



**ORDINANCE NO 2026-O-03**

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

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**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 representing the Town Remnant 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 263 based on the latest estimated population from the Department of Administration.

Adopted this 11<sup>th</sup> day of May 2026



By:   
Dan Aronson, President

Attest:   
Candace Kinsch, Village Clerk

**EXHIBIT A**  
**PHASE 2 OF TRANSFERRED LANDS TO THE VILLAGE OF**  
**BLOOMFIELD**

| <b>Parcel Number</b> | <b>Parcel Number</b> |
|----------------------|----------------------|
| All Town ROWs        | MB700005D1           |
| All Town Road Gaps   | MB700006             |
| All Town Overlaps    | MB2500004            |
| MA13200001           | MB2500004A           |
| MA39100001           | MB2500004B           |
| MA46900001           | MB2500004C           |
| MA46900002           | MB2600002            |
| MA46900003           | MB2600002A           |
| MA56400002           | MB2600002B           |
| MA57300001           | MB2600005            |
| MA68100001           | MB2600005A           |
| MA69500001           | MB2600006            |
| MA110500001          | MB2600007            |
| MA294000002          | MB3400001B           |
| MA351700001          | MB3400001C           |
| MA387100001          | MB3400001C1          |
| MA400700001          | MB3500002            |
| MA400700002          | MB3500002A           |
| MA460600001          | MB3500002B           |
| MB500003A            | MB3500002C           |
| MB600002             | MB3500004            |
| MB600005             | MB3500005            |
| MB600007C            | MB3500006            |
| MB600007D            | MB3500006A           |
| MB600007E            | MB3500006B           |
| MB600007G            | MB3500007            |
| MB600007I            | MB3600003D           |
| MB600011             | MB3600003F           |
| MB600012A            | MB3600007A           |
| MB700004             | MB3600007B           |
| MB700004A            | MB3600008            |
| MB700004B            | MB3600009            |
| MB700004C            | MB3600013            |
| MB700004D            | MGDW00023            |
| MB700005             |                      |

**LEGAL DESCRIPTION**  
**OF LANDS TO BE TRANSFERRED**  
**FROM TOWN OF BLOOMFIELD TO VILLAGE OF BLOOMFIELD**  
**PURSUANT TO BOUNDARY LINE ADJUSTMENT (PHASE 2)**

Area 1, described as part of the Southwest 1/4 of Section 7, Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

Commencing at the Southwest corner of said Southwest 1/4 of Section 7; thence East along the South line of said Southwest 1/4, 112.96 feet to the Point of Beginning; thence continue East along said South line, 875 +/- 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 Point of Beginning.

And Area 2, described as part of the Southwest 1/4 of Section 7, Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

Commencing at the Southwest corner of said Southwest 1/4 of Section 7; thence North along the West line of said Southwest 1/4, 120 +/- feet to the West line of STH 120 and the Point of Beginning; thence North along said West line, 570 +/- feet; thence Northwest 240 +/- feet to the West line of said Southwest 1/4; thence South 630 +/- feet to the Point of Beginning.

And also Area 3, described as part of the Northwest 1/4 and the Southwest 1/4 of Section 7, and the Southwest 1/4 of Section 6, Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

Beginning at the West 1/4 corner of said Section 7; thence North along the West line of said Northwest 1/4, 2,640 +/- feet to the Northwest corner of the Northwest 1/4; thence East along the North line of said Northwest 1/4, 2,330 +/- feet to the centerline of Wells Street; thence Northwest 960 +/- feet; thence East along the North line of Certified Survey Map 469, 334 +/- feet; thence South along the East line of said Certified Survey Map, 518.86 feet; thence East 400 +/- feet to the West line of STH 120; thence Southwest along said West line, 3,850 +/- feet; thence Northwest 367.95 feet to the South line of said Northwest 1/4 of said Section 7; thence West along said South line, 840.72 feet to the Point of Beginning.

And also Area 4, described as part of the Northeast 1/4 of Section 6, Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

Commencing at the Southwest corner of the Northeast 1/4 said Section 6; thence North along the West line of said Northeast 1/4, 33.00 feet to the Point of Beginning; thence continue North along





the West line of said Northeast 1/4, 720 +/- feet to the South line of Certified Survey Map 2435; thence Southeast 740 +/- feet; thence South 91.14 feet to the North line of Bloomfield Road; thence Southwest along said North line, 170.38 feet; thence West along said line, 275 +/- feet to the Point of Beginning.

And also Area 5, described as part of the Southwest 1/4 of Section 6, Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

Commencing at the West 1/4 corner of said Section 6; thence East along the North line of said Southwest 1/4, 1,644.26 feet to the Point of Beginning; thence continue East along said North line, 262.00 feet; thence South 435.71 feet; thence West 134.69 feet; thence North 165.21 feet; thence West 295 +/- feet to the centerline of Wells Street; thence Northwest along said centerline, 124.70 feet; thence East 205.65 feet; thence North 165.16 feet to the Point of Beginning.

And also Area 6, described as part of the Northwest 1/4 of Section 6, Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

All of Lot 1 of Certified Survey Map 391.

And also Area 7, described as part of the Northwest 1/4 of Section 6, Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

Beginning at the Northwest corner of said Section 6; thence East along the North line of said Northwest 1/4, 1,050 +/- feet; thence Southeast 960 +/- feet; thence West 1,408.10 feet to the centerline of Wells Street; thence Southeast along said centerline, 600 +/- feet; thence West 556 +/- feet to the East line of Mobile Street; thence North along said East line, 288.16 feet; thence East 336 +/- feet to the West line of Wells Street; thence North along said West line, 498 +/- feet; thence East 510 +/- feet; thence North 303.92 feet; thence West 255.00 feet; thence South 125.00 feet; thence West 184.17 feet; thence Southwest 130.35 feet to the centerline of Wells Street; thence Northwest along said centerline, 17.34 feet to the West line of said Northwest 1/4; thence North along said West line, 364.22 feet to the Point of Beginning.

And also Area 8, described as part of the Northwest 1/4 of Section 6, Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

All of Lot 1 of Certified Survey Map 681.

And also Area 9, described as part of the Northwest 1/4 of Section 6, Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

All of Lot 1 of Certified Survey Map 573.





And also Area 10, described as part of the Northwest 1/4 and Northeast 1/4 of Section 6, Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

Beginning at the North 1/4 corner of said Section 6; thence East along the North line of said Northeast 1/4, 260 +/- feet; thence South 211 +/- feet; thence Southwest 104.84 feet; thence West 175 +/- feet; thence South 433.85 feet; thence West 220.29 feet; thence North 730 +/- feet to the North line of said Northwest 1/4; thence East along said North line, 202.14 feet to the Point of Beginning.

And also Area 11, described as part of the Northeast 1/4 and Northwest 1/4 of Section 5, Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

Commencing at the North 1/4 corner of said Section 5; thence West along the North line of said Northwest 1/4, 310 +/- feet to the Point of Beginning; thence Southeast along the West line of USH 12, 400 +/- feet to the North line of Townline Road; thence West along said North line, 1050 +/- feet to the North line of said Northwest 1/4; thence East along said North line, 615 +/- feet to the Point of Beginning.

And also Area 12, described as part of the Southwest 1/4 and Northwest 1/4 of Section 35, the Northeast 1/4 of Section 34, the Southwest 1/4, Southeast 1/4, and Northeast 1/4 of Section 26, and the Northwest 1/4 and Southwest 1/4 of Section 25, 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 35; thence East along the South line of said Southwest 1/4, 1,320 +/- feet; thence North 3,960 +/- feet; thence West 1,600 +/- feet; thence North 35 +/- feet; thence West 474.40 feet; thence North 473.63 feet; thence West 413.99 feet; thence Southwest 103.28 feet; thence North 489.51 feet; thence Southeast 309.73 feet; thence East 1,048.47 feet; thence South 192 +/- feet; thence East 1,320 +/- feet; thence North 660 +/- feet to the North line of Section 35; thence East along said North line, 3,960 +/- feet to the Southeast corner of said Section 26; thence North along the East line of said Southeast 1/4, 2,410 +/- feet; thence East 229 +/- feet; thence North 229 +/- feet to the South line of the Southwest 1/4 of said Section 25; thence East along said South line, 870 +/- feet; thence North 55.00 feet to the North line of CTH B; thence East along said North line, 220 +/- feet; thence North 1,287 +/- feet; thence West 1,320 +/- feet to the West line of said Northwest 1/4; thence North along said West line, 1,320 +/- feet to the Northeast corner of said Section 26; thence West along the North line of said Northeast 1/4, 2,640 +/- feet to the North 1/4 corner of Section 26; thence South along the West line of said Northeast 1/4, 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, 467 +/- 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 Northwest 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 and the Point of Beginning.

And also Area 13, described as part of the Southwest 1/4 of Section 24, the Northeast 1/4, Northwest 1/4, the Southwest 1/4, and Southeast 1/4, of Section 25, and Northwest 1/4, the Southwest 1/4, and Southeast 1/4, of Section 36, all in Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

Commencing at the Northeast corner of the Southwest 1/4 of said Section 25; thence South along the East line of said Southwest 1/4 and the centerline of Williams Road, 55.00 feet to the Point of Beginning; thence continue South along said line, 1,055 +/- feet; thence West 425.71 feet to the East





line of USH 12; thence South along said East line, 5,705 +/- feet to the South line of vacated South Road; thence East along said South line, 375 +/- feet to the East line of Williams Road; thence South along said East line, 425 +/- feet to the North line of South Road; thence East along said North line, 1,330 +/- feet; thence South 66.00 feet to the South line of South Road; thence West along said South line, 1,400 +/- feet to the East line of USH 12; thence South 1,000 +/- feet to the South line of the Southeast 1/4 of said Section 36; thence West along said South line, 175 +/- feet to the East line of USH 12; thence North 1,440 +/- feet to an East line of USH 12 right of way; thence South along said East line; 960 +/- feet to the South line of the Southwest 1/4 of said Section 36; thence West along said South line, 285.00 feet to the a West line of said USH 12 right of way; thence North along said West line, 671.87 feet; thence West 395.54 feet; thence North 765 +/- feet to the North line of Walworth Street; thence East along said North line, 285 +/- feet to the West of USH 12; thence North along said West line, 6,170 +/- feet; thence West 198.82 feet; thence North 325.80 feet to the South line of CTH B; thence East along said South line, 202.28 feet to the West line of said USH 12; thence North along said West line, 4,500 +/- feet to the centerline of the East Branch of Nippersink Creek; thence East along said centerline, 265 +/- feet to the East line of USH 12; thence South along said East line, 4,400 to the North line of CTH B; thence East along said North line, 600 +/- feet; thence South 110.00 feet to the South line of CTH B; thence West along said South line, 212.10 feet to the Point of Beginning.

And also Area 14, described as part of the Northeast 1/4, of Section 36, all in Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

Commencing at the Southwest corner of said Northeast 1/4; thence North along the West line of said Northeast 1/4 and the centerline of Williams Road, 135.28 feet to the Point of Beginning; thence continue North along said line, 626.15 feet; thence East 208.74 feet; thence South 626.07 feet; thence West 208.49 feet to the Point of Beginning.

And also Area 15, described as part of the Southwest 1/4, of Section 36, all in Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;

Commencing at the South 1/4 corner of said Section 36; thence North along the East line of said Southwest 1/4 and the centerline of Williams Road, 1,790 +/- feet to the Point of Beginning; thence West 199.75 feet; thence North 200.00 feet; thence East 199.75 feet to the East line of said Southwest 1/4 and the centerline of Williams Road; thence South along said line, 200.00 feet to the Point of Beginning.

And also Area 16, described as part of the Southwest 1/4, of Section 36, all in Township 1 North, Range 18 East, Town of Bloomfield, Walworth County, Wisconsin, more particularly described as follows;





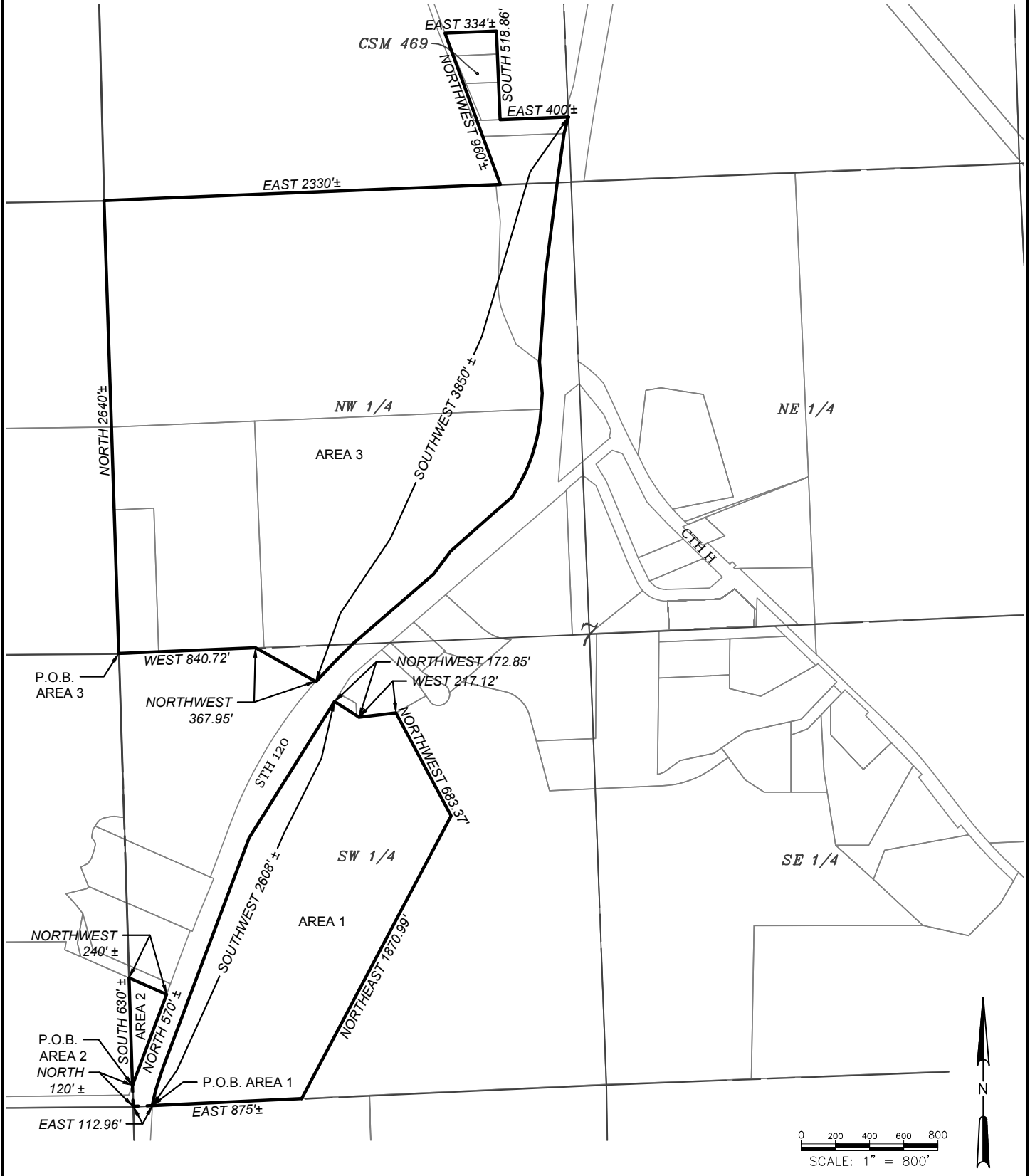
Commencing at the South 1/4 corner of said Section 36; thence North along the East line of said Southwest 1/4 and the centerline of Williams Road, 1,650 +/- feet to the Point of Beginning; thence West 300.00 feet; thence North 70.00 feet; thence East 300.00 feet to the East line of said Southwest 1/4 and the centerline of Williams Road; thence South along said line, 70.00 feet to the Point of Beginning.

**Total of combined parcels contain, 38,501,704 square feet (884 acres), more or less.**





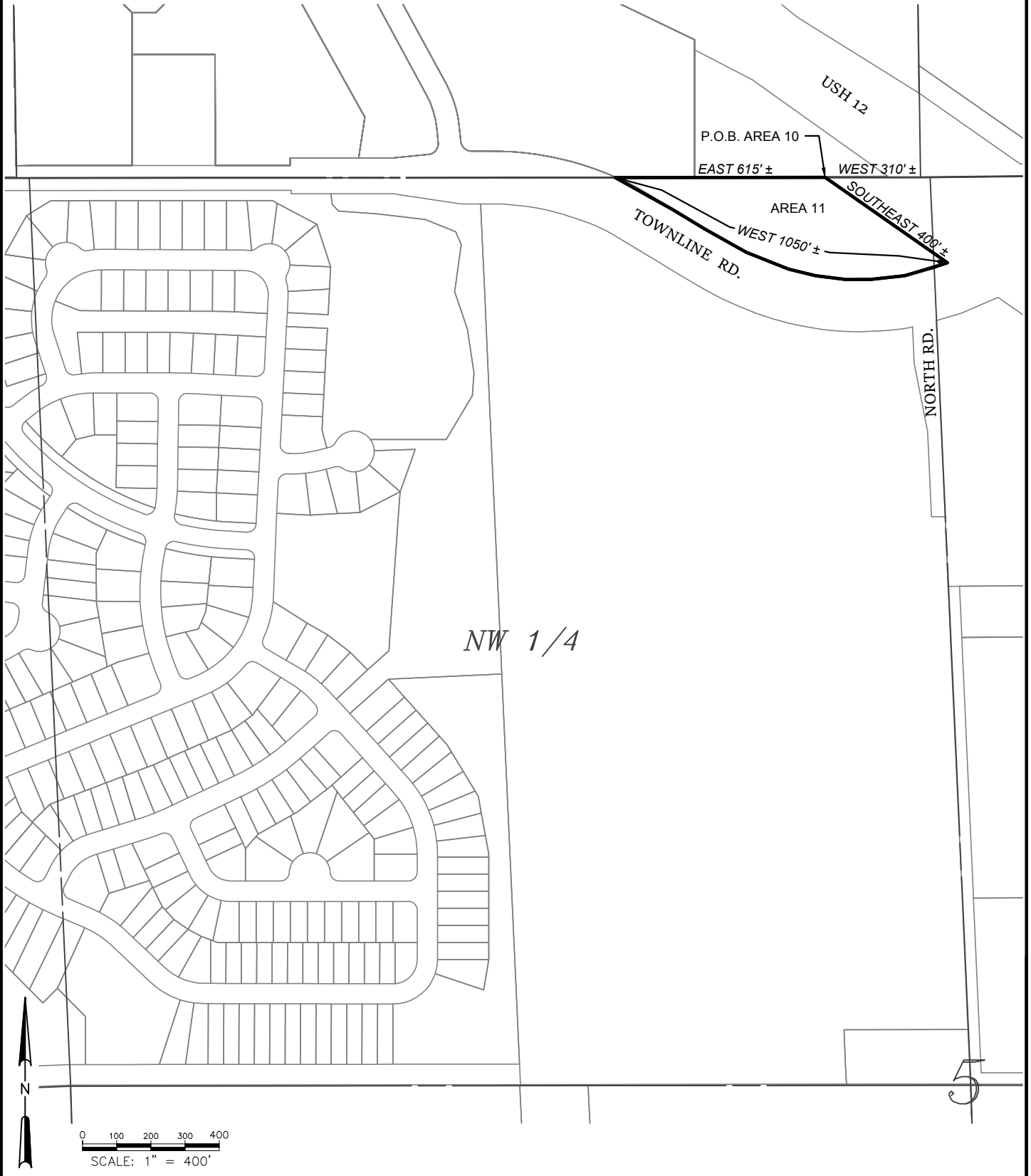
# ICA PHASE 2 MAPS



**ICA PHASE 2**  
 Village of Bloomfield,  
 Walworth County, Wisconsin

|               |  |            |                  |
|---------------|--|------------|------------------|
| DRAWN BY: CWW |  | REVISIONS: | DATE: 05/11/2026 |
| CHECKED: GRS  |  |            | SCALE: 1" = 800' |
| APPROVED: GRS |  |            | SHEET NUMBER:    |
|               |  |            | <b>2 of 7</b>    |

# ICA PHASE 2 MAPS



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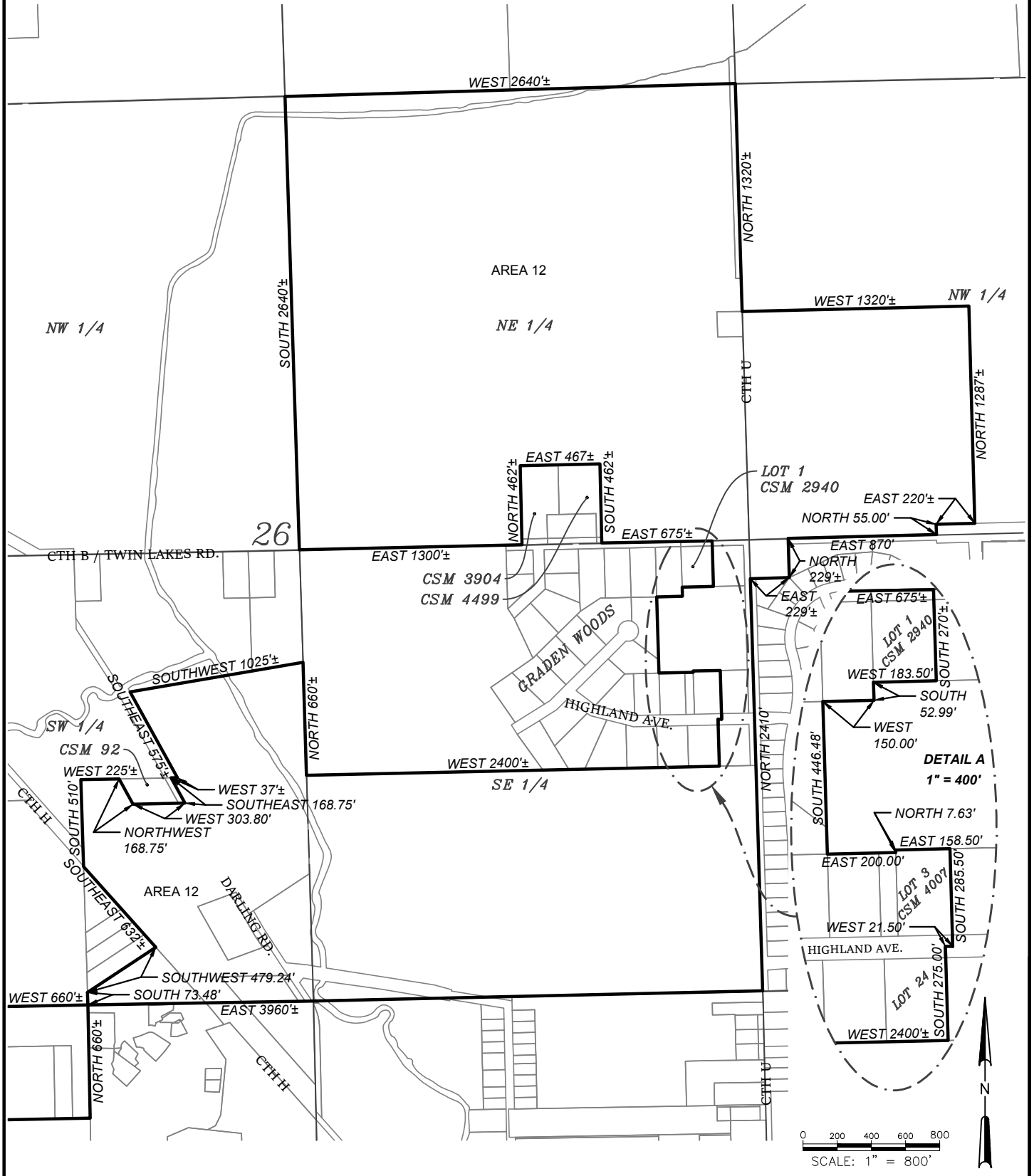


**ICA PHASE 2**  
 Village of Bloomfield,  
 Walworth County, Wisconsin

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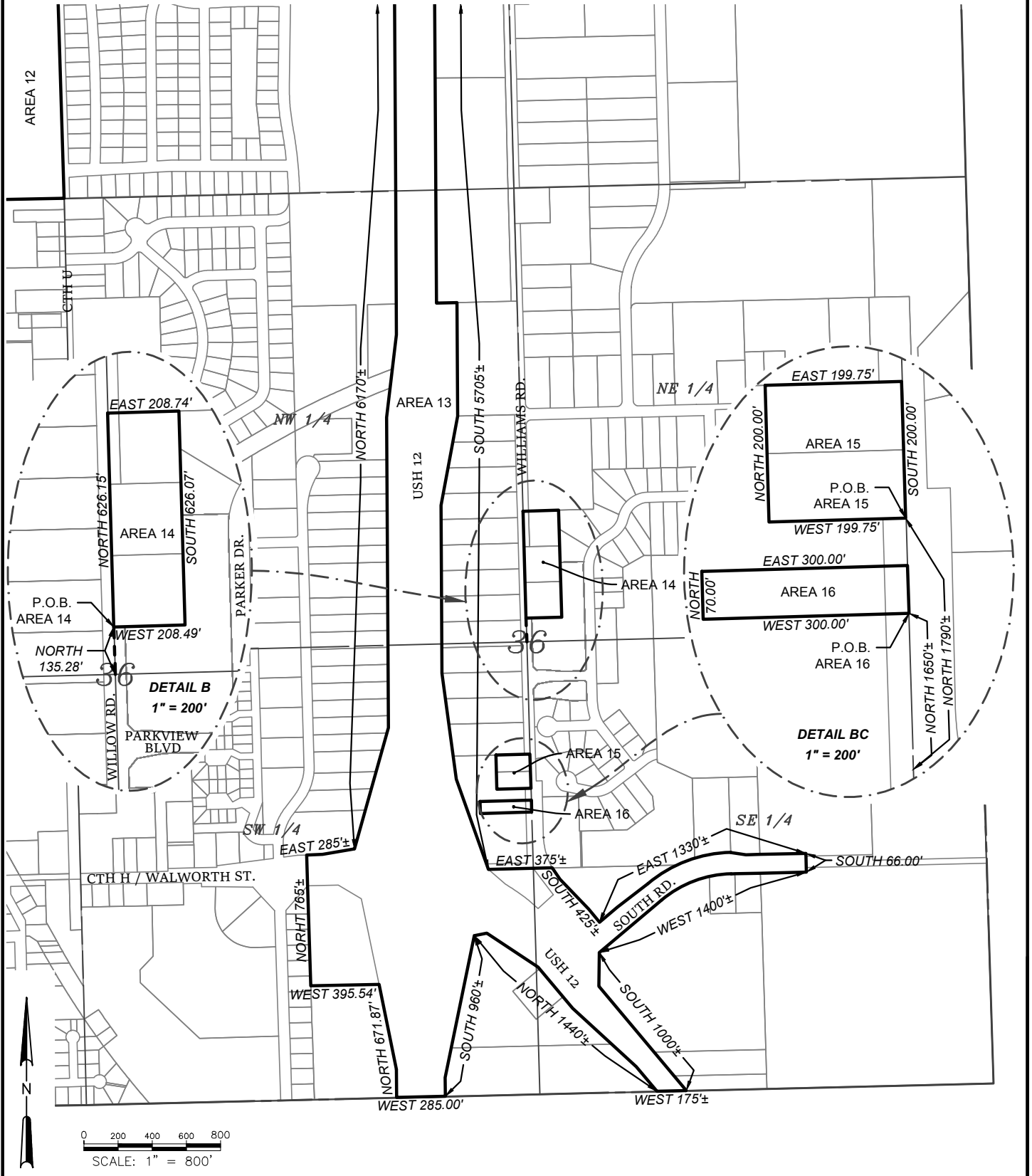
# ICA PHASE 2 MAPS



**ICA PHASE 2**  
 Village of Bloomfield,  
 Walworth County, Wisconsin

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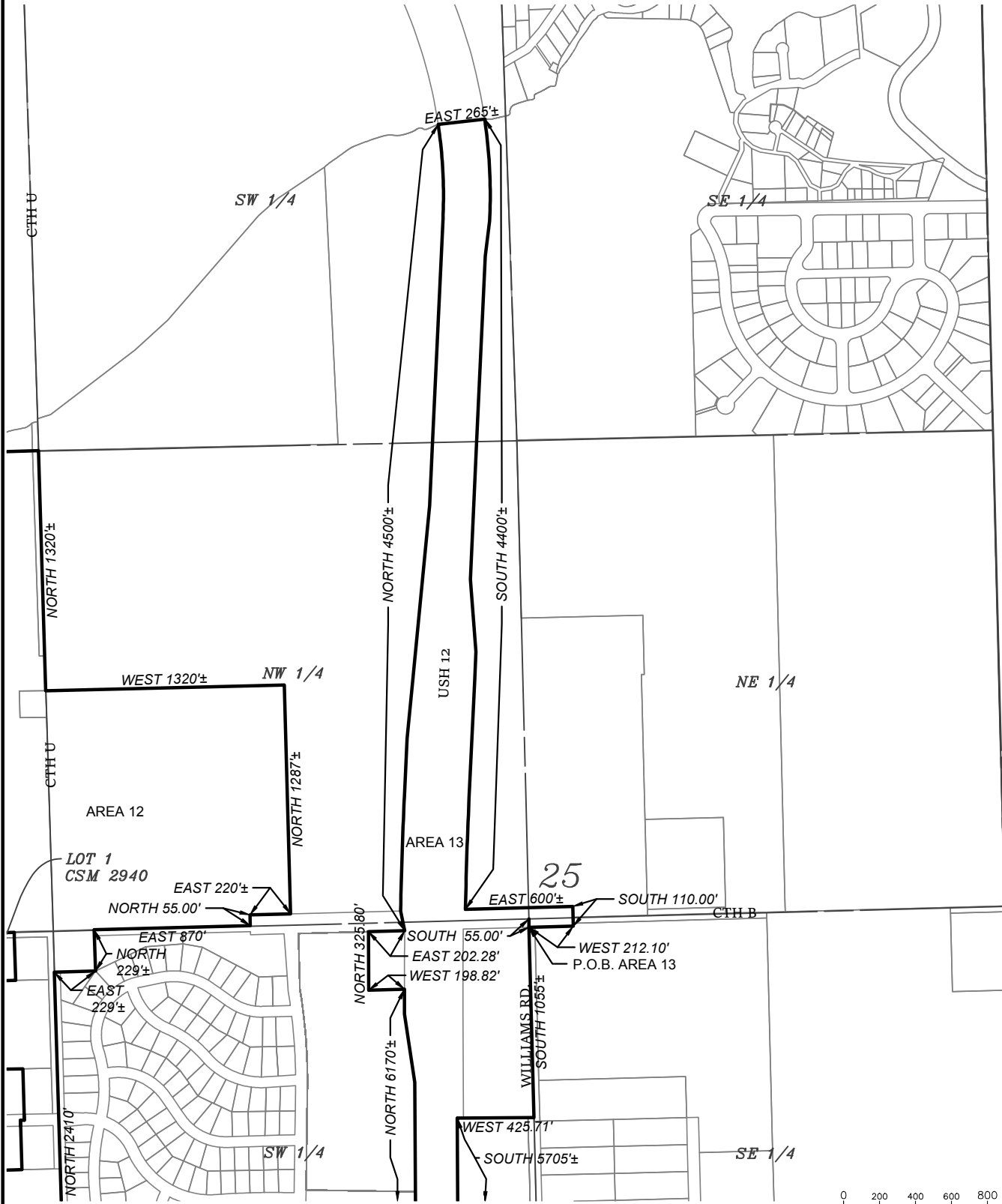
# ICA PHASE 2 MAPS



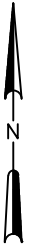
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 Walworth County, Wisconsin

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# ICA PHASE 2 MAPS

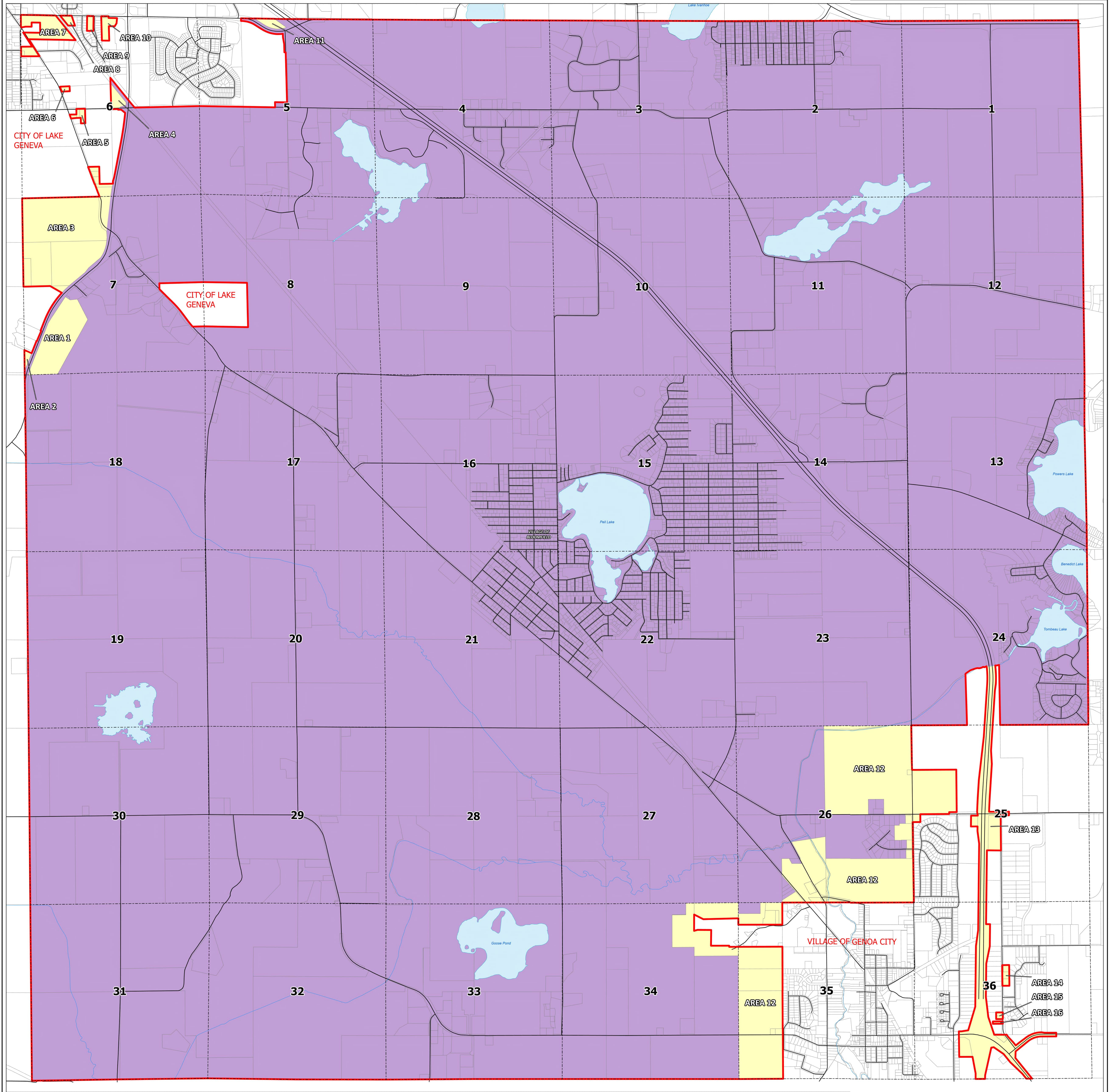


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

**ICA PHASE 2**  
Village of Bloomfield,  
Walworth County, Wisconsin

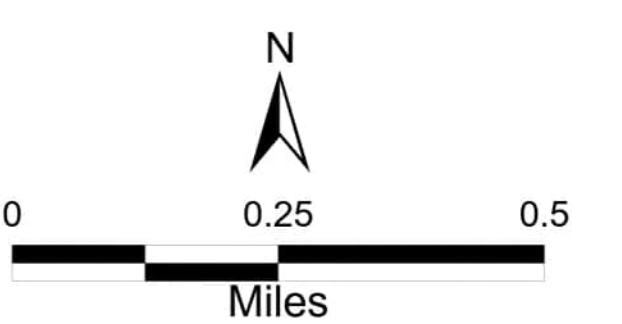
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| APPROVED: GRS |  |            | SHEET NUMBER:    |
|               |  |            | <b>7 of 7</b>    |



# Village of Bloomfield

## Exhibit B Village of Bloomfield New Boundary

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



# Municipal LAW

& LITIGATION GROUP

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

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LUCAS C. LOGIC  
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.

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

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

Regarding ORD11840

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



**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

State Bar No: 1115461

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[llogic@ammr.net](mailto:llogic@ammr.net)

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

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

Plaintiff,

v.

Case No. 24CV441  
Case Code: 30701 & 30704

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

and,

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

Defendants.

**AMENDED COMPLAINT**

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

**PARTIES**

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

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

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

### **JURISDICTION AND VENUE**

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

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

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

### **STATUTORY FRAMEWORK FOR INTERGOVERNMENTAL COOPERATION AGREEMENTS TO DETERMINE MUNICIPAL BOUNDARIES**

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

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

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

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

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

#### **FACTUAL BACKGROUND**

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

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

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

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

#### **The “Agreement”**

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

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

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

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

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

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

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

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

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

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

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

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

### Standing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PRAYER FOR RELIEF**

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

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

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

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

Dated this 30<sup>th</sup> 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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EXHIBIT A  
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**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN TOWN OF  
BLOOMFIELD AND VILLAGE OF BLOOMFIELD**

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

**RECITALS**

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

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

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

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

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

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

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

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

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

## EXHIBIT A

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

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

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

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

**I. Term of Agreement.** The Term of this Agreement shall be ten (10) years from the Effective Date. The "Effective Date" shall be the date upon the last of the duly authorized representatives of the Town and Village sign this Agreement,

**II. Agreement Procedure.** Prior to approving this Agreement by resolution, the Town and Village held a joint meeting on April 22, 2024, a joint public hearing in accordance with Wis. Stat. § 66.0301(b)(c), and the Town and Village provided notice of a pending agreement and public hearing by publishing a class 1 notice and by giving notice to each property owner affected by certified mail at least 20 days before the public hearing, in accordance with Wis. Stat. § 66.0301(b)(c).

**III. Apportionments of Assets and Liabilities.** Unless stated herein, the apportionment of assets and liabilities between the Town and Village shall be determined pursuant to Wis. Stat. § 66.0235.

a. Until 11:59 p.m. on August 18, 2024, all assets and liabilities of the Town shall be assigned to the Village.

b. An Apportionment Board, consisting of representatives of the Town and Village, shall convene on or before August 28, 2024, to begin discussions regarding apportionment of assets between the Town and Village, in accordance with Wis. Stat. § 66.0235.

c. Notwithstanding the foregoing subparagraph (b), because the boundary line between the Town and Village will change (due to the operation of this Agreement) before a proper apportionment of assets and liabilities can be completed by the Apportionment Board, the Apportionment Board shall wait until the new boundary line is established before completing the apportionment process. The post-boundary-line change areas of the Town and Village, respectively, shall be used to determine the average assessed values of the Town area and Village areas for the preceding five years. After a boundary-change ordinance is adopted, filed, and

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

d. Before apportioning any other asset or liability, all unrestricted monetary assets and liabilities presently owned by the Town shall be apportioned in accordance with the formula contained at Wis. Stat. § 66.0235(2)(b) based upon the average assessed valuation for the preceding five (5) years of the post-boundary-line change Town and Village areas, respectively.

e. Any monetary funds that are restricted for a particular use shall retain said restrictions after apportionment.

f. During and after the apportionment process, non-monetary assets such as vehicles, land, buildings and/or inventory, may, at the option of the Apportionment Board, remain Town property or may be transferred to the Village in accordance with the formulas contained in Wis. Stat. § 66.0235; in the alternative, the Apportionment Board may decide that certain assets will be jointly owned by the Town and Village in a proportion to be determined by the Apportionment Board. If the Apportionment Board decides that any asset, such as the current Town/Village Hall shall be jointly owned post-apportionment, the Apportionment Board shall also allocate responsibility for the maintenance, insurance, preservation, and other obligations related to said asset. Deeds or other instruments reflecting changes in ownership shall be executed and recorded as necessary.

g. Following apportionment, the Town shall lease any real estate, building, or other non-monetary assets that it retains after apportionment, to the Village in exchange for payment of one dollar (\$1.00) in annual consideration. The Village's compliance with the other terms and conditions contained in the Agreement will serve as additional consideration for said lease.

#### IV. Provision of Municipal Services.

a. Public Works. The Town and Village have previously entered into an Intergovernmental Agreement authorizing the Village to provide public works and related services to the Town. Those same services shall continue.

(i) Bloomfield Highlands. The Town has agreed, by December 31, 2025, to complete and maintain the roads for within Bloomfield Highlands Subdivision and to levy a special assessment against the properties which adjoin the subdivision roads. The Village hereby assumes this obligation. Upon completion of the work to town road standards, the Village shall accept the roads.

b. Public Safety. Fire and rescue services shall continue to be provided to Town and Village property owners and residents by the Bloomfield-Genoa City Fire and Rescue.

## EXHIBIT A

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

c. Refuse and Recycling Services. Refuse and recycling services to property owners and residents of the Town and Village shall continue to be provided by John's Disposal pursuant to the existing contract between John's Disposal and the Town/Village.

d. Parks. The Village shall be responsible for the maintenance of all parks located in the Town and Village. The existing Joint Parks, Lake & Recreation Committee will continue to administer the parks.

e. Administrative Employees and Staff. At the outset of this Agreement, the Town and Village have their own administrative staff and will continue to operate separate staff until August 18<sup>th</sup>, 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 18<sup>th</sup> 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.

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

**A. Planning.**

a. The Village of Bloomfield and the Town of Bloomfield agree to create a joint planning commission to be known as the Town/Village Planning Commission.

b. The Town/Village Joint Planning Commission shall consist of seven (7) members, two (2) of whom are appointed by the Town Chairperson subject to confirmation by the Town Board. The remaining five (5) shall be the five (5) persons presently serving on the Village Planning Commission.

c. The initial term of appointment for each Party's delegation shall be for a term of three (3) years. Village Board and Town Board members' terms shall follow their respective board terms. Following their initial appointments, regular appointments shall be made in April of each year, as needed. Following initial appointments, all members of the Town/Village Joint Planning Commission shall serve for terms of three (3) years.

d. A vacancy shall be created if a Town/Village member's residency terminates during the term of appointment or if the position is otherwise not occupied due to resignation, failure to continue in elected office if a member of the governing board or removal for cause by the governing board or the respective municipality. Vacancies shall be promptly filled of the unexpired term in the same manner as the original appointment and successors shall serve the remaining term.

e. The Town/Village Planning Commission shall have the same duties and responsibilities as granted under the Wisconsin State Statutes and local ordinances for both the Village and the Town in regards to planning commissions. Recommendations of the planning commission shall be forwarded to the appropriate municipalities' Board for review.

**Finance and Budgeting.**

a. The Village of Bloomfield and the Town of Bloomfield agree to create a joint finance committee to be known as the Town/Village Finance Committee.

b. The purpose of the Town/Village Joint Finance Committee is to coordinate the financing and budgeting of both the Town of Bloomfield and Village of Bloomfield. The Town/Village Joint Finance Committee will assist the Village Administrator in establishing the budget for both the Town of Bloomfield and the Village of Bloomfield. The Joint Finance committee will also make recommendations to their respective boards on the purchase of any capital items or proposed capital improvement programs.

c. The Town/Village Joint Finance Committee shall consist of five (5) members, one (1) who shall be appointed by the Town Chairperson subject to confirmation by the Town Board. The remaining members shall consist of the members of the current Village

EXHIBIT A  
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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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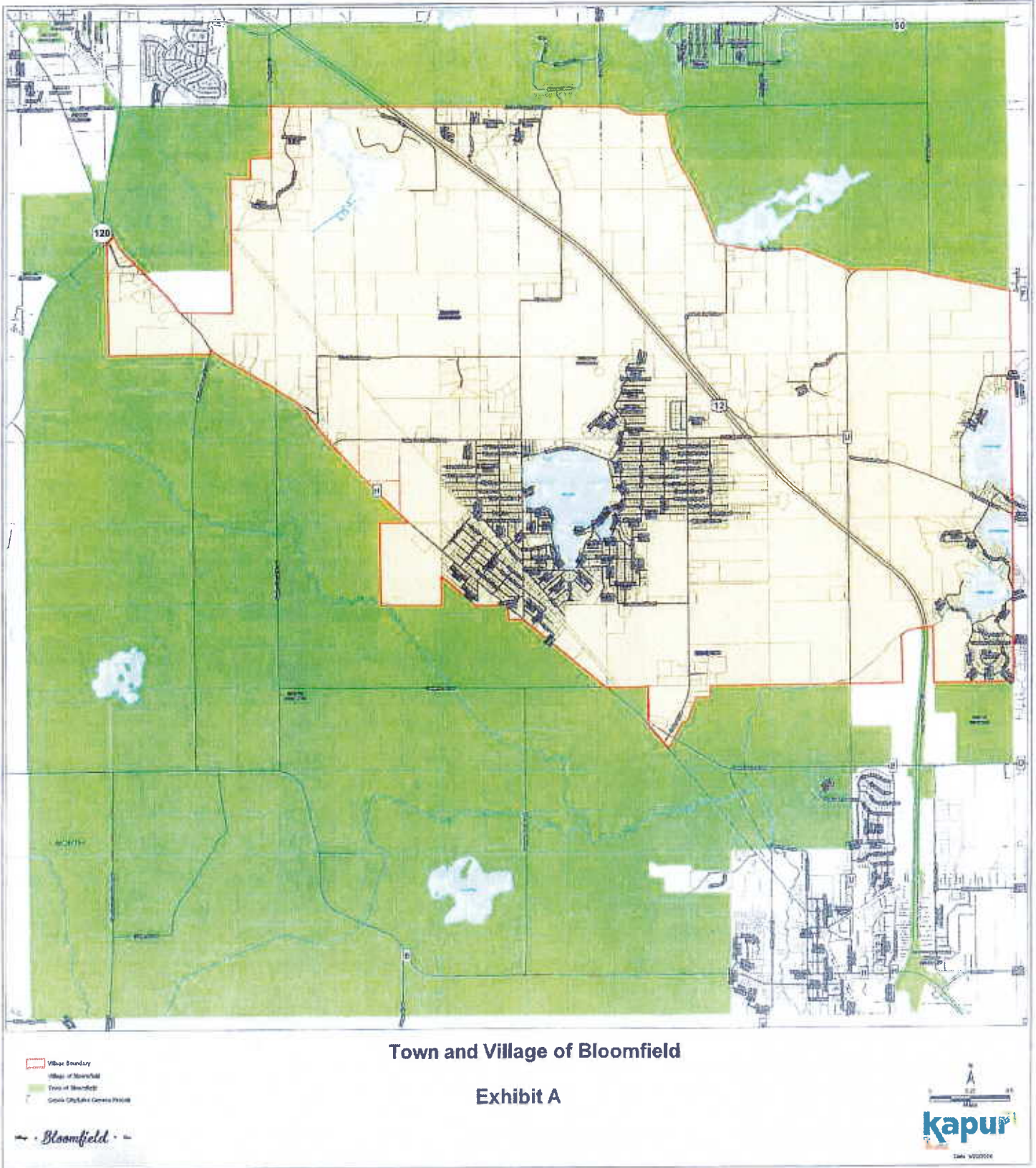
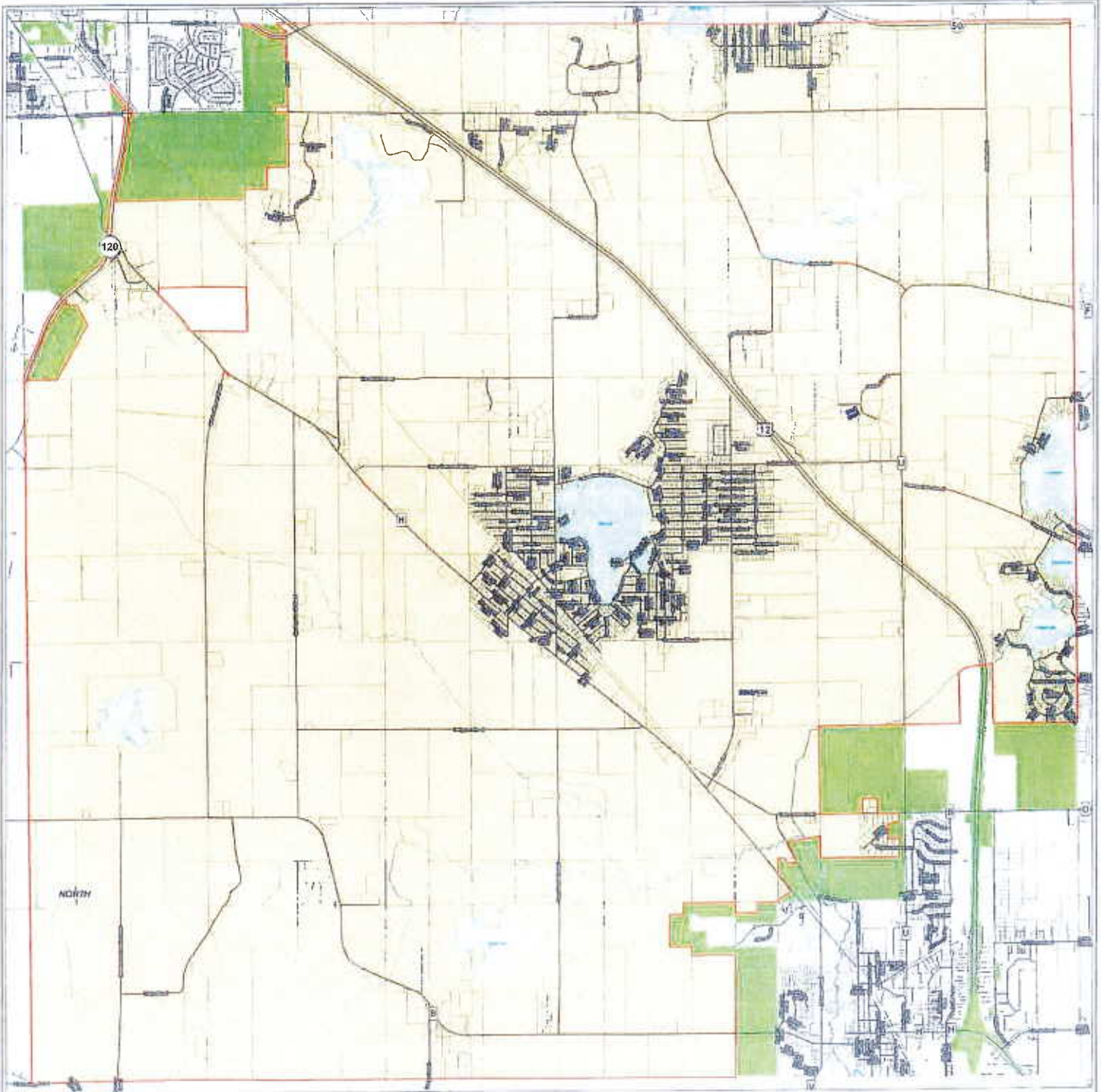


EXHIBIT A  
COPY



New Village of Bloomfield

Exhibit B

*Bloomfield*



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

EXHIBIT A

Parcel Number

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

| <b>Parcel Number</b> | <b>Parcel Number</b> | <b>Parcel Number</b> |
|----------------------|----------------------|----------------------|
| 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           |
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| MB 200002A           | MB 1100003           | MB 2000005           |
| MB 200004            | MB 1100003A          | MB 2000006           |
| MB 200005            | MB 1100004B          | MB 2000006A          |
| MB 200006            | MB 1100004D          | MB 2000007           |
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| MB 300002            | MB 1200002           | MB 2100004A          |
| MB 300002A           | MB 1200003A          | MB 2100005           |
| MB 300002B           | MB 1200005           | MB 2100006           |
| MB 300002C           | MB 1200005A          | MB 2100007           |
| MB 300002D           | MB 1200012           | MB 2100007C          |
| MB 300003            | MB 1600006           | MB 2200002           |
| MB 300003A           | MB 1700007           | MB 2200002B          |
| MB 300003B           | MB 1700007A          | MB 2600001A          |
| MB 300010            | MB 1700008           | MB 2600003           |
| MB 300012A1          | MB 1700010           | MB 2600003A          |
| MB 300013            | MB 1700010A          | MB 2600003B          |
| MB 300014            | MB 1700011           | MB 2600004           |
| MB 400002            | MB 1700011B          | MB 2600004A          |
| MB 400003            | MB 1700011E          | MB 2600004B          |
| MB 400003B           | MB 1700012           | MB 2600005B          |
| MB 400003C           | MB 1700013           | MB 2600005C          |
| MB 500001            | MB 1700014           | MB 2600005D          |
| MB 500002            | MB 1700015           | MB 2600005E          |
| MB 500002A           | MB 1800001           | MB 2600005F          |
| MB 500010            | MB 1800002           | MB 2600006A          |
| MB 700001            | MB 1800002A          | MB 2600006B          |

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

EXHIBIT A  
**COPY**

| <b>Parcel Number</b> | <b>Parcel Number</b> | <b>Parcel Number</b> |
|----------------------|----------------------|----------------------|
| 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

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

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

EXHIBIT A

Parcel Number

**Parcel Number**

MIR 00152  
MIR 00154  
MIR 00155  
MIR 00156  
MIR 00158  
MIR 00159  
MIR 00160  
MIR 00162  
MIR 00163  
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MIR 00195  
MIR 00197  
MIR 00198  
MIR 00199  
MIR 00199A  
MIR 00200  
MIR 00201  
MIR 00202  
MIR 00203  
MIR 00203A  
MIR 00206  
MIR 00207  
MIR 00209  
MIR 00210

**Parcel Number**

MIR 00211  
MIR 00212  
MIR 00213  
MIR 00217  
MIR 00220  
MIR 00222  
MIR 00225  
MIR 00227  
MIR 00228  
MIR 00229  
MIR 00230  
MIR 00231  
MIR 00234  
MIR 00235  
MIR 00238  
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MIR 00251  
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MIR 00253  
MIR 00254  
MIR 00255  
MIR 00256  
MIR 00257  
MIR 00259  
MIR 00260  
MIR 00262  
MIR 00263  
MIR 00265  
MIR 00267  
MIR 00268  
MIR 00269  
MIR 00270  
MIR 00271  
MIR 00273  
MIR 00275  
MIR 00276

**Parcel Number**

MIR 00277  
MIR 00278  
MIR 00279  
MIR 00280  
MIR 00282  
MIR 00284  
MIR 00285  
MIR 00286  
MIR 00287  
MIR 00288  
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MIR 00291  
MIR 00292  
MIR 00295  
MIR 00296  
MIR 00299  
MIR 00300  
MIR 00301  
MIR 00304  
MIR 00305  
MIR 00306  
MIR 00307  
MIR 00308  
MIR 00309  
MIR 00310  
MIR 00312  
MIR 00314  
MIR 00315  
MIR 00316  
MIR 00318  
MIR 00319  
MIR 00322  
MIR 00323  
MIR 00324  
MIR 00327  
MIR 00328  
MIR 00329  
MIR 00330  
MIR 00332  
MIR 00333  
MIR 00334  
MIR 00335  
MIR 00337

COPY

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

EXHIBIT A

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

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

| <b>Parcel Number</b> | <b>Parcel Number</b> |
|----------------------|----------------------|
| 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.

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**SUMMONS**

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STATE OF WISCONSIN:

To each entity named above as Defendant:

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

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

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

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

Dated this 18<sup>th</sup> day of July, 2024.

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

Attorneys for Plaintiff, City of Lake Geneva

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

H. STANLEY RIFFLE

State Bar No: 1012704

LUCAS C. LOGIC

State Bar No: 1115461

730 N. Grand Avenue

Waukesha, WI 53186

O: (262) 548-1340

F: (262) 548-9211

E: [sriffle@ammr.net](mailto:sriffle@ammr.net)

[llogic@ammr.net](mailto:llogic@ammr.net)

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

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

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

Plaintiff,

v.

Case No. \_\_\_\_\_  
Case Code: 30701 & 30704

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

and,

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

Defendants.

**COMPLAINT**

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

**PARTIES**

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

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

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

### **JURISDICTION AND VENUE**

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

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

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

### **STATUTORY FRAMEWORK FOR INTERGOVERNMENTAL COOPERATION AGREEMENTS TO DETERMINE MUNICIPAL BOUNDARIES**

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

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

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

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

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

### **FACTUAL BACKGROUND**

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

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

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

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

### **The “Agreement”**

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

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

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

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

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

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

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

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

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

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

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

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

### Standing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PRAYER FOR RELIEF**

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

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

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

Dated this 18<sup>th</sup> 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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**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN TOWN OF  
BLOOMFIELD AND VILLAGE OF BLOOMFIELD**

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**I. Term of Agreement.** The Term of this Agreement shall be ten (10) years from the Effective Date. The “Effective Date” shall be the date upon the last of the duly authorized representatives of the Town and Village sign this Agreement,

**II. Agreement Procedure.** Prior to approving this Agreement by resolution, the Town and Village held a joint meeting on April 22, 2024, a joint public hearing in accordance with Wis. Stat. § 66.0301(b)(c), and the Town and Village provided notice of a pending agreement and public hearing by publishing a class 1 notice and by giving notice to each property owner affected by certified mail at least 20 days before the public hearing, in accordance with Wis. Stat. § 66.0301(b)(c).

**III. Apportionments of Assets and Liabilities.** Unless stated herein, the apportionment of assets and liabilities between the Town and Village shall be determined pursuant to Wis. Stat. § 66.0235.

a. Until 11:59 p.m. on August 18, 2024, all assets and liabilities of the Town shall be assigned to the Village.

b. An Apportionment Board, consisting of representatives of the Town and Village, shall convene on or before August 28, 2024, to begin discussions regarding apportionment of assets between the Town and Village, in accordance with Wis. Stat. § 66.0235.

c. Notwithstanding the foregoing subparagraph (b), because the boundary line between the Town and Village will change (due to the operation of this Agreement) before a proper apportionment of assets and liabilities can be completed by the Apportionment Board, the Apportionment Board shall wait until the new boundary line is established before completing the apportionment process. The post-boundary-line change areas of the Town and Village, respectively, shall be used to determine the average assessed values of the Town area and Village areas for the preceding five years. After a boundary-change ordinance is adopted, filed, and

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

d. Before apportioning any other asset or liability, all unrestricted monetary assets and liabilities presently owned by the Town shall be apportioned in accordance with the formula contained at Wis. Stat. § 66.0235(2)(b) based upon the average assessed valuation for the preceding five (5) years of the post-boundary-line change Town and Village areas, respectively.

e. Any monetary funds that are restricted for a particular use shall retain said restrictions after apportionment.

f. During and after the apportionment process, non-monetary assets such as vehicles, land, buildings and/or inventory, may, at the option of the Apportionment Board, remain Town property or may be transferred to the Village in accordance with the formulas contained in Wis. Stat. § 66.0235; in the alternative, the Apportionment Board may decide that certain assets will be jointly owned by the Town and Village in a proportion to be determined by the Apportionment Board. If the Apportionment Board decides that any asset, such as the current Town/Village Hall shall be jointly owned post-apportionment, the Apportionment Board shall also allocate responsibility for the maintenance, insurance, preservation, and other obligations related to said asset. Deeds or other instruments reflecting changes in ownership shall be executed and recorded as necessary.

g. Following apportionment, the Town shall lease any real estate, building, or other non-monetary assets that it retains after apportionment, to the Village in exchange for payment of one dollar (\$1.00) in annual consideration. The Village's compliance with the other terms and conditions contained in the Agreement will serve as additional consideration for said lease.

#### **IV. Provision of Municipal Services.**

a. Public Works. The Town and Village have previously entered into an Intergovernmental Agreement authorizing the Village to provide public works and related services to the Town. Those same services shall continue.

(i) Bloomfield Highlands. The Town has agreed, by December 31, 2025, to complete and maintain the roads for within Bloomfield Highlands Subdivision and to levy a special assessment against the properties which adjoin the subdivision roads. The Village hereby assumes this obligation. Upon completion of the work to town road standards, the Village shall accept the roads.

b. Public Safety. Fire and rescue services shall continue to be provided to Town and Village property owners and residents by the Bloomfield-Genoa City Fire and Rescue.

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

c. Refuse and Recycling Services. Refuse and recycling services to property owners and residents of the Town and Village shall continue to be provided by John's Disposal pursuant to the existing contract between John's Disposal and the Town/Village.

d. Parks. The Village shall be responsible for the maintenance of all parks located in the Town and Village. The existing Joint Parks, Lake & Recreation Committee will continue to administer the parks.

e. Administrative Employees and Staff. At the outset of this Agreement, the Town and Village have their own administrative staff and will continue to operate separate staff until August 18<sup>th</sup>, 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 18<sup>th</sup> deadline without the consent of the Village.

f. Payment of Expenses Related to Shared Services. Unless otherwise agreed by the Parties, the Town and Village have previously entered into a Intergovernmental Agreement to compensate the Village for the services it provides to the Town. The parties shall continue to operate under the terms of the IGA until the final phase of this Agreement is completed.

g. Capital Expenditures. The cost of any new capital equipment or other asset necessary or useful for the provision of the municipal services contemplated herein, shall be apportioned between the Town and Village in a proportion equal to their respective shares of the total equalized value of all real and personal property located in the Town and Village in the prior year.

V. Employees. At present, the Town Clerk-Treasurer is the only employee of the Town.

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**VI. Adjustment to Boundary Line Between Town and Village.**

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

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

### **A. Planning.**

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

### **Finance and Budgeting.**

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

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

d. The initial term of appointment for each Party's delegation shall be for a term of two (2) years. Following initial appointments, regular appointments shall be made as needed. Following initial appointments, all members of the Town/Village Joint Finance Committee shall serve for terms of two (2) years in alternating years after the President has been elected.

e. A vacancy shall be created if a Town/Village member's residency terminates during the term of appointment or if the position is otherwise not occupied due to resignation, failure to continue in elected office or removal for cause by the governing board or the respective municipality. Vacancies shall be promptly filled for the unexpired term consistent with State law.

### **Ad Hoc Committees**

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

**VIII. Modification.** This Agreement may be modified by a written agreement duly approved by the Town Board and Village Board and signed by their authorized representatives.

**IX. Construction of Agreement.** Any court of competent jurisdiction that is interpreting and reviewing this Agreement, shall review it in the context that most favors enforceability. If a reviewing court interprets the statutes so as to require separate agreements for sharing of services under Wis. Stat. § 66.0301(1-5) and boundary agreements under Wis. Stat. § 66.0301(6), then a reviewing court shall read this Agreement as two separate Agreements, with one agreement addressing the issues addressed in Wis. Stat. § 66.0301(1-5) and the other agreement addressing the issues presented in Wis. Stat. § 66.0301(6). If, however, a reviewing court believes that this Agreement is most enforceable if interpreted as a single agreement, then it should interpret this Agreement as a single agreement.

**X. Third-Party Actions.** In the event of a court action by a third-party challenging the validity or enforceability of this Agreement, both parties shall cooperate to vigorously defend this Agreement. If only one party is named in the action, the other party will seek to intervene and the named party will support such intervention. No settlement of any such action shall be permitted without the approval of the governing bodies of both municipalities.

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

Dated: 5-20-24

VILLAGE OF BLOOMFIELD,

By:   
Daniel Aronson, President

Dated: 5-20-24

TOWN OF BLOOMFIELD

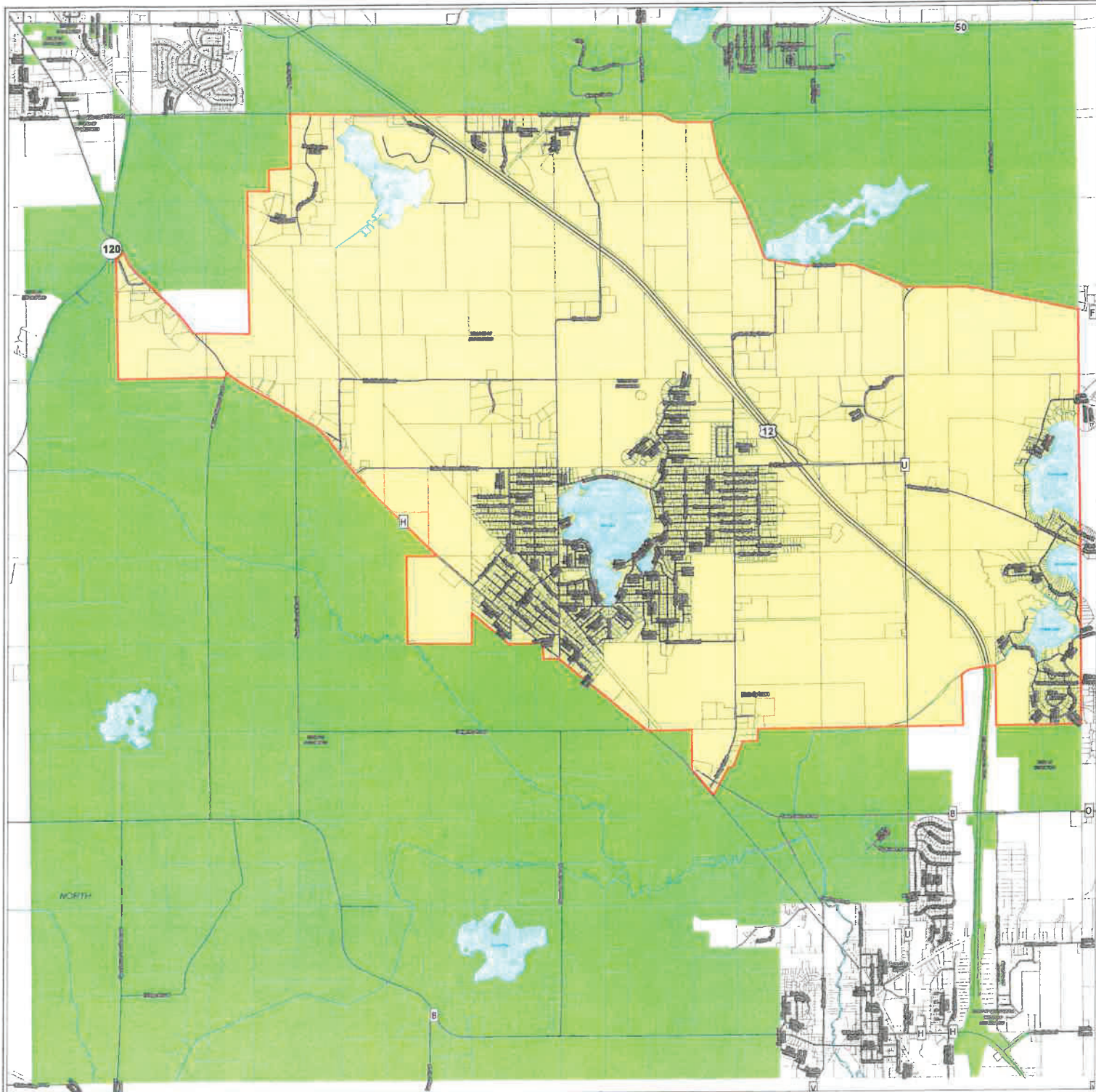
By:   
Sue Leedle, Chairperson

Drafted by:

Anthony A. Coletti, Esq.  
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0262.214.1174

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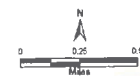


Town and Village of Bloomfield

Exhibit A

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

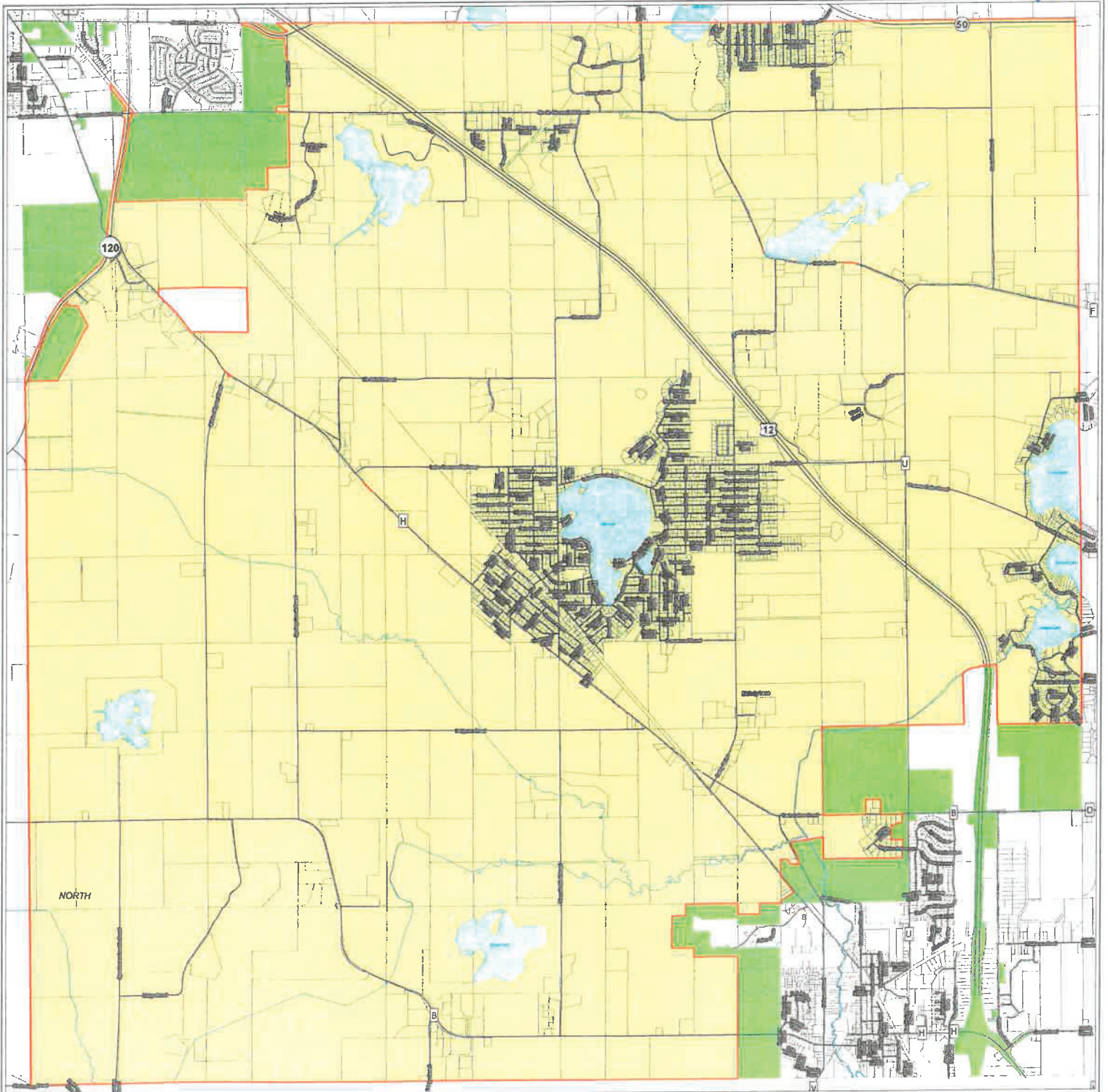
*Bloomfield*



**kapur**

Date: 5/20/2024

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### New Village of Bloomfield

### Exhibit B

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

*Bloomfield*



**kapur**  
Data: 5/20/2024

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

| <b>Parcel Number</b> | <b>Parcel Number</b> | <b>Parcel Number</b> |
|----------------------|----------------------|----------------------|
| 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          |
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| 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**

| <b>Parcel Number</b> | <b>Parcel Number</b> | <b>Parcel Number</b> |
|----------------------|----------------------|----------------------|
| 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          |
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| MB 400003B           | MB 1700012           | MB 2600005B          |
| MB 400003C           | MB 1700013           | MB 2600005C          |
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| MB 500010            | MB 1800002           | MB 2600006A          |
| MB 700001            | MB 1800002A          | MB 2600006B          |

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

| <b>Parcel Number</b> | <b>Parcel Number</b> | <b>Parcel Number</b> |
|----------------------|----------------------|----------------------|
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| MB 2600006D          | MB 2900007A          | MB 3300016           |
| MB 2600008           | MB 2900007B          | MB 3300017           |
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| MB 2800001B          | MB 3200001           | MBH 00010            |
| MB 2800001C          | MB 3200001A          | MBH 00011            |
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| MB 2800004           | MB 3200003           | MBH 00015            |
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| MB 2800004B          | MB 3300001           | MBH 00017            |
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| MB 2900004           | MB 3300008A          | MGDW 00001           |
| MB 2900004A          | MB 3300009           | MGDW 00003           |
| MB 2900005           | MB 3300012           | MGDW 00004           |
| MB 2900005A          | MB 3300013           | MGDW 00005           |
| MB 2900006           | MB 3300014           |                      |

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

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

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

| <b>Parcel Number</b> | <b>Parcel Number</b> | <b>Parcel Number</b> |
|----------------------|----------------------|----------------------|
| 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**

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

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

| <b>Parcel Number</b> | <b>Parcel Number</b> |
|----------------------|----------------------|
| 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      |                      |