



*City of LeClaire, Iowa*  
*City Council -Committee of the Whole Meeting Agenda*  
*Monday, August 16, 2021 – 6:00 p.m.*  
*(immediately following the City Council Meeting)*  
**Council Chambers**  
**325 Wisconsin St**  
**LeClaire, IA**  
[Electronic Attendance Link](#)

**I. Call to Order with Roll Call**

**II. Discussion Items:**

- A. Tourism Board Appointment of Sara Sampson  
Ryan Salvador, Council Liaison
- B. First Central State Bank Services Extension Proposal  
Chris Ball, City Administrator & Dennis Gerard, Council Liaison
- C. Annual Telephone Maintenance System Agreement  
Chris Ball, City Administrator & Dennis Gerard, Council Liaison
- D. Downtown Iowa Department of Transportation Sidewalk Project  
Chris Ball, City Administrator
- E. Mercer Group Proposal – Fire Department  
Chris Ball, City Administrator & Mayor Ray Allen
- F. City Administrator Report  
Chris Ball, City Administrator
- G. Mayor’s Report  
Mayor Ray Allen
- H. Closed Session  
Litigation - Iowa Code 21.5 1. c.

**III. Adjournment**

***Title VI Notice to the Public***

*It is the policy of the City of LeClaire to assure full compliance with Title VI of the Civil Rights Act of 1964. Related statutes and regulations provide that no person shall on the basis of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity conducted by the City. Any person who believes that they are being denied participation in a project, being denied benefits of a program, or otherwise being discriminated against because of race, color, national origin, gender, age, or disability, may contact the City Administrator for the City of LeClaire at (563)-289-4242.*



August 09, 2021

Chris Ball, City Administrator  
Mayor Ray Allen & City Council Members  
City of LeClaire  
325 Wisconsin Street  
LeClaire, IA 52733

Dear Chris, Mayor Allen & City Council Members:

First Central State Bank is proud to be serving as the City of LeClaire's financial institution for the last 13 years. Everyone at FCSB enjoys working with the City providing our treasury management solutions and deposit services.

As you know the current contract extension for the City of LeClaire will expire September 30, 2021. I am sure you will agree the needle of the current rate environment has barely moved over this past year. We can only hope the next 24 months will prove some positive gains in economic recovery.

We would like to propose a one year contract renewal beginning on October 1, 2021. Rate indexes and rates will remain the same with a slight change in rate tiers:

Rate Index: Fed Funds rate the last banking day of the previous month adjusted monthly. *(Remains unchanged)*

Rate Tiers: \$0.00 to \$5,999,999.00 Fed Funds plus 30 basis points *(30 bp remains unchanged)*

\$6,000,000.00 & over Fed Funds plus 10 basis points *(10 bp remains unchanged)*

We appreciate your banking relationship with Frist Central State Bank and enjoy working with the City of LeClaire. If you have any questions please reach out to myself or Debbie Mulvania.

Respectfully,

*Ranae M Neese*

Ranae M Neese, CTP, AAP  
Vice President/Senior Cash Management Specialist  
Ohnward Cash Management Solutions  
First Central State Bank  
[rneese@ohnward.com](mailto:rneese@ohnward.com)  
o) 844.833.7673  
m) 563.357.3798

Cc: DMulvania

[www.firstcentralsb.bank](http://www.firstcentralsb.bank)

**Clinton - Lincoln Way**  
2600 Lincoln Way  
Clinton, IA 52732  
563.242.2265

**Clinton - N. 2<sup>nd</sup> St.**  
1427 N. 2<sup>nd</sup> St.  
Clinton, IA 52732  
563.242.2265

**DeWitt**  
914 6<sup>th</sup> Ave.  
DeWitt, IA 52742  
563.659.3141

**Eldridge**  
500 E. LeClaire Rd.  
Eldridge, IA 52748  
563.285.2033

**Goose Lake**  
223 Main St.  
Goose Lake, IA 52750  
563.577.2261

**Le Claire**  
1291 Eagle Ridge Rd.  
LeClaire, IA 52753  
563.289.2265



**Tri-City Communications**  
A Division of Tri-City Electric Co.

Data, Voice & Video  
Structured Cabling & Fiber Optics  
Network Electronics  
Wireless & Remote Solutions  
Telephone & Voice Mail Systems  
System Integration

6225 N. Brady Street  
Davenport, IA 52806  
telephone.563.322.7181  
fax.563.322.1643  
www.tricityelectric.com

## Proprietary Information

### TELEPHONE SYSTEM MAINTENANCE AGREEMENT

Agreement Number:

### Customer Information

Customer: **City of LeClaire**

Effective Date: **9/1/2021**

Site Address: **325 Wisconsin Street, LeClaire IA**

**Term.** This agreement shall commence on the Effective Date shown above and shall continue in effect for a period of **One** year(s) (“Term”).

**Payment.** Customer agrees to pay an annual maintenance charge of **\$2,697.00** plus taxes, immediately upon receipt of invoice and in advance of maintenance work. If additional equipment is added to the system following execution of this Agreement, the periodic charge provided for herein will be revised to reflect the addition of such equipment.

### Service Plan/Level **Standard Business Day with Upgrades**

See Attachment A for Service Level Descriptions

### Equipment Itemization (Collectively referred to herein as “Equipment.”)

Equipment Itemization attached as Attachment B

**Authorized Contact Person.** The Customer Authorized Contact Person(s) for this Agreement is:

Name	Telephone	E-mail Address
Chris Ball	563-289-6004	<a href="mailto:cball@leclaireiowa.gov">cball@leclaireiowa.gov</a>
Tracy Northcutt	563-289-6003	<a href="mailto:northcutt@leclaireiowa.gov">northcutt@leclaireiowa.gov</a>

### Agreement Terms

1. **Services.** Tri-City Communications, a division of Tri-City Electric Co. (collectively referred to herein as “Company”) shall provide maintenance service as prescribed for the service plan selected to properly maintain the Equipment during the Term. Customer agrees to provide Company with full and unrestricted access to the Equipment in order that maintenance service may be performed as set forth herein. In the event full and unrestricted access, including the right to shut the system down, is not provided when Company shall make a previously announced service call, Customer may, at Company’s option, be invoiced for the delay at Company’s preferred rates. If a problem giving rise to a service call is caused by any third party equipment or service, upon Customer’s request, Company will act as Customer’s liaison with such third party provider, and bill Customer on a time and materials basis at Company’s then preferred rates. Company’s services hereunder do not include labor or materials in connection with problems related to equipment or services provided by a third party (i.e. local or long distance lines, circuits of any kind, etc.). If parts are unavailable on a discontinued system, Company will credit the remaining balance of the maintenance contract for the purchase of a new system purchased through Company.

2. **Charges.** If persons, other than Company representatives, perform maintenance or service work on the Equipment and thereafter Company is requested and agrees to restore the affected Equipment to good operating condition, or if Customer requests service outside the scope of this Agreement, such repair or services will be furnished at Company's preferred rates for time and materials. The charge for the initial period shall be as stated in this Agreement. Charges for successive periods will be at Company's then preferred rates. Customer agrees to pay the charge pursuant to this Agreement in advance prior to the beginning of each period covered by this Agreement. If Customer requests services outside of the applicable period of coverage under Customer's chosen Service Level (as defined more fully in Agreement A.) Company reserves the right to bill the call at its preferred rates. Additionally, Company reserves the right to bill Customer for unnecessary service calls at Company's preferred rates.

3. **Termination.** If any maintenance or service work is performed by others during the period of this Agreement without prior written consent of Company, or if Customer shall move the Equipment from its installed location without the prior written consent of Company, this Agreement shall terminate at the option of Company. Company may terminate this Agreement immediately upon written notice in the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein. In no event shall Customer be entitled to any refund of maintenance charges if this Agreement is terminated in accordance herewith.

4. **Limitation of Liability.** Company is excused from and shall not be liable for failure to perform or to continue service if it is prevented from doing so by reason of fire, flood, strike, lockout, dispute with workmen, inability to obtain materials, commotion, war, act of God, or any other cause beyond Company's control. This Agreement does not cover the repair or replacement of parts that are lost, stolen, or damaged by negligence, tampering, misuse, accident, or resulting from electrical storm, lightning or other violent weather or causes other than ordinary use, nor the labor associated with the repair or replacement of these parts. Further, this Agreement does not include labor and material cost for additions, rearrangement, relocation, changes or removal of Equipment. It is agreed that Company is not an insurer and will not be liable for, and Customer agrees to indemnify and save Company harmless in respect of, any claim regarding injury or damage to persons or property, that may arise through the operation or maintenance of the Equipment, or lack or failure thereof. Company makes no claim that it can maintain any item of equipment in a manner to prevent unauthorized intrusions and, therefore, Company shall have no liability whatsoever for such unauthorized intrusions or other abuses of the equipment or any system owned by the Customer.


5. **Response Times.** With respect to Customer systems which are compatible with remote access devices, Customer acknowledges that Company's response times in connection with any level of Service shall be conditioned upon Customer having in place fully functional remote access devices, and providing Company access thereto for the purpose of performing remote diagnostics on Customer's Equipment.

6. **Third Party Providers.** The Company shall be responsible for analyzing and making reasonable efforts to determine the source of service level deficiencies or outages, including failures by local service providers (RBOC, CLEC, etc.), long distance service providers, or other service providers other than Company that provide connectivity to the Customer's systems. The Company will, upon determining the source of such deficiencies, dispatch and monitor the progress of the third party until the service issue is resolved, at the Company's preferred rates for time and materials. Company will only perform this function if Customer has provided Company with a Letter of Authorization (in form and substance attached) for the third party provider in question, allowing Company to act on Customer's behalf in dealing with such provider. Customer acknowledges that such authorization does not bind or obligate Company to any of the liabilities, responsibilities or terms of the agreements the Customer may have with any provider. Company will only act as an agent and facilitator to coordinate the efforts of the various providers on behalf of Customer.

In WITNESS WHEREOF, the parties have executed this agreement as of the last day shown below.

Tri-City Communications  
a division of Tri-City Electric Co.

City of LeClaire

By: 

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

Title: Account Executive

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

Date: 8/10/21

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

## Proprietary Information

### ATTACHMENT A

Agreement Number:

### Customer Information

Customer: **City of LeClaire**

Effective Date: **9/1/2021**

Site Address: **325 Wisconsin Street, LeClaire IA**

This Attachment is an attachment of the Telephone System Maintenance Agreement (the "Agreement") referenced above.

### Service Plans

**Standard** service plans cover all material and labor to resolve service issues as detailed in this Agreement.

**Labor Only** service plans work in concert with a manufacturer's extended warranty plan to provide comprehensive ongoing coverage after the initial year of warranty labor expires.

**Essential** service plans cover material only. Customer will be billed at the preferred billing rate for labor expended in any repair.

**Upgrade Protection** plans provide an opportunity to meet manufacturers' support requirements of staying within two releases of current to obtain factory support. This plan includes one software upgrade to the main serving vehicle each year of the agreement term. Customer will be billed at the preferred rate for any hardware required in conjunction with the upgrade. Customer may elect to have the upgrade performed outside normal business hours by paying the incremental overtime premium. Customers must be at the currently available hardware and software release to enter this program. Upgrades must be scheduled through Tri-City Communications' Customer Service Department.

### Service Levels

<b>Product</b>	<b>Description</b>
<b>Business Day</b> (5 x 9)	Non-emergency service calls will be responded to within 24 hours of receipt of call, Monday through Friday, 8:00 a.m. through 5:00 p.m. Emergency service calls will be responded to within four (4) hours of receipt of call, Monday through Friday, 8:00 a.m. through 5:00 p.m. National Holidays Excluded.
<b>Business Plus</b> (5 x 16)	Non-emergency service calls will be responded to within 24 hours of receipt of call, Monday through Friday, 8:00 a.m. through 5:00 p.m. Emergency service calls will be responded to within four (4) hours of receipt of call, Monday through Friday, 8:00 a.m. through 12:00 a.m. (Midnight). National Holidays Excluded.
<b>Business Premium</b> (7 x 24)	Non-emergency service calls will be responded to within 24 hours of receipt of call, seven days per week, 24 hours per day. Emergency service calls will be responded to within (4) hours of receipt of call, seven days per week, 24 hours per day. <b>National Holidays Included.</b>

Under all Service Levels described above, service outside of the described time frame, shall be furnished at Company's preferred rates for time and materials.

For purposes of this Attachment, an "emergency" is defined as:

- Entire system failure/outage not caused by a power outage;
- No outbound calls, no dial tone or unable to dial after receiving dial tone;
- No inbound calls, ring-no answer (RNA), system wide lack of audible ring;
- System wide phantom inbound calls or ringing condition on 30% or more of incoming lines;
- Entire voice mail system failure/outage;
- Single or greater T-1 failure(s)/outage(s);
- 30% or greater system failure/outage or degradation of service;
- Main phone or console failure/outage; or
- 30% or more of desktop stations or local access lines inoperable.

All calls received outside Customer's coverage period, as defined by the Service Level chosen, shall be considered received at the start of the next coverage period, and response times will run therefrom. (Example: If Customer has chosen Business Service Level, and places a service call (non-emergency) at 11:00 p.m., the call will be considered received at 8:00 a.m. the next business day.)

All Customer requests for service shall be made by telephone to our Customer Service Department at **(563) 322-7181**. Except as noted above, all response times identified begin to run upon receipt by Company of a trouble call made to the above listed number.

All service plans and levels (except Essential) include:

- Priority response times above all other requests, with the exception of public safety needs
- Preferred Time & Material Billing Rates
- Help Desk available Monday through Friday, from 8:00 AM to 4:30 PM
- Refresher End User Training
- One Preventive Maintenance visit per year. Inventory Hardware and Software Versions, Perform System Back-up, Clean, etc. To be scheduled by calling our Customer Service Department at 563-322-7181.
- Annual Needs Assessment. Schedule your Solutions Consultant by calling our Customer Service Department.
- Call us first. Whether the issue relates to telephone features, hardware, software, or lines/trunks, Tri-City Communications will respond. We will provide one free hour to troubleshoot/diagnose telephone company line/trunk issues, and report appropriate problems to the carrier on your behalf, greatly reducing the chance you will be caught between your local carrier, long distance carrier, and your equipment provider. Additional hours of engagement will be billed at the reduced billing rate.

Except as expressly stated in this Attachment, the Agreement and its terms and conditions are of full force and effect, and have not been modified in any way. In the event of any conflict between the terms of the Agreement and this Attachment, the terms of this Attachment shall govern with respect to this Attachment only.

ATTACHMENT B

Agreement Number

Customer Information

Customer: **City of LeClaire**

Effective Date: **9/1/2021**

Site Address: **325 Wisconsin Street, LeClaire, IA**

This Attachment is an attachment to the Telephone System Maintenance Agreement (the “Agreement”) referenced above. Pursuant to this Attachment, Company will provide Service during the Term for the following Equipment:

<b>Quantity</b>	<b>Manufacturer</b>	<b>Description</b>
One	Mitel	Telephony Server, Associated Telephones and Applications

Exclusions: UPS Batteries, Headsets, Music On Hold, and other 3<sup>rd</sup> Party Equipment unless listed above are specifically excluded from this agreement.

Except as expressly stated in this Attachment, the Agreement and its terms and conditions are of full force and effect, and have not been modified in any way. In the event of any conflict between the terms of the Agreement and this Attachment, the terms of this Attachment shall govern with respect to this Attachment only.



# The Mercer Group, Inc.

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Consultants to Management

260 Manning Road SW, Unit 59  
Marietta, Georgia 30064  
770-335-3245 Cell

**August 11, 2021**

**Mr. Ray Allen**  
**Mayor**  
**City of LeClaire, Iowa**

**VIA EMAIL**

**Dear Mr. Allen:**

**The Mercer Group, Inc.** is pleased to present our **Proposal** to assist you in reviewing targeted issues in the **Fire Department, including Service Delivery Structure, Organization, Management, and Staffing**. This proposal letter includes four sections:

1. Understanding of the Project
2. Introduction to the Mercer Group (with proposed staffing)
3. Approach and Work Plan
4. Cost Proposal

## **Understanding of the Project**

In a recent email and telephone call, you and I discussed changes in the Fire Department since the 2016 citywide Mercer Group study. At that time, the Fire Department was staffed with about 30 volunteer firefighters; today the staffing number is about 20. You also told me that LeClaire is growing and a new city manager has been hired.

You would like our firm to assist you in determining why volunteer staffing has fallen since 2016 and the impact of the staffing reduction on service delivery. Based on this analysis, you'd like us to suggest improvements and alternatives in service delivery, management, organization, and staffing to include assessing the value of some full-time firefighters for weekday shifts and/or collaborative arrangements with Bettendorf and neighboring communities.



**Mr. Ray Allen**  
**Mayor of the City of LeClaire, Iowa**  
**August 11, 2021**  
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### **Introduction to the Mercer Group**

The **Mercer Group, Inc.** is a management consulting firm incorporated in the State of Georgia and operating nationwide. For over 30 years, we have provided **high-quality management consulting services** to state governments, local governments, utilities, school districts, special districts and authorities, colleges and universities, and non-profit organizations. **Mercer staff have completed over 500 successful planning, management, and organizational consulting projects**, as well as over 2,000 executive searches.

#### **The Mercer Group will assign the following consultants to the project:**

- **Steve Egan**, a Mercer Senior Vice-President based in the Atlanta area, will serve as your project manager and primary onsite consultant. Steve is a former local government budget official and public works/utilities manager.

He has completed over 185 public and non-profit sector management consulting projects over the past forty years, including fifty public safety projects. He has relevant experience in Iowa and neighboring states, including as project manager/lead consultant for the 2016 government-wide study for the city of LeClaire. Steve also served as interim Public Services and Water Director for the city of Highland Park, Michigan.

Steve earned bachelor and master degrees in history and government, with a focus on local government governance and services. He is a frequent speaker and trainer on governmental and non-profit planning, management, finance, and operations, and is the co-author of *Managing Professional Service Delivery: 9 Rules for Success*, a primer on the nuts-and-bolts of conducting successful professional service engagements.

- **William Stipp**, a Mercer Senior Vice-President based in the Phoenix area, consults in the areas of fire organizational and management studies, candidate assessment center design and facilitation, employee and supervisory development, and leadership training.

Bill has over thirty years of progressively responsible experience as a government and fire service manager, consultant, and instructor in three states, and is a serving member of the City Council in Goodyear, Arizona. He worked on the Fire Department element of the 2016 citywide study for LeClaire and a comprehensive Fire Department study for Bentonville, Arkansas. For more than 15 years of his career, he held all chief fire officer ranks, including Chief of Department where he focused on regional operations, organizational management, professional staff development, and emergency response management.

Bill is a graduate of the National Fire Academy's Executive Fire Officer Program and a member of the International Association of Fire Chiefs and the Arizona Fire Chiefs Association, as well as an alumnus of the International Association of Firefighters.

Mr. Ray Allen  
Mayor of the City of LeClaire, Iowa  
August 11, 2021  
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### Approach and Work Plan

Our approach and work plan are based on the scope of services defined earlier in order to achieve the city's expected results for the **targeted Fire Services Analysis**.

- **Project Approach:** Our project team will work collaboratively with the Mayor, City Manager, Fire Chief, and others Mayor Allen may designate. Specifically, we will
  - Interview current and former city and fire management and staff (some in groups) to explore the adequacy of fire staffing with 20 volunteers, fire management practices, current service levels, and service delivery structure opportunities.
  - Meet with the Bettendorf and adjoining Fire Department leadership to explore collaborative opportunities for fire and emergency medical services.
  - Collect, with the city's assistance, data, reports, and statistics on fire services and operations, including weekday calls for service and associated turnouts.
  - Assess related fire issues and opportunities as they arise in interviews and data analysis.
  
- **Work Plan, Schedule, and Deliverables:** The work plan includes the following steps with an estimated time frame of 60 days to the draft report and 90 days to the final report.
  - 1) **Project Initiation:** Our team will finalize the approach and work plan in consultation with the city then work with city and fire officials to identify persons to interview and to begin collecting fire-related data and other information.
  - 2) **Site Visit:** Our project manager will make a three or four-day site visit to LeClaire to conduct interviews and collect data.
  - 3) **Analysis:** Our team will compile and review the results of interviews and data collected to identify trends, issues, and opportunities related to fire service delivery structure, management, organization, and staffing. We may follow-up by phone or email to review data collected and to conduct supplemental interviews.
  - 4) **Draft Report:** We will prepare a draft report that compiles our findings and analyses, as well as develops preliminary recommendations. The draft report will be emailed to the mayor for internal city review.
  - 5) **Draft Report Review:** Shortly thereafter, our team will meet with the mayor and other city officials via Zoom (or other conferencing platform) to go thru the report page-by-page in order to identify necessary changes and updates to our preliminary findings, analyses, and recommendations.
  - 6) **Final Report/Presentation:** We will prepare and submit a final report and review it with the Mayor and Council via Zoom or in-person (optional).

**Mr. Ray Allen**  
**Mayor of the City of LeClaire, Iowa**  
**August 11, 2021**  
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**Cost Proposal**

**The total cost of the project will be \$8,750**, which includes \$7,500 in professional fees and a maximum of \$1,250 in expenses for Mr. Egan's factfinding trip to LeClaire (Work Plan Step 2).

If the city requests an in-person final presentation (Work Plan Step 6), we would charge a maximum of an additional \$1,000 to cover the cost of travel and onsite expenses only.

\* \* \* \*

The Mercer Group, Inc. is devoted exclusively to improving the management and services of state and local governments and non-profit organizations. As former local government and non-profit officials, we have been studied ourselves and are committed to conducting our work in a manner that is professional and collaborative in order to produce a report that exceeds your expectations and offers practical and implementable recommendations.

Our management consulting firm has no connection to Iowa or Illinois officials, agencies, businesses, suppliers, or contractors that work with or may work with the city of LeClaire. Our work will be objective and independent.

If you have any questions or require additional information regarding our proposal, please call Steve Egan at 770-335-3245 or email me at [segan@mercergroupinc.com](mailto:segan@mercergroupinc.com).

**Very truly yours,**

*The Mercer Group, Inc.*

**THE MERCER GROUP, INC.**  
**Stephen D. Egan, Jr., Senior Vice-President**