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AGREEMENT FOR FIRE PROTECTION

1. It is hereby agreed by the City of Van Meter, Iowa, and Lee Township, Madison County, Iowa, that the City of Van Meter will furnish fire protection for the following described property situated in Lee Township, Madison County, Iowa, to-wit:

The West Half of Section Three (3); all of Sections Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9); the Northwest Quarter, the North Half of the Southwest Quarter, the Southwest Quarter of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter in Section Ten (10); all of Section Eighteen (18); the Northwest Quarter of Section Seventeen (17); all of Lot One (1) in the West 41.64 acres of Lot Two (2) and all of Lot Three (3) of Section Nineteen (19), all in Township Seventy-seven (77) North, Range Twenty-six (26) West of the Fifth (5th) Principal Meridian, Madison County, Lee Township, Iowa.

2. It is further agreed that the City of Van Meter will provide, maintain, house and man the fire protection equipment under this agreement

3. It is further agreed that the Trustees of Lee Township will levy enough taxes within the tax rate limitations prescribed by Iowa State Law to pay for the township's share of fire equipment, maintenance, replacement, and other necessary expenditures to provide fire protection.

4. It is further agreed that Lee Township will pay \$ 1122.00 of the total cost for fire protection as its share, subject to annual revision in accordance with the budget procedures sought out hereafter.

5. It is agreed that any person residing within the boundaries of the above-described property may call for fire protection and that there shall be no charge for the fire call. Fire protection should be defined as the dispatch of one fire truck and the persons necessary to operate said truck and the equipment thereon, and that additional equipment shall be provided only as deemed necessary or possible without endangering property within the city limits of Van Meter, Iowa, and as permitted by rules of the Iowa Insurance Services Office.

6. The Chief of the Fire Department of the City of Van Meter shall prepare a proposed budget for fire protection and submit it to the Council of the City of Van Meter on or before November 1 of the year before the budget year for which the budget is to apply. Said budget shall include the proposed percentage shares of the City and the Township. The Council shall approve with or without amendment the proposed budget and percentage shares, and the approved budget shall be immediately transmitted to the Clerk of Lee Township. The Trustees of the Township may either accept the budget, or consult with the Council at its first budget meeting in December in order to work out an acceptable percentage and budget.

7. It is agreed that Lee Township will transmit to the City Clerk of Van Meter that portion of all monies collected under the fire protection tax prorated to represent the area above-described as opposed to the whole

2490

COMPUTER

STATE OF IOWA, SS. Inst. No. 2490 Filed for Record this 20 day of June 19 89 at 11:55 AM  
MADISON COUNTY, Book 38 Page 794 Recording Fee 10.00 Mary E. Welty, Recorder, By M. Welty Deputy

of Lee Township, during the first half of the fiscal year not later than December 15 immediately following and all such monies collected in the last six (6) months of the fiscal year not later than June 25 in that same period. Records of the City Clerk of Van Meter shall be opened for inspection at all times.

8. It is agreed that Van Meter's fire equipment will be used for fire protection in three (3) other townships, namely, Boone, Van Meter and Jefferson and that said townships will pay for their prorated share, based upon sections of land covered, of fire equipment, maintenance, replacement and other necessary expenditures to provide fire protection. It is further agreed that the city fire equipment may be used in connection with any mutual aid agreement made with any other municipality in the area for assistance in the event of an extraordinary emergency.

9. City of Van Meter, Iowa, will not be liable for loss or damage to property caused by or resulting from alleged negligence arising from or caused by negligence of the City of Van Meter, its officers or employees in carrying out this contract to furnish fire protection.

10. This agreement shall be in effect for the year ending June 30, 1990, and will be renewed automatically for periods of one (1) year unless terminated or amended by the parties by resolutions of the City Council and Township Trustees made prior to January 20th next proceeding the above date or any subsequent January 20th thereafter.

11. The Clerk of the City of Van Meter, Iowa, shall cause this contract agreement to be recorded in the office of the County Recorder and filed with the Secretary of State prior to the effective date of this agreement which shall be fifteen days subsequent to the last date of approval, below, by the governing bodies designated.

Approved by the City Council of  
the City of Van Meter, Iowa  
on June 12, 1989.

Jack A. Rockwell  
Mayor Date

Sandra Sittner  
City Clerk Date

Approved by the Board of  
Trustees of Lee Township  
on June 12, 1989  
for fiscal year 1989-1990.

Anthony J. Jarnet  
John Depueh

Larry Hamahan 6-12-89  
Township Clerk Date