

**INTER-GOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
VILLAGE OF NEW GLARUS, TOWN OF PERRY, TOWN OF PRIMROSE,  
TOWN OF YORK, AND TOWN OF NEW GLARUS REGARDING  
THE MAINTENANCE OF THE NEW GLARUS FIRE DISTRICT**

**WHEREAS**, the Village of New Glarus, a Wisconsin municipal corporation, the Towns of Perry and Primrose being located in Dane County, and the Towns of York and New Glarus, being located in Green County, each a Wisconsin body corporate and politic, (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 jointly for the Municipalities; and,

**WHEREAS**, the Municipalities participating in this agreement are presently party to an agreement dated February 25, 1991 and desire by this Agreement to repeal and replace the existing agreement as of the effective date of this Agreement; 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. It is the intent of the Municipalities that fire protection continue to be provided in the manner in which it has been in the past by the New Glarus Volunteer Fire Department (“Fire Department”). Except to the extent herein provided, the responsibility for the organization, management, operation and control of the Fire Department rests with the Fire Department. The purpose of this Agreement is to establish a method by which proper funding of fire protection and rescue services can be secured, to specify the rights of the Municipalities in buildings, vehicles and equipment purchased with municipal funds, and to otherwise allocate such responsibility and make such further provisions as are necessary to provide fire protection for the public, residents, businesses, and non-profit entities of the participating Municipalities.
2. Legal Status. The Municipalities do contract, each with the other, and as authorized by the provisions of Wis. Stats. §§60.55, 61.65(1)(a) 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 New Glarus Fire District, (the “District”) for the safety of residents and visitors to the participating municipalities.

3. Name. The name of the District shall be the New Glarus Fire District and its headquarters shall be located in the Fire Department headquarters located at 218 4<sup>th</sup> Ave, in the Village of New Glarus, Green County, Wisconsin.
4. Territorial Boundaries. The District shall be comprised of the following territories:
  - A. All of the area within the corporate limits of the Village of New Glarus, Green County Wisconsin;
  - B. The whole of the Township of New Glarus;
  - C. Section Nos. 12, 13, 14, 15, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and parts of Section Nos. 10, 11, 15, 16, and 19, all in the Town of Primrose, Dane County, Wisconsin.
  - D. Section Nos. 24, 25, and 36 and parts of Nos. 11, 12, 13, 23, 26 and 35 all in the Town of York, Green County, Wisconsin.
  - E. All of Section No. 36 and parts of Section Nos. 24, 25, 26, 34, and 35 all being in the Town of Perry, Dane County, Wisconsin.
5. Additional Territory. Any additional territory may be added to the District by the Trustees upon the following conditions:
  - A. That the proposed territory be contiguous with the existing boundaries of the District.
  - B. That a written petition of all the legal owners of the property proposed to be attached shall be filed with the Trustee.
  - C. That a favorable vote in favor of the petition be made by at least five (5) of the seven (7) Trustees.
6. Boundary Modification Process. No addition to, nor detachment from, the District shall be determined by the Trustees until they have first consulted with the officials of the fire district and the territory from which the lands are to be detached or to which they are to be added. Consultation shall mean that the Trustees shall contact the representatives of any fire district from which the lands are to be detached or to which they are to be added and to request from said district a copy of the minutes of any action taken by said district either favorably or unfavorably on the question. Such

information shall be received by the Trustees prior to consideration of any action on addition or detachment from the District.

Any territory may be detached from the District by written petition, by the legal owners of the land to be detached and upon a vote approving of same by at least five (5) of the seven (7) Trustees.

7. Trustees Composition and Legal Duties.

- A. Board of Trustees Established. The District herein created shall be governed by a board of Trustees (“Board”). The Board shall consist of seven (7) voting representatives: two (2) from the Village of New Glarus, two (2) from the Town of New Glarus, and one (1) each from the Towns of York, Primrose and Perry. Each Board representative shall serve a three-year term. The representatives on the Board from the Village of New Glarus shall be appointed by the Village Board President, subject to confirmation by the Village Board. 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 Board shall serve until a successor is appointed and qualifies. Each Trustee shall be a resident of the municipality for which they are appointed.
  
- B. Administration. In order that there may be direct and prompt action on all administrative matters and problems arising hereunder, the Board is hereby delegated the right to exercise any required administrative function and duty for and on behalf of the District including, without limitation because of enumeration, the right to contract with personnel for operation of the fire equipment, to establish the charges for services rendered and to make collections for the same, to deposit and disburse funds appropriated, the submission and approval of budgets and reports. The Board may make such recommendations to the  
Municipalities as it deems to be the best interest of the District.
  
- C. Quorum. A majority of the members of the Board entitled to a seat shall constitute a quorum.
  
- D. Board Officers. The Board shall establish and elect its own officers to-wit: a President and Vice-President. The Board may also elect a Treasurer and/or Secretary or it may contract for such services. Elections and any decisions as to Treasurer and/or Secretary shall be by majority vote.

- E. Rules for Meetings. The rules contained in the latest edition of Robert's Rules of Order shall guide the Board in all cases to which they are applicable and in which they are not inconsistent with any special rules of order the Board may have adopted.
- F. Board Meetings.
1. The Board 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 Board members.
  3. A copy of the minutes of each Board meeting shall be provided to the clerk of each participating Municipality.
- G. Disbursement of Board Funds. Disbursement of Board funds by check shall be signed by the securer and the President. The Treasurer shall be bonded.
- H. Audits. The Board shall have its financial records audited by an independent certified public accountant every five (5) 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 8, 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.
- I. Monthly Reporting. Monthly, by the first day of each month, or more often, at the option of the Board, or upon a written request by any one of the municipalities, the Board Treasurer shall prepare an itemized statement of all revenues and expenditures of the 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.
- J. Liaison. The Board shall keep themselves fully advised of all matters related to Protection Services afforded within and without the District as to the needs of the District and shall make such recommendations to Fire Department

and/or the Municipalities as it deems to be in the best interest of the District. The Board shall also act as a liaison between the Municipalities and the Fire Department and shall exercise the joint general supervisory powers of the Municipalities. Except as otherwise provided in this Agreement, responsibility for the management, operation, and control of the delivery of fire protection services in the District rests with the Fire Department.

- K. Property. The Board shall have the exclusive power to purchase, lease, sell, and dispose of for the District the real property, personal property, equipment and supplies on such terms and conditions as they shall determine, and ownership of same shall be held in the name of the District.
  
- L. Fire Department. The Board shall annually request of the Fire Department to submit to the District prior to its September meeting a proposed budget for the ensuing calendar year which shall reflect the estimated balance of funds on hand at the end of the current year and the proposed receipts and disbursements for the following year by budgeted categories. The Board shall meet and review the proposed budget with the Fire Department at a meeting prior to September 15 and shall make such modifications to the budget as they deem appropriate. On or before September 15 of each year, the Board shall present the budget for fire protection services as recommend by the boards of each of the Municipalities.

The boards of each Municipality shall either approve or disapprove of the budget submitted by the Board. Should any Municipal board disapprove the proposed budget, the board of each of the Municipalities shall jointly meet on or before November 30 of said year, and shall by majority arrive at the final budget for the ensuing calendar year. At said meeting, each Municipality shall have the same number of votes as they have as members on the Board.

8. Funding

- A. The costs of the operation, capital acquisitions and necessary equipment shall be provided by the Municipalities. The cost of vehicles used by the Fire Department 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 Fire Department shall be calculated between and paid by the Municipalities by using the improved equalized values for each municipality as a percentage of the equalized values for the entire district.

- B. 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.
- C. On or before September 1 of each calendar year, the clerk for each municipality shall provide the other municipal clerks with the information pertaining to improved equalized values.

9. 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 District (“Property”) shall be proportionate to the respective contribution made by such municipalities toward acquisition and operating costs as set forth in paragraph 8, above. If any items of Property are donated to, or acquired by the District by gift, they shall remain an asset of the District notwithstanding any other provision herein, including Section 17, and a withdrawing member will not receive a proportionate share of such asset unless the withdrawal is in conjunction with a final dissolution of the District.

To the extent that motor vehicles or equipment are purchased directly from contributions of residents of the District or from funds contributed by the New Glarus Fire Department rather than from contributions of the Municipalities, such motor vehicles or equipment shall belong to the District and not to the Municipalities and no Municipality may claim a share of such motor vehicles or equipment until its final dissolution of the District. In the event of a final dissolution of the District, property rights shall attach to such property in the proportion that each Municipalities’ equalized valuation is to a total equalized valuation of the entire Fire District.

10. Fire Department Building. The premises currently used by the Fire Department for firehouse purposes is titled in the name of the District. The right to possession of the premises by the District and the Fire Department shall continue notwithstanding the withdrawal of any Municipality from the District.
11. Revenues to the District. All revenues received by a participating Municipality from fire and rescue calls and from the 2% Fire Dues Program administered under the Division of Industry Services (IS) of the Wisconsin Department of Safety and Professional Services (DSPS), shall be delivered to the Board as soon as is reasonably practicable after receipt and shall be disbursed by the Board, as required, to defray the operational costs incurred in connection with the service provided under this agreement, and to provide a depreciation reserve fund for the purchase of replacement equipment and vehicles. Should such 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 8, above. All charges for fire calls shall be billed to the Municipalities to this agreement or to any Contract

Municipality receiving services. Each municipality 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 the Fire Department.

12. Municipal Borrowing. In the event that the Municipalities determine, following the request of the Board, that the District would benefit from borrowing funds for a significant capital project on behalf of the District, any of the 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.
13. 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 Board.
14. Mutual Aid Agreements: It is further agreed by the parties hereto that fire protection services may be furnished to residents of non-participating municipalities to the extent approved and permitted by the Board, including but not limited to the Mutual Aid Box Alarm System (MABAS). The Board shall review and approve mutual aid agreements pursuant to Section 66.03125 Wisconsin Stats., and establish the radius within which mutual aid will be provided.
15. Recognition of Existing National and State Fire Codes: The parties to this agreement hereby recognize the following national and state fire codes:
  - a. The International Fire Code as may be amended from time to time and to the extent -adopted by the Wisconsin Administrative Code;
  - b. National Fire Protection Association code as may be amended from time to time;
  - c. Chapters SPS 314, 330 and 361-366 of the Wisconsin Administrative Code as may be amended from time to time.

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 Village Attorney or Town Attorney.

16. Providing Services to Contract Municipalities. Fire services may be furnished to residents of contract municipalities to the extent permitted by the Board, 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.

17. Withdrawal from Agreement. In the event of withdrawal from this Agreement by any of the Municipalities, the remaining Municipalities shall purchase the interest of the withdrawing party or parties in any vehicles or equipment owned proportionately by the Municipalities at the then book value thereof (i.e. cost less depreciation). The depreciation on trucks and other similar long-lived equipment which were purchased new shall be computed on a straight-line basis of ten (10) years. The depreciation on all other equipment, including that which is not new when purchased by the District, shall be depreciated on the basis of a regular accepted life for such equipment.

The withdrawing party or parties shall receive no reimbursement from the remaining Municipalities nor shall they have further interest in any vehicle or equipment which is either fully depreciated or which has no cost basis to the Municipalities at the time of the withdrawal. The remaining Municipalities shall purchase the interest of the withdrawing party or parties in the real estate and firehouse titled in the name of the District. The value of the withdrawing party's interest shall be calculated by multiplying said party's proportionate interest in the total District times the appropriate percentage of the total original cost of the fire station. The appropriate percentage for the years 2021-2030 shall be 20%. For all years after 2030, unless additional real property is acquired, the appropriate percentage shall be 0%. The interest of the withdrawing party or parties shall be paid by the remaining Municipalities over a period of five (5) years in equal amounts. No interest shall accrue on any unpaid balances.

The withdrawing Municipality shall also receive a proportionate share of surplus funds of the District on hand as of the withdrawal date. This shall include a proportionate share of any funds set aside and/or earmarked for future expenditures. The withdrawing Municipality shall also be charged its proportionate share of all outstanding debt incurred for fire protection as of the date of its withdrawal.

18. Miscellaneous Provisions.
  - A. This Agreement shall be in force for an initial term of twenty (20) years following approval by the last Municipality ("Effective Date"). This Agreement shall renew for a successive twenty year term unless it is 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 the renewal.



- B. This Agreement shall become binding upon each party hereto and effective upon its being executed by the authorized officers of the Municipalities. Until then, the Parties will continue to operate under the existing agreement.
  
- C. The Municipalities participating in this Agreement recognize that this Agreement repeals all prior agreements between the parties concerning fire trucks or fire services. 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 Board. Additionally, the Board shall provide management and control of the jointly owned municipal real estate which is utilized in carrying out the functions of the District.
  
- D. The District Board may from time to time by a majority vote make, alter, amend or rescind any part of this Agreement, subject, however, to the approval of the Boards of each of the participating Municipalities.

**IN WITNESS WHEREOF**, the Village Board of the Village of New Glarus has authorized its Board President and Village Clerk to sign this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2021.

**VILLAGE OF NEW GLARUS**

\_\_\_\_\_ Roger  
 Truttmann, President Lynne Erb, Village Clerk

**IN WITNESS WHEREOF**, the Town Board of the Town of New Glarus has authorized its Board Chair and Town Clerk to sign this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2021.

**TOWN OF NEW GLARUS**

\_\_\_\_\_ Jesse Wahl, Town Clerk-Treasurer  
 Chris Narveson, Chairman

**IN WITNESS WHEREOF**, the Town Board of the Town of York has authorized its Board Chair and Town Clerk to sign this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**TOWN OF YORK**

\_\_\_\_\_  
Stephen Van Hout, Chairman

\_\_\_\_\_  
Jessica L. Schlumpf, Town Clerk

**IN WITNESS WHEREOF**, the Town Board of the Town of Perry has authorized its Board Chair and Town Clerk to sign this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**TOWN OF PERRY**

\_\_\_\_\_  
Roger Kittleson, Chairman

\_\_\_\_\_  
Mary Price, Town Clerk

**IN WITNESS WHEREOF**, the Town Board of the Town of Primrose has authorized its Board Chair and Town Clerk to sign this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**TOWN OF PRIMROSE**

\_\_\_\_\_  
Dale Judd, Chairman

\_\_\_\_\_  
Ruth Hansen, Town Clerk

Drafted by:  
Attorney William E. Morgan Murphy  
Desmond S.C.  
State Bar No. 1036014 33 E. Main  
Street, Suite 500 Madison, WI 53703

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