

NOTICE OF PUBLIC MEETING
Governmental Body: Van Meter City Council
Date of Meeting: Monday, September 23, 2024

Time/Location: 6:00pm – Van Meter United Methodist Church, 100 Hazel Street, Van Meter, IA 50261

NOTE: All public comments require that an individual sign in at the beginning of the meeting. Comments will generally be limited to a maximum of three (3) minutes per person. Under Iowa law, the City Council is prohibited from discussing or taking any action on an item not appearing on its posted agenda. Any issue raised by public comment under the Citizen Hearing will be referred to staff for a decision on whether it should be placed on a future agenda. All comments from the public, Council, and Staff shall address the presiding officer, and upon recognition by the presiding officer, shall be confined to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate. • We may disagree, but we will be respectful of one another. • All comments will be directed to the issue at hand. • Personal attacks will not be tolerated.

Business Meeting Agenda:

1. Call to Order
2. Approval of Agenda
3. Discussion: Van Meter Police Department Future Planning
4. Discussion and Possible Action: Financing Options for the proposed renovations at 601 Main Street
5. Closed Session pursuant to Iowa Code Chapter 21.5(1)(c)
6. Reserved for Possible Action Resulting from Closed Session pursuant to Iowa Code Chapter 21.5(1)(c)
7. Adjournment

Agenda Item #1

Call to Order

Mayor: The time is 6:00pm on Monday, September 23, 2024.

I hereby call this meeting of the Van Meter City Council to order.

Agenda Item #2

Approval of the Agenda

Submitted for: **ACTION**

Recommendation: **APPROVAL**

Sample Language:

Mayor: Do I hear a motion to approve the agenda?

City Councilmember: _____ **So moved.**

City Councilmember: _____ **Second.**

Mayor: Roll Call Please.

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Mayor: The agenda is adopted.

Note: This is a Council workshop not a regular business meeting. There is no Pledge of Allegiance, Introductions, Civility Statement, Citizen Hearing/Public Comment, Consent Agenda or Staff & Committee Reports.

Agenda Item #3

Discussion:

Van Meter Police Department Future Planning

Submitted for: **Discussion**

Dallas County Sheriff Infante will be in attendance to discuss items regarding a contracted police service.

This is for City Council discussion purposes only. There is no action to be taken.

Additional information included (added 9/20/2024):

- VMPD Call Log
- Comparison of VMPD Actual FY24 and Budgeted FY25 Costs to known DCSO Costs for services provided to Dallas Center (*DCSO costs in italics*)
- 28E Agreement between City of Dallas Center and Dallas County & Approving Resolution for context
- Information from the City of Grimes re: Contracted Services with Polk County for context
- Correspondence between the City of VM and DCSO



Dallas County Sheriff's Office
Van Meter Police Department
 9/1/2023 to 9/9/2024



Van Meter Response in Van Meter Jurisdiction 1,100
Van Meter PD Response outside of Jurisdiction 240
Dallas County response in Van Meter Jurisdiction 254

| Van Meter Calls for Service | Incident Count |
|------------------------------------|-----------------------|
| >CHOOSE CALL TYPE< | 1 |
| 911 HANGUP | 21 |
| 911 MISDIAL | 12 |
| ABANDONED VEHICLE | 5 |
| ABUSE | 1 |
| ALARM | 9 |
| ALLERGIES-REACTIONS | 1 |
| ANIMAL BITE/ATTACK | 1 |
| ANIMAL COMPLAINT | 14 |
| ANIMAL CONTROL | 5 |
| ASSAULT | 5 |
| ASSIST | 15 |
| BREATHING PROBLEMS | 5 |
| BURGLARY | 1 |
| CARDIAC OR RESPIRATORY ARREST | 7 |
| CHEST PAIN | 2 |
| CIVIL DISPUTE | 9 |
| CIVIL PAPER | 2 |
| COMMITTAL | 2 |
| CONTROLLED BURN | 1 |
| CONVULSIONS/SEIZURES | 1 |
| DIABETIC PROBLEMS | 1 |
| DISTURBANCE | 14 |
| DOMESTIC | 3 |
| DRUG INVESTIGATION | 1 |
| ESCORT | 2 |
| EXTRA PATROL | 3 |
| FALLS | 9 |
| FAMILY DISPUTE | 1 |
| FIRE ALARM | 9 |
| FOLLOW UP INVESTIGATION | 17 |

| | |
|----------------------------------|-----|
| FORGERY/FRAUD | 1 |
| GAS LEAK/GAS ODOR | 5 |
| GRASS/BRUSH FIRE | 5 |
| HARASSMENT/THREATS | 9 |
| HEART PROBLEMS | 1 |
| HEAT/COLD EXPOSURE | 1 |
| HEMORRHAGE/LACERATIONS | 1 |
| ILLEGAL BURN | 3 |
| INFORMATION | 10 |
| JUVENILE PROBLEM | 8 |
| MEDICAL ALARM | 5 |
| MEET COMPLAINANT | 7 |
| MISSING/RUNAWAY | 5 |
| MOTORIST ASSIST | 35 |
| MVC - PROPERTY DAMAGE | 24 |
| MVC-HIT & RUN | 4 |
| MVC-W/INJURIES | 15 |
| ORDINANCE VIOLATIONS | 20 |
| OUTSIDE FIRE | 1 |
| POLICE ASSIST | 7 |
| PREGNANCY/CHILDBIRTH/MISCARRIAGE | 1 |
| PROPERTY REPORT | 4 |
| PSYCHIATRIC/ABNORMAL BEHAVIOR | 1 |
| PUBLIC ASSIST | 33 |
| PURSUIT | 4 |
| RETURN PHONE CALL | 39 |
| SCAM | 4 |
| SCHOOL BUS VIOLATION | 3 |
| SEX OFFENSE | 2 |
| SHOTS FIRED | 1 |
| SICK PERSON | 10 |
| SPECIAL ASSIGNMENT | 9 |
| STRUCTURE FIRE | 1 |
| SUSPICIOUS | 29 |
| THEFT | 6 |
| TRAFFIC COMPLAINT | 25 |
| TRAFFIC CONTROL | 1 |
| TRAFFIC HAZARD | 17 |
| TRAFFIC STOP | 720 |
| TRAUMATIC INJURIES | 2 |
| TRESPASS | 9 |

| | |
|-------------------------------|--------------|
| UNCONSCIOUS/FAINTING | 1 |
| UNKNOWN PROBLEM | 2 |
| VANDALISM | 4 |
| VEHICLE FIRE | 1 |
| VEHICLE UNLOCK | 17 |
| VIOLATION OF PROTECTION ORDER | 1 |
| WARRANT | 9 |
| WARRANT CHECK | 7 |
| WATER RESCUE | 1 |
| WEATHER | 1 |
| WELFARE CHECK | 28 |
| Grand Total | 1,340 |



Dallas County Sheriff's Office
Dallas County Calls in Van Meter Police Jurisdiction
9/1/2023 to 9/9/2024



| Van Meter Calls For Service | Dallas County |
|------------------------------------|----------------------|
| 911 HANGUP | 15 |
| 911 MISDIAL | 6 |
| ABANDONED VEHICLE | 3 |
| ABDOMINAL PAIN/PROBLEMS | 1 |
| ALARM | 12 |
| ANIMAL BITE/ATTACK | |
| ANIMAL COMPLAINT | |
| ANIMAL CONTROL | 4 |
| ASSAULT | 1 |
| ASSIST | 7 |
| BREATHING PROBLEMS | 1 |
| BURGLARY | 3 |
| CARDIAC OR RESPIRATORY ARREST | 3 |
| CHEST PAIN | |
| CIVIL DISPUTE | |
| CIVIL PAPER | 48 |
| CONTROLLED BURN | |
| DIABETIC PROBLEMS | |
| DISTURBANCE | 7 |
| DOMESTIC | 2 |
| ESCORT | |
| EXTRA PATROL | 12 |
| EXTRA WATCH | 2 |
| FALLS | 4 |
| FAMILY DISPUTE | |
| FIRE ALARM | 2 |
| FOLLOW UP INVESTIGATION | 2 |
| FORGERY/FRAUD | |
| GAS LEAK/GAS ODOR | 1 |
| GRASS/BRUSH FIRE | 1 |
| HARASSMENT/THREATS | |
| HEART PROBLEMS | |
| HEAT/COLD EXPOSURE | 1 |
| HEMORRHAGE/LACERATIONS | 2 |
| ILLEGAL BURN | |

| | |
|-------------------------------|------------|
| INFORMATION | 1 |
| JUVENILE PROBLEM | 4 |
| LIVESTOCK COMPLAINT | 1 |
| MEDICAL ALARM | |
| MEET COMPLAINANT | 1 |
| MISSING/RUNAWAY | |
| MOTORIST ASSIST | 12 |
| MVC - PROPERTY DAMAGE | 5 |
| MVC-HIT & RUN | 2 |
| MVC-W/INJURIES | 3 |
| ORDINANCE VIOLATIONS | |
| PROPERTY REPORT | |
| PUBLIC ASSIST | 2 |
| RETURN PHONE CALL | 6 |
| SCAM | |
| SEX OFFENSE | |
| SICK PERSON | 1 |
| SPECIAL ASSIGNMENT | 3 |
| SUSPICIOUS | 8 |
| THEFT | 2 |
| TRAFFIC COMPLAINT | 3 |
| TRAFFIC HAZARD | 2 |
| TRAFFIC STOP | 45 |
| TRAUMATIC INJURIES | 1 |
| TRESPASS | 2 |
| UNCONSCIOUS/FAINTING | 1 |
| UNKNOWN PROBLEM | |
| VANDALISM | |
| VEHICLE UNLOCK | 2 |
| VIOLATION OF PROTECTION ORDER | |
| WARRANT | 2 |
| WARRANT CHECK | 1 |
| WATER RESCUE | 1 |
| WELFARE CHECK | 3 |
| Grand Total | 254 |

| | Deputy 2- 5/2 Schedule (2080 Hours) | Deputy 2- 5/2 Schedule (2080 Hours) | Combined Deputy Costs | Van Meter FY24 Actual | Van Meter FY25 Budget | Notes |
|--|-------------------------------------|-------------------------------------|-----------------------|-----------------------|-----------------------|---|
| <i>Dallas Center Contracted Costs</i> | | | | | | |
| DCSO HOURLY RATE | 42.31 | 39.04 | | \$ 173,786.21 | \$ 220,000.00 | The VM amount represents the total wages including holiday, PTO, and OT. VM had 1 officer on all year, 1 at 3/4 of the year, 1 at just under 1/2 of the year and 1 very PT. Total hours worked in the CY - 4931. Revenue received from SRO 28E with VMCS and GTSB offsets wages. Offset wages shown in green. |
| BASE PAY -annually | 88,004.80 | 81,203.20 | \$ 169,208.00 | \$ 136,279.97 | \$ 175,000.00 | |
| Shift Differential | 0.00 | 1,040.00 | \$ 1,040.00 | | | |
| Holiday Pay- 11 days | 5,933.98 | 5,545.49 | \$ 11,479.46 | | | |
| IPERS | 7,994.19 | 7,470.82 | \$ 15,465.01 | \$ 15,950.59 | \$ 18,200.00 | The VM amount represents 3 FTE and 1 PTE. |
| MEDICARE & SOCIAL SECURITY | 7,186.32 | 6,715.83 | \$ 13,902.15 | \$ 13,076.37 | \$ 15,000.00 | The VM amount represents 3 FTE and 1 PTE. |
| LIFE INSURANCE \$35,000.00/ A D & D) | 66.67 | 66.67 | \$ 133.34 | | | The VM amounts represent the total premium for Medical, Dental, Vision, Life Insurance, Short & Long Term Disability and AD&D. The City pays 100% of the above listed premiums. |
| FAMILY MEDICAL, DENTAL, VISION (County Share) | 18,686.66 | 18,686.66 | \$ 37,373.32 | \$ 38,022.69 | \$ 49,000.00 | |
| EMPLOYEE ASSISTANCE PROGRAM | 26.28 | 26.28 | \$ 52.56 | | | |
| SHORT & LONG TERM DISABILITY INSURANCE | 413.33 | 413.33 | \$ 826.66 | | | |
| FLEXIBLE SPENDING (MEDICAL & DEPENDENT CARE) | 22.96 | 22.96 | \$ 45.92 | | | The City does offer an FSA but contributions are 100% employee funded. No cost to the City. |
| Unemployment | 100.00 | 100.00 | \$ 200.00 | | | The City is a non-contributing employer. No cost to the City UNLESS a claim is filed and approved. |
| Work Comp | 1,038.03 | 957.80 | \$ 1,995.83 | | | The City's WorkComp premiums are included in the P&C premiums reflected below. |
| TOTAL COMPENSATION | 129,473.21 | 122,249.04 | \$ 251,722.25 | | | |
| Internal Service Fund - HR/Ops Admin/IS | 19,500.00 | 19,500.00 | \$ 39,000.00 | | | |
| Internal Service- IT- Software/Equip | 9,500.00 | 9,500.00 | \$ 19,000.00 | | | |
| Vehicle Insurance | 1,600.00 | 1,600.00 | \$ 3,200.00 | | | |
| Vehicle Replacment Fund/Year | 17,000.00 | 17,000.00 | \$ 34,000.00 | | \$ 50,000.00 | |
| Fuel | 5,000.00 | 5,000.00 | \$ 10,000.00 | | | |
| Uniform | 350.00 | 350.00 | \$ 700.00 | \$ 4,458.84 | \$ 5,000.00 | |
| Training | 1,200.00 | 1,200.00 | \$ 2,400.00 | \$ 18,934.51 | \$ 9,000.00 | FY24 is higher than normal since 2 FTEs completed the academy. |
| Operations & Maintenance including Grounds | | | \$ - | \$ 29,766.66 | \$ 32,800.00 | This includes PD station maintenance, dues, operational equipment repair, legal expenses, printing & publishing, professional services including IT, office supplies and operating supplies. |
| Vehicle Operations & Repair & Maintenance | | | \$ - | \$ 14,536.60 | \$ 17,000.00 | This includes all vehicle maintenance, fuel, operations, & repairs. |
| Property/Casualty/Work Comp Premiums | | | \$ - | \$ 14,489.45 | \$ 9,300.00 | This premium includes Property & Casualty for vehicles, the station, work comp, cyber & privacy, law enforcement exposure, employee crime coverage and umbrella. |
| Laptop and Docking Station | 900.00 | 900.00 | \$ 1,800.00 | | | VM covers this in operations. |
| Monthly Aircard Price | 500.00 | 500.00 | \$ 1,000.00 | | | VM covers this in communication costs. |
| Cellular Phone - \$41.00/month | 500.00 | 500.00 | \$ 1,000.00 | \$ 6,546.14 | \$ 4,000.00 | This includes all communication costs. |
| TOTAL ADMINISTRATIVE COST | 56,050.00 | 56,050.00 | \$ 112,100.00 | | | |
| | | | \$ - | | | |
| TOTAL COMPENSATION AND ADMIN COST | 185,523.21 | 178,299.04 | \$ 363,822.25 | \$ 465,848.03 | \$ 604,300.00 | |
| | | | | \$ 38,820.67 | \$ 50,358.33 | |
| | | | | \$ 2,161.14 | \$ 3,000.00 | |
| EMPLOYER FUNDED ITEMS | | | | | | |
| IPERS - Employee 8.51% of Salary ** (Going to increase by 2-4% per year) ** | | | | \$ 34,623.68 | \$ 39,000.00 | |
| Employer 8.51% of Salary ** (Going to increase by 2-4% per year) ** | | | | \$ 2,882.56 | \$ 6,000.00 | |
| | | | | | | |

Life Insurance 100% Employer Funded
SHORT & Long Term Disability 100% Employer Funded
A D & D 100% Employer Funded
Medical, Dental, Vision Single Policy 25.83/mth
Family Policy - Employee pays \$254.83 per month 254.53/mth

FLEXIBLE SPENDING (MEDICAL & DEPENDENT CARE) 100% Employer Funded
Employee Assistance Program (EAP) 100% Employer Funded

The current union contract expires 6/30/2025- all numbers above are subject to change based on the executed contract.

RESOLUTION NO. 2021-4

**A RESOLUTION APPROVING A RENEWED 28E AGREEMENT BETWEEN THE
CITY OF DALLAS CENTER AND DALLAS COUNTY, IOWA, FOR
LAW ENFORCEMENT SERVICES**

WHEREAS, on April 11, 2017, the Council approved a 28E Agreement between the City of Dallas Center and Dallas County, Iowa, for Law Enforcement Services for the term from July 1, 2017, through June 30, 2021; and

WHEREAS, the 2017 Agreement provides that the parties shall determine if they wish to enter into a renewed Agreement and if so, shall approve the terms of such renewed Agreement by January 31, 2021, or such other date as they may agree; and

WHEREAS, the Council's Public Safety Committee worked with Dallas County Sheriff Chad Leonard on developing a renewed 28E Agreement for Law Enforcement Services (a copy of which is attached as Exhibit One); and the Council held a public hearing on the proposed renewed Agreement on January 12, 2021; and

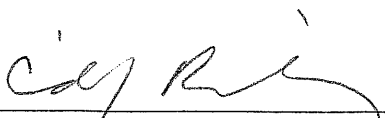
WHEREAS, proposed renewed 28E Agreement for Law Enforcement Services for the five-year term from July 1, 2021, through June 20, 2026, should be approved by the Council and the Mayor and Clerk authorized to execute such agreement.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Dallas Center, Iowa, that the renewed 28E Agreement between the City of Dallas Center, Iowa, and Dallas County, Iowa, for Law Enforcement Services (a copy of which is attached to this Resolution) is approved, and the Mayor and Clerk are authorized to execute the renewed 28E Agreement on behalf of the City of Dallas Center, Iowa.

Passed, approved, and adopted by the City Council of the City of Dallas Center, Iowa, on this 12th day of January, 2021.

Michael A. Kidd, Mayor

ATTEST:


Cindy Riesselman, City Clerk

LAW ENFORCEMENT SERVICES AGREEMENT

Return to:
Auditor's Office

PARTIES

This Agreement is hereby made and entered into by and between the County of Dallas County (County), at the request of and with the concurrence of the Dallas County Sheriff, and the City of Dallas Center (Municipality).

PURPOSE

It is the purpose of this Agreement to establish the terms and conditions for the Dallas County Sheriff to provide law enforcement services to the Municipality.

TERMS AND CONDITIONS

Pursuant to the provisions in Chapter 28E, Code of Iowa as amended, it is hereby agreed by the parties as follows:

1. The Sheriff will provide the City with law enforcement services within the corporate limits of Municipality.
 - a. Routine patrol, including door checks of commercial establishments
 - b. Radar operations to control speed
 - c. Enforcement of State laws and City Ordinances, and issue violations under City Ordinances upon request
 - d. Investigate traffic accidents and complaints
 - e. Provide a Detective to investigate crimes and ongoing investigations
 - f. Community policing activities
 - g. Supply and maintain fully equipped patrol cars and uniformed Deputies
 - h. Provide evidence storage for seized contraband
 - i. Attend city council meetings and /or present statistical reports of services and activities provided
2. The Sheriff will provide a minimum of two patrol vehicles and two patrol deputies within the corporate limits of the Municipality for eight hours a day, working a schedule of five days on and two days off, for a minimum total of 4,160 hours per fiscal year. The Sheriff shall annually provide the Municipality a list of the patrol persons who will be routinely assigned to the Municipality; however, to provide adequate coverage and to address vacations, sick leave, etc. the Sheriff's Office reserves the right to assign any of the Office's personnel to perform services under this Agreement.

3. The number of service hours to be provided, or the number of patrol vehicles, or the number of patrol persons may be increased or decreased upon mutual agreement of both parties. The Sheriff and the Mayor of the Municipality will from time to time meet to determine the appropriate schedules of the patrol persons provided, which may, from time to time, be modified as agreed upon.
4. Patrol persons assigned to the Municipality as a result of this agreement shall where applicable, file charges under Municipal ordinances. The Municipality will prosecute all charges filed as violations of Municipal ordinances at no additional cost to the County. If the Municipality has no ordinance, the charge may be filed under the applicable state statute. The Sheriff or patrol person shall retain discretion at all times to determine whether or not it is appropriate to file charges of any type.
5. The Sheriff shall make monthly reports to the Municipality, including a summary of the law enforcement activities occurring within the Municipality.
6. The Municipality agrees that its officers, agents and employees shall cooperate fully with the County in the performance of this agreement.
7. Assignment of duties, discipline of County employees and all matters incident to the performance of the duties of County employees shall remain solely the responsibility of the County and its officers, employees and commissions. The Municipality shall provide requested information and reports to facilitate the County's assignment and supervision of personnel.
8. The County shall be responsible for the payment of salary, wages, and/or any other compensation or benefits to any County employee providing services under this Agreement unless otherwise expressly agreed upon by the parties. Except as otherwise specified in this agreement, the Municipality shall not be liable for compensation to any county employee for worker's compensation claim for injury or sickness occurring while the employee undertakes duties and fulfillment of this Agreement.
9. Any cost increase to the County occurring as a result of action taken by the United States or Iowa Government which increases the cost of wages, insurance for employees or other benefits shall be borne by the Municipality. Should the County receive a Grant for Contract Law Enforcement, which specifically decreases the cost of fuel, wages or other costs with direct relationship to the Municipality of this Agreement, then those costs shall be adjusted accordingly to the Municipality. Adjustments may be made to the monthly contract sum, if mutually agreed upon in writing by the parties, due to (a) changes to the scope of services provided; (b) changes to the amount of hours of service provided; and salary and benefits adjustments.

PAYMENT

9. Pursuant to the payment calculation provided in the Law Enforcement Agreement detail of costs attached as Exhibit A, the Municipality agrees to pay the County the sum of:

\$18165.06 per month for the services agreed upon from July 1, 2021-June 30, 2022

\$18538.69 per month for the services agreed upon from July 1, 2022-June 30, 2023

\$18924.51 per month for the services agreed upon from July 1, 2023-June 30, 2024

\$19320.47 per month for the services agreed upon from July 1, 2024-June 30, 2025

\$19730.66 per month for the services agreed upon from July 1, 2025-June 30, 2026

Payment will be made to the Dallas County Sheriff's Office, PO Box 187, Adel, Iowa 50003, no later than the 15th day of each month.

11. In the event the County is unable to perform according to the Agreement through no fault of its own, the County shall refund to the Municipality any payment made for the period of non-performance in proportion to the contract price as the time of non-performance is to the contract price.
12. Each party shall allow access to all records, documents and papers necessary for the financial auditing of the parties' transactions. Appropriate records, documents and papers necessary to conduct a financial audit shall be maintained at each party's office.

INDEMNITY AND OTHER PROVISIONS

13. The County, its officers and employees shall not be deemed to have assumed any liability for intentional or negligent acts of the Municipality of the officers, employees or agents of the Municipality. The Municipality agrees to indemnify, save, hold harmless and defend Dallas County, its officials, officers, employees, agents and assigns from and against any and all liability, judgments, suits, claims, demands, actions, proceedings, damages, fines, expenses, losses, injuries to person and property, awards, costs (including reasonable attorney's fees) and interest arising out of, resulting from or incident to, either directly or indirectly any act, work, duty, use or omission, performed or to be performed pursuant to this Agreement as a result of any action, direct order or request of the Municipality by the Mayor, City Council Member, agent, officer or employee.
14. The Mayor of the Municipality, or designee, and the Sheriff, or designee, shall serve as liaisons under this Agreement, and shall establish a mutually agreed upon set meeting schedule to review any issues or concerns with the provision of services under this Agreement. Written notifications, request for service beyond this Agreement shall be made in writing and provided to the parties through the liaisons. The liaisons shall be available on a 24/7 basis, and shall provide to each other current contact information for the liaisons and designees.

15. Upon the occurrence of an emergency requiring the Sheriff to withdraw the Patrol person(s) or Patrol vehicle(s) assigned to the city and the contracted services cannot be returned within 1.5 hours, the County agrees to provide the services at a later time for the period of time that the services were withdrawn.
16. The Sheriff's Office shall retain discretion at all times to determine whether or not it is appropriate to file charges of any type. The Sheriff's Office audio/video recordings of incidents within the City may be viewed by the City Attorney, at the discretion of the Sheriff.
17. There is no separate legal entity established under this Agreement. The Dallas County Sheriff is the administrator for this Agreement and all real or personal property used by the Sheriff's Office in carrying out this Agreement is under the sole possession and control of the Sheriff.

TERM OF AGREEMENT

18. This Agreement shall become effective on July 1, 2020, and following the approval of the governing bodies of the parties to this agreement, signing by both parties, and being filed by the County according to law electronically with the Secretary of State pursuant to Iowa Code §28E.8 and filed with the County Recorder. This Agreement shall remain in effect for five (5) years from the effective date through June 30, 2026.
19. The parties agree to meet no later than October 1, 2025, to determine if they wish to enter into a renewed Agreement for Law Enforcement Services. In the event the parties agree to enter into a renewed Agreement, they will agree upon and approve the terms of such an Agreement no later than February 28, 2026, or such other date as they may mutually agree.
20. Either party may terminate this Agreement, with or without cause, by providing written notice to the other party by December 1st of the fiscal year prior to and effective on June 30, 2022, or June 30, 2023, or June 30, 2024, or June 30, 2025, or June 30, 2026.

HARDSHIP CLAUSE

No party shall be liable for any failure to perform its obligations where such failure is a result of Acts of Nature (including fire, flood, earthquake, tornado or other natural disaster), war, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power of confiscation, terrorist activities, nationalization, government sanction, embargo, labor dispute, lockout or interruption or failure of utilities, and no other party will have a right to terminate this Agreement under the clause of termination in such circumstances. Either party to this Agreement asserting hardship as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-

| | Deputy 2 - 5/2 Schedule (2080 Hours) | Deputy 2 - 5/2 Schedule (2080 Hours) |
|---|--------------------------------------|--------------------------------------|
| | 35.59 | 25.81 |
| BASE PAY -annually | 74,027.20 | 53,684.80 |
| IPERS | 6,854.92 | 4,971.21 |
| MEDICARE & SOCIAL SECURITY | 5,663.08 | 4,106.89 |
| LIFE INSURANCE \$35,000.00/ A D & D) | 61.33 | 61.33 |
| FAMILY MEDICAL, DENTAL, VISION (County Share) | 18,244.27 | 18,244.27 |
| EMPLOYEE ASSISTANCE PROGRAM | 18.00 | 17.60 |
| LONG TERM DISABILITY INSURANCE (\$100*.024) | 177.67 | 128.84 |
| Unemployment | 94.80 | 94.80 |
| Work Comp | 538.92 | 538.92 |
| TOTAL COMPENSATION | 105,680.19 | 81,848.66 |
| Internal Service Fund - HR/Ops Admin/IS | 1,040.00 | 1,040.00 |
| Vehicle Insurance | 804.00 | 804.00 |
| Vehicle Replacement Fund/Year | 7,000.00 | 7,000.00 |
| Fuel | 4,047.95 | 4,047.95 |
| Uniform | 300.00 | 300.00 |
| Training | 250.00 | 250.00 |
| Laptop and Docking Station | 900.00 | 900.00 |
| Monthly Aircard Price | 500.00 | 500.00 |
| Cellular Phone - \$32.00/month | 384.00 | 384.00 |
| TOTAL ADMINISTRATIVE COST | 15,225.95 | 15,225.95 |
| | 120,906.14 | 97,074.61 |
| TOTAL COMPENSATION AND ADMIN COST | 120,906.14 | 97,074.61 |
| | 12 EQUAL MONTHLY PAYMENTS OF | 217,980.75 |
| | | 18,165.06 |

EMPLOYER FUNDED ITEMS

IPERS - Employee 9.26% of Salary
 Employer 9.26% of Salary

Life Insurance 100% Employer Funded
 Long Term Disability 100% Employer Funded
 A D & D 100% Employer Funded
 Medical, Dental, Vision 23.89/mth
 Single Policy
 Family Policy - Employee pays \$254.83 per month
 Employee Assistance Program (EAP) 100% Employer Funded

Dallas County Sheriff's Office
 201 North Kinnick Dr.
 Adel, Iowa 50003
 July 1, 2022-June 30, 2023

Dallas Center

| | Deputy 2 - 5/2 Schedule (2080 Hours) | Deputy 2 - 5/2 Schedule (2080 Hours) |
|---|--------------------------------------|--------------------------------------|
| | 36.66 | 26.58 |
| BASE PAY -annually | 76,252.80 | 55,286.40 |
| IPERS | 7,061.01 | 5,119.52 |
| MEDICARE & SOCIAL SECURITY | 5,833.34 | 4,229.41 |
| LIFE INSURANCE \$35,000.00/A D & D) | 61.33 | 61.33 |
| FAMILY MEDICAL, DENTAL, VISION (County Share) | 18,244.27 | 18,244.27 |
| EMPLOYEE ASSISTANCE PROGRAM | 18.00 | 17.60 |
| LONG TERM DISABILITY INSURANCE (\$100*.024) | 183.01 | 132.69 |
| Unemployment | 94.80 | 94.80 |
| Work Comp | 538.92 | 538.92 |
| TOTAL COMPENSATION | 108,287.48 | 83,724.94 |
| Internal Service Fund - HR/Ops Admin/IS | 1,040.00 | 1,040.00 |
| Vehicle Insurance | 804.00 | 804.00 |
| Vehicle Replacement Fund/Year | 7,000.00 | 7,000.00 |
| Fuel | 4,047.95 | 4,047.95 |
| Uniform | 300.00 | 300.00 |
| Training | 250.00 | 250.00 |
| Laptop and Docking Station | 900.00 | 900.00 |
| Monthly Aircard Price | 500.00 | 500.00 |
| Cellular Phone - \$32.00/month | 384.00 | 384.00 |
| TOTAL ADMINISTRATIVE COST | 15,225.95 | 15,225.95 |
| TOTAL COMPENSATION AND ADMIN COST | 123,513.43 | 98,950.89 |
| | | 222,464.32 |
| | 12 EQUAL MONTHLY PAYMENTS OF | 18,538.69 |

EMPLOYER FUNDED ITEMS

IPERS - Employee 9.26% of Salary
 Employer 9.26% of Salary

Life Insurance
 Long Term Disability
 A D & D
 Medical, Dental, Vision
 Family Policy - Employee pays \$254.83 per month
 Employee Assistance Program (EAP)

100% Employer Funded
 100% Employer Funded
 100% Employer Funded
 23.89/mth
 100% Employer Funded

| | Deputy 2-5/2 Schedule (2080 Hours) | Deputy 2-5/2 Schedule (2080 Hours) |
|---|-------------------------------------|------------------------------------|
| | 37.76 | 27.38 |
| BASE PAY -annually | 78,540.80 | 56,950.40 |
| IPERS | 7,272.88 | 5,273.61 |
| MEDICARE & SOCIAL SECURITY | 6,008.37 | 4,356.71 |
| LIFE INSURANCE \$35,000.00/A D & D) | 61.33 | 61.33 |
| FAMILY MEDICAL, DENTAL, VISION (County Share) | 18,244.27 | 18,244.27 |
| EMPLOYEE ASSISTANCE PROGRAM | 18.00 | 17.60 |
| LONG TERM DISABILITY INSURANCE (\$100*.024) | 188.50 | 136.68 |
| Unemployment | 94.80 | 94.80 |
| Work Comp | 538.92 | 538.92 |
| TOTAL COMPENSATION | 110,967.87 | 85,674.31 |
| Internal Service Fund - HR/Ops Admin/IS | 1,040.00 | 1,040.00 |
| Vehicle Insurance | 804.00 | 804.00 |
| Vehicle Replacement Fund/Year | 7,000.00 | 7,000.00 |
| Fuel | 4,047.95 | 4,047.95 |
| Uniform | 300.00 | 300.00 |
| Training | 250.00 | 250.00 |
| Laptop and Docking Station | 900.00 | 900.00 |
| Monthly Aircard Price | 500.00 | 500.00 |
| Cellular Phone - \$32.00/month | 384.00 | 384.00 |
| TOTAL ADMINISTRATIVE COST | 15,225.95 | 15,225.95 |
| TOTAL COMPENSATION AND ADMIN COST | 126,193.82 | 100,900.26 |
| | 12 EQUAL MONTHLY PAYMENTS OF | 227,094.08 |
| | | 18,924.51 |

EMPLOYER FUNDED ITEMS

IPERS - Employee 9.26% of Salary
 Employer 9.26% of Salary

Life Insurance
 Long Term Disability
 A D & D
 Medical, Dental, Vision
 Family Policy - Employee pays \$254.83 per month
 Employee Assistance Program (EAP)

100% Employer Funded
 100% Employer Funded
 100% Employer Funded
 23.89/mth
 100% Employer Funded

| | Deputy 2 - 5/2 Schedule (2080 Hours) | Deputy 2 - 5/2 Schedule (2080 Hours) | Deputy 2 - 5/2 Schedule (2080 Hours) |
|---|--------------------------------------|--------------------------------------|--------------------------------------|
| | 38.89 | | 28.2 |
| BASE PAY -annually | 80,891.20 | | 58,656.00 |
| IPERS | 7,490.53 | | 5,431.55 |
| MEDICARE & SOCIAL SECURITY | 6,188.18 | | 4,487.18 |
| LIFE INSURANCE \$35,000.00/A D & D) | 61.33 | | 61.33 |
| FAMILY MEDICAL, DENTAL, VISION (County Share) | 18,244.27 | | 18,244.27 |
| EMPLOYEE ASSISTANCE PROGRAM | 18.00 | | 17.60 |
| LONG TERM DISABILITY INSURANCE (\$100*.024) | 194.14 | | 140.77 |
| Unemployment | 94.80 | | 94.80 |
| Work Comp | 538.92 | | 538.92 |
| TOTAL COMPENSATION | 113,721.36 | | 87,672.42 |
| Internal Service Fund - HR/Ops Admin/IS | 1,040.00 | | 1,040.00 |
| Vehicle Insurance | 804.00 | | 804.00 |
| Vehicle Replacement Fund/Year | 7,000.00 | | 7,000.00 |
| Fuel | 4,047.95 | | 4,047.95 |
| Uniform | 300.00 | | 300.00 |
| Training | 250.00 | | 250.00 |
| Laptop and Docking Station | 900.00 | | 900.00 |
| Monthly Aircard Price | 500.00 | | 500.00 |
| Cellular Phone - \$32.00/month | 384.00 | | 384.00 |
| TOTAL ADMINISTRATIVE COST | 15,225.95 | | 15,225.95 |
| TOTAL COMPENSATION AND ADMIN COST | 128,947.31 | | 102,898.37 |
| | | | 231,845.68 |
| | | | 19,320.47 |
| | | 12 EQUAL MONTHLY PAYMENTS OF | |

EMPLOYER FUNDED ITEMS

IPERS - Employee 9.26% of Salary
 Employer 9.26% of Salary

Life Insurance
 Long Term Disability
 A D & D

Medical, Dental, Vision Single Policy
 Family Policy - Employee pays \$254.83 per month
 Employee Assistance Program (EAP)

100% Employer Funded
 100% Employer Funded
 100% Employer Funded
 23.89/mth
 100% Employer Funded

Dallas County Sheriff's Office
 201 North Kinnick Dr.
 Adel, Iowa 50003
 July 1, 2025-June 30, 2026

Dallas Center

| | Deputy 2 - 5/2 Schedule (2080 Hours) | Deputy 2 - 5/2 Schedule (2080 Hours) | 29.05 |
|---|--------------------------------------|--------------------------------------|-------------------|
| | 40.06 | | |
| BASE PAY -annually | 83,324.80 | | 60,424.00 |
| IPERS | 7,715.88 | | 5,595.26 |
| MEDICARE & SOCIAL SECURITY | 6,374.35 | | 4,622.44 |
| LIFE INSURANCE \$35,000.00/ A D & D) | 61.33 | | 61.33 |
| FAMILY MEDICAL, DENTAL, VISION (County Share) | 18,244.27 | | 18,244.27 |
| EMPLOYEE ASSISTANCE PROGRAM | 18.00 | | 17.60 |
| LONG TERM DISABILITY INSURANCE (\$100* .024) | 199.98 | | 145.02 |
| Unemployment | 94.80 | | 94.80 |
| Work Comp | 538.92 | | 538.92 |
| TOTAL COMPENSATION | 116,572.32 | | 89,743.64 |
| Internal Service Fund - HR/Ops Admin/IS | 1,040.00 | | 1,040.00 |
| Vehicle Insurance | 804.00 | | 804.00 |
| Vehicle Replacement Fund/Year | 7,000.00 | | 7,000.00 |
| Fuel | 4,047.95 | | 4,047.95 |
| Uniform | 300.00 | | 300.00 |
| Training | 250.00 | | 250.00 |
| Laptop and Docking Station | 900.00 | | 900.00 |
| Monthly Aircard Price | 500.00 | | 500.00 |
| Cellular Phone - \$32.00/month | 384.00 | | 384.00 |
| TOTAL ADMINISTRATIVE COST | 15,225.95 | | 15,225.95 |
| TOTAL COMPENSATION AND ADMIN COST | 131,798.27 | | 104,969.59 |
| | | | 236,767.86 |
| | | | 19,730.66 |

12 EQUAL MONTHLY PAYMENTS OF

EMPLOYER FUNDED ITEMS

IPERS - Employee 9.26% of Salary
 Employer 9.26% of Salary

Life Insurance
 Long Term Disability
 A D & D
 Medical, Dental, Vision
 Family Policy - Employee pays \$254.83 per month
 Employee Assistance Program (EAP)

100% Employer Funded
 100% Employer Funded
 100% Employer Funded
 23.89/mth
 100% Employer Funded

From: [Jake Anderson](#)
To: [Elizabeth \(Liz\) Faust](#)
Subject: Fwd: law enforcement
Date: Friday, January 19, 2024 12:22:08 PM
Attachments: [C. Polk County Law Enforcement.pdf](#)
[Law Enforcement Agreement Agenda Memo.docx](#)
[LE Contract Proposals FY 20-21 to 29-30 Calculations - Grimes.xlsx](#)

Liz,

I'm an advocate for this type of arrangement. We spend 40-50% less than what comparable communities with departments report on their AFRs and we have full access to the depth of services offered by Polk County.

Thanks,
Jake

GRIMES RESOLUTION NO. 06-0320

A RESOLUTION APPROVING 28E AGREEMENT BETWEEN THE CITY OF GRIMES, IOWA AND POLK COUNTY SHERIFF FOR LAW ENFORCEMENT SERVICES

WHEREAS, the Polk County Sheriff has provided quality law enforcement services to Grimes pursuant to a 28E agreement for over thirty years, and the current agreement is set to expire on June 30, 2020; and,

WHEREAS, the proposed new 28E Agreement will provide Grimes with comprehensive law enforcement services, and the Polk County Sheriff has and will be able to deliver those services efficiently from a cost standpoint to the taxpayers of Grimes; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, AS FOLLOWS:

1. Grimes agrees to enter into the 28E Agreement for Law Enforcement Services with the Polk County Sheriff, which is attached as Exhibit 1;
2. The Mayor is hereby authorized to execute the attached 28E Agreement on behalf of the City of Grimes.

PASSED and approved this ___ day of June, 2020, by the City Council of the City of Grimes, Iowa.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams

LAW ENFORCEMENT SERVICES AGREEMENT

PARTIES

This Agreement is made and entered into by and between the COUNTY OF POLK (County) and the CITY OF GRIMES (City).

PURPOSE

It is the purpose of this Agreement to establish the terms and conditions for the Polk County Sheriff to provide law enforcement services to the City.

TERMS AND CONDITIONS

Pursuant to the provisions in Iowa Code Chapter 28E, it is hereby agreed by the parties as follows:

1. The parties agree that the Polk County Sheriff shall provide the following services within the corporate limits of the City:
 - a. Routine patrol, including door checks of commercial establishments;
 - b. Enforcement of criminal-related State laws and Local ordinances;
 - c. Investigation and follow up of crimes warranting additional investigation in the opinion of the Sheriff's Office;
 - d. Animal Control services as defined in Section 2.j.;
 - e. Specialized traffic and vehicle enforcement operations;
 - f. Community policing activities;
 - g. Attendance at City Council meetings.

2. The parties agree that the Polk County Sheriff may provide the services identified in Section 1 through any of the following means:
 - a. Patrol Division
 - 1) Traffic and accident investigations;
 - 2) Accident reconstruction using specialized training and equipment;
 - 3) Victim Resource Deputies trained in working with victims and their families;
 - 4) Sheriff's Office Canines' with multipurpose training covering search, tracking, and drug recognition.
 - b. Criminal Investigations, which may include:
 - 1) Property and personal crime investigators;
 - 2) Deputies assigned to FBI Joint Terrorism Task Force, FBI Safe Streets Task Force, U.S. Marshal's Service Fugitive Task Force, or similar special assignment;
 - 3) Deputies trained to work with sexual assault victims and child protective services.
 - c. Mid Iowa Narcotics Enforcement Task Force, which may include:
 - 1) Specialized drug investigations;
 - 2) Investigations with partner Federal, State, County, and Local law enforcement agencies.
 - d. Metro Special Tactics and Response Team, which may include:
 - 1) Metropolitan Advisory Council Enhanced Homeland Security service fees;
 - 2) Entry Team;
 - 3) Sniper/Rifle Team;
 - 4) Hostage Negotiations.
 - e. Cooperation with Central Iowa Traffic Enforcement Task Force actions.
 - f. Cooperation with Governor's Traffic Safety Task Force actions.
 - g. Use of automated speed enforcement technologies.

- h. Deputies trained and equipment to respond to large acts of civil disobedience and riots.
- i. Deputies trained in Community Policing techniques.
- j. Animal Control Services, which may include:
 - 1) The County will bill the City an annual fee for services provided hereunder.
 - 2) The County shall respond only to calls dispatched from the Polk County Sheriff's Office Communications Center requesting retrieval and impoundment of abandoned or at-large animals described by the persons authorized by the City or a member of the public, or requesting retrieval of animals then in the custody of City employees or member of the public.
 - 3) The County will transport any animals retrieved within the limits of the City to the County holding facilities of the Animal Rescue League of Iowa, Inc. (ARL).
 - 4) The County's duties hereunder are limited to responding to calls dispatched by the Polk County Sheriff's Office Communications Center for the purpose of attempting to locate and capture the animals complained of, and the retrieval and impoundment of the animals, as defined by the applicable City Ordinances related to animal control.
 - 5) The County shall be responsible for the enforcement of animal control laws and regulations within the City. The City Ordinances related to animal control will reflect the applicable Polk County Ordinances related to animal control.
 - 6) The City is responsible for the prosecution of violations of animal control laws and regulations within the City, with the assistance of the County's law enforcement and animal control officers.
 - 7) The County's law enforcement and animal control officers will assist the City in conducting any administrative hearings involving the disposition of animals declared vicious, similar to the County's own policies and procedures. The City will be responsible for handling the appeals of any administrative hearing decisions.
 - 8) The licensing and vaccination of animals shall remain the responsibility of the City.
 - 9) The County will make a reasonable attempt to locate, retrieve, or impound particular animals. The parties agree that the County may not be able to locate, retrieve, or impound the particular animal.
 - 10) The County will be responsible for the care, treatment, or ultimate disposition of any animal delivered to ARL holding facilities.
 - 11) The County may collect payment of an impoundment fee from the owner of a licensed or unlicensed animal. Upon receipt of the impoundment fee, the County will issue authorization and direct the owner of the licensed or unlicensed animal to the ARL. The owner of a licensed or unlicensed animal will be responsible for any and all fees incurred while the animal is at the ARL.
 - 12) Non-Domesticated, Exotic, and Dangerous Animal Exemption:
 - a) The parties understand that the ARL may be unable or unwilling to accept certain species of animals. These animals include all non-domesticated or wild animals and those animals considered dangerous or exotic.
 - b) The County will not pick up unacceptable animals, except in instances where a City Official believes an emergency situation exists.
 - c) If a City Official believes an emergency exists, the Official shall inform the Polk County Sheriff's Office Communications Center of the emergency situation prior to the dispatch of Animal Control Officers.
 - d) An emergency call received by the Polk County Sheriff's Office Communications Center shall authorize pick up without prior agreement on disposition, and if the pick-up is successful, the County will use its best efforts to locate a suitable holding facility for the animal. Although the County will make the safe pick-up of an animal the first priority, the Sheriff's Office has the discretion to utilize other means of animal control if an animal poses an immediate danger to public safety and safe pick-up is not a reasonable or realistic option.

- e) For the purpose of this Agreement, dead animals do not constitute an emergency situation. Dead animals or dead or injured deer will be the responsibility of the City.
3. The City shall not adopt or enact an ordinance, which attempts to expand the scope of this Agreement, or tries to obligate the Polk County Sheriff's Office to engage in any enforcement action beyond its statutory duties. The adoption or enactment of any such ordinance shall be considered a breach of this Agreement. Any failure of the City to nullify or void such an ordinance following a request by the County shall constitute sufficient grounds to terminate this Agreement, effective immediately.
 4. Law enforcement will be provided with a minimum of two Patrol vehicle and two Patrol Deputies within the corporate limits of the City seven (7) days per week, twenty four (24) hours per day.
 5. The Polk County Sheriff's Office shall annually provide the City a list of the Deputies that will be routinely assigned to the contract area. However, to provide adequate coverage during the contract period and to address vacations, sick leave, etc., the Sheriff's Office reserves the right to assign any of the Sheriff's Office Deputies to perform contract services.
 6. The City may request changes in the schedule outline in paragraph 4 or additional law enforcement for special events which shall be accommodated by the County to the extent personnel and equipment are available without the County incurring any additional expenses. The final schedule decisions for requests made by the City shall be made by the County.
 7. Polk County Sheriff's Office Patrol Division Shifts:
 - a. First Watch (Midnight)
 - b. Second Watch (Days)
 - c. Third Watch (Evenings)

The Polk County Sheriff's Office reserves the right to adjust shifts as necessary to maintain operational efficiency within the Office.

8. The City agrees that Polk County is not responsible for providing continuous surveillance for any twenty-four (24) hour period unless in the opinion of the County the threat of criminal activity warrants such surveillance.
9. Upon the occurrence of an emergency requiring the Sheriff to withdraw the Patrol person(s) or Patrol vehicle(s) assigned to the City and the contracted services cannot be returned within 1.5 hours, the County agrees to provide services at a later time for the period of time that the services were withdrawn.
10. The Sheriff's Office shall retain discretion at all times to determine whether or not it is appropriate to file charges of any type. Polk County Sheriff's Office audio/video recordings of incidents within the City may be viewed by the City Attorney, at the discretion of the Sheriff.
11. The Sheriff shall make written monthly reports to the City, including a summary of the law enforcement activities occurring within the City. Reports shall be provided through the designated liaisons.
12. The City agrees that its officers, agents, and employees shall cooperate fully with the County in the performance of the County's duties.
13. Assignment of duties, discipline, and promotion of County employees, and all matters incident to the performance of the duties of County employees shall remain the responsibility of the County and its officers, employees, and commissions. The City may provide requested information and reports to facilitate the County's assignment and supervision of personnel.

14. To the extent allowed by the Constitution and laws of the State of Iowa, the Parties shall indemnify, defend, and hold each other harmless from and against all claims, liabilities, demands, loss, cost and expense related to personal injury, death, or damage to persons or property arising out of or connected with and attributable to an act, error, omission or negligence in the performance of any terms, obligations or duties imposed by this Agreement or required by law by the indemnifying Party or that Party's officers or employees. Nothing in this paragraph or Agreement shall constitute a waiver of any statutory or common law defenses or immunities available to either party under Iowa law, including defenses and immunities specified under current Iowa Code Chapter 670.
15. The County shall be responsible for the payment of salary wages and/or any other compensation or benefits to any County employee providing services under this Agreement unless otherwise expressly agreed upon by the parties. Except as otherwise specified in this Agreement, the City shall not be liable for compensation to any County employee for workers' compensation claim for injury or sickness occurring while the employee undertakes duties and fulfillment of this Agreement.
16. The City and Polk County Sheriff's Office each designate contract administrators. The City designates the City Administrator and the Polk County Sheriff designates the Chief Deputy of the Patrol Division. This relationship will have the following requirements:
 - a. Contract administrators shall be available by mobile phone on a 24 hour basis. Each contract administrator shall have the responsibility of providing the other contract administrator with the name and mobile phone number of a designated back up during times of their unavailability.
 - b. The contract administrators shall establish a mutually agreed upon set meeting schedule to review any issues or concerns with the execution of services provided under the contract. Written notifications, requests for service, questions and proposed contract changes by the parties shall be made orally or in writing through and to the contract administrators.
 - c. The Polk County Sheriff's contract administrator will promptly notify the City contract administrator of the existence of any death or major criminal investigation, occurrence or arrest occurring in the City. The contract administrators will agree on the timing and limited scope of these notifications so as not to jeopardize the work of the Sheriff's office.
17. No real or personal property will be jointly acquired by the parties pursuant to the Agreement.
18. Adjustments may be made to the annual contract sum, if mutually agreed upon in writing by the parties, due to:
 - a. Changes to the scope of services provided, the addition of operations and planning support, and/or changes to the City's public safety needs;
 - b. Changes to the amount of hours of service provided;
 - c. Salary and benefits adjustments;
 - d. Action taken by the United States or State of Iowa which increases the cost of wages, insurance, or other benefits for employees;
 - e. Polk County providing a School Resource Officer to the Dallas Center-Grimes Community School District.
19. Each party shall allow access to all records, documents, and papers necessary for the financial auditing of the parties' transactions. Appropriate records, documents, and papers necessary to conduct a financial audit shall be maintained a minimum of three (3) years.

PAYMENT

- 20. The City agrees to pay the County the following amounts over the term of this Agreement for the services agreed upon above. A monthly invoice will be submitted for services rendered.
 - a. FY 2020/2021 – The total annual contract sum shall not exceed \$1,315,423.
 - b. FY 2021/2022 – The total annual contract sum shall not exceed \$1,366,998.
 - c. FY 2022/2023 – The total annual contract sum shall not exceed \$1,420,748.
 - d. FY 2023/2024 – The total annual contract sum shall not exceed \$1,476,800.
 - e. FY 2024/2025 – The total annual contract sum shall not exceed \$1,535,232.
 - f. FY 2025/2026 – The total annual contract sum shall not exceed \$1,596,191.
 - g. FY 2026/2027 – The total annual contract sum shall not exceed \$1,659,785.
 - h. FY 2027/2028 – The total annual contract sum shall not exceed \$1,726,148.
 - i. FY 2028/2029 – The total annual contract sum shall not exceed \$1,795,414.
 - j. FY 2029/2030 – The total annual contract sum shall not exceed \$1,867,730.

Attached as Exhibit A is a ten year budget that is the basis of the calculation of the above contract figures.

PERIOD OF AGREEMENT

- 21. This Agreement shall become effective upon signing by both parties and shall remain in effect until June 30, 2030.
- 22. The Sheriff or City may terminate this Agreement at any time, with or without cause, by providing written notice to the other party not less than one hundred eighty (180) days prior to the termination date. The effective date of termination will occur one hundred eighty (180) days following written notice or upon another termination date agreed to by the parties in writing.
- 23. Upon execution of each party to this Agreement, this Agreement shall be electronically filed by the County with the Secretary of State pursuant to Iowa Code §28E.8.

City of Grimes

Chairperson – Polk County Board of Supervisors

By: _____
Scott Mikkelsen

By: _____
Matt McCoy

Date: _____

Date: _____

Polk County Auditor

ATTEST:

By: _____
Jamie Fitzgerald

Rochelle Williams, Grimes City Clerk

Date: _____

Exhibit A

POLK COUNTY SHERIFF'S OFFICE
 City of Grimes
 Contract Law Enforcement
 FY 20/21 through FY 29/30

| Law Enforcement Services | Year 1 FY 20/21 | Year 2 FY 21/22 | Year 3 FY 22/23 | Year 4 FY 23/24 | Year 5 FY 24/25 |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| Annual Compensation per Position | | | | | |
| Base Salary ¹ | \$ 76,374 | \$ 78,283 | \$ 80,240 | \$ 82,246 | \$ 84,302 |
| Benefits/Annual ^{2,3} | \$ 34,390 | \$ 35,995 | \$ 37,684 | \$ 39,464 | \$ 41,337 |
| Annual Compensation Per Position | \$ 110,764 | \$ 114,278 | \$ 117,924 | \$ 121,710 | \$ 125,639 |
| Support Supplies & Services Estimate | | | | | |
| Vehicle Maint./Operations | \$ 4,063 | \$ 4,185 | \$ 4,311 | \$ 4,440 | \$ 4,573 |
| Misc. supplies | \$ 6,131 | \$ 6,314 | \$ 6,504 | \$ 6,699 | \$ 6,900 |
| Support Supplies & Services | \$ 10,194 | \$ 10,500 | \$ 10,815 | \$ 11,139 | \$ 11,473 |
| Vehicle & Equipment Depreciation Estimate | | | | | |
| Ballistic Vest | \$ 200 | \$ 200 | \$ 200 | \$ 200 | \$ 200 |
| Hand Held Radio (10 year depreciation/replacement) | 450 | 450 | 450 | 450 | 450 |
| Vehicle&Equipment Depreciation (See Vehicle Info. Tab) | 14,646 | 14,646 | 14,646 | 14,646 | 14,646 |
| Vehicle & Equip. Depreciation | \$ 15,296 | \$ 15,296 | \$ 15,296 | \$ 15,296 | \$ 15,296 |
| Estimated Expense Per Position | \$ 136,254 | \$ 140,074 | \$ 144,035 | \$ 148,145 | \$ 152,408 |
| Personnel Costs | | | | | |
| Base Coverage Hours (2*24*365) | 17,520 | 17,520 | 17,520 | 17,520 | 17,520 |
| Additional Shifts Per Week (1=40 Hrs, .5=20 Hrs) | - | - | - | - | - |
| Additional Shift Hours | - | - | - | - | - |
| Total Coverage Hours | 17,520 | 17,520 | 17,520 | 17,520 | 17,520 |
| Net Available Work Hours | 1,708 | 1,708 | 1,708 | 1,708 | 1,708 |
| FTE's Required (rounded) | 10.3 | 10.3 | 10.3 | 10.3 | 10.3 |
| Expense Per Position | \$ 136,254 | \$ 140,074 | \$ 144,035 | \$ 148,145 | \$ 152,408 |
| FTE's Required | 10.3 | 10.3 | 10.3 | 10.3 | 10.3 |
| Personnel Costs | \$ 1,397,965 | \$ 1,437,156 | \$ 1,477,796 | \$ 1,519,969 | \$ 1,563,710 |
| Additional Law Enforcement Personnel Costs | | | | | |
| Shift Differential- Base Hours | \$ 3,796 | \$ 3,796 | \$ 3,796 | \$ 3,796 | \$ 3,796 |
| Shift Differential- Additional Shift Hours | \$ - | \$ - | \$ - | \$ - | \$ - |
| Holiday Pay- Base Hours | \$ 45,254 | \$ 46,386 | \$ 47,544 | \$ 48,734 | \$ 49,952 |
| Holiday Pay- Additional Shift | \$ - | \$ - | \$ - | \$ - | \$ - |
| Additional Personnel Costs | \$ 49,050 | \$ 50,182 | \$ 51,340 | \$ 52,530 | \$ 53,748 |
| Animal Control Services | | | | | |
| Annual Service Fee (Per Capita & Average Activity) ⁴ | \$ 14,567 | \$ 14,858 | \$ 15,155 | \$ 15,458 | \$ 15,767 |
| Grand Total Annual Expense | \$ 1,461,582 | \$ 1,502,196 | \$ 1,544,291 | \$ 1,587,957 | \$ 1,633,225 |
| % of Total Expense | 90.00% | 91.00% | 92.00% | 93.00% | 94.00% |
| Monthly Contract Amount | \$ 109,618.58 | \$ 113,916.50 | \$ 118,395.67 | \$ 123,066.67 | \$ 127,936.00 |
| Proposed Contract Amount | \$ 1,315,423 | \$ 1,366,998 | \$ 1,420,748 | \$ 1,476,800 | \$ 1,535,232 |
| \$ Increase | \$ - | \$ 51,575 | \$ 53,750 | \$ 56,052 | \$ 58,432 |
| % Increase | | 3.92% | 3.93% | 3.95% | 3.96% |

- 1) Salary- Calculated using 2.5% increase annually.
- 2) Insurance- Calculated using 6.0% increase annually.
- 3) IPERS- Calculated using FY 19/20 Deputy rate of 9.51%
- 4) Animal Control Service Fee- Calculated using 2.0% increase annually.

POLK COUNTY SHERIFF'S OFFICE
City of Grimes
Contract Law Enforcement
FY 20/21 through FY 29/30

| Law Enforcement Services | Year 6 FY 25/26 | Year 7 FY 26/27 | Year 8 FY 27/28 | Year 9 FY 28/29 | Year 10 FY 29/30 |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| Annual Compensation per Position | | | | | |
| Base Salary ¹ | \$ 86,410 | \$ 88,570 | \$ 90,784 | \$ 93,054 | \$ 95,380 |
| Benefits/Annual ^{2,3} | 43,311 | 45,391 | 47,583 | 49,892 | 52,327 |
| Annual Compensation Per Position | \$ 129,721 | \$ 133,961 | \$ 138,367 | \$ 142,946 | \$ 147,707 |
| Support Supplies & Services Estimate | | | | | |
| Vehicle Maint./Operations | \$ 4,711 | \$ 4,852 | \$ 4,997 | \$ 5,147 | \$ 5,302 |
| Misc. supplies | \$ 7,107 | \$ 7,320 | \$ 7,540 | \$ 7,766 | \$ 7,999 |
| Support Supplies & Services | \$ 11,818 | \$ 12,172 | \$ 12,537 | \$ 12,913 | \$ 13,301 |
| Vehicle & Equipment Depreciation Estimate | | | | | |
| Ballistic Vest | \$ 200 | \$ 200 | \$ 200 | \$ 200 | \$ 200 |
| Hand Held Radio (10 year depreciation/replacement) | 450 | 450 | 450 | 450 | 450 |
| Vehicle&Equipment Depreciation (See Vehicle Info. Tab) | 14,646 | 14,646 | 14,646 | 14,646 | 14,646 |
| Vehicle & Equip. Depreciation | \$ 15,296 | \$ 15,296 | \$ 15,296 | \$ 15,296 | \$ 15,296 |
| Estimated Expense Per Position | \$ 156,835 | \$ 161,429 | \$ 166,200 | \$ 171,155 | \$ 176,304 |
| Personnel Costs | | | | | |
| Base Coverage Hours (2*24*365) | 17,520 | 17,520 | 17,520 | 17,520 | 17,520 |
| Additional Shifts Per Week (1=40 Hrs, .5=20 Hrs) | - | - | - | - | - |
| Additional Shift Hours | - | - | - | - | - |
| Total Coverage Hours | 17,520 | 17,520 | 17,520 | 17,520 | 17,520 |
| Net Available Work Hours | 1,708 | 1,708 | 1,708 | 1,708 | 1,708 |
| FTE's Required (rounded) | 10.3 | 10.3 | 10.3 | 10.3 | 10.3 |
| Expense Per Position | \$ 156,835 | \$ 161,429 | \$ 166,200 | \$ 171,155 | \$ 176,304 |
| FTE's Required | 10.3 | 10.3 | 10.3 | 10.3 | 10.3 |
| Personnel Costs | \$ 1,609,122 | \$ 1,656,262 | \$ 1,705,214 | \$ 1,756,054 | \$ 1,808,876 |
| Additional Law Enforcement Personnel Costs | | | | | |
| Shift Differential- Base Hours | \$ 3,796 | \$ 3,796 | \$ 3,796 | \$ 3,796 | \$ 3,796 |
| Shift Differential- Additional Shift Hours | \$ - | \$ - | \$ - | \$ - | \$ - |
| Holiday Pay- Base Hours | \$ 51,200 | \$ 52,480 | \$ 53,792 | \$ 55,138 | \$ 56,516 |
| Holiday Pay- Additional Shift | \$ - | \$ - | \$ - | \$ - | \$ - |
| Additional Personnel Costs | \$ 54,996 | \$ 56,276 | \$ 57,588 | \$ 58,934 | \$ 60,312 |
| Animal Control Services | | | | | |
| Annual Service Fee (Per Capita & Average Activity) ⁴ | \$ 16,083 | \$ 16,404 | \$ 16,732 | \$ 17,067 | \$ 17,408 |
| Grand Total Annual Expense | \$ 1,680,201 | \$ 1,728,942 | \$ 1,779,534 | \$ 1,832,055 | \$ 1,886,596 |
| | | | | | |
| % of Total Expense | 95.00% | 96.00% | 97.00% | 98.00% | 99.00% |
| Monthly Contract Amount | \$ 133,015.92 | \$ 138,315.42 | \$ 143,845.67 | \$ 149,617.83 | \$ 155,644.17 |
| Proposed Contract Amount | \$ 1,596,191 | \$ 1,659,785 | \$ 1,726,148 | \$ 1,795,414 | \$ 1,867,730 |
| \$ Increase | \$ 60,959 | \$ 63,594 | \$ 66,363 | \$ 69,266 | \$ 72,316 |
| % Increase | 3.97% | 3.98% | 4.00% | 4.01% | 4.03% |

1) Salary- Calculated using 2.5% increase annually.
2) Insurance- Calculated using 6.0% increase annually.
3) IPERS- Calculated using FY 19/20 Deputy rate of 9.51%
4) Animal Control Service Fee- Calculated using 2.0% increase annually.

From: [Joe Herman](#)
To: [Adam Infante](#); [Elizabeth \(Liz\) Faust](#)
Cc: [Shannon Rollings](#)
Subject: Re: Law Enforcement Contract Costs
Date: Tuesday, August 20, 2024 12:07:12 PM
Attachments: [image002.png](#)
[image003.png](#)

Adam, Thank you for your quick response. This will be a great starting point for our discussions. We will contact you as we work thru this process.

Sent from my U.S.Cellular© Smartphone
Get [Outlook for Android](#)

From: Adam Infante <Adam.Infante@dallascountyiowa.gov>
Sent: Tuesday, August 20, 2024 11:53:57 AM
To: Joe Herman <jherman@vanmeteria.gov>
Cc: Shannon Rollings <Shannon.Rollings@dallascountyiowa.gov>
Subject: Law Enforcement Contract Costs

Mayor Herman,

As discussed in our phone call, here is our costs for 2 Deputies THIS current year. I can't tell you the future costs, we won't begin union contract negotiations until this January. I would imagine our salary costs and everything tied to the salary will increase. I also won't know the term of the contract till we iron it out. So the numbers you see here will increase beginning July of 25.

Some bullet points for consideration:

- If Van Meter contracted with Dallas County, it makes it very expensive and difficult to start over with a police department in the future.
- Van Meter could loose funds from city code/statute enforcement-we currently charge on state codes and would have to change to a new software maybe to accommodate city codes (\$\$\$)
- No guarantee for the future-Sheriff is elected and a new one might come in and choose to not renew the contract or doesn't do as a good a job as you would like.
- Local accountability/control *could* suffer. City Council/City Manager/Mayor can't fire or discipline the Sheriff or his/her employees.
- We don't have school resource officers (not opposed to getting them-just don't currently have one) and I believe that is a huge benefit to your community!
- We would most likely structure our contract to account for our inability to hire people (same problems you already have). Our future contracts will take into account if we are shorthanded, there could be less coverage at times.

I am more then willing to speak to your city if you have more specific questions about this. Best of luck, I certainly empathize with your situation.

I've attached our Office Manger Shannon Rollings to this email in case you have any money/benefit specific questions.

Thanks,
Sheriff Infante



Adam Infante
Sheriff 25-1

Dallas County Sheriff's Office
28985 Thin Blue Line Lane Adel, IA 50003
O: 515.993.4771 | 24/7: 515.993.4567
adam.infante@dallascountyiowa.gov
[*Download Our App for your Phone*](#)



Agenda Item #4

Discussion:

Finance Options for 601 Main

Submitted for: **Discussion**

Staff will provide an overview of the two options available for funding a proposed renovation for the Van Meter Public Library/Police Station/Fire Station at 601 Main 1) bond referendum and 2) reverse referendum.

Information from the Iowa League of Cities pertaining to general obligation bonds is included.

- **Essential Corporate Purpose Bonds**

Bonds issued for basic or necessary city functions are termed “essential” corporate purpose bonds and do not require a public election for approval.

These essential city functions are spelled out in Iowa Code Section 384.24(3) and include:

- o Street repair and construction, traffic control devices and street lighting fixtures.
- o Dead or diseased tree removal.
- o Sidewalks, underpasses and overpasses.
- o Sewage, solid waste collection and disposal and storm drainage.
- o Bridge, culvert, retaining wall, viaduct, underpass, grade crossing construction and repair.
- o Refunding, adjustment, renewal, extension, or settlement of legal indebtedness of the city, whether the debt is general obligation bonds, warrants or judgments.
- o Joint projects with another government, which, if undertaken by your city alone, would be for an essential corporate purpose.
- o Air, noise or water pollution control construction and repair.
- o Flood control protection.
- o Equipping of fire, police, sanitation, street and civil defense departments.
- o Emergency communication equipment.
- o Cemetery acquisition and improvement.
- o Ambulance and ambulance equipment acquisition.
- o Geographic computer database systems.
- o Urban renewal programs (except that an election can be petitioned).
- o Reconstruction and improvement of dams, airports, parks and TV translator systems already owned.
- o Water works and water main construction and repair.
- o Insurance, self-insurance or a local government risk pool.
- o Acquisition, restoration or demolition of abandoned, dilapidated or dangerous buildings, structures or properties or the abatement of a nuisance.
- o Funding of programs for purposes authorized by the municipal housing law.
- o Remediation, restoration, repair, cleanup, replacement and improvement of

property, buildings, equipment and public facilities damaged by a disaster or the reimbursement of the city’s general fund for expenditures made for these purposes.

Before essential corporate purpose bonds may be issued, a notice must be published stating the amount and purpose of the bonds and announcing the time and place of a hearing at which the council will receive oral and written objections. The council may vote to issue the bonds after this hearing by a simple majority vote.

- **General Corporate Purpose Bonds (Voter Approval)**

The primary distinction between essential and general corporate purpose bonds is that general corporate purpose bonds require voter approval (referendum) (see Iowa Code Section 384.24). The ballot proposition must receive a favorable vote from at least 60 percent of those voting in order to be approved (Iowa Code Section 384.26). The initial construction and any subsequent improvements to city buildings or recreation facilities per the list below may not be financed without this direct voter approval, except under the circumstances noted below. General corporate purposes include the following:

- o Any utility, enterprise or other public improvement which does not meet the definition of essential corporate purpose.
- o Community center houses, recreation grounds, recreation buildings, juvenile playgrounds, swimming pools, recreation centers, parks and golf courses.
- o City halls, jails, police stations, fire stations, garages, libraries and hospitals.
- o Tree removal or planting other than on the public right of way.
- o Greenhouses, conservatories, horticultural centers.
- o Projects undertaken jointly with another government body which, if undertaken by your city alone, would be for a general corporate purpose.
- o Dams at the time of acquisition.
- o Airports at the time of establishment.
- o Any other purpose which is necessary for the operation of the city or the health and welfare of its citizens which is not an essential corporate purpose.

The council must determine the maximum amount of debt to be incurred and the exact purposes of the project to schedule a referendum on a general corporate purpose bond issue. It is recommended to consult your city attorney and county auditor to schedule any needed referendums in a timely fashion.

The ballot proposition must receive a favorable vote from at least 60 percent of those voting in order to be approved (Iowa Code Section 384.26).

- **“Reverse Referendums”**

As an alternative to calling an election on bonds for general corporate purposes, state law gives city councils the option to use the so-called “reverse referendum” approach, within certain dollar limits.

Using this method, the public is notified by a published notice of the council’s intent to issue bonds for a general corporate purpose, up to a specified amount. The notice must be published at least ten days prior to the date set for a hearing on the bond issue. The notice must state that voters have the right to file a petition with the council demanding an election be held on the question. To be valid, the petition must be signed by a number of persons equal to ten percent of the number of voters at the last regular city election. If such a petition is filed, the council must either set a date for election or drop the proposed financing.

If a petition is not filed, the council may proceed with the bond issue, provided the amount of bonds does not exceed the following limitations:

- o In cities with populations of 5,000 or less, up to \$400,000.
- o In cities with populations of more than 5,000 but less than 75,000, up to \$700,000.
- o In cities with populations above 75,000, up to \$1,000,000.

The thresholds in each category increase 30% on July 1, 2024.

3. Revenue Bonds

If your city wants to issue revenue bonds for an improvement, the council must first hold a bond hearing and pass an authorizing resolution. Revenue bonds may

be issued without a vote of the citizens. Revenue bonds may be issued for such municipal projects as:

- Utility operations
- Parking facilities
- Civic centers
- Recreation facilities
- Airports
- Solid waste facilities
- Bridges
- Hospitals
- Bus systems
- Stadiums
- Childcare centers
- Housing for the elderly or physically handicapped

There must be adequate revenue from these enterprises to pay off these bonds, because the debt is not secured by the property tax base of your city. Revenue bonds typically have an interest rate slightly higher than general obligation debt.

Sometimes you may want to issue both general obligation and revenue bonds for a project. If this is done, the procedures required for both types of bonds must be followed. Be careful not to combine purposes when issuing revenue bonds.

4. Special Assessment Bonds

Some public improvements projects can be financed through charges to the owners of properties that benefit directly from the improvements. Improvements financed in this way are called special assessment improvements. Before setting up a special assessment program consult carefully with your bond counsel and engineer.

5. Bond Sale

When your city sells bonds, you must follow the provisions of Chapter 75 of the Iowa Code. If you are planning a project which may be paid in whole or in part with proceeds from tax-exempt bonds, notes or other obligations, you may be able to reimburse eligible project expenditures (such as architectural or engineering fees, survey and soil testing) that your city paid from other city funds prior to the closing of the bond sale. To do so, the city council must adopt a reimbursement resolution at the appropriate time. There are numerous rules and requirements that apply to such reimbursements, so it is especially important to consult with qualified bond counsel early in the process if you are considering such action.

Agenda Item #5

Closed Session pursuant to Iowa Code Chapter 21.5 (c)

Sample Language:

Mayor: Do I hear a motion to enter into closed session?

City Councilmember: _____ *So moved.*

City Councilmember: _____ *Second.*

Mayor: Roll Call Please.

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Mayor: As of __:__ pm, closed session is in progress.

Mayor: Do I hear a motion to exit from closed session?

City Councilmember: _____ *So moved.*

City Councilmember: _____ *Second.*

Mayor: Roll Call Please.

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Mayor: As of __:__ pm, closed session has ended.

Agenda Item #6

Reserved for Possible Action as a
Result of Closed Session Pursuant
to Iowa Code Chapter 21.5(1)(c)

Sample Language:

City Councilmember: _____ *So moved.*

City Councilmember: _____ *Second.*

Mayor: Roll Call Please.

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Agenda Item #7

Adjournment

Submitted for: **ACTION**

Recommendation: **APPROVAL**

Sample Language:

Mayor: With no further business, do I hear a motion to adjourn?

City Councilmember: _____ **So moved.**

City Councilmember: _____ **Second.**

Mayor: Roll Call Please.

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Mayor: This meeting is adjourned at _____pm. Thank you.