



**REGULAR CITY COUNCIL MEETING  
AGENDA**

**Monday, February 12, 2024**

**6:30 P.M**

**Carlisle City Hall Council Chamber, 100 N. 1<sup>st</sup> St.**

Join Zoom Meeting - <https://zoom.us/j/9951930479>

Meeting ID: 995 193 0479

One tap mobile – Call 1-312-626-6799, enter 995 193 0479# when prompted

We encourage all videoconferencing or calling in to let staff know who you are for the record and then mute your microphone or phone until you would like to speak to provide a better overall experience.

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**The following agenda items will be considered:**

**CALL MEETING TO ORDER / ROLL CALL BY CITY CLERK**

**PLEDGE OF ALLEGIANCE**

**CITIZEN PARTICIPATION**

(Participants are asked to use podium and state name and address. Comments limited to 3 minutes.)

**PRESENTATIONS**

**CONSENT AGENDA & POSSIBLE ACTION** (Council may pull any item on consent agenda for separate action)

- Approval of Council Minutes From January 22, 2024
- Approval of Bills in Amount of \$36,312.22
- Approval of Brian Johns Filling Library Board Vacancy Ending June 30, 2026 Effective Immediately
- Approval of Engagement Letter With Ahlers & Cooney For Amended and Restated Carlisle City-wide Urban Revitalization Plan
- Approval of Appointing Deven Markley as Mid Iowa Planning Alliance (MIPA) Representative
- Approval of Generator Maintenance Agreement
- Approval of Resignation of Russ Coate

**OLD AND NEW BUSINESS & POSSIBLE ACTION**

- Discussion On Request for Allowing Chickens In Town (Jennifer Clemons)
- Discussion and Possible Action On Rob Fleming Request for Creation of Hunting Ordinance
- Discussion and Possible Action on No Parking Consideration for N. 5<sup>th</sup> Street & Pennsylvania Street (Chief Matt Koch)
- Continue Public Hearing On 28E Agreement for Joining Warrencom Joint Dispatch
- Discussion and Possible Action On 28E Agreement for Joining Warrencom Joint Dispatch (Remove from Table)
- Discussion on FY2025 Budget

**DEPARTMENT REPORTS**

**CITY ATTORNEY REPORT**



**UPCOMING EVENTS AND INFORMATION OF NOTE TO COUNCIL**

**PRESENTATIONS**

Relocate to Police Department for Facility Tour

**ADJOURNMENT**

\*\* PLEASE NOTE THAT THIS AGENDA MAY CHANGE UP TO 24 HOURS PRIOR TO THE MEETING \*\*

# **CITY OF CARLISLE REGULAR CITY COUNCIL MEETING MINUTES**

**January 22, 2024; 6:30 P.M.**

**Carlisle 100 N 1<sup>st</sup> Street, Carlisle, IA**

Roll Call: Elected Officials present; Mayor Drew Merrifield, Justin Brower, Krista Beck, Doug Hammerad, Beth Sauter, and Dan Carver constituting a quorum. Also present; City Clerk Shalee Crispen, City Admin. Deven Markley, City Attorney Robert Stuyvesant, Police Chief Matt Koch, Electric Sup. Don Miller, and Public Works Sup. Tony Rhinehart. Mayor Merrifield called the meeting to order at 6:31 P.M.

## **CITIZEN PARTICIPATION**

Doug Eichholz Warren County Attorney spoke on the work that the Carlisle Police department has been doing.

## **PRESENTATIONS**

Chief Matt Koch presented the department award for firearms to Sgt. Dave Larson.

Warren County Attorney Doug Eichholz presented the police department award for most OWI's to Derrick Sperry.

Chief Matt Koch presented the award for officer of the year to SRO Lucas Hauser.

**CONSENT AGENDA & POSSIBLE ACTION** (Council may pull any item on consent agenda for separate action) Motion by Hammerand, seconded by Brower, to approve the following consent agenda items. Motion passed unanimously on a roll call vote.

Approval of Council Minutes From December 28, 2023, January 8, 2024, and January 13, 2024 Budget Meeting (receive and file)

Approval of Bills in Amount of \$36,312.22

Approval of Snow Plow Mount for 2006 Chevy Purchase In Amount Not To Exceed \$3,034.00

Approval of Snow Blower Attachment Purchase In Amount Not To Exceed \$5,300.00

## **OLD AND NEW BUSINESS & POSSIBLE ACTION**

Deven went through the 2024 City Council Goals. Deven spoke on getting the goals put together more and ready to push out. Motion by Beck, seconded by Hammerand to move forward with putting goals together. Motion carried unanimously on a roll call vote.

Deven went through updated budget numbers. Deven presented on other budgets that were not covered at the budget workshop – Cemetery, Animal Control, Solid Waste, and Mosquito. There were questions on saving any additional funds. Department heads will discuss their budget more as well.

Staff spoke on current Tax abatement policy. Deven noted that he is working with Nathan at Ahlers and Cooney to see what our options are with keeping, keeping some of it, letting it sunset, and if we can make it more specific. Staff will continue to investigate the options and bring back to Council.

Staff gave update on current credit card policy and the updated policy. Motion by Brower, seconded by Hammerand to approve purchasing credit card policy.

## **DEPARTMENT REPORTS**

Police Department Hiring Update – Chief Matt Koch spoke on having a current hiring process open since November 2023.

## **MAYOR & COUNCIL**

Drew reiterated that he talks to legislatures all the time and if there is something a Council person or anyone wants to let them know to reach out to Drew.

Doug will be gone on at the February 12, 2024 Council meeting.

## **UPCOMING EVENTS AND INFORMATION OF NOTE TO COUNCIL**

Chamber Annual Dinner – January 27, 2024 – Toad Valley Golf Course

**PRESENTATIONS**

Paige Smothers from the Carlisle Chamber gave an update on the Chamber. Paige spoke about their planning session they had as well as the annual Chamber dinner on January 27, 2024.

Council Relocated to Electric Department for Facility Tour at 8:53 P.M.

Motion by Sauter, seconded by Hammerand to Adjourn at 10:08 P.M. Motion carried unanimously on roll call vote.

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Drew Merrifield, Mayor

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Shalee Crispen, City Clerk

NOTE: Minutes are unofficial until approved by Council-final approval may include corrections as necessary

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE	GENERAL FUND	NORRIS AUTOMOTIVE SERVICE INC	PD #110 OIL CHANGE	152.92
			PD #111-OIL LEAC, CHECK+CH	120.64
		DAVE LARSON	PD MONTHLY SRO MEETING	7.00
			PD MONTHLY SRO MEETING	26.70
		MID-STATES ORGANIZED CRIME INF CENTER	PD 2024 MEMBERSHIP	100.00
		CYBER SOLUTIONS, LLC	PD JAN. INTERNET SERVICES	4,171.01
		DEYARMAN	PD #108 BUMPER REPAIR	492.79
		SERVICE PROVIDERS ASSOCIATION	PD FEB SERVICES	235.00
		MECHANICAL SALES PARTS IOWA, INC	PD AIR FILTERS	94.00
		KAMERON KINMONTH	HEADPHONE, GLASSES, ATTACH	143.17
		IOWA PRISON INDUSTRIES	PD UPDATED CITE BOOKS	<u>521.13</u>
			TOTAL:	6,064.36
		FIRE DEPARTMENT	GENERAL FUND	RELIANT FIRE APPARATUS INC
CYBER SOLUTIONS, LLC	FIRE IT			
MED COMPASS	EMS PHYSICALS			<u>4,845.00</u>
	TOTAL:			7,081.10
EMS	GENERAL FUND	BOUND TREE MEDICAL LLC	EMS MED RESTOCK	20.70
			IOWA MEDICAID ENTERPRISE	FIRE GEMT
		FIRE SERVICE TRAINING BUREAU	FIRE INSTRUCTOR CLASS BOOK	88.05
			EMS FIRE INSPECTOR CLASS	50.00
		FIRST MEDICAL INC	FIRE/EMS MED RESTOCK	259.45
		GALL'S INC.	FIRE JOB SHIRT BRANDON SJU	<u>77.93</u>
		TOTAL:	1,033.75	
BUILDING INSPECTIONS	GENERAL FUND	SAFE BUILDING COMPLIANCE AND TECHNOLOG	DEC BLDG PERMITS	450.00
			JAN BLDG PERMIT	<u>75.00</u>
			TOTAL:	525.00
ANIMAL CONTROL	GENERAL FUND	CARLISLE VETERINARY CLINIC	JAN ANIMAL CONTROL	302.42
			DEC ANIMAL CONTROL	<u>150.00</u>
			TOTAL:	452.42
SOLID WASTE	GENERAL FUND	METRO WASTE AUTHORITY	DEC CURB IT	7,304.86
			DEC GARBAGE	18,182.76
			JAN CURBIT!	7,318.48
			JAN SOLID WASTE	<u>18,233.31</u>
			TOTAL:	51,039.41
AQUATIC CENTER	GENERAL FUND	SUPERIOR PAINTING & EXPOXY COATINGS LL	PARKS POOL PAINTING	<u>880.00</u>
			TOTAL:	880.00
PARKS	GENERAL FUND	PEAK SOFTWARE SYSTEMS, INC	PRK SPORTSMAN SOFTWARE REN	3,830.00
		CARLISLE CHAMBER OF COMMERCE	PRK PUMKIN FEST RAIN SPONS	350.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CART CASE	184.25
			BURNETT CASE	184.25
			EAVES HAMMER CASE	285.75
			JAN 24 LEGAL	<u>1,027.65</u>
			TOTAL:	2,234.75
CITY HALL	GENERAL FUND	LARRYS WINDOW SERVICE INC	CH WINDOW CLEANING	45.00
		STOREY KENWORTHY   MATT PARROTT	TAX FORMS 2023	292.16
		CYBER SOLUTIONS, LLC	CH, EL, PW. PRK IT	3,603.81
			CH, EL, PW, PRKS MONTHLY I	3,435.39
			CH PRINTER TONER	116.00
			IT FEES	11.70
			IT FEES	2.06
		AMAZON CAPITAL SERVICES	CH PAPER	275.94
			CH PAPER	39.99
		SERVICE PROVIDERS ASSOCIATION	CH MONTHLY CLEANING	<u>275.00</u>
			TOTAL:	8,097.05
CEMETERY	CEMETERY FUND	PETERSON FUNERAL HOME	CEM LOCATE	<u>50.00</u>
			TOTAL:	50.00
STREET DEPARTMENT	ROAD USE TAX	WESTSIDE MUFFLER & REPAIR INC	ST,WTR,SWR 2003 FORD PU RE	443.95
		DOWNEY TIRE SERVICE	ST,WTR,SWR BACKHOE TIRE	82.82
		TOMPKINS INDUSTRIES INC	ST PLOW REPAIR PARTS	10.58
		NORRIS AUTOMOTIVE SERVICE INC	WTR, STR, SWR UNIT 507 TIR	222.68
		ROBERTS HEATING & COOLING	WTR,SWR,ST SHOP HEATER REP	126.66
		SECTOR TECHNOLOGY GROUP	ST,WTR,SWR EM LIGHT 2017 E	811.50
		IOWA CONTRACTING, INC.	ST SNOW PILE HAULING	1,147.50
		CAPITAL CITY EQUIPMENT	ST,WTR,SWR S185 BOBCAT WIR	154.89
		HALLETT MATERIALS	ST ICE CONTROL SAND	864.36
		LARRY FLECK & SON TRUCKING	WTR,SWR,ST MATERIAL TRUCKI	306.65
			ST ICE CONTROL SAND	193.80
			ST GRANULAR SURTACIN GATWA	408.48
		MENARDS - DES MOINES	ST,WTR,SWR SHOP SUPPLIES	18.48
			ST MAILBOX REPAIRS	93.43
			ST,WTR,SWR SAFETY SUPPLIES	104.56
		O'REILLY AUTO PARTS	ST RETURN	25.00-
			ST,WTR,SWR TRANSFLUID- OIL	59.99
			WTR,ST,SWR SKIDLOADER REPA	16.79
			ST,WTR,SWR TRANS FLD #512	7.33
			ST,WTR,SWR PLOW LIGHYT #51	6.66
			SWR,WTR,ST BELT TENSIORNER	25.37
			ST SHOP TOOLS	8.99
			ST PLOW PARTS #513	14.34
			ST BRINE PUMP HOSE	6.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ITRON INC	YEARLY SOFTWARE MAINTENANC	500.98
		HAWKINS WATER TREATMENT	WTR WATER TREATMENT CHECMI	515.80
		ROBERTS HEATING & COOLING	WTR,SWR,ST SHOP HEATER REP	126.67
		CORE & MAIN	STR WATER TESTING	477.78
		SECTOR TECHNOLOGY GROUP	ST,WTR,SWR EM LIGHT 2017 E	811.50
		MAGUIRE IRON, INC.	WATER TOWER MAIN AGREEMENT	14,883.75
		CAPITAL CITY EQUIPMENT	ST,WTR,SWR S185 BOBCAT WIR	154.89
		HALLETT MATERIALS	WATER FILL SAND	1,247.76
		MICHEAL V KILLEN	WTR MAIN REPAIR 515 LEXING	2,000.00
			WTR MAIN REPAIR 335 MAIN	2,000.00
			WTR MAIN REPAIR 1335 S 5TH	2,000.00
		LARRY FLECK & SON TRUCKING	WTR,SWR,ST MATERIAL TRUCKI	306.65
		MENARDS - DES MOINES	ST,WTR,SWR SHOP SUPPLIES	18.48
			WATER SAMPLING	3.66
			ST,WTR,SWR SAFETY SUPPLIES	104.56
		MUNICIPAL SUPPLY INC	WTR MAIN REPAIR CLAMP	210.29
			WTR METERS	1,782.74
		O'REILLY AUTO PARTS	WTR CHLORINE TESTER BATTER	6.99
			ST,WTR,SWR TRANSFLUID- OIL	59.99
			WTR,ST,SWR SKIDLOADER REPA	16.79
			ST,WTR,SWR TRANS FLD #512	7.33
			ST,WTR,SWR PLOW LIGHYT #51	6.66
			SWR,WTR,ST BELT TENSIORNER	25.36
			BACKHOE REPAIR	10.93
			WTR FUEL CAP SKID LOADER	8.74
			ST/WTR/SWR PEF FLUID	7.33
			ST,WTR,SWR DECAL REMOVAL	33.32
		TRUCK EQUIPMENT INC.	WTR,SWR,ST PLOW REPAIR #50	398.53
		VAN WALL EQUIPMENT INC	ST,WTR,SWR SNOW BROOM REPA	117.31
			ST,WTR,SWR SNW BLWR JD	<u>1,766.67</u>
			TOTAL:	31,383.14
SEWER DEPARTMENT	SEWER FUND	WESTSIDE MUFFLER & REPAIR INC	ST,WTR,SWR 2003 FORD PU RE	443.95
		DOWNEY TIRE SERVICE	ST,WTR,SWR BACKHOE TIRE	82.83
		NORRIS AUTOMOTIVE SERVICE INC	WTR, STR, SWR UNIT 507 TIR	222.68
		ITRON INC	YEARLY SOFTWARE MAINTENANC	500.98
		ROBERTS HEATING & COOLING	WTR,SWR,ST SHOP HEATER REP	126.67
		VRY ENTERPRISE LLC DBA POE ENTERPRISES	SWR LAB SAMPLE DELIVERY	279.25
		SECTOR TECHNOLOGY GROUP	ST,WTR,SWR EM LIGHT 2017 E	811.50
		CAPITAL CITY EQUIPMENT	ST,WTR,SWR S185 BOBCAT WIR	154.88
		IOWA DEPARTMENT OF NATURAL RESOURCES	SWR DNR STORMWATER PERMIT	700.00
		LARRY FLECK & SON TRUCKING	WTR,SWR,ST MATERIAL TRUCKI	306.65
		MENARDS - DES MOINES	ST,WTR,SWR SHOP SUPPLIES	18.48
			ST,WTR,SWR SAFETY SUPPLIES	104.55
		O'REILLY AUTO PARTS	ST,WTR,SWR TRANSFLUID- OIL	60.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ELECTRIC DEPARTMENT	ELECTRIC UTILITY F	ROBISON ELECTRIC LLC	EL. SERVICE CONVENIONS	1,535.71
		ITRON INC	YEARLY SOFTWARE MAINTENANC	501.00
		SPRINGER PEST SOLUTIONS	EL PEST CONTROL	41.80
		AMAZON CAPITAL SERVICES	EL POLE SAW CHAIN GEAR COV	36.69
		SERVICE PROVIDERS ASSOCIATION	EL CLEANING	214.00
		CONTINENTAL RESEARCH CORPORATION	EL SHOP DISINFECTANT CANS	<u>260.00</u>
			TOTAL:	2,589.20

===== FUND TOTALS =====

001	GENERAL FUND	82,361.34
002	CEMETERY FUND	50.00
110	ROAD USE TAX	7,434.96
600	WATER FUND	31,383.14
610	SEWER FUND	6,194.02
630	ELECTRIC UTILITY FUND	2,589.20

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GRAND TOTAL: 130,012.66  
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SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-CITY OF CARLISLE  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 2/12/2024 THRU 2/12/2024  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PAYROLL SELECTION

PAYROLL EXPENSES: NO  
EXPENSE TYPE: N/A  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PRINT OPTIONS

PRINT DATE: None  
SEQUENCE: By Department  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: COUNCIL BILLS TO BE APPROVED 2/12/2024  
SIGNATURE LINES: 0

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PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO  
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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LAHLERS & COONEY PC	2024 OLD DOCS	GENERAL FUND	LEGAL SERVICES	<u>40.10</u>
			TOTAL:	40.10
AMAZON CAPITAL SERVICES	CH PAPER	GENERAL FUND	CITY HALL	275.94
	CH PAPER	GENERAL FUND	CITY HALL	39.99
	EL POLE SAW CHAIN GEAR COV	ELECTRIC UTILITY F	ELECTRIC DEPARTMENT	<u>36.69</u>
			TOTAL:	352.62
BOUND TREE MEDICAL LLC	EMS MED RESTOCK	GENERAL FUND	EMS	<u>20.70</u>
			TOTAL:	20.70
BRUENING ROCK PRODUCTS INC	WTR FILL ROCK WATERMAIN RE	WATER FUND	WATER DEPARTMENT	<u>1,022.23</u>
			TOTAL:	1,022.23
CAPITAL CITY EQUIPMENT	ST,WTR,SWR S185 BOBCAT WIR ROAD USE TAX		STREET DEPARTMENT	154.89
	ST,WTR,SWR S185 BOBCAT WIR WATER FUND		WATER DEPARTMENT	154.89
	ST,WTR,SWR S185 BOBCAT WIR SEWER FUND		SEWER DEPARTMENT	<u>154.88</u>
			TOTAL:	464.66
CARLISLE CHAMBER OF COMMERCE	PRK PUMKIN FEST RAIN SPONS	GENERAL FUND	PARKS	<u>350.00</u>
			TOTAL:	350.00
CARLISLE VETERINARY CLINIC	JAN ANIMAL CONTROL	GENERAL FUND	ANIMAL CONTROL	302.42
	DEC ANIMAL CONTROL	GENERAL FUND	ANIMAL CONTROL	<u>150.00</u>
			TOTAL:	452.42
CONTINENTAL RESEARCH CORPORATION	EL SHOP DISINFECTANT CANS	ELECTRIC UTILITY F	ELECTRIC DEPARTMENT	<u>260.00</u>
			TOTAL:	260.00
CORE & MAIN	STR WATER TESTING	WATER FUND	WATER DEPARTMENT	<u>477.78</u>
			TOTAL:	477.78
CYBER SOLUTIONS, LLC	PD JAN. INTERNET SERVICES	GENERAL FUND	POLICE	4,171.01
	FIRE IT	GENERAL FUND	FIRE DEPARTMENT	1,293.95
	IPAD CASE- SAUTER	GENERAL FUND	CITY COUNCIL	48.50
	CH, EL, PW. PRK IT	GENERAL FUND	CITY HALL	3,603.81
	CH, EL, PW, PRKS MONTHLY I	GENERAL FUND	CITY HALL	3,435.39
	CH PRINTER TONER	GENERAL FUND	CITY HALL	116.00
	IT FEES	GENERAL FUND	CITY HALL	11.70
	IT FEES	GENERAL FUND	CITY HALL	<u>2.06</u>
			TOTAL:	12,682.42
DAVE LARSON	PD MONTHLY SRO MEETING	GENERAL FUND	POLICE	7.00
	PD MONTHLY SRO MEETING	GENERAL FUND	POLICE	<u>26.70</u>
			TOTAL:	33.70

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>138.05</u>
FIRST MEDICAL INC	FIRE/EMS MED RESTOCK	GENERAL FUND	EMS	<u>259.45</u>
			TOTAL:	259.45
GALL'S INC.	FIRE JOB SHIRT BRANDON SJU	GENERAL FUND	EMS	<u>77.93</u>
			TOTAL:	77.93
HALLETT MATERIALS	ST ICE CONTROL SAND	ROAD USE TAX	STREET DEPARTMENT	864.36
	WATER FILL SAND	WATER FUND	WATER DEPARTMENT	<u>1,247.76</u>
			TOTAL:	2,112.12
HAWKINS WATER TREATMENT	WTR WATER TREATMENT CHECMI	WATER FUND	WATER DEPARTMENT	<u>515.80</u>
			TOTAL:	515.80
IOWA CONTRACTING, INC.	ST SNOW PILE HAULING	ROAD USE TAX	STREET DEPARTMENT	<u>1,147.50</u>
			TOTAL:	1,147.50
IOWA DEPARTMENT OF NATURAL RESOURCES	SWR DNR STORMWATER PERMIT	SEWER FUND	SEWER DEPARTMENT	<u>700.00</u>
			TOTAL:	700.00
IOWA MEDICAID ENTERPRISE	FIRE GEMT	GENERAL FUND	EMS	<u>537.62</u>
			TOTAL:	537.62
IOWA PARK & RECREATION ASSOCIATION	PRKS CPO CLASS	GENERAL FUND	PARKS	<u>350.00</u>
			TOTAL:	350.00
IOWA PRISON INDUSTRIES	PD UPDATED CITE BOOKS	GENERAL FUND	POLICE	<u>521.13</u>
			TOTAL:	521.13
ITRON INC	YEARLY SOFTWARE MAINTENANC	WATER FUND	WATER DEPARTMENT	500.98
	YEARLY SOFTWARE MAINTENANC	SEWER FUND	SEWER DEPARTMENT	500.98
	YEARLY SOFTWARE MAINTENANC	ELECTRIC UTILITY F	ELECTRIC DEPARTMENT	<u>501.00</u>
			TOTAL:	1,502.96
JEFFRIES CLEANING LLC	PRKS COMM BLDG CLEANING	GENERAL FUND	COMMUNITY CENTER	<u>375.00</u>
			TOTAL:	375.00
KAMERON KINMONTH	HEADPHONE, GLASSES, ATTACH	GENERAL FUND	POLICE	<u>143.17</u>
			TOTAL:	143.17
LARRY FLECK & SON TRUCKING	WTR,SWR,ST MATERIAL TRUCKI	ROAD USE TAX	STREET DEPARTMENT	306.65
	ST ICE CONTROL SAND	ROAD USE TAX	STREET DEPARTMENT	193.80
	ST GRANULAR SURTACIN GATWA	ROAD USE TAX	STREET DEPARTMENT	408.48
	WTR,SWR,ST MATERIAL TRUCKI	WATER FUND	WATER DEPARTMENT	306.65

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MED COMPASS	EMS PHYSICALS	GENERAL FUND	FIRE DEPARTMENT	<u>4,845.00</u>
			TOTAL:	4,845.00
MENARDS - DES MOINES	ST,WTR,SWR SHOP SUPPLIES	ROAD USE TAX	STREET DEPARTMENT	18.48
	ST MAILBOX REPAIRS	ROAD USE TAX	STREET DEPARTMENT	93.43
	ST,WTR,SWR SAFETY SUPPLIES	ROAD USE TAX	STREET DEPARTMENT	104.56
	ST,WTR,SWR SHOP SUPPLIES	WATER FUND	WATER DEPARTMENT	18.48
	WATER SAMPLING	WATER FUND	WATER DEPARTMENT	3.66
	ST,WTR,SWR SAFETY SUPPLIES	WATER FUND	WATER DEPARTMENT	104.56
	ST,WTR,SWR SHOP SUPPLIES	SEWER FUND	SEWER DEPARTMENT	18.48
	ST,WTR,SWR SAFETY SUPPLIES	SEWER FUND	SEWER DEPARTMENT	<u>104.55</u>
			TOTAL:	466.20
METRO WASTE AUTHORITY	DEC CURB IT	GENERAL FUND	SOLID WASTE	7,304.86
	DEC GARBAGE	GENERAL FUND	SOLID WASTE	18,182.76
	JAN CURBIT!	GENERAL FUND	SOLID WASTE	7,318.48
	JAN SOLID WASTE	GENERAL FUND	SOLID WASTE	<u>18,233.31</u>
			TOTAL:	51,039.41
MICHEAL V KILLEN	WTR MAIN REPAIR 515 LEXING	WATER FUND	WATER DEPARTMENT	2,000.00
	WTR MAIN REPAIR 335 MAIN	WATER FUND	WATER DEPARTMENT	2,000.00
	WTR MAIN REPAIR 1335 S 5TH	WATER FUND	WATER DEPARTMENT	<u>2,000.00</u>
			TOTAL:	6,000.00
MID-STATES ORGANIZED CRIME INF CENTER	PD 2024 MEMBERSHIP	GENERAL FUND	POLICE	<u>100.00</u>
			TOTAL:	100.00
MUNICIPAL SUPPLY INC	WTR MAIN REPAIR CLAMP	WATER FUND	WATER DEPARTMENT	210.29
	WTR METERS	WATER FUND	WATER DEPARTMENT	<u>1,782.74</u>
			TOTAL:	1,993.03
NORRIS AUTOMOTIVE SERVICE INC	PD #110 OIL CHANGE	GENERAL FUND	POLICE	152.92
	PD #111-OIL LEAC, CHECK+CH	GENERAL FUND	POLICE	120.64
	WTR, STR, SWR UNIT 507 TIR ROAD USE TAX		STREET DEPARTMENT	222.68
	WTR, STR, SWR UNIT 507 TIR WATER FUND		WATER DEPARTMENT	222.68
	WTR, STR, SWR UNIT 507 TIR SEWER FUND		SEWER DEPARTMENT	<u>222.68</u>
			TOTAL:	941.60
O'REILLY AUTO PARTS	ST RETURN	ROAD USE TAX	STREET DEPARTMENT	25.00-
	ST,WTR,SWR TRANSFLUID- OIL	ROAD USE TAX	STREET DEPARTMENT	59.99
	WTR,ST,SWR SKIDLOADER REPA	ROAD USE TAX	STREET DEPARTMENT	16.79
	ST,WTR,SWR TRANS FLD #512	ROAD USE TAX	STREET DEPARTMENT	7.33
	ST,WTR,SWR PLOW LIGHYT #51	ROAD USE TAX	STREET DEPARTMENT	6.66
	SWR,WTR,ST BELT TENSIORNER	ROAD USE TAX	STREET DEPARTMENT	25.37
	ST SHOP TOOLS	ROAD USE TAX	STREET DEPARTMENT	8.99

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WTR FUEL CAP SKID LOADER	WATER FUND	WATER DEPARTMENT	8.74
	ST/WTR/SWR PEF FLUID	WATER FUND	WATER DEPARTMENT	7.33
	ST,WTR,SWR DECAL REMOVAL	WATER FUND	WATER DEPARTMENT	33.32
	ST,WTR,SWR TRANSFLUID- OIL	SEWER FUND	SEWER DEPARTMENT	60.00
	WTR,ST,SWR SKIDLOADER REPA	SEWER FUND	SEWER DEPARTMENT	16.78
	ST,WTR,SWR TRANS FLD #512	SEWER FUND	SEWER DEPARTMENT	7.32
	ST,WTR,SWR PLOW LIGHYT #51	SEWER FUND	SEWER DEPARTMENT	6.67
	SWR,WTR,ST BELT TENSIORNER	SEWER FUND	SEWER DEPARTMENT	25.36
	SWR BUCKET BROOM REPAIR	SEWER FUND	SEWER DEPARTMENT	2.32
	ST/WTR/SWR PEF FLUID	SEWER FUND	SEWER DEPARTMENT	7.32
	ST,WTR,SWR DECAL REMOVAL	SEWER FUND	SEWER DEPARTMENT	<u>33.33</u>
			TOTAL:	504.65
PEAK SOFTWARE SYSTEMS, INC	PRK SPORTSMAN SOFTWARE REN	GENERAL FUND	PARKS	<u>3,830.00</u>
			TOTAL:	3,830.00
PETERSON FUNERAL HOME	CEM LOCATE	CEMETERY FUND	CEMETERY	<u>50.00</u>
			TOTAL:	50.00
RELIANT FIRE APPARATUS INC	EMS FIX VALVE ON 461	GENERAL FUND	FIRE DEPARTMENT	<u>942.15</u>
			TOTAL:	942.15
ROBERTS HEATING & COOLING	WTR,SWR,ST SHOP HEATER REP	ROAD USE TAX	STREET DEPARTMENT	126.66
	WTR,SWR,ST SHOP HEATER REP	WATER FUND	WATER DEPARTMENT	126.67
	WTR,SWR,ST SHOP HEATER REP	SEWER FUND	SEWER DEPARTMENT	<u>126.67</u>
			TOTAL:	380.00
ROBISON ELECTRIC LLC	EL. SERVICE CONVENIONS	ELECTRIC UTILITY F	ELECTRIC DEPARTMENT	<u>1,535.71</u>
			TOTAL:	1,535.71
SAFE BUILDING COMPLIANCE AND TECHNOLOG	DEC BLDG PERMITS	GENERAL FUND	BUILDING INSPECTIONS	450.00
	JAN BLDG PERMIT	GENERAL FUND	BUILDING INSPECTIONS	<u>75.00</u>
			TOTAL:	525.00
SECTOR TECHNOLOGY GROUP	ST,WTR,SWR EM LIGHT 2017 E	ROAD USE TAX	STREET DEPARTMENT	811.50
	ST,WTR,SWR EM LIGHT 2017 E	WATER FUND	WATER DEPARTMENT	811.50
	ST,WTR,SWR EM LIGHT 2017 E	SEWER FUND	SEWER DEPARTMENT	<u>811.50</u>
			TOTAL:	2,434.50
SERVICE PROVIDERS ASSOCIATION	PD FEB SERVICES	GENERAL FUND	POLICE	235.00
	CH MONTHLY CLEANING	GENERAL FUND	CITY HALL	275.00
	EL CLEANING	ELECTRIC UTILITY F	ELECTRIC DEPARTMENT	<u>214.00</u>
			TOTAL:	724.00
SPRINGER PEST SOLUTIONS	EL PEST CONTROL	ELECTRIC UTILITY F	ELECTRIC DEPARTMENT	<u>41.80</u>

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SUPERIOR PAINTING & EXPOXY COATINGS LL	PARKS POOL PAINTING	GENERAL FUND	AQUATIC CENTER	<u>880.00</u>
			TOTAL:	880.00
TOMPKINS INDUSTRIES INC	ST PLOW REPAIR PARTS	ROAD USE TAX	STREET DEPARTMENT	<u>10.58</u>
			TOTAL:	10.58
TRUCK EQUIPMENT INC.	WTR,SWR,ST PLOW REPAIR #50	ROAD USE TAX	STREET DEPARTMENT	398.53
	WTR,SWR,ST PLOW REPAIR #50	WATER FUND	WATER DEPARTMENT	398.53
	WTR,SWR,ST PLOW REPAIR #50	SEWER FUND	SEWER DEPARTMENT	<u>398.53</u>
			TOTAL:	1,195.59
VAN WALL EQUIPMENT INC	ST,WTR,SWR SNOW BROOM REPA	ROAD USE TAX	STREET DEPARTMENT	117.31
	ST,WTR,SWR SNW BLWR JD	ROAD USE TAX	STREET DEPARTMENT	1,766.67
	ST,WTR,SWR SNOW BROOM REPA	WATER FUND	WATER DEPARTMENT	117.31
	ST,WTR,SWR SNW BLWR JD	WATER FUND	WATER DEPARTMENT	1,766.67
	ST,WTR,SWR SNOW BROOM REPA	SEWER FUND	SEWER DEPARTMENT	117.31
	ST,WTR,SWR SNW BLWR JD	SEWER FUND	SEWER DEPARTMENT	<u>1,766.66</u>
			TOTAL:	5,651.93
EVRY ENTERPRISE LLC DBA POE ENTERPRISES	SWR LAB SAMPLE DELIVERY	SEWER FUND	SEWER DEPARTMENT	<u>279.25</u>
			TOTAL:	279.25
WESTSIDE MUFFLER & REPAIR INC	ST,WTR,SWR 2003 FORD PU RE	ROAD USE TAX	STREET DEPARTMENT	443.95
	ST,WTR,SWR 2003 FORD PU RE	WATER FUND	WATER DEPARTMENT	443.95
	ST,WTR,SWR 2003 FORD PU RE	SEWER FUND	SEWER DEPARTMENT	<u>443.95</u>
			TOTAL:	1,331.85

===== FUND TOTALS =====

001	GENERAL FUND	82,361.34
002	CEMETERY FUND	50.00
110	ROAD USE TAX	7,434.96
600	WATER FUND	31,383.14
610	SEWER FUND	6,194.02
630	ELECTRIC UTILITY FUND	2,589.20

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 GRAND TOTAL: 130,012.66  
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SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-CITY OF CARLISLE  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 2/12/2024 THRU 2/12/2024  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
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PAYROLL SELECTION

PAYROLL EXPENSES: NO  
EXPENSE TYPE: N/A  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
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PRINT OPTIONS

PRINT DATE: None  
SEQUENCE: By Vendor Name  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: COUNCIL BILLS TO BE APPROVED 2/12/2024  
SIGNATURE LINES: 0  
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PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO  
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**Ahlers & Cooney, P.C.**  
*Attorneys at Law*  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
**Phone:** 515-243-7611  
**Fax:** 515-243-2149  
**[www.ahlerslaw.com](http://www.ahlerslaw.com)**  
Nathan J. Overberg  
515.246.0329  
[noverberg@ahlerslaw.com](mailto:noverberg@ahlerslaw.com)

January 31, 2024

Sent via email: [dmarkley@carlisleiowa.org](mailto:dmarkley@carlisleiowa.org)

Deven Markley  
City Administrator  
City of Carlisle  
100 N. 1st Street  
Carlisle, Iowa 50047

RE: Engagement Letter – Amended and Restated Carlisle City-Wide Urban Revitalization Plan

Dear Deven:

The purpose of this Engagement Agreement (“Agreement”) is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Carlisle, Iowa (the “City”) in connection with an Amended and Restated Carlisle City-Wide Urban Revitalization Plan (the “Plan”) for the Carlisle City-Wide Urban Revitalization Area (the “Urban Revitalization Area”), in accordance with Iowa Code Chapter 404.

### **SCOPE OF ENGAGEMENT**

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare the Amended and Restated Plan (“Plan”);
2. Prepare letters of instructions, notices of meetings, and partial agendas for City Council proceedings related to the Plan;
3. Prepare proceedings for a resolution setting the date of a public hearing on the Plan;
4. Prepare proceedings to be used on the date fixed for the public hearing and adoption of the Plan;
5. Answer questions and advise City staff and the Council throughout the adoption process for the Plan; and
6. Complete a transcript file record related to the adoption of the Plan.



Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the services provided and the fees charged hereunder do not include:

1. Defending any legal challenges to or arising out of the Plan;
2. Acting in a financial advisory role;
3. Administering the Urban Revitalization Area or Urban Revitalization Plan after the adoption of the Plan (and after completion of the transcript file on the Plan); or
4. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Council meetings in order to accomplish our work. We will be coordinating our services with you and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney, unless special arrangements are made for our participation.

#### **ATTORNEY-CLIENT RELATIONSHIP**

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Plan is adopted/approved by the Council and our final invoice has been paid.

#### **FEES**

The attorneys working in the economic development practice area of the firm, including Nathan Overberg and Jenna Sabroske, will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Mr. Overberg's 2024 hourly rate is \$340 and Ms. Sabroske's rate is \$270. Work performed by other attorneys will be billed at their 2024 hourly rate (from \$200-\$430 per hour). Work by legal assistants will be billed at \$140-\$155 per hour. Our rates are generally adjusted on an annual basis, as of January 1st of each year.

It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement

before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

**RECORDS**

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

**APPROVAL**

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date, and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this matter.

Ahlers & Cooney, P.C.

Sincerely,

By:



Nathan J. Overberg

Accepted and approved on behalf of the City Council of the City of Carlisle, Iowa\*

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

\*Authorized by action of the governing body, approved on \_\_\_\_\_, 2024.



## Appointment Form: MIPA Board Representative

Please complete the following form naming your jurisdiction’s representative to the MIPA Board of Directors for Calendar Year 2024. Each member jurisdiction has one representative on the board. Member jurisdictions will have the opportunity to renew or change board appointments at the end of each calendar year during the annual enrollment period.

Jurisdictions can appoint an elected official, staff member, or another designee to the MIPA Board of Directors.

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### CY 2024 Representative Information

*(Please fill in all information to ensure our contact records are up to date)*

<b>Jurisdiction</b>	Carlisle
<b>Name</b>	Deven Markley
<b>Title</b>	City Administrator
<b>Email address</b>	<a href="mailto:dmarkley@carlisleiowa.org">dmarkley@carlisleiowa.org</a>
<b>Phone number</b>	515-989-3224

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Please return this form affirming your board appointment via email to Andrew Collings at [acollings@dmampo.org](mailto:acollings@dmampo.org).



Supporting Community Development in  
Boone, Dallas, Jasper, Marion, Polk,  
Story, and Warren Counties.



*Business of the City Council*  
**Agenda Statement**

For the meeting of: **02/12/2024**

Item Title: **Emergency Generator maintenance agreement**

Contact Person: **Tony Rhinehart**

**SUMMARY EXPLANATION & HISTORY:**

You will find attached a preventative maintenance contract with Ziegler CAT for the ongoing maintenance of our standby generators at our water and wastewater facilities. These are critical pieces of infrastructure that we need to ensure we are doing all we can to make sure they will perform when needed. They provide power to our pumps and facilities during a loss of power.

**FUNDING:**

This will be funded proportionately by the water and wastewater budgets. This item is already factored into the budget.

**PROFESSIONAL REVIEW/OPINION (IF REQUIRED):**

[Click or tap here to enter text.](#)

**ALTERNATIVES:**

1. Approve the item.
2. Deny the request.
3. Staff should conduct further research.
4. No action at this time.

**RECOMMENDATION:**

Staff recommends approval of all associated restructuring items in consent.

**ATTACHMENTS:**

Ziegler maintenance contracts

12/18/2023

1500 ZIEGLER DRIVE NW  
ALTOONA, IA 50009  
WWW.ZIEGLERCAT.COM/POWER

To:  
TONY RHINEHART  
CITY OF CARLISLE  
PO BOX 430  
CARLISLE, IA 50047-0430

Dear Tony,

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :  
Model(s): D100-6 | D150-8 | D80-6 | D100-6 |  
Serial Number(s): D4B01190 | N6D01243 | D4B01142 | D4B01145 |

The payment price will not increase during the agreement period. If this agreement is acceptable, please sign, date, run copy for your file and return to me in the enclosed self-addressed envelope, fax to (515) 957-3879, or email to [Shane.Johnson@zieglercat.com](mailto:Shane.Johnson@zieglercat.com).

Please call me at 515-957-3903 with any questions you may have.

We appreciate your business and thank you.

Sincerely,



Shane Johnson  
Customer Support Representative

# CUSTOMER SUPPORT AGREEMENT

Date: 12/18/2023



Proposal No. 8178

1500 Ziegler Drive NW  
Altoona, IA 50009  
515-957-3800 / 800-342-7002

To:  
TONY RHINEHART  
CITY OF CARLISLE  
PO BOX 430  
CARLISLE, IA 50047-0430

Re:  
3 year Customer Support Agreement (CSA) for  
**MODEL:** D100-6 | D150-8 | D80-6 | D100-6 |  
**SERIAL:** D4B01190 | N6D01243 | D4B01142 | D4B01145 |

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## WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :

Model(s): D100-6 | D150-8 | D80-6 | D100-6 |

Serial Number(s): D4B01190 | N6D01243 | D4B01142 | D4B01145 |

**AGREEMENT START DATE:** 7/1/2024

**AGREEMENT END DATE:** 6/30/2027

**INVOICE FREQUENCY:**  Monthly

Annually

**INVOICE AMOUNT:** \$682.59

\$7,781.49

Annual pricing reflects a 5% discount.

### IMPORTANT NOTES

- CUSTOMER SUPPORT AGREEMENT PRICING WILL NOT INCREASE DURING THE TERM OF THIS AGREEMENT.
- PRICE INCLUDES PARTS, LABOR, TRAVEL AND DISPOSAL OF ALL FLUIDS PER E.P.A. STANDARDS.
- TRAINED AND CERTIFIED ENGINE/GENERATOR TECHNICIANS WILL PERFORM ALL SERVICES.

### TERMS AND CONDITIONS

- Agreement pricing is based upon generator run time between 0 and 250 hours per year (standby applications).
- Invoices will be sent on the first day of each invoicing period (i.e. monthly, quarterly, semi-annually or annually).
- Either party may cancel this agreement with a (60) sixty day written notice.
- This proposal is valid for (30) thirty days.
- Prices assume all services to be performed during normal business hours (7:30am - 4:00pm, M-F) unless otherwise specified.
- Pricing does not include local and/or state taxes. Taxes will be applied to invoices where applicable.
- Additional Terms and Conditions below.

---

### ACCEPTED BY:

Please Sign Name: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Respectfully submitted,  
Ziegler Power Systems

By: Shane Johnson

Customer Support Representative

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## Level Definitions

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### Watchguard Level 1 (64 Point Inspection)

Includes inspection of the following systems:

- Cooling
- Lube Oil
- Air Intake
- Fuel
- Exhaust (inside building only)
- Starting
- Engine
- Generator
- Transfer Switch
- Coolant and Oil Analysis
- Provide written report

### MODEL: D100-6 | SERIAL: D4B01190

Level 1

Jan/2025 , Jan/2026 , Jan/2027

### MODEL: D150-8 | SERIAL: N6D01243

Level 1

Jan/2025 , Jan/2026 , Jan/2027

### MODEL: D80-6 | SERIAL: D4B01142

Level 1

Jan/2025 , Jan/2026 , Jan/2027

### MODEL: D100-6 | SERIAL: D4B01145

Level 1

Jan/2025 , Jan/2026 , Jan/2027

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### WatchGuard Level 2 (67-Point Inspection with Oil and Filter Change)

Includes the following:

- Level 1 Inspection
- Change engine oil
- Change engine oil filter(s)
- Change engine fuel filter(s)
- Inspect air filter(s)
- Disposal of old fluids per EPA standards
- Provide written report

### MODEL: D100-6 | SERIAL: D4B01190

Level 2

Jul/2024 , Jul/2025 , Jul/2026

### MODEL: D150-8 | SERIAL: N6D01243

Level 2

Jul/2024 , Jul/2025 , Jul/2026

**MODEL: D80-6 | SERIAL: D4B01142**

Level 2

Jul/2024 , Jul/2025 , Jul/2026

**MODEL: D100-6 | SERIAL: D4B01145**

Level 2

Jul/2024 , Jul/2025 , Jul/2026

**Customer Requirements**

It is the customer's responsibility to...

- Perform weekly and monthly inspections of the engine/generator
- Maintain written or computerized records of the weekly and monthly inspections.
- Contact Ziegler Power Systems with any problems or concerns noted during the weekly and monthly inspections.

**Ziegler Power Systems Exclusion of Responsibility:**

Ziegler Inc. is not responsible for...

- Providing a portable generator during repairs
- Fuel consumed by generator set during operation
- Building wiring
- System modifications
- Acts of nature, terrorism or war
- Uses of generator beyond rated capacity
- Main fuel tank or piping problems
- Emissions permitting
- Regulation changes
- State and local taxes
- Customer abuse/neglect

**CUSTOMER VALUE AGREEMENT – TERMS AND CONDITIONS**

- Customer agrees to the terms and conditions set forth on the preceding Customer Value Agreement Proposal (the "Proposal") and the following terms and conditions, including the websites referred to herein (together with the Proposal, the "Agreement"). Ziegler Inc. ("Ziegler") rejects all different or additional terms submitted by Customer, and any such terms shall be void.
- 1. Term. The Agreement shall begin on the Start Date and end on the End Date identified on page 1, unless earlier terminated as set forth herein.
- 2. Services. Ziegler will perform preventative maintenance services on the Engine(s) identified on page 1 in accordance with the Level Definitions set forth in the Proposal (collectively, the "Services"). All Services are subject to the exclusions and limitations set forth herein. Services include all parts, labor, travel and disposal of all fluids per U.S. Environmental Protection Agency standards. Except as otherwise agreed upon by Customer and Ziegler as noted on page 1, Services shall be performed during Ziegler's normal business hours (7:30 a.m. to 4:00 p.m., Monday through Friday). Services performed outside of Ziegler's normal business hours will be subject to additional charges. In the event Customer cancels scheduled Services on the day Services are to be performed, Customer shall pay a cancellation fee in the amount of travel time and mileage and will cooperate with Ziegler to re-schedule the cancelled Services. This Agreement is based upon equipment run time between 0 and 250 hours per year (standby applications); run time exceeding 250 hours per year may be subject to additional costs. Repairs classified outside the scope of the applicable service level will result in additional costs to Customer. All Services will be deemed accepted if Customer does not reject the Services by providing written notice within ten (10) days after delivery specifically identifying the manner in which the Services fail to materially comply with manufacturer's applicable specifications. Ziegler will be entitled to rely on all decisions and approvals of Customer in connection with the Services.
- 3. Payment. Customer shall pay the Invoice Amount identified on page 1, plus any Additional Charges (as defined in Section 4 below), at the frequency set forth on page 1. The Invoice Amount will not increase during the term of the Agreement. Customer shall make payment to Ziegler Net 10th of the following month from the date of invoice. Failure to make timely payments shall result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion, without notice, upon Customer's failure to pay or comply with the payment requirements of this Agreement. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or



withholding of tax as required by law).

- 4. Taxes, Licenses, Permits, and Additional Charges. Customer shall be responsible for all local and/or state sales and use taxes in connection with this Agreement. Taxes will be applied to invoices, where applicable, as required by law. Customer shall obtain, at its sole cost and expense, all applicable licenses and permits (including emissions permitting) necessary for performance of the Services. Customer shall be responsible for service charges and environmental charges incurred in performing the Services (collectively, "Additional Charges").
- 5. Additional Services. Repairs or other work classified outside standard preventative maintenance services will result in additional costs to Customer and will be invoiced separately on a time and materials basis. A verbal commitment or authorization by Customer to perform such additional services will be binding on Customer and will entitle Ziegler to such additional compensation. Any repairs or other work performed outside of the original scope at the direction of Customer will be deemed to be included as Services hereunder.
- 6. Customer Obligations. Customer's failure to perform any of the following obligations will be considered a breach of this Agreement:
  - a. Operation and Regular Maintenance. Customer shall operate the Engine(s) only within its rated capacity. Customer shall perform weekly and monthly maintenance and inspections in accordance with manufacturer guidelines and provide to Ziegler, upon request, written or computerized maintenance and inspection records. Customer further agrees to promptly contact Ziegler with any problems or concerns noted during the weekly and monthly inspections.
  - b. Equipment Access. Customer agrees to furnish safe, free, and full access to the Engine(s) for the purpose of performing the Services. Customer shall take all reasonably necessary steps to provide for the safety of all Ziegler employees performing the Services. Customer shall promptly notify Ziegler if, during the term of this Agreement, Customer observes or otherwise learns of any condition(s) which pose a threat to the safety of persons or property, adversely affects the Engine(s), or is in violation of any applicable federal, state, or local laws, rules or regulations.
  - c. Halt Operation. Customer agrees to shut an Engine down, if after inspection by Ziegler, it is determined that further operation of the Engine will result in imminent mechanical damage to the components covered in this Agreement.
- 7. Exclusions. Ziegler is not responsible for: (1) Customer's abuse or failure to maintain or operate equipment in accordance with the respective equipment manufacturer's operations and maintenance manual, (2) provision of rental equipment during repair, (3) fuel consumed by equipment during operation and performance of maintenance services, (4) building wiring, system modifications, main fuel tank or piping problems, (5) repairs or maintenance to building or enclosure, transformers, radiators, fuel tanks, or other components outside the scope of the Services, unless otherwise agreed to in writing by both parties, (6) unauthorized repairs or adjustments, or repairs or adjustments made by unauthorized person(s), (7) performance complaints, including but not limited to, any adjustments to fuel settings or programming of any electronic controls, (8) downtime or downtime -related expenses or economic loss, (9) extermination of any creature taking up residence in the generator enclosure or building, or (10) any Force Majeure Events (as defined in Section 17 below).
- 8. Indemnification. Subject to the limitations set forth in this Agreement, Ziegler shall indemnify Customer and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) (collectively, "Losses") for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Ziegler or Ziegler's officers, directors, employees, or agents in the performance and furnishing of the Services. Customer shall indemnify Ziegler, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, assigns and successors, against any Losses for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Customer or Customer's officers, directors, employees, or agents.
- 9. Insurance. Ziegler will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000, \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Ziegler, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in clauses (a), (b), and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon request, Ziegler will provide to Customer a Certificate of Insurance evidencing Ziegler's compliance with such insurance requirements.
- 10. Damages; Maximum Liability. IN NO EVENT WILL ZIEGLER, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION OF VALUE, LOSS OF USE, DOWNTIME OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT ZIEGLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ZIEGLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO ZIEGLER HEREUNDER IN THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.
- 11. Limited Service Warranty. Ziegler warrants the Services will be performed in a professional, workmanlike manner, by qualified personnel consistent with industry standards, free from defects in workmanship for a period of 12 months from the date of completion of the Services, subject to the terms of the then-current Ziegler Power Systems Service Department Labor Warranty, a copy of which is available upon request. Warranty claims must be brought within the warranty period. Customer must provide prompt notice to Ziegler after discovery and

before expiration of the warranty period. As Customer's sole and exclusive remedy, Ziegler, at Ziegler's sole discretion, will either re-perform the Service during Ziegler's normal business hours or refund all or part of the monies paid by Customer for the Service performed.

Replacement parts shall be covered under the applicable warranty provided by the manufacturer. Non-Ziegler provided components are not covered by this warranty.

- 12. Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY PROVIDED IN SECTION 11, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ZIEGLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 13. Termination; Suspension. a. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party. In the event of early termination by Customer, Customer shall pay for all Services performed prior to the termination date.  
b. If Customer breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceedings, or makes an assignment for the benefit of creditors, Ziegler shall have the right to immediately terminate this Agreement by giving Customer written notice. Upon receipt of notice, Customer shall immediately pay Ziegler any monies due and owing up to the time of termination for Services performed. Notwithstanding the foregoing, if Customer fails to comply with the provision for Equipment Access in Section 6.b, Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion, without notice.
- 14. Data and Privacy. Ziegler and its partners, affiliates, subsidiaries, and third parties, including but not limited to suppliers, manufacturers, dealers, and service providers (collectively, "Ziegler Parties"), collect and share information relating to products, services, and customers as detailed in Ziegler's Privacy Policy and applicable manufacturers' statements located at [www.zieglercat.com/privacy](http://www.zieglercat.com/privacy), which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information, such as equipment locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Ziegler Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Customer understands that Telematics or other tools, as applicable, may have been activated on machines by Ziegler or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Customer upon request. Customer consents to the collection, use, storage, processing, sharing, and disclosure of such information by Ziegler Parties in accordance with this Agreement, Ziegler's Privacy Policy, and applicable manufacturers' statements.
- 15. Notices. All notices, requests, demands and other communications, including any notice of change of address, shall be sent by certified or registered mail with postage prepaid to the last designated address to the other party.
- 16. Compliance with Laws, Rules and Regulations. Each party agrees to comply with applicable federal, state, and local laws, rules, and regulations applicable to the Services in effect at the time of performance of the Services. Upon completion of the Services, Customer shall be responsible for complying with any changes in federal, state, and local laws, rules, and regulations.
- 17. Force Majeure. Ziegler will not be liable to Customer, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond Ziegler's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, concealed or unknown conditions at the site, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Ziegler's ability to perform will absolve Ziegler from any liability to Customer.
- 18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Ziegler and Customer. Customer acknowledges and agrees that there are no oral or written contracts, agreements or warranties other than are set forth in this Agreement. No amendment or modification of this Agreement will be valid unless it is set forth in writing, signed by authorized representatives of both parties.
- 19. Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement, in whole or in part, shall be construed to be a waiver of any subsequent breach of the same or any other provision.
- 20. Severability. Each portion of this Agreement is intended to be severable. If any term or provision hereof is held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 21. Survival. Any term or provision of this Agreement of an ongoing nature and/or which, by its nature and context, should reasonably be expected to survive the expiration or earlier termination of this Agreement, shall so survive such expiration or termination thereof.
- 22. Disputes; Governing Law. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Ziegler, in its sole discretion, commences proceedings in a different jurisdiction or venue.
- 23. Counterparts; Electronic Signatures. This Agreement may be separately signed by Ziegler and Customer in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement. Customer agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



*Business of the City Council*  
**Agenda Statement**

For the meeting of: **02/12/2024**

Item Title: **No Parking Consideration- N. 5<sup>th</sup> Street and Penn Street**

Contact Person: **Matt Koch, Police Chief**

**SUMMARY EXPLANATION & HISTORY:**

This is a recommendation from the Police Chief regarding a parking/ visibility concern at the corner of N. 5<sup>th</sup> Street and Penn Street. The police department has been made aware of visibility issues on Penn Street at N. 5<sup>th</sup> Street when vehicles are parked on Penn Street at the corner, near the intersection. The combination of the residential driveway of 515 Pennsylvania and landscaping/roadway layout, having vehicles parked in that location present safety concerns with being able to have a clear view of on-coming traffic from the north.

**FUNDING:**

The cost of time and materials for sign installation.

**PROFESSIONAL REVIEW/OPINION (IF REQUIRED):**

N/A

**ALTERNATIVES:**

1. Approve the item.
2. Deny the request.
3. Staff should conduct further research.
4. No action at this time.

**RECOMMENDATION:**

Due to the safety issue and visibility concern from vehicles coming from the north, it is my recommendation to have no parking on Penn Street from the northwest corner to approximately 20 feet to the west. (See attachment)

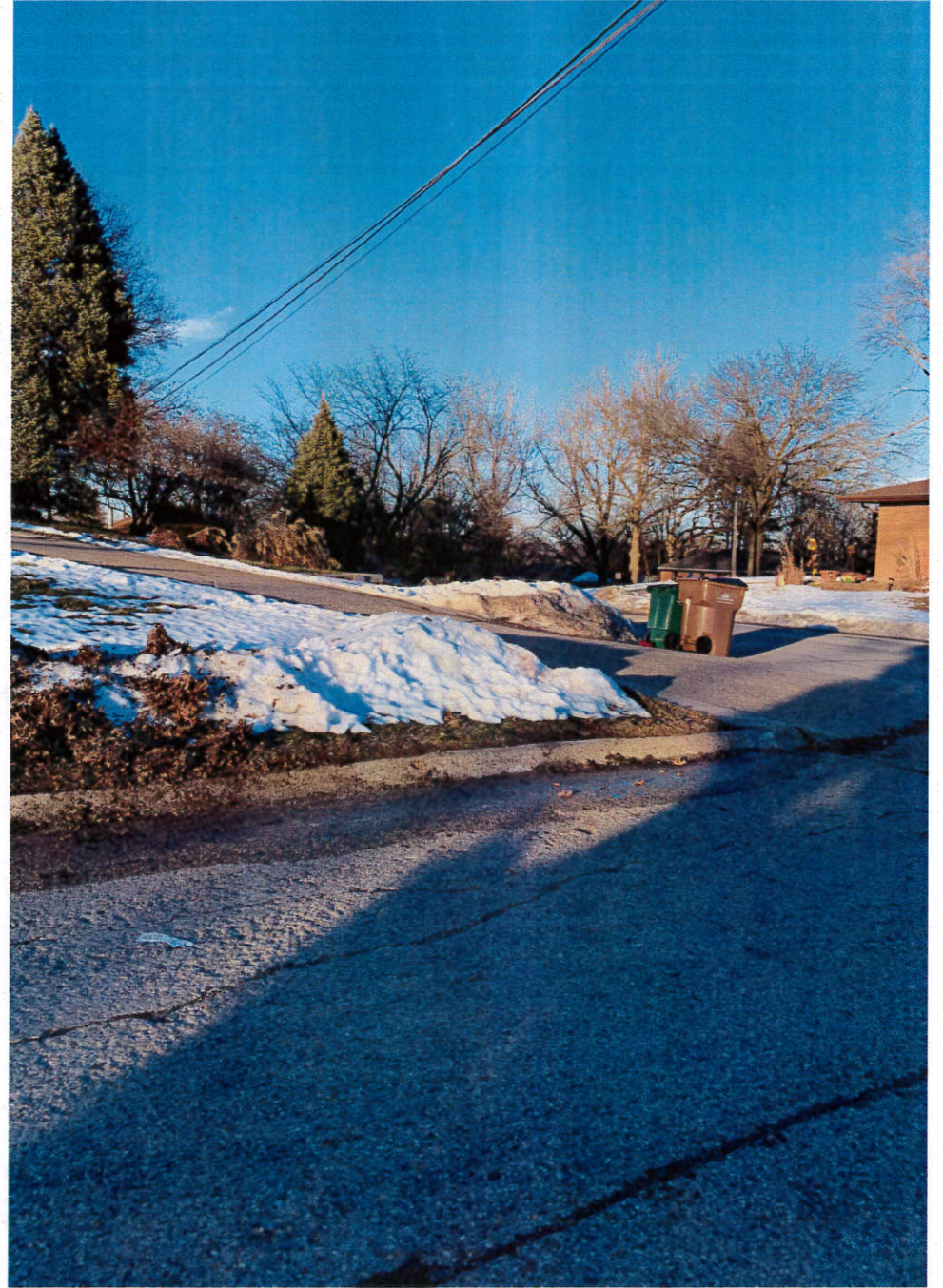
**ATTACHMENTS:**

Photos













Length: 20.85 feet  
Area: 0 acres  
Clear

39120020170

PENNSYLVANIA ST

39540000070

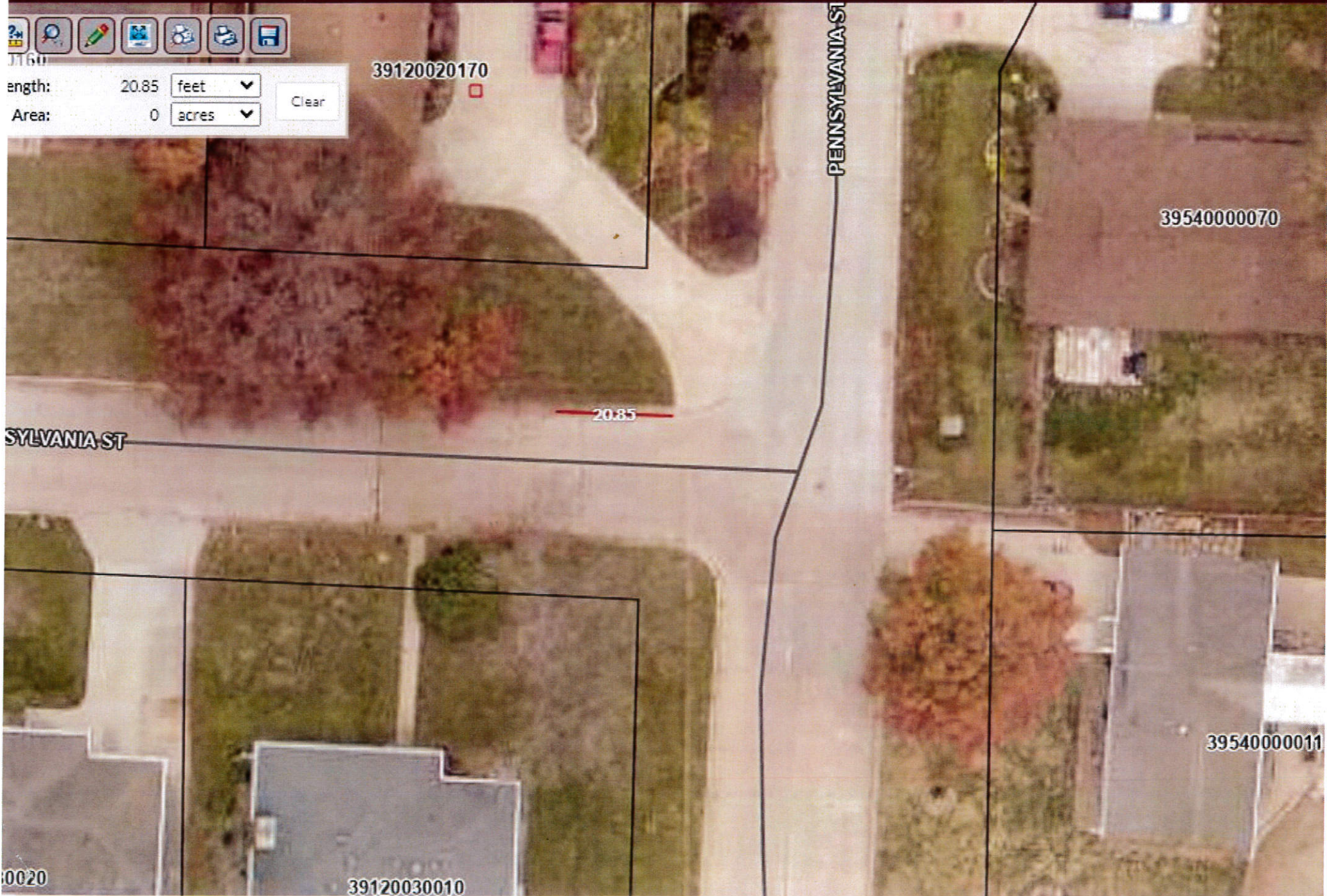
20.85

SYLVANIA ST

39540000011

39120030010

0020



WARREN  
COUNTY/MUNICIPAL  
COMMUNICATIONS  
AGREEMENT



**WARREN COUNTY  
COUNTY/MUNICIPAL  
COMMUNICATIONS AGREEMENT**

**ARTICLE I - LEGAL BASIS**

**Section 1. 28E Agreement.**

This agreement is made pursuant to Chapter 28E, of the Code of Iowa between the entities of Warren County, City of Indianola, and the City of Carlisle and such other parties as may be joined hereto by an amendment of this agreement.

**Section 2. Name**

The entity hereinafter created by this agreement is the Warren County Joint Communications Center also known as WarrenComm.

**Section 3. Preamble**

The parties to this agreement share a common interest and desire to jointly operate a consolidated 911 Public Safety Answering Point (PSAP) in Warren County, Iowa, as defined in Chapter 34A of the Code of Iowa for police, fire, emergency medical services, and such other communication requirements of the parties as may from time to time be determined and share the associated costs thereof.

**ARTICLE II - IMPLEMENTATION OF THE AGREEMENT**

**Section 1.**

A political jurisdiction desiring to become a party to this agreement shall enact a resolution of participation which authorizes signature of the agreement.

**Section 2.**

Special funding shall be required in order to be a part of this agreement as stated in Article VIII.

**ARTICLE III - COMMENCEMENT OF OPERATIONS**

**Section 1. Commencement**

The parties to this agreement hereby agree that the agreement shall take effect upon: A) adoption of the agreement by all political jurisdictions as stated in Article 1 Section 1, i.e; Warren County, City of Indianola, and the City of Carlisle, B) filing of the agreement as required by Chapter 28E



of the Code of Iowa and filing with the Iowa Homeland Security and Emergency Management Division, Secretary of State of Iowa, Warren County Auditor, and record a copy of the Agreement with the Warren County Recorder.

## **ARTICLE IV - DURATION AND AMENDMENT OF THE AGREEMENT**

### **Section 1. Duration**

Unless otherwise terminated according to the provisions contained in Article X of this document, this agreement shall commence on January 1, 2024, and have a term of three and one-half (3.5) years and thereafter shall continue in effect from fiscal year to fiscal year under the terms and conditions provided by this unless this Agreement is terminated or modified by those parties involved.

### **Section 2. Amendment**

This agreement shall be subject to amendment by the **unanimous** approval of all parties hereto. The agreement may be amended to include new members through adoption of the appropriate resolutions by the jurisdiction(s) seeking membership, and by the unanimous consent of the existing members. This agreement will also be amended to include a representative from Warren County Emergency Medical Services in the event this entity is formed in accordance with the Iowa Code. The Board of Directors must always be an odd number. In the event that multiple new members are added causing an even number of Directors, the Board of Directors will return to the original principles of the agreement set forth in Article VI, Section 1 and select a “rural” representative who does not live in any incorporated city covered by the agreement.<sup>1</sup>

## **ARTICLE V - PURPOSE**

### **Section 1. Purpose of the Agreement**

The purpose of this agreement is to permit and provide for emergency and non-emergency communications on a twenty-four (24) hour, seven (7) days a week, three-hundred sixty-five (365) days a year or three-hundred sixty-six (366) days during leap years by the Warren County Joint Communications Center to the agencies named in this agreement. The agreement will also explain what services will be provided, funding of the joint communications center and establish a Warren County Joint Communications Center Board of Directors to assist in management of this agreement.

### **Section 2. Other Agreements**

This agreement is not intended to supersede or otherwise invalidate any other agreements in which the parties to this agreement may be participating.

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<sup>1</sup> If Norwalk becomes a member of the agreement, the “rural” representative shall not come from within the city limits of Carlisle, Indianola, or Norwalk.

## **ARTICLE VI - ADMINISTRATION**

### **Section 1. Board of Directors**

This agreement shall be administered, as necessary, by a five (5) member Board of Directors. Representatives on this Board will consist of three permanent members: one (1) elected official from Indianola, Carlisle, and the Warren County Board of Supervisors. An elected official may include the mayor or council person from Indianola and/or Carlisle; however, a supermajority (two-thirds majority) of each council may select their city manager to fill their seat on the Board of Directors. A majority of the permanent Board of Directors shall also select two additional directors who live in Warren County and are served by the Warren County Joint Communications Center. These members do not have to be elected officials; however, one of the directors selected by the three permanent members shall be from outside of the city limits of Carlisle and Indianola and who is not employed by the governments of Indianola, Carlisle, or Warren County. If the Board of Directors adds another entity to Warren County Joint Communications Center pursuant to Article 4, Section 2, the number of selected directors shall be reduced by one, starting with a director from inside the city limits of Carlisle or Indianola, if one exists. The addition of a fifth entity to Warren County Joint Communications Center will eliminate the selection of directors chosen by the Board of Directors. Finally, an elected official or city manager of Norwalk may become an ex officio, non-voting member of the Board of Directors.<sup>2</sup> This ex-officio member does not count toward the quorum requirements and is offered to Norwalk in an effort to bring them to full membership in the Warren County Joint Communications Center.

### **Section 2. Board of Directors Chairperson and Vice Chairperson**

Prior to July 1<sup>st</sup> of each year the Board shall elect a Chairperson and Vice Chairperson who shall serve for a one (1) year term and may be reelected for additional terms. The Communications Director will also serve on this Board as the secretary and advisor to the Board but will not have voting privileges.

### **Section 3. Communications Director**

The day-to-day operations of Warren County Joint Communications Center will be the responsibility of the Communications Director selected by the Warren County Joint Communications Center Board of Directors.

- a. The Communication Center Director will report directly to and be overseen by the Board of Directors as to all matters set forth above. The Board will conduct an annual performance evaluation that will be signed by the Chairperson of this Board.
- b. Any “employment” or complaint matters concerning the Communication Center Director shall be brought to the attention of the Chairperson of the Board of Directors who in conjunction with the Vice Chairperson shall have the authority to take all necessary action as it relates to the Communications Director until such

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<sup>2</sup> The Norwalk City Council shall decide whether the “ex-officio” member is an elected official or the Norwalk City Manager.

time as the Board can meet. Ultimately, that matter will be determined by the full Board of Directors. It is also expected that the Communication Director and the Board of Directors shall work closely with the Warren County Human Resources Officer as it relates to matters involving the Communication Center Communications Director and other employees of Warren County Joint Communications Center.

**B. The Communications Director shall:**

- a. Manage all operations of the Communications Center on a day-to-day basis.
- b. Have the authority to hire, supervise, direct, and take disciplinary action as to any employee, whether full or part-time, of the Communications Center. This shall be done in compliance with the union contract covering such employees and the assistance of the Warren County Human Resources Officer. The Board of Directors shall have the final decision as to any discipline that is applied.
- c. Communicate and work closely with the Warren County Sheriff, the Indianola Police Chief, the Indianola Fire Chief, Carlisle Police Chief, and the Carlisle Fire Chief, and other users of Warren County Joint Communications Center. The Communications Director shall have a designated weekly time for all users to meet and discuss Communication Center operations and policies.
- d. Develop the standard operating procedures for the Communications Center, in conjunction with the Technical Advisory Committee (TAC), and the personnel manual for the Communications Center. Those documents shall be given to the TAC for review and advice, and following that, shall be submitted for review and approval by the Board of Directors. Recognized accreditation standards for law enforcement and emergency services should, wherever practicable, be used as guides in developing the standard operating procedures.
- e. Prepare the annual budget recommendations for the Board of Directors and submit the same in a timely manner.
- f. The Warren County Joint Communications Center shall defend the Communications Director and shall hold harmless and indemnify the Communications Director against any claim arising out of an alleged act or omission occurring within the scope of the Directors' duties.

**Section 4. Meetings of the Board of Directors**

The five (5) member Board of Directors will be required to meet on a quarterly basis. The Board shall meet in January, April, July, and October. The Board of Directors may meet more frequently if deemed necessary. Passage of any measure will require a quorum of the voting Directors.

**Section 5. Annual Budget**

The Board of Directors will be responsible for preparing the annual budget for the agency and shall have the budget prepared and approved no later than December 1<sup>st</sup> of each year. Certification of the budget shall be done in compliance with the Code of Iowa. It will also be responsible for settling disputes between agencies involved in this agreement pertaining to operations and procedures of the Joint Communications Center. The Board of Directors authorizes the Warren

County Attorney to continue to negotiate and resolve matters concerning union employees of Warren County Joint Communications Center. The Board of Directors will accept the terms negotiated with the union employees prior to the enactment of this agreement. Future agreements will be between the union and Warren County Joint Communications Center Board of Directors.

#### **Section 6. Communications Center Policies**

The Board of Directors shall make and enforce policies or rules for the management and operation of the Communications Center. These policies or rules will be adopted at open sessions of the Board of Directors. These policies or rules shall be available for all users to review. The Board of Directors shall consider all policy matters proposed by the Technical Advisory Board.

#### **Section 7. Custodian of Agreement**

The agencies participating in this agreement hereby appoint the Warren County Attorney or designee to be the custodian of this agreement. The custodian shall be responsible for the maintenance of an up-to-date copy of the agreement, including resolutions of participation of the members of this agreement and any resolutions of termination. The custodian shall also be responsible for notifying all parties to the agreement of any proposed amendments to the agreement and shall file any adopted amendments to the agreements in the same manner as the agreement itself.

#### **Section 8. Technical Advisory Committee**

The Technical Advisory Committee (TAC) is a division under the Board of Directors. The TAC has an advisory function only. Its powers shall consist of advice as outlined in this section, and final authority to approve all policies, decisions, and disciplinary matters shall rest with the Board of Directors.

- A. The TAC shall consist of the Warren County Sheriff, the Indianola Chief of Police, the Indianola Fire Chief, the Carlisle Chief of Police, the Carlisle Fire Chief, a representative from the Warren County Fire Chiefs Association served by the Warren County Joint Communications Center, and Warren County IT Director.
- B. Passage of any measures by the TAC requires a quorum of the TAC.
- C. The TAC shall advise the Board of Directors as to the policy priorities of the Communications Center.
- D. Advise the Communications Director on the selection, supervision, discipline, and termination of personnel, upon request of the Communications Director, or as the need arises.
- E. Make disciplinary recommendations to the Board of Directors regarding the Communications Director.
- F. Advise the Communications Director on policy governing the operation of all equipment in the Communications Center, including the computers, circuits, and telecommunications terminals used to dispatch emergency personnel, and to process, store, or transmit criminal history information.
- G. Review and advise the Communications Director on written personnel policies.

- H. The TAC shall select a Chair and Vice Chair for the TAC annually and appoint a secretary for the TAC. Minutes of TAC meetings shall be filed with the Warren County Attorney or designee as the Custodian of the Agreement.
- I. Meet at least quarterly, and more frequently if the Chairperson of the TAC deems necessary, to carry out the necessary functions of the TAC.
- J. The Warren County Joint Communications Center shall defend the TAC and shall hold harmless and indemnify the TAC against any claim arising out of the alleged act or omission occurring within the scope of their duties.

## **Section 9. Coordinating Agency**

Warren County shall be the Coordinating Agency for the Warren County Joint Communications Center and hereby consents to such designation.

- A. The Coordinating Agency subject to review by the Board of Directors shall be Warren County.
- B. Warren County shall be the “employer of record” for the Communications Director and all other employees, whether full-time or part-time, of Warren County Joint Communications Center. The Coordinating Agency shall manage all Warren County Joint Communications Center personnel pursuant to its employee and administrative policies and procedures, union contracts, and other applicable laws.
- C. Warren County and the Warren County Auditor shall be the fiscal agent for the Warren County Joint Communications Center Board of Directors to perform such functions to include receiving and disbursing funds, payroll, payroll benefits and taxes pursuant to the budget established by the Board of Directors. The Warren County Auditor shall create and maintain a non-budgetary fund for the Communications Center which is separate from the overall County budget. The Board of Directors will still have requirements to comply with open meeting laws and appropriate budget notices.
- D. The Warren County Attorney’s Office shall serve as legal counsel for the Warren County Joint Communications Center. The Warren County Attorney shall be relieved of this responsibility in the event of a conflict between Warren County and the remaining members of the Warren County Joint Communications Center. In that case the Warren County Attorney shall be allowed to represent the interests of Warren County pursuant to his/her responsibilities in the Iowa Code.
- E. The Coordinating Agency shall have custody of and maintain all books and records of the Warren County Joint Communications Center on behalf of the individual members. All members shall have the right, at any time upon reasonable notice, to review and inspect the books and records of the Warren County Joint Communications Center. The books and records of the Warren County Joint Communications Center shall be deemed to be the books and records of all members. The Coordinating Agency shall not be deemed to possess an ownership interest in the books and records by virtue of custody or the obligation to maintain said books and records.

## **Section 10. Location of Operations**

The location of the Warren County Joint Communication Center shall be 115 North Howard, Indianola, Iowa, 50125. The Communication Center shall be owned by the Coordinating Agency. All current equipment brought to the agreement by virtue of a bond levied by the Warren County Board of Supervisors shall remain the property of Warren County.

## **ARTICLE VII - SERVICES PROVIDED**

### **Section 1. Services Provided**

Under this agreement, the Warren County Joint Communications Center will provide, but not limited to: 911, phone communications, automated alarms, radio communications, teletype communications, walk-in traffic and overall dispatching services to all participating agencies.

### **Section 2. Record Management System**

This agreement will also entitle the participating agencies to participate in the Record Management System (RMS) reporting system that is currently being used by the Communication Center pending those agencies gaining the necessary equipment and licensing.

### **Section 3. Reports**

The Communications Director or his/her designee shall produce and supply all agencies with a quarterly report of phone calls, calls for service and officer activities received by the Joint Communications Center.

## **ARTICLE VIII – FUNDING**

### **Section 1. Funding Jurisdictions**

Under this agreement, the initial funding political jurisdictions are determined to be those that have permanent membership on the Board of Directors (Warren County, Indianola, and Carlisle). New members admitted pursuant to Article IV, Section 2 will have an annual fee as determined by the then existing Board of Directors.

### **Section 2. Funding Structure**

The following funding structure depicts the required funding of each perspective jurisdiction under this Agreement.

- A. From January 1, 2024, to June 30, 2024, the parties agree to the following funding model:
  - a. City of Indianola: The remainder of their \$80,000.00 payment previously agreed upon to be paid in fiscal year 2023-24.
  - b. City of Carlisle: The remainder of their \$25,000.00 payment previously agreed upon to be paid in fiscal year 2023-24.
  - c. Warren County Rural Fund: \$81,375.00.

- d. The remainder of the budget shall be paid by Warren County.
- B. Beginning with fiscal year 2024-25 (July 1, 2024), the parties agree to the following funding model:
  - a. City of Indianola: \$5.25 per person in the city of Indianola which will amount to \$82,671.75.
  - b. City of Carlisle: \$5.25 per person in the city of Carlisle which will amount to \$22,055.75.
  - c. Warren County Rural Fund: \$5.25 per person from individuals in unincorporated Warren County which will amount to \$81,375.00.
  - d. The remainder of the budget will be paid by Warren County.
- C. Beginning with fiscal year 2025-26 (July 1, 2025), the parties agree that increases in the budget will be shared between the members. If the Board of Directors increases the budget by a percentage (ex ... 4%), Indianola, Carlisle, and the Rural Fund contributions would also increase by the same percentage (ex ... 4%). The remainder of the budget will continue to be paid by Warren County.
- D. Actual fiscal year-ending expenses in excess of the approved budget will be assessed to each entity on a per-capita basis based on the U.S. Census Bureau estimated population for the most recently completed calendar year.

### **Section 3. Funding Model Continuation**

The funding model as outlined herein is intended to continue so long as this agreement is in effect. However, at the request of any participating entity, a recalculation of annual payments shall be conducted. A change in the annual payments of any entity or a change in the funding model shall be approved by a unanimous vote of the Board of Directors.

### **Section 4. Entry Fees for New Members**

The Board of Directors shall determine the initiation fee of each new member that is unanimously invited to join the Warren County Joint Communications Center. The entry fee for an entity from Warren County during the first five (5) years of operation will always be equivalent to the annual fee paid by the smallest permanent member entity (ie ... Warren County, Indianola, or Carlisle) in that particular fiscal year. The entry fee for an entity outside of Warren County or a Warren County entity that joins after the first five (5) years of operation shall be negotiated between the Board of Directors and the entity wishing to join. The Board of Directors shall take into consideration many factors including the call volume, population of (if applicable), potential use of the system, the value of equipment previously purchased, any equipment that needs to be purchased to accommodate the new entity, and if any staff upgrades are necessary.

## **ARTICLE IX - OPERATIONS CONCERNS OR DISPUTES**

### **Section 1. Operation Concerns or Disputes Procedure**

Procedural concerns or disputes regarding the operations of the Joint Communications Center, shall first be directed to the Communications Director, who shall attempt to resolve them. Unresolved concerns or disputes shall be directed to the Board of Directors for review. The decision of the Communications Board of Directors shall be considered final.

## **ARTICLE X – INDEMNIFICATION**

For actions and omissions under and exercised in effectuating this Agreement, each member agrees to defend, indemnify, and hold the other parties, their elected officers, agents, employees, and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney fees, which the other parties, their successors, and assigns, may incur or sustain: a. by reason of indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein (including, but not limited to, any financial obligations herein), or b. by reason of the torts of indemnifying party. Each member shall defend, indemnify and hold the other parties harmless from and against any and all claims, demands, causes of action, liability, loss, damage, or injury ("claims"), both to person and property, arising out of or related to this Agreement, to the extent such claims are attributable to the negligent or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claims and all necessary information and assistance so the indemnitor, at its option, may defend or settle such claims and indemnitee does not take any adverse position in connection with such claims. In the event that any such liability, loss, damage, or injury is caused by the joint or concurrent negligence or willful actions of multiple members, the loss, expense or claim shall be borne by each Member in proportion to its negligence or willful action. Nothing in this Section shall be deemed to limit the right of a party to defend against any claim or the application of any and all available protections and defenses under State and federal law, including, but not limited to, the Iowa Tort Claims Act.

## **ARTICLE XI – INSURANCE**

The Board of Directors shall seek and maintain liability and/or comprehensive insurance coverage for Warren County Joint Communications Center operations and costs of the same shall be a part of the operating budget. Any participant may elect to obtain its own coverage for any separate liability it may have from Warren County Joint Communications Center operations.

## **ARTICLE XII - TERMINATION OF THE AGREEMENT**

### **Section 1. Termination of the Agreement**

This agreement shall be in full force and effect upon execution by all parties hereto and the filing and recording thereof as provided. Any party may withdraw from the agreement after expiration of the initial three and one-half (3.5) year term of the agreement by giving a minimum of six (6) months' notice, prior to the expiration of the current agreement which would mean by December 31<sup>st</sup> because the agreement is from July 1st to June 30th to each of the other parties hereto by



certified mail or personal service in which case said notifying party shall be deleted from further operation of agreement.

- a. Equipment purchased in part or in whole during a parties' membership becomes the property of the Warren County Joint Communications Center.





