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**MEMORANDUM OF UNDERSTANDING  
&  
AGREEMENT**

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**BETWEEN:** Town of Howard, Town of Lafayette, Town of Hallie, Town of  
Wheaton

**AND:** Village of Lake Hallie

**FOR:** Joint Fire District

**DATED:** July 15, 2003

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The purpose of this Memorandum of Understanding and Agreement is to provide an agreement for the joint fire district serving the stated local governmental bodies.

This **AGREEMENT** is made by and between the Town of Howard, Town of Lafayette, Town of Wheaton, Town of Hallie and Village of Lake Hallie, Wisconsin, for intergovernmental cooperation in accordance with s. 66.0301, Wisconsin Statutes.

**WHEREAS**, the stated governmental bodies currently jointly operate the Chippewa Fire District, and

**WHEREAS**, the stated members wish to continue to provide fire and EMS services, and

**WHEREAS**, the joint fire district has the authority to hire and fire employees of the district, and

**WHEREAS**, the stated members wish to operate under a 66.030 agreement for the benefits provided under municipal statutes, and

**WHEREAS**, the provisions of Wisconsin Statutes, s. 66.030, authorizes agreements between municipalities for intergovernmental cooperation.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein, it is agreed between Town of Howard, Town of Lafayette, Town of Wheaton, Town of Hallie and Village of Lake Hallie, Wisconsin:

1. The name of the fire district is Chippewa Fire District.
2. The period of existence is of this agreement is perpetual or until such time as the

members agree to terminate such agreement.

3. The purpose of which this intergovernmental cooperation is organized is to establish and operate a joint fire/rescue department; emergency medical services, hazardous material response and other emergency and governmental services for the member governmental agencies.
4. The principal office of the district is located in the Village of Lake Hallie, Chippewa County, Wisconsin, with a mailing address of 13143 30<sup>th</sup> Ave, Chippewa Falls, WI 54729-7377.
5. Membership: The members of this fire district shall be Towns and Villages in the State of Wisconsin that originally authorize membership or thereafter are unanimously accepted as members by the fire commission.
6. Ownership: of all fire district property shall vest with the member towns, and villages, and cities under the control and management of the fire commission. The ownership is based on the percent of equalized value.
7. Commissioners: Each governmental member shall designate and appoint one of its Board Members annually to serve as a Commissioner of the fire district. Each Commissioner shall have one vote for each two hundred thousand dollars of equalized valuation (as determined in accordance with Section 70.61, Wis. Stat.). This voting method, based upon equalized value, shall apply to all matters of budget, disbursement, adoption and other amendments to the Member Operating Agreement. In other matters each Commissioner shall have one vote.
8. Proportionate Share: Contribution to the operating budget and acquisition of capital assets shall, at all times, be established on a proportionate basis based upon each member's equalized value in relation to the total equalized value of the fire district members. The accumulated capital account of each member shall be determined annually.
9. Termination of Membership
  - (a) Voluntary: A member may withdraw from the district effective December 31 upon giving notice in writing no less than 15 months prior thereto. The withdrawing member shall be entitled to distribution equal to 80% of its proportionate capital account in the district either in money or in kind as determined by the fire commission. The fire commission shall have the privilege of paying the withdrawing members in 5 equal annual installments commencing one year from the effective date of withdrawal without interest.
  - (b) Involuntary: The membership of any member may be terminated upon the unanimous vote of the remaining members without reason or cause. In the event of such termination the departing member shall be entitled to distribution in the manner provided for voluntary withdrawal.
  - (c) Appraisal: Any dispute which may arise with respect to the corporate assets for the purpose of withdrawal shall be referred to an appraiser of the remaining members and an appraiser of the withdrawing member and such appraisers shall select a third appraiser. The values determined by the appraisers shall be binding upon all parties with each party paying their respective appraiser and one half the third appraiser's cost.

10. **Dissolution:** Dissolution of the fire district may be affected by the unanimous vote of all members or as provided by law in which event the assets of the fire district in cash or in kind shall be distributed to the members on the basis of the proportionate capital contribution made by the members. Distribution on dissolution shall be exclusively to units of government for public purposes.
11. **Fire commission:** The number of commissioners shall be a like number as there are governmental members provided there shall at no time be less than three Commissioners. ( FIRE BOARD)
12. **Organization:** All assets of the fire district shall belong to the member in accordance with their proportionate contribution. The fire stations to be located in each town/village shall be built upon land owned by the respective town/village and the cost of construction of said fire station shall be borne by the respective member. The member shall own such land and improvement in fee and no part thereof shall be considered as assets of the fire district.
13. **Partial Fire District Member:** The fire commission shall establish a percentage of value to be applied to members in which not all of the governmental unit's geographic area is to be served by the fire district. The percentage of equalized, assessed value to be served shall be the basis of that members voting and proportionate contribution.
14. **Compatibility of Commissioners:** To insure a compatibility of Commissioners, the Commissioners shall have the right to disapprove one appointment each term to the Board from each member. The reasons for the disapproval need not be identified.
15. **Additional Members:** When application is made by towns, villages, or cities, not originally fire district members, for membership, the Fire Commissioners, by unanimous vote shall establish the proportionate contribution of the new members and any required amount they require for the capital account.
16. **Budget and Annual Meeting:** Prior to September 1 of each year the members shall certify to the fire district their appointed Commissioner for the forth coming year. The Commissioners as representatives of their member town, village, or city shall hold the Annual Meeting of the fire district before the first Wednesday of September of each year. The budget for the fire district shall be submitted to and approved by the Commissioners before the last Wednesday in October. The Secretary shall transmit a copy of the budget to each member identifying the proportionate share of each member. The Commissioners shall at the Annual Meeting elect the officers of the fire district. The Chairman of the fire district shall preside at all Fire Commissioners Meetings.
17. **General Powers:** The business and affairs of this fire district shall be managed by its Fire Commissioners who represent the governmental members. The initial number of Commissioners of this fire district shall be five, one representing each of the members. Each additional member governmental unit shall appoint a Commissioner. Each Commissioner shall hold office from April Board meeting to the following April Board meeting provided he shall serve until a successor shall have been elected by the governmental unit and such appointment duly certified to the corporation.
18. **Regular Meeting:** The fire commission will publish meeting notices as required by Wisconsin Statute 19.84 and/or 19.85.

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19. Removal and Vacancies Any governmental unit may at any time during the term, remove its Commissioner without cause and any vacancy that may occur shall be filled by another board or council member.
20. Substitution The Commissioners of the fire district may appoint a substitute to act in their stead for any regular or special meeting of the Fire Commissioners provided the substitute is a Board or Council member of the town, village or city he/she represents. The substitute Commissioner, when so acting, shall have all the powers of the regular Commissioner.
21. Officers The principal officers of the fire district shall be a Chairman, Vice-Chairman, a Secretary and a Treasurer, each of whom shall be elected by the Fire Commissioners. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Commissioners. Any two or more offices may be held by the same person, except the offices of Chairman and Secretary and the offices of Chairman and Vice-Chairman.
22. Election and Term of Office The officers of the fire district shall be elected annually by the Fire Commissioners at the Annual Meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and, shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.
23. Removal Any officer or agent elected or appointed by the Fire Commissioners may be removed by the Commissioners whenever, in its judgment the best interests of the fire district will be served thereby, but such removal shall be without prejudice to the contract rights, if any of the person so removed. Election or appointment shall not itself create contract rights.
24. Vacancies A vacancy in any of the principal officers because of death, resignation, removal, disqualification or otherwise, shall be filled by the Fire Commissioners for the unexpired portion of the term.
25. Chairman The Chairman shall be the principal executive officer of the fire district subject to the control of the Board of Commissioners. He/she shall preside at all meetings. He/she may sign, with the Secretary, any documents, contracts or instruments which the Board of Commissioners has authorized to be executed except in cases where the Board of Commissioners has expressly delegated the authority to the Chief or some other agent of the fire district and in general shall perform all duties incident to the office of chairman and such other duties as may be prescribed by the Board of Commissioners from time to time.
26. Vice-Chairman In the absence of the Chairman or in the event of his death or inability or refusal to act the Vice-Chairman shall perform the duties of the Chairman and when so acting shall have all of the powers of the Chairman.
27. Secretary The Secretary shall keep minutes of all Board of Commissioners meetings and provide a copy of said minutes to all Commissioners; he/she shall be responsible to

documents; he/she shall sign, with the Chairman, all legal documents requiring fire district signatures and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairman and the Board of Commissioners.

28. **Treasurer:** If required by the Board of Commissioners, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Commissioners shall determine. He/she shall: (a) have charge and custody of and be responsible for all funds and securities of the fire district; receive and give receipts for moneys due and payable to the fire district from any source whatsoever, and deposit all such moneys in the name of the fire district in such banks or other depositories as shall be selected by the Commissioners; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chairman or by the Board of Commissioners.
29. **Officers as Commissioners:** The persons serving as Chairman and Vice-Chairman shall be required to be Commissioners of this fire district. The persons filling all other offices need not be Commissioners of this corporation.
30. **Contracts:** The Board of Commissioners may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the fire district, and such authorization may be general or confined to specific instances.
31. **Loans:** No loans shall be contracted on behalf of the fire district and no evidences of indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Commissioners. Such authorization may be general or confined to specific instances.
32. **Checks, Drafts, etc.:** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the fire district, shall be signed by such officer or officers, agent or agents of the fire district and in such manner as shall from time to time be determined by or under the authority of resolution of the Board of Commissioners.
33. **Deposits:** All funds of the fire district not otherwise employed shall be deposited from time to time to the credit of the fire district in such banks, trust companies or other depositories as may be selected by or under the authority of the Board of Commissioners.
34. **Accounting period:** The fiscal year of the fire district shall begin on the 1st day of January and end on the 31st day of December of each year.

(SEAL)

Town of Howard

By: Vernon J. Schindler  
Town Chairman

By: Susan K. Haake  
Town Clerk

Dated this 7<sup>th</sup>

day of October, 2003.

(SEAL)

VILLAGE OF LAKE HALLIE

By: Don Belmann  
Village President

By: Andrea K. Olson  
Village Clerk

Dated this 13<sup>th</sup>

day of October, 2003.

(SEAL)

Town of HALLIE

By: James C. Mansfield  
Town Chairman

By: Andrea K. Olson  
Town Clerk

Dated this 20<sup>th</sup>

day of October, 2003.

(SEAL)

Town of Lafayette

By: Don E. Stoe  
Town Chairman

By: [Signature]  
Town Clerk

Dated this October 20, 2003

day of October, 2003.

(SEAL)

Town of Wheaton

By: Fred Anderson  
Town Chairman

By: Mark Christenson  
Town Clerk

Dated this 14<sup>th</sup>

day of October, 2003