

Mayor
NELSON P.
CRABB

June 13, 2014

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

City
Administrator
SCOTT
FLORY

The next meeting of the Clear Lake City Council is scheduled for Monday, **June 16, 2014**, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the enclosed agenda for the items discussed below.

COUNCIL
MEMBERS

DANA
BRANT
Ward 1

TONY J.
NELSON
Ward 2

JIM
BOEHNKE
Ward 3

MIKE
CALLANAN
At Large

GARY
HUGI
At Large

ITEM #6C. **Township Fire Protection Agreements.** Clear Lake Fire Department has provided fire protection services to six (6) townships for many years. These agreements were previously re-negotiated in 2004; prior to that they had not been re-negotiated since 1977.

City staff has meet with representatives from the various Township Board of Trustees and their respective Clerks over the past several months to re-negotiate the 2004 Agreements. The proposed Township Fire Protection Agreements remain largely unchanged, with the exception of the following: term and compensation. The revised Agreements have an effective date of July 1, 2015.

IITEM #6E. **Employee wages & salaries – FY 15.** Prior to the start of each fiscal year (FY 15), the Council is required to set the wages and salaries for appointed officers and employees of the City. The wage & salary adjustments, identified in the attached Resolution, reflect an across-the-board increase, effective July 1, 2014, of 1.75% and a 1.5% increase effective January 1, 2015, respectively. The proposed increase is what was negotiated with the City's two labor unions and would also be granted to non-bargaining unit personnel.

As a comparison, Cerro Gordo County, the City of Mason City, and the Clear Lake School District – the other major public employers in the County – are granting a 3%, 2 ½%, and 4.2% increase, respectively.

Smart Quote: "**I don't believe in luck -- I believe in preparation.**"
-- Bobby Knight, American basketball coach

Scott Flory
City Administrator



TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, JUNE 16, 2014
CITY HALL – COUNCIL CHAMBERS
6:30 P.M.

1. Call To Order by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
 - A. Minutes – June 2, 2014
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - Liquor License: Class C Beer Permit & Class B Native Wine Permit, Louie's Custom Meat, (renewal).
 - Cigarette Permit: Dollar General Store & Pitstop Convenience Store, (renewals).
 - Sign Erector's License: Signs & Designs, Cedar Falls, (renewal).
 - Amusement License: Elly's Lakefront Tap, Clear Lake Area Chamber of Commerce, 4th of July Carnival, (renewals).
 - Fireworks Permit: Clear Lake Area Chamber of Commerce, 4th of July Celebration.
 - Street Closing Requests: North Iowa Herb Festival, June 21st and Clear Lake Area Chamber of Commerce 4th of July Celebration, July 2nd – July 6th.
4. Citizen's opportunity to address the Council on items not on the agenda:
 - In conformance with the City Council's Rules of Procedure, no action can occur on items presented during the Citizens Forum.
 - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
 - Speakers are limited to a maximum of five (5) minutes per person.
5. Unfinished Business:
6. New Business:
 - A. City Hall Police Department Renovation Project:
 - Project update and review of Pay Estimate #4, Rex McChesney, Chief of Police.
 - **Motion** to approve Pay Estimate #4 by City Council.
 - Discussion and consideration of **Motion** by City Council.

B. Northwest Water Tower Improvement Project:

- Project update and review of Pay Estimate #4, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #4 by City Council.
- Discussion and consideration of **Motion** by City Council.

C. CLFD Township Fire Protection Agreements:

- Introduction by Scott Flory, City Administrator.
- Review of request by Doug Meyers, Fire Chief.
- **Motion** to approve **Resolution #14-45**, "A Resolution approving 28E Agreements between the City of Clear Lake, Iowa, and the Board of Trustees of Clear Lake, Grant, Lincoln, Mt. Vernon, and Union Townships for the purposes of fire protection and aid and assistance for other emergencies or disasters relating to life and property."
- Discussion and consideration of **Motion** by City Council.

D. Purchase of 2014 Chevrolet Impala Building Official/Fleet Vehicle:

- Review by Scott Flory, City Administrator.
- **Motion** to approve purchase of a 2014 Chevrolet Impala from Lake Chevrolet with State purchasing compact discount.
- Discussion and consideration of **Motion** by City Council.

E. Employee wage & salary resolution – FY 15:

- Review by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #14-46**, "A Resolution setting the salaries for appointed officers and employees of the City of Clear Lake for the 2015 fiscal year."
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

9. Public Works Director's Report:

10. City Administrator's Report:

- Update on 2014 Street Resurfacing Project.
- N. 6th Street Paving Project (US HWY 18 to 10th Ave N.).

11. City Attorney's Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – JULY 7, 2014

City

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: City of Clear Lake
15 N. 6th Street
Clear Lake, IA 50428

PROJECT: Clear Lake Municipal Building Renovation

APPLICATION NO: 4
PERIOD TO: 05/31/14
PROJECT NOS.: 11012

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	TITLE COMPANY

FROM: King-Knutson Construction, Inc.
101 N. 8th Street
Clear Lake, IA 50428

VIA ARCHITECT: Bergland & Cram

CONTRACT DATE: 01/20/14

REF. NUMBER: 11012

INVOICE NO.: CLMB-04
TM JOB NO.:

CONTRACT FOR: City of Clear Lake

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation sheet, AIA Document G703, is attached

- | | | |
|------------------------------------------------------------------------------|----|-----------------------------|
| 1. ORIGINAL CONTRACT SUM | \$ | <u>1,140,381.00</u> |
| 2. Net change by Change Orders | \$ | <u>859.50</u> |
| 3. CONTRACT SUM TO DATE (Line +/- 2) | \$ | <u>1,141,240.50</u> |
| 4. TOTAL COMPLETED AND STORED TO DATE
(Column G on G703) | \$ | <u>410,113.30</u> |
| 5. RETAINAGE | | |
| a. <u>0</u> % of Labor Only
(Column D + E on G703) | \$ | <u> </u> |
| b. <u>0</u> % of Stored Material
(Column F on G703) | \$ | <u> </u> |
| Total Retainage (Line 5a + 5b or
Total in Column 1 of G703) | \$ | <u>20,505.67</u> |
| 6. TOTAL EARNED
(Line 4 less Line 5 total) | \$ | <u>389,607.64</u> |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from Prior Certificate) | \$ | <u>257,635.73</u> |
| 8. CURRENT PAYMENT DUE | \$ | <u>131,971.91</u> |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) | \$ | <u>751,632.87</u> |

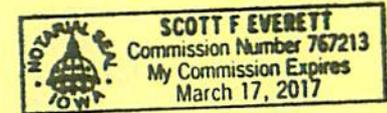
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	5,390.50	
Total approved this month	-4,531.00	
TOTALS	859.50	
NET CHANGES by Change Order	859.50	

The undersigned Contractor certifies that to the best of the Contractors Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR:

BY: [Signature] DATE: 06/10/14

State of: Iowa
County of: Cerro Gordo
Subscribed and sworn to before me this 10th day of June 2014



Notary Public: [Signature]
My Commission expires: 03/17/2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$131,971.91

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed conform to the amount certified.)

ARCHITECT:

By: [Signature] Date: 6/10/14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G703 CONTINUATION SHEET

CONTRACTOR APPLICATION FOR PAYMENT

PROJECT: Clear Lake Municipal Building Renovation and Remodeling		APPLICATION NO.: 4							
CONTRACTOR: King-Knutson Construction, Inc		APPLICATION DATE: June 10, 2014							
		PERIOD TO: May 31, 2014							
		PURCHASE ORDER NUMBER: 11012							
A	B	C	D	E	F	G	H	I	
PHASE NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1.	General Conditions	17,187.00	13,750.00			13,750.00	80%	3,437.00	687.50
2.	Demolition	36,120.00	16,248.00			16,248.00	45%	19,872.00	812.40
3.	Concrete Work	26,229.00	20,980.00			20,980.00	80%	5,249.00	1,049.00
4.	Masonry Work	120,524.00	69,375.00	19,950.00		89,325.00	74%	31,199.00	4,466.25
5.	Masonry Restoration	21,656.00				0.00	0%	21,656.00	0.00
6.	Metals	2,772.00		122.00		122.00	4%	2,650.00	6.10
7.	Rough Carpentry	21,396.00	11,554.00	1,283.60		12,837.60	60%	8,558.40	641.88
8.	Finish Carpentry	18,144.00	3,266.00	4,898.80		8,164.80	45%	9,979.20	408.24
9.	Architectural Woodwork	36,472.00				0.00	0%	36,472.00	0.00
10.	Insulation	29,228.00		14,614.00		14,614.00	50%	14,614.00	730.70
11.	Rough Patching	8,106.00	2,431.00	811.40		3,242.40	40%	4,863.60	162.12
12.	Joint Sealants	6,927.00				0.00	0%	6,927.00	0.00
13.	Metal Doors and Frames	79,118.00	6,330.00	26,524.00		32,854.00	42%	46,264.00	1,642.70
14.	Special Doors	7,387.00	220.00			220.00	3%	7,167.00	11.00
15.	Aluminum Store Front	51,093.00				0.00	0%	51,093.00	0.00
16.	Acoustical Ceiling	10,112.00				0.00	0%	10,112.00	0.00
17.	Flooring	38,824.00		22,273.00		22,273.00	57%	16,551.00	1,113.65
18.	Painting	29,936.00				0.00	0%	29,936.00	0.00
19.	Specialties	4,720.00		3,508.00		3,508.00	74%	1,212.00	175.40
20.	Garage Fence	4,397.00				0.00	0%	4,397.00	0.00
21.	Wire Mesh Partitions	2,835.00				0.00	0%	2,835.00	0.00
22.	Lockers	4,069.00				0.00	0%	4,069.00	0.00
23.	Evidence Weapon Storage	20,160.00				0.00	0%	20,160.00	0.00
24.	Window Blinds	1,639.00				0.00	0%	1,639.00	0.00
25.	Plumbing and Mechanical	159,760.00	66,150.00	29,165.00		95,315.00	60%	64,445.00	4,765.75
26.	Electrical	381,570.00	55,501.00	20,299.00		75,800.00	20%	305,770.00	3,790.00

AIA DOCUMENT G703 CONTINUATION SHEET

CONTRACTOR APPLICATION FOR PAYMENT									
PROJECT: Clear Lake Municipal Building Renovation and Remodeling				APPLICATION NO.: 4					
CONTRACTOR: King-Knutson Construction, Inc				APPLICATION DATE: June 10, 2014					
				PERIOD TO: May 31, 2014					
				PURCHASE ORDER NUMBER: 11012					
A	B	C	D		E	F	G	H	I
PHASE NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
27.	Change Order #1	3,693.00	3,693.00			3,693.00	100%	0.00	184.65
28.	Change Order #2	900.00	900.00			900.00	100%	0.00	45.00
29.	Change Order #3	385.00	385.00			385.00	100%	0.00	19.25
30.	Change Order #4	412.50	412.50			412.50	100%	0.00	20.63
31.	Change Order #5	-4,531.00		-4,531.00		-4,531.00	100%	0.00	-226.55
32.						0.00	#DIV/0!	0.00	0.00
33.						0.00	#DIV/0!	0.00	0.00
34.						0.00	#DIV/0!	0.00	0.00
35.						0.00	#DIV/0!	0.00	0.00
36.						0.00	#DIV/0!	0.00	0.00
TOTALS		1,141,240.50	271,195.50	138,917.80	0.00	410,113.30	36%	731,127.20	20,505.67



APPLICATION FOR PAYMENT

PROJECT: **Northwest Water Tower Improvement**

ENGINEER: **Veenstra & Kimm, Inc.**

TO: **City of Clear Lake**

State of Texas
 County of Tarrant

DATE OF APPLICATION: 05/25/14
 APPLICATION NO.: 4

The undersigned certifs. that the work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items which previous Certificates for Payment were issued and payments received, and that the current amount is now due.

PERIOD FROM: 04/26/13 TO: 05/25/14

Application is made for Payment, as shown below, in connection with this Contract.

Landmark Structures I, L.P., Contractor

1665 Harmon Road; Fort Worth, TX 76177

By: *Aimee Hanei*
 Aimee Hanei, Project Manager

Date: 05/25/14

TOTAL COMPLETED TO DATE	\$	<u>477,113.00</u>
STORED MATERIALS	\$	<u>0.00</u>
TOTAL COMPLETED & STORED	\$	<u>477,113.00</u>
RETAINAGE 5%	\$	<u>23,855.65</u>

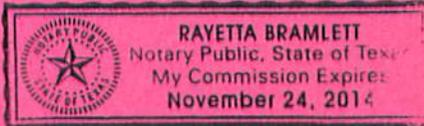
Subscribed and sworn before me this

05/25/14
Rayetta Bramlett
 T.B.A., Notary Public, State of Texas

TOTAL EARNED LESS RETAINAGE	\$	<u>453,257.35</u>
LESS PREVIOUS BILLINGS	\$	<u>354,536.20</u>
CURRENT PAYMENT DUE	\$	<u>98,721.15</u>

My commission expires 11-24-14

Reviewed: Veenstra & Kimm, Inc.
 By: *T. A. Moreau* 6/12/14
 Timothy A. Moreau, P.E.
 Project Manager



Approved: City of Clear Lake
 By: _____
 Title: _____

4 PROGRESS BILLING

Owner: City of Clear Lake, IA
Engineer: Veenstra & Kimm, Inc.
Project: Northwest Water Tower Improvement Project

Period From: 04/26/13
Period To: 05/25/14
Landmark #: 1402 / AH

Item	Complete To Date			Complete Previous	Complete This Period	Balance to Finish
	Total	Percent	Amount			
1 1.0 MG Elevated Storage Tank	2,183,000.00					
General Administration						
Bonds and Insurance	66,870.00	100.00%	66,870.00	66,870.00		
Engineering / Design	75,600.00	100.00%	75,600.00	75,600.00		
Mobilize	40,000.00	50.00%	20,000.00	20,000.00		20,000.00
Site Work						
Rough Grading	21,900.00	39.00%	8,541.00	8,541.00		13,359.00
Erosion Control	12,000.00	42.00%	5,040.00	5,040.00		6,960.00
Temporary Security Fence	6,500.00					6,500.00
Storm Sewer	8,500.00					8,500.00
Watermain	21,900.00					21,900.00
Permanent Fence	18,800.00					18,800.00
Approach, Driveway and Parking	23,300.00	25.00%	5,825.00	5,825.00		17,475.00
Foundation	163,900.00	100.00%	163,900.00	163,900.00		
Support Pedestal						
Pedestal Lifts 1-2 and Tower / Scaffold	155,100.00	67.00%	103,917.00		103,917.00	51,183.00
Remaining Pedestal Lifts	420,600.00					420,600.00
Dome Floor	76,600.00					76,600.00
Ladders and Landings	64,700.00					64,700.00
Steel Tank						
Ring Beam	78,900.00					78,900.00
Cone	167,200.00					167,200.00
Vertical Wall	142,300.00					142,300.00
Access Tube & Platform	69,350.00					69,350.00
Floor Plate	26,500.00					26,500.00
Steel Tank Hoist	72,000.00					72,000.00
Roof	40,300.00					40,300.00
Coatings						
Pre Hoist Painting	89,500.00					89,500.00
Post Hoist Painting	86,000.00					86,000.00
Mechanical						
Base Piping	24,000.00	100.00%	24,000.00	24,000.00		
Riser Piping	106,600.00					106,600.00
Control Valves / Piping	14,800.00					14,800.00
Electrical / Controls	52,680.00					52,680.00
Finish Out						
Interior Fill	7,600.00	45.00%	3,420.00	3,420.00		4,180.00
Slab on Grade	8,500.00					8,500.00
Control Room	6,500.00					6,500.00
Doors	12,500.00					12,500.00
Tank Disinfection / Fill	1,500.00					1,500.00
Alt A Flood Lighting	21,000.00					21,000.00
Alt B Upgraded Painting Schedule	25,000.00					25,000.00
Current Contract Amount	\$2,229,000.00		\$477,113.00	373,196.00	\$103,917.00	\$1,751,887.00

4 PROGRESS BILLING

Owner: City of Clear Lake, IA
 Engineer: Veenstra & Kimm, Inc.
 Project: Northwest Water Tower Improvement Project

Period From: 04/26/13
 Period To: 05/25/14
 Landmark #: 1402 / AH

Item	Complete To Date			Complete Previous	Complete This Period	Balance to Finish
	Total	Percent	Amount			
Change Orders						
Total Change Orders						
Revised Contract Amount	\$2,229,000.00		\$477,113.00		\$103,917.00	\$1,751,887.00
Gross Amount Due			\$477,113.00	\$373,196.00	\$103,917.00	
Less Retainage (5%)			23,855.65	18,659.80	5,195.85	
Net Amount			<u>\$453,257.35</u>	<u>\$354,536.20</u>	<u>\$98,721.15</u>	
Less Previous Unpaid Billings						
Less Previous Paid Billings			<u>354,536.20</u>			
			<u>\$98,721.15</u>			
Weather Days Requested This Period				Current Billing	\$98,721.15	

RESOLUTION No. _____

A RESOLUTION APPROVING 28E AGREEMENTS BETWEEN THE CITY OF CLEAR LAKE, IOWA AND THE BOARDS OF TRUSTEE OF CLEAR LAKE, GRANT, LAKE, LINCOLN, MT. VERNON, AND UNION TOWNSHIPS FOR THE PURPOSES OF FIRE PROTECTION AND AID AND ASSISTANCE FOR OTHER EMERGENCIES OR DISASTERS RELATING TO LIFE AND PROPERTY

WHEREAS, it is in the best interest of the City of Clear Lake and Clear Lake, Grant, Lake, Lincoln, Mt. Vernon, and Union Townships to have a joint agreement for the purpose of providing fire protection and aid and assistance for other emergencies or disasters relating to life and property; and

WHEREAS, the City Council finds it in the best interest of the residents of Clear Lake to have updated agreements in place to provide these services to the various townships; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clear Lake, Iowa, that the aforementioned 28E Agreements are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

PASSED AND APPROVED this 16th day of June, 2014.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

City of Clear Lake
 Township Fire Payments
 03/19/2014

FY 11-12	Clear Lake	Grant	Lake	Lincoln	Mt Vernon	Union	
07/06/2011						1,030.00	
10/07/2011		1,100.00					
10/07/2011	5,369.98						
12/15/2011						1,030.00	
02/22/2012					2,500.00		
02/24/2012			7,000.00				
02/28/2012	5,778.00						
04/06/2012		1,100.00					
05/11/2012				4,250.00			
	<u>11,147.98</u>	<u>2,200.00</u>	<u>7,000.00</u>	<u>4,250.00</u>	<u>2,500.00</u>	<u>2,060.00</u>	<u>29,157.98</u>

FY 12-13	Clear Lake	Grant	Lake	Lincoln	Mt Vernon	Union	
07/10/2012						1,030.00	
10/02/2012		1,100.00					
10/10/2012	5,778.00						
11/21/2012				2,125.00			
12/10/2012						1,030.00	
02/06/2013					2,500.00		
03/01/2013			7,000.00				
04/19/2013	5,778.00						
04/23/2013		1,100.00					
05/14/2013				2,125.00			
	<u>11,556.00</u>	<u>2,200.00</u>	<u>7,000.00</u>	<u>4,250.00</u>	<u>2,500.00</u>	<u>2,060.00</u>	<u>29,566.00</u>

CITY OF CLEAR LAKE (TOWNSHIP FIRE PAYMENTS)

FY 13-14	Clear Lake	Grant	Lake	Lincoln	Mt Vernon	Union	
07/10/2013						1,030.00	
10/02/2013		1,100.00					
11/22/2013	5,778.00						
11/25/2013				2,125.00			
12/12/2013						1,030.00	
02/04/2014					2,500.00		
02/28/2014			7,000.00				
04/16/2014	5,778.00						
04/21/2014		1,100.00					
05/16/2014				2,125.00			
	<u>11,556.00</u>	<u>2,200.00</u>	<u>7,000.00</u>	<u>4,250.00</u>	<u>2,500.00</u>	<u>2,060.00</u>	<u>29,566.00</u>

AGREEMENT TO PROVIDE RURAL FIRE PROTECTION
BY AND BETWEEN
GRANT TOWNSHIP, CERRO GORDO COUNTY, IOWA
AND CITY OF CLEAR LAKE, IOWA
AMENDED AND RESTATED

This Township Fire Protection agreement (this "Agreement") is made and entered into this _____ day of _____, 2014, by and between GRANT Township of Cerro Gordo, County, Iowa ("Township") and the City of Clear Lake's Volunteer Fire Department, ("CITY").

RECITALS

WHEREAS, the City has for many years provided fire protection services to particular geographical areas within the TOWNSHIP; and

WHEREAS, the provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the CITY and the TOWNSHIP was last renegotiated in 2004 and has automatically renewed since, both the City and the Township desire that the arrangement to provide fire protection services under the general terms of that Agreement continue and that an updated Agreement be developed; and

WHEREAS, THE CITY under the legal authority of the Code of Iowa has the power and the authority to provide conditions under which its fire department will answer calls outside the corporate limits and furnish fire protection and related emergency assistance to the real and personal property situated in rural areas with the same governmental immunity as when operating within the corporate limits; and

WHEREAS, THE CITY is a municipal corporation authorized by the statutes of the State of Iowa to provide fire protection and related emergency services

outside its corporate limits and upon terms and conditions as it may prescribe;
and

WHEREAS, Section 359.42 of the Code of Iowa requires the TOWNSHIP Trustees to provide fire protection to the TOWNSHIP; and

WHEREAS, the TOWNSHIP is a governmental unit, which has the power to levy a tax to obtain fire protection, pursuant to the provisions of the Code of Iowa.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits accruing to the TOWNSHIP and the CITY, the parties agree hereto as follows:

1. AREA OF SERVICE

For and in consideration of the payments to be made hereinafter provided and subject to the primary obligation of the fire department of the CITY to furnish fire protection and other emergency assistance to the real and personal property situated within the CITY's corporate limits, the CITY hereby agrees to furnish fire protection and other emergency assistance to the real and personal property situated within the boundaries of the TOWNSHIP described as follows:

In Sections 22-27, and 34-36.

2. PERSONNEL AND EQUIPMENT PROVIDED.

The City shall furnish the necessary fire-fighting apparatus and equipment, as well as the personnel from the fire department of the CITY for the furnishing of fire protection and other emergency assistance that may arise within the designated area of the TOWNSHIP as hereinabove set forth. The Fire Chief or other duly authorized representative of the CITY shall be the sole judge of what apparatus, equipment, and personnel is necessary for the purpose of furnishing fire protection and other emergency assistance, when required, to protect the real and personal property situated within the boundaries of the TOWNSHIP, as above described.

3. TERM OF THE AGREEMENT

This Agreement shall automatically renew, but shall not be in effect for a period of more than ten (10) years, beginning on July 1, 2015 and ending on June 30, 2025. Further, this Agreement is subject to biennial (every 2 years) review if either party should so request to re-negotiate any of the provisions herein. Notice must

be given to the other party by the party requesting a review not later than January 5th of the odd numbered years covered by this Agreement.

4. OTHER AGREEMENTS

The volunteer fire department of the CITY shall be obligated to answer or otherwise respond to a fire call or render fire-fighting or other related emergency services in any part of the above named sections of the TOWNSHIP. However, it is agreed by the CITY and the TOWNSHIP that the CITY may use fire-fighting equipment in fighting fires in any other City, township, or County at its discretion when called upon to do so.

5. COST OF SERVICE

As part of the consideration for this Agreement, the fire protection and related services to be received by the TOWNSHIP, the Trustees of the TOWNSHIP agree, during the term of this Agreement, to levy a tax on the taxable property of the TOWNSHIP for the purpose of paying \$3,011 per year to the CITY for this fire protection and related emergency service.

6. TOWNSHIP PAYMENTS

It is agreed that the TOWNSHIP Clerk shall promptly remit, on or before December 1st and June 1st each year monies received during the six (6) months immediately preceding said dates resulting from the fire protection levies. Payments shall be in the amounts to pay costs agreed to under this Agreement and shall be sent to the City Clerk of the CITY.

7. RULES AND REGULATIONS

It is understood by and agreed between the parties hereto that the volunteer fire department of the CITY will devise the necessary rules and regulations for the most effective fire-fighting protection for the area subject to this Agreement and, further, that as long as these rules and regulations do not limit or otherwise interfere with this Agreement, they shall be adhered to.

8. LIABILITY

It is further understood and agreed that as a part of the consideration for THE CITY entering into this Agreement, THE CITY shall have no liability, obligation, or responsibility to anyone other than to provide, house, and maintain the fire-fighting equipment and provide the services of its volunteer fire department in the area above designated for fire-fighting and other emergency services. THE CITY and each and every member of its volunteer fire fighting department are

hereby relieved, absolved and exonerated from any liability whatsoever to anyone which may arise through, under or out of, or because of this Agreement. While calls for fire protection in the rural area hereinabove described and designated will be responded to when received by THE CITY, it is understood and agreed by THE TOWNSHIP and THE CITY that the first claim on services of all volunteer firemen is within the corporate limits of THE CITY. However, if a rural fire call is received while the volunteer fire department of THE CITY is occupied in rendering services with THE CITY, THE CITY shall always provide at least one experienced fire-fighting volunteer to drive the fire truck to the place of rural fire together with other personnel as THE CITY'S fire chief shall determine.

9. MAINTENANCE AND USE OF EQUIPMENT

The methods applied in fire-fighting and the use of the fire equipment in the rural areas shall be solely in the jurisdiction and control of the volunteer fire department of THE CITY and its fire chief. From the annual rent received from THE TOWNSHIP, THE CITY shall pay all costs of maintaining and keeping their fire equipment in a good state of repair. In addition thereto from said annual rent, THE CITY shall pay each fireman who actually responds to a rural fire call a sum to be agreed upon between THE CITY and the firemen.

10. RESPONSE

THE CITY and the members of its volunteer fire department are only obligated to perform hereunder to the best of their ability under the circumstances that exist. THE CITY shall not be responsible or liable for any damages caused by failure or delay in arriving at or responding to a fire call in the rural area served hereunder or in refusing to respond if the circumstances support the reason for failure to respond.

11. AUTHORITY

In providing fire protection and emergency assistance in the rural area above designated, THE CITY and its volunteer firemen shall have the same rights, immunities and protections of the law as though answering a call for such fire protection within the corporate limits of THE CITY and the standard care required by the volunteer fire department of THE CITY in answering rural calls for fire protection or other emergency services in THE TOWNSHIP hereinabove described shall be the same as though answering a similar call within the corporate limits of THE CITY.

12. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by the Fire Chief of THE CITY. THE CITY and THE TOWNSHIP shall periodically review said agreement and attempt to resolved any problems, which may arise in carrying out said agreement.

13. NOTICES

Any written notice that may be required by this Agreement to be sent to THE CITY shall be sent to the City Clerk of the City of Clear Lake, 15 N. 6th Street, P.O. Box 185, Clear Lake, IA, 50428.

15. PREVIOUS AGREEMENTS

All previous agreements between the parties, written or verbal, covering the same or similar subject matter are hereby declared terminated, cancelled, null and void, and of no force and effect as of the effective date of this Agreement which is July 1, 2015.

16. MISCELLANEOUS TERMS

This Agreement contains the entire understanding of the parties and no prior or subsequent verbal statements by any party or agency shall be binding unless reduced to writing and attached to this agreement as provided herein. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context. Words contained herein shall have their ordinary meaning unless defined otherwise in this Agreement and shall be construed to further the purpose and mission of the Agreement.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement.

17. EXECUTION AND FILING

Four original copies of this Agreement shall be signed and acknowledged by all parties. Original copies shall be distributed as follows: One to the City of Clear Lake, One to the Secretary of State, One to the Cerro Gordo County Recorder, and One to the Township Clerk. The City will assume responsibility for filing and recording and payment of the appropriate related charges.

20. REPRESENTATIONS OF AUTHORITY

All individuals whose signatures appear below certify that the execution of this

Agreement is with the full knowledge and authority of their respective Township Trustees and/or City Council, as reflected by appropriate and timely Resolution adopted by the governing body of each, with full compliance to all laws affecting their respective governing body and actions taken by it.

18. TIMELY PERFORMANCE

Time is of the essence in this Agreement. However, no delay by a party to this Agreement in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver or preclude the exercise of such right or remedy or constitute a waiver of any existing or subsequent default by another party to this Agreement.

19. SEVERABILITY

If any part of this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

For the CITY:

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

For the TOWNSHIP:

Approved by the Board of Trustees of Grant Township on this _____
day of _____, 2014.

Trustee Chairperson

Township Clerk

AGREEMENT TO PROVIDE RURAL FIRE PROTECTION
BY AND BETWEEN
CLEAR LAKE TOWNSHIP, CERRO GORDO COUNTY, IOWA
AND CITY OF CLEAR LAKE, IOWA
AMENDED AND RESTATED

This Township Fire Protection agreement (this "Agreement") is made and entered into this _____ day of _____, 2014, by and between Clear Lake Township of Cerro Gordo, County, Iowa ("Township") and the City of Clear Lake's Volunteer Fire Department, ("CITY").

RECITALS

WHEREAS, the City has for many years provided fire protection services to particular geographical areas within the TOWNSHIP; and

WHEREAS, the provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the CITY and the TOWNSHIP was last renegotiated in 2004 and has automatically renewed since, both the City and the Township desire that the arrangement to provide fire protection services under the general terms of that Agreement continue and that an updated Agreement be developed; and

WHEREAS, THE CITY under the legal authority of the Code of Iowa has the power and the authority to provide conditions under which its fire department will answer calls outside the corporate limits and furnish fire protection and related emergency assistance to the real and personal property situated in rural areas with the same governmental immunity as when operating within the corporate limits; and

WHEREAS, THE CITY is a municipal corporation authorized by the statutes of the State of Iowa to provide fire protection and related emergency services

outside its corporate limits and upon terms and conditions as it may prescribe;
and

WHEREAS, Section 359.42 of the Code of Iowa requires the TOWNSHIP Trustees to provide fire protection to the TOWNSHIP; and

WHEREAS, the TOWNSHIP is a governmental unit, which has the power to levy a tax to obtain fire protection, pursuant to the provisions of the Code of Iowa.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits accruing to the TOWNSHIP and the CITY, the parties agree hereto as follows:

1. AREA OF SERVICE

For and in consideration of the payments to be made hereinafter provided and subject to the primary obligation of the fire department of the CITY to furnish fire protection and other emergency assistance to the real and personal property situated within the CITY's corporate limits, the CITY hereby agrees to furnish fire protection and other emergency assistance to the real and personal property situated within the boundaries of the TOWNSHIP described as follows:

In Sections 1-3, 10-15, 22-27, and 34-36.

2. PERSONNEL AND EQUIPMENT PROVIDED.

The City shall furnish the necessary fire-fighting apparatus and equipment, as well as the personnel from the fire department of the CITY for the furnishing of fire protection and other emergency assistance that may arise within the designated area of the TOWNSHIP as hereinabove set forth. The Fire Chief or other duly authorized representative of the CITY shall be the sole judge of what apparatus, equipment, and personnel is necessary for the purpose of furnishing fire protection and other emergency assistance, when required, to protect the real and personal property situated within the boundaries of the TOWNSHIP, as above described.

3. TERM OF THE AGREEMENT

This Agreement shall automatically renew, but shall not be in effect for a period of more than ten (10) years, beginning on July 1, 2015 and ending on June 30, 2025. Further, this Agreement is subject to biennial (every 2 years) review if either party should so request to re-negotiate any of the provisions herein. Notice must

be given to the other party by the party requesting a review not later than January 5th of the odd numbered years covered by this Agreement.

4. OTHER AGREEMENTS

The volunteer fire department of the CITY shall be obligated to answer or otherwise respond to a fire call or render fire-fighting or other related emergency services in any part of the above named sections of the TOWNSHIP. However, it is agreed by the CITY and the TOWNSHIP that the CITY may use fire-fighting equipment in fighting fires in any other City, township, or County at its discretion when called upon to do so.

5. COST OF SERVICE

As part of the consideration for this Agreement, the fire protection and related services to be received by the TOWNSHIP, the Trustees of the TOWNSHIP agree, during the term of this Agreement, to levy a tax on the taxable property of the TOWNSHIP for the purpose of paying \$28,168 per year to the CITY for this fire protection and related emergency service.

6. TOWNSHIP PAYMENTS

It is agreed that the TOWNSHIP Clerk shall promptly remit, on or before December 1st and June 1st each year monies received during the six (6) months immediately preceding said dates resulting from the fire protection levies. Payments shall be in the amounts to pay costs agreed to under this Agreement and shall be sent to the City Clerk of the CITY.

7. RULES AND REGULATIONS

It is understood by and agreed between the parties hereto that the volunteer fire department of the CITY will devise the necessary rules and regulations for the most effective fire-fighting protection for the area subject to this Agreement and, further, that as long as these rules and regulations do not limit or otherwise interfere with this Agreement, they shall be adhered to.

8. LIABILITY

It is further understood and agreed that as a part of the consideration for THE CITY entering into this Agreement, THE CITY shall have no liability, obligation, or responsibility to anyone other than to provide, house, and maintain the fire-fighting equipment and provide the services of its volunteer fire department in the area above designated for fire-fighting and other emergency services. THE CITY and each and every member of its volunteer fire fighting department are

hereby relieved, absolved and exonerated from any liability whatsoever to anyone which may arise through, under or out of, or because of this Agreement. While calls for fire protection in the rural area hereinabove described and designated will be responded to when received by THE CITY, it is understood and agreed by THE TOWNSHIP and THE CITY that the first claim on services of all volunteer firemen is within the corporate limits of THE CITY. However, if a rural fire call is received while the volunteer fire department of THE CITY is occupied in rendering services with THE CITY, THE CITY shall always provide at least one experienced fire-fighting volunteer to drive the fire truck to the place of rural fire together with other personnel as THE CITY'S fire chief shall determine.

9. MAINTENANCE AND USE OF EQUIPMENT

The methods applied in fire-fighting and the use of the fire equipment in the rural areas shall be solely in the jurisdiction and control of the volunteer fire department of THE CITY and its fire chief. From the annual rent received from THE TOWNSHIP, THE CITY shall pay all costs of maintaining and keeping their fire equipment in a good state of repair. In addition thereto from said annual rent, THE CITY shall pay each fireman who actually responds to a rural fire call a sum to be agreed upon between THE CITY and the firemen.

10. RESPONSE

THE CITY and the members of its volunteer fire department are only obligated to perform hereunder to the best of their ability under the circumstances that exist. THE CITY shall not be responsible or liable for any damages caused by failure or delay in arriving at or responding to a fire call in the rural area served hereunder or in refusing to respond if the circumstances support the reason for failure to respond.

11. AUTHORITY

In providing fire protection and emergency assistance in the rural area above designated, THE CITY and its volunteer firemen shall have the same rights, immunities and protections of the law as though answering a call for such fire protection within the corporate limits of THE CITY and the standard care required by the volunteer fire department of THE CITY in answering rural calls for fire protection or other emergency services in THE TOWNSHIP hereinabove described shall be the same as though answering a similar call within the corporate limits of THE CITY.

12. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by the Fire Chief of THE CITY. THE CITY and THE TOWNSHIP shall periodically review said agreement and attempt to resolved any problems, which may arise in carrying out said agreement.

13. NOTICES

Any written notice that may be required by this Agreement to be sent to THE CITY shall be sent to the City Clerk of the City of Clear Lake, 15 N. 6th Street, P.O. Box 185, Clear Lake, IA, 50428.

15. PREVIOUS AGREEMENTS

All previous agreements between the parties, written or verbal, covering the same or similar subject matter are hereby declared terminated, cancelled, null and void, and of no force and effect as of the effective date of this Agreement which is July 1, 2015.

16. MISCELLANEOUS TERMS

This Agreement contains the entire understanding of the parties and no prior or subsequent verbal statements by any party or agency shall be binding unless reduced to writing and attached to this agreement as provided herein. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context. Words contained herein shall have their ordinary meaning unless defined otherwise in this Agreement and shall be construed to further the purpose and mission of the Agreement.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement.

17. EXECUTION AND FILING

Four original copies of this Agreement shall be signed and acknowledged by all parties. Original copies shall be distributed as follows: One to the City of Clear Lake, One to the Secretary of State, One to the Clear Lake County Recorder, and One to the Township Clerk. The City will assume responsibility for filing and recording and payment of the appropriate related charges.

20. REPRESENTATIONS OF AUTHORITY

All individuals whose signatures appear below certify that the execution of this

Agreement is with the full knowledge and authority of their respective Township Trustees and/or City Council, as reflected by appropriate and timely Resolution adopted by the governing body of each, with full compliance to all laws affecting their respective governing body and actions taken by it.

18. TIMELY PERFORMANCE

Time is of the essence in this Agreement. However, no delay by a party to this Agreement in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver or preclude the exercise of such right or remedy or constitute a waiver of any existing or subsequent default by another party to this Agreement.

19. SEVERABILITY

If any part of this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

For the CITY:

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

For the TOWNSHIP:

Approved by the Board of Trustees of Clear Lake Township on this _____ day
of _____, 2014.

Trustee Chairperson

Township Clerk

AGREEMENT TO PROVIDE RURAL FIRE PROTECTION
BY AND BETWEEN
MOUNT VERNON TOWNSHIP, CERRO GORDO COUNTY, IOWA
AND CITY OF CLEAR LAKE, IOWA
AMENDED AND RESTATED

This Township Fire Protection agreement (this "Agreement") is made and entered into this _____ day of _____, 2014, by and between MOUNT VERNON Township of Cerro Gordo, County, Iowa ("Township") and the City of Clear Lake's Volunteer Fire Department, ("CITY").

RECITALS

WHEREAS, the City has for many years provided fire protection services to particular geographical areas within the TOWNSHIP; and

WHEREAS, the provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the CITY and the TOWNSHIP was last renegotiated in 2004 and has automatically renewed since, both the City and the Township desire that the arrangement to provide fire protection services under the general terms of that Agreement continue and that an updated Agreement be developed; and

WHEREAS, THE CITY under the legal authority of the Code of Iowa has the power and the authority to provide conditions under which its fire department will answer calls outside the corporate limits and furnish fire protection and related emergency assistance to the real and personal property situated in rural areas with the same governmental immunity as when operating within the corporate limits; and

WHEREAS, THE CITY is a municipal corporation authorized by the statutes of the State of Iowa to provide fire protection and related emergency services

outside its corporate limits and upon terms and conditions as it may prescribe;
and

WHEREAS, Section 359.42 of the Code of Iowa requires the TOWNSHIP Trustees to provide fire protection to the TOWNSHIP; and

WHEREAS, the TOWNSHIP is a governmental unit, which has the power to levy a tax to obtain fire protection, pursuant to the provisions of the Code of Iowa.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits accruing to the TOWNSHIP and the CITY, the parties agree hereto as follows:

1. AREA OF SERVICE

For and in consideration of the payments to be made hereinafter provided and subject to the primary obligation of the fire department of the CITY to furnish fire protection and other emergency assistance to the real and personal property situated within the CITY's corporate limits, the CITY hereby agrees to furnish fire protection and other emergency assistance to the real and personal property situated within the boundaries of the TOWNSHIP described as follows:

In Sections 1-6.

2. PERSONNEL AND EQUIPMENT PROVIDED.

The City shall furnish the necessary fire-fighting apparatus and equipment, as well as the personnel from the fire department of the CITY for the furnishing of fire protection and other emergency assistance that may arise within the designated area of the TOWNSHIP as hereinabove set forth. The Fire Chief or other duly authorized representative of the CITY shall be the sole judge of what apparatus, equipment, and personnel is necessary for the purpose of furnishing fire protection and other emergency assistance, when required, to protect the real and personal property situated within the boundaries of the TOWNSHIP, as above described.

3. TERM OF THE AGREEMENT

This Agreement shall automatically renew, but shall not be in effect for a period of more than ten (10) years, beginning on July 1, 2015 and ending on June 30, 2025. Further, this Agreement is subject to biennial (every 2 years) review if either party should so request to re-negotiate any of the provisions herein. Notice must

be given to the other party by the party requesting a review not later than January 5th of the odd numbered years covered by this Agreement.

4. OTHER AGREEMENTS

The volunteer fire department of the CITY shall be obligated to answer or otherwise respond to a fire call or render fire-fighting or other related emergency services in any part of the above named sections of the TOWNSHIP. However, it is agreed by the CITY and the TOWNSHIP that the CITY may use fire-fighting equipment in fighting fires in any other City, township, or County at its discretion when called upon to do so.

5. COST OF SERVICE

As part of the consideration for this Agreement, the fire protection and related services to be received by the TOWNSHIP, the Trustees of the TOWNSHIP agree, during the term of this Agreement, to levy a tax on the taxable property of the TOWNSHIP for the purpose of paying \$1,759 per year to the CITY for this fire protection and related emergency service.

6. TOWNSHIP PAYMENTS

It is agreed that the TOWNSHIP Clerk shall promptly remit, on or before December 1st and June 1st each year monies received during the six (6) months immediately preceding said dates resulting from the fire protection levies. Payments shall be in the amounts to pay costs agreed to under this Agreement and shall be sent to the City Clerk of the CITY.

7. RULES AND REGULATIONS

It is understood by and agreed between the parties hereto that the volunteer fire department of the CITY will devise the necessary rules and regulations for the most effective fire-fighting protection for the area subject to this Agreement and, further, that as long as these rules and regulations do not limit or otherwise interfere with this Agreement, they shall be adhered to.

8. LIABILITY

It is further understood and agreed that as a part of the consideration for THE CITY entering into this Agreement, THE CITY shall have no liability, obligation, or responsibility to anyone other than to provide, house, and maintain the fire-fighting equipment and provide the services of its volunteer fire department in the area above designated for fire-fighting and other emergency services. THE CITY and each and every member of its volunteer fire fighting department are

hereby relieved, absolved and exonerated from any liability whatsoever to anyone which may arise through, under or out of, or because of this Agreement. While calls for fire protection in the rural area hereinabove described and designated will be responded to when received by THE CITY, it is understood and agreed by THE TOWNSHIP and THE CITY that the first claim on services of all volunteer firemen is within the corporate limits of THE CITY. However, if a rural fire call is received while the volunteer fire department of THE CITY is occupied in rendering services with THE CITY, THE CITY shall always provide at least one experienced fire-fighting volunteer to drive the fire truck to the place of rural fire together with other personnel as THE CITY'S fire chief shall determine.

9. MAINTENANCE AND USE OF EQUIPMENT

The methods applied in fire-fighting and the use of the fire equipment in the rural areas shall be solely in the jurisdiction and control of the volunteer fire department of THE CITY and its fire chief. From the annual rent received from THE TOWNSHIP, THE CITY shall pay all costs of maintaining and keeping their fire equipment in a good state of repair. In addition thereto from said annual rent, THE CITY shall pay each fireman who actually responds to a rural fire call a sum to be agreed upon between THE CITY and the firemen.

10. RESPONSE

THE CITY and the members of its volunteer fire department are only obligated to perform hereunder to the best of their ability under the circumstances that exist. THE CITY shall not be responsible or liable for any damages caused by failure or delay in arriving at or responding to a fire call in the rural area served hereunder or in refusing to respond if the circumstances support the reason for failure to respond.

11. AUTHORITY

In providing fire protection and emergency assistance in the rural area above designated, THE CITY and its volunteer firemen shall have the same rights, immunities and protections of the law as though answering a call for such fire protection within the corporate limits of THE CITY and the standard care required by the volunteer fire department of THE CITY in answering rural calls for fire protection or other emergency services in THE TOWNSHIP hereinabove described shall be the same as though answering a similar call within the corporate limits of THE CITY.

12. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by the Fire Chief of THE CITY. THE CITY and THE TOWNSHIP shall periodically review said agreement and attempt to resolved any problems, which may arise in carrying out said agreement.

13. NOTICES

Any written notice that may be required by this Agreement to be sent to THE CITY shall be sent to the City Clerk of the City of Clear Lake, 15 N. 6th Street, P.O. Box 185, Clear Lake, IA, 50428.

15. PREVIOUS AGREEMENTS

All previous agreements between the parties, written or verbal, covering the same or similar subject matter are hereby declared terminated, cancelled, null and void, and of no force and effect as of the effective date of this Agreement which is July 1, 2015.

16. MISCELLANEOUS TERMS

This Agreement contains the entire understanding of the parties and no prior or subsequent verbal statements by any party or agency shall be binding unless reduced to writing and attached to this agreement as provided herein. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context. Words contained herein shall have their ordinary meaning unless defined otherwise in this Agreement and shall be construed to further the purpose and mission of the Agreement.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement.

17. EXECUTION AND FILING

Four original copies of this Agreement shall be signed and acknowledged by all parties. Original copies shall be distributed as follows: One to the City of Clear Lake, One to the Secretary of State, One to the Cerro Gordo County Recorder, and One to the Township Clerk. The City will assume responsibility for filing and recording and payment of the appropriate related charges.

20. REPRESENTATIONS OF AUTHORITY

All individuals whose signatures appear below certify that the execution of this

Agreement is with the full knowledge and authority of their respective Township Trustees and/or City Council, as reflected by appropriate and timely Resolution adopted by the governing body of each, with full compliance to all laws affecting their respective governing body and actions taken by it.

18. TIMELY PERFORMANCE

Time is of the essence in this Agreement. However, no delay by a party to this Agreement in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver or preclude the exercise of such right or remedy or constitute a waiver of any existing or subsequent default by another party to this Agreement.

19. SEVERABILITY

If any part of this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

Approved by the City Council of the City of Clear Lake, Iowa, this _____ day of _____, 2014.

For the CITY:

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

For the TOWNSHIP:

Approved by the Board of Trustees of Mount Vernon Township on this _____ day of _____, 2014.

Trustee Chairperson

Township Clerk

AGREEMENT TO PROVIDE RURAL FIRE PROTECTION
BY AND BETWEEN
LINCOLN TOWNSHIP, CERRO GORDO COUNTY, IOWA
AND CITY OF CLEAR LAKE, IOWA
AMENDED AND RESTATED

This Township Fire Protection agreement (this "Agreement") is made and entered into this _____ day of _____, 2014, by and between LINCOLN Township of Cerro Gordo, County, Iowa ("Township") and the City of Clear Lake's Volunteer Fire Department, ("CITY").

RECITALS

WHEREAS, the City has for many years provided fire protection services to particular geographical areas within the TOWNSHIP; and

WHEREAS, the provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the CITY and the TOWNSHIP was last renegotiated in 2004 and has automatically renewed since, both the City and the Township desire that the arrangement to provide fire protection services under the general terms of that Agreement continue and that an updated Agreement be developed; and

WHEREAS, THE CITY under the legal authority of the Code of Iowa has the power and the authority to provide conditions under which its fire department will answer calls outside the corporate limits and furnish fire protection and related emergency assistance to the real and personal property situated in rural areas with the same governmental immunity as when operating within the corporate limits; and

WHEREAS, THE CITY is a municipal corporation authorized by the statutes of the State of Iowa to provide fire protection and related emergency services

outside its corporate limits and upon terms and conditions as it may prescribe;
and

WHEREAS, Section 359.42 of the Code of Iowa requires the TOWNSHIP Trustees to provide fire protection to the TOWNSHIP; and

WHEREAS, the TOWNSHIP is a governmental unit, which has the power to levy a tax to obtain fire protection, pursuant to the provisions of the Code of Iowa.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits accruing to the TOWNSHIP and the CITY, the parties agree hereto as follows:

1. AREA OF SERVICE

For and in consideration of the payments to be made hereinafter provided and subject to the primary obligation of the fire department of the CITY to furnish fire protection and other emergency assistance to the real and personal property situated within the CITY's corporate limits, the CITY hereby agrees to furnish fire protection and other emergency assistance to the real and personal property situated within the boundaries of the TOWNSHIP described as follows:

In Sections 19-36.

2. PERSONNEL AND EQUIPMENT PROVIDED.

The City shall furnish the necessary fire-fighting apparatus and equipment, as well as the personnel from the fire department of the CITY for the furnishing of fire protection and other emergency assistance that may arise within the designated area of the TOWNSHIP as hereinabove set forth. The Fire Chief or other duly authorized representative of the CITY shall be the sole judge of what apparatus, equipment, and personnel is necessary for the purpose of furnishing fire protection and other emergency assistance, when required, to protect the real and personal property situated within the boundaries of the TOWNSHIP, as above described.

3. TERM OF THE AGREEMENT

This Agreement shall automatically renew, but shall not be in effect for a period of more than ten (10) years, beginning on July 1, 2015 and ending on June 30, 2025. Further, this Agreement is subject to biennial (every 2 years) review if either party should so request to re-negotiate any of the provisions herein. Notice must

be given to the other party by the party requesting a review not later than January 5th of the odd numbered years covered by this Agreement.

4. OTHER AGREEMENTS

The volunteer fire department of the CITY shall be obligated to answer or otherwise respond to a fire call or render fire-fighting or other related emergency services in any part of the above named sections of the TOWNSHIP. However, it is agreed by the CITY and the TOWNSHIP that the CITY may use fire-fighting equipment in fighting fires in any other City, township, or County at its discretion when called upon to do so.

5. COST OF SERVICE

As part of the consideration for this Agreement, the fire protection and related services to be received by the TOWNSHIP, the Trustees of the TOWNSHIP agree, during the term of this Agreement, to levy a tax on the taxable property of the TOWNSHIP for the purpose of paying \$7,907 per year to the CITY for this fire protection and related emergency service.

6. TOWNSHIP PAYMENTS

It is agreed that the TOWNSHIP Clerk shall promptly remit, on or before December 1st and June 1st each year monies received during the six (6) months immediately preceding said dates resulting from the fire protection levies. Payments shall be in the amounts to pay costs agreed to under this Agreement and shall be sent to the City Clerk of the CITY.

7. RULES AND REGULATIONS

It is understood by and agreed between the parties hereto that the volunteer fire department of the CITY will devise the necessary rules and regulations for the most effective fire-fighting protection for the area subject to this Agreement and, further, that as long as these rules and regulations do not limit or otherwise interfere with this Agreement, they shall be adhered to.

8. LIABILITY

It is further understood and agreed that as a part of the consideration for THE CITY entering into this Agreement, THE CITY shall have no liability, obligation, or responsibility to anyone other than to provide, house, and maintain the fire-fighting equipment and provide the services of its volunteer fire department in the area above designated for fire-fighting and other emergency services. THE CITY and each and every member of its volunteer fire fighting department are

hereby relieved, absolved and exonerated from any liability whatsoever to anyone which may arise through, under or out of, or because of this Agreement. While calls for fire protection in the rural area hereinabove described and designated will be responded to when received by THE CITY, it is understood and agreed by THE TOWNSHIP and THE CITY that the first claim on services of all volunteer firemen is within the corporate limits of THE CITY. However, if a rural fire call is received while the volunteer fire department of THE CITY is occupied in rendering services with THE CITY, THE CITY shall always provide at least one experienced fire-fighting volunteer to drive the fire truck to the place of rural fire together with other personnel as THE CITY'S fire chief shall determine.

9. MAINTENANCE AND USE OF EQUIPMENT

The methods applied in fire-fighting and the use of the fire equipment in the rural areas shall be solely in the jurisdiction and control of the volunteer fire department of THE CITY and its fire chief. From the annual rent received from THE TOWNSHIP, THE CITY shall pay all costs of maintaining and keeping their fire equipment in a good state of repair. In addition thereto from said annual rent, THE CITY shall pay each fireman who actually responds to a rural fire call a sum to be agreed upon between THE CITY and the firemen.

10. RESPONSE

THE CITY and the members of its volunteer fire department are only obligated to perform hereunder to the best of their ability under the circumstances that exist. THE CITY shall not be responsible or liable for any damages caused by failure or delay in arriving at or responding to a fire call in the rural area served hereunder or in refusing to respond if the circumstances support the reason for failure to respond.

11. AUTHORITY

In providing fire protection and emergency assistance in the rural area above designated, THE CITY and its volunteer firemen shall have the same rights, immunities and protections of the law as though answering a call for such fire protection within the corporate limits of THE CITY and the standard care required by the volunteer fire department of THE CITY in answering rural calls for fire protection or other emergency services in THE TOWNSHIP hereinabove described shall be the same as though answering a similar call within the corporate limits of THE CITY.

12. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by the Fire Chief of THE CITY. THE CITY and THE TOWNSHIP shall periodically review said agreement and attempt to resolved any problems, which may arise in carrying out said agreement.

13. NOTICES

Any written notice that may be required by this Agreement to be sent to THE CITY shall be sent to the City Clerk of the City of Clear Lake, 15 N. 6th Street, P.O. Box 185, Clear Lake, IA, 50428.

15. PREVIOUS AGREEMENTS

All previous agreements between the parties, written or verbal, covering the same or similar subject matter are hereby declared terminated, cancelled, null and void, and of no force and effect as of the effective date of this Agreement which is July 1, 2015.

16. MISCELLANEOUS TERMS

This Agreement contains the entire understanding of the parties and no prior or subsequent verbal statements by any party or agency shall be binding unless reduced to writing and attached to this agreement as provided herein. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context. Words contained herein shall have their ordinary meaning unless defined otherwise in this Agreement and shall be construed to further the purpose and mission of the Agreement.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement.

17. EXECUTION AND FILING

Four original copies of this Agreement shall be signed and acknowledged by all parties. Original copies shall be distributed as follows: One to the City of Clear Lake, One to the Secretary of State, One to the Cerro Gordo County Recorder, and One to the Township Clerk. The City will assume responsibility for filing and recording and payment of the appropriate related charges.

20. REPRESENTATIONS OF AUTHORITY

All individuals whose signatures appear below certify that the execution of this

Agreement is with the full knowledge and authority of their respective Township Trustees and/or City Council, as reflected by appropriate and timely Resolution adopted by the governing body of each, with full compliance to all laws affecting their respective governing body and actions taken by it.

18. TIMELY PERFORMANCE

Time is of the essence in this Agreement. However, no delay by a party to this Agreement in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver or preclude the exercise of such right or remedy or constitute a waiver of any existing or subsequent default by another party to this Agreement.

19. SEVERABILITY

If any part of this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

Approved by the City Council of the City of Clear Lake, Iowa, this _____ day of _____, 2014.

For the CITY:

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

For the TOWNSHIP:

Approved by the Board of Trustees of Lincoln Township on this _____ day of _____, 2014.

Trustee Chairperson

Township Clerk

AGREEMENT TO PROVIDE RURAL FIRE PROTECTION
BY AND BETWEEN
UNION TOWNSHIP, CERRO GORDO COUNTY, IOWA
AND CITY OF CLEAR LAKE, IOWA
AMENDED AND RESTATED

This Township Fire Protection agreement (this "Agreement") is made and entered into this _____ day of _____, 2014, by and between UNION Township of Cerro Gordo, County, Iowa ("Township") and the City of Clear Lake's Volunteer Fire Department, ("CITY").

RECITALS

WHEREAS, the City has for many years provided fire protection services to particular geographical areas within the TOWNSHIP; and

WHEREAS, the provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the CITY and the TOWNSHIP was last renegotiated in 2004 and has automatically renewed since, both the City and the Township desire that the arrangement to provide fire protection services under the general terms of that Agreement continue and that an updated Agreement be developed; and

WHEREAS, THE CITY under the legal authority of the Code of Iowa has the power and the authority to provide conditions under which its fire department will answer calls outside the corporate limits and furnish fire protection and related emergency assistance to the real and personal property situated in rural areas with the same governmental immunity as when operating within the corporate limits; and

WHEREAS, THE CITY is a municipal corporation authorized by the statutes of the State of Iowa to provide fire protection and related emergency services

outside its corporate limits and upon terms and conditions as it may prescribe;
and

WHEREAS, Section 359.42 of the Code of Iowa requires the TOWNSHIP Trustees to provide fire protection to the TOWNSHIP; and

WHEREAS, the TOWNSHIP is a governmental unit, which has the power to levy a tax to obtain fire protection, pursuant to the provisions of the Code of Iowa.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits accruing to the TOWNSHIP and the CITY, the parties agree hereto as follows:

1. AREA OF SERVICE

For and in consideration of the payments to be made hereinafter provided and subject to the primary obligation of the fire department of the CITY to furnish fire protection and other emergency assistance to the real and personal property situated within the CITY's corporate limits, the CITY hereby agrees to furnish fire protection and other emergency assistance to the real and personal property situated within the boundaries of the TOWNSHIP described as follows:

In Sections 1-3, 10-15.

2. PERSONNEL AND EQUIPMENT PROVIDED.

The City shall furnish the necessary fire-fighting apparatus and equipment, as well as the personnel from the fire department of the CITY for the furnishing of fire protection and other emergency assistance that may arise within the designated area of the TOWNSHIP as hereinabove set forth. The Fire Chief or other duly authorized representative of the CITY shall be the sole judge of what apparatus, equipment, and personnel is necessary for the purpose of furnishing fire protection and other emergency assistance, when required, to protect the real and personal property situated within the boundaries of the TOWNSHIP, as above described.

3. TERM OF THE AGREEMENT

This Agreement shall automatically renew, but shall not be in effect for a period of more than ten (10) years, beginning on July 1, 2015 and ending on June 30, 2025. Further, this Agreement is subject to biennial (every 2 years) review if either party should so request to re-negotiate any of the provisions herein. Notice must

be given to the other party by the party requesting a review not later than January 5th of the odd numbered years covered by this Agreement.

4. OTHER AGREEMENTS

The volunteer fire department of the CITY shall be obligated to answer or otherwise respond to a fire call or render fire-fighting or other related emergency services in any part of the above named sections of the TOWNSHIP. However, it is agreed by the CITY and the TOWNSHIP that the CITY may use fire-fighting equipment in fighting fires in any other City, township, or County at its discretion when called upon to do so.

5. COST OF SERVICE

As part of the consideration for this Agreement, the fire protection and related services to be received by the TOWNSHIP, the Trustees of the TOWNSHIP agree, during the term of this Agreement, to levy a tax on the taxable property of the TOWNSHIP for the purpose of paying \$3,188 per year to the CITY for this fire protection and related emergency service.

6. TOWNSHIP PAYMENTS

It is agreed that the TOWNSHIP Clerk shall promptly remit, on or before December 1st and June 1st each year monies received during the six (6) months immediately preceding said dates resulting from the fire protection levies. Payments shall be in the amounts to pay costs agreed to under this Agreement and shall be sent to the City Clerk of the CITY.

7. RULES AND REGULATIONS

It is understood by and agreed between the parties hereto that the volunteer fire department of the CITY will devise the necessary rules and regulations for the most effective fire-fighting protection for the area subject to this Agreement and, further, that as long as these rules and regulations do not limit or otherwise interfere with this Agreement, they shall be adhered to.

8. LIABILITY

It is further understood and agreed that as a part of the consideration for THE CITY entering into this Agreement, THE CITY shall have no liability, obligation, or responsibility to anyone other than to provide, house, and maintain the fire-fighting equipment and provide the services of its volunteer fire department in the area above designated for fire-fighting and other emergency services. THE CITY and each and every member of its volunteer fire fighting department are

hereby relieved, absolved and exonerated from any liability whatsoever to anyone which may arise through, under or out of, or because of this Agreement. While calls for fire protection in the rural area hereinabove described and designated will be responded to when received by THE CITY, it is understood and agreed by THE TOWNSHIP and THE CITY that the first claim on services of all volunteer firemen is within the corporate limits of THE CITY. However, if a rural fire call is received while the volunteer fire department of THE CITY is occupied in rendering services with THE CITY, THE CITY shall always provide at least one experienced fire-fighting volunteer to drive the fire truck to the place of rural fire together with other personnel as THE CITY'S fire chief shall determine.

9. MAINTENANCE AND USE OF EQUIPMENT

The methods applied in fire-fighting and the use of the fire equipment in the rural areas shall be solely in the jurisdiction and control of the volunteer fire department of THE CITY and its fire chief. From the annual rent received from THE TOWNSHIP, THE CITY shall pay all costs of maintaining and keeping their fire equipment in a good state of repair. In addition thereto from said annual rent, THE CITY shall pay each fireman who actually responds to a rural fire call a sum to be agreed upon between THE CITY and the firemen.

10. RESPONSE

THE CITY and the members of its volunteer fire department are only obligated to perform hereunder to the best of their ability under the circumstances that exist. THE CITY shall not be responsible or liable for any damages caused by failure or delay in arriving at or responding to a fire call in the rural area served hereunder or in refusing to respond if the circumstances support the reason for failure to respond.

11. AUTHORITY

In providing fire protection and emergency assistance in the rural area above designated, THE CITY and its volunteer firemen shall have the same rights, immunities and protections of the law as though answering a call for such fire protection within the corporate limits of THE CITY and the standard care required by the volunteer fire department of THE CITY in answering rural calls for fire protection or other emergency services in THE TOWNSHIP hereinabove described shall be the same as though answering a similar call within the corporate limits of THE CITY.

12. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by the Fire Chief of THE CITY. THE CITY and THE TOWNSHIP shall periodically review said agreement and attempt to resolved any problems, which may arise in carrying out said agreement.

13. NOTICES

Any written notice that may be required by this Agreement to be sent to THE CITY shall be sent to the City Clerk of the City of Clear Lake, 15 N. 6th Street, P.O. Box 185, Clear Lake, IA, 50428.

15. PREVIOUS AGREEMENTS

All previous agreements between the parties, written or verbal, covering the same or similar subject matter are hereby declared terminated, cancelled, null and void, and of no force and effect as of the effective date of this Agreement which is July 1, 2015.

16. MISCELLANEOUS TERMS

This Agreement contains the entire understanding of the parties and no prior or subsequent verbal statements by any party or agency shall be binding unless reduced to writing and attached to this agreement as provided herein. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context. Words contained herein shall have their ordinary meaning unless defined otherwise in this Agreement and shall be construed to further the purpose and mission of the Agreement.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement.

17. EXECUTION AND FILING

Four original copies of this Agreement shall be signed and acknowledged by all parties. Original copies shall be distributed as follows: One to the City of Clear Lake, One to the Secretary of State, One to the Cerro Gordo County Recorder, and One to the Township Clerk. The City will assume responsibility for filing and recording and payment of the appropriate related charges.

20. REPRESENTATIONS OF AUTHORITY

All individuals whose signatures appear below certify that the execution of this

Agreement is with the full knowledge and authority of their respective Township Trustees and/or City Council, as reflected by appropriate and timely Resolution adopted by the governing body of each, with full compliance to all laws affecting their respective governing body and actions taken by it.

18. TIMELY PERFORMANCE

Time is of the essence in this Agreement. However, no delay by a party to this Agreement in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver or preclude the exercise of such right or remedy or constitute a waiver of any existing or subsequent default by another party to this Agreement.

19. SEVERABILITY

If any part of this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

Approved by the City Council of the City of Clear Lake, Iowa, this _____ day of _____, 2014.

For the CITY:

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

For the TOWNSHIP:

Approved by the Board of Trustees of Union Township on this _____ day of _____, 2014.

Trustee Chairperson

Township Clerk

AGREEMENT TO PROVIDE RURAL FIRE PROTECTION
BY AND BETWEEN
LAKE TOWNSHIP, CERRO GORDO COUNTY, IOWA
AND CITY OF CLEAR LAKE, IOWA
AMENDED AND RESTATED

This Township Fire Protection agreement (this "Agreement") is made and entered into this _____ day of _____, 2014, by and between Lake Township of Cerro Gordo, County, Iowa ("Township") and the City of Clear Lake's Volunteer Fire Department, ("CITY").

RECITALS

WHEREAS, the City has for many years provided fire protection services to particular geographical areas within the TOWNSHIP; and

WHEREAS, the provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the CITY and the TOWNSHIP was last renegotiated in 2004 and has automatically renewed since, both the City and the Township desire that the arrangement to provide fire protection services under the general terms of that Agreement continue and that an updated Agreement be developed; and

WHEREAS, THE CITY under the legal authority of the Code of Iowa has the power and the authority to provide conditions under which its fire department will answer calls outside the corporate limits and furnish fire protection and related emergency assistance to the real and personal property situated in rural areas with the same governmental immunity as when operating within the corporate limits; and

WHEREAS, THE CITY is a municipal corporation authorized by the statutes of the State of Iowa to provide fire protection and related emergency services

outside its corporate limits and upon terms and conditions as it may prescribe; and

WHEREAS, Section 359.42 of the Code of Iowa requires the TOWNSHIP Trustees to provide fire protection to the TOWNSHIP; and

WHEREAS, the TOWNSHIP is a governmental unit, which has the power to levy a tax to obtain fire protection, pursuant to the provisions of the Code of Iowa.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits accruing to the TOWNSHIP and the CITY, the parties agree hereto as follows:

1. AREA OF SERVICE

For and in consideration of the payments to be made hereinafter provided and subject to the primary obligation of the fire department of the CITY to furnish fire protection and other emergency assistance to the real and personal property situated within the CITY's corporate limits, the CITY hereby agrees to furnish fire protection and other emergency assistance to the real and personal property situated within the boundaries of the TOWNSHIP described as follows:

In Sections 1-36.

2. PERSONNEL AND EQUIPMENT PROVIDED.

The City shall furnish the necessary fire-fighting apparatus and equipment, as well as the personnel from the fire department of the CITY for the furnishing of fire protection and other emergency assistance that may arise within the designated area of the TOWNSHIP as hereinabove set forth. The Fire Chief or other duly authorized representative of the CITY shall be the sole judge of what apparatus, equipment, and personnel is necessary for the purpose of furnishing fire protection and other emergency assistance, when required, to protect the real and personal property situated within the boundaries of the TOWNSHIP, as above described.

3. TERM OF THE AGREEMENT

This Agreement shall automatically renew, but shall not be in effect for a period of more than ten (10) years, beginning on July 1, 2015 and ending on June 30, 2025. Further, this Agreement is subject to biennial (every 2 years) review if either party should so request to re-negotiate any of the provisions herein. Notice must

be given to the other party by the party requesting a review not later than January 5th of the odd numbered years covered by this Agreement.

4. OTHER AGREEMENTS

The volunteer fire department of the CITY shall be obligated to answer or otherwise respond to a fire call or render fire-fighting or other related emergency services in any part of the above named sections of the TOWNSHIP. However, it is agreed by the CITY and the TOWNSHIP that the CITY may use fire-fighting equipment in fighting fires in any other City, township, or County at its discretion when called upon to do so.

5. COST OF SERVICE

As part of the consideration for this Agreement, the fire protection and related services to be received by the TOWNSHIP, the Trustees of the TOWNSHIP agree, during the term of this Agreement, to levy a tax on the taxable property of the TOWNSHIP for the purpose of paying \$19,719 per year to the CITY for this fire protection and related emergency service. The CITY and TOWNSHIP agree that the increase from the FY 14 payment shall increase 25% per year until the full annual payment of \$19,719 is achieved.

6. TOWNSHIP PAYMENTS

It is agreed that the TOWNSHIP Clerk shall promptly remit, on or before December 1st and June 1st each year monies received during the six (6) months immediately preceding said dates resulting from the fire protection levies. Payments shall be in the amounts to pay costs agreed to under this Agreement and shall be sent to the City Clerk of the CITY.

7. RULES AND REGULATIONS

It is understood by and agreed between the parties hereto that the volunteer fire department of the CITY will devise the necessary rules and regulations for the most effective fire-fighting protection for the area subject to this Agreement and, further, that as long as these rules and regulations do not limit or otherwise interfere with this Agreement, they shall be adhered to.

8. LIABILITY

It is further understood and agreed that as a part of the consideration for THE CITY entering into this Agreement, THE CITY shall have no liability, obligation, or responsibility to anyone other than to provide, house, and maintain the fire-fighting equipment and provide the services of its volunteer fire department in

the area above designated for fire-fighting and other emergency services. THE CITY and each and every member of its volunteer fire fighting department are hereby relieved, absolved and exonerated from any liability whatsoever to anyone which may arise through, under or out of, or because of this Agreement. While calls for fire protection in the rural area hereinabove described and designated will be responded to when received by THE CITY, it is understood and agreed by THE TOWNSHIP and THE CITY that the first claim on services of all volunteer firemen is within the corporate limits of THE CITY. However, if a rural fire call is received while the volunteer fire department of THE CITY is occupied in rendering services with THE CITY; THE CITY shall always provide at least one experienced fire-fighting volunteer to drive the fire truck to the place of rural fire together with other personnel as THE CITY'S fire chief shall determine.

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12. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by the Fire Chief of THE CITY. THE CITY and THE TOWNSHIP shall periodically review said agreement and attempt to resolved any problems, which may arise in carrying out said agreement.

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20. REPRESENTATIONS OF AUTHORITY

All individuals whose signatures appear below certify that the execution of this Agreement is with the full knowledge and authority of their respective Township Trustees and/or City Council, as reflected by appropriate and timely Resolution adopted by the governing body of each, with full compliance to all laws affecting their respective governing body and actions taken by it.

18. TIMELY PERFORMANCE

Time is of the essence in this Agreement. However, no delay by a party to this Agreement in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver or preclude the exercise of such right or remedy or constitute a waiver of any existing or subsequent default by another party to this Agreement.

19. SEVERABILITY

If any part of this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

Approved by the City Council of the City of Clear Lake, Iowa, this _____ day of _____, 2014.

For the CITY:

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

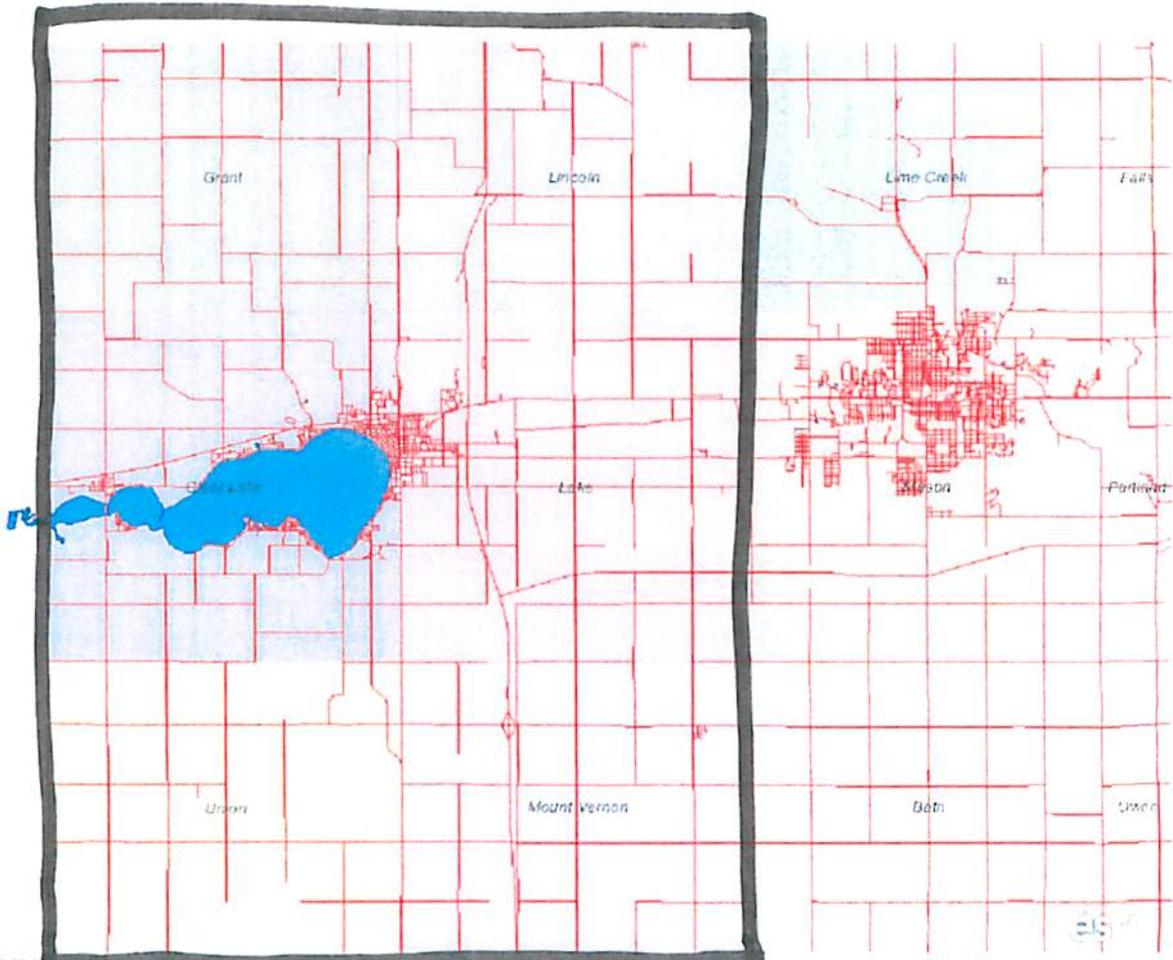
For the TOWNSHIP:

Approved by the Board of Trustees of Clear Lake Township on this _____ day of _____, 2014.

Trustee Chairperson

Township Clerk

My Map



5 km
5 mi

Copyright 2011 Esri. All rights reserved. Fri Jun 13 2014 09:10:17 AM

Prepared For:
State of Iowa

Prepared By:
administrator

Stacie
Gustafson

Black
White
Silver
gray.
Color options

June
Cut off.



2014 Fleet/Non-Retail Chevrolet Impala Limited 4dr Sdn LS Fleet 1WF19

WINDOW STICKER

2014 Chevrolet Impala Limited 4dr Sdn LS Fleet		Interior: - No color has been selected.
3.6L/217 CID Gas V6		Exterior 1: - No color has been selected.
* 6-Speed Automatic		Exterior 2: - No color has been selected.
CODE	MODEL	MSRP
1WF19	2014 Chevrolet Impala Limited 4dr Sdn LS Fleet	\$25,830.00
OPTIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
LFX	ENGINE, 3.6L SIDI DOHC V6 VVT	\$0.00
MX0	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED WI	\$0.00
1FL	LS PREFERRED EQUIPMENT GROUP	\$0.00
17U	SILVER ICE METALLIC	\$0.00
—	STANDARD PAINT	\$0.00
AR9	SEATS, FRONT BUCKET	\$0.00
19C	EBONY, CLOTH SEAT TRIM	\$0.00
US8	AUDIO SYSTEM, AM/FM STEREO WITH CD AND MP3 PLAYBACK	\$0.00
SUBTOTAL		\$25,830.00
Advert/Adjustments		\$0.00
Destination Charge		\$825.00
TOTAL PRICE		\$26,655.00
Est City: 18.00 mpg		
Est Highway: 30.00 mpg		
Est Highway Cruising Range: 525.00 mi		
LAKE Chevrolet		
Will sell to you for \$18,056.00/14		

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 323.0, Data updated 3/11/2014
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Customer File:

March 19, 2014 4:30:18 PM

Page 2
Cut off.
June 12.



2014 Fleet/Non-Retail Chevrolet Impala Limited 4dr Sdn LS Fleet 1WF19

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2014 Fleet/Non-Retail 1WF19 4dr Sdn LS Fleet

ENTERTAINMENT

- Audio system, AM/FM stereo with CD and MP3 playback seek-and-scan, digital clock, auto-tone control, Radio Data System (RDS), automatic volume, TheftLock and auxiliary input jack (Deleted when (UE0) OnStar delete is ordered)
- Audio system feature, 6-speaker system
- Bluetooth for phone, personal cell phone connectivity to vehicle audio system and HMI (Human Machine Interface) (Deleted when (UE0) OnStar delete is ordered.)
- Steering wheel controls, mounted audio controls (Deleted when (UE0) OnStar delete is ordered)
- Antenna, integral rear, AM/FM

EXTERIOR

- Wheels, 16" (40.6 cm) aluminum
- Tires, P225/60R16 all-season, blackwall
- Tire, compact spare
- Moldings, body-color bodyside
- Moldings, body-color rocker
- Headlamps, halogen composite with automatic exterior lamp control
- Glass, Solar-Ray light-tinted
- Mirrors, outside power-adjustable body-color
- Wipers, front intermittent
- Door handles, body-color

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 323.0, Data updated 3/11/2014
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:



2014 Fleet/Non-Retail Chevrolet Impala Limited 4dr Sdn LS Fleet 1WF19

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2014 Fleet/Non-Retail 1WF19 4dr Sdn LS Fleet

INTERIOR

- Seats, front bucket
- Seat trim, cloth
- Seat adjuster, driver 6-way power
- Seat adjuster, driver manual lumbar control
- Seat, rear fixed bench
- Floor mats, carpeted front and rear
- Shifter, floor console
- Steering column, Tilt-Wheel
- Steering wheel, leather-wrapped (Deleted when (UE0) OnStar delete is ordered)
- Instrumentation, analog 4-gauge cluster with speedometer, tachometer, coolant temperature, fuel, trip odometer and Driver Information Center
- Oil life monitoring system
- Windows, power with driver Express-Down and passenger lockout
- Door locks, power programmable with lockout protection
- Remote Keyless Entry
- Cruise control, electronic with set and resume speed
- Trunk release, remote
- Theft-deterrent system, vehicle, PASS-Key III+
- Air conditioning, single-zone manual with air filtration system
- Defogger, rear-window electric
- Applique, woodgrain on instrument panel and door
- Mirror, inside rearview manual day/night with map lights
- Visors, driver and front passenger vanity mirrors, covered
- Assist handles, front passenger and rear outboard

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 323.0, Data updated 3/11/2014
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Customer File:



2014 Fleet/Non-Retail Chevrolet Impala Limited 4dr Sdn LS Fleet 1WF19

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2014 Fleet/Non-Retail 1WF19 4dr Sdn LS Fleet

- Lighting, interior with center-mounted dome and rear reading lights
- MECHANICAL*
- Engine, 3.6L SIDI DOHC V6 VVT (300 hp [223.7 kW] @ 6500 rpm, 262 lb-ft of torque [353.7 N-m] @ 5300 rpm)
 - Transmission, 6-speed automatic, electronically controlled with overdrive
 - E85 FlexFuel capable (includes side-window decal)
 - Front wheel drive
 - Battery rundown protection
 - Alternator, 150 amps
 - Suspension, 4-wheel independent, Touring
 - Steering, power, rack-and-pinion
 - Brakes, 4-wheel antilock, 4-wheel disc
 - Exhaust, dual-outlet stainless-steel

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 323.0, Data updated 3/11/2014
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Customer File:

Pritchard Commercial Sales

☎: (641) 923-2855

☎: (641) 923-2844

Toll: (855) 923-2855

🌐: www.pritchards.com

211 State Street, Garner, Iowa 50438



September 11, 2013

Mr. Haag
City of Clear Lake
Clear Lake, IA 50428

Re: The 2015 Ford Taurus SE 4 Door FWD Deep Impact Blue Metallic

Dear Mr. Haag,

Thank you very much for your interest in acquiring a vehicle from Pritchard Family Auto Stores. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us. We like to think that our service throughout the buying process and especially after the sale are huge factors contributing to our success during our 100 years of business. Below you will find a summary of your quoted price.

\$27,605.00	M.S.R.P.
-\$5,912.00	Government Price Concession
<u>-\$2,695.00</u>	Discount from Pritchard Family Auto Stores
\$18,998.00	City of Clear Lake Purchase Price F.O.B. Clear Lake

This price includes a pre delivery inspection done by Pritchard Family Auto Stores, delivery to your desired location in Clear Lake, Iowa, and a full tank of fuel upon arrival. Attached you will find vehicle specification and pricing. Any changes in options or equipment will affect pricing.

Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Kelly Als
Commercial Business Development Manager
Pritchard Family Auto Stores
641.430.7980
Kelly.als@ritchards.com

Prepared For:
City of Clear Lake
Iowa

Prepared By:
Kelly Als
Pritchard Family Auto Stores
409 South 24th Street
Clear Lake, Iowa, 50428
Phone: (641) 923-2855



Quotation

2014 Ford Taurus

	4dr FWD Sedan SE (P2D)	
	MSRP	
		26,780.00
		0.00
		825.00
Base Vehicle Price		
Factory Options		
Destination		27,605.00
Vehicle Total		
Pre-Tax Adjustments		-5,912.00
Government Price Concession		-2,695.00
Pritchard Auto Company Discount		-8,607.00
Total Pre-Tax Adjustments		
Grand Total		18,998.00

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05210732 12/26/2013

Prepared For:
City of Clear Lake
Iowa

Prepared By:
Kelly Als
Pritchard Family Auto Stores
409 South 24th Street
Clear Lake, Iowa, 50428
Phone: (641) 923-2855



Warranty

2014 Ford Taurus

4dr FWD Sedan SE (P2D)
Months/Distance

Description

Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

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Reference CT05210732 12/26/2013

Prepared For:
City of Clear Lake
Iowa

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Pritchard Family Auto Stores
409 South 24th Street
Clear Lake, Iowa, 50428
Phone: (641) 923-2855



Selected Options

2014 Ford Taurus

4dr FWD Sedan SE (P2D)

Vehicle Snapshot	Engine: 3.5L Ti-VCT V6 (FFV) Transmission: 6-Speed SelectShift Automatic Rear Axle Ratio: 0.00 GVWR:
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Code	Description	Class	MSRP
P2D	Base Vehicle Price (P2D)	STD	26,780.00
Packages			
100A	Equipment Group 100A (998) Engine: 3.5L Ti-VCT V6 (FFV) : Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.5L Ti-VCT V6 engine shipped to Federal Emissions States or Cross Border State dealers and is only available with a Federal emissions system. (FFV system not available with code 422 and requires code 936 or 423 if applicable for California Emissions State dealer destinations). Cross border states include AZ, DC, ID, NH, NV, OH, VA, WV. ; (44J) Transmission: 6-Speed SelectShift Automatic : Includes sport mode and shifter button activation.; (TCK) Tires: P235/60R17 A/S BSW; (64F) Wheels: 17" Painted Aluminum; (7) Cloth Bucket Seats : Includes 6-way power driver and passenger seat (fore/aft, up/down, tilt) with manual lumbar and recline.; (STDRD) Radio: AM/FM Stereo/Single CD/MP3 Capable : Includes 6 speakers and audio input jack.	OPT	N/C
Powertrain			
998	Engine: 3.5L Ti-VCT V6 (FFV) Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.5L Ti-VCT V6 engine shipped to Federal Emissions States or Cross Border State dealers and is only available with a Federal emissions system. (FFV system not available with code 422 and requires code 936 or 423 if applicable for California Emissions State dealer destinations). Cross border states include AZ, DC, ID, NH, NV, OH, VA, WV. . Not Standard Equipment in CA Emissions States. Torque: 254 ft.lbs. @ 4000 rpm.	INC	Included
44J	Transmission: 6-Speed SelectShift Automatic Includes sport mode and shifter button activation.	INC	Included

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05210732 12/26/2013

Selected Options Continued

Prepared For: City of Clear Lake
 Prepared By: Kelly Als
 Dealership: Pritchard Family Auto Stores

Code	Description	Class	MSRP
Wheels & Tires			
TCK	Tires: P235/60R17 A/S BSW	INC	Included
64F	Wheels: 17" Painted Aluminum	INC	Included
Seats & Seat Trim			
7	Cloth Bucket Seats <i>Includes 6-way power driver and passenger seat (fore/aft, up/down, tilt) with manual lumbar and recline.</i>	INC	Included
Other Options			
PAINT	Monotone Paint Application	STD	N/C
STDRD	Radio: AM/FM Stereo/Single CD/MP3 Capable <i>Includes 6 speakers and audio input jack.</i>	INC	Included
Interior Colors For : Primary w/SE			
7D	Dune	OPT	N/C
Primary Colors For : Primary w/SE			
J4	Deep Impact Blue Metallic	OPT	N/C
Vehicle Subtotal			\$26,780.00
Destination			\$825.00
Vehicle Subtotal (including Destination)			\$27,605.00

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05210732 12/26/2013

RESOLUTION # _____

A RESOLUTION SETTING THE SALARIES FOR APPOINTED OFFICERS AND EMPLOYEES OF THE CITY OF CLEAR LAKE FOR THE 2014-2015 BUDGET YEAR

BE IT RESOLVED BY THE COUNCIL FOR THE CITY OF CLEAR LAKE, IOWA, THAT:

SECTION 1. THE FOLLOWING PERSONS AND POSITIONS NAMED SHALL BE PAID THE SALARIED OR WAGES INDICATED AND THE CLERK IS AUTHORIZED TO ISSUE WARRANTS/CHECKS, LESS LEGALLY REQUIRED OR AUTHORIZED DEDUCTIONS FROM THE AMOUNTS SET OUT BELOW, ON A BIWEEKLY BASIS, AND TO MAKE SUCH CONTRIBUTION TO THE IPERS AND SOCIAL SECURITY OR OTHER PURPOSE AS REQUIRED BY LAW OR AUTHORIZED BY THE COUNCIL, ALL SUBJECT TO AUDIT AND REVIEW BY THE COUNCIL.

Police Department:

R P McChesney	Acting Police Chief	34.37 hour
P A Chizek	Lieutenant	29.88 hour
D R Ryg-Eskildsen	Lieutenant	29.65 hour
R R Eskildsen	Detective	25.44 hour
K A Borrill	Patrolman II	25.02 hour
J L Schade	Patrolman II	24.80 hour
D E Anderson	Patrolman II	24.80 hour
Z L Hall	Patrolman II	24.57 hour
T M Reimann	Patrolman II	24.57 hour
C D Gute	Patrolman II	24.85 hour
E B Hythecker	Patrolman II	24.35 hour
J B O'Keefe	Patrolman II	24.35 hour
B J Trapp	Patrolman II	24.35 hour
M A Kappmeyer	Patrolman I	21.08 hour
J L Green	Patrolman I-Part Time	24.35 hour
D W Jenson	Patrolman I-Part Time	21.08 hour
C L Yates	Secretary	20.92 hour
B G Havill	Dispatcher	19.14 hour
L K Collins	Dispatcher	18.46 hour
T M Kappmeyer	Dispatcher	18.20 hour
W M Feldt	Dispatcher	16.50 hour
L W Bartusek	Dispatcher-Part Time	18.20 hour
R K Radechel	Dispatcher-Part Time	16.50 hour

Fire/Ambulance Department:

D D Meyers	Chief	553.74 month
N A Pate	Dispatcher	18.46 hour
D G Phinney	Paramedic	17.52 hour
M E Lewerke	Paramedic	17.52 hour
B A Boyles	Paramedic	17.30 hour
G S Dye Jr	EMT - Part Time	17.30 hour
R J Schoon	EMT - Part Time	17.30 hour
J T Massman	EMT - Part Time	17.30 hour
C D Borchert	EMT - Part Time	17.30 hour
T Buhr	EMT - Part Time	16.63 hour
J M Cahoon	EMT - Part Time	16.63 hour
K D Hulling	EMT - Part Time	15.95 hour
T T Kline	EMT - Part Time	15.95 hour
R C Nelson	EMT - Part Time	15.95 hour
D C Hess	EMT - Part Time	15.95 hour

Library:

M J Boyes	Acting Librarian	19.65 hour
C D Hanson	Part Time	12.82 hour
K A Fick	Part Time	11.38 hour
P A Caron	Part Time	10.77 hour
K A Koopman	Part Time	10.24 hour
D K Tudor	Part Time	10.24 hour
D A Harrenstein	Part Time	10.08 hour
H M Duesenberg	Part Time	9.91 hour
M T Josten	Part Time	9.91 hour
B L Holden	Part Time	9.61 hour
J A Kasper	Part Time	9.27 hour
S E Bergan	Part Time	8.97 hour

Parks & Recreation:

R J Miller	Director	1,861.60 biweekly
S Story	Assistant to the Director	16.03 hour
T L Peterson	Park Maintenance - P/T	14.65 hour

Public Works:

J A Weigel	PWD Director	3,098.40 biweekly
M H Meyers	PWD Secretary - Part Time	11.94 hour
J A Marino	Building Inspector	2,392.00 biweekly
D E Whitehurst	PWD Shift Leader	25.24 hour
G A Farwell	Water Plant Supt.	24.64 hour
P J Fredriksen	Chief Water Plant Operator	24.20 hour
D A Wood	PWD Employee	23.00 hour
S M Bieber	PWD Employee	22.78 hour
R J Haag	PWD Employee	22.78 hour
D M Kelly	PWD Employee	22.54 hour
D R Rinnels	PWD Employee	22.54 hour
J M Monson	PWD Employee	22.32 hour
A L Theiss	PWD Employee	20.25 hour
J M Morrow	PWD Employee	18.00 hour
M A Hullinger	PWD Employee - Part Time	14.56 hour

Policy & Administration:

S L Flory	City Administrator	3,968.80 biweekly
L J Nelson	Finance Officer	2,675.20 biweekly
J L Larsen	City Clerk	22.29 hour
H R Wheatcraft	Accounting Clerk	17.75 hour
E M Teeter	Utility Billing Clerk	16.79 hour
W D Bergman	Custodian - Part Time	9.14 hour

SECTION 2. BE IT FURTHER RESOLVED, THAT THE SALARIES AND WAGES FOR APPOINTED OFFICIALS AND EMPLOYEES IDENTIFIED IN SECTION 1 ABOVE, SHALL BE INCREASED BY 1.5% EFFECTIVE JANUARY 1, 2015.

PASSED and APPROVED this 16th day of June, 2014.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk