

**AGREEMENT FOR FIRE PROTECTION AND OWNERSHIP OF REAL ESTATE**

This Agreement is entered into on this 2nd day of ~~December 2023~~ January 2025, by and between the Town of Monroe, Adams County, Indiana and the Monroe Volunteer Fire Department, Inc. a Non-for-Profit Corporation.

This Agreement shall memorialize the mutual understanding between the parties with respect to the use and operation of the building and real estate located at 233 Tower Drive, Monroe, Indiana 46772.

The parties agree as follows:

1. The Town of Monroe previously owned real estate on South Polk in the Town of Monroe. Located on the real estate was a building erected and maintained by the Monroe Volunteer Fire Department. The building was used by the Monroe Volunteer Fire Department to store, maintain, and operate its fire trucks and other equipment. The Building was also used by the Town of Monroe as a town hall for town council meetings. During the latter few years of the building's use, the Town of Monroe utilized some of the space for its town marshal. As a result of the age of the building and the need on the part of both parties to this agreement for more space, the parties desired to move the Monroe Volunteer Fire Department, the town marshal, and the town clerk and the town hall to the commercial park located on Tower Drive in Monroe, Indiana.

2. The real estate located at 233 Tower Drive, Monroe, Indiana 46772 was owned by the Town of Monroe as part of its commercial park still under development. The Monroe Volunteer Fire Department, in part through its own fundraising, has erected a building on said real estate. The building now serves as the Monroe Volunteer Fire Department as well as the Town Hall for the Town of Monroe.

3. The Town of Monroe and the Monroe Volunteer Fire Department are sharing the use and occupation of the building. The building houses the office of the Clerk/Treasurer for the Town of Monroe, the town marshal (including a bay for the marshal's police vehicle) and also serves as the Town Hall for regularly conducted meetings of the Monroe Town Council.

4. Meanwhile, the Monroe Volunteer Fire Department stores its equipment, vehicles, and supplies as well as maintains the building for its own offices for the purpose of providing fire protection for the Town of Monroe and surrounding area.

5. The Town of Monroe has an obligation to provide fire protection to persons and property located within the town. In support of the mutual project to erect a new facility, the town has conveyed the parcel located at 233 Tower Drive to the Monroe Volunteer Fire Department. Similarly, the real estate owned on South Polk Street previously used by the fire department has been sold and the proceeds were applied to the costs of building the new facility at 233 Tower Drive. The conveyance of the real estate as well as the agreement to use the sale proceeds toward the construction of the new building shall serve as an investment in the agreement amount of \$150,000.00 for the fire protection services to be perpetually provided by the Monroe Volunteer Fire Department. In recognition of the conveyance and transfer of proceeds, as well as the mutual covenants and conditions contained herein, the Monroe Volunteer Fire Department agrees to furnish fire protection for the Town of Monroe perpetually so long as the Monroe Volunteer Fire Department remains an entity providing fire protection services.

6. The facility is serviced by various utilities including the public water utility owned and operated by the Town of Monroe. The Town of Monroe does not and agrees it will not charge the Monroe Volunteer Fire Department for use of the water or any other publicly owned utilities that are owned by the Town of Monroe.

7. The Town of Monroe agrees to pay for the electricity, sewage, telephone service, natural gas, and the internet servicing the building at 233 Tower Drive, Monroe, Indiana 46772. The Town of Monroe will pay for the cost of insurance for the building. Additionally, the Town of Monroe agrees to continue to make annual payments to the Monroe Volunteer Fire Department in the amount of \$15,529.65 for the fiscal year of 2025, to be increased by 3% each fiscal year thereafter by agreement of the parties. Any agreement related to the aforementioned increase will be in writing and signed by all parties hereto. One-half of the aforementioned amount will be paid on or before June 30<sup>th</sup> of each year and the second half will be paid on or before December 31st of each year. The Town of Monroe will also pay a clothing

allowance each year in the amount of \$200.00 per fireman per year. The Monroe Volunteer Fire Department agrees to continue to provide fire protection services, as well as other emergency services as needed and as the Monroe Volunteer Fire Department is able to provide, to the businesses, residences, and citizens of the Town of Monroe.

8. The parties acknowledge and agree that the former location of the Monroe Volunteer Fire Department and Monroe Town Hall was sold and the proceeds of the sale were applied to the costs of erecting the new facility located at 233 Tower Drive, Monroe, Indiana 46772. As indicated above, the conveyance of the real estate and contribution of the sale proceeds amounts to an investment by the Town of Monroe in the amount of \$150,000.00 which will be paid back upon the sale of the property by the fire department or at any time the fire department desire to pay the investment back to the town. At the time the investment is paid back, the town shall no longer have the same rights to use and occupation of the building and the parties shall negotiate the terms of any further use or occupation sought by the Town of Monroe. The investment shall not accrue interest due to the town's use of the property and receipt of fire protection services described herein.

9. In addition to the fire protection services to be perpetually received by the Town of Monroe, the Monroe Volunteer Fire Department agrees the Town of Monroe shall be entitled to the continued use of the facility for the office of the clerk treasurer, the town marshal, a garage bay for the vehicle used by the town marshal, and the use of the town hall meeting room whenever desired by the Town. The parties shall continue to cooperate to schedule events so as to prevent conflicting needs for the use of the meeting room / town hall portion of the building. In the event of a scheduling conflict, the agenda of the Monroe Volunteer Fire Department shall have priority.

10. The parties agree all maintenance costs for the building including any structural repairs, parking lot repairs, and any enhancements costing in excess of \$500.00 shall be paid by the Monroe Volunteer Fire Department paying 50% and the Town of Monroe paying 50%. All other miscellaneous costs of maintenance shall be paid by the Monroe Volunteer Fire Department.

11. In the event the Monroe Volunteer Fire Department ever conveys, sells, or transfers its full or parties interest in the real estate, the Town of Monroe shall have the exclusive first option to purchase the interest that is to be conveyed from the Monroe Volunteer Fire Department. In the even the Monroe Volunteer Fire Department receives a bona fide offer to purchase the real estate, it shall communicate the offer to all members of the Monroe Town Council. The Monroe Town Council shall have 30 days to conduct a public hearing on the offer and shall have the right to purchase the interest in the same amount contained in the bona fide offer to purchase. The Town Council shall have 60 days following the public meeting to pay the purchase price if it elects to exercise its right of first option. If the Town of Monroe elects not to purchase the property, the Monroe Volunteer Fire Department may proceed with the sale subject to the following terms and conditions:

a. In recognition of the initial conveyance of real estate and the transfer of sale proceeds from the sale of the real estate located on South Polk Street which was sold by the Town of Monroe, the Monroe Volunteer Fire Department agrees the Town of Monroe is entitle to receive the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) from the proceeds of the sale of the property located at 233 Tower Drive. The obligation to deliver said sum to the Town of Monroe in the event of the sale of the real estate located at 233 Tower Drive, Monroe, Indiana exists regardless of the identity of the purchaser, even if the purchaser is the Town of Monroe.

12. This agreements amends the previously executed Agreement for Fire Protection and Ownership of Real Estate entered into by the parties on March 6, 2017. Accordingly, the March 6, 2017 is no longer in effect.

The foregoing is agreed on the date noted herein by and between the parties.

Monroe Town Council

Monroe Volunteer Fire Department

David Band  
Debra S. Giessler David Band

Kris M. Burkhardt  
Kris Burkhardt, Chief

Joshua Geerken  
Jeffrey L. Johnson Joshua Geerken

Matt Brown  
Matt Brown, Assistant Chief

Mike Geels  
Mike Geels

ATTEST:

Rachel Tague  
Rachel Tague