

**VILLAGE OF COTTAGE GROVE
MEETING**

NOTICE OF PUBLIC

TOWN OF COTTAGE GROVE

JOINT COTTAGE GROVE FIRE DEPARTMENT COMMITTEE

**Monday, January 25, 2021
Via Zoom**

6:30 p.m.

AGENDA

Due to the COVID-19 pandemic, this meeting will take place virtually via Zoom. Please join the meeting from your computer, tablet or smartphone by <https://zoom.us/j/93591769685?pwd=MEpaa0ZncXVTZ0s5d3N0Vkl3NVpzdz09> You can also participate via phone by dialing 1 312 626 6799 and use Meeting ID: 935 9176 9685# When asked for your Participant ID, just press # when asked for the Passcode enter 221.

You may also choose to participate by providing public comment prior to the meeting via email to Village Clerk Lisa Kalata: lkalata@village.cottage-grove.wi.us

1. Call To Order
2. Determination Of Quorum And That The Agenda Was Properly Posted
3. PUBLIC APPEARANCES-Public's Opportunity To Speak About Any Subject That Is Not A Specific Agenda Item
4. Discuss And Consider The Minutes From The November 23, 2020 Meeting.

Documents:

[JOINT CG FIRE MINUTES 11-23-20.PDF](#)

5. Update On:
 - a. Rapid Response Vehicle Transmission
 - b. Emergency Services Building sign replacement with Safer Grant funds
 - c. ESB sign light replacement
 - d. Heat exchanger unit on roof top of the ESB
 - e. 1996 Brush Truck sale
 - f. Purchase of turnout gear
6. Approval Of Engine 3 Replacement

Documents:

[RELIANT PROPOSAL ENGINE 3 REPLACEMENT.PDF](#)

7. Discuss Updated Fire Agreement.

Documents:

3P10977-FIRE DISTRICT AGREEMENT.PDF

8. Chief's Report
9. Future Agenda Items.
10. Next Meeting Date- Monday, March 22 Or 29, 2021.
11. Adjournment

Notice:

1. Persons needing special accommodations should call 839-4704 at least 24 hours prior to the meeting.
2. It is possible that members of and possibly a quorum of members of other governmental bodies may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
3. Any item on the agenda is subject to final action.

JOINT COTTAGE GROVE FIRE DEPARTMENT COMMITTEE

Monday, November 23, 2020
6:30 p.m.

Via Zoom

AGENDA – Draft Minutes

1. Call to order. Meeting called to order by Chair Melissa Ratcliff at 6:30 p.m. via zoom.
2. Determination of Quorum and That the Agenda Was Properly Posted. Quorum of committee members attending included Melissa Ratcliff, Kris Hampton, Steve Anders, and Jeff Lennberg. Others present included Fire Chief Nick Archibald, DGEMS Chief Eric Lang, and Jess Robinson.
3. Public's Appearances – public's opportunity to speak about any subject that is not a specific Agenda item. None.
4. Discuss and Consider the minutes from the October 12, 2020, Meeting. Motion by Hampton and second by Lennberg to approve. Passed 4-0-0.
5. Update on:
 - Chief Lang reported the roof repairs were completed and it should be looked at every couple of years for prevention to make sure it lasts for 10 more years. The new washer and dryer were bought. The old washer was kept and is being used for heavily soiled clothes to prevent the new washer from getting overly used.
 - A. Rapid Response Vehicle Transmission. Chief Archibald noted the new transmission will be installed the week of November 30th and this was covered under warranty.
 - B. Engine 3 future replacement. If want the new engine by March, 2022, will need to order by March, 2021. Chief Archibald will get updated numbers from Pierce for the March, 2021, Joint Fire Committee meeting for review/approval.
 - C. Emergency Services Building sign replacement with Safer Grant funds. Sign has been ordered for delivery in December. The ESB is not properly zoned for digital messaging board (like the new sign) so Chief Archibald is working with the Town Board and County to change the zoning. There is a public hearing on December 23, 2020, and then it will go to the county board for approval. The new sign would then be installed. The initial grant did not include the wiring for the new sign. The new light post may have the correct wiring. Chief Archibald will look into this further and will contact the company that installed the new light post.
6. Discuss and consider landscaping near Emergency Services Building. (ESB) Chief Lang indicated that planters there would be easier to care for. Motion by Anders to table until Spring, second by Lennberg. Passed 4-0-0.

7. Discuss and consider replacing lights on the Emergency Services Building sign. Motion by Hampton for Chiefs Lang and Archibald to continue working with TDS to see if the issue can be corrected. Second by Anders. Motion passed 4-0-0.
8. Discuss and consider proposed Emergency Services Building Budget for 2021. No action as incorrectly placed on agenda (action taken on agenda from September 28, 2020).
9. Discuss and consider repair of heat exchanger unit on roof top of the Emergency Services Building. Review of repair estimates. Motion by Ratcliff to approve Johnson Controls estimate for \$7,875.00 with difference of amount available in ESB repair fund to be paid in proportionate amounts by Village and Town. Second by Lennberg. Motion passed 4-0-0.
10. Discuss and consider the future of the 1996 brush truck. Chief Archibald noted the brush truck could be used as a utility truck, as a vehicle to transport the UTV, and for transporting students' gear to classes at Madison College. Turnout gear gets a lot of chemicals on it during class instruction which doesn't make it ideal to transport in personal vehicles. Anders and Hampton noted they could look into getting bags for transporting turnout gear so as to prevent getting chemicals in private vehicles. Anders indicated concerns regarding upkeep and insurance of the vehicle. Questions about where it would be stored in the Engine Bay. Motion by Anders to recommend to Town Board to sell 1996 brush truck. Second by Hampton. Motion passed 3-1-0 with Lennberg voting no.
11. Discuss and consider use of Pleasant Springs funds to replace turnout gear. Much of the turnout gear used by firefighters is 10 years or older. Madison College adopted NFPA standards which state turnout gear has to be less than 10 years old although the State did not adopt those NFPA standards. In order for students to participate in classes at Madison College, the fire department needs new turnout gear. It costs \$2372 per set (jacket and pants). Motion by Lennberg to use \$20,000 of Pleasant Springs funds to buy turnout gear for the crew members. Second by Anders. Motion passed 4-0-0. Chief Archibald indicated that he'd supplement with his budget to help purchase the turnout gear. They would prioritize who would receive the new turnout gear based on who attends calls and training and needed it for class.
12. Chief's Report. 36 members - 8 officers, 4 probationary officers, 2 drivers, 22 regular firefighters. They have had 228 calls for the year – down slightly than last year at this point.

Chief Archibald updated the committee on future capital costs that would include Engine 3, additional turnout gear, and large diameter hose (LDH). They recently tested LDH from Engine 3 that had 1000 feet of hose, of which 900 feet failed. To replace the hose it costs \$575 per 100 feet. They still need to test Ladder 1 which has 600 feet of hose and Engine 4 has 1000 feet of hose. They were supposed to be checking the hose every year, but to Chief Archibald's knowledge, this was never done. The hose is at least 20 years old. He expects the additional 1600 feet of hose from Ladder 1 and Engine 4 likely to fail as well. They won't be able to test again until spring – partially due to the cold weather now and Covid-19 precautions as they need manpower to roll out the hose, hook it up to a fire hydrant to test it, clean up the water and the possible ice caused by freezing water.

Radio grant was rejected.

Cottage Grove Fire Department will be featured in the Wisconsin State Fire Journal in the December/January edition.

13. Future agenda items. Update on sign, TDS/electrical issue.
14. Next meeting date – Monday, January 25, 2021. Possibly a meeting in December if the electrical issue cannot be resolved with TDS.
15. Adjournment. Motion by Lennberg to adjourn. Second by Hampton. Motion passed 4-0-0. Meeting adjourned. 7:45 p.m.

Notice:

1. Persons needing special accommodations should call 839-4704 at least 24 hours prior to the meeting.
2. It is possible that members of and possibly a quorum of members of other governmental bodies may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
3. Any item on the agenda is subject to final action.



This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Reliant Fire Apparatus, Inc., a Wisconsin corporation (“Reliant”), and the Cottage Grove Joint Fire Commission / Cottage Grove Fire Department, WI (“Customer”), is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Reliant pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Reliant Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Reliant Proposal”** means the proposal provided by Reliant attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Reliant is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Reliant receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Reliant’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Reliant (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$694,934.00 (“Purchase Price”). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Reliant will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Reliant incorporate a change to the Products or the Specifications for the Products by delivering a change order to Reliant; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Reliant to evaluate the feasibility of such change (“Change Order”). Within [ten (10) business days] of receipt of a Change Order, Reliant will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Reliant shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Reliant’s authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated before completion, Reliant may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Reliant; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Reliant endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Reliant upon sale of the Product to another purchaser, plus any costs incurred by Reliant to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 12 – 14 *(Delivery Not to Occur Prior to March 15, 2022 for Commission / Department Fund Availability Timeframe to be Able to Execute Final Payment (COD)) months of the Effective Date of this Agreement, F.O.B. 2600 American Drive, Appleton, WI 54914_, Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Reliant with written notice sufficient to permit Reliant to evaluate such

non-conformance (“Notice of Defect”). Any Product not in substantial conformance to material Specifications shall be remedied by Reliant within thirty (30) days from the Notice of Defect. In the event Reliant does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, Wisconsin, 53086
Fax (262) 297-5022

Customer
The Cottage Grove Fire Department
4030 County Hwy N
Cottage Grove, WI 53527

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Reliant’s authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RELIANT, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Reliant be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Reliant’s own negligence, or otherwise.

11. Insurance. The Original Equipment Manufacturer (Pierce Manufacturing, Inc.) maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

<u>Commercial General Liability Insurance:</u>	
Products/Completed Operations Aggregate:	\$1,000,000
Each Occurrence:	\$1,000,000
<u>Umbrella/Excess Liability Insurance:</u>	
Aggregate:	\$25,000,000
Each Occurrence:	\$25,000,000

The Customer may request: (x) Reliant to have Pierce provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included by Pierce as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured.

12. Force Majeure. Reliant shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Reliant’s control which make Reliant’s performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, vehicle accidents during manufacturing and/or testing and/or delivery, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

13. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Reliant fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Reliant.

14. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Reliant until the entire Purchase Price has been paid and that payment has cleared Reliant's financial institution. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Reliant until the Purchase Price for that Product has been paid in full and that payment has cleared Reliant's financial institution. In case of any default in payment, Reliant may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

15. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

18. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Reliant's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Reliant's authorized representative.

20. Conflict. In the event of a conflict between the Customer Specifications and the Reliant Proposal, the Reliant Proposal shall control. In the event there is a conflict between the Reliant Proposal and this Agreement, the Reliant Proposal shall control.

21. Signatures. This agreement is not effective unless and until it is approved, signed and dated by Reliant Fire Apparatus Inc.'s authorized representative.

Accepted and agreed to:

RELIANT FIRE APPARATUS, INC.

CUSTOMER: The Cottage Grove Fire Department, WI

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, WI 53086
Fax (262) 297-5022

Date: January 14, 2021

Customer Name: The Cottage Grove Joint Fire Commission / Cottage Grove Fire Department, WI

Quantity	Chassis Type	Body Type	Price per Unit
1	Pierce Enforcer	Pumper Tanker	\$694,934.00
			\$
			\$
			\$
			\$

The contract price of \$694,934.00 on Page 1, Item #4 of this contract reflects entering into a contract prior to February 1, 2021 to retain the quoted 2020 pricing year schedule.

With this contract schedule, payment terms and intervals would look as follows:

<u>Due Reliant Fire Apparatus, Inc. with Contract</u>	<u>\$ 0.00</u>
<u>Balance Due at Delivery*</u>	<u>\$694,934.00</u>

(*Balance due at delivery may change based on change orders during build process)

Price is based on Reliant Fire Apparatus, Inc. bid number #687 presented to the Cottage Grove Fire Department per proposal book dated August 27, 2020 with updated or replacment options for obsolete vendor components since quote date of August 27, 2020 as order would be entered to Pierce as of today's date options of January 14, 2021.

Warranty Period: Warranty period includes a one (1) year bumper to bumper warranty along with all other warranties described within the proposal provided to the Cottage Grove Fire Department dated August 27, 2020 by Reliant Fire Apparatus, Inc.

Training Requirements: Training to be done by Reliant Fire Apparatus, Inc. at the Cottage Grove Fire Department at a to be determined date by the department after delivery of the unit.

Other Matters: 12 – 14 Month Lead-Time as Approved by Jerry Conley on January 12, 2020 for delivery not to occur prior to March 15, 2022 for commission / department fund availability timeframe to be able to execute final payment (COD).

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment is based on standard Cash on Delivery (COD) terms with delivery not to occur prior to March 15, 2022. The total truck cost owed Reliant Fire Apparatus, Inc. at time of delivery would be \$694,934.00 as outlined above.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Reliant.] All taxes, excises and levies that Reliant may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Reliant to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Reliant will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Reliant substantially remedies

the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Reliant shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Reliant or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Reliant, Reliant shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF January 14, 2021, 2021 BETWEEN RELIANT AND the Cottage Grove Joint Fire Commission / Cottage Grove Fire Department, WI WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY RELIANT HEREIN.

EXHIBIT B

WARRANTY

WARRANTY CERTIFICATES OF COVERAGE ARE INCLUDED IN RELIANT FIRE APPARATUS PROPOSAL #687 PRESENTED TO the Cottage Grove Joint Fire Commission / Cottage Grove Fire Department, WI DATED AUGUST 27, 2020.

EXHIBIT C

RELIANT PROPOSAL

PROPOSAL FOR APPARATUS TO BE PROVIDED UNDER THIS CONTRACT IS RELIANT FIRE APPARATUS PROPOSAL #687 PRESENTED TO The Cottage Grove Joint Fire Commission / Cottage Grove Fire Department, WI DATED AUGUST 27, 2020.

FIRE PROTECTION AGREEMENT FOR THE COTTAGE GROVE FIRE DISTRICT

This Fire Protection Agreement for the Cottage Grove Fire District (“Agreement”), by and between the Village of Cottage Grove and the Town of Cottage Grove (the "Municipalities") of Dane County, Wisconsin, governs the management and operations of the Cottage Grove Fire District (“District”) and the provision of fire protection services within and for the geographical area described in this Agreement (the “Fire Protection Services Area”). Therefore, in consideration of the mutual promises, obligations, and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, the Municipalities agree as follows:

SECTION 1: PURPOSE

This Agreement specifies the responsibilities of the District and the terms of participation applicable to the Municipalities. The District shall continue to provide proper fire protection for all persons and properties located within the Fire Protection Area through the mutual cooperation of the Municipalities pursuant to Wis. Stat. § 66.0301.

SECTION 2: BOUNDARIES

A. The Fire Protection Services Area includes the following:

1. Village of Cottage Grove. All of the area within the present and future corporate limits of the Village of Cottage Grove.
2. Town of Cottage Grove. All of the area within the political boundaries of the Town of Cottage Grove.
3. Town of Pleasant Springs. Portions of the Town of Pleasant Springs specified in any applicable agreement for fire protection services between the District and the Town of Pleasant Springs.

B. Additional territory may be added to the District upon the following conditions:

1. The proposed additional territory is contiguous to the then-existing boundaries of the District; and
2. The addition of the proposed territory and the terms and conditions pertaining to such addition are approved by the Commission and ratified by the Town and Village.

SECTION 3: COMMISSION

A. The District shall be governed by the Cottage Grove Fire District Commission (the “Commission”). The Commission is created pursuant to Wis. Stat. § 66.0301 and shall consist of six commissioners.

- B. **Selection of Commissioners.** The Village and Town shall each select three commissioners, with each commissioner being an elected member of the Municipalities' respective governing bodies. Active firefighters shall be ineligible to serve on the Commission.
- C. **Terms of Office.** The term of office for Commissioners shall commence on the first day of May. Commissioners shall be appointed to one-year terms. Any commissioner appointed to fill a vacancy shall serve only for the remainder of the term. Each commissioner shall serve at the pleasure of the governing body that appointed him or her to serve on the Commission.
- D. **Officers.** The officers of the Commission shall be the Chairperson, Vice Chairperson, and the Secretary. In odd numbered years the Chairperson, Vice Chairperson, and Secretary shall be Town of Cottage Grove Commissioners, and in even years the Chairperson, Vice Chairperson, and Secretary shall be Village of Cottage Grove Commissioners. Officers shall be selected by a vote of the Commission.
- E. **Commission Business.** The Commission shall meet at least quarterly. The Commission may establish procedural rules consistent with its responsibilities. All meetings shall comply with the Wisconsin Open Meetings Laws. Meetings shall be called by the Chairperson or, on request of any four of the Commissioners, by the Secretary. Notice of all meetings shall be provided by the Secretary by mail, electronic mail, facsimile, or hand delivery to each Commissioner, and to the Clerks of each participating Municipality. A majority of the voting Commissioners shall constitute a quorum at any meeting. Decisions shall be made by a majority vote.

SECTION 4: POWERS AND DUTIES OF COMMISSION

- A. The Commission shall have the following duties and powers:
1. The possession, care, control, and management of the affairs and property of the District, subject to the terms and conditions of this Agreement;
 2. Oversight of the Emergency Services Building;
 3. Control of the finances of the District;
 4. To enter into reciprocal fire protection agreements with departments of other municipalities or other districts. All costs incurred under such agreements shall be considered as part of the overall operational expenses of the District;
 5. Oversight of any entities that the District contracts with to provide fire protection services for the District.

SECTION 5: FISCAL AND BUDGET

- A. **Accounting.** The Village shall handle day to day deposits and disbursements of the District. Each Municipality's share of proportionate costs shall be paid to the Village quarterly within 30 days of receiving an invoice from the District.
- B. **Budget.** The Fire Chief shall, prior to July 15 of each year, prepare and submit to each Commissioner and to the Clerks of the Municipalities a proposed budget for the ensuing calendar year.
1. The form and content of the budget shall generally conform to requirements for municipalities pursuant to Wis. Stat. § 65.90. The following elements shall be specifically included in the budget:
 - a. Most recent calendar year actual revenues and expenses;
 - b. Budgeted amounts for current year;
 - c. Actual expenditures and revenues for at least the first six months of the current year;
 - d. Projected expenditures through the end of the current year;
 - e. Projected revenues and expenses for the budget year;
 - f. Beginning and ending balances for all funds and reserve accounts, for the preceding year and projected for current year end and for the budget year.
 2. The Commission shall meet and review the proposed budget and supporting information provided by the Fire Chief on or before September 1 of each year. The Commission shall make such modifications to the proposed budget as it deems appropriate. The Commission shall complete its approval of the proposed budget by October 1 of each year.
 3. The Fire Chief or Chairperson shall present the budget to the governing bodies of the Municipalities in October of each year.
 4. Each of the Municipalities shall independently review the budget on or before October 31 of each year. Each Municipality shall report its action of approval or disapproval (with specific reasons for disapproval) to the Commission and to the Clerk of the other Municipality no later than the first Wednesday following October 31. The Municipalities will take such actions as necessary and appropriate to approve a budget no later than November 15 of each year. Upon such approval, each participating Municipality shall levy a tax, impose a special charge, or provide funding from other sources sufficient to pay for the Municipality's proportionate share of the District budget as determined in Section 5.E.

C. **Emergency Services Building Property Repair Fund.**

1. The Commission shall have a separate Emergency Services Building Property Repair Fund account (the “Account”) for purposes of maintaining and repairing the Emergency Services Building. Contributions to the Account shall be based upon each Municipality’s ownership interest in the Emergency Services Building.
2. Appropriations from the Account shall be restricted to such projects that are approved by the Commission and for purposes of repairing or maintaining the Emergency Services Building.
3. Contractual Procedure. The District shall let contracts for public construction in accordance with Wis. Stat. § 61.54. The following additional requirements shall apply.
 - a. The Commission shall prepare a request for bids or proposal.
 - b. The Fire Chief shall make good faith efforts to obtain at least two bids, unless an emergency exists.
 - c. Following receipt of the bids, the Commission shall make a recommendation to the Village and Town as to the award of the contract.
 - d. Unless the Town or the Village provides the Commission and the other Municipality a “notice of objection” to awarding the contract within 30 days of receiving the Commission’s recommendation, the Municipalities shall be deemed to have approved the contract.
 - e. If either of the Municipalities provides a notice of objection, then the contract shall not be awarded.
 - f. If the Municipalities approve the contract, or do not provide a notice of objection, the Commission may enter into the contract.

D. Fire Dues. All fire dues received by each Municipality shall be used to fund required fire inspections or for other purposes allowed by state law. The District shall document purchases with fire dues funds to ensure the expenditures comply with state law.

E. Determination of Proportionate Share of District Expenses.

1. The costs and expenses of the District, after being offset by any revenues received for providing fire protection services outside the Town and Village, shall be divided and paid by the Municipalities as follows:
 - a. Fifty percent of the expenses of the District shall be allocated to each Municipality based on the proportion of the equalized valuation of the real property in each respective Municipality for the previous year, as a percentage of the total equalized value of the real property located within the Municipalities.

- b. The remaining fifty percent of the expenses of the District shall be allocated to each Municipality based on the proportion of fire calls for services in each respective Municipality in the previous year.
 - 2. Each Municipality shall be billed quarterly.
 - 3. Following the approval of the budget for the ensuing year by the Municipalities, the proportionate annual budget shares of the Municipalities shall be calculated by the Secretary of the Commission. The Municipalities shall cooperate with the Secretary in calculating these proportionate shares. The proportionate shares of the annual budget shall be calculated no later than November 15 of each year.
- F. **Auditing.** An audit of the District shall be performed in conjunction with the Village's annual audit. The cost of performing the audit related to the District shall be a District expense.
- G. **Withholding Payments.** No participating Municipality shall withhold payments due under the terms and conditions of this Agreement.
- H. **Support of District Operations.** The District may select either of the Municipalities to provide administrative support services for the District. If one of the Municipalities is willing to provide administrative support services it shall disclose to the District the basis on which such Municipality will be paid by the District for such services. If the District decides to contract with a participating Municipality for administrative support services, any such contract shall require the participating Municipality to provide an appropriate basis on which to measure the equitable value of such services, including, but not limited to, the following:
- 1. The salary, including employer contributions to retirement plans and OASDHI/Medicare;
 - 2. If the services are provided by a contractor rather than an employee of a participating Municipality, records similar to those supplied in (1), to demonstrate the equitable basis for such charges to the District. Any costs incurred by the District under this Section shall be treated as a budgeted District expense following approval of such services by the Commission.

SECTION 6: TITLE AND OWNERSHIP OF EQUIPMENT

- A. **Ownership of Assets.** Except as otherwise provided in this Agreement, the Municipalities hereby stipulate and agree that from and after the date of this Agreement and notwithstanding any previous agreement or practice to the contrary, the Municipalities shall be considered to own a proportionate interest in the assets equal to their proportionate shares of expenses calculated in the same manner as set forth in Section 5.E. averaged over the most recent five budget years.

B. Ownership of Emergency Services Building. The Emergency Services Building (including the land and improvements), located at 4030 County Road N, Cottage Grove, Wisconsin, shall be jointly owned by the Town and Village. The Town shall hold a 59% interest in the Emergency Services Building, and the Village shall hold a 41% interest in the Emergency Services Building.

C. Division of funds acquired from disposition of assets. In the event that the District wishes to dispose of real estate, motor vehicles, or equipment other than under circumstances as specified in Section 7, all proceeds of sale of any such property shall be shared by the Municipalities on the basis of their current proportionate shares as provided in Section 6.A. and C.

D. Title of Vehicles. Vehicles shall be titled in the Town's name, but ownership interests shall be in accordance with Section 6.A.

SECTION 7: TERM OF AGREEMENT AND WITHDRAWAL FROM DISTRICT

A. Term. The term of this Agreement shall be for five years from the effective date. The Agreement shall automatically renew for a successive five year period unless either Municipality provides notice to the other Municipality of an intent to withdraw or amend this agreement twelve months prior the expiration of this Agreement.

B. Distribution of Assets upon Dissolution of Agreement. Upon dissolution of the District, all real estate, motor vehicles, equipment, and all other District assets remaining after settling District debts shall be sold and the proceeds distributed to the participating Municipalities, based on proportionate shares as set forth under Section 6.A. and C., unless other means of dissolution are implemented by agreement of the Municipalities.

C. Right to Withdraw. The participating Municipalities shall have the right to withdraw from the District in accordance with the terms of this provision. The procedure for withdrawal and distribution of assets shall be accomplished as follows:

1. Withdrawal from the District is permitted as of the end of any calendar year providing that such withdrawing Municipality gives at least twelve (12) months written notice to the other Municipality.
2. If one Municipality provides notice of withdrawal and the other municipality, within 60 days of the original notice of withdrawal, provides the withdrawing municipality notice that it will also withdraw, the assets of the District shall be dissolved under Section 7.B.
3. If a Municipality withdraws from this Agreement, the other Municipality shall have the right to acquire the interest of the withdrawing Municipality in any or all real estate, motor vehicles, equipment, and other assets of the District at the fair market value of the withdrawing Municipality's proportionate share of the assets, under Section 6.A. and C., as determined under Section 7.E. If the remaining

Municipality chooses not to acquire the withdrawing Municipality's interest in certain District assets, then those assets shall be liquidated and proceeds distributed according to ownership interests in Section 6.A and C..

4. If the Town withdraws from this Agreement, the Town may buy the Village's interest in the Emergency Services Building. If the Town does not buy the Village's interest, then the Emergency Services Building shall be liquidated and proceeds distributed according to each Municipality's ownership interest under Section 6.B.
5. Any surplus funds of the District shall be distributed according to Section 7.B.

D. **Debt.** If the District has any outstanding debt when a Municipality withdraws, any payments under this Section to a withdrawing Municipality shall be reduced in accordance with the withdrawing Municipality's proportionate share of outstanding debt determined pursuant to Section 5.E.

E. **Appraisal Process.**

1. Unless the Municipalities can agree on a value, the value of District assets which either Municipality believes to be worth more than \$5,000 shall be determined by three disinterested appraisers active in appraising the type of asset being appraised. The withdrawing Municipality and the District shall each select one appraiser, and the two appraisers so selected shall select a third appraiser. None of the appraisers may own property within the District.
2. If an asset is appraised under this section, the appraisers shall determine the fair market value of the asset by majority vote of said appraisers. Notice of the appraisers' decision shall be given in writing to the District Secretary. Within ninety (90) days thereafter, the transfer of the withdrawing Municipality's interest shall be executed and the withdrawing municipality shall convey its interest in said asset by good and sufficient means. If the asset is real property, the withdrawing municipality shall convey its interest to the remaining municipality by warranty deed, free and clear of all encumbrances.
3. All costs in connection with the purchase of assets by the remaining Municipality from the withdrawing Municipality, including the fees of the appraisers and the remaining municipality's legal fees and closing costs, shall be paid by both of the Municipalities in proportion to their then-current proportionate shares of operating costs of the District under Section 5.E.

SECTION 8: INSURANCE

A. The Town will obtain insurance coverage for the District of types and in amounts customarily utilized by fire districts. The Cost of District insurance shall be shared by the Municipalities in the same proportions as other District Expenses.

SECTION 9: MISCELLANEOUS PROVISIONS

- A. Amendments. The Commission and the Municipalities may, from time to time, propose amendments to this Agreement. Any amendments approved by the Commission must be approved by each of the Municipalities. It is understood and agreed that this Agreement shall be reviewed by the Municipalities every five (5) years from date of ratification and amended as necessary.
- B. Non-Integration. This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement. All previous agreements are hereby rescinded and repealed.
- C. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the law of the State of Wisconsin.
- D. Headings. Headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement.
- E. Severability. If any provision of this Agreement shall be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted, and the rights and obligations construed and enforced accordingly.
- F. Notice. Notices shall be deemed delivered as of the date of postmark or the date of sending by electronic mail. Any notices required shall be sent to the following:

Town of Cottage Grove:

Town Clerk
4058 County Road N
Cottage Grove, Wisconsin 53527
clerk@towncg.net

Village of Cottage Grove:

Village Clerk
221 E Cottage Grove Road
Cottage Grove, WI 53527

(Signature page to follow)