



State of Iowa
Secretary of State
Des Moines

MELVIN D. SYNHORST
SECRETARY OF STATE

J. HERMAN SCHWEIKER
DEPUTY SECRETARY OF STATE

November 16, 1979

Ms. Judith Ziegenhorn, City Clerk
City Hall
Fruitland, Iowa 52749

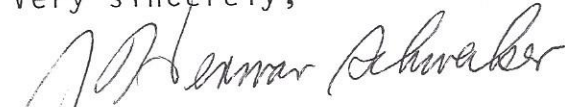
Re: Fire Protection Charter Agreement between the City
Council of Fruitland and the Board of Trustees of
Fruitland Township, Muscatine County, Iowa.

Dear Ms. Ziegenhorn:

We have received the above described agreement, which
you submitted to this office for filing pursuant to the
provisions of Chapter 28E, 1979 Code of Iowa.

You may consider the same filed as of November 16, 1979.

Very sincerely,


J. HERMAN SCHWEIKER
Deputy Secretary of State

JHS/1

FIRE PROTECTION CHARTER AGREEMENT

This FIRE PROTECTION CHARTER AGREEMENT adopted and entered into on this 15th day of October, 1979, by and between the City Council for the City of Fruitland and the Board of Trustees of Fruitland Township, all of Muscatine County, Iowa:

INAME AND DURATION

There is hereby created a joint administrative agency to be known as the Fruitland Fire District (hereinafter known as the Agency) to continue until December 31, 1980, and to automatically renewable for two year periods thereafter unless sooner terminated as hereinafter set forth.

IIPARTIES

The signatory public agencies who are parties to this agreement are the City of Fruitland, Iowa and Fruitland Township, all of Muscatine County.

IIILOCATION

The headquarters and registered office of this agency shall be located at the Fruitland Fire District Fire Station, P. O. Box 96, Fruitland, Iowa. The registered agent shall be the Secretary of the Agency at said address.

FILE NO. 2098
BOOK 285 PAGE 879
1979 NOV 15 AM 10:15
Fees 30.00
CHARLES V. WHISLER
RECORDER
MUSCATINE CO.

IVPURPOSE AND AREA

This Charter Agreement is executed for the purpose of establishing a fire protection agency for the protection and aid and assistance for other emergencies or disasters relating to life or property all in accordance with and under the provisions of Chapter 28E of the Code of Iowa, 1971, as amended or as may be hereafter amended.

The area represented by the public agencies involved in this charter and to be protected by the Fruitland Fire District includes the City of Fruitland and all of Fruitland Township.

VORGANIZATION

This joint administrative Agency shall be managed by a Board of Directors of five (5) members who shall hold office for a term of two (2) years or until their successors are duly appointed and/or qualified. One initial Township board member and one initial City board member shall hold office until January 31, 1981. Two initial Township board members and one initial City board member shall hold office until January 31, 1982.

Two members of the Board of Directors shall be appointed by the City Council of Fruitland, and three members shall be appointed by the Board of Trustees of Fruitland Township. Each of the directors shall be entitled to one vote in the business of the association. The three person majority membership will be retained by the Agency that contributed the larger share of the operating funds.

The Fire Chief of the present Fruitland Fire Department will call and chair a meeting of the five directors appointed by the

signatory parties. The first order of business will be the certification of the five directors. The next order of business will be the election of a Chairman of the Board of Directors and upon his election he shall take over the chair.

The Board of Directors shall then elect a Vice-Chairman from among the members and shall appoint a Secretary-Treasurer who need not be a member of the Board or an elector from the participating cities or township.

Vacancies on the Board of Directors shall be filled for the unexpired term by the respective public agency represented by said Director.

The Agency shall hold an annual (public) meeting of all the members or citizens of the city and township involved in this agreement for the purpose of establishing the annual budget. At this meeting the Secretary-Treasurer will provide for all individuals present a written copy of the expenditures of the Agency for the past year and the proposed budget for the succeeding year.

The Board of Directors shall adopt By-Laws providing for the notice and agenda for the annual meetings, providing for monthly and special meetings of the Board, providing for special meetings of the Agency, establishing voting quorums, establishing the location of the headquarters office, designating the banking depository and adopting the necessary rules and regulations for the proper operation of the Fruitland Fire District.

VI

POWERS

The Agency in addition to powers granted to the member public

agencies for fire protection under other provisions of the Iowa Code, shall have all of the powers, duties and responsibilities authorized under Chapter 28E, Code of Iowa, 1971, including acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking and the issuance of revenue and general obligation bonds. However, the bonding power of the Agency shall be limited to one-fourth($\frac{1}{4}$) of the bonding capacity of the participating public agencies and in all events the issuance of general obligation bonds must be approved by the governing bodies of the individual public agencies which are signatory of this Agreement.

The Board of Directors shall have ordinary administrative powers for receipt and disbursement of monies, for the appointment of a fire chief and all personnel matters, for obtaining insurance, and for the day to day operation of the Agency. Such action shall be taken by a simple majority vote of the members of the Board.

Extraordinary powers such as fixing user fees, contracting with public or private agencies, adopting tentative budgets, incurring indebtedness, acquiring and disposing of land and other capital assets shall require a four-fifths ($\frac{4}{5}$) vote of all of the members of the Board.

All disbursements of monies shall be paid by check which shall be signed by the Chairman of the Board and co-signed by the Secretary-Treasurer, and each shall be appropriately bonded.

VII

FINANCE AND BUDGET

The expenses and cost of the operations of the Agency and providing the necessary fire protection shall be borne and paid as

fairly as possible commensurate and apportioned upon the taxable value of the area being served, the annual total number of fire calls of the area, and the population of the area served for each public agency.

The method of determining the share of the costs of operating this Agency shall be determined on the basis of the following formula:

$$\text{Share of Cost} = \frac{\%TV + \%FC}{3} = \text{Pop.}$$

Where: TV = Taxable Value of Area Being Served

FC = Annual Total of Fire Calls of Area

Pop = Population of Area Served

Each of the public agencies a party to this Agreement shall contribute their share of the financial support by levying a fire tax as necessary and as authorized by law for each of said bodies and will pay into the Agency their share of the costs as said funds are received from the Muscatine County Treasurer.

Prior to the annual meeting of the Agency, the Board of Directors shall prepare and tentatively adopt a budget for the calendar year following the year of the annual meeting, which shall be submitted to the two public agencies at least ten (10) days prior to the annual meeting on January 15. The budget shall be finally adopted and approved by the two public agencies at the annual meeting of the Agency.

VIII

CONTRIBUTIONS OF PROPERTY

The parties of this Agreement presently own certain fire protection facilities and equipment. The said facilities and equipment

if acceptable, shall be turned over to the Agency. A monetary value shall be established for such interests before they are turned over to this Agency. The valuations to be determined by the contributing party subject to approval of the majority of the Board of Directors.

The Secretary-Treasurer of the Agency will keep a record of the vested interests of each party and annual credits may be given to such parties on the basis of the following schedule:

1. Fire apparatus shall be depreciated on the basis of $3/4$ of the value in the first ten years and $1/4$ of the value in the next five years.
2. Buildings shall be depreciated on a 15 year schedule.
3. Other fire equipment such as hose, nozzles, protective equipment, breathing apparatus, etc. shall be depreciated on a ten year schedule.
4. Equipment fully depreciated but usable will remain on the books at salvage value.

The Secretary-Treasurer will keep an inventory of all of the property of the Agency and each participating party will have a vested interest in that property in proportion to the formula contribution of that party to the Agency.

Where the vested interests of any of the parties exceeds its formula share, interest will be figured on such excess as a part of such party's annual contribution to the Agency.

IX

WITHDRAWAL AND TERMINATION

In the event that any public agency a party to this Agreement desires to withdraw from this Agency, a written notice of the

withdrawal will be given to the Board of Directors by May 1 and the withdrawal completed by the end of the calendar year in which the notice is given. The vested interests of the Public Agency withdrawing shall be determined as set forth in previous articles of this Agreement. Necessary adjustments shall be made on the basis of outstanding debts and obligations, and if possible, the equipment and facilities contributed by said public agency shall be returned. Full settlement shall be made by the end of the calendar year at which time said party will no longer participate in this Agency.

Complete termination of the Agreement shall result when one of the public agencies involved gives written notice of withdrawal. Upon dissolution and termination a complete accounting and inventory will be made, all debts and obligations will be paid and the remaining assets distributed to the participating public agencies as their interests may appear and facilities and equipment returned to the contributing public agency involved. Other assets owned by the Agency may be sold and the proceeds distributed as may be agreed by the parties on dissolution.

X

SERVING OTHER AREAS

If the Agency wishes to serve a township or a part of a township or a City or a part of a City not parties to this Agreement on an annual basis, it may do so as long as the fees collected are equal to assessments against the taxpayers in the public agencies involved herein after costs and depreciation on inventory are considered.

XIAREA FIRE DEPARTMENT

The Agency will establish a fire department to serve the areas covered by this Agreement. The Fire Chief will be elected by the fire department membership and approved by the Fruitland Fire District Board of Directors annually.

The Fire Chief will be in charge and command of the fire department operations. The Fire Chief will not be a member of the Board of Directors and no member of the Board will have any authority in fire ground operations. The Fire Chief may be removed from office by the Board of Directors at any time for good cause shown at a regular or special meeting called for that purpose.

The Fire Chief will prepare the rules and regulations for the management and operation of the fire department including methods of selection and qualifications of fire fighters and submit the same to the Board of Directors for approval. The Fire Chief shall appoint and/or approve the Assistant Fire Chiefs and other necessary fire officers from among the fire fighters who shall take command in his absence in accordance with established fire ground procedures for command.

The Fire Chief shall have complete responsibility for the management of the Fire Department, appointment and dismissal of personnel, training of personnel and fire fighting operations. Dismissals from the department shall be reported to the Board of Directors by the Fire Chief with a statement of the reasons for the dismissal.

XIIAMENDMENTS

As required by Section 28E.8, Code of Iowa, 1971, this Charter

Agreement before going into effect must be filed with the Secretary of State and recorded with the County Recorder of Muscatine County, Iowa. Amendments to this Charter Agreement will be introduced at the annual meeting or a special meeting of the Agency 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.

Any amendment is required to add another public agency as a signatory party to this Charter Agreement.

Any duly adopted amendments to the Charter Agreement shall be filed with the Secretary of State and recorded in the office of the Muscatine County Recorder, Muscatine, Iowa.

A copy of this Charter Agreement and any amendments thereto will be filed with the State Fire Marshall as is required by law.

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

City of Fruitland, Iowa

by *Ronald J. Joor*
Mayor

ATTEST:

Judith Ziegenhorn
City Clerk

Authorized by City Council Resolution No. 43, October 15, 1979
Date



Township of Fruitland
Muscatine County, Iowa

by *Jerry B. ...*
Chairman, Board of Trustees

ATTEST:

Charlene E. Thompson
Township Clerk

Authorized by Township Resolution No. , Oct 15, 1979
Date

(SEAL)