

**RESOLUTION NO. 2023-17**

**A Resolution Approving Amendment No. 9 to the North Shore Fire Department Agreement to Amend and Restate the Financing Formula in Exhibit C.**

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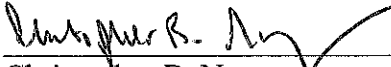
**WHEREAS**, the Board of Directors of the North Shore Fire Department on September 12, 2023 unanimously adopted Resolution No. 23 - 05 that recommends Amendment No. 9 to the Amended and Restated North Shore Fire Department Agreement, (hereinafter "Amendment No. 9"), attached to and made a part of this Resolution, be approved by each of the municipalities a party to the Amended and Restated North Shore Fire Department Agreement (hereinafter "The Agreement"); and

**WHEREAS**, Amendment No. 9 to the Agreement must be submitted to the governing bodies of the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay and the City of Glendale for approval by each of the seven (7) municipalities;


**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of River Hills that the Village of River Hills hereby approves Amendment No. 9 to the Agreement in the form presented as attached and directs the Village Clerk to provide a certified copy of this Resolution to the North Shore Fire Department.

**PASSED AND ADOPTED** by the Village Board of the Village of River Hills this 20<sup>th</sup> day of September, 2023.

VILLAGE OF RIVER HILLS

  
\_\_\_\_\_  
Christopher B. Noyes  
Village President

Countersigned:

  
\_\_\_\_\_  
Tammy LaBorde  
Village Clerk

STATE OF WISCONSIN: NORTH SHORE FIRE DEPARTMENT: MILWAUKEE COUNTY

**RESOLUTION NO. – 23-05**

**A Resolution to Unanimously Recommend Amendment No. 9 to the North Shore Fire Department Agreement to provide general, non-policy clean-up of the North Shore Fire Services Agreement**

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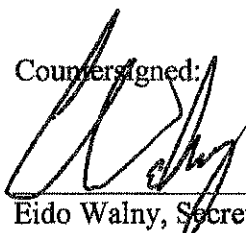
**WHEREAS**, the Board of Directors of the North Shore Fire Department on August 11, 2023 received the recommendation to amend the North Shore Fire Department Agreement signed and dated December 30, 1994 (hereinafter "the Agreement") to provide general, non-policy clean-up of the Agreement; and

**WHEREAS**, section 23 of the Agreement provides that the Agreement may be amended by unanimous vote of the Board of Directors recommending the amendment at least thirty (30) days after it is submitted for consideration and further that the amendment must be approved by the unanimous vote of the member municipalities.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors that the attached "Amendment No. 9 to Amended and Restated North Shore Fire Department Agreement" (hereinafter "Amendment No. 9") was submitted substantially as attached at least thirty (30) days in advance to the Board of Directors and that Amendment No. 9 is hereby unanimously recommended for approval by each of the municipalities that is a party to the Agreement.

**PASSED AND ADOPTED** by the Board of Directors of the North Shore Fire Department this 12<sup>th</sup> day of September, 2023.

Countersigned:

  
Eido Walny, Secretary

  
Ann McCullough McKaig, President

## **AMENDMENT NO. 9 TO AMENDED AND RESTATED NORTH SHORE FIRE DEPARTMENT AGREEMENT**

**Paragraph 3** of the Amended and Restated North Shore Fire Department Agreement is amended and restated to read as follows :

Officers. As soon as practicable after the initial appointments the Board of Directors shall elect a President, Vice President, Secretary and Treasurer. These Officers shall serve until the first meeting of the Board of Directors occurring after January 01, 1996, at which meeting their successors shall be elected. Thereafter the officers shall be elected at the first meeting of the Board of Directors occurring after May 1 of each year, and officers so elected shall hold office until their successors are duly elected and qualified. The Secretary need not be a member of the Board of Directors.

**Paragraph 5.2** of the Amended and Restated North Shore Fire Department Agreement is amended and restated to read as follows:

To recommend adoption of a budget for the North Shore Fire Department's capital improvement expenses including, but not limited to, equipment, as provided in Paragraph 13 of this Agreement. For the purposes of this paragraph, the term "operating expenses" shall include the usual and ordinary cost of operation of the North Shore Fire Department, the operation and routine maintenance of buildings used by the North Shore Fire Department and the repair and the renewal of the North Shore Fire Department's physical assets including expenses and ordinary additions to its assets. Such municipalities as set forth hereinafter, not later than September 30 in each year.

For the purposes of this paragraph, the term "capital improvement expenses" shall include the expenditures related to the structural reconstruction of premises, purchases of apparatus and equipment which has a life of at least five (5) years and a purchase price of at least \$25,000 (1994 dollars), and replacement or addition of building infrastructure, to include heating, electric and plumbing systems.

The annual percentage increase in the total annual operating and capital budget of the North Shore Fire Department will not exceed the lesser of (a) the percentage increase in the U.S. Urban CPI (Consumer Price Index), a; wage earners, for the 12 months ended on the August 31 next preceding the budget year, or (b) the limit for increases in municipal budgets certified by the Wisconsin Department of Revenue for purposes of Section 79.05 Wis. Stats., plus, in either case, one-half (1/2) of one percent (0.5%).

**Paragraph 8** of the Amended and Restated North Shore Fire Department Agreement is amended and restated to read as follows:

Officers. As soon as practicable after the initial appointments the Commission shall elect a Chair, Vice Chair and Secretary. The Secretary need not be a member of the Commission. Officers shall thereafter be elected at the first meeting of the Commission occurring after May 1 of each year, and officers so elected shall hold office until their replacements are duly elected and qualified.

**Paragraph 17.5** of the Amended and Restated North Shore Fire Department Agreement is amended and restated to read as follows:

If any municipality fails to pay in full each payment to be made by it as provided by this Agreement on the due date, such defaulting municipality shall be indebted to the other participating municipalities for the payment due plus interest at the prevailing prime rate at the bank designated by the Board of Directors as the Department's public depository from the due date until payment. At the discretion of the Board of Directors. Legal action to enforce such payment due by the defaulting municipality may be taken by the Board of Directors. Any recovery collected shall be paid to reimburse any other municipality to the extent it paid any part of such defaulted payment, plus interest, and the balance of such payments, plus interest, shall be made to the North Shore Fire Department, which interest shall be credited against payments to be made by the municipality or municipalities that were not in default. If two (2) or more municipalities were not in default, such interest shall be credited in the proportion each paid operating expenses during the period of default. In addition to any sum in default, and interest, as above provided, there shall be included in the judgement all costs disbursements and a reasonable sum as attorney's fees.