

**FILED
10-21-2019
Clerk of Court
Shawano Co., WI
2019CV000010**

STATE OF WISCONSIN CIRCUIT COURT SHAWANO COUNTY

VILLAGE OF MATTOON and
TOWN OF HUTCHINS
 Plaintiffs,

SHEPHERD’S WATCH COMMUNITY CENTER, Inc.
 Intervenor-Plaintiff,

v.

UNIFIED SCHOOL DISTRICT OF ANTIGO,
 Defendant.

Declaratory Judgment
Case Code: 30701
Case No. 19-CV-10

**INTERVENOR-PLAINTIFF SHEPHERD’S WATCH COMMUNITY CENTER, INC’S
ANSWER AND AFFIRMATIVE DEFENSES TO DEFENDANT’S COUNTERCLAIMS**

NOW COMES intervenor-plaintiff Shepherd’s Watch Community Center, Inc. (“Shepherd’s Watch”), by its attorneys Wisconsin Institute for Law & Liberty, and as and for its answers to the Counterclaims of defendant Unified School District of Antigo (the “Antigo School District”) directed at it as agreed upon by the Antigo School District and it, states as follows:

1. Denies that the Antigo School District is an “agency of the State.” Admits the remaining allegations in Paragraph 1.
2. Admits.
3. Admits.
4. Admits.
5. Admits.
6. Admits.

7. Denies that the parcels mentioned are identified in Paragraph 4 of the Counterclaims, and alleges affirmatively that the parcels are identified in Paragraph 5 of the Counterclaims. Admits the remaining allegations in Paragraph 7.

8. Admits.

9. Admits.

10. Admits.

11. Admits that Joint School District No. 6, Village of Mattoon and Town of Hutchins existed separately from the Village of Mattoon and Town of Hutchins, but alleges affirmatively that the Town of Hutchins was instrumental in creating the school district which became Joint School District No. 6, Village of Mattoon and Town of Hutchins, and further alleges affirmatively that the Village of Mattoon and the Town of Hutchins are the legal successors-in-interest to the real estate owned by Joint School District No. 6, Village of Mattoon and Town of Hutchins. Denies the allegations in the remaining allegations in Paragraph 11.

12. As to the first sentence, denies that Order No. 34-61 was signed by “the Mattoon County School Committee,” and admits the remainder of that sentence. Denies the remaining allegations in Paragraph 12.

13. Lacks information and knowledge sufficient to form a belief as to the truth or accuracy of the allegations of the first and second sentences. As to the third sentence, Shepherd’s Watch admits that the Antigo School District was entitled to and had possession and control of the property from the time that Joint School District No. 6 was dissolved until 2016 when the Antigo School District stopped using the property as a school. Shepherd’s Watch lacks information and knowledge sufficient to form a belief as to the truth or accuracy of the remaining allegations of the third sentence, and alleges affirmatively that there would have been no reason for anyone to make

a “contrary claim of ownership” because the Antigo School District did not own the Property but, rather, only had possession and control of the Property for the period of time that the Antigo School District operated the Property as a school.

14. Denies.

15. Admits that the title search indicated that the Antigo School District did not own the Property. Shepherd’s Watch lacks information and knowledge sufficient to form a belief as to the truth or accuracy of the remaining allegations in Paragraph 15.

16. Denies.

17–28. As agreed to by Shepherd’s Watch and the Antigo School District, the allegations of Paragraphs 17–28 of the Counterclaim are not directed at Shepherd’s Watch and thus, Shepherd’s Watch is not required to answer them. To the extent an answer is required, Shepherd’s Watch realleges Paragraphs 1-16 of its answer and incorporates them by reference; lacks information and knowledge sufficient to form a belief as to the truth or accuracy of the allegations in Paragraphs 17-22 and therefore, denies the same; and denies the allegations of Paragraphs 23-28.

29. Realleges Paragraphs 1-16 of its answer and incorporates them by reference.

30. As to the first sentence, admits that Defendant took possession and control of the Mattoon School after Joint School District No. 6 dissolved in 1962. Shepherd’s Watch lacks information and knowledge sufficient to form a belief as to the truth or accuracy of the allegation that the Antigo School District “believed” it was taking “ownership” of the Mattoon School at that time, but alleges affirmatively that any such belief would have been unreasonable and not sufficient to confer title to the Antigo School District. As to the second sentence, Shepherd’s Watch admits that the Antigo School District has, from 1962 to 2016, operated and

maintained the school and has expended money to do so, but alleges affirmatively that the Antigo School District received more revenue from the State of Wisconsin and the taxpayers within the territory formerly assigned to Joint School District No. 6 than it paid for these expenses. Shepherd's Watch lacks information and knowledge sufficient to form a belief as to the truth or accuracy of the allegation that the Antigo School District had a "good faith belief in ownership," but alleges affirmatively that any such belief would not have been reasonable nor sufficient to confer title to the Antigo School District. Shepherd's Watch denies that the sums of money the Antigo School District has expended are "substantial" in light of the valuable real and personal property assets the Antigo School District was permitted to use and the substantial property tax base available to the Antigo School District, along with additional revenue from the state. As to the third sentence, Shepherd's Watch lacks information and knowledge sufficient to form a belief as to the truth or accuracy that Plaintiffs never "hint[ed]" at a claim of ownership, but denies the truth of the assumption that such a claim was necessary for Plaintiffs to retain title. Shepherd's Watch admits that Plaintiffs allowed the Antigo School District to use, maintain, and occupy the Mattoon School, and alleges affirmatively that the Plaintiffs were required to allow the Antigo School District to have possession and control of the property so long as the Antigo School District used the property as a school.

31. Denies.

AFFIRMATIVE DEFENSES

1. Estoppel.
2. Want of consideration.
3. Laches.
4. Statute of frauds.

5. Failure to state a claim upon which relief can be granted.
6. The relief requested by the Antigo School District is precluded by statute.

Shepherd's Watch reserves the right to supplement this pleading should additional information become known to it.

Dated this 21st Day of October, 2019.

Respectfully submitted,
WISCONSIN INSTITUTE FOR LAW & LIBERTY
Attorneys for Intervenor-Plaintiff

/S/ electronically signed by Richard M. Esenberg

Richard M. Esenberg, WBN 1005622
(414) 727-6367; rick@will-law.org
Donald A. Daugherty, Jr., WBN 1017628
(414) 727-7420; don@will-law.org
Anthony F. LoCoco, WBN 1101773
(414) 727-7419; alococo@will-law.org
330 E. Kilbourn Ave., Ste. 725
Milwaukee, WI 53202
414-727-9455; FAX: 414-727-6385