

**FIRE PROTECTION AGREEMENT
BRODHEAD FIRE PROTECTION DISTRICT**

- I. **AUTHORIZATION.** This Agreement is entered into by and between the City of Brodhead, a Wisconsin City (hereinafter "City"), and the Brodhead Rural Fire Association, an association of Wisconsin Towns (hereinafter "Rural"), pursuant to the provisions of s. 66.0301, 60.55, 60.565, 62.13, and 66.0608 Wis. Stats. (hereinafter "District Member" or collectively the "District Members").
- II. **NAME AND AREA.** The following areas are hereby designated as those areas to be included in and protected by the Brodhead Fire Protection District (hereinafter "District") and to come within the scope of this Agreement:
- a. The City, which consists of the entire City of Brodhead;
 - b. Rural, which consists of the following sections of Towns:
 - Town of Decatur (Green County): 1-2, 10-28, 33-36
 - Town of Spring Grove (Green County): 1-3, 10-16, 21-28, 33-36
 - Town of Spring Valley (Rock County): 5-8, 17-20, 29-32
 - Town of Avon (Rock County): 5-8, 17-20, 29-32
 - Town of Magnolia (Rock County): 28-33
- III. **PURPOSE AND INTENT.** This Agreement is entered into for the purpose of providing fire protection, first response, and public service within the District and within such other areas as may be contracted for by the Commission. It is intended that as of the effective date of this Agreement, the fire department will be operated and maintained as an independent entity and that the City of Brodhead Fire Department will cease to exist. It is the intent to create a commission which is a separate and distinct municipality under 66.0301 Wis. Stats.; not a fire company under Chapter 213, Wis. Stats. The parties hereto believe that this Agreement will provide adequate fire protection for all persons and properties situated within the District through joint and mutual cooperation, and will provide the same by means of a single administrative authority. It is the common belief of the parties hereto (1) that adequate protection against fire losses in the District can best be secured by the mutual joint purchase and ownership of firefighting equipment; (2) that a more effective fire protection organization will result from joint and mutual cooperation of the District Members; and (3) the overall costs of fire protection can be reduced by the equitable sharing of costs by the District Members.

IV. DISPOSITION OF PRESENT EQUIPMENT AND FACILITIES.

- a. The City agrees to contribute to the District, without charge, all assets currently deemed to be owned by the City's fire department, including without limitation, all real estate and improvements located thereon, cash, investments, vehicles, office equipment and supplies, firefighting equipment, and any and all other tangible and intangible personal property.
- b. Rural agrees to contribute to the District, without charge, all assets currently deemed to be owned by it, including without limitation, all real estate and improvements thereon, cash, investments, vehicles, office equipment and supplies, firefighting equipment, and any and all other tangible and intangible personal property.
- c. Except for the Public Fire Protection Service fee a/k/a the Fire Hydrant Rental Fee, all legally binding agreements and obligations incurred by the City with regard to fire protection services and Rural shall be deemed the agreements and obligations of the District, including all liabilities associated with assets transferred to the District by the City and Rural.

V. HEADQUARTERS AND EQUIPMENT LOCATION. The headquarters of the District shall be located at 1100 West 3rd Avenue, Brodhead, Wisconsin (hereinafter the "Fire House"). The District's firefighting equipment shall be kept at the Fire House, unless in its sole discretion, the Commission determines that it is in the best interests of the District to keep and store portions or all of the District's firefighting equipment at a different location.

VI. COMMISSION.

- a. District Commission.
 - i. The affairs of the District shall be administered by a commission (hereinafter the "Commission"). The Commission shall consist of six (6) regular members (hereinafter "Commissioners"), consisting of three (3) representatives from the City and three (3) representatives from Rural. Each Commissioner shall be given one vote and the Commissioners shall represent the District. Each Commissioner shall be selected by the governing body of each respective District Member pursuant to its Ordinances, Resolutions or Agreements and shall not be a volunteer or employee of the fire department. The City shall select one (1)

Commissioner to serve from the date of this Agreement to the 31st day of May, and an initial term of one (1) year and two (2) Commissioners to serve from the date of this Agreement to the 31st day of May and an initial term of two (2) years. Rural shall select two (2) Commissioners to serve from the date of this Agreement to the 31st day of May and an initial term of one (1) year and one (1) Commissioner to serve from the 31st day of May and an initial term of two (2) years. After their initial selection, each Commissioner shall serve two (2) year terms. Terms shall commence on June 1 and end on May 31.

- ii. For the purpose of maintaining representation on the Commission proportionate to each District Member's overall contribution to the District budget, a District Member whose total contribution to the District budget is Fifty-Three Percent (53%) or greater shall be given one (1) extra Commissioner, bringing the Commission to seven (7) total Commissioners. The seven (7) member Commission shall exist so long as a District Member's share of the District budget is Fifty-Three Percent (53%) or greater. Any Commissioner selected to serve under this paragraph shall do so under a one (1) year term, commencing on the 1st day of June in the year when said budget allocation of the District Member's percentage is greater than Fifty-Three Percent (53%) and ending on May 31 of the following year. Any Commissioner selected under this subsection shall serve for a one (1) year term so long as said District Member's contribution remains above Fifty-Three Percent (53%).
- iii. Any vacancy on the Commission, by virtue of a death, resignation, or removal for just cause, shall be filled by the District Member by which said Commissioner was selected. The newly selected Commissioner shall serve out the vacated Commissioner's remaining term.

b. Officers.

- i. The officers of the Commission shall be a President, Vice-President, Secretary, and Treasurer, who shall be elected by a majority vote of the Commission at the annual meeting and shall hold office for a term of one (1) year. The Commission may remove an officer for cause.
- ii. Any vacancy created in any office described in this section shall be filled by the Commission at a regular meeting or a special meeting called for

such purpose. Before such vacancy is filled, any vacancy existing on the Commission shall first be filled in accordance with Section 6(a)(iii).

iii. The duties of the Officers shall be as follows:

1. President. The President shall preside at all meetings of the Commission. The President shall ensure that all actions of the Commission are put into effect. The President shall execute all documents authorized by the Commission. The President shall do all other things as directed from time to time by the Commission.
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 Commission.
3. Secretary. The Secretary shall keep a complete record of all proceedings conducted by the Commission and shall make a record of all Commissioners present at such meeting. The Secretary shall further correspond on behalf of the District as needed and serve as the custodian of all of the District's records and documents.
4. Treasurer. The Treasurer shall keep a complete record of all transactions of the District. The Treasurer shall act as custodian of monies received by the District and shall sign with the President all checks written on the accounts of the District. The Treasurer shall further insure that generally accepted accounting principles are observed in the maintenance of the District's financial records.

VII. MEETINGS.

- a. Regular monthly meetings of the Commission shall be held on the third Tuesday of every month or on such other day of the month as may be determined by a majority vote of the Commission. Such meetings shall be held at a place designated by the Commission and shall be open to the public. The purpose of such meetings shall be to conduct any and all business germane to the District and to hear any residents of the District regarding the business and affairs of the District. Notice of each meeting of the Commission shall be given in accordance with the Wisconsin Open Meetings Law, as set forth in Chapter 19 of the Wisconsin Statutes.

- b. In lieu of the regular meeting in May of each year, there shall be an annual meeting of the Commission held on the third Tuesday in January. At the annual meeting, the officers shall be elected, and any other business may be transacted.
- c. At the call of the President or any two (2) Commissioners, the Secretary 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 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. 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, provided that public notice has been given in accordance with s. 19.84, Wis. Stats.
- d. A majority of the Commission shall constitute a quorum for all purposes, except as otherwise provided by this Agreement.
- e. A simple majority of a quorum shall be sufficient to pass all motions, ordinances and resolutions of the Commission, except as otherwise provided by this Agreement.

VIII. FISCAL MATTERS.

- a. Annually, and not later than September 1 of each year, the Fire Chief of the District, or in his/her absence, the Assistant Chief designated by the Commission, shall submit to the Secretary, a budget addressing the operation and maintenance of the District for the following calendar year. The budget shall be based upon budgeted income and projected expenditures in amounts which the Fire Chief deems to be required for the operation of the District at a standard reasonably necessary to insure the protection and safety of the residents of the District. The Commission shall, by a two-thirds (2/3) vote of all of the Commissioners, approve the budget presented by the Fire Chief, or in his/her absence, the Assistant Chief designated by the Commission, with any amendments, changes or revisions thereto as deemed necessary by the Commission, no later than October 30. The Secretary shall immediately forward a complete copy of the approved budget to the City Clerk and the Treasurer of Rural. Each District Member will be responsible for its respective share of revenue for the budget and shall pay to the Treasurer of the District a minimum of Fifty Percent (50%) of its respective share by January 31 and the remainder by July 31. A District Member's respective share shall be determined as follows:

- i. One half ($\frac{1}{2}$) of the budget's revenue shall be allocated to each District Member in proportion to the most recent total equalized property value of each District Member as such value is presented to the Commission by the City Clerk and the Treasurer of Rural on the 15th day of September preceding the budget year. The City Clerk shall obtain the total equalized property value of the City through the Wisconsin Department of Revenue. Rural's Treasurer shall obtain the total equalized property value of Rural by certification from the County Clerks of Green and Rock County regarding such value.
 - ii. One half ($\frac{1}{2}$) of the budget's revenue shall be allocated to each District Member in proportion to the most recent total population of each District Member as such figure is certified to the Commission by the City Clerk and the Treasurer of Rural on the 15th day of September preceding the budget year.
- b. The District shall pay a service fee per incident and a bulk water fee set by the Public Service Commission and imposed upon the City's Water & Light Utility for water utilized for fires or emergency calls in the sections of the District outside of the City. The City's Water & Light Utility shall bill the District for such water utilized for fires or emergency calls in the sections of the District outside of the City and the District shall allocate said expense to Rural to be paid directly by it.
 - c. Annually, at the time the Secretary submits the approved budget to the City Clerk and the Treasurer of Rural, the Secretary shall also submit to the City Clerk and the Treasurer of Rural a complete financial statement covering the operations and fiscal status of the District.
 - d. Two-thirds ($\frac{2}{3}$) of all of the Commissioners shall be required to adopt the annual budget, to authorize the purchase of land, and to authorize the construction of a new fire station.

IX. POWERS OF THE COMMISSIONERS.

- a. The Commission shall have the power to transact the business and affairs of the District which includes without limitation, the power to purchase, lease, sell and dispose of property, equipment and supplies of the District upon such terms and conditions as it shall determine, provided that such power shall not be exercised except in a manner which is consistent with the duly-enacted budget of the

District and the other provisions of this Agreement. All items purchased by the Commission shall be the property of the District.

- b. The Commission shall have the power to authorize the President and Secretary to borrow money and execute all necessary documents on such terms as the Commission may direct, provided that no borrowing in excess of \$25,000, other than borrowing necessary to cover overdue and unpaid contributions to budgeted income from a District Member, shall occur unless authorized by the governing boards of the District Members.
- c. The Commission shall maintain ultimate control and responsibility for the operation of the District. However, it is deemed essential to the operations of the District that the Commission will rely heavily upon the judgment and advice of the Fire Chief in all matters germane to the technical requirements of the fire department. The Commission acknowledges that, as of the date of this Agreement, there exists the fire department By-Laws dated April 11, 2011 (hereinafter the "By-Laws"), which contain the policies and procedures governing the operations of the fire department and its personnel. The Commission intends to use the By-Laws but it shall have the sole discretion and authority to amend, revise or change the By-Laws. Prior to any such amendment, revision, or change, the Commission shall first consult with the Fire Chief and any other appropriate fire department personnel.

X. **POWERS OF THE FIRE CHIEF.** The District may employ a part-time or full-time Fire Chief to supervise and direct the day-to-day operations of the District, together with any assistant(s) to the Fire Chief. Those persons named shall serve at the pleasure and under the supervision of the Commission. The organizations of volunteer firefighters within the District may, under the By-Laws, or any amendments, revisions or changes thereto, name assistant chiefs and other fire officers, all of which are subject to approval by the Commission.

XI. **VOLUNTEERS AND EMPLOYEES.**

- a. The District may employ such additional part-time and full-time employees of the District as it may deem necessary, consistent with the approved budget of the District and with the express consent of the Commission.
- b. The Commission may, in its discretion, remove any volunteer or paid firefighter, non-firefighter personnel, and office personnel from the roll of authorized

personnel of the District, provided that the Commission shall follow the provisions of the By-Laws, or any amendments thereto.

- c. Pursuant to Section 66.0608 of the Wisconsin Statutes (2005-06), the Fire Chief, or his/her designee, is authorized to deposit fire volunteer funds in accounts in the name of the District in a public depository. Such funds shall be controlled by the duly-authorized volunteer organizations to which they relate, provided that any equipment purchased through use of such funds shall become the property of the District. The Commission shall seek the input of said volunteer organizations before selling or otherwise disposing of any of the equipment purchased through the use of such funds.

XII. COMPENSATION.

- a. The Commission shall have the power to establish and pay out of the funds of the District, compensation for the Fire Chief and other District employees or personnel.
- b. Commissioners may be paid per diem and may be reimbursed for all other reasonable expenses incurred in the performance of his/her duties for the District.

XIII. ATTACHMENT AND DETACHMENT.

- a. The Commission may from time to time either attach or detach from the District such contiguous areas as they may direct, provided that there is a two-thirds (2/3) vote of all of the Commissioners on any proposed attachment or detachment and provided further that any proposed detachment shall not alleviate the portion detached from its responsibilities with regard to any pre-existing long term indebtedness of the District. Any detachment or attachment considered hereunder shall be predicated upon the overall evaluation and implementation of sound fire protection for the areas involved which shall be determined by the Commission after consultation with the Fire Chief and any other appropriate fire department personnel.
- b. The Commission may contract with any contiguous town or municipalities, or parts thereof, for the furnishing of fire protection services to such proposed town or municipality, or portion thereof, upon such terms as they deem proper.

XIV. DISSOLUTION AND WITHDRAWAL.

- a. The District may be dissolved by means of a joint resolution directing dissolution adopted by the governing boards of both District Members. Such dissolution shall occur at the end of the full calendar year in which a certified copy of the resolution is delivered to the Secretary of the District, provided that said resolution is delivered by June 30. If the certified copy of the resolution is not delivered to the Secretary of the District by June 30 of the calendar year at the end of which dissolution is directed, then dissolution shall not occur until the end of the following calendar year.
- b. In the alternative, the District may be dissolved by means of a resolution directing dissolution, adopted by the governing board of one of the District Members, which shall deliver a certified copy thereof to the Secretary of the District. Such dissolution shall occur on the last day of the first full calendar year after delivery of said resolution.
- c. The District may further be dissolved by one of the District Members if the other District Member defaults under any term or provision of this Agreement and said default continues for sixty (60) days following the non-defaulting District Member's written notice to the Secretary or Clerk of the defaulting District Member describing said default. Such dissolution hereunder shall occur six (6) months following the expiration of said sixty (60) days.
- d. In the event of dissolution of the District pursuant to subparagraphs (a), (b), or (c) above, all property related to District operations, including assets and liabilities shall be distributed or assigned to the District Members, at the time of dissolution, in the following manner:
 - i. If the District is dissolved within seven (7) years of the effective date of this Agreement, all assets, together with any debts or liabilities specifically attributed to said asset, transferred to the Fire District at the time of its creation shall immediately revert back to the original donor thereof, either the City or Rural, for the possession, ownership, and use by the original donor. Any assets purchased by the District within the seven (7) years of the effective date of this Agreement, shall be appraised at their fair market value, as of the date of dissolution, determined by a competent and disinterested appraiser determined by mutual agreement of the District Members or, absent such agreement, by arbitration as provided for below. All liabilities shall be determined as of the date of dissolution. The equity

in each asset owned by the District on the date of dissolution shall be allocated to the District Members in proportion to the total contribution of each District Member toward payments made for the asset as determined through application of the formulas actually used for allocation of the budget of the District.

ii. If the District is not dissolved within seven (7) years of the effective date of this Agreement, all such assets shall be appraised at their fair market value, as of the date of dissolution, determined by a competent and disinterested appraiser determined by mutual agreement of the District Members or, absent such agreement, by arbitration as provided for below. All liabilities shall be determined as of the date of dissolution. The equity in each asset owned by the District on the date of dissolution shall be allocated to the District Members in proportion to the total contribution of each District Member toward payments made for the asset as determined through application of the formulas actually used for allocation of the budget of the District.

e. In order to accomplish distribution of the property (assets and liabilities) related to District operations, and to address inequities which may result from distribution of assets in kind, the District Members will negotiate and attempt to determine a reasonable basis upon which the distribution can be completed, consistent with the foregoing provisions of this paragraph. In the event the District Members are unable to agree upon a distribution of such property, the manner and means of such distribution shall be determined by arbitration upon the written request of any one of the District Members, delivered to the City Clerk or the Secretary of Rural, by certified mail, return receipt requested. Upon delivery of such notice, the District Members shall attempt to agree upon the selection of an arbitrator and in the event of their failure to agree, an arbitrator shall be appointed in the manner provided for in Chapter 788, Wis. Stats. The arbitrator selected shall, in accordance with the procedures of Chapter 788, Wis. Stats. and, after hearing, determine a fair and equitable distribution of the property related to District operations, consistent with the provisions of this paragraph, including the relative shares and proportions specified therein, and the District Members shall be bound by the arbitrator's determination. The cost of the arbitration shall be paid by the District Members in equal shares.

XV. **TERM OF AGREEMENT; AMENDMENTS.** The provisions of this agreement shall remain effective and binding upon the District Members until such time as the District is dissolved as set forth above. At any time prior to dissolution of the

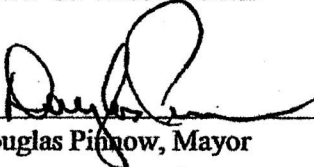
District, the terms of this Agreement may be modified by the affirmative votes of both governing bodies of the District Members.

XVI. SEVERABILITY. If any provision of this agreement shall be determined to be wholly or partially unenforceable, such determination shall not affect the validity and enforceability of the balance of this agreement.

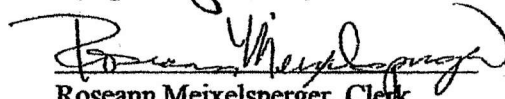
XVII. ENFORCEMENT. The rights and remedies provided in this Agreement shall be in addition to other rights and remedies available in law or equity.

IN WITNESS WHEREOF, the District Members have caused their legal representative to execute this Agreement on the 25 day of February, 2013.

CITY OF BRODHEAD

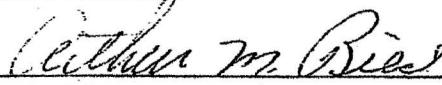


Douglas Pinnow, Mayor

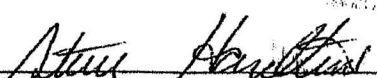


Roseann Meixelsperger, Clerk

**BRODHEAD RURAL FIRE
ASSOCIATION**



Arthur M. Riese, President



Steven W. Hazeltine, Secretary

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2013, by and between the Town of Decatur, a Wisconsin Town located in Green County, Wisconsin ("Decatur"), the Town of Spring Grove, a Wisconsin Town located in Green County, Wisconsin ("Spring Grove"), the Town of Spring Valley, a Wisconsin Town located in Rock County, Wisconsin ("Spring Valley"), the Town of Avon, a Wisconsin Town located in Rock County, Wisconsin, ("Avon") and the Town of Magnolia, a Wisconsin Town located in Rock County, Wisconsin ("Magnolia")(hereinafter individually a "Town" or collectively "Towns").

RECITALS

A. Decatur, Spring Grove, and Magnolia have, since 1973, been participants in an organization known as the Brodhead Rural Fire Association ("BRFA"), which was loosely organized by virtue of a Constitution and Bylaws. Spring Valley and Avon joined the BRFA in 1982;

B. Since 1973, the BRFA has contracted with the City of Brodhead for the procurement of fire services in certain sections of the Towns;

C. The Towns desire to more formally set forth the governance and authority for the BRFA in a written agreement authorized under section 66.0301, Wis. Stats.;

D. The Towns previously enter into an Intergovernmental Agreement dated April 1, 2012 (hereinafter "2012 Agreement") and this Agreement is intended to fully repeal and replace that agreement.

E. The Towns further desire through the association formed herein, to join, as an organization, a fire district with the City of Brodhead ("Fire District").

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, the parties agree as follows:

1. Authorization. This Agreement is entered into pursuant to the authorization granted under sections 60.55, 60.565, and 66.0301 of the Wisconsin Statutes as they exist on the date of execution of this Agreement.

2. Name and Area. The name of the entity created hereunder shall be "THE BROADHEAD RURAL FIRE ASSOCIATION" (referred to herein as the "Association"). The Association is established by the Towns to serve only those sections of the Towns set forth below:

Decatur:	Sections 1-2, 10-28, 33-36;
Spring Grove:	Sections 1-3, 10-16, 21-28, 33-36;
Spring Valley:	Sections 5-8, 17-20, 29-32;
Avon:	Sections 5-8, 17-20, 29-32;
Magnolia:	Sections 28-33

3. Purpose. The purpose of this Agreement is to form an Association that, on behalf of the Towns, contracts with the City of Brodhead to form a Fire District in order to provide adequate fire protection services for all persons and properties situated within the sections of the Towns of the Association. It is the common belief of the parties that a more effective fire protection organization will result from joint and mutual cooperation of the Towns and that the overall costs of fire protection can be reduced by the equitable sharing of costs among the Towns.

4. Effective Date. The Association shall be deemed constituted on the date first written above, and all assets previously owned or used by the entity previously identified as the BRFA or by the association organized under the 2012 Agreement shall be deemed assets of the Association. Further, all legally binding agreements and obligations incurred by the entity previously identified as the BRFA or by the association organized under the 2012 Agreement shall be deemed to be the agreements and obligations of the Association created hereunder. In addition, this Agreement shall constitute a joint resolution of the Towns directing the dissolution of any prior associations and directing that all of its functions be deemed merged into the Association created hereby, so that the Constitution and the Bylaws of said predecessor entity shall be, and are hereby, vacated, rescinded and of no further force or effect.

5. Board of Directors.

a. Management and control of the Association shall be carried out by a Board of Directors consisting of eight (8) members, which shall include two (2) from Decatur, two (2) from Spring Grove, two (2) from Magnolia; one (1) from Avon and one (1) from Spring Valley. All Directors shall be a Town Board Supervisor or Chair in their respective Towns and each Director shall have one (1) vote.

b. A Director shall be appointed by the Town Board of the Town in which he/she is a Town Board supervisor and shall serve a two (2) year term, commencing in June of odd years. If a director is unable to serve, whether by death, disability,

resignation, or otherwise, his/her remaining term shall be filled by appointment by the outgoing director's Town Board.

6. Officers. The officers of the Board of Directors shall be a President, Vice-President, Secretary, and Treasurer who shall be elected by the Board of Directors from among its membership at its June meeting and each officer shall hold office for a term of one year. The Board of Directors may remove any officer for cause. Any vacancy occurring in any office described in this paragraph shall be filled by the Board of Directors from among its duly appointed members at a regular or special meeting called for such purpose. Before such vacancy is filled, any vacancy existing on the Board of Directors shall first be filled in accordance with section 5.

a. President. The President of the Association shall preside at all meetings of the Board of Directors and shall insure that all directives of the Board of Directors are carried out. The President shall execute all documents duly authorized by the Board of Directors and, consistent with the powers granted to the Board of Directors under this Agreement, shall take such other actions as may be prescribed, from time to time, by the Board of Directors.

b. Vice President. The Vice-President of the Association shall discharge the duties of the President in the event of the President's absence or disability and shall perform such additional duties as may, from time to time, be prescribed by the Board of Directors.

c. Secretary. The Secretary shall keep a complete record of all proceedings conducted by the Board of Directors and shall make a record of all Directors present at such meeting. The Secretary shall further correspond on behalf of the Association as needed and serve as the custodian of all Association records and documents.

d. Treasurer. The Treasurer shall keep a complete record of all transactions of the Association. The Treasurer shall act as custodian of monies received by the Association and shall sign all checks written on the accounts of the Association. The Treasurer shall further insure that generally accepted accounting principles are observed in the maintenance of the Association's financial records.

7. Meetings. The Board of Directors shall, unless otherwise agreed upon by the Board of Directors, meet and conduct Association business in May, July, September, and December and at any special meeting called by the President or, in his absence, the Vice President. All meetings shall be held at a location to be determined by the President or, in his absence, the Vice President. Notice of each meeting shall be given in accordance with the Wisconsin Open Meetings Law.

8. Powers of Directors.

a) The Board of Directors shall appoint the number of Fire District commissioners designated in the Fire District agreement. Any Fire District commissioner appointed by the Board of Directors shall be a member of the Board of Directors and, at a minimum, one Fire District commissioner shall be from Decatur, one Fire District commissioner shall be from Spring Grove and one Fire District commissioner shall be from Avon, Magnolia or Spring Valley.

b) By September 10 of each year, those directors serving as Fire District commissioners, shall present to the Board of Directors a proposed budget as submitted by the Fire Chief of the Fire District. On or before September 30th, the Board of Directors shall approve and authorize said budget by two-thirds (2/3) vote, or in the alternative, present an alternative budget to those directors serving as Fire District commissioners, which in turn shall be presented to Fire District Commission. Upon the approval and adoption of any budget, each Town shall contribute to the Association its share of the budgeted expenses, which shall be proportionate to the total equalized value of real property in the sections of each Town served by the Association.

c) The Board of Directors shall be responsible for approving and authorizing any matter presented to it by the Fire District that, pursuant to the Fire District agreement requires approval by the Association.

9. Fire District Approval. Any decision or resolution to join or dissolve the Fire District shall be by a Two-Thirds (2/3) vote of the Board of Directors.

10. Term of Agreement; Amendments. The provisions of this agreement shall remain effective and binding upon the Towns until such time as the Association is dissolved as set forth below. At any time prior to dissolution of the Association, the terms of this Agreement may be modified by the affirmative votes of the governing boards of all of the Towns.

11. Unanimous Dissolution.

a. The Association may be dissolved by means of a joint resolution directing dissolution adopted by the governing boards of all of the Towns. Such dissolution shall occur at the end of the full calendar year in which a certified copy of the resolution is delivered to the Secretary of the Association, provided that said resolution is delivered by June 30. If the certified copy of the resolution is not delivered to the Secretary of the Association by June 30 of the calendar year at the end of which dissolution is directed, then dissolution shall not occur until the end of the following calendar year.

b. In the event of dissolution of the Association under subparagraph (a) above, all property of the Association, including assets, whether real or personal, and all liabilities shall be distributed or assigned to the Towns, at the time of dissolution, in the following manner:

(i) All such assets shall be appraised and their fair market value, as of the date of dissolution, shall be determined by a competent and disinterested appraiser determined by a majority vote of the Towns. All liabilities shall be determined as of the date of dissolution.

(ii) The equity in each asset owned by the Association on the date of dissolution shall be allocated to the Towns in proportion to the total contribution of each Town toward payments made for the asset as determined through application of the formulas actually used for allocation of the budget of the Association or its predecessor entity to payments made for the asset in each budget year prior to and including the date of dissolution, recognizing and accounting for allocations in previous years that were different from those established under the current version of this Agreement. Credits in respect to fire dues, attributable to the Towns, shall be taken into account in determining their respective contributions.

c. In order to accomplish distribution of the property (assets and liabilities) related to Association operations, and to address inequities which may result from distribution of assets in kind, the Towns will negotiate and attempt to determine a reasonable basis upon which the distribution can be completed, consistent with the foregoing provisions of this paragraph. In the event the Towns are unable to agree upon a distribution of such property, the manner and means of such distribution shall be determined by arbitration upon the written request of any Town and delivered to the clerks of the other Towns, by certified mail, return receipt requested. Upon delivery of such notice, the Towns shall attempt to agree upon the selection of an arbitrator and in the event of their failure to agree, an arbitrator shall be appointed in the manner provided for in Chapter 788, Wis. Stats. The arbitrator selected shall, in accordance with the procedures of Chapter 788, Wis. Stats. and, after hearing, determine a fair and equitable distribution of the property of the Association, consistent with the provisions of this section, including the relative shares and proportions specified herein, and the Towns shall be bound by the arbitrator's determination. The cost of the arbitration shall be paid by the Towns in five equal shares.

12. Unilateral Dissolution.

a. In the alternative to Unanimous Dissolution as set forth in Section 10 above, the Association may be dissolved by means of a resolution directing dissolution, adopted by the governing board of one of the Towns, which shall deliver a certified copy thereof to the Secretary of the Association. Such dissolution shall occur on the last day of the second full calendar year after such delivery of the resolution. Any provision to the contrary in this Agreement notwithstanding, the rights of any Town to elect to dissolve the Association under the terms of this subparagraph (b) and to receive a share of the assets and liabilities of the Association pursuant to the provisions of subparagraphs (c) and (d), below, shall remain in effect at all times until the Association is dissolved.

b. Any Town choosing to exercise its rights under subparagraph (a) above shall forfeit any claim or rights it has or may claim to have in any assets owned by the Association or in any assets owned by the Fire District.

c. Should any Town(s) choose to exercise its rights under subparagraph (a) above, those Towns remaining may voluntarily permit, by majority vote, the Town(s) voting to dissolve to be dismissed from the Association and to continue operating under the terms set forth herein, thereby continuing the Association.

13. Counterparts. This Agreement may be executed in separate counterparts each of which is deemed to be an original and all, when taken together, constitute one in the same Agreement.

14. Amendment. The terms of this Agreement may be modified by the affirmative votes of all of the Town boards.

15. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, drafts, agreements, and writings are specifically superseded by this Agreement. This Agreement represents the mutual intent of the parties, and the fact that one or more of its provisions was drafted by one party or the other shall not be construed to the benefit or detriment of either party.

16. Authority. Each party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Copies of the resolutions of the Town Boards authorizing this Agreement are attached to this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.

[SIGNATURES ON FOLLOWING PAGE]

Dated: JAN 7, 2013.

TOWN OF AVON

By: Michael F Moore
Michael Moore, Town Chair

b

By: Gloria Oestreich
Gloria Oestreich, Town Clerk

Dated: Jan 28, 2013.

TOWN OF MAGNOLIA

By: Fern McCoy
Fern McCoy, Town Chair

By: Graceann Toberman
Graceann Toberman, Town Clerk

Dated: 1-14-13, 2013.

TOWN OF SPRING VALLEY

By: Steve Hazeltine
Steve Hazeltine, Town Chair

By: Judith Albright
Judith Albright, Town Clerk

Dated: February 1st, 2013.

TOWN OF SPRING GROVE

By: Patrick A. Faessler
Patrick Faessler, Town Chair

By: Debra Cline
Deb Cline, Town Clerk

Dated: January 23, 2013.

TOWN OF DECATUR

By: Arthur M. Reise
Arthur Reise, Town Chair

By: Ann Schwartz
Ann Schwartz, Town Clerk