

FIRE PROTECTION AGREEMENT  
EDGERTON FIRE PROTECTION DISTRICT

I. AUTHORIZATION. This Agreement is entered into pursuant to the provisions of s. 60.55, 60.555, 60.565, 61.34, 66.044 and 66.30 Wis. Stats. 66.0689

II. NAME AND AREA. The following areas are hereby designated as the areas to be protected by the Edgerton Fire Protection District and to come within the scope of this Agreement:

Town of Albion - Dane County - Entirety.

Town of Fulton - Rock County - Entirety.

Town of Porter - Rock County - Sections 1 through three; 10 through 12; 13 through 15; 22 through 24; 25 through 27 and 34 through 36.

Town of Sumner - Jefferson County - Sections 17 through 20 and 5 through 8.

City of Edgerton - Entirety.

III. PURPOSE AND INTENT. This Agreement is entered into for the purpose of providing fire protection within the areas which compose the Edgerton Fire Protection District and within such other areas as may be contracted for by the Board of Trustees. It is intended that through this Agreement, the fire department created through agreement of the signatory municipal bodies on the 7<sup>th</sup> day of May, 1992, will continue to be operated and maintained as an independent entity. The Board may sub-contract for emergency medical services or at its discretion develop and maintain said services for the purpose of providing said services within the Fire District.

IV. DISPOSITION OF PRESENT EQUIPMENT AND FACILITIES.

A. The City of Edgerton agrees to contribute to the Edgerton Fire Protection District, without charge, all fire fighting equipment owned by said municipality.

B. The signatory municipal bodies to this agreement assign any interest which they may have therein to the Edgerton Fire Protection District, with the exception of the real property housing said items which is not assigned or otherwise transferred. If, in the event new real property is purchased to serve as the District's Fire Station, said real property shall be the property of the Edgerton Fire Protection District.

V. BOARD OF TRUSTEES.

A. Membership. The affairs of the Edgerton Fire Protection District shall be administered by a Board of Trustees. The Board of Trustees shall consist of six (6) regular members and six (6) alternates. Said members shall represent the signatory municipal bodies of this agreement. Each representative of the signatory municipalities shall be selected respective of their ordinances or resolutions. The number of representatives for each signatory shall be based upon the population of said municipalities. The number of representatives of each signatory shall be the following:

	<u>Regular Member</u>	<u>Alternate</u>
Town of Albion	1	1
City of Edgerton	2	2
Town of Fulton	1	1
Town of Porter	1	1
Town of Sumner	1	1

1. Alternates. Those alternates, duly appointed by their respective municipal governments, shall serve as voting members only if the respective regular member is temporarily unable to perform his/her duty.

2. Change In Number Of Representatives. The number of representatives for any signatory may, from time to time, change as the population of said municipal entity changes.

B. Vacancies. Any vacancy on the Board of Trustees, by virtue of a death or resignation, or removal for just cause, shall be filled by a new representative of the respective City and/or Townships respective of their ordinances or resolutions.

C. Organization. Annually at the first meeting following the first Tuesday of April, the Board of Trustees shall elect a President, Vice-President, and a Secretary-Treasurer. Their duties shall be as follows:

1. President. The President shall preside at all meetings of the Board of Trustees. The President shall insure that all actions of the Board of Trustees are put into effect. The President shall execute all documents authorized by the Board of Trustees. The President shall do all other things as directed from time to time by the Board of Trustees.

2. Vice-President. The Vice-President shall discharge the duties of the President in the event of his absence or disability and shall perform such additional duties as may from time to time be prescribed by the Board of Trustees.



3. Secretary-Treasurer. The Secretary-Treasurer shall keep a complete record of all transactions and proceedings conducted by the Board of Trustees. The Secretary-Treasurer shall act as custodian of monies received by the Edgerton Fire Protection District and shall sign with the President all checks written for the Edgerton Fire Protection District. The Secretary-Treasurer shall insure that Generally Accepted Accounting Principles are observed in the maintenance of all the Districts financial records.

VI. MEETINGS. The Board of Trustees shall meet in regular session once a month at a time established from time to time by resolution of the Board. Such meetings shall be had at the place designated by the Board. Such meetings shall be open to the public. The purpose of such meetings shall be to conduct any and all business germane to the Edgerton Fire Protection District and to hear any resident citizens of the District regarding the business and affairs of the District.

A. At the call of the President or any two (2) Trustees the Secretary-Treasurer shall call a special meeting at such reasonable time and place as the President may direct. Such special meetings shall be noticed by the Secretary-Treasurer by mail at least five (5) days prior to such special meeting. Notices of special meetings shall contain a statement as to the purpose of such special meeting and no other business may properly come before such special meeting.

B. Actual presence or a written waiver of notice of any special meeting will serve to negate the necessity of a five (5) day notice to such meeting, providing that public notice has been given in accordance with s. 19.84, Wis. Stats.

C. A majority of the Board of Trustees shall constitute a quorum for all purposes, excepting as otherwise provided by this agreement.

D. A simple majority of a quorum shall be sufficient to pass all motions, ordinances and resolutions of the Board, except as provided in Section VI, Subsection E of this agreement.

E. A two-thirds (2/3) majority of all Trustees shall be required to adopt the annual budget, and to authorize the purchase of land and construction of facilities housing the Fire Department personnel and equipment.

VII. FISCAL MATTERS. Annually on the second Tuesday of September the Fire Chief of the Edgerton Fire Protection District shall submit to the Secretary-Treasurer a budget for the operation and maintenance of fire protection and of appropriate emergency medical service programs. Said budget shall be reviewed by the Board of Trustees at their October meeting. A public hearing on said budget shall be conducted

at said meeting. The Board shall then prepare and approve a final budget for the next year. The Secretary-Treasurer shall immediately forward a complete copy of the approved budget to the signatory municipalities. The clerks of the signatory municipalities shall then cause the payment to the Edgerton Fire Protection District either from said municipalities general fund or by a tax levy on the property owners involved in said Fire District.

A. The percentage of the total of the aforementioned tax levied against the signatories of this agreement shall be based on the Estimated Fair Market Value of the total Real Properties of those parts of the signatory municipalities within the Fire District divided by the total Estimated Fair Market Value of all Real Properties within the Fire District. However, the Board shall not adopt a total budget which would impose a tax rate or a payment of the general fund exceeding one (1) mill without the unanimous consent of the signatory municipalities.

B. The signatories agree that the City of Edgerton Water Utility shall, in lieu of a fire hydrant rental fee, charge the Edgerton Fire District a Hockup Fee and a Water Use Fee when the Fire District tankers are filled via the City's water system. Said fee shall be determined by the Public Service Commission and the City of Edgerton Water Utility. The City of Edgerton shall not be charged said fees. However, said fees shall be paid to the Edgerton Fire Protection District by the affected Townships or parts thereof.

C. Annually, at the time the Secretary-Treasurer submits his/her approved budget to the Clerks of the signatory municipalities, the Secretary-Treasurer shall also submit to the Clerks a complete financial statement covering the operations and fiscal status of the Fire District. Said budget shall be verified by audit pursuant to Wis. Stats 66.044 (3).

D. The signatories to this agreement agree to pursue any claims they may have by virtue of s. 66.044 Wis. Stats., when notified of the possibility of such a claim by the Edgerton Fire Protection District. They further agree that any funds received by virtue of said claims shall be remitted directly to the Secretary-Treasurer of the Fire District for such use as the Board deems proper.

E. The signatories agree that the Two Percent Fire Suppression Dues shall continue to be deposited in the Volunteer Fireman Retirement Fund and Fire Department Equipment Fund.



It is also agreed that all Wisconsin Retirement System Trust Fund and payments shall be continued by the Fire District.

#### VIII. POWERS OF THE TRUSTEES.

A. The Board of Trustees shall have the exclusive power to transact the business and affairs of the Edgerton Fire Protection District. Included herein, without limitation, is the power to purchase and dispose of property of the Fire District and to employ, suspend or terminate Fire District personnel.

B. The Board of Trustees shall have the power to authorize the President and Secretary-Treasurer to borrow money and execute all necessary documents on such terms as the Board may direct.

C. The Board of Trustees shall maintain ultimate control and be responsible for the operation of the Edgerton Fire Protection District. However, it is deemed essential to operations of this Fire District that they, the Board, will rely heavily upon the judgement and advice of the Fire Chief in all matters germane to the technical requirements of a fire department.

IX. POWERS OF THE FIRE CHIEF. It shall be the duty and responsibility of the Fire Chief to supervise and direct the day to day operations of the Edgerton Fire Protection District. The Fire Chief shall submit through the Secretary-Treasurer an annual budget.

X. PROCEDURE FOR SELECTION OF FIRE DEPARTMENT OFFICERS AND PERSONNEL. The Fire Chief and two (2) Assistant Chiefs shall either be members of the department in good standing for at least two (2) years or persons with at least two (2) years training and experience in fire department operations.

A. The Board of Trustees shall approve or disapprove all officers elected to such positions of authority by the volunteer members of the Edgerton Fire Protection District.

B. The Board of Trustees or its designate shall administer all personnel matters. Said authority to administer shall include, but is not limited to, the selection of volunteer members of the Edgerton Fire Protection District.

C. The Board of Trustees may remove for just cause any officer or other member of the fire department. Any officer or member so removed may have such determination reviewed as provided in Chapter 68, Wisconsin Statutes.

D. The Edgerton Fire Protection District shall be an Equal Opportunity Employer.

XI. ATTACHMENT AND DETACHMENT FROM THE EDGERTON FIRE PROTECTION DISTRICT.

A. The Board of Trustees may from time to time either attach or detach from the Edgerton Fire Protection District such contiguous areas as they may direct, provided that there is a two-thirds (2/3) vote of the Board on any proposed attachment or detachment. Provided further that any proposed detachment shall not alleviate the portion detached from their responsibilities as regards any pre-existing long term indebtedness of the Fire District. Provided further that detachment or attachment shall be predicated upon the overall consideration of sound fire protection for the areas involved.

B. The Board of Trustees may contract with any contiguous township, other municipality or parts thereof, for the furnishing of fire protection and/or emergency medical services to such township or portion thereof upon such terms as they deem proper.

C. A signatory to this Agreement may at any time after having given a sixty (60) day notice to the Secretary-Treasurer, withdraw from this agreement, provided that such withdrawal will not alleviate said party intending to withdraw from the Agreement from their responsibility to pay any pre-existing indebtedness incurred by the Edgerton Fire District. Said withdrawal by a party to this Agreement shall be paid its' pro rata share of the assets of the Edgerton Fire Protection District, less depreciation incurred while said municipality was a member of the Edgerton Fire Protection District. For the purposes of this agreement, said assets do not include the fire equipment donated to the Fire District by the City of Edgerton.

XII. DISSOLUTION. In the event that the signatories of the Town Boards and City Council, as member municipalities of the Edgerton Fire Protection District, should determine to dissolve said Fire District at any future date, upon joint action of said signatories, said Fire District shall be dissolved and the respective properties and equipment transferred to said Fire District shall immediately revert back to the original donor thereof, the City or the Townships or any combination thereof, as the case may be, for the use by the City Council and the Town Boards. In the event the Fire District is dissolved in accordance with this provision, assets based on Fair Estimated Market Value of real estate property within the affected political boundaries, shall be distributed to the respective Boards and Council of the signatory municipal bodies.




XIII. COMPENSATION.

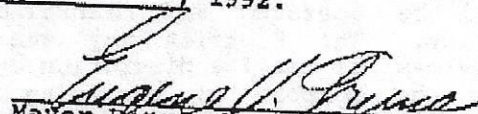
A. The Board of Trustees shall have the exclusive power to establish and pay out of the funds of the Edgerton Fire Protection District, compensation to the Fire Chief, the fire department members and officers and contracted emergency medical services.

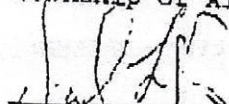
B. The Board of Trustees shall be paid per diem and all other reasonable expenses incurred in the performance of their duties for the Edgerton Fire Protection District.

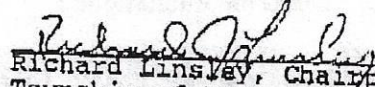
XIV. AMENDMENTS. The signatory Townships and City Council may from time to time, while in joint session, alter, amend, or rescind any provisions of this Agreement provided that a two-thirds (2/3) vote of all the signatories vote affirmatively for the proposed change and provided further that the Board of Trustees is given five (5) days written notice to the Secretary-Treasurer of the Board of Trustees at his/her residence. Provided further that such notice to the Board of Trustees shall contain a statement as to the purpose of such joint meeting of the signatory municipal bodies.

IN WITNESS WHEREOF, the signatory bodies to this Agreement have caused their legal representative to execute this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 1992.

  
Walter Siebenbaum, Chairperson  
Township of Albion

  
Mayor Eugene V. Gruna  
City of Edgerton

  
David Viney, Chairperson  
Township of Porter

  
Richard Linsley, Chairperson  
Township of Fulton

  
Lavern Maasz, Chairperson  
Township of Sumner

AMENDMENT TO FIRE PROTECTION AGREEMENT

The FIRE PROTECTION AGREEMENT creating the EDGERTON FIRE PROTECTION DISTRICT dated the 28 day of July, 1992, by and between the Township of Albion, Dane County, Wisconsin, the Townships of Porter and Fulton, in Rock County, Wisconsin, the Township of Sumner, in Jefferson County, Wisconsin, and the City of Edgerton, Rock County, Wisconsin, is hereby AMENDED as follows:

Paragraph III. PURPOSE AND INTENT., is hereby amended to read:

A. This AGREEMENT is entered into for the purpose of providing fire protection within the areas which compose the Edgerton Fire Protection District and within such other areas as may be contracted for by the Board of Trustees.

B. The Edgerton Fire Protection District shall be a municipality, as defined in Wisconsin Statutes Section 66.30(1)(a); this AGREEMENT hereby creates a commission to be known as the "EDGERTON FIRE PROTECTION DISTRICT COMMISSION", under Section 66.30, Stats.

C. As provided in Section V., below, a Board of Trustees shall administer the affairs of the Edgerton Fire Protection District Commission. As used in this AGREEMENT the term "Trustees" shall be synonymous with "Commissioners".

D. The Edgerton Fire Protection District Commission will be operated and maintained as an independent municipal entity. The District may sub-contract for emergency medical services or at its discretion develop and maintain said services for the purpose of providing said services within the fire district.

In all other respects the Fire Protection AGREEMENT, aforesaid, remains unchanged.

IN WITNESS WHEREOF, the signatory bodies to this AGREEMENT have caused their legal representative to execute this AGREEMENT on the 28<sup>th</sup> day of July, 1992.

Walter Siebenbaum  
Walter Siebenbaum, Chairman  
Township of Albion

Timothy G. Roenneburg  
Mayor Timothy G. Roenneburg  
City of Edgerton

David Viney  
David Viney, Chairperson  
Township of Porter

Richard Linsley  
Richard Linsley, Chairperson  
Township of Fulton

Lavern Maasz  
Lavern Maasz, Chairperson  
Township of Sumner



RESOLUTION REGARDING USER CHARGES

A regular meeting of the Commissioners of the Edgerton Fire Protection District Commission (the Commission) was held on the 2nd day of December, 1993, upon proper notice; a quorum of the Commissioners was present.

In addition to other business being transacted, upon motion of Commissioner [Signature] and a second made by Commissioner [Signature], the following RESOLUTION was unanimously adopted by the Commission, pursuant to its power of self-government, Section VIII of the FIRE PROTECTION AGREEMENT; RESOLVED:

WHEREAS, the Commission is a municipal corporation created as a commission for the purpose of providing fire protection as a Fire Protection District (the District); and

WHEREAS, tax monies from the signatory municipalities creating the Commission have and will be used to pay debt retirement, capital purchases and operating expenses of the District; and

WHEREAS, while the purpose of creation of the District was to protect, generally, the persons and property within the District, some persons and property will be specifically benefited by the existence and services of the District as it will be called to extinguish fires and provide other emergency services as may be within its power; and

WHEREAS, it is equitable for those persons and their property who are specifically benefited by the services of the District to pay a reasonable amount for such; and

WHEREAS, user fees by such citizens will help defray extraordinary costs of the District in providing the aforesaid services and will shift the burden of such extraordinary costs from the taxpayers of the various signatory municipalities, generally to those specifically benefited.

NOW, THEREFORE, it is determined that when persons request the services of the District for the protection of life and/or for the protection of their property (or if the person requesting the services does such in the reasonable belief that the person or property of another requires the services of the District) the persons or entity benefited by the services of the District shall be jointly and severally liable to the

District for the payment of \$500.00 if the District responds to a call requesting such services.

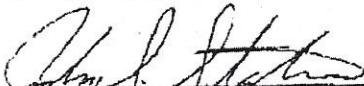
It is further RESOLVED that such \$500.00 per call charge may be increased or decreased by the Commission based upon relevant factors, such factors including, but not limited to, if the services rendered were substantially disproportionate to such \$500.00 amount taking into consideration the time spent by personnel of the District and the amount of equipment involved in response to the call.

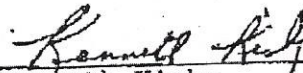
Any deviation from the \$500.00 charge shall require a majority vote of the Commissioners attending a regular or special meeting. In determining whether or not a deviation from the \$500.00 charge is appropriate the Commission shall presume that the \$500.00 charge is appropriate unless clear and convincing proof is submitted to the Commission indicating that it should be deviated from.


It is further RESOLVED that the Commission may, by a majority vote of the Commissioners attending a regular or special meeting, elect to: (a) write off charges that reasonably appear to be uncollectable, and (b) to bring legal action and to pursue such other and further collection steps as may be appropriate.

It is further RESOLVED that the aforesaid resolution shall take effect at 12:01 a.m., January 1, 1994, and shall be in effect for any calls received by the District on and after said 12:01 a.m.

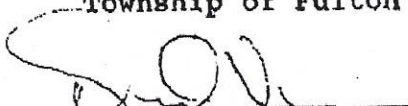
Executed by the below-signed Commissioners on the date aforesaid.

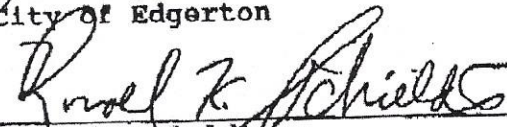
  
Clifford Swann  
Township of Albion

  
Kenneth Kirby  
Township of Sumner

  
R. James Linsley  
Township of Fulton

  
James Kapellen  
City of Edgerton

  
David Viney  
Township of Porter

  
Ronald Schielat  
City of Edgerton



RESOLUTION REGARDING ELECTION OF OFFICERS

At a meeting of the Commissioners of the Edgerton Fire Protection District Commission on the 5 day of May, 1994, at which a quorum was present, the following RESOLUTION was passed:

WHEREAS, the Edgerton Fire Protection District Commission was created by agreement by and between the Townships of Albion, Porter, Sumner and Fulton and the City of Edgerton, and;

WHEREAS, the FIRE PROTECTION AGREEMENT creating the EDGERTON FIRE PROTECTION DISTRICT COMMISSION, dated May 7, 1992 and amended July 28, 1992 provided that the Trustees (now Commissioners) are appointed by the signatory municipalities and that annually at the first meeting following the first Tuesday of April, the Board of Trustees (now Commissioners) shall elect a President, Vice President, and a Secretary-Treasurer, and;

WHEREAS, the Town Board and City Council members from the various municipalities who have been elected on the first Tuesday of April would not necessarily be seated on their respective Town Board or Council until after the first meeting of the Commission following the first Tuesday of April;

NOW, THEREFORE, be it RESOLVED that the Commissioners shall annually elect from their number a President, Vice President and Secretary-Treasurer at the Commission's first meeting in May of each year.

It is further RESOLVED that the aforesaid RESOLUTION shall take effect immediately.

Executed by the below-signed Commissioners on the date aforesaid.

Clifford E. Swann  
Township of Albion

Kenneth Kuby  
Township of Sunner

[Signature]  
Township of Fulton

[Signature]  
Township of Porter

Matthew J. Henderson  
City of Edgerton

Ronald K. Shields  
City of Edgerton



City of Edgerton Resolution No. 17-96

The FIRE PROTECTION AGREEMENT creating the EDGERTON FIRE PROTECTION DISTRICT dated the 7th day of May, 1992, (and amended July 28, 1992) by and between the Township of Albion, Dane County, Wisconsin, the Townships of Port and Fulton, Rock County, Wisconsin, the Township of Sumner, Jefferson County, Wisconsin, and the City of Edgerton, Rock County, Wisconsin, is further AMENDED as follows:

VII. FISCAL MATTERS. Paragraph A. is amended to delete the term: "estimated fair market value" and replace such with "equalized value as determined by the State of Wisconsin, Wisconsin Department of Revenue".


AND


VII. FISCAL MATTERS. Paragraph B. is deleted in its entirety and replaced with the following:

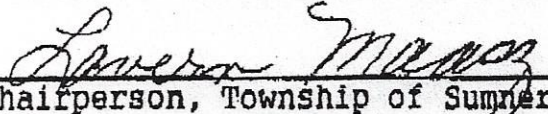
B. The signatories agree that the City of Edgerton Water Utility shall charge the Edgerton Fire District a hook-up fee and charge for water use to fight fires outside the City limits and the Fire District will be reimbursed by the affected Township. Said fees shall be determined by the Public Service Commission and the City of Edgerton Water Utility. The signatories also agree to pay public fire protection service charges based on meters installed per the Public Service Commission. The City of Edgerton Water Utility will not charge a hook-up fee nor charge for water use when used for Fire District training, testing of equipment, or for fighting fires within the City limits.

In all other respects the fire protection AGREEMENT aforesaid, as previously amended, remains unchanged.

IN WITNESS WHEREOF, the signatory bodies to this AGREEMENT have caused their legal representative to execute this AGREEMENT on the 3 day of OCTOBER, 1996.

  
Chairperson, Township of Albion

  
Chairperson, Township of Porter

  
Chairperson, Township of Sumner

  
Mayor, City of Edgerton

  
Chairperson, Township of Fulton



RESOLUTION

WHEREAS, the Edgerton Fire Protection District Commission (the commission) is a quasi-municipal corporation created by a FIRE PROTECTION AGREEMENT (the AGREEMENT) by and between the Townships of Albion, Fulton, Porter, Sumner and the City of Edgerton, such agreement being dated May 7, 1992, and amended on July 28, 1992; and

WHEREAS, the Commissioners of the Commission are empowered by the AGREEMENT to have the exclusive power to transact the business and affairs of the Commission and to maintain ultimate control and be responsible for the operation of the Edgerton Fire Protection District, (Article VIII of the AGREEMENT); and

WHEREAS, Article IX of the AGREEMENT provides that it is the duty of the Fire Chief to..." supervise and direct the day to day operations of the Edgerton Fire Protection District"; and

WHEREAS, Article X. paragraph B. of the AGREEMENT provides "the ... (commissioners)...or its designate shall administer all personnel matters"; and

WHEREAS, the commissioners want to clarify the roles of the commission and the Fire Chief regarding employees of the Edgerton Fire District Commission (but not the fire fighters, they being subject to the direction and control of the Edgerton Volunteer Fire Department, Inc., a separate entity).

NOW, THEREFORE, IT IS RESOLVED:

1. All personnel matters involving any employee of the Commission shall be within the purview of the Commission, except as provided below. "Employee" will include any part or full time personnel including, without limitation, the driver/dispatcher, that are paid by the Commission.
2. When responding to a fire call or other emergency, or for training purposes, any employee of the Commission actively engaged in such response, emergency, or training shall be subject to the direction of the Fire Chief.
3. If any employee of the Commission has a grievance, question, or concern regarding a personnel matter such employee shall communicate such grievance, question, or concern in



writing, to the Secretary and President of the Commission. Such communication shall be reviewed by the Commission at its next regularly scheduled meeting unless such communication requires a special meeting; the decision as to whether or not to call a special meeting shall be within the purview of the President of the Edgerton Fire Protection District Commission.

Dated this 3<sup>rd</sup> day of September, 1998.

James L. Busch, Jr  
Commissioner

John L. Stata  
Commissioner

Ronald F. Schueler  
Commissioner

Paul A. King  
Commissioner

Judith A. Nelson  
Commissioner

Commissioner

[Signature]  
President, Fire Protection  
District Commission

Ronald F. Schueler  
Secretary, Fire Protection  
District Commission

RESOLUTION

WHEREAS, the Edgerton Fire Protection District Commission (the Commission) is a quasi-municipal corporation created by a FIRE PROTECTION AGREEMENT by and between the Townships of Albion, Fulton, Porter, Sumner and the City of Edgerton, such AGREEMENT being dated May 7, 1992, and amended on July 28, 1992; and

WHEREAS, the Commissioners of the Commission are empowered by the AGREEMENT to have the exclusive power to transact the business and affairs of the Commission and to maintain ultimate control and be responsible for the operation of the Edgerton Fire Protection District; and

WHEREAS, paragraph VII.E. of the AGREEMENT provides that the "... Two Percent Fire Suppression Dues (Dues) shall continue to be deposited in the Volunteer Fireman Retirement Fund and Fire Department Equipment Fund"; and

WHEREAS, the aforesaid paragraph does not mandate that such Dues must exclusively be used for such retirement fund and equipment fund; and

WHEREAS, such Dues are sufficient to fund the Fire Department Retirement Fund and the Fire Department Equipment Fund; and

WHEREAS, there will be additional monies available from such Dues for other purposes; and

WHEREAS, there is a need to fund the cost of fire inspections; and

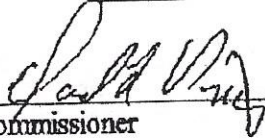
WHEREAS, the members of the Edgerton Volunteer Fire Department, Inc., (Fire Department) are in agreement that such Dues monies may be used for inspections.

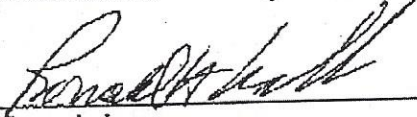
NOW, THEREFORE, IT IS RESOLVED:

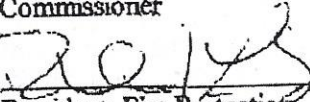
That monies, in amounts to be determined from time-to-time by agreement between the Commission and the Fire Department, may be transferred, annually, from such Two Percent Fire Suppression Dues, such to be used for the expenses pertaining to fire inspections within the District.

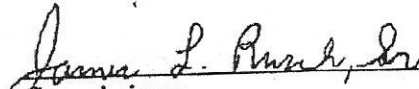


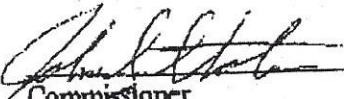
Dated this 14<sup>th</sup> day of April, 2001.


  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
President, Fire Protection  
District Commission

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Secretary, Fire Protection  
District Commission

TO

**RESOLUTION TO RECOMMEND AMENDMENT**

**FIRE PROTECTION AGREEMENT OF**

**EDGERTON FIRE PROTECTION DISTRICT**

WHEREAS, the Edgerton Fire Protection District (the "District") was created by a Fire Protection Agreement, (the "Agreement") by and between the Towns of Albion, Fulton, Porter and Sumner, and the City of Edgerton, such Agreement being dated May 7, 1992 and amended on July 28, 1992, October 3, 1996 and August 31, 2010; and

WHEREAS, it being determined that it is appropriate to amend Section VII. E. of the Agreement to bring the same into conformity with the requirements of Wis. Stats. §101.573(6); and

WHEREAS, pursuant to Section XIV of the Agreement, said Agreement may only be amended by a two-thirds vote of all signatories approving said amendment; and

WHEREAS, the Commissioners of the Commission of the District wish to recommend the following changes to the Agreement concerning fire suppression dues;

NOW THEREFORE, IT IS RESOLVED:

- The Commissioners of the Commission of the Edgerton Fire Protection District recommend to the signatory municipalities of the Edgerton Fire Protection District that Section VII. E. of the Fire Protection Agreement of the Edgerton Fire Protection District be amended to read as follows:

"VII.E. The signatories agree that the Two Percent Fire Suppression Dues shall be paid to the Edgerton Fire Protection District. Such dues shall be used by the Edgerton Fire Protection District for any or all of the following purposes:

- The purchase of fire protection equipment;
- Fire inspection and public education;
- Training of firefighters and fire inspectors performing duties under Section 101.14, Wis. Stats.
- To fund wholly or partially firefighters' pension funds or other special funds for the benefit of disabled or superannuated firefighters.



Approved by the Commissioners of the Edgerton Fire Protection District  
Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By:

\_\_\_\_\_  
David Viney  
President  
Edgerton Fire Protection District  
Commission

ATTEST:

\_\_\_\_\_  
Nancy Dickinson  
Secretary-Treasurer  
Edgerton Fire Protection District

Commission

MAS/EdgertonFireProtectionDistrict/ResolutionAmendFireProtectAgmReSuppressionDues 5-16-14

## AMENDMENT TO FIRE PROTECTION AGREEMENT OF EDGERTON FIRE PROTECTION DISTRICT

WHEREAS, the Edgerton Fire Protection District (the District) was created by a FIRE PROTECTION AGREEMENT (the AGREEMENT) by and between the Towns of Albion, Fulton, Porter, Sumner, and The City of Edgerton, such Agreement being dated May 7, 1992, and amended on July 28, 1992 and on October 3, 1996; and

WHEREAS, the Commission of the District having recommended by Resolution that the signatories to the Agreement amend certain portions of the Agreement to further clarify the roles of the Commission and certain officers of the District regarding employees of the District and to address the fire suppression dues and;

WHEREAS, the signatories to the Agreement having determined that the Amendments as recommended by the Commission to the Agreement are reasonable and appropriate;

NOW THEREFORE, the following Amendments to the Edgerton Fire Protection Agreement of May 7, 1992 as amended July 28, 1992 and on October 3, 1996, are hereby approved as follows.

Section 1: That Section VII. E. be amended to read as follows:

"The signatories agree that the Two Percent Fire Suppression Dues shall be continued to be deposited in the Volunteer Firemen Retirement Fund. It is also agreed that all Wisconsin Retirement System Trust Fund and payments shall be continued by the Fire District."

Section 2. That Section VII. F. be repealed.

Section 3. That Section VIII. A. be amended to read as follows:

"The Board of Trustees shall have the exclusive power to transact the business and affairs of the Edgerton Fire Protection District. Included herein, without limitation, is the power to purchase and dispose of property of the Fire District and to employ, suspend or terminate Fire District personnel."

Section 4. That Section X. of the Fire Protection Agreement of the Edgerton Fire Protection District be amended to read as follows:

"X. PROCEDURE FOR SELECTION OF FIRE DEPARTMENT  
OFFICERS AND PERSONNEL.



The Fire Chief, Deputy Chief and one (1) Assistant Chief shall be member(s) in good standing for at least five (5) years or persons with five (5) years training and experience in Fire Department operations.

- A. The Board of Trustees shall appoint the Fire Chief, Deputy Chief, EMS Director, Assistant EMS Director, and all full-time and part-time EMS employees. The Assistant Fire Chief(s) and departmental officers, except as otherwise provided herein, shall be selected by the Fire Chief subject to approval of the Board of Trustees.
- B. The Board of Trustees or its designee shall administer all personnel matters.
- C. The Board of Trustees may remove for just cause, any officer or other member of the Fire Department. Any officer or member so removed may have such determination reviewed as provided in Chapter 68, Wis. Stats.
- D. The Edgerton Fire Protection District shall be an Equal Opportunity Employer."

Section 5. Section VIII. shall be amended to read as follows:

"Section ~~VIII~~ <sup>XIII</sup> COMPENSATION.

- A. The Board of Trustees shall have the exclusive power to establish and pay out of the funds of the Edgerton Fire Protection District, compensation to the Fire Chief, Deputy Chief, EMS Director, EMS Assistant, Fire Department and Emergency Medical Services Personnel.
- B. The Board of Trustees shall be paid per diem and all other reasonable expenses incurred in the performance of their duties for the Edgerton Fire Protection District."

In all other respects, the Agreement as previously amended remains unchanged.

IN WITNESS WHEREOF, the signatory bodies to this Agreement have caused their legal representatives to execute this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Roger Olson  
Chairperson, Town of Albion

\_\_\_\_\_  
David Viney  
Chairperson, Town of Porter

*John Dohner* 8-31-10

\_\_\_\_\_  
John Dohner  
Chairperson, Town of Sumner

\_\_\_\_\_  
Evan Sayre  
Chairperson, Town of Fulton

\_\_\_\_\_  
Erik Thompson  
Mayor, City of Edgerton