

ELK MOUND FIRE DISTRICT
Restated Memorandum of Understanding and Agreement

This Restated Memorandum of Understanding and Agreement (the "Agreement") for the Elk Mound Fire District is entered into and made effective as of the date last executed below (the "Effective Date"), by and between the Village of Elk Mound, the Town of Elk Mound, and the Town of Spring Brook, each a Wisconsin municipality, for intergovernmental cooperation in accordance with Wisconsin Statute § 66.0301. Collectively parties to this Agreement are referred to as the Parties, and individually as a "Party."

Recitals

1. The Parties currently jointly operate the Elk Mound Fire District (the "District") and wish to continue to provide fire and other emergency governmental services.
2. The District has the authority to hire and fire employees of the District.
3. The Parties wish to operate under this Agreement for the benefits provided under municipal statutes, including Wis Stat. § 66.0301 which authorizes agreements between municipalities for intergovernmental cooperation.
4. The District was created via that Memorandum of Understanding between the parties dated January 1, 2006 and amended on April 17, 2008 (the "Original Agreement").
5. The Parties now wish to fully restate the Original Agreement as shown in this Agreement.

Now Therefore, in consideration of the mutual covenants and agreements contained herein, it is agreed between the Parties that the Original Agreement is fully restated as follows:

1. **Incorporation.** The above recitals are true and correct and incorporated into and made a part of this Agreement.
2. **Entity Name.** The name of the fire district is Elk Mound Fire District.
3. **Term.** The period of existence of this Agreement is perpetual or until such time as the Parties agree to terminate this Agreement in accordance with its terms.
4. **Purpose.** The purpose of which this intergovernmental cooperation is organized is to establish and operate a joint fire/rescue, emergency medical services, and hazardous material response district.
5. **Principal Office.** The principal office of the District is located in the Village of Elk Mound, Dunn County, Wisconsin with the mailing address of E202 Menomonie St, Elk Mound, WI 54739.
6. **Membership.** The members of the District shall be the Parties and those Towns and Villages in the State of Wisconsin which are hereafter unanimously accepted as members by the Fire Commission (defined below).

7. **Ownership.** All District property shall vest with the member Towns and Villages under the control and management of the Fire Commission.
8. **Commissioners.** Each governmental member shall designate and appoint one (1) of its Board Members annually to serve as a Commissioner of the District. Each Commissioner shall have one (1) vote for each two hundred thousand dollars of equalized valuation (as determined in accordance with Wis. Stat. § 70.62). This voting method, based on equalized value, shall apply to all matters of budget, disbursement, adoption and other amendments to this Agreement. In other matters, each Commissioner shall have one vote. Collectively the Commissioners are referred to as the Fire Commission.
9. **Proportionate Share.** Contributions to the operating budget 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 District members. The accumulated capital account of each member shall be determined annually.
10. **Capital Shares.** All capital equipment acquisitions, the ownership of and the payment therefore, shall be based on equalized value of the District members. All equipment acquired by the District prior to April 16, 2008, shall be owned one-third (1/3) by each member.

11. Termination of Membership.

- a. **Voluntary.** A member may withdraw from the District effective December 31 of the applicable year by giving notice in writing to the Fire Commission no less than fifteen (15) months prior to the such termination. 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 member in five (5) equal annual installments commencing one year from the effective date of the withdrawal, without interest.
- b. **Involuntary.** The membership of any member may be terminated upon the unanimous vote of the remaining members for cause. In the event of such termination the department member shall be entitled to distribution in the manner provided for voluntary withdrawals.
- c. **Appraisal.** Any dispute which may arise with respect to the corporate assets for the purposes 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, who shall determine the value of the corporate assets and such valuation shall be binding upon the departing and remaining members. The withdrawing and remaining members shall each be required to pay their own appraisers and each shall be responsible for paying half of the third appraiser's costs.
- d. **Cause.** For the purposes of this Agreement "cause" shall be defined as inefficiency, neglect of duty, official misconduct, malfeasance, failure to follow established rules,

regulations and directives, and failure to pay when due any amounts owned under this Agreement.

12. **Dissolution.** The District may be dissolved by the unanimous vote of all members or as provided by law, in which event the assets of the District, in cash or in kind, shall be distributed to the members on the basis of the proportionate capital contribution made by each member. Distribution on dissolution shall be exclusively to the units of government, for public purposes.
13. **Organization.** All assets of the District shall belong to the members in accordance with their proportionate contribution. The fire station(s) to be located in each Town/Village shall be built upon land owned by the respective Town/Village and the cost of construction of such fire station(s) shall be borne by the respective member or members as the Fire Commission and government entities determine. The members shall own such land and improvements in fee and no part thereof shall be considered as assets of the District.
14. **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 District. The percentage of equalized value to be served shall be the basis of that partial member's voting and proportionate contribution.
15. **Compatibility of Commissioners.** To ensure compatibility between Commissioners, the Fire Commission, by majority vote, may disapprove one appointment each term to the Commission from each member. The reasons for the disapproval need not be identified.
16. **Additional Members.** When application is made by Towns, Villages, or Cities, for membership in the District, which municipalities were not original members of the District, the Fire Commissioners, by unanimous vote, may approve the entry of such new members and for any newly admitted member, the Fire Commission shall establish the proportionate contribution of the new members, including any required capital contribution.
17. **Annual Meeting and Budget.** Prior to May 14 of each year, the members shall certify to the District, their appointed Commissioner for the coming year. The Fire Commission shall hold the Annual Meeting of the Fire District immediately before the regular May meeting of the Fire Commissioners each year. The Commissioners shall at the annual meeting elect the officers of the District. The Chair of the District shall preside at all Fire Commissioner meetings. The budget for the District shall be submitted to and approved by the Fire Commissioners before the last Wednesday in October, each year. The Secretary shall transmit a copy of the budget to each member identifying each member's proportionate share. Members shall pay to the District each member's proportionate share on or before such date(s) as set forth in the approved budget.
18. **General Powers.** The District's business and affairs shall be managed by the Fire Commission. The initial number of Commissioners of the District shall be three, one representing each of the members. Each additional member governmental unit shall appoint a Commissioner. Each Commissioner shall hold office from the May Fire Commission meeting to the following May Fire Commission meeting, provided they shall

serve until a successor shall have been elected by the governmental unit and such appointment duly certified to the District.


- a. **Fee Schedule.** The Fire Commission may, by majority vote, periodically create a fee schedule for fire service calls within the District. Each member agrees to be bound by such fee schedule and shall pass any ordinances or amendments thereto required to incorporate the fee schedule into their respective ordinances. The initial fee schedule is attached to this Agreement as Exhibit A. The, then current, fee schedule shall be maintained at the District office.
19. **Regular Meetings.** The Fire Commission will publish meeting notices as required by Wisconsin statute.
20. **Removal and Vacancies.** Any governmental unit may at any time during the term remove its Commissioner for cause as defined in Section 11(d) above and any vacancy that may occur shall be filled by another board, trustee, or council member of said governmental unit. This provision shall not be construed to limit the discretion of a governmental unit to reappoint or not reappoint its Commissioner at the end of their annual term.
21. **Substitution.** The Commissioners may appoint a substitute to act in their stead for any regular or special meeting of the Fire Commission, provided the substitute is a board, trustee, or council member of the governmental unit they represent. The substitute Commissioner, when so acting, shall have all powers of the regular Commissioner.
22. **Officers.** The principal officers of the District shall be the Chair, Vice Chair, and a Secretary-Treasurer, each of whom shall be elected by the Fire Commission. The Fire Commission may also appoint such other officers and assistant officers as they may deem necessary. Any two or more offices may be held by the same person, except the offices of Chair and Secretary and the offices of Chair and Vice Chair.
23. **Election and Term of Office.** The District's officers shall be elected annually by the Fire Commission at the annual meeting. If the election of the officers is not held at such annual meeting, the election shall be held as soon thereafter as reasonably practicable. Each officer shall hold office until his/her successor has been duly elected or until his/her death, resignation, or removal, whichever is earlier.
24. **Removal.** Any officer or agent elected or appointed by the Fire Commission may be removed by the Fire Commission, by majority vote, whenever the best interests of the District will be served thereby. 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.
25. **Officer Vacancies.** A vacancy in any of the principal officers shall be filled by the Fire Commission, by majority vote, for the unexpired portion of said vacant term.
26. **Check, Drafts, Etc.** All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the District's name, shall be signed by such officer or officers, agent or agents of the District and in such manner as shall from time to time be determined by or under the authority of the Fire Commission.

27. **Deposits.** All of the District's funds, not otherwise employed, shall be deposited from time to time to the credit of the District in such banks, trust companies, or other depositories as may be selected by the Fire Commission.

28. **Accounting Period.** The District's fiscal year shall begin on January 1 and end on December 31 each year.

Dated the 17th day of March, 2025

Village of Elk Mound


Village President


Village Clerk

Dated the 13 day of March, 2025


Town of Elk Mound


Town Chair


Town Clerk

Dated the 10th day of March, 2025

Town of Spring Brook


Town Chair


Town Clerk