



**Village of Plover**

**Village of Whiting**

**FIRE DEPARTMENT**

**CONSOLIDATION**

**STUDY**

**FINAL REPORT**

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**VILLAGE OF PLOVER/VILLAGE OF WHITING  
FIRE DEPARTMENT CONSOLIDATION FEASIBILITY STUDY**

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### INTRODUCTION

As municipalities attempt to deal with the current economic recession, loss of State Shared Revenues and to meet citizens' demands to reduce property taxes while maintaining a high level of service, consolidating services with neighboring municipalities has become a growing trend. With this in mind, the Villages of Plover and Whiting retained RW Management Group, Inc. to conduct a feasibility study of consolidating their respective fire departments into a single area-wide department.

The ultimate goal of this analysis is to provide Whiting and Plover Village Boards with recommendations that can be used now and in the future, to enhance public safety services for their communities. Included in this study are recommendations to improved service, enhance training, reduce or contain costs (both operating and capital costs), and upgrade policies.

This analysis will:

- Identify strengths, weaknesses, and differences of the departments.
- Provide detailed service delivery options, recommendations, and a business plan based on feedback from stakeholders
- Analyze an all-encompassing emergency response department providing fire protection, rescue services, special response and education services
- Recommend Improved training standards
- Provide a 5 year financial forecast

Plover and Whiting have already been working well together in providing fire and rescue services for many years, and a full consolidation may potentially be the next step in continuing this relationship. Also, the City of Stevens Point recently signed a Metro Automatic Aid Agreement with Plover and Whiting for the provision of fire and emergency services to their respective communities. Included as a part of this mutual aid agreement, Plover, Whiting, and Stevens Point are sharing common page tones.

### ***Project Work Tasks***

In order to determine the feasibility of consolidating fire services for the two departments, the project team performed the following work tasks:

1. Conducted a project planning meeting with RW Project Manager the project steering committee.
2. Obtained and reviewed documentation provided by the project team such as current equipment inventories, detailed call volume statistics, community development plans, service contracts, surveys, capital improvement plans, previous studies, by-laws, and annual reports, etc.
3. Reviewed and studied mutual aid agreements, including the Metro Agreement between the City of Stevens Point, and the Villages of Plover and Whiting.



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4. Assessed the current fire department operations and future needs by conducting interviews and on-site observations. The interviews and observations were conducted with a variety of personnel:
  - Fire chiefs, officers, part time/volunteer fire personal
  - Village trustees
  - Village administrator
  - Station and Major Equipment Review
  
5. Determined any changes, or future trends, for fire safety industry standards related to operational requirements. During the development of recommendations, RW considered many factors and standards as a basis for recommendations, including:
  - National Fire Protection Association (NFPA)
  - Federal Emergency Management Association (FEMA)
  - National Fire Administration (NFA)
  - Occupational Safety and Health Administration (OSHA)
  - Insurance Services Office (ISO) Rating Schedule
  - Local Fire Protection Ordinances
  - State of Wisconsin Statutes and Administrative Code

### OPERATIONAL OVERVIEW

#### *Plover/Whiting Overview*

The Villages of Plover and Whiting are located in the central portion of Portage County, surrounded by the Towns of Linwood, Stockton, and Buena Vista and adjacent to the City of Stevens Point. The Villages are a mixture of farmland, residential properties, lakefront properties, and commercial buildings. The Village of Whiting has little opportunity for growth. The Village of Plover may experience some growth as the economy recovers.

The Village of Plover has a 2011 population of 12,123 and the Village of Whiting has a 2011 population is 1,724.<sup>1</sup> Plover also provides contract fire services to the Towns of Plover (Population 1,701) and Buena Vista (population 1,198). Thus the total service area of the two departments is 16,746.

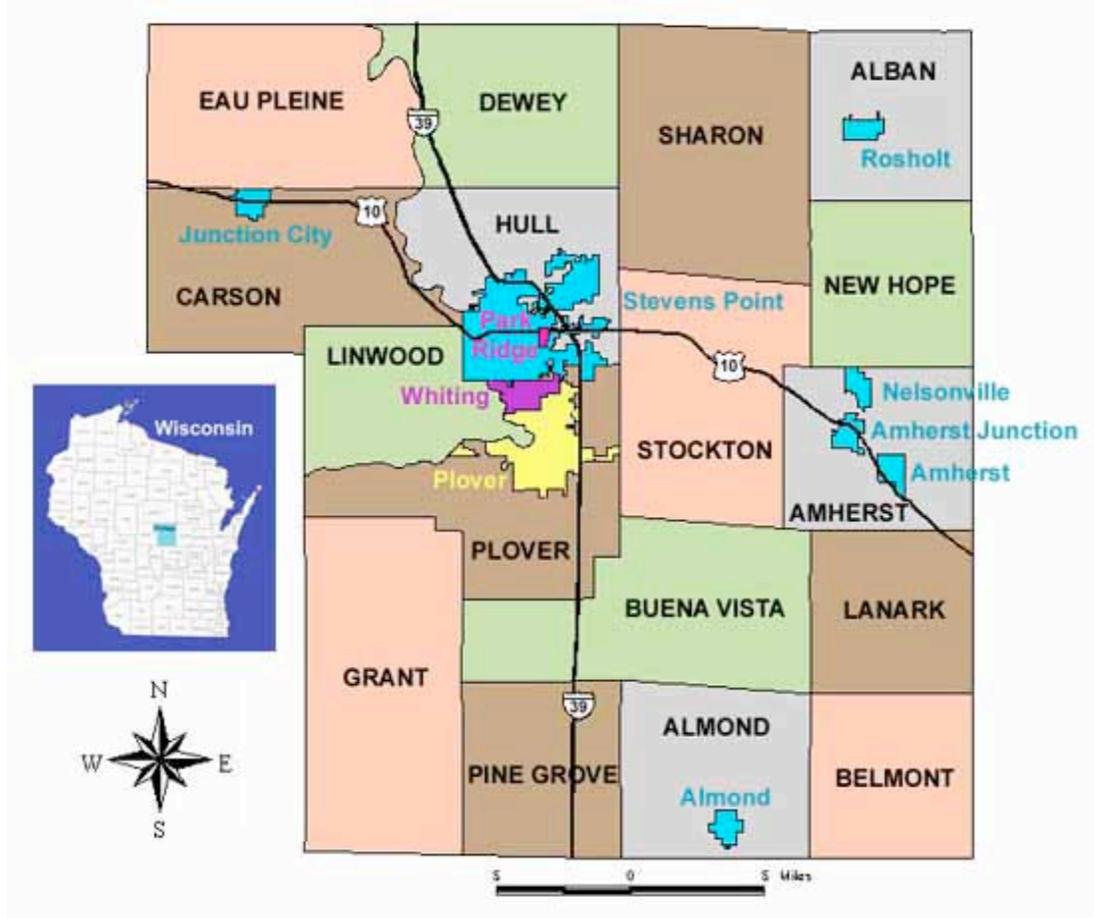
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<sup>1</sup> Source: Plover County Clerk's office.



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### Portage County Municipal Boundary Map



### ***Village of Plover Fire Department***

The Village of Plover Fire Department is located in a multi-agency building near the geographic center of the Village. The Village General Government and Police Department are also located within the building. The Fire Department equipment bays are adequate for the Department's apparatus. The Department also houses a command post vehicle that is used for countywide emergency responses. The Department's training room meets current needs. However, technology upgrades may be necessary in the near future.

The Fire Department's 2010 Budget was \$637,757 (\$556,157 Fire; \$81,600 EMS). The Plover Fire Department provides fire and first responder services to the Towns of Plover and Buena Vista on a contract basis. The cost for first responder services is determined on a formula based on 45% population; 45% equalized value; 10% equal share.

The Plover Fire Department is current with training and certifications and is in compliance with the National Incident Management System (NIMS). The Department also conducts joint training with the Village of Whiting and the City of Stevens Point.



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**Plover Fire Staffing**

The Plover Fire Department is a paid-on-call department with 40 members. This does not include the Chief and Assistant Chief who are full-time employees. Currently, 4 of the members of the department are on probationary training status. 10 of the members work strictly as EMT First Responders. The average length of tenure for Officers is 25years. The average length of tenure for Firefighters is 8years. This indicates a fairly mature department.

The Plover Fire Department provides the standard set of fire service capabilities which include: fire suppression, rescue, inspections, safety education, wild land fire suppression, water rescue, confined space entry, and emergency medical first responder services. The Department shares a common page tone with the Village of Whiting.

The 2009 operational response statistics for the Plover Fire Department are:

- 170 Fire Calls
- 664 EMS calls
- 555 fire inspections per year.

**Plover Fire Equipment**

PFD has the following major pieces of firefighting equipment:

<b>Plover Fire Equipment Listing</b>		
<b>Unit</b>	<b>Manufacturer</b>	<b>Year</b>
Engine 1	HME	2005
Engine 2	HME	1997
Ladder 1	Pierce	1983
Tender 1	Kenworth	2010
Tender 2	GMC	1979
Brush 1	Ford	2008
Rescue 1	Ford	1994
Utility 1(CP)	Ford	1993
Chief 1	Ford F-150	2006
Chief 2	Chevy Impala	2005



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***Note: In 2009, the department entered into a joint agreement with the City of Stevens Point for the joint purchase of an aerial platform truck. The department paid 50% of the cost of the platform truck and it is available to PFD upon request.***

The current complement of Fire and EMS apparatus is adequate for responses within the Department's coverage area and is in compliance with NFPA 1720. Plover has achieved an ISO class rating of 3, which is an excellent rating for a department of its size and configuration. (See Appendix 1 – Explanation of ISO rating system).

As is the case with the majority of volunteer and paid-on-call (POC) departments across the country, PFD experiences some daytime staffing shortages. However department staff stated that they can staff an engine company rather quickly.

### ***Village of Whiting Fire Department***

The Village of Whiting Fire and Rescue Department (WFRD) is located in the Village of Whiting's Municipal Building at 3600 Water Street. The facility is located near State Highway 51 and is in close proximity to the Plover and Wisconsin Rivers. The building lacks appropriate space for the department's current apparatus, which can be a safety issue for firefighters. Additionally, the building lacks drive-through equipment bays that are typical of most fire stations.

Whiting Fire provides "Level B" hazardous materials response services for Portage County and houses the equipment necessary to provide these services. The Department also houses Traffic Incident Management equipment for Portage County and equipment for the Central Wisconsin Collapse Rescue Team.

The size of the training room does not meet the department's current needs. The space is appropriate for training approximately 15 people. When the entire department trains, the space does not support an environment for effective learning. In the future, technology upgrades will be needed to support the Department's training needs. Additionally, the department lacks adequate office space for the command staff.

### **Whiting Fire and Rescue Department Staffing**

WFRD is a paid-on-call department with 30 members. This includes the Chief, Officers and firefighters. One member of the department also currently serves on the Village of Plover Fire Department. Currently, 7 of the members of the department are on probationary training status. The average length of tenure for Officers is 13 years. The average length of tenure for Firefighters is 4 years.

Whiting Fire provides the standard set of fire service capabilities including: fire suppression, rescue, inspections, safety education, wild land fire suppression, and collapse and water rescue. The department provides services to the Village of Plover, the City of Stevens Point and the Village of Whiting (i.e. Metro Fire District), and to all Portage County fire departments



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through MABAS, TIM and Hazmat responses. The Department shares a common page tone with the Village of Plover.

Prior to the establishment of the Metro Fire District, the average number of calls for the department was 55 per year. After the formation of the District, the average number of calls has been approximately 85. The Department conducts approximately 75 Fire Inspections per year. The Department is a charter member of Wisconsin MABAS Division 110. The Department complies with the Portage County Traffic Incident Management (TIM) Guidelines, the Portage County Fire Chief's Association Unified Policy Manual and the By-Laws of MABAS Division 110.

The Fire Department's approved budget for 2010 was \$44,380. The Department is current on training and is in compliance with the National Incident Management System (NIMS). The Department conducts periodic joint training with the Village of Plover and the City of Stevens Point.

**Whiting Fire Equipment**

The major equipment utilized by WFRD consists of the following:

<b>Whiting Fire Equipment Listing</b>		
<b>Unit</b>	<b>Manufacturer</b>	<b>Year</b>
Engine 1	Pierce	2002
Ladder 1	Seagrave	1991
Rescue 1	Ford/Marion	2006
Utility 1	Ford/Fouts	2009

The current complement of fire apparatus is adequate for responses within the Metro Department coverage area and is in compliance with NFPA 1720. As a result of their response times, equipment and water availability, the Village of Whiting has achieved an ISO class rating of 3. (See Appendix 1 – Explanation of ISO rating system).

Also the equipment and tools utilized on the fire apparatus appears to be well maintained and are adequate for the intended utilization within both villages.

The Village of Whiting has only an informal Capital Improvement Program (CIP) for the replacement of the fire equipment. A CIP is a long-range plan, which identifies capital projects and equipment needs, and provides a planning and funding schedule for same. Lacking a formal CIP puts future equipment replacement at considerable risk.



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***Community Comparison***

The Villages of Plover and Whiting differ significantly in population and equalized value. While the Village of Whiting has less population and is land-locked, both communities will require the same consistent public safety protection. The two municipalities are compared in the table below:

	<b>2011 Population</b>	<b>Equalized Value</b>	<b>2011 Fire Budget*</b>	<b>Fire Cost Per Capita</b>	<b>2009 Fire Calls</b>
The Village of Plover	12,123	\$941,948,100	\$556,993	\$37.21	170
The Village of Whiting	1,724	\$138,311,600	\$44,380	\$25.74	87

\*The Village of Plover's expense budget is offset by \$150,000 in contract revenue from the Town of Buena Vista and Town of Plover.

Since the Village of Plover also provides contract fire protection to the Towns of Plover (population 1,641) and Buena Vista (population 1,202), the Plover Fire Department serves a total population of 14,966 residents.

***Current Fire Department Organizational Structure***

The Villages of Plover and Whiting provide standard services to their respective communities. The services include:

- Fire suppression
- Emergency medical care in conjunction with Portage County
- Fire prevention and inspection
- Technical rescue
- Hazardous materials response
- Loss prevention
- Disaster preparedness
- Public education for fire safety
- Waterway/lake protection

The level of services and quality of services appear to meet the overall expectations of their residents and are within the expected performance range for these types of agencies

***Analysis of Fire Calls***

According to statistics, obtained from the County Emergency Dispatch Center, Plover and Whiting Fire Departments responded to similar types of calls in 2010.



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WFRD – 2010 Calls for Service		PFD – 2010 Calls for Service	
Fire Responses	87	Fire Responses	170

On average, the Whiting Fire and Rescue Department respond to 7.25 calls per month. Plover responds to 14 calls per month. In addition, both departments commit considerable time to fire prevention activities including, fire inspection, community education and other prevention efforts.

***Current Fire Department Budgets***

**Plover-Whiting Fire Expenditure Budgets**

Providing for the protection of persons and property from fires twenty-four hours per day; seven days per week is a labor intensive effort. Both Villages are fortunate to have dedicated volunteers committed to the fire service which minimizes the personnel costs to operate both departments. Together, the two departments are spending \$600,537 for fire protection services. However, the Plover expense is offset by \$150,000 in contract revenue, resulting in a net cost of both department of \$450,537. A comparison of 2010 Fire Budgets for the two Villages is shown below:



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	<b>Plover Budget</b>	<b>Whiting Budget</b>
	<b>2010</b>	<b>2010</b>
Fulltime Wages	\$ 166,270	\$ -
Volunteer Wages	\$ 70,500	\$ 17,300
Soc. Security	\$ 23,651	\$ -
Retirement	\$ 30,016	\$ -
Length of Service Health Ins.	\$ 12,600	\$ -
Health Ins	\$ 48,386	\$ -
Life Ins	\$ 440	\$ -
Haz/Mat	\$ -	\$ 5,000
Misc Supplies	\$ 4,300	\$ 1,650
Turnout Clothing/uniforms	\$ 1,500	\$ 2,950
Equipment	\$ 3,000	\$ -
Personnel/Hiring	\$ 3,000	\$ 150
Fuel	\$ 9,000	\$ 2,000
Legal	\$ 500	\$ -
Utilities	\$ 27,000	\$ -
Telephone	\$ 2,281	\$ 780
Training/Conf	\$ 4,000	\$ 4,250
Fire Prevention	\$ 1,500	\$ -
Dues	\$ 600	\$ -
Postage	\$ 505	\$ -
Member Appreciation	\$ 1,200	\$ -
Equip Maint.	\$ 13,500	\$ 4,000
Tower Rent	\$ 1,200	\$ -
Vehicle Maint	\$ 13,000	\$ 2,400
Prop/Liability Ins	\$ 15,944	\$ -
Workers Comp	\$ 28,187	\$ -
Vehicle Ins	\$ 9,959	\$ -
Long Term Disability Ins	\$ 1,300	\$ -
Trans to Reserve	\$ 60,000	\$ -
Computer Replacement	\$ 1,500	\$ -
DNR Grant Match	\$ -	\$ 2,400
FEMA Grant Match	\$ 1,318	\$ -
Opticom Grant Match	\$ -	\$ -
Contingency	\$ -	\$ 1,500
Contract Revenues	\$ (150,000)	\$ -
<b>TOTAL</b>	<b>\$ 406,157</b>	<b>\$ 44,380</b>



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**DEPARTMENT CONSOLIDATION**

***Consolidation Financial Analysis – Operations***

If the two fire departments were consolidated into a single entity, the community could realize significant benefits of economy of scale, economy of skill, coordinated training and uniform standard operating procedures. This then translates into better service to residents. In addition, there is a small savings in annual operating costs of approximately \$10,000 in the first year of operation. An analysis of the cost of consolidation is shown in the consolidation budget below:



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	<b>Plover Budget</b>	<b>Whiting Budget</b>	<b>Consolidated Budget</b>	<b>Net Difference</b>
	<b>2010</b>	<b>2010</b>	<b>2010</b>	<b>2010</b>
Fulltime Wages	\$ 166,270	\$ -	\$ 166,270	\$ -
Volunteer Wages	\$ 70,500	\$ 17,300	\$ 81,000	\$ (6,800)
Soc. Security	\$ 23,651	\$ -	\$ 18,900	\$ (4,751)
Retirement	\$ 30,016	\$ -	\$ 28,500	\$ (1,516)
Length of Service Health Ins.	\$ 12,600	\$ -	\$ 17,500	\$ 4,900
Health Ins	\$ 48,386	\$ -	\$ 48,400	\$ 14
Life Ins	\$ 440	\$ -	\$ 500	\$ 60
Haz/Mat	\$ -	\$ 5,000	\$ 5,000	\$ -
Misc Supplies	\$ 4,300	\$ 1,650	\$ 5,100	\$ (850)
Turnout Clothing/uniforms	\$ 1,500	\$ 2,950	\$ 3,200	\$ (1,250)
Equipment	\$ 3,000	\$ -	\$ 3,300	\$ 300
Personnel/Hiring	\$ 3,000	\$ 150	\$ 3,000	\$ (150)
Fuel	\$ 9,000	\$ 2,000	\$ 10,500	\$ (500)
Legal	\$ 500	\$ -	\$ 500	\$ -
Utilities	\$ 27,000	\$ -	\$ 27,000	\$ -
Telephone	\$ 2,281	\$ 780	\$ 2,500	\$ (561)
Training/Conf	\$ 4,000	\$ 4,250	\$ 6,800	\$ (1,450)
Fire Prevention	\$ 1,500	\$ -	\$ 1,800	\$ 300
Dues	\$ 600	\$ -	\$ 700	\$ 100
Postage	\$ 505	\$ -	\$ 600	\$ 95
Member Appreciation	\$ 1,200	\$ -	\$ 1,500	\$ 300
Equip Maint.	\$ 13,500	\$ 4,000	\$ 16,000	\$ (1,500)
Tower Rent	\$ 1,200	\$ -	\$ 1,200	\$ -
Vehicle Maint	\$ 13,000	\$ 2,400	\$ 14,500	\$ (900)
Prop/Liability Ins	\$ 15,944	\$ -	\$ 17,500	\$ 1,556
Workers Comp	\$ 28,187	\$ -	\$ 30,000	\$ 1,813
Vehicle Ins	\$ 9,959	\$ -	\$ 12,000	\$ 2,041
Long Term Disability Ins	\$ 1,300	\$ -	\$ 1,500	\$ 200
Trans to Reserve	\$ 60,000	\$ -	\$ 60,000	\$ -
Computer Replacement	\$ 1,500	\$ -	\$ 1,500	\$ -
DNR Grant Match	\$ -	\$ 2,400	\$ 2,400	\$ -
FEMA Grant Match	\$ 1,318	\$ -	\$ 1,350	\$ 32
Opticom Grant Match	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ 1,500	\$ -	\$ (1,500)
Contract Revenues	\$ (150,000)	\$ -	\$ (150,000)	\$ -
<b>TOTAL</b>	<b>\$ 406,157</b>	<b>\$ 44,380</b>	<b>\$ 440,520</b>	<b>\$ (10,017)</b>



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An important question is how the consolidated cost is to be distributed between the two municipalities. There are a number of different funding formulas that may be considered for this purpose. In this instance we are recommending distributing the cost on the basis of each community's equalized assessed value with commercial values weighted at twice the value of residential property. The purpose of this weighting is to offset the cost of commercial property inspections and the fact that most commercial fires take two or more times to contain and extinguish as residential fires. The weighted equalized values are shown in the table below:

	<b>Residential EAV</b>	<b>Commercial EAV</b>	<b>Commercial 2X</b>	<b>Total Res/2X comm.</b>	<b>% EAV</b>
<b>Whiting</b>	\$ 82,520,900	\$ 21,870,400	\$ 43,740,800	\$ 126,261,700	9.64%
<b>Plover</b>	\$ 563,734,200	\$ 309,925,500	\$ 619,851,000	\$ 1,183,585,200	90.36%
<b>Totals</b>	\$ 646,255,100	\$ 331,795,900	\$ 663,591,800	\$ 1,309,846,900	100.00%

Applying the above percentages to the cost of a consolidated fire department will result in the following cost allocation, with both departments showing a savings through consolidation:

<b>Cost Distribution with Weighted Commercial Values</b>							
	<b>Residential EAV</b>	<b>Commercial EAV</b>	<b>Commercial 2X</b>	<b>Total Res/2X comm.</b>	<b>% EAV</b>	<b>Total Share of Cost</b>	<b>Net Difference</b>
<b>Whiting</b>	\$ 82,520,900	\$ 21,870,400	\$ 43,740,800	\$ 126,261,700	9.64%	\$ 42,464	\$ (1,916)
<b>Plover</b>	\$ 563,734,200	\$ 309,925,500	\$ 619,851,000	\$ 1,183,585,200	90.36%	\$ 398,056	\$ (8,101)
<b>Totals</b>	\$ 646,255,100	\$ 331,795,900	\$ 663,591,800	\$ 1,309,846,900	100.00%	\$ 440,520	\$ (10,017)

The above budget was then projected out for five (5) years to show future expected consolidation expenses:



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	Five Year Consolidated Budget				
	2010	2011	2012	2013	2014
Fulltime Wages	\$ 166,270	\$ 169,595	\$ 172,987	\$ 176,447	\$ 179,976
Volunteer Wages	\$ 81,000	\$ 82,620	\$ 84,272	\$ 85,958	\$ 87,677
Soc. Security	\$ 18,900	\$ 19,278	\$ 19,664	\$ 20,057	\$ 20,458
Retirement	\$ 28,500	\$ 29,070	\$ 29,651	\$ 30,244	\$ 30,849
Length of Service Ins.	\$ 17,500	\$ 17,850	\$ 18,207	\$ 18,571	\$ 18,943
Health Ins	\$ 48,400	\$ 50,820	\$ 53,361	\$ 56,029	\$ 58,831
Life Ins	\$ 500	\$ 510	\$ 520	\$ 531	\$ 541
Haz/Mat	\$ 5,000	\$ 5,100	\$ 5,202	\$ 5,306	\$ 5,412
Misc Supplies	\$ 5,100	\$ 5,202	\$ 5,306	\$ 5,412	\$ 5,520
Turnout Clothing/uniforms	\$ 3,200	\$ 3,264	\$ 3,329	\$ 3,396	\$ 3,464
Equipment	\$ 3,300	\$ 3,366	\$ 3,433	\$ 3,502	\$ 3,572
Personnel/Hiring	\$ 3,000	\$ 3,060	\$ 3,121	\$ 3,184	\$ 3,247
Fuel	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155	\$ 12,763
Legal	\$ 500	\$ 500	\$ 500	\$ 550	\$ 561
Utilities	\$ 27,000	\$ 27,540	\$ 28,091	\$ 28,653	\$ 29,226
Telephone	\$ 2,500	\$ 2,550	\$ 2,601	\$ 2,653	\$ 2,706
Training/Conf	\$ 6,800	\$ 6,936	\$ 7,075	\$ 7,216	\$ 7,361
Fire Prevention	\$ 1,800	\$ 1,836	\$ 1,873	\$ 1,910	\$ 1,948
Dues	\$ 700	\$ 714	\$ 728	\$ 743	\$ 758
Postage	\$ 600	\$ 612	\$ 624	\$ 637	\$ 649
Member Appreciation	\$ 1,500	\$ 1,530	\$ 1,561	\$ 1,592	\$ 1,624
Equip Maint.	\$ 16,000	\$ 16,320	\$ 16,646	\$ 16,979	\$ 17,319
Tower Rent	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,224	\$ 1,248
Vehicle Maint	\$ 14,500	\$ 14,790	\$ 15,086	\$ 15,388	\$ 15,695
Prop/Liability Ins	\$ 17,500	\$ 17,850	\$ 18,207	\$ 18,571	\$ 18,943
Workers Comp	\$ 30,000	\$ 30,600	\$ 31,212	\$ 31,836	\$ 32,473
Vehicle Ins	\$ 12,000	\$ 12,240	\$ 12,485	\$ 12,734	\$ 12,989
Long Term Disability Ins	\$ 1,500	\$ 1,530	\$ 1,561	\$ 1,592	\$ 1,624
Trans to Reserve	\$ 60,000	\$ 61,200	\$ 62,424	\$ 63,672	\$ 64,946
Computer Replacement	\$ 1,500	\$ 1,530	\$ 1,550	\$ 1,550	\$ 1,575
DNR Grant Match	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400
FEMA Grant Match	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,400	\$ 1,400
Opticom Grant Match	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Revenues	\$ (150,000)	\$ (150,000)	\$ (150,000)	\$ (150,000)	\$ (150,000)
<b>TOTAL</b>	<b>\$ 440,520</b>	<b>\$ 453,988</b>	<b>\$ 467,804</b>	<b>\$ 482,092</b>	<b>\$ 496,697</b>
Note: Budget assumptions-					
2% annual increase, except health insurand and fuel which was increased 5%; Some items reflect no increase such as legal, computer, grant match.					



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**Consolidation Financial Analysis – Capital**

If the Plover and Whiting Fire Departments consolidated, the annual operating cost savings are small as shown above, which makes consolidation of the Departments less attractive. However the Whiting fire equipment is aging and will be in need of replacement in the near future.

If the two departments consolidated the purchase of very expensive fire trucks would be shared, resulting in significant savings to both municipalities. For example, the cost of a new engine is approximately \$400,000. If the Whiting Fire Department remains independent, and purchases a new truck, its cost would be \$400,000. However, if this truck is purchased for a consolidated department and if the same funding formula is used for capital purchases as is proposed for operating costs, the cost to the Village of Whiting would only be \$38,558. This is a savings of \$361,442, as shown in the table below:

**Cost Sharing for Purchase of a \$400,000 Fire Truck**

Cost Distribution with Weighted Commercial Values							
	Residential EAV	Commercial EAV	Commercial 2X	Total Res/2X comm.	% EAV	Cost Distribution of \$400,000 Truck	Capital Savings
<b>Whiting</b>	\$ 82,520,900	\$ 21,870,400	\$ 43,740,800	\$ 126,261,700	9.64%	\$ 38,558	<b>\$361,442</b>
<b>Plover</b>	\$ 563,734,200	\$ 309,925,500	\$ 619,851,000	\$ 1,183,585,200	90.36%	\$ 361,442	<b>\$ 38,558</b>
<b>Totals</b>	\$ 646,255,100	\$ 331,795,900	\$ 663,591,800	\$ 1,309,846,900	100.00%	\$ 400,000	

Thus while the annual operating cost savings would be minimal for Whiting, the net savings between operations and capital purchases could be significant. Taken together, consolidation becomes very financially attractive for both municipalities.

**Analysis of Shared Services Opportunities**

Fire department consolidations typically take two forms. The first is a total consolidation of two distinct governmental units into a single department. In this case, all employees and equipment are combined and transferred to a new entity with services provided, and the department managed by the new entity. Policy and oversight is provided by an independent board with representation typically from each of the participating villages.

Full service consolidation is very generally pursued in order to achieve two goals:

- Reduced or avoid costs; and
- Improved service level (or at least the same level of service).

The second approach is a functional consolidation (i.e. shared services) of work units or activities between departments; however, the current departments continue to exist. Under this form of consolidation, certain services are consolidated such as purchasing, training, policy development and in some instances key personnel. The existing departments continue to be



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the actual service providers. Plover and Whiting have been, and are currently performing as a consolidated department with the Metro agreement.

### **MANAGEMENT SUMMARY**

Next to life safety, incident stabilization, and property conservation, efficiency & effectiveness in providing an excellence in service that meets the needs of the Whiting and Plover communities must be an overriding concern. A constant and consistent level of service, a more secure and stable funding formula, uniform level of training, and the elimination of duplication of services, are the desired benefits of a consolidation.

The Village of Whiting and Plover have been experiencing residential growth, more vacationers utilizing local highways and roads, residential development, and an aging population (baby-boomers) within the last five years. The growth pattern has created a significant demand for enhanced protective services. However, the current municipal and village budgets are under significant constraints due to the state deficit. It is commonly understood that the diminishing tax resources need to be utilized in the most efficient manner.

There are increasing state and federal mandates to meet safety standards. There are also increasing public demands for accountability and justification for the funding of traditional programs.

### ***Consolidation Benefits***

As a result of a total consolidation, the Villages, citizens and departments would realize significant tangible benefits through consolidation. These tangible benefits would include:

- Providing a long-term approach for the departments to use as a planning guide for budgetary and operational considerations. This approach improves efficiencies by reducing repetitive processes and provides for structured management for the fire service.
- Improves the confidence and abilities of emergency response personnel to handle emergency incidents by providing coordinated training, management, organizational structure and technology. This will enhance trust each firefighter has for the other.
- Improves coordination of information between the emergency agencies and outside agencies, such as adjacent townships, highway maintenance, public works, law enforcement, and utility departments.
  - Use of e-mails, letters, follow-up forms, MOUs, and train together.
  - Update current website.



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- Improved coordination and productivity during major incidents and disasters with all involved agencies, including the on scene command posts, emergency management and emergency operations centers.
- Reduces potential liability due to improved response coordination and enhanced potential ability to meet accepted national standards. These standards are nationally recognized in the courts. Furthermore, by meeting these standards, the comfort level of citizen's increases and complaints diminish.
- The Department would receive service quality improvements through continuous self-assessment by managerial and supervisory staff. The consolidated agency will have the capability to identify and correct deficiencies and build on strengths. The Department will be assured of utilizing best practices which results in a high level of community pride and citizen support.
- Improved coordination, management and responsiveness to preventative maintenance and repairs of emergency vehicles and provides increased familiarity of NFPA standards relating to emergency response vehicles.
- Improved emergency management and National Incident Management System (NIMS) coordination and implementation which is imperative for major incident responses and to maintain federal grant eligibility.
- Donations/New funding options – Solicit more donations by providing advertising for the Department.
- Improves coordination of Fire public education activities and allows for focused delivery of education to the citizenry.
- Improved human resource and personnel management and coordination within the current federal and state employment regulations.

### ***Governance Structure***

An important concern expressed by elected and appointed municipal officials throughout this study has been the need for accountability to manage fire services, and to make sure it is responsive to citizens' needs. A comprehensive intergovernmental agreement between the two Villages would provide the necessary policy oversight. Its various functions would include, but not limited to:

- Appoint the Fire Chief
- Budget development
- Approval of the annual budget (which is submitted to the municipal boards for funding)
- Approval of the funding formula and cost distribution between Villages and any amendments thereto



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- Provide financial oversight of the budget administration
- Annually evaluate the Chief's performance and determine his/her compensation
- Approve mutual aid agreements
- Determine levels and kinds of Fire and EMS services to be provided by the Department.
- Establish Fire and EMS policies, working with the Fire Chief
- Provide for formal citizen feedback/complaint procedure.
- Policy oversight
- Other actions as may be appropriate for the efficient operation of the department

The draft intergovernmental agreement found at the end of this report should be useful to the Villages as a starting point to develop a final workable agreement between the two.

### ***Consolidation Challenges***

There are some significant issues which will need to be addressed in the potential consolidation of the Plover and Whiting Fire Departments. These issues are part of the current administrative and cultural environment of the villages and the fire departments.

- Cultural change to support one department needs to occur with only one chief in control. The new Fire Board would be responsible to appoint the fire chief.
- Merging of Administrative Staff – The consolidated fire department will need some administrative support to accomplish required duties and responsibilities. The utilization of existing administrative staff will allow a continuity of services to the combined fire district.
- Loss of Status for Some – The combined fire district will have a finite number of managerial and supervisory positions. As there is some duplication of senior management positions between the two existing departments, a thoughtful and sensitive acknowledgement of past accomplishments must be objectively balanced against the managerial needs for the combined agency. Also, new positions will be created giving individuals different opportunities (EMS training officer, etc.).
- Difference in Operating Procedures – The differences in standard operating procedures, policies and practices will have to be modified into a cohesive and “most effective procedure standard.” The fire district's chief will be responsible for consolidating, training and implementing a common set of rules and standards for the combined department.
- Authority and Responsibility – The duties and responsibilities required to effectively manage a joint fire district must be clearly outlined. Each of the duties and responsibilities must be tasked to a specific managerial position. Commensurate



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authority must also be given to each managerial position in order to accomplish the tasks outlined.

- Standardization of equipment – The initial equipment inventory of a consolidated fire district will, by default, be an assemblage of existing equipment. One of the initial duties of the fire district's chief will be a complete inventory of all available equipment. The next step will be the development of a strategic plan for replacing obsolete equipment, equitable distribution of adequate equipment and a ten-year plan for equipment replacement.
- Difference in Philosophies – There may be some minor/major internal cultural differences in how each department is managed and operates. The consolidated fire district chief will need to establish a departmental mission statement and hold all department officials and staff accountable to the cultural standard outlined in the mission statement.
- Determining how the district Chief will be selected/appointed in the future – After the fire district board is appointed, its most important duty will be the selection of a fire chief. The board should set the expected standards for the chief officer and then proceed to identifying the appropriate steps for a selection process.

### ***Consolidation Procedural Elements***

- The existing fire chiefs should be jointly tasked with the creation of a long-term Strategic Plan which will address all of the components required to implement a fire district consolidation process.
  - The fire chiefs, and their managerial staff, should identify all of the key needs, issues, requirements, and constraints represented in a consolidation effort.
  - The chief should also develop goals and objectives to be achieved by a joint fire district department.
  - Finally, the chiefs should formulate an action plan which identifies how each element should be addressed and who will be responsible for accomplishing each task.
- The village boards should form and activate a fire district advisory group consisting of board members, employee representatives and other stakeholders to assist the fire chiefs in addressing all issues represented in the Strategic Plan.
  - From the advisory group, working groups of key stakeholders could be formed to develop specific elements of the plan.
- After the full Strategic Plan is prepared, the fire district advisory board will begin by implementing the initial elements of the plan



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- Until the official fire district board is fully established, the advisory group will monitor and support the steps of the implementation process.



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**Five-Year Departmental Goals, Objectives, and Performance Measures**

<b>Community Goal</b>	<b>Department Goal</b>	<b>Objective</b>	<b>Measure</b>
Safe Community	Effective Service	Meet Standards	Reduce Response Times
Marketing the Dept.	Community Outreach	Increase customer satisfaction	Feedback with questionnaires
Fire Prevention	Community Education Programs	Deliver life safety information to the public	Community involvement and feedback
Inspection Program	Have it Fire-based	Keep structures safe	Haz-Mat facilities, multi-families, and commercial structures inspections
Injury prevention	Reduce risks to firefighters	Develop Injury Plan/Protocol	Data on injuries and types
Staffing	Strengthen the workforce	Recruit and retain a diverse workforce	Measured by volunteer longevity
Leadership training	Prepare future leaders	Officer Development Program	Level of education and certifications
Creative funding	Diversify revenue sources	Solicit revenue sources from outside of the General Fund	Grants, donations, commercial inspection program, fire/EMS-based billing for non-residents
Equipment purchasing	Standardized and safe equipment	10-20 year Capital Plan	Coordinated purchasing to save tax dollars

***Emergency Medical Services***

While not a focus of this study, it is important for both communities to keep in mind the EMS first responder service provide to Plover/Whiting residents in coordination with the Portage County EMS service. There is no industry standard for staffing EMS departments such as identifying the number of EMTs required per 1,000 calls, for example. The workloads within the villages, on an average, indicate that there are an adequate number of EMTs to handle the current first responder call volume. Since a total consolidation is recommended, there would be no changes in the number of EMT first responders at this time.

A total consolidated fire district of the Village of Plover and The Village of Whiting should establish accountability for emergency medical services, within the district boundaries, with one commander having sole responsibility for the first responder program.



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**APPENDIX 1**

***ISO Split Class Rating***

The Insurance Service Organization (ISO) Rating measures the major elements of a community's fire suppression system and develops a numerical grading called a Public Protection Classification or ISO Rating.

To determine a community's Public Protection Classification (PPCTM), ISO conducts a field survey. Expert ISO staff visit the community to observe and evaluate features of the fire-protection systems. Using a manual called the Fire Suppression Rating Schedule (FSRS), ISO objectively evaluates three major areas:

- **Fire alarm and communications systems**  
a review of the fire alarm system accounts for 10% of the total classification. The review focuses on the community's facilities and support for handling and dispatching fire alarms.
- **Fire department**  
a review of the fire department accounts for 50% of the total classification. ISO focuses on a fire department's first-alarm response and initial attack to minimize potential loss. Here, ISO reviews such items as engine companies, ladder or service companies, distribution of fire stations and fire companies, equipment carried on apparatus, pumping capacity, reserve apparatus, department personnel, and training.
- **Water supply**  
a review of the water-supply system accounts for 40% of the total classification. ISO reviews the water supply a community uses to determine the adequacy for fire-suppression purposes. We also consider hydrant size, type, and installation, as well as the inspection frequency and condition of fire hydrants.

After completing the field survey, ISO analyzes the data and calculates a PPC. The grading then undergoes a quality review. The community will receive a notification letter identifying the new PPC. ISO also provides a hydrant-flow summary sheet, along with the classification details and improvement statements. The classification details summarize each subcategory and indicate the total points the community earned. The improvement statements indicate the performance needed to receive full credit for the specific item in the Schedule, as well as the quantity actually provided.

Some of the items that I.S.O. reviews are: Dispatch: number of 9-1-1 operators working on duty; number of 9-1-1 phone lines coming in; and area covered by dispatch. Fire Department: Pumping capabilities; aerial ladder capabilities; hours of training provided and attended by members; response by members per call; commercial fire pre-planning; number of fire stations for the community boundary served; hose and pump testing; and more. Village: Available



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water storage capacity; water main and fire hydrant size throughout the village; hydrant testing and more.

Most insurance companies use ISO's PPC codes in establishing premiums for both commercial and residential property policies. In general, insurers develop their rating systems such that the better the PPC at a given property, the lower the insurance rate will be. For more information about the ISO Ratings/ Fire Suppression Rating schedule please visit: the [ISO Mitigation Online Website](#).

State Farm provided some examples of the actual effect the ISO ratings will have on identical homes located in three areas with PPC ratings of 4, 5, and 6. A home with a \$150,000 value was used to compare the annual rates for fire insurance.

**ESTIMATED HOMEOWNER'S INSURANCE  
WITH DIFFERENT ISO/PCC RATINGS**

<b>PPC Rating 4</b>	<b>PPC Rating 5</b>	<b>PPC Rating 6</b>
\$1,427.00 Total annual premium	\$1498.00 Total annual premium	\$1568.00 Total annual premium

An **ISO split class** rating of 3/9 means all properties located within five road miles of a recognized responding fire station and within 1,000 feet of a fire hydrant receive the class 3. Properties located beyond 1,000 feet of a fire hydrant receive the class 9. When properties are located more than five road miles from a recognized responding fire station, class 10, or unprotected, applies



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**APPENDIX 2  
MODEL INTERGOVERNMENTAL AGREEMENT**



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**ARTICLE I: PURPOSE**

The purpose of entering into this agreement by the Villages of Plover and Whiting Village Boards (hereinafter, "Municipalities") shall be to continue to provide fire and rescue protection by a joint Fire Department for all persons and properties located within the area described below and consistent with intergovernmental cooperation as described in s. 66.0301, Wis. Stats.

It is the common belief of the participating Municipalities that greater protection against fire losses within the area described below can be secured by the joint ownership and operation of fire equipment and emergency medical service equipment and that a more effective Fire Department can be promoted by the joint and mutual cooperation of the Municipalities (as defined herein), and that the cost of protection can be more equitably shared.

The governing bodies of the Municipalities (as defined herein), in regard to the operation of the Fire Department, Fire Board and Fire Commission (as defined herein), only reserve to themselves the duties and responsibilities as outlined herein.

**ARTICLE II: CREATION OF FIRE DEPARTMENT AND FIRE BOARD AND FIRE COMMISSION**

A. Fire Department. The Municipalities hereby establish a joint municipal fire department as a department of the Municipalities, which shall be known as the Plover /Whiting Fire Department (hereinafter "Fire Department" or "PWFD").

B. Fire Board. The Municipalities hereby establish a joint municipal fire board as an agency of the Municipalities which shall be known as the Plover/Whiting Fire Board (hereinafter "Fire Board").

C. Fire Commission. The Municipalities hereby establish a joint municipal fire commission pursuant to Sections 61.65 and 62.13 Wis. Stats. as an agency of the Municipalities, which shall be known as the Plover/Whiting Fire Commission (hereinafter "Fire Commission").

**ARTICLE III: BOUNDARIES**

A. Area. The area that shall be served by the Fire Department shall consist of the following on the date hereof:

- Village of Whiting: entire incorporated area.
- Village of Plover: entire incorporated area.

The Department may also provide fire and rescue services to other areas either through mutual aid or through separate contractual agreements as approved by the Fire Board.



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B. Modifications to Area. The boundaries of the areas may be changed from time to time upon recommendation of the Fire Board and approval by the Municipalities.

C. Mutual Aid Agreements – A certified letter will be mailed to all mutual aid departments informing them of the merger. To the fullest extent allowed by law, the Municipalities intend for all mutual aid agreements currently in effect to continue in effect with the Fire Department assuming all obligations heretofore accepted by the Municipalities or previously existing fire departments of the Municipalities; and the Municipalities and Fire Department receiving the same benefit of the mutual aid agreements that the Municipalities and previously existing fire departments of the Municipalities would have received prior to entering this agreement.

D. Emergency Response and Transport Agreements – Agreements with other fire departments to assist with treatment of serious injuries and medical conditions on the scene, will continue.

**ARTICLE IV: FIRE DEPARTMENT**

A. Duties: The Fire Department shall be responsible for fire protection, rescue operations, water rescue, Haz-Mat, fire prevention and education, inspections, and such other duties as assigned by the Fire Board. The current agreement with Portage County for the provision of emergency medical services will continue.

B. Composition. The Fire Department shall be comprised as set forth in the rules and regulations of the Fire Department. No member of the Fire Board and no member of the Fire Commission may serve in any capacity on the Fire Department however.

C. Operational Policies. The Fire Department membership shall adopt rules and regulations for its control, management and government and for the regulation of its business and proceedings which, after adoption by the Chief and Officers of the Fire Department, shall become effective and operative upon approval by the Fire Board. Amendments of the same shall be adopted in the same manner.

D. Compensation. All compensation and benefits to be paid to the officers of the Fire Department and all other employees who are members of the Fire Department shall be determined by the Fire Board, all which must be specifically approved as part of the budget process.

E. Fire Chief. The Fire Chief shall serve as the liaison between the Fire Board and the Fire Department.

F. Emergency Management. The Fire Chief shall be designated as the Emergency Management Director, pursuant to Section 323.15, Wis. Stats., and would coordinate efforts for each of the Municipalities.

**ARTICLE V: FIRE BOARD**



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- A. Duties. The Fire Board shall be responsible for overseeing the operation of the Fire Department and shall have the specific duties and responsibilities set forth herein.
- B. Composition. The Fire Board shall be comprised of seven voting members. The Whiting Village President, with confirmation by the Whiting Village Board, shall appoint three members. The Plover Village President, with confirmation by the Plover Village Board, shall appoint three members. The members so appointed must be residents of the Municipality from which they are appointed and can be Trustees of the Municipalities. They shall serve two year terms and may be reappointed. The seventh member shall be appointed for a two year term, whose appointment shall be made alternately first by the Village of Plover and then by the Village of Whiting. The members shall not be members of the Fire Department in any capacity or Fire Commission members.
- C. Subsequent terms. Following the initial appointments, the terms of all Fire Board members upon appointment shall be for two (2) years commencing on January 1 of each year.
- D. Vacancies. When a voting member resigns or is removed from membership on the Fire Board as outlined in Section 17.13, Wis. Stats., or other applicable laws, the affected Village President shall appoint an appropriate person to fill such vacancy for the remainder of the term, subject to confirmation and the restrictions as set forth above. All Municipalities shall be notified when a new board member is appointed to fill a vacancy.
- E. Officers.
1. Election of officers. At its first meeting after its creation and after its first meeting after January 1 each year, the Fire Board shall choose from its members a President to preside at its meetings, a Vice President to act in the absence of the President and a Secretary/Treasurer.
  2. Bond. All members signing checks shall furnish a bond, the cost of which shall be included in the annual budget, in such amount as shall be required and approved by the Fire Board which shall be adequate to cover the funds entrusted to his/her care.
  3. Duties.
    - a. **President.** The President shall:
      - (1) Preside at all meetings of the Fire Board;



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- (2) See that all orders and resolutions of the Fire Board are carried out;
  - (3) Execute all contracts and agreements and approve the bill list as duly authorized by the Fire Board;
  - (4) Initiate the audit process pursuant to subsection (M) and submit a complete and detailed report of the financial condition of the Fire Department to the Municipalities on or before June 1 of each calendar year for the previous calendar year;
  - (5) Report to the Fire Board all matters within the President's knowledge regarding the Fire Department;
  - (6) Communicate with the Municipalities as reasonably requested and needed. Municipalities may receive copies of communications between the President and any of the Municipalities on request, and no such communications shall be confidential between the President and any single Municipality;
  - (7.) Countersign checks as required by the Fire Board policies;
  - (8) Prepare meeting agendas.
  - (9) Perform such additional duties as may be prescribed by the Fire Board.
- b. **Vice President.** The Vice President shall:
- (1) Discharge the duties of the President in the event of the President's absence or disability; and
  - (2) Perform such additional duties as may be prescribed by the Fire Board.
- c. **Secretary/Treasurer.** The Secretary/Treasurer shall:



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- (1) Countersign all checks after the same have been signed by the Fire Chief or Fire Board President, if checks have not been signed by both.
- (2) Keep a correct and complete record of all of the proceedings of the Fire Board;
- (3) Keep an accurate account in accordance with generally accepted accounting practices (GAAP) of all monies received and disbursed;
- (4) Provide a financial report to the Board monthly or as requested by the Board;
- (5) Distribute agendas to members and media;
- (6) Perform all general duties which are incidental to the offices of the Secretary/Treasurer subject to direction of the Fire Board.

D: Compensation. No salary shall be paid to the Fire Board members either as officers or as members.

E. Meetings.

1. The Fire Board shall hold meetings as necessary as determined by the President at a place, and at a time, to be fixed by the Fire Board for transacting such business as may require their attention. Special meetings of the Fire Board may be held whenever called by the Secretary/Treasurer upon direction of the President or upon written direction of three members of the Fire Board or upon written direction of the Municipalities. The Clerks of the Municipalities shall be notified of any regular or special meetings at least seven (7) days prior to the same, except for any emergency special meeting, in which case the Clerks of the Municipalities shall be notified before such meetings are held. The Fire Board shall keep a written record of its proceedings, which shall be transmitted in a timely manner to all Municipalities, members of the Fire Board, Fire Commission and the Fire Chief.
2. Quorum: Four members present constitute a quorum as long as at least two members from each Municipality are present. Four members must vote in favor of a motion for it to be adopted.



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3. The Chief shall report to all Municipalities at a frequency determined by the Fire Board.
  
  4. Notice: All meetings of the Fire Board shall be properly noticed as prescribed in Section 19.84 of the Wisconsin Statutes and, except as provided in Section 19.85 of the Wisconsin Statutes, all meetings of the Fire Board shall be open to the general public.
- F. By-Laws. The Fire Board shall adopt rules, policies and by-laws as it deems necessary for its control, management, disbursement of funds, and governance and for the regulation of its business and proceedings.

H. Budget.

1. Fire Department Budget.
  - a. The Fire Chief (hereinafter "Chief") shall submit the proposed budget for the Fire Department not later than August 1 of each year to the Fire Board for the next fiscal year beginning January 1. Such budget shall set forth on a line by line basis the items of revenue and operating and capital expenditures of the Fire Department. Upon receipt of the same, a special meeting or meetings shall be called by the Fire Board to discuss, amend, enlarge or reduce the various items of the proposed budget and to make a final recommendation to the municipal governing bodies. In the event the Chief does not submit a budget by August 1, then the Fire Board shall prepare the same. The Fire Board shall submit a budget to the Municipalities no later than September 15, and if the Fire Board fails to do so, the budget, as submitted by the Chief, shall be submitted to the Municipalities. The budget shall then be reviewed by a joint meeting of the Fire Board, the Municipalities and the Chief or his/her designee for the purpose of discussing and considering said budget, including any reductions thereof or additions thereto prior to the adoption thereof by the Municipalities. Said joint meeting shall be held between September 15 and October 15 each year. The Fire Board shall not have taxing powers. All funding and expenditures in the budget must be authorized and approved by the Municipalities. A final budget shall be adopted by the Municipalities no later than December 1 as part of the regular municipal budgeting process of each year. If the Municipalities do not adopt identical budgets for the Fire Board for the upcoming year by December 1 of each year, the last budget, less amounts budgeted specifically in the last budget for capital



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expenditures, approved by the Municipalities shall be deemed to be adopted by the Municipalities for the next calendar year.

- b. For the particular purpose of presenting the proposed budget and for the additional purpose of acting as an advisor to the Fire Board, the Chief or his/her designee shall serve as the only representative of the Fire Department membership, and all requests, suggestions, advice and problems shall be presented to the Fire Board by the Chief or his/her designee who shall in all respects represent the Fire Department membership. The Fire Chief and/or his/her designee(s) shall be the sole representative(s) of the Fire Department to the Fire Board for the purposes of presenting and discussing the budget. Provided however, if a member has a complaint against the Chief, the complaint shall be filed with the President of the Fire Board.
- c. Operating and Capital Financing Formula (Distribution of Costs).
  1. Each Municipality's annual financial contribution to the Fire Department's operating budget shall be based on the following:

**Equalized Value:** The total budget contribution shall be shared among the Municipalities in proportion to each Municipality's percentage share of the total residential equalized valuation plus the Municipality's commercial equalized value multiplied times two. The values used shall be those as determined annually by the State of Wisconsin Department of Revenue.

- I. Expenditures. The Fire Chief is responsible for administering the annual budget for the PWFD and shall be accountable to the Fire Board for same. The Fire Chief shall present an itemized list of all invoices to be paid each month. The PWFD shall not pay any invoice until approved by the Fire Board, unless otherwise authorized in the Fire Board rules, and which are in accordance with the annual budget approved by the governing bodies. Notwithstanding the foregoing, at no time may the Fire Chief or Fire Board exceed, by any amount, the total budget, except as follows. Any expenditure over the annual budget must receive unanimous prior approval by the Municipalities.
- J. Property, Equipment and Supplies. The Fire Board shall have the power to purchase, lease, sell, and dispose of all of the property, equipment, apparatus, and supplies of the Fire Department, as authorized in the approved budget or as set forth in Section XI. Sale of equipment owned by Municipalities is set forth in Article VIII.



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- K. Assessment of Costs to End Users. The Fire Chief under the direction of the Fire Board shall have authority to bill end users for all assessments of costs of fire and rescue services, fire inspections, first responder services, and any other services performed by the Fire Department and shall be responsible for collecting the same. General policies regarding costs for such services shall be established in the rules, policies and/or by-laws of the Fire Board. The Fire Board shall be responsible for hearing and determining appeals of aggrieved persons respecting assessment of costs of such services. The Municipalities agree, upon request of the Fire Board, after reasonable attempts to collect the same by the Fire Board, to place on their respective tax rolls as special charges pursuant to Section 66.0627, Wis. Stats., all costs as determined by the Fire Board. Any monies collected hereunder shall be remitted to the Fire Board within forty-five (45) days of receipt of the same. Further, any monies collected under this section shall be shown as revenue of the Fire Board in the budget.
- L. Insurance. The Fire Board shall at all times keep in full force and effect insurance for the replacement value of the equipment and the participating Municipalities shall be named as additional insured's affording them full protection (less reasonable deductibles) against claims, casualties, losses, and liabilities occurring in operation of the Fire Department, and Fire Board, including insurance for the equipment referenced in Article IX as required by the leases contemplated therein, and provide the participating Municipalities with copies of the same.
- M. Audit. The Fire Board shall have a financial audit performed on an annual basis by an independent certified public accountant (or firm of certified public accountants.) The results of the audit must be transmitted to the Municipalities no later than June 30 of each year for the preceding fiscal year.
- N. Excess Funds.
1. Surplus Funds – Budgeted funds unspent at the end of the year shall be retained by the Department. Surplus funds may be used to fund shortfalls in future budgets or for capital purchases. Surplus funds shall be shown on the annual budget request, and in the budget approved by the participating Municipalities. If the department terminates, these funds shall be returned to the Municipalities using the current years financing formula.
  2. Capital Equipment Fund – To be established and budgeted for annually.
  3. The Municipalities shall retain any and all monies received from the State and/or Federal Government for any purposes (except as set forth below). All other fire programs as authorized by the Fire Board upon which monies are received (including charges to end users, 2% fire dues, grants, and monies received from the State of Wisconsin for a highway call) shall go directly to the Fire Board and shall be shown as revenue of the Fire Department.



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- O. Legal Advice/Legal Fees. The Fire Board may retain its own attorney, if required. Said attorney may not represent any of the Municipalities or the Fire Commission.

**ARTICLE VI: FIRE COMMISSION**

- A. Duties. The Fire Commission shall have the duties as set forth by Section 61.65 and 62.13 of the Wisconsin Statutes, excluding the optional powers as set forth in Section 62.13(6), Wis. Stats.
- B. Composition. The Fire Commission shall be comprised of six (6) voting members. The Whiting Village President, with confirmation by the Whiting Village Board, shall appoint three (3) members. The Plover Village President, with confirmation by the Plover Village Board, shall appoint three (3) members. The members shall not be members of the Fire Board, Fire Department in any capacity, nor elected officials of the Villages. The members so appointed may also serve on the Police Commission.
- C. Terms.
1. Terms of the initial voting members shall commence in January 2012 and end as follows:
    - a. Two Whiting members – December 31, even years.
    - b. Two Plover members – December 31, even years.
    - c. One Whiting member – December 31, odd years.
    - d. One Plover member – December 31, odd years.
  2. Subsequent terms. Following the initial appointments, the terms of all Fire Commission members upon appointment shall be for two years commencing on January 1.
  3. Unfilled vacancies. When a voting member resigns or is removed from his/her membership on the Fire Commission as outlined in Section 17.13, Wis. Stats., or other applicable laws. The affected Village President shall appoint an appropriate person to fill such vacancy for the remainder of the term, subject to confirmation and the restrictions as set forth above. All Municipalities shall be notified when a new commission member is appointed to fill a vacancy.
- D. Officers. At its first meeting after its creation and thereafter at its first meeting after January 1 each year, the Fire Commission shall choose from its members a Chairperson to preside at its meetings and a Vice Chairperson to act in the absence of the Chairperson and a Secretary/Treasurer to keep a complete record of all proceedings of the Fire Commission.
- E. Meetings.
1. Regular and Special. The Fire Commission shall hold meetings at the call of the Municipality, Fire Board, Chairperson, Vice Chairperson, or Fire Chief. The Clerks of the Municipalities and Secretary/Treasurer of the Fire Board shall be notified of any special meeting before such meeting is



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held. The Fire Commission shall keep a written record of its proceedings, which shall be transmitted in a timely manner to the Municipalities and Fire Board.

2. Quorum. Four members present constitute a quorum as long as at least one member from each Municipality is present.
3. Four members must vote in favor of a motion for it to be adopted. At least one member from each Municipality must vote in favor of the motion for it to be adopted.
4. Notice. All meetings of the Fire Commission shall be properly noticed as prescribed in Section 19.84 of the Wisconsin Statutes and, except as provided in Section 19.85 of the Wisconsin Statutes, all meetings of the Fire Commission shall be open to the general public.

F: Hiring.

1. Fire Chief. The appointment of the Fire Chief shall be made by the Fire Commission.
2. Assistant Chief. The selection of the Assistant Chief is subject to approval by the Fire Commission.
3. Captains. The Fire Chief shall select captains for each station, subject to approval by the Fire Commission.
4. Appointments and Promotions. The Fire Chief shall appoint subordinates subject to approval by the Fire Commission.

G: Disciplinary Actions Against Members. The Fire Commission shall be responsible for hearing and determining disciplinary actions against the Fire Chief and subordinates of the Fire Department pursuant to Section 62.13 of the Wisconsin Statutes.

I. Bylaws. The Fire Commission shall adopt rules, policies and bylaws as it deems necessary for its operation and business proceedings. Amendments of the same shall be adopted in the same manner.

J. Compensation. No salary shall be paid to the Fire Commission members.

K. Legal Advice/Legal Fees. The Fire Commission may retain their own attorney. The attorney may not represent any of the Municipalities or the Fire Board.



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**ARTICLE VII: PAYMENT OF BUDGETED EXPENSES**

Budgeted expenses of the Fire Board, Fire Commission and Fire Department shall be paid as follows: Without the necessity of billing for or receiving an invoice, each Municipality, as shown in the adopted budget, shall be remit quarterly payments to the Fire Board on or before January 10, April 10, July 10 and October 10 of each year.

If a participating Municipality fails to make all or any portion of any payment required under this Agreement in a timely manner, such Municipality shall remit to the Fire Board interest at the rate of one percent per month or any fraction of a month on the outstanding balance due.

Expenses that exceed the budget, as authorized herein, shall be paid within thirty days of billings.

**ARTICLE VIII: OWNERSHIP OF EQUIPMENT**

The Municipalities shall continue to own the equipment and apparatus used by the Fire Department that they owned at the time of entering this agreement. If equipment owned by a single Municipality is sold, the funds are returned to that Municipality. If equipment owned by a single Municipality and insured by the Fire Department is damaged or irreparable and is disposed of, the fire department shall reimburse the Municipality blue book value for the equipment determined by a competent appraiser appointed by the Fire Board, even though insurance may cover total replacement cost. Any new equipment purchased as a replacement shall be owned by the Fire Department with all Municipalities contributing their share using the funding formula.

The Fire Department equipment and apparatus purchased during the term of this agreement shall be owned by the Fire Department with all Municipalities as tenants in common, with each Municipality's share of ownership being equal to the percentage paid, respectively, of the total price paid by the two Municipalities. The Fire Board shall keep records showing the date and cost of each purchase of each piece of equipment and apparatus used by the Fire Department subsequent to the date of entering this intermunicipal agreement, and the amounts paid by each Municipality.

The Municipalities shall lease all such equipment and apparatus to the Fire Board at the cost of \$1.00 per year, and the Fire Board shall be responsible to maintain, repair, insure, use, and control all such equipment and apparatus. No equipment or apparatus shall be sold by the Fire Board without the prior approval of the Municipalities.

Although Municipalities will retain ownership of current equipment, the department will be responsible for their maintenance.

**ARTICLE IX: FIRE STATIONS**

The Fire Board and Fire Department shall keep the firefighting equipment in the fire stations as determined by the Fire Chief. Leases shall be entered into between the Fire Board and the Municipalities for the use of the space now occupied by the Fire Department until or unless the Fire Board determines otherwise. The initial rent under such leases shall be one dollar (\$1.00) per year per station until or unless the Fire Board determines otherwise.



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Maintenance and utility costs of any municipal owned buildings shall be paid by the Municipality that owns it. It is not the intention of this agreement to address the building of any new facilities. Substantial modifications and additions to current buildings that are chosen to be undertaken by any of the participating Municipalities will be paid for by the individual Municipality that owns it.

### ARTICLE X: AMENDMENTS

The Municipalities may alter, amend and/or rescind all or any of the provisions of this Intergovernmental Agreement; however, such changes shall not take effect until approved by the Municipalities.

### ARTICLE XI: TERMINATION

A. Agreement. This agreement shall take effect upon the effective date stated herein after the adoption by the governing body of each Municipality of a resolution approving the Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:

1. All Municipalities shall participate in this Agreement for a minimum of seven years.
2. After the expiration of the initial five year period, any Municipality wishing to withdraw from this Agreement may do so on at least two years written notice addressed to the clerk of each of the other Municipalities, provided however, that no such notice be given until expiration of the initial seven year period set forth in the prior paragraph.
3. Assets. In the event of the termination of this agreement, the Fire Board shall cause all of the assets it owns and the property owned as tenants in common by the participating Municipalities used by the Fire Department, to be appraised by competent appraisers, and the Fire Board is authorized to sell such assets to the Municipalities at the appraised value provided, however, that if more than one participating Municipality desires to purchase a particular asset, it shall be sold to the highest bidder. Assets shall be distributed using the Capital Equipment Fund Formula calculation. If termination is after 20 years from the date of this document and the Capital Equipment Fund Formula is no longer valid, the Operations Funding Formula shall be used. Any piece of equipment owned by the participating Municipality shall be returned to that Municipality. Failing to dispose of such assets to the Municipalities, the Fire Board is authorized to sell or dispose of the remaining assets at the best price obtainable therefore. Sale of the assets may not commence prior to four months before the Dissolution Date. No delivery of any asset to the purchasing party may occur until the Dissolution Date.



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4. Remaining Funds. In the event of termination, the Fire Board shall pay all outstanding liabilities and obligations first. The proceeds from the sale of property owned as tenants in common by the participating Municipalities, net of costs of appraisal and costs of sale (if any), shall be divided in proportion to each respective Municipality's ownership interest therein on a property by property basis. Lastly, all remaining funds of the Fire Board shall be divided between and paid to the Municipalities in proportion to the then current year Financing Formula percentages set forth in Articles V (H)(1)(c).

**ARTICLE XII: ADDITIONAL PROVISIONS**

A. Binding Effect. The terms and provisions of this Agreement shall be binding upon and shall be beneficial to all of the parties hereto and their permitted 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, in its sole discretion, which cannot be unreasonably withheld, of the other party.

B. Rules of Construction. The captions in this Agreement are inserted only as a matter of convenience and in no way affect 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 hereof.

C. Choice of Law and Severability. This Agreement shall be construed in accordance with the internal laws of Wisconsin. If any provision of this Agreement shall be contrary to the internal laws of Wisconsin or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of this Agreement.

D. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto regarding the terms and operations of the Fire Department, Fire Board, and Fire Commission, except for any amendments to this Agreement adopted in accordance with Article X hereof. This Agreement supersedes all prior and contemporaneous agreements, statements, understandings, and representations of the parties regarding the terms and conditions of the Fire Board, Fire Commission, and Fire Department, except as provided in the preceding sentence. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, 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.

E. Notices. All notices, requests, consents, or other communication provided for in or to be given under this Agreement shall be in writing, may be delivered in person, by facsimile transmission, by overnight courier, or by mail, and shall be deemed to have been duly given and to have become effective (i) one day after having been delivered in person or by facsimile, (ii) one day after having been delivered to an overnight courier, or (iii) three days after having been



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deposited in the mails as certified or registered mail, all fees prepaid, directed to the parties or their assignees at the following addresses (or at such other address as shall be given in writing by a party hereto): **Village Clerk, Village of Whiting, with a copy to the Village President; and Village Clerk, Village of Plover, with a copy to the Village President.**

F. Expenses. Except as otherwise specifically provided in this Agreement, the parties shall pay their respective expenses and costs incurred or to be incurred in negotiating and carrying out the terms of this Agreement, including without limitation all of their respective attorneys' fees.

**ARTICLE XIII: ADOPTION OF ORDINANCE**

The Municipalities will repeal any respective ordinances creating the heretofore existing fire departments serving such Municipalities, and adopt this Intergovernmental Agreement for purposes of creating the Plover/Whiting Fire Department, and Plover/Whiting Fire Commission.

**ARTICLE XIV: EFFECTIVE DATE**

This agreement is effective immediately upon full execution of the parties, subject to the following. The Fire Department described herein shall be in existence with full authority at 12:01:01 a.m. on January 1, 2012. The Fire Board described herein shall be in existence with full authority immediately upon full execution of this agreement, following the appointment of the Fire Board as described herein. The Fire Commission described herein shall be in existence immediately upon full execution of this agreement, following the appointment of the Fire Commission as described herein, for the limited purpose of preparing for the timely full implementation, and shall have full authority at 12:01:01 a.m. on January 1, 2012.

**VILLAGE OF PLOVER**

**VILLAGE OF WHITING**

\_\_\_\_\_  
Village President  
Dated this \_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Village President  
Dated this \_\_\_ day of \_\_\_\_\_, 2011

ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk  
Dated this \_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Village Clerk  
Dated this \_\_\_ day of \_\_\_\_\_, 2011