CITY OF HUBBARD, OHIO
RECORD OF ORDINANCES AND RESOLUTIONS

GOVERNMENT FORMS AND SUPPLIES E2202235KV

RESOLUTION NO. .....

ORDINANCE NO. 13-25 PASSED July 7 20 25

AN ORDINANCE

AMENDING THE JOINT RESOLUTION FOR THE CONTINUED OPERATION OF THE EAGLE JOINT FIRE DISTRICT.

WHEREAS, the City of Hubbard, Ohio City Council adopted and enacted the Joint Resolution for the Creation and Operation of the Eagle Joint Fire District by adopting Ordinance 20-07 passed July 31, 2007; and

WHEREAS, the needs of the City of Hubbard residents regarding Fire and Emergency Medical Services have changed since the adoption of Ordinance 20-07; and

WHEREAS, the City Council of the City of Hubbard desires that the Eagle Joint Fire District provide both Fire and Emergency Medical Services to the residents of the District.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Hubbard, Trumbull County, State of Ohio:

SECTION 1: The City of Hubbard, Ohio by and through City Council hereby adopts the Amended Joint Resolution for the Continued Operation of the Eagle Joint Fire District attached hereto as "Exhibit A" and incorporated as if fully rewritten herein by reference.

SECTION 2: All prior Ordinances or parts thereof in conflict with this Ordinance are hereby repealed.

SECTION 3: All formal actions of the City Council of Hubbard, Ohio relating to the adoption of this Ordinance, and all deliberations of the City Council of Hubbard, Ohio and any of its committees leading to such action, were in meetings open to the public as required by law.

PASSED IN COUNCIL THIS 7TH DAY OF JULY, 2025.

William Williams
PRESIDENT OF COUNCIL

ATTEST:
Carrie Brown
CLERK OF COUNCIL

APPROVED:
B Kyle
MAYOR

APPROVAL DATE: 7-8-25

FIRST READING: July 7, 2025

SECOND READING: _____

THIRD READING: _____

CITY OF HUBBARD, OHIO
RECORD OF ORDINANCES AND RESOLUTIONS

THE FRED PROCTER CO., CINTI, O.

RESOLUTION NO. .....

ORDINANCE NO. 13-25 PASSED July 7 20 25

I hereby certify that the foregoing Ordinance was published in The News of Hubbard on the dates hereinbelow set forth and was posted at the Hubbard City Administration Building and the Hubbard Police Station on the day hereinbelow set forth.

DATES OF PUBLICATION:

_____day of_____, 2025

_____day of_____, 2025

_____day of_____, 2025

POSTED:

_____day of _____, 2025

Exhibit A

AMENDED JOINT RESOLUTION FOR THE CONTINUED OPERATION OF THE EAGLE JOINT FIRE DISTRICT

PREAMBLE

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

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

WHEREAS, the City of Hubbard and Hubbard Township are both responsible for the provision of fire protection services; and

WHEREAS, the City and Township have previously contracted for those fire protection services with the Hubbard Volunteer Fire Department, Inc. ("Department") an Ohio non-profit corporation; and

WHEREAS, the City, Township and Fire Department previously determined that the residents of the City and Township would be better served by the creation of a special district for the provision of fire protection and emergency medical services; and

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

WHEREAS, the City of Hubbard and the Township of Hubbard wish to set forth by this Joint Resolution the terms and conditions upon which said joint fire district will ~~be created~~ continue to exist and be operated;

THEREFORE, be it resolved, by the Council of the City of Hubbard and Board of Trustees of the Township of Hubbard that:

ARTICLE I

NAME OF DISTRICT AND CONTINUED OPERATION

The separate legal entity, previously created by resolution and statute, shall continue to be known as the Eagle Joint Fire District from this date forward.

ARTICLE II

TERRITORIAL LIMITS

Section 1

The Eagle Joint Fire District shall be comprised of all of the territory included in the City of Hubbard and Hubbard Township.

Section 2

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

ARTICLE III

OFFICES

Section 1 - Principal Office

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

ARTICLE IV

TRUSTEES

Section 1 - Number of Trustees

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

Section 2 - Appointment and Term of Office of Trustees

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

1. One member shall be a Councilperson of the City of Hubbard. This person shall be appointed by the Council of the City of Hubbard and shall serve a two (2) year term.

2. One member shall be a Trustee of Hubbard Township. This person shall be appointed by the Hubbard Township Trustees and shall serve a two (2) year term.

3. Three members shall be residents of the Eagle Joint Fire District, and shall be appointed to staggered, three year terms. City Council shall appoint one trustee in odd numbered years (i.e., 2009, 2011) and the Hubbard Township shall appoint one trustee in even numbered years (i.e., 2008, 2010).

Section 3 –Appointment of District Trustees

Based upon the existing make-up of the Eagle Joint Fire District Board of Trustees, the schedule for resident appointments is attached to the Resolution as Exhibit A.

Section 4 - Compensation

The compensation for members of the Board of Trustees may be set by the Board. The rate set by the Board may not exceed the compensation permitted by State or other law, and may not be increased for the term in which a vote to increase the compensation takes

place. Compensation shall only be paid in meetings which are attended by the Board members.

Section 5 - Remaining in Office

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

ARTICLE V

VACANCIES

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

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

ARTICLE VI

TRUSTEE REQUIREMENTS OR LIMITATIONS

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

ARTICLE VII

DUTIES AND POWERS OF THE BOARD OF TRUSTEES

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

The Board of Trustees shall also be responsible for the provision of emergency medical services to the inhabitants of the District, and shall have all power necessary to accomplish this purpose as set forth by the Ohio Revised Code and other rules and regulations set forth by the State and other applicable legislative bodies, including the power to contract with other political subdivisions or private entities for the provision of emergency medical services and/or mutual aid as permitted by R.C. Section 9.60.

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

ARTICLE VIII

MEETINGS OF THE BOARD

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

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

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

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

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

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

1. The relocation of a fire station;

2 The enlargement, or reduction, of the territorial limits of the Eagle Joint Fire District;

3. The submission of a tax levy to the general public.

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

ARTICLE IX

APPOINTMENT AND DUTIES OF OFFICERS OF THE BOARD OF TRUSTEES

Section 1 - General Provision

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

Section 2 - Term of Office

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

Section 3 - Duties of Chairman

The Chairman shall be an active executive officer of the Eagle Joint Fire District, and shall exercise supervision over the business of the District and over its appointed officers, subject, however, to the control of the Board of Trustees. He or she shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his or her signature, and shall have other such powers and duties as the Board of Trustees may from time to time assign to him or her.

Section 4 - Duties of Vice Chairman

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

ARTICLE X

DISTRICT LEGAL COUNSEL

Section 1 - Appointment and Duties

The Board of Trustees of the Eagle Joint Fire District may request the Trumbull County Prosecutor (or his or her subordinates) to act as the legal advisor to the Joint Fire District. The Trumbull County Prosecutor may, in his or her discretion, act as the legal advisor for the Eagle Joint Fire District pursuant to R.C. Section 309.09(-E).

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

Section 2 - Conflict of Interest

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

(a) The attorney will be able to provide competent and diligent representation to each affected client, including the fire district;

(b) Each affected client gives informed consent, confirmed in writing.

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

(a) The representation of the Fire District will be directly adverse to another current client.

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

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

(a) The representation is prohibited by law; or

(b) The representation would involve the assertion of a claim by one client against another client represented by the attorney in the same proceeding.

ARTICLE XI

CLERK/TREASURER

Section 1 - Appointment

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

Section 2 - Specific Duties

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

ARTICLE XII

CONTRACTS, CHECKS, NOTES AND OTHER INSTRUMENTS

Section 1 - Authorizations

All contracts, agreements, and other instruments, and all checks, drafts, notes, bonds, bills of exchange and orders for the payment of money, authorized by a majority vote of the

Board of Trustees, shall, unless otherwise required by law, be signed by the Clerk/Treasurer and any two of the following: the Chairman, Vice Chairman, or a trustee of the Board.

ARTICLE XIII

TAX AND BONDS

Section 1 - Tax

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

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

Section 2 - Sale of Bonds

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

ARTICLE XIV

FUNDING FOR THE OPERATION OF THE FIRE DISTRICT

The District was previously funded by the City and the Township through contractual, semi-annual payments.

Subsequent to the creation of the District by the City of Hubbard and Hubbard Township, the District placed levies on the ballot. These ballot issues were passed by the voters, and the District remains primarily funded by the tax revenue generated by the levies.

The District shall continue to have the authority to submit tax levies to the voters, sell bonds, charge for the provision of emergency medical services as permitted by R.C. Section 505.371, and to charge third parties for hazardous material clean up as permitted by law. The Board of Trustees may also accept donations, receive grants, and fund the operation and capital improvements of the District by any other legal method or means.

As a separate political subdivision and taxing authority, the District shall be solely responsible for its own financing, and has no right to or expectation of any financial support or contribution from either the City or Township in the District's provision of fire, EMS, and related services to the public.

ARTICLE XV

USE OF BUILDING AND PROPERTY

Section 1 - City property

The City agrees to permit the Fire District to occupy the municipal building located at 33 West Liberty Street, Hubbard Ohio, for use as a fire station at One Dollar ($1.00) per year to the Fire District.

Section 2 - Leases

An agreement to lease space as set forth in the preceding section has been reduced to writing, in a separate document between the parties. (See Exhibit B.)

Section 3 - New Fire Engine

In consideration of the City's lease of its property to the Joint Fire District as set forth in the proceeding sections, the Township previously purchased and provided to the Fire District a new fire engine.

Section 4 - Bond Use

The City has in place a bond levy for $420,000, the proceeds of which shall be used for the maintenance of the existing fire station (as set forth in the lease agreement). A copy of Bond Ordinance 20-05 is attached as Exhibit C.

ARTICLE XVI

INSURANCE

Section 1 - Insurance Coverage

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

ARTICLE XVII

DISPOSITION OF PROPERTY

Section 1 - Withdrawals or Dissolution of the District

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

Section 2 - Dissolution of Fire District - Division of Funds

Upon the dissolution of the Eagle Joint Fire District, occurring on or after January 1, 2008, the County Auditor shall ascertain, apportion, and order a division of the funds on hand, monies and taxes in the process of collection except for taxes levied for the payment of indebtedness, credits, and real and personal property, either in money or in kind, on the basis of the valuation of the respective tax duplicates of the political subdivisions comprising the Eagle Joint Fire District at the time of such dissolution.

Section 2 - Withdrawal of a Political Subdivision from Fire District - Division of Funds

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

ARTICLE XVIII

PERSONNEL

Section 1 - Fire Chief

The personnel of the Fire District shall include a fire chief, who shall be appointed by the Board of Trustees pursuant to the Ohio Revised Code, with a salary to be set by the Board. The Fire Chief shall have all power necessary to accomplish the duties and responsibilities prescribed by the Ohio Revised Code, the Ohio Fire Code, or as imposed

upon him or her by the District Board of Trustees. The Fire Chief shall be charged with the general management of fire, emergency medical, rescue, or other department operations.

Section 2 - Other Firefighter Personnel

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

Section 3 - Appointment of Personnel

The Board of Trustees may set minimum qualifications for appointment to the District as a firefighter and/or emergency medical service provider. These minimum standards or requirements may include, but are not limited to, the successful completion of a background check, drug screen, agility test, state mandated training, and physical fitness test.

Section 4 - Appointment of Officers

With respect to the appointment of officers, the Board shall hold an appointment process in which individuals shall be appointed to "permanent" positions, in accordance with R.C. Section 505.38. The appointment process may be written and/or verbal test, and/or may include an assessment center comprised of representatives of the Fire District Board of Trustees, Chief Officers, and/or outside appointed Chiefs or other officers/officials. The assessment center shall review and assess the candidate's education, training, and experience, as well as his/her knowledge and capabilities relating to personnel matters, fire

operations, and other subjects specified by the Board of Trustees. The firefighters may also have input, as the Fire Chief and Board of Trustee see fit, into the assessment center process.

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

ARTICLE XIX

DISPATCHING

The District may enter into an agreement for the provision of dispatch services for fire, rescue, emergency medical services, hazardous materials, or any other call to which the District provides response of its apparatus, manpower, or resources. Any agreement shall be reduced to writing.

ARTICLE XX

EFFECTIVE DATE

Section 1 - Effective Date

The initial effective date of this resolution creating the Eagle Fire District, for all purposes whatsoever (whether used for purposes of reference or computation herein or hereafter), was July 1, 2007. The effective date of this Amended Resolution shall be September 1, 2025.

ARTICLE XXI

AMENDMENTS

Section 1 - Amendments to Rules and Regulations

This Resolution may be amended at any meeting of the Fire Department Board of Trustees called for that purpose by the unanimous vote of the Board of Trustees, and with the majority votes of both the City Council and Township Board of Trustees.

IN WITNESS WHEREOF, the City of Hubbard has hereunto adopted the Joint Resolution as of the _____ day of _____, 2025.

City of Hubbard

_____
Mayor

_____
Clerk

_____
Law Director

IN WITNESS WHEREOF, the Hubbard Township has hereunto adopted the Joint Resolution as of the _____ day of _____, 2025.

TOWNSHIP OF HUBBARD

_____
Trustee

_____
Trustee

_____
Trustee

IN WITNESS WHEREOF, the Eagle Joint Fire District Board of Trustees has hereunto adopted the Joint Resolution as of the _____ day of _____, 2025.

EAGLE JOINT FIRE DISTRICT

_____
Trustee

_____
Trustee

_____
Trustee

_____
Trustee

_____
Trustee

EXHIBIT A

Schedule for the Appointment of Fire District Residents to the Board of Trustees for the Eagle Fire District in Accordance with Article IV, Section 2, Paragraph 3

20__

A. City- 1 year left in term of office
B. Township - 2 years left in term of office
C. City- Resident to be appointed to three year term
D. Township - Vacant

20__

A. City- Vacant
B. Township - 1 year left in term of office
C. City- 2 years left in term of office
D. Township - Resident to be appointed to three year term

20__

A. City- Resident to be appointed to three year term
B. Township - Vacant
C. City- 1 year left in term of office
D. Township - 2 years left in term of office

20__

A. City- 2 years left in term of office
B. Township - Resident to be appointed to three year term
C. City- Vacant
D. Township - 1 year left in term of office

This schedule follows a four year rotation, in which a person is appointed to fill one of four positions (A, B, C, or D) for a term of three years. Once the Board has completed the four year rotation (2001 to 2004), the rotation begins again.

EXHIBIT A

Schedule for the Appointment of Fire District Trustees with the Eagle Joint Fire District in Accordance with Article IV, Sections 2 and 3

20__

A. Trustee - appointed to serve one year term (20__)
B. Council member - appointed to serve two year term (20__- 20__)
C. Township resident representative - appointed to serve one year term (20__)
D. City resident representative - appointed to serve two year term (20__-20__)
E. Township resident representative appointed to serve three year term (20__-20__-2009)

2008

A. Trustee (position vacant) appointed to serve two year term (20__-20__)
B. Council member - one year left in term (20__)
C. Resident representative position vacant - City appoints trustee for three year term (20__-20__)
D. City Resident representative (one year left in term)
E. Township Resident Representative (2 years left in term)

2009

A. Trustee - one year left in term
B. Council member - position vacant. Appoint for two year term (20__-20__)
C. City Resident Representative - two years left in term (20__-20__)
D. Position vacant - Township appoints resident for three year term (20__-20__)
E. Township resident representative - one year left in term.

2010

A. Trustee position - vacant - appoint for two year term
B. Council member - one year left in term
C. City Resident Representative - one year left in term
D. Township Resident Representative - two years left in term
E. Position vacant - City appoints resident to three year term (20__ - 20__)

2011

A. Trustee position - one year left in term
B. Counsel member position vacant - appoint for two year term
C. Position vacant - Township appoints for three year term
D. Township Representative - one year left in term
E. City Representative - two years left in term

The following years will be treated according to the schedule set forth above.

20__	20__	201__
20__	20__	20__
20__	20__	20__
20__	20__	20__
20__	20__	20__

EXHIBIT B

PROPERTY LEASE BETWEEN EAGLE JOINT FIRE DISTRICT AND HUBBARD

EXHIBIT -C

BOND ORDINANCE 20-05