

**JOINT MEETING OF THE  
CITY OF VERONA COMMON COUNCIL  
AND THE TOWN OF VERONA TOWN BOARD  
WEDNESDAY, DECEMBER 11, 2023  
6:30 P.M. – CITY OF VERONA COUNCIL CHAMBERS  
111 LINCOLN STREET, VERONA, WI 53593**

1. Call City of Verona Common Council Meeting to Order and Roll Call
2. Call Town of Verona Town Board Meeting to Order and Roll Call
3. Public Comment
4. Approval of minutes from the October 26, 2022 Joint City of Verona Common Council and Town of Verona Town Board
5. Announcements
6. Presentation by Fire Chief Dan Machotka
7. Discussion on Intergovernmental Agreement between the Town of Verona and the City of Verona for Fire Protection Services
8. Adjournment Town of Verona Town Board
9. Adjournment City of Verona Common Council

Luke Diaz, Mayor

Mark Geller, Town Board Chair

Posted:       Verona City Hall  
                  Verona Town Hall  
                  Verona Public Library  
                  Miller's Supermarket  
                  City Website: [www.ci.verona.wi.us](http://www.ci.verona.wi.us)  
                  Town Website: [www.town.verona.wi.us](http://www.town.verona.wi.us)

NOTICE: IF YOU NEED AN INTERPRETER, MATERIALS IN ALTERNATIVE FORMATS, OR OTHER ACCOMMODATION TO ACCESS THE MEETING, PLEASE CONTACT THE CITY CLERK AT 845-6495 AT LEAST 48 HOURS PRECEDING THE MEETING. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE YOUR REQUEST.

**MINUTES**  
**JOINT CITY OF VERONA COMMON COUNCIL**  
**AND TOWN OF VERONA TOWN BOARD**

**October 26, 2022, 6:00 p.m.**

1. Call City of Verona Common Council Meeting to Order and Roll Call:

Mayor Diaz called the meeting to order at 6:00 p.m. Alders Touchett, Posey, Helmke, Kimmett, Reekie, and Hoechst were present. Also present was City Administrator Adam Sayre.

2. Call Town of Verona Town Board Meeting to Order and Roll Call:

Town Chair Geller called the meeting to order at 6:01 p.m. Supervisors Mathies, and Duerst were present. Also present was Planner/Administrator Sarah Gaskell.

3. Public Comment

None

4. Approval of minutes from the October 27, 2021 Joint City of Verona Common Council and Town of Verona Town Board

Motion by Geller, seconded by Kimmett to approve the minutes from the October 27, 2021 Joint City of Verona Common Council and Town of Verona Town Board meeting. Motion carried 9-0.

5. Announcements

Duerst stated the Dane County farm fire training will occur on March 18<sup>th</sup> and he strongly encourages Fire Department and EMS personnel to participate.

Alderpersion Kemp arrived at 6:03 p.m.

6. Presentation by Fire Chief Dan Machotka

Chief Machotka stated that the Department saw a decrease in call volumes during COVID, but call volume is increasing again. Machotka anticipates over 1,000 calls in 2022. Fire Department Staff has participated in active fire trainings with other departments during the training burn of apartments in the City. The Fire Department internship program currently has four (4) interns and is a top choice for MATC students. The proposed 2023 budget will add a battalion chief, this new position is the second battalion chief which will assist in staffing the 24/48 schedule. The new position will assist with building inspection and plan reviews.

Duerst asked how many of the 1,000 calls were to assist EMS. Machotka stated that approximately 70% of those 1,000 calls were to assist EMS.

Posey thanked Machotka for partnering with the Senior Center with meals on wheels and blood pressure screenings. Posey believes the Fire Department assisting is a great use of resources that helps meet the needs of both Departments. Machotka stated the meals on wheels delivery allows for drive-time practice for employees, and the blood pressure screenings is good practice for employees and allows the Department to interact with the public.

Mathies asked what percentage of calls are for traffic incidents in the Town. Machotka stated most calls in the Town aren't to assist with EMS, but there are many calls in the Town for grass fires.

Geller asked what is the difference between a deputy chief and a battalion chief. Machotka stated most deputies focus on administrative functions while the battalion chief is considered a working chief who works closer with employees outside of the office.

Duerst asked how many full-time firefighters does the Department have. Machotka stated there are currently eight (8) now, with nine (9) planned for 2023 with the new position. Duerst asked why do all the firefighters go out together to Farm and Fleet. Duerst doesn't believe any of the employees are acting wrong, but is concerned about public perception and comments from the public when they see all of the firefighters together. Machotka stated when they practice driving only one (1) or two (2) employees go. Other times the firefighters need to stay together in case a call comes in.

Touchett stated he understands the concern, but there is a perception that the employees are not working when they are seen out in public as a group. Touchett encouraged Machotka to remind Staff of how it looks.

Helmke and Kimmitt disagreed with Touchett and enjoy seeing the firefighters in the community.

7. Discussion on Intergovernmental Agreement between the Town of Verona and the City of Verona for Fire Protection Services

Geller stated that the Town is happy with the service, appreciates the agreement, and has no complaints

8. Adjournment Town of Verona Town Board

Motion by Geller, seconded by Mathies to adjourn at 6:22 p.m. Motion carried 3-0.

9. Adjournment City of Verona Common Council

Motion by Reekie, seconded by Touchett to adjourn at 6:23 p.m. Motion carried 7-0.

Respectfully submitted,

Adam Sayre, City Administrator

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
TOWN OF VERONA AND THE CITY OF VERONA FOR FIRE PROTECTION  
SERVICES**

This Agreement is made and entered into this 12th day of April, 2013, by and between the Town of Verona (the "Town"), a body corporate and politic located in Dane County, Wisconsin and the City of Verona (the "City"), a Wisconsin municipal corporation in Dane County, Wisconsin.

***RECITALS***

- A. Sections 60.55(1)(a)3 and 66.0301 of the Wisconsin Statutes allows the City and Town to enter into an intergovernmental agreement for the provision of fire protection services to the Town.
- B. The City and Town have previously entered into an Intergovernmental Agreement dated December 22, 2010 establishing the Verona Joint Fire District (the "Intergovernmental Agreement").
- C. The City and Town have approved a Dissolution Agreement dated 4/12/13 terminating the Intergovernmental Agreement effective at 12:01 a.m. on January 1, 2014 (the "Dissolution Agreement")
- D. The City intends to establish a City Fire Department effective beginning on January 1, 2014.
- E. The City and Town desire to enter into a new agreement for the provision of fire protection services to the Town.

***AGREEMENT***

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. Fire Service

- a. **Services to be Provided.** The Town agrees to purchase from the City, and the City agrees to provide the Town, the following fire-related services:
  - Rural and Urban interior and exterior structural firefighting
  - Grass and brush firefighting
  - General firefighting including vehicle and equipment
  - Rescue response including extrication
  - Assistance on Emergency Medical Service calls
  - Hazardous materials response
  - Fire inspection and fire code enforcement services as required by the State of Wisconsin

- Review and comment on driveway permit applications with respect to fire safety.
- b. **Service Territory.** The City shall provide fire services as indicated in this Agreement to the entire geographic area of the Town. This area shall constitute the Town's Service Territory for the purposes of this Agreement.
- c. **Service Standards.** The City shall, throughout the term of this Agreement, take all reasonable measures to provide a level of service generally consistent with the staffing and response time guidelines of the National Fire Protection Association Standard 1720 and adequate staffing and equipment to provide fire-related services in the Town at a level equal to, at a minimum, the level corresponding to the Insurance Services Office (ISO) Public Protection Classification (PPC) ratings applicable to the Town and the department at the time this Agreement takes effect.
- d. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Neither the policies, guidelines, procedures or practices adopted by the City, nor individual deployment decisions shall allow for differential treatment based, in whole or in part, on whether the property in need of service is located in the Town. The inability of the City to provide fire services because of poor weather conditions or other conditions beyond the control of the City shall not be deemed a breach of this contract.
- e. **No Guarantee.** The parties understand and agree that the City will endeavor to reasonably provide the services indicated above given the circumstances, but the City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard.

## 2. Payment for Services

- a. **Variable Cost Component.** The Town agrees to pay the City annually during the term of this Agreement a Variable Cost Component which is intended to pay for a share of the operating costs needed to provide service under this Agreement. The amount of the Variable Cost Component for each year shall be determined annually and provided to the Town not later than October 15 of each year according to the following formula:

*The following percentages relate specifically to the Town in relation to the entire territory to which the City provides fire services as the primary service provider. The Town's Allocation percentage for the following year shall be determined as of August 31 of the preceding year.*

**Annual fire service calls to the Town.** This includes all calls for service for which there is a dispatched response calculated by averaging the total number of such calls within the town over the previous 3 full calendar years and dividing by the total number of calls handled by the department during the same time:

\_\_\_\_\_ %

**Total equalized value of all property within the Town:** Equalized value shall include the total equalized value of the Town as a percentage of the total equalized value of the entire service territory inclusive of Tax Increment Financing districts as most recently determined by the Wisconsin Department of Revenue:

\_\_\_\_\_ %

**Population of the Town.** Total population of the Town as a percentage of the total population of the entire service territory as estimated by the Wisconsin Department of Administration most recently before the date of the calculation:

\_\_\_\_\_ %

Total \_\_\_\_\_ %

Divide by 3

=Town Allocation \_\_\_\_\_ %

Net Fire Operating Budget x Town Allocation % =  
Town Variable Cost Component

The total Net Fire Operating Budget shall contain the revenues and expenses for the Department's operation in the succeeding year, including insurance costs and expenses associated with the repair, maintenance, and replacement for any equipment with a life expectancy of five years or less. Revenues shall include all funds other than general fund appropriations received or to be received by the City as a result of fire department operations plus any operating budget surplus from the previous year, whether or not carried over as an appropriation to the Fire Department in the budget at issue. Revenues shall be reduced by any operating budget shortfall from the prior year.

Revenues received by the City and Town in the form of building permit fees are revenues of the Municipalities and shall not be included in the total Net Fire Operating Budget. Fees received by the City and Town for the State Fire Insurance Dues rebate (Fire 2% Dues) shall be forwarded to the City within thirty days of receipt and shall be included as revenues in the calculation of the total Net Fire Operating Budget.

b. **Fixed Cost Component.** The Town agrees to pay the City annually during the term of this Agreement a Fixed Cost Component which is intended to pay for a share of the costs for major capital equipment and apparatus needed to provide service under this Agreement. The amount of the Fixed Cost Component shall initially be set at \$30,000 for 2014 and shall be adjusted annually by the change in the Consumer Price Index for All Urban Consumers (CPI-U) for the duration of this Agreement.

c. **Facility Utilization Cost Component.**

The City intends to construct a new fire station and EMS facility to house the City of Verona Fire Department and a Fitch-Rona EMS ambulance. The annual cost for the debt service on this new fire station facility shall be the Facility Utilization Cost Component. Pursuant to the Dissolution Agreement, as consideration for the Town's surrender of its interest in the land, building, and fixtures of the Verona Fire District, the Town shall receive an annual credit equal to the annual Town Facility Utilization Cost Component throughout the initial 30-year term of this Agreement. In the event this Agreement is extended beyond the initial term, the Town and City shall negotiate an equitable Facility Utilization Cost Component to be paid annually by the Town as a contribution toward the City's cost of new or renovated buildings and fixtures, considering the extent to which the need for such facilities is created by growth in the City and/or Town, the useful life of the capital improvements involved as compared with the remaining term of this Agreement, the uses other than fire protection for which the facilities are used, any revenue generated by the facilities and the relative benefit to the Town as a result of the capital improvements.

Notwithstanding the termination provisions in Section 3 and 13 of this Agreement, within six months after the City has issued to the Town its initial proposal regarding a Facility Utilization Cost Component to be paid annually by the Town as a contribution toward the City's cost of new or renovated buildings and fixtures, either party may terminate this Agreement by providing written notice of termination to the other party if the parties have not been able to negotiate an equitable Facility Utilization Cost Component to be paid annually by the Town. However, the termination of this Agreement under the preceding sentence shall take effect no earlier than one year after the non-terminating party receives written notice of termination.

d. **Impact Fee/Connection Fee.** The City is contemplating the establishment of a Fire Impact Fee to help pay for the portion of the cost of a new fire station facility attributable to new development. If the City establishes a Fire Impact Fee prior to the effective date of this Agreement or during the term of this Agreement, the Town agrees to make payments to the City for new development occurring in the Town at the rate of the City's Fire Impact Fee. Any such payments shall be deemed contributions to capital costs of the fire facilities in addition to any Facility Utilization Cost Component that may otherwise be payable.

e. **Timing of Payments.** The City shall provide the Town with a written claim for the amounts due under this Agreement annually by January 15 of each year. The Town



shall pay the City 50% of such amount by February 28 of each year and shall pay the remaining 50% by August 31 of the same year. A late fee of 1% per month may be imposed for delinquent payments received after February 28 or August 31.

3. Term

This agreement shall commence effective at 12:01 a.m. on January 1, 2014 and shall continue for an initial term of thirty (30) years ending on December 31, 2043. In the event that either party wishes to terminate this Agreement at the end of the initial thirty (30) year term, such party shall give to the other party eighteen (18) months written notice of termination prior to the expiration of the term. If neither party acts to terminate this Agreement within the required time period, this Agreement shall automatically renew for up to two additional five (5) year terms for a maximum term of forty (40) years ending on December 31, 2053, unless terminated with like notice prior to the end of any extension term.

4. Ownership

The City owns the buildings and equipment associated with the Fire Department and the amounts paid by the Town do not give rise to any ownership interest in, or responsibility toward, those items.

5. City's Responsibilities

- a. Authorize and direct the City fire department to provide the fire-related services described herein to Town's Service Territory.
- b. Develop a detailed annual operational budget for the fire department for each year during the term of this contract by October 15 and present it to Town along with sufficient information to explain the items included in the budget figures.
- c. Upon the Town's request, provide the Town access to financial and cost data related to the fire department for five years prior to the current service year.
- d. Disclose to the Town any proposed action the City or the fire department intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection rating in the Town's Service Territory or the City's ability to provide the fire services indicated above.
- e. Promptly disclose to the Town any information the City can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.
- f. Establish and maintain a fire station facility located within the City that is staffed and equipped to provide fire related-services to the Town's Service Territory.

6. Town's Responsibilities

- a. Promptly pay the City the amounts due under this Agreement for the year of service, or a prorated share of such amount for the length of service actually provided if the contract is terminated early.
- b. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the amounts due hereunder.
- c. Promptly disclose to the City any information the Town can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

It is understood and agreed the Town shall have no responsibility whatsoever toward, or control of, the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed the Town has no responsibility, beyond paying the agreed upon amounts hereunder, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

7. Governance/Administration

The City and the Town shall hold at least one joint meeting annually during the term of this contract at least 60 days before its anniversary date to calculate the Variable Cost Component and Fixed Cost Component for the upcoming year, to discuss the Town's satisfaction with the service provided during the year, and to discuss such other issues as either party deems relevant to this contract. This meeting shall be held separately from any regular City or Town meeting and shall be attended by at least a quorum of each party's governing body.

8. Insurance Requirements

The City shall maintain general liability insurance for its services and shall include the Town as an additional insured for the term of this contract and any extensions thereof. The City shall also maintain automobile and property insurance coverages. The City shall provide the Town proof of such insurance coverages and the additional insured endorsement naming the Town annually by January 1 of each year. The City shall also maintain workers' compensation coverage as required by law.

9. Indemnification

The City agrees to defend and indemnify the Town against any claims brought or actions filed against the Town or any officer, employee, or volunteer of the Town for injury to,

death of, or damage to the property of any third person or persons, arising from or on account of the City's actions arising under this Agreement.

#### 10. No Waiver

Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Wisconsin Statutes, Section 893.80 or otherwise.

#### 11. Modification

This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both the City and the Town, and attached hereto.

#### 12. Subcontracting & Assignment

The City shall not subcontract or assign any portion of this contract to another without prior written permission from Town. Services provided to the Town pursuant to a mutual aid agreement the City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of the Town so long as the City remains primarily responsible for providing fire-related services to the Town's Service Territory.

The City may enter other cooperative agreements with other municipalities for shared fire departments services including the potential for consolidation into a regional fire service district or other intermunicipal agreement. Such cooperative or consolidation agreements do not constitute a subcontract or assignment require prior approval of the Town so long as the Town continues to receive the fire-related services described in this Agreement through the same entity primarily responsible for providing fire-related service to the City, and the level of service is not materially reduced thereby.

#### 13. Termination

This Agreement may be terminated at any time during its initial 30-year term by mutual agreement of the parties.

Either party may unilaterally terminate this Agreement at the end of the initial or extended term by providing written notice as described in Section 3 of this Agreement. Further, upon a material breach of this Agreement by either party, the other party may unilaterally terminate this Agreement 60 days from the date of personal service of written termination notice on the defaulting party. The party seeking to terminate this Agreement shall identify the material breach in its written termination notice. If the material breach described in the notice is one that can be cured, the party receiving the notice shall have 60 days from service of the notice to cure the breach, in which case the notice shall be deemed void.

If the Town fails to pay for the service according to the schedule established herein that shall be considered a material breach of this Agreement. The Town shall be responsible for the payment for services for the period up to the effective date of termination.

14. Service Contract

This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

15. Wisconsin Law Governs

This contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All proceedings related to this contract shall be venued in the State of Wisconsin.

16. Severability

The provisions of this contract shall be deemed severable. If any part of this contract is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such determination shall not affect the validity and enforceability of the remainder of this contract. In the event of such a determination, the parties shall meet and negotiate in good faith for an amendment to this Agreement to replace the invalidated provisions with enforceable provisions facilitating the intent of the invalidated provisions to the extent possible, and/or making equitable adjustments to the monetary terms to reflect the essence of the bargain reached by the parties as closely as possible.

17. Correspondence

All written correspondence relating to this Agreement shall be delivered by courier or certified mail to the official representatives of each party. The official representative for the City shall be:

City Administrator  
111 Lincoln Street  
Verona, WI 53593


The official representative for the Town shall be:

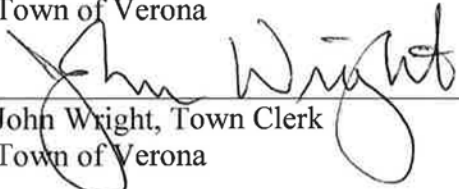
Town Administrator  
335 N. Nine Mound Road  
Verona, WI 53593

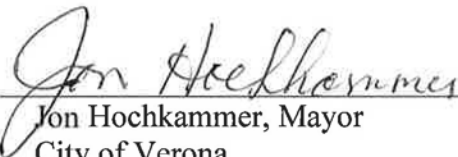
Either party may change its mailing address by providing written notice to the other party.


IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

Signed this 12th day of April, 2013

By:   
David Combs, Town Chairperson  
Town of Verona

Attest:   
John Wright, Town Clerk  
Town of Verona

By:   
Jon Hochkammer, Mayor  
City of Verona

Attest:   
Kami Lynch, City Clerk  
City of Verona