

COTTAGE GROVE FIRE DISTRICT COMMITTEE MEETING
Monday, November 28, 2022, 6:30 PM
Cottage Grove Town Hall, 4058 County Road N, Cottage Grove WI 53527

You may also join the meeting from your computer, tablet or smartphone at

<https://www.gotomeet.me/Towncg/joint-fire-committee>

You can also dial in using your phone. United States: +1 (872) 240-3212
Access Code: 433-882-293

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 October 6, 2022 Meeting.

Documents:

[10-06-22 DRAFT JT FIRE MINUTES.PDF](#)

5. Chief's Report

Documents:

[CHIEFS REPORT 11-22.PDF](#)

6. Discuss And Consider Flooring Estimates For Flooring Replacement In ESB Basement
7. Discuss And Consider Expenses For CGFD Car 1.
8. Discuss And Consider Changes To CGFD Role In Construction Inspections.
9. Discuss And Consider L1 Replacement Plan.
10. Discuss And Consider Consolidated Joint Fire Agreement.

Documents:

[3VM2339-FIRE DISTRICT AGREEMENT.PDF](#)

11. Future Agenda Items.
12. Next Meeting Date.
13. Adjournment

ALL AGENDA ITEMS ARE SUBJECT TO ACTION

Notice: Persons needing special accommodations should call 839-5021 at least 24 hours prior to the meeting. 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.

COTTAGE GROVE FIRE DISTRICT COMMITTEE MEETING
Thursday, October 6, 2022, 6:30 PM
Cottage Grove Town Hall, 4058 County Road N, Cottage Grove WI 53527

D R A F T Minutes

1. Call to Order: Chair David Peterson called the meeting to order at 6:30 P.M. Committee members Kris Hampton, Chris Stoa, and Mike were present, along with Fire Chief Nick Archibald and assistant Chiefs April Hammond-Archibald and Jess Robinson. EMS Chief Eric Lang attended virtually.

Before the meeting began, a moment of silence was observed in honor of deceased Fire Freighter Nate Walker.
2. Determination of Quorum and That the Agenda Was Properly Posted: **Confirmed**
3. PUBLIC 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 August 22, 2022, Meeting: Motion by DuPlayee/Stoa to approve as presented. Motion Carried 4-0.
5. Chief's Report: **See written report attached as Exhibit A.**
6. Discuss and Consider Emergency Services Building Repair Account Balance: Hampton noted that there is \$7,800 left in the 2022 Emergency Services Building budget, and \$40,187 in the ESB Repair Fund. \$18,000 has been committed for the replacement of the parking lot island, leaving \$22,287 in the fund.
7. Discuss and Consider Building Office Space: **No discussion.**
8. Discuss and Consider Cost for Fish Bowl Remodel: Motion by Hampton/DuPlayee to approve Estimate #18 from Grob Construction including a butcher block counter for \$1,424.55, using ESB Repair Funds. Motion carried 4-0.
9. Discuss and Consider Electrical Quote for the Fire Station Sign: Motion by Peterson/DuPlayee to approve the quote from Electrical Solutions for \$2,176, using ESB Repair Funds. Motion carried 4-0.
10. Discuss and Consider Remaining 2022 Emergency Services Building Projects (Examples Include: Carpet Cleaning, Strip and Wax Floors, Radio Room Upgrades, Cabinets, And Gear Racks): Motion by Hampton/DuPlayee to the purchase of a Ready Rack for \$1,205.20 + freight and a Flammables Safety Cabinet for \$1582.10, using ESB Repair Funds. Motion carried 4-0.
Motion by DuPlayee/Peterson to approve the quote from Crystal Cleaners to strip and wax the floors for \$2,978, using the 2022 ESOB budget funds. Motion carried 4-0.
11. Discuss and Consider 2023 Budget Recommendation for Emergency Services Building: Representatives of both municipalities agreed to contribute \$20,000 to the ESB Repair Fund in 2023, but no action was taken on the 2023 Emergency Services Budget. Chief Lang would like to either have the carpet in the lower level cleaned, or replaced with tile. Consensus was to put it on the next agenda.
12. Discuss and Consider Changes to the 2023 Operating Budget: Motion by DuPlayee/Hampton to increase fuel to \$12,000. Motion carried 4-0.

13. Discuss and Consider 2023 Capital Budget: Chief Archibald said that the items originally on the 2023 Capital Budget have either been funded by a grant or pushed back to 2024.
14. Discuss and Consider L1 Replacement Plan: Chief Archibald reported that they have been working getting prices to replace it ahead of schedule to avoid anticipated price increases, and wondered if there is a realistic appetite to do that from the two municipalities. One estimate is at \$1.77 million now. Chief Archibald thought with forecasted increases, it would be more like \$2.5 million in two years when the order would be placed under the current schedule. Consensus was to keep working on getting costs and keep talking about it.
15. Future Agenda Items: Flooring, L1 replacement plan.
16. Next Meeting Date: November 28th at 6:30 P.M.
17. Adjournment: Motion by DuPlayee/Stoa to adjourn. Motion carried 4-0. The meeting ended at 7:15 P.M.

Minutes typed by Town Clerk Kim Banigan from notes taken by Kris Hampton



Emergency
911

The Cottage Grove Volunteer Fire Department Inc.

4030 Highway N • Cottage Grove, WI 53527



Business
(608) 839-4343

Chiefs Report

Staff Info

Total Staff: 44

Officers: 10

Driver Operators: 1

Firefighters: 23

Probationary: 10

274 Calls as of 11/22/2022 (This will put us at about 307 calls at the end of the year. If we stay at the current average .84 calls/day.) *To note- some of these were caused by repeated false alarm offenders (CG Commons), our own false alarm causes (hose testing/hydrant flushing), and bad weather (wires down)

122 Village of CG

64 Town of CG

45 Town of PS

43 Mutual Aid

Apparatus Info: Still waiting on tank manufacturer to repair the leak on Tender 1. All apparatus maintenance is complete.

Training Information: We had a house donated to us in the Town of Pleasant Springs. We will be conducting search and rescue drills, hose advancement, ladder operations, and many more training activities. We will be burning the structure down on March 11th, 2023.

Staff Milestones:

Jaime Gogola (11/19): 3 Years

Jason Kudrna (11/15): 7 Years

Matt Mabie (11/00): 22 Years

Other News: The department added 1 new member in October and 1 in November. There is currently 1 application for new membership which will be voted on at the December meeting. The in station SCBA fill system has arrived and will be installed on December 5th. The association is purchasing a used Command Vehicle from McFarland Fire Department. It will be used for several things including command officer responses to calls, transportation to classes, and to pull the UTV to wildland fire calls. The island removal at the station has been completed. The new flammables cabinet has arrived and been put into service. The new fire lockers have arrived as well. With the addition of the lockers, we now have space for 49 members.

**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 Town shall handle day to day deposits and disbursements of the District. Each Municipality's share of proportionate costs shall be paid to the Town quarterly. The

Town shall invoice each Municipality within fifteen days of the calendar quarter ending. Each Municipality shall pay the full invoiced amount within 30 days of receiving an invoice from the Town.

B. Budget. The Fire Chief shall, prior to September 1 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 October 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 split equally between the Municipalities. The amount of total Contributions shall require approval by the Town and Village.
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 for Contracts Required to Be Bid. When required by law, 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.
 - g. The Town chairperson shall execute the contract if approved by the District and Municipalities.
4. Contractual Procedure for Maintenance or Repairs. Any maintenance or repair contract that is not required by law to be competitively bid shall comply with the following requirements.
 - a. The Fire Chief shall make good faith efforts to obtain at least two proposals for the proposed work.
 - b. If the proposed work is contained within the Fire District’s approved budget, the Municipalities will not need to approve the contract, but a majority of the Commission must approve the contract.

- c. If the contract is approved by the Commission, the Town Chair shall execute 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 paid by the Municipalities in proportion to their respective equalized valuation of all real property within the municipality as a percentage of the total equalized valuation of all real property located in the Municipalities. The percentage share shall be based on the prior year's equalized valuation.
 2. Each Municipality shall be billed quarterly.
- F. **Audit.** Each Municipality may audit the District's finances via a third party financial audit firm of the requesting Municipality's choosing. The requesting Municipality must notify the other Municipality in writing a minimum of thirty days in advance. The requesting Municipality shall pay all costs associated with the financial audit. Since the Town handles day to day deposits and disbursements of the District, the requesting Municipality shall pay the Town Office staffs' time and materials costs incurred as a result of the audit. In addition to a third party audit, the Village shall have the right to have its employees audit District finances.
- G. **Withholding Payments.** No participating Municipality shall withhold payments due under the terms and conditions of this Agreement. A Municipality that unreasonably withholds any payment shall be charged interest at a rate of 1% per month.

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. at time of purchase.
- 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. No entity shall use the Emergency Services Building unless

the Town and Village have approved a lease governing rental of space 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 proportionate shares as provided in Section A.
- D. **Title of Vehicles.** Vehicles shall be titled in the Town and Village'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)