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**MEMORANDUM OF UNDERSTANDING  
&  
AGREEMENT**

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**BETWEEN: Village of Lake Hallie (Village)**

**AND: Town of Hallie (Town)**

**FOR: Separation of assets**

**DATED: December 20, 2003**

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The purpose of this Memorandum of Understanding and Agreement is to provide an agreement for the separation of assets resulting from the incorporation of part of the town into the village.

This **AGREEMENT** is made by and between the Village of Lake Hallie, Wisconsin, a municipal corporation (hereinafter referred to as "village") and the Town of Hallie, Wisconsin, hereinafter referred to as "town" for intergovernmental cooperation in accordance with s. 66.0301, Wisconsin Statutes.

**WHEREAS**, the town board supported the incorporation of the village, and

**WHEREAS**, the town and village board support working together to provide services for the residents of the town and village, and

**WHEREAS**, the village will maintain current employees, and

**WHEREAS**, town residents retain village status when renting the park facilities, participating in the park programs, or the hall, and

**WHEREAS**, the village will provide services to the town, 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 and village as follows:

1. The village shall assume all the claims, debts and liabilities of the town that arose or existed prior to the incorporation of the village, regardless of the nature of the liability or the theory upon which the claim is made, whether those liabilities are known or unknown, liquidated or unliquidated, latent or apparent. The village shall indemnify and hold the town and its agents harmless from any damage. For purposes of this Agreement, the "damage" shall mean: any loss, cost, liability or expense (including, without limitation, actual legal fees) which the town may incur or suffer by reason of or arising out of any claim, debt or liability assumed herein by the village.
2. The village will pay the town \$28,000 for fixed and liquid assets.
3. The village will maintain the hall and safety building.
4. The village will provide recycling services for the payment the town receives from Chippewa County for sharing recycling services. If these payments cease the town and village board will determine a cost sharing model.
5. The village will provide an appointed clerk for the town. The cost model will be determined by the town and village board.
6. The village will provide police patrol to the town. The cost model will be determined by the town and village board.
7. If the village sells property other than park property, the village will provide the town four percent of the proceeds.
8. The village will fund the reconstruction of 160<sup>th</sup> project with the Town of Lafayette.
9. The village supports an agreement to leave the snow plowing agreement for 160<sup>th</sup> in tact with the Town of Lafayette and 10<sup>th</sup> Ave with the Town of Seymour.
10. The town will hold meetings and elections at the hall.
11. The village will provide road maintenance personnel on a time and material basis.
12. It is the intention of the village board and town board, to support a reattachment of the town if requested by the town board.
13. The town and village will appropriate the 2004 Shared Revenues accordingly.

This Agreement shall be binding upon all parties, heirs and assigns.

Dated this 19 day of February, 2004.

(SEAL)

**Town of Hallie**

By: Garry C. Marnardt  
Town Chairman

By: Deanne Wilson  
Town Clerk

Dated this 26 day of February, 2004.

(SEAL)

**VILLAGE OF LAKE HALLIE**

By: Robert Schmitt  
Village President

By: Judy Olson  
Village Clerk

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**MEMORANDUM OF UNDERSTANDING  
&  
AGREEMENT**

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**BETWEEN:** Village of Lake Hallie (Village), Town of Lafayette  
**AND:** Town of Hallie (Town)  
**FOR:** 160<sup>th</sup> Street Snow Maintenance  
**DATED:** January 11, 2004

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The purpose of this Memorandum of Understanding and Agreement is to provide an agreement for the maintenance of 160<sup>th</sup> Street resulting from the incorporation of part of the town into the village.

This **AGREEMENT** is made by and between the Village of Lake Hallie, Wisconsin, a municipal corporation (hereinafter referred to as "village") and the Town of Hallie, Wisconsin, hereinafter referred to as "Town of Hallie" and the Town of Lafayette for intergovernmental cooperation in accordance with s. 66.0301, Wisconsin Statutes.

**WHEREAS**, the Town of Hallie and Town of Lafayette have a snow maintenance agreement for 160<sup>th</sup> (Townline Road), and

**WHEREAS**, a portion of the Town of Hallie has incorporated to form the Village of Lake Hallie, and

**WHEREAS**, the village will maintain current employees, and

**WHEREAS**, 160<sup>th</sup> (Townline Road) is now common between the Village of Lake Hallie, Town of Hallie, and Town of Lafayette, and

**WHEREAS**, the village will provide the snow maintenance for the town on 160<sup>th</sup>, 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 the towns and village as follows:

1. The maintenance agreement that was in placed during 2003 will remain in effect.
2. The village will maintain 160<sup>th</sup> Street from Cty J to 40<sup>th</sup> Ave.
3. The Town of Lafayette will maintain 160<sup>th</sup> Street from 40<sup>th</sup> Ave to 20<sup>th</sup> Ave.

This Agreement shall be binding upon all parties, heirs and assigns.

Dated this 10<sup>th</sup> day of May, 2004.

Town of Hallie

(SEAL)

By: Gary C. Marquardt  
Town Chairman

By: Dianne Wilson  
Town Clerk

Dated this 10<sup>th</sup> day of May, 2004.

VILLAGE OF LAKE HALLIE

(SEAL)

By: [Signature]  
Village President

By: [Signature]  
Village Clerk

Town of Lafayette

(SEAL)

By: [Signature]  
Town Chairman

By: [Signature]  
Town Clerk

## APPORTIONMENT AGREEMENT

**THIS AGREEMENT MADE** this 16 day of December, 2013, but effective as of December 20, 2003 (the "Effective Date") by and between Village Board of the Village of Lake Hallie (the "Village") and the Town Board of the Town of Hallie (the "Town"), acting as the Apportionment Board under §66.0235(5) of the Wisconsin Statutes.

### RECITALS

**WHEREAS**, the Village of Lake Hallie, Chippewa County, Wisconsin submitted its Certificate of Incorporation on February 28, 2003 in the office of the Secretary of State for the State of Wisconsin pertaining to the incorporation of certain territory in the Town of Hallie as a village under the provisions of §66.0211(5), Wis. Stats.;

**WHEREAS**, the Certificate of Incorporation was recorded in the office of the Register of Deeds for Chippewa County, Wisconsin on October 15, 2003 (the "Incorporation Date") as Document Number 6475848;

**WHEREAS**, under §66.0235(7), Wis. Stats., the apportionment board is given authority to "assign to the local governmental unit to which the territory is transferred its proper proportion of assets and liabilities by assigning the excess of liabilities over assets, or by assigning any particular asset or liability to either local governmental unit, or in another manner that meets the requirements of the particular case";

**WHEREAS**, on December 20, 2003, the Village of Lake Hallie and the Town of Hallie entered into a Memorandum of Understanding and Agreement (the "Memorandum") intending to separate the assets and liabilities, a copy of which is attached as Exhibit A; but the parties failed to transfer, convey or assign the assets and liabilities by agreement or otherwise.

**NOW THEREFORE**, in consideration of the above recitals and pursuant to the power and authority granted in §66.0235, Wis. Stats., the Apportionment Board agrees as follows:

1. **Transfer of Assets to Village.** As of the Effective Date, the Apportionment Board transfers, conveys and assigns to the Village, the receipt of which is hereby acknowledged and accepted by the Village, the following Assets of the Town that accrued or existed prior to the Effective Date:
  - a. All cash; contracts, contract rights, leases and agreements; utility accounts receivable and all other receivables, awards and claims that are related to the territory incorporated into the Village; and all customer deposits;
  - b. All employment contracts; all prepaid or paid employment related benefits; and all experience rating accounts for unemployment and worker's compensation insurance, to the extent transferable;
  - c. All prepaid expenses, deferred charges, deposits and similar prepaid items;

- d. All right, title and interest under or pursuant to all warranties, representations and guarantees made by suppliers in connection with equipment, products or services furnished to the Town prior to the incorporation of the Village;
  - e. All public, police, financial, tax, credit, payroll, and personnel books, files and records kept by the Town prior to the incorporation of the Village; all regulatory files and approvals, fire, safety and environmental reports, all utility records, and all forms used by the Town prior to the incorporation of the Village; all tangible property records, and all other written materials and information pertaining to the Assets owned by the Town prior to the incorporation of the Village;
  - f. All tangible personal property including, but not limited to, all motor vehicles, machinery, equipment, fixtures, tools, and supplies; all office equipment, appliances and furniture; maintenance, office and miscellaneous supplies; replacement, spare and repair parts and equipment;
  - g. All intellectual property including, without limitation, any computer software or data; and current telephone listings and the right to use such listings for all offices and facilities of the Village; and
  - h. All of the real property listed on Schedule B.
2. **Assumption of Liabilities by Village.** As of the Effective Date, the Apportionment Board transfers, conveys and assigns to the Village, the receipt of which is hereby acknowledged and assumed by the Village, the following Liabilities of the Town that arose, accrued or existed prior to the Effective Date:
- a. All accounts payable, customer deposits, other payables and accruals; all obligations, duties and liabilities arising from or related to contracts, agreements, leases, licenses, warranties, bills and drafts;
  - b. All bonds, loans, notes, letters of credit, lines of credit and other outstanding credit facilities;
  - c. All employment related claims, demands and liabilities including, but not limited to, wages and salaries; accrued overtime pay, vacation pay, sick leave and other employee benefits; payroll taxes; worker's compensation; unemployment compensation; Wisconsin retirement system contributions and other retirement benefits; health, medical and disability insurance or other contractual employee benefits; retiree benefits; and
  - d. All other claims, debts and liabilities regardless of the nature of the liability or the theory upon which the claim is made, whether those liabilities are known or unknown, liquidated or unliquidated, latent or apparent.
3. **Adjustment to Town.** In consideration for the assignments described in paragraphs 1 and 2 above and as part of the adjustment under §66.0235(7) Wis. Stats. , the Village agrees to the following:

- a. Payments. The Village agrees to pay the sum of \$28,000.00 to the Town and divide the 2004 Shared Revenues as mutually agreed, the receipt of which is hereby acknowledged by the Town;
- b. Reconstruction. The Village agrees to fund the reconstruction of 160<sup>th</sup> project with the town of Lafayette, the receipt of which is hereby acknowledged by the Town; and
- c. Facility Use by Town. The Village agrees to provide the Town, at no cost except as otherwise provided herein, with suitable facilities to be used for the following purposes: (1) Town Board to hold its regular or special meetings; (2) Town Board to hold its Board of Review, and Annual Town and Budget Meetings; (3) Town Clerk to use as an office; (4) Town to use as its polling place for Town residents; and (5) storage space for the Town's voting machine.
  - i. Currently, the Town uses the space known as the "old business office" in the Sanitary District building at 13034 30th Ave., Chippewa Falls, Wisconsin for holding regular and special meetings of the Town Board, for its clerk's office and for its polling place. The office is a 22 x 14 foot room with an internet connection, electricity, heat, air conditioning and lighting. A unisex bathroom is located in the building. The Town acknowledges that the old business office is a suitable facility for holding most of the regular and special meetings of its Board, for its clerk's office and for its polling place. The Town is responsible for providing its own equipment, polling equipment and furniture. The Town is responsible for cost of the following if, or whenever, the Town deems it necessary or desirable: telephone service, and additional security systems. The Town shall be responsible for the cost of eliminating any physical barriers to make the old business office handicapped-accessible, or to otherwise accommodate disabled voters; but the Town shall not alter of the Sanitation Building or the old business office without the prior consent of the Village. Upon 24 hours advanced notice, Village employees, representatives or agents may enter the old business office for the purpose of inspection, maintenance and repair; in cases of emergency, Village employees, representatives or agents may enter the old business office immediately.
  - ii. Currently, the Town Board uses the Village Hall at 13033 30th Avenue. Chippewa Falls, Wisconsin for its Annual Budget Meeting in the Fall, its Town Elector Meeting in the Spring and its Board of Review. The Town acknowledges that the Village Hall is a suitable facility for those meetings. The Village agrees to make the Village Hall available to the Town for its Annual Budget Meeting in the Fall, its Town Elector Meeting in the Spring, its Board of Review and for those regular or special meetings when compliance with the occupant capacity requirements of the State of Wisconsin Building and Fire Administrative Codes makes it necessary. The Town agrees to give the Village Clerk at least 7 days prior notice of the time and date of the proposed use of the Village Hall. The Town and Village agree



to cooperate in good faith to coordinate the scheduling of meetings in the Village Hall to minimize conflicts.

- iii. Currently, the Town shares the storeroom with the Water Utility for the purpose of storing the Town's voting machine. The Water Utility uses the storeroom to keep its Sanitation District records. The Town acknowledges that the space in the storeroom is suitable.
  - iv. The Village is responsible for all maintenance and repair expenses to the facilities, and the Village shall keep the facilities in good working order and repair.
  - v. From time to time, the Village, subject to the consent of the Town Board, which consent shall not be unreasonably withheld, may provide the Town with suitable facilities at a different location for one or more of the purposes enumerated above provided that such facility(ies) are of equal or better size and quality when compared to the current facilities described herein; and provided that any new facility(ies) must meet all then existing codes for handicapped accessibility.
- d. Charges to Town Residents. The Village agrees to charge Town residents fees that are no greater than the lowest amount charged to Village residents for: (1) participation in recreational activities, (2) use of recreational or park facilities or (3) the use of facilities that are available for rent or use by the public including, but not limited to, meeting rooms in the Village Hall, and use of the Recycling Center.
- e. Cost Model of Services. Beginning in 2014, and continuing each year thereafter until a contract is terminated as provided herein, on or before September 1, the Village may submit to the Town proposed changes to the Cost Model for Roadwork (defined below), and for the services described in paragraphs 4 (if applicable), and 6 of the Memorandum.
- i. If a change of Cost Model is not submitted prior to September 1, then the Cost Model from the current calendar year shall extend into the next calendar year.
  - ii. If the Village timely submits a proposed change to a Cost Model, and no objection is made by the Town within 30 days, then the proposed change to the Cost Model shall be effective starting in the next calendar year.
  - iii. If the Village timely submits a proposed change to a Cost Model, and a timely objection is made, then Village shall promptly disclose the basis of the Cost Model changes to the Town, and representatives of the Village and Town Boards shall meet to negotiate regarding the proposed changes.
  - iv. Either the Village or the Town may terminate one or more of the contracts described above by delivering at least 3 months prior written notice of termination to the other party with termination to be effective on the last

day of the applicable calendar year. The termination of one contract shall not act as the termination of any other contract described above.

- v. For the purposes of this section, *Cost Model* means the best estimate of the cost to the Village of providing the service for a calendar year; and *Roadwork* means (1) snowplowing all the Town Roads except that part of 160th Avenue plowed by the Town of Lafayette and that part of 10th Avenue plowed by the Town of Seymour, (2) small patching work on the Town Roads, (3) mowing the right of way and (4) tree removal across Town Roads. Roadwork does not mean repaving or crack sealing Town Roads.

vi. For the services provided in 2014, the parties have agreed that the Town shall pay the Village \$1,000 for the provision of police services, and \$1,500 for Roadwork.

- f. Recycling. The Village and Town agree to continue to enter into a joint agreement with Chippewa County, Wisconsin, for shared recycling services and to operate the Recycling Center for so long as grant funds are available as a result. The Town shall pay to the Village any grant funds received by it for recycling purposes.

4. **Void Provisions.** Except as otherwise provided herein, the provisions of paragraphs 3, 5, 7 and 10 of the Memorandum shall be deemed waived, void and unenforceable. By way of example, paragraph 10 of the Memorandum provided that the "town will hold meetings and elections at the hall." The parties intend that, while the Town may hold some meetings in the Village Hall at 13033 30th Avenue, Chippewa Falls, Wisconsin under paragraph 3.c.ii. above, the Town cannot hold all meetings and elections in the Village Hall as suggested in the Memorandum.
5. **Incorporation of Memorandum.** Those terms and provisions of the Memorandum, that are not inconsistent with this agreement, shall remain in full force and effect.
6. **Certification.** The Apportionment Board, after taking into consideration the covenants and promises contained herein, certifies that the proportion of the assets and liabilities assigned to the Village is based on the average assessed valuation of the taxable property incorporated into the Village in proportion to the average assessed valuation of all the taxable property of the Town from which the territory is taken, according to the assessment rolls of the Town for the 5 years preceding the incorporation of the Village.
7. **Other Acts and Documents.** The Village Board, the Town Board and the Apportionment Board agree to perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intent and purpose of this Agreement and to carry out its provisions. The Village shall be responsible for the all of the costs of transferring Assets and assuming Liabilities including, but not limited to, transfer and recording fees.
8. **Right to Assign.** Neither the Village nor Town may assign this Agreement or any of its rights or obligations hereunder without the prior consent in writing of the other.

9. **Injunctive Relief.** The Village hereby acknowledges that a breach of paragraph 3(c) of this Agreement would cause irreparable damage to the Town for which no remedy at law would be adequate. Therefore, in addition to any other remedy available in law or equity (which in no way is hereby limited), the Town shall be entitled to injunctive relief in a court of competent jurisdiction to enforce the terms of paragraph 3(c) of this Agreement.
10. **Liquidated Damages.** If there is a default under the terms of this Agreement which continues for a period of 14 days following written notice thereof (delivered personally or by certified mail), the Village and Town agree that the defaulting party shall be liable to the other party for liquidated damages as provided below, or actual damages if greater, in addition to any remedy for specific performance or other remedies available in law or equity, the costs and expenses of litigation, and reasonable attorney's fees.
- a. The initial amount of Liquidated Damages shall be \$10,000.00 (the "Initial Amount").
  - b. Commencing on December 20, 2018 and thereafter on each fifth year anniversary of the Effective Date, the Initial Amount will be adjusted to reflect the percentage change in the Consumer Price Index ("CPI") as published by the U.S. Department of Labor from the base CPI of January, 2014.
11. **Enforceability.** If any provision of this Agreement is adjudged to be void or unenforceable, in whole or in part, it shall not affect the validity of the remainder of the provisions which shall remain in full force and effect and be enforceable according to their terms. Each provision of this Agreement is declared to be severable from every other provision and constitutes a separate and distinct covenant.
12. **No Waiver.** If, in one or more instances, either Village or Town fails to insist that the other perform any of the terms of this Agreement, such failure shall not be construed as a waiver of any past, present, or future right granted under this Agreement and the obligations of both parties under this Agreement shall continue in full force and effect.
13. **Term.** Unless otherwise agreed, this agreement shall terminate on **December 31, 2102.**
14. **Modification.** No alteration or modification of any of the provisions of this Agreement shall be valid unless made in writing and signed by both the Village and Town.

Dated this 16<sup>th</sup> day of December, 2013

VILLAGE OF LAKE HALLIE,  
CHIPPEWA COUNTY, WISCONSIN

TOWN OF HALLIE,  
CHIPPEWA COUNTY, WISCONSIN

By: [Signature]

By: Yous C. Mays

By: [Signature]

By: George J. Stanski

By: [Signature]

By: Ronald Steinmetz

By: Michael P. [Signature]

By: Peter Lehmann

**CERTIFICATION**

The undersigned, Village Clerk of the Village of Lake Hallie, County of Chippewa, State of Wisconsin, does hereby certify that the foregoing agreement was properly and duly considered and approved by a vote (5 in favor and 0 opposed) of the village board of the Village of Lake Hallie, Chippewa County, State of Wisconsin, acting as the Apportionment Board, at its regular meeting held on December 16, 2013, in the Village of Lake Hallie, State of Wisconsin.

Dated: December 16, 2013

Diane M. Adky

**CERTIFICATION**

The undersigned, Town Clerk of the Town of Hallie, County of Chippewa, State of Wisconsin, does hereby certify that the foregoing agreement was properly and duly considered and approved by a vote (3 in favor and 0 opposed) of the members of the town board of the Town of Hallie, Chippewa County, State of Wisconsin, acting as the Apportionment Board, at its meeting held on JANUARY 7, 2014, in the Village of Lake Hallie, State of Wisconsin.

Dated: JANUARY 7, 2014

John R. Andersen

**Town of Hallie  
Chippewa County  
State of Wisconsin**

**Resolution 2021 -3**

**RESOLUTION APPROVING THE RESTATED MEMORANDUM OF UNDERSTANDING AND AGREEMENT EFFECTIVE JANUARY 1, 2021 WITH THE TOWN OF HOWARD, TOWN OF HALLIE, TOWN OF LAFAYETTE, AND VILLAGE OF LAKE HALLIE REGARDING THE CHIPPEWA FIRE DISTRICT.**

WHEREAS, on July 15, 2003, the Chippewa Fire District was formed through the Intergovernmental Agreement called the Memorandum of Understanding and Agreement;

WHEREAS, the current Members of the Chippewa Fire District wish to restate the Memorandum of Understanding and Agreement to reflect the membership of the District and to facilitate the efficient administration, management and operations of the fire, EMS, and All Hazards services provided to the Members by the District.

NOW, THEREFORE, BE IT RESOLVED, by the Town of Hallie that the Restated Memorandum of Understanding and Agreement dated January 1, 2021 is hereby approved in substantially the form as attached to this resolution.

BE IT FURTHER RESOLVED, that the Town Chairman is hereby authorized to execute the Restated Memorandum of Understanding and Agreement on behalf of the Town of Hallie and to undertake all action necessary for its implementation.

BE IT FURTHER RESOLVED, pursuant to the authority granted under Wis. Admin. Code SPS §314.10(13)(b)7, the fire prevention inspections required under Wis. Admin. Code SPS §314.10(13)(b)3. shall be conducted at least once per calendar year, provided the interval between those inspections does not exceed 15 months.

BE IT FURTHER RESOLVED, that the following chapters of the Wisconsin Administrative Code, as amended, revised or renumbered from time to time, and the relevant rules of the Wisconsin Department of Safety and Professional Services, governing the use, operation or structures in the area served by the Chippewa Fire District, are hereby adopted by reference and made a part of the municipal fire prevention code:

Chapter SPS 314, Fire Prevention  
Chapters SPS 360-366, Wisconsin Commercial Building Code  
Chapters SPS 375-379, Buildings Constructed Prior to 1914

Member, the affected Member shall promptly appoint a new Board Member to serve the remainder of the Term and notify the District.

**(d) Compatibility of Board Members.** To assure compatibility among Board Members, the Board shall have the right to disapprove one appointment to the Board each term from each Member. No reason for disapproval need not be identified.

**(e) Substitution.** A Board Member may appoint a temporary substitute to act in his or her absence at any regular or special meeting of the Board provided the substitute is also a member of the governing board of the municipality. The substitute Board Member, when so acting, shall have all the powers of the regular Board Member.

**(f) Notice of Meetings.** The Board will publish notices of its meetings as required by Wis. Stats. §§19.84 and 19.85.

**(g) Quorum.** A simple majority of the Board Members shall constitute a quorum for the transaction of business except where specified by law or in this Agreement.

**(h) Voting Requirement.** Unless a greater majority is required by law or this Agreement, the affirmative vote of the majority of the Board Members present at a meeting at which a quorum is present shall be the act of the Board. Abstentions and refusals to act upon any measure shall be considered as a vote opposing the proposed measure.

**(i) Regular Meetings.** The Board will conduct regularly scheduled monthly meetings as determined by the Board. The Annual Meeting shall be the regular meeting of the Board during the month of April. Prior to the Annual Meeting, each Member shall report its Board Member to the District for the forthcoming year and the term of the Board Member shall begin with the Annual Meeting.

**(j) Special Meetings.** Special meetings of the Board of may be called by the Chairman of the Board.

**(k) Meetings by Electronic Means of Communication.** To the extent allowed by law, the Board, or any committee of the Board, in addition to conducting meetings in which each Board Member participates in person at a place open to the public, may conduct any regular or special meeting by the use of an electronic means of communication, provided the public has an effective way to monitor the electronic means of communication and the notice contains information on how to join the meeting remotely.

**3.2 Joint Board of Fire Commissioners.** The Joint Board of Fire Commissioners (the "Commission") shall have the authority and powers of board of fire commissioners

under the provisions of Wis. Stats §62.13 including power over the following matters: appointment of the fire chief and approval of his or her subordinates, promotions, disciplinary actions, suspensions, removals, demotions, dismissals and reemployment, and the review of personnel policies.

**3.3 Fire Chief.** The Fire Chief shall have all the duties, power and authority granted a fire chief in Wis. Stats. §§60.55, 61.65, 62.13, 66.030, 101.14, and 165.55, and the related statutes and regulations, and shall be responsible for the day to day management, and the good and efficient operation, of the District in addition to any duties, power and authority assigned by the Board, or herein.

## **ARTICLE 4 OFFICERS**

**4.1 Principal Officers, Election and Term.** The principal officers shall be a Chairman, Vice-Chairman, Secretary, and Treasurer, each of whom shall be elected by the Board at the Annual meeting. If the election of principal officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each principal officer shall hold office until his successor shall have been duly elected, and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

**4.2 Removal.** Any officer or agent elected or appointed by the Board may be removed by the Board whenever, in its judgment the best interests of the 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.

**4.3 Vacancies** A vacancy in any of the principal offices because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board for the unexpired portion of the term.

**4.4 Chairman of the Board.** The Chairman of the Board shall be the chief executive officer of the District subject to the control of the Board; preside at all meetings of the Board; sign, with the Secretary, any documents, contracts or instruments which the Board has authorized to be executed except in cases where the Board has expressly delegated the authority to the Fire Chief or some other agent of the 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 from time to time.

**4.5 Vice-Chairman of the Board.** 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.

**4.6 Secretary.** The Secretary shall keep minutes of all meetings of the Board and provide a copy of said minutes to all Board Members; see that all notices of Board meetings are duly given and posted in accordance with this Agreement or as required by law; be

custodian of Board records and documents; sign, with the Chairman, all legal documents requiring District signatures; and, in general, perform an duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairman and the Board.

**4.7 Treasurer.** If required by the Board, 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 shall determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the district; receive and give receipts for moneys due and payable to the district from any source whatsoever, and deposit all such moneys in the name of the district in such banks or other depositories as shall be selected by the Board; and 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 the Treasurer by the Chairman or Board.

**4.8 Qualifications of Principal Officers.** The persons serving as Chairman and Vice-Chairman shall be required to be Board Members of the District. No other principal officer of the Board need be a Board Member. 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.

**4.9 Additional Officers and Agents.** In addition to the principal officers, the Board may appoint, hire or employ such other officers, assistants and agents as the Board deems necessary. Each such person shall act under his or her appointment for such period, have such authority, and perform such duties the Board may from time to time determine.

## **ARTICLE 5 FISCAL MATTERS**

**5.1 Budgets.** The Board shall approve and adopt the annual operating and capital asset acquisition budget for the District for the next calendar year at its regular meeting in the month of September, or any special meeting called in September for that purpose. The Board may act to amend the annual budget whenever the Board believes it is necessary or desirable. The Secretary, or other such officer or agent as designated by the Board, shall forward a copy of the annual budget to each Member identifying the Contribution to be made by each Member. In addition, the Board may prepare and approve other fiscal budgets (e.g. asset acquisition) and long-term plans for the expenditure or investment of District funds, from time to time.

**5.2 Contracts.** The Board shall approve the terms and conditions of contracts involving the purchase or lease of Capital Assets prior to the execution of such contract. The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute or deliver any instrument in the District's name and on its behalf. The authorization may be general or confined to specific instruments. When an instrument is so executed, no other party to the instrument or any third party shall be



required to make any inquiry into the authority of the signing officer or officers, or agent or agents.

**5.3 Loans.** No indebtedness for borrowed money shall be contracted on the District's behalf and no evidences of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board. The authorization may be general or confined to specific instances. In addition, no pledge, assignment, mortgage or security interest in District property shall be granted, and no subordination, guaranty or other financial undertaking shall be given to lenders unless authorized by or under the authority of a resolution of the Board.

**5.4 Bills, Claims and Expenses.** The Board shall review and approve all bills, claims and expenses of the District before the same are paid.

**5.5 Compensation.** The Board shall determine and establish the salaries, compensation, and benefits of the fire chief, his or her subordinates, and other District employees.

**5.6 Checks, Drafts, etc.** All checks, drafts, or other orders for the payment of money, or notes or other evidences of indebtedness issued in the District's name, shall be signed by such officer or officers, or agent or agents of the District and in such manner as shall from time to time be determined by or under the authority of a resolution of the Board.

**5.7 Deposits.** All funds of the District not otherwise employed shall be deposited from time to time to the District's credit in such banks, trust companies, or other depositories as may be selected by or under the authority of a resolution of the Board.

**5.8 Fiscal Year.** The fiscal year of the District shall be the calendar year.

**5.9 Ownership.** Except as otherwise provided herein, all of the assets of the District shall be under the control and management of the Board and the District shall be treated in all respects as the owner of the assets; but, similar to a partnership, each Member shall have an undivided ownership interest in such property based on the Member's Proportionate Share.

**(a) Stations.** Unless otherwise unanimously agreed by the Board, each Member shall have a structure that serves as the fire station built upon land owned by the respective Member and the cost of construction and maintenance 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 owned by or an asset of the District. The provisions of this paragraph do not apply to the Town of Hallie.

**(b) Donations.** As a general rule, all donations of money or tangible personal property made to a station, or received by a station, or received by a person or

persons on behalf of a station, are donations to the District unless the donation is clearly and expressly made to a person or legal entity that is independent of the District. No donation of tangible personal property shall be deemed accepted by the District until the donation, and any conditions thereto, have been approved by the Fire Chief. The District shall not be responsible for insuring, maintaining, repairing or replacing tangible personal property that is not owned by the District even if used in routine or emergency operations.

**5.10 Disposal.** No District property may be sold, transferred or otherwise disposed of without the authorization of the Board. The authorization may be general or confined to specific instances.

## **ARTICLE 6 MISCELLANEOUS**

**6.1 Amendments to Agreement.** No amendment or modification of this Agreement shall be valid unless made in writing and approved by the Board as follows:

**(a) Unanimous Approval.** Amendments that are approved unanimously by all of the Board Members shall be effective upon approval. In addition, amendments of paragraphs 2.2 and 2.3(c) of this Agreement must be approved unanimously.

**(b) Majority Approval.** Amendments that are approved, but not unanimously approved by all the Board Members, shall be effective on January 1 of the first calendar year that is 16 months after approval of the amendment.

**6.2 Dissolution.** The District shall be dissolved upon the unanimous vote of the Members or as provided by law in which event the assets of the District shall be distributed, in order of priority, as follows:

**(a) Creditors.** To creditors of the District in satisfaction of any debts and liabilities of the District, whether by payment, assignment or the establishment of any reserve that the Board deems, in its sole discretion, necessary with the balance remaining in any such reserve until after the expiration of such period of time as the Board deems advisable.

**(b) Members.** To the Members on the basis of their Proportionate Share. Distribution to the Members on dissolution shall be exclusively to units of government for public purposes.

**6.3 Integration.** This Agreement supersedes all prior oral or written agreements or understandings between the parties to this Agreement regarding the subject matter of this Agreement except the 2021 Supplemental Memorandum of Understanding between the Chippewa Fire District and the Village of Lake Hallie.

**6.4 Separability of Provisions.** Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions of this Agreement are determined to be invalid or contrary to any existing or future law, the invalidity shall not affect or impair the operation of those portions of this Agreement that are valid.

**6.5 Representations Regarding Ordinances.** Each Member represents that the Member has enacted or promptly will enact the following:

**(a) Fire Inspections.** An ordinance, or provision thereof, that substantively states:

Pursuant to the authority granted under Wis. Admin. Code SPS §314.10(13)(b)7, the fire prevention inspections required under Wis. Admin. Code SPS §314.10(13)(b)3. shall be conducted at least once per calendar year, provided the interval between those inspections does not exceed 15 months.

**(b) Fire Prevention Code.** An ordinance, or provision thereof, that substantively states:

The following chapters of the Wisconsin Administrative Code, as amended, revised or renumbered from time to time, and the relevant rules of the Wisconsin Department of Safety and Professional Services, governing the use, operation or structures in the area served by the Chippewa Fire District, are hereby adopted by reference and made a part of the municipal fire prevention code:

Chapter SPS 314, Fire Prevention  
Chapters SPS 360-366, Wisconsin Commercial Building Code  
Chapters SPS 375-379, Buildings Constructed Prior to 1914

**(c) New Members.** Promptly after acceptance and admission as a member of the District, new members shall enact an ordinance or provision thereof that substantively complies with paragraphs 6.5 (a) and (b).

**(d) Revisions.** Unless the member is exempt under the principle of grandfathering, the members agree to adopt all substantive changes to their respective ordinances in order to reflect and agree with any revisions to said Wis. Admin. Code SPS §314.10(13)(b)3.

Dated this May day of 28<sup>th</sup>, 2021

**TOWN OF HOWARD**

By: [Signature]  
Town Chairman

By: [Signature]  
Town Clerk

Dated this 20 day of APRIL, 2021

**TOWN OF HALLIE**

By: [Signature]  
Town Chairman

By: [Signature]  
Town Clerk

Dated this 9<sup>th</sup> day of June, 2021

**TOWN OF LaFAYETTE**

By: [Signature]  
Town Chairman

By: [Signature]  
Town Clerk

Dated this 24<sup>th</sup> day of MAY, 2021

**VILLAGE OF LAKE HALLIE**

By: [Signature]  
Village President

By: [Signature]  
Village Clerk



Adopted  
June 7, 2021

Susan M. Caser  
Town Clerk

Jerry C. Mangardt  
Town Chairman

Rodney G. Eslinger  
Town Supervisor

Jim Bennett  
Town Supervisor

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Town Supervisor

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Town Supervisor