

The City Council met in Special Session at the City Hall at 7:30 P.M. with Mayor Pro-Tem Deane Darrow presiding. Councilmen present were: Art Baudler, Deane Darrow, Ralph Means and Keith Westphal. *ABSENT: MERLE LECHTENBERGER*

The purpose of the meeting was to discuss with the people a method of paying delinquent bills, and any other such business that would come before the Council.

Letters had been sent to Dennis Parkis, Craig Marckmann and Wayne McIntosh, regarding delinquent bills. The Clerk reported to the Council that Dennis Parkis paid \$25.00, and will pay 25.00 a week until the bill is paid. Craig Marckmann ask that \$104.00 be added on to his utility bill each month until his bill is paid.

Wayne McIntosh appeared before the Council. He ask that an electrical wire be hooked up to his barn that was taken down last year. Mr. McIntosh then paid his bill of \$408.83 in full.

The Council discussed hiring someone to clean the City Hall once a week. Deane Darrow was asked to contact Debbie Sickles .

Motion by Keith Westphal to adjourn. Seconded by Baudler. Carried.

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See page 283 for addition, regarding approval of budget.

Attest: *Evelyn M. Rohner* Evelyn M. Rohner, Clerk Deane A. Darrow, Mayor Pro Tem

+ + + + + Fontanelle, Iowa  
February 23, 1978

The Fire and Rescue Management Committee met at City Hall at 7:30 p.m. with Mayor Pro Tem Deane Darrow presiding. Committee Members present were: Art Baudler, Deane Darrow, Ralph Means, Ervin Ehm and Martin Tracy. Absent: Leo Jacobson

Minutes of the last meeting were read and approved.

Motion by Martin Tracy to pay one-half the cost of the Cascade Air System, and to be included with the bills. Seconded by Ralph Means. Carried.

Motion by Ralph Means to accept the Financial Report. Seconded by Ervin Ehm. Carried.

Motion by Ervin Ehm to accept the Agreement between Summerset Township and the City of Fontanelle and to approve the signing thereof. Seconded by Ralph Means. Carried.

FIRE AND RESCUE SERVICE AGREEMENT

This agreement entered into this 23rd day of February 1978, by and between City of Fontanelle, Adair County, Iowa, hereinafter called "City" and Summerset Township of Adair County, Iowa, hereinafter called "Township" WITNESSETH:

WHEREAS, the Council of the City has by resolution, authorized execution of an agreement with the Board of Trustees of the Township for the purpose of extending the jurisdiction of the City for fire protection, prevention and rescue purposes to the unincorporated area of the Township and for joint use and ownership of equipment for said fire protection, prevention and rescue purposes, and:

WHEREAS, the Board of Trustees of the Township has, by resolution, authorized and agreement with the City for such fire protection, prevention and rescue purposes and joint use and ownership of equipment in connection therewith and:

WHEREAS, the City of Fontanelle and Summerset Township Board of Trustees entered into a "Fire and Rescue Service Agreement" on May 2, 1966 which agreement was automatically renewed for five years from December 31, 1971 and:

WHEREAS, it is the mutual desire and intent of both the "City" and the "Township" to renegotiate the terms of the said "Fire and Rescue Service Agreement dated May 2, 1966.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED: by and between said parties hereto:

1. That the jurisdiction of the city for fire protection, prevention and rescue purposes be and is hereby extended to include all of the unincorporated area of Summerset Township in Adair County, Iowa. That such protection, prevention and rescue extended within the corporate limits of the city be and are hereby now extended to such unincorporated territory of the township.

2. That a separate fund to be know as "Fire Protection and Rescue Equipment Fund" shall be established by the city for fire protection, prevention and rescue purposes.

3. The township shall levy a tax of 1½ mills on the taxable property of the unincorporated area of the township and the city shall levy a tax of 1½ mills on the taxable property of the city for fire protection, prevention and rescue purposes. The Mills to be levied by the city and township may be changed in future years, but in no event will the millage required to be levied by the township for fire protection, prevention and

rescue purposes be in excess of the millage levy for such purposes within the corporate limits of the city.

4. On February 1, May 1, August 1 and November 1 of each year the township shall pay into said fund a sum equal to the sum received by the township from such levy and the city shall transfer to said fund a sum equal to the sum received by the city from such levy.

5. A committee composed of the three township trustees and the three members of the public safety committee of the city council shall have the control and management of said fund and shall be responsible for managing, controlling and administering this joint or cooperative undertaking and agreement.

6. The city and the township shall each contribute one-half of the equipment to be used in said fire prevention and rescue work. Personal property and equipment shall be owned equally by the city and township but title shall be held in the name of the Fontanelle Summerset Fire Department. Title to real estate shall be in the name of City of Fontanelle, Iowa

6.5 On termination of this agreement the personal property and equipment shall be divided equally between the city and township if possible, otherwise said personal property and equipment shall be sold and the proceeds divided equally between the city and the township. The city shall own the fire station but shall pay the township one-half of the depreciated value of any improvements or additions to the fire station.

7. The upkeep of the present fire station, the purchase, maintenance, repair and replacement of equipment for said fire protection and rescue purposes and utilities and expenses in connection therewith shall be paid from said fund. New additions or improvements to the fire station shall be paid from said fund.

8. The fire chief of the city shall be responsible for the condition, repair and maintenance of said equipment.

9. This agreement shall be effective from the execution hereof until December 31, 1980 and shall be automatically renewed for five year periods thereafter unless written notice is given by either party thereto to the other party at least one year prior to the expiration date of its intention to cancel this agreement.

11. The parties hereto, shall have the option to terminate this agreement if they shall mutually agree in writing, at any subsequent date, to the revision, amendment, or addition of the terms hereof by the execution of a new base agreement.

Dated this day first above written at Fontanelle, Adair County, Iowa.

SUMMERSET TOWNSHIP, ADAIR COUNTY  
IOWA by:

CITY OF FONTANELLE, IOWA by:

/s/Martin Tracy  
/s/Ervin Ehm  
/s/Leo Jacobson

/s/ Deane A. Darrow, Mayor Pro Tem

Attest: /s/ Evelyn M. Rohner, Clerk

There was discussion on a High Pressure Washer System to be used to wash the vehicles. The Firemen are to investigate the cost of such a system, and take bids on the different makes, and present their findings at the next regular meeting in April.

Motion by Ervin Ehm to adjourn. Seconded by Art Baudler. Carried.

*Evelyn M. Rohner*  
Attest: Evelyn Rohner, Clerk

Deane A. Darrow, Mayor Pro Tem.

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\* Correction to minutes of February 15, 1978

Motion by Art Baudler and seconded by Keith Westphal that the budget for the period July 1, 1978 to June 30, 1979 in the amount of 323,023 be filed this 15th day of February and that the date of hearing on said Estimate be fixed on the 6th day of March at 8:00 p.m. at the City Hall in Fontanelle, Iowa, and the Municipal Clerk is hereby directed to publish the estimate and Notice of Hearing in the Fontanelle Observer not less than 4 nor more than 20 days before the date of hearing. Carried.