

BUILDING INSPECTION SERVICES AGREEMENT
Between the City of Madison and the Town of Blooming Grove

THIS AGREEMENT, made and entered into by and between the City of Madison, a Wisconsin municipal corporation (“Madison” or “City”), and the Town of Blooming Grove, a Wisconsin body corporate and politic (“Blooming Grove” or “Town”), is effective as of the date by which both parties have signed hereunder.

RECITALS

WHEREAS, pursuant to Wis. Stat. § 66.0307, Madison and Blooming Grove (the “Parties”) entered into a Cooperative Plan related to boundary lines and other municipal issues among themselves, which Plan was approved on October 3, 2006, by the State of Wisconsin Department of Administration; and,

WHEREAS, under the terms of the Cooperative Plan, Blooming Grove will be absorbed by Madison and Blooming Grove itself will cease to exist, on November 1, 2027 (the “Final Attachment”); and,

WHEREAS, prior to the Final Attachment under the Plan, Blooming Grove continues to be responsible for building inspection services to residents and property owners of the Town; and,

WHEREAS, under Section 24.A. of the Cooperative Plan, the Parties agreed to “enter further agreements to facilitate an orderly transition of remaining Town territory to the City”; and,

WHEREAS, Blooming Grove currently contracts for building inspection services, with its contractor administering permits and providing inspection services to properties within the Town. However, Blooming Grove was informed by the contractor that it would not be renewing its contract with the Town for 2026 and that the contract will be expiring on December 31, 2025; and,

WHEREAS, Blooming Grove has inquired whether Madison would be willing to transition certain building inspection services to the City prior to Final Attachment. To facilitate the orderly transition of services from the Town to the City, Madison’s Building Inspection Division is prepared to take on these services, subject to the conditions set forth herein; and,

WHEREAS, pursuant to Wis. Stat. § 66.0301, Wisconsin municipalities are authorized to enter into intergovernmental agreements for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and,

WHEREAS, it is in the best interests of Madison and Blooming Grove to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements of Madison and Blooming Grove, the receipt and sufficiency of which is mutually acknowledged, the parties do hereby covenant and agree as follows:

1. Definitions. For the purposes of this Agreement, the following definitions shall apply:
 - (a) Agreement. This Building Inspection Services Agreement.
 - (b) Building Inspection. Madison's building code enforcement services, as performed by the Building Inspection Division of Madison's Department of Planning and Community and Economic Development.
 - (c) Building Inspection Services. Building code enforcement services, including building plan review, permitting and inspection services. These services do not include zoning related services, or housing and property maintenance enforcement.
 - (d) Cooperative Plan. The Town of Blooming Grove and City of Madison Cooperative Plan Under Section 66.0307, Wisconsin Statutes, dated June 21, 2006 and approved by the Department of Administration on October 3, 2006.
 - (e) Final Attachment. The date that the final attachment of all territory remaining in Blooming Grove at the end of the protected period to Madison occurs, as that process is described in Section 9.H. of the Cooperative Plan.
 - (f) Protected Period. Defined in Section 5.A. of the Cooperative Plan as the period between October 3, 2006 and October 31, 2027, or such earlier time when Blooming Grove ceases to exist as a separate entity.
2. Purpose. The purpose of this Agreement is to set forth the terms upon which Madison will take over Blooming Grove's Building Inspection Services prior to Final Attachment of Blooming Grove in 2027.
3. Effective Date and Term of this Agreement. This Agreement shall be effective upon execution, as noted above, and, unless terminated sooner under provisions elsewhere in this Agreement, shall be in force through Final Attachment.
4. Building Inspection Services.
 - (a) Requirement. Subject to the conditions specified in this Subsection, and commencing on January 1, 2026, Madison shall provide Building Inspection Services within and to all properties within Blooming Grove at the same level of service that is provided within and to properties within Madison.
 - (b) Conditions of Service. Madison's obligations to provide Building Inspection Services under this Agreement is subject to the following conditions:
 - (1) Blooming Grove shall adopt ordinances that adopt, by reference, the following Madison General Ordinances:
 - a. Chapters 18, the Plumbing Code;

- b. Chapter 19, the Electrical Code;
 - c. Chapter 29, the Building Code;
 - d. Chapter 30, the Heating, Ventilating and Air Conditioning Code;
 - e. Section 37.07, Permitting or Causing Erosion; and
 - f. Any other Madison ordinance (and all subsequent amendments and additions thereto) relating to Building Inspection Services.
- (2) Madison shall provide written notice to Blooming Grove of any changes to Madison ordinances that must be adopted by Blooming Grove to satisfy the conditions in this Subsection.
 - (3) Blooming Grove shall authorize the Director of the Building Inspection Division, and the Director's designees, to issue permits and official notices or orders to correct violations, and to issue citations or commence other ordinance enforcement actions for violations of the aforementioned Blooming Grove ordinances relating to Building Inspection Services.
 - (4) Permits shall be issued directly by the Building Inspection Division, on Madison forms and subject to the same permit fees as permits for improvements in Madison.
 - (5) Blooming Grove shall authorize the Madison Attorney's Office to prosecute or otherwise resolve violations of the ordinances specified in sec. 4(b)(1) of this Agreement, and Madison Municipal Court to have original jurisdiction over such enforcement actions.
- (c) Plan Review Services.
- (1) The Building Inspection Division shall perform all building, plumbing, and heating, ventilation and air conditioning (HVAC) plan review for all new building permit applications based upon the process used by the State of Wisconsin Department of Safety and Professional Services as a delegated municipal authority and as set forth in the Subsection.
 - (2) The Building Inspection Division shall enforce the statutes and rules as written and interpreted by the State of Wisconsin Department of Safety and Professional Services and the above mentioned ordinances in compliance therewith.
- (d) Zoning Approval. Applicants for a Blooming Grove building permit shall seek and provide proof of Dane County zoning approval for all building projects needing such approval.
- (e) Building Inspection Services.

- (1) Madison's Building Inspection Division shall perform all building, plumbing, electrical, and HVAC inspections as required based upon the process used by the State of Wisconsin Department of Safety and Professional Services as a delegated municipal authority.
 - (2) Madison of Madison Building Inspection Division shall enforce the statutes and rules as written and interpreted by the State of Wisconsin Department of Safety and Professional Services and the above mentioned ordinances in compliance therewith.
- (f) Document Transfer. Upon the effective date of this Agreement, Blooming Grove, or its existing building inspection contractor, shall provide the following information to Madison Building Inspection:
 - (1) A list of, and all documents pertaining to, any open building, plumbing, electrical, and HVAC permits at the property.
 - a. This list shall include a detailed description of any inspections that have occurred under the permit and results of the inspection.
 - b. The list and documents should be grouped by permit and include easily identifiable information including the address and parcel.
 - (2) All documents pertaining to, any closed building, plumbing, electrical, and HVAC permits.
 - a. Shall include a detailed description of any inspections that have occurred under the permit and results of the inspection.
 - b. The list and documents should be grouped by permit and include easily identifiable information including the address and parcel.
5. Fees and Charges for Madison Services. Madison's building inspection fees are established to recover Madison's costs to provide these services. By adopting Madison's Building Inspection related ordinances by reference, and by having Madison issue the permits, Madison's costs of providing building inspection services to Blooming Grove should be largely recovered through the permit process. In addition, by allowing Madison to prosecute and adjudicate violations of these provisions, the costs of that additional work will be recovered by Madison through permit fees and forfeitures collected by Madison.
6. Special Charges. In the event Madison provides services to specific real property in Blooming Grove related to Building Inspection Services, Madison may impose special charges against such real property under Madison General Ordinance Sec. 4.09 and Wis. Stats. § 66.0627.
 - (a) Equal Treatment. Any special charges under this Section shall be apportioned to and collected from Blooming Grove real property owners in the same manner as properties in Madison, and shall not in any respect discriminate against Blooming

Grove real properties because the properties are in Blooming Grove. Blooming Grove real property owners shall have all the same protections and rights as property owners in Madison subject to the same type of special charges.

- (b) Notification. Before imposing any special charge against any real property in Blooming Grove, Madison shall notify Blooming Grove of such special charge. Blooming Grove may elect to pay any proposed special charge, and if Blooming Grove elects to pay a special charge, the special charge shall not be imposed against any real property in Blooming Grove.
 - (c) Pre-Approval of Charges. Blooming Grove hereby approves future special charges consistent with this Section under Wis. Stat. § 66.0707(2) and Blooming Grove's resolution approving this Agreement constitutes Blooming Grove's resolution required by Wis. Stats. § 66.0707(2) as it relates to these special charges. In the event that this blanket pre-approval provision is invalidated by a court of competent jurisdiction, Blooming Grove further agrees to the extent that it may lawfully do so, that it shall timely approve such special charge by separate resolution pursuant to said statute.
- 7. Madison Personnel. The personnel providing services under this Agreement shall be employees of Madison, and are not agents or employees of Blooming Grove. Madison shall be solely responsible for paying all wages, benefits, disability payments, and pension and workers compensation claims for Madison employees providing services under this Agreement, and for damage to Madison equipment and clothing used in providing services under this Agreement.
- 8. Liability. Each party shall be responsible for the consequences of its own acts, errors or omissions and for the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall be responsible only for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees, and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stats. § 893.80 or any other protections available to the parties by law
- 9. Termination. This Agreement may only be terminated upon mutual agreement of the Parties. No breach of any terms of conditions of this Agreement shall be cause for termination by either party.
- 10. Change in Law/Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable by a change in state or federal law, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term or provision was never part of the Agreement.

11. Force Majeure. “Force Majeure” shall mean an event or circumstance beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure. It shall include a failure or interruption in the provision of services due to an act of God; war; sabotage; riot; insurrection; civil unrest or disturbance; explosion; earthquake; flood or other abnormal weather condition; or a public health emergency. An event of Force Majeure that prevents Madison from providing services under this Agreement shall excuse Madison from providing such service to Blooming Grove until the event of the Force Majeure no longer prevents Madison from providing such service.
12. Conflict Resolution. Madison and Blooming Grove pledge their good faith to resolve any concerns or disputes that arise regarding their respective obligations. Any potential misunderstandings or disputes that are not resolved by Blooming Grove and Madison Building Inspection staff shall be addressed by a group consisting of the Mayor of Madison, Blooming Grove Chair, the Director of the Building Inspection Division, and any staff members and legal counsel requested by either party. Either party may at any time request a meeting with the other party to discuss a concern relating to this Agreement. Nothing in this section is intended to prevent either party from seeking any remedy available to it under this Agreement from a court of competent jurisdiction in Dane County, Wisconsin as described in Section 16. The parties agree that specific performance is an appropriate remedy for any breach of this Agreement and that party need not show that damages are not a sufficient remedy to obtain specific performance by the other party.
13. Notices. All notices to be given shall be in writing and delivered by personal delivery or Certified United States mail, as follows:

To Madison: Matt Tucker
Director, Building Inspection Division
215 Martin Luther King Jr. Blvd, Room 017
Madison WI 53703

To Blooming Grove: John Wright
Town Administrator
1880 S. Stoughton Rd.
Madison, WI 53714

Either party may change the names and addresses for giving notice to such party by delivering written notice of such change or changes to the other party.
14. Non-Discrimination. In the performance of the services under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

15. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of Madison or Blooming Grove shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by Madison or Blooming Grove therein. A waiver of any covenant, term of condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
16. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction in Dane County, Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such dispute according to any law.
17. No Third Party Beneficiary. This Agreement is intended to be solely between Madison and Blooming Grove. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.
18. Amendment. This Agreement may be amended or modified only by written amendment approved and executed by Blooming Grove and Madison.
19. Enforcement. This Agreement shall be governed by the laws of the State of Wisconsin. Any act by either party in violation of this Agreement shall be remedied by the courts of the State of Wisconsin. This Agreement is intended to provide both parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.
20. Binding Effect/Assignment. The parties have entered into this Agreement under the authority of Wis. Stat. § 66.0301. The parties agree that this Agreement shall be binding upon both parties. Neither party may assign its obligations hereunder to any third party without the prior written consent of the other party. Subject to the foregoing, the parties agree that this Agreement shall be binding upon and inure to the benefit of both parties, as well as their respective heirs, successors and assigns.
21. Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against any party because of that party's attorney drafted this Agreement or any part hereof.
22. Entire Agreement. This Agreement, including any and all addenda, exhibits and the like attached hereto, sets forth the entire agreement between Madison and Blooming Grove

regarding Madison's provision of building inspection services to Blooming Grove, and supersedes any prior discussions, agreements, or understandings, either written or oral.

23. Authority. Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to secure authorization to enter into this Agreement from the party's respective governing body. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.
24. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by authority of their respective governing bodies effective as of the date when all parties hereto have affixed their respective signatures.

FOR THE TOWN OF BLOOMING GROVE

Ron Bristol, Town Board Chair

Date

John Wright, Town Administrator/Clerk/Treasurer

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Lydia McComas, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by Madison is authorized by Resolution Enactment No. RES-25-_____, ID No. _____, adopted by the Common Council of Madison of Madison on _____, 2025.