

CITY COUNCIL REGULAR COUNCIL MEETING
MONDAY, JANUARY 12th, 2026 at 7:00 PM
CITY HALL COUNCIL CHAMBERS
TENTATIVE AGENDA

REGULAR SESSION

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE.
3. CONSENT AGENDA
 - A. Approve Agenda
 - B. Approve Minutes of December 22nd, 2025
 - C. Approve List of Bills
 - D. Approve Alcohol License for Dollar General
 - E. Approve December Treasurer's Report
4. PUBLIC INPUT. This is the time and place for discussion items not already on the agenda with a time limit of 3 minutes each.
5. MISC.
 - A. Budget Presentation – Economic Development (CDG)
 - B. Budget Presentation – Fire
 - C. Budget Presentation – Police
 - D. Budget Presentation – Public Works (Roads, Water, Sewer)
 - E. Discussion and possible action in reference to Contracting with Snyder & Associates to create documents in reference to EMS District
 - F. Discussion and possible action in reference to Utility Billing Clerk wage
 - G. Discussion and possible action in reference to non-contract Employee Bonuses in correlation of cost savings achieved through capital, TIF, and infrastructure improvement projects
 - H. Discussion and possible action in reference to non-contract employee wage scale
6. PUBLIC HEARINGS, ORDINANCES, RESOLUTIONS (Discussion and Possible Action)
 - A. Resolution 01-2026 Council Liaisons
 - B. Resolution 02-2026 Official Appointments
 - C. Resolution 03-2026 Capital Project Savings Employee Bonuses
7. CORRESPONDENCES
8. REPORTS
 - A. City Engineer Report
 - B. Public Works Director Report
 - C. Parks & Rec Director Report
 - D. Police Department Report
 - E. Ambulance Director Report
 - F. Library Director Report
 - G. Fire Chief/City Administrator's Report
 - H. Council & Mayor Reports
9. Adjourn

Join Zoom Meeting

<https://us02web.zoom.us/j/84450071959?pwd=4HH1EBf8taqwFHWLusbnCzkESA5WpP.1>

Meeting ID: 844 5007 1959

Passcode: 371783

(Subject to Approval)
CITY OF LISBON
REGULAR COUNCIL MEETING MINUTES
December 22nd, 2025

CALL TO ORDER: The City Council of Lisbon, Iowa, met in regular session on December 22nd, 2025, at 7:00p.m. with Mayor Doug O'Connor presiding. The following City Council members were present: John Bardsley, Rawley Alger, Kevin Steele, Rick Scott and Nathan Smith.

OTHERS PRESENT: Brandon Siggins, Travis Bagby, Drayton Kamberling, Elizabeth Hoover de Galvez, Gary Scott, Breanna Ties, Darrell Aaron, Nicole McAlexander, and Jason Blinks. Lisa Burch was present via zoom.

CONSENT AGENDA: Motion by Bardsley, seconded by Smith to approve the consent agenda consisting of minutes of December 8th, 2025, and list of bills. All Ayes. Motion carried 5-0.

Library budget presented: \$102,018 requested.

SE Linn budget presented: \$30,000 requested.

EMA budget presented: \$2,825 requested.

TIF budget presented: \$174,500 requested.

Motion by Smith, seconded by Alger to approve Final Payment to Dave Schmidt for Phase 1 at Sports Complex in the amount of \$94,215.11. All Ayes. Motion carried 5-0.

Motion by Smith, seconded by Steele to approve the second reading of ordinance 04-2025 update to intersections. Roll call vote. Ayes: Bardsley, Steele, Smith, Scott, and Alger. Absent: None. Nays: None. Motion carried 5-0.

Motion by Bardsley, seconded by Scott to suspend the rules and place ordinance 04-2025 on the third and final reading. Roll call vote. Ayes: Bardsley, Steele, Smith, Scott, and Alger. Absent: None. Nays: None. Motion carried 5-0.

Motion by Smith, seconded by Alger to approve the final reading of ordinance 04-2025 update to intersections. Roll call vote. Ayes: Bardsley, Steele, Smith, Scott, and Alger. Absent: None. Nays: None. Motion carried 5-0.

Motion by Smith, seconded by Bardsley to approve Resolution 42-2025 TIF Loan transfer. Roll call vote. Ayes: Bardsley, Steele, Smith, Scott, and Alger. Absent: None. Nays: None. Motion carried 5-0.

Motion by Scott, seconded by Alger to approve Resolution 43-2025 Utility Billing Clerk Hire. Roll call vote. Ayes: Bardsley, Steele, Smith, Scott, and Alger. Absent: None. Nays: None. Motion carried 5-0.

Council reviewed an email from a citizen concerning communication.

The council received the following reports from city departments:

Public Works Director Travis Bagby – working on vehicle maintenance, dump truck required four new tires.

Parks & Recreation Director Drayton Kamberling – Christmas event was a success, girls' basketball is done, boys to begin soon.

Police Chief Jason Blinks – working through the hiring process, chief contract was approved.

Library Director Elizabeth Hoover de Galvez – new electric fireplace approved by board for adult area, winter break programs include a "Noon Year's Eve".

City Administrator Brandon Siggins – 332 fire calls this year with many during the recent cold temperatures. Working on snow complaints, street storage/tagging vehicles, trees, thank you all that helped with the Christmas event, a public works employee was involved in a minor accident due to road conditions, working on new downtown banners and T-Mobile grant for concession stands at the complex.

Mayor and council thanked the public works crews and the fire department for all they do during the cold temperatures, congratulated Breanna Ties on her new position and wished everyone a safe and happy holidays.

Mayor Doug O'Connor adjourned the meeting at 7:35pm.

Christina Eicher, City Clerk

Doug O'Connor, Mayor

CITY OF LISBON LIST OF CLAIMS 1-12-2026

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
ACCESS SYSTEMS	TECH SUPPORT	976.61
ACCESS SYSTEMS LEASING	COPIER LEASE	853.42
AFFORDABLE HEATING & COOLING	LIBRARY FURNACE MAINTENANCE	362.32
AFLAC	CANCER INSURANCE	254.28
ALLIANT UTILITIES	UTILITIES	10,886.52
BAGBY, TRAVIS	CELL PHONE STIPENDS	150.00
BALTES, TONY	CELL PHONE STIPENDS	75.00
BRECKE INC.	WW QUARTERLY HVAC	229.21
CARQUEST OF LISBON	OPERATING SUPPLIES	918.83
CLIA LABORATORY PROGRAM	CERTIFICATE FEE	248.00
COLLECTION SERVICES	PAYROLL DEDUCTION	54.39
CR LC SOLID WASTE AGENCY	REFUSE PICKUP/WINDSTORM	33.00
DELTA DENTAL OF IOWA	VISION INSURANCE - EMPLOYEE	7.36
DORSEY & WHITNEY LLP	UR PLAN AMEND/TIF AGREEMENT	7,893.50
EICHER, CHRISTINA	CELL PHONE STIPENDS	150.00
EMPLOYEE BENEFIT SYSTEMS	EMPLOYEE BENEFITS	85.00
HILLS BANK	SAFE DEPOSIT BOX	10,040.89
IMWCA	WORKERS COMP	1,579.00
INGRAM LIBRARY SERVICES	LIBRARY MATERIALS	315.42
INTERSTATE BILLING SERVICE	SNOWBLOWER MAINTENANCE	938.64
IPERS	IPERS-REG	10,575.53
JOHN'S ELECTRICAL SERVICE	BOOSTER STATION	283.34
JOHNSON COUNTY REFUSE INC	DECEMBER REFUSE	15,014.25
KAMBERLING, DRAYTON	CELL PHONE STIPENDS	150.00
LINN COOP OIL CO.	FUEL CHARGES	1,146.16
MECHANICSVILLE TELEPHONE CO.	PHONE SERVICES	637.97
MENARDS	BACK SHOP MAINTENANCE	1,512.67
MIDWEST TAPE LLC	LIBRARY SUPPLIES	228.51
MORTON SALT	SALT	5,664.02
MT. VERNON ACE HARDWARE	OPERATING SUPPLIES	371.17
MT. VERNON-LISBON POLICE DEPT.	PD CONTRACT Q2	92,881.80
P & K MIDWEST INC	TRASH PUMP WW MAINTENANCE	38.65
RED LION RENEWABLES	SOLAR	220.05
RODMAN, CHRIS	CELL PHONE STIPENDS	75.00
SIGGINS, BRANDON	CELL PHONE STIPENDS	150.00
SIGGINS, JACOB	CELL PHONE STIPENDS	75.00
STATE HYGIENIC LABORATORY	TESTING	1,161.50
STUDENT PUBLICATIONS, INC.	PUBLICATIONS- LEGALS	415.55
SUN LIFE FINANCIAL	LIFE INSURANCE - EMPLOYEE	32.88
TREASURER STATE OF IOWA	STATE W/H	2,246.45
U.S. CELLULAR	WIRELESS SERVICES	122.52
U.S. POSTAL SERVICE	STAMPS	156.00

VEENSTRA & KIMM INC.	WELL 5 ENGINEERING FEES	1,938.20
WELLMARK BLUE CROSS	HEALTH INSURANCE - EMPLOYEE	785.78
WENDLING QUARRIES INC.	STREET SAND	741.21
WOODS, KEITH	CELL PHONE STIPENDS	75.00
PAYROLL		32,290.91

GRAND TOTAL: \$ 205,041.51

<u>FUND</u>	<u>TOTAL</u>
001 GENERAL FUND	122,064.92
010 CABLE TV	150
110 ROAD USE TAX	16,715.95
112 EMPLOYEE BENEFIT FUND	6,921.35
125 TIF FUND	7,893.50
339 NEW CITY WELL	1,938.20
600 WATER FUND	13,768.73
610 SEWER FUND	18,006.93
670 SOLID WASTE FUND	17,581.93

GRAND TOTAL: \$ 205,041.51

<u>DECEMBER FUND REVENUES</u>	<u>TOTALS</u>
001 GENERAL FUND	52,088.54
110 ROAD USE TAX	24,779.04
112 EMPLOYEE BENEFITS	4,141.73
121 LOCAL OPTION SALES TAX	156,637.74
125 TIF FUND	3,891.41
200 DEBT SERVICE FUND	5,146.81
337 SPORTS COMPLEX	1,320.35
600 WATER FUND	36,225.60
605 UTILITY DEPOSIT FUND	750.00
610 SEWER FUND	31,971.87
611 SEWER SINKING FUND	15,954.13
670 SOLID WASTE FUND	20,022.74

GRAND TOTAL: \$352,929.96

CITY OF LISBON
CLERK/TREASURER REPORT -- December 2025

FUNDS#	FUND	BEG BAL CHECKING	MTD REVENUES	MTD EXPENSES	TRANSFERS IN/OUT	END BAL CHECKING	INVESTMENT	PETTY CASH	TOTAL CHECKING/INV	O/S Checks	O/S Deposits	BANK BAL
001	GENERAL FUND	458,711.22	52,036.04	(68,629.54)	(30.65)	442,086.07	46,813.86	100.00	488,999.93	12,761.42	\$ 1,914.87	452,932.62
002	LIBRARY FUND	-	47.21	(1,479.91)	1,432.70	-	76,735.56	-	76,735.56	1,479.91	-	1,479.91
003	PARKS/RECREATION	3,800.96	0.79	-	-	3,801.75	-	-	3,801.75	-	-	3,801.75
004	HISTORY CENTER	1.00	-	-	-	1.00	-	-	1.00	-	-	1.00
005	TREES FUND	2,566.05	2.19	-	(1.66)	2,566.58	1,286.82	-	3,853.40	3,786.55	0.00	2,566.58
006	VETS FUND--HWY 30	-	3.31	-	(3.31)	-	3,786.55	-	3,786.55	1,002.43	0.00	0.00
007	POLICE FORFEITURE FUND	-	-	-	-	-	1,002.43	-	1,002.43	-	-	0.00
010	CABLE TV	5,587.60	-	(150.00)	-	5,437.60	1,002.43	-	5,437.60	-	-	5,437.60
011	VETERANS FUND	2,947.93	-	-	-	2,947.93	-	-	2,947.93	-	-	2,947.93
020	HOUSING REHABILITATION FUND	-	-	-	-	-	18,341.89	-	19,994.54	-	-	1,652.65
051	EMA CAP EQUIP	1,652.65	-	-	-	1,652.65	-	-	5,097.50	-	-	5,097.50
052	CITY HALL CAP IMPR FUND	5,097.50	-	-	-	5,097.50	-	-	8,174.92	-	-	8,174.92
053	LIBRARY CAPITAL IMPROVEM	8,174.92	-	-	-	8,174.92	-	-	54,061.75	-	-	54,061.75
055	FIRE CAP. IMP. FUND	54,061.75	-	-	-	54,061.75	-	-	3,264.20	-	-	3,264.20
056	HISTORY CENTER-CH-CAP IMPR	3,264.20	-	-	-	3,264.20	-	-	110,671.40	-	-	110,671.40
060	PARK CAP IMP. FUND	110,671.40	-	-	-	110,671.40	-	-	121,634.19	-	-	121,634.19
110	ROAD USE TAX	113,082.56	24,779.04	(16,227.41)	-	121,634.19	-	-	25,000.00	372.48	-	167,864.75
111	S.A. REPAIR FUND	25,000.00	4,141.73	(19,747.08)	-	167,492.27	-	-	35,000.00	-	-	35,000.00
112	EMPLOYEE BENEFIT	183,097.62	-	-	-	183,097.62	-	-	211,172.62	-	-	211,172.62
113	RD USE CAP EQUIP	35,000.00	-	-	-	35,000.00	-	-	77,522.15	-	-	77,522.15
119	EMERGENCY LEVY FUND	-	-	-	-	-	-	-	87,588.83	-	-	87,588.83
121	LOCAL OPTION SALES TAX FUND	54,534.88	156,637.74	(80,000.00)	-	211,172.62	-	-	410,033.49	-	-	410,033.49
125	TIF FUND	153,630.74	3,891.41	-	-	77,522.15	-	-	1,665.00	94,215.11	-	(49,220.52)
126	DOWNTOWN REINVEST PROGRAM	-	-	-	-	-	-	-	35,116.62	-	-	35,116.62
130	LMI-TIF NOVAK	87,588.83	5,146.81	(451,707.26)	(1,320.35)	410,033.49	509,628.64	-	366,193.01	-	-	(49,220.52)
133	BUDGET BLINDS REBATE	-	-	-	-	-	-	-	35,116.62	-	-	35,116.62
200	DEBT SERVICE FUND	404,886.68	-	-	-	410,033.49	-	-	(22,256.71)	-	-	(22,256.71)
210	\$5,250 MIL. BOND 2019	-	-	-	-	-	-	-	82,286.93	-	-	82,286.93
304	SPLASH PAD/WADING POOL	1,665.00	1,320.35	(451,707.26)	(1,320.35)	1,665.00	509,628.64	-	366,193.01	-	-	(49,220.52)
337	SPORTS COMPLEX	308,271.63	-	-	-	308,271.63	-	-	35,116.62	-	-	35,116.62
338	WATER LINE REHAB	35,116.62	-	-	-	35,116.62	-	-	(22,256.71)	-	-	(22,256.71)
339	NEW CITY WELL	(18,115.24)	-	(4,141.47)	-	25,492.73	56,794.20	-	82,286.93	-	-	25,492.73
510	CEMETERY PERPETUAL CARE FUND	25,492.73	36,225.60	(28,283.97)	-	95,188.02	-	-	95,188.02	-	-	95,990.18
600	WATER FUND	87,226.39	-	-	-	(980.00)	-	-	10,000.00	-	-	(980.00)
601	WATER SINKING FUND	(980.00)	-	-	-	10,000.00	-	-	10,000.00	-	-	10,000.00
602	WATER RESERVE FUND	10,000.00	-	-	-	10,000.00	-	-	38,332.08	-	-	38,501.90
603	WATER IMPROVEMENT FUND	10,000.00	750.00	(600.00)	-	10,000.00	-	-	(35,948.94)	-	-	(35,221.09)
605	UTILITY DEPOSIT FUND	38,182.08	31,971.87	(30,631.05)	-	38,332.08	-	-	209,943.42	-	-	209,943.42
610	SEWER FUND	(37,289.76)	15,954.13	(26,617.00)	-	(35,948.94)	-	-	67,129.21	-	-	67,129.21
611	SEWER SINKING FUND	220,606.29	20,022.74	(19,489.15)	-	209,943.42	-	-	2,701.54	-	-	2,701.54
670	SOLID WASTE FUND	66,510.40	-	-	-	67,043.99	-	-	2,779,857.43	110,937.29	(786.67)	2,177,091.44
	ADJUSTMENTS											
	TOTALS	2,460,044.63	352,929.96	(747,683.84)	107.38	2,065,367.48	714,389.95	100.00	2,779,857.43	110,937.29	(786.67)	2,177,091.44

I hereby certify that the above is true and correct:

Christina Eicher, City Clerk/Treasurer

I certify that I have reviewed the bank statement and treasurer's report for this month

Brandon Stiggins, City Administrator



STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form - modified)

NOW ON THIS 6th day of January, 2025, Snyder & Associates, Inc., 5005 Bowling Street, SW, Suite A, Cedar Rapids, IA 52404, (hereinafter, Professional), and City of Lisbon, Iowa

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: EMS District Plat
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
 - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
 - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
 - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
 - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
 - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
 - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
 - 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
 - 9.5. Review and examine (and shall seek the advice of an attorney, insurance counselor, financial and other advisors or consultants, as Client deems necessary relative to such review and examination) all studies, reports, sketches, drawings, specifications, proposals, alternate solutions, sample or proposed legal documents and other documents submitted by Professional and render to Professional written interim and/or final decisions thereto.
 - 9.6. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
 - 9.7. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
 - 9.8. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
- 10.1.** Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
- 10.2.** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 18, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **LIMITATION:** In allocating the risks of this Project, Client agrees that: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Professional and the Professional's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed, in the aggregate, the total compensation received by the Professional under this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted unless otherwise prohibited by law.

14. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction

documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

14.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

14.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

14.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

14.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

15. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

16. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

17. SUSPENSION OF SERVICES: If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

17.1.If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

17.2.If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

18. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved may be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

18.1.The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

18.2.The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.3.It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

19. TERMINATION: In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

19.1.The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

19.2.Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- 19.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- 19.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- 19.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- 19.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

19.3. In the event of any termination that is not the fault of the Professional, the client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

20. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

21. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 16 above).

22. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

23. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit A Scope of Services
Exhibit

Exhibit B EMS District Plat Area
Exhibit

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

City of Lisbon (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By: Lindsay Beaman _____
(Authorized agent)

Brandon Siggins _____
(Printed or typed signature)

Lindsay Beaman _____
(Printed or typed signature)

Route executed copy to:



EXHIBIT A

EMS DISTRICT PLAT
CITY OF LISBON, IOWA

CLIENT: CITY OF LISBON, IOWA
 115 N WASHINGTON STREET
 PO BOX 68
 LISBON, IOWA 52253
 BRANDON SIGGINS, CITY ADMINISTRATOR

ENGINEER: SNYDER & ASSOCIATES, INC.
 900 BELL DRIVE SW
 CEDAR RAPIDS, IOWA 52404

PROJECT: CREATE AN EMERGENCY MEDICAL SERVICES DISTRICT PLAT

DATE: January 06, 2026

SCOPE OF SERVICES:

The ENGINEER will use Geographic Information System (GIS) data and other information provided by the CLIENT to create a preliminary plat of a new emergency medical emergency district in southeast Johnson County. The plat is intended to satisfy Iowa Code 357F.6 for the district. The plat is to graphically identify the assessable, non-agriculture classified parcels in the unincorporated area identified in Exhibit B attached.

I. SCOPE OF SERVICES

- A. Coordinate with Linn County GIS personnel to gather necessary data and electronic files. City staff may need to facilitate the transfer of the necessary files from Linn County to Snyder & Associates.
- B. Generate preliminary plat with assessable parcels identified by color and numerical reference.
- C. Generate list of assessable parcels with owner names and assessed valuations corresponding to numerical references on plat.
- D. Deliverable will include a PDF file of the plat, shapefile of the plat (.shx or equivalent compatible with ESRI software), and Microsoft Excel spreadsheet (.xls) with parcel numbers, owners and assessed values.

FEES FOR SERVICES LUMP SUM \$7,500

II. SCHEDULE

The preliminary plat is to be completed within 30 calendar days of city approval of the district. City action on approval of the district is expected to be within 10 calendar days following the public hearing.

III. DISCLAIMER

The certification of the preliminary plat is limited to the correctness and precision of the data that is provided to the ENGINEER by the CLIENT. The ENGINEER will not certify the accuracy of the data that is provided, only that the preliminary plat is accurate to the data provided.

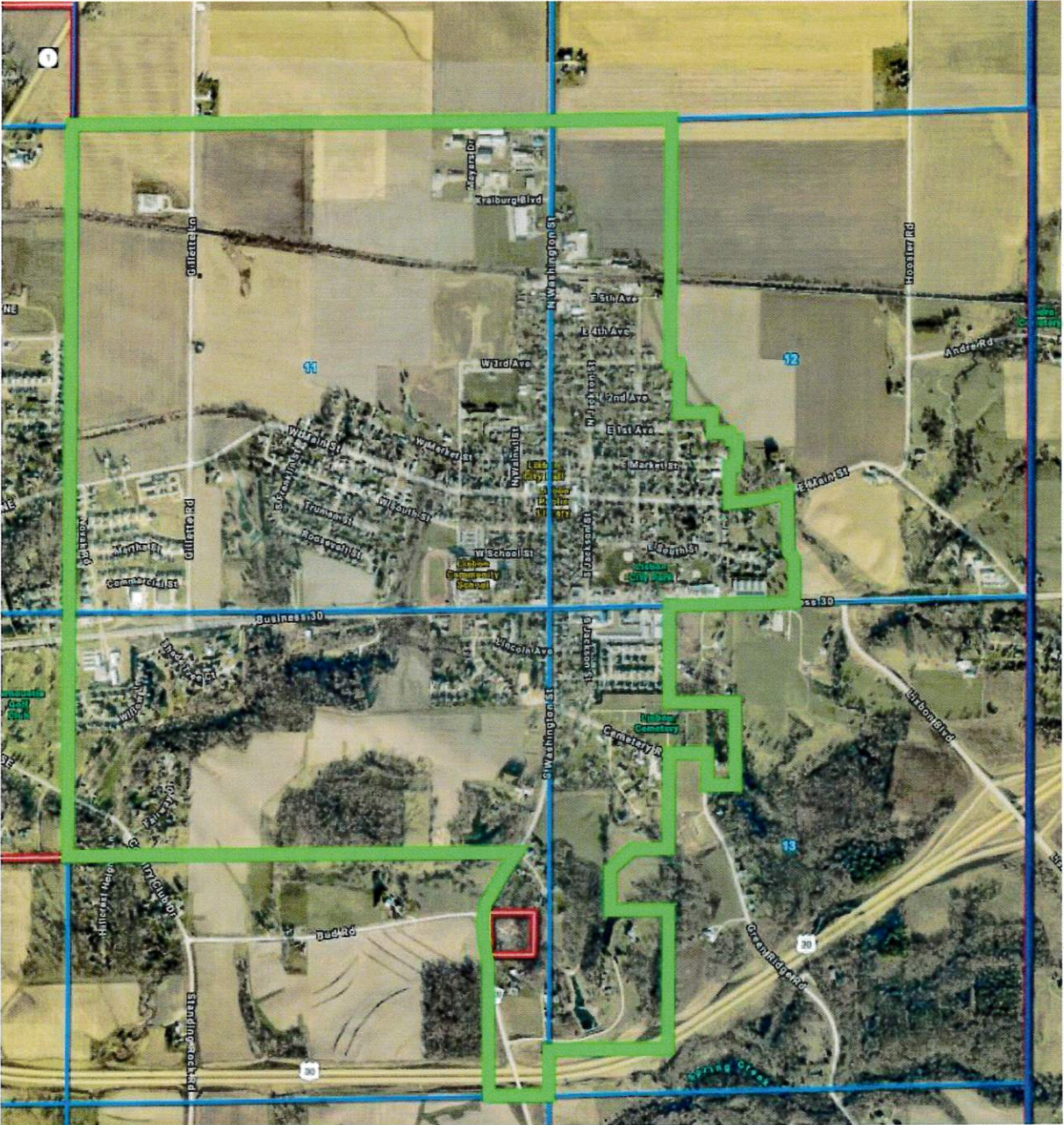
IV. ADDITIONAL SERVICES

The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

1. Meetings beyond an initial meeting with the project representative to initiate the project and gather the necessary data and information.
2. Submittal fees to any and all regulatory agencies.
3. Design of plans or improvements.
4. Easement and/or legal documents.
5. Client requested major revisions.
6. Color presentation drawings.
7. Production or reproduction of hard copies.
8. Manual data entry.
9. Determination of classifications or zonings.
10. Rezoning.
11. Contact or correspondence with property owners as related to the project.

EXHIBIT B

EMS DISTRICT PLAT AREA
LISBON, IOWA



**CITY OF LISBON
RESOLUTION NO. 01-2026**

A RESOLUTION APPROVING APPOINTMENTS OF COUNCIL LIAISONS FOR 2026

WHEREAS, the mayor has reviewed the previous appointments and recommends to council the following appointment:

Board of Adjustment	John Bardsley
Broadband Communications	Rawley Alger
Cemetery	Rawley Alger
Fire Department	Rick Scott and Kevin Steele
History Ctr/Historical Pres/Community Ctr	Rawley Alger and John Bardsley
Library	John Bardsley
Parks and Recreation	Kevin Steele and Nate Smith
Personnel	Nate Smith and John Bardsley
Planning & Zoning/Econ Dev/CDG	Rawley Alger and John Bardsley
Public Works/Solid Waste	Nate Smith
Schools	Rick Scott and Kevin Steele
Streets and Sidewalks	Kevin Steele and Nathan Smith
Tree Board	Nathan Smith and John Bardsley
Veterans Commission	Rick Scott
Living Roadways	Nathan Smith
Housing Rehab Committee	Rawley Alger and Kevin Steele
Linn County Emergency Mgmt.	Rick Scott and John Bardsley
Linn County E911 Service Board	Rick Scott and John Bardsley

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LISBON, IOWA: Approves the appointments as listed above.

Motion made by _____, seconded by _____, to approve.

Roll Call Vote	Absent	Aye	Nay	Abstain
John Bardsley				
Rick Scott				
Rawley Alger				
Kevin Steele				
Nate Smith				

Motion carried _____.

WHEREUPON, the Mayor declared that RESOLUTION NO. 01-2026 be adopted and approved.

Doug O'Connor, Mayor

ATTEST:

Christina Eicher, City Clerk

**CITY OF LISBON
RESOLUTION NO. 02-2026**

A RESOLUTION AUTHORIZING OFFICIAL APPOINTMENTS

WHEREAS, it is necessary for the Mayor/City Council to make and approve official appointments for the City of Lisbon;

BE IT THEREFORE RESOLVED the Council of the City of Lisbon hereby appoints and approves the following:

<u>Position</u>	<u>Appointment</u>	<u>Term Expires</u>
Mayor Pro-temp	Nate Smith	12-31-2026
City Clerk	Christina Eicher	12-31-2026
City Attorney	Lederer, Weston & Craig	12-31-2026
Official Newspaper	Mt. Vernon-Lisbon SUN	12-31-2026
Police Advisory Board	Kevin Steele	12-31-2026
Assistant Fire Chief	Brett Epperly	12-31-2027
2 nd Assistant Chief	Dave Herboldsheimer	12-31-2027
Treasurer/Secretary	Matt Nuckolls	12-31-2027
Planning & Zoning Board	Jason Waters	12-31-2030
	Jason Blinks	12-31-2030
	Marsha Lasack	12-31-2029
Board of Adjustment	Chris Martin	12-31-2030
	Danny Patten	12-31-2030
	Katie Parpart	12-31-2027
Parks & Recreation Board	Marsha Lasack	12-31-2027
	Lindsay Welsh	12-31-2027
	Meegan Englund	12-31-2027
	Alexandra McKendree	12-31-2028
	Marianne Zahorik	12-31-2028
Historic Preservation Commission	Alexandra McKendree	12-31-2028
<i>1 Vacancy</i>	Marianne Zahorik	12-31-2028
Tree/Nature Board	Frances Owen	12-31-2028
<i>3 Vacancies</i>	Luke Krall	12-31-2028
E911 Service Board	Brandon Siggins	12-31-2026
	Brett Epperly	12-31-2026
	Brandon Siggins	12-31-2026
Linn Co. Emergency Mgt.	Brett Epperly	12-31-2026
	Bob Brus	12-31-2026
	Nicole Sporrer	12-31-2026
Ambulance Board	Jessica Vonbehren	12-31-2026
	Julie Light	12-31-2026
	Brian Courtney	12-31-2026

Mileage Rate per IRS 72.5 cents per mile

Motion made by _____, Seconded made by _____, to approve.

Roll Call Vote	Absent	Aye	Nay	Abstain
John Bardsley				
Rick Scott				
Rawley Alger				
Kevin Steele				
Nate Smith				

Motion carried _____.

Doug O'Connor, Mayor

ATTEST:

Christina Eicher, City Clerk

**CITY OF LISBON
RESOLUTION NO. 03-2026
A RESOLUTION AUTHORIZING EMPLOYEE BONUSES IN RECOGNITION OF
COST SAVINGS DURING CAPITAL PROJECTS**

WHEREAS, the City of Lisbon, Iowa, has completed multiple capital improvement projects through careful planning, effective project management, and the performance of substantial portions of the work by City staff; and

WHEREAS, City employees completed significant capital project work in-house rather than through outside contractors, resulting in documented cost savings to the City while maintaining required standards of safety, quality, and service; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lisbon, Iowa, that employee bonuses are hereby approved in recognition of cost savings achieved through capital projects completed, in whole or in part, by City staff performing the work in-house; and

BE IT FURTHER RESOLVED, that the following one-time bonuses are authorized:

- **\$2,500** for Public Works Director Travis Bagby
- **\$2,000** for Public Works Employees Chris Rodman, Keith Woods, Jake Siggins and Tony Baltes
- **\$1,500** for City Clerk/Treasurer Christina Eicher
- **\$500** for Parks Employees Drayton Kamberling and Brian Blinks; and

BE IT FURTHER RESOLVED, that the City Administrator/Clerk is authorized to administer and distribute the bonuses, ensure proper documentation of the funding source, and withhold applicable payroll taxes as required by law.

Motion made by _____, Seconded made by _____, to approve.

Roll Call Vote	Absent	Aye	Nay	Abstain
John Bardsley				
Rick Scott				
Rawley Alger				
Kevin Steele				
Nate Smith				

Motion carried _____.

Doug O'Connor, Mayor

ATTEST:

Christina Eicher, City Clerk