

BOYCEVILLE COMMUNITY FIRE DISTRICT AGREEMENT

WHEREAS, the Towns of Tiffany, Stanton, Hay River, Sherman, and New Haven, and the Villages of Wheeler and Boyceville, all municipal corporations, desire to contract with one another, for fire protection in their respective municipal areas; and

WHEREAS, it is deemed to be to the mutual advantage of all the municipalities to have a definite agreement as to the charges to be made for fire incidents and for the maintenance and replacement of equipment.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Village of Boyceville, Village of Wheeler, and the Towns above mentioned, pursuant to authority granted by Section 60.29 (20) of the Wisconsin Statutes:

1. The Villages and Towns agree to form the Boyceville Community Fire District Board of Directors as follows:

Each member Municipality shall appoint a member of their respective Town or Village Board that will represent the interests of the Member Municipality on the Board of Directors.

The Board of Directors shall elect from their appointed members a Chairman and Vice Chairman. The Chairman shall facilitate all meetings of the Board and the Vice Chairman shall act as Chairman in the absence of the Chairman.

The Board shall be responsible for the following activities but not limited to:

- a. General oversight and operational management of the ambulance services in conjunction with the Department Chiefs.
- b. Monthly meetings as scheduled by the Board to review and approve all payments prior to any payments being made.

- c. Coordinate operations with the Department Chiefs.
 - d. Develop and propose an annual Budget for the full District approval.
 - e. Develop and maintain a 5-year plan of capital improvements identifying capital needs and projected costs for capital needs of the departments.
 - f. Propose and present the 5-year plan to the District yearly with the Budget submittal for approval by the full District.
 - g. Develop and propose options to ensure ongoing service levels for general operations and option to fund the capital improvements identified in the 5 year plans as approved by the District.
2. The Villages and the Towns agree to pay as standby charge the sums of money to be determined at the annual meeting of the District each year. The standby charge shall be determined in relation to the equalized value of each unit of government.
 3. The Boyceville Village Clerk-Treasurer shall maintain a separate set of books and a separate checking account entitled "Fire District Account", and shall make all collections and disbursements in connection with the Fire District from said account. The District shall pay a fee to the Village of Boyceville for this service in an amount to be negotiated at the July quarterly meeting. Each year during Budget approval the District shall review the method of accounting for the District and shall have the option of notifying the Village of Boyceville that the District will secure alternative methods for maintaining the District accounts beginning with the start of the next calendar year. The District shall be responsible for the costs associated with the accounting for the District.
 4. The Villages and Towns shall pay for each fire incident in their respective areas a sum of money to be determined by the rate set annually at the annual meeting and billings for these runs will be due and payable within 45 days.
 5. The Village of Boyceville shall provide the Village fire station to house the fire equipment. Should the District vacate the space for more than 60 days, the obligation to provide the space shall cease.

6. The District hereby agrees for and in consideration of the foregoing covenants hereinafter contained that it will:
 - a. Furnish fire equipment as mutually agreed and house the same at the Village fire station in the Village of Boyceville at a fee to be negotiated;
 - b. Maintain and keep in a good state of repair the engines and equipment, and carry public liability and such other forms of insurance as may be necessary for the protection of the property and firemen;
 - c. The District agrees that prior to any contemplated changes in equipment, either by adding to, replacing of, or trading of any fire engine or tender or specialized apparatus and the vehicles on which they are mounted, all members of this agreement shall be notified and consulted; each member shall vote by writing either pro or con for the contemplated change, and the majority shall rule. Any purchase shall be paid for by the parties to this agreement in shares to be determined in relation to the equalized value of each unit of government either up front or by annual assessment;
 - d. Answer all fire incidents from the rural areas included in this agreement promptly, as hereinafter provided;
 - e. The Boyceville Community Fire District agrees to send a sufficient number of personnel to each fire and emergency.
 - f. A separate accounting shall be kept showing all income and expenses, which shall include housing rental, maintenance of equipment, insurance and telephones in connection with the fire department, and the 2% insurance rebate, as well as all sums of money received by the Village of Boyceville Clerk-Treasurer, and all assessments and charges for all fire incidents;
 - g. The Village of Boyceville Clerk-Treasurer will get the equalized value of each unit of government from the Department of Revenue each year. The Village of Boyceville Clerk-Treasurer will get the equalized value of the part Towns from the Dunn County Land Assessor. The assessment for the Towns and Villages will be sent out in February of each year.
 - h. A quarterly meeting with a representative of each Town and Village and the Fire Chief shall be held in April, July and October of each year.
 - i. An annual meeting of the Towns and Villages shall be held on the fourth (4th) Tuesday of January each year at a time to be designated, to be held at the Boyceville Village Hall in the Village of Boyceville, Boyceville, Wisconsin, at which time the assessment charges, as well as the charges for the individual

fire incidents and other expenses shall be reviewed. A Chair of the District shall be elected at the meeting to serve for one year. The Chair shall have the responsibility and authority to approve payment of the monthly bills of the District.

- j. At the October quarterly meeting, the Towns and Villages shall go over the budget for the ensuing year. This proposed budget will be presented at the annual meeting in January of each year. It shall be open to discussion and amendment, and shall be ratified and adopted by a majority vote of the members at that meeting.

The Boyceville Community Fire District hereto pledges that it will continue to serve the area covered by this agreement to the best of its ability with only the following exception; that any of the Municipalities may request to detract from their given area or terminate their participation in this agreement upon eighteen (18) months notice to the District. Said notice shall be given by certified mail, and the area adjustment or termination request shall be presented at a meeting of all members of this agreement. In the event any municipality terminates this agreement, the terminating municipality shall be entitled to its pro-rata share of the cash on hand, less outstanding amounts payable to the fire account, pursuant to this agreement. The payments shall be made on the same basis as the payments for annual assessments.

The parties hereto do hereby represent that their respective governing bodies authorized the signing of these presents by an appropriate motion or resolution adopted at a regular or special meeting of their respective governing bodies with the understanding that it replaces all previous agreements.

THIS FIRE AGREEMENT FOR THE BOYCEVILLE COMMUNITY FIRE DISTRICT AREA SHALL BE REVIEWED AT ANYTIME AS DEEMED NECESSARY.

THIS AGREEMENT shall be effective on the 1st day of the month following approval of all Municipalities' Boards.

VILLAGE OF BOYCEVILLE

By: WTK 13 AUG 12
(date)

VILLAGE OF WHEELER

By: James M. Carter 8-14-12
(date)

TOWN OF TIFFANY

By: Thomas Hyslop 8-14-12
(date)

TOWN OF HAY RIVER

By: Stanley E. Andrews 8-14-12
(date)

TOWN OF STANTON

By: Breanna E. Man 8-14-12
(date)

TOWN OF SHERMAN

By: Kevin J. [Signature] 8-14-12
(date)

TOWN OF NEW HAVEN

By: Roger D. Hanson
(date)