



**GRINNELL FINANCE COMMITTEE MEETING  
MONDAY, JANUARY 20, 2025, AT 8:00 A.M.  
IN THE LARGE CONFERENCE ROOM ON THE 2ND FLOOR  
OF CITY HALL AND VIA ZOOM**

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### ***TENTATIVE AGENDA***

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**ROLL CALL:** Wray (Chair), White, Davis.

### **PERFECTING AND APPROVAL OF AGENDA:**

### **COMMITTEE BUSINESS:**

1. Update from Dan Nieland, POW I80 Director.
2. Update from Adrienne Hardin, Communications and Community Development Specialist.
3. Consider approval of a resolution approving an Engagement Agreement with Ahlers & Cooney, P.C. for the defense of claims asserted by Midwest Ambulance Service of Iowa, Inc. (See Resolution No.2025-13).

### **INQUIRES:**

### **ADJOURN:**

## **RESOLUTION NO. 2025-13**

### **RESOLUTION TO APPROVE AN ENGAGEMENT AGREEMENT WITH AHLERS AND COONEY, P.C. FOR LEGAL SERVICES**

WHEREAS, the City Council has need of legal assistance and defense with regard to claims asserted by Midwest Ambulance Service of Iowa, Inc.; and

WHEREAS, the city desires to enter into an engagement agreement with Andrew Tice of Ahlers and Cooney, LLC as legal counsel for response to said claims; and

WHEREAS, the terms and conditions are outlined in the engagement agreement and the city has reviewed and agrees to the same; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a city attorney services engagement agreement with Ahlers and Cooney for legal counsel.

Passed and approved this 20th day of January 2025.

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Dan F. Agnew, Mayor

ATTEST:

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Annmarie Wingerter, City Clerk



**Ahlers & Cooney, P.C.**  
*Attorneys at Law*

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231

**Phone:** 515-243-7611

**Fax:** 515-243-2149

**[www.ahlerslaw.com](http://www.ahlerslaw.com)**

Andrew T. Tice

515.246.0317

[atice@ahlerslaw.com](mailto:atice@ahlerslaw.com)

January 17, 2025

**VIA EMAIL**

Russ Behrens  
City of Grinnell  
520 4<sup>th</sup> Avenue  
Grinnell, IA 50112

Re: Midwest Ambulance Service of Iowa, Inc. v. City of Grinnell, Iowa

Dear Russ:

This letter will serve to confirm the retention of our law firm to provide legal assistance and defense with regard to claims asserted by Midwest Ambulance Service of Iowa, Inc. (“Midwest”) against the City of Grinnell before the Iowa District Court alleging a breach of contract. This letter defines the scope of work we are undertaking on the City’s behalf and sets out the usual policies and procedures of the firm. If you have any questions or concerns, please do not hesitate to contact me.

We understand that we are to assess the claims being made by Midwest and provide a defense for the City of Grinnell in resisting the pending lawsuit. I would be chiefly responsible for providing you with these legal services on behalf of the Firm. If necessary or appropriate, I may call upon other attorneys or legal assistants in the firm to assist.

Our work will be billed at our Firm’s hourly rates in effect at the time that the work is performed. My current hourly rate is \$350 per hour. Legal assistant time will be billed at \$165 per hour. Hourly rates are reviewed annually on a calendar year basis and are subject to increase where deemed necessary by the Firm. Monthly statements will be sent to your attention on a monthly basis. Absent objection and/or inquiry concerning a statement, each statement will need to be paid within 10 days after the statement has been provided to you. A failure to pay any monthly billing within forty-five (45) days after it is sent to you will entitle us to terminate our attorney/client relationship with you and withdraw from any and all legal representation. Either party has the right to terminate this arrangement at any time upon written notice.

Finally, all out-of-pocket expenses including, but not limited to, photocopies, long-distance charges, filing fees, mileage, etc. will also be separately itemized and billed on our monthly statements. The firm will advance usual and necessary expenses incurred in connection with the representation as long as the individual amounts do not exceed \$200.00. If an expense exceeds that amount, the firm will forward the provider's statement directly to you for payment.

**APPROVAL**

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by an appropriate city representative and execute, date and return to me copy of this Agreement. Please retain the original for your file.**

We look forward to providing you with assistance and certainly appreciate the opportunity to work with you. Should you have any questions or concerns, please always feel free to write or call.

Very truly yours,

AHLERS & COONEY, P.C.

By

*Andrew T. Tice*

Andrew T. Tice

Accepted and approved on behalf of the City Council:

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

\_\_\_\_\_

Date

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