

**CASS COUNTY FIRE DISTRICT 1**  
**MEETING MINUTES**  
**June 19, 2014**

**Call to Order**

The Cass County Fire District 1 (CCFD1) Board met at 5:00 p.m. at Cass County Fire District 1 Station, at 1444 Holland Street, Logansport, Indiana. Meeting was called to order at 5:01 p.m. by Karl Myer. Board members present were Karl Myer and Dave Patty.

**Secretary's Report**

Meeting Minutes of April 24, 2014 were reviewed. Karl made a motion to accept the minutes. Dave Patty seconded the motion. ***Motion passed 2-0.***

Meeting minutes for June 12, 2014, were not given, instead a public statement was prepared and the meeting is being re-held this evening. All matters of June 12, 2014, will be re-voted during the meeting of June 19, 2014. Karl made a motion to accept the public statement as minutes for June 12, 2014. Dave Patty seconded the motion. ***Motion passed 2-0.***

**Treasurer's Report/ Payment of Claims**

Treasurer's Report was given by the Fiscal Officer. Claims were submitted totaling \$361,377.17 for expenditures in May and June 2014 to date. Each item was read together with the cost and the reason for the expenditure. Dave Patty made a motion to accept and approve all claims presented. Karl Myer seconded. ***Motion passed 2-0.***

The checking account balance reported after claims were submitted is \$29,993.44; the savings account balance is \$240,221.07. The current balance in the Building Debt Fund is \$35,817.31. The current balance in the Emergency Loan Fund is \$21,661.81. The current balance in the Fire General Fund is \$153,508.63 and the current balance in the Cumulative Fire Fund is \$59,226.76.

The certified budget balance in each fund is as follows:

- (A) The Building Mortgage Debt Fund has \$30,013.91 left to spend for 2014; the second semi-annual payment will be made in December 2014, all budgeted funds will be spent for 2014.
- (B) The Emergency Loan Fund has a balance of \$19,321 which is the remaining semi-annual payment to Cass County, all budgeted funds will be spent in that fund for 2014.
- (C) The Cumulative Fire Fund has a budgeted fund balance of \$50,972. Only 2% of this fund has been spent in 2014 for repairs. It is anticipated that the remaining 97% of the fund left will be rolled over in 2015's cash balance unless any other repair or new/replacement equipment is purchased in 2014.
- (D) The Fire General Fund has a remaining budget balance of \$26,177.75. The Fiscal Officer projected fees through the end of the year as follows: the private hydrant fees for June through December, the second half of contractual service contract fees to the various volunteer fire departments in December, budget publication costs, interest payment on the anticipated tax warrant, supplies for reports to legislative body, anticipated attorney fees, and anticipated accounting fees. It is projected that the board would have approximately \$6,713.02 of its 2014 certified budgeted expenditures. The Fiscal Officer recommended that a new fiscal plan be generated by the independent contractor in order to sit down and do a new five (5) year plan for the District. The cost would be approximately \$5500 to \$6500 for such a plan. Karl made a motion to have the independent contractor proceed with a new strategic plan. Dave Seconded. ***Motion passed 2-0.***

Karl made a motion to accept the Fiscal Officers report as read. Dave Seconded. ***Motion passed 2-0.***

### Fire Chief's Report

Runs were updated and given to the Board. Fire Chief Rex Danely reported on the current roof repairs and indicated that there were no leaks from last night's storm. Karl made a motion to accept the fire chief's report. Dave seconded. **Motion passed 2-0.**

### 2015 Contracts

Karl reported that all contracts that were sent out in April came back and were signed. These contracts will be posted on the website: <http://www.co.cass.in.us/dav/firedistrict1/2014/index.html> for the public to review.

### City of Logansport

Mayor Ted Franklin presented the CCFD#1 board with two proposals on June 12, 2014, for the District to contract with the city. Since the board re-held the meeting of June 12, 2014, due to litigation threats, the item was again placed on the agenda for June 19, 2014. The City of Logansport's proposals are attached to these meeting minutes.

Mayor Ted Franklin read a Public Forum statement which is also attached to these minutes. Karl indicated to Mayor Franklin that the board is not going to respond to his Public Forum statement or the two proposals until the July 31, 2014 meeting. This allows the board ample time to report true and accurate figures to the public. This also allows the board ample time to discuss each proposal with its current primary contractor.

Fire Chief Rex Danely asked Mayor Franklin under what terms does the City anticipate hiring the men currently stationed at Cass County Fire District, where would they work, and would the current fire station remain open? The Mayor responded by reading section 18 of Contract 1, "The Department agrees to hire all fulltime firefighters currently employed by the District on the same terms as their current employment and subject to all applicable State and Federal laws. The District employees will be contract employees of the Department and will be supervised at the Department's discretion." There was no clarification on where the men would be employed and if the fire station would remain open.

### Other Business

None

### Public Comments

None

### Next Meeting Date

Next Meeting will be held at 5:00 p.m. on July 31, 2014, at 1444 Holland Street.

Respectfully submitted,  
Dave Patty, Secretary

*As read by Mayor Franklin at  
CCFD #1 Meeting  
June 19, 2014*

Public Forum

The City of Logansport tendered a standing offer to the Board of Directors of the Cass County Fire District #1 (CCFD #1) to be effective in 2012 and beyond. That offer would have provided fire, extrication and emergency services to residents in the unincorporated (outside city limits) portions of Clay, Eel and Noble Townships, for the cost of \$455,000 annually.

At that time the district board cited a previous 4 year commitment to Miami Township Volunteer Fire Department as the reason for rejecting Logansport's offer. That 4 year commitment expires on December 31, 2014.

The current CCFD #1 budget (2014) is \$803,000 annually.

On Thursday, June 12, 2014 the CCFD #1 Board of Directors met in a hastily called surprise meeting, to consider extending the current contract with Miami Township for all of 2015. Extension of the current contract will require \$803,000 in property taxes to be raised among the residents and farmers of those three townships.

During that June 12<sup>th</sup> surprise meeting, the City of Logansport submitted a proposal that offered to provide their fire / emergency services at a cost of \$350,000 annually, fixed for 4 years, and guaranteed not to increase more than 5% annually after that. The CCFD #1 board voted at that time to postpone a final decision until the next regularly scheduled meeting on July 31, 2014. Today, I received notice that the CCFD #1 Board has again scheduled a hastily called meeting for June 19<sup>th</sup> 2014 to vote on 2015 contract extensions.

The CCFD #1 board was presented an offer to pass along a 57% savings totaling \$453,000 to the residents of Clay, Eel and Noble Townships.

The CCFD #1 Board should accept the best and most competitive offer.



**Cass County Fire District #1**  
1444 Holland Street • Logansport, IN 46947 • (574) 516-1056

**CCFD#1 Board of Trustees**  
c/o Eel Twp. Trustee Office  
409 High Street  
Logansport, IN 46947  
CCFDistrict1@hotmail.com

Dear Mayor Franklin:

Sent: Via email on 06/20/14 cc: City Council, Atty, Commissioners

It is unfortunate that you want to continue public negative attacks on the Cass County Fire District. Just as you have a City to run, the Board has a Fire District to run. If you are wanting to propose an agreement for everyone to work together, you certainly should not come to a meeting (which was not hastily called) and start spouting Indiana Code on the ramifications of fines and law suits for not properly notifying the tax payers of a public meeting. Last night, we took the liberty of leaving off your name in our opening statement as a show of goodwill. We are STILL not interested in negative disputes with you or the City of Logansport. Such negativity does neither party any good.

As you can see from the minutes, the contracts were properly placed on the Agenda in April, and voted on. At that time, the Board had no indication that you were going to make a proposal. When the calendar for the next year was set and discussed in December 2013, (in a public meeting), the Board agreed to have contracts ready by April 2014, to be sent out. We did this due to budget hearings last year being held early in July. It made it difficult for the fiscal agent to get the budget in before the workshops and advertise exact numbers.

The last conversation the Board had with you was in December 2013. At that time, it seemed more important to re-hash the past than to come up with a solution for everyone to work together. These kinds of discussions are not productive for either party.

We can say that after the last public spectacle in 2012 regarding our budget, the only individuals that have bothered to come to our meetings, are volunteer firemen and one retired fireman. For 2014, no individual has come to our meeting with exception of the firemen present, the fiscal agent and board members.

In 2011, you were elected mayor effective 2012. You came to the meeting in December 2011, before you were mayor. Contracts do not need to be signed in a public meeting. The Board voted and approved all contracts in November, 2011 before you were mayor. The contracts had to be approved for insurance purposes (before December 7) and because it would be fiscally irresponsible for the board not to have an agreement going into the final month of contractual services. Our advisors at the time indicated to us that you could not faithfully make contractual or fulfill agreements and act as mayor until you were sworn in.

You were working on creating contracts and making promises the Logansport City Council had not looked at or approved. When you stated this in your opening remarks of your current Public Forum Statement, "The City of Logansport tendered a standing offer to the Board of Directors of the Cass County Fire District #1 (CCFD#1) to be effective in 2012 and beyond," you were not sworn in as mayor, you could not legally represent that the City was offering anything. It would simply be irresponsible to go into the next year, given the timeframe, without a contract and unfounded promises that you had not discussed or obtained from the City of Logansport or the Logansport City Council, and especially given the events that had already transpired leading up to the creation of the District. Since we had an inter-local agreement with New Waverly Fire, your proposal would have needed to be something that New Waverly Fire would have to agree and want. We indicated that to you.

If you do not have your word and honor, you have nothing. That molds who you are. Trust and integrity mean something to the District. Power struggles of Republican vs. Democrat or City vs. County do not mean anything to this Board. The townships and commissioners promised a contract to the men of New Waverly Fire through an inter-local agreement of four years. The Fire District maintained its integrity and their word. The agreement does end this year. The Board decided it was in the best interest to make future agreements through contracts until such time as a long-term plan can be mapped out for the District. Regardless on the decision this board makes, we hired an independent contractor to help the Board with projected numbers to see where we will be in the next 5 years.





**Cass County Fire District #1**  
1444 Holland Street • Logansport, IN 46947 • (574) 516-1056

**CCFD#1 Board of Trustees**  
c/o Eel Twp. Trustee Office  
409 High Street  
Logansport, IN 46947  
CCFDistrict1@hotmail.com

As explained before, board member Dave Patty contacted board member Karl Myer, to let him know he would be out of town on June 26<sup>th</sup>. Karl indicated he had plans on June 19<sup>th</sup>. It was decided to have the meeting on June 12, 2014. The sole purpose for the meeting was simply to approve claims. There was really nothing else on the agenda to discuss other than budget hearing dates and the board needing to work on budget items.

You are again making unfounded accusations by stating the Board, "hastily called a surprise meeting, to consider extending the current contract with Miami Township for all of 2015." New Waverly's contract for 2015 was decided and voted on in April. No surprise, no deception. The agenda item "2015 Contracts" for June was simply to say they had all been signed and returned as approved in April.

Again, it is unfortunate that you came to the meeting last night reading a public forum statement that we are holding "surprise meetings." Knowing full well that we held the meeting last night to avoid litigation from your threats at the June 12, 2014 meeting. As you stated, "Today, I received notice that the CCFD#1 Board has again scheduled a hastily called meeting for June 19<sup>th</sup> 2014, to vote on 2015 contract extension." We held the meeting last night to avoid the City filing a law suit and arguing the next year on whether or not we properly notified the public of our meeting of June 12. In order to save our county tax payers litigation costs, we decided even though we had done nothing improper, we would simply repeat the same meeting. This costs only the board their time.

We went through the same information as the previous week and voted to approve the same items (with the exception of a couple of claims that came in, which were added.) Again, there was no vote on extending anyone's contract. That vote was completed in April. If the contractors did not want to contract with us at the price that was listed in their letter of April 24, 2014, they could have attended an executive session on May 29, 2014. As it turns out, all contractors sent their contracts back before that date and an executive meeting was not called or held. New Waverly actually signed their contract on May 30<sup>th</sup>, but assured the District well before that time that the contract was coming and they required no changes.

The numbers in your current public forum statement are not correct. You continue to go out of your way to make the district look bad. This is not a way to work towards an agreement. Your statement, "The CCFD#1 Board should accept the best and most competitive offer," cannot be considered. How can the Board consider doing business with someone who continues negative attacks on the very board that he so publicly states he wants to work with? If you are going to treat the board in this manner now, how are you going to treat our fire station, our equipment, and our men? One step in building a relationship is trust. Your continued actions make it difficult to work with you on anything.

All of that aside, we are working with our contractor and our fiscal agent to look at the numbers. Extension of the current contracts does not require \$803,000 in property taxes as you stated publicly. In fact, our 2014 entire certified budget order (including mortgage debt, emergency loan debt, and cumulative fire fund) is only \$784,759. Extension of the current contracts (see attached) only equal \$619,884. No matter if we contracted with Logansport or the New Waverly Fire, this board will continue to contract with the other volunteer fire departments. This amount currently is \$29,884. When the district was created, the tax payers were promised dedicated 24 hour service. Not two men and a truck. In 2010, was two men and a truck worth approximately \$200,000? There is an old saying, "You get what you pay for." We owe a duty to our tax payers to provide them with the best service that the current \$.35 can buy them. The townships contracted with the volunteer fire departments well before the district was ever created. The contractual services will continue for volunteer fire, regardless who holds our contract for primary service. The mortgage debt is the same, the emergency loan debt is the same, and board costs are the same.

Once we have consulted with the fiscal officer, our attorney, and our consultant can run the numbers, we may continue a dialogue with you. Our findings will be part of the next meeting. For now, we ask that you please refrain from the continued negative public attacks and misleading information you are providing to the public. Again, such negativity does neither party any good.

Cass County Fire District #1

STATE OF INDIANA  
DEPARTMENT OF LOCAL GOVERNMENT FINANCE

2014 BUDGET ORDER

Year: 2014

County: 09    Cass

Unit: 2002    CASS COUNTY FIRE DISTRICT #1

Unit Type: Special

<u>Fund</u>	<u>Certified Budget</u>	<u>Certified AV</u>	<u>Certified Levy</u>	<u>Certified Rate</u>
1181 FIRE BLDG DEBT	\$60,026	\$154,519,036	\$51,609	\$0.0334

Budget approved for displayed amount.

Rate reduced due to underestimate of miscellaneous revenue.

1187 EMER FIRE LOAN	\$38,642	\$154,519,036	\$36,003	\$0.0233
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Budget approved for displayed amount.

Rate reduced due to reduction of operating balance.

8603 SP FIRE GEN	\$633,444	\$154,519,036	\$542,362	\$0.3510
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Budget reduced due to advertising constraints.

Rate reduced to remain within statutory levy limitation.

8691 SPECL CUM FIRE	\$52,647	\$154,519,036	\$51,455	\$0.0333
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Budget approved for displayed amount.

Rate Approved.

\$1784,759

Unit Total:	\$681,429	\$0.4410
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IC 6-1.1-19-1.7 and IC 6-1.1-18.5-17 require that each year the Department of Local Government Finance will certify to each unit of local government figures which show one hundred percent (100%) of the tax levy for each fund. If the property taxes received exceed one hundred percent (100%) of the levy, the excess shall be receipted to the "Levy Excess Fund" unless the amount is less than \$100.00 in any calendar year.

**FIRE PROTECTION AGREEMENT FOR**  
**2015 – 2023**

THIS AGREEMENT, hereinafter referred to as "Agreement" is entered into this 12 day of JUNE, 2014, with an effective date of January 1, 2015, by and between the City of Logansport, hereinafter referred to as "Department" and Cass County Fire District No.1, hereinafter referred to as "District".

WHEREAS, Department has the desire and the capability of providing fire protection and emergency services to the unincorporated areas of District; and

WHEREAS, District desires to receive fire protection and emergency services from Department; and

WHEREAS, the parties desire to set out their obligations and duties with relation to the continuation of the fire protection and emergency services for the District by the Department;

NOW THEREFORE, District and Department agree in consideration of the mutual terms, covenants and conditions hereinafter contained, as follows:

1. **Effective Date and Term.** The parties agree and understand that this Agreement shall be for a term of up to eight (8) years, effective January 1, 2015, and extending through December 31, 2023.
2. **Service Area.** The service area covered by the Agreement ("Service Area") shall be unincorporated areas of Noble, Clay and Eel Townships in Cass County.
3. **Fire Protection.** Department shall provide fire protection and emergency services, as the primary responding Department, within the Service Area on a twenty-four (24) hours per day, seven (7) day per week basis. In order to provide those services, Department shall provide the necessary trained, certified and equipped firefighters to respond to all reasonable calls to extinguish fires and for emergency services. All volunteers providing emergency services shall be certified as required by IC 16-31-3-6. Department shall maintain all necessary equipment and supplied needed for such services. Department shall, at its expense, furnish liability insurance.

In the event Department, without cause, fails or refuses to respond to a call to fight fires within the Service Area, District may, at its option, declare this Agreement canceled and be released from any further obligation under this Agreement. In such an

event, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2015, through the date of cancellation of this Agreement. If District cancels this Agreement as provided herein, Department shall be released from any further obligation to provide services in the Service Area.

4. **District Equipment.** District owns certain structures and firefighting equipment, listed on Exhibit "A" to this Agreement, which it will permit Department to use in fulfilling its obligations under this Agreement. Department shall be responsible for the maintenance of such structures and equipment and for providing information to District on such maintenance. Agreement shall not apply to any structures or equipment that the District sells after the date of sale.

5. **Maintenance of Structures and Equipment.** Department, shall, at its expense, provide routine maintenance on all structures and equipment owned by District and used by Department, keeping such structures and equipment in good condition at all times, reasonable wear and tear excepted. Any significant repair or replacement costs, exceeding \$2,000.00, shall be paid by the owner of the structure or equipment.

6. **Telephone and Radio Communications.** Department shall establish telephone and radio communications so that in the event of a fire or emergency in any place in the Service Area, it can receive notice of such a fire or emergency. Immediately following such notice, it will go to the fire or emergency with the appropriate equipment and personnel and use its best efforts to address the fire or emergency.

7. **Mutual Aid.** Department shall have the right to enter into reciprocal agreements with units of other firefighting departments outside the boundaries of the Service Area, whereby the parties agree to furnish equipment and fire fighting forces to each other by way of mutual aid.

8. **Non-Exclusive Agreement.** Department shall have the right to enter into agreements whereby it contracts, for compensation, to provide fire protection to any other township or townships that may desire such protection. However, Department will not knowingly enter into any such agreements which would impede its ability to perform



under this Agreement to provide adequate fire protection or emergency services response for the District.

9. **Liability, Collision and Comprehensive Insurance.** Department shall, at its own expense, provide its insurance covering liability, collision, and comprehensive insurance. As a condition for providing such insurance, Department shall maintain, at its expense, the current standard form of public liability and damage and collision and comprehensive insurance, which meets the minimum standards for volunteer fire departments as required by state law protecting the District against any such liability and loss through an insurance company. In addition, such policy of public liability insurance shall include any structures and equipment owned by District used for fire protection activities by Department. Such policy for public liability insurance shall be not for less than the following limitations: Bodily injury, each person one million dollars (\$1,000,000.00) or the required statutory amount, whichever amount is greater; Bodily injury, each accident one million dollars (\$1,000,000.00) or the required statutory amount whichever amount is greater; Property damage, each accident five hundred thousand dollars (\$500,000.00). Such policy for collision and comprehensive insurance shall be not for less than the agreed value of all of District's structures and vehicles. Such insurance coverage's of Department will be provided by the inclusion of District's name in Department's policy or by separate policy issued directly to District. In addition, Department shall provide District with a copy of the Declaration Pages for the commercial auto policy and certificates of insurance issued by insurance company with the District endorsed as an additional named insured and loss payee for the truck(s) it owns. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of termination.

10. **Insurance Coverage for Members of Department.** Department hereby acknowledges and agrees that a portion of the compensation to be paid by District to Department is paid for the procurement of insurance for the firefighting members of Department required under Indiana Code 36-8-12-6. Department shall procure such insurance for members of Department so as to be in effect throughout the term of this

Agreement with respect to the following coverage's and is not less than the following amounts:

- (a) Accidental injury or smoke inhalation caused by or occurring in the course of the performance of the duties of a firefighter for a cardiac disease event proximately caused within forty-eight (48) hours by or occurring in the course of the performance of the duties of a firefighter while in an emergency situation:
  - (i) for total disability that prevents the member from pursuing his usual vocation, a weekly indemnity of not less than \$290.00, up to a maximum of 260 weeks; and
  - (ii) for medical expenses, coverage for incurred expenses in an amount no less than \$75,000.00
- (b) At least \$150,000.00 to the beneficiary, beneficiaries or estate of a firefighter if the firefighter dies from an injury or smoke inhalations caused by or occurring in the course of the performance of the duties of a firefighter or from a cardiac disease even proximately caused within forty-eight (48) hours by or occurring in the course of the performance of the duties of a volunteer firefighters.
- (c) At least \$150,000.00 to the firefighter if the firefighter becomes totally and permanently disabled for a continuous period of not less than 260 weeks as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties as a firefighter.

The foregoing coverage's shall be provided under a group plan, if available to the Department. The policy or policies procured pursuant to this Section shall also provide for indemnification (based upon a percentage factor of a whole person) to a member of Department who becomes partially and permanently disabled or impaired as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties. In the event Department fails to maintain the insurance coverage's required under this Section and District is required to pay the amount that would otherwise have been available under such coverage's to a member of Department under Indiana Code 36-8-12-6(g), the Department shall indemnify and reimburse the District for all payments, costs, and expenses, including reasonable attorney's fees, incurred by the District by

reason of the Department's failure to maintain the insurance coverage. Department will also provide evidence satisfactory to District that there is a Worker's Compensation policy in effect during the Fire Protection Agreement. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

11. **Compensation and Use of Funds.** (a) The District shall pay to Department a total of \$ 400,000 for the period of the Contract, payable in equal semi-annual installments respectively on January 15<sup>th</sup> and July 15<sup>th</sup> of each year. The Agreement remains enforced. In the event that the District does not make a payment within fifteen (15) days of the due date, the District shall incur the late payment penalty provided in IC 5-17-5-1.

(b) The parties agree that the compensation provided in this Section 11, specifically includes all amounts District may be required to pay under IC 36-8-12-5(a). District shall have no other obligation to make any payments under IC 36-8-12-5(a).

12. **Assignment.** This Agreement shall not be assigned by Department without the prior written consent of District.

13. **Exchange of Information.** Department shall provide District, at the first district meeting in January of each year, the following information:

- (a) Current roster of firefighters and EMTs and firefighting equipment;
- (b) Proof of Insurance.

Department covenants to maintain itself in full compliance with all applicable NIMS standards and further covenants to file, within thirty (30) days, all activity reports required to be filed with the Office of the State Fire Marshall.

14. **Fire Safety Inspections.** The parties agree that the Department may, but will not be obliged to make fire safety inspections pursuant to IC 36-8-17.

15. **Early Termination.** Except as provided in Section 3 of this Agreement, in the event that either party fails or refuses to comply with any of the provisions of this Agreement, the other party may terminate this Agreement upon providing the defaulting party with written notice of such failure or refusal. The notice shall provide the defaulting party with a period of ten (10) days to cure the default. If the defaulting party

does not cure the default within the ten (10) day period, this Agreement shall be terminated effective on the thirtieth (30<sup>th</sup>) day after the date the written notice of default is received. If the Agreement is terminated under this provision, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2015, through the date of cancellation of this Agreement. If the Agreement is terminated as provided herein, Department shall be released from any further obligation to provide services in the Service Area after the early termination date.

16. **Renewal and Termination.** The legislative bodies of the District and of the Department may renew this Agreement by majority vote of the members of their respective boards on or before March 1<sup>st</sup> of each calendar year. A vote in favor of renewal will begin a new eight (8) year term of the Agreement beginning on January 1<sup>st</sup> of the calendar year following the vote. The Agreement will terminate at the end of its eight (8) year term if either of the legislative bodies of the District or the Department fail to vote for renewal during the term of the Agreement.

17. **Purchase of Real Estate and Buildings.** The Department will agree to acquire the real estate and buildings thereon that belong to the District at the District's option. Should the District desire the Department to acquire said real estate and buildings, both the Department and the District shall hire an appraiser for the property, and the Department shall acquire from the District for the average of the two appraisals. Each appraiser shall be licensed and experienced in their field.

18. **Employment of Current Personnel.** The Department agrees to hire all fulltime firefighters currently employed by the District on the same terms as their current employment and subject to all applicable State and Federal laws. The District employees will be contract employees of the Department and will be supervised at the Department's discretion.

19. **Price Increment.** The parties agree that the price of the contract will increase each year by a percentage equal to the increase in the Consumer Price Index from January 1<sup>st</sup> of each calendar year to the next, provided that the price of the Agreement shall never increase by more than five percent (5%) in any calendar year

and that the price of the Agreement will not increase for the first four (4) years of the Agreement.

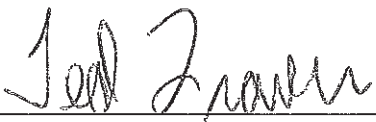
20. **Binding Effect.** The parties hereto shall promptly carry out all acts and agreements herein without undue delay. This Agreement shall be binding on the parties and upon any administrators, successors or assigns thereof. This Agreement may only be amended upon execution of a written amendment, signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals  
this \_\_\_\_ day of \_\_\_\_\_, 2014.

CASS COUNTY FIRE DISTRICT NO. 1

CITY OF LOGANSPOUT

\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
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Off #2

**FIRE PROTECTION AGREEMENT FOR**  
**2015 – 2023**

THIS AGREEMENT, hereinafter referred to as "Agreement" is entered into, this 12<sup>th</sup> day of June, 2014, with an effective date of January 1, 2015, by and between the City of Logansport, hereinafter referred to as "Department" and Cass County Fire District No. 1, hereinafter referred to as "District".

WHEREAS, Department has the desire and the capability of providing fire protection and emergency services to the unincorporated areas of District; and

WHEREAS, District desires to receive fire protection and emergency services from Department; and

WHEREAS, the parties desire to set out their obligations and duties with relation to the continuation of the fire protection and emergency services for the District by the Department;

NOW THEREFORE, District and Department agree in consideration of the mutual terms, covenants and conditions hereinafter contained, as follows:

1. **Effective Date and Term.** The parties agree and understand that this Agreement shall be for a term of up to eight (8) years, effective January 1, 2015, and extending through December 31, 2023.
2. **Service Area.** The service area covered by the Agreement ("Service Area") shall be unincorporated areas of Noble, Clay and Eel Townships in Cass County.
3. **Fire Protection.** Department shall provide fire protection and emergency services, as the primary responding Department, within the Service Area on a twenty-four (24) hours per day, seven (7) day per week basis. In order to provide those services, Department shall provide the necessary trained, certified and equipped firefighters to respond to all reasonable calls to extinguish fires and for emergency services. All volunteers providing emergency services shall be certified as required by IC 16-31-3-6. Department shall maintain all necessary equipment and supplied needed for such services. Department shall, at its expense, furnish liability insurance.

In the event Department, without cause, fails or refuses to respond to a call to fight fires within the Service Area, District may, at its option, declare this Agreement canceled and be released from any further obligation under this Agreement. In such an

event, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2015, through the date of cancellation of this Agreement. If District cancels this Agreement as provided herein, Department shall be released from any further obligation to provide services in the Service Area.

4. **District Equipment.** District owns certain structures and firefighting equipment, listed on Exhibit "A" to this Agreement, which it will permit Department to use in fulfilling its obligations under this Agreement. Department shall be responsible for the maintenance of such structures and equipment and for providing information to District on such maintenance. Agreement shall not apply to any structures or equipment that the District sells after the date of sale.

5. **Maintenance of Structures and Equipment.** Department, shall, at its expense, provide routine maintenance on all structures and equipment owned by District and used by Department, keeping such structures and equipment in good condition at all times, reasonable wear and tear excepted. Any significant repair or replacement costs, exceeding \$2,000.00, shall be paid by the owner of the structure or equipment.

6. **Telephone and Radio Communications.** Department shall establish telephone and radio communications so that in the event of a fire or emergency in any place in the Service Area, it can receive notice of such a fire or emergency. Immediately following such notice, it will go to the fire or emergency with the appropriate equipment and personnel and use its best efforts to address the fire or emergency.

7. **Mutual Aid.** Department shall have the right to enter into reciprocal agreements with units of other firefighting departments outside the boundaries of the Service Area, whereby the parties agree to furnish equipment and fire fighting forces to each other by way of mutual aid.

8. **Non-Exclusive Agreement.** Department shall have the right to enter into agreements whereby it contracts, for compensation, to provide fire protection to any other township or townships that may desire such protection. However, Department will not knowingly enter into any such agreements which would impede its ability to perform

under this Agreement to provide adequate fire protection or emergency services response for the District.

9. **Liability, Collision and Comprehensive Insurance.** Department shall, at its own expense, provide its insurance covering liability, collision, and comprehensive insurance. As a condition for providing such insurance, Department shall maintain, at its expense, the current standard form of public liability and damage and collision and comprehensive insurance, which meets the minimum standards for volunteer fire departments as required by state law protecting the District against any such liability and loss through an insurance company. In addition, such policy of public liability insurance shall include any structures and equipment owned by District used for fire protection activities by Department. Such policy for public liability insurance shall be not for less than the following limitations: Bodily injury, each person one million dollars (\$1,000,000.00) or the required statutory amount, whichever amount is greater; Bodily injury, each accident one million dollars (\$1,000,000.00) or the required statutory amount whichever amount is greater; Property damage, each accident five hundred thousand dollars (\$500,000.00). Such policy for collision and comprehensive insurance shall be not for less than the agreed value of all of District's structures and vehicles. Such insurance coverage's of Department will be provided by the inclusion of District's name in Department's policy or by separate policy issued directly to District. In addition, Department shall provide District with a copy of the Declaration Pages for the commercial auto policy and certificates of insurance issued by insurance company with the District endorsed as an additional named insured and loss payee for the truck(s) it owns. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of termination.

10. **Insurance Coverage for Members of Department.** Department hereby acknowledges and agrees that a portion of the compensation to be paid by District to Department is paid for the procurement of insurance for the firefighting members of Department required under Indiana Code 36-8-12-6. Department shall procure such insurance for members of Department so as to be in effect throughout the term of this

Agreement with respect to the following coverage's and is not less than the following amounts:

- (a) Accidental injury or smoke inhalation caused by or occurring in the course of the performance of the duties of a firefighter for a cardiac disease event proximately caused within forty-eight (48) hours by or occurring in the course of the performance of the duties of a firefighter while in an emergency situation:
  - (i) for total disability that prevents the member from pursuing his usual vocation, a weekly indemnity of not less than \$290.00, up to a maximum of 260 weeks; and
  - (ii) for medical expenses, coverage for incurred expenses in an amount no less than \$75,000.00
- (b) At least \$150,000.00 to the beneficiary, beneficiaries or estate of a firefighter if the firefighter dies from an injury or smoke inhalations caused by or occurring in the course of the performance of the duties of a firefighter or from a cardiac disease even proximately caused within forty-eight (48) hours by or occurring in the course of the performance of the duties of a volunteer firefighters.
- (c) At least \$150,000.00 to the firefighter if the firefighter becomes totally and permanently disabled for a continuous period of not less than 260 weeks as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties as a firefighter.

The foregoing coverage's shall be provided under a group plan, if available to the Department. The policy or policies procured pursuant to this Section shall also provide for indemnification (based upon a percentage factor of a whole person) to a member of Department who becomes partially and permanently disabled or impaired as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties. In the event Department fails to maintain the insurance coverage's required under this Section and District is required to pay the amount that would otherwise have been available under such coverage's to a member of Department under Indiana Code 36-8-12-6(g), the Department shall indemnify and reimburse the District for all payments, costs, and expenses, including reasonable attorney's fees, incurred by the District by

reason of the Department's failure to maintain the insurance coverage. Department will also provide evidence satisfactory to District that there is a Worker's Compensation policy in effect during the Fire Protection Agreement. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

11. **Compensation and Use of Funds.** (a) The District shall pay to Department a total of \$ 350,000 USD for the period of the Contract, payable in equal semi-annual installments respectively on January 15<sup>th</sup> and July 15<sup>th</sup> of each year. The Agreement remains enforced. In the event that the District does not make a payment within fifteen (15) days of the due date, the District shall incur the late payment penalty provided in IC 5-17-5-1.

(b) The parties agree that the compensation provided in this Section 11, specifically includes all amounts District may be required to pay under IC 36-8-12-5(a). District shall have no other obligation to make any payments under IC 36-8-12-5(a).

12. **Assignment.** This Agreement shall not be assigned by Department without the prior written consent of District.

13. **Exchange of Information.** Department shall provide District, at the first district meeting in January of each year, the following information:

- (a) Current roster of firefighters and EMTs and firefighting equipment;
- (b) Proof of Insurance.

Department covenants to maintain itself in full compliance with all applicable NIMS standards and further covenants to file, within thirty (30) days, all activity reports required to be filed with the Office of the State Fire Marshall.

14. **Fire Safety Inspections.** The parties agree that the Department may, but will not be obliged to make fire safety inspections pursuant to IC 36-8-17.

15. **Early Termination.** Except as provided in Section 3 of this Agreement, in the event that either party fails or refuses to comply with any of the provisions of this Agreement, the other party may terminate this Agreement upon providing the defaulting party with written notice of such failure or refusal. The notice shall provide the defaulting party with a period of ten (10) days to cure the default. If the defaulting party



does not cure the default within the ten (10) day period, this Agreement shall be terminated effective on the thirtieth (30<sup>th</sup>) day after the date the written notice of default is received. If the Agreement is terminated under this provision, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2015, through the date of cancellation of this Agreement. If the Agreement is terminated as provided herein, Department shall be released from any further obligation to provide services in the Service Area after the early termination date.

16. **Renewal and Termination.** The legislative bodies of the District and of the Department may renew this Agreement by majority vote of the members of their respective boards on or before March 1<sup>st</sup> of each calendar year. A vote in favor of renewal will begin a new eight (8) year term of the Agreement beginning on January 1<sup>st</sup> of the calendar year following the vote. The Agreement will terminate at the end of its eight (8) year term if either of the legislative bodies of the District or the Department fail to vote for renewal during the term of the Agreement.

17. **Purchase of Real Estate and Buildings.** The Department will agree to acquire the real estate and buildings thereon that belong to the District at the District's option. Should the District desire the Department to acquire said real estate and buildings, both the Department and the District shall hire an appraiser for the property, and the Department shall acquire from the District for the average of the two appraisals. Each appraiser shall be licensed and experienced in their field.

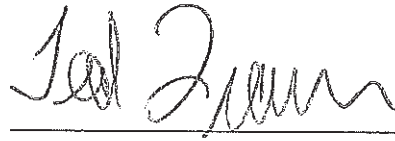
18. **Price Increment.** The parties agree that the price of the contract will increase each year by a percentage equal to the increase in the Consumer Price Index from January 1<sup>st</sup> of each calendar year to the next, provided that the price of the Agreement shall never increase by more than five percent (5%) in any calendar year and that the price of the Agreement will not increase for the first four (4) years of the Agreement.

19. **Binding Effect.** The parties hereto shall promptly carry out all acts and agreements herein without undue delay. This Agreement shall be binding on the parties and upon any administrators, successors or assigns thereof. This Agreement may only be amended upon execution of a written amendment, signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals  
this \_\_\_\_ day of \_\_\_\_\_, 2014.

CASS COUNTY FIRE DISTRICT NO. 1

CITY OF LOGANSPORT



A handwritten signature in cursive script, appearing to read "Ted Zeman", is written over a horizontal line.

CASS COUNTY FIRE DISTRICT NO. 1

1444 HOLLAND STREET

June 12, 2014

5:00 P.M.

AGENDA

1. Meeting Called to Order
2. Secretary's Report
3. Treasurer's Report/Current Claims
4. Fire Chief's Report - Runs, Building Maintenance, Equipment Maintenance
5. Contracts 2015
6. Budget 2015
7. Other Business
8. Public Comments
9. Meeting Adjournment
10. Next meeting will be held on Thursday, July 31, 2014 at 5:00 p.m.



**Cass County Fire District #1**  
1444 Holland Street • Logansport, IN 46947 • (574) 516-1056

**CCFD#1 Board of Trustees**  
c/o Eel Twp. Trustee Office  
409 High Street  
Logansport, IN 46947  
CCFDistrict1@hotmail.com

## Secretary's Report

### Meeting Minutes for June 12, 2014

On Tuesday, June 3, 2014, board member Dave Patty contacted the Chairman Karl Myer to let him know that he would be unable to attend the June 26, 2014 meeting. The Chairman changed the meeting date to June 12, 2014, and posted a copy of the agenda on the door at the meeting location, 1444 Holland Street, Logansport, IN 46947, as well as a copy inside the Eel Township Trustee's Office lobby bulletin board.

The legislative body, our Cass County Commissioners, fixed the meeting location at 1444 Holland Street, Logansport, IN 46947. This has been the meeting location for the Board since the inception of the Cass County Fire District. The Cass County Commissioners fixed the location for public records and mailing address at the Eel Township Trustee's Office, in order to process public records requests more efficiently and to ensure mail is being distributed to the board of trustees in a timely manner.

In accordance with IC 5-14-1.5-5 Public Notice of Meetings; Section 5(a) "Public notice of the date, time, and place of any meetings, executive sessions, or of any rescheduled or reconvened meeting, shall be given at least forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) before the meeting. Under Section 5 (b) (1) The governing body of a public agency shall give public notice by posting a copy of the notice at the principal office of the public agency holding the meeting.

The Cass County Fire District Board of Trustees are confident that we met the requirement as set out in the statute. Since a public member attended the meeting on June 12, 2014, and disputed whether or not the Board should be holding a public meeting and questioning the validity of the notification method pursuant to IC 5-14-1.5-5, the Board of Trustees together with their attorney, agree that it is in the best interest of the tax payers to hold another meeting to re-vote on all agenda items in order to save the tax payers the cost of potential litigation and on-going legal fees. This method would be cheaper rather than getting involved in costly disputes.

Therefore, there will be no official minutes of June 12, 2014, and we are again holding the meeting and re-voting on all matters this evening. Agenda items were again posted in accordance with IC 5-14-1.5-5. All local media outlets within Eel Township were notified as well as copies of the June agenda and July's meeting agenda posted.



**Cass County Fire District #1**  
1444 Holland Street • Logansport, IN 46947 • (574) 516-1056

**CCFD#1 Board of Trustees**  
c/o Eel Twp. Trustee Office  
409 High Street  
Logansport, IN 46947  
CCFDistrict1@hotmail.com

April 24, 2014

TO: Fellow Firemen/Township Trustee

Dear Constituents:

Please find enclosed 2015 contracts. Once you have reviewed your contract, please sign and return it to us by May 29, 2014. Or, bring the signed copy of the contract to our May 29, 2014 meeting. If any changes need to be made, please feel free to contact me to discuss these changes, well in advance of our meeting. The meeting will be held at 5:00 p.m. at 1444 Holland Street, Logansport, Indiana.

Budget workshops should begin the second week of July and we will be working with the same numbers as last year. It is anticipated we will continue to lose some significant revenue this year due to assessed valuation numbers being significantly lower and due to our continuing circuit breaker loss.

This year, our budget will need to be submitted to the Council so they have ample time to review it. We are hoping to gain access to the Gateway by June and have the budget entered into the Gateway by June 23, 2014. Once our fiscal officer has completed the Cass County Fire District's four year analysis, we will forward a copy of that to you as well.

Please contact us should you have any questions or concerns.

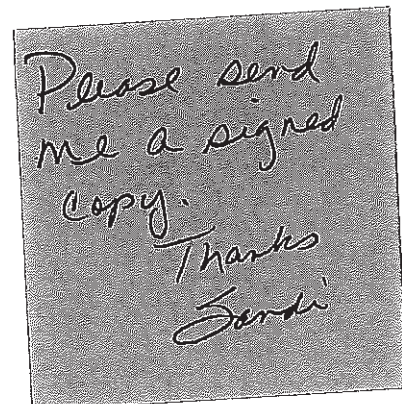
Sincerely,

Karl Myer, Chairman  
Cass County Fire District#1  
(574) 753-6696

Dave Patty, Vice-Chairman  
Cass County Fire District #1

KM/DP/be

Enclosures





CASS COUNTY FIRE DISTRICT NO. 1

1444 HOLLAND STREET

April 24, 2014

5:00 P.M.

AGENDA

1. Meeting Called to Order
2. Secretary's Report
3. Treasurer's Report/Current Claim
4. Fire Chief's Report - Runs, Building Maintenance, Equipment Maintenance
5. Budget and Contracts for 2015
6. Other Business
7. Public Comments
8. Meeting Adjournment
9. Next meeting will be held on Thursday, May 29, 2014 at 5:00 p.m.

**CASS COUNTY FIRE DISTRICT 1**  
**MEETING MINUTES**  
**April 24, 2014**

**Call to Order**

The Cass County Fire District 1 (CCFD1) Board met at 5:00 p.m. at Cass County Fire District 1 Station, at 1444 Holland Street, Logansport, Indiana. Meeting was called to order at 5:01 p.m. by Karl Myer. Board members present were Karl Myer and Dave Patty.

**Secretary's Report**

Meeting Minutes of February 27, 2014 were reviewed. Karl made a motion to accept the minutes. Dave Patty seconded the motion. ***Motion passed 2-0.***

**Treasurer's Report/ Payment of Claims**

Treasurer's Report was given by the Fiscal Officer. Claims were submitted totaling \$674.95. Checking account balance reported after claims were submitted is \$58,029.12; the savings account balance is \$132,120.79. Karl made a motion to accept all claims as present and to approve the Treasurer's Report. Dave Seconded. ***Motion passed 2-0.***

**Fire Chief's Report**

Runs were updated and given to the Board. No current maintenance issues. Karl made a motion to accept the fire chief's report. Dave seconded. ***Motion passed 2-0.***

**Logansport State Hospital**

Contract revisions/extension has been sent back to the State. Contract will end on July 1, 2016.

**2015 Contracts**

In preparation for budget workshops in July, much discussion was held regarding the need to change any of the contracts for next year. Runs from 2013 were reviewed. Karl Myer made a motion to accept all contracts with same contractual service fees as 2014. Dave Patty seconded. ***Motion passed 2-0.***

Board members signed cover letter to all contractual service units and requested that all contracts be completed and returned by June 1, 2014 since there is no meeting for Cass County Fire District in May. In the event a contract unit wishes to re-negotiate their 2015 contract, they will need to attend the June meeting to give the fiscal agent ample time to prepare the budget for budget workshops in July. Once the contracts are returned they will be sent to Cass County IT to be uploaded on the public website for the public to review.

**Other Business**

None

**Public Comments**

Fire Chief Rex Danely indicated they will be holding a training for ladders and on ladder trucks at Logansport State Hospital on Saturday, May 3, 2014 at 8:30 a.m. It is open to any fireman or volunteer fireman. Registration cost is \$20.

**Next Meeting Date**

Next Meeting will be held at 5:00 p.m. on June 26, 2014, at 1444 Holland Street.

Respectfully submitted,  
Dave Patty, Secretary

CASS COUNTY FIRE DISTRICT NO. 1  
1444 HOLLAND STREET  
NOVEMBER 17, 2011

AGENDA

1. CALL TO ORDER
2. SECRETARY REPORT
3. TREASURER REPORT
4. GRASS TRUCK SKID - REMC
5. DISCUSS CONTRACTS FOR 2012
6. DISCUSS TAX LEVY - COUNTY COUNCIL-DLGF
7. OTHER BUSINESS
8. PUBLIC COMMENT & ADJOURNMENT

**CASS COUNTY FIRE DISTRICT 1  
MEETING MINUTES  
November 17, 2011**

**CALL TO ORDER**

The Cass County Fire District 1 (CCFD1) Board met at 6:40 p.m. at Cass County Fire District 1 Station at 1441 Holland Street, Logansport, Indiana. Meeting was called to order by Sherman Kantzer. Bridget Enyeart and Lori Forrer present.

**INTRODUCTION OF NEW BOARD MEMBER**

Cass County Commissioners appointed Lori Forrer of Noble Township to serve on the Cass County Fire District 1 Board, to replace the seat vacated by former board member Mike Simms. Lori introduced herself and provided the board/public background information regarding her past and present service in reference to public safety and employment. Sherman Kantzer welcomed Lori to CCFD1.

**MINUTES**

Meeting minutes of September 15, 2011, were reviewed. Sherman Kantzer made a motion to accept the minutes. Lori Forrer seconded the motion. *Motion passed 3-0.*

**TREASURER'S REPORT**

Treasurer's Report was given by Bridget Enyeart. Checking account balance is \$6,389.34; CEDIT fund balance is \$0.00; savings account balance is \$78,485.19. Lori Forrer made a motion to accept the Treasurer's Report. Bridget Enyeart seconded the motion. *Motion passed 3-0.*

**PAYMENT OF CLAIMS**

Disbursements for October and November were to Peters Municipal Consultants, PC, for consulting services regarding 2012 budget, Logansport Municipal Utilities for hydrant fees, Illinois Fire Store for the purchase of a skid unit, and Dick Dilling for the monthly building contract obligation. Sherman Kantzer made a motion to approve all expenditures. Bridget Enyeart seconded the motion. *Motion Passed 3-0.*

**SKID/GRASS TRUCK**

CCFD1 Fire Chief, Kyle Anderson, indicated that he ordered the nozzles for the skid unit which will cost approximately \$400. Temporary nozzles have been placed on the skid from New Waverly Fire until our nozzles are delivered. This will ensure our skid is fully operational in the event it is needed. In honor of Miami Cass REMC's monetary donation of \$1,600 towards the purchase of the skid unit; CCFD1 will have a decal of the logo made and placed on the grass truck. Sherman Kantzer is going to contact Miami Cass REMC to obtain their logo and have it emailed to us.

**DITRICT SEAL DESIGN WINNER**

Seal design winner, Maddie Keisling from Lewis Cass visited CCFD1, with her mother last month. Maddie's mother took pictures of her at the fire station and she has been awarded the savings bond for her seal design.

**CONTRACTUAL AGREEMENTS FOR 2012**

Discussion was held regarding contracts for 2012, and possible long-term contracts between some of the townships. Twelve Mile Volunteer Fire Department was mailed a copy of the agreement for 2011 in October, and has yet to submit a contract for 2012.

All contracts submitted to CCFD1 from the various townships were the same as submitted and paid by CCFD1 in 2011. Fire Chief, Kyle Anderson, indicated that coverage from these areas was a necessity in order to obtain a good insurance rating for homeowners and businesses located in CCFD1.

Board member Lori Forrer made a motion to delay voting on all contracts until the December meeting so that she could have time to review the contracts in detail. Board member Bridget Enyeart indicated that she did not want to wait until December 15th to sign contracts, since all of the contracts for fire coverage ended on December 31st. Bridget indicated that waiting could result in no coverage for CCFD1 going into January 2012. Bridget explained

this delay would expose CCFD1 to significant liability in the event a contract or negotiation for coverage in these townships were not completed. Bridget indicated that the remaining 15 days of December would not be enough time to find an alternative resolution for coverage in these areas.

Fire Chief, Kyle Anderson, indicated that Miami Township Volunteer Fire Department has to renew their insurance obligation for CCFD1, by December 7, 2011. This would be for comprehensive insurance on all vehicles and structures at CCFD1, as well as procurement of insurance for firefighting members of CCFD1, as required by Indiana Code 36-8-12-6.

All townships were contacted in late July/early August by CCFD1 board members. At that time the Board obtained verbal monetary commitments that none of the contracts would change for 2012, in order for CCFD1 to submit a final budget to the Cass County Council/DLGF.

After much discussion, Sherman Kantzer asked board member Lori Forrer if she would withdraw her original motion to delay voting on the contracts. Lori agreed after confirmation with both board members regarding past discussion and negotiations of the contracts with all involved. The following contracts have been submitted to Cass County Fire District 1 Board for final consideration for 2012 and final vote:

1. Georgetown Volunteer Fire Department contract to provide fire protection to CCFD1 for 2012, in the amount of \$6,000, payable on June 30th and December 31st of said calendar year. Bridget Enyeart made a motion to accept the contract as written. Sherman Kantzer seconded the motion. **Motion Passed 3-0.**
2. Town of Royal Center Contract to provide fire protection to CCFD1 for 2012, in the amount of \$15,000, payable in semi-annual installments during said calendar year. Lori Forrer made a motion to accept the contract as written. Bridget Enyeart seconded the motion. **Motion Passed 3-0.**
3. Harrison Township Contract to provide fire protection to CCFD1 for 2012, in the amount of \$6,000, payable on June 30th and December 31st of said calendar year. Sherman Kantzer made a motion to accept the contract as written. Bridget Enyeart seconded the motion. **Motion Passed 3-0.**
4. Washington Township Contract for CCFD1, to provide dual fire protection with Walton Volunteer Fire Department to Washington Township to the best of its ability when called. Washington Township will pay CCFD1, \$20,000, in semi-annual installments on June 30th and December 1st. This was signed and submitted to James Mayhill, Trustee of Washington Township. Sherman Kantzer made a motion to accept the contract as written and send it to Mr. Mayhill for his signature. Bridget Enyeart seconded the motion. **Motion Passed 3-0.**
5. Miami Township Volunteer Fire Department Contract for 2012, to provide fire protection, maintenance and utilities of equipment and all structures owned by CCFD1; telephone and radio communication; mutual aid for reciprocal agreements and boundaries outside of service area; liability, collision and comprehensive insurance; insurance coverage for firefighters contracted to cover CCFD1; exchange of information with board members; and fire safety inspections for the townships that encompass CCFD1, as requested. Contract is submitted in the amount of \$574,020 without Miami Township joining CCFD1. Should Miami Township join CCFD1, the contract amount for services will be \$748,020. Contract will be payable in semi-annual installments in January, 2012 and July, 2012. Sherman Kantzer made a motion to accept the contract with an exclusion clause added for a contract reduction should Miami Township not join the District. Lori Forrer seconded the motion. **Motion Passed 3-0.**

#### **PUBLIC HEARING ON TAX LEVY/BUDGET**

The tax levy was discussed and passed for CCFD1 by the Cass County Council. No board member was present at the meeting. Cass County Council passed the budget by a vote of 4-3. The DLGF has until February to change, approve or disapprove CCFD1 budget.

#### **REPORT FROM CCFD1 FIRE CHIEF**

Kyle Anderson, CCFD1 Fire Chief, indicated that he provided proof of liability insurance to Kent Feeds in order for CCFD1 to be able to access the hydrant that was installed on the property. Kyle also indicated that New Waverly Fire Department put new tires on CCFD1's tanker truck. Kyle gave CCFD1 Board vehicle certifications. All vehicles are certified yearly for insurance and liability purposes.



**CCFD1 SIGNAGE**

Board members discussed the possibility of placing a sign outside the fire station to let the public know our presence when they drive by. Each board members will each into various options and discuss signage possibilities at future meetings.

**2012 CCFD1 MEETING CALENDAR**

Board members discussed the calendar for 2012. The Board will continue to meet the third Thursday of each month. There will be no meeting in March 2012. Meetings will begin at 6:30 p.m. The secretary will forward the meeting calendar to local media outlets before January 1, 2012.

Respectfully submitted,

Bridget I. Enyeart,  
Secretary

CASS COUNTY FIRE DISTRICT NO. 1

1444 HOLLAND STREET

June 19, 2014

5:00 P.M.

AGENDA

1. Meeting Called to Order
2. Secretary's Report
3. Treasurer's Report/Current Claims
4. Fire Chief's Report - Runs, Building Maintenance, Equipment Maintenance
5. Contracts 2015
6. Budget 2015
7. City of Logansport
8. Other Business
9. Public Comments
10. Meeting Adjournment
11. Next meeting will be held on Thursday, July 31, 2014 at 5:00 p.m.