

**RESTATED INTER-GOVERNMENTAL AGREEMENT BY AND BETWEEN THE
CITY OF LODI, TOWN OF LODI, AND TOWN OF WEST POINT
FOR THE ESTABLISHMENT OF THE LODI AREA
FIRE DISTRICT AND THE LODI AREA FIRE DEPARTMENT
2022**

WHEREAS, the City of Lodi, a Wisconsin municipal corporation, Town of Lodi, a Wisconsin body corporate and politic, and Town of West Point, a Wisconsin body corporate and politic, all located in Columbia County, Wisconsin, (together, the “Municipalities”), through their respective governing bodies, desire to address common needs to provide fire protection and rescue services; and

WHEREAS, the Municipalities have the power and authority under the laws of the State of Wisconsin to enter into an agreement for fire protection and rescue services in the hereinafter described area and for the purchase, acquisition and maintenance of fire and rescue vehicles, and all necessary equipment therefor, and for the payment for the same in the manner hereinafter set forth; and,

WHEREAS, the Municipalities deem it necessary, advantageous and efficient to provide fire protection and rescue service jointly for the Municipalities; and,

WHEREAS, in consideration of the mutual promises herein set forth the Municipalities agree to cooperate for the public good as set forth herein;

NOW THEREFORE, it is hereby agreed as follows:

1. Purpose. The purpose of the Lodi Area Fire Department is to provide fire protection and rescue services to the public, residents, businesses, and non-profit entities of the participating Municipalities.
2. Definitions.
 - A. Commission. The Intermunicipal body appointed to govern the affairs of the Fire District.
 - B. Fire District. The basic territory to be furnished with fire protection services under this Agreement shall be known as the Lodi Area Fire District (the “District”). (The territory is identified in Section 4 of this Agreement.)
 - C. LAFD. Lodi Area Fire Department.

D. Contract Municipality. A neighboring municipality that may receive fire protection services as a customer of the Fire District by signing a contract with the LAFD and paying a fee for services, but does not have a seat/position on the Commission.

3. Legal Status.

The Municipalities do contract, each with the other, and as authorized by the provisions of Wis. Stats. §§62.13, 60.55, 60.57 and 66.0301 do hereby agree to form a Fire District for residents, businesses and non-profit entities of participating municipalities, which shall be known as the Lodi Area Fire District, (the “District”) for the safety of residents and visitors to the participating municipalities, .

4. Territorial Boundaries. The basic territory to be furnished with fire protection and rescue services is illustrated in the LAFD territorial map attached hereto, and is described as follows:

- A. The City of Lodi;
- B. The Town of Lodi;
- C. The east 1/2 of the Town of West Point lying east of the west boundary line of Sections 11, 14, 23, 26 and 35. In addition, the east 1/2 of Sections 22 and 27.

5. Fire Commission Composition and Legal Duties.

A. Commission Established. The District and LAFD herein created shall be governed by the Commission. The Commission shall consist of six (6) voting representatives: two (2) from the City of Lodi, two (2) from the Town of Lodi, and two (2) from the Town of West Point. Representatives shall be appointed within two months following the spring election and shall serve a two-year term ending when the new appointment is made.

The representatives on the Commission from the City of Lodi shall be appointed by the Mayor, subject to confirmation by the Common Council. The representatives of the participating Towns shall be appointed by the respective Town Chairs, subject to confirmation by the respective Town Boards. The term of each member shall expire on June 30 of the last year of their term. Persons appointed to fill a vacancy shall serve out the term of their predecessor. In all instances, each member appointed to the Fire Commission shall serve until a successor is appointed and qualifies.

B. Powers, Duties and Administration.

- 1. In order that there may be direct and prompt action on all administrative matters and problems arising hereunder, the Fire Commission is hereby delegated the right to exercise any required administrative function and duty

for and on behalf of the Fire District including, without limitation because of enumeration:

- a) the right to contract with personnel for operation of the fire equipment,
- b) the right to establish the charges for services rendered and to make collections for the same,
- c) the power to deposit, expend and disburse funds appropriated by the Municipalities in the annual budget,
- d) the power to approve and make capital purchases and to dispose of capital equipment that is no longer need or obsolete as provided in the annual budget approved by the Municipalities.
- e) the duty to propose and submit the annual budget in accordance with Par. 10 of this agreement,
- f) The duty to require and approve financial reports, a monthly Fire Chief report and other status reports deemed necessary.

2. The Fire Commission may hire employees or enter into agreements with contractors to assist it in performing its administrative functions, including, but not limited to, bookkeeping and accounting services.
3. The Fire Commission may make recommendations to the Municipalities regarding any matter related to the Fire District or the LAFD. Should there be a dispute between the governing bodies of the Municipalities on any matter related to the Fire District or the LAFC, the Fire Commission shall be consulted and shall make recommendations for resolution of the dispute. If the Municipalities are unable to resolve the dispute by unanimous consensus, and if two of the Municipalities plus a majority of the Fire Commission agree upon a resolution, then that resolution shall govern.

C. Quorum. A majority of the voting members of the Fire Commission, shall constitute a quorum except that for the annual budget recommended to the municipalities, at least one voting member of the Commission from each municipality shall be in attendance when the Commission votes on the proposed annual budget.

D. Commission Officers. The Fire Commission shall establish and elect its own officers to-wit: a President, Vice-President, Secretary and Treasurer.

E. Rules for Meetings. The rules contained in the latest edition of Robert's Rules of Order shall guide the Commission in all cases to which they are applicable and in which they are not inconsistent with any special rules of order the Commission may have adopted.

F. Fire Commission By-laws.

1. The Commission shall develop its own written by-laws regarding the

conduct of business of the Commission which will be ratified by each of the municipalities which are parties to this agreement. Amendments to the Commission by-laws may be made after submission to and approval by the Municipalities.

2. LAFD By-laws. The volunteer members of the LAFD shall develop written by-laws which shall be ratified by the Commission and the Municipalities. Changes to the LAFD volunteer members' by-laws shall be submitted to the Municipalities when they occur.

G. LAFD Commission Policies. LAFD policies may be made by the Commission in cooperation with the Fire Chief and ratified by the Commission at any time.

H. Commission Compensation. Commission representatives shall be compensated at a rate established in the annual LAFD budget. Elected officials appointed to the Fire Commission are ineligible for compensation pursuant to state statute.

I. Commission Meetings.

1. The Fire Commission shall fix a date and time for its regular meetings, providing its meetings are held at least monthly.

2. Special meetings may be called upon with a twenty-four (24) hour written notice by the President or the Secretary or when requested in writing by two Fire Commission members.

3. A copy of the minutes of each Commission meeting shall be provided to the LAFD, Lodi City Clerk, Town of Lodi and Town of West Pont Town Clerks.

J. Disbursement of Commission Funds.

Funds shall be disbursed by checks signed by two of the three following parties. Checks may be signed by the President, Treasurer or the Fire Chief. Accounting shall be performed by a qualified and bonded entity. The Treasurer shall be primarily responsible for overseeing the disbursement and accounting activities.

K. Appointment of Fire Chief and Other Officers.

1. By a majority vote, the Fire Commission shall appoint the Fire Chief for the LAFD. The Fire Chief shall serve at the pleasure of the Fire Commission.

2. The volunteer membership of the LAFD shall nominate individuals for Line and Civil Officers. The Chief will select from those nominated as Line Officers, Assistant Chiefs to be recommended and submitted for appointment by the Commission. The Assistant Chiefs shall serve at the pleasure of the Commission. Captains and Civil Officers will be elected by the volunteer membership of the LAFD.

L. Audits. The Fire District shall have its financial records audited by an independent certified public accountant every two (2) years. The auditor shall provide copies of the audit report and any management letter to the Clerks of the Municipalities within 15 days after completion of the audit. The costs of the audit shall be paid by the Municipalities in proportionate shares as set forth in paragraph 6, below. Any of the Municipalities shall have the authority to audit the books of the District at any other time, and the District shall provide full disclosure in the event of any requested additional audit. Any such additional audit shall be at the expense of the municipality or municipalities requesting the additional audit.

M. Monthly Reporting. Monthly, by the first day of each month, or more often, at the option of the Fire Commission, or upon a written request by any one of the municipalities, the Commission Treasurer shall prepare an itemized statement of all revenues and expenditures of the Fire District and shall submit a copy of such statement to the Clerk of each Municipality. The monthly report from the Treasurer shall include balance sheets and income statements with actual revenues and expenditures identified by month and a comparison tracking to the annual budget.

6. Financing

A. The costs of the operation, capital acquisitions and necessary equipment shall be provided by the Municipalities. The cost of vehicles used by the LAFD and the necessary associated equipment, the cost of operating, staffing, maintaining, housing and repairing said vehicles and equipment, the cost of providing public liability insurance, property damage insurance to protect the parties hereto and the public, and workers compensation insurance for employees and volunteers of the LAFD shall be calculated between and paid by the Municipalities by using the average of the following three factors as calculated for each municipality:

1. equalized values of improvements for the areas of the fire district in each municipality as a percentage of the equalized values for the entire district;
 2. parcels (defined as tax parcels that contain a structure) served for each municipality as a percentage of all parcels in the district; and
 3. actual Fire calls made to each municipality in the previous 3 years as a percentage of all calls made to the entire district during that period.
- B. After the three percentages have been calculated for each municipality, the percentages shall be added together and divided by three to reach each municipality's proportionate share.
- C. Improved equalized values shall be determined for each municipality by the Wisconsin Department of Revenue Statement of Changes in Equalized Values by class and item website.
- D. The number of parcels considered for each municipality shall be determined by the final equated statement of assessment as set forth in the Wisconsin Department of Revenue website.
- E. The number of Fire calls to each municipality shall be determined by the Fire District.
- F. On or before July 1 of each calendar year, the clerk for each municipality shall provide the other municipal clerks with the information pertaining to improved equalized values and parcel count obtained from the websites mentioned in this paragraph. The LAFD Clerk or Fire Chief shall provide the information regarding calls to the municipality to each of the municipal clerks. The clerks shall then verify the information is correct and calculate each municipality's proportionate share pursuant to the formula set forth in this paragraph.
7. Ownership Interest of Assets. The ownership interest of each participating municipality in any real estate and improvements, vehicles and equipment owned or acquired by the Fire District shall be proportionate to the respective contribution made by such municipalities toward acquisition and operating costs as set forth in paragraph 6, above.
8. Revenues to LAFD. All revenues shall be disbursed by the Commission in accordance with the approved budget. Disbursement shall be made as required to defray the operational costs incurred in connection with the service provided under this agreement, and to provide an operation and depreciation reserve fund for unanticipated repairs,

contingencies, and the purchase of replacement equipment and vehicles. The amount and any anticipated use of the operation and depreciation reserve fund shall be reflected in the approved annual budget.

Should revenue prove insufficient for such purposes, then each of the Municipalities will pay proportionate shares of any deficit on the basis of their proportionate shares as set forth in paragraph 6, above.

The Fire Commission may, at its discretion, establish a system for billing for fire calls. If such a system is established, each municipality charged may pay charges for fire calls directly or indirectly bill the resident, business, or non-profit entity involved in the fire call for subsequent payment to LAFD.

9. Municipal Borrowing. In the event that the Municipalities determine, following the request of the Fire Commission, that the District would benefit from borrowing funds for a significant capital project on behalf of the District, any of the three municipalities, at its option, may undertake to borrow funds utilizing general obligation debt. If undertaken, the remaining municipalities shall execute promissory notes to the borrowing municipality for their respective contributions toward payment for the project in the same manner specified in paragraph 6 above.
10. Annual Budget. Annually the Chief shall submit an itemized annual budget (both capital and operating) request to the Commission. The Commission shall work with the Chief to address budget issues and complete a budget. The Commission shall submit an itemized budget request to each of the Municipalities not later than the fourth Monday in September. The Fire Commission annual budget shall contain a comparison of budget vs actual revenues and expenditures for the three years prior, and the current year to date. The Fire Commission budget is approved when adopted by all three (3) Municipalities. The expenditures of the Fire Commission shall not exceed the amount budgeted unless such expenditures are approved by all three (3) of the the governing boards of the Municipalities. In the event the Fire Commission has unexpended funds at the end of a budget cycle, the unexpended funds shall be carried forward for use in the next approved annual budget. Any funds proposed for the operation and depreciation reserve fund established under paragraph 8, above, shall be identified and approved as part of the annual budget.
11. Management and Control of Vehicles, Equipment and Real Estate. The ownership and control of real estate and improvements, vehicles and equipment currently held under the prior agreement are intended to continue under ownership of the Municipalities of the District and under the management and control of the Commission.
12. Mutual Aid Agreement: It is further agreed by the parties hereto that fire protection and rescue services may be furnished to residents of non-participating municipalities to the extent approved and permitted by the Commission. The Commission shall review and approve the mutual aid agreement pursuant to Section 66.3125, Wis. Stats., and Chap.

WEM 8, Wis. Adm. Code, and shall establish the radius or area within which mutual aid will be provided.

13. Additional Member Municipalities. Neighboring municipalities may join and become members of the District by submitting a written request to the Fire Commission which shall work out all financial details related to such membership, and such membership must be approved by the Municipalities. Any change in territory served as set forth in paragraph 4, above must be approved by the Fire Commission and by the Municipalities. Municipalities joining the District shall add representatives to the Commission in proportion to their financial commitment to the District.

14. Providing Services to Contract Municipalities. Fire and rescue services may be furnished to residents of Contract Municipalities to the extent permitted by the Fire Commission, which shall establish the radius within which fire and emergency service calls will be answered and the charge to be made for such calls. All amounts received for service calls outside the District are to be credited toward the operation and maintenance of the District and to reduce the Municipalities' proportionate shares of funding the District as determined by this agreement.

15. Automatic Renew of Agreement, Termination of this Agreement and Miscellaneous Provisions.

A. This Agreement shall be in force for three (3) years following approval by the last Municipality. This Agreement shall renew for successive three-year terms, and shall automatically continue in full force and effect as to all parties unless terminated by providing one (1) year written notice by any one of the Municipalities wishing to terminate no later than, one (1) year prior to approval of the District annual budget, with the termination taking effect not later than December 31 of the following year.

B. This amended Agreement shall become binding upon each party hereto and effective upon its being executed by the authorized officers of the Municipalities.

C. The municipalities participating in this Inter-Governmental Agreement recognize that this Agreement supersedes all prior Inter-Governmental agreements between the parties concerning the establishment of the Lodi Area Fire Department. The ownership of equipment, vehicles and property currently held under prior agreements are intended to continue under the name of the District, and under the management and control of the Fire Commission. Additionally, the Fire Commission shall provide management and control of the jointly owned municipal real estate which is utilized in carrying out the functions of the Fire District.

D. This Agreement may be amended by the Municipalities at any time following approval of such amendment by all of the Municipalities.

16. Recognition of Existing National and State Fire Codes.

A. The Municipalities hereby recognize the following national and state fire codes:

1. The International Fire Code as may be amended from time to time;
2. The National Fire Protection Association Code as may be amended from time to time;
3. Chapters SPS 314 and 361-366 of the Wisconsin Administrative Code as may be amended from time to time.

B. The Fire Chief, as a recognized deputy of the Wisconsin Department of Safety and Professional Services, is responsible for fire inspections. The Fire Chief shall obtain enforcement of the above-mentioned codes where necessary, with the cooperation of the respective City Attorney or Town Attorney.

In witness whereof, the Common Council of the City of Lodi has authorized its Mayor and City Clerk to sign this Agreement this ____ day of _____, 2022.

CITY OF LODI

Mayor

City Clerk

In witness whereof, the Town Board of the Town of Lodi has authorized its Board Chair and Town Clerk to sign this Agreement this ____ day of _____, 2022.

TOWN OF LODI

Chairperson

Town Clerk

In witness whereof, the Town Board of the Town of West Point has authorized its Board Chair and Town Clerk to sign this Agreement this ____ day of _____, 2022.

TOWN OF WEST POINT

Chairperson

Town Clerk