

JOINT RESOLUTION FOR THE CREATION AND  
OPERATION OF THE WVFD JOINT FIRE DISTRICT

PREAMBLE

WHEREAS, the Village of Windham ("Village") is a Municipal Corporation existing and operating pursuant to Title 7 of the Ohio Revised Code; and

WHEREAS, the Township of Windham ("Township") is a Township existing and operating pursuant to Title 5 of the Ohio Revised Code; and

WHEREAS, the Village of Windham and Windham Township are both responsible for the provision of fire protection services; and

WHEREAS, the Village and Township have previously contracted for fire protection services with each other; and

WHEREAS, the Village and Township believe that the residents of the Village and Township will be better served by the creation of a joint district for the provision of fire protection services; and

WHEREAS, Ohio Revised Code Section 505.371 sets forth the procedures by which a joint fire district may be created; and

WHEREAS, the Village of Windham and the Township of Windham wish to set forth by this Joint Resolution the terms and conditions upon which said joint fire district will be created;

THEREFORE, be it resolved, by the Council of the Village of Windham and Board of Trustees of the Township of Windham that:

## ARTICLE I

### NAME OF DISTRICT AND CONTINUED OPERATION

The separate legal entity, created herein by resolution and statute, shall be known as the WVFD Joint Fire District from this date forward.

## ARTICLE II

### TERRITORIAL LIMITS

#### **Section 1**

The Joint Fire District shall be comprised of all of the territory included in the Village of Windham and Windham Township.

#### **Section 2**

In addition, the territory comprising the WVFD Joint Fire District may include any municipal corporation or township, or parts thereof, as may be agreed upon by trustees of the WVFD Joint Fire District and the governing authorities of such municipal corporation(s) or township(s), and approved by the governing authorities, comprising the Joint Fire District.

## ARTICLE III

### OFFICES

#### **Section 1 - Principal Office**

The principal office of the Joint Fire District shall be at such a place within the Village of Windham, or the Township of Windham, State of Ohio, as may be designated from time to time by the Board of Trustees.

## ARTICLE IV

### TRUSTEES

#### **Section 1 - Number of Trustees**

The governing board of the Joint Fire District shall be Board of Fire District Trustees consisting of five (5) members.

#### **Section 2 - Appointment and Term of Office of Trustees**

The Fire District Trustees shall be appointed and hold terms in office as follows:

1. One member shall be a Councilperson of the Village of Windham. This person shall be appointed by the Council of the Village of Windham and shall serve a two (2) year term.
2. One member shall be a Trustee of Windham Township. This person shall be appointed by the Windham Township Trustees and shall serve a two (2) year term.
3. One member shall be a resident of the Village of Windham. This person shall be appointed by the Council of the Village of Windham and shall serve a two year term. This appointment shall be subject to majority approval of the Board of Trustees of Windham Township. .
4. One member shall be a resident of Windham Township. This person shall be appointed by the Windham Township Board of Trustees and shall serve a two year term. This appointment shall be subject to majority approval of Village Council.
5. One member shall be appointed by the four other members of the Board of Trustees, and shall be a resident of the Fire District. This appointee shall serve a one year term.
6. All appointees may serve consecutive terms in office, subject to reappointment by the appointing body as set forth above.
7. In the first year of the District (2010), the Village Council representative shall serve a one year term, and thereafter, commencing in 2010, shall commence two year terms.
8. In the first year of the District, the Township Trustee representative shall serve a full two year term.
9. In the first year of the District, the Village resident shall serve a two year term
10. In the first year of the District, the Township representative shall serve a one year term, and thereafter, commencing in 2010, shall commence two year terms.
11. In the first year of the District, the fifth member of the Board shall serve a one year term. Each term thereafter shall be for a one year period.

### **Section 3 - Compensation**

The compensation for members of the Board of Trustees may be set by the Board. The rate set by the Board may not exceed the compensation permitted by State or other law, and may not be increased for the term in which a vote to increase the compensation takes place. Compensation shall only be paid in meetings which are attended by the Board members. The paid meetings are not to exceed 15 meetings per calendar year, but the board can conduct additional uncompensated meetings.

### **Section 4 - Remaining in Office**

Any trustee whose term in office expires at the end of a calendar year shall remain in office until his or her successor is appointed by the Village Council or the Board of Trustees, and is sworn in as required by the law.

## ARTICLE V

## VACANCIES

In the event of a vacancy due to the death or resignation of a trustee of Joint Fire District Board of Trustees, the seat shall be filled by the party making the original appointment.

Any member of the Board of Trustees may be removed for cause, that being misfeasance, malfeasance, nonfeasance, or any other basis set forth in R.C. Section 733.38. The Board of Fire District Trustees shall initiate the removal proceedings.

## ARTICLE VI

### TRUSTEE REQUIREMENTS OR LIMITATIONS

No trustee of the Joint Fire District may be associated with the Fire District as an active firefighter, first responder, EMT, or paramedic. No trustee may be employed by the Village of Windham or Windham Township. This provision does not include the Township representative or the Village Council representative as referenced in Article IV, Section 2. An "employee" is defined, for the purpose of this article, as a person who receives more than One Dollar (\$1.00) per year in compensation for services rendered to the Village or Township.

## ARTICLE VII

### DUTIES AND POWERS OF THE BOARD OF TRUSTEES

The Board of Trustees shall be responsible for the fire protection of the District, and shall have all power necessary to accomplish this purpose as set forth by the Ohio Revised Code and other rules and regulations set forth by the state and other applicable legislative bodies, including the power to contract with other fire departments or districts for the provision of fire protection and/or mutual aid.

These general executive powers with respect to the operation of the District include, but are not limited to, the control of the expenditure of funds; the hiring and firing of fire department personnel and employees; the formation of policies and regulations incident thereto; the formation and adoption of personnel policies and regulations; and the doing of all things necessary thereto in accordance with the statutes of Ohio to insure the operation of said District.

## ARTICLE VIII

### MEETINGS OF THE BOARD

The Fire District Board is a public entity under Ohio law, and as such is subject to full compliance with Ohio's Open Meeting Act (Sunshine Law) and Public Records Act.

Regular meetings of the Board of Trustees shall be held on a date and at a time and location to be set by the Board. All regular meetings shall be publicized.

Special meetings of the Board of Trustees may be held at any time upon call of the chairman, vice chairman, or majority of the members of the Board.

All meetings of the Board of Trustees shall be held within the territorial limits of the WVFD Joint Fire District, as the Board may determine from time to time and as may be specified in a notice thereof.

A majority of the Board of Trustees shall constitute a quorum for the transaction of business.

Notwithstanding the preceding paragraph, the following actions require the affirmative vote of at least three (4) of the five (5) trustees:

1. The dissolution of the WVFD Joint Fire District;
2. The disposition of property, real and personal, upon dissolution of the WVFD Joint Fire District;
3. The relocation of a fire station;
4. The enlargement, or reduction, of the territorial limits of the WVFD Joint Fire District;
5. The disposition of property, both real and personal, upon the withdrawal of a political subdivision from the WVFD Joint Fire District;
6. The submission of a tax levy to the general public.

The Fire Chief of the District shall be entitled to sit with the Board at all meetings (executive sessions excluded, except by invitation), and may take part in any discussion, but shall have no vote.

## ARTICLE IX

### APPOINTMENT AND DUTIES OF OFFICERS

#### OF THE BOARD OF TRUSTEES

##### **Section 1 - General Provision**

The Board of Trustees shall elect a Chairman and Vice Chairman. The Board may from time to time create such offices and appoint such other officers, advisors, administrators, or other employees as it may determine or deem to be in the best interest of the Fire District. The Chairman and Vice Chairman shall be chosen from among the members of the Board of Trustees. All other offices, officers, subordinate officers and/or assistant officers need not be members of the Board of Trustees.

##### **Section 2 - Term of Office**

The Chairman and Vice Chairman shall serve for a period of one (1) year. All other officers shall hold office during and at the pleasure of the Board of Trustees and, unless sooner removed by the Board of Trustees, until their successors are duly elected and qualified

##### **Section 3 - Duties of Chairman**

The Chairman shall be an active executive officer of the Joint Fire District, and shall exercise supervision over the business of the District and over its appointed officers, subject, however, to the

control of the Board of Trustees. He or she shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his or her signature, and shall have other such powers and duties as the Board of Trustees may from time to time assign to him or her.

#### **Section 4 - Duties of Vice Chairman**

The Vice Chairman shall assume the duties of the Chairman at any and all times when the Chairman shall be absent and generally shall perform such duties as may from time to time be assigned by the Board of Trustees or the Chairman.

### ARTICLE X

#### DISTRICT LEGAL COUNSEL

#### **Section 1 - Appointment and Duties**

The Board of Trustees of the Joint Fire District may request the Portage County Prosecutor (or his or her subordinates) to act as the legal advisor to the Joint Fire District. The Portage County Prosecutor may, in his or her discretion, act as the legal advisor for the WVFD Joint Fire District pursuant to R.C. Section 309.09(e). Should the Portage County prosecuting attorney choose to act as a legal advisor of the Joint Fire District, he or she shall do so at no cost to the District. The County Prosecutor may serve in the capacity of an attorney with respect to all matters for which the Fire District needs an attorney and may exercise reasonable discretion in determining the manner of providing legal services.

The Board of Trustees may also retain independent counsel to act as the District's legal advisor and attorney and to advise the District and Board of Trustees on all matters for which the Joint Fire District needs an attorney. The compensation for the counsel shall be determined by the Board of Trustees. Legal counsel shall serve at the pleasure of the Board.

#### **Section 2 - Conflict of Interest**

An attorney shall not accept or continue the representation of the Fire District if a conflict of interest would be created, unless all of the following apply:

- a) The attorney will be able to provide competent and diligent representation to each affected client, including the fire district;
- b) Each affected client gives informed consent, confirmed in writing.

A conflict of interest exists if either of the following applies:

- a) The representation of the Fire District will be directly adverse to another current client.
- b) There is a substantial risk that the attorney's ability to consider, recommend or carry out an appropriate course of action for that client will be materially limited by the lawyer's responsibility to another client, a former client, or a third person or by the lawyer's own personal interest.

Even if the Fire District and the other client consent, the attorney shall not accept or continue the representation of the Fire District if either of the following applies:

- a) The representation is prohibited by law; or
- b) The representation would involve the assertion of a claim by one client against another client represented by the attorney in the same proceeding.

## ARTICLE XI

### CLERK/TREASURER

#### **Section 1 - Appointment**

The Board shall appoint a Clerk/Treasurer who shall be the clerical and fiscal officer of the District, keeping such monies in accounts as required by statute or by the direction of the Board. The Clerk/Treasurer shall serve at the pleasure of the Board. The salary for said clerk shall be set by the Board of Trustees, who shall also set forth the duties of the position where not specified by state or other law, or as set forth in Section 2 of this Article. Said Clerk/Treasurer shall be bonded by the Board and shall be under the general supervision of the Fire District Board.

#### **Section 2 - Specific Duties**

The Clerk/Treasurer shall keep minutes of all the proceedings of the Board of Trustees, and shall make proper record of same, which shall be attested by same; sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Joint Fire District requiring his or her signature; give notice of meetings of the Board of Trustees; keep such books as may be required by the State and Federal Government; receive and have in charge all monies, bills, notes, bonds, and similar property belonging to the Joint Fire District and shall do with the same as may be ordered by the Board of Trustees; keep such financial accounts as may be required; prepare, for submission at each regular meeting of the Board of Trustees, a detailed statement of the financial condition of the WVFD Joint Fire District and shall receive and collect all monies and other credits due same and deposit them in a bank or banks designated by the Board of Trustees to the credit of and for the benefit of the Joint Fire District. The Clerk/Treasurer shall furnish such bond in such amount and with such security as shall be required by the Board of Trustees. In addition, the Clerk/Treasurer shall perform such other duties as from time to time may be required of him or her by the Board of Trustees.

## ARTICLE XII

### CONTRACTS, CHECKS, NOTES AND OTHER INSTRUMENTS

#### **Section 1 - Authorizations**

All contracts, agreements, and other instruments, and all checks, drafts, notes, bonds, bills of exchange and orders for the payment of money, authorized by a majority vote of the Board of Trustees, shall, unless otherwise required by law, be signed by the Clerk/Treasurer and any one of the following: the Chairman, Vice Chairman or a trustee of the Board.

## ARTICLE XIII

### TAX AND BONDS

#### **Section 1 - Tax**

The Fire District shall constitute a taxing district in accordance with the Ohio Revised Code and shall have the power:

1. To levy a tax for the operation of the District;
2. To submit tax levies to the voters of said District; and
3. To submit tax levies for the purpose of capital expenditures.

#### **Section 2 - Sale of Bonds**

In the event the Fire District shall approve a tax levy for the purposes of purchasing equipment or the construction of buildings, the fire board shall have the power to sell bonds or issue notes in anticipation of such revenues to purchase equipment at an earlier date.

## ARTICLE XIV

### FUNDING FOR THE OPERATION OF THE FIRE DISTRICT

The Village of Windham and Windham Township shall provide the Joint Fire District with the fire tax revenue (equal to 2 mil) as permitted by the Ohio Revised Code until the Fire District Board of Trustees places a fire district tax levy on the ballot and voters approve said levy. The parties may also contribute, from their general funds, tax revenue to the operation of the District as otherwise specified in this agreement.

In addition, until the Fire District tax levy is approved, the 2 mil fire levy funding by the Village and Township shall be made in semi-annual payments. Payments shall be due within thirty days of receipt of the revenue from the County Auditor or the date said levy would have been received if no levy is passed.

After the initial contribution of the Village and Township of all funds held by the parties in their respective fire levy accounts, the Village and Township shall thereafter pay to the Joint Fire District an amount equal to 2 mils for their respective subdivisions. Said payments shall be made semi-annually within thirty days after receipt of funds from the County Auditor's office of the first and second half tax year collection or at the date said levy monies would have been received.



The Fire District shall place one or more levies on the ballot within the first year of its existence. The first levy shall be for general District operations. The second may be for the provision of emergency medical services and for purchases of related equipment. The millage shall be determined by the Fire District Board of Trustees.

If the first (the operating) levy fails to pass, the Village and Township shall continue to fund the District as set forth in paragraph I of this article. If the operating levy passes, the Village and Township shall terminate the existing fire levies by passage of a resolution stating that the continuation of the Municipal or Township levy or levies is unnecessary and that the levy/levies shall be terminated.

The Village of Windham and Windham Township shall provide to the Joint Fire District the fire levy funds, originally belonging to the Township Fire District (and apportioned by the Auditor) for initial startup expenses. Each party shall provide the specific funds apportioned by the Auditor to the Fire District, subject to the deduction of fire department operating expenses incurred prior to January 1, 2010.

## ARTICLE XV

### USE OF BUILDING AND PROPERTY

#### **Section 1 - Village Property**

The Village and Township agree to permit the Fire District to occupy the part in the fire station located at 9601 East Center Street, for use as a fire station at no charge to the Fire District.

#### **Section 2 - Leases**

An agreement to sublease space to the Joint Fire District as set forth in the preceding section will be reduced to writing, in a separate document between all parties.

#### **Section 3 - Existing Fire Equipment**

The Village and the Township shall each make an inventory of all personal property, equipment, and vehicles belonging to their respective subdivisions and all vehicles, property and equipment shall be transferred to the Fire District (see Exhibit A, inventory prepared by the County Auditor.). If, during the first five years of the existence of the Fire District, the Board of Trustees determines to disband, then each subdivision shall receive back all property so transferred, reasonable wear and tear accepted. Should the Fire District disband after five years, then the equipment shall be disposed of in accordance with Article XVIII of this Joint Resolution.

## ARTICLE XVI

### INSURANCE

#### **Section 1 - Insurance Coverage**

The Joint Fire District shall purchase and maintain a policy or policies of liability insurance for the trustees, officers, employees, and appointees of the Fire District, which policy may include personal injury liability coverage as to civil liability for false arrest, detention, or imprisonment, malicious prosecution, libel, slander, defamation or other violation of the right of privacy, wrongful entry or eviction, invasion of the right of private occupancy, or other expense reasonably incurred by said trustees, officers, employees, and other appointees in connection with any action, suit or proceeding to which same may be a party by reason of his or her being or having been a trustee, officer, employee, or appointee of the WVFD Joint Fire District.

## ARTICLE XVII

### INDEMNIFICATION OF TRUSTEES, OFFICERS AND EMPLOYEES

#### **Section 1 - Indemnification**

The Joint Fire District shall indemnify any trustee, officer or employee who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding whether civil, administrative, or investigative, including all appeals (other than an action, suite of proceeding by or in the name of the Joint Fire District) in connection with such individual's duties as a trustee, officer, or employee of the Joint Fire District, against expenses (including attorney fees, judgments, decrees, and amounts paid in settlement) actually and reasonably incurred by such individual in connection with such action, suit or proceeding if said individual acted in good faith, within the scope of his or her employment, and in a manner reasonably believed to be in, and not opposed to, the best interests of the WVFD Joint Fire District. Expenses of each person indemnified hereunder incurred in defending a civil, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Joint Fire District in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Trustees, upon receipt of an undertaking by or on behalf of the trustee, officer or employee to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the Joint Fire District. The foregoing right of indemnification shall not be exclusive of other rights to which any trustee, officer or employee may be entitled as a matter of law.

## ARTICLE XVIII

### DISPOSITION OF PROPERTY

#### **Section 1 - Withdrawals or Dissolution of the District**

Any withdrawal or dissolution of the Joint Fire District will be in compliance with the Ohio Revised Code.

### **Section 2 - Dissolution of Fire District - Division of Funds**

Upon the dissolution of the Joint Fire District, occurring on or after January 1, 2010, the County Auditor shall ascertain, apportion, and order a division of the funds on hand, monies and taxes in the process of collection except for taxes levied for the payment of indebtedness, credits, and real and personal property, either in money or in kind, on the basis of the valuation of the respective tax duplicates of the political subdivisions comprising the Joint Fire District at the time of such dissolution except as described in Article XV, Section 3, of this agreement.

### **Section 3 - Withdrawal of a Political Subdivision from Fire**

#### **District - Division of Funds**

Upon the withdrawal of any Township or Municipal Corporation from the Joint Fire District, the County Auditor shall ascertain, apportion and order a division of the funds on hand, monies and taxes in the process of collection, except for taxes levied for the payment of indebtedness, credits, and real and personal property, either in money or in kind, on the basis of the valuation of the respective tax duplicates of the withdrawing township or municipal corporation and the remaining territory of the Fire District except as described in Article XV, Section 3, of this agreement.

## ARTICLE XIX

### FIRE PERSONNEL

#### **Section 1 - Fire Chief**

The personnel of the Fire District shall include a fire chief, who shall be appointed by the Board of Trustees pursuant to the Ohio Revised Code, with a salary to be set by the Board. The Fire Chief shall have all power necessary to accomplish the duties and responsibilities prescribed by the Ohio Revised Code, the Ohio Fire Code, or as imposed upon him or her by the District Board of Trustees. The Fire Chief shall be charged with the general management of fire, emergency medical, rescue, or other department operations.

#### **Section 2 - Other Firefighter Personnel**

The Board of Trustees shall also appoint, with consideration of the recommendation of the fire chief, assistant and/or subordinate officers, firefighters and other personnel, including "cadets" or "junior firefighters" for the protection of the District in accordance with section 505.38 of the Ohio Revised Code. The Board of Trustees may prescribe their authorities and duties and may fix their compensation.

#### **Section 3 - Appointment of Existing Personnel**

Upon formation of the Joint Fire District, all firefighters on the roster of the Windham Fire Department, who are in good standing, shall initially be appointed as firefighters with the Fire District. The fire department shall provide a roster of all personnel to the Fire District Board for purposes of appointment of personnel. Each individual to be appointed as an employee of the Fire District shall agree to make copies of all personnel, training, and certification information and provide that to the Fire District. All appointees are subject to State of Ohio laws with respect to minimum training. All future appointees who are not on the roster of fire department as of January 1, 2010 are subject to the appointment rules of the Joint Fire District. These minimum standards or requirements may include, but are not limited to, successful completion of a background check, drug screen, agility test, state mandated training, and physical fitness test.

#### **Section 4 - Appointment of Officers**

Upon creation of the Fire District, the fire department Chief shall receive a permanent appointment to the position of District Chief.

Nothing in this Joint Resolution shall prevent or prohibit the Board of Fire District Trustees from later decreasing the total number of officer positions through attrition.

#### ARTICLE XX

#### DISPATCHING

The Village of Windham agrees to provide dispatch services to the WVFD Joint Fire District free of charge for the period of ten (10) years and renewable year-to-year thereafter.

#### ARTICLE XXI

#### WATER

The Village of Windham agrees to provide water resources to the WVFD Joint Fire District free of charge, as long as the Village of Windham retains ownership of the water facility, for the duration of this agreement or until otherwise specified by amendment to this agreement by the Board of Trustees.

The WVFD Fire District Board of Trustees shall implement policies to utilize dry hydrants to the extent that is practical to minimize usage of the water facility.

#### ARTICLE XXII

#### EFFECTIVE DATE

#### **Section 1 - Effective Date**

The effective date of this resolution creating the Joint Fire District, for all purposes whatsoever (whether used for purposes of reference or computation herein or hereafter), shall be January 1, 2010.

ARTICLE XXIII

AMENDMENTS

**Section 1 - Amendments to Rules and Regulations**

This Resolution shall be amended at any meeting of the Fire District Board of Trustees called for that purpose by the unanimous vote of the Board of Trustees.

ARTICLE XXIV

ADDITIONAL COMPENSATION

Under this Joint Resolution set forth the Village of Windham has agreed to pay an annual amount of \$7,000.00 for five years to the Joint Fire District commencing on January 1, 2010 and ending on December 31, 2014. The bi-annual amount of \$3,500.00 will be paid on January 31<sup>st</sup> and July 31<sup>st</sup> of each year.

The Village shall also receive 100% of these cash payments that the Village of Windham contributed to the Joint Fire District should it disband within five years.

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Vote of Council: Ayes: Mrs. Barrett, Mr. Garrett, Mrs. Meszaros, Mrs. Rininger, Mr. Slusher, Mr. Snyder. Nays: None.

Passed as an emergency on the 22<sup>nd</sup> day of September, 2009.

IN WITNESS WHEREOF, the Village of Windham has hereunto adopted the Joint Resolution as of the 22nd day of September, 2009.

VILLAGE OF WINDHAM

\_\_\_\_\_ Mayor

\_\_\_\_\_ Clerk

\_\_\_\_\_ Village Solicitor

IN WITNESS WHEREOF, the Windham Township has hereunto adopted the Joint Resolution as of the 22nd day of September, 2009.

WINDHAM TOWNSHIP

\_\_\_\_\_ Trustee

\_\_\_\_\_ Trustee

\_\_\_\_\_ Trustee

Station Inventory Item Number

| Township 53.51% |     |     | Items to be split by districts |     |     |     |     | Village 46.49% |     |     |
|-----------------|-----|-----|--------------------------------|-----|-----|-----|-----|----------------|-----|-----|
| A               | B   | C   | D                              | E   | F   | H   | I   | J              | K   | L   |
| 1               | 6   | 360 | 226                            | 279 | 332 | 8   | 206 | 25             | 7   | 361 |
| 2               | 15  | 362 | 227                            | 280 | 333 | 9   | 222 | 28             | 19  | 363 |
| 3               | 22  | 364 | 228                            | 281 | 334 | 10  | 225 | 29             | 23  | 366 |
| 38              | 24  | 367 | 229                            | 282 | 335 | 11  | 357 | 30             | 33  | 368 |
| 43              | 35  | 374 | 230                            | 283 | 336 | 12  | 359 | 31             | 36  | 376 |
| 44              | 41  | 386 | 231                            | 284 | 337 | 13  | 365 | 34             | 42  | 387 |
| 45              | 46  | 422 | 232                            | 285 | 338 | 14  | 369 | 37             | 48  | 423 |
| 51              | 49  | 424 | 233                            | 286 | 339 | 16  | 370 |                |     |     |
| 52              | 50  | 426 | 234                            | 287 | 340 | 17  | 371 | 47             | 53  | 427 |
| 54              | 55  | 432 | 235                            | 288 | 341 | 18  | 372 | 66             | 59  | 433 |
| 57              | 60  | 438 | 236                            | 289 | 342 | 20  | 375 | 79             | 61  | 441 |
| 62              | 68  | 442 | 237                            | 290 | 343 | 21  | 377 | 92             | 69  | 446 |
| 63              | 70  | 447 | 238                            | 291 | 344 | 26  | 378 | 93             | 71  | 450 |
| 64              | 72  | 459 | 239                            | 292 | 345 | 27  | 379 | 97             | 74  | 460 |
| 65              | 74  | 461 | 240                            | 293 | 346 | 32  | 381 | 98             | 80  | 462 |
| 67              | 81  | 465 | 241                            | 294 | 347 | 39  | 382 |                |     |     |
| 77              | 82  | 466 | 242                            | 295 | 348 | 40  | 383 | 106            | 83  | 467 |
| 78              | 84  | 469 | 243                            | 296 | 349 | 56  | 385 | 107            | 85  | 470 |
| 86              | 94  | 484 | 244                            | 297 | 350 | 58  | 419 | 108            | 96  | 486 |
| 87              | 101 | 500 | 245                            | 298 | 351 | 73  | 421 | 111            | 102 | 502 |
| 88              | 104 | 507 | 246                            | 299 | 388 | 76  | 425 | 123            | 109 | 509 |
| 89              | 112 | 510 | 247                            | 300 | 389 | 90  | 428 | 127            | 115 | 511 |
| 95              | 121 | 513 | 248                            | 301 | 390 | 91  | 429 | 130            | 124 |     |
| 118             | 128 | 518 | 249                            | 302 | 391 | 99  | 431 |                |     |     |
| 119             | 129 | 519 | 250                            | 303 | 392 | 100 | 437 | 147            | 132 |     |
| 122             | 133 | 522 | 251                            | 304 | 393 | 103 | 440 | 148            | 134 |     |
| 125             | 135 |     | 252                            | 305 | 394 | 105 | 443 | 151            | 136 |     |
| 126             | 138 |     | 253                            | 306 | 395 | 110 | 444 | 157            | 139 |     |
| 131             | 140 |     | 254                            | 307 | 396 | 113 | 445 | 185            | 141 |     |
| 142             | 149 |     | 255                            | 308 | 397 | 114 | 448 | 208            | 150 |     |
| 146             | 152 |     | 256                            | 309 | 398 | 116 | 449 | 209            | 153 |     |
| 159             | 158 |     | 257                            | 310 | 400 | 117 | 451 |                |     |     |
| 205             | 160 |     | 258                            | 311 | 401 | 120 | 452 | 218            | 161 |     |
| 207             | 162 |     | 259                            | 312 | 402 | 137 | 463 | 221            | 163 |     |
| 352             | 164 |     | 260                            | 313 | 403 | 143 | 464 | 373            | 165 |     |
| 356             | 166 |     | 261                            | 314 | 404 | 144 | 468 | 380            | 167 |     |
| 430             | 171 |     | 262                            | 315 | 405 | 145 | 471 | 384            | 175 |     |
| 434             | 176 |     | 263                            | 316 | 406 | 154 | 472 | 399            | 177 |     |
| 435             | 178 |     | 264                            | 317 | 407 | 155 | 473 | 420            | 180 |     |
| 436             | 182 |     | 265                            | 318 | 408 | 156 | 475 |                |     |     |
| 453             | 183 |     | 266                            | 319 | 409 | 168 | 477 | 439            | 184 |     |
| 454             | 187 |     | 267                            | 320 | 410 | 169 | 479 | 485            | 188 |     |
| 455             | 189 |     | 268                            | 321 | 411 | 170 | 480 | 488            | 190 |     |
| 456             | 192 |     | 269                            | 322 | 412 | 172 | 481 | 489            | 195 |     |
| 458             | 197 |     | 270                            | 323 | 413 | 173 | 482 | 493            | 198 |     |
| 474             | 200 |     | 271                            | 324 | 414 | 174 | 483 | 494            | 201 |     |
| 476             | 202 |     | 272                            | 325 | 415 | 179 | 496 | 497            | 204 |     |
| 487             | 210 |     | 273                            | 326 | 416 | 181 | 501 |                |     |     |
| 490             | 211 |     | 274                            | 327 | 417 | 186 | 503 | 498            | 212 |     |
| 491             | 213 |     | 275                            | 328 | 418 | 191 | 504 | 499            | 214 |     |
| 492             | 215 |     | 276                            | 329 | 529 | 193 | 505 | 515            | 216 |     |
| 495             | 217 |     | 277                            | 330 | 530 | 194 | 506 | 516            | 219 |     |
| 508             | 220 |     | 278                            | 331 | 531 | 196 | 520 | 517            | 223 |     |
| 512             | 224 |     |                                |     |     | 199 | 525 | 526            | 353 |     |
| 514             | 354 |     |                                |     |     | 203 |     | 527            | 355 |     |
| 521             | 358 |     |                                |     |     |     |     |                |     |     |
| 523             |     |     |                                |     |     |     |     | 528            |     |     |
| 524             |     |     |                                |     |     |     |     |                | 4   |     |
| 532             |     |     |                                |     |     |     |     |                | 5   |     |

Asset Inventory Item & Amount

| Township 53.51%            |            |
|----------------------------|------------|
| Cash                       | 65,639.44  |
| 1993 KME Pumper Tanker     | 95,000.00  |
|                            | 32,983.00  |
| 2005 International Tanker  | 133,905.00 |
|                            | 7,458.00   |
| 2001 Ambulance             | 41,000.00  |
|                            | 21,000.00  |
| 2007 Ford F350 Grass Truck | 24,244.00  |
|                            | 2,843.00   |
|                            | 424,072.44 |
|                            | 53.49%     |
| Village 46.49%             |            |
| Cash                       | 179,538.52 |
| 1991 E-One Pumber          | 40,000.00  |
|                            | 19,481.00  |
| 2006 Ambulance             | 88,781.00  |
|                            | 21,000.00  |
| 1987 Step Van              | 4,900.00   |
|                            | 7,537.00   |
| 1987 Jeep CJ7              | 5,800.00   |
| 1992 John Deer Gator       | 1,100.00   |
| 2004 Top Hat Trailer       | 597.00     |
|                            | 368,734.52 |
|                            | 46.51%     |

- 1) Items numbered 529-531 to go with respective radios and items number 226-351 and 388-418 excluding 399 Township and Village agreed to split with odd amounts going to the Township, consisting of 157 items As represented in columns D,E and F
  - 2) Township picked 59 Village picked 52 As represented in columns A and J
  - 3) 109 items of the items remaining had more than one item they will be split the odd amounts going to the Township. As represented in columns H and I
  - 4) 152 remaining items the first two picks were given to the Village to put them back in appropriate placing the Village received 72 items and the Township 81 (B,C,K,L) As represented in columns B, C, K and L
- 532 total items  
269 items to be split by districts
- 263 items remaining  
141 to the Township 53.61%  
122 to the Village 46.38%

Note: items 1 and 2 are as the districts picked and agreed to items 3 and 4 are as districts directed the Auditor to do