

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF HARMONY, TOWN OF JOHNSTOWN,
TOWN OF LIMA, TOWN OF MILTON AND CITY OF MILTON**

THIS AGREEMENT is made by and between the Town of Harmony, Rock County, Wisconsin, a town created and existing under Chapter 60 of the Wisconsin Statutes, identified in this AGREEMENT as "Harmony" and the Town of Johnstown, Rock County, Wisconsin, a town created and existing under Chapter 60 of the Wisconsin Statutes, identified in this AGREEMENT as "Johnstown" and the Town of Lima, Rock County, Wisconsin, a town created and existing under Chapter 60 of the Wisconsin Statutes, identified in this AGREEMENT as "Lima" and the Town of Milton, Rock County, Wisconsin, a town created and existing under Chapter 60 of the Wisconsin Statutes, identified in this AGREEMENT as "Milton" and the City of Milton, a City created and existing under Chapter 62 of the Wisconsin Statutes, identified in this AGREEMENT as "City". The aforementioned Towns and City may be referred to as "the Parties" in this AGREEMENT.

RECITALS

A. The Town of Milton and the City of Milton have, for many years, jointly operated a fire department known as the Milton and Milton Township Fire Department (the "Milton Fire Department").

B. Harmony, Lima, and Johnstown have contracted with the Milton Fire Department for fire protection services for various portions of their townships.

C. The Parties are jointly pursuing approval of a Petition for Membership to join the Edgerton Fire Protection District (the "District"). In connection with this Petition, the Parties wish to enter into this AGREEMENT to set forth and clarify their respective financial obligations between the Parties in preparation for acceptance of their Petition and to commit to long-term funding of the cost of constructing new fire stations in Milton and in City and to sharing in the on-going operational costs of fire and EMS protection services provided to the Parties.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and obligations contained herein, the Parties agree as follows:

1. **AUTHORIZATION.** This AGREEMENT incorporates and makes a part of this AGREEMENT the above recitals and is entered into pursuant to authorization granted under Sections 66.0301 of the Wisconsin Statutes as it exists on the date of execution.

2. MEMBERSHIP IN THE EDGERTON FIRE PROTECTION DISTRICT. This AGREEMENT relies on the assumption the Parties will jointly be granted membership in the District.
 - a. Should any of the Parties that execute this AGREEMENT not receive membership in the District due to their decision to no longer request said membership, such Party shall remain liable and obligated for all pre-existing long-term indebtedness incurred by the Parties in furtherance of this AGREEMENT through said date. It is the intent of this AGREEMENT that any Party that removes itself from this AGREEMENT shall not create any additional financial burden upon the other Parties to this AGREEMENT.
 - b. Withdrawal by a Party shall not entitle it to a pro rata share of capital assets, excluding real property, of the District that the Party shared in funding the associated debt service, less depreciation incurred, while the Party was a member of the District, or a Party to this AGREEMENT, unless mutually agreed to by the Parties. Any reimbursement or disbursement associated with real property not required for continued service delivery to the remaining Parties, shall be subject to mutual agreement at the time of withdrawal.
3. COST-SHARING. The Parties agree to share all costs related to the following:
 - a. CONSTRUCTION OF A NEW MILTON EAST FIRE STATION. Milton has acquired real estate located on East High Street, Milton, with the intent of using a portion of the real estate for the construction of a new fire station (the "New East Station"). Milton has retained the engineering services of Five Bugles Design ("Five Bugles") to assist in the planning, design, engineering, contracting, and facility construction of the New East Station. Five Bugles has provided Milton with a preliminary design which would serve as a satellite facility for the District. The Parties agree to share in all costs related to the New East Station, including, but potentially not limited to, the costs associated with property acquisition (if the property is actually used for the New East Station), design, engineering, contracting, and facility construction. Harmony, Johnstown, Lima, and City shall reimburse Milton for their respective shares of the aforementioned costs based on their equalized values as set forth in Section 4, no later than two budget years after the New East Station becomes operational.

- b. **CONSTRUCTION OF A NEW MILTON WEST FIRE STATION.** City shall acquire real estate located in the area of South John Paul Road and High Street in the City with the intent of using the real estate for the construction of a new fire station ("New West Station"). If real estate in this area cannot be obtained by the City, the City agrees to allow construction of a new fire station at, or near, the current location of the Milton Fire Department Station on City owned land. The City has retained the engineering services of Five Bugles to assist in the planning, design, engineering, contracting and facility construction of the New West Station. The Parties agree to share all costs related to the New West Station, including, but eventually not limited to, the costs associated with property acquisition, design, engineering, contracting and facility construction based upon their equalized values as set forth in Section 4. Harmony, Johnstown, Lima and Milton Township shall reimburse City for their respective shares of the cost of the property acquisition.
- c. **EQUIPMENT AND VEHICLES.** The Parties agree to share in all costs related to funding all necessary equipment and vehicles for the new stations, including but potentially not limited to, all equipment, supplies, turnout gear, housing related needs, vehicles as may be required including but not limited to, engines, tenders, pumpers, quint, ladder truck, ambulances, boats, brush trucks, command vehicles, ATV, UTV, etc., and related onboard supplies. Firefighting and emergency medical related assets and equipment may be transferred to the new stations at the discretion of the District. The Towns of Harmony, Lima, and Johnstown shall reimburse Milton and City for their respective shares of the value of these assets brought into and used by the District based on their equalized value as set forth in Section 4, no later than two budget years after the New East Station becomes operational.
- d. **OPERATIONAL COSTS ATTRIBUTABLE TO THE PARTIES RELATED TO THE DISTRICT.** The District's Operating Agreement shall be used as a guide for determining the operational costs related to the areas within the Towns and City served by the District. The actual financial management of operating and capital tax levies of the Parties shall be managed by the District independently for a period of years until it is agreed by the Board of Directors for the District to integrate the operating and capital budgets of the Parties and the current municipalities served by the District.
- e. **COSTS OF INTERIM SERVICES.** The Parties anticipate joining and receiving services from the District effective January 1, 2023. However, it is likely the New East Station will not be fully constructed and operational at this time. The

District will use the current fire station located in the City as a temporary location from which it will be able to provide fire protection services to the Parties as each new station becomes operational, the District will transfer its operations to each new station as it deems appropriate. The Parties agree to share in all costs incurred by the District in providing services to the Parties during this interim period.

- f. DISTRICT RELATED EXPENSES. The Parties agree to share in the reimbursement to the District of all of its legal and other mutually agreed upon expenses incurred by the District within 60 days of receiving an invoice for the same with costs being allocated based on equalized value as set forth in Paragraph 4 below.
4. CALCULATION OF PERCENTAGE SHARE. The various cost shares of each of the Parties shall be based on the equalized value of the total real properties of those parts of each Party within the District service area divided by the total equalized value of all real properties within the areas of the Parties served by the District. This amount shall be calculated annually based on the best information available as it relates to each of the Party's respective equalized values. The percentage share calculations based on 2021 valuations is attached hereto as **Exhibit 1**. The parties agree that periodically the calculation of percentage share shall be reviewed to determine whether it is appropriate to be amended by agreement of the Parties.
5. CAPITAL FUNDING. Along with the submitting the Petition to the District, the Parties will request the District obtain the funding to construct, furnish, and make operational the New East and New West Stations based upon acceptable proposals from Five Bugles. The Parties will then reimburse the District in the amount necessary to make the annual payments on any loan the District obtains for the capital funding of the New Stations. The Parties anticipate, upon receiving membership to the District and approval of the District obtaining funding, that a subsequent intergovernmental agreement will be entered into between the Parties and the District that sets forth the specific repayment terms. If the District is unable to obtain funding with a fixed rate interest rate of less than 4.5% for a period of not less than 20 years, a Party may withdraw from this AGREEMENT subject to the provisions of Section 2.
6. AMENDMENTS AND TERMINATION OF AGREEMENT. The Parties may, from time to time, amend any provision of this AGREEMENT provided that each governing body passes a resolution with the exact language of the proposed amendment. Amendments shall not become effective until unanimous approval by

all Parties. This Agreement shall terminate upon (1) the Parties becoming District members through execution of a new District Agreement and (2) the New Stations becoming operational and the District providing fire and EMS protection services to the Parties, or the execution of a subsequent agreement explicitly referencing and terminating this AGREEMENT.


7. **INTERPRETATION.** This AGREEMENT must be interpreted and construed reasonably and neither for or against any of the Parties, regardless of the degree to which any of the Parties participated in its drafting. The Parties intend that the authority granted to them by Wis. Stat. § 66.0301 be interpreted liberally in favor of cooperative action between the Parties and other municipalities that the Parties may contract with.
8. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other provision of this AGREEMENT.
9. **MISCELLANEOUS.** This AGREEMENT contains the entire contract between the Parties with respect to their rights and obligations under this AGREEMENT. This AGREEMENT completely and fully supersedes all prior understandings and discussions between the Parties. This Agreement shall be binding upon the Parties and shall be construed and enforced in accordance with the laws of the State of Wisconsin.

SIGNATURES TO FOLLOW

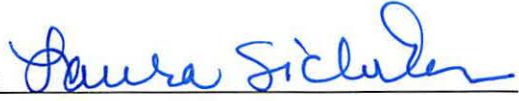
SIGNATURE PAGE FOR INTERGOVERNMENTAL AGREEMENT

Dated this 15th day of December 2021.

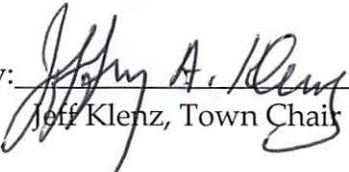
TOWN OF MILTON

By: 
Bryan Meyer, Town Chair

TOWN OF MILTON

By: 
Laura Sicloven, Town Clerk

TOWN OF HARMONY

By: 
Jeff Klenz, Town Chair

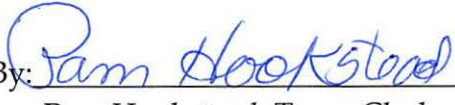
TOWN OF HARMONY

By: 
Tim Tollefson, Town Clerk

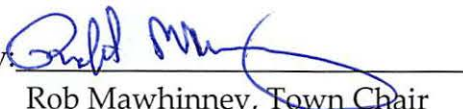
TOWN OF LIMA

By: 
Dave Kyle, Town Chair

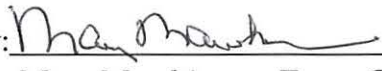
TOWN OF LIMA

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

EXHIBIT 1
PERCENTAGE OF COST SHARING

Town of Harmony
Municipal Valuation for area served by District - _____

Town of Johnstown
Municipal Valuation for area served by District - _____

Town of Lima
Municipal Valuation for area served by District - _____

Town of Milton
Municipal Valuation for area served by District - _____

City of Milton
Municipal Valuation for area served by District - _____

Total Valuation for the District - _____

Town of Harmony percentage = _____

Town of Johnstown percentage = _____

Town of Lima percentage = _____

Town of Milton percentage = _____

City of Milton percentage = _____