

**AGREEMENT BETWEEN TOWNS OF LAGRANGE, SUGAR CREEK
AND LAUDERDALE LAKES LAKE MANAGEMENT DISTRICT (3/6/24)**

WHEREAS the Towns of LaGrange and Sugar Creek each are a body corporate existing pursuant to the laws of the State of Wisconsin, and

WHEREAS the Lauderdale Lakes Lake Management District (hereafter "the Lake District") is a Public Inland Lake Protection and Rehabilitation District authorized to operate a water safety patrol pursuant to the provisions of Wisconsin Statute Section 33.22 (Wisconsin Statutes of 2007-2008 and as may be amended from time to time), and

WHEREAS the Towns of LaGrange and Sugar Creek have and do wish to enter into an agreement with the Lake District to allow the Lake District's Water Safety Patrol to enforce the pertinent laws, statutes and ordinances on the waters of Lauderdale Lakes and Pleasant Lake and the parties desire to facilitate the ongoing patrol of the waters of said lakes,

NOW THEREFORE the parties, pursuant to action taken by each by its own governing board, agree as follows:

1. The Town of LaGrange requests that the Lake District Water Safety Patrol (hereafter the "Water Patrol") perform the following law enforcement functions upon the waters of Pleasant Lake lying within the Town of LaGrange: enforce Town of LaGrange ordinances adopted pursuant to Secs. 30.50 30.80 Wis. Stats. and Secs. 30.50-30.80 Wis. Stats., until such time as this agreement may be terminated.
2. The Towns of LaGrange and Sugar Creek request that the Water Patrol perform the following law enforcement functions upon the waters of Lauderdale Lakes lying within the Towns of LaGrange and Sugar Creek: enforce Town of LaGrange ordinances adopted pursuant to Secs. 30.50 30.80 Wis. Stats. and Secs. 30.50-30.80 Wis. Stats., until such time **as** this agreement may be terminated.
3. The Town of LaGrange contracts with the Lake District for the Water Patrol to enforce the Town of LaGrange ordinances relating to parking regulations for areas near and surrounding Pleasant and Lauderdale Lakes in the Town **of** LaGrange, and ordinances relating to Pleasant Lake Park in the Town of LaGrange.
4. In the course of their normal patrol activities, the Water Patrol will, in addition, make note of piers in the Town of LaGrange upon Lauderdale Lakes which appear to violate the Town of LaGrange Pier Ordinance and shall report such to the person or entity serving in capacity as "Pier Inspector" under the Pier Ordinance.
5. The parties further agree to the following terms of this agreement:

A. PROPERTY

The Town of LaGrange will provide, and authorizes the Water Patrol use of the following property and equipment owned by the Town:

Boat, motor, trailer and boat lift. ,

Boat house, shared with the fire department rescue boat,

Portable radios and base unit,

Radar speed gun, and,

Any additional equipment owned by the Town that may be provided to the Water Patrol for their use as reflected in the Water Patrol inventory listing.

The Lake District shall report all damage or loss of the Town of LaGrange's property to the Town within 7 days of damage or loss.

The Town of LaGrange shall make the boat house available for use by the Water Patrol and shall pay the utility bills and perform and pay for maintenance of the boat house for all use.

The Lake District shall perform and pay for all maintenance of the Town of LaGrange's property listed above, except for the boat house, and shall bill the Town of LaGrange for all expenses for repair and maintenance of Town of LaGrange equipment listed above.

In the event that any of the Town of LaGrange's property used by the Lake District is lost or damaged, it shall be the option of the Town Board to replace, repair or not replace or repair such property with proper consideration given to the necessity of replacing or repairing said equipment for execution of the responsibilities of this agreement by the Water Patrol.

The Lake District shall use the following property and equipment that it owns for the Water Patrol:

Boats, motors and trailers,

Office space at Lauderdale Lakes Community Center or other Lake District owned building.

Storage space at the Lauderdale Lakes Maintenance Building,

Piers, boat lift and fuel cart,

Golf cart,

Required and necessary equipment on the boats including, but not limited to:

Portable radios and base unit,

Radar speed guns,

Defibrillators,

Binoculars,

Cameras,

Necessary office equipment including, but not limited to:

Computers,

Fax/printer,

Overhead projector,

Internet access, and,

Any equipment acquired by the Lake District subsequent to the effective date of this agreement determined necessary or reasonable by the Lake District for the execution of the responsibilities under this agreement by the Water Patrol.

In the event that the Lake District's property listed above is lost or damaged it shall be the option of the Lake District Board to replace, repair or not replace or repair such property giving proper consideration to the necessity of replacing or repairing said equipment for execution of the responsibilities of this agreement by the Water Patrol.

B. INSURANCE AND LIABILITY

Both the Town of LaGrange and the Lake District shall maintain property insurance in the amount of the value of the property with a reasonable deductible.

The Lake District shall obtain and maintain liability insurance in a minimum amount of \$2 million per occurrence and name the Town of LaGrange as an additional insured.

All parties agree to cooperate with each other and the appropriate insuring company as to any claim.

The Lake District shall obtain and maintain workers compensation insurance in an amount required by the State of Wisconsin.

C. FUNCTIONS

Oversight of the Water Patrol shall be undertaken by the Lake District Board of Commissioners. All members of the Water Patrol shall be selected by and be employees of the Lake District. Said employees shall not be considered to constitute a police department for either the Lake District, or Towns of LaGrange or Sugar Creek.

Water Patrol officers shall perform patrol duties as set forth in Sections 1 and 2 above and search and rescue, excluding administrative work, for a total between 1,800 and 2,500 hours from May 1st through October 31st, depending on the weather. Water Patrol will spend a minimum of 80 shifts patrolling Pleasant Lake per season. Pleasant Lake boat and lift will be operational on or before Memorial Day weekend.

As set forth in Sections 1 and 3 above the Town of LaGrange grants the Water Patrol authority to patrol and enforce ordinances at Pleasant Lake and Pleasant Lake Park and authority to enforce Town of LaGrange parking ordinances.

The Town shall notify the Water Patrol within 7 days of any new local ordinances as well as any changes to local ordinances which affect enforcement activities of the Water Patrol. Furthermore, the Town shall notify the Water Patrol in the same timely fashion of all water-related permits which are granted by the Town.

The Water Patrol officers shall ensure that Pleasant Lake is patrolled at varying hours in a manner that they determine to be an efficient use of their time.

The Water Patrol shall enforce Town of LaGrange parking ordinances at Pleasant Lake Park and at all Town boat launches.

The Water Patrol shall prosecute all citations including filing them in Circuit Court, making court appearances, prosecuting such violations by negotiation or trial, filing all warrants with CIB and processing all detainees.

The Water Patrol shall make note of piers that appear to violate the Town's Pier Ordinance and report those as outlined in Section 4.

The Water Patrol shall maintain all contracts necessary and proper to perform the functions of lake patrol including, but not limited to TIME system, dispatch with Walworth County and entering warrants in CIB.

The Water Patrol shall prepare the annual claim and report for the DNR including all documentation and shall also attend the annual audit.

The Water Patrol shall follow all laws, ordinances, statutes and administrative rules which govern its activities.

D. REPORTS AND DOCUMENTS

All documents including, but not limited to, personnel files, logs and time sheets, shall be made available to the Chairmen of the Towns of LaGrange and Sugar Creek at their written request (or their designated agents) for matters connected to the Water Patrol for the current patrol year and for any prior years for which records are available under the Lake District's document retention practices.

Upon request, the Water Patrol shall provide to the Town of LaGrange any reports filed with the DNR per their monthly reporting requirements and any reports filed with the Department of Justice at the same time such reports are filed with the state agencies. In addition, the Water Patrol shall provide a summary of the patrol activities of Pleasant Lake and the boat launches.

The daily Water Patrol logs will be made available to the Chairmen of the Towns of LaGrange and Sugar Creek (or their designated agents) within 7 days of making such a request.

A person with knowledge of the Lake District's Water Patrol operation shall appear in person or via conference call at the LaGrange Town's Safety Committee and/or LaGrange Town Board meetings at their request to discuss any concerns.

The Town Boards, Lake District and Water Patrol shall send copies of all adverse letters, complaints, warnings and reports within 7 days of receipt of such document to the Town of LaGrange and Lake District. Each will cooperate with the other to understand the nature and source of such communication and feedback.

E. COST SHARING AND PAYMENTS

As a means of current funding of the operations each year, the Town of LaGrange shall pay to the Lake District as a contribution toward the costs of the Lauderdale Lakes Water Patrol of an annual total of \$23,500 paid in 3 installments: \$10,000 on or about June 1st; \$10,000 on or about July 1st; and \$3,500 on or about September 1st.

In addition, the Town of LaGrange shall pay to the Lauderdale Lakes Lake Management District the actual patrolling services costs for Pleasant Lake.

The Lauderdale Lakes Lake Management District shall provide to the Town separate, monthly invoicing for the patrolling services for Pleasant Lake with explicit descriptions of hours spent, services provided and other log specifics.

A minimum of 80 patrol shifts on Pleasant Lake from May through September is required.

The Lake District will maintain records required by the DNR as outlined in Section D. The Water Patrol shall submit patrol expenses and documentation to the DNR as described under Section C and will supply same to the town upon request.

The Town of LaGrange will not be held financially liable for any DNR reimbursement shortfall or DNR reimbursement adjustment as a result of the Water Patrol's not meeting the DNR's citation performance metric or other performance metrics related to the Water Patrol. The Lake District will receive and retain any and all reimbursements from the DNR.

F. AMENDMENT OR MODIFICATION

The parties to this agreement may agree, in writing, to amend this agreement at any time.

G. DURATION

This Agreement is effective January 1, 20__ , and will remain in full force and effect until terminated by either party pursuant to Section H.

H. TERMINATION

This Agreement may be terminated by either the Town of LaGrange or the Lake District by giving the other party written notice on or before July 1st of the year preceding the calendar year for which such termination is to be effective.

I. WRITTEN NOTICE

Where written notice is required under this agreement, it shall be sent via certified mail with return receipt to the addresses listed below.

If written notice is required to the Town of LaGrange:

Chairman, Town of LaGrange
LaGrange Town Hall
P.O. Box 359
Whitewater, WI 53190

If written notice is required to the Lake District:

Chairman, Lauderdale Lakes Lake Management District
N7498 Country Club Drive
Elkhorn, WI 53121

If written notice is required to the Town of Sugar Creek:

Chairman, Town of Sugar Creek
Sugar Creek Town Hall
P.O. Box 287
Elkhorn, WI 53121

Dated: _____

Lauderdale Lakes Lake, Management District:

By _____

Attest: _____

Town of LaGrange:

By: _____

Attest: _____

Town of Sugar

By: _____

Attest: _____