

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 its 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. Term of Agreement. 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. Apportionments of Assets and Liabilities. 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. Public Works. 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) Bloomfield Highlands. 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. Public Safety. 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. Refuse and Recycling Services. 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. Parks. 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. Administrative Employees and Staff. 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. Capital Expenditures. 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. Employees. 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 follow 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. Modification. 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. Third-Party Actions. 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,

By: 

Daniel Aronson, President

Dated: 5-20-24

TOWN OF BLOOMFIELD

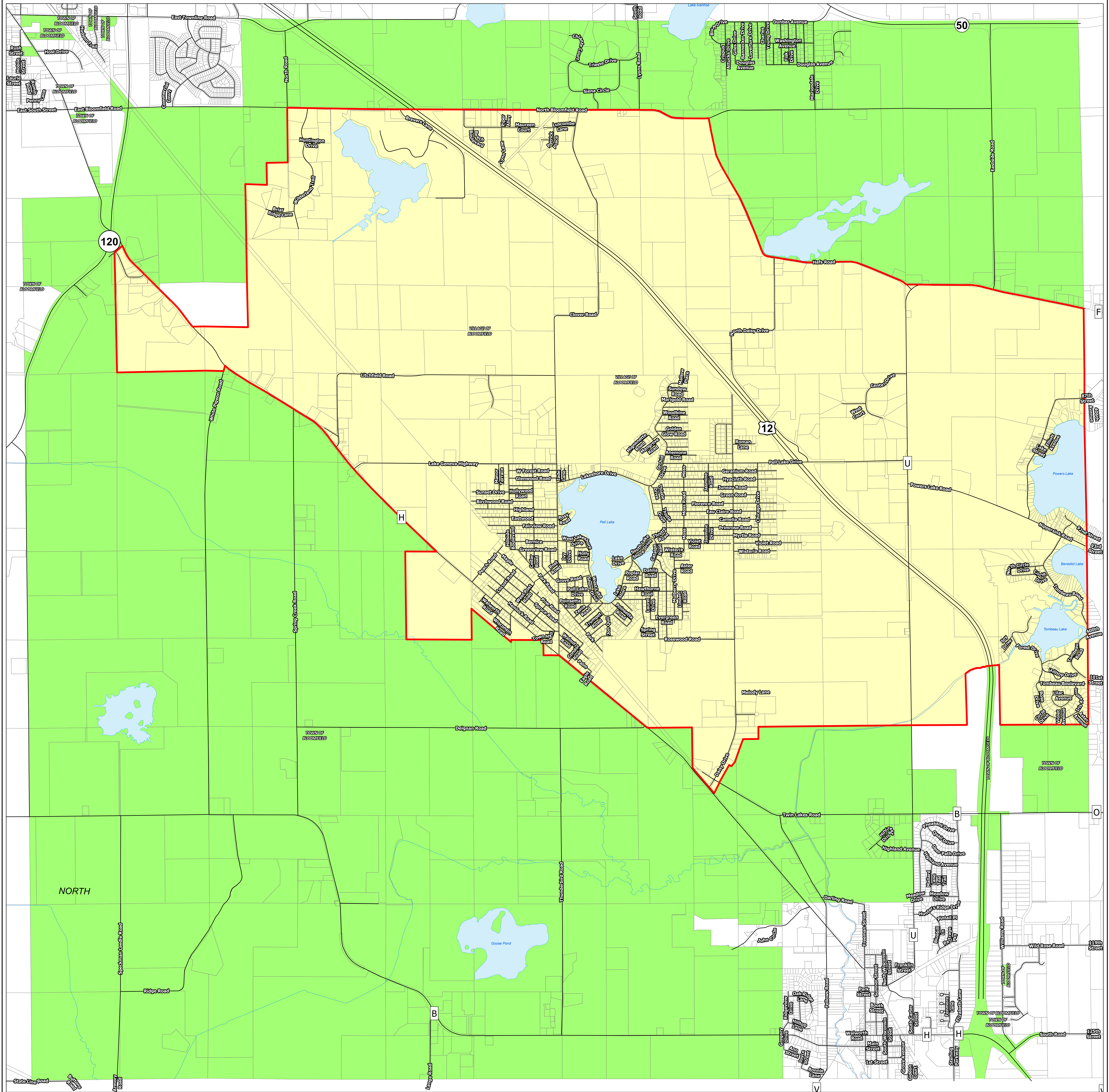
By: 

Sue Leedle, Chairperson

Drafted by:

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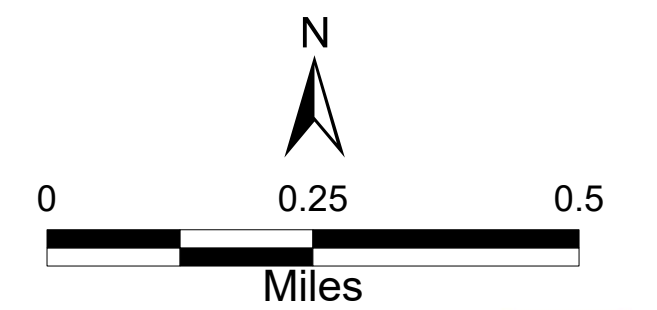
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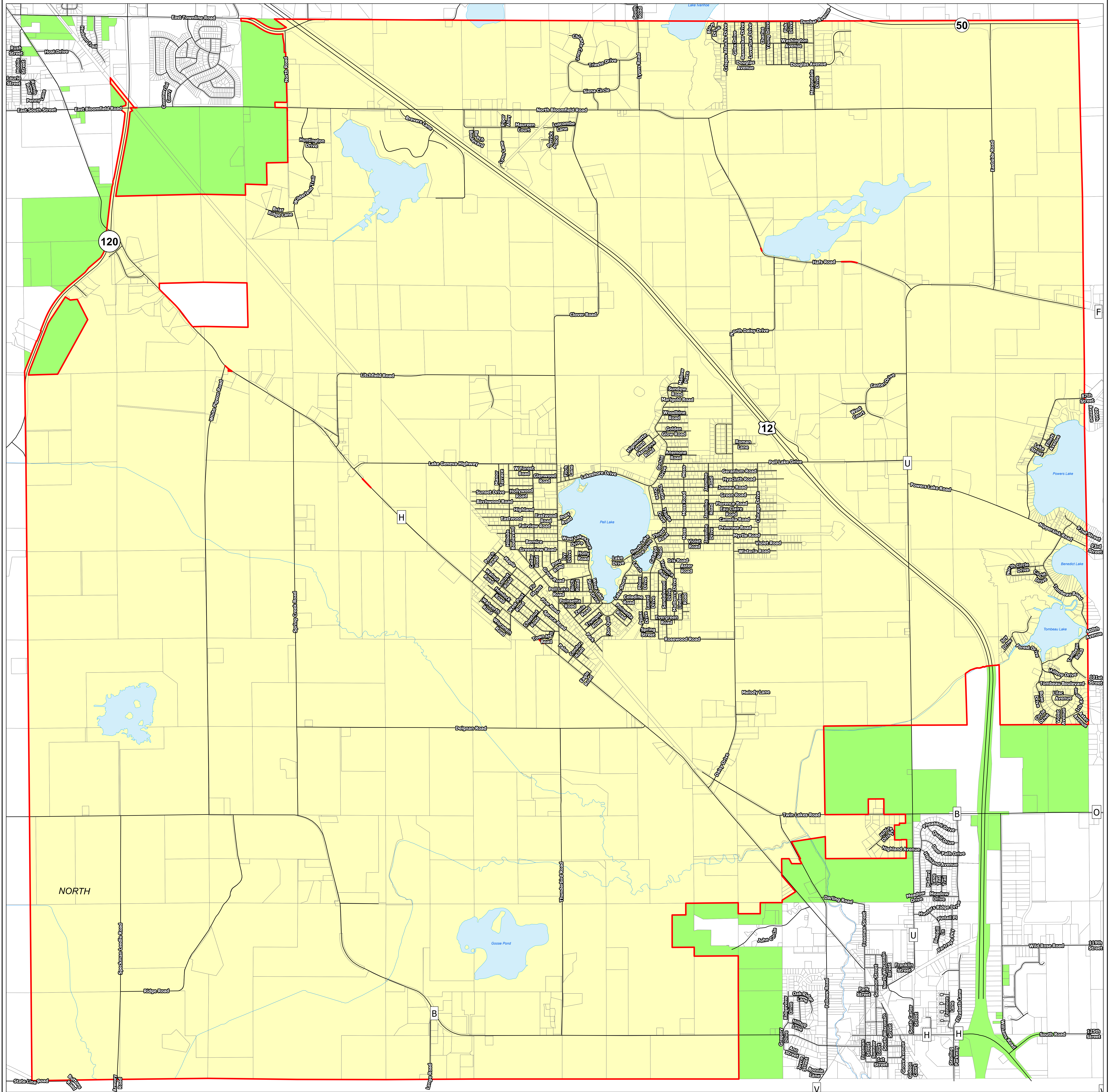
Town and Village of Bloomfield

Exhibit A

- ▭ Village Boundary
- ▭ Village of Bloomfield
- ▭ Town of Bloomfield
- ▭ Genoa City/Lake Geneva Parcels



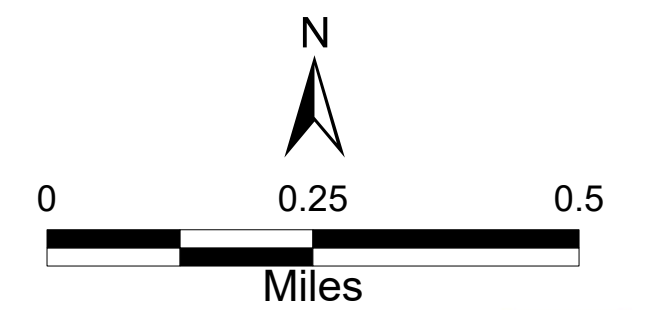
Date: 5/20/2024



New Village of Bloomfield

Exhibit B

- Village Boundary
- Village of Bloomfield
- Town of Bloomfield
- Genoa City/Lake Geneva Parcels



Date: 5/20/2024

EXHIBIT C
TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION

Parcel Number	Parcel Number	Parcel Number
All Town ROWs	MA172200001A	MA354900001
All Town Road Gaps	MA172200002	MA354900002
All Town Overlaps	MA173300001	MA358200001
MA 9200001	MA173300002	MA358200002
MA 24100001	MA175000001	MA358200003
MA 24100002	MA175000002	MA358200004
MA 29900001	MA175000003	MA387500001
MA 29900002	MA211200001	MA387500002
MA 30000001	MA219600001	MA387500003
MA 30000002	MA219600002	MA387500004
MA 33000001	MA219600003	MA388700002
MA 33600001	MA220100001	MA390400001
MA 34100001	MA222300001	MA393100001
MA 34100002	MA224300001	MA393100002
MA 39200001	MA224300003	MA395000001
MA 39500003	MA226400001	MA395000002
MA 39500004	MA226400002	MA395000003
MA 41100001	MA226400003	MA395900001
MA 44700001	MA226400004	MA395900002
MA 47400001	MA228000001	MA400700003
MA 47400002	MA234900001	MA401100001
MA 47400003	MA237300001	MA403400001
MA 47800001	MA237300002	MA431800001
MA 49600001	MA237300003	MA431800002
MA 55100001	MA237300004	MA437700001
MA 99300002	MA238900001	MA439000001
MA100200001	MA241000001	MA439000002
MA100200002	MA243500002	MA439800001
MA107000001	MA247600001	MA449200001
MA107000002	MA247600002	MA449200002
MA107000003	MA247700001	MA449900001
MA107000004	MA269200001	MA453300001
MA107900001	MA278400001	MA453300002
MA136900001	MA283300001	MA459700001
MA138400001	MA283300002	MA459700002
MA142900001	MA289100001	MA460500001
MA146100001	MA294000001	MA475400001
MA146100002	MA296700001	MA475400002
MA146100003	MA296700002	MA475500001
MA155200002	MA296700003	MA483500001
MA156700001	MA323500001	MA483500002
MA171000001	MA337400001	MA491000001
MA172200001	MA337400002	MA505000001

EXHIBIT C
TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION

Parcel Number	Parcel Number	Parcel Number
MA508300001	MB 700002	MB 1800003
MA508300002	MB 700002A	MB 1800005
MA509500001	MB 700002B	MB 1800006
MA509500002	MB 700002C	MB 1900001
MA514400001	MB 700002E	MB 1900002
MA514500001	MB 700003	MB 1900003
MB 100001	MB 700005C	MB 1900004
MB 100002	MB 700005D	MB 1900005
MB 100003	MB 700005D2	MB 1900005A
MB 100004	MB 700005E	MB 1900007
MB 100005	MB 700006C	MB 2000001
MB 100006	MB 800005	MB 2000002
MB 100007	MB 800013	MB 2000003
MB 200001	MB 1100001	MB 2000003A
MB 200001A	MB 1100001A	MB 2000004
MB 200002	MB 1100002	MB 2000004A
MB 200002A	MB 1100003	MB 2000005
MB 200004	MB 1100003A	MB 2000006
MB 200005	MB 1100004B	MB 2000006A
MB 200006	MB 1100004D	MB 2000007
MB 200007	MB 1100004E	MB 2000007A
MB 200008	MB 1200001	MB 2100001
MB 300002	MB 1200002	MB 2100004A
MB 300002A	MB 1200003A	MB 2100005
MB 300002B	MB 1200005	MB 2100006
MB 300002C	MB 1200005A	MB 2100007
MB 300002D	MB 1200012	MB 2100007C
MB 300003	MB 1600006	MB 2200002
MB 300003A	MB 1700007	MB 2200002B
MB 300003B	MB 1700007A	MB 2600001A
MB 300010	MB 1700008	MB 2600003
MB 300012A1	MB 1700010	MB 2600003A
MB 300013	MB 1700010A	MB 2600003B
MB 300014	MB 1700011	MB 2600004
MB 400002	MB 1700011B	MB 2600004A
MB 400003	MB 1700011E	MB 2600004B
MB 400003B	MB 1700012	MB 2600005B
MB 400003C	MB 1700013	MB 2600005C
MB 500001	MB 1700014	MB 2600005D
MB 500002	MB 1700015	MB 2600005E
MB 500002A	MB 1800001	MB 2600005F
MB 500010	MB 1800002	MB 2600006A
MB 700001	MB 1800002A	MB 2600006B

EXHIBIT C
TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION

Parcel Number	Parcel Number	Parcel Number
MB 2600006C	MB 2900007	MB 3300015
MB 2600006D	MB 2900007A	MB 3300016
MB 2600008	MB 2900007B	MB 3300017
MB 2600008A1	MB 2900008A	MB 3300018
MB 2600010	MB 2900008B	MB 3400001A
MB 2700001C	MB 2900008C	MB 3400001C
MB 2700002	MB 2900008D	MB 3400002
MB 2700002A	MB 2900009	MB 3400002A
MB 2700002C	MB 3000001	MB 3400003
MB 2700004	MB 3000002	MB 3400003A
MB 2700004A	MB 3000003	MB 3400004
MB 2700005	MB 3000003A	MB 3400005
MB 2700005A	MB 3000003B	MB 3400006
MB 2700005B	MB 3000004	MB 3500001
MB 2700005C	MB 3000005	MBH 00001
MB 2700006	MB 3000006	MBH 00002
MB 2700007	MB 3000007	MBH 00003
MB 2700008	MB 3100001	MBH 00004
MB 2700008A	MB 3100001A	MBH 00005
MB 2700009	MB 3100001B	MBH 00006
MB 2700009A	MB 3100002	MBH 00007
MB 2800001A	MB 3100003	MBH 00008
MB 2800001B	MB 3200001	MBH 00009
MB 2800001C	MB 3200001A	MBH 00010
MB 2800001D	MB 3200001B	MBH 00011
MB 2800002	MB 3200002	MBH 00012
MB 2800003	MB 3200002A	MBH 00013
MB 2800004	MB 3200003	MBH 00014
MB 2800004A	MB 3200004	MBH 00015
MB 2800004B	MB 3300001	MBH 00016
MB 2800005	MB 3300002	MBH 00017
MB 2800006	MB 3300002A	MBH 00018
MB 2800007	MB 3300003	MBH 00019
MB 2800007A	MB 3300003B	MBH 00020
MB 2800007B	MB 3300004	MBH 00021
MB 2900001	MB 3300005	MBH 00022
MB 2900001A	MB 3300006B	MBH 00023
MB 2900003	MB 3300007	MBH 00024
MB 2900004	MB 3300008A	MBH 00025
MB 2900004A	MB 3300009	MGDW 00001
MB 2900005	MB 3300012	MGDW 00003
MB 2900005A	MB 3300013	MGDW 00004
MB 2900006	MB 3300014	MGDW 00005

EXHIBIT C
TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION

Parcel Number	Parcel Number	Parcel Number
MGDW 00006	MIR 00030	MIR 00087
MGDW 00007	MIR 00031	MIR 00088
MGDW 00008	MIR 00032	MIR 00089
MGDW 00009	MIR 00033	MIR 00090
MGDW 00010	MIR 00035	MIR 00092
MGDW 00011	MIR 00036	MIR 00093
MGDW 00012	MIR 00037	MIR 00094
MGDW 00013	MIR 00038	MIR 00095
MGDW 00014	MIR 00040	MIR 00096
MGDW 00015	MIR 00041	MIR 00097
MGDW 00016	MIR 00042	MIR 00098
MGDW 00018	MIR 00043	MIR 00102
MGDW 00019	MIR 00044	MIR 00103
MGDW 00020	MIR 00045	MIR 00105
MGDW 00021	MIR 00046	MIR 00106
MGDW 00022	MIR 00047	MIR 00108
MGDW 00024	MIR 00048	MIR 00109
MGDW 00025	MIR 00049	MIR 00110
MGDW 00026	MIR 00050	MIR 00111
MGDW 00027	MIR 00051	MIR 00112
MGDW 00028	MIR 00052	MIR 00113
MGDW 00029	MIR 00053	MIR 00116
MGDW 00030	MIR 00054	MIR 00119
MIR 00001	MIR 00055	MIR 00120
MIR 00002	MIR 00057	MIR 00124
MIR 00003	MIR 00058	MIR 00125
MIR 00004	MIR 00060	MIR 00126
MIR 00005	MIR 00061	MIR 00128
MIR 00006	MIR 00062	MIR 00129
MIR 00007	MIR 00063	MIR 00132
MIR 00008	MIR 00065	MIR 00134
MIR 00010	MIR 00066	MIR 00135
MIR 00011	MIR 00068	MIR 00136
MIR 00012	MIR 00069	MIR 00137
MIR 00014	MIR 00072	MIR 00141
MIR 00015	MIR 00074	MIR 00142
MIR 00016	MIR 00075	MIR 00143
MIR 00017	MIR 00076	MIR 00144
MIR 00018	MIR 00079	MIR 00145
MIR 00019	MIR 00082	MIR 00146
MIR 00023	MIR 00083	MIR 00148
MIR 00025	MIR 00084	MIR 00150
MIR 00029	MIR 00086	MIR 00151

EXHIBIT C
TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION

Parcel Number	Parcel Number	Parcel Number
MIR 00152	MIR 00211	MIR 00277
MIR 00154	MIR 00212	MIR 00278
MIR 00155	MIR 00213	MIR 00279
MIR 00156	MIR 00217	MIR 00280
MIR 00158	MIR 00220	MIR 00282
MIR 00159	MIR 00222	MIR 00284
MIR 00160	MIR 00225	MIR 00285
MIR 00162	MIR 00227	MIR 00286
MIR 00163	MIR 00228	MIR 00287
MIR 00165	MIR 00229	MIR 00288
MIR 00166	MIR 00230	MIR 00290
MIR 00168	MIR 00231	MIR 00291
MIR 00170	MIR 00234	MIR 00292
MIR 00171	MIR 00235	MIR 00295
MIR 00172	MIR 00238	MIR 00296
MIR 00174	MIR 00239	MIR 00299
MIR 00175	MIR 00240	MIR 00300
MIR 00178	MIR 00241	MIR 00301
MIR 00179	MIR 00242	MIR 00304
MIR 00181	MIR 00243	MIR 00305
MIR 00184	MIR 00246	MIR 00306
MIR 00185	MIR 00247	MIR 00307
MIR 00186	MIR 00250	MIR 00308
MIR 00188	MIR 00251	MIR 00309
MIR 00189	MIR 00252	MIR 00310
MIR 00190	MIR 00253	MIR 00312
MIR 00192	MIR 00254	MIR 00314
MIR 00193	MIR 00255	MIR 00315
MIR 00194	MIR 00256	MIR 00316
MIR 00195	MIR 00257	MIR 00318
MIR 00197	MIR 00259	MIR 00319
MIR 00198	MIR 00260	MIR 00322
MIR 00199	MIR 00262	MIR 00323
MIR 00199A	MIR 00263	MIR 00324
MIR 00200	MIR 00265	MIR 00327
MIR 00201	MIR 00267	MIR 00328
MIR 00202	MIR 00268	MIR 00329
MIR 00203	MIR 00269	MIR 00330
MIR 00203A	MIR 00270	MIR 00332
MIR 00206	MIR 00271	MIR 00333
MIR 00207	MIR 00273	MIR 00334
MIR 00209	MIR 00275	MIR 00335
MIR 00210	MIR 00276	MIR 00337

EXHIBIT C
TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION

Parcel Number	Parcel Number	Parcel Number
MIR 00339	MIR 00405	MIR 00457
MIR 00340	MIR 00406	MIR 00458
MIR 00343	MIR 00407	MIR 00459
MIR 00344	MIR 00408	MIR 00461
MIR 00346	MIR 00409	MIR 00463
MIR 00349	MIR 00410	MIR 00465
MIR 00350	MIR 00412	MIR 00467
MIR 00351	MIR 00413	MIR 00468
MIR 00352	MIR 00415	MTU 00001
MIR 00353	MIR 00416	MTU 00002
MIR 00354	MIR 00417	MTU 00003
MIR 00356	MIR 00419	MTU 00004
MIR 00357	MIR 00421	MTU 00005
MIR 00358	MIR 00422	MTU 00006
MIR 00359	MIR 00422A	MTU 00007
MIR 00360	MIR 00423	MTU 00008
MIR 00361	MIR 00424	MTU 00009
MIR 00362	MIR 00425	MTU 00010
MIR 00364	MIR 00426	MTU 00011
MIR 00366	MIR 00428	MTU 00012
MIR 00367	MIR 00430	MTU 00013
MIR 00370	MIR 00431	MTU 00014
MIR 00372	MIR 00432	MTU 00015
MIR 00374	MIR 00433	MTU 00016
MIR 00376	MIR 00434	MTU 00017
MIR 00377	MIR 00435	MTU 00018
MIR 00378	MIR 00436	MTU 00019
MIR 00380	MIR 00437	MTU 00020
MIR 00384	MIR 00439	MTU 00021
MIR 00387	MIR 00440	MTU 00022
MIR 00388	MIR 00441	MTU 00023
MIR 00389	MIR 00443	MTU 00024
MIR 00390	MIR 00445	MTU 00025
MIR 00391	MIR 00446	MTU2 00001
MIR 00392	MIR 00448	MTU2 00002
MIR 00394	MIR 00449	MTU2 00003
MIR 00397	MIR 00450	MTU2 00015
MIR 00398	MIR 00451	
MIR 00399	MIR 00452	
MIR 00401	MIR 00453	
MIR 00402	MIR 00454	
MIR 00403	MIR 00455	
MIR 00404	MIR 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	

Municipal LAW

& LITIGATION GROUP

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SAVANNA M. GAIN

STEPHEN J. CENTINARIO, JR.
MICHAEL J. MORSE
JAMES P. WALSH

October 10, 2024

Secretary Kathy Blumenfeld
Department of Administration
PO Box 7864
Madison, WI 53707

**Re: City of Lake Geneva v. Village of Bloomfield, et al. (2024-CV-441)
Notification of Commencement of Action**

Dear Secretary Blumenfeld:

This letter is being provided to you as the Secretary for the Wisconsin Department of Administration pursuant to Wisconsin Statutes Section 66.0231 to serve as Notice of the Commencement of Action by the City of Lake Geneva against the Village of Bloomfield and Town of Bloomfield related to the Town and Village's initiation of boundary adjustment proceedings under Wisconsin Statutes Section 66.0301(6). I am an attorney of record for the City of Lake Geneva in the above referenced matter and authorized to provide this Notice pursuant to Wisconsin Statutes Section 66.0231.

Enclosed with this Notice are four (4) copies of the Summons, Complaint, and Amended Complaint that were filed with the Court initiating this action. This letter is being provided via certified mail, return receipt requested and also by electronic mail to doasecretarysoffice@wisconsin.gov.

Thank you for your time and attention to this matter. Please do not hesitate to contact me for any reason.

Regarding BDA10779

MUNICIPAL LAW & LITIGATION GROUP, S.C.
ARENZ, MOLTER, MACY, RIFFLE, LARSON & BITAR

RECEIVED
10/11/2024

Municipal Boundary Review
WI Dept. of Administration

**MUNICIPAL LAW & LITIGATION
GROUP, S.C.**

Attorneys for Plaintiff, City of Lake Geneva

By: /s/ Electronically signed by Lucas C. Logic

H. STANLEY RIFFLE

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FILED
07-30-2024
Walworth County
Clerk of Circuit Court
2024CV000441

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

CITY OF LAKE GENEVA,
626 Geneva Street,
Lake Geneva, WI 53147

Plaintiff,

v.

Case No. 24CV441
Case Code: 30701 & 30704

VILLAGE OF BLOOMFIELD,
N1100 Townhall Road,
P.O. Box 609,
Pell Lake, WI 53157

and,

TOWN OF BLOOMFIELD
N1100 Townhall Road,
P.O. Box 704,
Pell Lake, WI 53157

Defendants.

AMENDED COMPLAINT

Now comes the above-named Plaintiff, City of Lake Geneva (“City”), by its attorneys, MUNICIPAL LAW & LITIGATION GROUP, S.C., who hereby brings this Amended Complaint pursuant to Wis. Stat. §806.04 against the Defendants Village of Bloomfield and Town of Bloomfield and alleges as follows:

PARTIES

1. Plaintiff, the City of Lake Geneva (the “City”) is a city organized and existing under Wis. Stat. Chapter 63, and located in Walworth County, with principal offices located at 626 Geneva Street, Lake Geneva, Wisconsin 53147.

2. Defendant, Village of Bloomfield (the “Village”), is municipal corporation located in Walworth County, Wisconsin with its principal office at the Bloomfield Municipal Center, N1100 Townhall Road, Pell Lake, Wisconsin 53157, with a mailing address of P.O. Box 609.

3. Defendant, Town of Bloomfield (the “Town”), is an unincorporated municipality located in Walworth County, Wisconsin with its principal office located at the Bloomfield Municipal Center, N1100 Townhall Road, Pell Lake, Wisconsin, 53157 with a mailing address of P.O. Box 704.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to Wis. Stat. §806.04.

5. Venue of this action in Walworth County is proper pursuant to Wis. Stat. §801.50 as Walworth County is the county where the claim arose and where the property and territory at issue is located.

6. The Common Council of the City of Lake Geneva has authorized the commencement and prosecution of this action.

STATUTORY FRAMEWORK FOR INTERGOVERNMENTAL COOPERATION AGREEMENTS TO DETERMINE MUNICIPAL BOUNDARIES

7. Wis. Stat. §66.0301(6)(a) authorizes municipalities with immediately adjacent boundaries at any point to enter into an intergovernmental cooperation agreement to determine and set a common boundary line between the municipalities.

8. Under Wis. Stat. §66.0301(6)(a) an intergovernmental cooperation agreement may only include the provisions authorized under the same section, Wis. Stat. §66.0305 and those provisions specified in Wis. Stat. §66.0301(6)(a)1-5.

9. When an intergovernmental cooperation agreement is approved and runs its course, the boundaries determined by the agreement remain in effect until subsequently changed.

10. Wis. Stat. §66.0301(6)(c)1-2 impose certain procedural requirements before an intergovernmental cooperation agreement determining municipal boundaries may take effect, including holding of duly notice public hearings regarding the agreement, adoption of requisite resolutions by the governing body of each municipality, and referendum of electors residing in territory subject to jurisdictional change under the agreement.

11. Any boundary change under an intergovernmental cooperation agreement must be accomplished by enactment of an ordinance by the governing body designated to do so in the agreement and comply with filing and recording requirements, pursuant to Wis. Stat. §66.0301(6)(e).

FACTUAL BACKGROUND

12. The Village and Town are abutting municipalities that share adjacent, common boundary lines along certain portions of their respective boundaries.

13. The Town shares common boundary lines with the City.

14. The Village shares common boundary lines with the City.

15. Portions of Town lands are completely surrounded by lands located within the City.

The “Agreement”

16. The Village and the Town have entered into an Intergovernmental Cooperation Agreement Between the Town of Bloomfield and Village of Bloomfield” (the “Agreement”) pursuant to Wis. Stat. §66.0301(6), a copy of which is attached hereto as Exhibit A.

17. The Agreement was entered into, in part, to attempt to adjust the common boundary lines between the Village and Town as outlined in Section VI of the Agreement.

18. The effective date of the Agreement is May 20, 2024.

19. The City is not a party to the Agreement.

20. The City was not consulted or included in the planning or drafting of the Agreement and had no input on the same.

21. Under Section VI(b-e) of the Agreement, the Town and Village agreed to determine and alter the boundary lines of the Village and the Town.

22. Under Section VI(b) of the Agreement, a majority of the Town lands would be transferred and attached to the Village by altering the common boundary lines on or after the effective date of the Agreement, as depicted by Exhibit B of the Agreement (the "Initial Transfer").

23. Pursuant to the terms of the Agreement, after the Initial Transfer, remnant Town parcels remain Town parcels, including "island" parcels that do not share a common boundary line with the Village and are surrounded by land located within the City as depicted in Exhibit B of the Agreement.

24. Under Section VI(f) of the Agreement, if, within 60 days after the adoption of the initial ordinance altering the boundaries of the Town and Village, the owners of the remnant Town parcels have not initiated annexation proceedings to an adjoining municipality, or in the opinion of the Village, demonstrated a willingness and ability to remain an independent town, the Village could annex attach or annex the remnant parcels Town parcels to the Village.

25. Upon information and belief, it is not expected that the remnant Town parcels will initiate proceedings to annex to an adjoining municipality, such as the City.

26. Upon information and belief, the Village intends to make a determination that the Town has not demonstrated a willingness and ability to remain an independent Town.

27. Upon information and belief, the Village intends to attach or annex the remnant Town parcels into the Village's jurisdiction such that the Town will no longer retain any distinct individual parcels of land.

Standing

28. The City has a personal stake in the outcome of this action in that it has suffered, or is threatened with, an injury to special interests that are legally protectable, including the right to annex portions of the Town.

29. In particular, absent the Agreement, the City possesses extraterritorial plat approval rights within the unincorporated Town and is statutorily permitted to annex areas of the Town contiguous to it, which the Agreement would eliminate. By way of the Agreement, detachment is the only process by which the City can now expand. The Plan extinguishes all of those statutorily granted rights. Accordingly, the City has legally protectable interests that are adversely affected by the Agreement, and it therefore has standing.

FIRST CLAIM FOR RELIEF – DECLARATORY JUDGMENT AGAINST ALL DEFENDANTS: INTERGOVERNMENTAL AGREEMENT

30. The City realleges and incorporates by reference Paragraphs 1 – 29 above as fully set forth herein.

31. This action is timely commenced within 60 days of the effective date of the Agreement as required by Wis. Stat. §66.0301(6)(f).

32. The City is entitled to a declaration pursuant to Wis. Stat. §806.04 that the City must be a party to the Agreement under Wis. Stat. §66.0301(6).

33. The City is entitled to a declaration pursuant to Wis. Stat. §806.04 that the Agreement is void and not a valid intergovernmental agreement under Wis. Stat. §66.0301(6) because the City was not a party to the Agreement and therefore the Initial Transfer cannot occur.

34. The City is further entitled to a declaration pursuant to Wis. Stat. §806.04 that the Agreement is void and not a valid intergovernmental agreement under Wis. Stat. §66.0301(6) because the City was not a party to the Agreement and the subsequent transfers of Town lands (the

remnant Town parcels that do not share a common boundary line with Village lands), are not contiguous to the Village but are instead completely surrounded by the City's lands and therefore these subsequent transfers cannot occur.

**SECOND CLAIM FOR RELIEF – TEMPORARY AND PERMANENT INJUNCTIVE
RELIEF AGAINST ALL DEFENDANTS**

35. The City realleges and incorporates by reference Paragraphs 1 - 34 above as fully set forth herein.

36. The City will suffer and continue to suffer irreparable harm as a result of the Agreement by the Town and the Village and shall suffer further future harms under the terms of Agreement if the Agreement is allowed to stand.

37. Unless and until enjoined by order of the Court, the conduct of the Town and Village through the Agreement will continue to cause irreparable harm to the City.

38. The current and future harms expected to be suffered by the City will be difficult or impossible to compensate in money damages.

39. The City has no adequate remedy at law for the future harm it will suffer as a result of the wrongful conduct of the Town and Village under the Agreement.

40. The City is entitled to temporary injunctive relief enjoining any further actions under the scope of the Agreement and prohibiting the Town and Village from further altering, attaching, annexing, or otherwise changing their respective boundaries until this Court can rule on the City's request for a permanent injunction regarding the same.

PRAYER FOR RELIEF

WHEREFORE, the City demands that judgment be entered as follows:

1. Enjoining the execution, enactments, and any other action by the Village of Bloomfield and Town of Bloomfield from acting as contemplated and set forth in the

“Intergovernmental Cooperation Agreement Between the Town of Bloomfield and the Village of Bloomfield” or as otherwise related to the boundaries of the Village of Bloomfield and the Town of Bloomfield.

2. Declaring that the “Intergovernmental Cooperation Agreement Between the Town of; Bloomfield and the Village of Bloomfield” is invalid and does not comply with the requirements for such an Agreement pursuant to Wis. Stat. §66.0301(6).
3. Declaring that the boundaries of the Town of Bloomfield and Village of Bloomfield revert to their condition and location prior to the execution of the “Intergovernmental Cooperation Agreement Between the Town of Bloomfield and the Village of Bloomfield.”
4. Declaring that the City of Lake Geneva must be a party to the Intergovernmental Cooperation Agreement Between the Town of; Bloomfield and the Village of Bloomfield.”
5. Awarding the City their actual and necessary costs of prosecuting this action.
6. Ordering any other relief as the Court may deem just and equitable under the circumstances.

Dated this 30th day of July, 2024.

**MUNICIPAL LAW & LITIGATION
GROUP, S.C.**

Attorneys for Plaintiff, City of Lake Geneva

By: /s/ Electronically signed by Lucas C. Logic

H. STANLEY RIFFLE

State Bar No: 1012704

LUCAS C. LOGIC

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EXHIBIT A
COPY

**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 its 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,

EXHIBIT A

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. Term of Agreement. 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. Apportionments of Assets and Liabilities. 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

EXHIBIT A
COPY

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. Public Works. 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) Bloomfield Highlands. 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. Public Safety. 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.

EXHIBIT A

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

c. Refuse and Recycling Services. 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. Parks. 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. Administrative Employees and Staff. 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. Capital Expenditures. 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. Employees. At present, the Town Clerk-Treasurer is the only employee of the Town.

EXHIBIT A
COPY

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 follow 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

EXHIBIT A
COPY

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. Modification. 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. Third-Party Actions. 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.

EXHIBIT A

Dated: 5-20-24

VILLAGE OF BLOOMFIELD,

By: 
Daniel Aronson, PresidentDated: 5-20-24

TOWN OF BLOOMFIELD

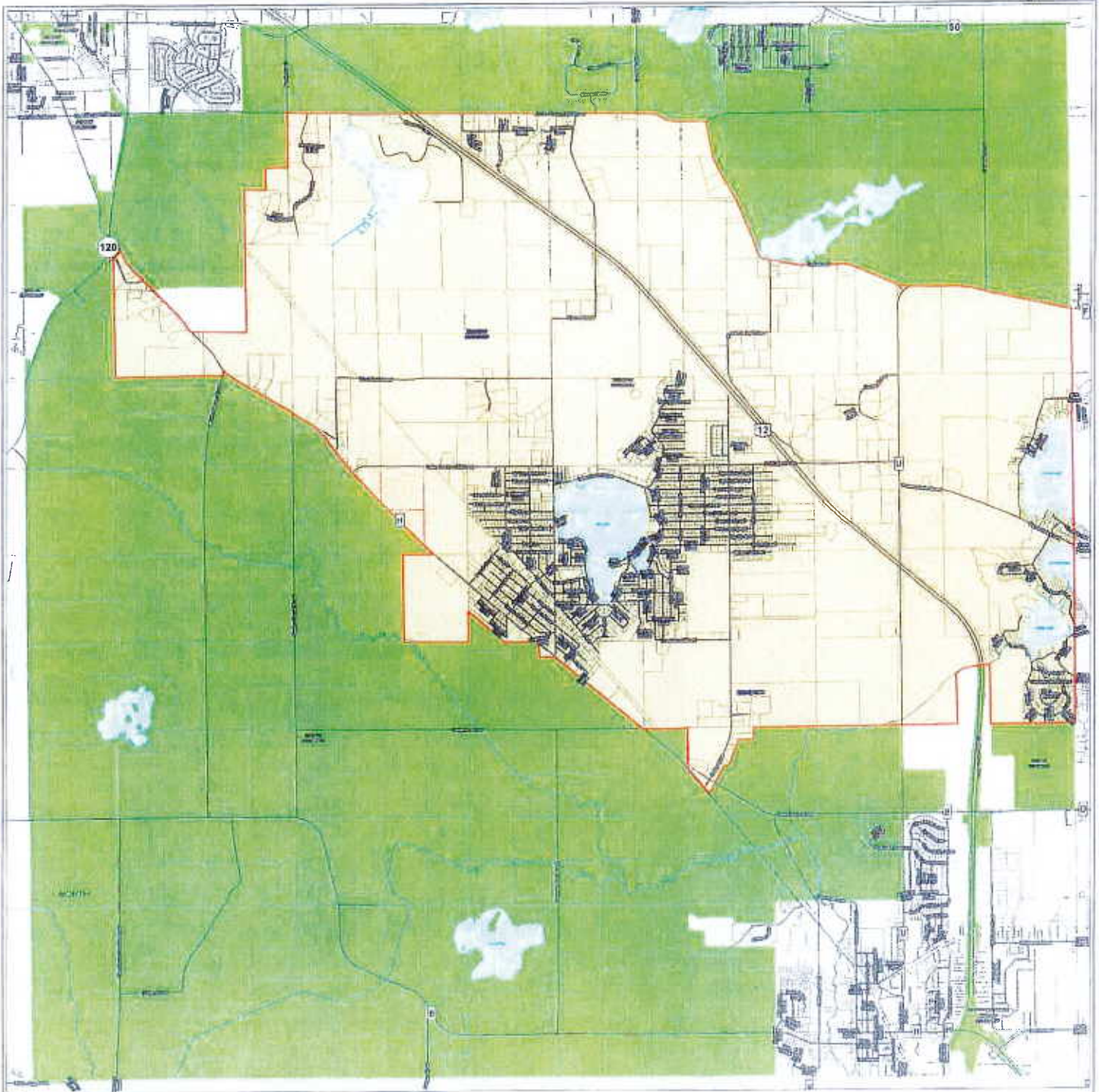
By: 
Sue Leedle, Chairperson

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

EXHIBIT A
COPY



Town and Village of Bloomfield

Exhibit A

- Village Boundary
- Village of Bloomfield
- Town of Bloomfield
- 7 County, State & Federal Roads

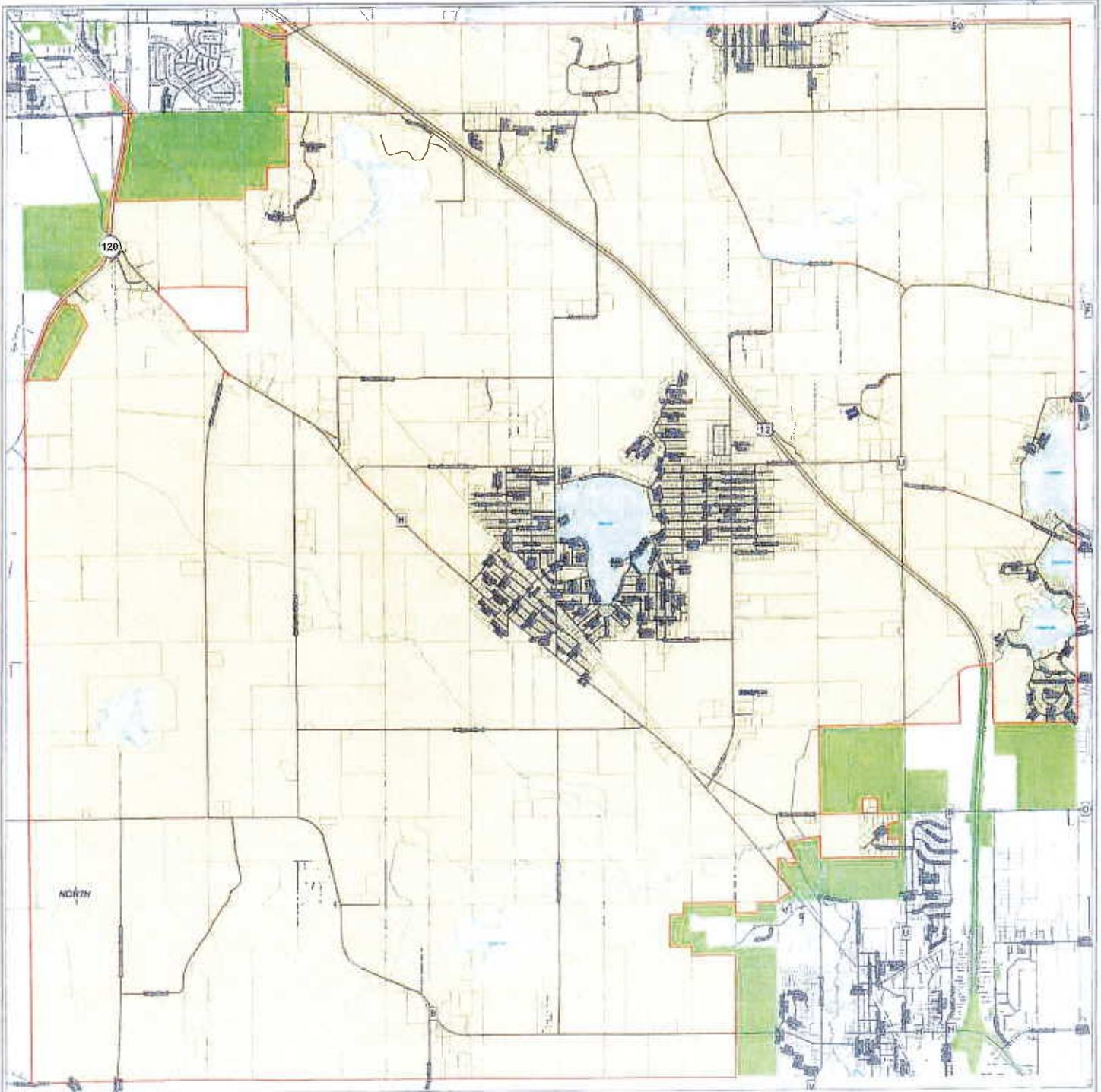
Bloomfield



kapur

DATE: 07/20/2024

EXHIBIT A
COPY



New Village of Bloomfield

Exhibit B

Bloomfield



EXHIBIT C
TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION

EXHIBIT A

Parcel Number

Parcel Number	Parcel Number	Parcel Number
All Town ROWs	MA172200001A	MA354900001
All Town Road Gaps	MA172200002	MA354900002
All Town Overlaps	MA173300001	MA358200001
MA 9200001	MA173300002	MA358200002
MA 24100001	MA175000001	MA358200003
MA 24100002	MA175000002	MA358200004
MA 29900001	MA175000003	MA387500001
MA 29900002	MA211200001	MA387500002
MA 30000001	MA219600001	MA387500003
MA 30000002	MA219600002	MA387500004
MA 33000001	MA219600003	MA388700002
MA 33600001	MA220100001	MA390400001
MA 34100001	MA222300001	MA393100001
MA 34100002	MA224300001	MA393100002
MA 39200001	MA224300003	MA395000001
MA 39500003	MA226400001	MA395000002
MA 39500004	MA226400002	MA395000003
MA 41100001	MA226400003	MA395900001
MA 44700001	MA226400004	MA395900002
MA 47400001	MA228000001	MA400700003
MA 47400002	MA234900001	MA401100001
MA 47400003	MA237300001	MA403400001
MA 47800001	MA237300002	MA431800001
MA 49600001	MA237300003	MA431800002
MA 55100001	MA237300004	MA437700001
MA 99300002	MA238900001	MA439000001
MA100200001	MA241000001	MA439000002
MA100200002	MA243500002	MA439800001
MA107000001	MA247600001	MA449200001
MA107000002	MA247600002	MA449200002
MA107000003	MA247700001	MA449900001
MA107000004	MA269200001	MA453300001
MA107900001	MA278400001	MA453300002
MA136900001	MA283300001	MA459700001
MA138400001	MA283300002	MA459700002
MA142900001	MA289100001	MA460500001
MA146100001	MA294000001	MA475400001
MA146100002	MA296700001	MA475400002
MA146100003	MA296700002	MA475500001
MA155200002	MA296700003	MA483500001
MA156700001	MA323500001	MA483500002
MA171000001	MA337400001	MA491000001
MA172200001	MA337400002	MA505000001

EXHIBIT C
TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION

EXHIBIT A

Parcel Number	Parcel Number	Parcel Number
MA508300001	MB 700002	MB 1800003
MA508300002	MB 700002A	MB 1800005
MA509500001	MB 700002B	MB 1800006
MA509500002	MB 700002C	MB 1900001
MA514400001	MB 700002E	MB 1900002
MA514500001	MB 700003	MB 1900003
MB 100001	MB 700005C	MB 1900004
MB 100002	MB 700005D	MB 1900005
MB 100003	MB 700005D2	MB 1900005A
MB 100004	MB 700005E	MB 1900007
MB 100005	MB 700006C	MB 2000001
MB 100006	MB 800005	MB 2000002
MB 100007	MB 800013	MB 2000003
MB 200001	MB 1100001	MB 2000003A
MB 200001A	MB 1100001A	MB 2000004
MB 200002	MB 1100002	MB 2000004A
MB 200002A	MB 1100003	MB 2000005
MB 200004	MB 1100003A	MB 2000006
MB 200005	MB 1100004B	MB 2000006A
MB 200006	MB 1100004D	MB 2000007
MB 200007	MB 1100004E	MB 2000007A
MB 200008	MB 1200001	MB 2100001
MB 300002	MB 1200002	MB 2100004A
MB 300002A	MB 1200003A	MB 2100005
MB 300002B	MB 1200005	MB 2100006
MB 300002C	MB 1200005A	MB 2100007
MB 300002D	MB 1200012	MB 2100007C
MB 300003	MB 1600006	MB 2200002
MB 300003A	MB 1700007	MB 2200002B
MB 300003B	MB 1700007A	MB 2600001A
MB 300010	MB 1700008	MB 2600003
MB 300012A1	MB 1700010	MB 2600003A
MB 300013	MB 1700010A	MB 2600003B
MB 300014	MB 1700011	MB 2600004
MB 400002	MB 1700011B	MB 2600004A
MB 400003	MB 1700011E	MB 2600004B
MB 400003B	MB 1700012	MB 2600005B
MB 400003C	MB 1700013	MB 2600005C
MB 500001	MB 1700014	MB 2600005D
MB 500002	MB 1700015	MB 2600005E
MB 500002A	MB 1800001	MB 2600005F
MB 500010	MB 1800002	MB 2600006A
MB 700001	MB 1800002A	MB 2600006B

EXHIBIT C
TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION

EXHIBIT A
COPY

Parcel Number	Parcel Number	Parcel Number
MB 2600006C	MB 2900007	MB 3300015
MB 2600006D	MB 2900007A	MB 3300016
MB 2600008	MB 2900007B	MB 3300017
MB 2600008A1	MB 2900008A	MB 3300018
MB 2600010	MB 2900008B	MB 3400001A
MB 2700001C	MB 2900008C	MB 3400001C
MB 2700002	MB 2900008D	MB 3400002
MB 2700002A	MB 2900009	MB 3400002A
MB 2700002C	MB 3000001	MB 3400003
MB 2700004	MB 3000002	MB 3400003A
MB 2700004A	MB 3000003	MB 3400004
MB 2700005	MB 3000003A	MB 3400005
MB 2700005A	MB 3000003B	MB 3400006
MB 2700005B	MB 3000004	MB 3500001
MB 2700005C	MB 3000005	MBH 00001
MB 2700006	MB 3000006	MBH 00002
MB 2700007	MB 3000007	MBH 00003
MB 2700008	MB 3100001	MBH 00004
MB 2700008A	MB 3100001A	MBH 00005
MB 2700009	MB 3100001B	MBH 00006
MB 2700009A	MB 3100002	MBH 00007
MB 2800001A	MB 3100003	MBH 00008
MB 2800001B	MB 3200001	MBH 00009
MB 2800001C	MB 3200001A	MBH 00010
MB 2800001D	MB 3200001B	MBH 00011
MB 2800002	MB 3200002	MBH 00012
MB 2800003	MB 3200002A	MBH 00013
MB 2800004	MB 3200003	MBH 00014
MB 2800004A	MB 3200004	MBH 00015
MB 2800004B	MB 3300001	MBH 00016
MB 2800005	MB 3300002	MBH 00017
MB 2800006	MB 3300002A	MBH 00018
MB 2800007	MB 3300003	MBH 00019
MB 2800007A	MB 3300003B	MBH 00020
MB 2800007B	MB 3300004	MBH 00021
MB 2900001	MB 3300005	MBH 00022
MB 2900001A	MB 3300006B	MBH 00023
MB 2900003	MB 3300007	MBH 00024
MB 2900004	MB 3300008A	MBH 00025
MB 2900004A	MB 3300009	MGDW 00001
MB 2900005	MB 3300012	MGDW 00003
MB 2900005A	MB 3300013	MGDW 00004
MB 2900006	MB 3300014	MGDW 00005

EXHIBIT C
TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION

EXHIBIT A

Parcel Number	Parcel Number	Parcel Number
MGDW 00006	MIR 00030	MIR 00087
MGDW 00007	MIR 00031	MIR 00088
MGDW 00008	MIR 00032	MIR 00089
MGDW 00009	MIR 00033	MIR 00090
MGDW 00010	MIR 00035	MIR 00092
MGDW 00011	MIR 00036	MIR 00093
MGDW 00012	MIR 00037	MIR 00094
MGDW 00013	MIR 00038	MIR 00095
MGDW 00014	MIR 00040	MIR 00096
MGDW 00015	MIR 00041	MIR 00097
MGDW 00016	MIR 00042	MIR 00098
MGDW 00018	MIR 00043	MIR 00102
MGDW 00019	MIR 00044	MIR 00103
MGDW 00020	MIR 00045	MIR 00105
MGDW 00021	MIR 00046	MIR 00106
MGDW 00022	MIR 00047	MIR 00108
MGDW 00024	MIR 00048	MIR 00109
MGDW 00025	MIR 00049	MIR 00110
MGDW 00026	MIR 00050	MIR 00111
MGDW 00027	MIR 00051	MIR 00112
MGDW 00028	MIR 00052	MIR 00113
MGDW 00029	MIR 00053	MIR 00116
MGDW 00030	MIR 00054	MIR 00119
MIR 00001	MIR 00055	MIR 00120
MIR 00002	MIR 00057	MIR 00124
MIR 00003	MIR 00058	MIR 00125
MIR 00004	MIR 00060	MIR 00126
MIR 00005	MIR 00061	MIR 00128
MIR 00006	MIR 00062	MIR 00129
MIR 00007	MIR 00063	MIR 00132
MIR 00008	MIR 00065	MIR 00134
MIR 00010	MIR 00066	MIR 00135
MIR 00011	MIR 00068	MIR 00136
MIR 00012	MIR 00069	MIR 00137
MIR 00014	MIR 00072	MIR 00141
MIR 00015	MIR 00074	MIR 00142
MIR 00016	MIR 00075	MIR 00143
MIR 00017	MIR 00076	MIR 00144
MIR 00018	MIR 00079	MIR 00145
MIR 00019	MIR 00082	MIR 00146
MIR 00023	MIR 00083	MIR 00148
MIR 00025	MIR 00084	MIR 00150
MIR 00029	MIR 00086	MIR 00151

EXHIBIT C
TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION

EXHIBIT A

Parcel Number

Parcel Number	Parcel Number	Parcel Number
MIR 00152	MIR 00211	MIR 00277
MIR 00154	MIR 00212	MIR 00278
MIR 00155	MIR 00213	MIR 00279
MIR 00156	MIR 00217	MIR 00280
MIR 00158	MIR 00220	MIR 00282
MIR 00159	MIR 00222	MIR 00284
MIR 00160	MIR 00225	MIR 00285
MIR 00162	MIR 00227	MIR 00286
MIR 00163	MIR 00228	MIR 00287
MIR 00165	MIR 00229	MIR 00288
MIR 00166	MIR 00230	MIR 00290
MIR 00168	MIR 00231	MIR 00291
MIR 00170	MIR 00234	MIR 00292
MIR 00171	MIR 00235	MIR 00295
MIR 00172	MIR 00238	MIR 00296
MIR 00174	MIR 00239	MIR 00299
MIR 00175	MIR 00240	MIR 00300
MIR 00178	MIR 00241	MIR 00301
MIR 00179	MIR 00242	MIR 00304
MIR 00181	MIR 00243	MIR 00305
MIR 00184	MIR 00246	MIR 00306
MIR 00185	MIR 00247	MIR 00307
MIR 00186	MIR 00250	MIR 00308
MIR 00188	MIR 00251	MIR 00309
MIR 00189	MIR 00252	MIR 00310
MIR 00190	MIR 00253	MIR 00312
MIR 00192	MIR 00254	MIR 00314
MIR 00193	MIR 00255	MIR 00315
MIR 00194	MIR 00256	MIR 00316
MIR 00195	MIR 00257	MIR 00318
MIR 00197	MIR 00259	MIR 00319
MIR 00198	MIR 00260	MIR 00322
MIR 00199	MIR 00262	MIR 00323
MIR 00199A	MIR 00263	MIR 00324
MIR 00200	MIR 00265	MIR 00327
MIR 00201	MIR 00267	MIR 00328
MIR 00202	MIR 00268	MIR 00329
MIR 00203	MIR 00269	MIR 00330
MIR 00203A	MIR 00270	MIR 00332
MIR 00206	MIR 00271	MIR 00333
MIR 00207	MIR 00273	MIR 00334
MIR 00209	MIR 00275	MIR 00335
MIR 00210	MIR 00276	MIR 00337

EXHIBIT C
TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION

EXHIBIT A

Parcel Number	Parcel Number	Parcel Number
MIR 00339	MIR 00405	MIR 00457
MIR 00340	MIR 00406	MIR 00458
MIR 00343	MIR 00407	MIR 00459
MIR 00344	MIR 00408	MIR 00461
MIR 00346	MIR 00409	MIR 00463
MIR 00349	MIR 00410	MIR 00465
MIR 00350	MIR 00412	MIR 00467
MIR 00351	MIR 00413	MIR 00468
MIR 00352	MIR 00415	MTU 00001
MIR 00353	MIR 00416	MTU 00002
MIR 00354	MIR 00417	MTU 00003
MIR 00356	MIR 00419	MTU 00004
MIR 00357	MIR 00421	MTU 00005
MIR 00358	MIR 00422	MTU 00006
MIR 00359	MIR 00422A	MTU 00007
MIR 00360	MIR 00423	MTU 00008
MIR 00361	MIR 00424	MTU 00009
MIR 00362	MIR 00425	MTU 00010
MIR 00364	MIR 00426	MTU 00011
MIR 00366	MIR 00428	MTU 00012
MIR 00367	MIR 00430	MTU 00013
MIR 00370	MIR 00431	MTU 00014
MIR 00372	MIR 00432	MTU 00015
MIR 00374	MIR 00433	MTU 00016
MIR 00376	MIR 00434	MTU 00017
MIR 00377	MIR 00435	MTU 00018
MIR 00378	MIR 00436	MTU 00019
MIR 00380	MIR 00437	MTU 00020
MIR 00384	MIR 00439	MTU 00021
MIR 00387	MIR 00440	MTU 00022
MIR 00388	MIR 00441	MTU 00023
MIR 00389	MIR 00443	MTU 00024
MIR 00390	MIR 00445	MTU 00025
MIR 00391	MIR 00446	MTU2 00001
MIR 00392	MIR 00448	MTU2 00002
MIR 00394	MIR 00449	MTU2 00003
MIR 00397	MIR 00450	MTU2 00015
MIR 00398	MIR 00451	
MIR 00399	MIR 00452	
MIR 00401	MIR 00453	
MIR 00402	MIR 00454	
MIR 00403	MIR 00455	
MIR 00404	MIR 00456	

**EXHIBIT D
TOWN REMNANT****EXHIBIT A
COPY**

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	

FILED
07-18-2024
Walworth County
Clerk of Circuit Court
2024CV000441
Honorable Phillip A. Koss
Branch 1

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

CITY OF LAKE GENEVA,
626 Geneva Street,
Lake Geneva, WI 53147

Plaintiff,

v.

Case No. _____
Case Code: 30701 & 30704

VILLAGE OF BLOOMFIELD,
N1100 Townhall Road,
P.O. Box 609,
Pell Lake, WI 53157

and,

TOWN OF BLOOMFIELD
N1100 Townhall Road,
P.O. Box 704,
Pell Lake, WI 53157

Defendants.

SUMMONS

STATE OF WISCONSIN:

To each entity named above as Defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to or electronically filed with the Court, whose address is 1800 County Road NN, Elkhorn, Wisconsin 53121, and to plaintiffs' attorneys, Municipal Law & Litigation Group, S.C.,

whose address is 730 N. Grand Avenue, Waukesha, Wisconsin 53186. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated this 18th day of July, 2024.

**MUNICIPAL LAW & LITIGATION
GROUP, S.C.**

Attorneys for Plaintiff, City of Lake Geneva

By: /s/ Electronically signed by Lucas C. Logic

H. STANLEY RIFFLE

State Bar No: 1012704

LUCAS C. LOGIC

State Bar No: 1115461

730 N. Grand Avenue

Waukesha, WI 53186

O: (262) 548-1340

F: (262) 548-9211

E: sriffle@ammr.net

llogic@ammr.net

FILED
07-18-2024
Walworth County
Clerk of Circuit Court
2024CV000441
Honorable Phillip A. Koss
Branch 1

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

CITY OF LAKE GENEVA,
626 Geneva Street,
Lake Geneva, WI 53147

Plaintiff,

v.

Case No. _____
Case Code: 30701 & 30704

VILLAGE OF BLOOMFIELD,
N1100 Townhall Road,
P.O. Box 609,
Pell Lake, WI 53157

and,

TOWN OF BLOOMFIELD
N1100 Townhall Road,
P.O. Box 704,
Pell Lake, WI 53157

Defendants.

COMPLAINT

Now comes the above-named Plaintiff, City of Lake Geneva (“City”), by its attorneys, MUNICIPAL LAW & LITIGATION GROUP, S.C., who hereby brings this Complaint pursuant to Wis. Stat. §806.04 against the Defendants Village of Bloomfield and Town of Bloomfield and alleges as follows:

PARTIES

1. Plaintiff, the City of Lake Geneva (the “City”) is a city organized and existing under Wis. Stat. Chapter 63, and located in Walworth County, with principal offices located at 626 Geneva Street, Lake Geneva, Wisconsin 53147.

2. Defendant, Village of Bloomfield (the “Village”), is municipal corporation located in Walworth County, Wisconsin with its principal office at the Bloomfield Municipal Center, N1100 Townhall Road, Pell Lake, Wisconsin 53157, with a mailing address of P.O. Box 609.

3. Defendant, Town of Bloomfield (the “Town”), is an unincorporated municipality located in Walworth County, Wisconsin with its principal office located at the Bloomfield Municipal Center, N1100 Townhall Road, Pell Lake, Wisconsin, 53157 with a mailing address of P.O. Box 704.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to Wis. Stat. §806.04.

5. Venue of this action in Walworth County is proper pursuant to Wis. Stat. §801.50 as Walworth County is the county where the claim arose and where the property and territory at issue is located.

6. The Common Council of the City of Lake Geneva has authorized the commencement and prosecution of this action.

STATUTORY FRAMEWORK FOR INTERGOVERNMENTAL COOPERATION AGREEMENTS TO DETERMINE MUNICIPAL BOUNDARIES

7. Wis. Stat. §66.0301(6)(a) authorizes municipalities with immediately adjacent boundaries at any point to enter into an intergovernmental cooperation agreement to determine and set a common boundary line between the municipalities.

8. Under Wis. Stat. §66.0301(6)(a) an intergovernmental cooperation agreement may only include the provisions authorized under the same section, Wis. Stat. §66.0305 and those provisions specified in Wis. Stat. §66.0301(6)(a)1-5.

9. When an intergovernmental cooperation agreement is approved and runs its course, the boundaries determined by the agreement remain in effect until subsequently changed.

10. Wis. Stat. §66.0301(6)(c)1-2 impose certain procedural requirements before an intergovernmental cooperation agreement determining municipal boundaries may take effect, including holding of duly notice public hearings regarding the agreement, adoption of requisite resolutions by the governing body of each municipality, and referendum of electors residing in territory subject to jurisdictional change under the agreement.

11. Any boundary change under an intergovernmental cooperation agreement must be accomplished by enactment of an ordinance by the governing body designated to do so in the agreement and comply with filing and recording requirements, pursuant to Wis. Stat. §66.0301(6)(e).

FACTUAL BACKGROUND

12. The Village and Town are abutting municipalities that share adjacent, common boundary lines along certain portions of their respective boundaries.

13. The Town shares common boundary lines with the City.

14. The Village shares common boundary lines with the City.

15. Portions of Town lands are completely surrounded by lands located within the City.

The “Agreement”

16. The Village and the Town have entered into an Intergovernmental Cooperation Agreement Between the Town of Bloomfield and Village of Bloomfield” (the “Agreement”) pursuant to Wis. Stat. §66.0301(6), a copy of which is attached hereto as Exhibit A.

17. The Agreement was entered into, in part, to attempt to adjust the common boundary lines between the Village and Town as outlined in Section VI of the Agreement.

18. The effective date of the Agreement is May 20, 2024.

19. The City is not a party to the Agreement.

20. The City was not consulted or included in the planning or drafting of the Agreement and had no input on the same.

21. Under Section VI(b-e) of the Agreement, the Town and Village agreed to determine and alter the boundary lines of the Village and the Town.

22. Under Section VI(b) of the Agreement, a majority of the Town lands would be transferred and attached to the Village by altering the common boundary lines on or after the effective date of the Agreement, as depicted by Exhibit B of the Agreement (the “Initial Transfer”).

23. Pursuant to the terms of the Agreement, after the Initial Transfer, remnant Town parcels remain Town parcels, including “island” parcels that do not share a common boundary line with the Village and are surrounded by land located within the City as depicted in Exhibit B of the Agreement.

24. Under Section VI(f) of the Agreement, if, within 60 days after the adoption of the initial ordinance altering the boundaries of the Town and Village, the owners of the remnant Town parcels have not initiated annexation proceedings to an adjoining municipality, or in the opinion of the Village, demonstrated a willingness and ability to remain an independent town, the Village could annex attach or annex the remnant parcels Town parcels to the Village.

25. Upon information and belief, it is not expected that the remnant Town parcels will initiate proceedings to annex to an adjoining municipality, such as the City.

26. Upon information and belief, the Village intends to make a determination that the Town has not demonstrated a willingness and ability to remain an independent Town.

27. Upon information and belief, the Village intends to attach or annex the remnant Town parcels into the Village’s jurisdiction such that the Town will no longer retain any distinct individual parcels of land.

Standing

28. The City has a personal stake in the outcome of this action in that it has suffered, or is threatened with, an injury to special interests that are legally protectable, including the right to annex portions of the Town.

29. In particular, absent the Agreement, the City possesses extraterritorial zoning rights and extraterritorial plat approval rights within the unincorporated Town and is statutorily permitted to annex areas of the Town contiguous to it, which the Agreement would eliminate. By way of the Agreement, detachment is the only process by which the City can now expand. The Plan extinguishes all of those statutorily granted rights. Accordingly, the City has legally protectable interests that are adversely affected by the Agreement, and it therefore has standing.

FIRST CLAIM FOR RELIEF – DECLARATORY JUDGMENT AGAINST ALL DEFENDANTS: INTERGOVERNMENTAL AGREEMENT

30. The City realleges and incorporates by reference Paragraphs 1 – 29 above as fully set forth herein.

31. This action is timely commenced within 60 days of the effective date of the Agreement as required by Wis. Stat. §66.0301(6)(f).

32. The City is entitled to a declaration pursuant to Wis. Stat. §806.04 that the City must be a party to the Agreement under Wis. Stat. §66.0301(6).

33. The City is entitled to a declaration pursuant to Wis. Stat. §806.04 that the Agreement is void and not a valid intergovernmental agreement under Wis. Stat. §66.0301(6) because the City was not a party to the Agreement and therefore the Initial Transfer cannot occur.

34. The City is further entitled to a declaration pursuant to Wis. Stat. §806.04 that the Agreement is void and not a valid intergovernmental agreement under Wis. Stat. §66.0301(6) because the City was not a party to the Agreement and the subsequent transfers of Town lands (the

remnant Town parcels that do not share a common boundary line with Village lands), are not contiguous to the Village but are instead completely surrounded by the City's lands and therefore these subsequent transfers cannot occur.

**SECOND CLAIM FOR RELIEF – TEMPORARY AND PERMANENT INJUNCTIVE
RELIEF AGAINST ALL DEFENDANTS**

35. The City realleges and incorporates by reference Paragraphs 1 - 34 above as fully set forth herein.

36. The City will suffer and continue to suffer irreparable harm as a result of the Agreement by the Town and the Village and shall suffer further future harms under the terms of Agreement if the Agreement is allowed to stand.

37. Unless and until enjoined by order of the Court, the conduct of the Town and Village through the Agreement will continue to cause irreparable harm to the City.

38. The current and future harms expected to be suffered by the City will be difficult or impossible to compensate in money damages.

39. The City has no adequate remedy at law for the future harm it will suffer as a result of the wrongful conduct of the Town and Village under the Agreement.

40. The City is entitled to temporary injunctive relief enjoining any further actions under the scope of the Agreement and prohibiting the Town and Village from further altering, attaching, annexing, or otherwise changing their respective boundaries until this Court can rule on the City's request for a permanent injunction regarding the same.

PRAYER FOR RELIEF

WHEREFORE, the City demands that judgment be entered as follows:

1. Enjoining the execution, enactments, and any other action by the Village of Bloomfield and Town of Bloomfield from acting as contemplated and set forth in the

- “Intergovernmental Cooperation Agreement Between the Town of Bloomfield and the Village of Bloomfield” or as otherwise related to the boundaries of the Village of Bloomfield and the Town of Bloomfield.
2. Declaring that the “Intergovernmental Cooperation Agreement Between the Town of; Bloomfield and the Village of Bloomfield” is invalid and does not comply with the requirements for such an Agreement pursuant to Wis. Stat. §66.0301(6).
 3. Declaring that the boundaries of the Town of Bloomfield and Village of Bloomfield revert to their condition and location prior to the execution of the “Intergovernmental Cooperation Agreement Between the Town of Bloomfield and the Village of Bloomfield.”
 4. Declaring that the City of Lake Geneva must be a party to the Intergovernmental Cooperation Agreement Between the Town of; Bloomfield and the Village of Bloomfield.”
 5. Awarding the City their actual and necessary costs of prosecuting this action.
 6. Ordering any other relief as the Court may deem just and equitable under the circumstances.

Dated this 18th day of July, 2024.

**MUNICIPAL LAW & LITIGATION
GROUP, S.C.**

Attorneys for Plaintiff, City of Lake Geneva

By: /s/ Electronically signed by Lucas C. Logic

H. STANLEY RIFFLE

State Bar No: 1012704

LUCAS C. LOGIC

State Bar No: 1115461

730 N. Grand Avenue

Waukesha, WI 53186

O: (262) 548-1340

F: (262) 548-9211

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llogic@ammr.net

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**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 its 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. Term of Agreement. 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. Apportionments of Assets and Liabilities. 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

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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. Public Works. 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) Bloomfield Highlands. 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. Public Safety. 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. Refuse and Recycling Services. 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. Parks. 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. Administrative Employees and Staff. 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. Capital Expenditures. 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. Employees. At present, the Town Clerk-Treasurer is the only employee of the Town.

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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

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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. Modification. 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. Third-Party Actions. 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,

By: 
Daniel Aronson, President

Dated: 5-20-24

TOWN OF BLOOMFIELD

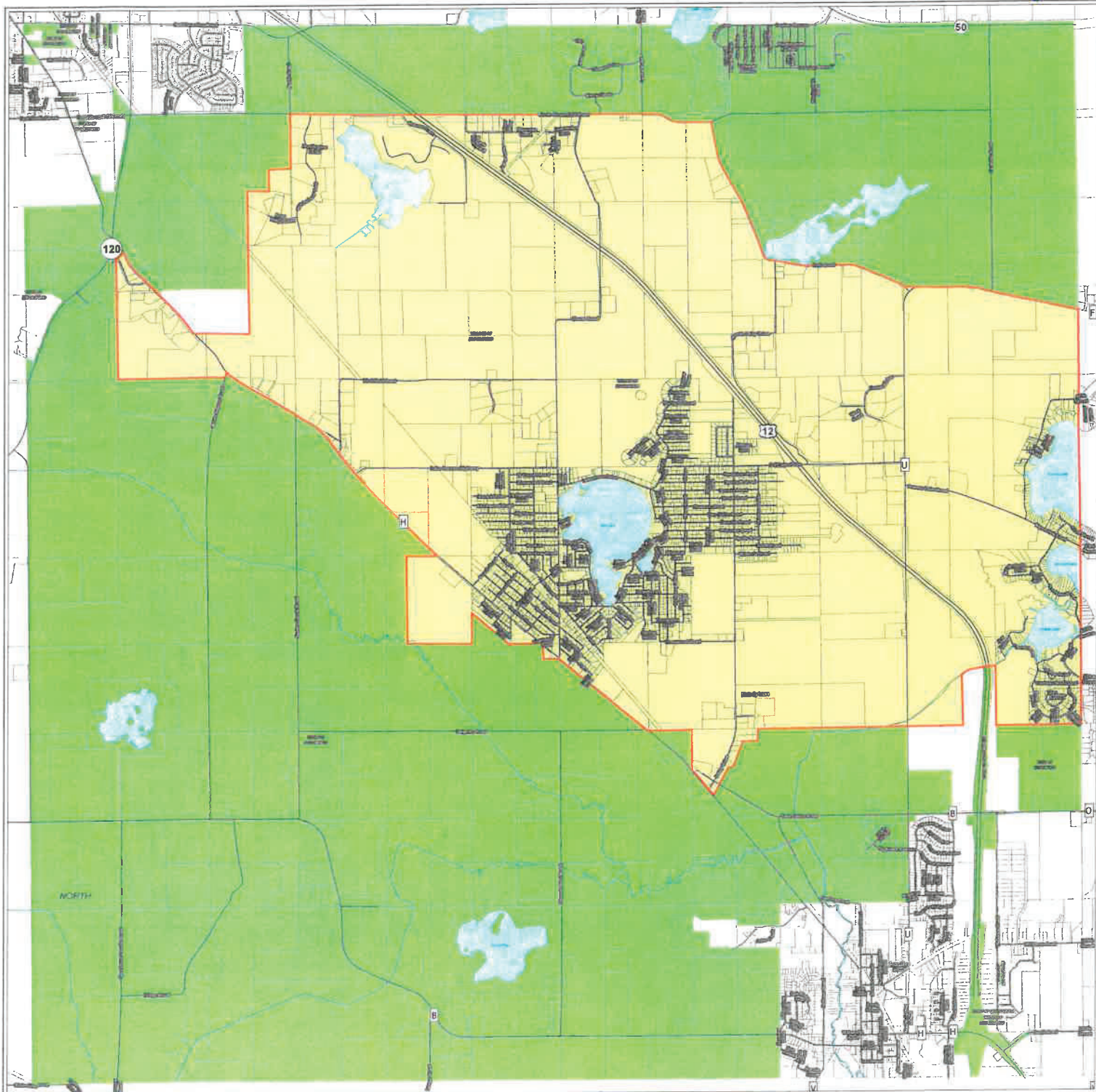
By: 
Sue Leedle, Chairperson

Drafted by:

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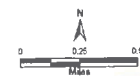


Town and Village of Bloomfield

Exhibit A

- Village Boundary
- Village of Bloomfield
- Town of Bloomfield
- Geneva City/Lake Geneva Parcels

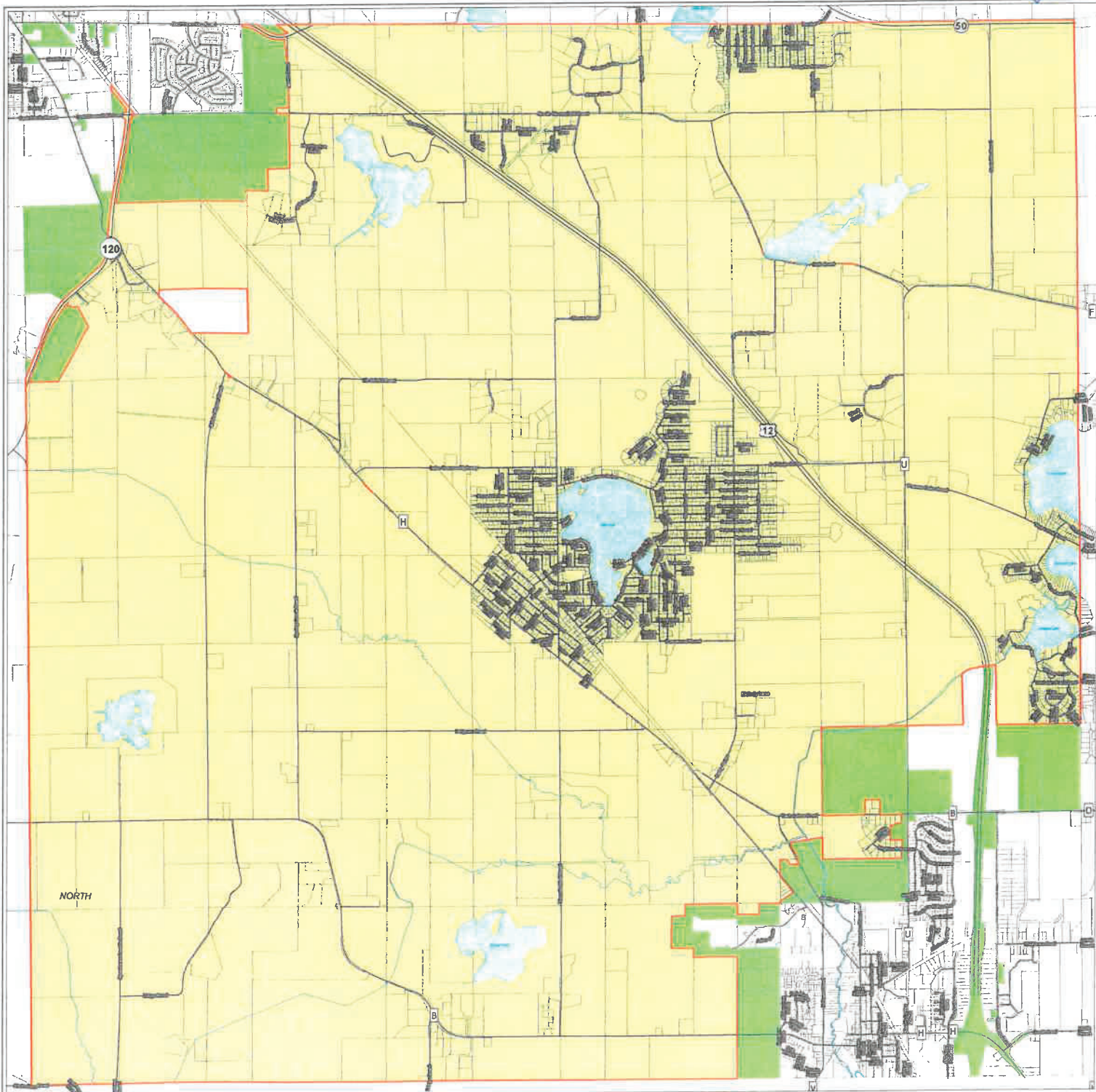
Bloomfield



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Date: 5/20/2024

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New Village of Bloomfield

Exhibit B

- ▭ Village Boundary
- Village of Bloomfield
- Town of Bloomfield
- Genoa City/Lake Geneva Parcels

Bloomfield



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Data: 5/20/2024

EXHIBIT C**TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION****COPY**

Parcel Number	Parcel Number	Parcel Number
All Town ROWs	MA172200001A	MA354900001
All Town Road Gaps	MA172200002	MA354900002
All Town Overlaps	MA173300001	MA358200001
MA 9200001	MA173300002	MA358200002
MA 24100001	MA175000001	MA358200003
MA 24100002	MA175000002	MA358200004
MA 29900001	MA175000003	MA387500001
MA 29900002	MA211200001	MA387500002
MA 30000001	MA219600001	MA387500003
MA 30000002	MA219600002	MA387500004
MA 33000001	MA219600003	MA388700002
MA 33600001	MA220100001	MA390400001
MA 34100001	MA222300001	MA393100001
MA 34100002	MA224300001	MA393100002
MA 39200001	MA224300003	MA395000001
MA 39500003	MA226400001	MA395000002
MA 39500004	MA226400002	MA395000003
MA 41100001	MA226400003	MA395900001
MA 44700001	MA226400004	MA395900002
MA 47400001	MA228000001	MA400700003
MA 47400002	MA234900001	MA401100001
MA 47400003	MA237300001	MA403400001
MA 47800001	MA237300002	MA431800001
MA 49600001	MA237300003	MA431800002
MA 55100001	MA237300004	MA437700001
MA 99300002	MA238900001	MA439000001
MA100200001	MA241000001	MA439000002
MA100200002	MA243500002	MA439800001
MA107000001	MA247600001	MA449200001
MA107000002	MA247600002	MA449200002
MA107000003	MA247700001	MA449900001
MA107000004	MA269200001	MA453300001
MA107900001	MA278400001	MA453300002
MA136900001	MA283300001	MA459700001
MA138400001	MA283300002	MA459700002
MA142900001	MA289100001	MA460500001
MA146100001	MA294000001	MA475400001
MA146100002	MA296700001	MA475400002
MA146100003	MA296700002	MA475500001
MA155200002	MA296700003	MA483500001
MA156700001	MA323500001	MA483500002
MA171000001	MA337400001	MA491000001
MA172200001	MA337400002	MA505000001

EXHIBIT C**TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION**

Parcel Number	Parcel Number	Parcel Number
MA508300001	MB 700002	MB 1800003
MA508300002	MB 700002A	MB 1800005
MA509500001	MB 700002B	MB 1800006
MA509500002	MB 700002C	MB 1900001
MA514400001	MB 700002E	MB 1900002
MA514500001	MB 700003	MB 1900003
MB 100001	MB 700005C	MB 1900004
MB 100002	MB 700005D	MB 1900005
MB 100003	MB 700005D2	MB 1900005A
MB 100004	MB 700005E	MB 1900007
MB 100005	MB 700006C	MB 2000001
MB 100006	MB 800005	MB 2000002
MB 100007	MB 800013	MB 2000003
MB 200001	MB 1100001	MB 2000003A
MB 200001A	MB 1100001A	MB 2000004
MB 200002	MB 1100002	MB 2000004A
MB 200002A	MB 1100003	MB 2000005
MB 200004	MB 1100003A	MB 2000006
MB 200005	MB 1100004B	MB 2000006A
MB 200006	MB 1100004D	MB 2000007
MB 200007	MB 1100004E	MB 2000007A
MB 200008	MB 1200001	MB 2100001
MB 300002	MB 1200002	MB 2100004A
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MB 300002C	MB 1200005A	MB 2100007
MB 300002D	MB 1200012	MB 2100007C
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MB 300003A	MB 1700007	MB 2200002B
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MB 400002	MB 1700011B	MB 2600004A
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MB 500002	MB 1700015	MB 2600005E
MB 500002A	MB 1800001	MB 2600005F
MB 500010	MB 1800002	MB 2600006A
MB 700001	MB 1800002A	MB 2600006B

EXHIBIT C**TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION**

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Parcel Number	Parcel Number	Parcel Number
MB 2600006C	MB 2900007	MB 3300015
MB 2600006D	MB 2900007A	MB 3300016
MB 2600008	MB 2900007B	MB 3300017
MB 2600008A1	MB 2900008A	MB 3300018
MB 2600010	MB 2900008B	MB 3400001A
MB 2700001C	MB 2900008C	MB 3400001C
MB 2700002	MB 2900008D	MB 3400002
MB 2700002A	MB 2900009	MB 3400002A
MB 2700002C	MB 3000001	MB 3400003
MB 2700004	MB 3000002	MB 3400003A
MB 2700004A	MB 3000003	MB 3400004
MB 2700005	MB 3000003A	MB 3400005
MB 2700005A	MB 3000003B	MB 3400006
MB 2700005B	MB 3000004	MBH 00001
MB 2700005C	MB 3000005	MBH 00002
MB 2700006	MB 3000006	MBH 00003
MB 2700007	MB 3000007	MBH 00004
MB 2700008	MB 3100001	MBH 00005
MB 2700008A	MB 3100001A	MBH 00006
MB 2700009	MB 3100001B	MBH 00007
MB 2700009A	MB 3100002	MBH 00008
MB 2800001A	MB 3100003	MBH 00009
MB 2800001B	MB 3200001	MBH 00010
MB 2800001C	MB 3200001A	MBH 00011
MB 2800001D	MB 3200001B	MBH 00012
MB 2800002	MB 3200002	MBH 00013
MB 2800003	MB 3200002A	MBH 00014
MB 2800004	MB 3200003	MBH 00015
MB 2800004A	MB 3200004	MBH 00016
MB 2800004B	MB 3300001	MBH 00017
MB 2800005	MB 3300002	MBH 00018
MB 2800006	MB 3300002A	MBH 00019
MB 2800007	MB 3300003	MBH 00020
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MB 2800007B	MB 3300004	MBH 00022
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MB 2900004A	MB 3300009	MGDW 00003
MB 2900005	MB 3300012	MGDW 00004
MB 2900005A	MB 3300013	MGDW 00005
MB 2900006	MB 3300014	

EXHIBIT C**TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION**

Parcel Number	Parcel Number	Parcel Number
MGDW 00006	MIR 00030	MIR 00087
MGDW 00007	MIR 00031	MIR 00088
MGDW 00008	MIR 00032	MIR 00089
MGDW 00009	MIR 00033	MIR 00090
MGDW 00010	MIR 00035	MIR 00092
MGDW 00011	MIR 00036	MIR 00093
MGDW 00012	MIR 00037	MIR 00094
MGDW 00013	MIR 00038	MIR 00095
MGDW 00014	MIR 00040	MIR 00096
MGDW 00015	MIR 00041	MIR 00097
MGDW 00016	MIR 00042	MIR 00098
MGDW 00018	MIR 00043	MIR 00102
MGDW 00019	MIR 00044	MIR 00103
MGDW 00020	MIR 00045	MIR 00105
MGDW 00021	MIR 00046	MIR 00106
MGDW 00022	MIR 00047	MIR 00108
MGDW 00024	MIR 00048	MIR 00109
MGDW 00025	MIR 00049	MIR 00110
MGDW 00026	MIR 00050	MIR 00111
MGDW 00027	MIR 00051	MIR 00112
MGDW 00028	MIR 00052	MIR 00113
MGDW 00029	MIR 00053	MIR 00116
MGDW 00030	MIR 00054	MIR 00119
MIR 00001	MIR 00055	MIR 00120
MIR 00002	MIR 00057	MIR 00124
MIR 00003	MIR 00058	MIR 00125
MIR 00004	MIR 00060	MIR 00126
MIR 00005	MIR 00061	MIR 00128
MIR 00006	MIR 00062	MIR 00129
MIR 00007	MIR 00063	MIR 00132
MIR 00008	MIR 00065	MIR 00134
MIR 00010	MIR 00066	MIR 00135
MIR 00011	MIR 00068	MIR 00136
MIR 00012	MIR 00069	MIR 00137
MIR 00014	MIR 00072	MIR 00141
MIR 00015	MIR 00074	MIR 00142
MIR 00016	MIR 00075	MIR 00143
MIR 00017	MIR 00076	MIR 00144
MIR 00018	MIR 00079	MIR 00145
MIR 00019	MIR 00082	MIR 00146
MIR 00023	MIR 00083	MIR 00148
MIR 00025	MIR 00084	MIR 00150
MIR 00029	MIR 00086	MIR 00151

EXHIBIT C**TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION****COPY**

Parcel Number	Parcel Number	Parcel Number
MIR 00152	MIR 00211	MIR 00277
MIR 00154	MIR 00212	MIR 00278
MIR 00155	MIR 00213	MIR 00279
MIR 00156	MIR 00217	MIR 00280
MIR 00158	MIR 00220	MIR 00282
MIR 00159	MIR 00222	MIR 00284
MIR 00160	MIR 00225	MIR 00285
MIR 00162	MIR 00227	MIR 00286
MIR 00163	MIR 00228	MIR 00287
MIR 00165	MIR 00229	MIR 00288
MIR 00166	MIR 00230	MIR 00290
MIR 00168	MIR 00231	MIR 00291
MIR 00170	MIR 00234	MIR 00292
MIR 00171	MIR 00235	MIR 00295
MIR 00172	MIR 00238	MIR 00296
MIR 00174	MIR 00239	MIR 00299
MIR 00175	MIR 00240	MIR 00300
MIR 00178	MIR 00241	MIR 00301
MIR 00179	MIR 00242	MIR 00304
MIR 00181	MIR 00243	MIR 00305
MIR 00184	MIR 00246	MIR 00306
MIR 00185	MIR 00247	MIR 00307
MIR 00186	MIR 00250	MIR 00308
MIR 00188	MIR 00251	MIR 00309
MIR 00189	MIR 00252	MIR 00310
MIR 00190	MIR 00253	MIR 00312
MIR 00192	MIR 00254	MIR 00314
MIR 00193	MIR 00255	MIR 00315
MIR 00194	MIR 00256	MIR 00316
MIR 00195	MIR 00257	MIR 00318
MIR 00197	MIR 00259	MIR 00319
MIR 00198	MIR 00260	MIR 00322
MIR 00199	MIR 00262	MIR 00323
MIR 00199A	MIR 00263	MIR 00324
MIR 00200	MIR 00265	MIR 00327
MIR 00201	MIR 00267	MIR 00328
MIR 00202	MIR 00268	MIR 00329
MIR 00203	MIR 00269	MIR 00330
MIR 00203A	MIR 00270	MIR 00332
MIR 00206	MIR 00271	MIR 00333
MIR 00207	MIR 00273	MIR 00334
MIR 00209	MIR 00275	MIR 00335
MIR 00210	MIR 00276	MIR 00337

EXHIBIT C**TRANSFERRED LANDS CHANGING TO VILLAGE'S JURISDICTION**

Parcel Number	Parcel Number	Parcel Number
MIR 00339	MIR 00405	MIR 00457
MIR 00340	MIR 00406	MIR 00458
MIR 00343	MIR 00407	MIR 00459
MIR 00344	MIR 00408	MIR 00461
MIR 00346	MIR 00409	MIR 00463
MIR 00349	MIR 00410	MIR 00465
MIR 00350	MIR 00412	MIR 00467
MIR 00351	MIR 00413	MIR 00468
MIR 00352	MIR 00415	MTU 00001
MIR 00353	MIR 00416	MTU 00002
MIR 00354	MIR 00417	MTU 00003
MIR 00356	MIR 00419	MTU 00004
MIR 00357	MIR 00421	MTU 00005
MIR 00358	MIR 00422	MTU 00006
MIR 00359	MIR 00422A	MTU 00007
MIR 00360	MIR 00423	MTU 00008
MIR 00361	MIR 00424	MTU 00009
MIR 00362	MIR 00425	MTU 00010
MIR 00364	MIR 00426	MTU 00011
MIR 00366	MIR 00428	MTU 00012
MIR 00367	MIR 00430	MTU 00013
MIR 00370	MIR 00431	MTU 00014
MIR 00372	MIR 00432	MTU 00015
MIR 00374	MIR 00433	MTU 00016
MIR 00376	MIR 00434	MTU 00017
MIR 00377	MIR 00435	MTU 00018
MIR 00378	MIR 00436	MTU 00019
MIR 00380	MIR 00437	MTU 00020
MIR 00384	MIR 00439	MTU 00021
MIR 00387	MIR 00440	MTU 00022
MIR 00388	MIR 00441	MTU 00023
MIR 00389	MIR 00443	MTU 00024
MIR 00390	MIR 00445	MTU 00025
MIR 00391	MIR 00446	MTU2 00001
MIR 00392	MIR 00448	MTU2 00002
MIR 00394	MIR 00449	MTU2 00003
MIR 00397	MIR 00450	MTU2 00015
MIR 00398	MIR 00451	
MIR 00399	MIR 00452	
MIR 00401	MIR 00453	
MIR 00402	MIR 00454	
MIR 00403	MIR 00455	
MIR 00404	MIR 00456	

**EXHIBIT D
TOWN REMNANT****COPY**

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	