

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF BRISTOL AND THE TOWN OF BRISTOL.

This Intergovernmental Agreement is made by and between the Village of Bristol, Kenosha County, Wisconsin, 83rd Street and 198th Avenue, Bristol, Wisconsin 53104, and the Town of Bristol, Kenosha County, 83rd Street and 198th Avenue, Bristol, Wisconsin 53104, pursuant to the authority granted to municipalities by Wisconsin Statutes.

WHEREAS, the Town of Bristol desires to purchase municipal services and administrative functions from the Village of Bristol; and

WHEREAS, the Village of Bristol is willing to provide such municipal services and administrative functions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Village of Bristol and the Town of Bristol do hereby agree as follows:

ARTICLE I: PURPOSE

The purpose of entering into this Intergovernmental Agreement (“Agreement”) by the Village Board of the Village of Bristol and the Town Board of the Town of Bristol is for the provision of municipal services for all persons and properties located within the area described below and consistent with intergovernmental cooperation as described in s. 66.0301, Wis. Stats. In particular, s. 66.0301, Wis. Stats., expressly authorizes that “any municipality may contract with other municipalities ... for the receipt or furnishing of services of the joint exercise of any power or duty required or authorized by law.”

It is the common belief of the Village of Bristol and the Town of Bristol that superior and more effective municipal services can be secured and promoted by the joint and mutual cooperation of the Village of Bristol and the Town of Bristol, and that the cost of such municipal services can be equitably shared.

ARTICLE II: DEFINITIONS.

A. Municipalities. The Village of Bristol (“Village”) and the Town of Bristol (“Town”) may be jointly referred to as the “Municipalities.”

B. Village Staff. Village Staff shall mean the employees, officers and officials of the Village of Bristol.

ARTICLE III: BOUNDARIES

A. Area. The Area that is subject to this Agreement shall consist of the Village of Bristol (entire incorporated area) and the Town of Bristol.

B. Modification of Area. The boundaries of the Area may be changed from time to time upon the written approval of the Village Board of the Village of Bristol and the Town Board of the Town of Bristol. Any lands annexed to the Village of Bristol shall be automatically included in the Area.

ARTICLE IV: MUNICIPAL OFFICERS

A. Administrator. The Village Administrator of the Village of Bristol shall also serve as the Administrator of the Town of Bristol and shall provide and perform all necessary duties and responsibilities on behalf of the Municipalities.

B. Clerk. The duties and responsibilities of the Village Clerk of the Village of Bristol, as set forth in s. 61.25, Wis. Stats., and the Town Clerk of the Town of Bristol, as set forth in s. 60.33, Wis. Stats., shall be provided by and performed by the Village Clerk for the Municipalities.

C. Assessor. The duties and responsibilities of the Assessor of the Village of Bristol, as set forth in s. 61.27, Wis. Stats., and the Assessor of the Town of Bristol, as set forth in s. 60.307, Wis. Stats., for the Municipalities shall be provided by and performed by Associate Appraisal, pursuant to a written contract between the Municipalities and Associate Appraisal.

D. Treasurer. The duties and responsibilities of the Village Treasurer of the Village of Bristol, as set forth in s. 61.26, Wis. Stats., and the Town Treasurer of the Town of Bristol, as set forth in s. 60.34, Wis. Stats., shall be provided by and performed by the Village Treasurer for the Municipalities.

ARTICLE V: MUNICIPAL SERVICES

A. Administrative Functions. The day-to-day administrative functions of the Village and the Town shall be performed on behalf of the Municipalities by Village Staff. Pursuant to the terms of this Agreement, and as authorized and provided for by Wisconsin Statutes and Wisconsin law, Village Staff shall undertake its duties and responsibilities for the effective delivery of services for the residents of the Village and Town.

B. Public Works. Any and all public works functions and services for the Town shall be provided by the Village and Village Staff.

C. Building Inspection. Building Inspection functions and service for the town shall be provided by the Village and Village Staff. The Village shall also undertake the enforcement of building code provisions for the Town.

D. Parks Department. Functions and services necessary to maintain and provide for the provision of parks or recreational areas and activities in the Town shall be provided by the Village and Village Staff.

E. Sewer. Municipal Sewer Service for the Town shall be provided by the Village and Village Staff. The Village shall also provide any and all administrative functions associated with Municipal Sewer Service for the Town.

F. Water. Municipal Water Service for the Town shall be provided by the Village and Village Staff. The Village shall also provide any and all administrative functions associated with Municipal Water Service for the Town.

G. Recycling. Recycling and garbage services for the Town are provided to the Town and Village via contract with a third party and coordinated by the Village.

H. Police. The provision of police protection services for the Town and Village shall be provided by the Kenosha County Sheriff's Department pursuant to a contract entered into by and between the Municipalities and the Kenosha County Sheriff's Department.

I. Fire and Rescue. Fire protection and rescue services for the Town and Village shall be provided by the newly established Village of Bristol Fire Department. The Village shall provide for fire protection and rescue services for the Town and shall also provide for the necessary equipping, staffing, housing and maintenance of the services.

J. Planning. Pursuant to Sections 60.61, 60.62, 61.35 and 62.23, Wis. Stats., the Town and Village are authorized by Wisconsin Statutes to engage in land use and planning activities, including review and approval authority. To assist the Municipalities in land use and planning, the Municipalities will contract with Meehan & Company, Inc. to provide land use and planning services.

K. Public Safety Officer. Enforcement of the Code of Ordinances of the Town and the Village as well as assistance to the Kenosha County Sheriff's Department and Bristol Municipal Court for the Town will be provided by the Village and Village Staff.

ARTICLE VI: MUNICIPAL COURT

A. Bristol Municipal Court. The Bristol Municipal Court shall be organized and operated pursuant to Chapter 755, Wis. Stats., the ordinances adopted by the Village of Bristol and the Town of Bristol, and the terms of this Agreement. In the event

of a conflict, the provisions of the Wisconsin Statutes governing this Court shall prevail. The Municipalities desire to jointly operate the Bristol Municipal Court and equitably share in the costs thereof, pursuant to Sections 755.01(4) and 66.0301, Wis. Stats.

B. Municipal Judge. This Court shall be presided over by a Municipal Judge, and who shall reside in either in the Village of Bristol or the Town of Bristol. The Municipal Judge shall be elected at large in the spring election for a term commencing in May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in s. 8.10, Wis. Stats., and selection at a primary election if such is held as provided in s. 8.11, Wis. Stats. The current Town of Bristol Municipal Judge shall serve as the Municipal Judge for the Bristol Municipal Court until his/her current term is over.

C. Oath and Bond. The Municipal Judge, after his/her election or appointment to fill a vacancy, shall take and file the official oath as prescribed in s. 757.02(1), Wis. Stats., and at the same time, execute and file an official bond in the amount of \$5000. The Municipal Judge shall not act until his/her oath and bond have been filed as required by Sections 19.01(4)(c) and 755.03(2), Wis. Stats.

D. Jurisdiction. The Municipal Judge of the Bristol Municipal Court shall have such jurisdiction as provided by Sections 755.045 and 755.05, Wis. Stats., and as otherwise provided by Wisconsin law. The Municipal Judge is authorized to issue inspection warrants under Sections 66.122 and 66.123, Wis. Stats.

E. Judge's Salary. The salary of the Municipal Judge shall be set by and approved by the Village Board of the Village of Bristol and the Town Board of the Town of Bristol as part of the annual budget process.

ARTICLE VII: ALLOCATION OF COST FOR MUNICIPAL SERVICES

Pursuant to the terms and provisions of this Agreement, the Town is purchasing municipal services including but not limited to administrative functions, municipal clerk, public works, building inspection, parks, water and sewer services, recycling, and fire and rescue services from the Village. It is the intent of the Municipalities that the allocation of the costs of the services provided by the Village to the Town be fair and equitable. The allocation of the cost for the municipal services provided to the Town has been determined by use of the following methods, comparing the Town and Village: assessed valuation, the number of square miles, population, miles of roadways, developable acres, shared revenue allocation and the number of fire and rescue calls. Attached hereto and incorporated by reference is Exhibit A, the 2010 Budgets and allocation summary charts for the Town and Village illustrating the allocation of the costs and expense for the municipal services. The cost and expense for the municipal services are generally allocated to the Town as follows:

Administrative functions and related expense: Allocation of 14% for Administrator and 46% for Accountant and Full-time Clerk.

Clerk: Allocation shall be divided equally between the Town and Village.

Public Works functions and related expense: Allocation based upon population, miles of road, square miles (except for mosquito control which is based upon miles of road).

Parks and Recreation: Allocation based upon population.

Recycling and Garbage: Services are provided to the Town and Village via a contract with a third party and 100% of the cost for such services shall be billed to the Town and Village Residents

Fire and Rescue Calls: Allocation based upon the historic number of calls and square miles.

Sewer and Water Services: 100% of Town Cost shall be billed to Town Residents

Building Inspection: Allocation based upon developable acres.

Planning: Allocation based upon developable acres.

Assessor: Allocation based upon assessed value and location of property.

Engineer: Any non-reimbursed engineering fees and costs shall be allocated equally between the Town and Village.

Public Health: Allocation based upon population.

Public Safety and Police Services: Allocation based upon population and square miles.

Judicial: Allocation based upon population.

The Town and Village shall meet on an annual basis to review and mutually agree on the allocation of cost for municipal services provided by the Village to the Town to ensure that the allocation of the costs of the services is fair and equitable. The annual meeting to discuss allocation shall occur in the month of October.

ARTICLE VII: OWNERSHIP OF EQUIPMENT

Utility Districts 3 and 4 will remain in the Town and the Town shall continue to own any equipment and apparatus of Utility Districts 3 and 4.

It is not anticipated that the Town will purchase equipment or apparatus during the term of this Agreement. Any equipment and apparatus purchased during the term of this Agreement shall be owned by the municipality purchasing it.

For the year 2010, the Village will contribute the sum of \$100,000 and the Town will contribute the sum of \$80,000 for Equipment Replacement Funding. Thereafter, the Town and Village will determine the amount to be contributed for Equipment Replacement Funding on an annual basis.

ARTICLE IX: AMENDMENTS

The Municipalities may alter, amend and/or rescind all or any of the provisions of this Agreement by the written approval by the Village Board of the Village of Bristol and the Town Board of the Town of Bristol.

ARTICLE X: TERMINATION

This Agreement may only be terminated by the mutual agreement and written approval by the Village Board of the Village of Bristol and the Town Board of the Town of Bristol.

ARTICLE XI: MISCELLANEOUS PROVISIONS

A. No Third Party Beneficiary. This Agreement is intended to be solely between the Village and Town. Nothing in this Agreement shall be interpreted as giving to any person or entity, not party to this Agreement any legal or equitable rights whatsoever.

B. Administration. This Agreement shall be administered on behalf of the Village by the Village President or designee, on behalf of the Town, by the Town Chairperson or designee. The appointment of the designee must be in writing, and the other party to this Agreement must be notified in writing of the appointment.

C. Use of Buildings and Grounds. The Town shall pay to the Village a monthly rental fee of \$500 for the Town's use of the Village's Buildings and Grounds including but not limited to meeting and office space, office equipment and office supplies.

D. Insurance. The Town and the Village shall each provide for its own municipal liability insurance coverage.

E. Indemnification and Hold Harmless. If persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Village or Village employees in their performance of this Agreement, or from its or their failure to comply with any of the provisions of this Agreement or of law, the Town shall indemnify and hold harmless the Village from any and all claims and judgments for damages, and from costs and expenses to which the Village may be subjected or which it may suffer or incur by reason thereof. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Town shall defend, indemnify and save harmless the Village, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, losses, damages, interests, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever and whenever brought or obtained, which in any manner results from or arises in the course of, or is related to, or as a result of the performance of this Agreement.

F. Enforcement.

1. Remedies. This Agreement is intended to provide each party with the right and standing to challenge in Court any act or omission which violates this Agreement. This Agreement is intended to provide each party with the right and standing to seek any available legal or equitable remedy to enforce this Agreement and to seek damages for the breach of this Agreement.

2. Notice of Breach/Dispute Resolution. If a party to this Agreement believes that the other party is in breach of this Agreement, the aggrieved party shall promptly serve written notice of said breach upon the other party. The parties shall meet promptly thereafter and shall endeavor in good faith to resolve any dispute amicably. If the initial meeting fails to resolve the dispute, the parties shall meet again within thirty (30) days after service of the written notice. This subsection is intended by the parties to waive their respective statutory right to any further notice under s. 893.80(1)(a), Wis. Stats., to the extent such subsection is applicable.

3. Limitation on Commencement of Civil Action. No civil action may be commenced until thirty (30) days from the effective date of the written notice required by this Agreement, except that a party may commence an action seeking specific performance or injunctive relief in less than thirty (30) days if, in that party's good faith judgment, such an action is necessary to protect the public health, safety or welfare.

G. No Challenges to this Agreement. The Municipalities hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Agreement or any of the actions required or contemplated by this Agreement, or take any actions, either directly or indirectly, to

oppose in any other way, or to initiate, promote or support the opposition of this Agreement or any of the actions required or contemplated by this Agreement.

H. Good Faith and Fair Dealing. The Municipalities hereby acknowledge that this Agreement imposes upon them a duty of good faith and fair dealing. It is the intent and desire of the Municipalities to work together and engage in intergovernmental cooperation. The Municipalities agree to use their best efforts to meet and confer when issues arise pertaining to this Agreement and shall endeavor in good faith to resolve any disputes amicably.

I. Severability.

A provision of this Agreement, and the individual parts of each such provision, shall be severable. In the event that any provision of this Agreement, or any part thereof, is held by a Court of competent jurisdiction to be invalid or ineffective, the balance of this Agreement shall survive. In such an event, the Municipalities shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means.

J. Implementation. The Municipalities shall take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Agreement.

K. References. Any references in this Agreement to any particular agency, organization or official shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

L. Paragraph Titles. Paragraph titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

M. Interpretation. This Agreement shall be interpreted as though jointly drafted by the Municipalities.

N. Notices. All notices required by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person or by certified mail. Each notice to the Town shall be addressed to the Town Chairperson, 83rd Street and 198th Avenue, Bristol, Wisconsin 53104. Each notice to the Village shall be addressed to the Village President, 83rd Street and 198th Avenue, Bristol, Wisconsin 53104. Each notice shall be effective upon deliver in person, or mailing, upon actual receipt.

Dated this ____ day of January, 2010

TOWN OF BRISTOL, KENOSHA COUNTY, WISCONSIN

By: _____
Town Chairperson

Attest: _____
Town Clerk

Dated this ____ day of January, 2010

VILLAGE OF BRISTOL, KENOSHA COUNTY, WISCONSIN

By: _____
Village President

Attest: _____
Village Clerk