



CITY OF NEW HAVEN

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AGENDA

Common Council Special Agenda

March 25, 2026, at 5:30 PM

City Hall Community Room
815 Lincoln Highway E.

I. CALL TO ORDER

- A. Welcome - please silence cell phones and other electronic devices.
- B. Pledge of Allegiance
- C. Roll Call
- D. Title VI Statement
- E. Approval of Minutes from the previous meeting

II. STANDING COMMITTEE REPORTS

III. UNFINISHED BUSINESS

IV. NEW BUSINESS

- A. Introduction of a resolution titled, Resolution by the Common Council of the City of New Haven, Indiana, to Correct Scrivener's Error.
- B. Introduction of a Resolution titled, New Haven Council Declaratory Resolution for the Designation of Economic Revitalization Area NO.NH-121 Application of Cedar Farm East, LLC.
- C. Introduction of a resolution titled, Resolution to Transfer City Funds Between Accounts for the Year 2026
- D. Approval of Interlocal Cooperation Agreement
- E. Introduction and first reading of an ordinance titled, Ordinance to Expand the Woodburn-New Haven Fire & EMS Protection Territory to Include the Northeast Allen County Fire Protection District, the Northwest Allen County Fire Protection District, the Southwest Allen County Fire Protection District, and the West Central Allen County Fire Protection District

V. ANY OTHER BUSINESS THAT MAY PROPERLY COME BEFORE THE COUNCIL

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

MEMBER	TERM
Matt Newbauer, 1st District	1/1/24-12/31/27
Jeff Turner, 2nd District	1/1/24-12/31/27
Craig Dellinger, 3rd District	1/1/24-12/31/27
Mike Mowery, 4th District	1/1/24-12/31/27
Amelia Gascoigne, 5th District	1/1/24-12/31/27
Bob Byrd, Council-At-Large	1/1/24-12/31/27
Terry Werling, Council-At-Large	1/1/24-12/31/27

Meetings are archived and can be viewed live at <https://newhavenin.portal.civicclerk.com/>.

March 3, 2026

MINUTES OF A REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF NEW HAVEN, INDIANA

The Common Council of the City of New Haven Indiana met in the City Hall Community Room on the March 3, 2026 at the hour of 5:30 PM in a Regular session in accordance with the rules of the Council.

I. CALL TO ORDER

The meeting was called to order by Mayor Steve McMichael who presided.

- A. Welcome - please silence cell phones and other electronic devices.
- B. Pledge of Allegiance

Mayor Steve McMichael asked everyone to stand and recite the Pledge of Allegiance.

- C. Roll Call

On the call of the roll, the members of the Common Council were shown to be present or absent as follows:

Present: Terry Werling, Amelia Gascoigne, Jeff Turner, Craig Dellinger, Mike Mowery, and Bob Byrd. Matt Newbauer arrived at 5:35 p.m.

Absent: none

Also Present: Mayor Steve McMichael, and Council Attorney Steve Harrants

- D. Title VI Statement
- E. Approval of Minutes from the previous meeting

Terry Werling made a motion to approve the minutes from the previous meeting, Craig Dellinger seconded the motion, and the motion was approved by the following vote:

Ayes: Terry Werling, Amelia Gascoigne, Jeff Turner, Craig Dellinger, Mike Mowery, and Bob Byrd

Nayes: None

1. Approval of minutes from the 02/17/2026 meeting

II. STANDING COMMITTEE REPORTS

III. UNFINISHED BUSINESS

IV. NEW BUSINESS

- A. Public hearing and introduction of a resolution titled, Additional Appropriation for Fund #4444 Fire Protection Equipment Replacement Fund

Under New Business item A, was a public hearing and introduction of a resolution titled, Additional Appropriation for Fund #4444 Fire Protection Equipment Replacement Fund. Mayor Steve McMichael opened the public hearing for comments, the first call with no comments. Second call with no comments. After the third and final call with no comments, Mayor Steve McMichael declared the public hearing closed. Craig Dellinger made a motion to approve, by title only, a resolution titled, Additional Appropriation for Fund #4444 Fire Protection Equipment Replacement Fund. Jeff Turner seconded the motion, and the motion was approved by the following vote:

Ayes: Terry Werling, Amelia Gascoigne, Jeff Turner, Craig Dellinger, Mike Mowery, and Bob Byrd

Nays: None

Clerk Treasurer Angela Hamrick read by title only and numbered resolution R-26-12 a resolution titled, Additional Appropriation for Fund #4444: Fire Protection Equipment Replacement Fund.

- B. Presentation from Chief Robert Boren regarding the Allen County Fire District

Chief Robert Boren made a presentation regarding the Allen County Fire District.

- C. MYAC Presentation on Guardian Park Plan Details and Fundraising Progress

The Mayors Youth Advisory Council leaders, Jesus Chamarro, Darwin Lopez and Arianna St. John-Jones made a presentation regarding Guardian Park plans and details.

V. ANY OTHER BUSINESS THAT MAY PROPERLY COME BEFORE THE COUNCIL

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

Terry Werling made a motion to adjourn the meeting, Jeff Turner seconded the motion, and the meeting was adjourned.

Steven McMichael
Presiding Officer

Angie Hamrick
Clerk Treasurer

RESOLUTION R-26-_____

RESOLUTION BY THE COMMON COUNCIL OF THE CITY OF NEW HAVEN, INDIANA,
TO CORRECT SCRIVENER'S ERROR

WHEREAS, the Common Council of the City of New Haven, Indiana, adopted Resolution R-26-11 dated March 3, 2026, which contained a scrivener's numbering error incorrectly identifying the Resolution R-26-11 when it should have been titled R-26-12: and,

WHEREAS, a Resolution is required to correct the Scrivener's error: and,

WHEREAS, a corrected copy of the Resolution which is amended is attached.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of New Haven, Indiana that Resolution previously numbered R-25-11 dated March 3, 2026, shall now be numbered R-26-12.

Dated this ____ day of _____, 2026, by the Common Council of New Haven, Indiana.

Presiding Officer

ATTEST:

Angela Hamrick, Clerk Treasurer

RESOLUTION NO. R-26- 11

Additional Appropriation for Fund #4444 Fire Protection Equipment Replacement Fund

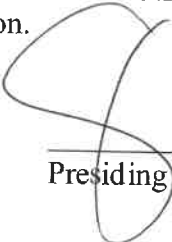
WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget; now, therefore:

Sec. 1 Be it ordained by the New Haven City Council of the City of New Haven, Allen County, Indiana, that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to laws governing the same.

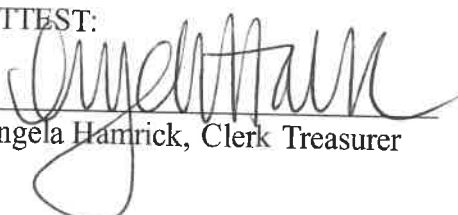
Fund Name: Fund 4444 Fire Protection Equipment Replacement Fund
Major Budget Classification: 40000 Capital Outlays
Amount Requested: \$650,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NEW HAVEN, ALLEN COUNTY, INDIANA, an additional appropriation of \$650,000.00 is necessary to pay bills for the Fire Protection Equipment Replacement Fund, specifically, Major Classification 40000 Capital Outlays.

This Resolution shall be in full force and in effect from and after its passage and signing by the Mayor and legal publication.

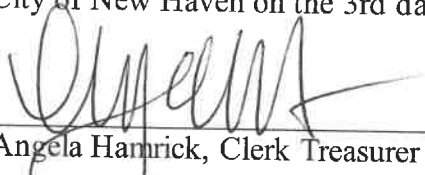


Presiding Officer

ATTEST:


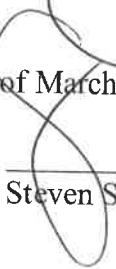
Angela Hamrick, Clerk Treasurer

Presented by me to the Mayor of the City of New Haven on the 3rd day of March 2026 at the hour of 5:32 p.m.



Angela Hamrick, Clerk Treasurer

Approved and signed by me on the 3rd day of March 2026, at the hour of 5:32 p.m.



Steven S. McMichael, Mayor

RESOLUTION NO. _____

**NEW HAVEN CITY COUNCIL
DECLARATORY RESOLUTION
FOR THE DESIGNATION OF
ECONOMIC REVITALIZATION AREA NO. NH-121
APPLICATION OF CEDAR FARM EAST, LLC**

WHEREAS, the City of New Haven has been requested by the owner of record thereof to find pursuant to I.C. 6-1.1-12.1-2 that the following described real estate is an Economic Revitalization Area:

See Exhibit A

WHEREAS, said described property is located within the jurisdiction of the New Haven City Council for purposes set forth in I.C. 6-1.1-12.1-2 and is also located within the Interstate 469 and US 24 Economic Development Area and Allocation Area (TIF District); and

WHEREAS, I.C. 6-1.1-12.1-2(k) requires that if property located in an economic revitalization area is also located in an allocation area, a taxpayer's statement of benefits concerning that property may not be approved under this chapter unless a resolution approving the statement of benefits is adopted by the legislative body of the unit that approved the designation of the allocation area;

WHEREAS, this Council has determined, based on the information provided by the applicant, that the real estate has become undesirable for, or impossible of, normal development and occupancy inasmuch as it consists of undeveloped and underutilized land that has experienced a prolonged lack of development and cessation of growth. The property has generated minimal economic activity, employment, or tax revenue, and its continued lack of development has impaired its value and intended use. The proposed designation will facilitate needed industrial development and reinvestment consistent with the City's land use plans. Additionally, the real property investment will, in the future, provide new employment opportunities for the City of New Haven and the surrounding area as well as provide long-term benefits to the tax base of Allen County; and

WHEREAS, the subject real estate complies with the general standards established by the New Haven City Council as set forth in Resolution G-20-01 adopted pursuant to I.C. 6-1.1-12.1-2 for determining "Economic Revitalization Areas" within the jurisdiction of said Council, as evidenced by the information provided in the applicant's application; and

WHEREAS, the improvement of the real estate described herein would be to the benefit and welfare of all citizens and taxpayers of the City of New Haven and Allen County, Indiana; and

WHEREAS, the subject real estate is zoned I2 according to the New Haven zoning map and that the ERA designation is contingent on Cedar Farm East, LLC conforming to the restrictions of the I2 zoning district; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of New Haven, Indiana, that the following findings are made based on the information provided by the applicant:

1. That the estimate of the number of individuals who will be employed or whose employment will be retained can be reasonably expected to result from the improvements to real estate; and
2. That the estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can be reasonably expected to result from the improvements to real estate; and
3. That any other benefits about which information was requested are benefits that can be reasonably expected to result from the improvements to real estate; and
4. That the totality of benefits is sufficient to justify the deduction.

BE IT ALSO RESOLVED, that the New Haven City Council does hereby consent to the approval of the Statement of Benefits for Cedar Farm East, LLC as the legislative body of the unit that approved the designation of the allocation area.

BE IT ALSO RESOLVED, that the New Haven City Council does not find a conflict between the approval of the Statement of Benefits, as defined in I.C. 6-1.1-12.1-3 and 6-1.1-12.1-4.5 and the previous designation of portions of that real estate as an "allocation area", as defined in I.C. 36-7-14-39.

BE IT ALSO RESOLVED by the City Council of New Haven, Indiana, that the real estate herein above described should be and is hereby declared to be an "Economic Revitalization Area" as that term is defined and intended in I.C. 6-1.1-12.1-1 through 6-1.1-12.1-9.

BE IT ALSO RESOLVED, that the designation of the property described above as an "Economic Revitalization Area" shall be limited to a time period of two (2) years as the designation applies to a deduction from the increased assessed value of real property. This limitation is established pursuant to I.C. 6-1.1-12.1-2(i)(1) and 6-1.1-12.1-2 (i)(2).

BE IT FURTHER RESOLVED, that the New Haven City Council approves the Statement of Benefits as submitted by the petitioner.

BE IT FINALLY RESOLVED, that if any part, parts, clause or portion of this Resolution shall be adjudged invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of this Resolution as a whole or any other part, clause or portion of this Resolution.

ADOPTED, this March 25, 2026, by the City Council of New Haven, Indiana.

Presiding Officer
City of New Haven

ATTEST:

Angela Hamrick, Clerk-Treasurer
City of New Haven

RESOLUTION NO R-26-__

A RESOLUTION TO TRANSFER CITY FUNDS BETWEEN ACCOUNTS FOR THE YEAR 2026

WHEREAS, the New Haven Common Council has determined that as of March 25th, 2026, there are funds available in the following fund lines which will not be expended this fiscal year 2026, and

WHEREAS, in order to properly pay these obligations, it will be necessary to authorize the transfer of these funds between accounts within the same budget,

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of New Haven, Indiana, the Clerk Treasurer is authorized to transfer the following funds between accounts within the same budget:

From	Amount	To
2201-0100-4397.00 MVH Construction/Reconstruction	\$198,000.00	2201-0100-4237.00 MVH Salt Sand and Deicer

This Resolution shall be in full force and effect from and after its passage and signing by the Mayor and legal publication.

DATED this 25th day of March 2026 by the Common Council of New Haven, Indiana.

Presiding Officer

ATTEST:

Angela Hamrick
Clerk Treasurer

INTERLOCAL COOPERATION AGREEMENT

CITY OF WOODBURN, INDIANA;
CITY OF NEW HAVEN, INDIANA;
MAUMEE TOWNSHIP, INDIANA;
MILAN TOWNSHIP, INDIANA;
JEFFERSON TOWNSHIP, INDIANA;
ADAMS TOWNSHIP, INDIANA;
NORTHEAST ALLEN COUNTY FIRE PROTECTION DISTRICT;
NORTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT;
WEST CENTRAL ALLEN COUNTY FIRE PROTECTION DISTRICT
AND
SOUTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT
(Ind. Code §36-1-7-1 et seq.)

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered into this 1st day of January, 2026, by and between CITY OF WOODBURN, INDIANA (“**Woodburn**”); CITY OF NEW HAVEN, INDIANA (“**New Haven**”); MAUMEE TOWNSHIP, INDIANA (“**Maumee**”); MILAN TOWNSHIP, INDIANA (“**Milan**”); JEFFERSON TOWNSHIP, INDIANA (“**Jefferson**”); ADAMS TOWNSHIP, INDIANA (“**Adams**”); the NORTHEAST ALLEN COUNTY FIRE PROTECTION DISTRICT (the “**Fire District**”); the NORTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT (“**Northwest**”); the WEST CENTRAL ALLEN COUNTY FIRE PROTECTION DISTRICT (“**West Central**”) and the SOUTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT (“**Southwest**”) (individually each a “**Party**” and collectively the “**Parties**”) pursuant to IC 36-1-7-2, and for the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to wit:

WHEREAS, Woodburn, New Haven, Maumee, Milan, Jefferson, and Adams entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021, (the “**2021 Interlocal Agreement**”) wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”), as further detailed in “Exhibit A”);

WHEREAS, the Town of Grabill, Indiana (“**Grabill**”); the Town of Leo-Cedarville, Indiana (“**Leo-Cedarville**”); Cedar Creek Township, Indiana (“**Cedar Creek**”); Springfield Township (“**Springfield**”); and Scipio Township (“**Scipio**”) comprised the Northeast Allen County Fire and EMS Territory by virtue of their respective ordinances, Resolutions, and Interlocal Agreement entered into on March 28, 2022, as further detailed in “Exhibit B”);

WHEREAS, the Fire District was created by the Allen County Commissioners pursuant to Indiana Code § 36-8-11-12 on December 16, 2022, by Ordinance Number 12-16-22-13, as further detailed in “Exhibit C”);

WHEREAS, Grabill, Leo-Cedarville, Cedar Creek, Springfield, and Scipio were the contiguous political subunits of government which were the initial members of the Fire District;

WHEREAS, Northwest was created by the Allen County Commissioners pursuant to Indiana Code § 36-8-11-12 on December 16, 2022, by Ordinance Number 12-16-22-15, as further detailed in “Exhibit D”);

WHEREAS, the Town of Huntertown (“**Huntertown**”), Washington Township (“**Washington**”), Eel River Township (“**Eel River**”), and Perry Township (“**Perry**”) were the contiguous political subunits of government which were the initial members of Northwest;

WHEREAS, West Central was created by the Allen County Commissioners pursuant to Indiana Code § 36-8-11-12 on December 16, 2022, by Ordinance Number 12-16-22-16, as further detailed in “Exhibit E”);

WHEREAS, Aboite Township (“**Aboite**”) and Lake Township (“**Lake**”) were the contiguous political subunits of government which were the initial members of West Central;

WHEREAS, Southwest was created by the Allen County Commissioners pursuant to Indiana Code § 36-8-11-12 on December 16, 2022, by Ordinance Number 12-16-22-14, as further detailed in “Exhibit F”);

WHEREAS, Wayne Township (“**Wayne**”), Pleasant Township (“**Pleasant**”), Marion Township (“**Marion**”), and Lafayette Township (“**Lafayette**”) were the contiguous political subunits of government which were the initial members of Southwest;

WHEREAS, on March 21, 2023, Leo-Cedarville withdrew from the Northeast Allen County Fire and EMS Territory pursuant to Leo-Cedarville’s Ordinance No. 2023-02, as a result of Leo-Cedarville’s joining of the Fire District, as further detailed in “Exhibit G”);

WHEREAS, on March 21, 2023, Scipio withdrew from the Northeast Allen County Fire and EMS Territory pursuant to Cedar Creek Township Resolution No. XX, as a result of Scipio’s joining of the Fire District, as further detailed in “Exhibit H”);

WHEREAS, on March 26, 2023, Springfield withdrew from the Northeast Allen County Fire and EMS Territory pursuant to Springfield Township Resolution No. 2023-1, as a result of Springfield’s joining of the Fire District, as further detailed in “Exhibit I”);

WHEREAS, on March 28, 2023, Grabill withdrew from the Northeast Allen County Fire and EMS Territory pursuant to Grabill’s Ordinance No. 708-2023, as a result of Grabill’s joining of the Fire District, as further detailed in “Exhibit J”);

WHEREAS, on March 28, 2023, Cedar Creek withdrew from the Northeast Allen County Fire and EMS Territory pursuant to Cedar Creek Township Resolution No. XX, as a result of Cedar Creek’s joining of the Fire District, as further detailed in “Exhibit K”);

WHEREAS, Northwest, West Central, Southwest, Woodburn, New Haven, Maumee, Milan, Jefferson, and Adams now desire to join the Fire District for economical and financial reasons;

WHEREAS, pursuant to Indiana Code § 36-8-11-11, the Fire District may add an area of coverage by following the same procedure as is provided for the establishment of the Fire District;

WHEREAS, the Parties desire for an orderly and economical transition of EMS and fire protection services which are currently provided to Northwest, West Central, Southwest, Woodburn, New Haven, Maumee, Milan, Jefferson, and Adams through the Territory to the Fire District (the “**Purpose**”);

WHEREAS, to most efficiently carry out the Purpose and avoid any lapse in services provided to the Covered Areas, the Parties agree that it is in their best interest to have all Parties join the Territory until and ultimately withdrawal, as set forth herein; and

WHEREAS, the Parties, to accomplish the Purpose, desire to (1) amend the 2021 Interlocal Agreement; (2) provide for the orderly withdrawal of the participating units (as then constituted following the amendment of the 2021 Interlocal Agreement by this Agreement) from the Territory; and (3) following the withdrawal of all the participating units from the Territory, the Parties will ensure that the Fire District’s coverage area is expanded to provide EMS and fire protection services to Northwest, West Central, Southwest, Woodburn, New Haven, Maumee, Milan, Jefferson, and Adams.

NOW, THEREFORE, in consideration of the mutual promises and covenants the set forth herein, the Parties agree as follows:

Article I: EFFECTIVE DATE AND TERM.

1. Effective Date. This Agreement shall become effective and binding upon the Parties on the last date when all Parties’ duly authorized representatives have signed this Agreement and following the recordation thereof according to law (“**Effective Date**”).

2. Term. This Agreement shall be effective as of the Effective Date and continue in effect until the purpose of this Agreement has been satisfied (the “**Term**”).

Article II: AMENDMENTS TO THE 2021 INTERLOCAL AGREEMENT

The 2021 Interlocal Agreement is amended pursuant to the forgoing terms. Any terms from the 2021 Interlocal Agreement not amended under the terms of this Agreement shall remain the same. If any provision of the 2021 Interlocal Agreement and this Agreement conflicts, the terms of this Agreement shall prevail.

1. BOUNDARIES. Subject to the terms of this Agreement, the areas constituting the 2021 Interlocal Agreement is amended such that the Territory shall include the Fire District's coverage area (Grabill, Leo-Cedarville, Cedar Creek, Springfield, and Scipio); Northwest's coverage area (Huntertown, Washington, Eel River, and Perry); West Central's coverage area (Aboite and Lake); Southwest's coverage area (Wayne, Pleasant, Marion, and Lafayette); Woodburn; New Haven; Maumee; Milan; Jefferson; and Adams (and in each case of the foregoing Townships—excluding those incorporated areas within the City of Fort Wayne, Indiana, as of the Effective Date, pursuant to Indiana Code § 36-18-11-22) (the “**Covered Areas**”).

A. After January 1, 2026, but before April 1, 2026, the Fire District, Northwest, West Central, and Southwest shall adopt a resolution to join the Territory, pursuant to Indiana Code § 36-8-19-6. The resolution identified under this Article II, Section 1.A shall become effective July 1, 2026. A copy of these ordinances are attached hereto as “Exhibit L”.

B. After January 1, 2026, but before April 1, 2026, the Territory shall adopt a resolution including the Fire District, Northwest, West Central, and Southwest as part of the Territory, pursuant to Indiana Code § 36-8-19-6. The resolution identified under this Article II, Section 1.B shall become effective July 1, 2026. A copy of this resolution is attached hereto as “Exhibit M”.

C. On or before December 31, 2026, the Participating Units agree to have accomplished the obligations and responsibilities as set forth under this Article II.

2. PROVIDER UNIT AND PARTICIPATING UNITS.

A. Provider Unit. The Provider Unit of the Territory, as defined in Indiana Code § 36-8-19-3, shall be the Fire District.

B. Participating Units. The Participating Units, as defined in Indiana Code § 36-8-19-2, shall be the Fire District, Northwest, West Central, Southwest, Woodburn, New Haven, Maumee, Milan, Jefferson, and Adams.

3. PURPOSES. The Provider Unit, on behalf of all Participating Units, shall provide the citizens residing in the Covered Areas with the following services:

A. Fire protection, including but not limited to the capability for extinguishing all fires that might be reasonably expected because of the types of improvements, personal property, and real property within the Covered Areas;

B. Fire prevention, including but not limited to identification and elimination of all potential and actual sources of fire hazard;

C. Such other functions and services, related to fire protection and fire prevention, as the Parties may agree, which will include emergency medical services; and

D. Basic Life Support (BLS) and Advanced Life Support (ALS) ambulance transport.

4. ESTABLISHMENT OF FUNDS.

A. An Operating Fund (the “**Operating Fund**”) shall be established and maintained by the Provider Unit. Pursuant to Indiana Code § 36-8-19-8.6(a), the Participating Units shall transfer by ordinance or resolution all monies described in Article II, Section 4.A.i of this Agreement, currently in their possession, to establish the Operating Fund. The Participating Units shall adopt an ordinance or resolution authorizing the transfer of money as set forth herein in the same or substantially the same form as the attached “Exhibit N”. All expenses of operating and maintaining the fire protection services within the Covered Areas, including but not limited to repairs, fees, salaries, depreciation on all depreciable assets, rents, supplies, contingencies, and other expenses lawfully incurred within the Covered Areas shall be paid from the Operating Fund. Except as provided in this Agreement, the Operating Fund may not be used for any other expense.

i. The following monies shall be deposited into the Operating Fund, as received by the Participating Units:

1. All receipts from taxes imposed by the Participating Units to fund the expenses described in this Section;

2. Any money transferred to the Equipment Replacement Fund by the Provider Unit under Article II, Section 4.B of this Agreement;

3. Any receipts from false alarm fees or other fees imposed under Indiana Code § 36-8-13-4; and

4. Any other fees or charges, not otherwise designated for specific purpose by statute, collected by reason of the providing of firefighting, emergency medical, or ambulance services by the Participating Units.

ii. If the amount levied in a particular year is not sufficient to cover the costs incurred in providing fire protection and emergency medical services within the Covered Areas, the Provider Unit may transfer, from available sources, to the Operating Fund the money needed to cover those costs. The Participating Units agree to levy such additional taxes for deposit into the Operating Fund as may be necessary to repay any advances made by the Provider Unit hereunder.

B. Equipment Replacement Fund. New Haven, as the previous Provider Unit of the Territory, agrees to hold and maintain the Equipment Replacement Fund established under Section 11(e) of the Woodburn-New Haven Fire & EMS Protection Territory Agreement which established the Territory. The Equipment Replacement Fund is to be used for the purchase of any additional firefighting apparatuses, equipment, or housing that will be used to service the Covered Areas. The property tax rate for the Equipment Replacement Fund levy may not exceed three and thirty-three hundredths cents (\$0.0333) per one hundred dollars (\$100) of assessed value. All such acquisitions must be approved by the fiscal bodies of each Participating Units and the Fire District's Board of Fire Trustees.

5. BUDGETING.

A. The Provider Unit shall annually prepare a budget of the monies necessary to meet the expenses of operation and maintenance of the fire protection and emergency medical services within the Covered Areas, including but not limited to repairs, fees, salaries, depreciation on all depreciable assets, rents, supplies, contingencies, bond redemption, and all other expenses lawfully incurred by the Territory in servicing the Covered Areas. The Provider Unit shall present a copy of the estimated budget to the Allen County fiscal body and department of local finance for their review and approval prior to the adoption of the budget by the Provider Unit. After estimating the expenses and receipts of money, the Provider Unit shall notify each Participating Unit of the amount of the tax levy that the respective Participating Unit must raise to fund the budget. A pro rata part of the amount budgeted under this Article II, Section 5.A shall be considered a part of each Participating Unit's budget.

B. The Participating Units agree to establish and impose a tax rate upon all of the Participating Unit's taxable property within the Covered Areas in order to generate sufficient funds for the purposes set forth in this Section 5, in accordance with Indiana Code § 36-8-19-7(a). The Participating Units further agree to establish a tax rate upon all of the Participating Unit's taxable property within the Covered Areas for the purposes of funding the Equipment Replacement Fund for the purposes set forth in Article II, Section 4.B of this Agreement. For sake of clarity, each Participating Unit may establish different rates, so long as the tax rates are applied uniformly for all taxable property within each Participating Unit. Moreover, pursuant to Indiana Code § 36-8-19-7(d), no Participating

Unit may impose a tax rate that exceeds forty cents (\$0.40) per one hundred dollars (\$100.00) of assessed valuation.

C. If the amounts levied in a particular year exceed the amount necessary to cover the costs incurred in providing fire protection services within the Covered Areas, the Participating Units may agree to transfer to the Equipment Replacement Fund (as defined in Article II, Section 4.B), an amount not to exceed five percent (5%) of the levy for the Operating Fund for that year.

D. The Provider Unit and Participating Units shall keep books, records and accounts related to this Section 5. These records shall at all reasonable times be subject to the inspection of any officer or authorized representative of a Participating Unit.

E. The Provider Unit may determine that an indebtedness is necessary to finance the purchase of fire protection equipment or facilities. Pursuant to Indiana Code § 36-8-11-26, after a sufficient appropriation for the purchase of firefighting apparatus and equipment, including housing, is made and is available, the Provider Unit's fiscal officer, with the approval of the Executive Board and Allen County fiscal body, may purchase the firefighting apparatus and equipment in the name of the Provider Unit on an installment conditional sale or mortgage contract running for a period not to exceed fifteen (15) years. The purchase shall be amortized in equal or approximately equal installments payable on January 1 and July 1 each year.

6. FINANCING, STAFFING, AND SUPPLYING OF JOINT UNDERTAKING.
All matters of financing, staffing, and supplying the Territory and all necessary actions to carry out the services provided by the Territory will be managed by the Provider Unit.

7. EXECUTIVE BOARD.

A. Pursuant to IC 36-1-7-3, any administration which may result or be required by the terms of this Agreement will be done so by a joint board, convened for that specific purpose, and composed of at least one (1) representative from each Participating Unit as specified herein. The Participating Units hereby establish the Allen County Fire Protection Territory Executive Board (the "**Executive Board**") to fulfill this duty. The Executive Board shall provide for general administrative and executive decisions of the Territory subject to the budget approval, appropriation, and other financial requirements provided for herein and pursuant to Indiana Code § 36-8-19 *et. seq.* The Participating Units shall select members of the Executive board as follows:

i. New Haven and Woodburn shall each select an elected member of their respective Council or their Mayor to act as their representative on the Executive Board. Collectively two (2) members.

ii. Maumee, Milan, Jefferson, and Adams shall each select an elected member of their respective Board or Trustee to act as their representative on the Executive Board. Collectively four (4) members.

iii. The Fire District will select each member (five (5) in total) of its Board of Fire Trustees (Chair, Vice-Chair, Secretary, and two (2) Members) to act as their representatives on the Executive Board.

iv. Northwest will select each member (five (5) in total) of its Board of Fire Trustees (Chair, Vice-Chair, Secretary, and two (2) Members) to act as their representatives on the Executive Board.

v. West Central will select each member (five (5) in total) of its Board of Fire Trustees (Chair, Vice-Chair, Secretary, and two (2) Members) to act as their representatives on the Executive Board.

vi. Southwest will select each member (four (4) in total) of its Board of Fire Trustees (Chair, Vice-Chair, Secretary, and one (1) Member) to act as their representatives on the Executive Board.

B. All Participating Units must designate their voting members by January 15 of each calendar year, and concurrently with the resolution or ordinance as the case may be, adopting this Agreement.

C. The term of service for the Executive Board representatives shall be an initial two (2) year term, and all subsequent terms shall be four (4) years. The Executive Board will appoint, from the elected representatives, a Chairperson, a Vice Chair, a Secretary, and such other offices as it deems appropriate.

i. The Chairperson shall preside over each meeting, call meetings to order, present and conduct business according to the meeting agenda, and see to the order and decorum of all meetings.

ii. The Vice Chair will act in the Chairperson's place in case of the Chairperson's absence, and the Vice Chair will act in the Secretary's place in case of the Secretary's absence.

iii. The Secretary shall be selected by a majority of the Executive Board members during the first meeting of each calendar year except at the initial organizing meeting of the Executive Board, wherein the Secretary shall be selected at the initial meeting.

iv. If any Executive Board member is no longer an elected official of their respective Participating Unit, or if a member becomes incapacitated, that member shall be considered automatically resigned and the Participating Unit shall select a replacement Executive Board member within thirty (30) days.

v. No member of the Executive Board shall receive compensation from the Fire District for his or her service.

vi. Within forty-five (45) days of the Effective Date of this Agreement, the Executive Board shall conduct an initial organization meeting to fulfill the requirements of this Article II, Section 7 and any other business necessary to establish the Executive Board.

D. Executive Committee. An executive committee shall be established which shall consist of five (5) members: each member shall be the respective President or Chair of the Territory, the Fire District, Northwest, West Central, and Southwest (the “**Executive Committee**”). The intended purpose of the Executive Committee will be to make recommended actions to the Executive Board to be ultimately adopted via a consent agenda, or any other manner in which the Executive Board directs the Executive Committee to recommend formal action.

E. Regular and Special Meetings. The Executive Board shall conduct a minimum of one (1) regularly scheduled meeting per month through the calendar year, unless the Executive Board determines at a regular or special meeting that the next subsequent month’s meeting is unnecessary, and the Executive Board may schedule its next meeting less frequently than once per month. Special meetings of the board may be called at any time by the Chairperson, and a special meeting must be called if a majority of the members request one in writing.

F. Notice of Regular and Special Meetings. Public notice of the date, time, and place of all regular or special meetings, executive sessions, or of any rescheduled or reconvened meeting of the Executive Board shall be given at least forty-eight (48) hours (exclusive Saturdays, Sundays, and U.S. holidays) before the meeting. Public notice shall be given by posting a copy of the notice at the entrance of the building or room where the meeting is to be held and by sending to all news media submitting an annual written request for such notices in accordance with Indiana Code § 5-14-1.5-5(b)(2). Written notice for reconvened meetings is not required where announcement of the date, time, and place of the reconvened meeting is made at the original meeting and recorded in the minutes thereof. In addition to the foregoing, the provisions of the Indiana Open Door Law, Indiana Code § 5-14-1.5 *et. seq.*, shall apply to all meetings of the Executive Board, and compliance therewith shall be sufficient to satisfy all notice or other legal requirements under this Agreement.

G. Meeting Agendas. A written agenda shall be established by the Chairperson subject to requests by the other members of the Executive Board. The agenda shall be provided to each member of the Executive Board a minimum of two (2) days prior to the scheduled meeting date and shall be posted at the meeting place at the time of the meeting.

H. Public Records. An official record of all meetings of the Board shall be maintained in the Fire District's principal office. Accurate memoranda of all meetings shall be kept in accordance with Indiana Code § 5-14-1.5-4(b) and (c) and shall be available for public inspection during normal business hours. The Executive Board shall be governed by, and all records of the Executive Board shall be maintained in accordance with, Indiana Code § 5-14-3 *et. seq.*

I. Executive Sessions. The Executive Board may hold meetings in executive session as authorized by and in accordance with the procedures established in Indiana Code § 5-14-1.5-6.1. Notwithstanding the foregoing, and pursuant to Indiana Code § 5-14-1.5-6.1(c), a final action must be taken at a meeting open to the public.

J. Workshops. The Executive Board may hold workshops or administrative meetings for the information and education of Executive Board members and employees servicing the Participating Units as are deemed necessary from time to time. Unless otherwise allowed under applicable law, all such workshops and administrative meetings shall be open to the public.

8. DELEGATION OF SPECIFIC POWERS TO THE PROVIDER UNIT. Pursuant to Indiana Code § 36-1-7-2(a) and (b), and Indiana Code § 36-1-7-3, the Participating Units hereby transfer and delegate to the Provider Unit the following specified powers and authority to further the purposes of this Agreement:

A. Own and Acquire Property. Each of the Participating Units hereby delegates to the Provider Unit the power to own, acquire, and dispose of real and personal property in the name of the Fire District for the purpose of providing fire protection and prevention and emergency response services within the Covered Areas.

B. Contracts. Each of the Participating Units hereby delegates to the Provider Unit the power to enter into contracts and leases in the name of the Provider Unit for facilities and services related to the purposes of this Agreement, including but not limited to agreements for mutual aid with other units.

C. Sue and Invoke Remedies. Each of the Participating Units delegates to the Provider Unit the authority to sue and defend suits in the name of the Territory and to invoke any legal, equitable, or special remedy for the enforcement of any powers vested by law or delegated by this Agreement to the Executive Board or Participating Units.

D. Gifts and Donations. Each of the Participating Units delegates to the Provider Unit the authority to accept gifts, donations, grants, and subsidies to the Participating Unit for fire protection, fire prevention, fire safety, and emergency response purposes. Any such gifts, donations, grants, and subsidies shall be deposited into the Operating Fund.

E. General Authority. In addition to the foregoing, each of the Participating Units delegates to the Provider Unit such additional or incidental authority and power as shall be necessary to accomplish the specified powers and authorities delegated herein, or as is otherwise necessary to accomplish the specified purposes of this Agreement.

9. WITHDRAWAL AND DISSOLUTION

A. Any Participating Unit may withdraw from the Territory by passing an appropriate resolution or ordinance providing for the withdrawal after January 1 but before April 1. The withdrawal is effective January 1 of the year following the year in which the resolution or ordinance is adopted.

B. If a Participating Unit withdraws from the Territory, the responsibility of the Territory to provide fire protection and emergency medical services to that Participating Unit shall cease as of midnight on December 31st of the year in which the Participating Unit withdraws.

C. In the event of the withdrawal of all Participating Units and the dissolution of the Territory, the Participating Units agree pursuant to Indiana Code § 36-8-19-5(e)(4) to waive Indiana Code § 36-8-19-15(b), and all assets of the Territory shall transfer or revert, to the Fire District.

D. In the event a Party withdraws from the Territory, any balances remaining in the Operating Fund or the Equipment Replacement Fund after the payment of all outstanding bills and any transfers made by the Fire District shall be divided pro rata between the withdrawing Party and the remaining members of the Fire District in the same proportion as the Parties contributed to the Fund during the most recent complete calendar year in which the Fire District existed. If the balances remaining in the Operating Fund or the Equipment Replacement Fund are not sufficient to pay all outstanding bills, the withdrawing Party shall be required to contribute to the Operating Fund, from the withdrawing Party's respective June property tax draws, a pro rata amount necessary to cover those costs. The pro rata contribution between the members of the Fire District shall be in the same proportion as the members' respective June property tax draws for fire protection.

E. In the event the withdrawing Party agreed to the Fire District's borrowing of money to purchase fire protection equipment while the withdrawing Party was an active member of the Fire District, the withdrawing Party shall continue to repay its share of that indebtedness by imposing a property tax within the boundaries of the withdrawing Party until the indebtedness is paid in full. The department of local government finance shall determine the amount of the indebtedness that represents the fair share for each member of

the Fire District, taking into account the equipment purchased, the useful life of the equipment, the depreciated value of the equipment, and the number of years the member of the Fire District benefited from the equipment.

10. EFFECTUATING DOCUMENTS BY PARTICIPATING UNITS. Each Participating Unit shall pass an appropriate ordinance or resolution to effectuate the obligations, promises, and terms in this Agreement. The Provider Unit shall retain all legal remedies in enforcing this Agreement if any Participating Unit fails to uphold its promises or obligations hereunder.

ARTICLE III: TRANSITION FROM THE TERRITORY TO FIRE DISTRICT

1. DISSOLUTION OF TERRITORY

A. Before March 31, 2026, the Fire District shall adopt a resolution to withdraw from the Territory, pursuant to Indiana Code § 36-8-19-13. Within thirty (30) days thereafter, each Participating Unit shall also adopt an ordinance or resolution to withdraw from the Territory, pursuant to Indiana Code § 36-8-19-13. The ordinance or resolution identified under this Article III, Section 1.A shall become effective January 1, 2027. A copy of each Participating Unit’s proposed ordinance or resolution to be adopted pursuant to this Article III, Section 1.A is attached hereto as “Exhibit O” through “Exhibit X”.

B. Notwithstanding the foregoing paragraph, pursuant to Indiana Code § 36-8-19-13(a), if one unit of the Territory adopts an ordinance or resolution as set forth in Article III, Section 1.A of this Agreement, any remaining units of the Territory may also adopt an ordinance or resolution to withdraw from the Territory before the later of April 1, 2026 or the date occurring thirty (30) days after the date the first unit adopted the ordinance or resolution to withdraw from the Territory.

2. EFFECT OF TERRITORY DISSOLUTION

A. Transfer of Assets. Pursuant to pursuant to Indiana Code § 36-8-19-5(e)(4), this Agreement and in lieu of Indiana Code § 36-8-19-15(b), each Participating Unit has agreed and will transfer ownership of all firefighting apparatuses and equipment, including housing, to the Fire District upon the reversion (if any) of the apparatuses and equipment, including housing, back to said Participating Unit after the Territory is dissolved (i.e., on January 1, 2027). For avoidance of doubt, the Participating Units agree that all firefighting apparatuses, equipment, and housing transferred to the Fire District pursuant to this Agreement shall be held solely in the name of the Fire District. An inventory for each Participating Unit detailing the firefighting apparatuses and equipment, including housing, and real estate, if any, currently owned by the Participating Unit, and denoting whether each asset currently holds a debt, shall be detailed in the same or similar format as set forth in “Exhibit Y”. A Bill of Sale for each Participating Unit’s firefighting apparatuses and equipment will be provided to the Participating Unit by the Provider Unit.

B. Transfer of Cash. On January 1, 2027, all sums that have been appropriated by the Participating Units and placed into the Operating Fund for fire protection and all sums contained in any cumulative fund maintained by a Participating Unit for the purchase of fire protection equipment shall be transferred to the Fire District. A statement detailing sums transferred under this Article III, Section 2.B shall be completed by each Participating Unit and detailed in the same or similar format as set forth in “Exhibit Z”.

C. Real Estate. For any housing identified in Article III, Section 2.A which contains real estate, the Participating Unit shall execute a deed to convey said real estate to the Fire District. The Participating Units agree to cooperate in the transfer of any real estate to the Fire District.

D. Debt. In the event a Participating Unit owes a debt on said firefighting apparatuses and/or equipment, such transfer to the Fire District will be subject to the Participating Unit’s payoff of said debt OR assumption by the Fire District, as the Parties agree in writing.

ARTICLE IV: MISCELLANEOUS ITEMS.

1. Legal Costs. Each Party shall be responsible and bear all of its own legal costs and legal expenses incurred at any time in connection with this Agreement. Provided however, in the event legal action is instituted by any Party to enforce the terms of this Agreement, the prevailing Party in such legal action will be entitled to receive from the other Party the prevailing Party’s reasonable attorneys’ fees and court costs, including the costs of appeal as may be determined by the court in which the action is brought.

2. Authority. This Agreement has been approved by ordinance or resolution of the fiscal bodies of the Parties hereto by virtue of said Parties’ adoption of the ordinance or resolution.

3. Recordation and Filing. Pursuant to IC 36-1-7-6, this Agreement shall not take effect until recorded in the Office of the Recorder of Allen County, and shall be filed with the Indiana State Board of Accounts for audit purposes not later than sixty (60) days after it takes effect.

4. Recitals. All recitals set forth at the outset of this Agreement are incorporated by reference and are true.

5. Headings. The section headings in this Agreement are included solely for convenience, and shall in no event affect or be used in connection with the interpretation of this Agreement.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and their prior negotiations, agreements, whether written or oral, are merged into this Agreement.

7. Amendments. This Agreement may not be amended or changed orally, and any such proposed amendment, waiver, or change shall be in writing and signed by both Parties.

8. Notices. All notices, elections, requests, and other communications hereunder shall be in writing and shall be deemed sufficiently given when personally delivered, delivered via electronic mail, or when deposited in the United States mail, postage prepaid, certified or registered, or when delivered to a nationally recognized overnight courier service with guaranteed next business day delivery and addressed to the respective Party's place of notice as each Party may specify in writing from time to time.

9. Severability. In the case one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement, and this Agreement shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein and such provision or part of a provision, shall be reformed so that it would be valid, legal, and enforceable to the maximum extent applicable.

10. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties to this Agreement and their respective successors and assigns.

11. Waiver of Breach. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach; and no waiver shall be valid unless it is in writing and is signed by the Party against whom such waiver is sought.

12. Review of Agreement. Each Party represents and warrants that they had the opportunity to obtain and receive independent legal advice from the attorney of their choice with respect to the legal effect of this Agreement, and further represent and warrant that they have carefully reviewed this entire Agreement and that each and every term hereof is understood.

13. Interpretation and Construction. City represents and agrees that it had the opportunity to fully and equally participate in the preparation, negotiation, review, and approval of this Agreement. Therefore, City agrees that the terms of this Agreement shall not be interpreted against or in favor of itself.

14. Governing Law and Venue. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Indiana. The Parties stipulate and agree that exclusive jurisdiction and venue for any cause of action arising between the Parties shall be in the Indiana courts having subject matter jurisdiction, located in Allen County, Indiana.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW}

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated:

CITY OF WOODBURN, INDIANA

By: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a notary public in and for said County and State, personally appeared _____, **on behalf of the City of Woodburn, Indiana**, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2025.

Notary Public (signature)

MAUMEE TOWNSHIP, INDIANA

By: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a notary public in and for said County and State, personally appeared _____, **on behalf of Maumee Township, Indiana**, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2025.

Notary Public (signature)

MILAN TOWNSHIP, INDIANA

By: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a notary public in and for said County and State, personally appeared _____, **on behalf of Milan Township, Indiana**, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2025.

Notary Public (signature)

JEFFERSON TOWNSHIP, INDIANA

By: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a notary public in and for said County and State, personally appeared _____, **on behalf of Jefferson Township, Indiana**, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2025.

Notary Public (signature)

ADAMS TOWNSHIP, INDIANA

By: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a notary public in and for said County and State, personally appeared _____, **on behalf of Adams Township, Indiana**, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2025.

Notary Public (signature)

NORTHEAST ALLEN COUNTY FIRE PROTECTION DISTRICT

By: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a notary public in and for said County and State, personally appeared _____, **on behalf of the Northeast Allen County Fire Protection District**, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2025.

Notary Public (signature)

NORTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT

By: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a notary public in and for said County and State, personally appeared _____, **on behalf of the Northwest Allen County Fire Protection District**, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2025.

Notary Public (signature)

WEST CENTRAL ALLEN COUNTY FIRE PROTECTION DISTRICT

By: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a notary public in and for said County and State, personally appeared _____, **on behalf of the West Central Allen County Fire Protection District**, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2025.

Notary Public (signature)

SOUTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT

By: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a notary public in and for said County and State, personally appeared _____, **on behalf of the Southwest Allen County Fire Protection District**, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2025.

Notary Public (signature)

* * * * *

This instrument was prepared by Christopher L. Nusbaum, Attorney at Law, Indiana Bar No. 30066-02, CARSON LLP, 301 W Jefferson Blvd, Suite 200, Fort Wayne, Indiana 46802.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this instrument, unless required by law – *Christopher L. Nusbaum*

EXHIBIT A

Woodburn – New Haven Fire & EMS Protection Territory Agreement

**WOODBURN – NEW HAVEN FIRE & EMS PROTECTION TERRITORY
AGREEMENT**

This Agreement is entered into as of this 1st day of March, 2021 by and between the City of Woodburn, Allen County, Indiana, (“Woodburn”), Maumee Township, Allen County, Indiana, (“Maumee”), Milan Township, Allen County, Indiana, (“Milan”), Jefferson Township, Allen County, Indiana, (“Jefferson”), Adams Township, Allen County, Indiana, (“Adams”), and the City of New Haven, Allen County, Indiana (“New Haven”).

WHEREAS, I.C. §36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and,

WHEREAS, Maumee and New Haven currently have existing fire departments and through various arrangements provide fire and EMS services within unincorporated Adams, Milan, and Jefferson and incorporated Woodburn; and,

WHEREAS, New Haven is geographically located within Adams, Jefferson and a portion of St. Joseph Township (not included), and Woodburn is located entirely within Maumee; and,

WHEREAS, each of the Units believe that fire protection and emergency medical services can be more efficiently provided at the levels they believe to be appropriate for the citizens and property of those Units involved; and,

WHEREAS, Maumee Township, Jefferson Township, Adams Township, Milan Township, the City of Woodburn and the City of New Haven have determined that it will be in the best interests of the citizens of those Units to enter into an agreement to form a fire protection territory;

NOW THEREFORE, the parties agree as follows:

1. Establishment of Fire Protection Territory. Maumee Township, Jefferson Township, Adams Township, Milan Township, the City of Woodburn and the City of New Haven each hereby join with each other under the provisions of IC 36-8-19 to establish a fire protection territory (the “Territory”). The Territory shall be known as the **Woodburn-New Haven Fire & EMS Protection Territory.**

2. Boundaries. The area constituting the Territory shall include the entire area of Maumee which includes the entire area of Woodburn, the entire area of Jefferson, the entire area of New Haven, and the unincorporated areas of Adams and Milan.

3. Provider Unit. The Provider Unit, as described in IC 36-8-19-3, shall be New Haven.
4. Fire Department. The New Haven and Woodburn (as operated by Maumee) Fire Departments ("Department") shall provide fire services to the Territory. These Departments may be reorganized into a single Department.
5. Participating Units. The Participating Units, as defined in I.C. §36-8-19-2, shall be Maumee, Adams, Jefferson, Woodburn, Milan, and New Haven.
6. Purposes. The Territory shall provide to the Participating Units the following services:
 - a. Fire protection, including the capability for extinguishing fires that might be reasonably expected because of the types of improvements, personal property, and real property within the boundaries of the Territory;
 - b. Emergency medical services;
 - c. To provide fire and building code support, enforcement, and investigation and related services.
 - d. Such other functions and services, related to emergency medical services, fire protection, rescue, fire prevention and hazardous materials mitigation as empowered by the State of Indiana, as the parties may agree.
7. Term of Agreement. The term of this Agreement shall be from July 1, 2021, or as otherwise prescribed by law, through December 31, 2021 and shall automatically renew for successive one (1) year periods, until a party passes a resolution after January 1 and before March 1 of any calendar year, terminating this Agreement, effective July 1 of that calendar year for the departing Unit.
8. Territory Executive Board.
 - a. Established: The Participating Units hereby establish an Executive Board to be known as the Woodburn-New Haven Fire & EMS Protection Territory Executive Board ("Board"). The Board shall provide for general administrative and executive decisions of the Territory subject to the budget approval, appropriation and other financial requirements provided for herein and pursuant to I.C. 36-8-19 *et. seq.*
 - b. Membership on the Board will consist of seven (7) voting members and one ex-officio non-voting member as follows:
 - i. Maumee, Adams, Jefferson, and Milan shall each select an elected member of their respective board or their Trustee to act as their representative on the Board;

- ii. New Haven and Woodburn shall each select an elected member of their respective Council or their Mayor to act as their representative on the Board;
 - iii. A seventh member of the Board shall be selected by the elected members of the Board as an unelected 'At-Large' citizen member for a term of two years. This member shall be identified and qualified to serve within thirty (30) days of the organizational meeting of the Board. An ideal candidate will have education or experience in public finance, fire and rescue services, property insurance, or other related fields beneficial to the operation of the Territory. This At-Large member must reside within the Territory area and there is no limit on the number of terms this member may serve so long as he or she is duly qualified, nominated and selected by the Board.
 - iv. The Chief of the Department shall be a non-voting *ex officio* member;
 - v. A quorum consists of a majority of the voting members of the Board. Notwithstanding anything herein to the contrary, all decisions of the Board require the affirmative vote of a majority of the voting members unless a unanimous vote is required herein;
 - vi. All Participating Units must designate their voting member by January 15 of each calendar year except in the year that the Territory is established, then the voting members must be designated within thirty (30) days of the Territory being established by the Participating Unit.
- c. Terms of Service and Election of Officers
- i. The terms of service for the Board representatives shall be an initial two (2) year term and all subsequent terms shall be four (4) years.
 - * ii. The Board will appoint, from its membership, a Chairperson, a Vice Chair, a Secretary and such other officers as it deems appropriate. The Vice Chair will act in the Chairperson's place in case of the Chairperson's absence. The Vice Chair will act for the Secretary in the Secretary's absence.
 - iii. Chairperson. The Chairperson shall preside over each meeting, call meetings to order, present and conduct business according to the meeting agenda, and see to the order and decorum of all meetings.
 - iv. Secretary. The Secretary shall be selected by a majority of the Board members during the first meeting of each calendar year except at the initial organizing meeting of the Territory a Secretary shall be selected at that meeting. The Secretary shall report all official meetings of the Board and shall be required to have copies of the minutes of such meetings submitted to each Member a minimum of three (3) days prior to the next scheduled meeting.
 - v. If any Board member is no longer an elected official of their respective Participating Unit, that member shall be considered automatically resigned and the Participating Unit shall select a replacement Board member within thirty (30) days. If in the event the Department Chief position is vacant, the Acting Chief shall fill the *ex-officio* position.

- vi. If in the event any member is incapacitated or otherwise incapable to serve, the respective Participating Unit will nominate a replacement to serve.
 - vii. Compensation: No member of the Board will receive compensation for her/his service from the Territory.
 - viii. Each member, other than the At-Large member, shall act as liaison with the Participating Unit he/she represents, enhancing communication between the Township Boards, the City Councils, the Department, the community, and the Board.
 - ix. Within forty-five (45) days of this Agreement, the Board shall conduct an initial organization meeting to fulfil the requirements of Section 8(b) & (c) and any other business necessary to establish the Board.
- d. Regular and Special Meetings. The Board shall conduct a minimum of one (1) regularly scheduled meeting per month through the calendar year, unless the Board determines at a regular or special meeting that the next subsequent month's meeting is unnecessary, and the Board may schedule its next meeting less frequently than once per month. Except in the first year of the Territory's existence, each December, beginning in 2022, the Board shall appoint the Chief of the Department for the upcoming calendar year. For the remainder of 2020 through 2021 calendar year, the Chief shall be the existing Chief of the New Haven Department. The Board shall receive and approve or reject with modifications the annual budget for the Territory as recommended to it by the Department in accordance with Section 9. Special meetings of the Board may be called at any time by the Chairperson. The Chairperson shall call a special meeting if a majority of the members request one in writing.
- e. Notice of Board Regular and Special Meetings. Public notice of the date, time and place of all regular or special meetings, executive sessions or of any rescheduled or reconvened meeting of the Board shall be given at least forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) before the meeting. Public notice shall be given by posting a copy of the notice at the entrance of the building or room where the meeting is to be held and by sending to all news media submitting an annual written request for such notices in accordance with I.C. §5-14-1.5-5(b)(2). Written notice for reconvened meetings is not required where announcement of the date, time and place of the reconvened meeting is made at the original meeting and recorded in the minutes thereof. In addition to the foregoing, the provisions of the Indiana Open Door Law, I.C. §5-14- 1.5 *et seq.* shall apply to all meetings of the Board, and compliance therewith shall be sufficient to satisfy all notice or other legal requirements under this Agreement.
- f. Meeting Agendas. A written agenda shall be established by the Chairperson subject to requests by the other members of the Board. The agenda shall be provided to each member of the Board a minimum of two (2) days prior to the scheduled meeting date and shall be posted at the meeting place at the time of the meeting.

- g. Public Records. An official record of all meetings of the Board shall be maintained in the Territory's principal office. Accurate memoranda of all meetings shall be kept in accordance with I.C. §5-14-1.5-4(b) and (c) and shall be available for public inspection during normal business hours. The Board shall be governed by, and all records of the Board shall be maintained in accordance with, I.C. §5-14-3 *et seq.*
- h. Executive Sessions. The Board may hold meetings in executive session as authorized by and in accordance with the procedures established in I.C. §5-14-1.5. Final action on all matters must be taken at a meeting open to the public in accordance with Indiana law.
- i. Workshops. The Board may hold such workshops or administrative meetings for the information and education of Board members and employees servicing the Territory as are deemed necessary from time to time. Unless otherwise allowed under applicable law, all such workshops and administrative meetings shall be open to the public.
- j. Powers, Duties and Responsibilities of the Board: Board shall have the following powers, duties and responsibilities with respect to the operations of the Territory:
 - i. The Board shall have as its primary responsibilities the planning and provision of adequate fire protection, fire prevention and emergency response throughout the Territory as provided in this Agreement, along with the overseeing hiring, promotion, conduct and discipline of the members of the Department, all in consultation with the Chief of the Department.
 - ii. The Board shall receive all reports, papers, recommendations, and other materials required to be submitted to the Participating Units under the provisions of this Agreement.
 - iii. The Board shall have the power to appoint the Chief of the Department, which appointment must be by the majority vote of the Board members. The Board shall conduct an evaluation of the Chief of the Department no less than annually. The existing Chief of the New Haven Department at the time the Territory is established will be the initial Chief of the Territory through December 31, 2021 if he so chooses to serve. After that date or if the current Chief is unable or unwilling to serve as Chief, the Board may select its own Chief from an Officer of the Department then serving through December 31, 2024. The Department may make a recommendation to the Board which shall not be binding on its decision. After 2024, the Board may select any qualified candidate of its choosing.

- iv. The Board shall have the power to remove the Chief of the Department by a majority vote of the Board members. In the event the Chief of the Department is removed, he or she shall be given the rank in the Department held at the time of appointment as Chief of the Department, or to such rank to which he had been appointed during his tenure as Chief. If such a position is not open, the Chief shall be entitled to the pay of such rank and shall be promoted to that rank as soon as an opening is available. Except in the instance of the existing Chief of the Department at the time the Territory is established, a vote to remove him must be unanimous if such removal is sought before December 31, 2022.
- v. The Board shall receive, review and take action on the budget for the Territory in accordance with the provisions of Section 9 below.
- vi. The Board shall adopt by majority vote of the Board members an annual salary resolution for the personnel serving the Territory, which resolution shall state the number of positions in the Department, their respective base salaries, any incentive or incremental pay additions, and the salary for a first-class firefighter which shall include the salaries, fees, volunteer pay or pay-per-run arrangements for all other personnel serving the Territory. The salary resolution shall be submitted to the Provider Unit for approval in conjunction with the annual budget process.
- vii. At its regular meeting, the Board shall receive and review monthly Department activity reports, monthly claims registers showing expenditures made on behalf of the Territory, and any other items of concern to the administration of the Territory.
- viii. The Board shall appoint an attorney for the Territory at the organizational meeting and the first meeting of each calendar year for that year. The attorney for the Territory shall provide such legal consultation and representation as is deemed necessary by the Board and shall advise and represent the Board and the Department as required. The attorney for the Territory shall cooperate and communicate with the attorneys for the Participating Units.
- ix. The Board shall review the Department's rules and procedures, as established from time to time, no less than annually, and may establish general and special rules and procedures governing the Department and its personnel.

9. Delegation of Specific Powers to the Executive Board. Pursuant to I. C. §36-1-7-2(a) and (b), and I.C. §36-1-7-3, the Participating Units hereby transfers and delegates to the

Provider Unit the following specified powers and authority to further the purposes of this Agreement:

- i. Own and Acquire Property. Each of the Participating Units delegates to the Board the power to own, acquire and dispose of real and personal property in the name of the Territory for the purpose of providing fire protection and prevention and emergency response within the Territory, subject to the availability of an approved appropriation for any acquisition of real or personal property.
- ii. Contracts. Each of the Participating Units delegates to the Board the power to enter into contracts and leases in the name of the Territory for facilities and services related to the purposes of this Agreement (including, but not limited to agreements for mutual aid with other units), all subject to the availability of an approved appropriation to fund such contracts or leases.
- iii. Purchasing Agent. Each of the Participating Units delegates to the Board the power to act as the purchasing agent for the Territory for the furtherance of the purposes of this Agreement.
- iv. Sue and Invoke Remedies. Each of the Participating Units delegates to the Board the authority to sue and defend suits in the name of the Territory and to invoke any legal, equitable or special remedy for the enforcement of any powers vested by law or delegated by this Agreement to the Department, the Board, or the Territory.
- v. Gifts and Donations. Each of the Participating Units delegates to the Board the authority to accept gifts, donations, grants and subsidies to the Territory for fire protection, fire prevention, fire safety and emergency response purposes. Any such gifts, donations, grants and subsidies shall be deposited in the appropriate Territory fund and held and accounted for by the Provider Unit along with other Territory funds.
- vi. General Authority. In addition to the foregoing, each of the Participating Units delegates to the Board such additional or incidental authority and power as shall be necessary to accomplish the specified powers and authorities delegated herein, or as is otherwise necessary to accomplish the specified purposes of this Agreement.

10. Fire Protection Territory Budget:

- a. Department Budget Recommendation. The Department shall, on or before May 1st of each calendar year, submit to the Board a proposed budget for all operations of the Territory for the forthcoming budget year, which proposed budget shall contain

all proposed fees, salaries, depreciation, rents, supplies, contingencies and all other expenses to be paid from the Fund, as well as all anticipated capital expenditures for fire protection equipment proposed to be expended from the Equipment Fund and any other recommended expenditures. The proposal may contain a proposed reasonable operating balance, not to exceed one hundred twenty percent (120%) of the budgeted expenses for fire services as allowed by I.C. §36-8-19-8(c).

- b. On or before June 15th of each calendar year, the Board shall consider the proposed budget and either approve or reject with modifications the proposal by a majority vote. In the event of the approval or modification of the proposed budget, the proposed budget shall be referred to the Provider Unit for consideration.
- c. In the event that the Board rejects the proposed Budget, the Department shall attempt to reconcile the Budget subject to the Board's basis for rejection and resubmit it to the Board for final consideration by July 1st. The Board shall have until July 15th to reconsider the reconciled budget and either accept it or reject it with comments to be provided to the Provider Unit.
- d. No later than July 15, the Board shall submit an approved reconciled Budget to the Provider Unit incorporating the Board's suggested changes or its basis for rejection of the reconciled budget for the Provider Unit's consideration.
- e. If the Board fails to submit responses or comments pursuant to the timeline prescribed in this section 10, the Provider Unit shall adopt a budget using its sound discretion to incorporate recommendations of the Board and Department and maintain compliance with Indiana budgeting requirements.
- f. In the event the proposed budget is approved it shall be included with the budget for the Provider Unit, and it shall appropriate the funds contained in the budget and establish a tax levy to be imposed throughout the Territory in an amount required to fund the approved budget.

11. Fire Protection Territory Fund.

- a. The Provider Unit shall establish a Fire Protection Territory Fund ("Operating Fund"). All expenses of operating and maintaining the fire protection services within the Territory, including repairs, fees, salaries, equipment, depreciation on all depreciable assets, rents, supplies, contingencies, and other expenses lawfully incurred within the Territory shall be paid from the Operating Fund. Except as provided in this Agreement or at law, the Fund may not be used for any other expenses.
- b. The following monies shall be deposited into the Operating Fund, as received by the Participating Units:
 - i. All receipts from taxes imposed by the Participating Units to fund the

- expenses described in this Section;
- ii. Any money transferred to the Operating Fund by the Provider Unit if any;
 - iv. Any other fees or charges, not otherwise designated for specific purpose by statute, collected by reason of the providing of firefighting, emergency medical, permitting and license, inspection, fines and penalties, or ambulance services by the Territory.
 - v. Any donations, grants, gifts, or other funds designated for use by the Department.
- c. Additional Appropriations. If at any time it is determined that an additional appropriation is necessary over and above the appropriations contained in the Territory's current budget, whether such appropriation is from existing funds or funds to become available from whatever source, such additional appropriation must first be approved by the Board by a majority vote and then be submitted to the legislative body of the Provider Unit which shall either approve or reject the additional appropriation in accordance with its regular procedures. In the event an additional appropriation is approved, it shall be submitted to the Indiana Department of Local Government Finance, if required.
- d. Uniform Tax Rate. The Participating Units agree to establish and impose a uniform tax rate upon all of the taxable property within the Territory in order to generate sufficient funds for the purposes set forth in Section 6 above in accordance with the terms of I.C. §36-8-19-6 and §36-8-19-8. The Participating Units further agree to establish a uniform tax rate upon all taxable property within the Territory for the purpose of funding a Fire Protection Equipment Replacement Fund for the purposes set forth herein.
- e. Equipment Replacement Fund and Excess Levy. The Participating Units agree to the establishment of a Fire Protection Equipment Replacement Fund, to be used for the purchase of any additional firefighting apparatus, equipment and housing that will be used to serve the Territory. The property tax rate for the Fire Protection Equipment Replacement Fund levy may not exceed 0.0333 cents per one hundred dollars of assessed value. Recommendations for expenditures from the Fire Protection Equipment Replacement Fund may be forwarded to the Board by the Department or by any of the Participating Units and may be made in conjunction with the regular annual budget process or at any other time. Upon receipt of a recommendation for expenditure from the Fire Protection Equipment Replacement Fund, the Board shall consider such recommendation at its next regular or special meeting, and may either approve, modify or reject the recommendation by majority vote. Approved recommendations for expenditures from the Fire Protection Equipment Replacement Fund shall be forwarded to the Provider Unit which shall approve, modify or reject the proposed expenditure in accordance with its regular appropriation procedures. In the event the proposed expenditure is approved, and an appropriation is made, subject to any necessary approvals from the Indiana Department of Local Government Finance, if required, the approved expenditure

shall be forwarded to the Provider Unit's Executive and such expenditure shall be made at the appropriate time as directed by the Board. In the event the legislative body of the Provider Unit rejects the expenditure, it shall be returned to the Board for further consideration or action. Funds may only be expended from the Fire Protection Equipment Fund upon the approval of the Board and the Provider Unit as provided for herein. Pursuant to I.C. §36- 8-19-8(c), if the amount levied in any year for the Fire Protection Equipment Fund exceeds the amount necessary to cover expenses of the Territory for that year, upon the recommendation of the Board to the Participating Units and the approval of all the Participating Units, such surplus money may be transferred by the Provider Unit to the Fire Protection Equipment Fund in an amount not to exceed five percent (5%) of the levy for the Fire Protection Equipment Fund.

- f. Incurrence of Debt. A recommendation to incur debt to finance the purchase of fire protection equipment or facilities for use by the Territory may be forwarded to the Board by the executive or legislative body of any Participating Unit for consideration and action at any regular or special meeting of the Board. A recommendation to incur debt may be made in conjunction with the regular annual budget process or at any other time. Upon receipt of a recommendation to incur indebtedness pursuant to this Section, the Board shall consider such recommendation at its next regular or special meeting, and shall either approve, modify or reject the recommendation by majority vote. Indebtedness may be incurred only if each fiscal body of the Participating Units adopt identical ordinances or resolutions specifying the amount and purpose of the subject to approval, if required by the State of Indiana, in accordance with I.C. §36-8-19- *et seq.* and/or other applicable law at such time. Upon the final approval of the incurrence of indebtedness by the legislative body of each Participating Unit, a uniform property tax rate shall be imposed by the Provider Unit throughout the Territory to retire the approved indebtedness in accordance with the terms of the adopted ordinance and resolutions all in accordance with the provisions of I.C. §36-8-19-8 and §36-8-19-9.
- g. Current Fire Funds. Promptly after the effective date of this agreement and the establishment of the Operating Fund and Fire Protection Equipment Fund (the "Funds"), each Participating Unit shall transfer to the Funds all sums that have been appropriated by the Participating Unit for fire protection and all sums contained in any cumulative fund maintained by the Participating Unit for the purchase of fire protection equipment.
- h. Capital Assets. Each Participating Unit may own certain capital assets, including firefighting apparatus, equipment, and housing which will be used to provide fire protection and emergency services for the Territory. These assets shall remain the sole property of the Participating Unit. If any Participating Unit has incurred any debt in the acquisition of firefighting assets prior to establishing the Territory, that respective Participating Unit will be responsible for repaying its respective debts

unless agreed otherwise in writing. Any capital assets owned by the respective Participating Units prior to entering this Agreement or otherwise under contract to be acquired shall remain titled solely in the name of that Participating Unit.

- i. Special Equipment Fund: The Department shall maintain a Special Equipment Fund to be capitalized by receipts from false alarm fees, spill fees, or other fees imposed under I.C. §36-8-13-4, sales of scrap or recycled materials, community fundraising or sale or surplus / depreciated equipment or the like. This fund shall be used for the purchase of equipment or supplies for the Department on an as needed basis.

12. Withdrawal and Dissolution.

- a. Any Participating Unit may withdraw from the Territory, by passing an appropriate resolution or ordinance after January 1 but before March 1, providing for the withdrawal. The withdrawal is effective July 1 of the year in which it is adopted.
- b. If a Participating Unit withdraws from the Territory, the responsibility of the Territory to provide fire protection and emergency medical services to that Participating Unit shall cease as of midnight, June 30th of the year in which the Agreement is terminated.
- c. In the event that a Participating Unit withdraws from the Territory, any balances remaining in the Operating Fund or the Fire Protection Equipment Replacement Fund after the payment of all outstanding bills and of any transfers made by the Provider Unit shall be divided pro rata between the withdrawing Participating Unit and the remaining Participating Units in the same proportion as the Participating Units contributed to the Operating Fund during the most recent complete calendar year in which the Territory existed. If the balances remaining in the Operating Fund or the Fire Protection Equipment Replacement Fund are not sufficient to pay all outstanding bills and of any transfers made by the Provider Unit, the Participating Units shall be required to contribute to the Operating Fund, from the Participating Unit's respective June property tax draws a pro rata amount necessary to cover those costs. The pro rata contribution between the Participating Units shall be in the same proportion as the Participating Units' respective June property tax draws for fire protection.
- d. In the event that a Participating Unit withdraws from the Territory, any capital assets purchased jointly by the Participating Units will be valued as of the effective date of the withdrawal and the withdrawing Participating Unit will be entitled to a share of that value, as determined by the withdrawing Participating Unit's contribution to the acquisition of the respective capital assets. The remaining Participating Units in the Territory may distribute cash or assets to satisfy the obligation to the withdrawing Participating Unit, at the discretion of the remaining Participating Units. Any asset acquired by and titled to a single participating unit shall remain the property of that participating unit.
- e. In the event that a Participating Unit withdraws from the Territory, the provisions of I.C. §36-8-19-9(c) shall apply and the withdrawing Participating Unit shall continue to repay that Participating Unit's share of that indebtedness by imposing a

property tax within the boundaries of the Participating Unit until the indebtedness is paid in full. The Department of Local Government Finance shall determine the amount of the indebtedness that represents the withdrawing Participating Unit's fair share, considering the equipment purchased, the useful life of the equipment, the depreciated value of the equipment, and the number of years the withdrawing Participating Unit benefited from the equipment.

- f. This Agreement shall terminate if there are not at least two (2) contiguous Participating Units, one (1) of which is designated as the Provider Unit. In the event of the termination of this Agreement, the provisions of I.C. §36-8-19-9(c) shall apply and all assets of the Territory shall be divided pro rata among the Participating Units.

13. Code Enforcement. The Participating Units designate and establish the Provider Unit through the Department the enforcing authority for any uniform fire and building codes of the County or State of Indiana, any ordinances or resolutions of the participating units as designated by such Participating Units, ambulance fee schedule, fireworks or amusement permitting and inspection procedures to be enforced throughout the Territory, including but not limited to I.C. §36-8-17-7 and to collect any fines or penalties payable to the Territory for violations of any such laws or ordinances.

14. Miscellaneous:

- a. Subject to Applicable Law. This Agreement, and the respective rights and responsibilities of the Participating Units, the Board, the Territory, and the Department, shall be subject to the laws applicable to this Agreement and to the delivery of fire protection services. The respective rights and responsibilities of the foregoing entities shall be supplemented by any such applicable laws, and to the fullest extent possible, the terms of this Agreement shall be given their full force and effect. The laws of the State of Indiana shall govern the interpretation, validity, and performance of this Agreement.
- b. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement and the validity and enforceability of the remaining provisions of the Agreement shall not be affected thereby.
- c. Approval and Effective Date. This Agreement shall be approved upon the adoption by the fiscal body of each Participating Unit of an appropriate resolution or ordinance approving and ratifying this Agreement. After approval and execution by the appropriate officers of each Participating Unit this Agreement shall be recorded with the Allen County Recorder, and the date of recordation shall be the effective date of this Agreement. Within sixty (60) days of the effective date, this Agreement shall be recorded with the Indiana State Board of Accounts for audit purposes pursuant to I.C. §36-1-7-6.
- d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

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CITY OF NEW HAVEN, ALLEN COUNTY

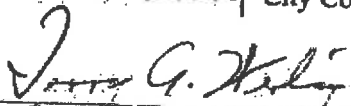
Steve McMichael, Mayor


APPROVED:



Fred Ball City Council



Craig Dellinger City Council



Matt [unclear] City Council


Terry G. Werling City Council


Jeff Turner City Council


Mike Mowery



Dave Cherrion


Natalie Strook
Clerk-Treasurer


MAUMEE TOWNSHIP, ALLEN COUNTY


Vicki Thompson, Trustee

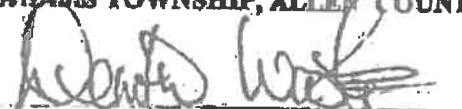
APPROVED:


Township Board


Township Board

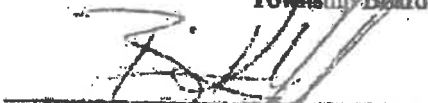

Township Board

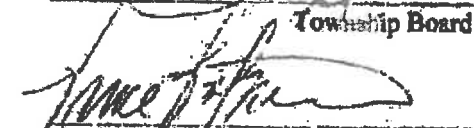
ADAMS TOWNSHIP, ALLEN COUNTY


Denita Washington, Trustee


APPROVED:


Township Board


Township Board



Township Board

JEFFERSON TOWNSHIP, ALLEN COUNTY


Lynn Rorick, Trustee

APPROVED:


Township Board


Township Board


Township Board

MILAN TOWNSHIP, ALLEN COUNTY

Chad MacDowell
Chad MacDowell, Trustee

APPROVED:

Mark A. Bretherton
Township Board

Dan H. Meyer
Township Board

David R. K... ..
Township Board


CITY OF WOODBURN, ALLEN COUNTY


Joseph Kelsey, Mayor

APPROVED:


Michael Voirol, Councilman


Michael Martin, Councilman


Tonya Thompson, Councilperson


Dean Gerig, Councilman


Daniel Watts, Councilman ⁰³⁵⁷²¹²⁰

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.


Jeffrey M. Bellamy

This document was prepared by Jeffrey M. Bellamy, Thrasher Buschmann and Voelkel, P. C. 151 N. Delaware Street, Suite 1900, Indianapolis IN 46204

EXHIBIT B

Northeast Allen County Fire and EMS Territory Ordinances, Resolutions, & Interlocal Agreement

2022021144
RECORDED: 04/18/2022 01:45:05 PM
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

Cross Reference: 2021000778

**INTERLOCAL COOPERATION AGREEMENT FOR THE
NORTHEAST ALLEN COUNTY FIRE AND EMS TERRITORY
BY AND BETWEEN, THE TOWN OF GRABILL, INDIANA, THE
TOWN OF LEO CEDARVILLE, INDIANA, CEDAR CREEK
TOWNSHIP OF ALLEN COUNTY INDIANA, SCIPIO
TOWNSHIP OF ALLEN COUNTY, INDIANA AND
SPRINGFIELD TOWNSHIP OF ALLEN COUNTY, INDIANA**

INTERLOCAL COOPERATION AGREEMENT FOR THE NORTHEAST ALLEN COUNTY FIRE AND EMS TERRITORY

This Inter local Cooperation Agreement (“Agreement”) is by and between the Town of Grabill, Indiana (“Grabill”), the town of Leo-Cedarville, Indiana (Leo), Scipio Township (“Scipio”) and Cedar Creek Township of Allen County, Indiana (“Cedar Creek”) and Springfield Township of Allen County, Indiana (“Springfield”), and shall be effective as of the date of recordation of this Agreement with the Allen County Recorder.

DECLARATION OF PURPOSE

WHEREAS, Grabill, Cedar Creek, and Springfield previously adopted identical ordinances or resolutions, pursuant to I.C. 36-8-19, and established the Northeast Allen County Fire Protection Territory (“Territory”); and

WHEREAS, Grabill, Leo, Cedar Creek, Scipio, and Springfield (collectively, that “Participating Units”) wish to amend the existing Territory and have adopted identical ordinances or resolutions, pursuant to I.C. 36-8-19, to amend and establish the Northeast Allen County Fire Protection Territory (“Territory”); and

WHEREAS, in order to clarify and define the agreement of the Participating Units to establish and administer the affairs of the Territory, the parties have entered into this Agreement; and

WHEREAS, I.C. 36-1-7-, *et seq.* provides that a power that may be exercised by an Indiana political subdivision and by one or more other governmental entities may be exercised by one or more entities on behalf of others or jointly by the entities by entering into a written Inter local Cooperation Agreement, and the Participating Units desire to enter into such an agreement to administer the affairs of the Territory.

NOW, THEREFORE, the parties, the parties hereto mutually agree as follows:

ARTICLE I

Creation of Fire Protection Territory

Section 1.1 Territory Established. The Participating Units hereby amend the existing Territory, ratify and affirm the establishment of the Territory with the stated Participating Units as a fire protection territory under the provisions of I.C. 36-8-19 *et seq.* The geographic area constituting the Territory shall include all areas within the corporate boundaries of Grabill, Leo, and all **unincorporated** areas within the township boundaries of Scipio, Cedar Creek, and Springfield Townships, inclusive. It is hereby stipulated that each Participating Unit is immediately adjacent to one or more of the other Participating Units, so that the area encompassed by the Participating Units form a single, contiguous territory. The area contained within the Territory is further illustrated and described on Exhibit A attached hereto.

Section 1.2 Purpose. The Territory has been established for the following purposes:

- a. Fire protection, including the capability for extinguishing all fires that might be reasonably expected because of the types of improvements, personal property, and real property within the territory
- b. Fire prevention, including identification and elimination of all potential and actual sources of fire hazard; and
- c. Other purposes or functions related to the fire protection and fire prevention, including public safety, emergency medical response and all other emergency response, which further the purpose of promoting the health and safety of the citizens located within the Territory.

Section 1.3 Uniform Tax Rate. The Participating Units hereby agree to establish and impose a uniform tax rate upon all of the taxable property within the Territory for the purpose set forth in Section 1.2 above, in accordance with the terms of I.C. 36-8-19-6(c)(3) and 36-8-19-8. The Participating Units further agree to establish a uniform tax rate upon all taxable property within the Territory for the purpose of funding an equipment replacement fund pursuant to I.C. 36-8-19-8.5 for the purpose set forth in Subsection 1.5(b) herein.

Section 1.4 Joint Executive Board. There is hereby created a Joint Executive Board (the "Executive Board") which shall, pursuant to the terms of this agreement, oversee the operations of the fire protection, Ems Services, and prevention services that are the subject of this agreement.

- a. Each Participating unit will appoint one (1) voting member who resides within and represents each participating unit. For all participants,

their member must reside within the geographic boundary of their Unit. Each participating Town shall appoint a member who is a legal resident of the appointing Town. Each participating Township shall appoint a member who is a legal resident of the unincorporated portion of the appointing Township.

b. An Executive Board Member may be removed from office by the legislative body that appointed the Executive Board Member at any time. In the event that a member leaves the Executive Board for any reason before the expiration of the member's term, the legislative body that appointed the member shall appoint an interim member to complete the departing member's term.

c. If the legislative body of a Participating Unit fails to take action to appoint an Executive Board Member prior to January 1 of any year the individual most recently appointed by the legislative body shall remain on the Executive Board until the legislative body acts to appoint an Executive Board member for the year in question.

d. Any act or decision of the Executive Board required or permitted by this agreement shall be determined by a majority vote of the Board. In the event that a majority of the Board is unable to reach an agreement with regard to any decision that this agreement requires the Executive Board to make, then the legislative body of the Providing Unit shall have the authority to decide the issue.

Section 1.5 Provider Unit. For all purposes of this Agreement, Cedar Creek Township is hereby designated as the Provider Unit for the Territory ("Provider Unit"). The Provider Unit shall fulfill its obligations as further described and delegated in this Agreement. In addition to the other rights and responsibilities set forth in this Agreement, the Provider Unit shall:

a. Establish and maintain a Northeast Allen County Fire and EMS Territory Operating Fund (the "Operating Fund") from which all expenses of operating and maintaining fire and ems services for the Territory, including but not limited to repairs, fees, salaries, depreciation on all depreciable assets, rents, supplies, contingencies, insurance payments, and all other

expenses lawfully incurred on behalf of the Territory shall be paid. The foregoing purposes are the sole purpose for the Operating Fund and money in the Operating Fund may not be used for any other expenses or purpose.

b. Establish and maintain an equipment replacement fund (“the Equipment Fund”) for the purchase of fire protection and emergency response equipment, including making required payments under an installment conditional sale, mortgage contract or lease rental with option to purchase such equipment, which will be used to serve the Territory in accordance with I.C. 36-8-19-8.5 and -8.7.

c. With the assistance of each of the Participating Units, annually budget the amount of money necessary to meet the expenses of operation and maintenance of the fire services within the Territory, plus a reasonable operating balance, in accordance with I.C. 36-8-19-8(c) and the provisions of Article II herein.

d. Establish a uniform tax levy required to fund the estimated budget of the Territory in accordance with I.C. 36-8-19-8(c).

e. Effect transfers to the Operating Fund and Equipment Fund from sources available to the Provider Unit as provided for in I.C. 36-8-19-8(b), (d) and (e) and 36-8-19-8.5(b);

f. Receive and deposit in the Operating Fund and Equipment Fund, as applicable, all sums payable to or on behalf of the Territory and make all necessary disbursements by or on behalf of the Territory from the Operating Fund and equipment Fund. Except as otherwise provided in this Agreement, no disbursements shall be made from the Operating Fund or Equipment Fund except for claims approved by the Executive Board established herein.

g. Hold title, as trustee for the Participating Units in accordance with this Agreement, to all equipment purchased by the Territory out of the Equipment Fund.

h. Provide for and administer all liability insurance coverage for the Territory, the Executive Board, and the personnel and equipment serving the Territory and include as co-insureds on all such policies each Participating Unit, the elected officials of each Participating Unit, the Territory, the Executive Board and its members, the Territory established herein, and any other appropriate party. Substantive changes in liability insurance coverage or carriers shall be made only after consultation with the approval of the Executive Board;

Section 1.6 Authority to Contract for Services. The Executive Board shall be authorized to contract with any entity or other independent third-party fire departments to provide fire protection, fire prevention and other functions set forth in paragraph 1.2 hereof (the fire department(s) that provides fire protection services to the Territory, whether it be a municipal department established by the Providing Unit or a third party department that contracts with the Providing Units, shall be referred to as the "Department") subject to the following restrictions:

a. The Provider Unit shall consult with the Executive Board and will comply with the decisions of the Executive Board regarding the identity of any such third- party contractor, and the terms and conditions of any such contract.

b. The Provider Unit shall remain responsible for all liabilities imposed by I.C. 36-8-19-14 (relating to on the job injury or illness) for fire-fighters employed by the third-party contractor. The Provider Unit will maintain workers compensation coverage or other insurance coverage for such liability or require the third-party contractor to provide such coverage.

c. The Provider Unit shall hold title to all equipment and real property acquired with use of monies from the Fire Territory Operating Fund

or Equipment Fund as trustee for the Participating Units in accordance with this Agreement. The Providing unit will show percentage of ownership of new purchases (Trucks, Buildings Land, Etc)

d. The contract shall provide that any ambulance fees or service fees collected by the Department or by any of the Participating Units shall be deposited into the Operating Fund for use in providing the services described in Section 1.2 of this Agreement or as otherwise required by statute.

Section 1.7 Ordinance Enforcement. The Participating Units each hereby designate and establish the Territory as the enacting authority and the Department as the enforcing authority for the Indiana Fire Code and the Indiana Building Code, fire run fee schedule, false run fees, inspection procedures, and any other fees, ordinances, schedules or permits deemed reasonably necessary to carry out the purpose of the Territory, all to be enforced throughout the Territory in compliance with applicable laws, ordinances and regulations adopted from time to time by the Provider Unit. The enactment of any fees, ordinance, schedule or permit by the Provider unit as described herein shall be subject to the approval of the Executive Board. Except as provided herein, each of the foregoing ordinances for code, schedules and procedures shall be enforced uniformly throughout the Territory by the Executive Board and the Department on the same terms and with the same powers and authority as within the geographical boundaries of the Provider Unit.

Section 1.8 Change of Provider Unit. The Participating Units may change the Provider Unit in accordance with I. C. 38-8-19-6.5. In the event of such a change, the former Provider Unit will transfer all assets, including the title to all equipment and real estate acquired with monies from the Operating Fund or the Equipment Fund to the new Provider Unit.

ARTICLE II

Fire Territory Budget and Finance Matters

Section 2.1 Initial Transfers. Promptly after the effective date of this agreement and the establishment of the Operating Fund and Equipment Fund (the "Funds"), each Participating Unit shall transfer to the Funds all sums that have been appropriated by the Participating Unit for fire protection and all sums contained in any cumulative fund maintained by the Participating Unit for the purchase of fire protection equipment. Provided however, each participating unit shall retain title and ownership to all its other funds, real estate, trucks, mobile units and all equipment of any and all kinds whatsoever without exceptions.

Section 2.2 Department Recommendation. The Chief and Executive Board shall, not later than July 15th of each calendar year, submit to the Providing unit a proposed budget for the Operating and Equipment Funds of the Territory for the coming budget year, which the proposed budget shall follow Indiana Department of Local Government Finance (the "DLGF") procedures. The proposal may contain a reasonable operating balance, not to exceed twenty percent (20%) of budgeted expenses for the fire services as allowed by I.C. 36-8-19-8(c). The representatives of the Participating Units on the Executive Board shall confer and consult with their respective legislative bodies on the proposed budget.

Section 2.3 Executive Board Action. Not later than August 1st of each calendar year, the Executive Board shall consider the proposed budget and either approve, reject or modify it by majority vote. In the event the approval or modification of the proposed budget, the proposed budget shall be referred to the legislative body of the Provider Unit for consideration and action. In the event that the Executive Board rejects the initial proposed budget from the Department, the Department shall submit a revised budget within 7 days. Following the receipt of the revised budget, the Executive Board shall adopt a budget by accepting or modifying the Department's modified proposed the budget. The legislative body of the Provider Unit may not act on a proposed budget for the operation of the Territory until it receives a proposed budget from the Executive Board, unless the legislative body of the Provider Unit determines that an emergency exists pursuant to applicable law.

Section 2.4 Action by Provider Unit. Upon receipt of the approved budget from the Executive Board, the legislative body of the Provider Unit shall either approve or reject the budget proposal in accordance with its regular budget procedures. In the event the proposed budget is approved as submitted, the budget as approved shall be included with the budget for the Provider Unit, and the

legislative body of the Provider Unit shall appropriate the funds contained in the budget and establish a tax levy to be imposed throughout the Territory in an amount required to fund the budget as approved. In the event the legislative body of the Provider Unit rejects the budget as approved by the Executive Board, it shall be returned to the Executive Board for further revision and action, and a revised proposed budget shall be returned to the legislative body of the Provider Unit not more than seven (7) calendar days after its rejection. After the Provider Unit receives a revised budget from the Executive Board, the Provider Unit shall adopt a budget by accepting or modifying the revised budget.

Section 2.5 Equipment Replacement Fund.

- a. Recommendations for the expenditures from the Equipment Fund may be forwarded to the Executive Board by the Department or by the Chief or legislative body of any of the Participating Units and may be made in conjunction with the regular annual budget process or at any other time. Upon receipt of a recommendation for expenditure from the Equipment Fund, the Executive Board shall consider such recommendation at its next regular or special meeting, and may either approve, modify or reject the recommendation by majority vote.
- b. Approved recommendations for expenditures from the Equipment Fund shall be forwarded to the legislative body of the Provider Unit, which shall either approve, or reject the proposed expenditure in accordance with its regular appropriation procedures.
- c. In the event the proposed expenditure is approved and an appropriation is made, subject to any necessary approvals from the DLGF, the approved expenditure shall be forwarded to the Provider Unit's Clerk-Treasurer or Trustee, and such expenditure shall be made at the appropriate time as directed by the Executive Board. In the event the legislative body of the Provider Unit

rejects the expenditure, it shall be returned to the Executive Board for further consideration or action.

- d. Funds may only be expended from the Equipment Fund upon the approval of the Executive Board and the Provider Unit as provided for herein. Pursuant to I.C. 36-8-19-8.5(b), if the amount levied in any year for the Equipment Fund exceeds the amount necessary to cover the expenses of the Territory for that year, upon the unanimous vote of the Executive Board, such surplus money may be transferred by the Provider unit to the Operating Fund in an amount not to exceed five percent (5%) of the levy for the Fund.
- e. All assets so purchased shall be held in the name of the Provider Unit as trustee for the Participating Units as provided in this Agreement.

Section 2.6 Additional Appropriations. If at any time it is determined that an additional appropriation is necessary beyond the appropriations contained in the Territory's current budget, whether such appropriation is from existing funds to become available or from whatever source, such additional appropriation must first be approved by the Executive Board by a majority vote, and then be submitted to the legislative body of the Provider Unit, which shall either approve or reject the additional appropriation. If the additional appropriation is approved, it shall be submitted to the DLGF for certification of available funds and approval.

Section 2.7 Incurrence of Debt. Upon receipt of a recommendation to incur indebtedness by the Department, or executive or legislative body of any Participating Unit, the Executive Board shall consider such recommendation at its next regular or special meeting, and shall either approve, modify or reject the recommendation by majority vote. Approved recommendations to incur indebtedness shall be forwarded to the legislative body of each Participating Unit for consideration and action. Before any indebtedness may be incurred, the fiscal bodies of each Participating Unit must adopt identical ordinances or resolutions specifying the amount and purpose of the debt, and such indebtedness must be

approved by the DLGF, in accordance with I.C. 36-8-19-8.5(b). Upon the final approval of the incurrence of indebtedness by the legislative body of each Participating Unit and DLGF, a uniform property tax-rate shall be imposed by the Provider Unit throughout the Territory to retire the approved indebtedness in accordance with the terms of the adopted ordinance and resolutions, all in accordance with the provisions of I.C. 36-8-19-8.5 and -9.

Section 2.8 Executive Board Meetings Schedule. The Executive Board will meet once a month (every third monday) to review a monthly financial report and to handle any issues raised by the Department. The Fire Chief, EMS Coordinator, and the Fire Chief will attend all meetings unless excused or excluded by the Executive Board.

ARTICLE III

Duration, Amendment, Addition, Withdrawal and Termination

Section 3.1 Duration. This Agreement shall continue as the binding agreement of the Participating Units until modified or terminated in accordance with the terms and provisions hereof. In the event of a withdrawal of any Participating Unit, this Agreement shall continue to bind the remaining Participating Units, so long as there remain at least two contiguous Participating Units, one which has been designated the Provider Unit.

Section 3.2 Amendment. The Participating Units may, from time to time, revise, change or amend the terms and conditions of this Agreement by an amendment in writing making specific reference to the document as an amendment to this Agreement, which must be approved and executed by each of the Participating Units in the same manner as this Agreement unless otherwise specifically provided herein. Any amendment or modification of this Agreement shall take effect immediately upon the approval of the last of the Participating Units to approve such amendment, or at such other time as is specifically designated in the amendment.

Section 3.3 Withdrawal. If a Participating Unit elects to withdraw from the Territory, the Participating Unit must adopt as ordinance or resolution providing for its withdrawal after January 1 but before April 1 of the calendar year. In the event

that a Participating Unit withdraws from the Territory, and the Territory has incurred an indebtedness that remains unpaid, the provisions of IC 36-8-19-9(c) shall apply and the withdrawing Participating Unit shall continue to repay that Unit's share of that indebtedness by imposing a property tax within the boundaries of the Unit until the indebtedness is paid in full. A withdrawing Participating Unit is entitled to be receive the following as of the date of withdrawal: (1) a pro rata (Percentage) share of the net assets in the Operating Fund and the Equipment Fund in the same proportion as the Participating Unit contributed to those funds during the most recent complete calendar year in which the Territory existed; and (2) a pro rata (Percentage) share in the same proportion as the Participating Unit contributed to the Operating Fund during the most recent complete calendar year in which the Territory existed, to be paid in cash or in kind, of the net depreciated value of any real estate or equipment purchased from the Operating Fund or the Equipment Fund acquired with the use of monies from the Operating Fund or the Equipment Fund.

Section 3.4 Addition of Participating Units. The Territory may be expanded to include additional parties and units as follows: the unit or party must be contiguous to the Territory, and, unless the Department of Local Government Finance advises that a different procedure can be used to add a Participating Unit, all parties must adopt an ordinance that satisfies the requirements of I.C. 36-8-19-6. Upon an additional party or unit joining the Territory, an amendment to this Agreement shall be prepared by and executed by all parties. The amendment shall provide for and include all provisions to govern the participation of joining unit.

Section 3.5 Termination. This Agreement shall terminate if there are not at least two (2) contiguous Participating Units, one (1) of which is designated as the Provider Unit. In the event of the termination of this Agreement, the provisions of IC 36-8-19-9(c) shall apply. After the payment of all obligations of the Territory, the remaining assets of the Territory shall be divided pro rata among the Participating Units in the same proportion as the Participating Units contributed to the Fire Protection Fund during the most recent complete calendar year in which the Territory existed.

ARTICLE IV

Miscellaneous

Section 4.1 Subject to Applicable Law. This Agreement, and the respective rights and responsibilities of the Participating Units, the Executive Board, the

Territory and the Department, shall be subject to the laws applicable to this Agreement and to the delivery of fire protection services. The respective rights and responsibilities of the foregoing entities shall be supplemented by any such applicable laws, and to the fullest extent possible, the terms of this Agreement shall govern its interpretation, validity, and performance. Which applicable laws as of the date of territory inception are attached hereto in exhibit A.

Section 4.2 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement and the validity and enforceability of the remaining provisions of the Agreement shall not be affected thereby.

Section 4.3 Ratification. The Participating Units hereby confirm and ratify all actions heretofore taken by the Participating Units, the Executive Board, and the Department for the Territory in furtherance of this purpose of this Agreement for the creation and operation of the Territory.

Section 4.4 Approval and Effective Date. This Agreement shall be approved upon the adoption by the fiscal body of each Participating Unit of an appropriate ordinance or resolution approving and ratifying this Agreement. After approval and execution by the appropriate officers of each Participating Unit, this Agreement shall be recorded with the Allen County Recorder. The effective date of this Agreement shall be July 1 following the date of recordation of this Agreement with the Allen County Recorder. Within sixty (60) days of the effective date, this Agreement shall be recorded with the DLGF for audit purposes pursuant to I.C. 36-1-7-6.

Section 4.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 4.6 Limited Indemnification. The Territory agrees to indemnify and hold harmless the proposed new entrants (Scipio and Leo-Cedarville) included in the Territory pursuant to this agreement for any claims which may be brought against the Territory by any of its former chief officers for matters arising before the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts in their respective Participating Unit's name by the duly authorized signatures below.

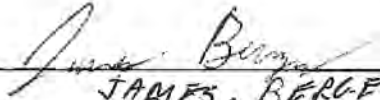
APPROVED BY THE TOWN OF GRABILL, INDIANA on this 28
day of March, 2022

Wilmer DeLong
Wilmer DeLong
Jeff Smead
Jeff Smead


Claude E Schrock
Claude E Schrock

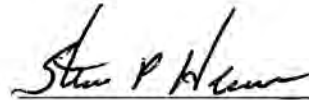
ATTEST: Cynthia Borhylot
Grabill Clerk-Treasurer
Cynthia Borhylot

APPROVED BY CEDAR CREEK TOWNSHIP, INDIANA on this
28TH day of MARCH, 2022


JAMES BERGER


Christopher Wolf


Kathleen Fisher


Township Trustee
Steven P Herman

APPROVED BY SPRINGFIELD TOWNSHIP, INDIANA on this 28th
day of MARCH, 2022

Brian J. Amstutz
Brian J. Amstutz
Mark A Roemke
Mark A Roemke

William E. Harris
Township Trustee
William E. Harris

APPROVED BY THE TOWN OF Leo-Cedarville, INDIANA on this
28TH day of MARCH, 2022

Gregory V. Pech
Gregory V. Pech

John Easter
John Easter

Ashtee Finlayson

Ashtee Finlayson

Scott A. Connally
Scott A. Connally

ATTEST: Brenda S. Hale

Brenda S. Hale, **Leo-Cedarville, Clerk-Treasurer**

APPROVED BY SCIPIO TOWNSHIP, INDIANA on this 28TH day of
MARCH, 2022

Neil Koch
Neil Koch

Paul Omo
PAUL OMO

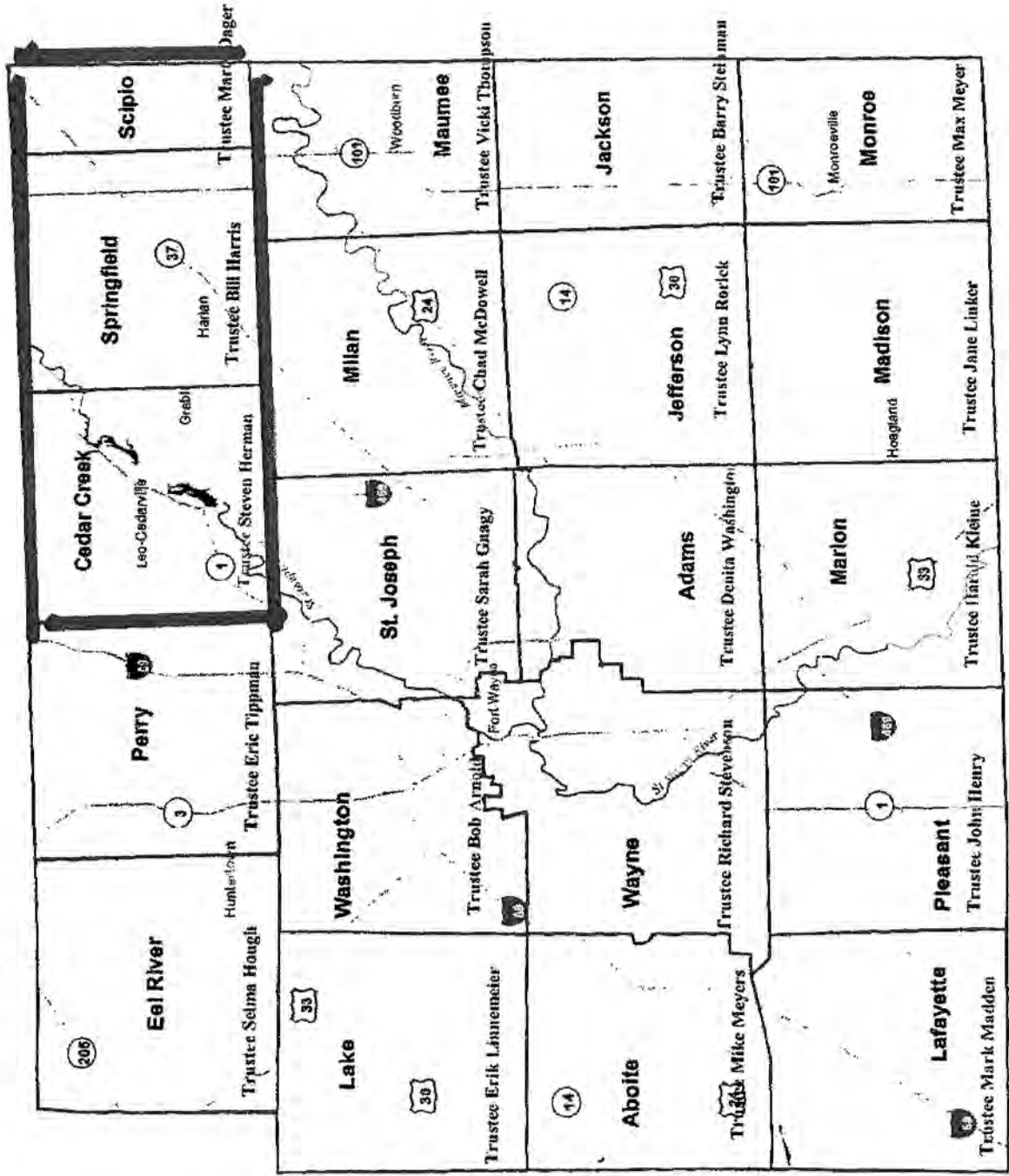
Jim Kruse
Jim Kruse

Robert Kurtz
Robert Kurtz
Township Trustee

EXHIBIT A & EXHIBIT B ATTACHED

EXHIBIT A - TERRITORY COVERAGE AREA

Allen County, Indiana Townships



Source: IBRC at Indiana University's Kelley School of Business, using data from the U.S. Census Bureau, July 2011

EXHIBIT B

Vehicles

Cedar Creek Township

R178	1998 freightliner
E171	1994 Freightliner
T174	2004 Freightliner
m175	2009 Ford E450
tr147	2008 Pierce ladder
T144	1996 F Series Ford
R148	1999 Int 4900
Building Base 140	65%
E145	2017 demers amb

Springfield Twp

T243	1996 Ford F Series
T246	2010 Int
Gr 249	2003 Ford F350
R248	2015 Ford 550
E241	1997 Hme
Building Base 140	25%
boat and trailer	
harlan station	100%

Neacfe

gr179	2008 ford f350
e172	2017 pierce pump
gator	john deer 6x4
med car	2005 chevy inp
squad 146	chevy trailblazer
f141	2012 chevy tahoe
E245	2002 ambulance
E175	2002 ambulance

Leo

Gr149	2009 f350
-------	-----------

territory

2020	demers ambulanc	CC 66.6% Grb 5.6% spr 27.8%
2015	ford explorer	CC 66.6% Grb 5.6% spr 27.8%

grabill

Grabill station	10%
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Ordinance No. 2022 - 04

Ordinance to Join the Northeast Allen County Fire Protection Territory

WHEREAS, IC 36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and

WHEREAS, Cedar Creek Township ("Cedar Creek"), the Town of Grabill ("Grabill") and Springfield Township ("Springfield") currently are members of the Northeast Allen County Fire and EMS Territory ("Territory") which provides fire protection and emergency medical services within Cedar Creek and Springfield, including the Town of Grabill; and,

WHEREAS, the Participating Units wish to amend the Territory to include the Town of Leo-Cedarville ("Leo-Cedarville") and Scipio Township ("Scipio"), both of which presently receive fire protection and EMS services in some form from the Territory; and,

WHEREAS, Cedar Creek, Grabill, Springfield, Leo-Cedarville and Scipio are contiguous to one another and all are located within Allen County, Indiana; and

WHEREAS, the Trustee and Township Board of Cedar Creek; the Town Council of Grabill, the Trustee and Township Board of Springfield, the Town Council of Leo-Cedarville and the Township Board of Scipio have determined that it will be in the best interests of the citizens of those units of government to enter into an agreement to amend the fire protection territory; and

NOW THEREFORE, IT IS HEREBY ORDAINED THAT:

1. The Town Council of Leo-Cedarville hereby joins together with the Township Board of Cedar Creek Township, the Township Board of Scipio Township, the Town Council of Grabill and the Township Board of Springfield, Allen County under the provisions of IC 36-8-19 to amend the existing fire protection territory.

2. The area constituting the fire protection territory shall include the entire area of Springfield Township, Scipio Township, and Cedar Creek Township, including the Town of Leo-Cedarville and Town of Grabill.

3. The provider unit shall be Cedar Creek Township, Allen County.

4. The participating units shall be Cedar Creek Township, the Town of Grabill, Scipio Township, the Town of Leo-Cedarville and Springfield Township, all of Allen County.

5. Upon the adoption of this Ordinance by Leo-Cedarville; the corresponding Resolutions by Cedar Creek, Scipio and Springfield, and Ordinance by Grabill the participating units agree that the property tax rates imposed on all taxable property in Cedar Creek Township, including the Town of Grabill and the Town of Leo-Cedarville and all taxable property in Springfield Township and Scipio Township for the services provided by the fire protection territory shall be the same.

6. The agreement to establish the fire protection territory shall include the creation of a Fire Protection Territory Fund by Cedar Creek Township, Allen County, from which all expenses of operating and maintaining the fire protection services within the territory, including repairs, fees, salaries, depreciation on all depreciable assets, rents supplies, contingencies, and other expenses lawfully incurred within the territory shall be paid. The funds and money in the fund may not be used for any other expense or purpose, including the payment of debt service or lease rentals on obligations issued or entered into to finance buildings or equipment. The money in the fund may be used to repay any advances made by Cedar Creek Township to the fund or to transfers to the Equipment Replacement Fund.

7. The budget for the Fire Protection Fund shall be approved by the Cedar Creek Township Board, following review and approval by the Grabill Town Council, Leo-Cedarville Town Council, Scipio Township Board, and the Springfield Township Board. The budget shall be set in an amount sufficient to meet the expenses of operation and maintenance of fire protection services within the territory and to maintain an appropriate operating reserve. After adoption of the fire protection budget, the participating units shall establish the tax levy required to fund the budget, as estimated by the provider unit, subject only to any applicable property tax levy controls.

8. The agreement shall include the establishment of an Equipment Replacement Fund, to be used to purchase fire protection equipment, including housing. There shall be a separate levy, on all taxable property. The property tax rate for the Equipment Replacement Fund levy may not exceed three and thirty-three hundredths cents (\$0.0333) per one hundred dollars (\$100) of assessed value.

9. The agreement shall also authorize the participating units to do any and all other acts provided under the provisions of IC 36-8-19.

10. All prior resolutions or parts thereof that are inconsistent with any provisions of this Resolution are hereby repealed.

11. A copy of the Agreement is attached hereto and made a part hereof.

This Ordinance is hereby adopted at the duly noticed meeting of the Town Council of Leo-Cedarville held this 28th day of MARCH, 2022.

AYE

NAY

Gregory V Peck
Gregory V Peck

John Estes
John Estes

Greg

Ashlee Fiandaca

Ashlee Fiandaca

Scott A Connally
Scott A Connally

Attest:

Brenda S. Hale

Brenda S. Hale, Leo-Cedarville Clerk-Treasurer

Resolution No. 2022-1

Resolution to Amend the Northeast Allen County Fire Protection Territory

WHEREAS, IC 36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and

WHEREAS, Cedar Creek Township ("Cedar Creek"), the Town of Grabill ("Grabill") and Springfield Township ("Springfield") currently are members of the Northeast Allen County Fire and EMS Territory ("Territory") which provides fire protection and emergency medical services within Cedar Creek and Springfield, including the Town of Grabill; and,

WHEREAS, the Participating Units wish to amend the Territory to include the Town of Leo-Cedarville ("Leo-Cedarville") and Scipio Township ("Scipio"), both of which presently receive fire protection and EMS services in some form from the Territory; and,

WHEREAS, Cedar Creek, Grabill, Springfield, Leo-Cedarville and Scipio are contiguous to one another, and all located within Allen County, Indiana; and

WHEREAS, the Trustee and Township Board of Cedar Creek; the Town Council of Grabill, the Trustee and Township Board of Springfield, the Town Council of Leo-Cedarville and the Trustee and Township Board of Scipio have determined that it will be in the best interests of the citizens of those units of government to enter into an agreement to form a fire protection territory; and

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. The Trustee and Township Board of Springfield Township, Allen County, hereby joins together with the Town Council of Grabill, the Township Board of Scipio Township, the Town Council of Leo-Cedarville and the Township Board of Cedar Creek under the provisions of IC 36-8-19 to establish a fire protection territory.

2. The area constituting the fire protection territory shall include the entire area of Springfield Township, Scipio Township, and Cedar Creek Township, including the Town of Leo-Cedarville and Town of Grabill.

3. The provider unit shall be Cedar Creek Township, Allen County.

4. The participating units shall be Cedar Creek Township, the Town of Grabill, Scipio Township, the Town of Leo-Cedarville and Springfield Township, all of Allen County.

5. Upon the adoption of this Resolution by Springfield; the corresponding Ordinances by the Town of Grabill and Town of Leo-Cedarville and the corresponding Resolutions by Cedar Creek and Scipio, the participating units agree that the property tax rates imposed on all taxable property in Cedar Creek Township, Allen County, including Grabill and Leo-Cedarville and all taxable property in Scipio and Cedar Creek for the services provided by the fire protection territory

shall be the same.

6. The agreement to establish the fire protection territory shall include the creation of a Fire Protection Territory Fund by Cedar Creek Township, Allen County, from which all expenses of operating and maintaining the fire protection services within the territory, including repairs, fees, salaries, depreciation on all depreciable assets, rents supplies, contingencies, and other expenses lawfully incurred within the territory shall be paid. The funds and money in the fund may not be used for any other expense or purpose, including the payment of debt service or lease rentals on obligations issued or entered into to finance buildings or equipment. The money in the fund may be used to repay any advances made by Cedar Creek Township to the fund or to transfers to the Equipment Replacement Fund.

7. The budget for the Fire Protection Fund shall be approved by the Cedar Creek Township Board, following review and approval by the Grabill Town Council and the Springfield Township Board. The budget shall be set in an amount sufficient to meet the expenses of operation and maintenance of fire protection services within the territory and to maintain an appropriate operating reserve. After adoption of the fire protection budget, the participating units shall establish the tax levy required to fund the budget, as estimated by the provider unit, subject only to any applicable property tax levy controls.

8. The agreement shall include the establishment of an Equipment Replacement Fund, to be used to purchase fire protection equipment, including housing. There shall be a separate levy, on all taxable property. The property tax rate for the Equipment Replacement Fund levy may not exceed three and thirty-three hundredths cents (\$0.0333) per one hundred dollars (\$100) of assessed value.

9. The agreement shall also authorize the participating units to do any and all other acts provided under the provisions of IC 36-8-19.

10. All prior resolutions or parts thereof that are inconsistent with any provisions of this Resolution are hereby repealed.

11. A copy of the Agreement is attached hereto and made a part hereof.

This Resolution is hereby adopted at the duly noticed meeting of the Trustee and Township Board of Springfield Township held this 28th day of MARCH, 2022.

AYE

NAY

Brian J. Amstutz
Brian J. Amstutz
Mark A. Roemke
Mark A. Roemke

ATTEST: William E. Harris
Trustee, Springfield Township
William E. Harris

Ordinance No. 700-2022

Ordinance to Amend the Northeast Allen County Fire Protection Territory

WHEREAS, IC 36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and

WHEREAS, Cedar Creek Township ("Cedar Creek"), the Town of Grabill ("Grabill") and Springfield Township ("Springfield") currently are members of the Northeast Allen County Fire and EMS Territory ("Territory") which provides fire protection and emergency medical services within Cedar Creek and Springfield, including the Town of Grabill; and,

WHEREAS, the Participating Units wish to amend the Territory to include the Town of Leo-Cedarville ("Leo-Cedarville") and Scipio Township ("Scipio"), both of which presently receive fire protection and EMS services in some form from the Territory; and,

WHEREAS, Cedar Creek, Grabill, Springfield, Leo-Cedarville and Scipio are contiguous to one another and all located within Allen County, Indiana; and

WHEREAS, the Trustee and Township Board of Cedar Creek; the Town Council of Grabill, the Trustee and Township Board of Springfield, the Town Council of Leo-Cedarville and the Trustee and Township Board of Scipio have determined that it will be in the best interests of the citizens of those units of government to enter into an agreement to form a fire protection territory; and

NOW THEREFORE, IT IS HEREBY ORDAINED THAT:

1. The Town Council of Grabill hereby joins together with the Township Board of Cedar Creek Township, the Township Board of Scipio Township, the Town Council of Leo-Cedarville and the Township Board of Springfield, Allen County under the provisions of IC 36-8-19 to amend the existing fire protection territory.
2. The area constituting the fire protection territory shall include the entire area of Springfield Township, Scipio Township, and Cedar Creek Township, including the Town of Leo-Cedarville and Town of Grabill.
3. The provider unit shall be Cedar Creek Township, Allen County.
4. The participating units shall be Cedar Creek Township, the Town of Grabill, Scipio Township, the Town of Leo-Cedarville and Springfield Township, all of Allen County.
5. Upon the adoption of this Ordinance by Grabill; the corresponding Resolutions by Cedar Creek, Scipio and Springfield, and Ordinance by Leo-Cedarville the participating units agree that the property tax rates imposed on all taxable property in Cedar Creek Township, including the Town of Grabill and the Town of Leo-Cedarville and all taxable property in Springfield Township and Scipio Township for the services provided by the fire protection

territory shall be the same.

6. The agreement to establish the fire protection territory shall include the creation of a Fire Protection Territory Fund by Cedar Creek Township, Allen County, from which all expenses of operating and maintaining the fire protection services within the territory, including repairs, fees, salaries, depreciation on all depreciable assets, rents supplies, contingencies, and other expenses lawfully incurred within the territory shall be paid. The funds and money in the fund may not be used for any other expense or purpose, including the payment of debt service or lease rentals on obligations issued or entered into to finance buildings or equipment. The money in the fund may be used to repay any advances made by Cedar Creek Township to the fund or to transfers to the Equipment Replacement Fund.

7. The budget for the Fire Protection Fund shall be approved by the Cedar Creek Township Board, following review and approval by the Grabill Town Council, Leo-Cedarville Town Council, Scipio Township Board, and the Springfield Township Board. The budget shall be set in an amount sufficient to meet the expenses of operation and maintenance of fire protection services within the territory and to maintain an appropriate operating reserve. After adoption of the fire protection budget, the participating units shall establish the tax levy required to fund the budget, as estimated by the provider unit, subject only to any applicable property tax levy controls.

8. The agreement shall include the establishment of an Equipment Replacement Fund, to be used to purchase fire protection equipment, including housing. There shall be a separate levy, on all taxable property. The property tax rate for the Equipment Replacement Fund levy may not exceed three and thirty-three hundredths cents (\$0.0333) per one hundred dollars (\$100) of assessed value.

9. The agreement shall also authorize the participating units to do any and all other acts provided under the provisions of IC 36-8-19.

10. All prior resolutions or parts thereof that are inconsistent with any provisions of this Resolution are hereby repealed.

11. A copy of the Agreement is attached hereto and made a part hereof.

This Ordinance is hereby adopted at the duly noticed meeting of Grabill Town Council held this 28 day of March, 2022.

AYE

NAY

John D. [Signature] Wilmer Debus [Signature]

Jeff Smead [Signature]

Claude E Schaeck [Signature]

Attest:

Cynthia Borhydt [Signature]
Cynthia Borhydt, Grabill Clerk-Treasurer

Resolution No. 22-001

Resolution to Join the Northeast Allen County Fire Protection Territory

WHEREAS, IC 36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and

WHEREAS, Cedar Creek Township ("Cedar Creek"), the Town of Grabill ("Grabill") and Springfield Township ("Springfield") currently are members of the Northeast Allen County Fire and EMS Territory ("Territory") which provides fire protection and emergency medical services within Cedar Creek and Springfield, including the Town of Grabill; and,

WHEREAS, the Participating Units wish to amend the Territory to include the Town of Leo-Cedarville ("Leo-Cedarville") and Scipio Township ("Scipio"), both of which presently receive fire protection and EMS services in some form from the Territory; and,

WHEREAS, Cedar Creek, Grabill, Springfield, Leo-Cedarville and Scipio are contiguous to one another, and all located within Allen County, Indiana; and

WHEREAS, the Trustee and Township Board of Cedar Creek; the Town Council of Grabill, the Trustee and Township Board of Springfield, the Town Council of Leo-Cedarville and the Trustee and Township Board of Scipio have determined that it will be in the best interests of the citizens of those units of government to enter into an agreement to form a fire protection territory; and

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. The Trustee and Township Board of Scipio Township, Allen County, hereby joins together with the Town Council of Grabill, the Township Board of Springfield Township, the Town Council of Leo-Cedarville and the Township Board of Cedar Creek under the provisions of IC 36-8-19 to establish a fire protection territory.

2. The area constituting the fire protection territory shall include the entire area of Springfield Township, Scipio Township, and Cedar Creek Township, including the Town of Leo-Cedarville and Town of Grabill.

3. The provider unit shall be Cedar Creek Township, Allen County.

4. The participating units shall be Cedar Creek Township, the Town of Grabill, Scipio Township, the Town of Leo-Cedarville and Springfield Township, all of Allen County.

5. Upon the adoption of this Resolution by Scipio; the corresponding Ordinances by the Town of Grabill and Town of Leo-Cedarville and the corresponding Resolutions by Cedar Creek and Scipio, the participating units agree that the property tax rates imposed on all taxable property in Cedar Creek Township, Allen County, including Grabill and Leo-Cedarville and all taxable property in Springfield and Cedar Creek for the services provided by the fire protection territory

shall be the same.

6. The agreement to establish the fire protection territory shall include the creation of a Fire Protection Territory Fund by Cedar Creek Township, Allen County, from which all expenses of operating and maintaining the fire protection services within the territory, including repairs, fees, salaries, depreciation on all depreciable assets, rents supplies, contingencies, and other expenses lawfully incurred within the territory shall be paid. The funds and money in the fund may not be used for any other expense or purpose, including the payment of debt service or lease rentals on obligations issued or entered into to finance buildings or equipment. The money in the fund may be used to repay any advances made by Cedar Creek Township to the fund or to transfers to the Equipment Replacement Fund.

7. The budget for the Fire Protection Fund shall be approved by the Cedar Creek Township Board, following review and approval by the Grabill Town Council and the Springfield Township Board. The budget shall be set in an amount sufficient to meet the expenses of operation and maintenance of fire protection services within the territory and to maintain an appropriate operating reserve. After adoption of the fire protection budget, the participating units shall establish the tax levy required to fund the budget, as estimated by the provider unit, subject only to any applicable property tax levy controls.

8. The agreement shall include the establishment of an Equipment Replacement Fund, to be used to purchase fire protection equipment, including housing. There shall be a separate levy, on all taxable property. The property tax rate for the Equipment Replacement Fund levy may not exceed three and thirty-three hundredths cents (\$0.0333) per one hundred dollars (\$100) of assessed value.

9. The agreement shall also authorize the participating units to do any and all other acts provided under the provisions of IC 36-8-19.

10. All prior resolutions or parts thereof that are inconsistent with any provisions of this Resolution are hereby repealed.

11. A copy of the Agreement is attached hereto and made a part hereof.

This Resolution is hereby adopted at the duly noticed meeting of the Trustee and Township Board of Scipio Township held this 26th day of MARCH, 2022.

AYE

Neil Koch

Neil Koch

Jim Kruse

Jim Kruse

NAY

Paul Orno

Paul Orno

ATTEST:

Robert Kurtz

Trustee, Scipio Township

Robert Kurtz

Resolution No. *22-002*

Resolution to Amend the Northeast Allen County Fire Protection Territory

WHEREAS, IC 36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and

WHEREAS, Cedar Creek Township ("Cedar Creek"), the Town of Grabill ("Grabill") and Springfield Township ("Springfield") currently are members of the Northeast Allen County Fire and EMS Territory ("Territory") which provides fire protection and emergency medical services within Cedar Creek and Springfield, including the Town of Grabill; and,

WHEREAS, the Participating Units wish to amend the Territory to include the Town of Leo-Cedarville ("Leo-Cedarville") and Scipio Township ("Scipio"), both of which presently receive fire protection and EMS services in some form from the Territory; and,

WHEREAS, Cedar Creek, Grabill, Springfield, Leo-Cedarville and Scipio are contiguous to one another, and all located within Allen County, Indiana; and

WHEREAS, the Trustee and Township Board of Cedar Creek; the Town Council of Grabill, the Trustee and Township Board of Springfield, the Town Council of Leo-Cedarville and the Trustee and Township Board of Scipio have determined that it will be in the best interests of the citizens of those units of government to enter into an agreement to form a fire protection territory; and

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. The Trustee and Township Board of Cedar Creek Township, Allen County, hereby joins together with the Town Council of Grabill, the Township Board of Scipio Township, the Town Council of Leo-Cedarville and the Township Board of Springfield under the provisions of IC 36-8-19 to establish a fire protection territory.
2. The area constituting the fire protection territory shall include the entire area of Springfield Township, Scipio Township, and Cedar Creek Township, including the Town of Leo-Cedarville and Town of Grabill.
3. The provider unit shall be Cedar Creek Township, Allen County.
4. The participating units shall be Cedar Creek Township, the Town of Grabill, Scipio Township, the Town of Leo-Cedarville and Springfield Township, all of Allen County.
5. Upon the adoption of this Resolution by Cedar Creek; the corresponding Ordinances by the Town of Grabill and Town of Leo-Cedarville and the corresponding Resolutions by Springfield and Scipio, the participating units agree that the property tax rates imposed on all taxable property in Cedar Creek Township, Allen County, including Grabill and Leo-Cedarville and all taxable property in Scipio and Springfield for the services provided by the fire protection

territory shall be the same.

6. The agreement to establish the fire protection territory shall include the creation of a Fire Protection Territory Fund by Cedar Creek Township, Allen County, from which all expenses of operating and maintaining the fire protection services within the territory, including repairs, fees, salaries, depreciation on all depreciable assets, rents supplies, contingencies, and other expenses lawfully incurred within the territory shall be paid. The funds and money in the fund may not be used for any other expense or purpose, including the payment of debt service or lease rentals on obligations issued or entered into to finance buildings or equipment. The money in the fund may be used to repay any advances made by Cedar Creek Township to the fund or to transfers to the Equipment Replacement Fund.

7. The budget for the Fire Protection Fund shall be approved by the Cedar Creek Township Board, following review and approval by the Grabill Town Council and the Springfield Township Board. The budget shall be set in an amount sufficient to meet the expenses of operation and maintenance of fire protection services within the territory and to maintain an appropriate operating reserve. After adoption of the fire protection budget, the participating units shall establish the tax levy required to fund the budget, as estimated by the provider unit, subject only to any applicable property tax levy controls.

8. The agreement shall include the establishment of an Equipment Replacement Fund, to be used to purchase fire protection equipment, including housing. There shall be a separate levy, on all taxable property. The property tax rate for the Equipment Replacement Fund levy may not exceed three and thirty-three hundredths cents (\$0.0333) per one hundred dollars (\$100) of assessed value.

9. The agreement shall also authorize the participating units to do any and all other acts provided under the provisions of IC 36-8-19.

10. All prior resolutions or parts thereof that are inconsistent with any provisions of this Resolution are hereby repealed.

11. A copy of the Agreement is attached hereto and made a part hereof.

This Resolution is hereby adopted at the duly noticed meeting of the Trustee and Township Board of Cedar Creek Township held this 28th day of MARCH, 2022.

AYE

James Berger
JAMES BERGER
Christopher Wolf
Christopher Wolf

NAY

Kathleen Fisher
Kathleen Fisher

ATTEST: Steven P. Herman
Trustee, Cedar Creek Township
Steven P. Herman

Non-Disclosure of Social Security Data

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

/s/ Jeffrey M. Bellamy
Jeffrey M. Bellamy, Esq

This instrument prepared by Jeffrey M. Bellamy. RETURN ORIGINAL to: Jeffrey M. Bellamy, Thrasher Buschmann & Voelkel, P.C., 8440 Woodfield Crossing Blvd. Suite 310 Indianapolis, IN 46240, Telephone: 317-686-4773.

EXHIBIT C

**Allen County Ordinance No. 12-16-22-13, Creating the Northeast Allen County Fire
Protection District**

1e,

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
ORDINANCE DATED DECEMBER 16, 2022
ORDINANCE NUMBER 12-16-22-13

WHEREAS, Indiana Code § 36-8-11 provides for the establishment of Fire Protection Districts throughout the State of Indiana; and

WHEREAS, Indiana Code § 36-8-11-4(a) in particular provides that “a county legislative body may establish fire protection districts for any of the following purposes:

- (1) Fire protection, including the capability for extinguishing all fires that might be reasonably expected because of the types of improvements, personal property, and real property within the boundaries of the district.
- (2) Fire prevention, including identification and elimination of all potential and actual sources of fire hazard.
- (3) Other purposes or functions related to fire protection and fire prevention.”; and

WHEREAS, The Town of Grabill (“Grabill”), The Town of Leo-Cedarville (“Leo-Cedarville”), unincorporated Cedar Creek Township (“Cedar Creek”), Springfield Township (“Springfield”) and Scipio Township (“Scipio”) are contiguous political subunits of government located entirely within Allen County Indiana, and have their own respective Township or Town Governments; and

WHEREAS, In 2021, Grabill, Cedar Creek and Springfield formed the Northeast Allen County Fire and EMS Territory, a Fire Protection Territory (“The Territory”) organized pursuant to Indiana Code § 36-8-19; and,

WHEREAS, In 2022, Leo-Cedarville and Scipio were included into The Territory; and,

WHEREAS, The Territory, with Grabill, Cedar Creek, Springfield, Leo-Cedarville and Scipio have notified the Board of Commissioners of their respective desire to have the Northeast Allen Fire Protection Territory be converted into a Fire Protection District for the proposes of preferred operation and governance; and

WHEREAS, the Board of Commissioners has reviewed these materials and having held their own public hearings on this matter on December 2, 2022, and now, on December 16, 2022, finds that the citizens and property within Grabill, Cedar Creek, Springfield, Leo-Cedarville and Scipio would be well-served by establishing a Fire Protection District that includes all three Townships and both Towns.

NOW, THEREFORE, be it Ordained by the Board of Commissioners of the County of Allen that:

8-34-1 Chapter 1: Name

This Ordinance shall be known as the Northeast Allen County Fire Protection District Ordinance and shall establish the Northeast Allen County Fire Protection District.

8-34-2 Chapter 2: Establishment

The Board of Commissioners pursuant to the authority granted pursuant to Ind. Code § 36-8-11-4(a) establish a Fire Protection District to include all the jurisdictional area of the Town of Grabill, Springfield Township, Scipio Township, the Town of Leo-Cedarville, and unincorporated Cedar Creek Township, all of which are completely included in Allen County, Indiana.

8-34-3 Chapter 3: Purposes

The purposes of the Fire Protection District established herein shall be those purposes permitted and approved by law, and as particularly set forth in Ind. Code § 36-8-11-4(a).

8-34-4 Chapter 4: Board of Trustees

The fire district herein provided for shall be under the control and direction of a Board of Fire Trustees which Trustees must be qualified by knowledge and experience in matters pertaining to fire protection and related activities in the district. The Board of Fire Trustees shall be composed of five (5) members to be appointed as follows: One Trustee shall be appointed from each town, or township or part of a township contained in the district. The original Trustees shall be appointed as follows:

- a. One (1) for a term of one (1) year.
- b. One (1) for a term of two (2) years.
- c. One (1) for a term of three (3) years.
- d. All others for a term of four (4) years.

The terms shall expire on the first Monday of January of the year their appointments expire. As the terms expire, each new appointment is for a term of four (4) years. If a vacancy occurs on the Board, the county legislative body shall appoint a Trustee with the same residential qualifications to fulfill the unexpired term. The county legislative body may receive recommendations from the respective Townships of qualified candidates for placement on the Board of Fire Trustees.

8-34-5 Chapter 5: Officers

Annually at the January meeting, or in the case of the original Board at the time of their first meeting, the members of the Board of Fire Trustees shall elect among themselves a chairperson and a vice-chairperson. The members shall establish their own by-laws for operating the fire district.

8-34-6 Chapter 6: Duties

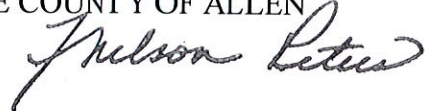
The Board of Fire Trustees and the Fire Protection District shall have the duties, responsibilities, and authority as provided for under Indiana Code § 36-8-11, *et. seq.*

8-34-7 Chapter 7: Effective Date


This Ordinance shall become effective as of the date of passage.

Passed this 16th day of December, 2022.

THE BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN



F. Nelson Peters



Therese M. Brown



Richard E. Beck

ATTEST:



Chris Cloud, Deputy Auditor

EXHIBIT D

**Allen County Ordinance No. 12-16-22-15, Creating the Northwest Allen County Fire
Protection District**

**BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
ORDINANCE DATED DECEMBER 16, 2022
ORDINANCE NUMBER 12-16-22-15**

WHEREAS, Indiana Code § 36-8-11 provides for the establishment of Fire Protection Districts throughout the State of Indiana; and

WHEREAS, Indiana Code § 36-8-11-4(a) in particular provides that “a county legislative body may establish fire protection districts for any of the following purposes:

- (1) Fire protection, including the capability for extinguishing all fires that might be reasonably expected because of the types of improvements, personal property, and real property within the boundaries of the district.
- (2) Fire prevention, including identification and elimination of all potential and actual sources of fire hazard.
- (3) Other purposes or functions related to fire protection and fire prevention.”; and

WHEREAS, The Town of Huntertown (“Huntertown”), unincorporated Washington Township (“Washington”), unincorporated Eel River Township (“Eel River”) and unincorporated Perry Township (“Perry”) are contiguous political subunits of government located entirely within Allen County Indiana, and have their own respective Township or Town Governments; and

WHEREAS, Huntertown, Washington, Eel River, and Perry have notified the Board of Commissioners of their respective desire to be included within a Fire Protection District and to this end have submitted to the Board their respective consent resolutions of their Township Boards or Town Council, as the case may be, requesting same, petitions from the residents requesting a District be established, and held an informational public meeting to present financial and fire department operational information to the public; and

WHEREAS, the Board of Commissioners has reviewed these materials and having held their own public hearings on this matter on December 2, 2022, now on December 16, 2022 finds that the citizens and property within Huntertown, Washington, Eel River and Perry would be well-served by establishing a Fire Protection District that includes all three Townships and the Town.

NOW, THEREFORE, be it Ordained by the Board of Commissioners of the County of Allen that:

8-35-1 Chapter 1: Name

This Ordinance shall be known as the Northwest Allen County Fire Protection District Ordinance and shall establish the Northwest Allen County Fire Protection District.

8-35-2 Chapter 2: Establishment

The Board of Commissioners pursuant to the authority granted pursuant to Ind. Code § 36-8-11-4(a) establish a Fire Protection District to include all the jurisdictional area of the Town of

Huntertown, unincorporated Eel River Township, unincorporated Perry Township, and unincorporated Washington Township, all of which are completely included in Allen County, Indiana.

8-35-3 Chapter 3: Purposes

The purposes of the Fire Protection District established herein shall be those purposes permitted and approved by law, and as particularly set forth in Ind. Code § 36-8-11-4(a).

8-35-4 Chapter 4: Board of Trustees

The fire district herein provided for shall be under the control and direction of a Board of Fire Trustees which Trustees must be qualified by knowledge and experience in matters pertaining to fire protection and related activities in the district. The Board of Fire Trustees shall be composed of five (5) members to be appointed as follows: One Trustee shall be appointed from each town, township or part of a township contained in the district. The fifth shall be selected at the discretion of the Commissioners subject to experience, education and availability. The original Trustees shall be appointed as follows:

- a. One (1) for a term of one (1) year.
- b. One (1) for a term of two (2) years.
- c. One (1) for a term of three (3) years.
- d. All others for a term of four (4) years.

The terms shall expire on the first Monday of January of the year their appointments expire. As the terms expire, each new appointment is for a term of four (4) years. If a vacancy occurs on the Board, the county legislative body shall appoint a Trustee with the same residential qualifications to fulfill the unexpired term. The county legislative body may receive recommendations from the respective Townships of qualified candidates for placement on the Board of Fire Trustees.

8-35-5 Chapter 5: Officers

Annually at the January meeting, or in the case of the original Board at the time of their first meeting, the members of the Board of Fire Trustees shall elect among themselves a chairperson and a vice-chairperson. The members shall establish their own by-laws for operating the fire district.

8-35-6 Chapter 6: Duties

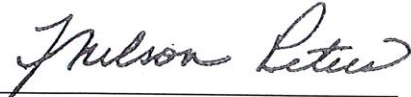
The Board of Fire Trustees and the Fire Protection District shall have the duties, responsibilities, and authority as provided for under Indiana Code § 36-8-11, *et. seq.*

8-35-7 Chapter 7: Effective Date

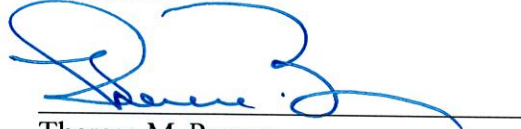
This Ordinance shall become effective as of the date of passage.

Passed this 16th day of December, 2022.

THE BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN



F. Nelson Peters



Therese M. Brown



Richard E. Beck

ATTEST:



Chris Cloud, Deputy Auditor

EXHIBIT E

Allen County Ordinance No. 12-16-22-16, Creating the West Central Allen County Fire Protection District

**BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
ORDINANCE DATED DECEMBER 16, 2022
ORDINANCE NUMBER 12-16-22-16**

WHEREAS, Indiana Code § 36-8-11 provides for the establishment of Fire Protection Districts throughout the State of Indiana; and

WHEREAS, Indiana Code § 36-8-11-4(a) in particular provides that “a county legislative body may establish fire protection districts for any of the following purposes:

- (1) Fire protection, including the capability for extinguishing all fires that might be reasonably expected because of the types of improvements, personal property, and real property within the boundaries of the district.
- (2) Fire prevention, including identification and elimination of all potential and actual sources of fire hazard.
- (3) Other purposes or functions related to fire protection and fire prevention.”; and

WHEREAS, Aboite Township (“Aboite”) and Lake Township (“Lake”) are contiguous Townships located entirely within Allen County Indiana, have their own respective Fire Departments, and Township Governments; and

WHEREAS, Aboite and Lake have notified the Commissioners of their respective desire to be included within a Fire Protection District and to this end have submitted to the Commissioners their respective consent resolutions of their Township Boards requesting this, petitions from the residents of the Townships requesting a District be established including their Township, and held informational public meetings to present financial and fire department operational information to the public; and

WHEREAS, the Board of Commissioners has reviewed these materials and having held their own public hearings on this matter on December 2, 2022, now on December 16, 2022 finds that the citizens and property within Aboite and Lake would be well-served by establishing a Fire Protection District that includes both of their Townships.

NOW, THEREFORE, be it Ordained by the Board of Commissioners of the County of Allen that:

8-36-1 Chapter 1: Name

This Ordinance shall be known as the West Central Allen County Fire Protection District Ordinance and shall establish the West Central Allen County Fire Protection District.

8-36-2 Chapter 2: Establishment

The Board of Commissioners pursuant to the authority granted pursuant to Ind. Code § 36-8-11-4(a) establish a Fire Protection District to include all the jurisdictional area of Lake Township and unincorporated Aboite Township, both of which are completely included in Allen County, Indiana.

8-36-3 Chapter 3: Purposes

The purposes of the Fire Protection District established herein shall be those purposes permitted and approved by law, and as particularly set forth in Ind. Code § 36-8-11-4(a).

8-36-4 Chapter 4: Board of Trustees

The fire district herein provided for shall be under the control and direction of a Board of Fire Trustees which Trustees must be qualified by knowledge and experience in matters pertaining to fire protection and related activities in the district. The Board of Fire Trustees shall be composed of three (3) members to be appointed as follows: One Trustee shall be appointed from each township or part of a township contained in the district. The third shall be selected at the discretion of the Board of Commissioners subject to experience, education and availability. The original Trustees shall be appointed as follows:

- a. One (1) for a term of one (1) year.
- b. One (1) for a term of two (2) years.
- c. One (1) for a term of three (3) years.

The terms shall expire on the first Monday of January of the year their appointments expire. As the terms expire, each new appointment is for a term of four (4) years. If a vacancy occurs on the Board, the county legislative body shall appoint a Trustee with the same residential qualifications to fulfill the unexpired term. The county legislative body may receive recommendations from the respective Townships of qualified candidates for placement on the Board of Fire Trustees.

8-36-5 Chapter 5: Officers

Annually at the January meeting, or in the case of the original Board at the time of their first meeting, the members of the Board of Fire Trustees shall elect among themselves a chairperson and a vice-chairperson. The members shall establish their own by-laws for operating the fire district.

8-36-6 Chapter 6: Duties

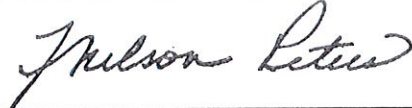
The Board of Fire Trustees and the Fire Protection District shall have the duties, responsibilities, and authority as provided for under Indiana Code § 36-8-11, *et. seq.*

8-36-7 Chapter 7: Effective Date

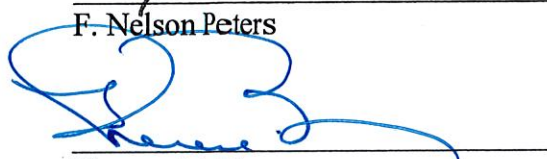
This Ordinance shall become effective as of the date of passage.

Passed this 16th day of December, 2022.

THE BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN



F. Nelson Peters



Therese M. Brown



Richard E. Beck

ATTEST:



Chris Cloud, Deputy Auditor

EXHIBIT F

**Allen County Ordinance No. 12-16-22-14, Creating the Southwest Allen County Fire
Protection District**

ALLEN COUNTY CODE TITLE 8 PUBLIC SAFETY

ARTICLE 17 SOUTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT

8-17-1 Chapter 1: Name

This Ordinance shall be known as the Southwest Allen County Fire Protection District Ordinance and shall establish the Southwest Allen County Fire Protection District.

8-17-2 Chapter 2: Establishment

The Board of Commissioners pursuant to the authority granted pursuant to Ind. Code § 36-8-11-11 amend the existing Southwest Fire Protection District to include all the jurisdictional area of unincorporated Wayne Township, unincorporated Pleasant Township, Marion Township and Lafayette Township, all of which are completely included in Allen County, Indiana.

8-17-3 Chapter 3: Purposes

The purposes of the Fire Protection District established herein shall be those purposes permitted and approved by law, and as particularly set forth in Ind. Code § 36-8-11-4(a).

8-17-4 Chapter 4: Board of Trustees

The fire district herein provided for shall be under the control and direction of a Board of Fire Trustees which Trustees must be qualified by knowledge and experience in matters pertaining to fire protection and related activities in the district. The Board of Fire Trustees shall be composed of five (5) members to be appointed as follows: One Trustee shall be appointed from each township or part of a township contained in the district. The fifth shall be selected at the discretion of the Commissioners subject to experience, education and availability. The original Trustees shall be appointed as follows:

- a. One (1) for a term of one (1) year.
- b. One (1) for a term of two (2) years.
- c. One (1) for a term of three (3) years.
- d. All others for a term of four (4) years.

The terms shall expire on the first Monday of January of the year their appointments expire. As the terms expire, each new appointment is for a term of four (4) years. If a vacancy occurs on the Board, the county legislative body shall appoint a Trustee with the same residential qualifications to fulfill the unexpired term. The county legislative body may receive recommendations from the respective Townships of qualified candidates for placement on the Board of Fire Trustees.

8-17-5 Chapter 5: Officers

Annually at the January meeting, or in the case of the original Board at the time of their first meeting, the members of the Board of Fire Trustees shall elect among themselves a chairperson and a vice-chairperson. The members shall establish their own by-laws for operating the fire district.

8-17-6 Chapter 6: Duties

The Board of Fire Trustees and the Fire Protection District shall have the duties, responsibilities, and authority as provided for under Indiana Code § 36-8-11, *et. seq.*

8-17-7 Chapter 7: Effective Date

This Ordinance shall become effective as of the date of passage.

Adopted December 16, 2022
Amended January 13, 2023

EXHIBIT G

**Town of Leo-Cedarville Ordinance No. 2023-02 – Ordinance to Withdraw from the
Northeast Allen County Fire Protection Territory**

Town of Leo-Cedarville Ordinance No. 2023-02
Ordinance to Withdraw from the Northeast Allen County Fire Protection Territory

WHEREAS, IC 36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and

WHEREAS, Cedar Creek Township (“Cedar Creek”), the Town of Grabill (“Grabill”) and Springfield Township (“Springfield”), the Town of Leo-Cedarville (“Leo-Cedarville”) and Scipio Township (“Scipio”) currently are members of the Northeast Allen County Fire and EMS Territory (“Territory”) by virtue of their respective Ordinances, Resolution and Interlocal Agreement entered into on March 28, 2022; and,

WHEREAS, On December 16, 2022, the Participating Units of the Territory were included into the Northeast Allen Fire Protection District by virtue of the Board of Commissioners of the County of Allen, Ordinance Number 12-16-22-13 (“District”); and,

WHEREAS, the jurisdictional area of the Territory and District are identical; and,

WHEREAS, the creation of the District renders the Territory unnecessary and the District has already begun the process of preparing to administer Fire and EMS services within their common jurisdictional area ; and

WHEREAS, the Town Council of Leo-Cedarville finds it is in the best interest of Town, the Territory and District that Leo-Cedarville withdraw from the Territory as part of the process to permit the District to assume operation of Fire and EMS services for the common jurisdictional area; and

NOW THEREFORE, IT IS HEREBY ORDAINED THAT:

1. Ind. Code § 36-8-19-13 permits any unit to withdraw from an established fire protection territory. This Ordinance shall be effective on passage and Leo-Cedarville’s involvement with the Territory shall conclude by Midnight, December 31, 2023 unless concluded sooner upon satisfaction of all the Territory Units that Fire and Emergency protection services can be provided by the District.

2. That Leo-Cedarville shall participate with each of the other participating units to receive all equipment, apparatus, buildings, land or any other capital item it provided to the Territory prior to March 28, 2022, its pro-rata share of the Territory Fire Operating Fund, its pro-rata share of the Territory Equipment Replacement Fund, unless otherwise agreed upon by the participating units to direct these resources otherwise pursuant to an interlocal agreement entered into pursuant to Ind. Code § 36-1-7 *et. seq.*

3. That Leo-Cedarville shall participate with each of the other participating units to receive its pro-rata share of all equipment, apparatus, building, land or any other capital item acquired by the Territory after March 22, 2022, such to appraisal and liquidation, or buy-out by

another participating unit, unless the participating units agree to transfer any such 'territory-acquired' assets to the District.

4. Any other winding-down matters resulting from this Ordinance shall be resolved pursuant to the Territory Interlocal, any relevant provisions of Ind. Code § 36-8-19, or by a subsequent interlocal agreement adopted by the Participating Units pursuant to Ind. Code § 36-1-7 *et. seq.*

This Ordinance is hereby adopted at the duly noticed meeting of the Town Council of Leo-Cedarville held this 21st day of March, 2023.

AYE

NAY

Murray V Pech

Scott Yod

Mr. Wick

R. D.

John Easter

Attest: Brenda Hale

Brenda Hale, Leo-Cedarville Clerk-Treasurer

EXHIBIT H

**Scipio Township Resolution No. XX – Resolution to Withdraw from the Northeast Allen
County Fire Protection Territory**

Scipio Township Resolution No.
Resolution to Withdraw from the Northeast Allen County Fire Protection Territory

WHEREAS, IC 36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and

WHEREAS, Cedar Creek Township ("Cedar Creek"), the Town of Grabill ("Grabill") and Scipio Township ("Scipio"), the Town of Leo-Cedarville ("Leo-Cedarville") and Springfield Township ("Springfield") currently are members of the Northeast Allen County Fire and EMS Territory ("Territory") by virtue of their respective Ordinances, Resolutions and an Interlocal Agreement entered into on March 28, 2022; and,

WHEREAS, On December 16, 2022, the Participating Units of the Territory were included into the Northeast Allen Fire Protection District by virtue of the Board of Commissioners of the County of Allen, Ordinance Number 12-16-22-13 ("District"); and,

WHEREAS, the jurisdictional area of the Territory and District are identical; and,

WHEREAS, the creation of the District renders the Territory unnecessary and the District has already begun the process of preparing to administer Fire and EMS services within their common jurisdictional area; and

WHEREAS, the Township Board of Scipio finds it is in the best interest of Township, the Territory and District that Scipio withdraw from the Territory as part of the process to permit the District to assume operation of Fire and EMS services for the common jurisdictional area; and

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. Ind. Code § 36-8-19-13 permits any unit to withdraw from an established fire protection territory. This Resolution shall be effective on passage and Scipio's involvement with the Territory shall conclude by Midnight, December 31, 2023 unless concluded sooner upon satisfaction of all the Territory Units that Fire and Emergency protection services can be provided by the District.

2. That Scipio shall participate with each of the other participating units to receive all equipment, apparatus, buildings, land or any other capital item it provided to the Territory prior to ~~December~~ March 28, 2022, its pro-rata share of the Territory Fire Operating Fund, its pro-rata share of the Territory Equipment Replacement Fund, unless otherwise agreed upon by the participating units to direct these resources otherwise pursuant to an interlocal agreement entered into pursuant to Ind. Code § 36-1-7 *et. seq.*

3. That Scipio shall participate with each of the other participating units to receive its pro-rata share of all equipment, apparatus, building, land or any other capital item acquired by the Territory after March 22, 2022, subject to appraisal and liquidation, or buy-out by another

W
3-21-23

participating unit, unless the participating units agree to transfer any such 'territory-acquired' assets to the District.

4. Any other winding-down matters resulting from this Resolution shall be resolved pursuant to the Territory Interlocal, any relevant provisions of Ind. Code § 36-8-19, or by a subsequent interlocal agreement adopted by the Participating Units pursuant to Ind. Code § 36-1-7 *et. seq.*

This Resolution is hereby adopted at the duly noticed meeting of the Township Board of Scipio held this 21st day of March, 2023.

AYE

NAY

Paul Omo

Robert Kurtz

Neil Noel

Attest:

James Kinze

, Trustee, Scipio Township

EXHIBIT I

**Springfield Township Resolution No. 2023-1 – Resolution to Withdraw from the Northeast
Allen County Fire Protection Territory**

Springfield Township Resolution No. 2023-1
Resolution to Withdraw from the Northeast Allen County Fire Protection Territory

WHEREAS, IC 36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and

WHEREAS, Cedar Creek Township ("Cedar Creek"), the Town of Grabill ("Grabill") Springfield Township ("Springfield"), the Town of Leo-Cedarville ("Leo-Cedarville") and Scipio Township ("Scipio") currently are members of the Northeast Allen County Fire and EMS Territory ("Territory") by virtue of their respective Ordinances, Resolutions and an Interlocal Agreement entered into on March 28, 2022; and,

WHEREAS, On December 16, 2022, the Participating Units of the Territory were included into the Northeast Allen Fire Protection District by virtue of the Board of Commissioners of the County of Allen, Ordinance Number 12-16-22-13 ("District"); and,

WHEREAS, the jurisdictional area of the Territory and District are identical; and,

WHEREAS, the creation of the District renders the Territory unnecessary and the District has already begun the process of preparing to administer Fire and EMS services within their common jurisdictional area; and

WHEREAS, the Township Board of Springfield finds it is in the best interest of Township, the Territory and District that Springfield withdraw from the Territory as part of the process to permit the District to assume operation of Fire and EMS services for the common jurisdictional area; and

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. Ind. Code § 36-8-19-13 permits any unit to withdraw from an established fire protection territory. This Resolution shall be effective on passage and Springfield's involvement with the Territory shall conclude by Midnight, December 31, 2023 unless concluded sooner upon satisfaction of all the Territory Units that Fire and Emergency protection services can be provided by the District.

2. That Springfield shall participate with each of the other participating units to receive all equipment, apparatus, buildings, land or any other capital item it provided to the Territory prior to March 28, 2022, its pro-rata share of the Territory Fire Operating Fund, its pro-rata share of the Territory Equipment Replacement Fund, unless otherwise agreed upon by the participating units to direct these resources otherwise pursuant to an interlocal agreement entered into pursuant to Ind. Code § 36-1-7 *et. seq.*

3. That Springfield shall participate with each of the other participating units to receive its pro-rata share of all equipment, apparatus, building, land or any other capital item acquired by the Territory after March 22, 2022, subject to appraisal and liquidation, or buy-out by another

participating unit, unless the participating units agree to transfer any such 'territory-acquired' assets to the District.

4. Any other winding-down matters resulting from this Resolution shall be resolved pursuant to the Territory Interlocal, any relevant provisions of Ind. Code § 36-8-19, or by a subsequent interlocal agreement adopted by the Participating Units pursuant to Ind. Code § 36-1-7 *et. seq.*

This Resolution is hereby adopted at the duly noticed meeting of the Township Board of Springfield held this 22nd day of March, 2023.

AYE
Mark Reemke

NAY

Brian J. Amstutz

Attest:

William E. Harris

, Trustee, Springfield Township

EXHIBIT J

**Town of Grabill Ordinance No. XXX – Ordinance to Withdraw from the Northeast Allen
County Fire Protection Territory**

Town of Grabill Ordinance No. 708-2023
Ordinance to Withdraw from the Northeast Allen County Fire Protection Territory

WHEREAS, IC 36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and

WHEREAS, Cedar Creek Township (“Cedar Creek”), the Town of Grabill (“Grabill”), Springfield Township (“Springfield”), the Town of Leo-Cedarville (“Leo-Cedarville”) and Scipio Township (“Scipio”) currently are members of the Northeast Allen County Fire and EMS Territory (“Territory”) by virtue of their respective Ordinances, Resolution and Interlocal Agreement entered into on March 28, 2022; and,

WHEREAS, On December 16, 2022, the Participating Units of the Territory were included into the Northeast Allen Fire Protection District by virtue of the Board of Commissioners of the County of Allen, Ordinance Number 12-16-22-13 (“District”); and,

WHEREAS, the jurisdictional area of the Territory and District are identical; and,

WHEREAS, the creation of the District renders the Territory unnecessary and the District has already begun the process of preparing to administer Fire and EMS services within their common jurisdictional area ; and

WHEREAS, the Town Council of Grabill finds it is in the best interest of Town, the Territory and District that Grabill withdraw from the Territory as part of the process to permit the District to assume operation of Fire and EMS services for the common jurisdictional area; and

NOW THEREFORE, IT IS HEREBY ORDAINED THAT:

1. Ind. Code § 36-8-19-13 permits any unit to withdraw from an established fire protection territory. This Ordinance shall be effective on passage and Grabill’s involvement with the Territory shall conclude by Midnight, December 31, 2023 unless concluded sooner upon satisfaction of all the Territory Units that Fire and Emergency protection services can be provided by the District.

2. That Grabill shall participate with each of the other participating units to receive all equipment, apparatus, buildings, land or any other capital item it provided to the Territory prior to December March 28, 2022, its pro-rata share of the Territory Fire Operating Fund, its pro-rata share of the Territory Equipment Replacement Fund, unless otherwise agreed upon by the participating units to direct these resources otherwise pursuant to an interlocal agreement entered into pursuant to Ind. Code § 36-1-7 *et. seq.*

3. That Grabill shall participate with each of the other participating units to receive its pro-rata share of all equipment, apparatus, building, land or any other capital item acquired by the Territory after March 22, 2022, such to appraisal and liquidation, or buy-out by another

participating unit, unless the participating units agree to transfer any such 'territory-acquired' assets to the District.

4. Any other winding-down matters resulting from this Ordinance shall be resolved pursuant to the Territory Interlocal, any relevant provisions of Ind. Code § 36-8-19, or by a subsequent interlocal agreement adopted by the Participating Units pursuant to Ind. Code § 36-1-7 et. seq.

This Ordinance is hereby adopted at the duly noticed meeting of the Town Council of Grabill held this 28 day of March, 2023.

AYE

NAY

[Signature]

[Signature]

Attest: [Signature], Grabill Clerk-Treasurer

EXHIBIT K

**Cedar Creek Township Resolution No. XX – Resolution to Withdraw from the Northeast
Allen County Fire Protection Territory**

CEDAR CREEK TOWNSHIP RESOLUTION NO. _____
RESOLUTION TO WITHDRAW FROM THE NORTHEAST ALLEN COUNTY FIRE
PROTECION TERRITORY

WHEREAS, IC 36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and")

WHEREAS, Cedar Creek Township ("Cedar Creek"), the Town of Grabill ("Grabill"), Springfield Township ("Springfield"), the Town of Leo-Cedarville ("Leo-Cedarville"), and Scipio Township ("Scipio") currently are members of the Northeast Allen County Fire and EMS Territory ("Territory") by virtue of their respective Ordinances, Resolutions and an Interlocal Agreement entered into on March 28, 2022; and,

WHEREAS, On December 16, 2022, the Participating Units of the Territory were included into the Northeast Allen Fire Protection District by virtue of the Board of Commissioners of the County of Allen, Ordinance Number 12-16-22-13 ("District"); and

WHEREAS, the jurisdictional area of the Territory and District are identical; and,

WHEREAS, the creation of the District renders the Territory unnecessary and the District has already begun the process of preparing to administer Fire and EMS services within their common jurisdictional area; and

WHEREAS, the Township Board of Cedar Creek finds it is in the best interest of Township, the Territory and District that Cedar Creek withdraw from the Territory as part of the process to permit the District to assume operation of Fire and EMS services for the common jurisdictional area; and

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

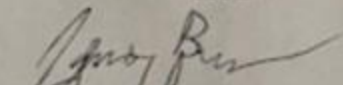
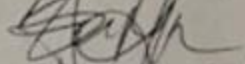
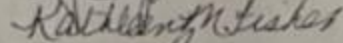
1. Ind. Code 36-8-19-13 permits any unit to withdraw from an established fire protection territory. This Resolution shall be effective on passage and Cedar Creek's involvement with the Territory shall conclude by Midnight, December 31, 2023 unless concluded sooner upon satisfaction of all the Territory Units that Fire and Emergency protection services can be provided by the District.
2. That Cedar Creek shall participate with each of the other participating units to receive all equipment, apparatus, buildings, land or any other capital item it provided to the Territory prior to December March 28, 2022, its pro-rata share of the Territory Fire Operating Fund, its pro-rata share of the Territory Equipment replacement Fund, unless otherwise agreed upon by the participating units to direct these resources otherwise pursuant to an interlocal agreement entered into pursuant to Ind. Cod 36-1-7 et. Seq.

3. That Cedar Creek shall participate with each of the other participating units to receive its pro-rata share of all equipment, apparatus, building, land or any other capital item acquired by the Territory after March 22, 2022, subject to appraisal and liquidation, or buy-out by another participating unit, unless the participating units agree to transfer any such 'territory-acquired' assets to the District.
4. Any other winding-down matters resulting from this Resolution shall be resolved pursuant to the Territory Interlocal, any relevant provisions of Ind. Code 36-8-19, or by a subsequent interlocal agreement adopted by the Participating Units pursuant to Ind. Code 36-1-7 et.seq.

THIS RESOLUTION IS HEREBY ADOPTED AT THE DULY NOTICED MEETING OF THE TOWNSHIP BOARD OF CEDAR CREEK HELD THE 28TH DAY OF MARCH, 2023

AYE

NAY

1. 
2. 
3. 

ATTEST:

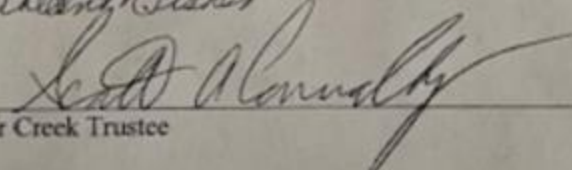

Cedar Creek Trustee

EXHIBIT L

Resolutions of Fire District, Northwest, West Central, and Southwest to Join Territory

NORTHEAST ALLEN COUNTY FIRE PROTECTION DISTRICT

RESOLUTION TO JOIN THE WOODBURN-NEW HAVEN FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 (the “**2021 Interlocal Agreement**”) wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-13, the Northeast Allen County Fire Protection District (the “**Fire District**”) was created on December 16, 2022, comprising of the Town of Grabill, the Town of Leo-Cedarville, unincorporated Cedar Creek Township, Springfield Township, and Scipio Township;

WHEREAS, pursuant to Indiana Code § 36-8-19-6, to expand a fire protection territory, the legislative bodies of each unit or fire protection district desiring to expand an existing fire protection territory by becoming a participating unit in an existing fire protection territory must adopt an ordinance or resolution to do so;

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, and Southwest Allen County Fire Protection District desire to enter into an Interlocal Cooperation Agreement wherein all parties agree to join the Territory (amending the 2021 Interlocal Agreement) (the “**2026 Interlocal Agreement**”);

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), the Fire District desires to authorize becoming a party to the 2026 Interlocal Agreement for the expansion of the existing Territory;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(4), three (3) required public hearings to receive public comment for the adoption of this Resolution were held as follows: the first public hearing was held on Monday, February 23, 2026 at 10:00 AM; the second public hearing was held on Monday, March 2, 2026 at 1:00 PM; and the third public hearing was held on Monday, March 9, 2026 at 6:00 PM; and

WHEREAS, the proposed 2026 Interlocal Agreement has been circulated to and reviewed by all Fire District Board of Fire Trustees and the Board of Fire Trustees now desire to adopt the 2026 Interlocal Agreement and authorize the execution thereof.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Authorization of Fire District Board of Fire Trustees.** The Fire District Board of Fire Trustees, each, individually, as authorized representatives of the Fire District, are hereby authorized to execute any and all documents related to the 2026 Interlocal Agreement and the terms and obligations contemplated hereby and to take any and all actions which such persons deem necessary or appropriate to complete the transaction contemplated by this Resolution. Any and all documents executed by any member of the Fire District Board of Fire Trustees in connection with the action contemplated by this Resolution are hereby approved.

2. **Effect on Territory.** Pursuant to the 2021 Interlocal Agreement as to be amended, and the 2026 Interlocal Agreement, the Fire District Board of Fire Trustees acknowledge and approve the following with regards to the Territory:

a. **Boundaries of Proposed Territory.** The boundaries of the proposed Territory shall include the following taxing districts: 042 (Cedar Creek); 043 (Grabill); 061 (Scipio); 062 (Springfield); 082 (Leo-Cedarville); 044 (Eel River); 057 (Perry); 058 (Huntertown); 065 (Washington); 066 (Washington: Transit); 087 (Huntertown – Eel River); 038 (Aboite); 049 (Lake); 048 (Lafayette); 051

(Marion); 059 (Pleasant); 060 (Pleasant: Transit); 067 (Wayne); 068 (Wayne: Transit); 079 (Zanesville); 039 (Adams); 040 (Adams: Transit); 041 (New Haven – Adams); 046 (Jefferson); 047 (New Haven – Jefferson); 052 (Maumee); 053 (Woodburn); 054 (Milan); 085 (New Haven – St. Joe).

b. **Provider Unit and Participating Units.** Subject to the terms and condition of the 2026 Interlocal Agreement, the Provider Unit of the Territory shall be Northeast Allen County Fire Protection District. The Participating Units of the Territory are as follows: Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, Southwest Allen County Fire Protection District, City of Woodburn, City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township.

3. **Agreement to Establish the Territory, for the Imposition of Tax Rates, and Disposition of Property.** The Agreement between all Participating Units to establish the expanded Territory, to address the imposition of tax rates, and to govern the disposition of property if a Participating Unit withdraws from the Territory or the Territory is dissolved shall be those terms and obligations as provided in the 2021 Interlocal Agreement as amended by the 2026 Interlocal Agreement.

This Resolution is hereby adopted at the duly noticed meeting of the Northeast Allen County Fire Protection District Board of Trustees held this _____ day of March, 2026.

Randy Raypole, Chair

Brandon Reichert, Vice-Chair

Jim Kruse, Secretary

Brian Amstutz, Member

Christian Jacobs, Member

NORTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT

RESOLUTION TO JOIN THE WOODBURN-NEW HAVEN FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 (the “**2021 Interlocal Agreement**”) wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-15, the Northwest Allen County Fire Protection District (the “**Fire District**”) was created on December 16, 2022, comprising of the Town of Huntertown, unincorporated Washington Township, unincorporated Eel River Township, and unincorporated Perry Township;

WHEREAS, pursuant to Indiana Code § 36-8-19-6, to expand a fire protection territory, the legislative bodies of each unit or fire protection district desiring to expand an existing fire protection territory by becoming a participating unit in an existing fire protection territory must adopt an ordinance or resolution to do so;

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, and Southwest Allen County Fire Protection District desire to enter into an Interlocal Cooperation Agreement wherein all parties agree to join the Territory (amending the 2021 Interlocal Agreement) (the “**2026 Interlocal Agreement**”);

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), the Fire District desires to authorize becoming a party to the 2026 Interlocal Agreement for the expansion of the existing Territory;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(4), three (3) required public hearings to receive public comment for the adoption of this Resolution were held as follows: the first public hearing was held on Monday, February 23, 2026 at 10:00 AM; the second public hearing was held on Monday, March 2, 2026 at 1:00 PM; and the third public hearing was held on Monday, March 9, 2026 at 6:00 PM; and

WHEREAS, the proposed 2026 Interlocal Agreement has been circulated to and reviewed by all Fire District Board of Fire Trustees and the Board of Fire Trustees now desire to adopt the 2026 Interlocal Agreement and authorize the execution thereof.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Authorization of Fire District Board of Fire Trustees.** The Fire District Board of Fire Trustees, each, individually, as authorized representatives of the Fire District, are hereby authorized to execute any and all documents related to the 2026 Interlocal Agreement and the terms and obligations contemplated hereby and to take any and all actions which such persons deem necessary or appropriate to complete the transaction contemplated by this Resolution. Any and all documents executed by any member of the Fire District Board of Fire Trustees in connection with the action contemplated by this Resolution are hereby approved.

2. **Effect on Territory.** Pursuant to the 2021 Interlocal Agreement as to be amended, and the 2026 Interlocal Agreement, the Fire District Board of Fire Trustees acknowledge and approve the following with regards to the Territory:

a. **Boundaries of Proposed Territory.** The boundaries of the proposed Territory shall include the following taxing districts: 042 (Cedar Creek); 043 (Grabill); 061 (Scipio); 062 (Springfield); 082 (Leo-Cedarville); 044 (Eel River); 057 (Perry); 058 (Huntertown); 065 (Washington); 066 (Washington: Transit); 087 (Huntertown – Eel River); 038 (Aboite); 049 (Lake); 048 (Lafayette); 051

(Marion); 059 (Pleasant); 060 (Pleasant: Transit); 067 (Wayne); 068 (Wayne: Transit); 079 (Zanesville); 039 (Adams); 040 (Adams: Transit); 041 (New Haven – Adams); 046 (Jefferson); 047 (New Haven – Jefferson); 052 (Maumee); 053 (Woodburn); 054 (Milan); 085 (New Haven – St. Joe).

b. Provider Unit and Participating Units. Subject to the terms and condition of the 2026 Interlocal Agreement, the Provider Unit of the Territory shall be Northeast Allen County Fire Protection District. The Participating Units of the Territory are as follows: Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, Southwest Allen County Fire Protection District, City of Woodburn, City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township.

3. Agreement to Establish the Territory, for the Imposition of Tax Rates, and Disposition of Property. The Agreement between all Participating Units to establish the expanded Territory, to address the imposition of tax rates, and to govern the disposition of property if a Participating Unit withdraws from the Territory or the Territory is dissolved shall be those terms and obligations as provided in the 2021 Interlocal Agreement as amended by the 2026 Interlocal Agreement.

This Resolution is hereby adopted at the duly noticed meeting of the Northwest Allen County Fire Protection District Board of Trustees held this _____ day of March, 2026.

Michael Messmann, Chair

Barry Kunkle, Vice-Chair

Tom Hattery, Secretary

Ron Meikle, Member

Vacancy

SOUTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT

RESOLUTION TO JOIN THE WOODBURN-NEW HAVEN FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 (the “**2021 Interlocal Agreement**”) wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and an ordinance passed by the Board of Commissioners of the County of Allen, and as further amended on December 16, 2022 by Ordinance No. 12-16-22-14, the Southwest Allen County Fire Protection District (the “**Fire District**”) was created on December 22, 1986, comprising of unincorporated Wayne Township, unincorporated Pleasant Township, Marion Township, and Lafayette Township;

WHEREAS, pursuant to Indiana Code § 36-8-19-6, to expand a fire protection territory, the legislative bodies of each unit or fire protection district desiring to expand an existing fire protection territory by becoming a participating unit in an existing fire protection territory must adopt an ordinance or resolution to do so;

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, and Southwest Allen County Fire Protection District desire to enter into an Interlocal Cooperation Agreement wherein all parties agree to join the Territory (amending the 2021 Interlocal Agreement) (the “**2026 Interlocal Agreement**”);

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), the Fire District desires to authorize becoming a party to the 2026 Interlocal Agreement for the expansion of the existing Territory;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(4), three (3) required public hearings to receive public comment for the adoption of this Resolution were held as follows: the first public hearing was held on Monday, February 23, 2026 at 10:00 AM; the second public hearing was held on Monday, March 2, 2026 at 1:00 PM; and the third public hearing was held on Monday, March 9, 2026 at 6:00 PM; and

WHEREAS, the proposed 2026 Interlocal Agreement has been circulated to and reviewed by all Fire District Board of Fire Trustees and the Board of Fire Trustees now desire to adopt the 2026 Interlocal Agreement and authorize the execution thereof.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Authorization of Fire District Board of Fire Trustees.** The Fire District Board of Fire Trustees, each, individually, as authorized representatives of the Fire District, are hereby authorized to execute any and all documents related to the 2026 Interlocal Agreement and the terms and obligations contemplated hereby and to take any and all actions which such persons deem necessary or appropriate to complete the transaction contemplated by this Resolution. Any and all documents executed by any member of the Fire District Board of Fire Trustees in connection with the action contemplated by this Resolution are hereby approved.

2. **Effect on Territory.** Pursuant to the 2021 Interlocal Agreement as to be amended, and the 2026 Interlocal Agreement, the Fire District Board of Fire Trustees acknowledge and approve the following with regards to the Territory:

a. **Boundaries of Proposed Territory.** The boundaries of the proposed Territory shall include the following taxing districts: 042 (Cedar Creek); 043 (Grabill); 061 (Scipio); 062 (Springfield); 082 (Leo-Cedarville); 044 (Eel River); 057 (Perry); 058 (Huntertown); 065 (Washington); 066 (Washington: Transit); 087 (Huntertown – Eel River); 038 (Aboite); 049 (Lake); 048 (Lafayette); 051

(Marion); 059 (Pleasant); 060 (Pleasant: Transit); 067 (Wayne); 068 (Wayne: Transit); 079 (Zanesville); 039 (Adams); 040 (Adams: Transit); 041 (New Haven – Adams); 046 (Jefferson); 047 (New Haven – Jefferson); 052 (Maumee); 053 (Woodburn); 054 (Milan); 085 (New Haven – St. Joe).

b. **Provider Unit and Participating Units.** Subject to the terms and condition of the 2026 Interlocal Agreement, the Provider Unit of the Territory shall be Northeast Allen County Fire Protection District. The Participating Units of the Territory are as follows: Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, Southwest Allen County Fire Protection District, City of Woodburn, City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township.

3. **Agreement to Establish the Territory, for the Imposition of Tax Rates, and Disposition of Property.** The Agreement between all Participating Units to establish the expanded Territory, to address the imposition of tax rates, and to govern the disposition of property if a Participating Unit withdraws from the Territory or the Territory is dissolved shall be those terms and obligations as provided in the 2021 Interlocal Agreement as amended by the 2026 Interlocal Agreement.

This Resolution is hereby adopted at the duly noticed meeting of the Southwest Allen County Fire Protection District Board of Trustees held this _____ day of March, 2026.

Larry Owen, Chair

Calvin Thiele, Vice-Chair

Eldon Kumfer, Secretary

Tim Arnold, Member

Vacancy

WEST CENTRAL ALLEN COUNTY FIRE PROTECTION DISTRICT

RESOLUTION TO JOIN THE WOODBURN-NEW HAVEN FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 (the “**2021 Interlocal Agreement**”) wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-16, the West Central Allen County Fire Protection District (the “**Fire District**”) was created on December 16, 2022, comprising of unincorporated Aboite Township and unincorporated Lake Township;

WHEREAS, pursuant to Indiana Code § 36-8-19-6, to expand a fire protection territory, the legislative bodies of each unit or fire protection district desiring to expand an existing fire protection territory by becoming a participating unit in an existing fire protection territory must adopt an ordinance or resolution to do so;

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, and Southwest Allen County Fire Protection District desire to enter into an Interlocal Cooperation Agreement wherein all parties agree to join the Territory (amending the 2021 Interlocal Agreement) (the “**2026 Interlocal Agreement**”);

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), the Fire District desires to authorize becoming a party to the 2026 Interlocal Agreement for the expansion of the existing Territory;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(4), three (3) required public hearings to receive public comment for the adoption of this Resolution were held as follows: the first public

hearing was held on Monday, February 23, 2026 at 10:00 AM; the second public hearing was held on Monday, March 2, 2026 at 1:00 PM; and the third public hearing was held on Monday, March 9, 2026 at 6:00 PM; and

WHEREAS, the proposed 2026 Interlocal Agreement has been circulated to and reviewed by all Fire District Board of Fire Trustees and the Board of Fire Trustees now desire to adopt the 2026 Interlocal Agreement and authorize the execution thereof.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Authorization of Fire District Board of Fire Trustees.** The Fire District Board of Fire Trustees, each, individually, as authorized representatives of the Fire District, are hereby authorized to execute any and all documents related to the 2026 Interlocal Agreement and the terms and obligations contemplated hereby and to take any and all actions which such persons deem necessary or appropriate to complete the transaction contemplated by this Resolution. Any and all documents executed by any member of the Fire District Board of Fire Trustees in connection with the action contemplated by this Resolution are hereby approved.

2. **Effect on Territory.** Pursuant to the 2021 Interlocal Agreement as to be amended, and the 2026 Interlocal Agreement, the Fire District Board of Fire Trustees acknowledge and approve the following with regards to the Territory:

a. **Boundaries of Proposed Territory.** The boundaries of the proposed Territory shall include the following taxing districts: 042 (Cedar Creek); 043 (Grabill); 061 (Scipio); 062 (Springfield); 082 (Leo-Cedarville); 044 (Eel River); 057 (Perry); 058 (Huntertown); 065 (Washington); 066 (Washington: Transit); 087 (Huntertown – Eel River); 038 (Aboite); 049 (Lake); 048 (Lafayette); 051 (Marion); 059 (Pleasant); 060 (Pleasant: Transit); 067 (Wayne); 068 (Wayne: Transit); 079 (Zanesville);

039 (Adams); 040 (Adams: Transit); 041 (New Haven – Adams); 046 (Jefferson); 047 (New Haven – Jefferson); 052 (Maumee); 053 (Woodburn); 054 (Milan); 085 (New Haven – St. Joe).

b. **Provider Unit and Participating Units.** Subject to the terms and condition of the 2026 Interlocal Agreement, the Provider Unit of the Territory shall be Northeast Allen County Fire Protection District. The Participating Units of the Territory are as follows: Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, Southwest Allen County Fire Protection District, City of Woodburn, City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township.

3. **Agreement to Establish the Territory, for the Imposition of Tax Rates, and Disposition of Property.** The Agreement between all Participating Units to establish the expanded Territory, to address the imposition of tax rates, and to govern the disposition of property if a Participating Unit withdraws from the Territory or the Territory is dissolved shall be those terms and obligations as provided in the 2021 Interlocal Agreement as amended by the 2026 Interlocal Agreement.

This Resolution is hereby adopted at the duly noticed meeting of the West Central Allen County Fire Protection District Board of Trustees held this _____ day of March, 2026.

Mike Meyers, Chair

Lance Dafforn, Vice-Chair

Dave Guadnola, Secretary

Chandler Branning, Member

Chuck Dwyer, Member

EXHIBIT M

Territory Resolution Authorizing Fire District to Join Territory

ADAMS TOWNSHIP

RESOLUTION NO. _____

RESOLUTION TO EXPAND THE WOODBURN – NEW HAVEN FIRE & EMS PROTECTION TERRITORY TO INCLUDE THE NORTHEAST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE NORTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE SOUTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, AND THE WEST CENTRAL ALLEN COUNTY FIRE PROTECTION DISTRICT

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 (the “**2021 Interlocal Agreement**”) wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-13, the Northeast Allen County Fire Protection District (the “**NE Fire District**”) was created on December 16, 2022, comprising of the Town of Grabill, the Town of Leo-Cedarville, unincorporated Cedar Creek Township, Springfield Township, and Scipio Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-12, the Northwest Allen County Fire Protection District (the “**NW Fire District**”) was created on December 16, 2022, comprising of the Town of Huntertown, unincorporated Washington Township, unincorporated Eel River Township, and unincorporated Perry Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-16, and as further amended on January 13, 2022 by Ordinance Number 01-13-23-01, the West Central Allen County Fire Protection District (the “**WC Fire District**”) was created on December 16, 2022, comprising of unincorporated Aboite Township and unincorporated Lake Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and an ordinance passed by the Board of Commissioners of the County of Allen, and as further amended on December 16, 2022, by Ordinance Number 12-16-22-14, the Southwest Allen County Fire Protection District (the “**SW Fire District**”) was

created on December 22, 1986, comprising of unincorporated Wayne Township, unincorporated Pleasant Township, Marion Township, and Lafayette Township;

WHEREAS, pursuant to Indiana Code § 36-8-19-6, to expand a fire protection territory, the legislative bodies of each unit or fire protection district desiring to expand an existing fire protection territory by becoming a participating unit in an existing fire protection territory must adopt an ordinance or resolution to do so;

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, and Southwest Allen County Fire Protection District desire to enter into an Interlocal Cooperation Agreement wherein all parties agree to join the Territory (amending the 2021 Interlocal Agreement) (the “**2026 Interlocal Agreement**”);

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), Adams Township desires to authorize becoming a party to the 2026 Interlocal Agreement for the expansion of the existing Territory;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(4), three (3) required public hearings to receive public comment for the adoption of this Resolution were held as follows: the first public hearing was held on Monday, February 23, 2026 at 10:00 AM; the second public hearing was held on Monday, March 2, 2026 at 1:00 PM; and the third public hearing was held on Monday, March 9, 2026 at 6:00 PM; and

WHEREAS, the proposed 2026 Interlocal Agreement has been circulated to and reviewed by all Township Board Members for Adams Township, and the Township Board Members now desire to adopt the 2026 Interlocal Agreement and authorize the execution thereof.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Direction to Adams Township Trustee to Execute 2026 Interlocal Agreement.** The Adams Township Trustee is hereby authorized and directed to execute any and all documents related to the 2026 Interlocal Agreement and the terms and obligations contemplated hereby and to take any and all actions which such persons deem necessary or appropriate to complete the transaction contemplated by this Resolution. Any and all documents executed by the Adams Township Trustee in connection with the action contemplated by this Resolution are hereby approved.

2. **Effect on Territory.** Pursuant to the 2021 Interlocal Agreement as to be amended, and the 2026 Interlocal Agreement, the Adams Township Board of Trustees acknowledge and approve the following with regards to the Territory:

a. **Boundaries of Proposed Territory.** The boundaries of the proposed Territory shall include the following taxing districts: 042 (Cedar Creek); 043 (Grabill); 061 (Scipio); 062 (Springfield); 082 (Leo-Cedarville); 044 (Eel River); 057 (Perry); 058 (Huntertown); 065 (Washington); 066 (Washington: Transit); 087 (Huntertown – Eel River); 038 (Aboite); 049 (Lake); 048 (Lafayette); 051 (Marion); 059 (Pleasant); 060 (Pleasant: Transit); 067 (Wayne); 068 (Wayne: Transit); 079 (Zanesville); 039 (Adams); 040 (Adams: Transit); 041 (New Haven – Adams); 046 (Jefferson); 047 (New Haven – Jefferson); 052 (Maumee); 053 (Woodburn); 054 (Milan); 085 (New Haven – St. Joe).

b. **Provider Unit and Participating Units.** Subject to the terms and condition of the 2026 Interlocal Agreement, the Provider Unit of the Territory shall be Northeast Allen County Fire Protection District. The Participating Units of the Territory are as follows: Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, Southwest Allen County Fire Protection District, City of Woodburn, City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township.

3. Agreement to Establish the Territory, for the Imposition of Tax Rates, and Disposition of Property. The Agreement between all Participating Units to establish the expanded Territory, to address the imposition of tax rates, and to govern the disposition of property if a Participating Unit withdraws from the Territory or the Territory is dissolved shall be those terms and obligations as provided in the 2021 Interlocal Agreement as amended by the 2026 Interlocal Agreement.

This Resolution is hereby adopted at the duly noticed meeting of the Township Board of Adams Township held this _____ day of March, 2026.

Chad Bauer, Board Member

Ivan Almodovar, Board Member

Allison Olinger, Board Member

ATTEST:

Denita Washington, Trustee

CITY OF NEW HAVEN

ORDINANCE NO. _____

ORDINANCE TO EXPAND THE WOODBURN – NEW HAVEN FIRE & EMS PROTECTION TERRITORY TO INCLUDE THE NORTHEAST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE NORTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE SOUTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, AND THE WEST CENTRAL ALLEN COUNTY FIRE PROTECTION DISTRICT

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 (the “**2021 Interlocal Agreement**”) wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-13, the Northeast Allen County Fire Protection District (the “**NE Fire District**”) was created on December 16, 2022, comprising of the Town of Grabill, the Town of Leo-Cedarville, unincorporated Cedar Creek Township, Springfield Township, and Scipio Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-12, the Northwest Allen County Fire Protection District (the “**NW Fire District**”) was created on December 16, 2022, comprising of the Town of Hometown, unincorporated Washington Township, unincorporated Eel River Township, and unincorporated Perry Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-16, and as further amended on January 13, 2022 by Ordinance Number 01-13-23-01, the West Central Allen County Fire Protection District (the “**WC Fire District**”) was created on December 16, 2022, comprising of unincorporated Aboite Township and unincorporated Lake Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and an ordinance passed by the Board of Commissioners of the County of Allen, and as further amended on December 16, 2022, by Ordinance Number 12-16-22-14, the Southwest Allen County Fire Protection District (the “**SW Fire District**”) was

created on December 22, 1986, comprising of unincorporated Wayne Township, unincorporated Pleasant Township, Marion Township, and Lafayette Township;

WHEREAS, pursuant to Indiana Code § 36-8-19-6, to expand a fire protection territory, the legislative bodies of each unit or fire protection district desiring to expand an existing fire protection territory by becoming a participating unit in an existing fire protection territory must adopt an ordinance or resolution to do so;

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, and Southwest Allen County Fire Protection District desire to enter into an Interlocal Cooperation Agreement wherein all parties agree to join the Territory (amending the 2021 Interlocal Agreement) (the “**2026 Interlocal Agreement**”);

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), the City of New Haven desires to authorize becoming a party to the 2026 Interlocal Agreement for the expansion of the existing Territory;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(4), three (3) required public hearings to receive public comment for the adoption of this Ordinance were held as follows: the first public hearing was held on Monday, February 23, 2026 at 10:00 AM; the second public hearing was held on Monday, March 2, 2026 at 1:00 PM; and the third public hearing was held on Monday, March 9, 2026 at 6:00 PM; and

WHEREAS, the proposed 2026 Interlocal Agreement has been circulated to and reviewed by all Councilmen and Councilwomen for the City of New Haven, and the Councilmen and Councilwomen now desire to adopt the 2026 Interlocal Agreement and authorize the execution thereof.

NOW, THEREFORE, IT IS HEREBY ORDAINED THAT:

1. **Direction to Mayor to Execute 2026 Interlocal Agreement.** The Mayor of the City of New Haven is hereby authorized and directed to execute any and all documents related to the 2026 Interlocal Agreement and the terms and obligations contemplated hereby and to take any and all actions which the Mayor deems necessary or appropriate to complete the transaction contemplated by this Ordinance. Any and all documents executed by the Mayor of the City of New Haven in connection with the action contemplated by this Ordinance is hereby approved.

2. **Effect on Territory.** Pursuant to the 2021 Interlocal Agreement as to be amended, and the 2026 Interlocal Agreement, the Councilmen and Councilwomen of the City of New Haven acknowledge and approve the following with regards to the Territory:

a. **Boundaries of Proposed Territory.** The boundaries of the proposed Territory shall include the following taxing districts: 042 (Cedar Creek); 043 (Grabill); 061 (Scipio); 062 (Springfield); 082 (Leo-Cedarville); 044 (Eel River); 057 (Perry); 058 (Huntertown); 065 (Washington); 066 (Washington: Transit); 087 (Huntertown – Eel River); 038 (Aboite); 049 (Lake); 048 (Lafayette); 051 (Marion); 059 (Pleasant); 060 (Pleasant: Transit); 067 (Wayne); 068 (Wayne: Transit); 079 (Zanesville); 039 (Adams); 040 (Adams: Transit); 041 (New Haven – Adams); 046 (Jefferson); 047 (New Haven – Jefferson); 052 (Maumee); 053 (Woodburn); 054 (Milan); 085 (New Haven – St. Joe).

b. **Provider Unit and Participating Units.** Subject to the terms and condition of the 2026 Interlocal Agreement, the Provider Unit of the Territory shall be Northeast Allen County Fire Protection District. The Participating Units of the Territory are as follows: Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, Southwest Allen County Fire Protection District, City of Woodburn, City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township.

3. Agreement to Establish the Territory, for the Imposition of Tax Rates, and Disposition of Property. The Agreement between all Participating Units to establish the expanded Territory, to address the imposition of tax rates, and to govern the disposition of property if a Participating Unit withdraws from the Territory or the Territory is dissolved shall be those terms and obligations as provided in the 2021 Interlocal Agreement as amended by the 2026 Interlocal Agreement.

This Ordinance is hereby adopted at the duly noticed meeting of the City of New Haven held this _____ day of March, 2026.

Matt Newbauer, Councilman

Jeff Turner, Councilman

Craig Dellinger, Councilman

Michael Mowery, Councilman

Amelia Gascoigne, Councilwoman

Bob Byrd, Councilman

Terry Werling, Councilman

ATTEST:

Angela Hamrick, Clerk-Treasurer

APPROVED AND ADOPTED BY THE MAYOR OF THE CITY OF NEW HAVEN:

Steve McMichael, Mayor of the City of New Haven

CITY OF WOODBURN

ORDINANCE NO. _____

ORDINANCE TO EXPAND THE WOODBURN – NEW HAVEN FIRE & EMS PROTECTION TERRITORY TO INCLUDE THE NORTHEAST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE NORTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE SOUTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, AND THE WEST CENTRAL ALLEN COUNTY FIRE PROTECTION DISTRICT

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 (the “**2021 Interlocal Agreement**”) wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-13, the Northeast Allen County Fire Protection District (the “**NE Fire District**”) was created on December 16, 2022, comprising of the Town of Grabill, the Town of Leo-Cedarville, unincorporated Cedar Creek Township, Springfield Township, and Scipio Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-12, the Northwest Allen County Fire Protection District (the “**NW Fire District**”) was created on December 16, 2022, comprising of the Town of Hometown, unincorporated Washington Township, unincorporated Eel River Township, and unincorporated Perry Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-16, and as further amended on January 13, 2022 by Ordinance Number 01-13-23-01, the West Central Allen County Fire Protection District (the “**WC Fire District**”) was created on December 16, 2022, comprising of unincorporated Aboite Township and unincorporated Lake Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and an ordinance passed by the Board of Commissioners of the County of Allen, and as further amended on December 16, 2022, by Ordinance Number 12-16-22-14, the Southwest Allen County Fire Protection District (the “**SW Fire District**”) was

created on December 22, 1986, comprising of unincorporated Wayne Township, unincorporated Pleasant Township, Marion Township, and Lafayette Township;

WHEREAS, pursuant to Indiana Code § 36-8-19-6, to expand a fire protection territory, the legislative bodies of each unit or fire protection district desiring to expand an existing fire protection territory by becoming a participating unit in an existing fire protection territory must adopt an ordinance or resolution to do so;

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, and Southwest Allen County Fire Protection District desire to enter into an Interlocal Cooperation Agreement wherein all parties agree to join the Territory (amending the 2021 Interlocal Agreement) (the “**2026 Interlocal Agreement**”);

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), the City of Woodburn desires to authorize becoming a party to the 2026 Interlocal Agreement for the expansion of the existing Territory;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(4), three (3) required public hearings to receive public comment for the adoption of this Ordinance were held as follows: the first public hearing was held on Monday, February 23, 2026 at 10:00 AM; the second public hearing was held on Monday, March 2, 2026 at 1:00 PM; and the third public hearing was held on Monday, March 9, 2026 at 6:00 PM; and

WHEREAS, the proposed 2026 Interlocal Agreement has been circulated to and reviewed by all Councilmen and Councilwomen for the City of Woodburn, and the Councilmen and Councilwomen now desire to adopt the 2026 Interlocal Agreement and authorize the execution thereof.

NOW, THEREFORE, IT IS HEREBY ORDAINED THAT:

1. **Direction to Mayor to Execute 2026 Interlocal Agreement.** The Mayor of the City of Woodburn is hereby authorized and directed to execute any and all documents related to the 2026 Interlocal Agreement and the terms and obligations contemplated hereby and to take any and all actions which the Mayor deems necessary or appropriate to complete the transaction contemplated by this Ordinance. Any and all documents executed by the Mayor of the City of Woodburn in connection with the action contemplated by this Ordinance is hereby approved.

2. **Effect on Territory.** Pursuant to the 2021 Interlocal Agreement as to be amended, and the 2026 Interlocal Agreement, the Councilmen and Councilwomen of the City of Woodburn acknowledge and approve the following with regards to the Territory:

a. **Boundaries of Proposed Territory.** The boundaries of the proposed Territory shall include the following taxing districts: 042 (Cedar Creek); 043 (Grabill); 061 (Scipio); 062 (Springfield); 082 (Leo-Cedarville); 044 (Eel River); 057 (Perry); 058 (Huntertown); 065 (Washington); 066 (Washington: Transit); 087 (Huntertown – Eel River); 038 (Aboite); 049 (Lake); 048 (Lafayette); 051 (Marion); 059 (Pleasant); 060 (Pleasant: Transit); 067 (Wayne); 068 (Wayne: Transit); 079 (Zanesville); 039 (Adams); 040 (Adams: Transit); 041 (New Haven – Adams); 046 (Jefferson); 047 (New Haven – Jefferson); 052 (Maumee); 053 (Woodburn); 054 (Milan); 085 (New Haven – St. Joe).

b. **Provider Unit and Participating Units.** Subject to the terms and condition of the 2026 Interlocal Agreement, the Provider Unit of the Territory shall be Northeast Allen County Fire Protection District. The Participating Units of the Territory are as follows: Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, Southwest Allen County Fire Protection District, City of Woodburn, City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township.

3. Agreement to Establish the Territory, for the Imposition of Tax Rates, and Disposition of Property. The Agreement between all Participating Units to establish the expanded Territory, to address the imposition of tax rates, and to govern the disposition of property if a Participating Unit withdraws from the Territory or the Territory is dissolved shall be those terms and obligations as provided in the 2021 Interlocal Agreement as amended by the 2026 Interlocal Agreement.

This Ordinance is hereby adopted at the duly noticed meeting of the City of Woodburn held this _____ day of March, 2026.

John Graber, Councilman

Terry Gentz, Councilman

Dean Gerig, Councilman

Skyler Haas, Councilman

Vicky Sarrazine, Councilwoman

ATTEST:

Kevin Hileman, Clerk-Treasurer

APPROVED AND ADOPTED BY THE MAYOR OF THE CITY OF WOODBURN:

Joe Kelsey, Mayor of the City of Woodburn

JEFFERSON TOWNSHIP

RESOLUTION NO. _____

RESOLUTION TO EXPAND THE WOODBURN – NEW HAVEN FIRE & EMS PROTECTION TERRITORY TO INCLUDE THE NORTHEAST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE NORTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE SOUTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, AND THE WEST CENTRAL ALLEN COUNTY FIRE PROTECTION DISTRICT

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 (the “**2021 Interlocal Agreement**”) wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-13, the Northeast Allen County Fire Protection District (the “**NE Fire District**”) was created on December 16, 2022, comprising of the Town of Grabill, the Town of Leo-Cedarville, unincorporated Cedar Creek Township, Springfield Township, and Scipio Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-12, the Northwest Allen County Fire Protection District (the “**NW Fire District**”) was created on December 16, 2022, comprising of the Town of Hometown, unincorporated Washington Township, unincorporated Eel River Township, and unincorporated Perry Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-16, and as further amended on January 13, 2022 by Ordinance Number 01-13-23-01, the West Central Allen County Fire Protection District (the “**WC Fire District**”) was created on December 16, 2022, comprising of unincorporated Aboite Township and unincorporated Lake Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and an ordinance passed by the Board of Commissioners of the County of Allen, and as further amended on December 16, 2022, by Ordinance Number 12-16-22-14, the Southwest Allen County Fire Protection District (the “**SW Fire District**”) was

created on December 22, 1986, comprising of unincorporated Wayne Township, unincorporated Pleasant Township, Marion Township, and Lafayette Township;

WHEREAS, pursuant to Indiana Code § 36-8-19-6, to expand a fire protection territory, the legislative bodies of each unit or fire protection district desiring to expand an existing fire protection territory by becoming a participating unit in an existing fire protection territory must adopt an ordinance or resolution to do so;

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, and Southwest Allen County Fire Protection District desire to enter into an Interlocal Cooperation Agreement wherein all parties agree to join the Territory (amending the 2021 Interlocal Agreement) (the “**2026 Interlocal Agreement**”);

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), Jefferson Township desires to authorize becoming a party to the 2026 Interlocal Agreement for the expansion of the existing Territory;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(4), three (3) required public hearings to receive public comment for the adoption of this Resolution were held as follows: the first public hearing was held on Monday, February 23, 2026 at 10:00 AM; the second public hearing was held on Monday, March 2, 2026 at 1:00 PM; and the third public hearing was held on Monday, March 9, 2026 at 6:00 PM; and

WHEREAS, the proposed 2026 Interlocal Agreement has been circulated to and reviewed by all Township Board Members for Jefferson Township, and the Township Board Members now desire to adopt the 2026 Interlocal Agreement and authorize the execution thereof.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Direction to Jefferson Township Trustee to Execute 2026 Interlocal Agreement.** The Jefferson Township Trustee is hereby authorized and directed to execute any and all documents related to the 2026 Interlocal Agreement and the terms and obligations contemplated hereby and to take any and all actions which such persons deem necessary or appropriate to complete the transaction contemplated by this Resolution. Any and all documents executed by the Jefferson Township Trustee in connection with the action contemplated by this Resolution are hereby approved.

2. **Effect on Territory.** Pursuant to the 2021 Interlocal Agreement as to be amended, and the 2026 Interlocal Agreement, the Jefferson Township Board of Trustees acknowledge and approve the following with regards to the Territory:

a. **Boundaries of Proposed Territory.** The boundaries of the proposed Territory shall include the following taxing districts: 042 (Cedar Creek); 043 (Grabill); 061 (Scipio); 062 (Springfield); 082 (Leo-Cedarville); 044 (Eel River); 057 (Perry); 058 (Huntertown); 065 (Washington); 066 (Washington: Transit); 087 (Huntertown – Eel River); 038 (Aboite); 049 (Lake); 048 (Lafayette); 051 (Marion); 059 (Pleasant); 060 (Pleasant: Transit); 067 (Wayne); 068 (Wayne: Transit); 079 (Zanesville); 039 (Adams); 040 (Adams: Transit); 041 (New Haven – Adams); 046 (Jefferson); 047 (New Haven – Jefferson); 052 (Maumee); 053 (Woodburn); 054 (Milan); 085 (New Haven – St. Joe).

b. **Provider Unit and Participating Units.** Subject to the terms and condition of the 2026 Interlocal Agreement, the Provider Unit of the Territory shall be Northeast Allen County Fire Protection District. The Participating Units of the Territory are as follows: Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, Southwest Allen County Fire Protection District, City of Woodburn, City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township.

3. Agreement to Establish the Territory, for the Imposition of Tax Rates, and Disposition of Property. The Agreement between all Participating Units to establish the expanded Territory, to address the imposition of tax rates, and to govern the disposition of property if a Participating Unit withdraws from the Territory or the Territory is dissolved shall be those terms and obligations as provided in the 2021 Interlocal Agreement as amended by the 2026 Interlocal Agreement.

This Resolution is hereby adopted at the duly noticed meeting of the Township Board of Jefferson Township held this _____ day of March, 2026.

Brent Hoffman, Board Member

Steve Ottenweller, Board Member

Angela Daniel, Board Member

ATTEST:

MAUMEE TOWNSHIP

RESOLUTION NO. _____

RESOLUTION TO EXPAND THE WOODBURN – NEW HAVEN FIRE & EMS PROTECTION TERRITORY TO INCLUDE THE NORTHEAST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE NORTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE SOUTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, AND THE WEST CENTRAL ALLEN COUNTY FIRE PROTECTION DISTRICT

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 (the “**2021 Interlocal Agreement**”) wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-13, the Northeast Allen County Fire Protection District (the “**NE Fire District**”) was created on December 16, 2022, comprising of the Town of Grabill, the Town of Leo-Cedarville, unincorporated Cedar Creek Township, Springfield Township, and Scipio Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-12, the Northwest Allen County Fire Protection District (the “**NW Fire District**”) was created on December 16, 2022, comprising of the Town of Huntertown, unincorporated Washington Township, unincorporated Eel River Township, and unincorporated Perry Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-16, and as further amended on January 13, 2022 by Ordinance Number 01-13-23-01, the West Central Allen County Fire Protection District (the “**WC Fire District**”) was created on December 16, 2022, comprising of unincorporated Aboite Township and unincorporated Lake Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and an ordinance passed by the Board of Commissioners of the County of Allen, and as further amended on December 16, 2022, by Ordinance Number 12-16-22-14, the Southwest Allen County Fire Protection District (the “**SW Fire District**”) was

created on December 22, 1986, comprising of unincorporated Wayne Township, unincorporated Pleasant Township, Marion Township, and Lafayette Township;

WHEREAS, pursuant to Indiana Code § 36-8-19-6, to expand a fire protection territory, the legislative bodies of each unit or fire protection district desiring to expand an existing fire protection territory by becoming a participating unit in an existing fire protection territory must adopt an ordinance or resolution to do so;

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, and Southwest Allen County Fire Protection District desire to enter into an Interlocal Cooperation Agreement wherein all parties agree to join the Territory (amending the 2021 Interlocal Agreement) (the “**2026 Interlocal Agreement**”);

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), Maumee Township desires to authorize becoming a party to the 2026 Interlocal Agreement for the expansion of the existing Territory;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(4), three (3) required public hearings to receive public comment for the adoption of this Resolution were held as follows: the first public hearing was held on Monday, February 23, 2026 at 10:00 AM; the second public hearing was held on Monday, March 2, 2026 at 1:00 PM; and the third public hearing was held on Monday, March 9, 2026 at 6:00 PM; and

WHEREAS, the proposed 2026 Interlocal Agreement has been circulated to and reviewed by all Township Board Members for Maumee Township, and the Township Board Members now desire to adopt the 2026 Interlocal Agreement and authorize the execution thereof.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Direction to Maumee Township Trustee to Execute 2026 Interlocal Agreement.** The Maumee Township Trustee is hereby authorized and directed to execute any and all documents related to the 2026 Interlocal Agreement and the terms and obligations contemplated hereby and to take any and all actions which such persons deem necessary or appropriate to complete the transaction contemplated by this Resolution. Any and all documents executed by the Maumee Township Trustee in connection with the action contemplated by this Resolution are hereby approved.

2. **Effect on Territory.** Pursuant to the 2021 Interlocal Agreement as to be amended, and the 2026 Interlocal Agreement, the Maumee Township Board of Trustees acknowledge and approve the following with regards to the Territory:

a. **Boundaries of Proposed Territory.** The boundaries of the proposed Territory shall include the following taxing districts: 042 (Cedar Creek); 043 (Grabill); 061 (Scipio); 062 (Springfield); 082 (Leo-Cedarville); 044 (Eel River); 057 (Perry); 058 (Huntertown); 065 (Washington); 066 (Washington: Transit); 087 (Huntertown – Eel River); 038 (Aboite); 049 (Lake); 048 (Lafayette); 051 (Marion); 059 (Pleasant); 060 (Pleasant: Transit); 067 (Wayne); 068 (Wayne: Transit); 079 (Zanesville); 039 (Adams); 040 (Adams: Transit); 041 (New Haven – Adams); 046 (Jefferson); 047 (New Haven – Jefferson); 052 (Maumee); 053 (Woodburn); 054 (Milan); 085 (New Haven – St. Joe).

b. **Provider Unit and Participating Units.** Subject to the terms and condition of the 2026 Interlocal Agreement, the Provider Unit of the Territory shall be Northeast Allen County Fire Protection District. The Participating Units of the Territory are as follows: Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, Southwest Allen County Fire Protection District, City of Woodburn, City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township.

3. Agreement to Establish the Territory, for the Imposition of Tax Rates, and Disposition of Property. The Agreement between all Participating Units to establish the expanded Territory, to address the imposition of tax rates, and to govern the disposition of property if a Participating Unit withdraws from the Territory or the Territory is dissolved shall be those terms and obligations as provided in the 2021 Interlocal Agreement as amended by the 2026 Interlocal Agreement.

This Resolution is hereby adopted at the duly noticed meeting of the Township Board of Maumee Township held this _____ day of March, 2026.

Harold Gerig, Board Member

Brian Hoepfner, Board Member

Joshua Abbott, Board Member

ATTEST:

Jeff Abbott, Trustee

MILAN TOWNSHIP

RESOLUTION NO. _____

RESOLUTION TO EXPAND THE WOODBURN – NEW HAVEN FIRE & EMS PROTECTION TERRITORY TO INCLUDE THE NORTHEAST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE NORTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE SOUTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, AND THE WEST CENTRAL ALLEN COUNTY FIRE PROTECTION DISTRICT

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 (the “**2021 Interlocal Agreement**”) wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-13, the Northeast Allen County Fire Protection District (the “**NE Fire District**”) was created on December 16, 2022, comprising of the Town of Grabill, the Town of Leo-Cedarville, unincorporated Cedar Creek Township, Springfield Township, and Scipio Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-12, the Northwest Allen County Fire Protection District (the “**NW Fire District**”) was created on December 16, 2022, comprising of the Town of Hometown, unincorporated Washington Township, unincorporated Eel River Township, and unincorporated Perry Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-16, and as further amended on January 13, 2022 by Ordinance Number 01-13-23-01, the West Central Allen County Fire Protection District (the “**WC Fire District**”) was created on December 16, 2022, comprising of unincorporated Aboite Township and unincorporated Lake Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and an ordinance passed by the Board of Commissioners of the County of Allen, and as further amended on December 16, 2022, by Ordinance Number 12-16-22-14, the Southwest Allen County Fire Protection District (the “**SW Fire District**”) was

created on December 22, 1986, comprising of unincorporated Wayne Township, unincorporated Pleasant Township, Marion Township, and Lafayette Township;

WHEREAS, pursuant to Indiana Code § 36-8-19-6, to expand a fire protection territory, the legislative bodies of each unit or fire protection district desiring to expand an existing fire protection territory by becoming a participating unit in an existing fire protection territory must adopt an ordinance or resolution to do so;

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, and Southwest Allen County Fire Protection District desire to enter into an Interlocal Cooperation Agreement wherein all parties agree to join the Territory (amending the 2021 Interlocal Agreement) (the “**2026 Interlocal Agreement**”);

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), Milan Township desires to authorize becoming a party to the 2026 Interlocal Agreement for the expansion of the existing Territory;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(4), three (3) required public hearings to receive public comment for the adoption of this Resolution were held as follows: the first public hearing was held on Monday, February 23, 2026 at 10:00 AM; the second public hearing was held on Monday, March 2, 2026 at 1:00 PM; and the third public hearing was held on Monday, March 9, 2026 at 6:00 PM; and

WHEREAS, the proposed 2026 Interlocal Agreement has been circulated to and reviewed by all Township Board Members for Milan Township, and the Township Board Members now desire to adopt the 2026 Interlocal Agreement and authorize the execution thereof.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Direction to Milan Township Trustee to Execute 2026 Interlocal Agreement.** The Milan Township Trustee is hereby authorized and directed to execute any and all documents related to the 2026 Interlocal Agreement and the terms and obligations contemplated hereby and to take any and all actions which such persons deem necessary or appropriate to complete the transaction contemplated by this Resolution. Any and all documents executed by the Milan Township Trustee in connection with the action contemplated by this Resolution are hereby approved.

2. **Effect on Territory.** Pursuant to the 2021 Interlocal Agreement as to be amended, and the 2026 Interlocal Agreement, the Milan Township Board of Trustees acknowledge and approve the following with regards to the Territory:

a. **Boundaries of Proposed Territory.** The boundaries of the proposed Territory shall include the following taxing districts: 042 (Cedar Creek); 043 (Grabill); 061 (Scipio); 062 (Springfield); 082 (Leo-Cedarville); 044 (Eel River); 057 (Perry); 058 (Huntertown); 065 (Washington); 066 (Washington: Transit); 087 (Huntertown – Eel River); 038 (Aboite); 049 (Lake); 048 (Lafayette); 051 (Marion); 059 (Pleasant); 060 (Pleasant: Transit); 067 (Wayne); 068 (Wayne: Transit); 079 (Zanesville); 039 (Adams); 040 (Adams: Transit); 041 (New Haven – Adams); 046 (Jefferson); 047 (New Haven – Jefferson); 052 (Maumee); 053 (Woodburn); 054 (Milan); 085 (New Haven – St. Joe).

b. **Provider Unit and Participating Units.** Subject to the terms and condition of the 2026 Interlocal Agreement, the Provider Unit of the Territory shall be Northeast Allen County Fire Protection District. The Participating Units of the Territory are as follows: Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, Southwest Allen County Fire Protection District, City of Woodburn, City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township.

3. Agreement to Establish the Territory, for the Imposition of Tax Rates, and Disposition of Property. The Agreement between all Participating Units to establish the expanded Territory, to address the imposition of tax rates, and to govern the disposition of property if a Participating Unit withdraws from the Territory or the Territory is dissolved shall be those terms and obligations as provided in the 2021 Interlocal Agreement as amended by the 2026 Interlocal Agreement.

This Resolution is hereby adopted at the duly noticed meeting of the Township Board of Milan Township held this _____ day of March, 2026.

David Krohn, Board Member

Dan Meyer, Board Member

Mark Bradtmueller, Board Member

ATTEST:

Chad MacDowell, Trustee

EXHIBIT N

Ordinance or Resolution of Each Participating Unit Transferring Cash to Operating Fund

NORTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT

RESOLUTION TO TRANSFER MONEY TO THE ALLEN COUNTY FIRE & EMS PROTECTION DISTRICT

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Ordinance No. _____, the Northeast Allen County Fire Protection District (“**Northeast**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Northwest Allen County Fire Protection District (“**Northwest**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the West Central Allen County Fire Protection District (“**West Central**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Southwest Allen County Fire Protection District (“**Southwest**”) joined the Territory;

WHEREAS, on _____, 2026, Northeast, Northwest, West Central, Southwest, and all participating units of the Territory entered into an Interlocal Cooperation Agreement wherein all parties agreed to join the Territory (the “**Interlocal Agreement**”), effective December 31, 2026;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), Northeast is authorized to become a party to the Interlocal Cooperation Agreement between the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire

Protection District, and Southwest Allen County Fire Protection District, for the expansion of the existing Territory;

WHEREAS, pursuant to the Interlocal Agreement, all participating units of the Territory agreed to withdraw from the Territory before April 1, 2022, or thirty (30) days after the first participating unit withdrew before the April 1, 2026 deadline;

WHEREAS, on March 30, 2026, and pursuant to the Interlocal Agreement, Northeast withdrew from the Territory, effective January 1, 2027;

WHEREAS, on _____, and pursuant to the Interlocal Agreement, Northwest withdrew from the Territory, effective January 1, 2027;

WHEREAS, on _____, and pursuant to the Interlocal Agreement, West Central withdrew from the Territory, effective January 1, 2027;

WHEREAS, on _____, and pursuant to the Interlocal Agreement, Southwest withdrew from the Territory, effective January 1, 2027;

WHEREAS, on _____, and pursuant to the Interlocal Agreement, the City of Woodburn withdrew from the Territory, effective January 1, 2027;

WHEREAS, on _____, and pursuant to the Interlocal Agreement, the City of New Haven withdrew from the Territory, effective January 1, 2027;

WHEREAS, on _____, and pursuant to the Interlocal Agreement, Maumee Township withdrew from the Territory, effective January 1, 2027;

WHEREAS, on _____, and pursuant to the Interlocal Agreement, Milan Township withdrew from the Territory, effective January 1, 2027;

WHEREAS, on _____, and pursuant to the Interlocal Agreement, Jefferson Township withdrew from the Territory, effective January 1, 2027;

WHEREAS, on _____, and pursuant to the Interlocal Agreement, Adams Township withdrew from the Territory, effective January 1, 2027;

WHEREAS, all participating units will become one unified unit operating under the Allen County Fire & EMS Protection District, effective January 1, 2027; and

WHEREAS, pursuant to Article II, Section 4(A) of the Interlocal Agreement, Northwest is adopting this Ordinance to transfer to the Allen County Fire & EMS Protection District: (i) all receipts from taxes imposed by the participating unit; (ii) any money transferred to the participating unit's Equipment Replacement Fund, if any; (iii) any receipts from false alarm fees or other fees imposed under Indiana Code § 36-8-13-4; and (iv) any other fees or charges, not otherwise designated for specific purpose or statute, collected by reason of the providing of firefighting, emergency medical, or ambulance services by the participating unit.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Authority to Transfer Money.** Northwest is hereby authorized pursuant to the Interlocal Agreement to transfer all sums of money to the Allen County Fire & EMS Protection District to be used in the same or similar manner.
2. **Transfer of Documents.** In conjunction with the transfer of money under this Resolution, Northwest shall also transfer to the Allen County Fire & EMS Protection District any and all documents related to the maintenance of the accounts wherein Northwest held the monies.
3. **Cooperation for Accounting.** In the event requested by the Allen County Fire & EMS Protection District, Northwest agrees to cooperate in any audit of any sums of money transferred to the Allen County Fire & EMS Protection District under this Resolution.

4. **Effective Date.** This Resolution shall become effective July 1, 2026.

This Resolution is hereby adopted at the duly noticed meeting of the Northwest Allen County Fire Protection District Board of Trustees held this _____ day of _____, 2026.

Michael Messman, Chair

Barry Kunkle, Vice-Chair

ATTEST:

Tom Hattery, Secretary

EXHIBIT O

Ordinance of City of New Haven to Withdraw from Territory

CITY OF NEW HAVEN
ORDINANCE NO. _____
ORDINANCE TO WITHDRAW FROM THE WOODBURN – NEW HAVEN
FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Ordinance No. _____, the Northeast Allen County Fire Protection District (“**Northeast**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Northwest Allen County Fire Protection District (“**Northwest**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the West Central Allen County Fire Protection District (“**West Central**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Southwest Allen County Fire Protection District (“**Southwest**”) joined the Territory;

WHEREAS, on _____, 2026, Northeast, Northwest, West Central, Southwest, and all participating units of the Territory entered into an Interlocal Cooperation Agreement wherein all parties agreed to join the Territory (the “**Interlocal Agreement**”), effective December 31, 2026;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), the City of New Haven is authorized to become a party to the Interlocal Cooperation Agreement between the City of Woodburn, the City of

New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast, Northwest, West Central, and Southwest;

WHEREAS, pursuant to Indiana Code § 36-8-19-13, a participating unit may elect to withdraw from a fire protection territory by adopting an ordinance or resolution providing for the withdrawal;

WHEREAS, on March 30, 2026, Northeast withdrew from the Territory pursuant to Resolution No. _____, thus allowing any other participating unit thirty (30) days to also withdraw pursuant to Indiana Code § 36-8-19-13(a)(2); and

WHEREAS, pursuant to the Interlocal Agreement, the City of New Haven now desires to withdraw from the Territory.

NOW, THEREFORE, IT IS HEREBY ORDAINED THAT:

1. **Withdrawal.** Pursuant to Indiana Code § 36-8-19-13, the City of New Haven now elects to withdraw from the Territory, and has done so before the later of April 1, 2026 or the date occurring thirty (30) days after the date the first unit or fire protection district adopted the ordinance or resolution to withdraw from the Territory.
2. **Dissolution of Territory.** Pursuant to Indiana Code § 36-8-19-15, so long as all participating units of the Territory timely withdraw, the Territory will dissolve effective January 1, 2027. Upon dissolution, all assets transferred to the Territory by the City of New Haven, if any, shall not revert back to the City of New Haven as set forth in Indiana Code § 36-8-19-15(b), but shall become the assets of the Allen County Fire & EMS Protection District pursuant to the Interlocal Agreement.
3. **Effective Date.** This Resolution shall become effective January 1, 2027.

This Ordinance is hereby adopted at the duly noticed meeting of the City of New Haven held this _____ day of March, 2026.

Matt Newbauer, Councilman

Jeff Turner, Councilman

Craig Dellinger, Councilman

Michael Mowery, Councilman

Amelia Gascoigne, Councilwoman

Bob Byrd, Councilman

Terry Werling, Councilman

ATTEST:

Angela Hamrick, Clerk-Treasurer

EXHIBIT P

Ordinance of City of Woodburn to Withdraw from Territory

CITY OF WOODBURN
ORDINANCE NO. _____
ORDINANCE TO WITHDRAW FROM THE WOODBURN – NEW HAVEN
FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Ordinance No. _____, the Northeast Allen County Fire Protection District (“**Northeast**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Northwest Allen County Fire Protection District (“**Northwest**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the West Central Allen County Fire Protection District (“**West Central**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Southwest Allen County Fire Protection District (“**Southwest**”) joined the Territory;

WHEREAS, on _____, 2026, Northeast, Northwest, West Central, Southwest, and all participating units of the Territory entered into an Interlocal Cooperation Agreement wherein all parties agreed to join the Territory (the “**Interlocal Agreement**”), effective December 31, 2026;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), the City of Woodburn is authorized to become a party to the Interlocal Cooperation Agreement between the City of Woodburn, the City of

New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast, Northwest, West Central, and Southwest;

WHEREAS, pursuant to Indiana Code § 36-8-19-13, a participating unit may elect to withdraw from a fire protection territory by adopting an ordinance or resolution providing for the withdrawal;

WHEREAS, on March 30, 2026, Northeast withdrew from the Territory pursuant to Resolution No. _____, thus allowing any other participating unit thirty (30) days to also withdraw pursuant to Indiana Code § 36-8-19-13(a)(2); and

WHEREAS, pursuant to the Interlocal Agreement, the City of Woodburn now desires to withdraw from the Territory.

NOW, THEREFORE, IT IS HEREBY ORDAINED THAT:

1. **Withdrawal.** Pursuant to Indiana Code § 36-8-19-13, the City of Woodburn now elects to withdraw from the Territory, and has done so before the later of April 1, 2026 or the date occurring thirty (30) days after the date the first unit or fire protection district adopted the ordinance or resolution to withdraw from the Territory.
2. **Dissolution of Territory.** Pursuant to Indiana Code § 36-8-19-15, so long as all participating units of the Territory timely withdraw, the Territory will dissolve effective January 1, 2027. Upon dissolution, all assets transferred to the Territory by the City of Woodburn, if any, shall not revert back to the City of Woodburn as set forth in Indiana Code § 36-8-19-15(b), but shall become the assets of the Allen County Fire & EMS Protection District pursuant to the Interlocal Agreement.
3. **Effective Date.** This Resolution shall become effective January 1, 2027.

This Ordinance is hereby adopted at the duly noticed meeting of the City of Woodburn held this _____ day of March, 2026.

John Graber, Councilman

Terry Gentz, Councilman

Dean Gerig, Councilman

Skyler Haas, Councilman

Vicky Sarrazine, Councilwoman

ATTEST:

Kevin Hileman, Clerk-Treasurer

EXHIBIT Q

Resolution of Maumee Township to Withdraw from Territory

MAUMEE TOWNSHIP
RESOLUTION NO. _____
RESOLUTION TO WITHDRAW FROM THE WOODBURN – NEW HAVEN
FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Ordinance No. _____, the Northeast Allen County Fire Protection District (“**Northeast**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Northwest Allen County Fire Protection District (“**Northwest**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the West Central Allen County Fire Protection District (“**West Central**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Southwest Allen County Fire Protection District (“**Southwest**”) joined the Territory;

WHEREAS, on _____, 2026, Northeast, Northwest, West Central, Southwest, and all participating units of the Territory entered into an Interlocal Cooperation Agreement wherein all parties agreed to join the Territory (the “**Interlocal Agreement**”), effective December 31, 2026;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), Maumee Township is authorized to become a party to the Interlocal Cooperation Agreement between the City of Woodburn, the City of

New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast, Northwest, West Central, and Southwest;

WHEREAS, pursuant to Indiana Code § 36-8-19-13, a participating unit may elect to withdraw from a fire protection territory by adopting an ordinance or resolution providing for the withdrawal;

WHEREAS, on March 30, 2026, Northeast withdrew from the Territory pursuant to Resolution No. _____, thus allowing any other participating unit thirty (30) days to also withdraw pursuant to Indiana Code § 36-8-19-13(a)(2); and

WHEREAS, pursuant to the Interlocal Agreement, Maumee Township now desires to withdraw from the Territory.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Withdrawal**. Pursuant to Indiana Code § 36-8-19-13, Maumee Township now elects to withdraw from the Territory, and has done so before the later of April 1, 2026 or the date occurring thirty (30) days after the date the first unit or fire protection district adopted the ordinance or resolution to withdraw from the Territory.
2. **Dissolution of Territory**. Pursuant to Indiana Code § 36-8-19-15, so long as all participating units of the Territory timely withdraw, the Territory will dissolve effective January 1, 2027. Upon dissolution, all assets transferred to the Territory by Maumee Township, if any, shall not revert back to Maumee Township as set forth in Indiana Code § 36-8-19-15(b), but shall become the assets of the Allen County Fire & EMS Protection District pursuant to the Interlocal Agreement.
3. **Effective Date**. This Resolution shall become effective January 1, 2027.

This Resolution is hereby adopted at the duly noticed meeting of the Township Board of Maumee Township held this _____ day of March, 2026.

Harold Gerig, Board Member

Brian Hoepner, Board Member

Joshua Abbott, Board Member

ATTEST:

Jeff Abbott, Trustee

EXHIBIT R

Resolution of Milan Township to Withdraw from Territory

MILAN TOWNSHIP
RESOLUTION NO. _____
RESOLUTION TO WITHDRAW FROM THE WOODBURN – NEW HAVEN
FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Ordinance No. _____, the Northeast Allen County Fire Protection District (“**Northeast**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Northwest Allen County Fire Protection District (“**Northwest**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the West Central Allen County Fire Protection District (“**West Central**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Southwest Allen County Fire Protection District (“**Southwest**”) joined the Territory;

WHEREAS, on _____, 2026, Northeast, Northwest, West Central, Southwest, and all participating units of the Territory entered into an Interlocal Cooperation Agreement wherein all parties agreed to join the Territory (the “**Interlocal Agreement**”), effective December 31, 2026;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), Milan Township is authorized to become a party to the Interlocal Cooperation Agreement between the City of Woodburn, the City of

New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast, Northwest, West Central, and Southwest;

WHEREAS, pursuant to Indiana Code § 36-8-19-13, a participating unit may elect to withdraw from a fire protection territory by adopting an ordinance or resolution providing for the withdrawal;

WHEREAS, on March 30, 2026, Northeast withdrew from the Territory pursuant to Resolution No. _____, thus allowing any other participating unit thirty (30) days to also withdraw pursuant to Indiana Code § 36-8-19-13(a)(2); and

WHEREAS, pursuant to the Interlocal Agreement, Milan Township now desires to withdraw from the Territory.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Withdrawal**. Pursuant to Indiana Code § 36-8-19-13, Milan Township now elects to withdraw from the Territory, and has done so before the later of April 1, 2026 or the date occurring thirty (30) days after the date the first unit or fire protection district adopted the ordinance or resolution to withdraw from the Territory.
2. **Dissolution of Territory**. Pursuant to Indiana Code § 36-8-19-15, so long as all participating units of the Territory timely withdraw, the Territory will dissolve effective January 1, 2027. Upon dissolution, all assets transferred to the Territory by Milan Township, if any, shall not revert back to Milan Township as set forth in Indiana Code § 36-8-19-15(b), but shall become the assets of the Allen County Fire & EMS Protection District pursuant to the Interlocal Agreement.
3. **Effective Date**. This Resolution shall become effective January 1, 2027.

This Resolution is hereby adopted at the duly noticed meeting of the Township Board of Milan Township held this _____ day of March, 2026.

David Krohn, Board Member

Dan Meyer, Board Member

Mark Bradtmueller, Board Member

ATTEST:

Chad MacDowell, Trustee

EXHIBIT S

Resolution of Jefferson Township to Withdraw from Territory

JEFFERSON TOWNSHIP
RESOLUTION NO. _____
RESOLUTION TO WITHDRAW FROM THE WOODBURN – NEW HAVEN
FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Ordinance No. _____, the Northeast Allen County Fire Protection District (“**Northeast**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Northwest Allen County Fire Protection District (“**Northwest**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the West Central Allen County Fire Protection District (“**West Central**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Southwest Allen County Fire Protection District (“**Southwest**”) joined the Territory;

WHEREAS, on _____, 2026, Northeast, Northwest, West Central, Southwest, and all participating units of the Territory entered into an Interlocal Cooperation Agreement wherein all parties agreed to join the Territory (the “**Interlocal Agreement**”), effective December 31, 2026;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), Jefferson Township is authorized to become a party to the Interlocal Cooperation Agreement between the City of Woodburn, the City of

New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast, Northwest, West Central, and Southwest;

WHEREAS, pursuant to Indiana Code § 36-8-19-13, a participating unit may elect to withdraw from a fire protection territory by adopting an ordinance or resolution providing for the withdrawal;

WHEREAS, on March 30, 2026, Northeast withdrew from the Territory pursuant to Resolution No. _____, thus allowing any other participating unit thirty (30) days to also withdraw pursuant to Indiana Code § 36-8-19-13(a)(2); and

WHEREAS, pursuant to the Interlocal Agreement, the Jefferson Township now desires to withdraw from the Territory.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Withdrawal.** Pursuant to Indiana Code § 36-8-19-13, Jefferson Township now elects to withdraw from the Territory, and has done so before the later of April 1, 2026 or the date occurring thirty (30) days after the date the first unit or fire protection district adopted the ordinance or resolution to withdraw from the Territory.
2. **Dissolution of Territory.** Pursuant to Indiana Code § 36-8-19-15, so long as all participating units of the Territory timely withdraw, the Territory will dissolve effective January 1, 2027. Upon dissolution, all assets transferred to the Territory by Jefferson Township, if any, shall not revert back to Jefferson Township as set forth in Indiana Code § 36-8-19-15(b), but shall become the assets of the Allen County Fire & EMS Protection District pursuant to the Interlocal Agreement.
3. **Effective Date.** This Resolution shall become effective January 1, 2027.

This Resolution is hereby adopted at the duly noticed meeting of the Township Board of Jefferson Township held this _____ day of March, 2026.

Brent Hoffman, Board Member

Steve Ottenweller, Board Member

Angela Daniel, Board Member

ATTEST:

EXHIBIT T

Resolution of Adams Township to Withdraw from Territory

ADAMS TOWNSHIP
RESOLUTION NO. _____
RESOLUTION TO WITHDRAW FROM THE WOODBURN – NEW HAVEN
FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Ordinance No. _____, the Northeast Allen County Fire Protection District (“**Northeast**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Northwest Allen County Fire Protection District (“**Northwest**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the West Central Allen County Fire Protection District (“**West Central**”) joined the Territory;

WHEREAS, pursuant to Ordinance No. _____, the Southwest Allen County Fire Protection District (“**Southwest**”) joined the Territory;

WHEREAS, on _____, 2026, Northeast, Northwest, West Central, Southwest, and all participating units of the Territory entered into an Interlocal Cooperation Agreement wherein all parties agreed to join the Territory (the “**Interlocal Agreement**”), effective December 31, 2026;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), Adams Township is authorized to become a party to the Interlocal Cooperation Agreement between the City of Woodburn, the City of

New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast, Northwest, West Central, and Southwest;

WHEREAS, pursuant to Indiana Code § 36-8-19-13, a participating unit may elect to withdraw from a fire protection territory by adopting an ordinance or resolution providing for the withdrawal;

WHEREAS, on March 30, 2026, Northeast withdrew from the Territory pursuant to Resolution No. _____, thus allowing any other participating unit thirty (30) days to also withdraw pursuant to Indiana Code § 36-8-19-13(a)(2); and

WHEREAS, pursuant to the Interlocal Agreement, the Adams Township now desires to withdraw from the Territory.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Withdrawal**. Pursuant to Indiana Code § 36-8-19-13, Adams Township now elects to withdraw from the Territory, and has done so before the later of April 1, 2026 or the date occurring thirty (30) days after the date the first unit or fire protection district adopted the ordinance or resolution to withdraw from the Territory.
2. **Dissolution of Territory**. Pursuant to Indiana Code § 36-8-19-15, so long as all participating units of the Territory timely withdraw, the Territory will dissolve effective January 1, 2027. Upon dissolution, all assets transferred to the Territory by Adams Township, if any, shall not revert back to Adams Township as set forth in Indiana Code § 36-8-19-15(b), but shall become the assets of the Allen County Fire & EMS Protection District pursuant to the Interlocal Agreement.
3. **Effective Date**. This Resolution shall become effective January 1, 2027.

This Resolution is hereby adopted at the duly noticed meeting of the Township Board of Adams Township held this _____ day of March, 2026.

Chad Bauer, Board Member

Ivan Almodovar, Board Member

Allison Olinger, Board Member

ATTEST:

Denita Washington, Trustee

EXHIBIT U

Resolution of Fire District to Withdraw from Territory

NORTHEAST ALLEN COUNTY FIRE PROTECTION DISTRICT
RESOLUTION NO. _____
RESOLUTION TO WITHDRAW FROM THE WOODBURN – NEW HAVEN
FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Resolution No. _____, the Northeast Allen County Fire Protection District (“**Northeast**”) joined the Territory;

WHEREAS, pursuant to Resolution No. _____, the Northwest Allen County Fire Protection District (“**Northwest**”) joined the Territory;

WHEREAS, pursuant to Resolution No. _____, the West Central Allen County Fire Protection District (“**West Central**”) joined the Territory;

WHEREAS, pursuant to Resolution No. _____, the Southwest Allen County Fire Protection District (“**Southwest**”) joined the Territory;

WHEREAS, each of Northeast, Northwest, West Central, Southwest, and all participating units of the Territory have authorized and entered into an Interlocal Cooperation Agreement wherein all parties agreed to join the Territory (the “**Interlocal Agreement**”), and accomplish certain objectives and obligations outlined therein not later than December 31, 2026;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), Northeast is authorized to become a party to the Interlocal Cooperation Agreement between the City of Woodburn, the City of New Haven,

Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast, Northwest, West Central, and Southwest;

WHEREAS, pursuant to Indiana Code § 36-8-19-13, a participating unit may elect to withdraw from a fire protection territory by adopting an ordinance or resolution providing for the withdrawal;

WHEREAS, pursuant to the Interlocal Agreement, and to continue to efficiently carry out the purpose thereof (as defined therein), Northeast now desires to withdraw from the Territory.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Withdrawal**. Pursuant to Indiana Code § 36-8-19-13, Northeast now elects to withdraw from the Territory, and has done so before the later of April 1, 2026 or the date occurring thirty (30) days after the date the first unit or fire protection district adopted the ordinance or resolution to withdraw from the Territory.
2. **Dissolution of Territory**. Pursuant to Indiana Code § 36-8-19-15, so long as all participating units of the Territory timely withdraw, the Territory will dissolve effective January 1, 2027. Upon dissolution, all assets transferred to the Provider Unit (Northeast), if any, shall not revert back to the Participating Units as set forth in Indiana Code § 36-8-19-15(b), but each Participating Unit has agreed it shall remain the assets of Northeast (to be renamed the Allen County Fire & EMS Protection District) pursuant to the Interlocal Agreement.
3. **Effective Date**. This Resolution shall become effective January 1, 2027.

This Resolution is hereby adopted at the duly noticed meeting of the Northeast Allen County Fire Protection District Board of Trustees held this _____ day of March, 2026.

Randy Raypole, Chair

Brandon Reichert, Vice-Chair

Jim Kruse, Secretary

Brian Amstutz, Member

Christian Jacobs, Member

EXHIBIT V

Resolution of Northwest to Withdraw from Territory

NORTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT
RESOLUTION NO. _____
RESOLUTION TO WITHDRAW FROM THE WOODBURN – NEW HAVEN
FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Resolution No. _____, the Northeast Allen County Fire Protection District (“**Northeast**”) joined the Territory;

WHEREAS, pursuant to Resolution No. _____, the Northwest Allen County Fire Protection District (“**Northwest**”) joined the Territory;

WHEREAS, pursuant to Resolution No. _____, the West Central Allen County Fire Protection District (“**West Central**”) joined the Territory;

WHEREAS, pursuant to Resolution No. _____, the Southwest Allen County Fire Protection District (“**Southwest**”) joined the Territory;

WHEREAS, each of Northeast, Northwest, West Central, Southwest, and all participating units of the Territory have authorized and entered into an Interlocal Cooperation Agreement wherein all parties agreed to join the Territory (the “**Interlocal Agreement**”), and accomplish certain objectives and obligations u=outlined therein not later than December 31, 2026;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), Northwest is authorized to become a party to the Interlocal Cooperation Agreement between the City of Woodburn, the City of New Haven,

Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast, Northwest, West Central, and Southwest;

WHEREAS, pursuant to Indiana Code § 36-8-19-13, a participating unit may elect to withdraw from a fire protection territory by adopting an ordinance or resolution providing for the withdrawal;

WHEREAS, on March 30, 2026, Northeast withdrew from the Territory pursuant to Resolution No. _____, thus allowing any other participating unit thirty (30) days to also withdraw pursuant to Indiana Code § 36-8-19-13(a)(2); and

WHEREAS, pursuant to the Interlocal Agreement, and to continue to efficiently carry out the purpose thereof (as defined therein), Northwest now desires to withdraw from the Territory.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Withdrawal.** Pursuant to Indiana Code § 36-8-19-13, Northwest now elects to withdraw from the Territory, and has done so before the later of April 1, 2026 or the date occurring thirty (30) days after the date the first unit or fire protection district adopted the ordinance or resolution to withdraw from the Territory.
2. **Dissolution of Territory.** Pursuant to Indiana Code § 36-8-19-15, so long as all participating units of the Territory timely withdraw, the Territory will dissolve effective January 1, 2027. Upon dissolution, all assets transferred to the Provider Unit (Northeast), if any, shall not revert back to the Participating Units as set forth in Indiana Code § 36-8-19-15(b), but each Participating Unit has agreed it shall remain the assets of Northeast (to be renamed the Allen County Fire & EMS Protection District) pursuant to the Interlocal Agreement.
3. **Effective Date.** This Resolution shall become effective January 1, 2027.

This Resolution is hereby adopted at the duly noticed meeting of the Northwest Allen County Fire Protection District Board of Trustees held this _____ day of March, 2026.

Michael Messmann, Chair

Barry Kunkle, Vice-Chair

Tom Hattery, Secretary

Ron Meikle, Member

Vacancy

EXHIBIT W

Resolution of West Central to Withdraw from Territory

WEST CENTRAL ALLEN COUNTY FIRE PROTECTION DISTRICT
RESOLUTION NO. _____
RESOLUTION TO WITHDRAW FROM THE WOODBURN – NEW HAVEN
FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Resolution No. _____, the Northeast Allen County Fire Protection District (“**Northeast**”) joined the Territory;

WHEREAS, pursuant to Resolution No. _____, the Northwest Allen County Fire Protection District (“**Northwest**”) joined the Territory;

WHEREAS, pursuant to Resolution No. _____, the West Central Allen County Fire Protection District (“**West Central**”) joined the Territory;

WHEREAS, pursuant to Resolution No. _____, the Southwest Allen County Fire Protection District (“**Southwest**”) joined the Territory;

WHEREAS, each of Northeast, Northwest, West Central, Southwest, and all participating units of the Territory have authorized and entered into an Interlocal Cooperation Agreement wherein all parties agreed to join the Territory (the “**Interlocal Agreement**”), and accomplish certain objectives and obligations outlined therein not later than December 31, 2026;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), West Central is authorized to become a party to the Interlocal Cooperation Agreement between the City of Woodburn, the City of New

Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast, Northwest, West Central, and Southwest;

WHEREAS, pursuant to Indiana Code § 36-8-19-13, a participating unit may elect to withdraw from a fire protection territory by adopting an ordinance or resolution providing for the withdrawal;

WHEREAS, on March 30, 2026, Northeast withdrew from the Territory pursuant to Resolution No. _____, thus allowing any other participating unit thirty (30) days to also withdraw pursuant to Indiana Code § 36-8-19-13(a)(2); and

WHEREAS, pursuant to the Interlocal Agreement, and to continue to efficiently carry out the purpose thereof (as defined therein), West Central now desires to withdraw from the Territory.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Withdrawal.** Pursuant to Indiana Code § 36-8-19-13, West Central now elects to withdraw from the Territory, and has done so before the later of April 1, 2026 or the date occurring thirty (30) days after the date the first unit or fire protection district adopted the ordinance or resolution to withdraw from the Territory.
2. **Dissolution of Territory.** Pursuant to Indiana Code § 36-8-19-15, so long as all participating units of the Territory timely withdraw, the Territory will dissolve effective January 1, 2027. Upon dissolution, all assets transferred to the Provider Unit (Northeast), if any, shall not revert back to the Participating Units as set forth in Indiana Code § 36-8-19-15(b), but each Participating Unit has agreed it shall remain the assets of Northeast (to be renamed the Allen County Fire & EMS Protection District) pursuant to the Interlocal Agreement.
3. **Effective Date.** This Resolution shall become effective January 1, 2027.

This Resolution is hereby adopted at the duly noticed meeting of the West Central Allen County Fire Protection District Board of Trustees held this _____ day of March, 2026.

Mike Meyers, Chair

Larry Dafforn, Vice-Chair

Dave Guadnola, Secretary

Chandler Branning, Member

Chuck Dwyer, Member

EXHIBIT X

Resolution of Southwest to Withdraw from Territory

SOUTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT
RESOLUTION NO. _____
RESOLUTION TO WITHDRAW FROM THE WOODBURN – NEW HAVEN
FIRE & EMS PROTECTION TERRITORY

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Resolution No. _____, the Northeast Allen County Fire Protection District (“**Northeast**”) joined the Territory;

WHEREAS, pursuant to Resolution No. _____, the Northwest Allen County Fire Protection District (“**Northwest**”) joined the Territory;

WHEREAS, pursuant to Resolution No. _____, the West Central Allen County Fire Protection District (“**West Central**”) joined the Territory;

WHEREAS, pursuant to Resolution No. _____, the Southwest Allen County Fire Protection District (“**Southwest**”) joined the Territory;

WHEREAS, each of Northeast, Northwest, West Central, Southwest, and all participating units of the Territory have authorized and entered into an Interlocal Cooperation Agreement wherein all parties agreed to join the Territory (the “**Interlocal Agreement**”), and accomplish certain objectives and obligations outlined therein not later than December 31, 2026;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), Southwest is authorized to become a party to the Interlocal Cooperation Agreement between the City of Woodburn, the City of New Haven,

Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast, Northwest, West Central, and Southwest;

WHEREAS, pursuant to Indiana Code § 36-8-19-13, a participating unit may elect to withdraw from a fire protection territory by adopting an ordinance or resolution providing for the withdrawal;

WHEREAS, on March 30, 2026, Northeast withdrew from the Territory pursuant to Resolution No. _____, thus allowing any other participating unit thirty (30) days to also withdraw pursuant to Indiana Code § 36-8-19-13(a)(2); and

WHEREAS, pursuant to the Interlocal Agreement, and to continue to efficiently carry out the purpose thereof (as defined therein), Southwest now desires to withdraw from the Territory.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. **Withdrawal.** Pursuant to Indiana Code § 36-8-19-13, Southwest now elects to withdraw from the Territory, and has done so before the later of April 1, 2026 or the date occurring thirty (30) days after the date the first unit or fire protection district adopted the ordinance or resolution to withdraw from the Territory.
2. **Dissolution of Territory.** Pursuant to Indiana Code § 36-8-19-15, so long as all participating units of the Territory timely withdraw, the Territory will dissolve effective January 1, 2027. Upon dissolution, all assets transferred to the Provider Unit (Northeast), if any, shall not revert back to the Participating Units as set forth in Indiana Code § 36-8-19-15(b), but each Participating Unit has agreed it shall remain the assets of Northeast (to be renamed the Allen County Fire & EMS Protection District) pursuant to the Interlocal Agreement.
3. **Effective Date.** This Resolution shall become effective January 1, 2027.

This Resolution is hereby adopted at the duly noticed meeting of the Southwest Allen County Fire Protection District Board of Trustees held this _____ day of March, 2026.

Larry Owen, Chair

Calvin Thiele, Vice-Chair

Eldon Kumfer, Secretary

Tim Arnold, Member

Vacancy

EXHIBIT Y

Inventory of Assets and Identification of Real Estate

City of Woodburn, Indiana:

City of New Haven, Indiana:

Maumee Township:

Milan Township:

Jefferson Township:

Adams Township:

Northeast Allen County Fire Protection District:

EXHIBIT Z

Statement of Cash Transferred to Fire District

City of Woodburn, Indiana:

City of New Haven, Indiana:

Maumee Township:

Milan Township:

Jefferson Township:

Adams Township:

Northeast Allen County Fire Protection District:

Statement of Cash

Routing Number: _____

Account Number: _____

Balance: \$ _____

Account Type: _____

Routing Number: _____

Account Number: _____

Balance: \$ _____

Account Type: _____

Routing Number: _____

Account Number: _____

Balance: \$ _____

Account Type: _____

Routing Number: _____

Account Number: _____

Balance: \$ _____

Account Type: _____

Routing Number: _____

Account Number: _____

Balance: \$ _____

Account Type: _____

CITY OF NEW HAVEN

ORDINANCE NO. _____

ORDINANCE TO EXPAND THE WOODBURN – NEW HAVEN FIRE & EMS PROTECTION TERRITORY TO INCLUDE THE NORTHEAST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE NORTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, THE SOUTHWEST ALLEN COUNTY FIRE PROTECTION DISTRICT, AND THE WEST CENTRAL ALLEN COUNTY FIRE PROTECTION DISTRICT

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township entered into a Woodburn – New Haven Fire & EMS Protection Territory Agreement on March 1, 2021 (the “**2021 Interlocal Agreement**”) wherein the cities and townships formed the Woodburn-New Haven Fire & EMS Protection Territory (the “**Territory**”);

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-13, the Northeast Allen County Fire Protection District (the “**NE Fire District**”) was created on December 16, 2022, comprising of the Town of Grabill, the Town of Leo-Cedarville, unincorporated Cedar Creek Township, Springfield Township, and Scipio Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-12, the Northwest Allen County Fire Protection District (the “**NW Fire District**”) was created on December 16, 2022, comprising of the Town of Hometown, unincorporated Washington Township, unincorporated Eel River Township, and unincorporated Perry Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and Ordinance No. 12-16-22-16, and as further amended on January 13, 2022 by Ordinance Number 01-13-23-01, the West Central Allen County Fire Protection District (the “**WC Fire District**”) was created on December 16, 2022, comprising of unincorporated Aboite Township and unincorporated Lake Township;

WHEREAS, pursuant to Indiana Code § 36-8-11-12 and an ordinance passed by the Board of Commissioners of the County of Allen, and as further amended on December 16, 2022, by Ordinance Number 12-16-22-14, the Southwest Allen County Fire Protection District (the “**SW Fire District**”) was

created on December 22, 1986, comprising of unincorporated Wayne Township, unincorporated Pleasant Township, Marion Township, and Lafayette Township;

WHEREAS, pursuant to Indiana Code § 36-8-19-6, to expand a fire protection territory, the legislative bodies of each unit or fire protection district desiring to expand an existing fire protection territory by becoming a participating unit in an existing fire protection territory must adopt an ordinance or resolution to do so;

WHEREAS, the City of Woodburn, the City of New Haven, Maumee Township, Milan Township, Jefferson Township, Adams Township, Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, and Southwest Allen County Fire Protection District desire to enter into an Interlocal Cooperation Agreement wherein all parties agree to join the Territory (amending the 2021 Interlocal Agreement) (the “**2026 Interlocal Agreement**”);

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(3), the City of New Haven desires to authorize becoming a party to the 2026 Interlocal Agreement for the expansion of the existing Territory;

WHEREAS, pursuant to Indiana Code § 36-8-19-6(b)(4), three (3) required public hearings to receive public comment for the adoption of this Ordinance were held as follows: the first public hearing was held on Monday, February 23, 2026 at 10:00 AM; the second public hearing was held on Monday, March 2, 2026 at 1:00 PM; and the third public hearing was held on Monday, March 9, 2026 at 6:00 PM; and

WHEREAS, the proposed 2026 Interlocal Agreement has been circulated to and reviewed by all Councilmen and Councilwomen for the City of New Haven, and the Councilmen and Councilwomen now desire to adopt the 2026 Interlocal Agreement and authorize the execution thereof.

NOW, THEREFORE, IT IS HEREBY ORDAINED THAT:

1. **Direction to Mayor to Execute 2026 Interlocal Agreement.** The Mayor of the City of New Haven is hereby authorized and directed to execute any and all documents related to the 2026 Interlocal Agreement and the terms and obligations contemplated hereby and to take any and all actions which the Mayor deems necessary or appropriate to complete the transaction contemplated by this Ordinance. Any and all documents executed by the Mayor of the City of New Haven in connection with the action contemplated by this Ordinance is hereby approved.

2. **Effect on Territory.** Pursuant to the 2021 Interlocal Agreement as to be amended, and the 2026 Interlocal Agreement, the Councilmen and Councilwomen of the City of New Haven acknowledge and approve the following with regards to the Territory:

a. **Boundaries of Proposed Territory.** The boundaries of the proposed Territory shall include the following taxing districts: 042 (Cedar Creek); 043 (Grabill); 061 (Scipio); 062 (Springfield); 082 (Leo-Cedarville); 044 (Eel River); 057 (Perry); 058 (Huntertown); 065 (Washington); 066 (Washington: Transit); 087 (Huntertown – Eel River); 038 (Aboite); 049 (Lake); 048 (Lafayette); 051 (Marion); 059 (Pleasant); 060 (Pleasant: Transit); 067 (Wayne); 068 (Wayne: Transit); 079 (Zanesville); 039 (Adams); 040 (Adams: Transit); 041 (New Haven – Adams); 046 (Jefferson); 047 (New Haven – Jefferson); 052 (Maumee); 053 (Woodburn); 054 (Milan); 085 (New Haven – St. Joe).

b. **Provider Unit and Participating Units.** Subject to the terms and condition of the 2026 Interlocal Agreement, the Provider Unit of the Territory shall be Northeast Allen County Fire Protection District. The Participating Units of the Territory are as follows: Northeast Allen County Fire Protection District, Northwest Allen County Fire Protection District, West Central Allen County Fire Protection District, Southwest Allen County Fire Protection District, City of Woodburn, City of New Haven, Maumee Township, Milan Township, Jefferson Township, and Adams Township.

3. Agreement to Establish the Territory, for the Imposition of Tax Rates, and Disposition of Property. The Agreement between all Participating Units to establish the expanded Territory, to address the imposition of tax rates, and to govern the disposition of property if a Participating Unit withdraws from the Territory or the Territory is dissolved shall be those terms and obligations as provided in the 2021 Interlocal Agreement as amended by the 2026 Interlocal Agreement.

This Ordinance is hereby adopted at the duly noticed meeting of the City of New Haven held this _____ day of March, 2026.

Matt Newbauer, Councilman

Jeff Turner, Councilman

Craig Dellinger, Councilman

Michael Mowery, Councilman

Amelia Gascoigne, Councilwoman

Bob Byrd, Councilman

Terry Werling, Councilman

ATTEST:

Angela Hamrick, Clerk-Treasurer

APPROVED AND ADOPTED BY THE MAYOR OF THE CITY OF NEW HAVEN:

Steve McMichael, Mayor of the City of New Haven