

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN TOWN OF BLOOMFIELD AND VILLAGE OF BLOOMFIELD

The Parties to this Intergovernmental Cooperation Agreement (hereinafter "Agreement" are the Town of Bloomfield (hereinafter the "Town") and the Village of Bloomfield (hereinafter the "Village").

RECITALS

WHEREAS, the Village is a duly incorporated Wisconsin municipality consisting of lands that were formerly located in the Town of Bloomfield; and,

WHEREAS, the Village has provided municipal services to the property owners and residents of the Town since the Village's incorporation by intergovernmental agreement; and

WHEREAS, in order to continue the adequate provision of said municipal services of a cost-effective basis, the Town and Village hereby enter into this Agreement whereby the Village will provide municipal services for the benefit of the Town and the Village, and the Town and Village will share the costs of said services in accordance with the proportions and other terms herein; and,

WHEREAS, there is significant concern that the Town will not be able to seat a full Town Board in the near future or afford to continue to provide the same level of services to its residents and property owners; and

WHEREAS, pursuant to Wis. Stat. § 66.0301(6), the Town and the Village wish to adjust the boundary line separating the Town and the Village, leaving only those parcels included in the attached Exhibit D after the Village adopts it's ordinance completing phase 1. Thereafter the Village shall adopt a subsequent ordinance adjusting the boundary lines a final time to include the remaining parcels of the Town; and

WHEREAS, the lands excluded from the first boundary line adjustment, to wit, the lands depicted on the attached Exhibit D, comprise those lands which are bounded by the City of Lake Geneva or the Village of Genoa City; and

WHEREAS, no jurisdictional change will occur for at least thirty (30) days after this Agreement is published by the Town and Village, and a Town remnant will likely remain even after any jurisdictional change occurs, so it is imperative that this Agreement also address operational issues going forward, such as shared governance, apportionment of assets, revenues, costs, and liabilities and the provision of municipal services to residents and property owners of the Town and Village; and

WHEREAS, the Town and Village apportioned assets and liabilities upon the incorporation of the Village leaving limited assets owned by the Town; and

WHEREAS, Wis. Stat. § 66.0235 requires the Town and Village to apportion the remaining assets and liabilities in accordance with the boundary adjustments detailed in this Agreement; and,

WHEREAS, the Town and Village wish to establish rules and procedures for said apportionment in the context of this Agreement; and,

WHEREAS, Wis. Stat. § 66.0301 allows municipalities to cooperate and contract in a binding fashion for the receipt and furnishing of services, for the joint exercise of powers or duties required or authorized by law, for the appointment of expenses involved, for the adjustment of boundary lines, and for the exercises of other duties and rights as stated therein; and

WHEREAS, a joint public hearing was held on this proposed Agreement on Monday, May 20, 2024, said public hearing having been properly noticed in accordance with the provisions of Wis. Stat. § 66.0301(6)(c).

NOW THEREFORE, in consideration of the foregoing recitals, which are contractual, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Town and Village hereby enter into this Agreement pursuant to the authority granted to them by Wis. Stat. § 66.0301, on the following terms:

- I. <u>Term of Agreement</u>. The Term of this Agreement shall be ten (10) years from the Effective Date. The "Effective Date" shall be the date upon the last of the duly authorized representatives of the Town and Village sign this Agreement,
- II. Agreement Procedure. Prior to approving this Agreement by resolution, the Town and Village held a joint meeting on April 22, 2024, a joint public hearing in accordance with Wis. Stat. § 66.0301(b)(c), and the Town and Village provided notice of a pending agreement and public hearing by publishing a class 1 notice and by giving notice to each property owner affected by certified mail at least 20 days before the public hearing, in accordance with Wis. Stat. § 66.0301(b)(c).
- III. <u>Apportionments of Assets and Liabilities</u>. Unless stated herein, the apportionment of assets and liabilities between the Town and Village shall be determined pursuant to Wis. Stat. § 66.0235.
- a. Until 11:59 p.m. on August 18, 2024, all assets and liabilities of the Town shall be assigned to the Village.
- b. An Apportionment Board, consisting of representatives of the Town and Village, shall convene on or before August 28, 2024, to begin discussions regarding apportionment of assets between the Town and Village, in accordance with Wis. Stat. § 66.0235.
- c. Notwithstanding the foregoing subparagraph (b), because the boundary line between the Town and Village will change (due to the operation of this Agreement) before a proper apportionment of assets and liabilities can be completed by the Apportionment Board, the Apportionment Board shall wait until the new boundary line is established before completing the apportionment process. The post-boundary-line change areas of the Town and Village, respectively, shall be used to determine the average assessed values of the Town area and Village areas for the preceding five years. After a boundary-change ordinance is adopted, filed, and

recorded by the Town under Wis. Stat. § 66.0301(6)(e), the Appointment Board shall finalize the apportionment process in accordance with Wis. Stat. § 66.0235.

- d. Before apportioning any other asset or liability, all unrestricted monetary assets and liabilities presently owned by the Town shall be apportioned in accordance with the formula contained at Wis. Stat. § 66.0235(2)(b) based upon the average assessed valuation for the preceding five (5) years of the post-boundary-line change Town and Village areas, respectively.
- e. Any monetary funds that are restricted for a particular use shall retain said restrictions after apportionment.
- f. During and after the apportionment process, non-monetary assets such as vehicles, land, buildings and/or inventory, may, at the option of the Apportionment Board, remain Town property or may be transferred to the Village in accordance with the formulas contained in Wis. Stat. § 66.0235; in the alternative, the Apportionment Board may decide that certain assets will be jointly owned by the Town and Village in a proportion to be determined by the Apportionment Board. If the Apportionment Board decides that any asset, such as the current Town/Village Hall shall be jointly owned post-apportionment, the Apportionment Board shall also allocate responsibility for the maintenance, insurance, preservation, and other obligations related to said asset. Deeds or other instruments reflecting changes in ownership shall be executed and recorded as necessary.
- g. Following apportionment, the Town shall lease any real estate, building, or other non-monetary assets that it retains after apportionment, to the Village in exchange for payment of one dollar (\$1.00) in annual consideration. The Village's compliance with the other terms and conditions contained in the Agreement will serve as additional consideration for said lease.

IV. Provision of Municipal Services.

- a. <u>Public Works</u>. The Town and Village have previously entered into an Intergovernmental Agreement authorizing the Village to provide public works and related services to the Town. Those same services shall continue.
- (i) <u>Bloomfield Highlands</u>. The Town has agreed, by December 31, 2025, to complete and maintain the roads for within Bloomfield Highlands Subdivision and to levy a special assessment against the properties which adjoin the subdivision roads. The Village hereby assumes this obligation. Upon completion of the work to town road standards, the Village shall accept the roads.
- b. <u>Public Safety</u>. Fire and rescue services shall continue to be provided to Town and Village property owners and residents by the Bloomfield-Genoa City Fire and Rescue.

Police protection shall continue to be provided to Town and Village property owners and residents by the Village of Bloomfield.

- c. <u>Refuse and Recycling Services</u>. Refuse and recycling services to property owners and residents of the Town and Village shall continue to be provided by John's Disposal pursuant to the existing contract between John's Disposal and the Town/Village.
- d. <u>Parks</u>. The Village shall be responsible for the maintenance of all parks located in the Town and Village. The existing Joint Parks, Lake & Recreation Committee will continue to administer the parks.
- e. <u>Administrative Employees and Staff</u>. At the outset of this Agreement, the Town and Village have their own administrative staff and will continue to operate separate staff until August 18th, 2024, at which time all staff shall be terminated. The Town agrees to not modify or create new liabilities that shall extend beyond the August 18th deadline without the consent of the Village.
- f. Payment of Expenses Related to Shared Services. Unless otherwise agreed by the Parties, the Town and Village have previously entered into a Intergovernmental Agreement to compensate the Village for the services it provides to the Town. The parties shall continue to operate under the terms of the IGA until the final phase of this Agreement is completed.
- g. <u>Capital Expenditures</u>. The cost of any new capital equipment or other asset necessary or useful for the provision of the municipal services contemplated herein, shall be apportioned between the Town and Village in a proportion equal to their respective shares of the total equalized value of all real and personal property located in the Town and Village in the prior year.
- V. <u>Employees.</u> At present, the Town Clerk-Treasurer is the only employee of the Town.

VI. Adjustment to Boundary Line Between Town and Village.

- a. Prior to the Effective Date, the boundary line between the Town and Village is/was as bounded and depicted on the attached Exhibit A which is incorporated herein by reference.
- b. On or after the Effective Date, the Town and Village will alter the boundary line between the Town and Village so that the boundary line between the Town and Village will be as is bounded and depicted on the attached Exhibit B which is incorporated herein by reference.
- c. The lands transferred from the Town to the Village pursuant to the boundary line change provided by this Agreement include all lands available to be transferred from the Town to the Village under Wisconsin law (the "Transferred Lands") are described on the attached Exhibit C which is incorporated herein by reference.
- d. The lands which shall remain under the Town's jurisdiction after the first boundary line change provided for in this Agreement (the "Town Remnant") are described on the attached Exhibit D which is incorporated herein by reference.
- e. On or after the Effective Date, the Village Board will adopt and file an ordinance, pursuant to Wis. Stat. § 66,0301(6)(c), which will trigger the boundary line change depicted on the attached Exhibit B and bounded and described on the attached Exhibit C (the "Boundary Change"). Specifically, the Boundary Change will involve the attachment to the Village of the lands, presently under the jurisdiction and within the bounds of the Town, which are bounded and described in Exhibit C.
- f. The Village and Town agree that the Village will continue to provide all municipal services currently provided by the Town to the Town Remnant for at least ninety (90) days after the adoption of the ordinance which will trigger the Boundary Change. If, within sixty (60) days after the adoption of the ordinance which will trigger the first Boundary Change, the owners of the parcel of land which comprise the Town Remnant have not initiated proceedings to annex to an adjoining municipality and/or have not, in the opinion of the Village, demonstrated their willingness and ability to remain an independent Town, the Village may attach or annex the Town Remnant via any lawful means set forth in Chapter 66 of the Wisconsin Statutes, including the adoption of another ordinance under Wis. Stat. § 66.0301(6)(e) to complete the full Boundary Change to attach the Town Remnant to the Village.
- g. In accordance with Wis. Stat. § 66.1105(4)(gm)(1), this Agreement constitutes a cooperative plan boundary agreement, and the Village will not be prohibited from exercising its TIF authority in the territory subject to this Agreement for any period of time.

VII. Planning, Finance and Budgeting, and Ad Hoc Committees.

A. Planning.

- a. The Village of Bloomfield and the Town of Bloomfield agree to create a joint planning commission to be known as the Town/Village Planning Commission.
- b. The Town/Village Joint Planning Commission shall consist of seven (7) members, two (2) of whom are appointed by the Town Chairperson subject to confirmation by the Town Board. The remaining five (5) shall be the five (5) persons presently serving on the Village Planning Commission.
- c. The initial term of appointment for each Party's delegation shall be for a term of three (3) years. Village Board and Town Board members' terms shall following their respective board terms. Following their initial appointments, regular appointments shall be made in April of each year, as needed. Following initial appointments, all members of the Town/Village Joint Planning Commission shall serve for terms of three (3) years.
- d. A vacancy shall be created if a Town/Village member's residency terminates during the term of appointment or if the position is otherwise not occupied due to resignation, failure to continue in elected office if a member of the governing board or removal for cause by the governing board or the respective municipality. Vacancies shall be promptly filled of the unexpired term in the same manner as the original appointment and successors shall serve the remaining term.
- e. The Town/Village Planning Commission shall have the same duties and responsibilities as granted under the Wisconsin State Statutes and local ordinances for both the Village and the Town in regards to planning commissions. Recommendations of the planning commission shall be forwarded to the appropriate municipalities' Board for review.

Finance and Budgeting.

- a. The Village of Bloomfield and the Town of Bloomfield agree to create a joint finance committee to be known as the Town/Village Finance Committee.
- b. The purpose of the Town/Village Joint Finance Committee is to coordinate the financing and budgeting of both the Town of Bloomfield and Village of Bloomfield. The Town/Village Joint Finance Committee will assist the Village Administrator in establishing the budget for both the Town of Bloomfield and the Village of Bloomfield. The Joint Finance committee will also make recommendations to their respective boards on the purchase of any capital items or proposed capital improvement programs.
- c. The Town/Village Joint Finance Committee shall consist of five (5) members, one (1) who shall be appointed by the Town Chairperson subject to confirmation by the Town Board. The remaining members shall consist of the members of the current Village

Finance Committee, save Kenin Conlon. The Village President will serve as chairman of the Town/Village Joint Finance Committee.

- d. The initial term of appointment for each Party's delegation shall be for a term of two (2) years. Following initial appointments, regular appointments shall be made as needed. Following initial appointments, all members of the Town/Village Joint Finance Committee shall serve for terms of two (2) years in alternating years after the President has been elected.
- e. A vacancy shall be created if a Town/Village member's residency terminates during the term of appointment or if the position is otherwise not occupied due to resignation, failure to continue in elected office or removal for cause by the governing board or the respective municipality. Vacancies shall be promptly filled for the unexpired term consistent with State law.

Ad Hoc Committees

The Town Board Chairman and Village President, by agreement, may establish additional ad hoc committees as used for or necessary to accomplish the subject matter contained in this Agreement.

- **VIII.** <u>Modification</u>. This Agreement may be modified by a written agreement duly approved by the Town Board and Village Board and signed by their authorized representatives.
- **IX.** Construction of Agreement. Any court of competent jurisdiction that is interpreting and reviewing this Agreement, shall review it in the context that most favors enforceability. If a reviewing court interprets the statutes so as to require separate agreements for sharing of services under Wis. Stat. § 66.0301(1-5) and boundary agreements under Wis. Stat. § 66.0301(6), then a reviewing court shall read this Agreement as two separate Agreements, with one agreement addressing the issues addressed in Wis. Stat. § 66.0301(1-5) and the other agreement addressing the issues presented in Wis. Stat. § 66.0301(6). If, however, a reviewing court believes that this Agreement is most enforceable if interpreted as a single agreement, then it should interpret this Agreement as a single agreement.
- X. <u>Third-Party Actions</u>. In the event of a court action by a third-party challenging the validity or enforceability of this Agreement, both parties shall cooperate to vigorously defend this Agreement. If only one party is named in the action, the other party will seek to intervene and the named party will support such intervention. No settlement of any such action shall be permitted without the approval of the governing bodies of both municipalities.

The below-signed authorized individuals certify that this Intergovernmental Cooperation Agreement has been duly approved by their respective governing bodies in accordance with state and local laws, rules and regulations, and that each has caused their duly authorized officers to execute this Agreement on the dates written before their respective signatures.

Dated: 5-20-24

VILLAGE OF BLOOMFIELD,

Daniel Aronson, President

Drafted by:

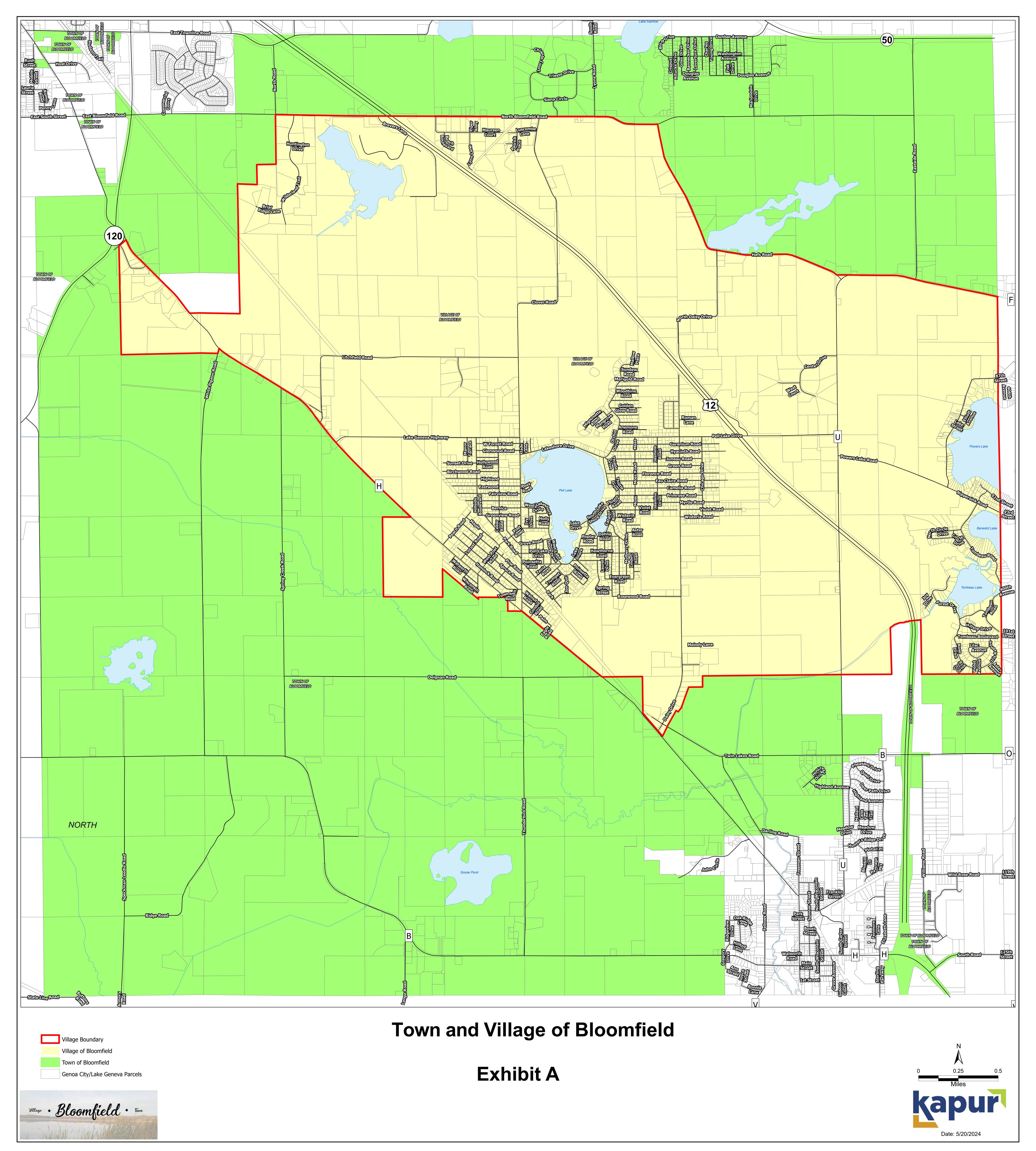
Anthony A. Coletti, Esq. State Bar No. 1018646 Law Offices of Anthony A. Coletti, S.C. 101 Evergreen Parkway, #3 Elkhorn, WI 53121 tony@colettilaw.com 262.723.8000

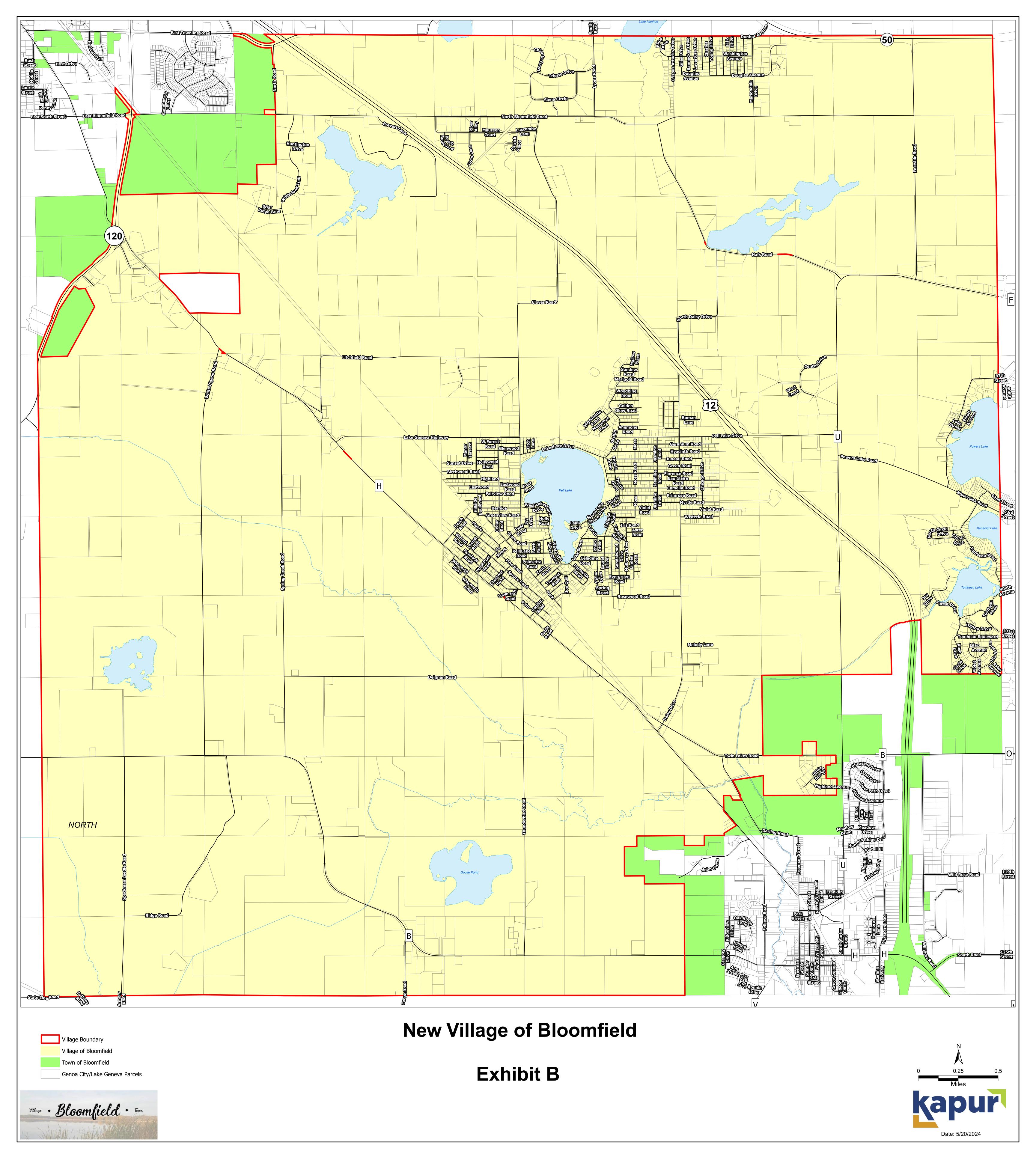
Brian A. Schuk, Esq. State Bar No. 1035097 Schuk Law, LLC 253 Center St. Suite 100 Lake Geneva, WI 53147 brian@schuklaw.com 0262.214.1174

Dated: 5-20-24

TOWN OF BLOOMFIELD

Sue Leedle, Chairperson





Parcel Number	Parcel Number	Parcel Number		
All Town ROWs	MA172200001A	MA354900001		
All Town Road Gaps	MA172200002	MA354900002		
All Town Overlaps	MA173300001	MA358200001		
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MA 24100002	MA175000002	MA358200004		
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MA 29900002	MA211200001	MA387500002		
MA 30000001	MA219600001	MA387500003		
MA 30000002	MA219600002	MA387500004		
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MA 33600001	MA220100001	MA390400001		
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	00356		00419 00421		00004
	00357 00358		00421	MTU	
			00422A		00007
	00359		00422A 00423		00007
	00360		00424		00009
	00361		00425		00009
	00362		00426	MTU	
	00364 00366		00428	MTU	
	00367		00430		00012
	00370		00431		00013
	00370		00432		00014
	00374		00433		00015
	00376		00434		00017
	00377		00435		00017
	00378		00436	MTU	
	00380		00437		00020
	00384		00439		00021
	00387		00440		00022
	00388		00441		00023
	00389		00443		00024
	00390		00445		00025
	00391		00446		2 00001
	00392		00448		2 00002
	00394		00449		2 00003
	00397		00450	MTU	2 00015
	00398		00451		
	00399		00452		
	00401		00453		
	00402		00454		
	00403		00455		
	00404		00456		

EXHIBIT D TOWN REMNANT

Parcel Number	Parcel Number
MB 2600006	MB 3600009
MB 2600005A	MB 700004C
MB 3500002B	MB 700004D
MB 3500005	MA351700001
MB 3500006	MB 500011
MB 3500006A	MA 46900003
MB 3500006B	MA 46900002
MB 3500007	MA 46900001
MA387100001	MB 600007C
MA110500001	MB 500007A
MA110500001 ROW	MB 600007I
MA 69500001	MB 600007G
MB 3400001B	MB 500007C
MB 3400001C	MB 500007
MB 3400001C1	MA 56400002
MB 3500002C	MA 39100001
MB 3500002	MB 600012A
MB 3500004	MB 600011
MB 3500002A	MB 600011A
MB 2600007	MB 500003
MB 2600007 ROW	MA 68100001
MB 2600005	MA 57300001
MB 2600002	MB 600005
MA203500001	MB 700004A ROW
MB 2500004C	MB 700004B ROW
MB 2600002B	MB 500003A
MGDW 00023	MA4303400001-OVERLAP
MB 3600007B	MB 600007D
MB 3600013	MB 600009
MB 3600007A	MB 600009
MB 2600002A	MB 700004
MB 2500002	MB 600007E
MB 2500001	MB 600010
MB 2500004B ROW	MB 500006
MB 2500004B	MB 500006A
MB 2500004	MB 600002
MB 2500004A	MB 700005
MB 2500004A ROW	MA460600001
MA294000002	MA460600001 ROW
MB 3600008	MA400700001
MA 13200001	MA400700002
MA 13200001 ROW	MB 700006
MB 3600003F ROW	MB 700005D1
MB 3600003F	STH 12 ROW
MB 3600003D	

MB 3600003D ROW