



INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement, hereinafter “AGREEMENT,” by and between the Town of Bloomfield, Walworth County, Wisconsin, its successors and assigns, hereinafter “TOWN” and the Village of Bloomfield, Walworth County, Wisconsin, its successors and assigns, hereinafter “VILLAGE,” is entered this 11th day of December 2023.

Whereas, the TOWN is a body corporate and politic with full legal authority to enter into this AGREEMENT by the powers afforded it pursuant to §§66.0213(3), 66.0301, 66.0313 and 60.01(2)(c) Wis. Stats.;

Whereas, the VILLAGE is a body corporate and politic, with full legal authority to enter into this AGREEMENT by the powers afforded it pursuant to §§66.0213(1) and (3), 66.0301, 66.0313 and 61.34 Wis. Stats.;

Whereas, the TOWN and VILLAGE desire to enter into this AGREEMENT for the purposes of providing services necessary for the continued health and safety of their respective citizens and sharing in the cost of the same;

Whereas, the services intended to be shared are services previously provided to the VILLAGE citizens prior to the incorporation of the VILLAGE and are expected and intended to continue to serve the citizens of both the VILLAGE and the TOWN;

Whereas, the TOWN and VILLAGE have held multiple meetings to consider aspects of this AGREEMENT;

Whereas, the TOWN and VILLAGE consider the agreements made herein to be in the best interest of the TOWN and VILLAGE residents and a fair distribution of all assets and liabilities considering all matters before it at this time.

Now, therefore, it is hereby agreed that the following services and costs of said services will be shared as stated hereinafter:

**Article 1
Incorporation of Recitals**

1.01 The Recitals set forth hereinabove setting forth background, facts and basic reasoning for this AGREEMENT are incorporated herein as if set forth fully in the body hereof.

**Article 2
Police Department**

2.01 By this agreement the VILLAGE shall provide the TOWN police department services in a manner and budget consistent with best police practices.

2.02 The determination of best police practices shall be set and monitored by the VILLAGE Police Chief.

2.03 The TOWN and VILLAGE both hereby authorize the Bloomfield Police Department to operate within both the TOWN and the VILLAGE limits and shall enforce all state and federal laws and the ordinances of both the TOWN and the VILLAGE with the full force and authority each as if it were a department of either municipality individually.

- 2.04 By this AGREEMENT the TOWN and the VILLAGE understand that the assets of the Village of Bloomfield Police Department will be used to provide protective services to both the TOWN and the VILLAGE as the Chief of Police and circumstances dictate. It is contemplated, understood and expected that the Police Department services and assets will not be equally utilized in both the TOWN and VILLAGE.

**Article 3
Municipal Court**

- 3.01 The VILLAGE and the TOWN have created a joint municipal court pursuant to §755.01(4) Wis. Stat., any modifications to the Joint Municipal Court Budget shall be approved by the TOWN and VILLAGE hereafter.
- 3.02 The TOWN and VILLAGE both shall adopt identical ordinances creating the Joint Municipal Court. In the event a vacancy in the office of Judge occurs the TOWN and VILLAGE shall both nominate an individual to fill the vacant office with an appointment coming from an agreement between both the TOWN and VILLAGE.
- 3.03 The jurisdiction of the Joint Municipal Court will govern both the TOWN and VILLAGE'S ordinances as they are enforced within the corporate boundaries of each municipality.

**Article 4
Highway Department**

- 4.01 By this agreement the VILLAGE shall provide the TOWN highway department services in a manner and budget consistent with best practices.
- 4.02 The determination of best practices shall be set and monitored by the Village Administrator.
- 4.03 All costs and expenses shall be split and billed by the VILLAGE Clerk according to Article 8 herein.

**Article 5
Joint Committees**

- 5.01 Authority. Pursuant to Sections 60.01(2)(c), 61.34 and 66.0301, Stats., the TOWN and VILLAGE may create joint committees to efficiently coordinate and administer municipal issues and affairs of the municipalities.
- 5.02 Creation and Amendment of Committees. The TOWN and the VILLAGE may create and amend joint committees by creating and amending identical municipal ordinances. Any such ordinances or amendments to such ordinances shall be effective the day following their passage and publication by both the VILLAGE and TOWN. Any ordinance addressing committees mutually agreed upon by the parties may provide a plan for administration of such committees, which may include but is not limited to provisions as to proration of the expenses involved, deposit and disbursement of funds appropriated, submission and approval of budgets, creation of committees, selection and removal of committee members, and formation and letting of contracts.
- 5.03 Term. Joint committees shall exist so long as agreed between the TOWN and VILLAGE. If the TOWN and VILLAGE cannot agree upon the terms of any committees, either party may dissolve any joint committee by providing 60 days written notice to the other party of the municipality's

intent to cease participation in any joint committee. The dissolution of any joint committee shall be accomplished by the passage of an ordinance by either the TOWN or VILLAGE dissolving any joint committee, and subsequent publication of such ordinance. Any such ordinance dissolving a joint committee shall be effective 60 days after its passage and publication. Any outstanding financial obligations, plans or projects, and the distribution of any municipal assets, together with resolution of any other joint committee affairs shall be as agreed between the VILLAGE and TOWN. If the parties cannot agree to resolution of such issues, they may pursue any remedies as provided by law.

**Article 6
Funds**

- 6.01 All grants, received by the TOWN or VILLAGE shall be kept by the receiving municipality, except for the recycling grant which shall be shared proportionally.
- 6.02 The VILLAGE and the TOWN agree to a proportional split for all services herein at 23% for the TOWN and 77% for the VILLAGE.
- 6.03 Shared revenue and the cable franchise fee shall be shared at a proportional rate so long as the funds received are not being received by both the TOWN and VILLAGE individually.
- 6.04 Fines/Forfeitures collected shall be distributed to the municipality where the incident occurred.
- 6.05 Court fees collected shall be distributed to the municipality where the incident occurred.
- 6.06 Zoning fees paid by applicants shall be paid to the municipality where the property is located that is the subject of the application.

**Article 7
Zoning and Code Enforcement**

- 7.01 By this agreement the VILLAGE shall provide the TOWN Zoning and Code Enforcement services in a manner and budget consistent with best practices.
- 7.02 The determination of best practices shall be set and monitored by the VILLAGE Administrator.
- 7.03 The TOWN and VILLAGE both hereby authorize the VILLAGE Zoning and Code Enforcement Officer to operate within both the TOWN and the VILLAGE limits and shall enforce all state and federal laws and the ordinances of both the TOWN and the VILLAGE with the full force and authority each as if it were a department of either municipality individually.

**Article 8
Billing**

- 8.01 (reserved)
- 8.02 For all services as provided for in Articles 2, 3, 4 and 7 hereinabove, the VILLAGE Clerk shall bill the TOWN for its proportional share based upon the VILLAGE'S approved budget for services referenced in this AGREEMENT.

- 8.03 The TOWN and VILLAGE shall pay for its own subcontracted public works projects, labor and materials. In the event the Bloomfield Highway Shop performs the repair or uses materials that are purchased in bulk those costs shall be shared as provided for hereinafter.
- 8.04 The cost of capital equipment (i.e. lawn mower, plow, vehicles etc.) purchased by the Village shall be the exclusive obligation of the VILLAGE, unless or until the TOWN agrees to said purchase. The cost of all purchases agreed to by the TOWN shall be at the rate set forth in 6.02 herein.
- 8.05 The TOWN shall pay to the VILLAGE an administration and maintenance fee of \$2,500 for all salt stored in the VILLAGE'S salt shed.
- 8.06 The TOWN and VILLAGE shall share in the costs of the general maintenance and utilities of all governmental facilities, on a proportional basis.
- 8.07 All legal fees and costs, officers' fees and expenses and election expenses that are readily assignable to the TOWN and VILLAGE shall be paid by the TOWN and VILLAGE respectively.
- 8.08 All other election fees shall be shared equally.
- 8.09 The VILLAGE Clerk shall run a ledger for the services provided for hereinabove by the 10th of every month, with payment to be made by the TOWN within 15 days of receipt.
- 8.10 Payments for services will be based upon the anticipated costs of the departments as derived from their approved budget year.

Article 9
Miscellaneous

- 9.01 Term. This AGREEMENT shall commence January 1, 2024 and continue until 11:59 pm December 31, 2024.
- 9.02 Amendments. The AGREEMENT shall only be amended in writing by the TOWN and VILLAGE, or their successors and assigns.
- 9.03 Law and jurisdiction. This AGREEMENT shall be construed and enforced under the laws of the State of Wisconsin, with sole venue to be in the Walworth County Circuit Court.
- 9.04 Interpretation. The TOWN and VILLAGE agree that if any provision of this AGREEMENT is determined to be ambiguous and needs judicial interpretation, the court shall interpret this AGREEMENT as if it were drafted by both parties jointly and simultaneously.
- 9.05 Waiver. The TOWN'S or VILLAGE'S failure to enforce any provision of this AGREEMENT shall not be treated as a waiver of its rights as provided herein.
- 9.06 Entire agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the VILLAGE and the TOWN with respect to the matters set forth herein.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and in the year first above written.

All officials signing herein do so in their official capacity as Village of Bloomfield Board Members and, as Town of Bloomfield Board Members, pursuant to their statutory authority.



Dan Aronson, Village President



Kevin Conlon, Village Trustee



Natalie Alvarez, Village Trustee



Rita Marcinkus, Village Trustee



Susan Bernstein, Village Trustee

Attest to:




Candace Kinsch, Village Clerk





Sue Leedle, Town Chair

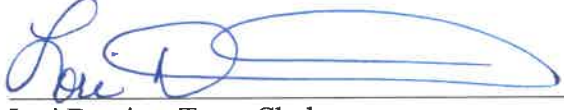


Tom Sullivan, Town Supervisor



John Johnson, Town Supervisor

Attest to:



Lori Domino, Town Clerk

