

**CITY OF BROOKFIELD AND VILLAGE OF ELM GROVE  
INTERGOVERNMENTAL COOPERATION AGREEMENT**

This Intergovernmental Cooperation Agreement (“Agreement”) is entered into pursuant to Wis. Stat. § 66.0301 by and between the City of Brookfield (“City”), a Wisconsin municipal corporation, with primary offices at 2000 North Calhoun Road, Brookfield, WI 53005, and the Village of Elm Grove (“Village”), a Wisconsin municipal corporation, with primary offices located at 13600 Juneau Boulevard, Elm Grove, WI 53122.

RECITALS:

- A. WHEREAS, Waukesha County reconstructed portions of North Avenue within the City and Village in 2020 and 2021;
- B. WHEREAS, the City and Village entered into an intermunicipal agreement to participate in a local cost share for installation of sidewalks on North Avenue during the reconstruction (“Sidewalk Project”);
- C. WHEREAS, Waukesha County now owns the land where the Sidewalk Project was located, and the Sidewalk Project is now complete; and,
- D. WHEREAS, three parcels in the Sidewalk Project area are located in the Village: Parcels 67, 68, and 119 as depicted on the highway plat map dated August 29, 2018 and attached as **Exhibit A** and incorporated herein.
- E. WHEREAS, Parcel 67 is hereby described as set forth on **Exhibit B**, which is attached hereto and incorporated herein, and;
- F. WHEREAS, Parcel 68 is hereby described as set forth on **Exhibit C**, which is attached hereto and incorporated herein, and;
- G. WHEREAS, Parcel 119 is hereby described as set forth on **Exhibit D**, which is attached hereto and incorporated herein, and;
- H. WHEREAS, City and Village desire to have the sidewalk and right-of-way for North Avenue to be located entirely into City limits for consistency purposes;
- I. WHEREAS, Wis. Stat. § 66.0301(2) authorizes municipalities to enter into cooperative agreements for the adjustment of boundary lines;
- J. WHEREAS, notice of City’s and Village’s intent to enter into this Agreement has been published, Class 1, and a public hearing as required by statute was held on May 2, 2023, in the City and April 24, 2023, in the Village. A copy of the affidavit of publication is attached and incorporated by reference as **Exhibit E**;

- K. WHEREAS, City notified property owners affected by the boundary line change by certified mail. Proof of mailing is hereby attached and incorporated by reference as **Exhibit F**;
- L. WHEREAS, City adopted a resolution approving this intergovernmental agreement and authorizing its execution on May 2, 2023, a copy of which is attached and incorporated by reference as **Exhibit G**;
- M. WHEREAS, Village adopted a resolution approving this intergovernmental agreement and authorizing its execution on April 24, 2023, a copy of which is attached and incorporated by reference as **Exhibit H**; and
- N. WHEREAS, City and Village shall jointly publish this Agreement in the Waukesha Freeman as a Class 1 notice, under Wis. Stat. Ch. 985.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and the conditions specified herein, City and Village hereby agree as follows:

1. **Recitals.** The above-referenced recitals are correct and hereby incorporated by reference.
2. **Boundary Line Change.** The City and Village agree that the boundaries between the City and Village shall change such that the lands described and depicted on Exhibits B, C, and D shall change jurisdiction from the Village to the City. Upon the effective date of the triggering ordinances defined below, the new boundary line between the City and Village will be as indicated in **Exhibit I**.
3. **Ordinance Adoption.** Contemporaneously with this Agreement, the City shall adopt the ordinance attached hereto as **Exhibit J**, the purpose of which is to effectuate the boundary line change resulting in land being transferred from the Village to the City in accordance with Wis. Stat. §66.0301(6)(e). The City Clerk shall file and record the ordinance as set forth in Wis. Stat. §66.0217(9)(a).
4. **Effective Date.** This Agreement shall become effective upon the publication date of the ordinance, which is May 9, 2023.
5. **Severability.** If any clause, provision, or section of this Agreement is declared invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of the Agreement, and the remaining provisions in this Agreement shall remain in full force and effect.

6. **Authorization.** The parties hereby represent and warrant to each other that the governing body of their own municipality has taken all actions necessary to approve this Agreement and to authorize the person signing below to sign this Agreement on behalf of that municipality and that upon full execution of this Agreement it shall be binding on each municipality, respectively.
  
7. **Miscellaneous Provisions.** This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.

**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of the  
 City of Brookfield on the \_\_\_\_\_ day of \_\_\_\_\_, 2023; and on  
 behalf of the Village of Elm Grove on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**VILLAGE OF ELM GROVE**

**CITY OF BROOKFIELD**

\_\_\_\_\_  
 President

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Village Clerk

\_\_\_\_\_  
 City Clerk