

**TOWN OF LIBERTY GROVE
ORDINANCE 3-08**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL
AGREEMENT WITH THE VILLAGE OF SISTER BAY
ESTABLISHING THE SISTER BAY & LIBERTY GROVE FIRE
BOARD AND FIRE DEPARTMENT**

The Town Board of the Town of Liberty Grove, Door County, Wisconsin does hereby ordain as follows:

Section 1.

A. Repeal of existing ordinances. Ordinance 4-94, "An ordinance affirming the organization and structure of the Sister Bay & Liberty Grove Fire Department", and Ordinance 10-03, "Amending ordinance 4-94", are hereby repealed.

B. Approval of Intergovernmental Agreement.

1. Pursuant to Sec. 66.0301, Wis. Stats., the Liberty Grove Town Board hereby approves the Intergovernmental Agreement as fully set forth following.

**Intergovernmental Agreement Establishing
The Sister Bay & Liberty Grove Fire Board
And Fire Department**

The Village of Sister Bay, Wisconsin (“Village”) and the Town of Liberty Grove, Wisconsin (“Town”) pursuant of Section 66.0301 of the Wisconsin Statutes, hereby agree as follows:

Section 1. History/Purpose.

- (1) In the 1930’s the Village and the Town agreed to jointly purchase equipment for use in fighting fires in the Village and Town on a basis of 50/50 shared cost. The
- (2) The purpose of this Agreement is to establish a Fire Board and Fire Department for the continued joint provision of emergency services and fire protection services by the Village and Town to the persons and properties within their municipal boundaries, pursuant to the authority granted them by Section 66.0301 of the Wisconsin Statutes.

Section 2. Definitions.

- (1) “Fire Board” means the Sister Bay and Liberty Grove Fire Board.
- (2) “Fire Department” means the Sister Bay and Liberty Grove Fire Department.
- (3) “Members” means the Fire Chief and all members of the Fire Department.
- (4) “Town” means the Town of Liberty Grove located in Door County, Wisconsin.
- (5) “Village” means the Village of Sister Bay located in Door County, Wisconsin.
- (6) “Town Board” means the Town Board of the Town of Liberty Grove.
- (7) “Village Board” means the Village Board of the Village of Sister Bay.

Section 3. Official Names.

The official name of the Fire Board shall be the “Sister Bay and Liberty Grove Fire Board.” The official name of the Fire Department shall be the “Sister Bay and Liberty Grove Fire Department.

Section 4. Municipal Entity.

The Village and the Town hereby jointly establish the Sister Bay and Liberty Grove Fire Board and the Sister Bay and Liberty Grove Fire Department, as municipal entities being agencies of the Village and the Town jointly. By this Agreement and any Resolutions or Ordinances approving or adopting this Agreement, the governing bodies of the Village and the Town hereby delegate to the Fire Board their authority over operation of the Fire Department to the extent expressly stated herein.

Section 5. Boundaries / Service Area.

- (1) The boundaries of the are served by the Fire Department shall be the entire incorporated area of the Village, and the entire unincorporated area of the Town.
- (2) The Fire Department may enter into agreements with other municipalities in Door County for mutual fire aid, subject to approval of the Fire Board. Any such agreement previously entered into by the entity previously referred to as the Sister Bay and Liberty Grove Fire Commission is hereby ratified and approved by the Village and the Town, and shall be affirmed by the Fire Board.

Section 6. Fire Board.

- (1) The Fire Board shall be the governing body of the Fire Department, and shall have the powers and authority set forth in this Agreement.
- (2) The Fire Board shall elect its Chairman at the first Fire Board meeting following the spring general elections in both the Village and the Town.
 - (a) The term of the Chairman shall be one year.
 - (b) The Chairman shall preside at all meetings, prepare agenda, appoint all committees, authorize all calls for any special meetings and generally perform duties of the presiding officer.

(3) Members.

- (a) The Fire Board shall consist of two (2) members from the Village board and three (3) members from the Town Board. All Fire Board members shall be elected officials of the Village and the Town.
- (b) The Fire Board members shall be selected by their respective presiding officer of the Village Board and Town Board, subject to approval by a majority vote of their members.
- (c) The terms of the Fire Board members shall be as determined by the Village Board and Town Board.
- (d) No compensation shall be paid to the Fire Board members by the Fire Board for serving on the Fire Board.

(4) Clerk / Treasurer.

- (a) The Fire Board shall hire a Clerk / Treasurer, who shall not be a member of the Fire Board.
- (b) The term and compensation of the Clerk / Treasurer shall be determined by the Fire Board.
- (c) The Clerk / Treasurer shall attend all meetings of the Fire Board and prepare minutes of each meeting.
- (d) The duties of the Clerk / Treasurer shall be as stated in the Rules of Operation to be adopted by the Fire Board consistent with this Agreement.

(5) Authority of the Fire Board.

The Fire Board shall adopt the Rules of Operation set forth in Exhibit A attached hereto with the caveat that any inconsistent provisions shall be subject to this Agreement and all references to "Commission" shall refer to "Fire Board," and is hereby authorized to do the following:

- (a) Establish policies, rules and regulations for the operation of the Fire Department.
- (b) Have overall authority over the Fire Chief and all members of the Fire Department.
- (c) The appointment of the Fire Chief as voted on by the members of the Fire Department is subject to approval of the Fire Board.
- (d) Hire a Clerk (or Clerks) for both the Fire Board and the Fire Department.
- (e) Develop an annual operating budget for the Fire Department and submit such budget to the Village Board and the Town Board for approval.

- (f) Approve all expenditures of the Fire Department made within the operating budget.
 - (g) Have an annual audit made of the financial records of the Fire Department and furnish a copy of the audit to the Village Board and Town Board.
 - (h) Insure the Fire Department operates in accordance with all laws, rules, regulations, and policies concerning fire departments, fire inspections, and first responders.
 - (i) Perform such other duties as are necessary to maintain the operation of the Fire Department in accordance with requirements of law and perform such other duties as are required by the joint agreement of the Village and the Town.
 - (j) Shall review an annual capital equipment plan that outlines the expected capital expenses for vehicles and equipment as well as the replacement of existing vehicles and equipment. This report shall be submitted to the Village and Town when the annual budget requests are submitted.
 - (k) Shall be considered the employer of record for the members of the Fire Department.
- (6) Meetings.
- (a) The Fire Board shall meet at least quarterly. Each meeting shall be noticed in and held in accordance with the requirements of subchapter V of Chapter 19, Wisconsin Statutes, commonly known as the “Wisconsin Open Meetings Law.” Copies of the minutes of those meetings shall be provided to the Village Board and Town Board.
 - (b) The Rules of Operation as adopted shall govern the proceeding of the Fire Board, except as may be contrary to Wisconsin Statutes; in such event, the State Statutes shall prevail. Roberts Rules of Order shall apply in those areas these rules do not cover.

Section 7. Fire Chief.

- (1) The Fire Chief shall be a member of the Fire Department elected by majority vote of the members of the Fire Department for a term of two (2) years. The member elected shall be subject to approval by the Fire Board. If approval is denied by the Fire Board, the members shall elect another member as Fire Chief, who will be subject to approval by the Fire Board.
- (2) The Fire Chief shall be paid compensation as determined by the Fire Board.
- (3) Duties and Authority of the Fire Chief:
 - (a) Responsible for implementing the policies established by the Fire Board.
 - (b) Responsible for promulgating rules and regulations for the operation of the Fire Department.
 - (c) Prepare and present an annual budget.
 - (d) Prepare and present an annual capital equipment purchase plan.
 - (e) Responsible for manning and training of the Fire Department, supervision of the Firefighters and First Responders and to oversee the day-to-day operations of the Fire Department.
 - (f) Shall attend all meetings of the Fire Board in an advisory role.
 - (g) Perform such duties and responsibilities as required of Fire Chiefs by law.

- (h) Appoint two (2) assistant Chiefs, one in charge of the south fire station in the Village and one in charge of the north fire station in the Town.
 - (i) The Assistant Chiefs shall each be responsible for the supervision of the Firefighters in their respective stations, and for the maintenance and repair of the Fire Department equipment assigned to their stations.
 - (ii) The Assistant Chiefs shall follow the orders of the Chief and the policies, rules and regulations of the Fire Department
 - (iii) In the absence of the Chief, the senior Assistant Chief shall assume command, and in the absence of the senior Assistant Chief, the junior Assistant chief shall assume command.
 - (iv) The Assistant Chiefs shall receive such compensation as is determined by the Fire Board.
 - (i) Appoint a First Responder Crew Chief who shall be responsible for the supervision of the First Responders, and for the maintenance and repair of the First Responder equipment assigned to their stations.
 - (a) The Crew Chief shall receive compensation as is determined by the Fire Board.
 - (j) Appoint Captains and Lieutenants, whose duties shall be set forth in the Fire Department Rules of Operation.
 - (k) Appoint a Fire Inspector(s) who shall make all necessary fire prevention inspections in the Village and Town in accordance with law and keep such records of inspections and make such reports to governmental agencies as required by law.
 - (l) Insure that the Fire Department provides public educational services as required by State Statutes
 - (m) Oversee the applications and eligibility for prospective members of the Fire Department and approve their membership and their promotions.
 - (n) Keep the Fire Board promptly informed of all new members and of all promotions, and shall keep the Fire Board informed as to additional personnel, insurance and workers compensation matters concerning the members.
 - (o) Keep the Fire Board informed as to all new laws, rules and regulations applicable to the Fire Department.
 - (p) Perform such other duties as required by the Fire Board.
- (4) The Fire Chief shall not be removed from office during the Chief's term except for cause and after an opportunity to be heard before the Fire Board on specific charges.

Section 8. Members

- (1) New members shall make known their intention to join the Fire Department by contacting the Fire Chief or another member of the Fire Department. A written application shall then be filed with the Fire Chief.
 - (a) Prospective members shall be at least eighteen (18) years of age and hold a valid Wisconsin driver's license.
 - (b) Prospective members shall be subject to such other qualifications as provided by the Fire Department's Rules of Operation.

- (2) Members shall be paid such compensation as determined by the Fire Board.
 - (a) Such compensation shall be subject to all state and federal withholding required by law.
- (3) All members, shall be considered employees “at will” and terminable by the Fire Chief after review by the Fire Board.
- (4) All members shall complete all training requirements of the Fire Department and the State of Wisconsin.
- (5) All members shall comply with the Rules of Operation and all other policies made by the Fire Board and all lawful directives of the Fire Chief.

Section 9. Equipment.

- (1) The Fire Department south station located at 2258 Mill Road, Sister Bay, Wisconsin shall be provided by and located in the Village and shall remain the sole property of the Village which shall be solely responsible for all maintenance and repairs.
- (2) The Fire Department north station located at 1487 Highway 43, Ellison Bay, Wisconsin shall be provided by and located in the Town and shall remain the sole property of the Town which shall be solely responsible for all maintenance and repairs.
- (3) All equipment and other personal property of the Fire Department shall be owned by the Fire Board and maintained by the Fire Department. Within 60 days from the date of the adoption of this ordinance the Fire Board shall prepare and submit to the Village and the Town an inventory of vehicles, equipment and personal property with a value of \$5,000 or greater. Thereafter the Fire Board shall prepare a list of additions and deletions to the list of vehicles, equipment and personal property and shall submit that to the Village and Town along with the annual audit.
- (4) All new equipment purchases not authorized in the annual operating budget shall be approved by the Fire Board.
 - (a) Purchases exceeding the annual operating budget shall be approved by the Village and Town Board prior to purchase.
 - (b) The Fire Chief may purchase or authorize purchases of necessary items for the day-to-day operations of the Fire Department within the operating budget approved by the Village Board and Town Board.
- (5) The Fire Board shall keep insurance on all vehicles, equipment and other personal property of the Fire Department. In addition the Village, Town and the Firefighters Association shall be named as additional insured, affording full protection, subject to reasonable deductibles, against claims, casualties, damages and liabilities incurred in the operation of the Fire Board and Fire Department. The Fire Board shall carry E&O coverage. The Fire Board shall carry all necessary liability and workers compensation coverage on all employees and volunteers.
- (6) The Town of Liberty Grove shall insure the North Fire Station and the Village of Sister Bay shall insure the South Fire Station upon such terms and limits as each respective board determines to be appropriate.

Section 10. Budget.

- (1) By October 1 of each year the Fire Board shall formulate and approve a budget for the operation of the Fire Department for the following calendar year and submit the budget to the Village Board and the Town Board for approval.

- (2) The cost of the total amount of the annual budget, as approved by the Village Board and the Town Board shall be shared by the Village and the Town on the following basis: one-third (1/3) by the Village, and two-thirds (2/3) by the Town.
- (3) The amounts due from the Village and the Town for the annual budget shall be paid by the Village and the Town to the Fire Board on a quarterly basis on the first day of January, April, July and October of each year.
- (4) The Fire Board shall maintain an emergency account consisting of unspent budgeted funds and revenues in excess of the approved budget in an amount not less than 15% of the annual expenses. Once the emergency account is funded any budgeted funds not expended plus net revenues in excess of the budget in a specific calendar year shall be returned to the Village and the Town in the same ratio as paid. Expenditures from the emergency account shall only be made when the budget is exhausted and the expenses are approved by a majority vote of the Fire Board.
- (5) Funds donated to the Fire Department shall be retained for use by the Fire Department and Fire Board.
- (6) The Fire Board account shall be administered by the Fire Board and maintained by the Clerk / Treasurer.

Section 11. Dispute Resolution.

- (1) If disputes arise between the Village and the Town relating to this agreement, the Village and Town Board shall meet and attempt to resolve the differences. If the Boards cannot agree, each Board shall appoint two of their Board Members to an ad hoc Conference Committee. The Conference Committee shall meet and agree by majority vote on any disputed items. The decision of the Conference Committee shall be binding upon both the Village and Town Boards.
- (2) In the event that the Conference Committee is unable to resolve a disputed matter within 60 days after the matter is referred to the Conference Committee, either Board may request arbitration pursuant to the provisions of Section 788 of the Wisconsin Statutes. The Village and the Town Boards shall select a single arbitrator and the decision of the arbitrator shall be final and binding upon the Boards. The cost of the arbitration shall be borne equally by the Village and the town. If the Village Board and Town Board are unable to reach an agreement regarding the selection of an arbitrator, each shall name an arbitrator, and the arbitrators so named will select a third arbitrator, who will preside at the arbitration.

Section 12. Dissolution.

Either the Village Board or the Town Board may dissolve the Fire Department and the Fire board at any time by giving six (6) months prior written notice to the other Board, in care of the Clerk of that unit of government, and to the Fire Board. From and after the date of dissolution, each unit of government shall own those assets and liabilities which are solely titled in the name of each unit of government. Fire Stations and fixtures shall not be subject to apportionment or division and shall belong to the unit of government in which the station is located. The value of jointly owned vehicles and equipment shall be divided in an amount equal to the average of the pro-rata share of contributions from August 24, 1994 to the date of dissolution. In the event of a dispute in valuation of assets or liabilities, each Board shall hire an appraiser at its own cost, the two appraisers shall choose a third appraiser whose cost shall be shared 50/50 by the Village and the Town. The three appraisers shall value the assets and liabilities and allocate the assets according to the ownership percentage aforementioned, and allocate the liabilities to each unit of government according the same percentage.

Upon dissolution, either of the units of government may provide the other unit of government the opportunity to purchase its interest in the assets of the Fire Department at the value fixed by agreement or by appraisal, as described above. In such case the other unit of government shall have a period of sixty (60) days from the date of such provision within which to decide whether or not it desires to purchase such

assets. If one unit of government desires to purchase the interest of the other, it shall have a period of time, not exceeding one (1) year from the date of its election, within which to pay the total due to the unit of government selling its assets. If both units of government choose not to purchase the assets of the other unit of government, each shall keep its percent of the assets as established above. The written notice of decision by the selling unit of government shall be deemed adequate and sufficient security for the other party as a binding commitment during this period of time.

Section 13. Amendment.

This Agreement may be amended from time to time by agreement of both the Village and the Town. The amended agreement will be considered by the Village and Town for adoption by ordinance.

Section 14. Effective Date.

This Agreement shall be in full force and effect from the date of execution by both representatives of the Village Board and Town Board.

Section 15. Severability.

If any sections of this agreement are declared to be severable or if any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the agreement which shall remain in full force and effect.

Section 16. Legal Advice and Fees.

Except when barred by conflict of interest or when they are otherwise unable to serve, the attorney for the Village and / or the attorney for the Town shall serve as legal representatives for the Fire Board, and charges incurred shall be paid by the Village and the Town in a 1/3 2/3 split or as otherwise recommended by the Fire board. The Village Board and the Town Board may authorize the Fire Board to retain special counsel, or direct that payment be made other than as set forth in this Agreement and/or the budget.

Section 17. Successors and Assigns.

The terms and provisions of this Agreement shall bind and inure to the benefit of the Village and Town, and their successors and assigns. No party to this Agreement may assign any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of the other party.

Section 18. Rules of Construction.

The captions of this Agreement are inserted only as a matter of convenience and in no way effect the terms or intent of any provision of this Agreement. All defined phrases, pronouns and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the actual identity of the organization, person or persons may require. No provision of this Agreement shall be construed against any party hereto by reason of the extent to which such party or its counsel participated in the drafting of this Agreement.

Section 19. Choice of Law.

This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.

Section 20. Entire Agreement.

This Agreement constitutes the entire Agreement among the parties hereto regarding the subject matter hereof. This Agreement supersedes all prior agreements, statements, understandings and representations of the parties regarding the subject matter of this Agreement. No waiver of any provision of

this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.

Section 21. Adoption of Ordinance.

The Village Board and Town Board will repeal any respective ordinance creating the existing Fire Department and Fire Commission, and the Town and Village shall adopt this Intergovernmental Agreement as an ordinance for purposes of the creation and operation of the Sister Bay and Liberty Grove Fire Department and the Sister Bay and Liberty Grove Fire Board.

Dated this ____ day of _____, 2008.

VILLAGE OF SISTER BAY:

By: _____

Title: _____

TOWN OF LIBERTY GROVE:

By: _____

Title: _____

This ordinance shall become effective upon publishing and/or posting according to law.

Adopted at a regular meeting of the Liberty Grove Town Board on the 16th day of April, 2008.

William Casey, Chairman

John Jensen, Supervisor

Nancy Goss, Supervisor

Ann Miller, Supervisor

I, Walter L. Kalms, Clerk/Administrator of the Town of Liberty Grove, Door County, Wisconsin do hereby certify that the above is a true and correct copy of an ordinance which was adopted on the 16th of April, 2008, by the Town Board of the Town of Liberty Grove, Door County, Wisconsin.

Dated this 16th day of April, 2008.

Walter L. Kalms, Clerk/Administrator