



Cross Plains Area Emergency Medical Services District Board

Meeting Agenda for Wednesday February 26, 2025 @ 7:00 pm.

Cross Plains Berry Fire Department – 1501 Bourbon Road

I. **Call to order and Pledge of Allegiance.**

Meeting called to order at 1900. Present are Greg Hyer, Dave Laufenberg, Jay Lengfeld, and Holly Ellickson. Absent: Mike Statz.

II. **Approval of Minutes from November 20, 2024 meeting.**

Dave Laufenberg makes a motion to approve minutes from November 20, 2024 as written. Jay Lengfeld seconded. Motion Passes.

- III. **Public Comment:** This is an opportunity for anyone to address the EMS Board on any issue NOT on the current agenda. Please observe the time limit of 3 minutes. While the EMS Board encourages input from residents, it may not discuss or act on any issue that is not duly noticed on the agenda.
No Public Comments made.

IV. **Agenda items from last meeting:**

a.) Discussion/Action on Chief have cell phone paid for by the district. Dave Laufenberg makes a motion to approve a cell phone for the Chief. Jay Lengfeld seconded. Motion passes.

- V. **Discussion/Action of Chief being off probation as of 01/24/2025. Probation salary was set at \$70,000.00 per offer letter.** Holly has completed probation as defined in the appointment letter. Jay Lengfeld makes a motion to move Holly from probation to a permanent position as Chief. Dave Lengfeld seconded. Motion passes.

VI. **Financial Report:**

a.) Discussion/Action of 2024 budget. The board reviewed and accepted this report.

b.) Discussion/Action on excess funds from 2024 budget.

1.) Chief's Suggestions

Greg Hyer makes a motion to approve the Chief's list as is except number 4. Greg states we should take the \$45,000.00 plus \$50,000.00 from the Capitol Account to go towards the new Ambulance. This would leave \$25,000.00 in the Capitol Account. Dave Laufenberg seconds the motion. Discussion: Jay states that we should have budget amendments into the line items so this money can be tracked. Should also show in 2025 budget the total amount of surplus carried forward. Motion passes.

c.) Discussion/Action on checks written. Greg Hyer makes motion to approve checks as written. Jay seconded the motion. Motion passes.

d.) Discussion/Action on Visa bills from January. Greg Hyer reviewed the bill prior to the meeting.

e.) Discussion/Action on 2025 budget. Board members reviewed the budget thus far. Will look for above changes at next board meeting.

VII. Report from EMS Board Members:

- a. President
- b. Town of Berry
- c. Town of Springfield- Dave will check with the Town of Springfield if decisions have been made yet on territory lines.
- d. Village of Cross Plains

VIII. Introduction of Dr. Charles Pearce, CPEMS Medical Director

Dr. Charles Pearce introduces himself to the board. He is a Cross Plains resident and has been CPAEMS Medical Director for the past 5 years. He states he is super impressed with the Cross Plains EMS and plans to be more involved. The chief and staff have some pretty great ideas and initiatives that are currently not being carried out anywhere else in the area. They are committed to the communities they serve, and Holly has done an excellent job in the past year as Chief.

IX. Discussion/Action of Dissolution of District by Village of Cross Plains.

The current agreement expired in 2022. The village of Cross Plains sent out a memo to board members a year or so ago stating the village has a finance committee investigating pulling out of the district and running their own ambulance. The village would still serve the Town of Berry, Town of Springfield, and Town of Cross Plains, but the Village of Cross Plains would have control over budget. The district agreement is outdated and needs to be updated; however, it does state that anyone pulling out from the district would need to give a 2-year notice. This means the Village of Cross Plains would need to give notice by December 1, 2025. Village staff are checking into a feasibility grant. The other issues that need to be discussed are Value Assessment/Population methodology, and evaluation of district and capital equipment. Village states they could do a 5-year revolving contract. Jay Lengfeld states there would be no changes in operations, but it would increase efficiency and cost.

Chief Ellickson states she is concerned about Village taking over as the towns could pull out and go with other agencies. This would have an impact on staff as we would have fewer calls, need fewer staff, and may not be able to keep volunteers. Jay Lengfeld states none of this would change as the village is growing and would still need the staff we currently have.

X. EMS Chief's Report.

- a.) Update on new Rig and equipment.
Delivery date is still June of 2025. Equipment has been ordered that the Association is gifting to the district.
- b.) Update on full-time staff and staffing numbers.
- c.) Year-end numbers.
Visual presentation given on call volume, cost, Ambulance billing, Insurance payments, etc.



XI. Updates on CPEMS Association

Kelly Powell, CPEMS Association President states the Association is working on getting registered with the State of WI and will have to change from an Association to a Corporation. They are registered as a non-profit, however not registered with the State. They are registered and have a tax-exempt number. Their 990 has been reported. Kelly will give a final update at the next meeting.

XII. Discussion and update on District One

Sounds like both Black Earth Fire and Mazomanie Fire will combine.

XIII. Adjournment

Dave Laufenberg makes a motion to adjourn. Jay Lengfeld seconded the motion. Motion passed. The meeting ended at 2030.

People requiring an interpreter, materials or alternate formats or other accommodation to access this meeting are encouraged to contact the EMS Chief at 608-798-2720 at least 72 hours prior to the meeting.

Agenda approved by EMS Board President: Greg Hyer, Chair, Town of Cross Plains



Cross Plains Area Emergency Medical Services District Board
Meeting Agenda for Wednesday February 26, 2025 @ 7:00 pm.
Cross Plains Berry Fire Department – 1501 Bourbon Road

MTB called to order @ 1900

- I. Call to order and Pledge of Allegiance.
- II. Approval of Minutes from November 20, 2024 meeting. *Motion Dave Jay second passed*
- III. Public Comment: This is an opportunity for anyone to address the EMS Board on any issue NOT on the current agenda. Please observe the time limit of 3 minutes. While the EMS Board encourages input from residents, it may not discuss or act on any issue that is not duly noticed on the agenda.
- IV. Agenda items from last meeting: *Motion Dave, Jay second passed*
 - a.) Discussion/Action on Chief have cell phone paid for by the district.
- V. Discussion/Action of Chief being off probation as of 01/24/2025. Probation salary was set at \$70,000.00 per offer letter. *Appointment letter. Completed as probation*
- VI. Financial Report: *Reviewed Accepts Report A Jay moved, Dave 2nd*
 - a.) Discussion/Action of 2024 budget.
 - b.) Discussion/Action on excess funds from 2024 budget.
 - 1.) Chief's Suggestions
 - c.) Discussion/Action on checks written *greg Jay 2nd pass*
 - d.) Discussion/Action on Visa bills from *greg approved Reviewed*
 - e.) Discussion/Action on 2025 budget *Saw*
- VII. Report from EMS Board Members:
 - a. President
 - b. Town of Berry *ok*
 - c. Town of Springfield - *Will Ask next P*
 - d. Village of Cross Plains
- VIII. Introduction of Dr. Charles Pearce, CPEMS Medical Director - *5 years* *Gills way Community be more involved - Super impressed*
- IX. Discussion/Action of Dissolution of District by Village of Cross Plains.
- X. EMS Chief's Report. *June 25*
 - a.) Update on new Rig and equipment.
 - b.) Update on full-time staff and staffing numbers.
 - c.) Year-end numbers.

July 23 # billed their Rigid #



Working on getting Registered w/ the State of WI - will likely have to Δ to a corporation but will give final update @ next mtg

Reg. as non-profit
Reg w/ state

XI. Updates on CPEMS Association Kelly - President

XII. Discussion and update on District One

Moving on fire combine

XIII. Adjournment

People requiring an interpreter, materials or alternate formats or other accommodation to access this meeting are encouraged to contact the EMS Chief at 608-798-2720 at least 72 hours prior to the meeting.

Agenda approved by EMS Board President: Greg Hyer, Chair, Town of Cross Plains

990 Report - Card every year
Tax - exempt #

? gap
P.D.S

email \rightarrow

efficiant \rightarrow Town of Middleton Δ to village 7K people
Jay Black earth

Adjourner
dave motion
Jays motion
passed
TRIP

Town of CP
Publishes zoom
link w/ ?
? Record & publish

Chief's suggestions for the use of excess funds from 2024.

Total amount: \$130,011.63

1. We are in need of some portable radios and batteries for our current portable radios that can no longer hold a charge. Estimate from Baycom is 10,277.47
2. We are currently in need of more pagers. Estimate from Baycom is \$4,398.00.
- ~~3.~~ We currently have \$39,920.63 in our Emergency Fund. It was suggested by board members that this should be 3 months of our operating budget. Add \$55,000.00
- ~~4.~~ Capitol Account/Ambulance Fund is at \$75,006.71. Add \$45,000.00
- ~~5.~~ Building Maintenance. Fixing outside lighting, garage doors, and flooring \$7,000.00
- ~~6.~~ Stipend for current volunteers that is doing Infection Control and Employee Health. \$3,000.00
- ~~7.~~ The chief is off of probation, probation pay was started at 70,000.00. \$5,000.00
8. Left over would be 336.16 which would be kept in checking.

* New Ambulance Cost: \$325,014.00 per 8/21/24 numbers at Board Meeting

Village of Cross Plains – 58.4% - \$189,808.17

Town of Cross Plains – 17.7% - \$57,527.48

Town of Springfield – 14.2% - \$46,151.99

Town of Berry – 9.7% - \$31,526.36

\$ 45,000.00
add to Ambulance
payment
+ 25,000.00

-551 call 2024

Chief's suggestions for the use of excess funds from 2024.

Total amount: ~~\$130,011.63~~

132,346.97

1. We are in need of some portable radios and batteries for our current portable radios that can no longer hold a charge. Estimate from Baycom is 10,277.47 309.1 ✓
2. We are currently in need of more pagers. Estimate from Baycom is \$4,398.00. 309.1 ✓
3. We currently have \$39,920.63 in our Emergency Fund. It was suggested by board members that this should be 3 months of our operating budget. Add \$55,000.00
4. ~~Capitol Account/Ambulance Fund is at \$75,006.71. Add \$45,000.00~~ Board discussion and approval to put \$45,000.00 towards new ambulance in June.
5. Building Maintenance. Fixing outside lighting, garage doors, and flooring \$7,000.00 ✓
6. Stipend for current volunteers that is doing Infection Control and Employee Health. \$3,000.00 200.2 ✓
7. The chief is off of probation, probation pay was started at 70,000.00. \$5,000.00 ✓
8. Left over would be 336.16 which would be kept in checking.

New Ambulance Cost: \$325,014.00 per 8/21/24 numbers at Board Meeting

Board discussion and approval to put \$45,000.00 from above towards new ambulances in June. Previous meeting also approved taking \$50,000.00 from Capitol Account to put towards new ambulance in June.

Village of Cross Plains – 58.4% - \$189,808.17 ~~\$134,328.17~~

Town of Cross Plains – 17.7% - \$57,527.48 ~~\$40,712.49~~

Town of Springfield – 14.2% - \$46,151.99 ~~\$32,661.99~~

Town of Berry – 9.7% - \$31,526.36 ~~\$22,311.36~~

\$325,014.00 - \$95,000.00 = \$230,014.00

CROSS PLAINS

Annual Bad Debt Revenue By Phase Summary

January 01, 2024 to December 13, 2024

| <u>Phase</u> | <u>Year</u> | <u>Month</u> | <u>Placements</u> | <u>Gross Revenue</u> | <u>Percentage Collected for Month</u> | <u>Service Revenue</u> |
|---------------------|-------------|--------------|--------------------|----------------------|---------------------------------------|------------------------|
| Collections | | | | | | |
| Collections | 2024 | 1 | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| Collections | 2024 | 2 | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| Collections | 2024 | 3 | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| Collections | 2024 | 4 | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| Collections | 2024 | 5 | \$23,881.24 | \$1,889.13 | 22.04% | \$1,511.30 |
| Collections | 2024 | 6 | \$3,967.60 | \$2,196.97 | 25.63% | \$1,757.58 |
| Collections | 2024 | 7 | \$5,908.40 | \$117.26 | 1.37% | \$93.81 |
| Collections | 2024 | 8 | \$413.49 | \$1,729.85 | 20.18% | \$1,383.88 |
| Collections | 2024 | 9 | \$13,405.20 | \$250.00 | 2.92% | \$200.00 |
| Collections | 2024 | 10 | \$0.00 | \$1,134.88 | 13.24% | \$907.90 |
| Collections | 2024 | 11 | \$10,291.70 | \$0.00 | 0.00% | \$0.00 |
| Collections | 2024 | 12 | \$9,611.60 | \$1,253.70 | 14.63% | \$1,002.96 |
| Phase Totals | | | \$67,479.23 | \$8,571.79 | 100.00% | \$6,857.43 |

5 yrs - white c/o
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AGREEMENT FOR EMERGENCY MEDICAL SERVICES
WITH CROSS PLAINS AREA EMERGENCY MEDICAL SERVICES DISTRICT

THIS AGREEMENT is by and between the Village of Cross Plains, a municipal corporation under Wis. Stat. Chapter 61 (hereinafter sometimes referred to as "**VILLAGE**") and the Towns of Berry, Cross Plains and Springfield, each a body corporate and politic under Wis. Stat. Chapter 60 (hereinafter sometimes referred to as "**TOWNS**") (collectively, the "**MUNICIPALITIES**") and shall be deemed effective when signed by all parties.

RECITALS

WHEREAS, Wis. Stat. §66.0301 provides that any village and any town in the State of Wisconsin may contract with other municipalities of the State of Wisconsin for furnishing of services or joint exercise of any power or duty required or authorized by statutes;

WHEREAS, under the terms of Wis. Stat. §66.0301, any village and/or any town in the State of Wisconsin is included within the definition of the word "Municipality;"

WHEREAS, Wis. Stat. §66.0301 provides that any agreement thereunder may include a plan for the administration of the function or project which may include, among other things, without limitation because of enumeration, provisions as to proration of expenses involved, deposit and disbursements of funds appropriated, creation of a commission, selection and removal of commissioners, and the formation and letting of contracts;

WHEREAS, Dane County, Wisconsin through its Dane County Emergency Medical Services Commission has encouraged adjoining villages and towns to create local emergency medical

25 service districts to provide Emergency Medical Services and local ambulance services within said
26 districts;

27 **WHEREAS**, as a part of the agreements creating Emergency Medical Services districts, the
28 districts are asked to enter into a mutual aid agreement or automatic aid agreement with other
29 similar districts in Dane County all of which were set forth in an agreement entitled: “MUTUAL
30 AID / AUTOMATIC AID AGREEMENT;”

31 **WHEREAS**, the governing bodies of the Village and Towns joining in this Agreement have each
32 considered the value of continuing to have a local Emergency Medical Services district and
33 providing mutual aid to similar districts within Dane County, and each by their respective
34 governing bodies has adopted a similar resolution authorizing the continuation of the
35 Cross Plains Area EMS District (“**DISTRICT**”) and authorizing the District to enter into mutual
36 aid agreements and conduct its business in accordance with the law, and on the terms and
37 conditions set forth in this Agreement.

38 **AGREEMENT**
39

40 **NOW, THEREFORE**, in consideration of the above recitals, which are incorporated
41 herein by reference, and other good and valuable consideration, the sufficiency of which is hereby
42 acknowledged, the Municipalities, pursuant to resolutions approved by their respective governing
43 bodies, do hereby agree to be bound as follows:
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45 The Village and Towns hereby jointly ratify the creation and continuation of a local
46 Emergency Medical Services (“**EMS**”) district known as the Cross Plains Area EMS District
47 (“**DISTRICT**”) for the purpose of furnishing emergency medical services to the territory described
48 in this Agreement and to be operated and maintained in accordance with the terms, conditions and
49 plan described in this Agreement.
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51 **ARTICLE I**

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CREATION, TERRITORY INCLUDED AND NAME

1.01 – AUTHORITY

This District is created under, by virtue of and pursuant to the provisions of Wis. Stat. §66.0301, and the enabling authority set forth under the provisions of Wis. Stat. Chapter 60 and Chapter 61. The Municipalities have determined that the word “District” is more descriptive locally and better recognized by the electorate than the word “Commission,” and for that reason shall use the word “District,” rather than “Commission,” to describe the governmental entity created by this Agreement pursuant to Wis. Stat. §66.0301. In keeping with this decision, the governing body of the District shall be known as the “**DISTRICT BOARD**” rather than the “Commission.”

1.02 – ENABLING ACTS

The respective governing bodies of each Municipality have authorized this Agreement and the execution and delivery hereof to the District, and the resolutions of each Municipality are incorporated herein by reference. The execution of this Agreement by the officers of each Municipality certifies that each governing body adopted such resolution in a legal manner, at a legally constituted and legally held meeting of each of such governing bodies. Such resolution and the adoption of the same are included in the official minutes of each of such meetings. Such resolution in each case has in no way since said adoption been altered, amended or rescinded and is presently in full force and effect. Certified copies of each of the resolutions from each of the Village and TOWN Boards are on file in the office of the Secretary of the District Board.

74 1.03 -TERRITORY INCLUDED

75 The territory included in the joint Emergency Medical Services District and served by the District
76 is all of the territory within the corporate limits of the Village of Cross Plains (as may be amended
77 over time as a result of annexation and/or detachment) and those parts of the Towns of Berry, Cross
78 Plains and Springfield as described in Exhibit A, which is attached hereto and incorporated by
79 reference.

80 1.04 – OFFICIAL NAME

81 The official name of the District is:

82 **“ Cross Plains Area Emergency Medical Services District”**

83 1.05 – OTHER DEFINITIONS

84 As used in this Agreement:

85 **“DISTRICT”** means the governmental entity established by this Agreement and the
86 aggregate territory included therein. Ambulance and other emergency medical services shall be
87 provided by the District in accordance with this Agreement and Wisconsin law.

88 **“DISTRICT BOARD”** refers to the governing authority of the District, which shall have the
89 responsibilities and authority described in this Agreement and Wisconsin law.

90 **“GOVERNING BODY”** or **“MUNICIPAL BOARD”** refers to the governing body of
91 each Municipality that is served by the District. For towns, the governing body is the Town Board.
92 For the Village, the governing body is the Village Board.

93 **“MUNICIPALITY”** or **“MUNICIPALITIES”** refer to the parties to this Agreement: the Village
94 of Cross Plains, a municipal corporation organized under Wis. Stat. Chapter 61

95 (sometimes referred to as “**VILLAGE**”); and, the Towns of Berry, Cross Plains and Springfield,
96 each a body corporate and politic organized under Wis. Stat. Chapter 60 (hereinafter sometimes
97 referred to as “**TOWNS**”). The Village and Towns may be referred to individually as a
98 “**Municipality**” or collectively as the “**Municipalities**.”

99 **ARTICLE II**

100 **TERM**

101 **2.01 - COMMENCEMENT AND TERMINATION**

102 The initial term of this Agreement shall commence on December 1, 2017 (the “**Effective**
103 **Date**”) provided that the Agreement has been executed by all Municipalities, and shall continue
104 for a period of five (5) years thereafter. The initial term shall be extended thereafter for successive
105 five (5) year terms unless written notice of withdrawal or termination of the Agreement is provided
106 by one Municipality and received by the other Municipalities at least two (2) years prior to the end
107 of a term.

108 **ARTICLE III**

109 **MANAGEMENT**

110 **3.01 – DISTRICT**

111 The District shall be governed by the District Board. The District Board shall consist of five (5)
112 members, each of whom shall reside within the District and be appointed to represent his or her
113 respective Municipality. The EMS Chief shall serve as an ex-officio¹ member of the District
114 Board. Each Municipality shall appoint a representative to serve as a member of the District Board,

¹ An ex-officio member is a member of a body (such as a board, committee, or commission) who is part of it by virtue of holding another office or position. The chief has no voting rights as an ex-officio member.

115 and shall determine whether the representative shall or shall not be required to be an elected official
116 of the Municipality. Appointments shall be made, and vacancies filled, in the
117 same manner that the Municipality appoints members and fills vacancies on its own committees.
118 Appointments shall be made and approved at the Municipality's organizational meeting
119 following the April elections, with the intent that the appointment be effective as of the District
120 Board's first meeting in May. Failure of the Municipal Board of any municipality to appoint a
121 member to the District Board at the April organization meeting shall not constitute a waiver of the
122 right to appoint. Making an appointment shall be a continuing obligation of said Municipal Board
123 until complete and any District Board member without a successor at the expiration of his or her
124 term shall continue in office until his or her successor is appointed and qualified. In the event of
125 a vacancy from any Municipality, a successor shall be appointed for the balance of the term in the
126 same manner as a regular appointment. If a member of the District Board is temporarily
127 incapacitated or absent, as determined in the sole discretion of the appointing Municipality, a
128 substitute member may be designated by the appointing Municipality until the return of the absent
129 member or end of the incapacity. Each District Board member shall be considered appointed upon
130 the filing of a written certification of appointment by the Municipal Clerk of his or her Municipality
131 with the Secretary of the District Board. A Municipality may choose to appoint an alternate
132 annually and said alternate may attend District Board meetings on a regular basis; however, only
133 the designated appointed representative shall have a seat at the table and participate as a member
134 of the District Board until the alternate is needed and asked to serve because of the appointed
135 representative's absence or incapacity. A Municipal Board may remove and replace its
136 representative on the District Board with or without cause by providing written notice to the

137 Secretary of the District Board. In the event of any such removal or vacancy, the Municipality
138 shall appoint a successor in the same manner as a regular appointment.

139 3.02 – CERTIFICATE OF APPOINTMENT

140 The Municipal Clerk of each Municipality shall annually certify its appointed representative
141 member on the District Board. Similarly, the Municipal Clerk shall certify alternates, successors,
142 removals, appointments and other actions with regard to said Municipality's representative(s).
143 Certification shall take the form of a writing from the Municipal Clerk to the Secretary of the
144 District Board. An email may constitute the requisite writing for this purpose.

145 3.03 – OFFICERS

146 Due to annual appointment of its members, a new District Board takes office at the May
147 meeting of each year. The District Board shall hold an organizational meeting annually, at a
148 regularly scheduled meeting held in May (after April elections), and elect a President and Vice
149 President. In the event of a vacancy in the office of President or Vice President, the District Board
150 shall elect a successor to replace said President or Vice President to fill the unexpired term of the
151 vacating officer.

152 In addition, the District Board shall provide for a Secretary and Treasurer. This position
153 shall be combined as one position until the District Board chooses to separate the position. It is not
154 necessary for the Secretary-Treasurer to be a member of the District Board. The District Board
155 shall appoint the Secretary-Treasurer for an indefinite term, and the Secretary-Treasurer shall serve
156 at the will of the District Board. The Secretary-Treasurer shall be compensated as determined by
157 the District Board. The Secretary-Treasurer does not have voting rights, unless the Secretary-
158 Treasurer is a member of the Board.

180 **OPERATING PROCEDURES**

181 **5.01 – MEETINGS OF THE DISTRICT BOARD**

182 The District Board shall meet regularly at least four times a year at a time and place established
183 by the District Board. The regular meeting place is subject to change at any time by action of the
184 District Board. Special meetings may be called and held upon written notice from the President,
185 Secretary-Treasurer and/or any two District Board members of the time and place of meeting and
186 the purpose of the meeting. Notice of the meeting shall be provided by the person properly calling
187 the meeting, or his or her designee, as required by Wisconsin’s open meeting law. Accordingly,
188 notice shall be posted at least 24 hours before the commencement of the meeting, unless an
189 emergency exists sufficient to permit an emergency meeting with 2 hours notice. The District
190 Board may only conduct business if a quorum is present. Three members of the District Board
191 shall constitute a quorum. Members may be present in person or via telephone, VOIP, Skype or
192 other similar means that allow the member to hear and participate in the meeting. Action may be
193 taken at any such meeting by a majority of the quorum present unless otherwise provided by law
194 or agreement. The District Board may also hold closed sessions for the purposes permitted under
195 Wisconsin’s open meeting law in accordance with the requirements of said law.

196 **5.02 – MINUTES**

197 The Secretary of the District Board shall attend all meetings of the District Board, keep a full
198 record of the proceedings, reduce the same to writing as minutes subject to approval by the
199 District Board, and keep the minutes as a public record. In the event the Secretary is absent, the
200 President, or other person chairing the meeting, shall appoint an acting secretary to take the minutes
201 of the meeting.

202 5.03 – PRESIDENT AND VICE PRESIDENT

203 The President shall be the chief executive officer of the District Board and shall preside at meetings
204 of the District Board. The District Board is responsible for management of the business operations
205 of the District and shall have general control and responsibility for the business affairs of the
206 District. It is not intended that the President or the District Board control the day-to-day operation
207 or direct local emergency medical services to the District.

208 The President shall, when present, preside at all meetings of the District Board. The
209 President shall have the authority, subject to the control of the Board, to sign, execute, and
210 acknowledge on behalf of the Board all deeds, mortgages, notes, bonds, contracts, leases, reports
211 and other documents and instruments necessary or proper to be executed in the course of the
212 business of the District, or authorized by resolution of the District Board. In general, the President
213 shall perform all duties incident to the office which are hereby declared to be similar to those of a
214 Village President and such other duties as may be prescribed by the District Board from time to
215 time, except as herein limited or enlarged.

216 The Vice President shall have the same responsibilities and authority as the President, but
217 only at such times and for such duration as the President is absent or otherwise unable to perform
218 the duties of the President set forth above. If it is unclear that the President is able to perform the
219 duties required of the office due to illness or incapacity, the District Board shall take a vote and the
220 determination shall be made by a majority of those present and voting. Where the determination
221 is made that the President is unable to perform the duties required of the office due to illness or
222 incapacity, the Vice President shall serve as President for the duration of the
223 President's illness or incapacity. The Vice President shall also have such other duties as are
224 determined by the District Board.

225 5.04 – SECRETARY

226 The Secretary shall keep the minutes of the meetings of the District Board; draw and sign all orders
227 upon the treasury in the manner provided by Wis. Stat. §66.0607 and §66.0608, and keep a full
228 account thereof with appropriate books and records; see that all notices are duly given and in
229 accordance with the directions of the Board or as required by law; be custodian of the District
230 records; and make reports required of the District Board to state agencies and other governmental
231 bodies including the Municipal Boards of the Municipalities, unless the same is required to be filed
232 by the President or the Treasurer or separately by the District Board. In general, the Secretary shall
233 perform all duties incident to the office which are hereby declared to be similar to those of a Village
234 Clerk except as herein limited or enlarged, and have such other duties and exercise other authority
235 as from time to time may be delegated or assigned to him or her by the District Board. The person
236 designated to hold the Secretary and/or the combined offices of Secretary-Treasurer (as determined
237 by the District Board) is not required to be a member of the District Board and such person shall
238 be selected for an indefinite term to serve at the will of the District Board.

239 5.05 – TREASURER

240 The Treasurer shall be in charge of and be responsible for all funds and securities of the District;
241 shall receive and give receipts for monies due and payable to the District from any source
242 whatsoever and deposit all such monies in the name of the District at such banks, trust companies
243 or other depositories as shall be selected or designated by the District Board; and shall disburse
244 such funds from time to time in the manner as hereinafter provided. The Treasurer shall keep a
245 detailed account on suitable books in such manner, as the District Board shall direct. In general,
246 the Treasurer shall perform all duties incident to the office which are hereby declared to be similar
247 to those of the Village Treasurer except as herein limited or enlarged and may have such other

248 duties and exercise other authority as may from time to time be delegated or assigned to him or
249 her by the District Board. The Treasurer shall be bonded by a surety company licensed to do
250 business in the State of Wisconsin in such amounts as determined by the District Board.

251 The person designated to hold the Treasurer and/or the combined offices of Secretary-Treasurer
252 (as determined by the District Board) is not required to be a member of the District Board. The
253 Treasurer or the combined Secretary-Treasurer shall be appointed by the Board for an indefinite
254 term to serve at the will of the Board.

255 5.06 – DISBURSEMENT OF FUNDS

256 Funds shall be disbursed by order check and it is hereby provided that Wis. Stat. §66.0607 shall
257 apply to the District Board as to approval and authorization of disbursements and the procedure or
258 payments through order check. Any disbursements that are over Two Thousand Dollars (\$2000.00)
259 shall require two signatures: the EMS Chief and one other District Board member. Credit cards
260 and/or other means of disbursement of funds may also be used for payment of approved and
261 budgeted expenses in accordance with a policy approved by the
262 District Board.

263 5.07 – PUBLIC DEPOSITORIES

264 The District Board shall designate a public depository for its accounts. In addition, the District
265 Board may designate other depositories for the purpose of depositing or holding funds or acting as
266 a paying agent. All funds of the District shall be considered public deposits and be governed by
267 Wis. Stat. Chapter 34, and the designation of the depositories aforesaid shall be made at the
268 discretion of the District Board as provided in Wis. Stat. §34.05.

269 5.08 – ACCOUNTING SYSTEM

270 The District Board shall maintain a system of accounting in conformity with the generally
271 accepted accounting principles and methods customary for such a District. The
272 District Board shall have an independent financial audit of the District’s financial records prepared
273 no less than every five (5) years, in a manner determined by the District Board. Copies of the audit
274 shall be furnished to the Clerk of each of the Municipalities.

275

276 5.09 PAYMENT FOR TIME AND EXPENSE OF BOARD MEMBERS

277 Each Municipality shall determine whether to pay per diems and/or reimburse the District Board
278 member(s) that the Municipality appoints. To the extent that such payment or reimbursement is
279 approved by the appointing Municipality, the District Board member may be reimbursed by his or
280 her respective Municipality for actual expenses including mileage, per diem for attending
281 meetings, and for other days spent in the service of the District. The District shall not provide any
282 such payments or reimbursement to District Board members.

283 5.10 – CONTRACTS

284 Contracts of the District for equipment, supplies and projects included in the budget approved by
285 the Municipalities shall be made in the name of the District, subject solely to approval by the
286 District Board. To be binding on the District, all contracts of the District over
287 Five Thousand Dollars (\$5000.00) shall require signatures of both the EMS Chief and the President
288 of the District Board. The threshold amount for contracts requiring two signatures, as set forth in
289 this Section 5.10, may be changed from time to time by resolution of the District
290 Board.

291 5.11 – CONSTRUCTION

292 All contracts for public construction in excess of the threshold amounts set by Wis. Stat. §61.55,²
293 as may be amended from time to time, shall be let in accordance with Wis. Stat. §61.55, which is
294 incorporated herein by reference. The District Board is authorized to bid, award and administer
295 any such contracts for projects included in the approved budget for the District, as approved by the
296 Municipalities. Other purchases of equipment or supplies included in the approved budget may be
297 made directly by the District Board, or its designee, or let to bid in a manner determined by the
298 District Board.

299 5.12 – PROFESSIONAL SERVICES

300 The District Board may employ from time to time or contract for the services of any professional
301 help such as engineers, accountants, attorneys or other consultants with needed expertise.

302 5.13 – BY-LAWS

303 The District Board may create and establish by-laws for its own operation not in conflict
304 with any of the provisions of this Agreement and may amend such by-laws from time to time as
305 it sees fit.

306 **ARTICLE VI**

307 **ACQUISITION OF PROPERTY**

308 6.01 – EQUIPMENT AND SUPPLIES

309 The District is hereby authorized to obtain the ambulance, medical equipment and twoway radio
310 and communication equipment as recommended by the District Board and consistent with the
311 reasonable requirements established by the Dane County Emergency Medical Services
312 Commission. The District Board is further authorized to acquire such additional equipment from

² The threshold amount as of March 1, 2015 for Wis. Stat. 61.55 is \$15,000.

313 time to time as it deems advisable and necessary as well as to accept additional equipment or
314 supplies from the Dane County Medical Services Commission or other governmental agencies.
315 Said District Board is further authorized to provide for the acquisition of supplies, as they deem
316 advisable and necessary. The District's acquisition of any and all such equipment and supplies
317 shall be consistent with the District's approved budget.

318

319 6.02 – FACILITIES

320 The District Board shall take the necessary steps to provide facilities for the ambulance and other
321 equipment and for operations in connection therewith, including but not limited to Bedrooms,
322 Kitchen, Training and living space as well as District operation office space whether by leasing or
323 acquisition. Any acquisition that would require the Municipalities to furnish funds in excess of
324 those necessary for leasing of comparable facilities shall require prior approval by no less than
325 three of the four Municipal Boards.

326

ARTICLE VII

327

FINANCING

328 7.01 – BASIS OF DIVISION OF COST

329 Each Municipality shall pay its proportionate share of costs for the District in the proportion that
330 its population bears to the population of the entire District ("**Proportionate Share**"). The
331 population of each Municipality herein shall be based on the population shown by the last State of
332 Wisconsin Department of Administration Demographics Services Center
333 Census. The District Board shall establish an equitable method, as determined by the District
334 Board, to determine the population where only a portion of a Municipality is included in the
335 District.

336 7.02 – REQUIRED PAYMENTS

337 The District Board shall apportion and assess the District’s costs against each
338 Municipality based on its Proportionate Share. The Treasurer of the District shall bill each
339 Municipality for its Proportionate Share twice a year on or about February 15 and August 15. Each
340 Municipality hereby agrees to promptly pay its Proportionate Share. It is recognized and agreed
341 that the District requires a working cash balance and should at all times keep sufficient funds on
342 hand at the time of billing each Municipality so that there will be sufficient funds to carry the
343 District through until the anticipated receipt of funds from the next assessment.

344 The District Board may also apportion and assess each Municipality its Proportionate Share
345 in advance of making extraordinary equipment purchases or supply purchases. To the extent
346 mileage charges are inadequate to provide for the purchase of a replacement ambulance and
347 ambulance-related equipment, the District Board may levy assessments sufficient to maintain an
348 adequate sinking fund, dedicated solely to the purchase of a replacement ambulance and
349 ambulance-related equipment. Any extraordinary equipment or supply purchases shall require
350 prior approval by $\frac{3}{4}$ of the Municipal Boards.

351 ARTICLE VIII

352 OPERATION

353 8.01 – INTERGOVERNMENTAL AGREEMENT WITH DANE COUNTY

354 It is understood that the District Board will enter into an agreement with the County of Dane,
355 Wisconsin (“Dane County”), as is customary and required for coordinated operation of a local
356 emergency services district. By the resolution of the Municipal Boards of the
357 Municipalities authorizing this Agreement, the District Board is hereby authorized by the

358 Municipalities to enter into such an intergovernmental agreement with Dane County (“County
359 Agreement”). A copy of the County Agreement is hereby incorporated by reference. The
360 Municipal Boards acknowledge that, in the future, there may some enlargements, modifications,
361 reductions, alterations or amendments. It is hereby declared and provided that the authority to
362 formulate and agree to minor modifications is delegated to the District Board. Minor modifications
363 are those that are substantially in conformance with the purposes set forth in the current County
364 Agreement. Any material changes or enlargements of purposes in the future, as reasonably
365 determined by the District Board, shall be submitted to the Municipal Boards for approval. The
366 District Board is further encouraged and empowered to execute automatic aid agreements and/or
367 mutual aid agreements with adjoining districts.

368 8.02 – DISTRICT OPERATION

369 The District shall provide and train personnel, operate the equipment and perform the emergency
370 medical services deemed necessary for the territory served by the District. The District Board shall
371 provide general oversight rather than day-to-day operational management of the District. (*See also*
372 *Section 8.03 EMS Chief and Operating Personnel* below in this
373 Agreement.) The District Board’s responsibilities shall include: (1) recommending an adequate
374 budget for District operations to the Municipalities; (2) oversight of the key operations personnel
375 identified in Section 8.03 of this Agreement; (3) obtaining appropriate insurance coverage (for real
376 property, equipment, liability, worker’s compensation, and so forth); (4) financial and audit review;
377 (5) responsibilities set forth in this Agreement; and, (6) such oversight as is generally provided by
378 boards of local governments.

379

380 8.03 – EMS CHIEF AND OPERATING PERSONNEL

381 The District shall have an EMS Chief, Deputy Chief of Operations and Training, Infectious
382 Control Officer and Medical Director who will manage the day-to-day operation and direct services
383 of the District in a manner that assures that emergency medical services are provided in accordance
384 with Wisconsin Statutes and the Wisconsin Administrative Code. The District Board shall have
385 the authority to hire, review, commend, discipline and terminate the EMS Chief using procedures
386 that are customary for public employees. Other key District personnel (that is, the Deputy Chief
387 of Operations and Training, Infectious Control Officer and
388 Medical Director) shall report directly to the EMS Chief; however, the EMS Chief's authority to
389 hire, review, commend, discipline and terminate such key personnel shall be subject to review and
390 approval by the District Board.

391 The EMS Chief shall be the chief executive officer of the District. The EMS Chief's
392 command and operations shall be subject to the budget recommended by the District Board and
393 approved by the Municipalities, and oversight by the District Board. The Chief shall recommend
394 and provide for the rules, regulations and conditions for operation of the District, as necessary to
395 render emergency medical services to the extent such services are desired by the District, which
396 rules, regulations and conditions shall be subject to review and approval by the District Board.

397 The District will have both volunteer and paid staff. While there will be intermediate
398 management levels, all volunteer and paid staff of the District are under the overall supervision of
399 the EMS Chief.

400 The District Board shall obtain such advice and expertise from the EMS Chief and others
401 as deemed necessary and prudent to assure that the District operates in accordance with law. Such
402 rules, regulations, conditions and extent of services may be identified by descriptive terms or words

403 such as a “code” or “District rules and regulations” and may be enlarged, modified, reduced or
404 amended from time to time by recommendation of the EMS Chief, subject to approval by the
405 District Board, except to the extent limited by this Agreement or by future amendments of this
406 Agreement.

407 8.04 – SYSTEM OF CHARGES

408 The District Board is hereby authorized to establish and maintain a system of charges for services
409 to be performed by the District and to make changes therein from time to time, as it deems
410 advisable and necessary. The system of charges shall be adopted by resolution of the District
411 Board. The District Board shall retain authority to make exceptions to the system of charges on a
412 case-by-case basis, as reasonably determined by the District Board.

413 ARTICLE IX

414 ADDITIONAL AREA AND MINOR CHANGES IN BOUNDARIES

415 9.01 – ADDITIONAL MUNICIPALITY

416 The District may agree to include additional area from other adjoining towns or villages subject
417 to the approval of no less than three of four of the Municipal Boards.

418 9.02 – MINOR CHANGES

419 The District Board, without approval of the Municipal Boards, may agree to alter the boundaries
420 of any Town already partially within the District, to include additional territory or to reduce the
421 territory from any such Town, with the approval of the Town Board of such Town.

422 ARTICLE X

423 WITHDRAWAL

424 10.01 – WITHDRAWAL FROM DISTRICT

425 Any of the Municipalities who are parties to this Agreement may withdraw from the District in
426 accordance with the following procedure. The Municipality desiring to withdraw shall notify the

449 **DISPUTE RESOLUTION**

450
451 **11.01 - INFORMAL DISPUTE RESOLUTION.**

452 If any Municipality has a dispute concerning any of the matters of this Agreement, the
453 Municipality asserting the dispute shall first seek to have the matter resolved informally by
454 providing the District Board with a written notice stating the nature of the dispute. If informal
455 resolution is not reached within forty-five (45) days from the date of the notice, the Municipality
456 asserting the dispute shall provide written notice of the dispute and the desired outcome to the
457 other Municipalities who are parties to this Agreement. If informal resolution is not reached within
458 forty-five (45) days from the date of the notice, the Municipalities agree to mediate the dispute.
459 Nothing in this provision shall preclude any party from filing a notice of claim or taking other
460 action required by statute to preserve its rights under applicable notice of claim statutes.

461 **11.02 - ARBITRATION.**

462 Arbitration is to follow any unsuccessful mediation unless the parties agree to forego mediation
463 and proceed directly to arbitration. If any of the terms, duties, obligations or responsibilities of the
464 Agreement cannot be resolved via mediation, or if any Municipality believes that a provision is
465 unenforceable or that there has been a material breach of this Agreement, the Municipalities agree
466 they will timely notify the others, or their successors or assigns, of any intent to seek arbitration
467 for a final and binding declaration concerning such dispute or breach of this Agreement. A
468 determination of disputed matters described in this Agreement and/or whether there has been a
469 material breach of this Agreement, will be conducted via arbitration hearing, that the arbitrator's
470 decision to be final and binding upon the parties. The parties agree to mutually agree upon a single
471 arbitrator to decide the dispute, or if no agreement on selection of an arbitrator can be reached
472 within 5 business days of notice of arbitration, any party may petition the Dane County Circuit

473 Court for appointment of the arbitrator. Each Municipality shall bear equal costs of any arbitration
474 proceeding. All other provisions of the arbitration and the conduct of the hearing shall be pursuant
475 to Wis. Stat. Chapter 788, or its successor, unless otherwise ordered by the arbitrator or agreed by
476 the parties.

477 11.02.01 Authority of Arbitrators Limited. The arbitrators shall not have the
478 authority to add to, change, alter or modify any of the terms or provisions of this Agreement.

479 11.02.02 Expense Of Arbitrators Shared. The expense of the arbitrators shall be divided and
480 shared among the Municipalities in accordance with their Proportionate Share.

481 **ARTICLE XII**

482 **MISCELLANEOUS**

483 12.01 – NOTICE

484 With the exception of bills from the District to the Municipalities, any notices permitted or
485 required under this Agreement shall be in writing signed by the party giving notice and served
486 upon the Clerks of the Municipalities, the Secretary of the District Board and the EMS Chief of
487 the Department. Service shall be by personal delivery or another method that provides
488 confirmation of delivery such as service by a process server, certified mail with return receipt
489 requested or commercial delivery by a service such as Federal Express, with delivery tracking
490 requested.

491 12.02 – AMENDMENT

492 This Agreement may be amended at any time hereafter by an instrument in writing executed by
493 the proper officers of each Municipality and supported by a certified copy of a resolution duly
494 adopted by a majority vote of the Municipal Boards of the Municipalities within the District.

495 12.03 – EFFECTIVE OPERATION DATE FOR DISTRICT

496 The effective date of the organization of the District pursuant to this Agreement shall be
497 December 1, 2017, provided that the Agreement has been executed by all parties.
498

499 **IN WITNESS WHEREOF**, the Village of Cross Plains, 2417 Brewery Road, Cross Plains, WI
500 53528, Dane County, Wisconsin, by its Village Board has caused this Agreement to be signed by
501 its Village President and by its Village Clerk, to be effective as of December 1,
502 2017.

503 **VILLAGE OF CROSS PLAINS DANE COUNTY, WISCONSIN**

504
505
506 BY: _____
507 Pat Andreoni, Village President
508

509 ATTESTED BY:
510
511 _____
512 Caitlin Stene, Village Administrator / Clerk
513

514 **ACKNOWLEDGEMENT**

515
516 Personally came before me this _____ day of _____, 2017, Pat Andreoni,
517 Village President and Caitlin Stene, Village Administrator / Clerk of the above named Village of
518 Cross Plains, Dane County, Wisconsin, to me known to be the persons who executed the foregoing
519 instrument and to me known to be such Village President and Village Clerk and acknowledged that
520 they executed the foregoing instrument as such officers as the act of said Village by its authority.
521

522
523
524 _____
525 Notary Public
526 State of Wisconsin
My Commission Expires _____

IN WITNESS WHEREOF

527 , the Town of Berry, 9046 State Road 19, Mazomanie, WI 53560,
528 Dane County, Wisconsin, by its Town Board has caused this contract to be signed by its Town
529 Chairperson and by its Town Clerk-Treasurer, to be effective as of December 1, 2017.

**TOWN OF BERRY
DANE COUNTY, WISCONSIN**

530
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534 BY: _____
535 Anthony Varda, Town Chairperson

536
537 ATTESTED BY:
538
539 _____
540 Brenda Kahl, Town Clerk-Treasurer

ACKNOWLEDGEMENT

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543
544 Personally came before me this _____ day of _____, 2017, Anthony Varda,
545 Town Chairperson and Brenda Kahl, Town Clerk-Treasurer of the above named Town of Berry,
546 Dane County, Wisconsin, to me known to be the persons who executed the foregoing instrument
547 and to me known to be such Town Chairperson and Town Clerk-Treasurer and acknowledged that
548 they executed the foregoing instrument as such officers as the act of said Town by its authority.
549

550 _____
551 Notary Public
552 State of Wisconsin
553 My Commission Expires _____

IN WITNESS WHEREOF

554 _____, the Town of Cross Plains, 4734 County Road P, Cross Plains, WI
555 53528, Dane County, Wisconsin, by its Town Board has caused this Agreement to be signed by its
556 Town Chairperson and by its Town Clerk-Treasurer, to be effective as of December 1, 2017.

**TOWN OF CROSS PLAINS
DANE COUNTY, WISCONSIN**

557
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559
560
561 BY: _____
562 Greg Hyer, Town Chairperson

563
564 ATTESTED BY:
565
566 _____ Nancy Meinholz, Town Clerk-
567 Treasurer

ACKNOWLEDGEMENT

570
571 Personally came before me this _____ day of _____, 2017, Greg Hyer, Town
572 Chairperson and Nancy Meinholz, Town Clerk-Treasurer of the above named Town of Cross
573 Plains, Dane County, Wisconsin, to me known to be the persons who executed the foregoing
574 instrument and to me known to be such Town Chairperson and Town Clerk-Treasurer and
575 acknowledged that they executed the foregoing instrument as such officers as the act of said Town
576 by its authority.

577
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580 _____
581 Notary Public
582 State of Wisconsin
My Commission Expires _____

IN WITNESS WHEREOF

583 , the Town of Springfield, 6157 County Road P, Dane, WI 53529,
584 Dane County, Wisconsin, by its Town Board has caused this contract to be signed by its Town
585 Chairperson and by its Town Clerk, to be effective as of December 1, 2017.

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**TOWN OF SPRINGFIELD
DANE COUNTY, WISCONSIN**

BY: _____
Donald Hoffman, Town Chairperson

ATTESTED BY:

Dianah Fayas, Town Clerk

ACKNOWLEDGEMENT

Personally came before me this _____ day of _____, 2017, Donald Hoffman,
Town Chairperson and Dianah Fayas, Town Clerk of the above named Town of Springfield, Dane
County, Wisconsin, to me known to be the persons who executed the foregoing instrument and to
me known to be such Town Chairperson and Town Clerk and acknowledged that they executed the
foregoing instrument as such officers as the act of said Town by its authority.

Notary Public
State of Wisconsin
My Commission Expires _____

IN WITNESS WHEREOF

613 EXHIBIT INCORPORATED BY REFERENCE:

614 Exhibit A- Description of Portions of Towns included in the District