

June 10, 2021

Petition for Membership

From: Town of Milton, Rock County, WI
To: Edgerton Fire Protection District Board

Re: Edgerton Fire Protection District, Fire Protection Agreement, created July 28, 1992, and as amended on July 28, 1992 and October 3, 1996.

WHEREAS, the Town of Milton hereby requests the Edgerton Fire Protection District Board (the "Board") to vote in favor of permitting the Town of Milton (the "Town") membership within the Edgerton Fire Protection District (the "District"), with the same member benefits as existing municipal members. Current municipal members include the City of Edgerton and the Towns of Fulton, Porter, Albion, and Sumner. The Town of Milton requests similar voting authority as the other township members on the Board.

WHEREAS, the Town seeks a vote in favor of its membership to allow the Town to begin planning and preparing for District membership whereas the District would provide fire and EMS paramedic service to the identified sections of the Town.

NOW THEREFORE, the Town presents the following as list of conditions precedent to Town membership in the District and restatements of the Town's current understandings and assumptions related to membership in the District:

1. The current District operating agreement and amendments (collectively "District Operating Agreement") shall be revised to include the Town as a new municipal member and the Town hereby agrees to all the terms set forth in the District Operating Agreements. It is anticipated that an additional amendment to the District Operating Agreement will be required to incorporate the Town into the District.
 - a. The Town acknowledges, understands, and agrees to the following portions of the District Operating Agreement:
 - i. Section XI. A., states in pertinent part regarding detachment, "Any proposed detachment (from the District) shall not alleviate the portion detached from their responsibilities as regards any pre-existing long term indebtedness of the Fire District.
 - ii. Section XI. C., sentence two, shall be amended to read, "Said withdrawal by a party to the Agreement shall not entitle the withdrawing party its pro rata share of capital assets, excluding real property, of the District that said municipality shared in funding the associated

debt service, less depreciation incurred, while the municipality was a member of the District, unless mutually agreed to by the District and the withdrawing party. Any reimbursement or disbursement associated with real property not required for continued service delivery to the remaining members of the district shall be subject to mutual agreement at the time of withdrawal.

2. The Town understands the current annual cost share of each participating municipality as set forth in the District Operating Agreement. The percentage of the total Operating and Capital levies of costs and debt service associated with the Town and any other new municipalities (hereinafter the "New Municipalities") to the District shall be based on the equalized value of the total real properties of those parts of the New Municipalities within the District service area divided by the total equalized value of all real properties within the areas of the New Municipalities protected by the District.
 - a. Section VII. A. of the District Operating Agreement shall be used as a guide, however, the actual financial management of operating and capital tax levies of the current District municipalities and the New Municipalities shall be managed independently for a period of years until it is agreed by the Board to integrate the operating and capital budgets as one.
 - b. The District is a fee-for-service District, meaning that it bills responsible parties (citizens, property owners, businesses, visitors, etc.) for fire and emergency medical services provided based on a rate schedule approved by the Board and as periodically amended; and that while any municipality is in no way liable to pay for unpaid charges that originate in their municipality, the municipality is willing to work with the District's billing services company, including potentially placing unpaid obligations on a property owner's annual tax bill.
 - c. The Town agrees to annually pass a resolution approving the use of the CPI + 2% exemption by those District municipalities that choose to utilize such. Passing this resolutions does not obligate the Town to use the CPI + 2% exemption.
3. The Town of Milton will acquire firefighting and emergency medical related assets to the District upon the termination of an Intergovernmental Agreement between the Town and City of Milton related to the Milton Fire Department. The Town shall contribute and convey all such assets to the District for use by the District. The amount and specifics of these assets is not yet determined.

4. The Town shall contribute and convey, without charge, a new fire station to the District upon completion of construction. The District will not incur any initial capital expenditure related to this station. The new station shall be located on East High Street in the Town of Milton and built to standards reasonably comparable to the preliminary concept designs presently available for review. Based on the transition timeline as set forth below, the Town and District may incur transition costs for which the Town proposes to be responsible for, in conjunction the other New Municipalities as determined by a separate agreement, for such transition costs from any date prior to the completed construction date of the new fire station.
 - a. Upon the new station being functional and operational, the costs of running said station shall be paid for by the District consistent with the terms of the District Operating Agreements and future amendments.
5. At present, the Town assumes the capital cost of the new station will be cost shared between the Town, the Town of Harmony, the Town of Johnstown, and the Town of Lima and that these Towns shall be also granted membership into the District under similar terms as set forth herein.
 - a. The lack of sufficient cost sharing among the Towns set forth in paragraph 5, or the refusal of the District to allow any such municipality into the District, shall relieve the Town and the District from approving the Town's petition for membership.
 - b. All costs incurred by the Town, regardless of the outcome of this Petition, are the sole and exclusive responsibility of the Town.
 - c. All legal and other mutually agreed upon expenses incurred by the District shall be reimbursed by the New Municipalities, regardless of outcome, within 60 days of receiving an invoice for the same, with the costs being allocated to each of the New Municipalities by their percentage of the combined equalized value of all New Municipalities.
6. The Town is aware of the District's desire to build a new fire station in Newville. The Town also understands the likely cost share responsibility the Town may incur, both in capital investment and future operating expenses, related to a potential new fire station in Newville.
7. Consistent with the terms of the District Operating Agreement, and any future amendments to include the New Municipalities, the Town shall have one commissioner, and a named alternate, on the Board.
8. If the Town is granted membership into the District, the Town shall not be required to make any capital expenditures/investments related to now existing District facilities (the Edgerton Fire Station), prior to the year 2033. This shall have no

impact on any related operating expenses or future capital expenditures not related to now existing District facilities.

9. The Town anticipates the District will continue with its current organizational structure, specifically, that the District will have a single fire chief. The Town anticipates all stations within the District shall be appropriately staffed to adequately secure the needs of the District as determined by the fire chief.
10. The Town acknowledges the Board's authority to modify the District Operating Agreement, and that any such future amendments shall apply to all members, including the Town. Future amendments to the District Operating Agreement will need to be accepted by a resolution passed by the Town Board.
11. The District shall provide fire protection and EMS paramedic service coverage for all sections of the Town.
12. The Town shall not have voting privileges on the Board prior to an amendment to the District Operating Agreement being approved by the Board and all Town Boards of the New Municipalities and not prior to the date that the Town is contributing financially to the District.
13. The Town and Board shall work together to establish a transition timeline that adequately assures the Town that they will have no lapse in fire protection or EMS paramedic service coverage while switching coverages from the Milton Fire Department to the District. The Town shall be responsible for the costs of any such transition service that occurs prior to December 31, 2022, including, but not limited to, the cost of staffing, supplies, maintenance, utilities, temporary facilities, etc.
14. At present, the Town takes no position on the future naming of the District and will have no such input in the naming of the District until a representative of the Town has voting privileges on the Board.
15. The Town requests the Board decide the fate of this petition within 30 days of receiving the same, to allow the Town to continue planning and preparing for a change to the fire protection and EMS paramedic services provided to Town residents.

This Petition was approved for presentation to the District by a more than 2/3 vote of the Town Board of the Town of Milton on this ____ day of July, 2021.

TOWN OF MILTON

By: _____

Bryan Meyer, Town Chair

TOWN OF MILTON

By: _____

Marcy Granger, Town Clerk