

MINUTES
BROOKLYN FIRE & EMS DISTRICT BOARD MEETING
5/25/2016

Meeting was called to order at 6:32 pm by President Mark O'Brien. Members present were Kim Gruebling, Pat Hawkey, John Marx, and Jim Lunde. Also present were Dan Dean, Sarah Grapentine, Tom Bowers, Wayne Ace, Evelyn Hall, Jacob Bachim, Kim Kraabel and Joanne Van Norman.

Motion: Hawkey/Gruebling to approve minutes of April 20, 2016 meeting as amended. Motion carried.

Motion: Marx/Lunde to accept the resignation of Kim Kraabel as District Secretary/Treasurer effective June 30, 2016. Motion carried.

Motion: Lunde/Gruebling to appoint Joanne Van Norman as District Secretary/Treasurer effective July 1, 2016. Hawkey requested that a new job description be established. Van Norman will develop a new job description by fall. Motion carried.

Motion: Gruebling/Marx to reaffirm the Fire Chief's authorization to send out bids for a new tender. Motion carried.

Fire Chief's report:

Chief Bowers stated that there have been a lot of fire calls recently. The main Hurst pump that powers the Jaws of Life has been down for several weeks. They are trying to locate parts for it. They are using a backup power generator to keep it in service. The newer tender is having transmission problems. When it heats up it tends to go into neutral. Kyle is looking into having it repaired. He will report back at next meeting.

EMS Director's report:

Director Dean reported that they have been awarded a grant for a new AED. Cheri Crubaugh was instrumental in obtaining the grant. The unit will be presented to the Brooklyn Police Department for placement in the squad car. Value of unit is \$1600-\$2000. There is a 4 year warranty on the unit.

Out of service hours were 4.5 for previous month. He also provided a report showing ambulance calls. They are working on being able to break down the calls by municipality.

The Brooklyn EMS Association has purchased a new defibrillator for the ambulance. Value is \$25,800.00.

Hawkey stated she had not received previous EMS meeting minutes. She also asked if shifts were staffed for the Memorial Day weekend. He did not anticipate any issues with staffing.

On May 21st, Sarah and Evelyn held a CCR class for the public. Several members of Fire and EMS will be attending a mass casualty training on June 2. An Open House/Pancake Breakfast will be held on June 26th to commemorate the 20th anniversary of the EMS service.

Motion: Hawkey/Lunde to table to next meeting a policy with guidelines for contacting the District's attorney. Motion carried.

Motion: Marx/Gruebling to approve page 9 of BFEPD Agreement as revised by Joanne Van Norman 5/3/16 with the following changes:

Any Municipality may prepay any amount at any time. Any Municipality that fails to make a required payment on a timely basis shall be required to pay, upon demand by the District, the required installment plus 1% per month interest on such delinquent installment until such sum is paid.

Payment Formula: Each municipality's proportionate share of the District's annual budget shall be computed as shown on schedule A attached. From the amount computed, each Municipality will be credited for all anticipated annual payments for outstanding debt made directly to a lender.

At the request of any Municipality, the Commission shall re-examine the methodology for calculation of the Municipalities' contributions to the District to ensure that each Municipality's share continues to be fair.

Budget:

The budget shall include, at a minimum, a sum sufficient to (1) operate and maintain the District and its provision of fire protection and emergency services, and (2) to fully and timely pay all debt service coming due in the budget year on any revenue bonds or other debt instruments issued by the District.

The following limitation shall be applicable only with respect to years in which there are not outstanding any revenue bonds or other indebtedness issued by the District pursuant to Section 66.0621, Wisconsin Statutes: unless otherwise agreed to by all of the Municipalities, that portion of the annual budget allocated to the Fire Department shall not exceed a sum which would result in a tax rate of more than one and one-half (1 ½) mills of the equalized assessed valuation of the property in the Territory. Nor may the Commission include in the budget a sum allocated to the EMS Department which would exceed, on a per capita basis, \$60 per resident in the Territory.

Each Municipality shall cooperate with the District in providing equalized assessed valuations and population figures requested by the District to facilitate the computation of the allocation of the Budget among the Municipalities. The District Sec/Treasurer shall contact all municipalities for equalized value and population as the complete budget documents presented to the Commission. Equalized value will be comprised of the equalized value of land and improvements only. Personal Property will not be included in the total. *Van Norman will contact Dawn George regarding how she calculates each municipality's value/population and pass on the information received to the other Town Clerks.*

The Municipalities agree to seek reimbursement from the County and the Highway Commission for the State of Wisconsin for every fire call made by the District

Motion carried with Hawkey apposed.

Motion: Marx/Lunde to approve page 10 of BFEPD Agreement as revised by Joanne Van Norman 5/3/16 with the following changes:

on County Trunk Highways and state and national interstate highways. Such reimbursement is authorized by Wisconsin Statutes. The Municipalities agree to remit to the District, promptly upon receipt, all such reimbursements received by each Municipality. In the event a similar reimbursement statute should be enacted regarding reimbursement for emergency

medical service calls, each of the Municipalities agrees to seek reimbursement pursuant to the terms of such statute and promptly remit the same to the District upon receipt.

In addition, the Municipalities shall make application, pursuant to Section 601.93 of the Wisconsin Statutes, for the two percent (2%) fire department dues paid as provided therein as provided by these statutory sections. The Municipalities shall promptly remit to The District all fire department dues so obtained.

The Municipalities agree that the Commission may seek any reimbursements, grants, funds or fees distributed by County, State, Federal or other sources that may be available to the District. All such funds when received shall be applied to the District budget in a manner consistent with any restrictions and/or limitations imposed upon such funds.

ARTICLE VI – MISCELLANEOUS

Compensation: The Commission shall have the exclusive power to establish and pay out of the funds of the District compensation to the firefighter and EMS personnel of the District, including the Fire Chief, Assistant Fire Chief, EMS Director, and Assistant EMS Director. The Commission may reimburse each of its Commissioners all reasonable expenses incurred in the performance of their duties for The District.

The Commission shall establish and annually allocate the funds to the Fire Department Retirement Account. This account is subject to the following guidelines:

1. Payment to the Retirement Account will be made annually from the District budget.
2. An individual must have been an active employee for twenty (20) years and retired in good standing with the Fire Department.
3. Firefighters must be 62 years of age to qualify for retirement benefits.
4. Any Fire Department personnel that become permanently disabled while in the scope of their duties with the Fire Department shall be eligible for retirement benefits at retirement age, without regard to years of service. The firefighter is totally disabled if he/she is permanently unable to perform the duties of a firefighter.
5. Retirement amounts will be paid to all eligible fire department personnel in the month of December by the Brooklyn Fire Department Treasurer.
6. Retirement amounts will be calculated and distributed based only on the interest accrued on the Fire Department Retirement Account and at no time from the principal. Individual amounts will be apportioned based on total years of active service.

Motion carried with Hawkey opposed.

Motion Marx/Gruebling to approve page 11 of BFEPD Agreement as revised by Joanne Van Norman 5/3/16 with the following changes:

7. Changes to these guidelines may be made by a 4/5ths vote of The Board. These funds may not be used for any other purpose.

Penalties: Any employee or Commissioner of the District who resigns or is removed must return all District property to the District within five days. Failure to comply within the five days will result in a 5% penalty per day of the replacement cost of the property. After 30 days, the case

will be turned over to the appropriate law enforcement agency for appropriate action for collection of the property and penalty.

Change in Territory Served: This Agreement shall absolutely bind the Municipalities and shall continue in full force and effect as to each of them for so long as any revenue bonds or other debt instruments are issued by the District pursuant to section 66.0621, Wisconsin Statutes, or other revision to or amendment of the Agreement will be permitted during this period, except with the express written consent of the holder of 75% or more of the debt instruments issued by the District.

When no such debt instruments are outstanding, the Municipalities may, by written amendment to the Agreement, agree to enlarge or reduce the territory to be furnished fire protection and emergency medical services by the District.

Any amendment to modify the Territory served by the District which results in increasing the Territory shall include any other condition or requirement appropriate to that modification, including the immediate or future payment of any additional fees to the District or assumption of a proportionate share of existing indebtedness. In the event there is an amendment to reduce the size of the Territory, the District shall pay to the Municipality in which the portion of the Territory being withdrawn is located, a sum equal to the following:

- A. Fire Department. The sum to be paid will be calculated as shown on Schedule B attached.
- B. EMS Department. The sum to be paid will be calculated as shown on Schedule C attached.
- C. Payment Schedule. Any sums to be paid will be calculated by the foregoing subparagraphs A and/or B shall be paid within five (5) years from the date of withdrawal of the property from the territory, upon terms and conditions determined by a 4/5ths vote of the Board.

Any modification of the Territory shall take into account, among other things, sound fire and EMS protection for the Territory.

Amendments: With respect to the budget limits imposed on the Commission, the budget payment schedule for the Municipalities and the description of the property located in the Territory,

Motion carried with Hawkey opposed.

Motion: Marx/Gruebling to approve page 12 of BFEPD Agreement as revised by Joanne Van Norman 5/3/16 with the following changes:

This Agreement may only be amended by approval of 4 of the 5 Municipalities, subject to also obtaining the express written consent of holders of 75% or more of any debt instruments issued by the District then outstanding. In all other regards, this Agreement may be amended by the approval of 4 of the 5 Municipalities or an affirmative vote of 4 of the 5 Commissioners of the District, subject to also obtaining the express written consent of holders of 75% or more of any debt instruments issued by the District then outstanding. In the event the Municipalities desire to amend this Agreement, they shall give the Commission at least five (5) days written notice of the meetings at which such decision is intended to be made.

Agreement to Take Effect: This Agreement shall absolutely bind the Municipalities and shall continue in full force and effect as to each of them for so long as any debt instruments allowed

by law issued by the District pursuant to section 66.0621, Wisconsin Statutes remain outstanding. No withdrawal by a Municipality, change in the Territory, or other revision to or amendment of this Agreement will be permitted during this period, except with the express written consent of the holders of 75% or more of the outstanding - debt instruments issued by the District. This Agreement shall remain in effect until such time as changed or rescinded pursuant to the provisions of this Agreement.

This agreement will go into effect on the date the agreement is signed by all (5) Municipal Boards and will be reviewed every 3 years. This agreement will remain valid and in full force and effect until superseded by an agreement signed by all five (5) Municipalities.

Motion carried with Hawkey opposed.

Motion: Marx/Lunde to approve pages 13 and 14 with no changes. Motion carried with Hawkey opposed.

Motion: Marx/Gruebling to approve page 15 with no changes. Motion carried with Hawkey opposed.

Van Norman will make approved changes and email an updated copy to the District Board members. Final draft will be discussed at the next meeting.

Next meeting will be on June 29, 2016.

Motion: Marx/Gruebling to adjourn at 8:15 pm. Motion carried