

**TOWN OF LODI
SPECIAL TOWN BOARD MEETING MINUTES
DECEMBER 15, 2015**

1. Call to order & roll call: Board members present – Tom Marx, James Brooks, James Bechen, and Mark Vander Waal. Absent (excused) – Bob Benson.

2. Police Services Contract with City of Lodi Police Department (see ATTACHMENT A on Page 3):

Marx – I've called this special meeting is that James Brooks and I have met with the Columbia County Sheriff Dept. and the City of Lodi Police Dept. regarding police services to the Town of Lodi. After these discussions we're prepared to recommend the Town Board approve an agreement with the City of Lodi Police Dept. We'd like to have something in place so that it's effective 1/5/2016 but no later than Spring 2016. There's two ways we could go about this: (1) The board approve Brooks and I to work on an agreement with the City and approve it within the parameters of the bullet points; (2) The board approve Brooks and I to work on an agreement with the City and bring it back to the Town Board in January 2016 meeting for Town Board action.

Brooks – What we're looking for is random patrol for an average of 10 hours/week. When we talked to the Columbia County Sheriff Dept. they said they could give us a full-time deputy for \$130,000/year. We can't do that within our budgetary limits. The Columbia County Sheriff Dept. at first said they could come up with random patrol hours, but the billing became difficult to determine as to how much they'd cover in costs and how much they'd charge the town. The City of Lodi Police Dept. stated they can give us random patrol hours when they're not busy in the City of Lodi, and could provide ordinance enforcement for us also. Finally, when it came down to fine tuning and getting figures, hours, commitments the Columbia County Sheriff Dept. basically pulled out of being able to commit more than it normally does to the town. They don't have the staff to commit to extra for the town. Marx – the Columbia County Sheriff Dept. is talking about building a new building, and if that is done they would not be able to provide us more police protection with the staff they have.

Marx – the City of Lodi has been great to work with regarding this matter; Mayor Paul Fisk and Director of Administration Dona Newman, plus Police Chief Scott Klicko have worked hard to answer all our questions. Brooks – there's going to be a charge for fees. First it's \$50/hour for the police personnel time. We will have to keep a very watchful eye on billings for services provided by the City of Lodi Police Dept. But if we don't go with the City of Lodi Police Dept. we're back to only have the usual police services from the Columbia County Sheriff Dept. with no additional hours from them. Bechen – City of Lodi Police Dept. cost is \$50/hour x 10 hours/week x 52 weeks = \$26,000. We budgeted \$30,000, so there's enough to cover that.

Bechen - so who would have main jurisdiction over the town, Columbia County Sheriff Dept. or City of Lodi Police Dept.? Brooks – the Columbia County Sheriff Dept. always has jurisdiction over the City of Lodi Police Dept. in the town.

Bechen – re: the quarterly meetings stated in Attachment A, I don't think quarterly meetings is enough at first. I think we should have meetings the first 3 months at least monthly. Brooks – Marx and I were thinking meetings every 2 weeks to start with.

Brooks – we do have a problem with the Columbia County Sheriff Dept. telling us that if the town enters into a police agreement with another police department that they will respond to the major crime calls, but then will turn it over to the City of Lodi Police Dept. to carry through with it.

Bechen – I still think we need additional patrols on summer weekends, beyond the 10 hours/week if needed. Marx – the sheriff told us that they already aren't providing us enough service because we're at the furthest portion of the county. Brooks – so you're saying you want at least 2 hours every Friday and Saturday night from

Memorial Day to Labor Day being present in the town? Bechen – yes. So that should be specifically in our agreement.

Vander Waal – I can't picture the City of Lodi Police Dept. driving up and down every street and road in the Town of Lodi, are they able to keep track of a little time in the Town here, a little more time there, etc....? Brooks – yes, they can put down in their CAD system where they are, when, and for how long. Marx – when we had the discussion, we talked about sending out warning notices prior to involving law enforcement, from the Town Hall office, to residents when we learn of an ordinance violation.

Bechen – do we currently still have a contract with the Columbia County Sheriff Dept.? Brooks - Not for the additional hours, that just runs from Memorial Day – Labor Day, before and after that it's just the usual coverage for us being part of Columbia County.

Bechen – if we don't approve an agreement until the regular board meeting at the end of January would it run into part of 2016 – that wouldn't work with our budgeting. So can we have the agreement to run just until December 31st? Brooks – yes.

Vander Waal – the Town probably can't rebill for police services because they're supported by tax monies. So if you call 9-1-1 that dispatch will forward those calls to the City of Lodi Police Dept.? Brooks – it will depend upon who is closest. If the City of Lodi Police Dept. is closest then they will be the first to respond, and will bill us for their time.

Brooks – the City of Lodi Police Dept. will be primary, the Columbia County Sheriff Dept. will be the mutual aid. The Columbia County Sheriff Dept. will be expecting the City of Lodi Police Dept. to respond with them. Marx – that is wrong. Brooks – Columbia County Sheriff Dept. Chief Deputy Babcock said that's how it would be.

Vander Waal – in my experience with mutual aid in the fire department if there was a call in the town, often one of the first to respond was City of Lodi Police Dept. It's sounding like the Columbia County Sheriff Dept. is saying if the town contracts with City of Lodi Police Dept. they will be considered primary and the Columbia County Sheriff Dept. can “back off”. Brooks - I don't think we can answer that tonight, we need to find out the answer. Marx – I don't think we're going to get a 100% answer on that. At least for the initial period we're going to have to see how it works between the Columbia County Sheriff Dept. and City of Lodi Police Dept.

Bechen/Vander Waal motion to table this until we have as much information as we can get to resolve these issues and have a contract in hand and can meet in closed session and then return to open session to take action on the contract; MC 4-0.

Discussion before vote on above motion: Marx – by saying table it are you saying it's okay for Brooks and I to work on a contract with the City of Lodi Police Dept. and bring it back to the Board? Bechen - yes. Vander Waal – I think this is a positive thing for the Town, I think we've been shorted by the Columbia County Sheriff Dept. If you can work on details and get a clear contract from the City of Lodi Police Dept. this will be a plus for the town.

3. Adjourn: *Bechen/Vander Waal motion to adjourn at 6:18 PM; MC 4-0.*

April D. Goeske / tjm
Clerk-Treasurer

ATTACHMENT A
12/15/15 Special Town Board Meeting

City of Lodi and Town of Lodi - Development of Police Services Contract

A. City of Lodi Police Department Responsibilities: (10 hours/week on average)

1. Presence/Patrol
 - a. Random patrols
 - b. Traffic control
 - c. Observed statutory violations
2. Code Enforcement
 - a. For adopted Town ordinances
 - b. Report observed violations to Town
 - c. Check out reported violations as advised by Town
 - d. Issue citations as advised by Town
3. Response to Dispatch
4. Ordinary paper works and follow-up related to above activities
5. Court appearances by Officer to testify
6. Track time and activity in Town
7. Provide monthly reports and invoices
8. Continue to participate in mutual aid

B. Town Responsibilities:

1. Provision of adopted ordinances
2. Notice of ordinance violations occurrences on which to issue citations
3. Jail fees
4. Attorney and court costs
5. Additional costs incurred directly from patrol stops or court cases on behalf of Town
6. Payment to City of all monies received from the school district, businesses, and others for D.A.R.E. or other community policing programs
7. Timely payment of costs incurred

C. Columbia County Sheriff Department Responsibilities:

1. As provided in Wisconsin State Statutes
2. Mutual Aid

D. Agreement Terms:

1. One year
2. Cancellation by either party with 30 days written notice
3. Quarterly meetings