

PETITION FOR MEMBERSHIP

From: City of Milton, Town of Milton, Town of Harmony, Town of Johnstown and Town of Lima

To: Edgerton Fire Protection District Commission

Re: Edgerton Fire Protection District, Fire Protection Agreement, created May 7, 1992,
and as amended on July 28, 1992, and October 3, 1996.

WHEREAS, the City of Milton, Town of Milton, Town of Harmony, Town of Johnstown and Town of Lima hereby request the Edgerton Fire Protection District Commission (the "Board") to vote in favor of permitting the City of Milton, Town of Milton, Town of Harmony, Town of Johnstown and Town of Lima (the "New Municipalities") 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 New Municipalities request similar voting authority as the other township members on the Board.

WHEREAS, the New Municipalities seek a vote in favor of their membership to allow the New Municipalities to begin planning and preparing for District membership whereas the District would provide fire and EMS paramedic service to the identified sections of the New Municipalities.

NOW THEREFORE, the New Municipalities present the following as a list of conditions precedent to the New Municipalities' membership in the District and restatements of the New Municipalities' current understandings and assumptions related to membership in the District:

1. The current District Fire Protection Agreement and amendments (collectively "District Operating Agreement") shall be revised to include the New Municipalities as new municipal members and the New Municipalities hereby agree to all the terms set forth in the District Operating Agreement. It is anticipated that an additional amendment to the District Operating Agreement will be required to incorporate the New Municipalities into the District.
 - a. The New Municipalities acknowledge, understand, and agree 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 New Municipalities understand 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 each of the New Municipalities to the District shall be based on the equalized value of the total real properties of those parts of each New Municipality within the District service area divided by the total equalized value of all real properties within the areas of each New Municipality 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 New Municipalities agree to annually pass a resolution approving the use of the CPI + 2% exemption by those District municipalities that choose to utilize such. Passing this resolution does not obligate the New Municipalities to use the CPI + 2% exemption.
3. The City of Milton and Town of Milton will acquire firefighting and emergency medical related assets upon the termination of an Intergovernmental Agreement

between the Town of Milton and City of Milton related to the Milton Fire Department. The Town of Milton and City of Milton shall contribute and convey all such assets to the District for use by the District.

4. The New Municipalities shall contribute and convey, without charge, a new Milton East fire station to the District upon completion of construction. The District will not incur any initial capital expenditure related to this station. The Milton East station shall be located on East High Street in the Town of Milton and be built to standards as approved by the District. The engineering services of Five Bugles Design ("Five Bugles") have been retained to assist in the planning, design, engineering, contracting, and facility construction of the Milton East station. Based on the transition timeline as set forth below, the New Municipalities and District may incur transition costs for which the New Municipalities proposes to be responsible for 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 Milton East fire 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 Agreement and future amendments.
5. The New Municipalities shall contribute and convey, without a charge, a new Milton West fire station to the district upon completion of construction. The district will not incur any initial capital expenditure relating to the station. The Milton West station shall be located in the area of S. John Paul Road and High Street in the City of Milton, or if the City is unable to obtain land in this area, upon the site of the current Milton Fire Department Station and be built to standards as approved by the District. The engineering services of Five Bugles have been retained to assist in the planning, design, engineering, contracting, and facility construction of the Milton West station. The New Municipalities and District may incur transition costs for which the New Municipalities propose to be responsible for, as determined by separate agreement between the New Municipalities, for such transition costs from any date prior to the completed construction of the new Milton West fire station.
 - a. Upon the new Milton West fire 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 Agreement and future amendments.
6. At present, the New Municipalities assume the capital cost of the new stations will be cost shared between each of the New Municipalities and that each of the New Municipalities shall be granted membership in the District.

- a. The lack of sufficient cost sharing among the New Municipalities or the refusal of the District to allow any such municipality into the District shall relieve the New Municipalities and the District from approving the New Municipalities' Petition for Membership.
 - b. All costs incurred by the New Municipalities, regardless of the outcome of this Petition, are the sole and exclusive responsibility of the New Municipalities.
 - 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.
7. The New Municipalities are aware the District may at some time in the future consider building a station to improve service in the Newville, Mallwood, Highwood, and surrounding areas in Albion, Fulton, Harmony, Koshkonong, Lima, Milton, and Sumner Townships. The New Municipalities also understand the likely cost share responsibility the New Municipalities may incur, both in capital investment and future operating expenses, related to a potential new fire station in the Newville area.
8. Consistent with the terms of the District Operating Agreement, and any future amendments to include the New Municipalities, each of the New Municipalities shall have one commissioner and one named alternate on the Board.
9. If the New Municipalities are granted membership into the District, the New Municipalities 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.
10. The New Municipalities anticipate the District will continue with its current organizational structure, specifically, that the District will have a single fire chief. The New Municipalities anticipate all stations within the District shall be appropriately staffed to adequately secure the needs of the District as determined by the fire chief.
11. The New Municipalities acknowledge the Board's authority to modify the District Operating Agreement, and that any such future amendments shall apply to all members, including the New Municipalities. Future amendments to the District Operating Agreement will need to be accepted by a resolution passed by the Board and a separate resolution passed by two-thirds of the governing bodies of all members of the District.

12. The District shall provide fire protection and EMS paramedic service coverage for the following sections of each new municipality:
 - a. Town of Harmony: All of sections 1, 2, 3, 19, 11, 12, 13, 14, and 15, and portions of Sections 4, 5, 7, 8, 9, 16, 22, 23, as shown on the attached map.
 - b. Town of Johnstown: All sections
 - c. Town of Lima: Sections 5, 6, 7, 8, 17, 18, 19, 20, 21, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36.
 - d. Town of Milton: All sections
 - e. City of Milton: All sections

If the Town of Harmony or the Town of Lima desire to add additional sections in the future, such additions shall follow the requirements of the District Operating Agreement as it exists at that time.


13. The New Municipalities shall not have voting privileges on the Board prior to an amendment to the District Operating Agreement being approved as described in paragraph 11, and not prior to the date that the New Municipalities are contributing financially to the District.
14. The New Municipalities and Board shall work together to establish a transition timeline that adequately assures the New Municipalities 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 New Municipalities shall be responsible for the costs of any such transition service including, but not limited to, the cost of staffing, supplies, maintenance, utilities, temporary facilities, etc. The current Milton Fire Department Station shall be made available for use by the District until both Milton East and Milton West are constructed and operational, or until otherwise determined by the District. The Milton Fire Department Station shall be available to the District at no cost to the District.
15. The New Municipalities agree to be responsible for all liabilities and claims, whether known or unknown, of the current Milton Fire Department that occur prior their becoming members of the District. Further, the New Municipalities agree to hold the District harmless and indemnify the District as it relates to said potential liabilities and claims. The New Municipalities shall not be responsible for claims related to events and occurrences that take place prior to the New Municipalities becoming members of the District. The New Municipalities request the District hold them harmless and indemnify each New Municipality as it relates to such claims, events, and occurrences.

16. At present, the New Municipalities take 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 each new municipality has voting privileges on the Board.

This Petition was approved for presentation to the District by a more than two-thirds vote of the governing body of each New Municipality on the dates set forth below.

Dated this 15th day of December 2021.

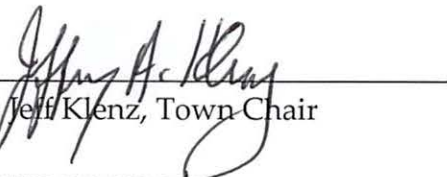
TOWN OF MILTON

By: 
Bryan Meyer, Town Chair

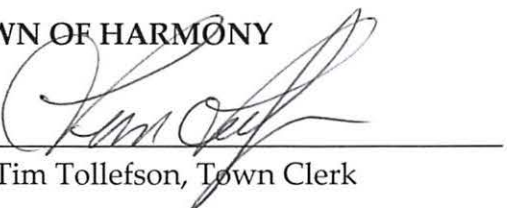
TOWN OF MILTON

By: 
Laura Sicloven, Town Clerk

TOWN OF HARMONY

By: 
Jeff Klenz, Town Chair


TOWN OF HARMONY

By: 
Tim Tollefson, Town Clerk


TOWN OF LIMA

By: 
Dave Kyle, Town Chair

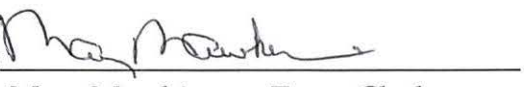
TOWN OF LIMA

By: 
Pam Hookstead, Town Clerk

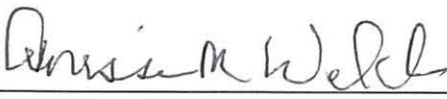
TOWN OF JOHNSTOWN

By: 
Rob Mawhinney, Town Chair


TOWN OF JOHNSTOWN

By: 
Mary Mawhinney, Town Clerk

CITY OF MILTON

By: 
Anissa Welch, Mayor

CITY OF MILTON

By: 
Jenny Salvo, City Clerk