



Minutes
Western Cass Fire Protection District
Regular Session
Wednesday, December 21, 2022, at 7:00 pm
Fire Headquarters
5 S. Rogers Rd., Cleveland, MO 64734
In Person Only

- 1) Call to Order by the Secretary 7:00pm
- 2) Pledge of Allegiance
- 3) Roll Call (Quorum)
 - a) President and Chair John Webb (2022- 2027) Present
 - b) Vice Chair Marty Hardman (2022- 2023) Present
 - c) Director Sue Hosterman (2019-2025) Present
 - d) Director Kerri VanMeveren (2020-2026) Present
 - e) Director Darvin Schildknecht (2021-2027) Present
 - f) In the absence of the Secretary Chris Johnson, the Chair appointed Stephanie Toliver Secretary Pro Tem. Chief John Johnson, District Manager Stephanie Toliver and Belton Fire Chief John Sapp were also present.

- 4) The tentative agenda for Wednesday, December 21, 2022 was amended to add: Corrections to Regular Meeting Minutes from 10/19/22 as 4B, Mutual Aid Contracts as 9M, District Attorney 9N, Permanent Positions 9O, Facility Manager 9P, Bunker Gear 9Q, Payroll to QuickBooks 9R and to remove 9C Dishwashers, 9H Chief Recommendations on Jack's Winter Fire School and 9I District Manager's Recommendations on Credit Card Limits. The Chair made a motion to adopt and approve the amended agenda.
Director Hosterman: Yea
Director Hardman: Yea
Chair Webb: Yea
Director Schildknecht: Nay
Director VanMeveren: Nay

- 6) Approve Minutes
 - a) The Chair made a motion to approve the minutes from November 16, 2022. Director VanMeveren stated that she submitted changes she does not see reflected on the minutes. The Board requested she send the changes to everyone for review. The Chair postponed his motion until the following meeting with no objection heard from the Board.

 - b) The Chair made a motion to have the October 19, 2022 minutes corrected by the secretary. Number 8c is missing and should have the Board going into closed session.

Director Hosterman: Yea
Director Hardman: Yea
Chair Webb: Yea
Director Schildknecht: Nay
Director VanMeveren: Nay

7) Reports

- a) The attached reports were submitted by the Directors.
- b) The Treasurer's Report was filed for audit.

Director Hardman requested a point of order; she would like the board to note that Director VanMeveren is recording the meeting. The board requested that Director VanMeveren cease recording the meeting, she refused and cited RSMo 610.020. Director Hosterman requested the attorney be consulting in regard to recordings being done without the Board's knowledge.

8) Unfinished Business

- a) Chief Johnson and the Chair reported that the battery checks for the emergency backups were completed. A new battery was purchased for approximately \$140.
- b) Chief Johnson and the Chair reported that a test of the emergency system at Station 1 was completed.
- c) The Chair made a motion to approve the reimbursements for the bay lights at Station 2. The cost came in under the amount previously approved by the board.
Director Hosterman: Yea
Director Hardman: Yea
Chair Webb: Yea
Director Schildknecht: Yea
Director VanMeveren: Nay

d) Status on Insurance Policy.

The Chair made a motion to give Director Hosterman permission to sign the bid specifications and move forward with obtaining bids.

- Director Hosterman: Yea
- Director Hardman: Yea
- Chair Webb: Yea
- Director Schildknecht: Yea
- Director VanMeveren: Yea

Director Hosterman made a motion to place an ad in paper for insurance bids and to pay for it.

- Director Hosterman: Yea
- Director Hardman: Yea

Chair Webb: Yea
Director Schildknecht: Yea
Director VanMeveren: Yea

9) New Business

a) The Chair made a motion to repeal all policies procedures, rules and regulations prior to April 6th 2022. Director Hardman made a motion to postpone with no objection heard by the Board. Directors would like to discuss with their attorney.

b) Director Hardman made a motion to move our Information Technology service from Smart Pro. Director Hardman made a motion to postpone until next meeting with no objection heard by the Board.

d) Kitchen faucet at Station 2 is leaking and corroded. The Chair made a motion to allow up to \$200 to replace the faucet.

Director Hosterman: Yea
Director Hardman: Yea
Chair Webb: Yea
Director Schildknecht: Yea
Director VanMeveren: Yea

e) The Board reviewed the Residency Agreement provided. Directors requested policies cited be attached to agreement for review and that a Disciplinary Policy be added.

f) The Chair made a motion to send firefighters through Fire Fighter 1 and Fire Fighter 2 training at Cass Career Center in an amount not to exceed \$10,000 and to come out of 2022 budget. Director Hosterman requested the motion to be amended to add that the Board approve of which fire personnel are sent.

Director Hosterman: Yea
Director Hardman: Yea
Chair Webb: Yea
Director Schildknecht: Nay
Director VanMeveren: Nay

g) The Chair made a motion to approve a membership for the Firefighters Association of Missouri.

Director Hosterman: Yea
Director Hardman: Yea
Chair Webb: Yea
Director Schildknecht: Yea
Director VanMeveren: Yea

j) The Chair made a motion to move the District's phone service to Magic Jack approved up to \$250.00 for the transfer and purchase of phones.

Director Hosterman: Yea
Director Hardman: Yea
Chair Webb: Yea
Director Schildknecht: Yea
Director VanMeveren: Yea

k) Removal of Unapproved Versions of Minutes in Director's Reports Retroactive.
Director Hardman made a motion to postpone with no objection heard by the board.

l) Removal of Director Schildknecht pursuant to RSMo 321.190
Director Hardman made a motion to petition the Court for removal of Director Schildknecht based on his admission in court that he was not able to make decisions pursuant to RSMo 321.190. The motion was placed to a vote and at that time Director Hardman withdrew her motion with no objection heard from the board.

m) Mutual Aid
The Chair made a motion that 8C be changed to read "Western Cass agrees to provide record management reports to Belton Fire listing total calls and total personnel on scene for the prior month that a request for mutual aid occurred. Best efforts will be made to provide by the 15th of the following month."

Director Hardman made a motion to accept the mutual aid agreement from Belton as presented and authorize the Chair to execute said contract on behalf of the District.

Director Hosterman: Yea
Director Hardman: Yea
Chair Webb: Yea
Director Schildknecht: Nay
Director VanMeveren: Nay

Belton Fire Chief John Sapp stated the soonest the mutual aid agreement will be approved by the Belton Board of Alderman will be at the Alderman's January 10th 2023 meeting.

Director Hardman made a motion to also use the Belton mutual aid agreement for Dolan West Dolan Fire Protection District via our new district attorney and authorize the Chair to execute said contract on behalf of the District.

Director Hosterman: Yea
Director Hardman: Yea
Chair Webb: Yea
Director Schildknecht: Nay
Director VanMeveren: Nay

n) Attorney

Director Hardman made a motion to approve Scarborough Law Office LLC as the District's attorney for an amount not to exceed \$300/hour and to give the Chair the authority to negotiate a lower amount and authorization to sign a contract.

Director Hosterman: Yea

Director Hardman: Yea

President Webb: Yea

Director Schildknecht: Nay

Director VanMeveren: Nay

o) President Webb made a motion to make the District's temporary part time positions permanent. Director Hardman made a motion to postpone this until further research can be done with no objection heard by the board.

Director Hardman made a motion to extend the paid part time positions for an additional 90 days.

Director Hosterman: Yea

Director Hardman: Yea

President Webb: Yea

Director Schildknecht: Yea

Director VanMeveren: Yea

p) Facility Manager:

President Webb made a motion to approve creating the position of Facility Manager and to further work on definitions for this position.

Director Hosterman: Yea

Director Hardman: Yea

President Webb: Yea

Director Schildknecht: Yea

Director VanMeveren: Yea

q) Bunker Gear:

Chief Johnson reported bunker gear has been ordered. \$14,500 for 6 sets from Feld/Veridian ordered approximately 2 months ago. Anticipating it coming in in approximately 4.5 months.

r) Payroll to QuickBooks:

Director Hosterman made a motion to allow Accountant John Martin to switch to using QuickBooks for payroll beginning in January 2023.

Director Hosterman: Yea

Director Hardman: Yea

President Webb: Yea

Director Schildknecht: Nay

Director VanMeveren: Nay

10) Director Hardman made a motion to adjourn. Meeting adjourned at 9:09pm



Western Cass Fire Protection District Wed,
December 21, 2022 at 7:00 pm
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Director VanMeveren Report
Nov 16 – Dec 21st 2022

1. Attached are the corrections submitted to the 11/16/22 meeting minutes that have yet to be properly updated accurately in the minutes. Additionally, there were no closed minutes prepared for board approval for the 11/16/22 meetings yet was on the 12/21/22 meeting agenda. A total of 6 pages submitted with this report.



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Regular Session
Wednesday, November 16, 2022, at 7:00 pm
Fire Headquarters
5 S. Rogers Rd., Cleveland, MO 64734
<https://tinyurl.com/5e34569x>

- 1) Call to Order by the Secretary 7:15 P.M.
- 2) Pledge of Allegiance
- 3) Roll Call (Quorum)
 - a) President and Chair John Webb (2022- 2027) Present
 - b) Vice Chair Marty Hardman (2022- 2023) Present
 - c) Director Sue Hosterman (2019-2025) Present
 - d) Director Kerri VanMeveren (2020-2026) Present Remotely
 - e) Director Darvin Schildknecht (2021-2027) Present
- 4) President Webb made a motion to approve the Wednesday, November 16, 2022 Tentative Agenda with amendments added and it passed by consent agenda with no dissention.

Agenda items added included:

- Medical Director Contract
- Sending out a newsletter
- Authorization to start Residency Program
- Amendment of Electrical to St. 2
- Approval of Ryder of proof of insurance loss for damage to St. 2

5) Personal Appearances / Public Comments

6) Approve Minutes

a) President Webb made a motion to approve the Special Session minutes of October 03, 2022 and it passed.

President and Chair John Webb - Aye

Vice Chair Marty Hardman - Aye

Director Sue Hosterman - Aye

Director Kerri VanMeveren - Nay

Director Darvin Schildknecht - Nay

b) President Webb made a motion to approve the Regular Session minutes of October 19, 2022 and it passed.

President and Chair John Webb - Aye

Vice Chair Marty Hardman - Aye

Director Sue Hosterman - Aye

Director Kerri VanMeveren - Nay

Director Darvin Schildknecht - Nay

7) Reports

a) Directors Submit Written Reports

b) Sue Hosterman: Did not submit a written report. Provided an update on her and her husband's company providing servicing of the battery generator.

President Webb made a motion to check the battery for the emergency backup at Station 2, and permit the chief to have the battery tested and replaced if needed at a cost of no more than \$200.00 and it passed.

President and Chair John Webb - Aye

Vice Chair Marty Hardman - Aye

Director Sue Hosterman - Aye

Director Kerri VanMeveren - Aye

Director Darvin Schildknecht - Aye

Marty Hardman gave her verbal report after Sue Hosterman.

Note: Director Hardman will be cancelling her debit card with Community Bank of Raymore. The card was only used to pay for personnel background checks which are now done through the Sheriff's office, so the card is no longer needed. Director Hardman will cancel then destroy the card.

C) Director VanMeveren provided a written report and was not allowed to present. The report was submitted in advance of the meeting.

D) Treasurer Report Written Report

E) Chief Report Written Report

This motion was made during Sue's verbal Director Report.

~~President Webb made a motion to check the battery for the emergency backup at Station 2, and permit the chief to have the battery tested and replaced if needed at a cost of no more than \$200.00 and it passed.~~

~~President and Chair John Webb - Aye~~

~~Vice Chair Marty Hardman - Aye~~

~~Director Sue Hosterman - Aye~~

~~Director Kerri VanMeveren - Aye~~

~~Director Darvin Schildknecht - Aye~~

8) Unfinished Business

A) Bay Lights

President Webb made a motion to approve up to \$3500.00 to replace the bay lights in Station 2 and remove the old fixtures, to be done by a new electrician that will be chosen from a new bid pool and with a signed contract, and it passed.

President and Chair John Webb - Aye

Vice Chair Marty Hardman - Aye

Director Sue Hosterman - Aye

Director Kerri VanMeveren - Aye

Director Darvin Schildknecht - Aye

B) Doctor Cusser Medical Director

President Webb made a motion to approve the contract with Doctor Cusser as the new medical director. The total cost would be at a cost of \$4,600, with \$1,000 of that cost for set up costs to start January 2023.

- President and Chair John Webb - Aye
- Vice Chair Marty Hardman - Aye
- Director Sue Hosterman - Aye
- Director Kerri VanMeveren - Aye
- Director Darvin Schildknecht - Aye

C) Insurance Rider

Director Harman made a motion to sign the insurance rider for Station 2 and it passed.

Marty Hardman turned up the camera so Director VanMeveren could no longer see the room and then John Webb turned off the virtual meeting feed.

- President and Chair John Webb - Aye
- Vice Chair Marty Hardman - Aye
- Director Sue Hosterman - Aye
- Director Kerri VanMeveren - Abstain (no vote recorded)
- Director Darvin Schildknecht - Aye

9) New Business

A) Auditor Payment

President Webb made a motion to pay the bill from Trout Beeman and Co. for the work they did on the ~~12-21-21~~ **2020 and 2021** audits and it passed.

- President and Chair John Webb - Aye
- Vice Chair Marty Hardman - Aye
- Director Sue Hosterman - Aye
- Director Kerri VanMeveren - Aye
- Director Darvin Schildknecht - Aye

B) Chief Reimbursement Gasoline **Not an approved agenda item.**

1) President Webb made a motion to reimburse Chief for expenses he incurred on behalf of the district for a total of \$380.74 and it passed.

- President and Chair John Webb - Aye
- Vice Chair Marty Hardman - Aye
- Director Sue Hosterman - Aye
- Director Kerri VanMeveren - Aye
- Director Darvin Schildknecht - Aye

2) President Webb made a motion to pay no more than \$400.00 for personnel HAZMAT training and it passed. **Not an approved agenda item.**

- President and Chair John Webb - Aye
- Vice Chair Marty Hardman - Aye
- Director Sue Hosterman - Aye
- Director Kerri VanMeveren - Nay

Director Darvin Schildknecht - Aye

C) Sheriff 22 Addendum - No Action Taken

D) Elections

1) President Webb made a motion to submit advertising for the coming election as required by statute for a cost of no more than \$400.00 and it passed.

President and Chair John Webb - Aye

Vice Chair Marty Hardman - Aye

Director Sue Hosterman - Aye

Director Kerri VanMeveren - Abstain (no vote recorded)

Director Darvin Schildknecht - Nay

E) Station 2 Residency - No Action Taken

Director Hardman made a motion ordering director Schildknecht to cease the harassment of our fire personnel **and from taking pictures** and it passed.

President and Chair John Webb - Aye

Vice Chair Marty Hardman - Aye

Director Sue Hosterman - Aye

Director Kerri VanMeveren - Nay

Director Darvin Schildknecht - Nay

F) Newsletter

President Webb made a motion to the citizens of the district at a cost of no more than \$1500.00 and it passed.

President and Chair John Webb - Aye

Vice Chair Marty Hardman - Aye

Director Sue Hosterman - Aye

Director Kerri VanMeveren - Nay

Director Darvin Schildknecht - Nay

G) Christmas Party **Not an approved agenda item brought up by Sue Hosterman**

President Webb made a motion to have a Christmas Party for district personnel on December 20, 2022 and spend up to \$500.00 and it passed.

President and Chair John Webb - Aye

Vice Chair Marty Hardman - Aye

Director Sue Hosterman - Aye

Director Kerri VanMeveren - Nay

Director Darvin Schildknecht - Nay

Darvin said John Webb made a motion to not have a meeting for our regularly scheduled work session on the 1st Wednesday of the month and he said voted 'NO'. Where is this motion in the minutes?

10) President Webb made a motion to adjourn and it passed by consent agenda with no dissention.

11) Adjourn 8:34 P.M.



Western Cass Fire Protection District

The following shall be filled out anytime submitting a receipt for reimbursement. All receipts must be included.

Date: 12/05/2022

Location of Purchase: The Home Depot

Amount Owed: \$238.00

Station: 2

Reason for Purchase: Flood Light Replacement

Paid By: Check Cash Charge Credit Debit

Did you have Officer Approval? Yes No

Officer That Approved Item: John Webb

Name: Chris Johnson

Chris Johnson
dotloop verified
12/22/22 7:40 PM CST
7310-NPRJ-SQYO-CRYR

Printed

Signature

Office Use Only

Chief or Deputy Chief: *John Webb*
dotloop verified
12/26/22 12:37 PM CST
PVKF-3BVM-RLZY-WHMY

12/22/2022

Signature

Date Received

Line Item: _____

Stephanie Toliver: *Stephanie Toliver*
dotloop verified
12/22/22 4:16 PM CST
ASMV-B2FF-XV0C-NHDP

12/28/2022

Signature

Date Paid

Board Chair: *John Webb*
dotloop verified
12/22/22 4:43 PM CST
UTCU-FWXC-TLVO-URW8

12/22/2022

Signature

Date



Western Cass Fire Protection District

The following shall be filled out anytime submitting a receipt for reimbursement. All receipts must be included.

Date: 12/07/2022

Location of Purchase: EBay

Amount Owed: \$349.99

Station: 2

Reason for Purchase: Bay light replacement

Paid By: Check Cash Charge Credit Debit

Did you have Officer Approval? Yes No

Officer That Approved Item: John Webb

Name: Chris Johnson

Chris Johnson
dotloop verified
12/22/22 7:41 PM CST
WTEK-L9RG-BVJS-DTUX

Printed

Signature

Office Use Only

Chief or Deputy Chief:

John Johnson
dotloop verified
12/26/22 12:34 PM CST
CKID-8PZN-SQ0X-QJUD

12/22/2022

Signature

Date Received

Line Item: _____

Stephanie Toliver:

Stephanie Toliver
dotloop verified
12/22/22 4:20 PM CST
LGAD-NHLW-RLCM-KTXR

12/28/2022

Signature

Date Paid

Board Chair:

John Webb
dotloop verified
12/22/22 4:46 PM CST
V2N7-P8OU-FCAF-GZYQ

12/22/2022

Signature

Date

Agreement for Fire Service Mutual Aid

THIS AGREEMENT is made and entered into this 21 day of December 2022, by and between Western Cass Fire Protection District (Western Cass) and City of Belton Fire Department (Belton Fire).

It is Mutually AGREED, for and in consideration of the mutual agreements between the selected parties, that:

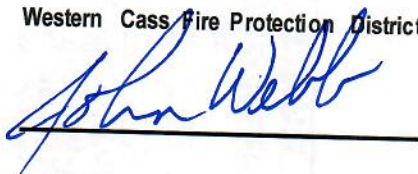
1. The following terms shall have the following meanings when used in this agreement:
 - a. Requesting party is signatory fire service organization hereto that is requesting mutual aid assistance from another fire service organization.
 - b. Responding party is a signatory fire service organization hereto that is called upon to provide mutual aid assistance.
2. Upon request for mutual aid assistance, the responding party will send equipment, personnel, and other resources to any point within the area for which the requesting party normally provides services; provided, however, that response to be given only when the responding party, in the judgment of its fire chief or the designated representative, can reasonably furnish such assistance without imperiling the safety of the citizens served by the responding party.
3. The fire service organizations, parties hereto, agree not to call for assistance unless it is of an emergency nature, and the circumstances exist where the requesting party's normal resources have been significantly reduced by emergency responses.
4. The authority in charge of the responding party shall be the sole judge of extent and amount of assistance to be furnished under the circumstances of each particular case. It is agreed that the parties shall not be liable in any way to the other, or its inhabitants or any other person, firm, or corporation for failure to give assistance requested.
5. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. Any request for aid hereunder shall include a statement of the requested resources and shall specify the location for response.
 - b. The Parties agree to operate and coordinate the emergency incident within the organizational framework of the National Incident Management System (NIMS) to include the Incident Command System.
 - c. The responding party's operational units shall be under the immediate supervision of the responding party's designated representative.

- d. A responding party shall be released by the requesting party when, in the judgment of the incident commander, the services of the responding party are no longer required. Provided, however, it is mutually recognized that each party hereto owes its primary allegiance and services to its own citizens. Therefore, the responding party may be recalled by its fire chief, or his designated representative, if, in that officer's opinion, a need exists for the responding party to render services within its normal service area.
6. Each party, in consideration of this agreement to provide emergency assistance, does waive any and all claims against each other party hereto for damages or compensation for any loss, damage, personal injury, death, or any other matter occurring as a consequence of performance under this agreement.
 7. No parties to this agreement shall be under any obligation to reimburse the other parties for any costs or services incurred pursuant to rendering of or acceptance of equipment or manpower under the terms of this agreement except as outlined in paragraph (8), Response Performance. The requesting party shall reimburse the responding party for consumables utilized at the incidents.
 8. The Belton Fire Department is committed to offering mutual aid services according to this contract while Western Cass Fire Protection District is making good faith efforts to supply working personnel on the majority of the calls within their district. Therefore, it is recognized that Western Cass Fire Protection District agrees to the following response performance criteria.
 - a. 2 working firefighters will be turned out on scene within fifteen minutes of notification of the call for service for a minimum of 75% of calls for service.
 - b. If Western Cass Fire Protection District falls below the listed criteria the Belton Fire Department agrees to furnish resources, when available, according to Annex A "Resource Pricing List".
 - c. Western Cass agrees to provide monthly records management reports to Belton Fire listing total calls and total personnel on scene for the prior month within 5 business days of each ending month.
 - d. For all calls below the performance criteria Western Cass agrees to pay for services on a per call basis according to Annex A "Resource Pricing List" until such time they are able to meet the response criteria.
 - e. If Western Cass remains below acceptable response criteria for three consecutive months or four months total in a twelve-month period an automatic sixty-day notice will begin for termination of this contract, during which time Belton Fire would be open to good faith negotiations for a more suitable service contract.
 - f. If any services charges apply Belton Fire will provide a written invoice to the Western Cass designee with a thirty-day payment deadline.

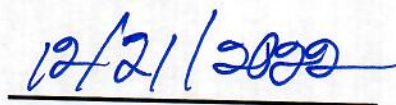
It is recognized that the interests herein are mutual, and the contract is entered into for the common good of the general public of the parties hereto, and for a strictly governmental purpose.

9. Any party may cancel mutual aid with any other party, upon providing a sixty (60) day written notice.
10. Parties may elect to specify additional provisions by addendum to this agreement.

Western Cass Fire Protection District



Date



City of Belton Fire Department

Date

Belton Fire Chief

