

Minutes and proceedings of the meeting of the Town Council of the Town of Hope, Indiana.

Be it remembered that the Town Council of the Town of Hope, Indiana held called meeting at the Hope Town Hall in said town at 5:30 p.m. on October 12, 2015.

A quorum was declared present based on the presence of the following council members: Jonathan Titus (President), Clyde Compton (Vice-President), Jerry Bragg and Ohmer Miller. Clerk Treasurer, Diane Burton was also present. Absent: Greg Sims

Purpose of meeting: Working Session

The meeting was called to order by Jonathan Titus.

HOPE VOLUNTEER FIRE DEPARTMENT MOU

Jonathan stated this meeting has been publicized as a working session for the purpose of trying to work out an agreement with the fire department. It is officially an open meeting, but for the purposes of trying to accomplish things tonight, I do not intend to take comments and questions from anyone other than the fire department or the council members so that we can stay focused. I am going to ask that the fire department and the council continue, what I think we began last week, to be respectful of each other. We're here tonight to work something out. I think it is important that we consider the term compromise. A compromise towards a mutually beneficial goal of providing fire protection for the citizens of Hope. This may be way off base but I going to say this because it keeps popping in my mind. I learned a long time ago at least from my faith perspective when I feel like God is giving me something, I need to consider sharing it with others. What I am thinking about is a marriage analogy here. If I demand my way all the time, I might get something in the short term but I don't have a happy marriage. Sometimes I have to lose in order to win. That's the kind of attitude I am bringing here tonight. I don't have to get everything I would like tonight. Obviously there are things I want but I am just one voice, one member of this council. We have the rest of the council to consider. We have the fire department to consider. I am still married to my best friend after many years because I have lost a few in order to win the big one. Greg is unable to be with us because of his job. I do have an email from him stating some things he feels strongly about. If necessary, I will read you portions of that. Last meeting we heard some good comments both from the fire department and from the public. I do want to acknowledge those comments. I think they gave us some things to think about going forward.

Ohmer stated I feel like the eyes of the community are on us today. It's not only the community, it's the county and adjoining counties as well. This has been a pretty hot topic. Most of us want to come to a conclusion, want to come to terms. I think there are a few that don't. My commitment today is to find a common ground with the Hope Volunteer Fire Department. I have no hidden agenda and I seek to resolve the prior conflict and move on. That's my goal and I hope we can accomplish that today.

Jonathan stated I think sometimes we get so caught up in the numbers and the letters on the Memorandum of Understanding that was first presented. I would like to read into the record the fourth paragraph which begins "Whereas, the Town desires to make some payments to the Hope Volunteer Fire Department so that the HVFD can continue to provide fire protection services to the Town. I think

sometimes that has gotten lost in translation. It's always been our desire to try to help the fire department take care of firefighting expenses.

Jonathan suggested adding the following things to the MOU. They are:

- 1) The town will assist the HVFD with grant writing by making our grant writing service, Ara, available to them.
- 2) The town will via its website & Facebook page promote all HVFD fundraisers.

It was a consensus of the council and the fire department to add both items to the MOU.

Randy Wood announced who would be speaking for the fire department tonight which includes: Pete King's paralegal, Randy Wood, Adam Mathis, Ken Chandler and Chad Emmitt.

Jonathan suggested they work through the MOU from top to bottom and discuss each item in order.

1. The Town or the HVFD may terminate this arrangement at any time upon 30 days written notice to the other party.

Jonathan stated one thing we said verbally last meeting is that we would be willing to extend this until the legal issue is resolved. If what we have budgeted is approved which will be in January, there will potentially be more money available next year. We would have to consider amending it at that point. It was decided to add the following:

This agreement will remain in force until the legal case involving the South Street property is resolved. Adjustment in budgeted amount may be made if budgeted amount is approved by the State. Once the litigation is resolved, negotiations for a contract will begin.

2. The Town will consider payment of the following 2015 operating expenses:
 - a. Utilities for the Harrison Street location only
 - b. Building expenses for the Harrison Street location only
 - c. Insurance expenses for the Harrison Street location only
 - d. Supplies
 - e. Fire Equipment
 - f. Fuel
 - g. Training for fire fighters
 - h. Clothing/fuel allowances for fire fighters
 - i. Repair of vehicles
 - j. Office equipment expenses for the Harrison Street location only
 - k. Fire Prevention and Promotion
 - l. Taxes and fees associated with the Harrison Street property only.

Ohmer stated he has concern with the wording "the Town will consider payment". He feels it should be changed to "the Town will pay the following 2015 operating expenses". Clyde questioned if the amount needs to be included in this section. Jonathan answered as long as we have the figures on the second page. I know Paula, Diane, Mel and Cindy worked on this. Randy suggested adding "in accordance with #7" to it.

Kenny asked what if something comes up that is not listed here but that is a valid expense. Jonathan asked for an example. Kenny stated he didn't really have an example. Jonathan answered I think we can't. It's too broad. There are a couple on three that we have considered moving up.

Everyone agreed that items a – l are okay.

Ohmer suggested adding an m that will state all expenses occurred during the 2015 year with valid receipts. That is going to address a through l. This will cover expenses from January 2015 until the MOU is signed which will be up to \$52,000 if receipts can be provided.

Clyde stated he doesn't feel comfortable with that because on June 1st they dropped the ambulance service. I think there should be a penalty for not doing the ambulance service. Clyde feels a lot of the runs are medical which they will no longer be providing that service. Adam stated we are still responding to those calls. Clyde responded he has a record of their runs. Adam answered I know where you are getting that from and it's not accurate. The process of the fire department's runs was discussed. Adam stated the difference now is we no longer transport. Clyde stated it was mentioned that they may be selling their ambulance. Randy answered our fire trucks are Basic Life Support non transport certified. Clyde asked is it not true that when they dispatch, they are already sending an ambulance out here. Adam confirmed. Adam stated that is protocol. Ohmer and Jerry agreed to retroact back to the first of the year to accommodate for the expenses that the fire department have already had to pay. Jonathan stated we are asking the clerk treasurer to do a little more work. We are asking you to do a little more work too because those receipts will have to be forthcoming. Kenny asked for clarification. Kenny asked let's say they go through the first three quarters which will \$51,750. If they only incurred expenses of \$40,000 at that point and time and then the last quarter they get hit with lots of bills that takes us up to or even beyond \$69,000. Will they be entitled to that amount up to the \$69,000 even though they exceed the \$17,250 for that quarter? Ohmer answered I feel like if you provide receipts that the town should be responsible for the \$69,000 throughout the period of 2015. The council agreed. Jonathan asked Diane how difficult will that be from your perspective. Diane answered that is fine. That's what needs to be done if this is what is decided upon. As long as it definitely doesn't go over the \$69,000 for the year and it needs to go at the pace that's decided upon in the MOU. That's what I am going to have to go by. Jonathan asked Diane about what Clyde had brought up about making payments monthly. Diane answered yes. We have talked about that. As a matter of fact Cindy redid it to state that because when they worked on this they were going by what was in the contract not really thinking about the fact that they are going to have utilities and bills that are going to have to be paid monthly. In my opinion, I don't see a problem with monthly at all. It's probably necessary actually. Diane suggested breaking it up into a monthly amount on the MOU. Diane stated if that's how it's going to be handled, that's how it needs to be written. So every month if they don't spend it one month, they can spend it the next month as long as they don't go past in where you are at in the year. Discussion on that process. Clyde stated he

does not agree with the amount of \$69,000 because after dropping ambulance service they are doing smaller percentage of job but to proceed he wouldn't vote against it. Clyde stated I'm not going to make that a sticking point at this point in time. The next contract I probably will. Kenny asked are you saying that you would rather the department not make any of the first responder's runs, accidents, and illness, whatever the case may be. Clyde answered no. That is up to them. Chad stated we can still do the exact same work on the scene as we had with the ambulance. Randy explained their process for clarification. Adam added we do basic life support. They do advanced life support. More discussion on their process.

Jonathan stated let's go back to the contract that we had last year. A provision in it states "the fire department will make diligent effort to do the following: To make 50% of all ambulance dispatch calls within the town of Hope." Jonathan asked even without the ambulance, have you basically done this. Randy confirmed. Randy stated the number of runs is still going to be the same. Jonathan stated he would go along with letter m. Ohmer stated he also wanted to add the letter n. Under #2, I would like to include CPA expenses for the HVFD. Jonathan clarified you are stating to move 3 d under 2 and make it n. Ohmer confirmed. The council agreed. Ohmer stated he also wants to add an o. I think you guys need legal representation. I think you should be paid for some of your legal representation too. I have down here any and all legal expenses. Jerry stated he does not agree. Clyde stated I do not agree. Jonathan stated I'm with Jerry and Clyde on this in principal. Jonathan stated in their budget I believe in the past you did have a budgeted amount for legal fees. I would be willing to consider whatever that amount has been. The fire department stated the amount is \$3,000. Jonathan added Greg stated in his email that he did not want to see any taxpayers' money paying for legal issues. Kenny asked if you as the town and you individually on the board was sued for anything, would you go in with the court of law without legal representation. Clyde stated that really is not the issue. Whatever this town does, has nothing to do with us and the fire department. I'm still totally against it. Kenny said I think what you are saying is you are expecting them to represent themselves. Jonathan stated my concern Kenny, and we can disagree, that is a third party situation. I would almost feel like we were definitely picking sides and I would not want the judge or jury to necessarily see that. I think we need to stay separate regardless of our personal feelings. I think we need to keep in mind the town's best interest and that's why I have had an issue with that all along. I would suggest it say "The town will pay legal expenses not to exceed \$3,000". Clyde stated I do not have a problem with it if it could not be used for the legal expenses on the new building. Jerry agreed.

3. The Town will not make payments for the following:
 - a. Any legal fees of the HVFD
 - b. Any expenses associated with the new building
 - c. Any outstanding loans or mortgages of the HVFD
 - d. Any CPA expenses of the HVFD
 - e. Any expenses associated with the ambulance service.

Jonathan stated on number 3 that is going to strike a. The council agreed. The council agreed to keep b and c which will become a and b. Jonathan stated we will strike d because we moved it up as n. We would strike e as well. The council agreed.

4. The HVFD shall turn vendor claims in to the Clerk-Treasurer on the Wednesday preceding each Town Council meeting. Said meetings currently occur on the third Monday of each month, unless otherwise scheduled by the Clerk-Treasurer.

Diane stated I will need the claims by Tuesday in order to send the report to the council on Wednesday. Randy stated myself I don't like to deal with us turning in a claim and the town council making a decision on whether it gets paid or not. Jonathan stated I feel right now that this is the best way. You guys might find that this works. I think that some of the criticism at least from some people in town is because they just didn't know where things are going. Claims are public record. Honestly we trusted Shirley when she submitted them. We've trusted Diane. I can only remember one time during my entire service to this council that we've rejected a claim. Randy asked what if we have a claim that we need paid before you guys make a decision on it. Diane stated I can only pay claims after they are approved by council. I have a blanket of just a few items. You would have to call a meeting to approve that claim. Jonathan stated we have done that. It would be a case where the treasurer would have to come in and explain the situation to Diane. We would have to call a meeting with 48 hour notice. We have to post the meeting. It has to go to media. I personally would not have an issue if you have vendor stating I've got to be paid now, of having a called meeting. Randy asked if it needed to be listed in the MOU. Cindy stated Jonathan, you have the ability to call a meeting as president with 48 hour notice under state law. We couldn't change that in the contract anyway. Jonathan stated our standard meeting is the 3rd Monday. Claims are then due the 2nd Tuesday.

5. All claims must be recommended for payment by the Clerk-Treasurer and must be approved by the Town Council.

Jonathan stated I think #5 needs to stay in there. Jonathan stated I hope the fire department understands that the clerk treasurer generally recommends them. I don't think Diane has ever not recommended that the pay a claim. Diane stated you (fire department) have the list of what the council will approve to pay. As long as everything falls under that list there wouldn't be a reason for denial. The council agreed that #5 needs to stay.

6. The Clerk-Treasurer shall pay claims directly to the vendor.

Jonathan stated I think 6 is good at least for the time being. Ohmer stated if the HVFD has a bill that they have paid is there any reason why they can't be reimbursed for it. Jonathan agreed if they have already paid it. Ohmer stated I think Diane has enough work without having to write all these checks to the vendors. Jonathan stated I think 6 going forward needs to stay the same but if it's one of those we've agreed we would pay from earlier in the year then obviously she would need to pay the fire department because they have already paid that. Cindy stated I think we can work that into 6. Add "If the vendor has already been paid by the HVFD, the department will be reimbursed directly." Jonathan clarified prior to September 30th. Clyde and Jerry agreed. Ohmer stated I still have an issue with paying claims directly to vendor because in some cases they are going to charge a late fee because we are not meeting in accordance to their needs. Mel asked what vendor doesn't give you 30 days. Matthew stated insurance.

Jonathan stated I think this is one I am going to say let's stick with what we've got. Clyde and Jerry agreed to stick with #7. Kenny asked presumably then Diane would put together a schedule of what's been paid by expense allocation. Diane stated I would think they will want to make copies of anything that is getting submitted. If you are putting it into QuickBooks or whatever just because we are paying them directly, you can still state it is for supplies or whatever category applies. Kenny answered I was hoping you would do that. It's all manual. Diane answered with my system I can't separate fire department from all of our other claims.

7. The Town will pay approved claims up to \$17,250.00 quarterly, to a maximum of \$69,000.00 for 2015. Payments of approved claims shall be made in March, June, September and December.

Jonathan stated on #7 we want to change it from quarterly to a monthly amount, correct. The council agreed.

8. The claims will be paid from the Fire Department Contract Appropriation #101004311.

Jonathan stated #8 is just kind of protocol since that has essentially already been established. The council agreed.

9. The parties agree that the Fire Fighters Advisory Council shall remain intact and continue to meet.

Clyde stated I'm not sure it's doing any good. Clyde asked Randy, do you have a problem with this emergency committee? I know you were griping about one member. We can't just put in people just so that you're pacified. Randy stated I think for the contract or for the MOU we need like a five member committee. Two from the council, two from the fire department and a mediator. That way we are not going through this big board of 15 people. Jonathan stated I want the Emergency Services Committee to remain because I think there are some potential there for some really good things as we look at the overall umbrella. I don't know if it necessarily needs to be an item here. I think it's something we can talk about for the contract. I think there are more important things in this MOU that we need to move on and get done right now. Mel said the contract that came to us from their attorney had the Fire Fighter's Advisory Council listed in their counter offer to us. Randy clarified the advisory council that was in this new one says that we would appoint somebody, you would appoint somebody and there would be a third party. Mel said at the last Emergency Services Meeting, we really had a good discussion and I don't think we even talked about fire. Jonathan replied and that's why I would like to see it continue but I don't think it needs to necessarily be a part of the MOU right now. I think we need to agree that it is a potentially good thing for the town. It may involve discussions of firefighting but it may also very easily be on police, relationships with other agencies. I think there is potential there to do some good work. As long as the focus isn't just on the fire department. Ohmer stated let's take the advisory council off the MOU. Let's have a four person committee that is going to be developed between a couple from your side and a couple of people from our side that's going to get together to review receipts. That will be our little council that will meet and submit those claims to our clerk treasurer and to the council and see if we can get you some money immediately. Diane suggested we don't need a board to approve claims

as long as it is on the list, it will go through the regular claim process. We still can't approve a claim without it going through the process of a public meeting. Jonathan stated my concern is that will slow things down. I think going forward this would be a good thing. I don't think it necessary needs to be in here. The Fire Fighter's Advisory Council as is has become the Emergency Services Advisory Council so it's not just based on firefighting. I don't know if it needs to be a part of this agreement. The council agreed to strike number 9. Jonathan stated we agree that going forward we will look to develop one just for the fire department and council. Jonathan informed Cindy of 9 and 10 since she was not here when they were discussed. Mel stated I see a lot of new faces here tonight and I think no matter how long you have been a part of the Hope Volunteer Fire Department, I think they should stand up and see how many showed up. This is great (applause). Jonathan asked are we comfortable having our attorney taking her notes and putting together a rough draft within two or three days. Can you have a meeting? Randy answered we are planning on a meeting Thursday night. Randy asked if she could have it ready by then. Cindy confirmed. Jonathan stated if you can vote on it Thursday. You bring it to the council on Monday. We can vote on it Monday. Cindy will send a copy to Kelly (King's paralegal). Kelly will then send it to the fire department. Jonathan asked for that to be tentatively put on the agenda. Jonathan asked Clyde if he felt we had something that we could work with. Clyde agreed. Clyde added I would like to state if this doesn't come through by the next meeting, we need to start doing something else. There should be a limitation. If nothing is done by the end of the meeting Monday, we need to take it off the table, be done with it and start over. Ohmer stated I think we have done some very good work in here today. The commitment you guys have made to us. I'm hoping this is a positive step with everybody involved. I'm pleased. Jonathan stated thank you all for being here tonight.

Meeting adjourned at 7:00 p.m.

Attest
