

RESOLUTION NUMBER

84-36

BY

Katie Hotts - Donna Braig

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CLERK/TREASURER TO ENTER INTO CONTRACT ON BEHALF OF THE VILLAGE OF BUCKEYE LAKE WITH THE BUCKEYE LAKE VOLUNTEER FIRE DEPARTMENT, INC. SO THAT FIRE PROTECTION SERVICE CAN BE PROVIDED TO THE VILLAGE FOR JANUARY 1, 1985 to MARCH 31, 1985.

WHEREAS, The Village is in need of fire protection which has in the past been provided by the Buckeye Lake Volunteer Fire Department, Inc.; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BUCKEYE LAKE, COUNTY OF LICKING, AND STATE OF OHIO, That:

Section 1: The Mayor and Clerk are hereby authorized to enter into contract with the Buckeye Lake Volunteer Fire Department, Inc., for fire protection to be provided to the inhabitants of the Village of Buckeye Lake for the period of January 1, 1985 to March 31, 1985 in an amount not to exceed \$6,000.00.

Section 2: The contract referred to above is attached hereto and marked as Exhibit A and is incorporated herein as if fully rewritten.

Adopted this 17th day of December, 1984.

Charles E. Slater

MAYOR

ATTEST:

Antoinette Harmon
CLERK/TREASURER

FORM APPROVED:

DIRECTOR OF LAW

Ordinance or Resolution Number: 84-36
Introduced By: _____
Motion to Suspend Rules Braig Second Motts

	<u>Ayes</u>	<u>Nayes</u>
Mrs. Braig	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mrs. Motts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Nimocks	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Wilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Wolf	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Swartzwalder	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Total: 5

Motion to Adopt Motts Second Braig

	<u>Ayes</u>	<u>Nayes</u>
Mrs. Braig	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mrs. Motts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Nimocks	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Wilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Wolf	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Swartzwalder	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Total: 5

Date Posting Began 12/17/84
Effective Date 12/18/84

Certification

I hereby certify, the above to be an accurate account of the action of Council on the above matter.

CONTRACT

This AGREEMENT, entered into this 17th day of December, 1984, by and between the VILLAGE OF BUCKEYE LAKE, Licking County, Ohio, hereinafter called the First Party, and the BUCKEYE LAKE VOLUNTEER FIRE DEPARTMENT, INC., hereinafter called the Second Party.

WITNESSETH

That WHEREAS, First Party is desirous of obtaining fire and emergency squad protection for residents thereof and property located therein, and has a 1978 FMC pumper and other fire fighting equipment, and

WHEREAS, Second Party owns a firehouse, various pieces of fire fighting apparatus, together with an emergency squad and medic unit,

In consideration of the sum of SIX THOUSAND DOLLARS (\$6,000.00) for the period of January 1, 1985 thru March 31, 1985, to be paid by the end of each month in payments of two thousand dollars (\$2,000.00) per month, First Party agrees to allow its FMC Pumper Truck and various equipment to be used by Second Party in and about the territory of First Party and also throughout jurisdiction of the Second Party. Second Party also agrees to operate First Party's FMC Pumper and all equipment owned by Second Party in and about the territory of the First Party.

It is mutually understood and agreed that in no case shall the Second Party be liable in damages to said Village of Buckeye Lake, or any of its inhabitants for failure to answer any fire or emergency call, or for lack of speed in answering any such call, or for any inadequacy of equipment, negligent operation of apparatus, failure to extinguish any fire, or for any cause whatsoever growing out of this agreement or use of the fire and emergency equipment and the personnel of the said Second Party.

The First Party shall be responsible for major repairs to the FMC Pumper. Major repairs shall mean repairs in excess of five hundred dollars (\$500.00). The Second Party agrees to secure a purchase order for any repairs prior to having the work done.

This Contract shall be for a term of three (3) months, commencing on the 1st day of January, 1985 and shall make null and void any and all agreements made heretofore by the Parties herein. The Parties do, however, contemplate extending this Contract for the duration of the 1985 calendar year, although such continuation may not be upon the same terms and conditions as are recited in this document.

IN WITNESS WHEREOF, the Parties have set their hands this 7th
day of December, 1984.

VILLAGE OF BUCKEYE LAKE, LICKING COUNTY, OHIO

BY Charles E. Slater
Charles E. ~~Salter~~, Mayor
SLATER

BUCKEYE LAKE VOLUNTEER FIRE DEPARTMENT, INC.

BY Michael W. Bond, President

APPROVED AS TO FORM:

Michael F. Higgins, Law Director