

**AGENDA**  
**Dallas Center City Council Meeting**  
**January 17, 2017 – 5:30 pm – City Hall**

1. Roll Call
2. Action to approve agenda
3. Action to approve Resolution 2017-5 – increasing depository limitation
4. Action to approve Resolution 2017-6 – library copier maintenance agreement
5. Adjournment

## **RESOLUTION NO. 2017-5**

### **A RESOLUTION INCREASING THE DEPOSITORY LIMITATION FOR RACCOON VALLEY BANK**

**WHEREAS**, Section 7.03 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, provides that all moneys belonging to the City shall be promptly deposited in depositories selected by the City Council in amounts not exceeding the authorized depository limitation established by the Council or invested in accordance with the City's written investment policy and State law; and

**WHEREAS**, the Council by Resolution 2007-33 designated Raccoon Valley Bank (of Dallas Center), Wells Fargo Bank, N.A. (of Dallas Center), and Peoples Trust & Savings Bank (of Adel) as official depositories, and established depository limitations for each depository; and

**WHEREAS**, the Council has determined that the depository limitation for Raccoon Valley Bank should be increased to \$9,000,000.

**NOW, THEREFORE, IT IS RESOLVED** by the City Council of the City of Dallas Center, Iowa, that as an official depository the depository limitation for Raccoon Valley Bank (of Dallas Center) is set at \$9,000,000.

**IT IS FURTHER RESOLVED** that this Resolution is effective as of December 22, 2016

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 16<sup>th</sup> day of January, 2017.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk



# Maintenance Agreement

325 Grand Avenue, Des Moines, Ia 50309 . 228 Northland Ct., Cedar Rapids, Ia 52402  
Phone: (800) 934-5624

Date 1/12/2017  
Customer #  
Representative Kyle Parsons

<b>SHIP TO</b>	
ROY R. ESTLE MEMORIAL LIB 1308 WALNUT STREET DALLAS CENTER, IA 50063	
Contact:	Shelly Cory
Meter Contact:	0
Meter Method:	0
E-Mail	scory@dallascenter.lib.ia.us

<b>BILL TO</b>
ROY R. ESTLE MEMORIAL LIB 1308 WALNUT STREET DALLAS CENTER, IA 50063

Maintenance Type: 0  
Contract Length (months): 12  
Contract Start Date:

Annual Amount:  
Includes Toner:  
DCA:

\$250.00  
Yes  
Unmanaged

ITEM	Monthly Allowance	Base Billed	Overage	Overage Frequency
B/W	1000	Annual	0.015	Quarterly
COLOR	0		0.06	
B/W PRINTER	0			
COLOR PRINTER	0			

If wide-format, billing is per Square Foot / Linear Foot

Make/Model	Description	Serial Number	ID Number	Start Meter	
				B&W	Color
MP C2004	MP C2004 20 PPM A3 MFD	G746R710045			
100478FNG	MP C2004 Cabinet Type F	0			
D5131NT	MP C2004 15 Amp Power Filter	0			
0		0			
0		0			
0		0			
0		0			
0		0			
0		0			
0		0			
0		0			
0		0			
0		0			
0		0			
0		0			
0		0			

Special Conditions/Comments:

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

<b>CUSTOMER ACCEPTANCE</b>			<b>KOCH BROTHERS REPRESENTATIVE</b>	
Authorized Signature/Date	Print Name	Title	Signature	Date

## Koch Brothers Terms and Conditions

1. During the one year term of this agreement the machines listed hereon are covered under the written terms from page 1 of this maintenance contract to include service calls during normal business hours which is 8AM to 5PM Monday through Friday, including some holidays. Number of calls must be reasonable as requested by the customer for services covered by this agreement. Payment terms are Net Due 10 Days EOM. Renewal for the agreement will be invoiced to customer in advance of each term and may be subject to an increase in base and/or overages.
2. Adjusting, cleaning, and lubricating as required will be performed as part of the normal service call. All parts, remanufactured, OEM, or equivalent, will be replaced without charge, with the exception of those parts damaged by carelessness, misuse, and electrical current fluctuations.
3. This agreement does not cover work related to the customer's external software, firmware, or network associated with Koch Brothers devices. Any issues outside of the device, such as the network, power, or environmental conditions, are not covered under this contract & may be subject to additional charges. Koch Brothers' responsibility ceases if the equipment is repaired or adjusted by any person other than a representative authorized by the manufacturer of the device.
4. If this agreement includes supplies, Koch Brothers will ship them at the request of the customer and may be subject to an additional freight and handling allowance. Pricing of this contract is based on Letter size impressions & manufacturers' stated yield. Any supplies shipped in excess of the manufacturer's yield will be invoiced to the customer at the discount price indicated. 11X17 copies are counted as two copies unless otherwise stated on page 1 of this contract as pricing is based on letter size impressions.
5. Koch Brothers' responsibility to guarantee performance is waived if customer uses supplies not recommended by the manufacturer. The customer may be invoiced at Koch Brothers' time & material rate to correct any problems caused by those supplies.
6. The transfer of the equipment covered by this agreement to a location outside Koch Brothers normal servicing area will exclude it from the terms of this agreement. The charges on machines transferred to a different zone within Koch Brothers' normal servicing area during the term of this agreement may be subject to an adjustment to the applicable rate for the new zone. Customer is required to notify Koch Brothers of machines under this agreement that will be moved from their current location prior to the move. Moves may be subject to additional charges and are not covered under this agreement, to include the actual move, preparation, setup, or reconfiguration to new location such as attaching accessories or networking the device.
7. Customer is required to notify Koch Brothers of any moves to update location records & billing information. Customer must also provide a contact for collection of meters to ensure accurate invoicing of maintenance. Meters must be reported to Koch Brothers by the due date of the reminder or invoice. Koch Brothers reserves the right to use service call readings or estimate as a result of non-response of customer to respond to meter requests. Meter reads are due either monthly or quarterly as noted on page 1 of this document. They can be entered online via [www.kochbrothers.com](http://www.kochbrothers.com), or faxed to 515-244-8396. Koch Brothers reserves the right to terminate the GMA if customer refuses to provide current meter readings as needed for billing purposes.
8. There shall be added to the fee for this agreement any tax now or hereafter imposed on, or in connection with the sale, delivery or furnishing of such services or materials described herein.
9. This agreement assures the customer of complete servicing of the equipment itemized on this agreement on an annual basis with periodic inspection. Pricing of this agreement is based on a 12 month period & may be subject to adjustments in pricing upon renewal unless otherwise documented on page one special provisions box.
10. When in Koch Brothers' opinion a shop or factory reconditioning is necessary due to normal repair and parts replacement cannot keep equipment in satisfactory operating condition, a cost estimate will be provided of needed repairs which will be in addition to maintenance charges. If the customer does not authorize such work as recommended, Koch Brothers may refuse to renew this agreement for the unit.
11. The term of this agreement is one year from date and year to year thereafter, unless terminated by either party by written notice to the other at least 30 days prior to the end of the term. Upon termination or cancellation by either party all remaining toner shipped to the customer at no charge is the property of Koch Brothers. If not returned to Koch Brothers upon request the customer will be billed for the toner at the manufacturers' list price.
12. We understand that Koch Brothers liability with respect to any property, damage, or injury (including death) to persons arising out of, or connected with services performed under this agreement, is limited strictly to that imposed by law, and that there is no contract imposing any greater degree of liability on Koch Brothers.
13. No modification or amendment covered by this agreement will be binding on Koch Brothers unless in writing and signed by an officer of Koch Brothers.