

**SECOND AMENDMENT TO THE  
CHARTER OF  
SOUTH AREA FIRE & EMERGENCY RESPONSE DISTRICT**

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**THIS AGREEMENT** is made, this 1<sup>st</sup> day of ~~December~~ December 2021, by and between the Town of Rib Mountain ("Rib Mountain"), a political subdivision of the State of Wisconsin, Marathon County and the Village of Weston ("Village of Weston"), a political subdivision of the State of Wisconsin, Marathon County, (collectively referred to herein as "the Municipalities" or singularly "the Municipality") is entered into pursuant to the authority of Wis. Stats. §§[66.0301](#), [60.55](#), and [61.65](#); and

**WHEREAS**, the Village of Weston and the Town of Rib Mountain provide fire protection, emergency medical services and certain other approved and related emergency services within, and for, the geographical area in each political jurisdiction, and beyond, as described in the S.A.F.E.R. Charter entered into between them on June 11, 2013 (the "Charter"); and

**WHEREAS**, the Village of Weston and the Town of Rib Mountain reaffirm their commitment and determination that it is in their best interest to continue a fire department and ambulance service to be called the South Area Fire & Emergency Response District (hereinafter "the District") pursuant to Wis. Stats. §§[60.55](#), [61.65](#) and [66.0301](#)

**WHEREAS**, it is the common understanding of the Municipalities that creating and continuing the District will provide greater protection against fire losses with the Municipalities, a more effective and efficient firefighting and emergency medical service agency, and financial savings and benefits to the Municipalities' taxpayers; and

**WHEREAS**, the Municipalities have agreed that the District shall continue in a hybrid model combining full-time and paid-on-call professionals; and

**WHEREAS**, the Municipalities shall continue to retain ownership of their buildings where the District is housed; and

**WHEREAS**, by this Second Amendment, the Municipalities wish to amend, update and supersede the Charter Date June 11, 2013; and

**NOW, THEREFORE**, the Municipalities jointly Agree that the Charter is hereby amended and superseded as set forth herein. However, the purpose and establishment set forth in the Charter shall continue. Specifically, for the furnishing of firefighting services and medical ambulance services to the territory included with that are defined herein to be maintained and operated in accordance with the following terms, conditions and plan:

**I. PURPOSE**

The purpose of the District is to provide fire protection, emergency medical service and certain other approved and related emergency services to the Municipalities and to such other areas with whom the District may contract.

The District will operate primarily within the "primary service area", which shall include the Municipalities. The service area of the District may include contracted Fire/EMS response services outside of the Municipalities.

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**II. GOVERNANCE**

The South Area Fire & Emergency Response District shall be governed by a Board of Directors (hereinafter referred to as “the Board”), whose powers, duties, and responsibilities are enumerated here:

1. Board Members and Terms of Office. Subject to II. 2, the Board shall consist of five (5) Directors of which:
  - a) The Rib Mountain Town Board Chairperson (or his/her designee); who shall hold this position on the Board for the length of their tenure as Town Board Chairperson;
  - b) The Village of Weston President (or his/her designee); who shall hold this position on the Board for the length of their tenure as Village President;
  - c) A citizen of the Town of Rib Mountain, recommended by the Rib Mountain Town Board Chairperson, and approved by the Rib Mountain Town Board of Supervisors. The Director’s recommendation shall be made annually, no later than April 30<sup>th</sup>, and shall be approve not later than May 31<sup>st</sup>. The length of the term shall be for one year from June 1<sup>st</sup> to May 31<sup>st</sup> annually.
  - d) A citizen of the Village of Weston, recommended by the Village of Weston President, and approved by the Village of Weston Board of Trustees. The Director’s recommendation shall be made annually, no later than April 30<sup>th</sup>, and shall be approve not later than May 31<sup>st</sup>. The length of the term shall be for one year from June 1<sup>st</sup> to May 31<sup>st</sup> annually.
  - e) A fifth member, being either a citizen of the Municipalities, or a citizen of territory served by the District under contract, being jointly selected by the Rib Mountain Board Chairperson and the Village of Weston President, and approve by a majority vote of the Board. The Director’s recommendation shall be made annually, no later than April 30<sup>th</sup> and shall be approve no later than May 31<sup>st</sup>. The length of term shall be for one year from June 1<sup>st</sup> to May 31<sup>st</sup> annually.
2. Future Board Expansion. If a new municipality joins the District, then the chief elected official (or his/her designee) of the new municipality shall be added as a Director and join the Board, At such time as a sixth member municipality joins the District, the Village of Weston and Town of Rib Mountain shall each designate one additional member to the Board as specified in Article II. 1. c) and d).
3. Quorum. A majority of the members of the Board shall constitute a quorum.
4. Official Action. Except as expressly provided in the Amended Charter, an act of a majority of the members of the Board present at a meeting, in which a quorum is present shall be the act of the Board.
5. Meetings. Meetings of the Board shall be held at least once each calendar quarter, and/or otherwise at the call of the Board’s Chairperson, or upon the written request of at least two (2) members of the Board. Notice of meeting of the Board shall be given to the members in writing

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not less than 24 hours prior to the time of the meeting and comply with Wisconsin State public meeting notice requirements.

6. Voting Requirements Exceptions. The affirmative vote of two thirds (2/3) of Board members shall be required for:

- a) The purchase or sale of any asset having a value in excess of \$50,000.00; and
- b) The abandonment or relocation of any fire station; and

The affirmative vote of all Board members and by each of the participating Municipalities shall be required for:

- c) Any amendments to this Amended Charter:
7. Officers. The Board shall elect a Chair and a Vice Chair. The officers shall be elected at the first meeting of the of the Board occurring after June 1<sup>st</sup> of each year, and officers elected shall hold their office for a period of one (1) year, or until their successors are duly elected and qualified.
8. Compensation. The District shall not compensate the Board members for their services. However, Board members may be reimbursed for actual necessary expenses incurred if so authorized by the Board. Board members may be compensated by their respective Municipality as each Municipality may determine.
9. Powers. Except as limited by this Amended Charter or amendments hereto, the Board or its designee shall have all the power and duties authorized under the Wisconsin Statutes relating to the operation of the District. Such powers shall include, but not limited to, the following:
- a) In case of the death, disability, resignation, discipline, or termination of the Fire Chief for cause, to designate an interim Fire Chief until a new Fire Chief is selected by the Commission.
  - b) At least annually conduct an assessment of the Chief in order to evaluate his/her performance in carrying out the directives of the Board.
  - c) To negotiate, and approve or reject mutual aid agreements with other fire departments and to authorize execution of such agreements.
  - d) To own, purchase, encumber, sell, or lease real property in the name of the District, for the purposes of the District, upon such terms and conditions as it deems appropriate.
  - e) To own, hire, rent, lease, purchase, encumber and sell vehicles, equipment, services or other personal property or supplies for District purposes, upon such terms and conditions as it deems appropriate.
  - f) To adopt procedures, personnel rules, and operating policies and rules.

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- g) To contract to provide fire protection services or ambulance services or both to or for other Municipalities or portions of other Municipalities upon such terms and conditions as it deems appropriate.
  - h) To establish rates of pay and fringe benefits for all employees and members of the District.
  - i) No more often than annually establish a uniform fee for fire inspections within the Municipalities and primary service area of the District to be paid by the property owner. In addition to the uniform fee, a mileage rate may be charged for inspections.
  - j) To establish annually a base fee to be paid by each municipality in the District.
  - k) To establish annually a uniform rate per call to be charged for fire services provided outside the primary service area.
  - l) To establish a uniform rate per call to be charged to each individual for ambulance services provided within the primary service area; a uniform rate per call to be charged to each individual for ambulance services provided outside the primary service area; mileage rates to be charged for use of District vehicles, and rates to be charged for supplies expended.
  - m) To designate a depository for District funds.
  - n) To secure insurance for the District including, without limitation, fire and casualty, liability, worker's compensation, and errors and omission coverage.
  - o) To sue and be sued in accord with state law.
  - p) To designate an official newspaper for required publications by the District.
  - q) To exercise such additional powers as are authorized by law and as are reasonably necessary to effectuate the purpose of the District and to the exercise of the authorities granted by this Amended Charter.
10. To the extent necessary, the competitive bidding requirements of the state statutes shall be complied with. However, at a minimum, all purchases which exceed \$50,000.00 shall require an attempt to obtain a minimum of three (3) bids from vendors. Purchases exceeding \$150,000.00 shall require a sealed bid process to be opened by the Board at a board meeting.

**III. FIRE COMMISSION**

The Municipalities hereby wish to continue a Fire Commission (hereinafter referred to as "the Commission") as provided by Wis. Stat. §§[61.65](#) and [62.13](#), whose powers, duties and responsibilities are enumerated here:

1. Selection of Commissioners. The Commission shall continue to have five (5) members, whom shall be referred to as Commissioners. Current members of the Commission shall continue to serve their appointments until June 30<sup>th</sup>, 2017, following which;



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- a) One (1) commissioner shall be selected from a citizen of the Town of Rib Mountain, whom shall be recommended by the Rib Mountain Town Board Chairperson, and then approved by the Rib Mountain Town Board of Supervisors. The Chairperson's recommendation shall be made, no later than April 30<sup>th</sup>, and shall be approved no later than May 31<sup>st</sup>. The length of term shall be for two (2) years from July 1<sup>st</sup>, 2017 to June 30<sup>th</sup>, 2019, or until a successor is duly appointed. Future appointments will be filled in the same manner as the original appointment and whose term of office shall be for two (2) years or until a successor is duly appointed.
- b) One (1) commissioner shall be selected from a citizen of the Village of Weston, and shall be recommended by the Village of Weston President, and then approved by the Village of Weston Board of Trustees. The President's recommendation shall be made, no later than April 30<sup>th</sup>, and shall be approved not later than May 31<sup>st</sup>. The length of term shall be for two (2) years from July 1<sup>st</sup>, 2017 to June 30<sup>th</sup>, 2019, or until a successor is duly appointed. Future appointments will be filled in the same manner as the original appointment and whose term of office shall be for two (2) years.
- c) The remaining three (3) commissioners shall be selected by a majority vote of the Board at an organizational meeting of the Board, which shall take place during the month of June, annually. Commissioners shall be nominated by members of the Board and approved by a majority vote. The Commissioners will be selected from eligible citizens of the Municipalities, or from citizens of municipalities served by fire/ems service contracts with the District. The length of the term shall be for one (1) year from July 1<sup>st</sup>, 2017 to June 30<sup>th</sup>, 2018, or until a successor is duly appointed and may be reappointed for unlimited terms thereafter.
- d) Vacancies shall be filled by appointment for any unexpired term by the appointing municipality in the same manner as original appointments are made.

Vacancies of commissioners made by appointment of the Directors as in Article III. 3. c) above, shall be made in the same manner as stated in Article III. 3. c) above.

- 2. Quorum. A majority of the members of the Commission shall constitute a quorum.
- 3. Official Action. The act of a majority of the members of the Commission present at a meeting in which a quorum is present shall be the act of the Commission.
- 4. Meetings. Meetings of the Commission shall be held as required, but at least once during each calendar year. Meetings of the Commission shall be held upon the call of the Chair or upon the written request of at least two (2) members of the Commission. Notice of a meeting of the Commission shall be given to the members in writing not less than 24 hours prior to the time of the meeting and comply with Wisconsin State public meeting notice requirements. Member Municipalities shall be provided with the meeting notice by communication with the Municipalities Clerk(s).

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5. Officers. As soon as practicable after the initial appointments, the Commission shall elect a Chair and a Vice Chair. The officers shall be elected at the first meeting of the Commission occurring after July 1<sup>st</sup> of each year, and officers elected shall hold their office for a period of one (1) year, or until their successors are duly elected and qualified.
6. Compensation. As compensation for their service, the Commissioners shall receive a per diem dollar amount which shall be set by the Board of Directors. In addition, the Commissioners may be reimbursed for actual necessary expenses incurred of so authorized by the Board of Directors and if funds are contained within the approved budget.
7. Powers. The Commission is to be subject to the provisions of Wis. Stats. §[62.13\(2\) to \(12\)](#) exclusive of [\(6\)](#), pertaining to a board of police and fire commissioners or to appointments, promotions, suspensions, removals, dismissals, reemployment, compensation, rest days, exemptions, organization and supervision of departments, contracts and audits to the extent that the provisions apply to 2<sup>nd</sup> and 3<sup>rd</sup> class cities.

**IV. ADMINISTRATION**

Day-to-day administration of the District's services, personnel, and equipment shall be conducted by the Fire Chief, subject to the approval of the Board. The District may employ the following positions, who shall have those duties and responsibilities as set forth below and as described and set forth in each positions Job Description:

1. Fire Chief. The Fire Chief shall be generally responsible for the supervision, scheduling, education, organization, and administration of the firefighting personnel and equipment.
  - a) The Fire Chief shall be selected by the Commission. Qualified candidates will be subject to the interview process and a final selection will be made by a majority vote by the Commission.
  - b) The Fire Chief shall have the authority, subject to approval by the Commission to designate a Deputy Fire Chief.
  - c) The Fire Chief shall evaluate firefighting personnel, vehicles, supplies, equipment, and services available to the District and shall make recommendations for their purchase or hiring to the Board and/or Commission.
  - d) Upon prior approval by the Chair of the Board or the Vice Chair of the Board, the Fire Chief may purchase any unbudgeted items he/she deems necessary without prior approval of the Board not to exceed \$5,000.00.
  - e) The Fire Chief shall perform such other and additional related duties as are authorized by law and/or as accorded to him/her by the Board to achieve the purposes of the District.
2. Deputy Fire Chief. The Deputy Fire Chief shall act as Fire Chief during the absence of the Fire Chief, and shall perform such District duties as are assigned to him/her by the Fire Chief.

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3. EMS Division Chief. The EMS Division Chief shall plan, direct, manage and evaluate the Emergency Medical Services of the District while maintaining department records and assisting in the day-to-day administrative duties.
4. Battalion Chiefs. The Battalion Chiefs (Shift Commanders) shall be generally responsible for the supervision of personnel during their shift for both nonemergency and emergency activities in accordance with the Board approved current job descriptions. The Fire Chief shall appoint, subject to the approval of the Commission, all Battalion Chiefs.
5. Fire Inspector. The Captain of the Inspection Bureau (Fire Inspector) shall be responsible for; completing fire inspections in all Municipalities, approve or deny occupancy variances pertaining to fire protection, work with building inspection departments of the betterment of fire protection, and when needed, participate in fire cause and origin investigations.
6. Paid-on-Call Professionals. The balance of personnel shall consist of paid-on-call professionals with various rank from probationary Firefighter, Firefighter, First Responders, Transfer Paramedic, Transfer Nurse, Firefighter/EMT, Firefighter/Paramedic, Motor Pump Operator (MPO), Safety Officers, Lieutenants, Captains and any additional positions created by the Board.

**V. OWNERSHIP OF ASSESTS**

The Village of Weston and Town of Rib Mountain have transferred to the District's custody, use and control, but not ownership, of the buildings used by the District.

1. Rib Mountain Public Safety Building. The first station, and primary operating place of business, shall continue to be the Rib Mountain Public Safety Building, which is located at 224225 Hummingbird Road, Wausau, WI 54401. The Municipalities acknowledge and understand the Public Safety Building shall remain fee titled in the name of the Town of Rib Mountain.
2. Weston Public Safety Building. The secondary station and additional operating place of business shall be portions of the Weston Public Safety Building, located at 5303 Mesker Street, Weston, WI 54476. The Municipalities acknowledge and understand the Public Safety Building shall remain fee titled in the name of the Village of Weston.
3. Occupancy Cost-Sharing Agreement. General maintenance costs, capital improvements, and other matters related to the upkeep of both of the Public Safety Buildings, shall be as set forth in the District Occupancy Cost-Sharing Agreement to be executed and approved by the Board and the Municipalities and when so executed and approved a copy of which will be attached hereto and incorporated herein as **Exhibit B**.
4. Equipment. The District currently maintains and owns extensive equipment necessary for the operation of its services. It is agreed that this equipment shall continue to remain the exclusive property of the District. All future equipment acquisitions and/or capital expenditure acquisitions by the District will be determined by the operating budget. The District will own all assets it purchases.



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5. Fleet. The Municipalities hereby agree that the District has purchased title to and possesses all of the firefighting, rescue, and ambulance vehicles, equipment and supplies in possession of the District and that such vehicles, equipment, and supplies then are the sole and exclusive property to the District.

**VI. BUDGET AND FINANCE**

1. Annual Budget. Commencing October 1, 2016 and each October 1 thereafter, the District Board shall submit a proposed budget to cover the District's income, operating expenses, capital expenditures and capital improvement projects for the succeeding year to the Municipalities. No expenditure shall be made by the District until the budget has been approved by all of the Municipalities' governing bodies as provided for herein. Budget amendments shall be approved by the Board and all of the Municipalities' governing bodies.
2. Operating Costs. Costs for the District shall be shared by the Municipalities based upon the funding formula in Article VIII.
3. Non-budgeted Expenditures. If it is determined by the Board of Directors that non-budgeted expenditures requiring additional funds from the Municipalities are required during any time throughout a year, the Municipalities shall have the right to approve any proposed non-budgeted expenditures. Notice of such proposed and non-budgeted expenditures shall be given in writing to each of the Municipalities. The Municipalities shall then place the expenditure request on each of their respective agendas at their next regularly scheduled board meeting for discussion and approval in accordance with Wis. Stats. §§ [65.06\(6\)](#), [60.40\(5\)](#) and [65.90](#).
4. Depository. The Board shall designate a public depository or depositories for its accounts. All funds of the District shall be considered public deposits.
5. Disasters/State of Emergencies. Should a disaster/state of emergency be declared by the appropriate Local and/or State and/or Federal officials/entities, the Municipalities agree that if any funds/grants should become available to defray the cost and expenses related to the services provided, by the District, for responding to, and providing service in said Municipalities' territory, the District will be reimbursed from these funds/grants. Payment for said services, by the District, shall be made by the Municipality to the District within thirty (30) days of receipt of the funds/grant monies being received.

**VII. FISCAL AGENT**

1. The Village of Weston agreed to be the District's fiscal agent for calendar year 2016 without charging a fee for such services. Proposals for the appointment of the District's fiscal agent for future years shall be submitted to the Board for the calendar year 2017 and beyond, prior to the transmission of the annual budget proposal to the Municipalities. Proposals shall include the term and annual fee for such services. The Board shall select the fiscal agent.
2. Duties of the fiscal agent shall include:



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- a) Maintaining financial records; and
- b) Receiving and distributing funds; and
- c) Providing payroll administration; and
- d) Administering insurance program(s); and
- e) Reporting to Municipalities' governing bodies on at least a quarterly basis the financial condition of the District; and
- f) Assisting with and supporting the annual audit review process and report.
- g) Complying with all applicable Wisconsin State laws and statutes. Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB), Internal Revenue Services (IRS) rules, and Wisconsin Department of Employee Trust Funds rules.
- h) Any other duties as directed by the Board.

**VIII. PAYMENT OF EXPENSES**

The Municipalities shall bear and pay the net operating expenses and capital expenditures of the District as established according to the following procedures and proportions.

1. Financing Formula. Each participating Municipality's annual financial contribution to the District's operating, maintenance and capital budget shall be calculated based upon the following formula:
  - a) Population. Thirty-three and 33/100 percent (33.33%) of the total budget contribution shall be shared among the Municipalities in proportion to each Municipality's percentage share or the total population of the Municipalities, as determined by the State of Wisconsin for the prior year.
  - b) Equalized valuation. Thirty-three and 33/100 percent (33.33%) of the total budget contribution shall be shared among the Municipalities in proportion to each municipality's percentage share of the total equalized valuation, excluding land, of all the Municipalities, as determined by the State of Wisconsin for the prior year and as adjusted as hereafter provided.

Total equalized valuation, excluding land, shall be divided into residential, commercial and industrial classifications and shall include valuation from TIF Districts. A multiplier of one for total residential valuation (including value of "other" under the equalized valuation formula), two for total commercial valuation and three for total industrial valuation shall be applied. The total of the multiplied valuations for each municipality shall be divided by the total of the multiplied

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valuations for all the municipalities and multiplied by 100 to determine each municipality's proportionate percentage share.

- c) Inspectable Structures. Thirty-three and 34/100 percent (33.34%) of the total budget contribution shall be shared among the Municipalities in proportion to each municipality's percentage of inspectable structures. There shall be attributed to each Municipality a minimum of ten (10) structures.
- 2. Municipality Payments. The Fiscal Agent will submit to each municipality a statement requiring payment of that municipality's share of the estimated net operating expenses and capital expenditures for the fiscal year which must be paid to the Fiscal Agent in quarterly payments. This notice shall be given not later than fifteen days following approval of the District's budget. Payment shall be due by the Municipalities on the 1st, 4th, 7th and 10th month of the year. If any Municipality fails to pay in full each payment to be made by it as provided by this Charter on the due date, such defaulting Municipality shall be indebted to the other Municipalities for the payment due plus interest at the prevailing prime rate in Wausau, Wisconsin from the due date until payment. Legal action to enforce such payment due by the defaulting Municipality may be taken by the Board.
- 3. If the Board recommends adopting a modification of the contribution ratio or contribution formula, then this shall be amended, as recommended by the Board of Directors, upon the approval of a three-quarter majority vote of each Municipalities' respective boards.

**IX. EXPANSION OF DISTRICT MEMBERSHIP.**

- 1. Additional Municipalities may be added to the District upon the following conditions:
  - a) The proposed additional territory is contiguous to the then-existing boundaries of the District or geographically advantageous for the operation of the District; and
  - b) The addition of either members or proposed territory and the terms and conditions pertaining to such additions are approved by the Board and ratified by each of the Municipalities; and
  - c) That each Municipality agrees with the vision, mission, and operating principles of this District, which is a hybrid model of using a combination of full-time and paid-on-call professionals.
- 2. Buy-In. Buy-in for a Municipality will be upon mutual agreement of the Board and the Municipality entering the District and based on how the joining Municipality is identified in each category of the four (4) following categories.

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- a. Municipality without any current services (contracted out for fire/ems protection). The buy-in would be calculated to meet the increased need for staffing, maintenance, supplies needed to adequately protect the Municipality as determined by the Fire Chief with the advice and consent of the Municipalities. The buy-in funds shall be paid to the District amortized over the first three (3) years of membership and then incorporated into the annual funding calculations. During the initial three (3) year buy-in period, the joining Municipality shall be responsible and assessed its share of the budgetary obligation as provided in Article VIII.
- b. Municipality with EMS services without a firehouse. The buy-in would be calculated to meet the increased need for staffing, maintenance, supplies needed to adequately protect the Municipality as determined by the Fire Chief with the advice and consent of the Municipalities. Additional funds could include but not limited to apparatus and erecting a firehouse if the Municipality wanted 24/7 staffing in their municipality. Existing staff would be required to apply to the District and could be granted a grace period of 24 months to obtain certifications to meet existing District job descriptions. The buy-in funds shall be paid to the District amortized over the first three (3) years of membership and then incorporated into the annual funding calculations. In addition, during the initial three (3) year buy-in period, the joining Municipality shall be responsible and assessed its share of the budgetary obligation as provided in Article VIII.
- c. Municipality with volunteer Fire/EMS services with a firehouse without quarters. The buy-in would be calculated to meet the increased need for staffing, maintenance, supplies needed to adequately protect the municipality as determined by the Fire Chief with the advice and consent of the Municipalities. Existing staff would be required to apply to the District and could be granted a grace period not to exceed 24 months to obtain certifications to meet existing District job descriptions. The buy-in would be offset by the transferred ownership of all equipment and apparatus to District. Additional funds could include but not limited to additional apparatus or retrofitting the existing firehouse for living quarters to include, offices, bunk rooms, kitchen, locker rooms and a day room as deemed appropriate by the Fire Chief. The buy-in funds shall be paid to the District amortized over the first three (3) years of membership and then incorporated into the annual funding calculations. In addition, during the initial three (3) year buy-in period, the joining Municipality shall be responsible and assessed its share of the budgetary obligation as provided in Article VIII.
- d. Municipality with full time Fire/EMS services with a full functional firehouse. The buy-in shall be calculated to meet the increased need for staffing, maintenance, supplies needed to adequately protect the municipality as determined by the Fire Chief with the advice and consent of the Municipalities. The buy-in would be offset by the transferred ownership of all equipment and apparatus to District. Existing

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(Paid On Call) (POC) staff, if any, would be required to apply to the District and may be granted a grace period not to exceed 24 months to obtain certifications to meet existing District job descriptions. Existing career staff would be required to apply to the District and be offered full time employment only after passing the written and practical assessment center, completing an interview with the Fire Chief and Deputy Fire Chief, and received approval from the Commission. The buy-in funds shall be paid to the District amortized over the first three (3) years of membership and then incorporated into the annual funding calculations. In addition, during the initial three (3) year buy-in period, the joining Municipality shall be responsible and assessed its share of the budgetary obligation as provided in Article VIII.

**X. WITHDRAWAL FROM DISTRICT.**

The Municipalities, including the founding Municipalities pledge to participate in the District for a minimum of five (5) years from their joining of the District. The procedure for withdrawal and distribution of assets shall be accomplished as follows:

1. Withdrawal from the District is permitted at the end of any calendar year (after five (5) years) providing that such withdrawing Municipality gives at least twelve (12) months written notice to the Municipalities.
2. The withdrawing Municipality shall receive seventy-five percent (75%) of the amount of its financial contribution set forth on **Exhibit A**. **Exhibit A** represents seventy-five percent (75%) of the withdrawing Municipality's buy-in determined in Article IX. 2. No withdrawing Municipality may claim any portion of the assets of the District or be entitled to any other compensation for past contributions for vehicles, equipment or supplies purchased whatsoever. Any such withdrawal shall not affect the obligations of the remaining Municipalities under the terms of this Second Amendment to the Charter.
3. The District shall name the withdrawing Municipality as an additional insured on any and all insurance policies providing liability coverage for occurrences or claims made prior to the effective date of withdrawal. Any additional charges incurred by the District for such coverage will be paid by the withdrawing Municipality.
4. Except as the parties may otherwise agree, the withdrawing Municipality shall be responsible for its proportionate share of all liabilities incurred by the District prior to the effective date of its withdrawal, including, but not limited to, attorney fees, settlements, damages, or any form of debt or bonded indebtedness or notes, any retirement incentives or any other liabilities incurred by the District pursuant to its approved budget. For any liabilities due or incurred before but continuing after the effective date of the withdrawal, the withdrawing Municipality shall be responsible for its share of the liabilities as that share is determined under the financing formula in Article VIII herein in the year immediately preceding the effective date of the withdrawal.



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**XI. DISSOLUTION OF DISTRICT**

The District may be dissolved by a two-thirds (2/3) vote of the entire Board. Notice of Intent to Request Dissolution shall be given at least twelve (12) months before the end of any calendar year. A dissolution Resolution shall be effective at the end of the calendar year. All equipment purchased by the District shall be sold and the net proceeds shall be distributed to each Municipality base upon each Municipality's percentage as determined under the formula in Article VII, paragraph 1 above.

**XII. DISPUTE RESOLUTION**

If a dispute arises between the parties concerning any terms or conditions of this Charter, the following procedures shall be utilized to resolve the dispute: Step One (1): Meeting between Administrator/Chief Elected Official of each participating Municipality and Fire Chief. Step Two (2): Mediation. Step Three (3): Arbitration. In the event that Mediation occurs, the parties shall mutually agree upon a Mediator. In the event that arbitration occurs, the arbitration shall result in a hearing before a panel of three (3) individuals, which shall include one (1) arbitrator selected by each party and one (1) individual selected by mutual agreement of the two (2) arbitrators. Any decision by the arbitration panel shall be legally binding and final. The parties shall split equally the total cost of the arbitrators and each party shall bear their own costs incurred during the dispute resolution process.

**XIII. INDEMNIFICATION**

Each hereby agrees to indemnify and hold harmless the other participating Municipalities, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of the municipality or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on other participating Municipalities, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the other participating Municipalities, its elected and appointed officer, officers, employees, agents, representatives and volunteers.

Each shall reimburse the other participating Municipalities, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**SECOND AMENDMENT TO THE  
CHARTER OF  
SOUTH AREA FIRE & EMERGENCY RESPONSE DISTRICT**

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**XIV. INSURANCE**

The Board of Directors shall obtain liability insurance sufficient to cover the District for claims of loss or damages, which may be occasioned by acts of the District. The costs for the insurance will be included in the operating budget of the District. In the event that liability is incurred for any claim for damages, injury or loss arising out of the operations of the District., either through policy exclusions, under insurance, policy lapse, or any other reason, the Town of Rib Mountain and the Village of Weston agree to indemnify each other for said uninsured costs and/or damages in accordance with the annual formula contributions established herein.

**XV. AMENDMENTS**

The Board may, from time to time, propose amendments to this Amended Charter. Any amendments must be unanimously approved by the Board and by each of the participating Municipalities. It is understood and agreed that this Amended Charter shall be regularly reviewed after the date of ratification and amended as necessary.

**XVI. EFFECTIVE DATE**

This Amended Charter shall be effective upon its ratification by the governing bodies of each Municipality.

Dated: 12-1-21

**VILLAGE OF WESTON**

By: [Signature]  
Village President

Attest: [Signature]  
Village Clerk

**TOWN OF RIB MOUNTAIN**

Dated: 11-22-2021

By: [Signature]  
Town Chairperson

Attest: [Signature]  
Town Clerk

**SECOND AMENDMENT TO THE  
CHARTER OF  
SOUTH AREA FIRE & EMERGENCY RESPONSE DISTRICT**

---

**APPENDIX A**

**SOUTH AREA FIRE & EMERGENCY RESPONSE DISTRICT**

**BEGINNING NET INVESTMENT**

**JANUARY 1, 2014**

|                      |                |
|----------------------|----------------|
| Town of Rib Mountain | \$1,380,742.51 |
|----------------------|----------------|

|                   |              |
|-------------------|--------------|
| Village of Weston | \$970,865.33 |
|-------------------|--------------|



**SECOND AMENDMENT TO THE  
CHARTER OF  
SOUTH AREA FIRE & EMERGENCY RESPONSE DISTRICT**

---

**EXHIBIT B**

**SOUTH AREA FIRE & EMERGENCY RESPONSE DISTRICT  
LEASE AGREEMENT FOR  
STATION NO. 1**

THIS AGREEMENT made this 15 day of JUNE, 2021, by and between the South Area Fire & Emergency Response District ("SAFER"), a fire district and the Town of Rib Mountain ("Town"), a political subdivision of the State of Wisconsin, Marathon County.

WHEREAS, the Town and the Village of Weston entered into a certain Charter for South Area Fire & Emergency Response District dated June 11, 2013 (the "Charter") which created SAFER; and

WHEREAS, the Town and the Village of Weston amended the Charter on September 13, 2016 ("First Amendment"), and subsequently amended the Charter on \_\_\_\_\_, 2021 ("Second Amendment"); and

WHEREAS, under the Charter and Amended Charter, SAFER provides fire protection, emergency medical service and certain other approved and related emergency services to the residents of the Town and Village of Weston and to such other areas with whom SAFER may contract; and

WHEREAS, SAFER occupies facilities owned by the Town located at 224225 Hummingbird Road, Rib Mountain, WI 54401 ("Station 1" and/or "Premises") which include a fire station, parking lots, and training tower;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged;

**IT IS AGREED AS FOLLOWS, TO WIT:**

1. USE. The SAFER Premises shall be used by SAFER as a fire, emergency medical services, and rescue operations station. Upon the termination of this Lease Agreement, SAFER shall remove its personal property from the Property and deliver the SAFER Premises peaceably in as good of condition as on the Commencement Date, regular wear and tear excepted. SAFER agrees not to permit anything to be done in, or about, the Property which will, in any way, obstruct or interfere with the rights of other tenants or occupants of the Property, or injure or annoy them. SAFER shall keep the SAFER Premises, and all common areas used by SAFER or any of its employees or guests, in a clean and sanitary condition.

2. PREMISES. The Town leases the Premises located at 224225 Hummingbird Road, Rib Mountain, WI 54401 to SAFER upon and subject to the terms, covenants and conditions set forth herein and which Premises includes all buildings, parking lots, land and structures thereon.

3. TERM. The term of this Agreement will commence on the Effective Date (the "Commencement Date") and expires at midnight from the last day of the month following the tenth (10th) anniversary of the Effective Date, provided SAFER is not then in default under the terms and conditions of this Agreement and further provided that SAFER does not give the Town ninety (90) days written notice of its intention not to renew, the term of this Agreement shall be automatically extended for three (3) periods of five (5) years each upon the same terms, covenants and conditions as in this Agreement.

4. RENT. SAFER shall pay rent to the Town in the sum of One and no/100 (\$1.00) as the entire consideration for the term and all renewal terms of this Lease.

5. EXTERIOR MAINTENANCE. The Town will be responsible for all snowplowing, snow removal and snow shoveling as required in the parking lot, driveways and sidewalks and for lawn care and landscaping of any grassy areas adjacent to the buildings.

6. ROUTINE MAINTENANCE. SAFER will be responsible for all routine repair, maintenance, cleaning and replacement of the doors, windows, floor coverings, wall coverings, ceilings and lighting fixtures, computer and telephone lines within the building.

7. HOUSEKEEPING. SAFER will be solely responsible for all housekeeping and janitorial services required or performed within the building.

8. NON-ROUTINE MAINTENANCE. The Town will be responsible for all nonroutine maintenance of the Premises. The term "nonroutine maintenance" means the repair or replacement of any building components costing more than Three Thousand Five Hundred Dollars (\$3,500) per line item. The building components are any portions of the building, such as the roof, heating, ventilating and air conditioning system, the plumbing system, the electrical system or any structural component of the building, the cost of which would be capitalized under generally accepted accounting principles.

9. UTILITIES. SAFER will be solely responsible for the costs of all telephone, data, water, sewage, electricity, fuel used for heating services furnished to the Premises, and all other utilities.

10. ENTRY BY TOWN. The Town and its authorized representatives may enter Station 1 at any time upon twenty-four (24) hour advance written notice (or in the case of emergency, following an attempt to give reasonable notice) to inspect the property or to exercise and perform the Town's rights and obligations under this Agreement.

11. LIABILITY INSURANCE. SAFER shall, at its own sole cost and expense, and for the mutual benefit of the Town and SAFER, carry and maintain comprehensive public liability insurance, including property damage insuring SAFER and the Town as an "additional insured" against liability for injury to person or property occurring in or about the property or arising out of its ownership, maintenance use or occupancy thereof. The limits of liability under said policy shall not be less than \$300,000 for liability to any one person and not less than \$500,000 for liability for any one accident and not less than \$50,000 for property damage. SAFER agrees to

furnish evidence of such insurance to the Town upon demand. The Town shall, at its own sole cost and expense, and for the mutual benefit of the Town and SAFER, carry and maintain comprehensive public liability insurance insuring the Town and SAFER as an "additional insured" against liability for injury to person or property occurring in or about the property or arising out of the ownership, maintenance use or occupancy thereof.

12. PROPERTY INSURANCE. The Town shall, at its own sole costs and expense, provide for property insurance on the Premises in an amount not less than the full insurable replacement cost of the Property insuring against loss or damage by fire and such other risks as are covered by the current ISO Special Form policy. The Town, at its option, may obtain such additional coverages or endorsements as it deems appropriate or necessary, including, without limitation, insurance covering foundation, grading, excavation and debris removal costs; earthquake insurance; flood insurance; and other coverages provided the same are customarily carried by owners of similar buildings in the relevant market or are included in Town's package of insurance coverages. The Town may maintain such insurance in whole or in part under blanket policies.

13. TOWN'S WAIVER AND RELEASE OF CLAIMS AND SUBROGATION. To the extent not expressly prohibited by law, the Town, on behalf of the Town and its insurers, waives, releases and discharges SAFER from all claims or demands whatsoever arising out of damage to or destruction of the Premises, or loss of use of the Premises, occasioned by fire or other casualty, regardless whether any such claim or demand results from the negligence or fault of SAFER, or otherwise, and the Town will look only to its insurance coverage in the event of any such claim. The Town's policy or policies of property insurance will permit releases of liability and will provide for waiver of subrogation as provided herein.

14. ASSIGNMENT/SUBLETTING. SAFER shall not sell or assign this Agreement, or sublet the Premises or any part thereof.

15. QUIET ENJOYMENT. The Town covenants that SAFER will quietly hold, occupy and enjoy the Premises during the term, subject to the terms and conditions of this Agreement, free from interruption, interference, nuisance, claims, molestation, or hindrance by the Town or any person claiming by, through or under the Town.

16. SIGNAGE. SAFER agrees that it will not place any signs outside the building without the written consent of the Town, which consent shall not be unreasonably withheld, or delayed.

17. RIGHT TO CURE. In the event of a default by any party to the Lease Agreement, any non-defaulting party may, pursuant to and under the terms of the Lease Agreement, give the defaulting party, or parties, notice of the default, and a 30-day right to cure such default, and during the cure period the defaulting party, or parties, will take no action to enforce its claim arising from such default.

18. NOTICES. Any notices hereunder shall be given to the parties at the addresses used by the parties. In the event such address is no longer effective, and no other address for notice



has been given, notice shall be sent to the party's last known address. Notice shall be in writing and mailed via certified mail, return receipt requested.

19. Nothing contained herein is intended to be a waiver or estoppels of the parties or their insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the parties or their insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

20. MISCELLANEOUS.

A. The invalidity of any one or more phrases, sentences, clauses or sections in this Agreement shall not affect the remaining portions of this Agreement or other parts thereof.

B. The Recitals are hereby incorporated into this Agreement as if they were specifically identified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date set forth above, and by so signing this Agreement, certify that they have been duly and properly authorized by their respective boards and councils to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

Dated this 15<sup>th</sup> day of June, 2021

**TOWN OF RIB MOUNTAIN**

Dated: 7/6/21 By: Allen Opall  
Allen Opall, Chairman

Attest: Lynne Kolden  
Lynne Kolden, Town Deputy Clerk

**SAFER**

Dated: 7/13/21 By: Mike Miller  
Chairperson VICE CHAIR

Attest: Cher Sat  
Clerk

**LEASE AGREEMENT BETWEEN SOUTH AREA FIRE AND  
EMERGENCY RESPONSE DISTRICT AND THE VILLAGE OF WESTON**

ARTICLE 1

Parties

THIS LEASE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the South Area Fire & Emergency Response District ("SAFER"), a fire district and the Village of Weston ("Weston"), a municipal corporation of the State of Wisconsin.

ARTICLE 2

Premises

Weston hereby leases to SAFER usable space at the Public Safety Building property located at 5303 Mesker Street in Weston, Wisconsin (the "Property"). Weston retains the right to occupy the Property to the extent necessary to operate the collaborative entities and projects which occupy the Property.

Weston hereby leases to SAFER approximately 15, 133 sq. ft. for use by SAFER. The SAFER space is identified in the drawings and Safety Building Room Schedule as "SAFER" (the "SAFER Premises"). The drawings and Safety Building Room Schedule are attached hereto as Exhibit 1. In addition to the SAFER Premises, SAFER has a non-exclusive easement in common with other tenants to use the driveways, sidewalks, and parking areas on the Property and designated "common area" within the building as identified in Exhibit 1. The SAFER Premises constitutes approximately forty-six percent (46%) of the gross leasable space within the building.

ARTICLE 3

Improvements

SAFER shall have the right to make improvements within the SAFER Premises upon prior written consent of Weston which shall not be unreasonably withheld. All improvements shall conform to, and comply with, all federal, state and local laws, ordinances, rules, and regulations. Any such improvements shall be arranged to minimize any disruption to other tenants of the Property.

#### ARTICLE 4

##### Term

The term of this Lease Agreement will commence on the Effective Date (the "Commencement Date") and expires at midnight from the last day of the month following the 10<sup>th</sup> anniversary of the Commencement Date. Provided SAFER is not then in default under the terms and conditions of this Agreement, and provided that SAFER does not give Weston 90 days written notice of its intention to not renew, the term of this Lease Agreement shall be automatically extended for three (3) periods of five (5) years each upon the same terms, covenants, and conditions as in this Lease Agreement.

#### ARTICLE 5

##### Use

The SAFER Premises shall be used by SAFER as a fire, emergency medical services, and rescue operations station. Upon the termination of this Lease Agreement, SAFER shall remove its personal property from the Property and deliver the SAFER Premises peaceably in as good of condition as on the Commencement Date, regular wear and tear excepted.

#### ARTICLE 6

##### Rent

SAFER shall pay rent to Weston in the sum of One and no/100 Dollar (\$1.00) as the entire consideration for the term and all renewal terms of this Lease Agreement.

#### ARTICLE 7

##### Right of Entry

Weston, or any of its agents, shall have the right to enter the SAFER Premises to inspect or repair, as may be deemed necessary, for the safety, comfort, or preservation of the Property. Advance notice shall be provided, if possible, and Weston shall follow whatever protocols are necessary to maintain proper security and confidentiality.

#### ARTICLE 8

##### Assigning and Subletting

This Lease Agreement shall not be assigned. No portion of the SAFER Premises may be sublet without Weston's prior written consent.

## ARTICLE 9

### Prohibited Uses

SAFER agrees not to permit anything to be done in, or about, the Property which will, in any way, obstruct or interfere with the rights of other tenants or occupants of the Property, or injury or annoy them. SAFER shall keep the SAFER Premises, and all common areas used by SAFER or any of its employees or guests, in a clean and sanitary condition.

## ARTICLE 10

### Parking

SAFER will have the non-exclusive right to use the common areas designated for parking. Weston shall have the right to reasonably restrict SAFER employee parking to ensure parking spaces are available for all tenants and customers of the Property.

## ARTICLE 11

### Exterior Maintenance

Weston shall be responsible for all snow plowing, snow removal, and snow shoveling as required in the parking lot, driveways, and sidewalks, and for lawn care and landscaping of any grassy areas adjacent to the building.

## ARTICLE 12

### Routine Maintenance

SAFER agrees to keep the interior portion of the SAFER Premises in good repair and maintenance at all times. This includes, but is not limited to, the interior portion of the walls and any electrical, HVAC, mechanical and plumbing systems located within the SAFER Premises which exclusively serve the SAFER Premises from the point which such systems enter the SAFER PREMISES. SAFER shall be responsible for all routine repair, maintenance, cleaning, and the replacement of doors, windows, floor coverings, wall coverings, ceilings, and lighting fixtures within the SAFER Premises. Any damage to the common areas resulting from SAFER's use of the Property shall be repaired and restored by SAFER at its expense.

### ARTICLE 13

#### Housekeeping

SAFER shall pay for all housekeeping and janitorial services necessary to maintain the SAFER Premises, and all common areas used by SAFER employees or guests, in a clean and professional manner.

### ARTICLE 14

#### Nonroutine Maintenance

Weston shall be responsible for all nonroutine maintenance of the building. The term "nonroutine maintenance" means the repair and/or replacement of any building components costing in excess of \$3,500.00 per line item. The building components are any portions of the building, such as the roof, heating, ventilating and air conditioning system, the plumbing system, the electrical system, or any structural component of the building, the cost of which would be capitalized under generally accepted accounting principles. SAFER shall submit an estimate of the costs of such nonroutine maintenance to Weston for approval prior to authorizing any such repair and/or replacement work.

### ARTICLE 15

#### Utilities

SAFER shall be responsible for the payment of fifty percent (50%) of all utility fees attributable to the Property, including the cost of water, sewage, electricity, and fuel used for heating, ventilating, or cooling the building. SAFER shall pay for all telephone costs, data services, internet costs, and all other expenses that may be incurred in the operations of SAFER.

### ARTICLE 16

#### Insurance

LIABILITY INSURANCE - SAFER shall, at its own sole cost and expense, and for the mutual benefit of Weston and SAFER, carry and maintain comprehensive public liability insurance, including property damage, insuring SAFER and Weston as an "additional insured" against liability for injury to person or property occurring in, or about, the Property, or arising out of its ownership, maintenance, use, or occupancy thereof. The limits of liability under said policy shall not be less than \$300,000 for liability to any one person, \$500,000 for liability for any accident, and not less than \$50,000 for property damage. SAFER agrees to furnish evidence of such insurance to Weston upon demand.

PROPERTY INSURANCE – Weston shall, at its own sole cost and expense, provide for property insurance on the Property, in an amount not less than the full insurable replacement cost of the Property, insuring against loss or damage by fire, and such other risks, as are covered by the current ISO Special Form policy. Weston, at its option, may obtain such additional coverages and/or endorsements as it deems appropriate or necessary including, without limitation, insurance covering foundation, grading, excavation and debris removal costs, earthquake insurance, flood insurance, and other coverages and/or endorsements.

SUBROGATION CLAIMS - Weston and SAFER shall waive all claims for recovery against each other for any loss or damage (whether or not such loss or damage is caused by the negligence of the other party and, notwithstanding, any provision(s) in the Lease Agreement to the contrary) to any person or property coverable under any property insurance required to be carried hereunder, or by any property insurance actually carried by the respective party. This waiver is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall its insurance company, which issues its property coverage, waive any rights of subrogation against any of the other parties to this Lease Agreement, and any other tenants of the Property, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary.

#### ARTICLE 17

##### Signage

SAFER agrees that it will not place any signs outside the building without the written consent of Weston, which consent shall not be unreasonably withheld, conditioned, or delayed.

#### ARTICLE 18

##### Indemnification

SAFER agrees to indemnify and hold harmless Weston from all losses, damages, liabilities, and expenses which may arise out of SAFER's use of the Property. Nothing contained herein is intended to be a waiver or estoppel of the parties or their insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the parties, or their insurer, shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

## ARTICLE 19

### Right to Cure

In the event of a default by any party to the Lease Agreement, any non-defaulting party may, pursuant to and under the terms of the Lease Agreement, give the defaulting party, or parties, notice of the default, and a 30-day right to cure such default, and during the cure period the defaulting party, or parties, will take no action to enforce its claim arising from such default.

## ARTICLE 20

### Notices

Any notices hereunder shall be given to the parties at the addresses below. In the event such address is no longer effective, and no other address for notice has been given, notice shall be sent to the party's last known address. Notice shall be in writing and mailed via certified mail, return receipt requested.

## ARTICLE 21

### Building Rules

Weston may create, alter, or delete building rules and regulations that it determines necessary to better serve the tenants of the Property. The rules and regulations shall be enforced in a non-discriminatory manner by Weston, and shall not unreasonably interfere with the use of the SAFER Premises or the common areas.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement as of the year and date set forth above, and by so signing this Lease Agreement, certify that they have been duly and properly authorized by their respective boards to make the commitments contained herein, intending them to be binding upon their respective entities, and to execute this Lease Agreement on their behalf.




VILLAGE OF WESTON

Dated: 8/20/18

By:   
Barbara Ermeling, President

Dated: 8/20/18

Attest:   
Sherry Weinkauff, Village Clerk

SOUTH AREA FIRE & EMERGENCY  
RESPONSE DISTRICT

Dated: 8/22/18

By:   
Allen Opal, Chairman, Board of Directors

Dated: 8/22/18

Attest: 

## EXHIBIT 1 - EMPD & EMMC PREMISES

### Public Safety Room Schedule

| Department                | Room #    | Area (SF) | Description                       |
|---------------------------|-----------|-----------|-----------------------------------|
| Everest Metro             | E101      | 193       | Comm Serv Officer                 |
| Everest Metro             | E102      | 247       | Police Chief                      |
| Everest Metro             | E103      | 182       | Deput Chief                       |
| Everest Metro             | E104      | 225       | Captain Special Investigation     |
| Everest Metro             | E105      | 196       | Patrol Lieutenant                 |
| Everest Metro             | E111      | 31        | Bathroom                          |
| Everest Metro             | E110      | 31        | Bathroom                          |
| Everest Metro             | E106      | 301       | Break Room                        |
| Everest Metro             | E114      | 390       | Corridor                          |
| Everest Metro             | E120      | 307       | Lobby                             |
| Everest Metro             | E107      | 282       | Mech                              |
| Everest Metro             | E108      | 209       | Supply/Mail                       |
| Everest Metro             | E109      | 27        | Storage                           |
| Everest Metro             | E112      | 125       | Office                            |
| Everest Metro             | E113B     | 67        | Corridor                          |
| Everest Metro             | E113A     | 149       | Office or Mtg                     |
| Everest Metro             | E113      | 111       | Office                            |
| Everest Metro             | E116      | 78        | Storage                           |
| Everest Metro             | E115      | 89        | Confid. Sec'y                     |
| Everest Metro             | E117      | 409       | Clerical                          |
| Everest Metro             | E153      | 455       | Squad Room                        |
| Everest Metro             | 124       | 242       | Conference Room                   |
| Everest Metro             | 125       | 168       | Office                            |
| Everest Metro             | 126       | 172       | Corridor                          |
| Everest Metro             | E128      | 4999      | Unassigned                        |
| Everest Metro             | E118      | 57        | Public Toilet                     |
| Everest Metro             | E148      | 496       | Evidence                          |
| Everest Metro             | E149      | 238       | Evidence Process                  |
| Everest Metro             | E150      | 47        | Intake Toilet                     |
| Everest Metro             | E158      | 955       | Unassigned                        |
| Everest Metro             | E156      | 123       | Hard Interview                    |
| Everest Metro             | E155      | 88        | Intoxilizer                       |
| Everest Metro             | E154      | 71        | Booking                           |
| Everest Metro             | Exercise  | 495       | Exercise Area (Shared with SAFER) |
| Everest Metro             | 121, E147 | 2435      | Corridor/Storage Areas            |
| Village of Weston storage | 121       | 300       | Corridor                          |
| SAFER                     | Exercise  | 495       | Exercise Area (Shared with EMPD)  |
| SAFER                     | E169      | 120       | Chief Office                      |
| SAFER                     | E168      | 201       | Break Room                        |
| SAFER                     | E170      | 110       | Corridor                          |
| SAFER                     | E164      | 143       | Men Locker                        |
| SAFER                     | E166      | 142       | Women Locker                      |
| SAFER                     | E165      | 60        | Men's Bathroom                    |

|       |      |                                  |
|-------|------|----------------------------------|
| SAFER | E163 | 64 Women's Bathroom              |
| SAFER | E167 | 141 Fire Storage                 |
| SAFER | E161 | 155 Shift Command Office         |
| SAFER | E172 | 179 EMT Office                   |
| SAFER | E171 | 99 Storage/Physical Conditioning |
| SAFER | 03   | 22 Lift                          |
| SAFER | E173 | 291 Corridor                     |
| SAFER | E174 | 159 Stairwell                    |
| SAFER | E127 | 362 Equipment Clean Up           |
| SAFER | E122 | 6985 Apparatus Bays              |
| SAFER | E124 | 303 SCBA Fill/Cylinders          |
| SAFER | E162 | 1395 Wash Bay                    |

|                |     |                 |
|----------------|-----|-----------------|
| Town of Weston | 102 | 158 Town Office |
|----------------|-----|-----------------|

|             |      |                      |
|-------------|------|----------------------|
| Common Area | 101  | 142 Electrical       |
| Common Area | 106  | 256 Custodial        |
| Common Area | 104  | 95 Entry             |
| Common Area | 01   | 97 Stairwell         |
| Common Area | 108  | 607 Lobby            |
| Common Area | 109  | 164 Women's Bathroom |
| Common Area | 110  | 160 Men's Bathroom   |
| Common Area | 120  | 331 Corridor         |
| Common Area | 123  | 265 Corridor         |
| Common Area | E160 | 1309 Unassigned      |

|                 |     |                          |
|-----------------|-----|--------------------------|
| Municipal Court | 103 | 303 Pre-Trial Conference |
| Municipal Court | 107 | 176 Chair & Table        |
| Municipal Court | 122 | 99 Clerk Lobby           |
| Municipal Court | 111 | 199 Clerk                |
| Municipal Court | 112 | 124 Files                |
| Municipal Court | 114 | 232 Judge                |
| Municipal Court | 113 | 1448 Muni Court          |

## SECOND FLOOR

|             |      |
|-------------|------|
| SAFER       | 3706 |
| Common area | 617  |

| TOTALS                  | Sq. Ft. | Percentage of Facility |
|-------------------------|---------|------------------------|
| EMPD                    | 14686   | 39.80%                 |
| SAFER                   | 15133   | 41.01%                 |
| Municipal Court         | 2580    | 6.99%                  |
| Common Area             | 4044    | 10.96%                 |
| Town of Weston          | 158     | 0.43%                  |
| Village of Weston       | 300     | 0.81%                  |
| Total of whole building | 36901   | 100.00%                |

| TOTALS                       | Sq. Ft. | Percentage Excluding Common Areas |
|------------------------------|---------|-----------------------------------|
| EMPD                         | 14686   | 44.70%                            |
| SAFER                        | 15133   | 46.06%                            |
| Municipal Court              | 2580    | 7.85%                             |
| Town of Weston               | 158     | 0.48%                             |
| Village of Weston            | 300     | 0.91%                             |
| Total Excluding Common Areas | 32857   | 100.00%                           |

Weston

Sec 16 28 08 PT  
OF NE 1/4 SE 14  
LOT 1 CSM VOL 26  
PG 146 (66953)  
(DOC #974501)

Mesker St

Weston  
Safety  
Building

Mountain Bay Trail

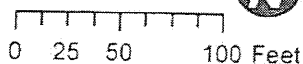
Sec 16 28 08 PT  
OF NE 1/4 SE 14  
CSM VOL 26  
PG 146 (66953)  
(DOC #974501)

Sternberg Ave

Weston Public Safety Complex



Date: June 24, 2014  
Created by the Village of Weston  
Tech Services Department



Legend

 Parcel/Lot Lines

