



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

Wednesday, January 26, 2022

Wisconsin Department of Administration
Office of the Secretary
101 E Wilson Street, 10th Floor
Madison, WI 53703

RECEIVED

January 26, 2022

Municipal Boundary Review
Wisconsin Dept. of Admin.

Dear DOA Secretary Joel Brennan

The following Submittal is for a Cooperative Plan between the Town of Lisbon and Village of Sussex pursuant to Wis. Stats, 66.0307 (4)(f), for your review.

If you have any questions regarding this matter, please feel free to contact Attorney Stanley Riffle at 262-548-1340 or sriffle@ammr.net.

Sincerely,

Kathy Nickolaus
Lisbon Administrator
Waukesha County

Jeremy Smith
Sussex Administrator
Waukesha County

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

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

RECITALS

WHEREAS, Sussex has existed and operated as a Village under the provisions of Chapter 61, Wis. Stats., at all times material hereto; and,

WHEREAS, Lisbon has existed and operated as a Town under the provisions of Chapter 60, Wis. Stats., at all times material hereto; and,

WHEREAS, the Town and the Village (herein collectively the "Parties"), in accordance with the provisions of Sec. 66.0225, Wis. Stats., entered a "Boundary Stipulation and Intergovernmental Cooperation Agreement" on January 22, 2001 (herein the "2001 IGA" attached hereto as Exhibit A); and,

WHEREAS, pursuant to the provisions of Sec. 66.0225, Wis. Stats., the 2001 IGA was submitted to the Circuit Court of Waukesha County (Case No. 99-CV-2407) and the Court, upon the request of the Parties, entered a Judgment on March 12, 2001, approving the 2001 IGA and incorporating the terms of the 2001 IGA into the Court's Judgment (herein the "Judgment"); and,

WHEREAS, the Parties terminated the 2001 IGA and petitioned the Court for entry of an Order satisfying the Judgment; and,

WHEREAS, the Parties entered into a new Boundary Agreement and Intermunicipal Agreement in accordance with the provisions of Sec. 66.0301, Wis. Stats., on September 8, 2020, which superseded the 2001 IGA (herein the "2020 IGA" attached hereto as Exhibit B); and,

WHEREAS, the Parties also previously entered into agreements related to the extension of utility services by the Village to the Town and Town of Lisbon Sanitary District No. 1 (herein the "Utility Agreements"), which agreements were superseded by the 2020 IGA; and,

WHEREAS, Sussex and Lisbon desire to enter into this Plan for the purpose of, among other things:

- 1) setting and adjusting the boundary line between Sussex and Lisbon as their common boundary line
- 2) guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the Plan consistent with the Comprehensive Plan of each participating municipality,
- 3) establishing provisions related to the extension of additional sewer and water utility service from Sussex to Lisbon and
- 4) increasing governmental efficiency and to eliminate duplicative or unnecessary expenditures; and,

WHEREAS, Sussex and Lisbon are of the opinion that intergovernmental cooperation and joint planning, as set forth in the following Plan, will provide for the best use of land and natural resources and high quality and efficient services for residents of both Sussex and Lisbon; and,

WHEREAS, Sussex and Lisbon, by adoption and submittal of this Plan, intend to secure their respective abilities to address future growth and development within their respective jurisdictions, and to provide for an orderly growth of lands located in both Sussex and Lisbon.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the receipt and sufficiency of which is mutually acknowledged, Sussex and Lisbon hereby agree as follows:

SECTION 1: Participating Municipalities.

The common boundaries as of the effective date of this Plan are shown on the map appended hereto as Exhibit C. The current legal descriptions of each municipality are appended hereto as Exhibits D and E, respectively. Sussex and Lisbon hereby enter into this Plan for the territories set forth above under the authority of Sec. 66.0307, Wis. Stats.

SECTION 2: Contact Persons.

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

For Sussex: Village Administrator, Jeremy Smith
N64W23760 Main Street
Sussex, WI 53089
262-246-5200
jsmith@villagesussex.org

For Lisbon: Town Administrator, Kathy Nickolaus
W234 N8676 Woodside Road
Lisbon, WI 53089
262-246-6100
knickolaus@townoflisbonwi.com

SECTION 3: Purposes.

The 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 participating municipality's Comprehensive Plan. The parties have further identified the following specific purposes of this Plan:

- a. to establish the boundary line between Sussex and Lisbon, thereby providing continuity in planning for community. The commitment by both Sussex and Lisbon to establish the border between the municipalities creates an environment of cooperation and is consistent with effective and efficient planning and development of land located within each municipality. An agreed-to border will allow both Sussex and Lisbon to avoid future disputes, engage in land use planning, effectively negotiate with real estate developers and properly plan for infrastructure, capital expenditures, and the delivery of necessary municipal services.
- b. to assure orderly development by affixing the boundary line between Sussex and Lisbon, thereby
 - 1) creating more regular boundary lines,
 - 2) preventing a noncompact area as between Sussex and Lisbon,
 - 3) providing for more orderly provision of services and avoiding confusion in the delivery of services and
 - 4) circumventing a potential for hodgepodge development in either municipality.
- c. to continue and increase governmental efficiency through the continued sharing of existing services and the future sharing of services and capital equipment that are

currently provided separately by Sussex and Lisbon and to eliminate duplicative or unnecessary expenditures.

- d. to designate “Village Gateway” areas located in the Town in entrance areas to the Village and Village planning and development guidelines in those areas for continuity in planning and development.

SECTION 4: Consistency with Comprehensive Plans.

This Cooperative Plan is consistent with each participating municipality's Comprehensive Plan. In particular, the following excerpts from the respective Comprehensive Plans illustrate this point.

Economic Benefits from Area Growth

The Consumer Demand and Retail/Service Development paragraph on Page 36 of Chapter 4 Economic Development of the Village of Sussex’s Comprehensive Plan states, “As Sussex, Lisbon, and western Menomonee Falls continue to grow, retailers can draw customers with the critical mass necessary to stay in business”.

Shared Services

Page 74 of Chapter 8 Intergovernmental Cooperation of the Village of Sussex’s Comprehensive Plan includes the goal, “Continue to work cooperatively with neighboring communities to explore opportunities for additional shared services that will enhance the quality of municipal services in the most cost-effective manner”.

Page 9-3 of Chapter 9 Implementation and Intergovernmental Cooperation of the Town of Lisbon’s Comprehensive Plan includes the implementation recommendation, “Municipalities should be encouraged to work on a county-wide basis to plan for the future placement and current use of emergency service facilities to optimize emergency response times and to eliminate overlap of service areas”.

The Police paragraph on Page 75 of Chapter 8 Intergovernmental Cooperation of the Village of Sussex’s Comprehensive Plan states, “The village contracts with Waukesha County for Police Protection, houses the regional Public Safety Building for officers of the Village of Merton, Town of Lisbon, and Waukesha County Northeast Sector Officers and Detectives. The Village also

processes administrative police tickets for five communities out of the Sussex Public Safety Building”

The Fire paragraph on Page 75 of Chapter 8 Intergovernmental Cooperation of the Village of Sussex’s Comprehensive Plan states, “The Village contracts with the City of Waukesha for Technical Rescue operations and was a leader in the Waukesha Joint Dispatch. The Village is participating in the regional study of fire services and is interested in seeing more shared service opportunities in this service area”

Page 9-4 of Chapter 9 Implementation and Intergovernmental Cooperation of the Town of Lisbon’s Comprehensive Plan includes the implementation recommendation, “Since watershed boundaries rarely follow municipal boundaries, municipalities and Waukesha County should work to develop storm water system plans based on watershed areas”.

The Stormwater Management paragraph on Page 42 of Chapter 5 Utilities and Community Facilities of the Village of Sussex’s Comprehensive Plan states, “A stormwater management plan was completed in 1997 to address flooding, drainage, and quality of storm water discharge for the Villages of Sussex, Lannon, Menomonee Falls, and the Town of Lisbon. The plan was updated in 2011 and accounts for development through the 2020 Land Use Plan. Additional updates will be needed to the plan as growth progresses in the community”.

The Utilities paragraph on Page 75 of Chapter 8 Intergovernmental Cooperation of the Village of Sussex’s Comprehensive Plan states, “The Village runs a regional wastewater treatment plant serving Menomonee Falls, Lannon, Lisbon, and Sussex.” In addition, “The Village also provides water service to the School District and some Lisbon residents supporting a regional approach to service provisions.”

The Sanitary Sewer paragraph on Page 42 of Chapter 5 Utilities and Community Facilities of the Village of Sussex’s Comprehensive Plan states, “Exhibit 5-2 displays the Village’s sanitary sewer system. The system serves the Village of Sussex, the Village of Lannon, a portion of the Town of Lisbon, and a portion of the Village of Menomonee Falls. Exhibit 5-3 shows the service area map”. The interconnectedness of the communities (e.g., the establishment of the updated design standards for “gateway” areas of mutual interest to both communities), the acknowledgment of the economic benefits of growth in both communities, the sharing of services and the consideration of future shared services, and confirmation of the common boundary between the municipalities creates an environment of cooperation and shared decision making, and is consistent with effective and efficient planning, development and redevelopment of lands located within both municipalities.

SECTION 5: Proposed Boundary Changes.

Pursuant to Wis. Stats. §66.0307(2), the Parties wish to determine the boundary lines between themselves under this Cooperative Plan. Therefore, upon approval of this Plan by the department, the boundaries shall be adjusted to detach those lands depicted in Exhibit F from the Town and attach those lands to the Village, and detach those lands depicted in Exhibit G from the Village and attach those lands to the Town. Tax Parcel LSBT 0256995 shall not be detached from the Town and attached to the Village until title to that parcel is transferred to another party or December 31, 2031, whichever is earlier. The ultimate resulting common boundary line thereafter is depicted on Exhibit H. The resulting legal description of the Village is set forth in Exhibit I. The resulting legal description of the Town is set forth in Exhibit J.

SECTION 6: Conditions that Must be Met Before a Boundary Change May Occur.

There are no conditions precedent to the boundary changes effectuated by this Cooperative Boundary Plan. The boundary changes shall occur immediately upon approval of this Plan.

SECTION 7: Period During Which a Boundary Change Shall or May Occur.

Except as otherwise provided in Exhibit F, the Boundary Changes shall occur immediately upon approval of this Plan. The intent of the Parties is that the resultant boundaries shall remain in perpetuity notwithstanding the term hereof.

SECTION 8: The Location of Boundaries Meets the Approval Criteria under Sec. 66.0307(5) (c) 5 Wis. Stats.

As is evident from review of Exhibit H, the boundary changes made under this Plan creates a more compact and homogenous boundary between the municipalities. There are dozens of parcels currently within the Town that create jagged and uneven boundary lines or are islands within Sussex; these irregularities and islands are eliminated by this Plan. The shape of the boundary after the boundary change is not the result of arbitrariness and reflects due consideration for compactness of area and was the result of careful consideration of the quantity of land affected, the natural terrain including general topography, major watersheds, soil conditions and natural features.

SECTION 9: Highways Within the Territory Covered by the Plan.

The jurisdiction on highways currently is depicted on Exhibit C (all roads within the boundaries of Sussex or Lisbon are under their respective jurisdiction of each). The following jurisdictional transfer of roads will occur under this Cooperative Boundary Plan and are depicted on Exhibit K:

- A portion right of way adjacent to tax parcel LSBT0248983002 in Sussex transferred to Lisbon.
- Plainview Road both sides of Plainview road shall be in Lisbon. On the south side of Plainview where the parcel jurisdiction is Sussex, pedestrian walkways may be installed and maintained at no cost to Lisbon.
- Maple Avenue- both sides of Maple Avenue shall be in Sussex. Where parcel jurisdiction is Lisbon no pedestrian walkways may be installed. There will be no road assessment to the parcels in Lisbon without approval of the Town Board.
- The entirety of Northview Drive transferred to Lisbon.
- HWY K- Lisbon right of way except right of way from eastern property line of Tax Parcel SUXV0277997001 (Sussex IM), approximately 392 feet east of the centerline of Swan Road through the western property line of Brown Farm approximately 427 feet west of centerline of McKerrow Road transferred to Sussex.
- Richmond Road- Lisbon right of way, except from western property line of Tax Parcel LSBT0256996 (approximately 1,034 feet east of Hill Dr.) east to STH 164 transferred to Sussex.
- Maryhill Road-both sides of Maryhill Road shall be in Lisbon. On the east side of Maryhill where the parcel jurisdiction is Sussex, pedestrian walkways may be installed and maintained at no cost to Lisbon.
- STH 164- Sussex right of way from northern edge of Union Pacific right of way south to approximately 2,257 feet south of CTH K.
- Waukesha Avenue/CTH F- Sussex right of way from Main Street South to northern edge of Mitchell Lane the rest transferred to Lisbon.
- Main Street/CTH F- Centerline from western edge of Tax Parcel LSBT0241999 for approximately 1,380 feet transferred to Sussex.
- Good Hope Road- Sussex right of way from approximately 191 feet west of Stonefield Drive, east to approximately 913 feet east of Woodland Creek Drive the rest Lisbon.
- Silver Spring/ Road/CTH VV- Lisbon right of way from centerline of Maryhill Road east to western edge of Tax Parcel LSBT0225998004 (Approximately 2,635 feet) shall be Lisbon. Right of way east from said point to western edge of Tax Parcel LSBT0242993 and from centerline east from said point to eastern edge of Tax Parcel SUXV0242017 shall be Sussex. Right of way to western edge of Tax Parcel SUXV0244993001 shall be Lisbon. Right of way to eastern edge of Tax Parcel SUXV0244993001 and centerline east to centerline of CTH V shall be Sussex.
- Union Pacific Railroad- Right of Way from CTH V to eastern edge of Sussex, approximately 1,392 feet west of centerline of CTH V shall be Lisbon. Right of Way from said point west to western edge of Tax Parcel LSBT0225998004 shall be Sussex. All additional right of way from said point west shall be Lisbon.

- Canadian National Railroad- Centerline of Plainview Road south to southern edge of Tax Parcel SUXV0248979 shall be Sussex. From said point south shall be Lisbon.

Notwithstanding jurisdictional transfers and boundary changes, the Village shall be permitted to maintain, update or replace the “Welcome to Sussex” sign in its current location at CTH F and CTH K.

SECTION 10: Services to be Provided to the Territory Covered by the Plan.

Currently Sussex provides sanitary sewer and water utility services pursuant to the “Agreement for the Conveyance of Wastewater” and the “Agreement for the Provision of Water Service” attached hereto as Exhibits L and M respectively and incorporated into this Cooperative Boundary Plan by reference. Sussex shall allow sewer utility extension to those additional areas of Lisbon under the terms of the current agreement to the additional areas of Lisbon depicted in Exhibit N, upon request. Sussex shall allow water utility extension to those additional areas of Lisbon under the terms of the current agreement to the additional areas of Lisbon depicted in Exhibit O, upon request.

SECTION 11: Schedule for Delivery of the Services – Compliance with Statutory Requirements.

The schedule for delivery sanitary sewer and water utility services shall be governed by the terms of the “Agreement for the Conveyance of Wastewater” and the “Agreement for the Provision of Water Service.” The delivery of necessary municipal services meets the approval criteria under Sec. 66.0307(5)(c)3, Wis. Stats. in that all of the terms and conditions related to these services are provided for in the “Agreement for the Conveyance of Wastewater” and the “Agreement for the Provision of Water Service.”

Currently, Lisbon delivers to its residents and property owners the following core municipal services:

Fire/EMS rescue service, Advanced Life Support, Fire Inspection
Police protection through the Waukesha Sheriff

Health and Sanitation: Weekly residential garbage and recycling services, annual tire and electronics recycling drop-off events

Public Works: Snow plowing and salting, road maintenance and repair, storm water, well water monitoring, brush collection, and hosting/maintenance of a regional compost site.

Parks, Recreation, and Forestry: 5 community parks, several neighborhood playgrounds, 5 community sports fields, miles of trails, community ice rink, community park rentals

Development Services: Comprehensive land use planning, community and development planning, engineering, erosion control and administration, building permits and inspection, conditional use permits, and code and zoning enforcement

Special events: Summer Community Festival, Winterfest, Easter Egg-stravaganza, Sussex-Lisbon National Night Out, 9/11 Memorial including community memorial program

Clerk Services: Licensing, elections, Tax Collection, Open Records, Record retention program, Federal/State paperwork compliance

Community Information and IT Services: Community information, online and broadcast Board and Committee meetings, Social Media, public wifi in Town buildings, newsletters, community notification system, website and online forms, electronic payment services

Constituent services: Sussex-Lisbon Historical Society & Museum, rental space used for small and large private events at the Lisbon Community Room

It is anticipated that Lisbon will continue to provide all these services to its residents and property owners at the same level and on the same schedule as it currently does. All approvals by any relevant governmental authority have been previously received (including parcel LSBT026995 until the parcel is transferred to Sussex).

Currently, Sussex delivers to its residents and property owners the following municipal services:

Fire/Paramedic services with Technical Rescue, Fire Inspection, and Prevention program

Police Protection through Waukesha Sheriff Contract

Parks, Recreation, Forestry, and Cemetery services including 2 Regional Parks, 12 neighborhood parks, miles of trails and paths, a Splash Pad, 18-hole disc golf course, and Summer Day Camp program

Special Events- The Village hosts over 25 annual special events, The regional 4th of July Fireworks show, Community Block Party, Cruise Night, Spooky Sussex, Traveling Beer Gardens, Touch-a-Truck, Egg Drop, Holiday Tree Lighting and other events drawing tens of thousands of participants per year.

Senior Services, Trips, and programs

Public Works Services- Plowing, Road and Sidewalk Maintenance, Leaf and Brush Collection, Yard Waste Site Operation

Health and Sanitation- Weekly Residential Recycling and Garbage services, Waste Oil, Tire, and special electronic recycling programs, animal control services

Utilities- Water, Sewer, and Stormwater utility operations and services. Sussex operates the regional Wastewater Treatment Plant serving Sussex, Menomonee Falls, Lannon, Lisbon Sanitary District, and Lisbon.

Development Services- Community Development Authority, Economic Development,

Planning, Building Inspection, Engineering, Code Enforcement.
Clerks Services- Licensing, Elections, Tax Collection, Open Records, Record Retention program, and Federal/State paperwork compliance
Community Information and IT Services- Community information, online and broadcast Board and Committee meetings, Social Media, public wifi in Village buildings, electronic message boards, newsletters, interactive public surveys and communication, website and online forms and registration programs, electronic payment services
Legal and Municipal Court Services
Library
Public Transportation partnerships with County for specialized and elderly transit.
Social Services and Special Partnerships- The Sussex Civic Campus houses Sussex Outreach Services (a non-profit), which provides social services, food pantry, counseling, and other services to those in need, The Chamber of Commerce, the Sussex Lisbon Historical Society Museum, the Waukesha County Senior Meal program, and the Village provides rental space used for small and large private events at the Civic Campus

The Village intends to continue these services and this agreement will strengthen the ability of Sussex to do so.

SECTION 12: Designation of Participating Municipalities Required to Ratify the Boundary Changes Ordinance.

The Village of Sussex and Town of Lisbon are the participating municipalities and shall effectuate the boundary changes and ratify this Cooperative Boundary Plan by Ordinance.

SECTION 13: The Cooperative Boundary Plan is Consistent with Current State and Federal Laws, the County Shoreland Zoning Ordinances, Municipal Regulations and Administrative Rules that Apply to the Territory Affected by the Plan.

This Cooperative Plan is fully consistent with current state and federal laws, county shoreland zoning ordinances, municipal regulations and administrative rules that apply to the territory affected by the Plan. There will be no changes to the current application of these laws and regulations other than application to the territory transferred from Lisbon to Sussex – these parcels shall be under Sussex Zoning and Land Division regulation, and the territory transferred from Sussex to Lisbon – these parcels shall be under Lisbon and County Zoning and Land Division regulation, all fully consistent with applicable law.

SECTION 14: Planning Period.

Lisbon and Sussex have for years have had conflict and serious disagreement over the issues being resolved through this Cooperative Boundary Plan, leading to serial and costly litigation and administrative proceedings. The Parties have worked over the past year to resolve these issues and desire that the planning period be in perpetuity. The Department, under Sec. 66.0307(5)(f) Wis. Stats may approve a planning period greater than 10 years; Lisbon and Sussex respectfully request that the Department do so in approving this Cooperative Boundary Plan

SECTION 15: Zoning and Land Use Planning.

Land Division Authority. Except as otherwise provided herein, Sussex, under this Cooperative Boundary Plan, shall waive extraterritorial plat approval rights otherwise afforded pursuant to the provisions of Sec. 236.10, Wis. Stats. This waiver extends to land divisions for which either plats or Certified Survey Maps are required pursuant to the provisions of Chapter 236, Wis. Stats., or any Ordinance enacted under the authority granted by Chapter 236, Wis. Stats.

Zoning Authority. Except as otherwise provided herein, Sussex, under this Cooperative Boundary Plan, shall waive the right to exercise extraterritorial zoning authority granted the Village pursuant to Sec. 62.23(7a), Wis. Stats. as such authority would extend to lands located within the permanent and fixed boundaries of Lisbon as described in this Plan. The Village also waives the right to extend the Village of Sussex Comprehensive Plan to those areas within the permanent fixed boundaries of Lisbon which authority is granted pursuant to the provisions of Sec. 66.23(2) or (3), Wis. Stats., as well as Sec. 59.69(1), Wis. Stats.

Village Gateways. There are four (4) "Village Gateway" areas that are, and will continue, to be located within Lisbon. The Village Gateway areas are depicted on Exhibit P. The Parties agree that the design standards set forth in Exhibit Q of this Agreement (the "Design Standards") shall, at all times, apply to all development and redevelopment within the Village Gateway areas for a period of twenty (20) years commencing upon the effective date of this Plan. Upon receipt of any development or redevelopment proposal within the Village Gateway area, the proposal shall first be submitted to the Lisbon Plan Commission for review and comment, and a determination as to whether the proposal complies with the Design Standards. The Plan Commission's determination, which shall be reduced to writing, shall be provided to Sussex for review and comment. Sussex shall review the determination for the purpose of determining whether the proposal complies with the Design Standards, and within thirty (30) days of the receipt of the

determination, notify the Lisbon Plan Commission of any reason or reasons that Sussex concludes the proposal does not meet some or all of the Design Standards. Sussex's failure to respond, in writing, within thirty (30) days of the receipt of the determination shall constitute a waiver of Sussex's rights hereunder.

In the event Sussex determines that the proposal fails to meet the Design Standards, the response of Sussex shall identify the deficiency in the proposal with specificity. The Lisbon Town Board shall review the Village's determination, and either adopt the Village's determination or otherwise meet with Sussex to reconcile any differences. If Lisbon does not adopt the Village's determination, or if the differences are not reconciled, then the issue of whether the proposal complies with the Design Standards shall be submitted to the Waukesha County Department of Parks and Planning, or a competent third-party to determine whether the proposal complies with the Design Standards, or alternatively, what modifications of the proposal are required in order to comply with the Design Standards. The decision of the Waukesha County Department of Parks and Planning, or the competent third-party, shall be binding and final upon both parties.

Pedestrian Path. Upon development of Tax Parcel LSBT0230999005, Lisbon shall require the extension of the current Village pedestrian path on Good Hope from Sussex sidewalk located adjacent to Tax Parcel SUXV0203001 through LSBT0230999005 development and down Wildwood Way to connect to Hillside Road for the benefit of both Parties.

STH 164 Access. Upon development of Tax Parcel LSBT0279991001 in the Village, Lisbon shall grant Sussex access rights from the point on STH 164 to the point generally depicted on the map attached hereto as Exhibit R.

SECTION 16: Lisbon Incorporation.

Sussex shall support the incorporation of Lisbon as an incorporated municipality which shall include the permanent and fixed boundaries of the Town as depicted on Exhibit H. Such support shall include, but not be limited to, communications by Sussex to the Department of Administration that Sussex supports any incorporation proceeding which incorporates the permanent and fixed boundaries of Lisbon as described herein.

SECTION 17: Dispute Resolution.

In the event a dispute arises that cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process:

- Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
- 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 Chairperson fails to appoint a mediator, by the American Arbitration Association.
- 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.
- If 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 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.
- The mediator shall 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 from any mediation session in any 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.
- The expense of a mediator, if any, shall be borne equally by the parties.

SECTION 18: Division of Assets and Liabilities.

Sussex and Lisbon agree that no adjustment relating to division of assets and liabilities are required.

SECTION 19: General Provisions.

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.

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, conditioned, or delayed.

Construction. This Plan shall be literally construed to accomplish the purpose as set forth in this Plan. 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.

Enforceability. The enforceability of this Plan will not be affected by statutory amendments, changes in the form of government of Lisbon or Sussex, or changes in elected officials. The parties agree that this Plan is binding on their respective successors, agents, and employees.

Non-Severability. It is agreed that the terms and provisions of this Agreement are interdependent, and if any material part of this Agreement is held by a court of competent jurisdiction to be invalid or ineffective, the parties shall have 90 days in which to negotiate in good faith through remedy the unlawful or unenforceable provision(s). If no agreement can be reached, then the entire Agreement shall be null and void.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties will have caused the execution of this Cooperative Boundary Plan by their duly authorized officers as of the date set forth below:

DATED THIS 25th DAY OF January, 2022

VILLAGE OF SUSSEX

By: 
Anthony LeDonne, President

Attest

By: 
Sam Liebert, Clerk

DATED THIS 24th DAY OF January, 2022

TOWN OF LISBON

By: 
Joseph Osterman, Chairman

Attest

By: 
Elisa M. Cappozzo, Clerk



WISCONSIN DEPARTMENT OF ADMINISTRATION

**REVIEW of the COOPERATIVE PLAN
under Section 66.0307 Wis. Stats.**

between the

**VILLAGE OF SUSSEX and TOWN OF LISBON
Waukesha County**

April 26, 2022

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STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary - designee
Dawn Vick, Division Administrator

This determination constitutes the Department's review of the proposed cooperative plan between the Village of Sussex and Town of Lisbon under s. 66.0307 Wis. Stats. The Department is charged with reviewing cooperative plans for compliance with public interest standards set forth in s. 66.0307(5)(c) Wis. Stats.

In summary, it is the DETERMINATION OF THE DEPARTMENT OF ADMINISTRATION that when considering the proposed cooperative plan under Section 66.0307(5), Wis. Stats.:

Standard 1, Content of Cooperative Plan Sufficiently Detailed – Met

Standard 2, Cooperative Plan Consistent with Comprehensive Plans and State and Local Laws and Regulations – Met

Standard 3, Adequate Provision for Municipal Services – Met

Standard 4, Provision for Affordable Housing – [Repealed & Inapplicable]

Standard 5, Compactness of Plan Territory – Met

Standard 6, Planning Period is Consistent with Cooperative Plan – Met

The facts and analysis supporting these findings are discussed in the body of this determination. The Determination of the Department of Administration is as follows:

Pursuant to s. 66.0307(5)(d), Wis. Stats., the Department of Administration hereby determines that the proposed cooperative plan is APPROVED.

Amendments or revisions to the plan can only occur with the approval of the communities, and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the provisions of s. 66.0307(8), Wis. Stats.

Dated this 26th day of April 2022.

Dawn Vick
Administrator, Division of Intergovernmental Relations

NOTICE OF RIGHT TO APPEAL

This Notice sets forth the requirements and procedures for obtaining review for those persons who wish to obtain judicial review of the attached decision of the Department. Per s. 66.0307(9), Wis. Stats., decisions of the Department are subject to judicial review under s. 227.52. Per s. 227.53 any person aggrieved by a decision of the Department is entitled to review in circuit court. Per s.227.53 (1) (a) 1., proceedings for review are instituted by serving a petition therefor upon the agency, either personally or by certified mail, and by filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Per s. 227.53 (1) (a) 2m., an appeal must be filed and served within 30 days after mailing of the decision by the agency. Per s. 227.53 (1) (b), the petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified. Any petition for judicial review shall name the Department of Administration as the Respondent. Petitions for review should be served on the Department's Secretary, Kathy Blumenfeld. The address for service is:

c/o DOA, Municipal Boundary Review
101 East Wilson Street, 9th Floor
PO Box 1645
Madison, WI 53701

Persons desiring to file for judicial review are advised to closely examine all provisions of ss. 227.52, 227.53 and 227.57 Wis. Stats. to ensure strict compliance with all requirements. The summary of appeal rights in this notice shall not be relied upon as a substitute for the careful review of all applicable statutes, nor shall it be relied upon as a substitute for obtaining the assistance of legal counsel.

Executive Summary

In accordance with s. 66.0307(5) Wis. Stats., the Wisconsin Department of Administration (Department) approves the *Intergovernmental Cooperative Plan Between the Village of Sussex and the Town of Lisbon* (Cooperative Plan).

In developing this Cooperative Plan, the Village of Sussex and Town of Lisbon (Communities) successfully overcome many years of disagreement and costly litigation. The purposes of this Cooperative Plan are:

- Updates and replaces the Communities' previous intergovernmental agreements entered into in 2001 (Boundary Stipulation Agreement) and 2020 (2020 Intergovernmental Agreement);
- Expands Village sewer and water service to some Town areas;
- Adjusts municipal boundary lines between the Communities so as to eliminate jagged and irregular sections of their shared boundaries;
- Designates 'Village Gateways', and through agreed-upon planning and development guidelines, work to improve these important entrances into Sussex;
- Avoids future disputes, improves service efficiency, cooperates with land use planning, and avoids sprawl development, among other purposes.

Public Hearing, Resolutions, Referenda and other Procedural Matters

Before a cooperative plan is submitted to the Department, several procedural steps must occur. These are:

- Joint initiating resolutions passed by each participating municipality authorizing its governing body to work to negotiate and develop the plan;
- A joint public hearing to receive comments from the public and other governmental bodies; and
- Resolutions adopted by each municipality to approve a final version of the cooperative plan and forward it to the Department for review.

The following procedural steps may occur:

- An advisory referendum; and
- A public hearing held by the Department.

Authorizing resolutions were passed by the Village on June 25, 2019 and by the Town on September 14th, 2020 and are provided in Exhibits D and E of the Cooperative Plan. As required by s. 66.0307(4)(a) Wis. Stats., these resolutions were distributed to the neighboring municipalities and other area jurisdictions.

A joint public hearing for the Cooperative Plan was held on November 30, 2021 by both Village and Town as required by s. 66.0307(4)(b) Wis. Stats. A transcript of this hearing is provided in Exhibit T. Many Town residents voiced strong opposition to the Cooperative Plan. They reside in territory which is proposed to immediately transfer to the Village of Sussex. These residents pointed out the significant financial hardship associated with being required to connect to Sussex's sewer and water system. Many have private wells and sanitary systems which yield high quality water and remain in good condition, meeting Department of Natural Resources and Waukesha County code requirements. Being forced to connect to Sussex's sewer and water system may mean these residents will need to pay tens of thousands of dollars in assessments and closure of their private systems for services they do not want or need.

Following the joint public hearing, the Town and Village did not make any changes to the Cooperative Plan, and instead adopted resolutions approving the Cooperative Plan on January 24 and 25, 2022 respectively, provided in Exhibits V and W. The Communities then forwarded the Cooperative Plan to the Department for its statutory review on January 26, 2022.

No area residents requested that an advisory referendum on the Cooperative Plan be held.

A resident did request the Department to hold a public hearing on the Cooperative Plan under s. 66.0307(5)(b), Wis. Stats. The Department held this requested public hearing on March 17, 2022 at the Richard Jung Fire Station in Lisbon. Department staff received testimony from the Communities on how the Cooperative Plan meets each of the Departments statutory review standards. Testimony from many residents reiterated the issues they had previously made that being forced to connect immediately to Sussex sewer and water services represents significant financial hardship with costs potentially reaching tens of thousands of dollars.

The decision to immediately transfer territory and residents to Sussex was made by Sussex and Lisbon as part of their negotiation of this Cooperative Plan. While this is a local decision which falls outside of the Department's statutory review standards in s. 66.0307(5)(c), Wis. Stats., the Department has approved Cooperative Plans that have delayed transfer of territory and residents for a decade or longer to give residents and landowners time to plan and adjust. In fact, Sussex and Lisbon did give one resident almost 10 years in which to remain in the Town before transferring. Because the underlying decision to adjust territory between communities is a local decision, and outside of the Department's statutory review standards, the residents who are negatively impacted by this Cooperative Plan may wish to investigate the availability of avenues of relief outside of judicial review (Wis. Stat. 227.52).

Statutory Review Standards

A cooperative plan shall be approved by the Department if the Department determines that each of the review criteria in s. 66.0307(5)(c), Wis. Stats., are met. The following paragraphs describe how the Cooperative Plan relates to these review criteria. It is important to understand that this review document is not a complete restatement of the Plan. Those wanting to learn specific details, provisions, nuances, and conditions should look to the text of the Cooperative Plan itself, which is available from the communities as well as on the Department of Administration's website at <http://doa.wi.gov/municipalboundaryreview>.

(1) The content of the plan under sub. s. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subs. 2 to 5m. s. 66.0307(5)(c)1, Wis. Stats.

The following are the fundamental components of this Cooperative Plan:

- Term – the Cooperative Plan takes effect upon Department approval and the boundaries resulting between the Communities are to remain in effect for perpetuity.
- Transfer of Territory – immediately following approval by the Department, certain designated territory shown in Exhibits F and G of the Cooperative Plan transfer from Lisbon to Sussex, and from Sussex to Lisbon. As mentioned, one parcel transfers to the Village if title is sold or upon December 31, 2031, whichever occurs earlier.
- Village Sewer & Water Service – the Village agrees to extend its sewer and water service to certain designated areas of Lisbon, as shown by the map in Exhibit N.
- Jurisdictional Transfer of Roads – the Cooperative Plan identifies numerous roadways and railways which will be jurisdictionally transferred between Lisbon and Sussex.
- Waiver of Extraterritorial Authority – Sussex agrees to forever waive its extraterritorial plat approval and zoning authority within Lisbon.
- Village Gateways – the Cooperative Plan identifies four *Village Gateway* areas that are, and will continue to be, located within Lisbon. The Communities agree that all development within these Gateways will be subject to agreed upon design standards for a period of 20 years.
- Incorporation – Sussex agrees to support future efforts by Lisbon to incorporate as a city or village.

- Dispute Resolution - the Cooperative Plan establishes a dispute resolution process.

The above information, along with other information included in the Cooperative Plan, provides sufficient detail to enable the Department to find that the standards in s. 66.0307(3)(c)1. Wis. Stats. are met.

(2) Is the cooperative plan consistent with each participating municipality's comprehensive plan and with current state laws, municipal ordinances and rules that apply to the territory affected by the plan? s. 66.0307(5)(c)2 Wis. Stats.

Sussex and Lisbon each have an adopted comprehensive plan. Consistency of the Cooperative Plan with Sussex's comprehensive plan is shown via the following plan provisions:

- Shared services – Sussex should continue to work cooperatively with neighboring communities such as Lisbon to explore opportunities for additional shared services to improve the quality of services and their cost-effectiveness.
- Police protection – a current area of successful intergovernmental cooperation identified is police protection, where Sussex houses the Sussex Public Safety Building for Waukesha County to serve Sussex, Village of Merton, and Town of Lisbon. From this building Sussex also processes administrative police tickets for five local communities, including Lisbon.
- Fire protection – Sussex should continue to participate with its municipal neighbors in the current regional study of fire service sharing opportunities.
- Stormwater management – Sussex should work with neighboring municipalities and Waukesha County to develop stormwater management plans based on watershed areas, because stormwater is an issue that crosses many different municipal and jurisdictional boundaries. Sussex did help develop a multi-jurisdictional stormwater management plan in 1997 with Lannon, Menomonee Falls, and Lisbon. This plan was updated in 2011 and will need additional updates in the future.
- Economic development – as Sussex, Lisbon, and Menomonee Falls continue to grow, cooperating economically can result in synergy within the region to enable retailers and businesses to be more successful.
- Sewer and water service – Sussex's regional wastewater treatment plant serves not only Sussex but also parts of Menomonee Falls, Lannon, a school district,

and Lisbon, which the comprehensive plan states is a successful example of intergovernmental cooperation between the communities.

Consistency of the Cooperative Plan with Lisbon's comprehensive plan is shown via the following aspects:

- Stormwater management – Lisbon should work with neighboring municipalities and Waukesha County to develop stormwater management systems based on watershed areas which by their nature cross over municipal boundary lines.
- Emergency services - Lisbon should work with other municipalities on a county-wide basis to develop emergency services and facilities to maximize response time and eliminate inefficiencies.

The Cooperative Plan states that it is fully consistent with current state and federal laws, county shoreland zoning ordinances, municipal regulations and administrative rules that apply to the territory affected by the Plan.

In its comment letter the Waukesha County Department of Parks and Land Use indicates support for the Cooperative Plan, stating that the proposed boundary changes appear compact and logical and that the Plan builds on the Communities' prior intergovernmental agreements.

For the foregoing reasons, the Department finds that the Cooperative Plan is consistent with each community's comprehensive plan and with all current state laws, municipal regulations and administrative rules and that the standard in s. 66.0307(5)(c)(2) Wis. Stats. is therefore met.

(3) Adequate provision is made in the cooperative plan for the delivery of necessary municipal services to the territory covered by the plan. s. 66.0307(5)(c)(3), Wis. Stats.

In general, the Cooperative Plan does not impact how services are provided. In general, each community will continue to provide the same type and level of services to its residents as it currently provides. The Cooperative Plan lists the type and level of services that each community currently provides to its residents.

However, Cooperative Plan provisions may make changes to transportation and sewer and water services.

Regarding transportation, the Plan identifies numerous roadways and railways which Lisbon and Sussex agree to transfer jurisdictionally between the Communities, with some streets and roads transferring to Lisbon and some to Lisbon. The Plan also

addresses the costs of improvements associated with these transferred roadways, such as sidewalks.

Regarding sewer service, currently Lisbon cooperates with Sussex to enable Lisbon Sanitary District No. 1 to provide sewer service to some Town areas via past intergovernmental agreements between the Communities developed in 1992 and 2001. As part of this Cooperative Plan sewer service will be expanded to other Town areas. The Communities developed an intergovernmental agreement - *Agreement for the Conveyance of Wastewater (2020)* – which is incorporated into the Cooperative Plan as Exhibit L to address specific sewer service details. The Communities anticipate that the agreement at Exhibit L will be signed and become effective upon approval of this Cooperative Plan.

Regarding water service, this Cooperative Plan will enable Lisbon to receive water service for the first time. The Communities developed an intergovernmental agreement - *Agreement for the Provision of Water Service (2020)* - which is incorporated into the Cooperative Plan as Exhibit M to address specific water service details. The Communities anticipate that the agreement at Exhibit M will be signed and become effective upon approval of this Cooperative Plan.

The Cooperative Plan does not make changes to other core services Lisbon and Sussex provide to their residents, such as Fire/EMS, police protection, public health, public works, parks and recreation, planning and development, and administrative services, among others.

For the foregoing reasons, the Department finds that adequate provision has been made for the delivery of necessary municipal services to the agreement territory and that the standard in s. 66.0307(5)(c)3, Wis. Stats., is met.

(5) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs. s. 66.0307(5)(c)(5), Wis. Stats.

Exhibit H, which shows the boundaries between the Communities following the territory transfers, indicates how these boundaries are made more compact and homogenous because of this Cooperative Plan. For example, numerous jagged and uneven areas of Town territory will be transferred to Sussex. Some irregular areas do remain, however generally the boundaries between Sussex and Lisbon will become more compact and homogenous because of this Cooperative Plan. As a result, the Department finds that the standard in s. 66.0307(5)(c)5., Wis. Stats. is met.

(6) Any proposed planning period exceeding 10 years is consistent with the plan. s. 66.0307(c)6 Wis. Stats.

The Cooperative Plan takes effect upon Department approval and the boundaries resulting between the Communities, as well as Sussex agreeing not to exercise its extraterritorial jurisdiction within Lisbon, are intended to remain in effect for perpetuity. Required joint planning within the *Village Gateway* areas remains in effect for 20 years.

The Department finds this arrangement to be appropriate and consistent with the Cooperative Plan's provisions. Therefore, the standard in s. 66.0307(5)(c)6, Wis. Stats., is met.