



Document 2019 4034

Book 2019 Page 4034 Type 06 030 Pages 11
Date 12/19/2019 Time 2:36:37PM
Rec Amt \$67.00

INDX
ANNO
SCAN
CHEK

Instrument #: 2019-1685
12/17/2019 03:26:24 PM Total Pages: 11
MCA 28 E AGREEMENT
Recording Fee: \$ 67.00
Janelle Schneider, Recorder, Adair County Iowa



LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

28E Agreement

Preparer Information: Orient Fire Department
Loretta Umbenhower
117 N Broad Street
PO Box 125
Orient, IA 50858
641-337-5515

Taxpayer Information: N/A

Return Document To: City of Orient
Della Kramer
114 N Broad Street
PO Box 116
Orient, IA 50858
641-337-5711

Grantors: Mayor, City of Orient

Grantees: Orient Fire Department

Legal Description: N/A

Related documents: N/A

Resolution No. 12-10-18-01

Resolution Adopting 28E Agreement for Fire Protection District

**A RESOLUTION OF THE CITY OF ORIENT ADOPTING THE
ORIENT RURAL FIRE DISTRICT FIRE PROTECTION AGREEMENT**

Whereas, the City of Orient, Iowa; Orient Township, Adair County, Iowa; Richland Township, Adair County, Iowa; Union Township, Adair County, Iowa; the City of Macksburg, Iowa; Grand River Township, Madison County, Iowa; and Colony Township, Adams County, Iowa entered into a 28E agreement establishing a district fire protection, fire prevention, and assistance in other emergencies or disasters relating to life or property.

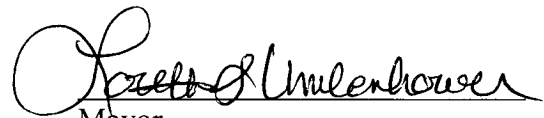
Whereas, at the regular city council meeting held on November 12, 2018 at 6:00 o'clock PM, the Mayor reported to the City Council that said 28E agreement will expire by the end of the year.

Whereas, the public entities which are a party to the above described 28E Agreement want to renew said 28E agreement by executing a new agreement. A new 28E agreement must be filed with the Iowa Secretary of State according to section 28E.8 of the Iowa Code.

Whereas, the City of Orient is permitted by Chapter 28E Joint Exercise of Governmental Powers to provide joint services with public entities identified above.

NOW THEREFORE BE IT RESOLVED, that the Orient City Council hereby approves the attached 28E agreement entitled "ORIENT RURAL FIRE DISTRICT FIRE PROTECTION AGREEMENT", directs the Mayor of the City of Orient to sign said 28E agreement on behalf of the City of Orient, and directs the City Clerk to coordinate with the Orient Rural Fire District to file said 28E agreement with the Iowa Secretary of State after it is fully executed.

PASSED AND ADOPTED THIS 10th **DAY OF** December, 2018.


Mayor

ATTEST:


City Clerk

Orient Rural Fire District

Fire Protection Agreement

This agreement is made pursuant to Chapter 28 E Code of Iowa between any and all of the following; City of Orient, Iowa, Orient Townships, Richland Township, Union Township, in Adair County, Iowa, City of Macksburg, Iowa, Grand River Township, in Madison County, Iowa and Colony Township in Adams County, Iowa.

Section 1. Name and Duration

There is hereby created a rural fire district to be known as the Orient Rural Fire District (hereinafter known as the district) to commence December 10, 2018 and shall automatically renewable on December 10, 2028, for a 10 year period thereafter, unless sooner terminated as hereinafter set forth.

Section 2. Purpose

This agreement is executed for the purpose of establishing a district fire protection, fire prevention, and assistance in other emergencies or disasters relating to life or property, all in accordance with the under the provisions of Chapter 28E of the Code of Iowa.

Section 3. Public Entities

The area represented by the public entities involved in this agreement and which is to be afforded fire protection includes the incorporated **City of Orient, Iowa**; the incorporated **City of Macksburg, Iowa**; that portion of **Richland Township, Adair County, Iowa**; all of **Union Township, Adair County, Iowa** all of **Grand River Township, Madison County, Iowa**; and that portion of **Colony Township, Adams County, Iowa** as designated in the fire district.

Section 4. Area Served

A map of the area to be afforded fire protection is attached as Exhibit A to this agreement.

Section 5. Organization

1. Fire Board

The board of the Orient Rural Fire District shall consist of the three elected trustees from each township represented in the District, members of each city (the mayor or appointed council member) and an appointed member for the Orient Vol. Fire Department. Each entity shall have **ONE** vote. The clerks of the townships are not eligible to vote. The clerks are eligible to serve as secretary, treasurer, chairman and co-chairman.

Orient Rural Fire District

Fire Protection Agreement

2. Officers

The officers shall consist of a Chairman, Co-Chairman, Co-Signor, these officers shall be elected at the annual meeting and hold a two (2) year term.

3. Secretary Treasurer

The secretary treasurer of the district shall be appointed at the meeting every year with the salary to be set at this time

4. Meetings

The annual meeting of the District shall be during January, and held at the Orient Fire Station date and time to be set by the chairman. There must be at least 5 of the entities present to be considered a quorum.

5. Responsibilities

The District shall maintain and operate a fire protection system within the territorial boundaries of all the entities that are party to this agreement. The District shall be responsible for the following general duties and obligations

- A. The District will hold the title to all firefighting equipment.
- B. The District shall pay the insurance premium for insurance on the trucks, equipment and on the fire station
- C. The District shall provide all equipment needed to provide fire protection to the people and property of the District.
- D. The District shall pay for all repairs and maintenance costs as well as fuel for the trucks.
- E. The District shall be responsible for all repairs and maintenance of the fire station.
- F. The District shall pay all utilities such as gas, electricity, water and sewer, for the fire station.
- G. The District shall pay for the training for the members of the Orient Volunteer Fire Department.

6. Finance and Budget

A. The District shall operate as a non-profit basis, and shall be financed as provided by this article

B. The District shall establish an annual operating budget. The operating budget shall include estimated expenditures for the fiscal year, which shall include all expenses of

Orient Rural Fire District

Fire Protection Agreement

administration, operation, maintenance, and the other expenses. The board shall establish assessments against the members, in such amounts as will, in the aggregate, be not less than the budgeted expenditures for the fiscal year, plus adequate provisions for contingencies and reserves in accordance with the Article of this agreement.

C. The District shall submit to all members an annual report not later than ninety (90) days after the close of the fiscal year. The annual report shall contain a summary of the District's revenues and expenditures, a listing of assets and estimated values, a summary of the past year's activities, and a listing of insurance coverages.

D. The District shall send the members one copy of the minutes of all District meetings. The minutes shall include a summary of all action taken by the District along with a list of claims or invoices paid by the District.

7. Funding

A. The expenses and cost of operating the District for the provision of the necessary emergency response shall be borne and paid as fairly as possible.

B. Each township which a party to this agreement is shall contribute its share of the financial support by levying a fire tax as necessary to meet its share and as authorized by law and each city shall appropriate to its fire/emergency account a sum sufficient to meet its share of District's cost. Each member with the exception of the City of Orient agrees to pay based on their taxable valuation. The amount to be levied will be decided by the District's annual meeting in January.

C. The City of Orient to meet its financial obligation to the district agrees to the following terms;

1.) The City of Orient shall provide workman's compensation and liability insurance for 20 firemen.

2.) The City of Orient shall furnish the alerting equipment such as pagers and fire whistle to bring the volunteers into action in the most expeditious manner.

3.) The City of Orient shall maintain the security light at the west end of the fire station.

4.) The City of Orient shall keep the ramp to the fire station entrance painted or otherwise clearly marked so as to be readily distinguished as a "no parking" area. The city shall also keep the snow removed from the ramp and access doors.

Orient Rural Fire District

Fire Protection Agreement

5. The City of Orient shall provide water for the purpose of fighting fires.

6. The City of Orient shall pay for the phone at the fire station.

7. For these considerations all property within the City of Orient and all property that may be annexed shall be exempt from taxation by the District.

D. Prior to the annual meeting of the District, the fire officers and the appointed member from the Orient Vol. Fire Department shall prepare and tentatively adopt a budget for the fiscal year that starts July 1 next following the annual meeting. The budget shall be submitted seven (7) public entities at least ten (10) days prior to the annual meeting. The budget shall be finally adopted and approved by the public entities at the annual meeting of the District.

8. Suspension of Voting Rights and Services

During a period of delinquency by a member in the payment of its share of fees and cost or in the payment of its share of an assessment or in the performance of any other obligation under this Agreement, such member shall not be entitled to the services of the District, nor shall the representatives of such members be entitled to vote on matters coming before the District, unless such delinquency shall be waived for voting purposes by two-thirds vote of the remaining members of the District.

9. Withdrawal and Termination

A. A member cannot withdraw from membership prior to dissolution of the District, except in accordance with the following procedures:

1) Notices: The withdrawing Member shall serve notice of the withdrawal on the District by certified mail, return receipt requested, addressed to the Chairman of the District. The notice shall state the name of the withdrawing member, its intention to withdraw from the District, and signed by a duly authorized representative of Member. For purposes of this paragraph, notice is deemed served when received by the Chairman of the District.

2) Execution of Notices: The withdrawal of any Member requires two-thirds vote of all member of the District, if the District approves the withdrawing Members request the withdrawal becomes effective immediately.

3) Effect of Withdrawal Notice: A Member which has withdrawn from the District shall remain liable for its Proportionate share of fees and costs until the last day of the

Orient Rural Fire District

Fire Protection Agreement

fiscal year of the District following the fiscal year in which its withdraw was approved, whichever is later. The Member that has withdrawn from the District relinquishes any and all right to property of the District as of the date withdrawal approved.

B. The District may be dissolved in the following manner:

1) The District shall adopt a resolution recommending that the District be dissolved and directing the question of such dissolution be submitted to a vote at the next meeting of the District, which may be either an annual or special meeting.

2) Written or printed notice shall be given to each member of the District by certified mail at least thirty (30) days before the meeting. The notice shall state that the purpose, or one of the purposes, of such meeting is to consider the advisability of dissolving the District.

3) At such meeting a vote of members entitled to vote shall be taken on a resolution to dissolve the District. Such resolution shall be adopted only upon receiving the affirmative vote of five (5) of the voters entitled to be cast by the members present and voting

4) Upon the adoption of such resolution, a written notice of the dissolution of the District shall be filed in the office of the Secretary of the State and in the office of the Adair County Recorder.

C. Upon the termination or dissolution of the District, the District shall continue in existence and be empowered to conduct such business of the District as is necessary to wind up the District's affairs in the compliance with state and federal regulations. All assets of the District shall be practical, pro rata, basis according to the population then residing within the jurisdiction of each Member

10. Terms of Agreement

The parties agree that this Agreement is the complete agreement of all parties and nothing further may be utilized to explain, contradict, or nullify the Agreement. The parties further agree that this document is eight (8) pages in length and supersedes any previous agreement between any and all of the Members. If there are to be any changes to this Agreement, they shall be done in writing and signed by all parties.

Orient Rural Fire District

Fire Protection Agreement

11. Amendments

A. As required by Section 28E, Code of Iowa, this Agreement before going into effect must be filed with the Secretary of State and recorded with the County Recorders of Adair County, Iowa Adams County, Iowa and Madison County, Iowa, Amendments to the agreement may be introduced at the annual meeting or at a special meeting of the District called for that purpose. Any Amendment before adoption, must receive unanimous approval of the governing bodies of the public agencies who are signatories to this Agreement.

B. An amendment is required to add another public agency as a signatory party to this Agreement.

C. Any duly adopted amendments to the Agreement shall be files with the Secretary of State and recorded in the offices of the following County Recorders; Adair County, Iowa, Adams County, Iowa and Madison County, Iowa.

D. A copy of this Agreement, and any amendments thereto hereafter adopted will be filed with the State Fire Marshall.

Orient Rural Fire District
Fire Protection Agreement

Dated, signed and sealed by the parties hereto the day and year first above written.

Passed and Approved on 12-10-18

City of Orient

Attest: (city clerk): *Nella Kruman*

By(mayor): *R. Menckhove RW*

Authorized by City Council Resolution NO.

Passed and Approved on

City of Mackburg, Iowa

Attest: (city clerk) *Andrienne*

By(mayor) *Michael K. Carlson*

Authorized by City Council resolutions:

Passed and Approved on

Township of Colony, Adams County, Iowa

Attest(clerk) *Joanne Syche*

By(Trustee) *Dug Wallace*

Passed and Approved on

Township of Grand River, Madison County, Iowa

Attest(clerk)

Tricia Gordon

By(Trustee)

Cory Kiddor

Passed and approved on

Township of Orient, Adair County, Iowa

Attest(clerk) -

Julia Judovich

By(Trustee)

Timothy Ross

Orient Rural Fire District
Fire Protection Agreement

Passed and approved on

Township of Richland, Adair County, Iowa

Attest(Clerk) *Marvin Hoef*

By(Trustee) *Roy B Mueder*

Passed and Approved on

Township of Union, Adair County, Iowa

Attest(clerk)

Doug Skellenger

By(Trustee)

Gene Thomas



Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY

M512293

12/16/2019 8:42:43 AM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	City of Orient	City	Adair
Party 2	Orient Fire Department	City	Adair
Party 3			
Party 4			
Party 5			

*Enter "Other" if not in Iowa

Item 2. The type of Public Service included in this agreement is: 210 Fire Response
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*
 Agreement between the City of Orient and Orient Fire Department.

Item 4. The duration of this agreement is: *(check one)* Agreement Expires _____ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*
 NO
 YES Filing # of the agreement: _____
(Use the filing number of the most recent version filed for this agreement)
 The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Kramer FIRST Name Della
 Title Della Kramer Department Della Kramer
 Email cityclerk@orientiowa.com Phone 6413375711