

AGENDA

COUNCIL MEETING

Tuesday, January 28, 2020

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. 1/14/20 regular Council meeting minutes.
- B. Fareway Stores, Inc., #888, Class E liquor license

IV. NEW BUSINESS:

- A. Public hearing on detailed plans and specifications, form of contract, and estimate of cost for the 100 East State Street Roof Structure and Roof Installation Project.
- B. Consider resolution approving detailed plans and specifications, form of contract, and estimate of cost for the 100 East State Street Roof Structure and Roof Installation Project, and setting date for receiving bids.
- C. Consider approval of a 28E agreement for Dispatch Services with Greene County.
- D. Consider resolution leasing property at 200 E. State St. to Heartland Bank.
- E. Consider approval of Engineering proposal and scope of service for the survey, design, bidding and construction Airport Runway 14/32 Extension
- F. Consider approval of professional services agreement with Bolton and Menk for phase I of elevator replacement project.
- G. Set Public Hearing for adoption of 2020-2021 budget.
- H. Set public hearing on Proposed Property Tax Levy for FY 20-21 Budget.
- I. Set date for budget workshop.
- J. Mayor appointments, with Council approval.
- K. Council appointments.

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 1/28/20

NEW BUSINESS

- A. **Public hearing on detailed plans and specifications, form of contract, and estimate of cost for the 100 East State Street Roof Structure and Roof Installation Project.**
- B. **Consider resolution approving detailed plans and specifications, form of contract, and estimate of cost for the 100 East State Street Roof Structure and Roof Installation Project, and setting date for receiving bids.**
- C. **Consider resolution leasing property at 200 E. State St. to Heartland Bank.** Attached is the proposed lease agreement. The costs of the tenant finish is being added to the monthly lease. Those final numbers are still being determined so a final amount for the lease will be available at the Council meeting.
- D. **Consider approval of a 28E agreement for Dispatch Services with Greene County.** Attached is an updated agreement for dispatch services. Last year the Council approved an agreement for \$25,000 for services . The agreement provided that the amount could be changed. The new agreement provides for an annual increase of 10,000 per year for three years with a 2% increase per year after year 3.
- E. **Consider approval of Engineering proposal and scope of service for the survey, design, bidding and construction Airport Runway 14/32 Extension.** The Airport Runway extension, this is part of the FAA grant that was received and is 100% paid by the FAA. Attached are the fees.
- F. **Consider approval of professional services agreement with Bolton and Menk for Phase I of elevator replacement project.** Bolton Menk was asked to review a proposal to replace the elevator at City Hall. The review yielded several items that needs additional items that would increase the cost well beyond the initial estimate. Bolton and Menk is proposing to provide civil engineering services to evaluate the improvements and modernization needed for the elevator. Committee members requested the agreement be placed on the agenda. Agreement attached.
- G. **Set Public Hearing for adoption of 2020-2021 budget.** The date would be March 10, 2020.
- H. **Set public hearing on Proposed Property Tax Levy for FY 20-21 Budget.** The date would be March 10, 2020.
- I. **Set date for budget workshop.** The proposed date is for the workshop is Tuesday February 11, 2020 as part of the regular Council agenda.
- J. **Mayor appointments, with Council approval.** Attached are the appointments
- K. **Council appointments. Attached are the appointments.** Several of the Boards have been inactive for quite some time and would need to be filled with members.

COUNCIL MEETING

January 14, 2020

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich

ABSENT: None

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Sloan, second by Wetrich, the Council approved the following consent agenda December 10, 2019 Council Minutes, Casey's General Store #1617, Class E Liquor License, Dollar General Store #8463, Class C Beer Permit, approval of Hotel/Motel grant for \$900.00 Jefferson, IA app subscription and Payment of monthly bills from City funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich

NAY: None

On motion by Wetrich, second by Jackson, the Council approved the following Mayor/Council appointments:

Wage & Benefit – Ahrenholtz
Rec – Jackson, Wetrich
Airport – Wetrich
Fire Dept. – Gordon
Public Works – Ahrenholtz, Sloan
Housing – Ahrenholtz, Jackson
GCDC – Ahrenholtz
Finance – Ahrenholtz
Wage & Benefit – Ahrenholtz, Gordon
Golf Course – Gordon, Wetrich
Recycling – Wetrich
Library – Jackson
Cemetery – Jackson
Hotel/Motel – Gordon
Hwy #30 Coalition – Sloan, Teeple
Animal Shelter – Sloan
Police Department – Gordon
Jefferson Matters Main Street – Sloan
Grow Greene County – Jackson
Animals – Jackson, Sloan
Mayor Pro-tem – Ahrenholtz

AYE: Wetrich, Jackson, Sloan, Ahrenholtz

NAY: None

RESOLUTION NO. 1-20

On motion by Ahrenholtz, second by Jackson, the Council approved Resolution No. 1-20, a resolution setting date for public hearing on Detailed Plans and Specifications, Form of Contract, and Estimate of Cost for the 100 East State Street Roof Structure and Roof Installation Project. A public hearing date has been set for January 28, 2020 at 5:30p.m.

AYE: Sloan, Ahrenholtz, Jackson, Wetrich

NAY: None

On motion by Ahrenholtz, second by Sloan, the Council approved replacement of media in two filters at the water plant not to exceed \$75,000.00 without notification.

AYE: Jackson, Sloan, Wetrich, Ahrenholtz
NAY: None

Police Chief Mark Clouse gave a quarterly update on the police department.

Discussion was held with Jefferson citizens regarding Council appointment or special election for vacant Council seat.

On motion by Sloan, second by Jackson, the Council approved to call a Special Election for March 3, 2020 with poll hours from 7a.m. to 8p.m. Nomination papers are due at the Greene County Auditor’s office by February 7, 2020 5p.m.

AYE: Wetrich, Ahrenholtz, Jackson, Sloan
NAY: None

The following bills were approved by payment from the City funds:

A-1 SERVICE CENTER	PD VEH MAINT	82.90
A1 AUTOMOTIVE	PD TOW;VEH MAINT	508.69
ABC PEST CONTROL	PEST CONTROL	325.00
ACCESS SYSTEMS INC	RN CPIER LSE	579.43
ACCESS SYSTEMS LEASING	PA CPIER LSE	552.39
ACCO UNLIMITED CORP	WA CHEM	2,142.00
AFLAC	AFLAC INS W/H	72.47
AFSCME/IOWA COUNCIL 61	UNION DUES	220.90
AG SOURCE LAB	WA TSTG	95.50
AHEAD LLC	GCRSE MERCH	272.71
ALEX AIR APPARATUS INC	JFD EQUIP	2,715.26
ALLIANT ENERGY	UTILITIES	34,510.47
AMERICAN CEMETERY SUPPLIES	CEM DURADECK1	2,463.59
ASCAP	HOT/MOT MUSIC FEE	363.00
BAKER & TAYLOR INC.	LB MOVIES	3,333.98
BARCO MUNICIPAL PRODUCTS	RUT TAPE	103.40
BELL TOWER COMM FOUNDAT	BELL TOWER FUND	5,000.00
BOLTON & MENK INC	SW ENG	67,940.50
BOMGAARS	SUPP	1,402.28
BOOK LOOK	LB BOOKS	338.72
CARROLL COUNTY SOLID WASTE	RC MRKTG FEES	3,248.10
CENTRAL IOWA DISTRIBUTING	SN CLEANER	147.25
CENTRAL IOWA SYSTEMS	PL MONTITOR SERV	270.16
CINTAS CORPORATION	FIRST AID	242.53
CLEANING SOLUTIONS INC.	RN CLEAN	2,268.00
COBRAHELP	PA FEE	18.00
COMPASS MINERALS AMERICA	WA SALT	10,513.70
COMPUTER CONCEPTS	WA COMPUTER	1,241.20
CONROY WELDING & MACHINE	RC PARTS	60.00
CORE & MAIN	WA METER	1,951.24
CROWD CONTROL WAREHOUSE	HOT/MOT BARRICADES	123.75
COLUMBIAN WATER CONDITIONING	WA TANK RENTAL	50.00

OFFICE SPACE LEASE

This office space lease is dated _____, and is between the CITY OF JEFFERSON, of 220 N. Chestnut St., Jefferson, Iowa 50129 (the "**Landlord**"), and HEARTLAND BANK, an Iowa banking corporation, of 615 6th Ave., Somers, Iowa 50586 (the "**Tenant**").

The parties agree as follows:

1. **The Premises.** Landlord, in consideration of the rents, agreements and conditions herein contained, leases to Tenant and Tenant leases from Landlord, according to the terms of this lease, the following described premises:

The first floor of the west half of the building located on the following described real estate:

The West 2/3 of Lot 97, in Block 11, in the Original Town (now City) of Jefferson, Greene County, Iowa, except the North 64 feet 2 inches thereof (the "**Real Estate**");

having a local street address of 200 East State Street, Jefferson, Iowa, and all rights, easements and appurtenances thereto (the "**Premises**").

2. **Term.** The term of this lease shall commence on the date of this lease and continue until December 31, 2021.

3. **Rent.** Tenant agrees to pay monthly rent in the amount of \$_____, beginning on February 1, 2020, which monthly payments shall be paid in advance on the first day of each month to Landlord at its address shown above or such other place as Landlord may designate. If any payment is not made when due, interest shall accrue thereon at the rate of 10% per annum from and after the due date of such payment until paid.

4. **Possession.** Tenant shall be entitled to possession of the Premises on February 1, 2020.

5. **Use of Premises.** Tenant agrees to use and occupy the Premises only for the purpose of conducting the business of retail banking.

6. **Quiet Enjoyment.** Landlord covenants that Tenant shall and may peaceably and quietly have, hold and enjoy the Premises, and all parts thereof, for the term hereby granted, subject to the terms and provisions hereof.

7. **Condition of Premises.** Tenant acknowledges that it has inspected the Premises and is satisfied with their condition and is relying solely on its own inspection and investigation and not on any statement or representation made by Landlord, or its agents, it being understood the Premises are being leased "as is."

8. **Repair and Maintenance, Alterations.** (a) Landlord. Landlord shall replace and repair the structural parts of the building, which shall include the foundation, exterior walls, load bearing components of interior floors and walls, the roof, and all sewers, pipes, wiring and electrical fixtures.

Landlord shall also be responsible for any required major repairs and/or replacement of the heating and air conditioning equipment.

(b) Tenant. Tenant shall be responsible for all other maintenance and repairs required in and about the Premises, including, without limitation, interior walls, floors and ceilings, sewer, plumbing fixtures, pipes, wiring, and electrical fixtures within the structure that are not the responsibility of Landlord, heating and air conditioning equipment (other than for major repairs or replacement required to be done by Landlord), plate glass, carpeting and floor covering. Tenant shall also be responsible for snow removal from sidewalks adjoining the Premises.

(c) Each party shall perform its responsibilities of repair and maintenance so that the Premises will be kept in a safe and serviceable condition. Neither party will permit or allow the Premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

(d) Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, vaults, safes, computers, desks, chairs, shelving and similar items. Tenant shall be responsible for all interior decorating.

(e) Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

9. **Utilities and Services.** Tenant shall arrange for and pay for all utilities and services required or desired for the operation of the Premises, including without limitation electricity, gas, water, sewer, and garbage collection.

10. **Compliance with Laws.** Tenant shall comply with all laws, ordinances, orders, rules and requirements of all federal, state and municipal authorities (including without limitation local zoning ordinances and building codes) and of any and all of their departments and bureaus, and of the local Board of Fire Underwriters or any other body exercising similar functions, which may be applicable to the Premises.

11. **Taxes.** (a) Personal Property. Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its products or other personal property on the Premises during the term of this lease.

(b) Real Estate. Landlord will be responsible for the payment of all regular real estate taxes and special assessments levied or assessed against the Real Estate.

12. **Termination; Surrender; Removal of Fixtures.** (a) Termination. This lease shall terminate upon expiration of its term.

(b) Surrender. Tenant agrees that upon termination of this lease it will surrender and deliver the Premises to Landlord in good and clean condition, normal wear and tear and damage by casualty or act of God excepted.

(c) Holding Over. Continued possession by Tenant beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written

agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of the lease.

(d) **Removal of Fixtures.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the Premises, providing Tenant repairs any and all damages caused by removal.

13. **Assignment and Subletting.** Tenant shall not assign this lease or sublet the Premises or any part thereof without the prior written consent of Landlord.

14. **Insurance.** (a) Tenant, during the term of this lease, shall keep its personal property and trade fixtures located in or on the Premises insured for at least the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft damage, vehicular damage, riot, civil commotion and vandalism and other perils of loss as typically included in the special form causes of loss (previously "all-risk") form of property insurance policy.

(b) Tenant shall obtain and maintain in force policies of insurance covering the Premises and Tenant's activities on the Premises at all times during the term of this lease, including without limitation commercial general liability insurance (which includes, but is not limited to, contractual liability coverage) covering claims for bodily injury and property damage occurring on, in or about the Premises, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such policies shall name Landlord as an additional insured on a primary and non-contributory basis.

(c) Additionally, Tenant shall procure and maintain in force statutory workers' compensation coverage (including occupational disease coverage) in accordance with the laws of the State of Iowa. Such coverage shall include a waiver of subrogation in favor of Landlord.

(d) Landlord shall maintain commercial general liability insurance covering claims for injury to or death of persons and loss of or damage to property arising out of any act or omission of Landlord, its agents, contractors or employees with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Landlord shall also insure the building and other improvements to the Premises.

(e) All insurance provided for in this section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Iowa and rated by Best's Insurance Guide as possessing a minimum policyholder's rating of "A" and a financial category no lower than "VIII". Each policy of insurance shall have attached thereto an endorsement that such policy shall not be canceled or materially changed without at least thirty (30) days' prior written notice to Landlord and Tenant, and that no act or thing done by Tenant or Landlord shall invalidate the policy as against the other. The party obtaining such insurance shall deliver certificates thereof to the other party, and thereafter, not less than thirty (30) days prior to the expiration of each insurance policy required to be furnished pursuant hereto, the party obtaining the same shall deliver to the other party a renewal certificate thereof. Tenant and Landlord shall cooperate with each other in expediting the obtaining of insurance recoveries.

(f) **Waiver of Recovery.** Landlord and Tenant each hereby waive any and all rights of recovery against the other, its officers, partners, members, managers, agents and employees, occurring on or arising out of the use and occupation of the Premises to the extent such loss or damage is covered by proceeds received from insurance required under this lease to be carried by the other

party. This waiver of subrogation provision shall be limited to (i) loss or damage to the property of Landlord and Tenant, and (ii) the officers, partners, members, managers, agents and employees of Landlord and Tenant. Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation to an insurance company, Landlord and Tenant agree immediately to give to each insurance company providing a policy required under this Article, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

15. **Indemnity.** Except for the misconduct or negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

16. **Fire and Casualty.** (a) **Partial Destruction of Premises.** In the event of a partial destruction or damage to the Premises that is not caused by the actions or negligence of Landlord, Landlord will have no obligation to restore or repair the Building or to apply any insurance proceeds to which it may be entitled to its repair or restoration. In such event Tenant may in its sole discretion repair part or all of such damage. If Tenant elects not to repair or restore the Building in such event, then Tenant may terminate this lease by giving written notice of such election to Landlord.

(b) **Total Destruction of Premises.** In the event of a total destruction or damage to the Premises, then this lease may be terminated at the option of either the Landlord or Tenant by giving written notice of such election to the other party within thirty days after such destruction.

17. **Events of Default, Notice of Default and Remedies.** (a) **Events of Default.** Each of the following shall constitute an event of default by Tenant:

- (i) Failure to pay rent when due.
- (ii) Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to the terms of the lease.
- (iii) Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten days after the appointment of the receiver.

(b) **Notice of Default.** Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall

not be required to give Tenant any more than two notices for the same default within any 365 day period.

(c) Remedies. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

(i) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the Premises and the re-letting thereof, including attorneys' fees and court costs, crediting against such claim, however, any amount obtained by reason of such re-letting.

(ii) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at that time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

(d) All costs incurred by either party in connection with any amounts and damages owing by the other party pursuant to the provisions of this lease or in connection with any effort to enforce any provision of this lease, including reasonable attorneys' fees and court costs from the date any such matter is turned over to an attorney (including on appeal), whether or not one or more actions are commenced, shall be recoverable by the prevailing party.

18. **Right of Either Party to Make Good Any Default of the Other.** If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for 30 days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 10.0% per annum, from date of advance.

19. **Mechanic's Liens.** Neither the Tenant nor anyone claiming by, through, or under the Tenant shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever upon the Premises or the Real Estate, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the Premises or the Real Estate.

20. **Environmental.** Tenant represents and agrees:

(a) During the term of this lease, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the Premises by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

(b) Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the Premises any contamination of the Premises caused by any hazardous substances which have

been used or permitted by Tenant on the Premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

(c) Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

21. **Rights Cumulative.** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

22. **Notices and Demands.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, any notice required or permitted to be given under this lease shall be considered given if made by personal delivery or sent by U.S. Mail, registered or certified, Express Mail, or by overnight courier service.

23. **Landlord Right of Access and Inspection.** Landlord, and Landlord's authorized agents and employees, may from time to time, during normal business hours and upon reasonable advance notice to Tenant, enter the Premises and inspect the same or exhibit the same to prospective purchasers, tenants or mortgagees, provided that no such entry or inspection shall interfere with the conduct of Tenant's activities in the Premises. In case of emergency, Landlord and Landlord's authorized agents and employees may enter the Premises and inspect the same at any time without notice.

24. **Provisions to Bind and Benefit Successors, Assigns, Etc.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties.

25. **Changes to Be in Writing.** None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

26. **Construction and Counterparts.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. This lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same lease. Delivery of an executed counterpart of a signature page to this lease by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this lease.

The parties are signing this lease as of the date stated in the introductory clause.

CITY OF JEFFERSON, Landlord

By: _____
Matt Gordon, Mayor

Attest: _____
Diane M. Kennedy, City Clerk

HEARTLAND BANK, Tenant

By: _____

Name: _____

Title: _____

28E AGREEMENT
FOR THE PROVISION
OF DISPATCHING SERVICES

This Agreement for the Provision of Dispatching Services (the "Agreement") is between Greene County, Iowa, and the City of Jefferson, Iowa, sometimes referred to individually as a "Party" and collectively as "the Parties," and is entered into pursuant to Chapter 28E of the Code of Iowa.

ARTICLE I. IDENTITY OF THE PARTIES

Greene County and the City of Jefferson are both political subdivisions of the State of Iowa and constitute "public agencies" authorized under Iowa Code Sections 28E.2(2) and 28E.4 to enter into an agreement for joint or cooperative action.

ARTICLE II. PURPOSE

The purpose of this agreement is to provide public safety dispatch and communication services for the City of Jefferson and to ensure that Greene County is adequately reimbursed for the costs incurred in the provision of such services.

ARTICLE III. NO NEW ENTITY

This Agreement does not create a separate legal or administrative entity to conduct the cooperative undertaking described in this Agreement.

ARTICLE IV. DURATION

The term of this Agreement shall begin on July 1, 2020, and shall expire on June 30, 2021, and shall automatically renew from year to year thereafter, subject to the right of either party to give notice of termination as provided in this Agreement.

ARTICLE V. DUTIES OF GREENE COUNTY AND THE GREENE COUNTY SHERIFF

Section 1. The Sheriff of Greene County and his deputies or duly designated representatives shall receive in the Sheriff's Office such telephone, written, and radio messages as are directed to the Jefferson Police Department or the Jefferson Fire Department and shall transmit the same to the appropriate officers of the respective departments.

Section 2. The Sheriff of Greene County or his designee shall provide the Jefferson Police Department with copies of written messages of general or specific interest to all law enforcement officers and agencies in Greene County.

Section 3. The Sheriff of Greene County shall provide the Jefferson Police Department computer terminal access to the records contained in the computer dispatch system that pertain to the activities of the Jefferson Police Department and its officers.

Section 4. The Sheriff of Greene County and his deputies or designated representatives shall start all criminal reports for the Jefferson Police Department in accordance with Jefferson Police Department policy.

Section 5. The Greene County Sheriff or his designee shall run all driver's license, license plate, criminal history, employment background, and warrant checks requested by the Jefferson Police Department.

Section 6. Greene County shall furnish and maintain the necessary radio and computer equipment to provide the City of Jefferson with the services described in this Article.

Section 7. The Greene County Sheriff shall have sole control over the purchase, maintenance, placement, or replacement of all communication equipment within the budget set by the Greene County Board of Supervisors.

Section 8. The Greene County Sheriff shall have sole authority over the training, compensation, discipline, termination, and supervision of all communications personnel within the budget as set by the Greene County Board of Supervisors.

ARTICLE VI. DUTIES OF THE CITY OF JEFFERSON

Section 1. The City of Jefferson shall pay Greene County an annual fee (the "fee") for the dispatching services described in Article V.

Section 2. The fee shall be paid in four equal quarterly installments on July 1, October 1, January 1, and April 1 of each fiscal year.

Section 3. For Fiscal Year 2021, beginning July 1, 2020, the fee shall be \$35,000.

Section 4. For Fiscal Year 2022, beginning July 1, 2021, the fee shall be \$45,000.

Section 5. For Fiscal Year 2023, beginning July 1, 2022, the fee shall be \$55,000.

Section 6. For each fiscal year following Fiscal Year 2023, the fee shall be 102% of the fee for the immediately preceding fiscal year; thus, for Fiscal Year 2024, beginning July 1, 2023, the fee shall be \$56,100 (102% of \$55,000), and for Fiscal Year 2025, beginning July 1, 2024, the fee shall be \$57,222 (102% of \$56,100).

ARTICLE VII. NO JOINT PROPERTY

All real and personal property acquired by either of the Parties which may be used in connection with the cooperative undertaking described in this Agreement shall be the separate property of the Party acquiring such property and shall remain so upon the expiration or termination of this Agreement.

ARTICLE VIII. FINANCING AND BUDGET

Section 1. Greene County and the City of Jefferson will each entirely finance its own obligations undertaken herein.

Section 2. No separate budget will be established for the cooperative undertaking described in this Agreement.

ARTICLE IX. ADMINISTRATOR

The Sheriff of Greene County shall be the sole administrator of this Agreement.

ARTICLE X. TERMINATION

Section 1. Either Party may terminate this Agreement as of the end of the then current term by giving written notice of termination to the other Party by the January 1 that immediately precedes the end of the then current term.

Section 2. Written notice of a Party’s intent to terminate this Agreement shall be accomplished by certified mail or personal delivery.

ARTICLE XI. AMENDMENT

This Agreement may be amended only by a written agreement signed by both Parties.

ARTICLE XII. ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between the Parties relating to the subject matter covered by this Agreement.

ARTICLE XIII. SEVERABILITY

If any clause or provision contained herein would invalidate this Agreement in whole or in part, such clause or provision only shall be invalid, and the remainder of the Agreement shall remain in full force and effect.

Dated this _____ day of _____, 2020 at Jefferson, Iowa.

GREENE COUNTY BOARD OF SUPERVISORS

CITY OF JEFFERSON, IOWA

BY _____
JOHN MUIR, CHAIRMAN

BY _____
MATT GORDON, MAYOR

ATTEST:

ATTEST:

JANE HEUN, COUNTY AUDITOR

DIANE KENNEDY, CITY CLERK

I.C. CONSIDERATION

The services described above in Section I.A. BASIC SERVICES shall be provided as follows:

TASK 1 – DESIGN SERVICES	\$160,000.00 (lump sum)
TASK 2 – CONSTRUCTION ENGINEERING	\$172,700.00 (hourly not to exceed)
TASK 3 – AERONAUTICAL SURVEY (AGIS)	\$ 91,800.00 (LUMP SUM)
TOTAL AUTHORIZED FEE	\$424,500.00

Funding Layout:

Estimated Federal Share (100%)	\$424,500.00
Estimated Local Share (0%)	\$ 0.00

Progress payments shall be made in accordance with the fee schedule attached and Section III of the Master Agreement.

I.D. SCHEDULE

The consulting services authorized under Section I.A. will be performed under the following schedule or as authorized by the CLIENT as the BASIC SERVICES proceed.

TASK	SERVICE DESCRIPTION	DATE
1	DESIGN AND BIDDING	August 2019 – April 2020
2	CONSTRUCTION	April -December 2020
3	AGIS AERONAUTICAL SURVEY	August 2019 – December 2020

I.E. AUTHORIZATION

City of Jefferson

Bolton & Menk, Inc.

By: _____
Date

By:  1/20/2020
Ronald A. Roetzel, P.E. Date
Aviation Services Manager

Attest: _____

Attachments:
Exhibit I – Project Fee Breakdown
Exhibit II – Bolton & Menk 2019 Fee Schedule

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: January 28, 2020
Agreement Number: (BMI Project Number)
Project Location: City of Jefferson

Client	
Name: <u>City of Jefferson</u>	Phone No.: 515-386-3111
Address: <u>220 N. Chestnut St.</u>	
Address: _____	Fax No.: 5153864671
City: <u>Jefferson</u> State <u>IA</u> Zip <u>50129</u>	
(hereinafter referred to as Client)	

<input checked="" 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>	Phone No.:
Address: _____	
City: _____ State _____ Zip _____	Fax No.:

Fee Arrangement
Lump Sum Fee, \$10,350 for Phase 1 Services

Scope/Intent and Extent of Services
See attached scope of services, Exhibit I for the City Hall Elevator Improvements – Phase 1

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 that day, 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, P.E., Project Manager
print name/title

Matthew Gordon, Mayor
print name/title

signature and date

signature and date

EXHIBIT I
CONSULTANT'S SERVICES
2020 CITY HALL ELEVATOR IMPROVEMENTS
JEFFERSON, IOWA

January 2020

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide civil engineering services required for the improvements and modernization of the City Hall elevator in two phases:

- Phase 1 - Preliminary System and Site Review and Report for the existing elevator.
- Phase 2 – Design, Construction Documents, Bidding and Construction Administration for the proposed improvements.

The basic improvements anticipated as part of this Agreement include Phase 1 - initial site survey and review of all components related to the elevator system and preparation of report detailing findings and recommendations. When project progresses to Phase 2, an amendment to this agreement will be completed.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the Bolton & Menk are as follows:

TASK 1: INITIAL SURVEY

Description: Bolton & Menk will facilitate a site review with our subconsultants and the City of Jefferson Staff to accomplish the following:

- Introduce CONSULTANT, SUBCONSULTANTS and CLIENT representatives and establish communication protocols
- Review and confirm the scope and nature of the proposed project
- Conduct a detailed survey of all the existing accessible elevator equipment to determine condition, remaining service life and potential for reuse. Survey to include, but not limited to:
 - Machine Room: Hoist machine, controller, power conversion unit, governor
 - Hoistway: Guide rails/brackets, car sling and platform, counterweight, guide shoes, safety, buffers, car door operating equipment, sheaves, hoistway door operating equipment, cables, wiring, switches, sills and supports
 - Corridor: Pushbuttons, signal fixtures, hoistway entrances
 - Car Enclosure: Pushbuttons, signal fixtures, emergency lighting, ventilation, normal lighting, car door protection, interior finishes
 - Other: Fire/life safety provisions, architectural finishes, security features, monitoring panels
- Review of related Mechanical, Electrical, Plumbing and Technology provisions
 - Fire protection/fire alarm
 - Machine room heating, ventilation and air conditioning
 - Electrical power and lighting
 - Sump pit requirements
 - Telecommunications

TASK 2: PRELIMINARY REPORT

Description: Prepare and provide Client with written report documenting the survey results and recommendations for improvements. Report will include

- Existing equipment disposition
 - Recommendations on the type of equipment needed for modernization
 - Summary of the present equipment which has potential for reuse
- Options for modernization
- Current prevailing elevator code requirements, non-complying building conditions, and handicapped accessibility requirement relative to the equipment surveyed
- Related work required by other trades, MEPT
- Opinion of probable equipment and construction for the modernization recommended
- Schedule of modernization activities.
- Meet with client to review report and discuss recommendations

Deliverables:

- Notes from initial survey
- Report
- Opinion of Probable Cost

ADDITIONAL SERVICES

BASIS OF FEE ASSUMPTIONS

For this proposal assumptions were made as to the nature of how or why certain situations will be handled. These assumptions are as follows:

- Initial survey shall be conducted in a single travel event
- Any changes to the scope of work that are not specifically included in this proposal will be considered additional work and a negotiated amendment to the agreement will be completed
- Phase 1 report is intended to provide Client with information necessary to make decision on modernization of elevator and future design, bidding and construction phases of work would be a continuation of this project and performed under an amendment to this Agreement.

ITEMS PROVIDED BY CLIENT

The following items are to be provided by CLIENT:

- Existing plans, reports, and other pertinent information
- Access to as much as the elevator system as possible
- Meeting location

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section 1.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: All other services not specifically identified in the Proposal or Sections I.A or I.B of this Exhibit.

Monday, January 20, 2019
5:30PM Greene County Community Center

I. Call to Order

II. Roll Call-

___ Tracy Deal ___ Darren Jackson ___ Steve Hauptert ___ Lee Horbach ___ Doug Meinecke

___ Mary Pedersen ___ Keith Van Beek ___ Matt Wetrich ___ Catherine Wilson

III. Additions or amendments to the agenda:

IV. Open Forum: This is a time for any concerned citizen to speak to the Board on an item that is not on the agenda. (Limit 3-5 minutes)

V. Approval of minutes for December

VI. Approval of bills for December 15- January 15

VII. Old Business

- a. Upgrading Computer System
- b. Shower Replacement at the pool
- c. Replace water fountain, flooring

VIII. New Business

- a. Review individual expulsion from Community Center
- b. Relay for Life Request

XI. Reports

- a. Wellness Report
- b. Asst. Director's Report
- c. Director's Report
- d. Parks Report

Adjournment- Next meeting is Monday, February 17, 2020, 5:30PM at the
GCCC

AGENDA

WATER/SEWER, STREET/SANITATION COMMITTEES TUESDAY, JANUARY 21, 2020, 12:00 NOON JEFFERSON CITY HALL

I. SEWER

A. Review of bills for sewer repair at 503 E. Vest Street.

II. WATER

A. Monthly usage report

III. STREETS

A. Driveway curb cut width discussion.

IV. SANITATION/RECYCLE

A. Waste collection report.

B. Recycling report.

C. Review of fees for cardboard collection