

Stafford Rosenbaum LLP
Attention: Christopher Hughes
PO Box 1784
Madison, WI 53701-1784

September 12, 2011

RE: Village of New Glarus/Town of New Glarus Cooperative Boundary Agreement (Plan)

Dear Attorney Hughes:

I am writing in my capacity as Chair of the Town of New Glarus/Village of New Glarus Joint Town/Village Negotiation Committee.

Thank you for attending the meeting of the Joint Negotiation Committee of the Village and Town of New Glarus on September 7, 2011. We are writing in follow up to our discussions to give you an idea of where we think we are, where we want to go and how we think we could utilize your services. We understand once you review this letter you will respond with your proposed retainer letter so we can be clear on the scope of your representation.

You have received our most recent draft of our tentative agreements, titled "Intergovernmental Agreement Between the Town of New Glarus and the Village of New Glarus (8/24/11)". We have been considering this to be a cooperative boundary agreement in accord with Wis. Statutes Sec. 66.0307, even though it is titled as an "intergovernmental agreement", which we understand would place it under Wis. Statutes Sec. 66.0301.

While you have given us some reason to consider whether we would wish to consider first an intergovernmental agreement under Wis. Statutes Sec. 66.0301 before moving to a cooperative boundary agreement (or plan)¹ under Wis. Stats. Sec. 66.0307, to this point the committee consensus has been to create an agreement under Wis. Statutes Sec. 66.0307. We understand this is a more formal process that will require Department of Administration review and approval.

We are currently making arrangements to receive input from the individual who helped create the Village plan as to whether our tentative agreements would be consistent with the Village's comprehensive plan. After that, we will consider input as to whether the tentative agreements would be consistent with the Towns comprehensive plan.

We would then proceed with the initial drafting of our agreement. When we have it as far as we are comfortable taking it, we would turn it over for you to review, on

¹ We noticed a difference in terminology during our discussion. We were under the impression that the agreement is identified as a "cooperative boundary agreement." You, however, seemed to prefer to call it a "plan." For our purposes in this letter, we will continue to identify it as a "cooperative boundary agreement", or "agreement" for short. This may be an area where you can educate us further if our use of this terminology could lead to confusion in the future.

behalf of *both* the Town and the Village. Specific areas of review would be up to your professional judgment, but at a minimum, we would request your assistance

1. Does the agreement meet the goals and address the concerns we have addressed? If not, how is it defective and how would you rectify it?
2. Do you see any obvious problems with implementation of the agreement and, if so, how would you recommend fixing them?
3. Does our agreement miss any essential elements for effective implementation?
4. Does our agreement appear to meet the criteria for Department of Administration review and approval? We would *not* be asking for your opinion on whether it was consistent with our municipalities' respective comprehensive plans.

Your work would again be on behalf of both municipalities. In that position, we would not expect advice or opinion as to whether the agreement or its provisions is particular advantageous or disadvantageous to either municipality.

After we obtain your above review, we would have the plan reviewed by our respective counsel for final approval. We would proceed with public hearings and referenda if necessary. Assuming approval of the agreement, we would then request your assistance, if needed, when obtaining Department of Administration review and approval.

When we met you indicated you would charge \$205.00 per hour, and your very general ballpark estimate of your fees (I assume including costs, if any) at between \$5,000.00 and \$7,000.00. You also indicated you considered this somewhat of an unique assignment in that you would be drafting on behalf of both municipalities, and we appreciated your frankness that this could result in some duplication of effort, and cost, with our respective counsel.

At this point, we ask for your written retainer letter for us to review. Our next joint meeting is scheduled for 6:00 p.m. on Thursday, September 29, 2011. We would like to have your response in time to distribute for the meeting. Please send a copy to both John Wright on behalf of the Town, and Nic Owen on behalf of the Village.

Thank you for your assistance in this matter.

Respectfully,

Keith Seward
Chair, Town of New Glarus
PO Box 448
New Glarus, WI 53574