges the restrictions on use as set forth in the sewer service agreement. The Town may deliver the sewer service to Town property owners through a Sanitary Sewer District or Districts, a Utility District or Districts or as otherwise permitted by law.

ARTICLE VI DISPUTE RESOLUTION

A. **Scope.** All disputes over the interpretation or application of this Agreement shall be resolved according to the dispute resolution procedures contained in this Article.

B. **Mediation**. If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:

1. Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - a. 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 Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.
 - b. The mediation session shall take place within 45 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - c. 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 20 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.
 - d. 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. The mediation sessions 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 arbitrable, 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.

e. The expenses of a mediator, if any, shall be borne equally by the parties.

C. **Arbitration.** If unresolved after Section 5.2 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 an arbitrator from the American Arbitration Association. The parties may agree to an alternative method for the selection of the single arbitrator.

1. The Village and the Town will equally divide the fees of the arbitrator, as well as the costs of court reporters, if any. The parties are responsible for the fees of their own attorneys and expert witnesses subject to any award of costs or fees by the arbitrator.
2. The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award is final and binding, and shall be enforceable at law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings, unless the parties otherwise agree.
3. The parties agree that arbitration proceedings must be instituted within one year after the claimed breach was discovered or in the exercise reasonable diligence could have been discovered and that the failure to institute arbitration proceedings within such period shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

ARTICLE VII DIVISION OF ASSETS AND LIABILITIES.

The parties agree, for purposes of compliance with Sections 60.79 and 66.03, Wis. Stats., that the division of assets and liabilities regarding the land transfer pursuant to this Agreement results in no assignment of additional assets or liabilities to either party in excess of those assets and liabilities associated with the territory being transferred under this Agreement. Therefore, neither the Town nor the Village shall be responsible to transfer any additional assets nor incur any additional liabilities other than those specifically set forth in this Agreement.

ARTICLE VIII
GENERAL PROVISIONS

- A. **Other Agreements**. Except as specifically provided herein or in Exhibit G, this Agreement does not supersede other contracts, agreements or memoranda of understanding between the parties. All other intergovernmental agreements shall remain in full force and effect.
- B. **No Waiver**. The failure of either party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party.
- C. **Performance Standard**. This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties hereby 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.
- D. **Construction**. This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions, and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.
- E. **Enforceability**. The enforceability of this Agreement will not be affected by statutory amendments, changes in the forms of village or town government, or changes in elected officials. The parties agree that this Agreement is binding on their respective successors, agents and employees.

- F. **Smart Growth Law.** The parties acknowledge that this Agreement has been executed after the Wisconsin Legislature's enactment of sec. 66.0295, Stats., which pertains to comprehensive land use planning. The preceding is generally referred to as "Smart Growth Law." The parties acknowledge that they have entered into this Agreement in contemplation of the standards and requirements of the Smart Growth Law. This Agreement is intended to be an intergovernmental cooperation agreement under the Smart Growth Law and, therefore, may be amended, if necessary, to comply with the requirements of the Smart Growth Law.
- G. **Incorporation.** So long as the Town abides by the terms of this Agreement including, but not limited to, completion of the Joint Planning and Joint Service requirements under this Agreement, Village shall not object to the incorporation of the Town of Lisbon.
- H. **Severable Provisions.** All of the Agreement's terms are intertwined and interconnected and shall not be severed. It is agreed that the terms and provisions are interdependent. If any material part of this Agreement is held by a Court of competent jurisdiction to be invalid or ineffective, or if a Court fails for any reason to incorporate into a final judgment the boundary changes identified in Article I of this Agreement, or of subsequently acted federal or state laws, rules or regulations render any of the material terms of this Agreement unlawful, the parties shall have 90 days in which to negotiate in good faith to remedy the unlawful or unenforceable provisions. If no agreement can be reached, then the entire Agreement shall be null and void.

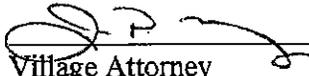
IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers as of the date first written above.

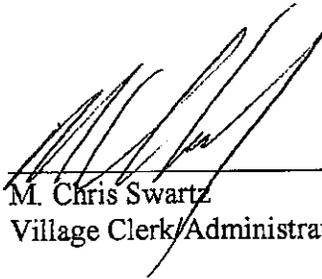
VILLAGE OF SUSSEX

By: 
Patricia K. Bartlett
Village President

Approved as to form:

Attest:

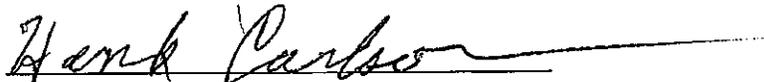

Village Attorney


M. Chris Swartz
Village Clerk/Administrator


Michael M. Knapp, Village Trustee


Ralph P. Benka, Village Trustee


Fred Gallant, Village Trustee


Hank Carlson, Village Trustee

Ronald Evert
Ronald Evert, Town Supervisor

David Gettelman
David Gettelman, Town Supervisor

Daniel J. Meissner
Daniel Meissner, Town Supervisor

State of Wisconsin)
)ss.
County of Waukesha)

Personally came before me this 22nd day of January, 2001, the above-named Gerald J. Schmitz, Chairperson of the Town of Lisbon, Jeffrey Musche, Clerk of the Town of Lisbon, and Town Supervisors Peter C. Chycinski, Ronald Evert, David Gettelman and Daniel Meissner, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Town.

Kelly C. Shields
Notary Public, State of Wisconsin
My Commission 9/12/2004

LIST OF EXHIBITS

EXHIBIT A

Lands formerly located in the Town, as described in Exhibit A (the "Annexation Territory")

EXHIBIT B

The boundaries of the Village and the Town shall be adjusted and fixed in accordance with the provisions of the map set forth in Exhibit B.

EXHIBIT C

The boundaries of the Village and the Town shall be adjusted and fixed in accordance with the provisions as legally described in Exhibit C.

EXHIBIT D

Certain territory within the Town, as shown on Exhibit D, which is incorporated by reference, as the Village Growth Area ("VGA").

EXHIBIT E

Joint Planning Area map.

EXHIBIT F

Map depicting extra-territorial sewer service area within the Town.

EXHIBIT G

The Village shall provide sewer service pursuant to this sewer service agreement

EXHIBIT H

Projected land uses for Added Services Area (ASA) in Town of Lisbon receiving Village sewer service

EXHIBIT I

Capacities provided in Intermunicipal Agreement between the Town of Lisbon and the Village of Sussex for Year 2025 development

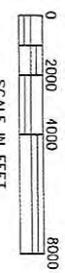
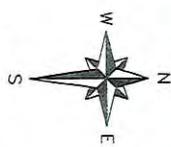
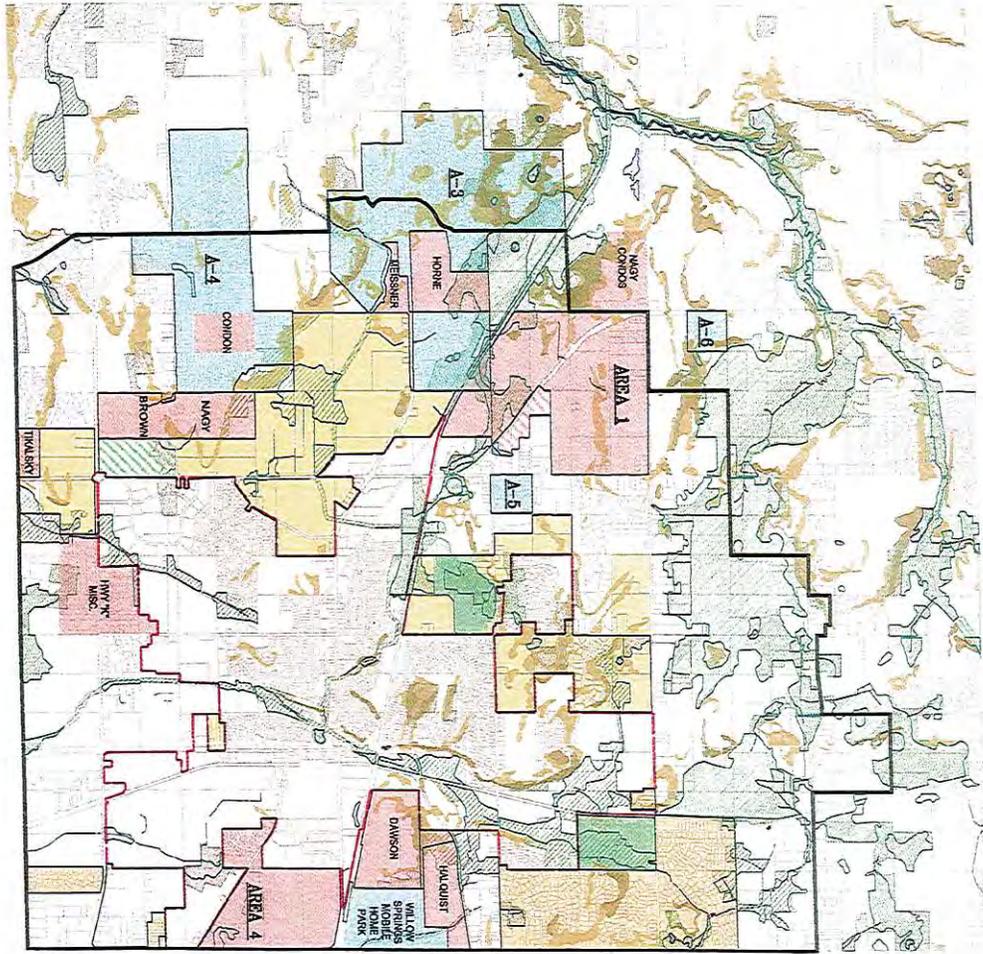


EXHIBIT B

BOUNDARY ADJUSTMENT MAP
VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN

LEGEND

- CURRENT MUNICIPAL BOUNDARY
- EXTRATERRITORIAL ZONING JURISDICTION BOUNDARY
- VILLAGE OF SUSSEX
- AREAS PROPOSED FOR FUTURE ADDITION TO THE VILLAGE OF SUSSEX
- AREAS TO REMAIN IN TOWN BUT RECEIVE SUSSEX UTILITY SERVICE
- AREAS TO REMAIN IN TOWN BUT RECEIVE SUSSEX UTILITY SERVICE SUBJECT TO APPROVAL OF DETAILED DEVELOPMENT PLAN
- SEWER SERVICE AREAS WITHIN WWTP PLAN
- TOWN OF LISBON SANITARY DISTRICT NO. 1
- PROPOSED TOWN PARK LANDS
- PRIMARY ENVIRONMENTAL CORRIDORS
- SECONDARY ENVIRONMENTAL CORRIDORS
- ISOLATED NATURAL RESOURCE AREAS
- SLOPES RANGING FROM 12 TO 20 PERCENT
- SLOPES GREATER THAN 20 PERCENT (SEWRPC 1990)

REVISED 12-28-00

Exhibit "C"

February 9, 2001

LEGAL DESCRIPTION
PROPOSED CORPORATE BOUNDARY FOR THE VILLAGE OF SUSSEX

For: Village of Sussex

All that part of Sections 13, 14, 15, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, and 36 in Lisbon Township 8 North, Range 19 East, Waukesha County, Wisconsin, described as follows:

Beginning at the North one-quarter corner of Section 14; thence North $88^{\circ}46'03''$ East, along the North line of the Northeast one-quarter of Section 14, 2659.20 feet to the Northeast corner of said Section 14; thence North $88^{\circ}47'02''$ East along the North line of the Northwest one-quarter of Section 13, to the Northeast corner of lands designated by Tax Key No. L.SBT 0194.998; thence southerly along the West line of said lands, 273 feet more or less to the Southwest corner of said lands; thence easterly along the South line of said lands, 80 feet more or less; thence northerly along the East line of said lands, 273 feet more or less to the North line of the Northwest one-quarter of Section 13; thence North $88^{\circ}47'02''$ East along said North line, 231 feet more or less to the Northeast corner of the Northwest one-quarter of Section 13; thence South $00^{\circ}27'40''$ West, along the East line of the Northwest one-quarter of Section 13, 2640.78 feet to the center of Section 13; thence South $00^{\circ}16'09''$ West along the South one-quarter line of said Section, 2399.32 feet; thence North $88^{\circ}42'43''$ West, 150 feet; thence South $0^{\circ}16'09''$ West, 250.09 feet to the North line of Section 24; thence North $88^{\circ}42'43''$ West along said North line, 1182.68 feet to the West one-eighth line of Section 24; thence South along said one-eighth line to the West one-quarter line of Section 24; thence South $88^{\circ}55'22''$ West along said one-quarter line, 1369.73 feet to the West one-quarter corner of Section 24; thence South $0^{\circ}41'58''$ West along the West line of Section 24 to the centerline of the Union Pacific Railroad; thence southeasterly along said centerline to the West one-eighth line of Section 24; thence South 100 feet more or less to the southerly right-of-way line of said Railroad; thence South $77^{\circ}35'$ East along said southerly right-of-way line 2643.18 feet; thence South $00^{\circ}25'$ East, 66.8 feet to the North line of Section 25; thence South $88^{\circ}27'26''$ West along said North line, 1302 feet to the North one-quarter corner of Section 25; thence South $00^{\circ}19'50''$ West along the North one-quarter line of said Section, 2635.60 feet to the center of Section 25; thence South $88^{\circ}58'45''$ West along the West one-quarter line of said Section 25, 715.99 feet to the centerline of Silver Spring Drive (C.T.H. "VV"); thence northwesterly along said centerline, 1053 feet more or less; thence South $00^{\circ}33'10''$ West,

Proposed Corporate Boundary
February 9, 2001
Page 2

513.29 feet to a point on the North line of the Southwest one-quarter of Section 25; thence North $88^{\circ}59'10''$ East, on and along said North line, 311.37 feet to a point on the West line of Circlecrest Park Site, a recorded Subdivision Plat; thence South $00^{\circ}02'50''$ East, on and along said West line, 1313.54 feet to the Southwest corner of said Circlecrest Park Site; thence North $89^{\circ}17'10''$ East, on and along the South line of said Circlecrest Park Site and its easterly Extension, 1324.41 feet to a point on the East line of said Southwest one-quarter; thence North $00^{\circ}16'51''$ East along the West line of the Southeast one-quarter of said Section 25, 834.92 feet to a point on the referenced centerline of Silver Spring Drive (C.T.H. "VV"); thence along said centerline South $57^{\circ}01'08''$ East, 1739.63 feet to a point; thence continuing along said centerline South $56^{\circ}52'32''$ East, 1150.01 feet to a point of curvature; thence continuing along said centerline 76.61 feet along the arc of a curve to the left, with a radius of 3819.72 feet, whose chord bears South $57^{\circ}27'00.5''$ East, 76.61 feet to a point; thence North $05^{\circ}56'43''$ East, 66.86 feet to the northerly right-of-way line of Silver Spring Drive (C.T.H. "VV"); thence along said northerly line, South $89^{\circ}12'35''$ East, 159.13 feet to a point on the East line of the Southeast one-quarter of said Section 25; thence South $00^{\circ}47'25''$ West, along said East line, 549.97 feet to the Southeast corner of said Section 25; thence South $00^{\circ}12'04''$ West, along the East line of the Northeast one-quarter of said Section 36, 661.29 feet to a point; thence South $88^{\circ}59'39''$ West, along the South line of the North one-half of the Northeast one-quarter of said Section 36, 1326.78 feet to a point; thence North $00^{\circ}04'45''$ East, along the West line of the East one-half of said Northeast one-quarter, 660.55 feet to the South line of the Southeast one-quarter of said Section 25; thence South $88^{\circ}57'49''$ West, along said South line, 1328.21 feet to the South one-quarter corner of said Section 25; thence South $00^{\circ}02'33''$ East, on and along the East line of said Northwest one-quarter, 2391.79 feet to a point; thence South $89^{\circ}00'05''$ West, and parallel to the South line of said Northwest one-quarter, 147.60 feet to a point; thence South $00^{\circ}02'33''$ East, and parallel to said East line, 182.59 feet to a point on the North right-of-way line of County Trunk Highway "K" (Lisbon Road); thence South $89^{\circ}00'05''$ West, on and along said North right-of-way line, 1998.72 feet to an angle point on said North right-of-way line; thence North $59^{\circ}29'49''$ West, on and along said North right-of-way line, 148.55 feet to the easterly right-of-way line of the Wisconsin Central Railroad; thence South $19^{\circ}02'49''$ East, on and along the southerly extension of said easterly right-of-way line, 81.64 feet to a point on said North right-of-way line; thence South $89^{\circ}00'05''$ West, on and along said North right-of-way line, 105.18 feet to a point on the westerly right-of-way line of said Railroad; thence North $19^{\circ}02'49''$ West, on and along said westerly right-of-way line, 655.22 feet to a point; thence South $89^{\circ}00'05''$ West, and parallel to the South line of said Northwest one-quarter of Section 36, 74.44 feet to a point on the East line of said Northeast one-quarter of Section 36; thence North $00^{\circ}16'46''$ West, on and along said East line, 47.46

Proposed Corporate Boundary
February 9, 2001
Page 3

feet to a point; thence South 89°00'18"West, and parallel to the South line of said Northeast one-quarter, 249.00 feet to a point; thence South 00°16'46"East, and parallel to said East line, 387.00 feet to a point; thence South 89°00'18"West, and parallel to said South line, 1.00 feet to a point; thence South 00°16'46"East, and parallel to said East line, 308.50 feet to a point on said North right-of-way line; thence South 89°00'18"West, on and along said North right-of-way line, 546.10 feet to a point; thence North 00°00'18"East, 262.59 feet to a point; thence North 89°59'42"West, 199.97 feet to a point; thence South 00°00'18"West, 266.08 feet to a point on said North right-of-way line; thence South 89°00'18"West, on and along said North right-of-way line, 107.80 feet to the beginning of a curve to the right, said curve having a radius of 172.21 feet and a long chord bearing North 45°32'05"West, 245.49 feet; thence northwesterly, on and along the arc of said curve and said North right-of-way line, 273.27 feet to a point of tangency on the East right-of-way line of State Trunk Highway "164"; thence North 00°04'28"West, on and along said East right-of-way line, and parallel to the West line of the East one-half of said Northeast one-quarter, 96.50 feet to a point; thence South 89°00'18"West, on and along said East right-of-way line, and parallel to the South line of said Northeast one-quarter, 5.00 feet to a point; thence North 00°04'28"West, on and along said East right-of-way line and parallel to said West line of said East one-half, 2162.37 feet to a point; thence North 89°03'52"East, and parallel to the North line of said Northeast one-quarter, 280.00 feet to a point; thence North 00°04'28"West, and parallel to the West line of said East one-half, 162.00 feet to a point on the North line of said Northeast one-quarter; thence North 89°03'52"East, on and along said North line 410.23 feet to a point on the westerly right-of-way line of the Wisconsin Central Railroad; thence North 19°02'49"West, on and along said westerly right-of-way, 212 feet plus or minus line southeasterly; thence South 89°44'21"West, 662.30 feet to the centerline of Waukesha Avenue (S.T.H. 164); thence North 0°12'21"East along said centerline, 207.62 feet; thence North 89°53'22"West, 450.13 feet along the North line of Mitchell Lane; thence South 00°06'38"West, 10.00 feet along the West line of Mitchell Lane; thence South 89°26'58"West, 793.59 feet; thence North 00°09'12"East, along the West line of Certified Survey Map No. 6863, 906.96 feet more or less to the South line of Spring Green Heights Subdivision; thence North 89°42'19"West along a line of said Subdivision, 55 feet more or less to the Southeast corner of Outlot 1, Block 6, Clover Downs; thence South 89°09'28"West along the South line of Clover Downs, 956.065 feet more or less to the center of Sussex Creek; thence South 02°47'45"West along the center of Sussex Creek, 1322.057 feet to a point on the South line of the Southwest one-quarter of Section 26; thence South 89°05'02"West along the South line of the Southwest one-quarter of Section 26, 294.76 feet; thence South 00°47'02"West, 787.64 feet; thence South 89°00'00"West, 81.64 feet; thence South 00°47'02"West, 482.20 feet; thence South 89°00'00"West, 811.94 feet to a point on the northerly right-of-way of Northview Road; thence North

Proposed Corporate Boundary
February 9, 2001
Page 4

00°20'45"East, 230.00 feet; thence South 89°00'00"West, 89.93 feet; thence North 00°20'45"East, 115.31 feet; thence North 89°39'15" West, 315.00 feet; thence North 00°20'45"East, on the West line of the Northwest one-quarter of Section 35, 215.24 feet; thence South 89°31'10"West, 468.65 feet; thence South 00°20'45"West, 296.39 feet; thence South 89°32'27"West, 191.35 feet; thence South 00°20'45"West, 330.00 feet; thence South 89°32'27"West, 1653 feet more or less to the Northeast corner of lands designated by Tax Key No. SUXV 0277.997; thence southerly along the East line of said lands to a point on the South line of the Northeast one-quarter of Section 34; thence westerly along said South line, 388.80 feet more or less to the Southeast corner of the Northwest one-quarter of Section 34; thence South 89°34'13"West, along the South line of the Northwest one-quarter of Section 34, 698 feet more or less to a point where the West line designated by Tax Key No. LSBT 0279.998 is extended to said South line; thence southerly along the West line of lands designated by Tax Key No's. LSBT 0279.998, LSBT 0279.997, LSBT 0279.996, LSBT 0279.995, LSBT 0279.994, LSBT 0279.993, and LSBT 0279.992, 1270 feet more or less to a point on the North line of lands designated by Tax Key No. LSBT 0279.990; thence westerly along the North line of said lands, 702.72 feet more or less to the Northwest corner of said lands; thence southerly along the West line of said lands, 728 feet more or less to a point that is 650 feet from the South line of Section 34, as measured at a right angle to said South line; thence westerly along a line that is parallel to and 650 feet from, as measured at right angles to the South line of Sections 34 and 33, to a point on the East line of Scottish Highlands, a subdivision; thence northerly along the East line of Scottish Highlands and Certified Survey Map No.'s 7538 and 7539, to a point on the North line of the Southeast one-quarter of Section 33; thence North 89°30'40" East along said North line to a point where the East line of lands designated by Tax Key No. LSBT 0273.998 extends to said North line; thence northerly along the East line of said lands to a point in the centerline of Richmond Road; thence westerly along said centerline to a point where the West line of Certified Survey Map No. 1132 extends to said centerline; thence northerly along the West line of Certified Survey Map No. 1132 to the Northwest corner of said Certified Survey Map No 1132 to the Northwest corner of said Certified Survey Map; thence easterly along the North line of said Certified Survey Map, 60 feet more or less to a point in the East line of lands designated by Tax Key No. LSBT 0256.996; thence northerly along said East line to a point on the North line of the Southeast one-quarter of Section 28; thence North along the East line of the Northwest one-quarter of Section 28 and East line of lands designated by Tax Key No. LSBT 0254.017 to the Northeast corner of lands designated by Tax Key No. LSBT 0254.017; thence westerly along the North line of lands designated by Tax Key No's. LSBT 0254.017, LSBT 0254.013, LSBT 0254.994.003, LSBT 0254.994.002, LSBT 0254.994.001, LSBT 0254.998 to a point on the centerline of Mary Hill Road and West line of Section 28; thence North 00°12'25" West along the centerline of Mary Hill Road

Proposed Corporate Boundary
February 9, 2001
Page 5

to the Northwest corner of Section 28; thence North $00^{\circ}24'29''$ East, along the said centerline and West line of Section 21, 2640.90 feet more or less to the Southwest corner of the Northwest one-quarter of Section 21; thence North $89^{\circ}38'41''$ East along the South line of said Northwest one-quarter, 2639.91 feet more or less to the Southeast corner of said Northwest one-quarter; thence North $00^{\circ}25'58''$ East along the East line of said Northwest one-quarter, to the point of intersection with the South line of the Bug Line Recreation Trail; thence Southeasterly along said South line to a point where the Northwest line of lands designated by Tax Key No. SUXV 0225.996.001 extends to the South line of the Bug Line Recreation Trail; thence North $33^{\circ}47'30''$ East along said Northwest line, 93.99 feet to a point on the southerly right-of-way line of the Union Pacific Railroad; thence southeasterly 11.81 feet along said right-of-way line, being the arc of a curve, the center of which lies northerly with a radius of 5342.55 feet and the chord of which bears South $60^{\circ}27'00''$ East, 11.81 feet to a point; thence southeasterly, 667.17 feet along said southerly right-of-way line, being the arc of a curve, the center of which lies northerly with a radius of 2721.55 feet and the chord of which bears South $67^{\circ}27'25''$ East, 658.065 feet to a point, thence southeasterly 400 feet along said southerly right-of-way line, being the arc of a curve, the center of which lies northerly with a radius of 5342.55 feet and the chord of which bears South $76^{\circ}32'44''$ East, 399.91 feet to a point; thence South $78^{\circ}41'25''$ East along said south right-of-way line, 950.35 feet to a point on the east line of the Northeast one-quarter of Section 21; thence North $00^{\circ}07'28''$ West along the East line of the Northeast one-quarter of Section 21, 54.16 feet to the centerline of the Union Pacific Railroad; thence South $78^{\circ}45'28''$ East along said centerline, 2693 feet to the East line of the Northwest one-quarter of Section 22; thence North $00^{\circ}06'09''$ East along said East line to the Northeast corner of the Northwest one-quarter of Section 22; thence South $89^{\circ}50'00''$ West along North line of said Northwest one-quarter to a point where the East line of Parcel 3 of Certified Survey map No. 2863 extends to the North line of said Northwest one-quarter; thence northerly along the East line of Parcel 3 of Certified Survey Map No. 2863 and the East line of Western Oaks Subdivision, to the Northeast corner of Western Oaks Subdivision; thence westerly along the North line of Western Oaks Subdivision to the Southeast corner of lands designated by Tax Key No. LSBT 0203.998.005; thence northerly along the East lines of lands designated by Tax Key No.'s LSBT 0203.998.005, LSBT 0203.991, and LSBT 0203.992, to a point on the South line of Hidden Oaks Addition No. 2, a recorded subdivision; thence easterly along the South lines of Hidden Oaks Addition No. 2 and Hidden Oaks Addition No. 1 to the Northwest corner of the Southeast one-quarter of Section 15; thence North $89^{\circ}53'41''$ East along the North line of said Southeast one-quarter, 2636.56 feet more or less to the Northeast corner of said Southeast one-quarter; thence northerly along the East line of the Northeast one-quarter of Section 15 and centerline of Maple Avenue to a point where the North line of Certified Survey Map No. 5356 extends to said East line; thence westerly along the North lines of Certified Survey Map No.'s 5356, 5357, 5723, and the North line

Proposed Corporate Boundary
February 9, 2001
Page 6

of Hidden Oaks, a recorded subdivision, to a point on the East line of Hidden Oaks Addition No. 1, a recorded subdivision and West line of said Northeast one-quarter; thence northerly along said East and West line to the Northwest corner of said Northeast one-quarter; thence North 89°58'02" East along the North line of said Northeast one-quarter and centerline of Plainview Road, 2645.82 feet more or less to the Northwest corner of Section 14; thence North 89°09'47" East along the North line of the Northwest one-quarter of Section 14 and center line of Plainview Road, 2660.38 feet more or less to the point of beginning.

Area containing 5568 acres more or less of land.

MEK:plw

2092118 100

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cc: Gerald Powell, Ruekert & Mielke, Inc.

File

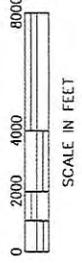
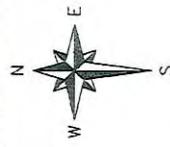
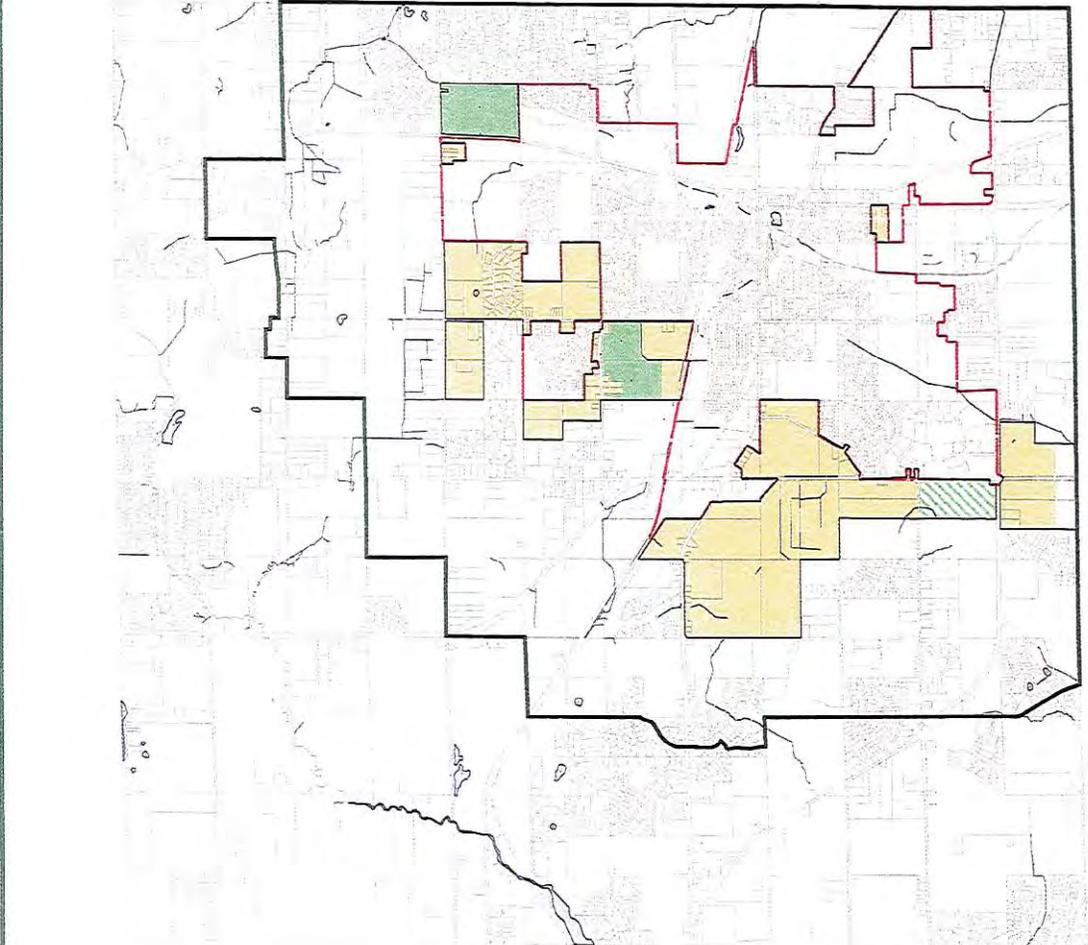
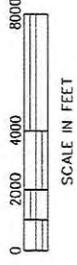
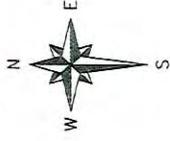


EXHIBIT D

**VILLAGE GROWTH AREA MAP
VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN**

LEGEND

-  CURRENT MUNICIPAL BOUNDARY
-  EXTRATERRITORIAL ZONING JURISDICTION BOUNDARY
-  CURRENT VILLAGE OF SUSSEX AREAS PROPOSED FOR FUTURE ADDITION TO THE VILLAGE OF SUSSEX
-  PROPOSED PARK LANDS
-  PROPOSED TOWN PARK LANDS



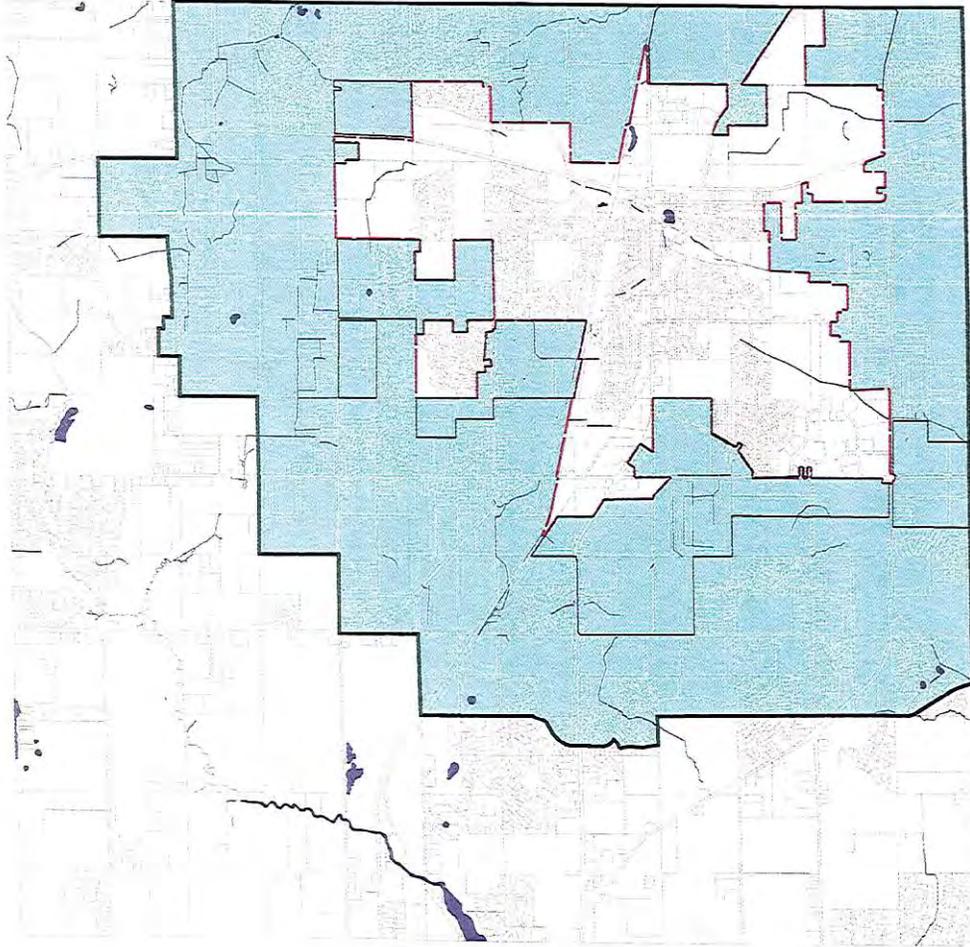
SCALE IN FEET

EXHIBIT E

**JOINT PLANNING AREA MAP
VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN**

LEGEND

- CURRENT MUNICIPAL BOUNDARY
- EXTRATERRITORIAL ZONING JURISDICTION BOUNDARY
- JOINT PLANNING AREA
- VILLAGE OF SUSSEX GROWTH AREA



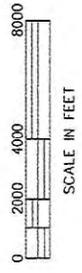
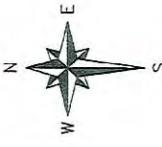
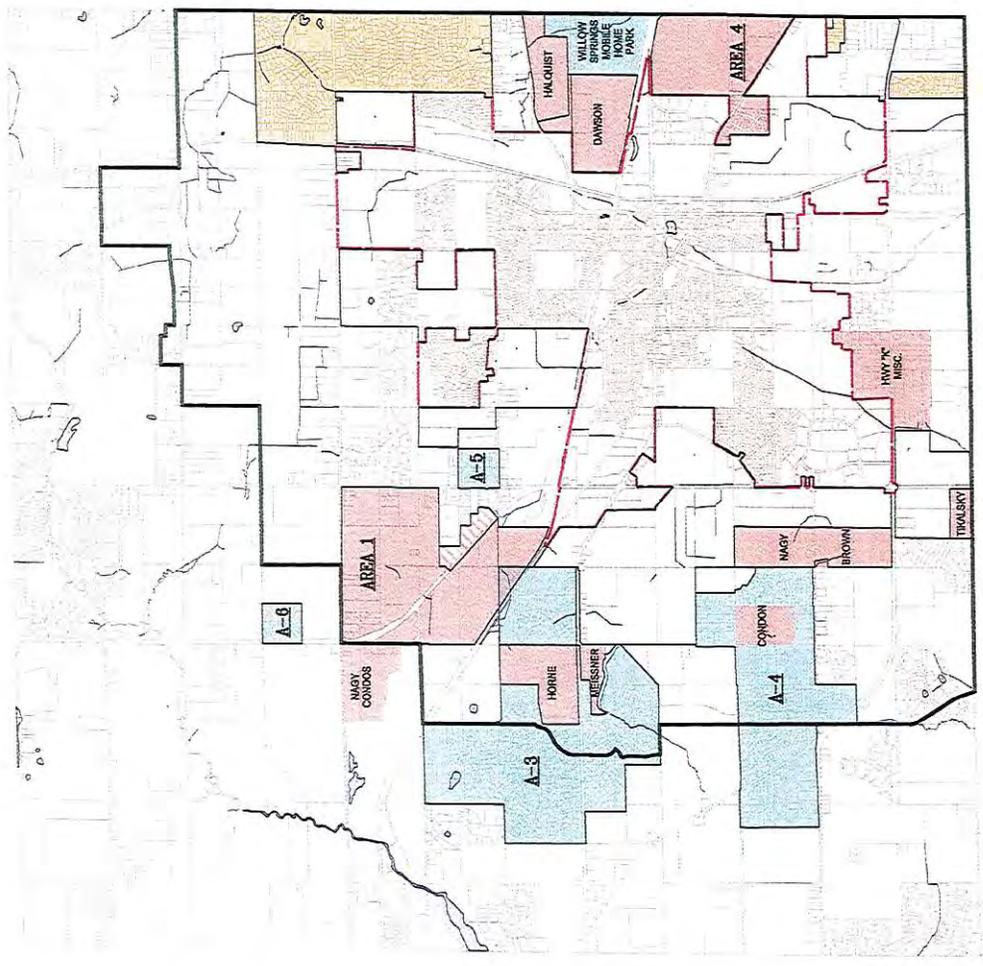


EXHIBIT F

**EXTRATERRITORIAL SEWER SERVICE AREA
VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN**

LEGEND

- CURRENT MUNICIPAL BOUNDARY
- EXTRATERRITORIAL ZONING JURISDICTION BOUNDARY
- VILLAGE OF SUSSEX
- AREAS TO REMAIN IN TOWN BUT RECEIVE SUSSEX UTILITY SERVICE
- AREAS TO REMAIN IN TOWN BUT RECEIVE SUSSEX UTILITY SERVICE SUBJECT TO APPROVAL OF DETAILED DEVELOPMENT PLAN
- EXISTING SERVICE AREA
- TOWN OF LIBBON SANITARY DISTRICT NO. 1



REVISED 12-20-00



EXHIBIT G

INTERMUNICIPAL AGREEMENT BETWEEN
THE TOWN OF LISBON
AND THE VILLAGE OF SUSSEX

This Agreement entered into this 22nd day of January, 2001, by and between the Town of Lisbon, hereinafter referred to as "Lisbon", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the Village of Sussex, hereinafter referred to as "Sussex", a municipal corporation organized and existing under the laws of the State of Wisconsin.

WITNESSETH:

WHEREAS, Sussex owns and operates a wastewater treatment facility which has been designated as an area-wide regional treatment facility by the Southeastern Wisconsin Regional Planning Commission and the Wisconsin Department of Natural Resources; and

WHEREAS, Sussex and Lisbon have entered into a previous intermunicipal agreement for the provision of sewage treatment services, said agreement dated December 28, 1992 (the 1992 Agreement); and

WHEREAS, Sussex and Lisbon have negotiated an intermunicipal boundary agreement pursuant to the provisions of Section 66.027 of the Wisconsin statutes which provides, in part, for the establishment of permanent boundaries between the municipalities, the requirement for the development of land-use plans which will guide future development within the Village and the Town, the investigation of shared services and for the provision of additional wastewater treatment services for Lisbon (the 66.027 Agreement); and

WHEREAS, the existing Sussex wastewater treatment facility is inadequate for servicing additional designated service areas that are the subject of this agreement, and is planned to be expanded and upgraded; and

WHEREAS, Lisbon desires to share in the capital costs of the expansion and upgrade of the Sussex Wastewater Treatment Facility so that wastewater treatment services can be obtained from Sussex for the Added Service Areas as defined herein; and

WHEREAS, Sussex and Lisbon are entering into this Agreement for fulfilling the terms and conditions of the intermunicipal border agreement as filed in Case No. 99 CV 2407 and for the joint governmental purpose of providing sewage treatment services to property owners and citizens within their respective boundaries.

NOW, THEREFORE, pursuant to Secs. 66.027 and 66.30 of the Wisconsin Statutes and based upon the mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

I. DEFINITIONS

1.1 Agreement. "Agreement" shall mean this document together with the Exhibits attached hereto.

1.2 Average Daily Flow. "Average Daily Flow" shall mean the wastewater generated by the District over the previous 120 days divided by 120.

- 1.3: BOD "BOD" shall mean biochemical oxygen demand, as defined in the 17th edition of Standard Methods for the Examination of Water and Wastewater.
- 1.4 Capacity Allocation. "Capacity Allocation" shall mean the right to discharge wastewater to the Sussex sewerage system up to the limits set forth in this Agreement.
- 1.5 Commercial Users. "Commercial Users" shall mean any property occupied by a nonresidential establishment not within the definition of an "Industrial User", and which is connected to the wastewater facilities.
- 1.6 Domestic Wastewater. "Domestic Wastewater" shall mean the water and water-carried wastes from residences, business buildings, institutions or industrial establishments generated by personal activities (from sources such as kitchens, bathrooms, lavatories, and toilets). Strength characteristics of this wastewater shall be deemed to be equal to those of the "equivalent residential unit" unless, in the case of a commercial user, strength characteristics are determined to be different by the completion of a waste strength certification form. Domestic wastewater does not include process wastewater from industrial establishments, infiltration or inflow.
- 1.7 Residential Equivalent Connection. "Residential Equivalent Connection" (REC) shall mean the average annual discharge of a domestic wastewater residential unit. A REC shall be defined as 140 gallons per person per day of average daily flow at 175 mg/l BOD, 192 mg/l TSS, 26 mg/l NH₄-N 1 and 3 mg/l P. A residential unit shall be defined as 3 people per unit. In the event Sussex should revise its formula for calculating a Residential Equivalent Connection, the Sussex REC shall be applicable to Lisbon.
- 1.8 Industrial Users. "Industrial Users" shall mean any non-residential user identified in Division A, B, D, E, or I of the Standard Industrial Classification Manual. Industrial user also shall include any user that discharges wastewater containing toxic or poisonous substances as defined in Section 307 or 502 or the Clean Water Act, or any substance(s) causing interference in the wastewater treatment facilities. Industrial user shall include any non residential user who: 1) is subject to national categorical pretreatment standards, 2) has a nondomestic flow of 25,000 gallons or more per average day, 3) contributes more than 5% of the average dry weather capacity of the wastewater treatment facility, or 4) is determined by the WTF Superintendent to have the potential to adversely affect the wastewater treatment facility.
- 1.9 Infiltration. "Infiltration" shall mean water entering a sewer system, including sewer service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.
- 1.10 Infiltration/Inflow. "Infiltration/Inflow" shall mean the total quantity of water from both infiltration and inflow without distinguishing the source.
- 1.11 Inflow. "Inflow" shall mean the water discharged into a sewer system, including service connections, from such sources as, but not limited to, roof leaders, cellar, yard, and area drains, foundation drains, sump pumps, cooling towers, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm water, surface run-off, street wash waters, or drainage. Inflow does not include, and is distinguished from infiltration.
- 1.12 Peak Daily Flow. "Peak Daily Flow shall be the maximum daily flow over a 48 hour period divided by 2 for a storm frequency interval of 5 years or less.

- 1.13 Process Wastewater. "Process Wastewater" shall mean any wastewater, other than domestic wastewater and infiltration and inflow, discharged to the sewerage system.
- 1.14 Residential User. "Residential User" shall mean all premises used only for human residency and that are connected to the sewerage system.

1.15 Service Areas

Old Service Area (OSA)- The territory within Lisbon wherein wastewater treatment service could be provided under the 1989 Agreement, as depicted on Exhibit 1 attached hereto.

Existing Service Area (ESA) -The OSA, excluding certain subdivisions, including Lyndale Farms East and West Subdivisions, within Lisbon previously within the OSA, wherein Lisbon has determined that wastewater treatment service cannot reasonably be provided through the Sussex Wastewater Treatment Facility, as depicted on Exhibit 2 attached hereto.

Added Service Area (ASA) - The additional territory within Lisbon, outside of the ESA, wherein wastewater treatment service may be provided under the 66.027 Agreement, as depicted on Exhibit 3.

- 1.15 "TSS" shall mean Total Suspended Solids as defined in the 17th edition of Standard Methods for the Examination of Water and Wastewater.

II. GENERAL INTENT

Sussex is planning to construct, operate, and maintain an expansion of the Village's existing wastewater treatment facility. The expansions and upgrade of the Sussex wastewater treatment facility will provide the capacity to treat and dispose of sanitary wastes generated within the year 2025 Sussex Sewer Service Area. It is anticipated that the construction associated with the expansion and upgrade may be completed in or about 2005. Lisbon is planning to construct, operate, and maintain a wastewater collection system to service portions of Lisbon. It is specifically acknowledged that, exclusive of the ESA and any other areas agreed-upon by the village and town, no additional treatment services can be provided to Lisbon until the expansion and upgrade of the Sussex wastewater treatment facility has been completed and Lisbon has completed its land use plan pursuant to the 66.027 Agreement.

Wastewater collected in Lisbon will be transmitted to the Sussex regional wastewater treatment facility through an interceptor/force main system constructed in accordance with the regional interceptor facility plan. It is anticipated that wastewater from Lisbon would be conveyed to existing, upgraded or new Sussex interceptors. The contractual relationship for financing, operating and maintaining existing, upgraded and any additional interceptor(s) needed for Lisbon will be covered under a separate agreement. However, any formula associated with the costs of financing the interceptors needed by Lisbon shall be on a percentage-of-intended-use basis. All costs for operating and maintaining the interceptors shall be based on the use of the interceptors.

Subject to this Agreement and the Sussex Sewer Service Ordinance, users in Lisbon shall enjoy all rights, privileges and obligations of all other users of the Sussex sewerage system.

Sussex's intent in offering sewer service to Lisbon is to fulfill its obligation under the 66.027 Agreement and to assist in overcoming water quality and public health problems which may occur in Lisbon associated with failing private onsite septic systems.

III. SERVICE AREA AND CAPACITY

3.1 Service Area Discussion

As previously stated herein, Lisbon and Sussex entered into the 1992 Agreement, wherein the Village agreed to treat an average daily flow of 230,000 gallons and a peak daily flow of 580,000 gallons of wastewater for a total cost of \$1,002,214. For the purchased capacity rights, Lisbon agreed to pay for 7.19% of the costs of the new wastewater treatment facility. A schedule of payments made and due under the 1992 agreement is attached hereto and incorporated herein by reference as Exhibit 4.

The 1992 Agreement specifically designated and restricted the service area for which wastewater treatment would be available. For purposes of this agreement, this area shall be known as the Old Service Area (OSA), and is depicted on Exhibit F. It is the intent of the parties to eliminate certain territory from the OSA, because it has been determined that the territory to be eliminated cannot be feasibly or economically served through the Sussex Wastewater Treatment Facility. The amended designated service area shall be known for purposes of this agreement as the Existing Service Area (ESA) and is depicted on Exhibit F. Under the provisions of the 66.027 Agreement, Sussex has agreed to provide sewer treatment services for the benefit of additional territory within Lisbon. For purposes of this agreement, this area shall be known as the Added Service Area (ASA), and is depicted on Exhibit 3.

The elimination of territory from the OSA makes available capacity for reallocation. As stated above, Lisbon has paid, in part, for this capacity. Lisbon is desirous of reallocating this capacity so as to be available to serve a portion of the ASA, and, subject to the conditions stated herein, Sussex agrees that Lisbon shall be permitted to utilize this capacity for such purpose. However, Lisbon shall complete the payment for the entire capacity previously contracted for to serve the OSA pursuant to the provisions of the 1992 Agreement. The additional capacity required to service the ESA and ASA shall be paid for pursuant to the provisions of Section V herein. It is recognized that Lisbon shall, at the time of the facilities planning for the expansion of the wastewater treatment facility, designate the lands and designated flows for those lands to be served during the lifetime of the expansion.

It shall be Lisbon's responsibility to establish the defined 208 sanitary sewer service area, as defined in this agreement, with the Southeastern Wisconsin Regional Planning Commission (SEWRPC).

3.2 Capacity Allocation

Sussex shall provide the following amounts of capacity to Lisbon for the term of this agreement:

EXISTING SERVICE AREA
1992 AGREEMENT CAPACITY

Average Daily Flow	230,000 gallons per day
Peak Daily Flow	580,000 gallons per day
Average Daily BOD Loading	335.7 pounds per day
Average Daily TSS Loading	368.9 pounds per day
Average Daily Nitrogen Loading	50.3 pounds per day
Average Daily Phosphorous Loading	6.3 pounds per day

EXISTING AND ADDED SERVICE AREA
TOTAL CAPACITY
INCLUDES 1992 CAPACITY

Average Daily Flow	931,140 gallons per day
Peak Daily Flow	2,327,850 gallons per day
Average Daily BOD Loading	1,359.8 pounds per day
Average Daily TSS Loading	1,491.9 pounds per day
Average Daily Nitrogen Loading	202.0 pounds per day
Average Daily Phosphorous Loading	23.3 pounds per day

3.3 Capacity Allocation Utilization

Sussex and Lisbon agree that, at such time as the expansion of the treatment facility has been completed and the Land-Use Plan contemplated by the 66.027 Agreement has been approved, Lisbon has the right to use the amounts of the Capacity Allocation specifically within the ESA and ASA as designated as under the terms of this agreement, but shall not be permitted to extend service to any other area. Lisbon has the right to use the amounts of the Capacity Allocation to provide septic disposal service and treatment to properties with on-site systems located within Lisbon. All septic and holding tank wastes shall be disposed of at the regional septic receiving station located at the regional wastewater treatment facility in Sussex.

When the Capacity Allocation utilized by Lisbon, as determined under Section 3.4 this Agreement, exceeds 85% of the average daily flow or peak daily flow from Section 3.2, Sussex shall submit written notification of that fact to Lisbon.

When the Capacity Allocation utilized by Lisbon, as determined under Section 3.4 of this Agreement, exceeds 95% of the average daily flow or peak daily flow

from Section 3.2, Sussex shall again submit written notification of that fact to Lisbon.

If for any reason Lisbon exceeds the original Capacity Allocation, plus or minus any reallocation, Lisbon shall immediately undertake efforts to eliminate excess use. If the excess utilization is not eliminated within 90 days after notification by Sussex, Sussex may enforce the Capacity Allocation limits as determined in Section 3.2 by any lawful means, and Lisbon agrees to cease approving any new connections to the sewer system. It is understood that the purchased capacity allocation described in Section 3.2 is insufficient to accommodate the ultimate growth planned for the areas designed in Exhibit 3.

The Village of Sussex agrees to enforce capacity limitations on all parties utilizing the Sussex wastewater treatment facility according to their purchased capacity allocations.

3.4 Flow Measurement

a. The actual flow of wastewater from Lisbon shall be measured at metering stations that shall be installed to accurately measure the total volume of wastewater collected within Lisbon and to transmit the flow information to Sussex. The metering stations shall be located so that all wastewater conveyed to Sussex from Lisbon shall be metered. The meters shall be at a location mutually acceptable to both parties. Sussex shall furnish, install, and maintain the flow meters and telemetry equipment. All costs for construction of the metering chambers, installation of the metering equipment, operation and maintenance of the metering station and communication lines shall be Lisbon's responsibility.

b. Sussex shall take periodic 24-hour flow proportional samples at the metering stations to determine the waste loadings from Lisbon. These samples will be used for verifying compliance with the Capacity Allocation defined under Section 3.2. In the event wastewater sampling determines that the Capacity Allocation is being exceeded, Sussex may institute continuous sampling for the purpose of sewer user charges.

c. The meters shall be calibrated every six months by Sussex with the cost of calibration and adjustment being paid by Lisbon. Lisbon shall be notified of scheduled site calibrations a minimum of five (5) days prior to such calibration.

d. In the event that it is determined that metering the flow of sewage from Lisbon is impractical due to low flow rates or due to joint municipal use of a sewer segment, a method of residential equivalent connections will be employed for determining capacity allocation. Such method shall be mutually agreed upon by Sussex and Lisbon.

IV. SEWER SERVICE AND CHARGES

4.1 Sewer Connections

a. Before the connection of Lisbon's local collection system to the Sussex regional wastewater treatment facility, Lisbon shall furnish to Sussex as-built drawings and system maps of Lisbon's sewer collection and interceptor system. The system maps shall indicate the location and sizes of all sewer lines and appurtenances within Lisbon's system to be connected.

b. Lisbon shall establish procedures for the inspection and approval by a licensed plumbing inspector of all installations of building connection laterals. Such laterals shall be installed according to State plumbing codes and general specifications approved by Sussex. All building connection laterals shall be installed by a plumber licensed by the State of Wisconsin. Lisbon shall forward to Sussex by the first day of every month copies of the installation permits that were issued during the preceding month. Sussex may conduct spot inspections to determine compliance with Sussex requirements.

c. Lisbon shall on a monthly basis provide Sussex with a compliance report, certified by Lisbon's plumbing inspector, that the connection was inspected and was made according to all state and local regulations.

d. The abandonment of any private sewage system in Lisbon shall be done by a licensed septic pumper and licensed plumber according to all legal requirements. Lisbon shall not permit septic waste from unconnected properties or from properties in the process of septic system abandonment to be deposited in the sewerage system. Septic and holding tank wastes shall be conveyed to the Sussex Regional WTF for disposal.

4.2 Sewer Extensions

a. Lisbon shall not construct any sanitary sewer extension to service land that is not served by sanitary sewers until the plans for such sewers have been reviewed and approved by Sussex. Approval shall not be unreasonably withheld.

b. Sussex shall approve the submitted plans if such plans are consistent with the Sussex 2020 Sewer Service Facility Plan, Sussex's rules and regulations and are located within the service area as presented in Exhibit 3. The flows and loadings resulting from the sewer extension shall not cause the Capacity Allocation as determined in Section 3.2 to be exceeded.

4.3. Right of Inspection

The parties to this Agreement agree that Sussex shall have the right to inspect all users' plumbing systems within the Lisbon service area; and that if, from any such inspection, it is determined by Sussex that any deleterious waste is entering the sewerage system, the user and Lisbon will be notified in writing and will be required to exercise their best efforts to cease and desist immediately; and in the event Lisbon and/or the user fails to take corrective action, Sussex, or Lisbon at Sussex's direction, shall pursue any and all remedies available to achieve compliance.

4.4. Clearwater Enforcement

It shall be incumbent upon each party to this Agreement to take the necessary steps to effect a high degree of separation and elimination of clearwater entering their systems, either through inflow or infiltration to avoid premature utilization of wastewater treatment facility capacity.

4.5 Adoption of Sewer Service Ordinance

Lisbon hereby agrees to comply with the Sussex Sewer Service Ordinance now in existence or enacted at any time during the existence of this Agreement or any extension of this Agreement. Such sewer service regulation shall require all users of the Lisbon sewerage system, located within the Sussex sewer service area, to comply with all applicable ordinances, rules, and regulations of Sussex. Lisbon shall not be required to comply with new rules or regulations which are contrary to the intent of this Agreement without a mutually agreed upon amendment to this Agreement unless the new rules or regulations are required by the DNR or EPA

Lisbon shall adopt a Sewer Service Ordinance substantially in conformity with the Sussex Sewer Service Ordinance. Sussex shall not change any sections or language of the Sussex Sewer Service Ordinance that would violate the intent of this Agreement. Sussex shall provide a copy of the Sussex Sewer Service Ordinance as it is revised to Lisbon.

4.6. Sewage Treatment Rates

a. For the acceptance, treatment and disposal of wastewater transmitted to Sussex from Lisbon and for the operation and maintenance, including DNR mandated replacement fund expense, for the treatment facility, Lisbon shall pay the rates as described in Chapter 13 of the Sussex Municipal Code as modified below:

1. Costs for the operation, maintenance, replacement, depreciation, capital expenditures and expansion of the Sussex collection system shall be deducted from the rate applied to Lisbon.

b. The adjusted sewer user charge rate will be applied to the total wastewater flow as metered at Lisbon' connection point(s). Consideration may be given for infiltration and inflow into interceptors upstream from Lisbon' connection point(s).

c. Copies of the annual sewer utility budget, rate computations, and annual sewer utility audit shall be made available to all parties of this Agreement. A separate audit of the shared wastewater treatment plant facility and a separate audit of the remaining sewer system facilities shall be required to determine the cost allocations of each facility and the cost of each shared element.

4.7. Billing Procedures

With regard to charges for providing wastewater treatment to the ESA, Lisbon shall complete payments in accordance with the 1992 Agreement. With regard to providing wastewater treatment to the ASA, Lisbon shall be liable for payment of all charges. Sussex shall bill Lisbon monthly commencing upon connection. Lisbon shall pay each invoice within 30 days after the date of billing, and if not so paid, the account shall be considered delinquent. Delinquent payments shall be subject to a late payment charge of 1-1/2% per month. Before Lisbon can contest any charge or billing, the charge or billing shall be paid in full.

4.8 Retained Plant Charge and Interceptor Capacity Charge

a. A Retained Plant Charge shall be levied pursuant to Chapter 13 of Sussex Municipal Code. The Retained Plant Charge is designed to recover the net asset value of the existing Sussex wastewater treatment facilities that will be retained for future use. This charge shall be collected by Lisbon before Lisbon issues a plumbing permit for

connection to Lisbon's sewerage system. Lisbon shall forward the collected charges to Sussex within 30 days after collection.

b. An Interceptor Capacity Charge shall be levied pursuant to Chapter 13 of the Sussex Municipal Code. The Interceptor Capacity Charge is designed to recover the costs incurred for providing excess capacity to accommodate future growth in the Sussex interceptor system. This charge shall be applicable to Lisbon only in the event that the Lisbon's sewerage system is connected directly to the Sussex interceptor system. This charge shall be collected by Lisbon before Lisbon issues a plumbing permit for connection to the Lisbon' sewerage system. Lisbon shall forward the collected charges to Sussex within 30 days after collection.

V. CAPITAL COSTS AND FUTURE COST SHARING

5.1 Wastewater Treatment Facility

Sussex is planning to construct, operate, and maintain an expansion to the Village's existing wastewater treatment facility. The estimated total project cost for this facility expansion shall be determined by a Facilities Plan, yet to be commenced. Actual total project costs will be finalized upon completion of the project. Total project costs shall include all professional services costs incurred by Sussex for planning, design, and construction of the facility. Based on the requested flows and loadings as determined by the Facilities Plan, Lisbon shall be responsible for the pro rata share of the total costs of the expansion and upgrade based upon the ratio of capacity designated to serve the ASA (less the paid-for capacity reallocated from the OSA) versus the total additional capacity of the expansion and upgrade. It is anticipated that Sussex will obtain State of Wisconsin Clean Water Fund assistance in the form of a subsidized interest rate loan and may consider local borrowing to finance the construction of this project. As currently structured, the Clean Water Fund loan repayments will not begin until one year after completion of the project. Biannual interest payments during the construction of the facility will be required. In the event Sussex does not receive Wisconsin Clean Water Fund assistance, Sussex reserves the right to review the entire project and financing options.

It is Sussex's intention to serve as the designated management agency for the construction of this project. This designation will require Sussex to apply for all financing assistance, award all contracts, and oversee construction. As interest loan payments become due, Sussex shall invoice Lisbon its proportionate share. At the time of project completion, the remaining balance of the Clean Water Fund loan will be allocated between the parties using the formula referenced above. Lisbon agrees to execute a separate financial assistance agreement with the State of Wisconsin for its portion of the total project cost, and agrees to assume the responsibility for repayment, of their share of the loan.

In the event that Sussex has undertaken any local borrowing to finance the wastewater treatment facility project, Lisbon agrees to pay Sussex its pro rata share of such debt at the time of project completion.

5.2 Financial Risks

Each party shall act to minimize the financial risk for the other

5.3 Future Cost Sharing

It is understood by Lisbon that the Sussex wastewater treatment facility is listed as a regional facility. Additions to either plant capacity or upgrading treatment processes as required by growth or maintaining compliance with DNR and EPA regulations may be necessary in the future.

In the event the State of Wisconsin does not execute a separate financial assistance agreement with Lisbon, Lisbon agrees to pay Sussex its percentage of the loan payments for the original loan executed between the State and Sussex.

In the event Sussex is required to upgrade or change the treatment processes to maintain compliance with DNR and EPA regulations, Lisbon shall be required to participate in capital cost sharing according to its percentage share of capacity rights in the wastewater treatment facility.

VI. ADMINISTRATION OF AGREEMENT

6.1 Technical Advisory Committee

As a vehicle for dealing with the technical and financial details of this Agreement and similar agreements, a Technical Advisory Committee (TAC) shall be created. This committee shall be composed of a single representative from each contractual community who shall inform and make recommendations to the respective governing body of the member community. The TAC shall be informed of, and shall review, technical updates on the wastewater treatment facility construction and operation, WPDES requirements, discharge permit revisions, industrial pretreatment requirements, contract modifications and ordinance changes on a regular basis. The TAC shall convene at least annually to review the previous year's operation results of the wastewater treatment facility, the previous year's audit report and proposed wastewater treatment budget, rates and charges.

6.2 Books and Records

Each party of this agreement shall keep accurate books, records, and accounts of costs, expenses, expenditures, and receipts as they pertain to this Agreement. Upon reasonable notice, either party shall be entitled to examine any such books and records. Either party may request an annual certified audit report for the books and records of the other party.

6.3 Disputes

a. Discussion Before Dispute Resolution At least sixty (60) days before initiating dispute resolution to enforce this Agreement, the party contemplating such dispute resolution shall so notify in writing the other party and request a meeting to discuss and resolve the matter in contention. Prior to initiating any dispute resolution, all outstanding charges due and owing shall be satisfied. The party receiving such notification shall make itself available at reasonable times and places for such discussions and attempted resolution. The parties represent that they will each make a good faith effort to resolve any disputes that may arise between them.

b. Arbitration. Arbitration shall be the dispute resolution mechanism for any unresolved dispute arising out of, resulting from or relating to the contractual elements of this Agreement. Arbitration shall be the sole remedy unless both parties stipulate in writing to seek court relief. The arbitration process shall be determined by a three - (3) person arbitration panel. Each party shall select one qualified arbitrator to serve on the panel. The two selected arbitrators shall select the third and final arbitrator. Within fifteen days after selection of the arbitrators, the arbitration proceedings shall commence; provided however, the parties may mutually agree to an extension.

The written award of the arbitration panel shall require a minimum of two votes and the award shall be limited to the interpretation of this Agreement. The party that does not prevail in the arbitration shall pay the cost of the arbitration including the fees of the arbitrators. The parties will pay their own professional's fees, expert witness fees and out of pocket expenses.

c. Public Service Commission. The parties hereto agree to be bound by the provisions of Section 66.079(9), Wisconsin Statutes, in the resolution of any dispute concerning the interpretation of rates, rules and practices of the parties.

6.4 Penalties and Remedies

a. In the event a penalty is levied by DNR or EPA not exceeding \$10,000 per violation, plus damages, then Sussex may charge a penalty in that amount to Lisbon if Lisbon is responsible for discharge of wastewater to the Sussex Sewerage System that is inhibiting to the sewer system. Each day the condition is allowed to exist may constitute a separate and new violation. Any such penalty levied shall be subject to review under the terms of paragraph 6.3 "Disputes."

b. Lisbon agrees that in the event of a violation of this agreement or the Sussex Sewer Service Ordinance not specified under Section 6.4 a., and after such notice has been given, penalties may be assessed in the amount of \$500.00 per day for each violation, with each day of continued violation considered as a separate "offense" for which an additional penalty would be due. The penalty shall be in addition to any penalty levied by any regulatory agency and any actual damages suffered by the Sussex. Any such penalty levied shall be subject to review under the terms of Paragraph 6.3 "Disputes."

c. Lisbon agrees that in the event Lisbon exceeds the Capacity Allocation as determined in Section 3.2 and fails to undertake means acceptable by Sussex to limit or eliminate excessive utilization, Sussex shall have the right to refuse future sewer extensions and/or future sewer connections to the Lisbon' sewerage system in addition to the penalties identified above.

6.5 Accounting Method

To the extent any provision of this Agreement requires calculations involving accounting principles, those generally accepted accounting principles and principles utilized in maintenance of municipal and utility records, as determined by a certified public accounting firm shall be utilized.

6.6 Notices

All notices required or permitted by this Agreement shall be deemed given if made in writing and deposited in the United States mail, addressed as follows:

Town of Lisbon
W 234 N 8676 Woodside Road
Sussex, WI 53089

Village of Sussex
N64 W23760 Main Street
Sussex, WI 53089

VII. MISCELLANEOUS

7.1 Entire Agreement

This Agreement contains the entire agreement of the parties, and may not be modified unless such a modification is in writing, approved by the governing body of each party, and duly executed by the authorized representative.

7.2 Previous Agreement

To the extent the parties have previously agreed upon any matter that is the subject of this Agreement, this Agreement shall supersede all previous agreements between the parties as to that issue or issues. Moreover, this agreement supersedes the 1989 and 1992 Agreement except as specifically stated herein.

7.3 Effective Date

The effective date of this Agreement shall be the date upon which it is executed by the parties.

7.4 Term of Contract

This Agreement shall be in effect through 2025, the design life of the wastewater treatment facility, unless the Agreement is terminated or extended by mutual agreement. Specific terms of this Agreement shall be renegotiated in the event of an occurrence beyond the control of Sussex, or caused by a governmental agency, and not covered by this Agreement.

Sussex shall provide notification to Lisbon of termination of the Agreement six (6) months prior to expiration of the Agreement. When renegotiating the Agreement, consideration shall be given to prior municipal contributions and any salvage value attributable to the existing facility.

7.5 Effect of Contract

Sussex and Lisbon recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future Agreement between Sussex and other entities.

7.6 Severability

If any clause, provision, or section of this Agreement is declared to be invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Agreement.

7.7 Binding Agreement

This Agreement is binding upon the parties hereto and their respective successors and assigns.

Signed by the Village of Sussex this 22nd day of January, 2001.

VILLAGE OF SUSSEX

By: Patricia K. Bartlett
Patricia K. Bartlett, President

ATTEST:
By: M. Chris Swartz
M. Chris Swartz, Administrator

Michael M. Knapp
Michael M. Knapp, Village Trustee

Ralph P. Benka
Ralph P. Benka, Village Trustee

Fred Gallant
Fred Gallant, Village Trustee

Hank Carlson
Hank Carlson, Village Trustee

Allen Olmstead
Allen Olmstead, Village Trustee

Vicki Braden
Vicki Braden, Village Trustee

Signed by the Town of Lisbon this 22nd day of January, 2001.

TOWN OF LISBON

By: Gerald J. Schmitz
Gerald J. Schmitz, Chair

ATTEST:

By: Jeffrey Musche
Jeffrey Musche, Clerk

Peter C. Chycinski
Peter C. Chycinski, Town Supervisor #1

Ronald Evert
Ronald Evert, Town Supervisor

David E. Gettelman
David Gettelman, Town Supervisor

Daniel F. Meissner
Daniel Meissner, Town Supervisor

EXHIBIT I

EXHIBIT I: Capacities Provided in Intermunicipal Agreement Between The Town of Lisbon and The Village of Sussex for Year 2025 Development
 Village of Sussex and Town of Lisbon Border Negotiations
 Village of Sussex, Waushara County, Wisconsin

Basin	Population	Gross Commercial or Industrial Acres	Average Daily Flow in gallons per day	Total Peak Hourly Flow in gallons per day	Average Daily BOD Loading in gallons per day	Average Daily TSS Loading in gallons per day	Average Daily Nitrogen Loading in gallons per day	Average Daily Phosphorous Loading in gallons per day
Area 1	817	56.6	173,810	434,325	253.8	278.5	37.7	4.4
Area 4	159	88.2	114,870	287,175	167.8	184.0	24.9	2.9
Nagy	213	0	32,620	81,550	47.6	52.3	7.1	0.8
Brown	269	0	37,660	94,150	55.0	60.3	8.2	0.9
Fikalski	62	0	8,680	21,760	12.7	13.9	1.9	0.2
HWY "K" Miscellaneous	438	0	-	-	-	-	-	-
Condon	146	0	20,440	51,100	29.9	32.7	4.4	0.5
Nagy Condos	165	0	23,100	57,750	33.7	37.0	5.0	0.6
Home	209	0	29,260	73,150	42.7	46.9	6.3	0.7
Meissner	59	0	8,260	20,650	12.1	13.2	1.8	0.2
Laflquist-Dawson	985	0	-	-	-	-	-	-
Total Added Service Area	3542	144.8	448,700	1,121,750	655.3	718.9	97.4	11.2
A-3 - excluding Home and Meissner areas	1595	0	223,300	558,250	326.1	357.8	48.4	5.6
A-4 - excluding Condon area	1170	0	163,800	409,500	239.2	262.4	35.5	4.1
A-5	70	0	9,800	24,500	14.3	15.7	2.1	0.2
A-6	111	0	15,540	38,850	22.7	24.9	3.4	0.4
Willow Springs Mobile Home Park	500	0	70,000	175,000	102.2	112.2	15.2	1.8
Total Existing Service Area	3446	0	483,440	1,206,100	704.5	773.0	104.7	12.1
Total - Proposed Agreement	6988	144.8	931,140	2,327,850	1359.8	1491.9	202.0	23.3
Town of Lisbon Sanitary District No. 1	1911	0	270,000	680,000	394.1	433.0	59.1	7.4
Total - Town of Lisbon	8899	144.8	1,201,140	3,007,850	1753.9	1924.9	261.1	30.7

EXHIBIT

G

INTER-MUNICIPAL AGREEMENT FOR SNOWPLOWING AND ICE CONTROL SERVICES

This Inter-Municipal Agreement (“Agreement”) is entered into this 12th day of December, 2016 between the Town of Lisbon (“Town”) and the Village Merton (“Village”), pursuant to Wisconsin Statute 66.0301.

RECITALS

WHEREAS, the Town is a municipal corporation formed under the laws of the State of Wisconsin and located in Waukesha County in the State of Wisconsin; and

WHEREAS, the Village is a municipal corporation formed under the laws of the State of Wisconsin and is located in Waukesha County in the State of Wisconsin; and

WHEREAS, the Village is interested in having the Town provide salting and snow plowing services for local, public streets in the Village over which it has jurisdiction; and

WHEREAS, subject to the provisions of this Agreement, the Town is willing to provide the services the Village seeks.

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements that follow, the Town and the Village hereby agree as follows:

1. Obligations of the Village.

- a. The Village shall pay all invoices issued by the Town for services provided under the terms of this Agreement within thirty days of the date of the invoice. If payment is not received by the Town within 30 days of the date of the invoice, interest charges shall be incurred at a rate of ten percent (10%) per annum on any outstanding balance due.
- b. The Village will provide the Town of Lisbon a certificate of insurance for all applicable insurance policies.

2. Obligations of the Town.

- a. The Town shall salt and plow the local public streets under the jurisdiction of the Village according to the same schedule and in the same manner as it currently provides for local public streets under the jurisdiction of the Town.
- b. All aspects of the services the Town provides under this Agreement, including but not limited to, frequency, timing, staffing, level of service and equipment used, shall be at the discretion of the Town, so long as the services provided are on the same schedule and at the same level of service as those provided by the Town for local public streets under its jurisdiction.
- c. The Town shall invoice the Village for the cost of the services provided under this Agreement in accordance with the following schedule:

Labor: \$67.63 per hour per person

Fuel: Gross cost per gallon plus 5%

Salt: Actual cost per ton plus 15% for storage

Equipment: Annual vehicle charge of \$50,400 due November 1 of each year.

Labor and equipment charges shall increase annually at the same percentage increase in the Consumer Price Index for Wisconsin, but in no case less than 2%. The annual increase shall be a compounding percentage rate increase year over year.

Salt handling shall be billed as a proportion of the total cost of handling salt that is attributable to the Village based upon total salt tonnage. (For 2011-2012, the Town 2,400 ton, the Village 450 ton, yielding a proportion of $450/2,850 = 15.7\%$ of cost attributed to the Village).

- d. The Town shall invoice the Village for six annual lump sum payments of \$10,000, equaling a total of \$60,000, to be used for a new salt storage facility in the Town. Payments will be due to the Town by November 1 of each year beginning in 2017 and ending in 2022.

In the event the Town does not construct a salt storage facility within the life of this contract, any of the six lump sum payments of \$10,000, equaling \$60,000, shall be returned in full to the Village.

- e. Hauling of snow from downtown can be provided upon request from the Village and will be billed at \$60.00 per hour per person for labor.

Equipment:	Loader	\$85.00 per hour
	Skid steer Loader	\$45.00 per hour
	1 Ton Dump Truck	\$45.00 per hour

3. **Term.** This Agreement is for a ten year period commencing November 1, 2016 and terminating April 30, 2026. The Agreement can be extended year to year by written consent of the Village and Town.
4. **Default.** The failure of either party to perform any obligation under this Agreement shall be considered a default. If a default occurs, the defaulting party shall have 30 days from receipt of written notice of default to cure the default. Failure to cure the default may be grounds to terminate the Agreement for cause. The written Notice of Termination for cause under this Agreement shall be given to the respective Village and Town Clerk.
5. **Effective Date.** This Agreement shall become effective on the date it is approved by the Village Board and Town Board, whichever is later.

Village of Merton



Ronald Reinowski, President

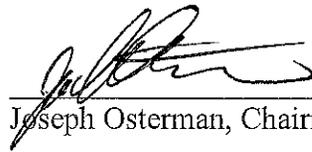
Date: 12/27/16



Tom Nelson, Clerk

Date: 12-27-16

Town of Lisbon



Joseph Osterman, Chairman

Date: 1/9/2017



Matthew Janecke, Administrator/Clerk

Date: 1/9/17

EXHIBIT

H

**INTERMUNICIPAL AGREEMENT BETWEEN
THE TOWN OF LISBON AND THE VILLAGE OF MERTON TO UTILIZE THE TOWN OF LISBON COMPOST
SITE ON LANDS OWNED BY PAYNE & DOLAN.**

This agreement entered into this 18th day of October, 2018, by and between the Town of Lisbon, hereinafter referred to as "Lisbon", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the Village of Merton, hereinafter referred to as "Village", a municipal corporation organized and existing under the laws of the State of Wisconsin, and.

WHEREAS, Lisbon operates a compost site on Plainview Road about one half mile west of Hillside Road, and

WHEREAS, the Village of Merton would like to provide compost site services to their residents in the most efficient manner and at the lowest costs possible, and

WHEREAS, Lisbon has agreed that a compost site for joint use reduces costs for all partners.

NOW, THEREFORE, Pursuant to §66.0301 of the Wisconsin Statutes and upon the mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

1. COMPOST SITE SERVICES.

- a. **Service Area.** Lisbon shall provide composting services at the Town's compost site on Plainview Road to Village residents subject to approval by the property owner and with the restrictions as shown in this agreement.
- b. **Hours and Dates.** The compost site shall be open from the first Saturday in April to the Saturday after Thanksgiving, weather permitting. Village residents may use the compost site from the hours of 4:00 pm to 8:00pm on Mondays and 9:00 am to 4:00 pm on Saturdays. Normal holidays or emergency situations may preclude access, but the Village should be notified by Lisbon in advance of such day or hour restrictions.
- c. **Use of Site.** Contract Community residents shall be entitled to drop off yard waste and brush and pick-up compost and wood chips from the compost site in the same manner as Lisbon residents, subject to changes as adopted by the Town Board. Said changes shall apply both to Lisbon and Village residents. Further Village residents are subject to any other restrictions as provided in this agreement.
- d. **Pass.** Village residents must purchase a pass from the Village and upon request, make said pass available to the Lisbon staff. Village residents may be asked to verify the pass authenticity with a driver's license to check the address. The pass allows user access to the site until close of the compost site for that year.

2. VILLAGE REQUIREMENTS.

- a. **Payment.** In return for offering above mentioned service the Village agrees to pay an amount per hour per employee as shown in Exhibit A for the wages of Lisbon employees operating the compost site during hours of service as listed in 1.b. Said compensation shall not exceed the amount shown on Exhibit A for 2019 and 2020. The Village shall make monthly payments within thirty (30) days of receipt of invoice from Lisbon and if not paid by the due date are subject to interest penalty not to exceed one percent per month or if not paid within sixty (60) days Lisbon can terminate the contract.

- b. **Pass.** The Village shall also create a pass that includes a name and address for any Village users of the compost site. The Village agrees to pay Lisbon \$20 for each pass in 2019 and 2020. The Village shall make payment by the fifteenth of each month for any pass issued the previous month. With payment the Village shall include a list of pass purchasers.
- c. **Renting Fee.** The Village shall pay Payne and Dolan directly by April 9 for the \$1000 annual renter's fee owed for use of the facility for the season. If not paid the agreement is null and void. This payment shall be non-refundable. The Village shall provide Lisbon a copy of the payment to Payne and Dolan.

3. LISBON REQUIREMENTS.

- a. **Compost Site.** Lisbon shall provide service to Village residents enabling the disposal of yard wastes and brush and pick up of compost and wood chips from the Lisbon operated compost site. Yard wastes are defined as lawn clippings and leaves. Brush is defined as twigs and branches from trees and bushes less than five (5) inches in diameter. Tree stumps are not allowed to be deposited at the compost site.

4. TERMS OF AGREEMENT.

- a. **Effective date.** This Agreement shall be effective upon its execution by Lisbon and the Village.
- b. **Term of Contract.** This Agreement shall continue in effect from the date of execution through December 31, 2020. However, if Payne and Dolan shall ask the Town to cease operations and vacate the land, this Agreement shall terminate as of the date operations cease.
- c. **Severability.** If any clause, provision, or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Agreement.
- d. **Binding Agreement.** This Agreement is binding upon the parties hereto and their respective successors and assigns.

Dated this 16th day of November, 2018.

Town of Lisbon

By:

Joseph Osterman, Chairman

Date:

11-15-18

Attest:

Dan Green, Clerk



Village of Merton

By:

Ron Reinowski, President

Date:

10-18-18

Attest:

Tom Nelson, Clerk/Treasurer/Administrator



Payne and Dolan hereby acknowledges they have read and agreed to the terms of this Agreement.

Dated this 16th day of November, 2018

Name, Title

CLINT WENINGER, LAND RESOURCE MANAGER

EXHIBIT A

POSITION	WORKERS	GROSS WAGES	PROPOSED 2% INCREASE	TOTAL GROSS WAGES	FICA 7.65%	TOTAL ANNUAL WAGES & TAXES
Compost Site Workers						
<i>34 Saturdays @ 8 hrs/day</i>	3 workers	8,601	172	8,773	671	9,444
<i>31 Mondays @ 4 hrs/day</i>	3 workers	3,921	78	3,999	306	4,305
<i>Optional 4th Worker for Fall</i>	1 worker	1,518	30	1,548	118	1,666
	TOTAL COMPOST SITE	14,039	281	14,320	1,095	15,415
2018 Hourly Wage	\$ 10.54					
	Proposed 2% Increase					
2019 Hourly Wage	\$ 10.75					
	Proposed 2% Increase					
2020 Hourly Wage	\$ 10.97					
TOTAL WAGES DIVIDED BY 3 MUNICIPALITIES				TOTAL REVENUES FOR BUDGET SHEET		
T/Lisbon	\$ 5,138			Passes		Passes & Wages
T/Meron	\$ 5,138		T/Meron	\$ 8,960	\$	14,098
V/Merton	\$ 5,138		V/Merton	\$ 4,160	\$	9,298