

BY Gayle Holmes - William Ford

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CLERK/TREASURER OF THE VILLAGE OF BUCKEYE LAKE, OHIO, TO ENTER INTO CONTRACT ON BEHALF OF THE VILLAGE OF BUCKEYE LAKE WITH THE BUCKEYE LAKE VOLUNTEER FIRE DEPARTMENT, INC., SO THAT FIRE PROTECTION SERVICES CAN BE PROVIDED TO THE VILLAGE FOR A PERIOD FROM JANUARY 1, 1989 THROUGH MARCH 31, 1989, AND DECLARING AN EMERGENCY.

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

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 services to be provided to the inhabitants of the Village of Buckeye Lake for the period of January 1, 1989 through March 31, 1989.

Section 2: This contract shall not exceed as costs to the Village, the sum of \$7,500.00.

Section 3: Because fire protection is a service necessary for the health, preservation and welfare of the citizens of the Village of Buckeye Lake, Ohio, this Resolution is declared to be an emergency measure and shall take immediate effect after passage.

Section 4: Because of the reasons stated in Section 3 hereto, bidding procedures are hereby waived.

Section 5: The contract referred to above is attached hereto and marked as Exhibit A and is incorporated herein as if fully rewritten.

Adopted this 23rd day of January, 1989.
Charles E. Slater
MAYOR

ATTEST:
Patricia J. Jarmar
CLERK/TREASURER

FORM APPROVED:

DIRECTOR OF LAW

CONTRACT

This AGREEMENT, entered into this _____ day of _____, 1989, 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 of the Village of Buckeye Lake and property located therein, and has a 1978 FMC pumper and other fire fighting equipment available, and

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

Now, therefore be it agreed by and between all parties hereto, that in consideration of the sum of SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$7,250.00) for the period of January 1, 1989 through March 31, 1989, to be paid by the Village at the end of each month in equal installments. First Party agrees to allow it's 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 it's 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 means 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. Second Party agrees to operate the First Party's equipment in a sound and sensible manner.

This Contract shall be for a term of three (3) months, commencing on the 1st day of January, 1989, and shall make null and void any and all agreements made heretofore by the Parties herein.

Additionally, the First Party shall make available to the Second Party the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) to be utilized for capital improvements during the first three months of 1989.

Finally, the First Party agrees to maintain \$300,000.00/\$100,000.00 liability insurance and collision loss insurance in the amount of the fair market value on the FMC Pumper and any other equipment it may own.

IN WITNESS WHEREOF, the Parties have set their hands this _____ day of _____, 1989.

VILLAGE OF BUCKEYE LAKE, LICKING COUNTY, OHIO

BY

Charles E. Slater

MAYOR

BUCKEYE LAKE VOLUNTEER FIRE DEPARTMENT, INC.

BY

Terry R. Hoffer

PRESIDENT

ORDINANCE OR RESOLUTION NUMBER: 89-04

INTRODUCED BY: _____

MOTION TO SUSPEND RULES: Walverton SECOND Motts

	<u>AYES</u>	<u>NAYES</u>
HERSCHEL BOYD	✓	
WILLIAM FORD	✓	
GRAYCE HOLMES	✓	
KATIE MOTTS	✓	
ROBERT WILSON	✓	
FRED WOLVERTON	✓	
TOTAL:	<u>6</u>	<u>0</u>

MOTION TO ADOPT Holmes SECOND Ford

	<u>AYES</u>	<u>NAYES</u>
HERSCHEL BOYD	✓	
WILLIAM FORD	✓	
GRAYCE HOLMES	✓	
KATIE MOTTS	✓	
ROBERT WILSON	✓	
FRED WOLVERTON	✓	
TOTAL:	<u>6</u>	<u>0</u>

DATE POSTING BEGAN 1/24/89

EFFECTIVE DATE _____

CERTIFICATION

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