

Agenda for the Special Meeting of the Fire Board

Monday April 27, 2026 6:00 PM in City Hall – 107 Main Street, Maxwell, IA

1. Call to Order
2. Roll Call
3. Approve Agenda as Presented or Amended
4. Discussion and possible action regarding submission of a sealed bid for the City of Decorah's Kawasaki Mule.
5. Discussion and possible action regarding the 28E agreements, including potential changes or updates
6. Adjournment

Decorah Fire Department Sealed Bid Notice – Sale of Side-by-Side Utility Vehicle

The Decorah Fire Department is accepting sealed bids for the sale of a side-by-side (UTV) utility vehicle.

Vehicle Information

- Type: UTV

- Condition: Used/Like New

- Additional details: 2013 Kawasaki Mule 4010 Diesel 425 miles 100 hrs 4x4 w/ Diff Lock, Camso Tracks, Tires are like new. Whelen Spot/ Flood light. Whelen Pioneer Lights. Whelen Emergency Lights. Siren. Warn Winch. 120 gal Water tank with Honda Pump. EMS Patient Carrier Cot Attachment. The vehicle is being sold as-is, where-is with no warranties expressed or implied.

Bid Submission Instructions

- All bids must be submitted in a sealed envelope clearly marked:

“Sealed Bid – Side-by-Side UTV”

- Include bidder’s name, address, and contact information

- Include the total bid amount

Submit bids to:

Decorah Fire Department

400 Claiborne Drive

Decorah, IA 52101

Bid Deadline

All sealed bids must be received no later than:

May 4, 2026 at 2:00pm

Late bids will not be accepted.

Terms and Conditions

- The Decorah Fire Department reserves the right to reject any and all bids

- The vehicle will be awarded to the highest responsible bidder

- The successful bidder is responsible for pickup and transport

Award Notification

The successful bidder will be notified within 1 day following the bid opening.

Contact Information

For questions or to schedule an inspection, please contact:

Decorah Fire Department

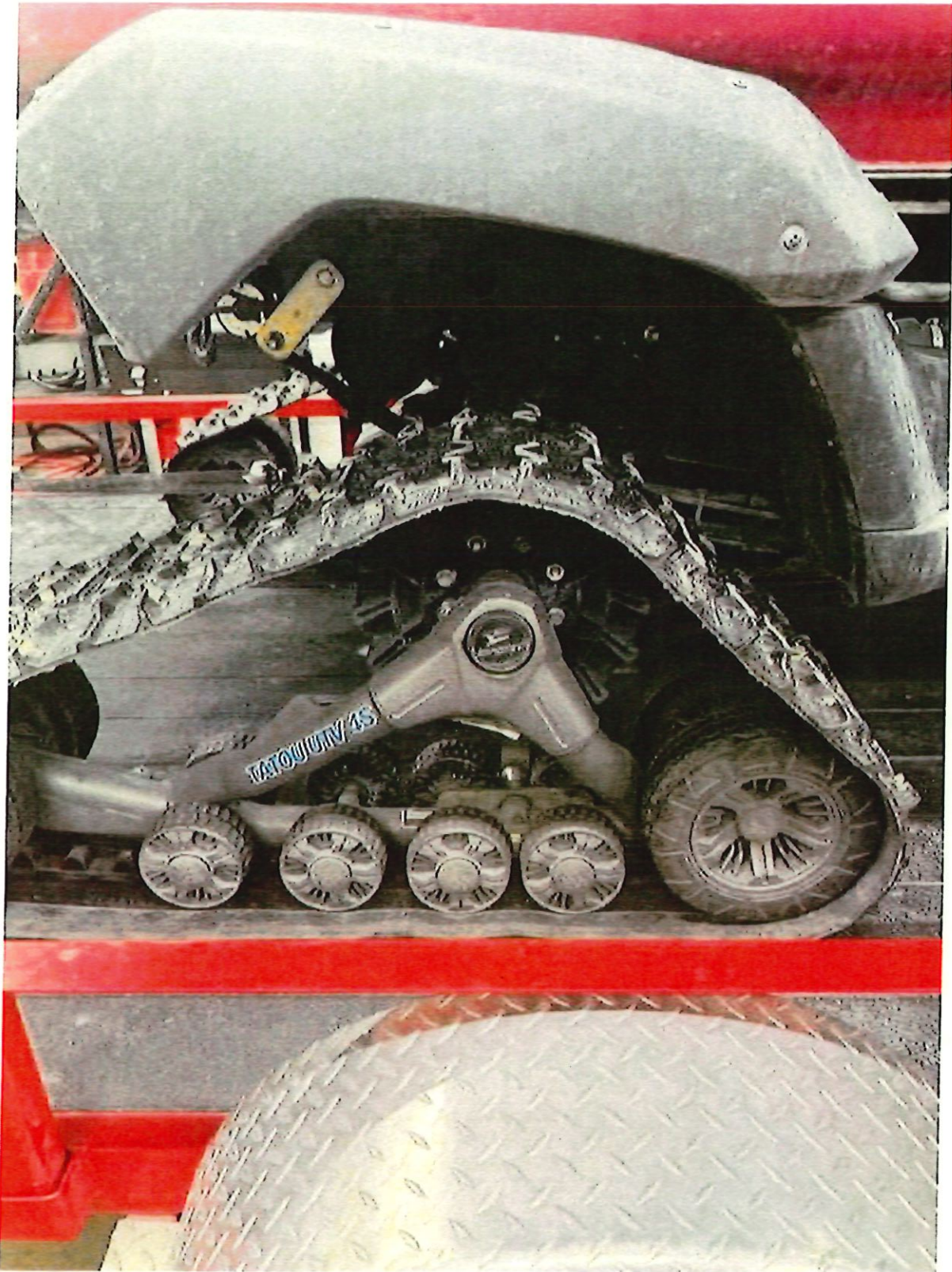
Zach Kerndt

563-382-3472

Driver3@decorah.iowa.gov









Instrument #: 2026-01021
02/09/2026 12:33:19 PM Total Pages: 10
28E 28E AGREEMENTS
Recording Fee: \$ 52.00
Stacie Herridge, Recorder, Story County Iowa



Type of Document: 28E Agreement

Wendy Crabtree, Maxwell City Clerk 107 Main Street PO BOX 215 Maxwell, IA 50161

Preparer Information: (Individual's Name, Street Address, City, State, Zip, Phone) 515-387-8655

N/A

Taxpayer Information: (Individual/Company Name, Street Address, City, State, Zip, Phone)

Wendy Crabtree, Maxwell City Clerk 107 Main Street PO BOX 215 Maxwell, IA 50161

Return Document to: (individual/Company Name, Street Address, City, State, Zip)

Grantors:

City of Maxwell

Grantees:

Indian Creek Township

Legal Description:

28E Agreement between the City of Maxwell and Indian Creek Township for Fire Protection and Emergency Medical Services

Instrument Number/Book and Page Reference:

28E AGREEMENT BETWEEN
THE CITY OF MAXWELL STORY COUNTY, IOWA, AND INDIAN
CREEK TOWNSHIP, STORY COUNTY IOWA FOR FIRE
PROTECTION AND EMERGENCY MEDICAL SERVICES
PROVIDED BY THE CITY OF MAXWELL, STORY COUNTY IOWA

Prepared by: Wendy Crabtree, Maxwell City Clerk
107 Main Street, PO Box 215 Maxwell, IA 50161-0215
phone: (515) 387-8655

Return to: Wendy Crabtree, Maxwell City Clerk
107 Main Street, PO Box 215 Maxwell, IA 50161-0215
phone: (515) 387-8655

CONTRACT FOR FIRE PROTECTION AND EMERGENCY
RESPONSE SERVICES BETWEEN

1. Public Entities

This contract shall be between the City of Maxwell, hereafter referred to as "the City", and Indian Creek Township, hereafter referred to as "the Township."

2. Area Served

The legal description of the area to be afforded fire suppression and emergency response services as provided by this Contract is attached as Exhibit A to this Contract. A map of the area described in Exhibit A is attached as Exhibit B to this Contract.

3. Services Provided

It is agreed that the City will provide fire protection and other emergency services as set forth in Exhibit C for all property in the Township as described in Exhibit A. Exhibit C is hereby included and made a part of the contract.

4. Equipment

It is further agreed that the City will own, maintain, house and staff the fire protection, emergency medical services and other emergency equipment used under this Contract.

5. Tax Levies

It is agreed that the Trustees of the Township will levy enough taxes within the tax limitations prescribed by the Code of Iowa to pay for the Township's agreed upon share of the fire and emergency equipment maintenance, replacement and all other necessary expenditures to provide fire protection and other emergency services to the signatories.

6. City Contribution

It is further agreed that the City will pay a percentage of the actual costs incurred for fire protection and other emergency services for the City and the Township based upon the cost sharing formula as outlined in Section 7. Payment of hydrant rental, if any, shall not be considered as a cost under this Contract, being the sole responsibilities of the City.

7. Cost Sharing Formula

The amounts that each party to this Contract shall pay per service shall be based on the following formula:

$$\text{Share of costs} = \frac{\%TV + \%TC + \%Pop}{3}$$

Where: %TV= Annual taxable value of real estate in area served as a percentage of the total taxable value of all areas served.
 %TC= Annual emergency calls to the area served, by service, as a percentage of the total number of emergency calls, by service, to all areas served.
 %Pop= Annual Population of area served as a percentage of the total population of all areas served.

A running average of fire and emergency calls from the most recent five (5) years, shall be applied to the formula. The running average of fire and emergency calls shall be recalculated on an annual basis with the most current available data.

For all purposes under this Contract, population figures shall be based on the most recent federal census or special federal census, whichever is latest, for each Member. The population for Indian Creek Township shall be that of the unincorporated portion of the Township.

8. Emergency Services Advisory Board

To facilitate communication, an Emergency Services Advisory Board, hereafter referred to as "the Board", is created. The Board is created only

for advisory and communication purposes and shall not be responsible for the administration and operations of the Fire or EMS Departments. The Board shall consist of two trustees from each Township served by the City and two elected officials of the City. The Mayor, Fire Chief and the EMS Chief shall serve as non-voting, ex-officio members of the Board. All meetings of the Board shall be public meetings with notice of the meeting and posting of an agenda as required by City Code. Voting shall be by member community. A simple majority of the member communities are needed for approval of any item. A quorum for the Board shall consist of one member from any townships served, one member from the City Council and the Fire Chief or the EMS Director.

The Board shall consider and advise the city council on the annual budget for the operation of the departments, review expenditures and revenues of the departments as needed, and recommend to the Council major expenses and purchases of new vehicles and equipment. Prior to February 1st of each year, a recommended expenditure budget for fire protection and emergency services shall be submitted to the city council of the City by the Board. All recommended expenditures shall be shared expenditures utilizing the procedure established in Section 7 Cost Sharing Formula stated above unless the budget recommendation clearly states an expenditure is City only or Township only expenditure. Intergovernmental revenue from the Townships to the City shall be based the recommended expenditures.

9. Township Payments

It is agreed that the Township Clerk shall promptly transmit, on or before December first and June first each year all tax monies received during the six months immediately preceding said dates resulting from the first protection levies for the money to pay costs agreed to under this Contract. Payments shall be sent to the City Clerk of the City of Maxwell. The City agrees that all unspent budgeted funds at the end of each fiscal year for Fire and EMS shall be transferred from the City General Fund and placed into trust funds established for each service respectively to be used,

- B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.
- C. Malpractice/Errors & Omissions. Coverage for all fire fighters and officers for errors and omissions in the performance of duties with a maximum limit of no less than \$1,000,000.

13. Liability and Indemnification

The City shall at all times during the term of this Agreement and thereafter, defend and hold the Township harmless against all claims and expenses, including legal expenses and reasonable attorney's fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from any action or inaction by the city concerning the provision of emergency response services. Notwithstanding anything contained in this Agreement, this paragraph shall not expand the limited liability of the City granted by law.

14. Terms of Contract

The entities agree that this Contract is the complete contract of the parties and nothing further may be utilized to explain, contradict or nullify the contract. The parties further agree that this document is six (6) pages, excluding the title page, encompassing twenty numbered sections plus Exhibits A, B and C. Each party has had ample opportunity to seek independent advice with regard to its terms. If there are to be any changes to this Contract, they shall be done in writing and signed by all entities.

15. Jurisdiction, Venue, and Attorney's Fees

In the event there are any disputes that arise between the entities, all entities hereby consent and agree to the jurisdiction of the State of Iowa and the venue of Story County, Iowa. All disputes shall be decided according to the laws of the State of Iowa, and the prevailing entity shall be entitled to reasonable attorney's fees.

16. Article Headings

The article headings contained in this Contract are for reference purposes only and shall not affect the meaning or the interpretation thereof.

17. Execution of Documents

The parties agree to timely execute any documents necessary to carry out the terms of this Contract. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

18. Amendments

The City Clerk of the City shall cause this Contract to be recorded in the office of the county recorder and filed with the Secretary of State prior to the effective date of this Contract. Any amendment, before adoption, must receive unanimous approval of the governing bodies of the public entities that are signatories to this Contract made at least thirty (30) days prior to the first day of February next preceding the date in Section 19 or any subsequent February 1st thereafter.

An amendment to Section 7 is required to add service to another public agency. Any duly approved amendments to the Contract shall be filed with the secretary of State and recorded in the office of the Story County Recorder.

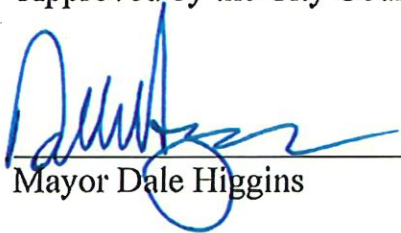
19. Duration of Contract

This Agreement shall be in effect beginning February 1, 2026 and continue thereafter until such time as one of the parties wishes to amend or terminate the Agreement pursuant to Sections 18 and 20 of this Agreement.

20. Termination

In the event that any public entity that is a party to this Contract shall desire to withdraw or terminate this Contract, a written notice of withdrawal shall be completed and delivered to all other public entities by hand delivery or certified mail by the first day of February prior to the expiration date of this Contract as stated in Section 19. Said withdrawal or termination shall not become effective until June 30th, and all current and outstanding payments for services have been made by the townships to the city.

Approved by the City Council of the City of Maxwell, Iowa



Mayor Dale Higgins

Date 2/2/26



City Clerk Wendy Crabtree

Date 1/29/2026

Approved by the Board of Trustees of Indian Creek Township



Township/Trustee
Mark Reisdorf

Date Jan 29 2026



Exhibit A — Legal Description of Township Served

Sections I through 36 inclusive within T82N R22W of the 5th PM,
excluding incorporated areas,

Exhibit B - Map of Township Served

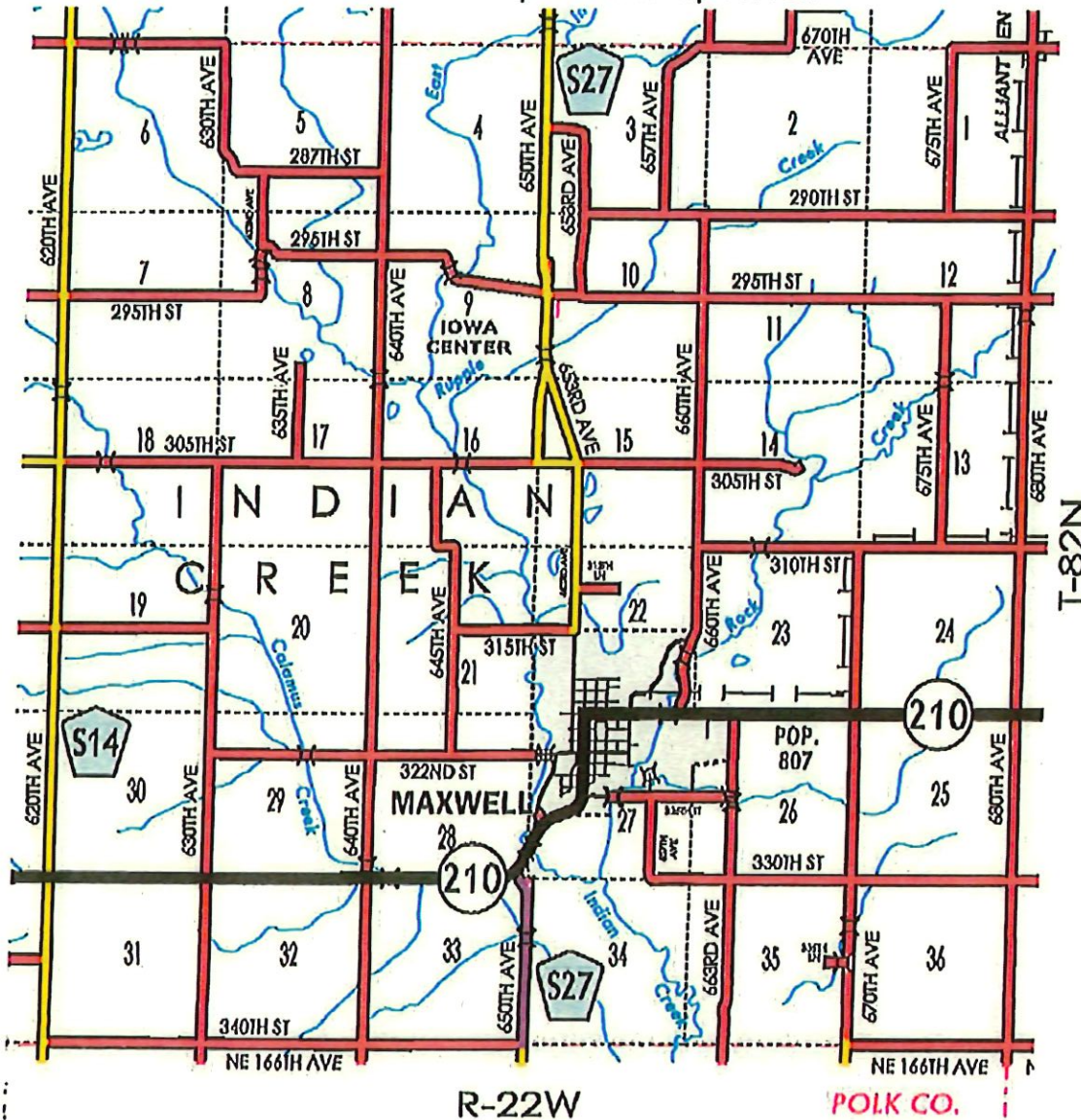


Exhibit C -Services Provided to the Township

Fire Protection and First Responder Emergency Services within the jurisdictions of the parties utilizing available volunteer services and within the operational capabilities of the City Fire and EMS departments.



Doc ID: 024003250007 Type: GEN
 Recorded: 09/30/2010 at 08:27:07 AM
 Fee Amt: \$0.00 Page 1 of 7
 Revenue Tax: \$0.00
 Polk County Iowa
 JULIE M. HAGGERTY RECORDER
 File# 2011-00023791

BK 13598 PG 726-732

RETURN RECORDED DOCUMENT TO: POLK COUNTY PUBLIC WORKS DEPT.* 5885 NE 14TH ST. * DES MOINES, IA 50313 * 515-286-3705

AGREEMENT FOR CONTINUED FIRE PROTECTION
 AND EMERGENCY RESPONSE SERVICES FOR BENEFIT OF WASHINGTON TOWNSHIP,
 POLK COUNTY IOWA AND INDIAN CREEK TOWNSHIP, STORY COUNTY IOWA,
 PROVIDED BY THE CITY OF MAXWELL, STORY COUNTY IOWA

1. Public Entities/Parties.

This agreement and contract shall be between the City of Maxwell, hereafter referred to as the "City" and Polk County, hereafter referred to as "the County" for the benefit of the property and persons in that portion of Washington Township identified in this agreement, hereafter referred to as "The Township Property".

2. Purpose.

The purpose of this agreement is for the County to comply with Iowa Code § 331.385(5) by collecting taxes levied on The Township Property and forwarding those taxes to the City to pay for the continuation of emergency response services provided by the City to The Township Property as set forth in the "28E AGREEMENT BETWEEN THE CITY OF MAXWELL AND WASHINGTON TOWNSHIP, POLK COUNTY IOWA AND INDIAN CREEK TOWNSHIP, STORY COUNTY IOWA FOR FIRE PROTECTION AND EMERGENCY RESCUE SERVICES, recorded at book 10899 pages 950-955 in the office of the Polk County Recorder, a copy of which is attached to this agreement and by reference incorporated herein, and is hereafter referred to as "the existing agreement".

3. Continuation of Existing Agreement.

The terms of the existing agreement continue in effect except as modified by this agreement.

AFTER RECORDING RETURN
 TO BECKY DEWEY,
 AUDITOR'S OFFICE

4. Limitation of County Duties.

Nothing in this agreement shall be interpreted to create or impose any duty on the Board of Supervisors or the County to provide emergency response services to The Township Property or to any persons in that property. The parties recognize and agree that neither the Board of Supervisors nor the County is required to, or will, provide emergency response services to The Township Property or to persons in that property.

5. Area Served.

The Township Property to be afforded emergency response services by the City through the continuation of the existing agreement is the portion of Washington Township that is described and shown in the existing agreement, and as shown shaded in red vertical lines on the attached Exhibit A, subject to any transfer of jurisdiction resulting from annexation.

6. Services Provided.

The City will provide the emergency response services described in the existing agreement to The Township Property.

7. Township Contribution and Payments.

It is agreed that the County shall pay to the City, as full and complete consideration for the services provided for pursuant to this agreement, an amount equal to the maximum levy amount allowed by Iowa Code §§ 359.43 on the taxable value of Township Property set forth in Section 5 of this agreement.

The source and timing of payments shall be made pursuant to Iowa Code §§ 331.385(5) and 331.424C. The taxes received shall be transferred by the County to the City from the County Emergency Services Fund on December 31 and June 30 of each year. The payment amount is limited to the tax monies levied and received in the Emergency Services Fund on or before December 31 and June 30 of each year.

8. Mutual Aid Agreements.

The City's fire equipment may be used in fire protection areas outside the area covered by this Agreement in accordance with mutual/automatic aid agreements between the City and other jurisdictions to assist each other in the event of an extraordinary emergency.

9. Insurance Coverage.

The City shall provide and maintain the following insurance coverage from companies and agents properly licensed and authorized to do business by the State of Iowa. The County and the Township shall be included as named insureds, and proof of insurance shall be provided to the County annually.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, with limits not less than;

1. Bodily Injury Liability - \$1,000,000 each person
 \$1,000,000 each occurrence
2. Property Damage Liability - \$1,000,000 each occurrence

B. Workers Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.

C. Malpractice/Errors & Omissions. Coverage for all fire fighters and officers for errors and omissions in the performance of duties with a maximum limit of no less than \$1,000,000.

10. Liability and Indemnification.

The obligations of the City concerning liability and indemnification set forth in the existing agreement apply to and inure to the benefit of the Board of Supervisors and the County in substitution for the Township. The previous sentence notwithstanding, the City shall at all times during the term of this Agreement and thereafter, defend and hold the County and the Township harmless against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from any action or inaction by the city concerning the provision of emergency response services. Notwithstanding anything contained in this Agreement, this paragraph shall not expand the limited liability of the City granted by law.

11. Amendments.

Any amendments must receive formal approval of the governing bodies of each party to this Agreement. An amendment is required to add another public agency as a signatory party to this Agreement. Any duly approved amendments to the Agreement shall be filed with the Secretary of State and recorded in the office of the Polk County Recorder.

12. Term of Agreement.

This Agreement shall be in effect beginning July 1, 2010 and continue thereafter until such time as one of the parties wishes to amend or terminate the Agreement pursuant to Sections 11 and 13 of this Agreement.

13. Termination.

In the event that any public entity that is a party to this Agreement shall desire to withdraw or terminate this Agreement, a written notice of withdrawal shall be completed and delivered to all other parties to this Agreement by hand delivery or certified mail by the first day of the month which is at least sixty (60) days prior to the proposed date of termination.

14. Execution of Documents

The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

15. Jurisdiction and Venue.

In the event there are any disputes that arise between the entities, all entities hereby consent and agree to the jurisdiction of the State of Iowa and the venue of Polk County, Iowa. All disputes shall be decided according to the laws of the State of Iowa.

16. Recording & Effective Date.

The County shall cause this Agreement to be filed with the Secretary of State and recorded with the Polk County Recorder as required by law. The effective date of this Agreement shall be the later of the date on which this Agreement is last filed or recorded.

17. Article Headings.

The article headings contained in this Agreement are for reference purposes only and shall not affect the meaning or the interpretation thereof.

18. Complete Agreement.

This Agreement with its named attachments and exhibits, is the complete agreement of the parties and nothing further may be utilized to explain, contradict or nullify this Agreement. Each party has had ample opportunity to seek independent advice and regard to its terms. If there are to be any changes to this Agreement, they shall be done in writing and acted upon and signed and witnessed by all entities.

CITY OF MAXWELL, IOWA

[Signature]
Mayor

8/3/2010
Date

This instrument was acknowledged before me on Aug 3, 2010 by
Justin Wonders as Mayor of the City of Maxwell, IA.



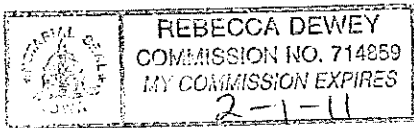
[Signature]
Signature of Notary

POLK COUNTY, IOWA

[Signature]
Chair, Polk County Board of Supervisors

September 28, 2010
Date

This instrument was acknowledged before me on September 28, 2010 by
Tom Hockensmith as the Chairperson of the Board of Supervisors of Polk County, IA.



[Signature]
Signature of Notary



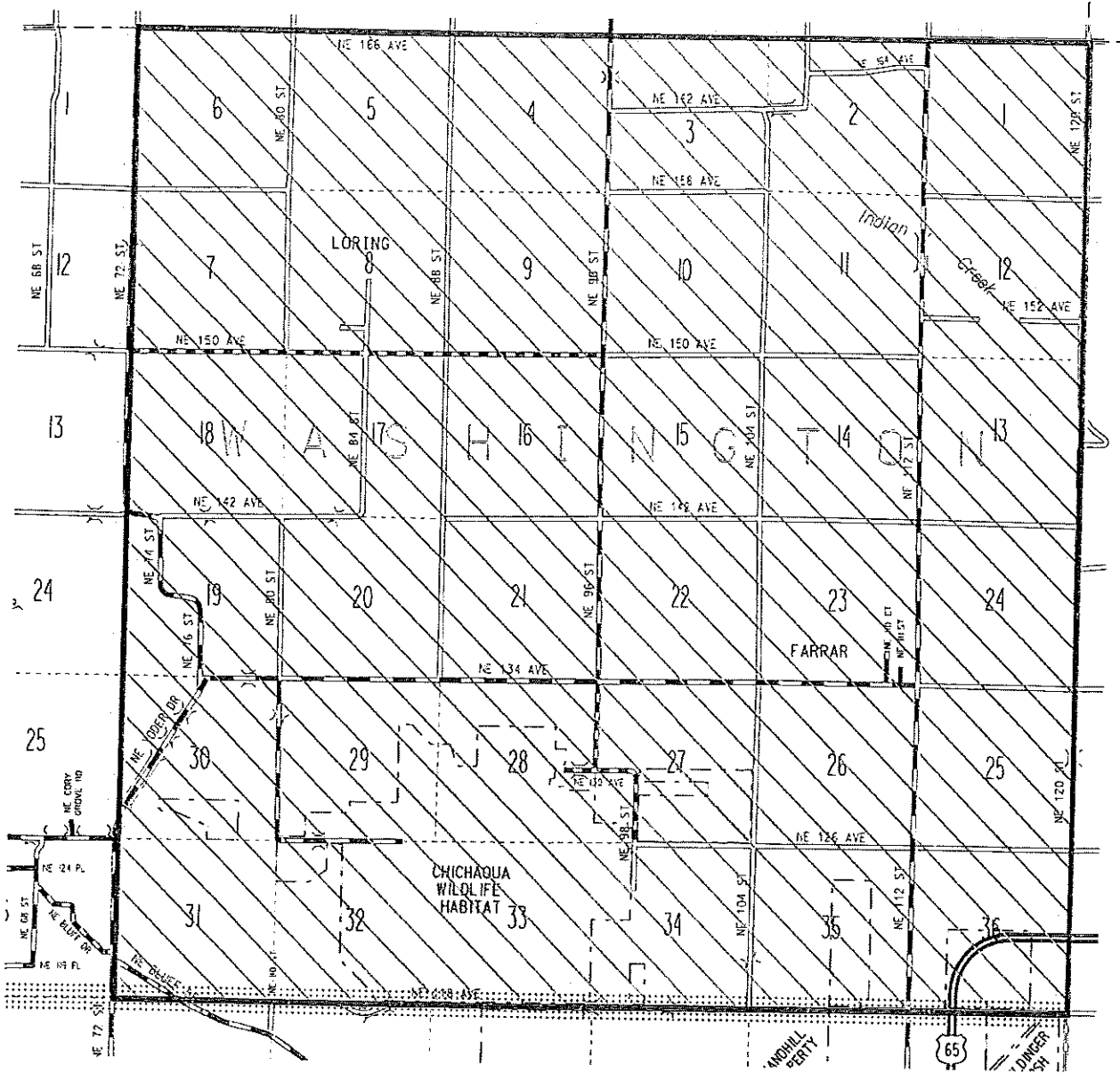
EXHIBIT "A"
WASHINGTON TOWNSHIP (T81N R22W)

R-22W

STORY CO.

JASPER CO.

T-81N



STORY CO. HOSPITAL PROVIDES RESCUE ONLY

File Name: S:\Empire\hwy\Gis\hwy\Map\Fm_Research\2017\Washington_Township_Story_Co_Hospital_2017.dwg Model Name: Default Date: 07/20/2010 11:40PM
 Printed by: NDC



COUNTY OF POLK
Public Works Department

Larry L. Land, Director
5885 NE 14 Street
Des Moines, Iowa 50313
Ph 515.286.3705
Fax 515.286.3437
Email: publicwrks@polkcountyiowa.gov
www.polkcountyiowa.gov

October 1, 2010

Mayor Justin Wonders
City of Maxwell
P.O. Box 215
107 Main St.
Maxwell, IA 50161

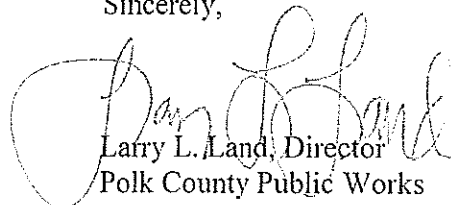
RE: Approved Joint Public Service Agreement
City of Maxwell Fire Protection and Emergency Response Services

Dear Justin:

Enclosed, please find an updated Joint Public Service Agreement for Fire Protection and Emergency Response Services between Polk County and the City of Maxwell for the benefit of Washington Township. A copy of Resolution number 138-10 is also enclosed. The updated and respective Resolution were approved by the Polk County Board of Supervisors on September 28, 2010.

Should you have any questions, please feel free to contact me at 515-286-3705 or via email Larry.Land@polkcountyiowa.gov

Sincerely,


Larry L. Land, Director
Polk County Public Works

LLL/ram

Enclosure

POLK COUNTY BOARD OF SUPERVISORS

Tuesday Agenda Memorandum

Item Type & Title: Resolution No. 138-10 approving an Amendment to a "Joint Public Service Agreement" for Fire Protection and Emergency Response Services with the City of Maxwell for the benefit of Washington Township.

Agenda Date: September 28, 2010

Contact Individual: Larry Land, Director, Polk County Public Works, 286-3705

Previous Action taken by the Board: Resolution No. 286-06 dated December 12, 2006 approved the Polk County Public Works Department to enter into a 28E agreement with the City of Maxwell.

Board/Commission Action: None

Action Requested (Recommended): Approval of an updated "Joint Public Service Agreement" with the City of Maxwell.

Comply with Policy: Yes

Background: It is necessary to update the existing Agreement with the City of Maxwell to continue fire protection and emergency response services for the benefit of Washington Township.

Action Impact: Adoption of the resolution and "Joint Public Service Agreement" with the City of Maxwell will allow for continued fire protection and emergency response services for the benefit of Washington Township properties.

Fiscal Note: None

Fiscal Year	New Budget Item? (Y/N)	# of New Position(s) Required	Anticipated Expense	Anticipated Revenue	Budget Amendment Required? (Y/N)	If Amendment is Required,	
						Expense Account Code	Revenue Account Code
11/12	N	N/A	N	N			

Additional Fiscal Note Information (optional):