Village • Bloomfield • Town

ORD11840

RECEIVED
07/26/2024
Municipal Boundary Review
WI Dept. of Administration

CERTIFICATION OF VILLAGE CLERK

STATE OF WISCONSIN)
)
COUNTY OF WALWORTH)

I, Candace Kinsch, hereby certify that I am duly appointed, qualified and acting VILLAGE CLERK of the VILLAGE OF BLOOMFIELD, Walworth County, State of Wisconsin, and as such have charge of the official records of the Village. I further certify that the attached is a true and correct copy of Ordinance 2024-O-04 entitled, published on July 24, 2024:

An Ordinance to Attach the First Phase of Properties from the Town of Bloomfield Pursuant to the Intergovernmental Cooperation Agreement (ICA).

The Area 2 Legal Description has two scrivener's error regarding Section 16 and Section 22 cites, wherein the words 'Southeast' should read 'Southwest' accordingly.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Village of Bloomfield, this 26th day of July 2024.

Candace Kinsch

Candace Kinsch
Village Clerk

VILLAGE OF BLOOMFIELD INCORPORATED SEAL DECEMBER 2011 WALWORTH COUNTY, WI

ORDINANCE NO 2024-O-04

AN ORDINANCE TO ATTACH THE FIRST PHASE OF PROPERTIES FROM THE TOWN OF BLOOMFIELD PURSUANT TO THE INTERGOVERNMENT COOPERATION AGREEMENT (ICA)

WHEREAS, the Town of Bloomfield (Town) and the Village of Bloomfield (Village) have entered into an Intergovernmental Cooperation Agreement (ICA) on May 20, 2024, pursuant to Wis. Stat. § 66.0301; and

WHEREAS, under the terms of the ICA, the Village is permitted to attach certain parcels located in the Town; and

WHEREAS, the Village finds that the prerequisites to such attachment as provided in the ICA have been met; and

WHEREAS, under the terms of the Agreement, the attachment may occur through the adoption of an ordinance under Wis. Stat. § 66.0301(6)(e); and

WHEREAS, this Ordinance is intended to serve as that ordinance.

NOW, THEREFORE, THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF BLOOMFIELD, WALWORTH COUNTY, WISCONSIN, pursuant to the terms and conditions of the ICA, together with the powers conferred pursuant to Wis. Stat. § 66.0301(6), does hereby ordain as follows:

SECTION 1. The lands set forth in Exhibit A are hereby attached to the Village effective immediately.

SECTION 2. The Village Clerk is directed to file the documents required by Wis. Stat. §66.0301(6)(e) and to take all necessary action to implement this Ordinance.

SECTION 3. This Ordinance shall take effect immediately upon its adoption.

SECTION 4. The associated population of land referenced in Exhibit A is estimated at 1,708 based on the latest estimated population from the Department of Administration.

Adopted this 18th day of July 2024

VILLAGE OF BLOOMFIELD INCORPORATED SEAL DECEMBER 2011 WALWORTH COUNTY, WI

By: _____
Dan Aronson, President

Attest: Candace Kinsch
Candace Kinsch, Village Clerk

kapur
all in

1224 South Pine Street
Burlington, WI 53105
T: 262.767.2747 • F: 262.767.2750

EXHIBIT A
LEGAL DESCRIPTION
OF LANDS TO BE TRANSFERRED
FROM TOWN OF BLOOMFIELD TO VILLAGE OF BLOOMFIELD
PURSUANT TO THE BOUNDARY LINE ADJUSTMENT

Area 1, described as all of the Northwest 1/4, the Northeast 1/4, the Southwest 1/4, and Southeast 1/4 of Section 1, the Northwest 1/4, the Northeast 1/4, and Southeast ¼ of Section 2, the Northwest 1/4 and the Northeast 1/4 of Section 3, the Northwest 1/4 and the Northeast 1/4 of Section 4, the Northeast 1/4 of Section 5, and the Northwest 1/4 and the Northeast 1/4 of Section 12, and part of the Southwest 1/4 of Section 2, the Southeast 1/4 of Section 3, the Northwest 1/4 of Section 5, the Northwest 1/4 and the Northeast 1/4 of Section 11, and the Southeast 1/4 of Section 12, all in Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

Beginning at the Southwest corner of said Northeast 1/4 of Section 5; thence East along the centerline of N. Bloomfield Road and the South line of said Northeast 1/4, 2,640 +/- feet to the West 1/4 corner of said Section 4; thence East along the East-West Quarter Section line and the centerline of Bloomfield Road 5,280 +/- feet to the West 1/4 corner of said Section 3; thence East along the South line of the Northwest 1/4 of said Section 3 and centerline of Bloomfield Road, 2,640 +/- feet to the Southeast corner of the Northwest 1/4 of said Section 3; thence continue East along the centerline of Bloomfield Road, 2,100 +/- feet to the intersection of Hafs Road and N. Bloomfield Road; thence South along the centerline of Hafs Road, 9,200 +/- feet to the intersection of County Trunk Highway U (CTH U) and Hafs Road and to the South line of the Northwest 1/4 of Section 12; thence East along said South line, 2,000 +/- feet; thence Southeasterly along the centerline of CTH U, 3,500 +/- feet to the East line of said Section 12; thence North along the East line of Sections 12 and 1, 8,600 +/- feet to the Northeast corner of said Section 1; thence East along the North line of Sections 1, 2, 3, 4, and 5, 24,000 +/- feet to the West line of USH 12; thence Southeasterly along said West line, 400 +/- feet to the North line of Townline Road; thence West 1,050 +/- feet to the North line of said Section 5; thence West along said North line, 400 +/- feet to the East line of Symphony Bay subdivision; thence South along said East line 80 +/- feet to the South line of Townline Road; thence East along said South line 1,300 +/- feet to the West line of North Road; thence South along the West line of North Road 2,100 +/- feet to a line 160 feet North of and parallel to the South line of the Northwest 1/4 of said Section 5; thence West along said line, 330 +/- feet to a line 363 feet West of and parallel to the East line of said Northwest 1/4; thence South 165 +/- feet to the South line of said Northwest 1/4; thence East along said North line 363 +/- feet to the Point of Beginning.

Said Parcel contains 117,319,443 square feet (2,693 acres), more or less.

And, Area 2 described as, all of the Southwest 1/4 of Section 17, the Northwest 1/4, the Northeast 1/4, the Southwest 1/4, and Southeast 1/4 of Section 18, the Northwest 1/4, the Northeast 1/4, the Southwest 1/4, and Southeast 1/4 of Section 19, the Northwest 1/4, the Northeast 1/4, the Southwest 1/4, and Southeast 1/4 of Section 20, the Southwest 1/4 of Section 21, the Northwest 1/4, the Southwest 1/4, and Southeast 1/4 of Section 27, the Northwest 1/4, the Northeast 1/4, the Southwest 1/4, and Southeast 1/4 of Section 28, the Northwest 1/4, the Northeast 1/4, the Southwest 1/4, and Southeast 1/4 of Section 29, the Northwest 1/4, the Northeast 1/4, the Southwest 1/4, and Southeast 1/4 of Section 30, the Northwest 1/4, the Northeast 1/4, the Southwest 1/4, and Southeast 1/4 of Section 31, the Northwest 1/4, the Northeast 1/4, the Southwest 1/4, and Southeast 1/4 of Section 32, the Northwest 1/4, the Northeast 1/4, the Southwest 1/4, and Southeast 1/4 of Section 33, the Northwest 1/4, the Southwest 1/4, and Southeast 1/4 of Section 34, and part of the Northeast 1/4, the Southwest 1/4, and Southeast 1/4 of Section 6, the Northwest 1/4, the Northeast 1/4, the Southwest 1/4, and Southeast 1/4 of Section 7, the Southwest ¼ and the Northwest 1/4 of Section 8, the and Southeast 1/4 of Section 16, the Northwest 1/4, the Northeast 1/4, the and Southeast 1/4 of Section 17, the Northwest 1/4 and Southeast 1/4 of Section 21, the Southeast 1/4 of Section 22, the Northwest 1/4, the Northeast 1/4, the Southwest 1/4, and Southeast 1/4 of Section 26, the Northeast 1/4 of Section 27, the Northeast 1/4 of Section 34, and the Northwest 1/4 of Section 35, all in Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

Beginning at the Southwest corner of said Section 31; thence North along the West lines of Sections 31, 30, 19, 18, and 7, 21,300 +/- feet to the West line of STH 120; thence North along the West line of STH 120, 8,600 +/- feet to the South line of Bloomfield Road; thence Northwest along said South line, 153.22 feet; thence West along said line, 91.86 feet; thence North along said line, 20.10 feet; thence West along said line, 204.94 feet to the West line of the Southeast 1/4 of said Section 6; thence North along said West line, 33.00 feet to the Northeast corner of said Southeast 1/4; thence North along the West line of the Northeast 1/4 of said Section 6, 33.00 feet to the North line of Bloomfield Road; thence East along said North line, 275 +/- feet; thence Northeast along said line, 170.38 feet to the West line of STH 120; thence North along said West line, 91.14 feet to the South line of Lot 2 of Certified Survey Map (CSM) 2435; thence Northwest along said South line, 740 feet to the West line of the Northeast 1/4 of Section 6; thence North along said West line, 162 +/- feet to the North line of the Former Chicago and Northwestern Railroad Right of Way; thence Southeast along said North line, 1,200 +/- feet to the South line of Bloomfield Road; thence Southwest along said South line, 188 +/- feet to the East line of STH 120; thence South along said East line, 2,570 +/- feet to the North line of the Northeast 1/4 of said Section 7; thence East along said North line, 2,550 +/- feet to the Northwest corner of Section 8; thence East along said North line, 1,350 +/- feet to the East line of Wilderland, an un-recorded subdivision and the West line of the East 1/2 of the Northwest 1/4 of said Section 8; thence South along said line, 2,640 +/- feet to the South line of said Northwest 1/4; thence West along said south line, 1,320 +/- feet to the West line of said of Section 8; thence West along the South line of the Northeast 1/4 of said Section 7, 1,320 +/- feet to the East line of the West 1/2 of the Southeast 1/4

of said Section 7; thence South along said East line, 180 +/- feet to the centerline of County Trunk Highway H (CTH H); thence Northwesterly 1,700 +/- feet to the intersection of Westside Court and CTH H; thence Southwesterly along the centerline of Westside Court, 300 +/- feet to the west line of the Northeast 1/4 of Section 7; thence South along said west line, 960 +/- feet to the southwest corner of said Northeast 1/4 of Section 7; thence South along the west line of the Southeast 1/4 of Section 7, 2,640 +/- feet to the southwest corner of said Southeast 1/4; thence West along the South line of said Southwest 1/4, 1,783.68 feet; thence Northeast 1,870.99 feet; thence Northwest 683.37 feet; thence West 217.12 feet; thence Northwest 172.85 feet to the East line of STH 120; thence Southwest 2,608 +/- feet to the South line of said Southwest 1/4; thence East along said South line, 2,652 +/- feet to the Southwest corner of the Southeast 1/4 of said Section 7; thence East along the South line of the Southeast 1/4 of said Section 7, 2,640 +/- feet to the Southwest corner of the Southwest 1/4 of said Section 8; thence East along the South line of said Southwest 1/4, 550 +/- feet to the centerline of White Pigeon Road; thence Northeast along said centerline, 170 +/- feet to the centerline of CTH H; thence Southeasterly along said centerline, 8,500 +/- feet to the north line of the Northwest 1/4 of Section 21; thence West along said north line, 940 +/- feet; thence South 2,640 +/- feet to the south line of said Northwest 1/4; thence East 1,970 +/- feet to the southeast corner of said Northwest 1/4; thence North along the east line of said Northwest 1/4, 940 +/- feet; thence Southeasterly 1,600 +/- feet to the Southerly extension of the East line of East End Road; thence North along said east line, 60 +/- feet to the north line of the Southeast 1/4 of Section 21; thence East along said North line, 900 +/- feet to the centerline of CTH H; thence Southeasterly along said centerline, 100 +/- feet; thence South 400 +/- feet; thence East 475 +/- feet to the intersection of Clover Road and STH H; thence Southeasterly along the centerline of CTH H, 3,400 +/- feet to the Southwest corner of the Southeast 1/4 of Section 22; thence East along the south line of said Southeast 1/4, 1,320 +/- feet to the East line of the West 1/2 of the Northeast 1/4 of Section 27; thence South along said East line, 1,300 +/- feet to the centerline of CTH H; thence Southeasterly along said centerline, 1,000 +/- feet; thence Northeasterly 1,000 +/- feet; thence Southeasterly 80 +/- feet; thence Northeasterly 170 +/- feet; thence Northeasterly 720 +/- feet to the south line of Certified Survey Map (CSM) 3320; thence East along the South line of said CSM 3320, 460 +/- feet to the east line of said CSM; thence North along said east line, 370 +/- feet to the North line of Section 26; thence East along said North line, 1,950 +/- feet to the North 1/4 corner of said Section 26; thence South along the West line of the Northeast 1/4 of said Section 26, 2,640 +/- feet to the Northwest corner of the Southeast 1/4 of said Section 26; thence East along the South line of the Northeast 1/4 of said Section 26, 1,300 +/- feet to the East line of CSM 3904; thence North along said East line, 462 +/- feet to the North line of said CSM; thence East along said North line and the North line of CSM 4499, 437 +/- feet to the East line of CSM 4499; thence South 462 +/- feet to the South line of said Southeast 1/4; thence East along said South line, 675 +/- feet to the Northerly extension of the East line of Lot 1 of CSM 2940; thence South along said line and the East line of said Lot 1, 270 +/- feet to the South line of said CSM 2940; thence West 183.50 feet to Southwest corner of said Lot 1; thence South 52.99 feet; thence West 150.00 feet to the East line of Gra Den Woods subdivision; thence South along the East line of Gra Den Woods subdivision, 446.48 feet to the North line of Lot 22 of said Gra Den Woods subdivision; thence East 200.00 feet to the West line of Lot 3 of CSM 4007; thence North 7.63 feet to the North line of said Lot 3; thence East along said

North line, 158.50 feet to the East line of said Lot 3; thence South along said East line, 285.50 feet to the centerline of Highland Road; thence West along said centerline, 21.50 feet to the Northerly extension of the East line of Lot 24 of said Gra Den Woods subdivision; thence South along said East line, 275.00 feet to the Southeast corner of said Lot 24; thence West along the South line of Gra Den Woods subdivision and the South line of the North 1/2 of the Southeast 1/4 of said Section 26, 2,400 +/- feet to the West line of said Southeast 1/4; thence North along said West line, 660 +/- feet; thence Southwest 1,025 +/- feet to the East line of Darling Road; thence Southeast along said East line, 575 +/- feet; thence West 37 +/- feet to the centerline of Darling Road; thence Southeast along said centerline, 168.75 feet to the South line of Lot 1 of CSM 92; thence West along said South line, 303.80 feet to the West line of said Lot 1; thence North along said West line, 168.75 feet to the Northwest corner of said Lot 1; thence West 225 +/- feet to the East line of the West 1/2 of the Southwest 1/4 of said Section 26; thence South along said East line, 510 +/- feet to the Southwest line of CTH H; thence Southeast along said Southwest line, 632 +/- feet; thence Southwest 479.24 feet to the East line of the West 1/2 of the Southwest 1/4 of said Section 26; thence South along said East line, 73.48 feet to the South line of said Southwest 1/4; thence West along said South line, 660 +/- feet; thence South 330 +/- feet; thence West 660 +/- feet to the East line of the Northeast 1/4 of said Section 34; thence North along said East line, 330 +/- feet to the North line of said Northeast 1/4; thence West along said North line, 1,570 +/- feet; thence South 350 +/- feet; thence West 411.51 feet; thence South 971 +/- feet to the North line of the South 1/2 of the Northeast 1/4 of said Section 34; thence East along said North line, 655 +/- feet to the East line of the West 1/2 of said Northeast 1/4; thence South along said East line, 268 +/- feet; thence East 1,320 +/- feet to the East line of said Section 34; thence South along said East line, 3,700 +/- feet to the Southeast corner of said Section 34; thence West along the South line of said Sections 34, 33, 32, and 31, 21,120 +/- feet to the Point of Beginning.

Said Parcel contains 378,551,106 square feet (8,690 acres), more or less.

Total of combined parcels contain, 495,870,549 square feet (11,383 acres), more or less.

EXHIBIT A PARCEL NUMBERS TO 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 A PARCEL NUMBERS TO 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 A PARCEL NUMBERS TO 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 A PARCEL NUMBERS TO 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 A PARCEL NUMBERS TO 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 A PARCEL NUMBERS TO 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	

SEE DETAIL "A"

WEST 24,000' +/-
NORTH LINE

SYMPHONY BAY

TOWNLINE RD.

U.S.H. "12"

SOUTH 2100' +/-

NORTH RD.

AREA 1
117,319,443 square feet
(2,693 acres)

NW NE NW NE NW

5

4

EAST 2640' +/-

EAST 5280' +/-

N. BLOOMFIELD RD.

EAST 2640' +/-

POINT OF BEGINNING

SEE DETAIL "B"

SW SE SW SE SW

E

DETAIL "A"
SCALE 1:400

NORTH LINE
WEST 400' +/-

WEST 24,000' +/-
NORTH LINE

SOUTH 80' +/-

WEST 1050' +/-

SOUTH 400' +/-

TOWNLINE RD.

EAST 1300' +/-

U.S.H. "12"

NORTH RD.

DETAIL "B"
SCALE 1:400

EAST 2100' +/-

WEST 330' +/-

SOUTH 165' +/-

EAST 363' +/-

EAST 2640' +/-

POINT OF BEGINNING

PROJECT:
24.0175

LOCATION:
Village - Bloomfield
Walworth County
Wisconsin

NORTH ARROW:

HORZ. SCALE: 1" = 1000'
0 250 500 750 1000

SEAL:

all in

SHEET:
1 of 7

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WEST 24,000' +/-
NORTH LINE

NORTHEAST CORNER SEC. 1

EAST LINE

NE NW NE NW NE

3 2 1

EAST 2100' +/-

N. BLOOMFIELD RD.

AREA 1
117,319,443 square feet
(2,693 acres)

SE SW SE SW SE

HAFS RD.

SOUTH 9200' +/-

NORTH 8600' +/-

NE NW NE NW NE

EAST LINE

10 11 12

C.T.H. "U"
EAST 2000' +/-

C.T.H. "U"
EAST 3500' +/-

PROJECT:
24.0175

LOCATION:
Village - Bloomfield
Walworth County
Wisconsin

NORTH ARROW:

HORZ. SCALE: 1" = 1000'
0 250 500 750 1000

SEAL:

SHEET:
2 of 7

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SEE PAGE 4

30

29

2

SW

SE

SW

SE

SW

AREA 2
378,551,106 square feet
(8,690 acres)

NORTH 21,300' +/-

NW

NE

NW

NE

NW

32

31

SW

SE

SW

SE

SW

WEST 21120' +/-

POINT OF
BEGINNING

SHEET 7

PROJECT:

24.0175

LOCATION:

Village - Bloomfield
Walworth County
Wisconsin

NORTH ARROW:

HORZ. SCALE: 1" = 1000'

0 250 500 750 1000

SEAL:

all in

SHEET:

3 of 7

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SEE PAGE 5

SEE PAGE 5

18

17

SW SE SW SE SW

SOUTHEAST 8500' +/-

AREA 2
378,551,106 square feet
(8,690 acres)

WEST
940' +/-

NORTH 21,300' +/-

SOUTH 2640' +/-

NW NE NW NE NW

19

20

SW SE SW SE SW

EAST 1970' +/-

SEE PAGE 6

SEE PAGE 3

PROJECT:
24.0175

LOCATION:
Village - Bloomfield
Walworth County
Wisconsin

NORTH ARROW:

HORZ. SCALE: 1" = 1000'
0 250 500 750 1000

SEAL:

all in

SHEET:
4 of 7

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DETAIL "C"

BLOOMFIELD RD.

DETAIL "D"

6

STH 120

SOUTH 2570' +/-

SE

SW

NORTHWEST CORNER SEC. 8

EAST 2550' +/-

EAST 1350' +/-

NORTH 8600' +/-

WILDERLAND

SOUTH 2640' +/-

SOUTHWEST 300' +/-

NW

NE

NW

NE

NW

WESTSIDE CT

SOUTH 960' +/-

NORTHWEST 1700' +/-

CTH H

WEST 1320' +/-

WEST 1320' +/-

7

8

9

WEST 217.12'

NORTHWEST 683.37'

STH 120

NORTHWEST 172.85'

SOUTHWEST 2608' +/-

NORTHEAST 1870.99'

CITY OF LAKE GENEVA

SOUTH 180' +/-

AREA 2
378,551,106 square feet
(8,690 acres)

SOUTH 2640' +/-

SE

SW

SE

SW

170 +/- NORTHEAST

WHITE PIGEON RD

WEST 1783.68

EAST 2652' +/-

EAST 2640' +/-

550 +/- EAST

SOUTHEAST 8500' +/-

CTH H

NORTH 21,300' +/-

SEE PAGE 4

NW

NE

NW

NE

NW

SEE PAGE 4

DETAIL "D"
SCALE 1:100

20.10' NORTH

91.86' WEST

DETAIL "C"
SCALE 1:400

162' +/- NORTH

CSM 2435

1200+/- SOUTHEAST

740+/- NORTHWEST

STH 120

91.14' NORTH

170.38' NORTHEAST

275' +/- EAST

33.00' NORTH

33.00' NORTH

204.94' WEST

BLOOMFIELD RD.

188' +/- SOUTHWEST

153.22' NORTHWEST

PROJECT:

24.0175

LOCATION:

Village - Bloomfield
Walworth County
Wisconsin

NORTH ARROW:

HORZ. SCALE: 1" = 1000'

0 250 500 750 1000

SEAL:

all in

SHEET:

5 of 7

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DETAIL "C"
SCALE 1:400

DETAIL "C"
SCALE 1:400

16

15

14

SE

SW

SE

SW

SE

NE

NW

NE

NW

NE

CTH H

SOUTHEASTERLY
100' +/-

NORTH
940' +/-

SOUTHEAST
1600' +/-

EAST 900' +/-

EAST END RD.
NORTH 60 +/-

SOUTH 400 +/-

EAST 475' +/-

CLOVER RD.

CTH H

SOUTHEAST3400' +/-

22

23

21

SE

SW

SE

SW

SE

AREA 2
378,551,106 square feet
(8,690 acres)

EAST 1320' +/-

CSM 3320

460' +/-
EAST

EAST 1950' +/-

SOUTH 1300 +/-

80' +/-
SOUTHEAST

NORTHEAST
720' +/-

NORTH 370 +/-

170' +/-
NORTHEAST

SOUTH 2640' +/-

SEE PAGE 7

NW

NE

SEE PAGE 7

PROJECT:

24.0175

LOCATION:

Village - Bloomfield
Walworth County
Wisconsin

NORTH ARROW:

HORZ. SCALE: 1" = 1000'

0 250 500 750 1000

SEAL:

all in

SHEET:

6 of 7

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SHEET 6

SOUTH 462' +/-
EAST 675' +/-
CSM 2940
WEST 183.50'
WEST 150.00'
EAST 270' +/-
SOUTH 52.99"
DETAIL "F"
DETAIL "E"
DETAIL "E"
SCALE 1:500

DETAIL "E"
SOUTH 446.48'
NORTH 7.63'
EAST 158.50'
EAST 200.00'
CSM 4007
SOUTH 285.50'
DETAIL "G"
DETAIL "F"
DETAIL "F"
SCALE 1:200

NE
1000' +/- SOUTHEAST
1000' +/- NORTHEAST
27

AREA 2
378,551,106 square feet
(8,690 acres)

SE

DETAIL "C"
SCALE 1:400

SOUTH
CSM 3904
EAST 437' +/-
CSM 4499
NORTH 462' +/-
SEE DETAIL "E"
EAST 1300' +/-
26

C.T.H. "U"
DARLING RD.
SOUTHWEST 1025' +/-
NORTH 660' +/-
GRA DEN WOODS
SEE DETAIL "F"
SOUTHEAST 575' +/-
SW
WEST 2400' +/-
SEE DETAIL "G"
SE
SOUTH 510'
SOUTHEAST 632' +/-
SEE DETAIL "H"

DETAIL "D"
EAST 21.50'
HIGHLAND RD.
LOT 24
SOUTH 275.00
DETAIL "G"
SCALE 1:200

WEST 225' +/-
WEST 37' +/-
NORTHWEST 168.75'
SOUTHEAST 168.75'
CSM 92
303.80' WEST
DETAIL "H"
SCALE 1:200

SOUTH 73.48'
SOUTH 350' +/-
WEST 1570' +/-
NORTH 330' +/-
SOUTH 330' +/-
WEST 660' +/-
WEST 660' +/-
SOUTHWEST 479.24'
WEST 411.51'
SOUTH 971' +/-
EAST 655' +/-
SOUTH 268' +/-
EAST 1320' +/-
NE

NE
NW
NW
NE
NE
NW
SE
SW
SE
SW
SE

33
34
35

AREA 2
378,551,106 square feet
(8,690 acres)

SOUTH 3700' +/-

WEST 21120' +/-

SHEET 3

PROJECT:
24.0175

LOCATION:
Village - Bloomfield
Walworth County
Wisconsin

NORTH ARROW:

HORZ. SCALE: 1" = 1000'
0 250 500 750 1000

SEAL:

all in

SHEET:
7 of 7

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POINT OF BEGINNING
AREA 1

CITY OF LAKE GENEVA

AREA 1

AREA 2

CITY OF LAKE GENEVA

AREA 2

POINT OF BEGINNING
AREA 2

VILLAGE OF GENOA CITY

Current Village Boundary
New Village Boundary
Village of Bloomfield - New Areas
Town of Bloomfield - Remnant
Parcels
Section Lines
Bodies of Water

Village of Bloomfield

Exhibit B
Village of Bloomfield New Boundary

N
0 0.25 0.5
Miles

Date: 7/18/2024

Municipal LAW
& LITIGATION GROUP

DALE W. ARENZ (1935-2022)
DONALD S. MOLTER, JR. (Retired)
JOHN P. MACY
H. STANLEY RIFFLE (Court Commissioner)
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REMZY D. BITAR

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GREGORY M. PROCOPIO
BENJAMIN T. CROCKETT
ADAM J. MEYERS
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.

Enlcosed 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 ORD11840

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
State Bar No: 1012704
LUCAS C. LOGIC
State Bar No: 1115461

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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 AGREEEMENTS 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
State Bar No: 1115461

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O: (262) 548-1340
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llogic@ammr.net

COPY

EXHIBIT A

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN TOWN OF BLOOMFIELD AND VILLAGE OF BLOOMFIELD

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

I. **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 Subdivsion 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.

EXHIBIT A

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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.

EXHIBIT A

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

EXHIBIT A
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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.

EXHIBIT A

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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EXHIBIT A

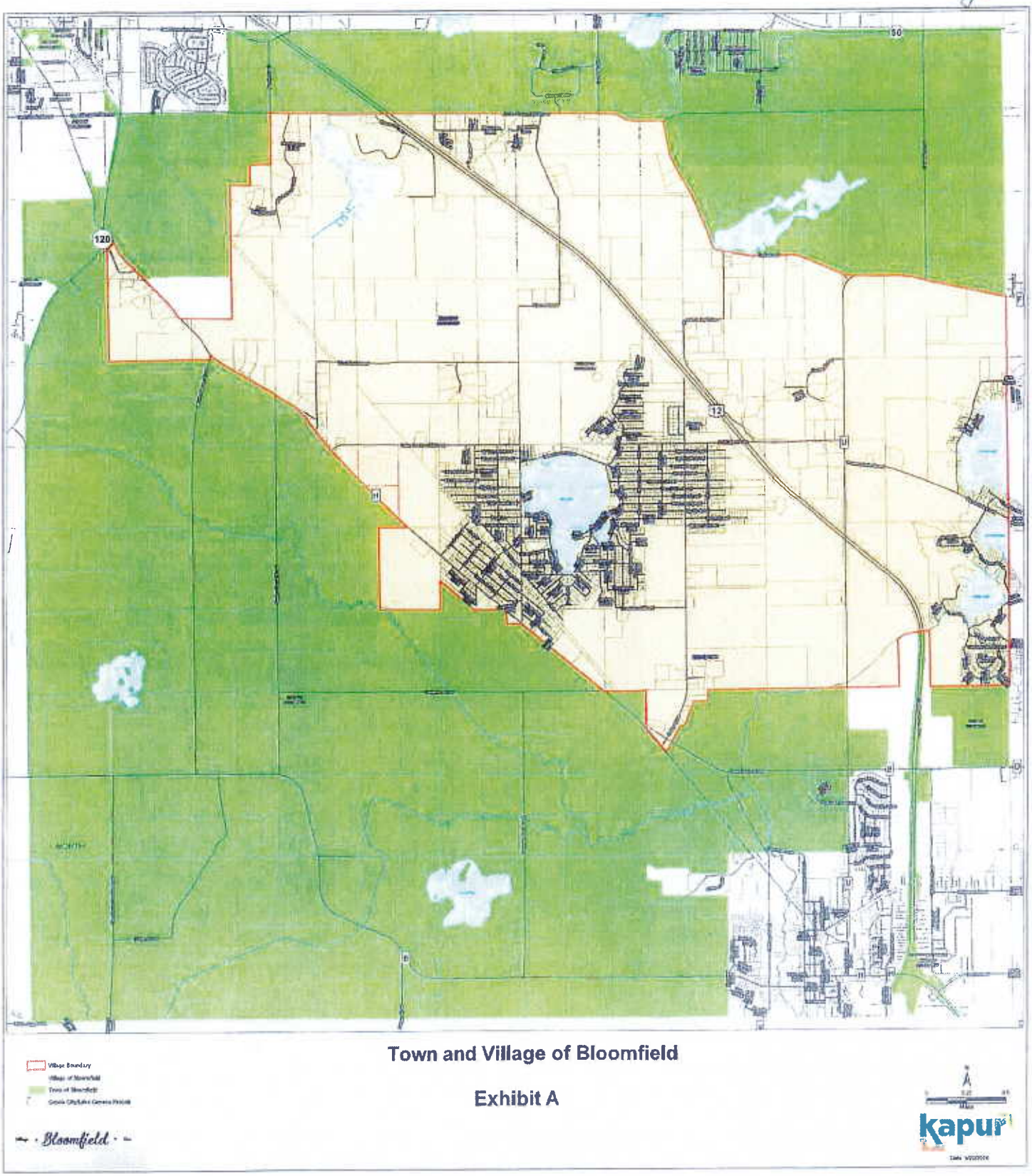
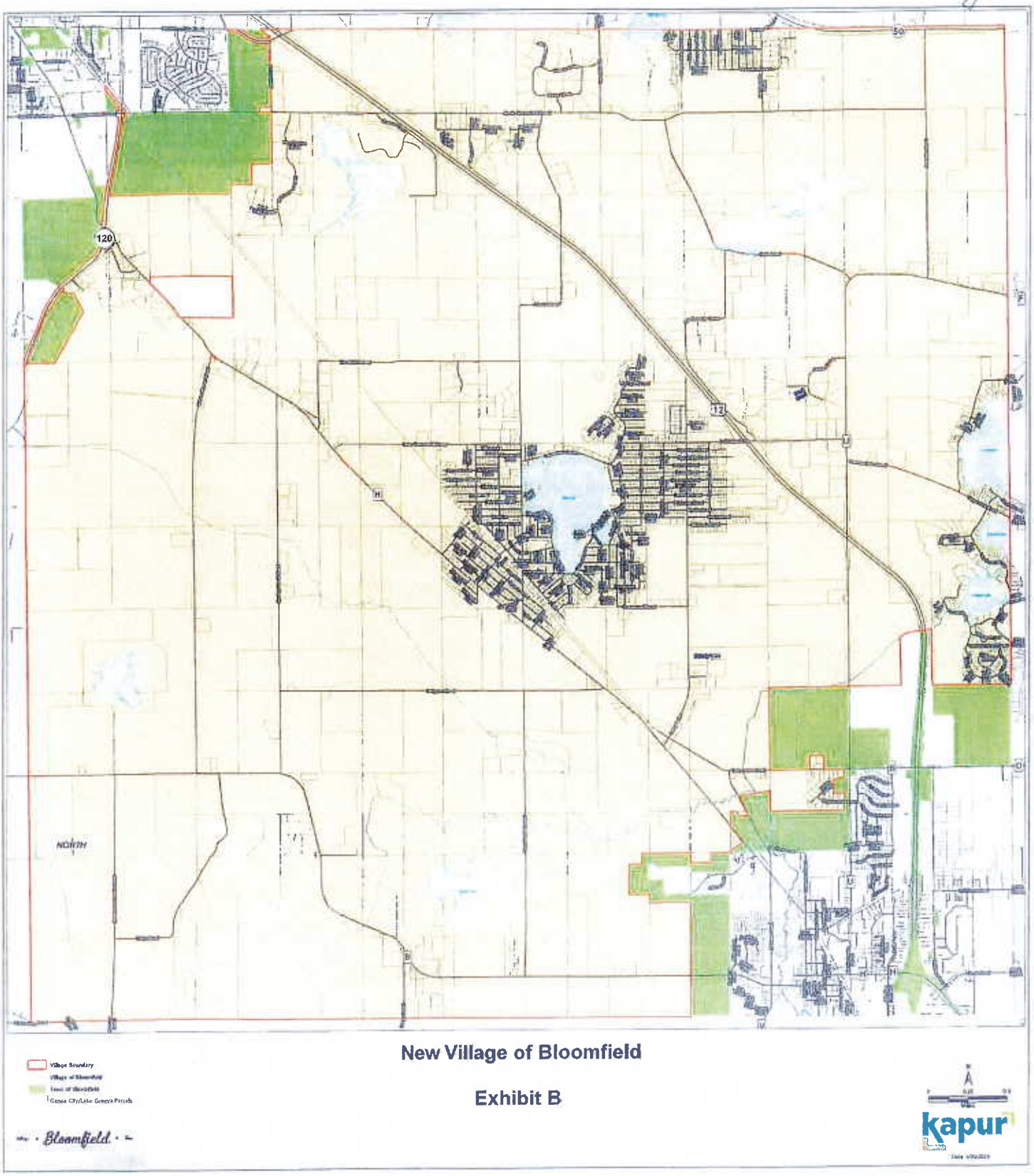


EXHIBIT A

COPY



New Village of Bloomfield

Exhibit B

COPY

EXHIBIT A

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

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

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EXHIBIT A

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

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
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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 A

COPY

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	

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 WISCONIN:

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
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LUCAS C. LOGIC
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llogic@ammr.net

FILED
07-18-2024
Walworth County
Clerk of Circuit Court
2024CV000441
Honorable Phillip A. Koss
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STATE OF WISCONSIN CIRCUIT COURT WALWORTH COUNTY

CITY OF LAKE GENEVA,
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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 AGREEEMENTS 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
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LUCAS C. LOGIC
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llogic@ammr.net

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 it's ordinance completing phase 1. Thereafter the Village shall adopt a subsequent ordinance adjusting the boundary lines a final time to include the remaining parcels of the Town; and

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

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

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

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

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

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

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

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

I. 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 Subdivsion 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

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.

Dated: 5-20-24

VILLAGE OF BLOOMFIELD,

By: _____
Daniel Aronson, President

Dated: 5-20-24

TOWN OF BLOOMFIELD

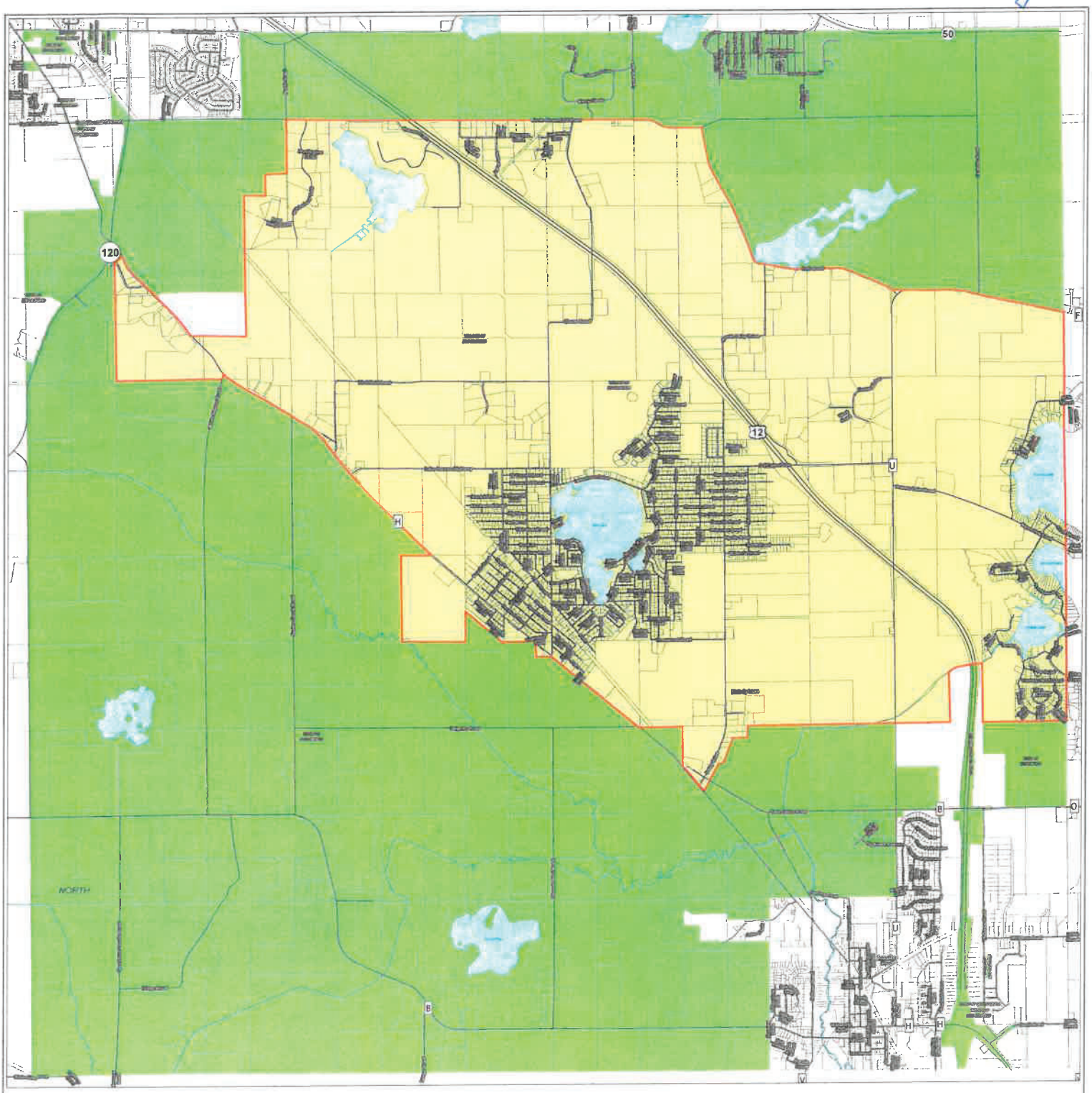
By: _____
Sue Leedle, Chairperson

Drafted by:

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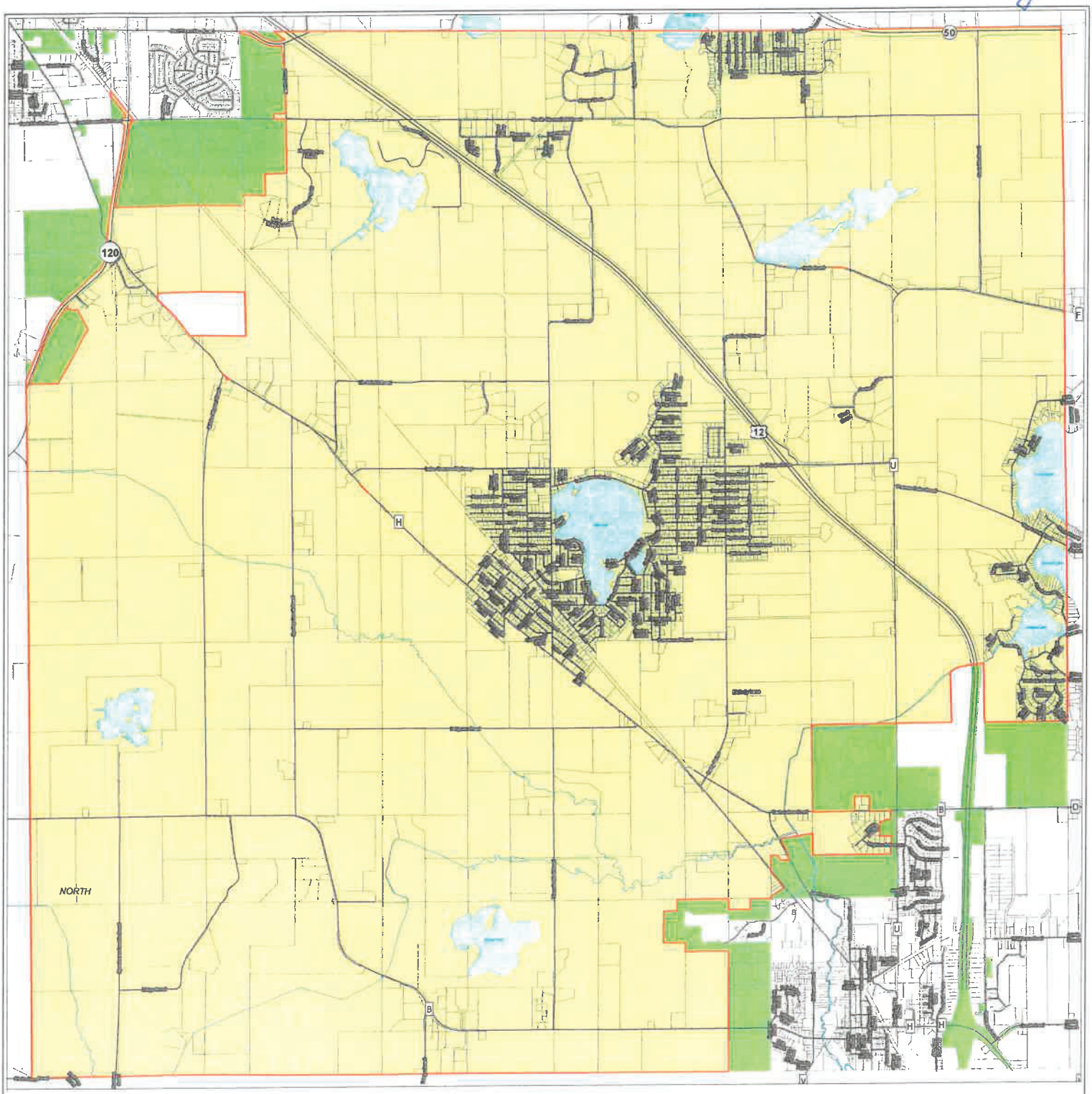
COPY



Town and Village of Bloomfield

Exhibit A

COPY



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

Bloomfield

New Village of Bloomfield

Exhibit B

N
0 0.25 0.5
Miles

kapur

Date: 5/20/2024

COPY

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
MA508300001
MA508300002
MA509500001
MA509500002
MA514400001
MA514500001
MB 100001
MB 100002
MB 100003
MB 100004
MB 100005
MB 100006
MB 100007
MB 200001
MB 200001A
MB 200002
MB 200002A
MB 200004
MB 200005
MB 200006
MB 200007
MB 200008
MB 300002
MB 300002A
MB 300002B
MB 300002C
MB 300002D
MB 300003
MB 300003A
MB 300003B
MB 300010
MB 300012A1
MB 300013
MB 300014
MB 400002
MB 400003
MB 400003B
MB 400003C
MB 500001
MB 500002
MB 500002A
MB 500010
MB 700001

Parcel Number
MB 700002
MB 700002A
MB 700002B
MB 700002C
MB 700002E
MB 700003
MB 700005C
MB 700005D
MB 700005D2
MB 700005E
MB 700006C
MB 800005
MB 800013
MB 1100001
MB 1100001A
MB 1100002
MB 1100003
MB 1100003A
MB 1100004B
MB 1100004D
MB 1100004E
MB 1200001
MB 1200002
MB 1200003A
MB 1200005
MB 1200005A
MB 1200012
MB 1600006
MB 1700007
MB 1700007A
MB 1700008
MB 1700010
MB 1700010A
MB 1700011
MB 1700011B
MB 1700011E
MB 1700012
MB 1700013
MB 1700014
MB 1700015
MB 1800001
MB 1800002
MB 1800002A

Parcel Number
MB 1800003
MB 1800005
MB 1800006
MB 1900001
MB 1900002
MB 1900003
MB 1900004
MB 1900005
MB 1900005A
MB 1900007
MB 2000001
MB 2000002
MB 2000003
MB 2000003A
MB 2000004
MB 2000004A
MB 2000005
MB 2000006
MB 2000006A
MB 2000007
MB 2000007A
MB 2100001
MB 2100004A
MB 2100005
MB 2100006
MB 2100007
MB 2100007C
MB 2200002
MB 2200002B
MB 2600001A
MB 2600003
MB 2600003A
MB 2600003B
MB 2600004
MB 2600004A
MB 2600004B
MB 2600005B
MB 2600005C
MB 2600005D
MB 2600005E
MB 2600005F
MB 2600006A
MB 2600006B

COPY

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
MGDW 00006
MGDW 00007
MGDW 00008
MGDW 00009
MGDW 00010
MGDW 00011
MGDW 00012
MGDW 00013
MGDW 00014
MGDW 00015
MGDW 00016
MGDW 00018
MGDW 00019
MGDW 00020
MGDW 00021
MGDW 00022
MGDW 00024
MGDW 00025
MGDW 00026
MGDW 00027
MGDW 00028
MGDW 00029
MGDW 00030
MIR 00001
MIR 00002
MIR 00003
MIR 00004
MIR 00005
MIR 00006
MIR 00007
MIR 00008
MIR 00010
MIR 00011
MIR 00012
MIR 00014
MIR 00015
MIR 00016
MIR 00017
MIR 00018
MIR 00019
MIR 00023
MIR 00025
MIR 00029

Parcel Number
MIR 00030
MIR 00031
MIR 00032
MIR 00033
MIR 00035
MIR 00036
MIR 00037
MIR 00038
MIR 00040
MIR 00041
MIR 00042
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MIR 00044
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MIR 00057
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MIR 00060
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MIR 00062
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MIR 00065
MIR 00066
MIR 00068
MIR 00069
MIR 00072
MIR 00074
MIR 00075
MIR 00076
MIR 00079
MIR 00082
MIR 00083
MIR 00084
MIR 00086

Parcel Number
MIR 00087
MIR 00088
MIR 00089
MIR 00090
MIR 00092
MIR 00093
MIR 00094
MIR 00095
MIR 00096
MIR 00097
MIR 00098
MIR 00102
MIR 00103
MIR 00105
MIR 00106
MIR 00108
MIR 00109
MIR 00110
MIR 00111
MIR 00112
MIR 00113
MIR 00116
MIR 00119
MIR 00120
MIR 00124
MIR 00125
MIR 00126
MIR 00128
MIR 00129
MIR 00132
MIR 00134
MIR 00135
MIR 00136
MIR 00137
MIR 00141
MIR 00142
MIR 00143
MIR 00144
MIR 00145
MIR 00146
MIR 00148
MIR 00150
MIR 00151

COPY

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
MIR 00339
MIR 00340
MIR 00343
MIR 00344
MIR 00346
MIR 00349
MIR 00350
MIR 00351
MIR 00352
MIR 00353
MIR 00354
MIR 00356
MIR 00357
MIR 00358
MIR 00359
MIR 00360
MIR 00361
MIR 00362
MIR 00364
MIR 00366
MIR 00367
MIR 00370
MIR 00372
MIR 00374
MIR 00376
MIR 00377
MIR 00378
MIR 00380
MIR 00384
MIR 00387
MIR 00388
MIR 00389
MIR 00390
MIR 00391
MIR 00392
MIR 00394
MIR 00397
MIR 00398
MIR 00399
MIR 00401
MIR 00402
MIR 00403
MIR 00404

Parcel Number
MIR 00405
MIR 00406
MIR 00407
MIR 00408
MIR 00409
MIR 00410
MIR 00412
MIR 00413
MIR 00415
MIR 00416
MIR 00417
MIR 00419
MIR 00421
MIR 00422
MIR 00422A
MIR 00423
MIR 00424
MIR 00425
MIR 00426
MIR 00428
MIR 00430
MIR 00431
MIR 00432
MIR 00433
MIR 00434
MIR 00435
MIR 00436
MIR 00437
MIR 00439
MIR 00440
MIR 00441
MIR 00443
MIR 00445
MIR 00446
MIR 00448
MIR 00449
MIR 00450
MIR 00451
MIR 00452
MIR 00453
MIR 00454
MIR 00455
MIR 00456

Parcel Number
MIR 00457
MIR 00458
MIR 00459
MIR 00461
MIR 00463
MIR 00465
MIR 00467
MIR 00468
MTU 00001
MTU 00002
MTU 00003
MTU 00004
MTU 00005
MTU 00006
MTU 00007
MTU 00008
MTU 00009
MTU 00010
MTU 00011
MTU 00012
MTU 00013
MTU 00014
MTU 00015
MTU 00016
MTU 00017
MTU 00018
MTU 00019
MTU 00020
MTU 00021
MTU 00022
MTU 00023
MTU 00024
MTU 00025
MTU2 00001
MTU2 00002
MTU2 00003
MTU2 00015

COPY

EXHIBIT D
TOWN REMNANT

Parcel Number
MB 2600006
MB 2600005A
MB 3500002B
MB 3500005
MB 3500006
MB 3500006A
MB 3500006B
MB 3500007
MA387100001
MA110500001
MA110500001 ROW
MA 69500001
MB 3400001B
MB 3400001C
MB 3400001C1
MB 3500002C
MB 3500002
MB 3500004
MB 3500002A
MB 2600007
MB 2600007 ROW
MB 2600005
MB 2600002
MA203500001
MB 2500004C
MB 2600002B
MGDW 00023
MB 3600007B
MB 3600013
MB 3600007A
MB 2600002A
MB 2500002
MB 2500001
MB 2500004B ROW
MB 2500004B
MB 2500004
MB 2500004A
MB 2500004A ROW
MA294000002
MB 3600008
MA 13200001
MA 13200001 ROW
MB 3600003F ROW
MB 3600003F
MB 3600003D
MB 3600003D ROW

Parcel Number
MB 3600009
MB 700004C
MB 700004D
MA351700001
MB 500011
MA 46900003
MA 46900002
MA 46900001
MB 600007C
MB 500007A
MB 600007I
MB 600007G
MB 500007C
MB 500007
MA 56400002
MA 39100001
MB 600012A
MB 600011
MB 600011A
MB 500003
MA 68100001
MA 57300001
MB 600005
MB 700004A ROW
MB 700004B ROW
MB 500003A
MA4303400001-OVERLAP
MB 600007D
MB 600009
MB 600009
MB 700004
MB 600007E
MB 600010
MB 500006
MB 500006A
MB 600002
MB 700005
MA460600001
MA460600001 ROW
MA400700001
MA400700002
MB 700006
MB 700005D1
STH 12 ROW

FILED
02-09-2026
Walworth County
Clerk of Circuit Court
2024CV000441

DATE SIGNED: February 5, 2026

STATE OF WISCONSIN CIRCUIT COURT WALWORTH COUNTY

Electronically signed by Estee Scholtz
Circuit Court Judge

CITY OF LAKE GENEVA,

Plaintiff,

v. Case No. 24CV441

VILLAGE OF BLOOMFIELD, and,
TOWN OF BLOOMFIELD

Defendants.

ORDER GRANTING SUMMARY JUDGMENT AND FOR DISMISSAL

The Defendants, having filed a Motion for Summary Judgment, the Honorable Estee Scholtz, after considering all pleadings and papers of record, all arguments of the parties and independent review of the case law;

The Court, having issued an oral ruling on January 16, 2026, with Attorney Matthew B. Parmentier appearing on behalf of the Defendants and Attorney H. Stanley Riffle appearing on behalf of the Plaintiff;

NOW, THEREFORE, IT IS HEREBY ORDERED that Defendants Motion for Summary Judgment is granted for the reasons stated on the record.

IT IS FURTHER ORDERED that this case is dismissed, with prejudice.

This is a final order for purposes of appeal.

BY THE COURT

FILED
03-03-2026
Walworth County
Clerk of Circuit Court
2024CV000441

STATE OF WISCONSIN, CIRCUIT COURT, Walworth **COUNTY**

City of Lake Geneva

(party designation) Plaintiff

-vs-

Village of Bloomfield, and
Town of Bloomfield

(party designation) Defendants

Notice of Appeal

Case No. 24-CV-441

Notice is hereby given that (Name of party filing appeal) the City of Lake Geneva appeals to the Court of Appeals, District II, from [Choose one] ☑ the whole ☐ a part of the final judgment or order, entered on (Date) February 9, 2026 in the circuit court for Walworth County, the Honorable (Name of Judge) Estee Scholtz, presiding, in favor of (Name of party opposing appeal) the Village of Bloomfield and Town of Bloomfield, and against (Name of party filing appeal) the City of Lake Geneva, wherein the court (Describe judgment or order) granted summary judgment in favor of the Defendants.

NOTE: If this is an appeal under §809.30 or §809.32, also include the following [*see* §809.10(1)]:

- If a postconviction motion was not filed, state the date of service of the last transcript or service of a copy of the circuit court case record.

  If a postconviction motion was filed, state the date of the order deciding the postconviction motion(s).

- If the Court of Appeals established any other filing deadline, state it.

If counsel is appointed under ch. 977, a copy of the order appointing counsel should be attached to the notice of appeal.

This [Choose one] ☐ is ☑ is not an appeal within Wisconsin Statutes §752.31(2).
This [Choose one] ☐ is ☑ is not an appeal to be given preference in the circuit court or court of appeals pursuant to statute.

Date: 3/3/2026

Signature of Filing Attorney or Party	Telephone Number	State Bar Number (if applicable)
/s/ Electronicallly Signed by H. Stanley Riffle	(262)548-1340	1012704
Name Printed or Typed	**Email Address (if any)**	
H. Stanley Riffle	sriffle@ammr.net	
Address		
730 N. Grand Avenue, Waukesha, WI 53186		

This completed form must be *filed* with the clerk of the circuit court in which the judgment or order appealed from was entered. In addition, copies of this completed form must be served upon the following:

1. Opposing counsel; and
2. any other party.

The clerk of circuit court shall forward this form to the Court of Appeals.