

# **AGENDA**

**COUNCIL MEETING**  
**Tuesday, October 22, 2019**  
**5:30 P.M.**

## **CITY HALL COUNCIL CHAMBERS**

**I. CALL TO ORDER:**

**II. OPEN FORUM: This is a time for any concerned citizen to speak to the Council on an item that is not on the agenda.**

**III. CONSENT ITEMS:**

- A. 10/8/19 regular Council minutes.
- B. Adjustment to sewer bill of \$234.69 at 402 E. Clark Street.

**IV. NEW BUSINESS:**

- A. Consider approval of engineering agreement with Bolton and Menk to develop a Waste Water facility plan.
- B. Consider approval of engineering agreement with Bolton and Menk for the Chestnut and Adams Street water main improvement project.
- C. Consider approval of addendum to Bolton and Menk Greenwood and Central Avenue Trail Improvements engineering agreement to add Daubendiek Trail Improvements.
- D. Consider approval to purchase two heating units for the wastewater treatment plant.
- E. Consider approval of Resolution of support and commitment for Jefferson Main Street program
- F. Third reading of ordinance to increase water rates by 3%.
- G. Third reading of ordinance to increase sewer rates by 3%.
- H. Update on Animal Shelter

**V. REPORTS:**

- A. Mayor
- B. Engineer
- C. City Clerk
- D. Attorney
- E. City Administrator
- F. Council & Committees

**VI. ADJOURN.**

## AGENDA SUMMARY

DATE 10/8/19

### NEW BUSINESS

- A. **Consider approval of engineering agreement with Bolton and Menk to develop a Waste Water facility plan. Reviewed by the Wastewater Committee.** The proposal is in relation to the goals outlined in the 2017 Nutrient Reduction Feasibility Study conducted by Bolton and Menk for Jefferson's wastewater treatment plant. The plan would be submitted in June 2020 to the DNR. The proposed fee for the services is \$48,500. Please see attached letter of detailed project description.
- B. **Consider approval of engineering agreement with Bolton and Menk for the Chestnut and Adams Street water main improvement project. Reviewed by the Water Committee.** Agreement would provide engineering services for the construction of approximately 1,450 LF of 6 inch water main along East Washington Street from Wilson Ave. to the alley just east of Chestnut St., East Adams St. from Wilson to the alley just east of Chestnut St and in the alley from Chestnut Street to Adams Street. The amount for engineering services is \$32,000. See attached agreement
- C. **Consider approval of addendum to Bolton and Menk Greenwood and Central Avenue Trail Improvements engineering agreement to add Daubendiek Trail Improvements.** Reviewed by Streets Committee. Daubendiek Trail was part of the bond issue to have the existing trail surface replaced. By combining the trail with other similar projects should benefit the overall bid price. The additional engineering fee would be \$44,000. See attached proposal.
- D. **Consider approval to purchase two heating units for the wastewater treatment plant.** Sewer Committee reviewed request to replace existing system in sewer plant maintenance building. The committee and staff concluded that the potential cost of repairs to the existing system justified purchasing replacement heaters. The cost of the new units would be \$10,522.
- E. **Consider approval of Resolution of support and commitment for Jefferson Main Street program.** This is an action the City takes to show commitment to Main Street when the program submits its annual report to the State of Iowa.
- F. **Third reading of ordinance to increase water rates by 3%.** The water committee evaluated the increase costs of chemicals and funding necessary for anticipated plant improvements and is recommending the 3% rate increase as provided for in the 2019-2020 budget. The rate would increase the base amount for water service by 33 cents per month.
- G. **Third reading of ordinance to increase sewer rates by 3%.** The sewer committee evaluated the increase costs of wastewater treatment and the funding necessary for anticipated plant improvements and is recommending the 3% rate increase as provided for in the 2019-2020 budget. The rate would increase the base amount for water service by 54 cents per month.
- H. **Update on Animal Shelter**

COUNCIL MEETING

October 8, 2019

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Gordon

ABSENT: None

Mayor Berry presided.

No citizens spoke during Open Forum.

On motion by Gordon, second by Sloan, the Council approved the following consent agenda September 24, 2019 Council Minutes, The Printer's Box, Class B Wine Permit, Sparky's One Stop, Class C Beer Permit, and payment of monthly bills from City funds.

AYE: Jackson, Ahrenholtz, Sloan, Gordon, Wetrich

NAY: None

On motion by Sloan, second by Jackson, the Council approved the second reading of ordinance adjusting water service rates by 3%.

AYE: Gordon, Wetrich, Jackson, Ahrenholtz, Sloan

NAY: None

On motion by Ahrenholtz , second by Gordon , the Council approved the second reading of ordinance adjusting sewer rates by 3%.

AYE: Sloan, Jackson, Wetrich, Gordon, Ahrenholtz

NAY: None

The following bills were approved for payment from City funds:

ABC PEST CONTROL	PEST CONTR	750.00
ACCESS SYSTEMS INC	RN CPIER LSE	1,128.46
ACCESS SYSTEMS LEASING	LB CPIER LSE	544.58
ACCO UNLIMITED CORP	WA CHEM	2,802.00
AFLAC	AFLAC INS W/H	129.70
AFSCME/IOWA COUNCIL 61	UNION DUES	86.36
AG SOURCE LAB	WA TSTG	95.50
AHEAD LLC	GCRSE MERCH	222.70
ALLIANT ENERGY	UTILITIES	38,610.89
AMERICAN RED CROSS	RN KITS	816.71
ANDREW CHAPMAN	PD REIMB MEALS	497.46
ATCO INTERNATIONAL	WA SUPP	124.30
AUTOMATIC SYSTEMS CO.	WA REPRS	3,838.00
BAKER & TAYLOR INC.	LB MOVIES	2,639.06
BARCO PRODUCTS	PD SIGNS	117.16
BELL TOWER COMM FOUNDATION	HOT/MOT BILLBRDS	640.00
BLACKTOP SERVICE CO.	RUT SEAL COAT	21,213.40
BLOHM INSPECTION/ENVIRO	200 E STATE ASPEST	200.00

4-20-11

## **SEWER ADJUSTMENT POLICY**

4-20-11

The Sewer Committee for the City of Jefferson has established the following policy when considering a monetary adjustment to a sewer bill:

- 1) Only sewer charges will be considered. All other charges and associated fees require full payment.
- 2) Sewer charges are reviewed as:
  - a) **Charges that are attributed to water not entering the sewer.**
  - b) **Charges that are attributed to water entering the sewer.**  
In this category, the sewer portion of the monthly city utility bill must exceed \$500 in order to be considered for adjustment.

Process:

- A letter needs to be prepared by the applicant outlining the circumstances for the request.
- The request will then be forwarded to the Sewer Committee for review and recommendation.
- The City Council will act on any adjustment to the sewer bill.



Real People. Real Solutions.

1519 Baltimore Drive  
Ames, IA 50010-8783

Ph: (515) 233-6100  
Fax: (515) 233-4430  
Bolton-Menk.com

October 10, 2019

Michael Palmer  
City Administrator, City of Jefferson  
220 N. Chestnut Street  
Jefferson, IA 50129

RE: Wastewater Treatment Facility Plan  
Engineering Services Scope and Fee

Dear Mr. Palmer,

Thank you for the opportunity to continue to serve the City of Jefferson and work with you towards the goals presented in the 2017 Nutrient Reduction Feasibility Study for your wastewater treatment system.

Based on the schedule submitted in the Nutrient Reduction Feasibility Study, the City intends to submit a Wastewater Treatment Facility Plan to the DNR by June 2020. Bolton & Menk has developed a summary of preliminary engineering services which will be utilized to plan necessary wastewater treatment system improvements for a proposed wastewater improvements project. Major scope topics of the preliminary effort include gathering updated background information, data analysis, and preparation of a Facility Plan. This plan will be utilized for construction permitting and to secure external funding sources including the *Clean Water State Revolving Fund (SRF)*.

The proposed project involves an evaluation of the wastewater treatment system, description of proposed improvement alternatives and recommendations for specific improvements to the facility. The engineering services required to evaluate the existing system and provide recommendations and cost opinions for improvements are outlined below:

### **Preliminary Engineering Services**

- Project initiation meeting between Bolton & Menk and City personnel to verify and finalize the project scope, including a visit to the wastewater treatment facility site.
- Gather recent background information, including wastewater MORs, facility inspection reports, SIU agreements, department budgets and expenses, billing information, growth and population projections, and more as needed.
- Review 2017 Nutrient Reduction Strategy, along with background information gathered and existing facility and processes, and develop alternatives for improvements based on City needs, demand, and local, State and Federal regulations.
- Develop cost opinions, recommendations and estimated impact on user rates for the improvement alternatives provided.
- Prepare a Facility Plan for submittal for construction permitting and funding purposes.
- Assist with preparing other items necessary for the SRF application, including Viability Assessment, Environmental Review, Intended Use Plan (IUP) Application, Public Hearing and additional permits if required. If desired, assist with application for a Planning and design Loan for the completion of this Plan and future design work.

## Design and Construction Engineering Services

Proposed costs for Design and Construction Phase Engineering services are not included in the suggested scope or estimated fee. Bolton & Menk will provide a proposal for these services once an alternative is selected from the Facility Plan and external funding has been secured.

## Estimate of Fees and Schedule

Bolton & Menk has calculated the time and required effort to complete the Facility Plan and proposes a lump sum engineering fee of **\$48,500** to complete the work based on the tasks outlined above. This fee represents over 325 hours of engineering and technical staff time for developing alternatives, preparing the Facility Plan, attending meetings and presenting details to the City, and providing the required information for funding options.

Based on the current status of the approved Nutrient Reduction Feasibility Study and the tasks presented in this proposal, a preliminary project schedule is outlined below:

- |  |               |
|--|---------------|
| • Project Initiation Meeting   | November 2019 |
| • Progress Meeting to discuss alternatives and preliminary cost opinions | January 2019  |
| • Present Facility Plan to City Council for approval                     | April 2020    |
| • Submit Facility Plan to DNR  | May 2020      |
| • City submits Viability Assessment                                      | May 2020      |
| • Submit Environmental Review and IUP Application                        | May 2020      |

This schedule allows the Facility Plan and SRF IUP Application to be completed for the June 1, 2020 IUP Cycle. Design Engineering could begin once the Facility Plan is approved and the project is on the IUP list. This schedule can be adjusted to meet the City's needs or desires.

This suggested scope and estimated fee can be revised at your request. If you are in agreement with the scope and estimated fee, we will prepare an Agreement for Proposed Services.

Please contact me with any questions at [kathryn.sterk@bolton-menk.com](mailto:kathryn.sterk@bolton-menk.com) or by phone at 515-233-6100. We look forward to continuing to work with the City of Jefferson to meet your wastewater system needs.

Sincerely,

**Bolton & Menk, Inc.**



**Kathryn E. Sterk, P.E.**

Environmental Project Engineer

C: Jim Leiding – Bolton & Menk, Inc.  
Greg Sindt – Bolton & Menk, Inc.  
Andrew Sindt – Bolton & Menk, Inc.

# PROFESSIONAL SERVICES AGREEMENT

by and between  
**BOLTON & MENK, INC.**  
**300 West McKinley St., PO Box 68**  
**Jefferson, IA 50129**  
**Ph. (515) 386-4101**  
 (hereinafter referred to as BMI)  
 and

Date of Agreement:
Agreement Number:  (BMI Project Number)
Project Location:

Client	
Name: <u>City of Jefferson, Iowa</u> Address: <u>220 N. Chestnut St.</u> Address: _____ City: <u>Jefferson</u> State <u>IA</u> Zip <u>50129</u> <small>(hereinafter referred to as Client)</small>	Phone No.: (515) 386-3111  Fax No.: (515) 386-4671

<input type="checkbox"/> Agent or Person Ordering Services and/or <input type="checkbox"/> Billing Address (if different)	
Agent or Person Ordering Services: <u>Michael Palmer, City Administrator</u> Address: <u>220 N. Chestnut St</u> City: <u>Jefferson</u> State <u>IA</u> Zip <u>50129</u>	Phone No.: (515) 386-3111  Fax No.: (515) 386-4671

Fee Arrangement
Hourly, Not to Exceed per the following: Survey, Design and Construction Phase Services: \$32,000.00


Scope/Intent and Extent of Services
See attached scope of services (Exhibit I) for the Chestnut & Adams Street Watermain Improvement Project.

Special Conditions
The services described in the Work Order will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk, Inc. and the City of Jefferson, dated August 27, 2019 and approved by the Jefferson City Council on August 27, 2019 unless modified by this Work Order.

BMI and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client and assumes financial responsibility for all services in the event of default by the Client.

Offered by: Bolton & Menk, Inc.

Accepted by:

\_\_\_\_\_  
 James D. Leiding, Project Manager  
print name/title  
  
signature and date

\_\_\_\_\_  
print name/title  
 \_\_\_\_\_  
signature and date

**EXHIBIT I**  
**SCOPE OF SERVICES**  
**Chestnut & Adams Street Watermain Improvement**  
**Jefferson, Iowa**  
**October 2019**

**DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS**

Basic Services of the Engineer - Consultant agrees to provide professional services required for the design of CHESTNUT & ADAMS STREET WATERMAIN IMPROVEMENT. The work will consist of completing Topographic Survey, Watermain Alignment and Design, PCC Pavement Repairs, Contract Document Preparation, Bidding Services, and Construction Administration for the construction of approximately 1450 LF of 6" watermain, 20 service connections, hydrants, valves and abandonment of the existing watermain. The limits of the project are along East Washington Street from Wilson Ave to the alley east of Chestnut St., East Adams Street from Wilson Ave to the alley east of Chestnut St. and in Alley from Chestnut St to Adams St.

**I. Basic Scope of Services**

**A. Topographic Survey**

- a. Consultant will perform topographic survey of the west half of North Chestnut Street from Washington St. to McKinley St. and the north half of Washington Street from Chestnut St. to Wilson Ave along with all possible service connections. Survey to include:
  - i. Establish horizontal and vertical control
  - ii. Survey existing ground to create surface model and contours for the site
  - iii. Locate surface features within the project limits including pavement, ground shots, existing located utilities, building corners, entrances, trees and other miscellaneous items
  - iv. Incorporate utility information provided by One-Call request and Water Department
  - v. CAD drafting to create electronic mapping

**B. Watermain Design**

- a. Consultant will complete final design for the construction of the watermain improvement project in accordance with City of Jefferson Water Department and SUDAS requirements. Final design will include the following design elements:
  - i. Review existing information and data on the project
  - ii. Complete a detailed design of the watermain, services and pavement repairs
  - iii. Provide complete plans including quantities, notes, details and alignment
  - iv. Prepare project specifications and contract documents for public bidding
    1. General information for bidders: Advertisement for Bids, Instructions to Bidders, Special Provisions
    2. General Supplementary Conditions



3. Proposal and Bid Bond forms
4. Agreement and Performance, Payment and Maintenance Bond forms
5. Technical Specifications, SUDAS
- v. Prepare Engineer's opinion of probable construction cost
- vi. Prepare and submit Permit applications for DNR approvals
- vii. Final plans and specifications will be provided to the City for review and approval prior to issuance for bidding activities
- viii. Consultant will coordinate project activities with City of Jefferson and franchise utilities identified in the project limits. Coordination activities will begin during design and continue throughout construction activities for utility relocation

**C. Bidding Phase**

- a. The Consultant will provide bidding assistance to the City as follows:
  - i. Develop bid documents and distribute in accordance with the state of Iowa bidding laws.
  - ii. Address questions by bidders and issue addenda as necessary
  - iii. Attend Bid Letting, develop project bid summary and bid tabulations, make recommendation of award
  - iv. Coordinate contract documents with winning bidder and City

**II. Construction Administration Services**

**A. Construction Administration**

- a. Consultant will provide the following construction administration services:
  - i. Convene and preside over a preconstruction conference. Preconstruction conference attendees in addition to Consultant staff will include:
    1. City staff
    2. Representatives from the contractor, subcontractors and suppliers
    3. Representatives from affected utility companies, if requested
  - ii. Provide supervision and support to Resident Project Representative (RPR) and perform regular on-site reviews
  - iii. Provide City with weekly updates on construction progress and proposed schedules
  - iv. Prepare change orders and written directives as needed
  - v. Review and approve shop drawings and other required submittals by contractor
  - vi. Assist the RPR with the preparation, review and submittal pay requests
  - vii. Meet with affected property owners as required to address construction related concerns
  - viii. Support construction close-out with following tasks:
    1. Conduct an on-site review of the project with City staff, contractor's representatives, and other stakeholders as appropriate
    2. Develop an itemized list of construction issues (punch list) to be corrected or resolved
    3. Monitor completion of the punch list items by the contractor

4. Conduct a final project walk through with the City and the contractor to verify that all punch list items have been completed to the satisfaction of the City
  5. Resolve any issues regarding pay item quantities with the contractor
  6. Prepare final pay estimate and submit to contractor for review and approval
  7. Secure all other documentation required from contractor for project close-out required by the City
- b. Provide Resident Project Representation (RPR) for the duration of the project as detailed in Exhibit I-1
  - c. Coordinate construction methodology to meet City requirements
  - d. Provide construction staking for the construction Contractor
  - e. Consultant will perform an as-built survey of the project and develop as-built drawings
  - f. Consultant will submit digital copies of required project construction documentation in accordance with City standards

### **III. Items Provided by the Client**

- A. Existing mapping, reports, and other pertinent information
- B. Specification Special Provisions
- C. Payment of Permit Fees
- D. Payment of the Soil and Compaction Testing (By Others)

### **IV. Additional Services**

- A. Consulting services performed other than those authorized under Section I.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may include:

- a. All other services not specifically identified in the Proposal or Sections I through II of this Exhibit 1.

## EXHIBIT I-1

### RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

#### A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

#### B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

- b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
  - a. Record date of receipt of Shop Drawings and samples.
  - b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
  - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.

8. Records:

- a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
  - d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

## 12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

## C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

# PROFESSIONAL SERVICES AGREEMENT

by and between  
**BOLTON & MENK, INC.**  
**300 West McKinley St., PO Box 68**  
**Jefferson, IA 50129**  
**Ph. (515) 386-4101**  
 (hereinafter referred to as BMI)  
 and

Date of Agreement:
Agreement Number:  (BMI Project Number)
Project Location:

Client	
Name: <u>City of Jefferson, Iowa</u> Address: <u>220 N. Chestnut St.</u> Address: _____ City: <u>Jefferson</u> State <u>IA</u> Zip <u>50129</u> <small>(hereinafter referred to as Client)</small>	Phone No.: (515) 386-3111  Fax No.: (515) 386-4671

<input type="checkbox"/> Agent or Person Ordering Services and/or <input type="checkbox"/> Billing Address (if different)	
Agent or Person Ordering Services: <u>Michael Palmer, City Administrator</u> Address: <u>220 N. Chestnut St</u> City: <u>Jefferson</u> State <u>IA</u> Zip <u>50129</u>	Phone No.: (515) 386-3111  Fax No.: (515) 386-4671

Fee Arrangement
Lump Sum: Facility Plan for Waste Water Treatment Facility: \$48,500.00

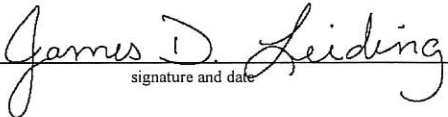
Scope/Intent and Extent of Services
See attached scope of services letter for the work to prepare the above mentioned facility plan.

Special Conditions
The services described in this Work Order will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk, Inc. and the City of Jefferson, dated August 27, 2019 and approved by the Jefferson City Council on August 27, 2019 unless modified by this Work Order.

BMI and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client and assumes financial responsibility for all services in the event of default by the Client.

Offered by: Bolton & Menk, Inc.

Accepted by:

James D. Leiding, Project Manager  
print name/title  
  
signature and date

\_\_\_\_\_  
print name/title  
 \_\_\_\_\_  
signature and date



Real People. Real Solutions.

300 W McKinley Street  
PO Box 68  
Jefferson, IA 50129

Ph: (515) 386-4101  
Bolton-Menk.com

**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT**  
**GREENWOOD & CENTRAL AVENUE TRAIL IMPROVEMENTS**

**DATED August 27, 2019**

by and between

**Bolton & Menk, Inc. (hereinafter referred to as BMI)**

**300 W McKinley Street**

**PO Box 68**

**Jefferson, IA 50129**

and

Client	
Name: <u>City of Jefferson, IA</u>	Phone No.: 515-386-3111
Address: <u>220 N. Chestnut St.</u>	Fax No.: 515-386-4671
City: <u>Jefferson</u> State: <u>IA</u> Zip: <u>50129</u>	
(hereinafter referred to as Client)	

Changes to Fee Arrangement
Add \$44,000.00 to the total fees provided in the contract.

Changes to Scope / Additional Services
Bolton & Menk, Inc. agrees to complete the topographic survey, final design and construction documents, bidding phase and construction phase services for the Daubendiek Trail Improvements. This work shall be completed following the scope of services provided for in the original Agreement approved on August 27, 2019. The trail improvements for Greenwood, Central Ave and Daubendiek Park shall be bid and constructed as a single construction contract.

**BMI and Client agree to the Terms and Conditions as stated on the original Agreement (first mentioned above) unless otherwise stated above. The below signed represents that he or she has been authorized to order and accept changes to Scope / Additional Services on behalf of the Client.**

Offered by: Bolton & Menk, Inc.

James D. Leiding, Project Manager  
print name/title

\_\_\_\_\_  
signature and date

Ordered and Accepted by:

\_\_\_\_\_  
print name/title

\_\_\_\_\_  
signature and date





PLUMBING      SHEETMETAL      PROCESS PIPING      SERVICE AND MAINTENANCE  
 FIRE SPRINKLERS SYSTEMS      MILLWRIGHT      ELECTRICAL      DATA TECHNOLOGY

DATE:                      October 10, 2019

TO:                         City of Jefferson  
                                Waste Water Treatment Plant  
                                Attn: Danny Moranville  
                                220 N Chestnut St  
                                Jefferson IA 50129

EMAIL:                    wwtp@netins.net

RE:                         New Tube Heaters

Our quote is to supply labor, materials and equipment for the following scope of work.

**Scope:**

- Provide and install two new 150,000btu tube heaters
- Provide and install two new thermostats
- Provide and install new vent piping and gas piping

**Exclusions:**

- Electrical on new heaters.

**Our price for the above scope of work is:**

<b>Material</b>	<b>\$5,298.00</b>
<b>Lift</b>	<b>275.00</b>
<b>Labor</b>	<b>4,949.00</b>
<b>Total</b>	<b>\$10,522.00</b>

“All balances are due in full within thirty (30) days of the invoice date. Past due balances will accrue interest at the rate of 2%. If collection requires litigation, we will be entitled to reimbursement for reasonable attorney fees and court costs incurred.”

This quote is valid for 30 days from date of issue.

Thank you for the opportunity to quote the work.  
 If you have any question, please call.

Respectfully submitted,

\_\_\_\_\_  
 Evan Pugh

Accepted by: \_\_\_\_\_

## RESOLUTION

### Jefferson Matters: Main Street

*Resolution of Support and Commitment for the Main Street Program in Jefferson, Iowa.*

WHEREAS, an Agreement between the Iowa Economic Development Authority, Jefferson Matters: Main Street and the City of Jefferson for the purpose of continuing the Main Street Iowa program in Jefferson and,

WHEREAS, this Agreement is pursuant to contractual agreements between the Main Street America and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of Jefferson, Iowa and,

WHEREAS, the local Board of Directors *for the Main Street Program in Jefferson* is committed to the goal of economic revitalization of the designated Main Street district within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach® as developed by Main Street America and espoused by Main Street Iowa.

NOW THEREFORE BE IT RESOLVED by the local Board of Directors *for the Main Street Program in Jefferson*, Iowa, meeting in regular session on October 16, 2019 that the Board of Directors hereby agrees to support financially and philosophically the work of Jefferson Matters: Main Street.

PASSED, APPROVED, AND ADOPTED THIS 16th day of October, 2019.

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Board President

# **AGENDA**

## ***WATER/SEWER, STREET/SANITATION COMMITTEES TUESDAY, OCTOBER 15, 2019, 12:00 NOON JEFFERSON CITY HALL***

Present: Mike Palmer, Diane Kennedy, Dave Morlan, Danny Moranville, Tom Schilling, Dave Tepples, Nick Sorensen, Dave Sloan, Council Representative, Jim Leiding, Mark Clouse, Pegi Erickson, Post Office and approximately 15 citizens

### **I. SEWER**

#### **A. Request for Sewer Charge Adjustment**

Phyllis Crowder presented a letter to the committee requesting sewer charge adjustment. Her garden hose was left on. Committee recommending to waive sewer charges in the amount of \$234.64.

#### **B. Replacement of wastewater plant heaters.**

Dave needs Council approval using LOST funds.

#### **C. Discussion of NPDES Permit renewal**

Bolton & Menk will do it under the general engineering agreement with the City

#### **D. Discussion of plant facility plan**

Have plan to DNR by June of 2020 proposal of \$48,500.00

#### **E. 2019-2020 wastewater revenue projections**

### **II. WATER**

#### **A. Water usage report**

Tom distributed the report. Tom also asked about Clover Hall and if they should be billed for water.

#### **B. Water Salesman**

In process. Future agenda change rates to allow for credit card fees

- C. Discussion of water line replacement project at Adams and Chestnut

Jim Leiding overviewed project cost of \$247,085, most of repair/replacement would be directional boring.

- D. 2019-2020 water revenue projections

### **III. STREETS**

- A. Driveway curb cut width discussion.

Have staff look at variance and zoning options

- B. Parking on Wilcox Way. About 15 neighbors in attendance. Proposal is to leave mailboxes to south side of street and only allow parking on north side. Have Jim Leiding look at cul-de-sac.

Discussion of placing stop signs at intersection of Wilson St and Monroe St.

No. Mark felt there was merit to Wilson and Monroe but does not justify signs right now.

- C. Greenwood trail update.

In Process

- D. Central Ave trail update.

On north or south? Place on south side for safety at Central and Walnut

- E. Daubendiek Trail replacement

Would be addendum to add to Central Ave and East Entry to existing contract for Central and Greenwood trail contract.

- F. Discussion of Arch Alley and public parking lot project. Jim Leiding will look at it

### **IV. SANITATION/RECYCLE**

- A. Waste collection report

No tonnage available

- B. Discussion to combine garbage routes

Combine Thursday and Wednesday routes, starting the first week of November, about 550 pick-ups. Change ordinance?

C. Recycling report

Meeting Wednesday night. Curbside pick-up to remain in Jefferson, 17 yd for cardboard, Drop boxes move to Perry Street

## 2019 FALL WORKSHOP / JEFFERSON, IOWA

**DATES:** October 22-23, 2019

**LOCATION:** Elks Lodge (both days), 103 West Harrison, Jefferson, IA / Lot parking on West Harrison as well as street parking/ Click [here](#) for map of downtown. Download the Jefferson, IA app today. Available on the Apple App Store and Google Play.

**FOCUS:** How community leaders and members can combat apathy and foster civic pride by addressing both internal issues (board development/planning) and external issues (real estate/placemaking).

**REQUIREMENT:** At least one representative from your Main Street program is required to participate in both full days of training to be considered for National Main Street accreditation. Late arrivals or early departures may affect attendance records. If there is an emergency contact Michael Wagler, 515.745.4632 or Darlene Strachan, 515.829.2436

**COST:** *Workshop* - \$30.00 per local Main Street program (regardless of number attending – includes dine around dollars and catered lunch). Main Street Iowa will invoice programs following the workshop. Do not bring a check. *Tuesday Evening Group Dinner* (optional): \$15.00 per participant. Bring cash or a check (payable to Jefferson Matters: Main Street.

**REGISTRATION:** Click [here](#) to register by **NOON, Wednesday, October 9**. Local programs will be charged for cancellations (after deadline) and no shows. Click [here](#) to see who is registered.

**MONDAY ARRIVALS:** Arriving the day before? Free beverages and snacks, 6-7pm, at The Forge (a Catalytic Award Grantee) 204 East State Street. Tour at 6:30pm. Information about dinner options will be available.

### PRESENTER:



Jeff Siegler has assisted hundreds of communities with their revitalization, economic sustainability, and community development over the course of his career. Utilizing a background in urban planning, downtown district management, revitalization, real estate, economics and organizational development, his diverse background and expertise lends a unique vantage point for addressing community concerns. What Jeff lacks in patience and eloquence, he makes up for in passion and honesty. He believes revitalizing communities is the most important work we can do. Revitalization has the power to transform people's lives by fostering a stronger sense of community. Revitalization enhances quality of life, it provides people with more enriching experiences, and Jeff has dedicated himself to killing apathy- one town at a time.

### LODGING:

**Jefferson Cobblestone Inn** - Rates valid until Sept. 21 / 771 Wild Rose Ln / Jefferson, IA 50129 515.386.3535 / \$99.99 nightly rate plus tax per room (two queen, single king or handicap single king) or \$129.99 nightly rate for extended stay suite (2 available)

**Super 8 Motel** / 207 W Gallup Rd. / 515-386-2464

\$74 nightly rate plus tax (one person) or \$79 nightly rate plus tax (two people) for queen size and/or full-bed

**The Redwood Motel** / 209 E Gallup Rd. / 515-386-3116 / \$47 nightly rate plus tax per room (single king)

**Mason House on Lincoln Highway** / 502 E Lincoln Way / Annette & Nick Foster 515-370-1952

\$84 nightly rate plus tax per room (2 rooms with queen bed/private bath, 1 room with queen & two twin beds with a shared bath. Includes a common room with a kitchenette

**The Gallup House** / 703 S. Chestnut / Contact [Pete Russell](#) directly for reservations or call 515.370.2000

\$100 nightly rate plus tax (3 rooms with own bathrooms on 2<sup>nd</sup> floor – No ADA accessibility)

**The Little Greene House** / 104 W Vest / Contact Dr. Ashley Schwander directly (save Airbnb fee) at 515.370.4831

\$125 nightly rate plus tax / More info and pictures at <http://www.airbnb.com>. as well.

**Little House on Russell** / 202 E. Russell St./ [Nancy & Jim Teusch](#) / 515-370-2465

**AGENDA:**

**TUESDAY, OCTOBER 22, 2019**

- 8:30am Registration, Java & Juice
- 9:15 Welcome
- 9:30 Jeff Siegler-How Pride Shapes Our Communities – Civic pride is critical to fostering healthy communities. Most cities have actively depleted this crucial resource, but we can and must take the necessary steps to create places with immense pride
- 11:45am-1:15pm Dine Around...Time to eat & Shop! Each attendee will receive two \$5 Dine Around Dollars (included) to spend downtown. No change given.
- 1:30 Jeff Siegler-Developing a Board Worthy of Your Work – The health of your community depends on your organization. The stakes are too high for your mission to go unmet. We must take the work of board development far more seriously. Your community depends on it.
- 3:00 Break
- 3:15 Jeff Siegler-Revitalization Starts with Real Estate – A city cannot thrive around blighted and vacant property. The key to community revitalization is activating real estate. Learn strategies to incentivize reinvestment and discourage vacancy.
- 4:45 Next steps
- 5-5:30 Cash bar open at Elks
- 5:30-7:00 Optional Dinner (\$15 per person) Cash or check payable to Jefferson Matters: Main Street. [RVP~1875 & History Boy Theater](#), 115 South Wilson / Food & Beverage Stations (Unlimited)  
Please note special dietary needs on registration.
- 7pm Jefferson Matters: Main Street will let attendees know of establishments open for those who wish to continue to socialize.

**WEDNESDAY, OCTOBER 23, 2019**

- 7:30am Conversation, Java & Juice
- 8am Jefferson a Living Laboratory: Partnerships, Alleys & Rooftop Art, Volunteerism, Communication, Total Building Rehabs and More!
- 9:30am Break
- 10:00am Walking Tour
- 12noon State Updates and Catered Lunch
- 1:15pm Adjourn-Final shopping and safe travels home