

# AGENDA

**COUNCIL MEETING**  
**Tuesday, August 25, 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. 8/11/20 regular Council meeting minutes.
- B. Appoint Cindi Daubendiek to planning commission
- C. Hire Jeremy Cartwright at \$7.75 per hour as part-time help at the golf course.
- D. Fireworks permit for Wild Rose Casino and Resort 9/11/20 to 9/12/20, rain date 9/12/20 to 9/13/20
- E. Casa De Oro, Class C Liquor License

### **IV. NEW BUSINESS:**

- A. Consider approval of \$6,000 of additional professional services to Bolton and Menk for extra observation services of the Chestnut & Adams Street Watermain Improvements project.
- B. Consideration of approval of \$13,700 to Atura Architecture proposal to include engineering costs for Animal Shelter construction.
- C. Consider Resolution requesting reimbursement from the Iowa Covid-19 Government Relief Fund.
- D. Consider first reading of an ordinance increasing water rates by 3%.
- E. Consider first reading of an ordinance increasing wastewater rates by 3%.
- F. Consider first reading of ordinance increasing residential and commercial solid waste collection rates and providing for commercial recycling fee.
- G. Consider approval of reimbursable agreement of \$37,471.39 with FAA for the decommissioning and removal of Runway End Identifier Lights (REIL's) on runway 32 at Jefferson Municipal Airport.
- H. Consider resolution approving settlement and payment of claim by City insurance company.
- I. PAWS funding request.
- J. Main Street-Chamber Quarterly report

### **V. REPORTS:**

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

### **VI. ADJOURN.**

## AGENDA SUMMARY

DATE 8/25/20

### NEW BUSINESS

- A. **Consider approval of \$6,000 of additional professional services to Bolton and Menk for extra observation services of the Chestnut & Adams Street Watermain Improvements project.** Attached is the description of the additional work.
- B. **Consideration of approval of \$13,700 to Atura Architecture proposal to include engineering costs for Animal Shelter construction.** At the 8/11/20 Council meeting, the Council approved \$39,000 for Architectural services for the new animal shelter. Services for the engineering services were not included in the proposal. The new agreement with Atura will be for \$52,700.
- C. **Consider Resolution requesting reimbursement from the Iowa Covid-19 Government Relief Fund.** Resolution attached.
- D. **Consider first reading of an ordinance increasing 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 2020-2021 budget. The rate would increase the base amount for water service by 34 cents per month from \$11.17 to \$11.51
- E. **Consider first reading of an ordinance increasing wastewater 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 2020-2021 budget. The rate would increase the base amount for sewer service by 55 cents per month from \$18.48 to \$19.03
- F. **Consider first reading of ordinance increasing residential and commercial solid waste collection rates and providing for commercial recycling fee.** The Sanitation and Recycling committee reviewed costs for the residential waste collection and is recommending a \$1.00 per month increase for residential collection from \$10.45 to \$11.45 per month along with increases in commercial collection rates. The previous adjustment to rates was in 2016. Residential recycling would increase by \$1.00 per month from \$3.70 to \$4.70 per month. Recycling rates were \$3.50 in 2008 and \$3.70 in 2016. Commercial businesses will also be required to pay a basic recycling fee of \$4.70 per month. Attached are the proposed changes.
- G. **Consider approval of reimbursable agreement of \$37,471.39 with FAA for the decommissioning and removal of Runway End Identifier Lights (REIL's) on runway 32 at Jefferson Municipal Airport.** Agreement attached.
- H. **Consider resolution approving settlement and payment of claim by City insurance company.** In early November 2019 Jodi and John Defenbaugh, as conservators for their daughter, Brittany Defenbaugh, a Genesis client, submitted a letter claim against the City for damages resulting from an incident that occurred at a Genesis group activity at the Community Center. The City referred the matter to EMC, its liability carrier, which retained the Nyemaster Law Firm of Des Moines to defend the claim against the City. That firm negotiated and is now recommending that the claim against the City be settled for the payment of \$6,000 by the insurance company in exchange for a full release. No amount is to be paid by the City. A claim was also submitted against Genesis and we are informed that pursuant to a confidential settlement agreement an undisclosed amount is being paid to settle that claim.
- I. **PAWS funding request.** Attached is the current agreement with PAWS. The current amount is for \$6,000
- J. **Main Street-Chamber Quarterly report.** Report attached

**CITY OF JEFFERSON  
APPLICATION FOR  
FIREWORKS PERMIT**

The undersigned,

Name: Wild Rose Casino & Resort Jefferson and the City of Jefferson

Address: 777 Wild Rose Drive  
Jefferson, IA 50129

Telephone: Aaron 515-564-7606 or 515-830-9348

hereby applies pursuant to the provisions of the Iowa Code for a permit to display fireworks at Wild Rose Casino & Resort Jefferson, 777 Wild Rose Dr.,

such permit to be effective from 09/11/2020 to 09/12/2020, rain date 09/12/2020 to 09/13/2020. If this application is approved the undersigned agrees to faithfully observe all applicable laws governing the use of fireworks.

Date: 08/12/2020

Aaron Harn 08/12/2020

Aaron Harn 8/12/2020

COUNCIL MEETING

August 11, 2020

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Ahrenholtz, second by Sloan, the Council approved the following consent agenda: July 28, 2020 Council Minutes, approval to pay estimate #3 to Westbrooke Construction Company for 100 E. State Street and Payment of monthly bills from City funds.

AYE: Ahrenholtz, Sloan, Jackson, Wetrich, Zmolek

NAY: None

On motion by Wetrich, second by Sloan, the Council approved hiring Joyce Richardson for Utility Billing Clerk at the rate of \$13.92 per hour effective August 12, 2020.

AYE: Zmolek, Wetrich, Sloan, Ahrenholtz, Jackson

NAY: None

**RESOLUTION NO. 44-20**

On motion by Ahrenholtz, second by Wetrich, the Council approved Resolution No. 44-20, a resolution approving FAA Grant Agreement for Runway Extension Project AIP Grant Agreement No. 3-19-0049-014-2020 dated July 24, 2020 providing for 100% of the Project up to a maximum obligation of \$298,042.00.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

**RESOLUTION NO. 45-20**

On motion by Sloan, second by Zmolek, the Council approved Resolution No. 45-20, a resolution approving Contract and Performance and Payment Bonds for the Jefferson Municipal Airport Runway 14/32 Extension Project.

AYE: Jackson, Sloan, Zmolek, Wetrich, Ahrenholtz

NAY: None

On motion by Jackson, second by Zmolek, the Council approved pay estimate #1 to Keller Excavating, Inc. of \$119,484.48 for Chestnut & Adams Street Watermain Improvements.

AYE: Sloan, Ahrenholtz, Wetrich, Jackson, Zmolek

NAY: None

On motion by Zmolek, second by Wetrich, the Council approved pay estimate #1 to Caliber Construction LLC of \$135,226.92 for Jefferson Shared Use Path Improvements.

AYE: Jackson, Wetrich, Sloan, Ahrenholtz, Zmolek

NAY: None

Item F was removed from agenda.

On motion by Wetrich, second by Jackson, the Council approved a Construction Change Directive for 100 E. State Street Project.

AYE: Zmolek, Jackson, Ahrenholtz, Sloan, Wetrich

NAY: None



**RESOLUTION NO. 46-20**

On motion by Ahrenholtz, second by Sloan, the Council approved Resolution No. 46-20, a resolution accepting Completed Construction and Approving Final Payment for Relocate Greene County Road, 243<sup>rd</sup> Street Project.

AYE: Zmolek, Jackson, Sloan, Wetrich, Ahrenholtz

NAY: None

On motion by Sloan, second by Wetrich, the Council approved of professional services with Atura Architecture of \$39,000.00 for Greene County Animal Shelter.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

**ORDINANCE NO. 594**

On motion by Sloan, second by Ahrenholtz, the Council approved the third reading and final adoption of an ordinance amending The Code of Ordinance of the City of Jefferson, Iowa, 2017, by adding Chapter 48 pertaining to Noise Control.

AYE: Jackson, Zmolek, Sloan, Ahrenholtz, Wetrich

NAY: None

Mike Palmer gave a quarterly financial update.

2021-2022 budget schedule and priority surveys were discussed.

On motion by Sloan, second by Wetrich, the Council approved setting the 2021-2022 Budget Priority Workshop for September 22, 2020 at 5:30 p.m.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

The following bills were approved for payment from City funds:

603LLC	110 E STATE	4,562.50
A1 AUTOMOTIVE	PD VEH MAINT	998.35
ABC PEST CONTROL	LB PEST CNTRL	45.00
ACCESS SYSTEMS INC	RN COPIER LSE	579.43
ACCESS SYSTEMS LEASING	LB COPIER LSE	561.04
ACCO UNLIMITED CORP	WA CHEM	3,934.00
ACUSHNET COMPANY	GCRSE MERCH	473.16
AFLAC	AFLAC INS W/H	72.47
AFSCME/IOWA COUNCIL 61	UNION DUES	112.95
AG SOURCE LAB	WA TSTG	13.50
ALLIANT ENERGY	UTILITIES	27,387.42
BAKER & TAYLOR INC.	LB BOOKS	2,537.13
BETH CODY, AUTHOR	LB BOOK	38.99
BOLTON & MENK INC	ENG	10,832.00
BOMGAARS	SUPP	1,263.61
C.L. CARROLL CO. INC.	WA LEAK REPR	2,194.00
CAHOY PUMP SERVICE INC.	WA WELL #9	26,602.00
CARROLL COUNTY SOLID WASTE	RC MRKTG FEES	3,130.20
CINTAS CORP	FIRST AID	256.60
CLEANING SOLUTIONS INC.	CLEANING	2,466.00
COBRAHELP	PA FEE	20.00
COLLECTION SERVICES CNTR	CASE #895827	682.90
COMPASS MINERALS AMERICA	WA SALT	7,243.83
COMPUTER CONCEPTS	RN MAINT	2,255.06
DAVE DAVIS	CAF REIMB	85.00
DAVIS EQUIPMENT CORP.	GCRSE FILTERS	411.70



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**  
**CHESTNUT & ADAMS STREET WATERMAIN IMPROVEMENTS**

**DATED October 22, 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.:
City: <u>Jefferson</u> State: <u>IA</u> Zip: <u>50129</u>	
(hereinafter referred to as Client)	

Changes to Fee Arrangement
Addition of Hourly, Not to Exceed amount of \$6,000.00 to the total fees provided in the contract. Revised Total Not to Exceed fee of \$38,000.

Changes to Scope / Additional Services
Bolton & Menk, Inc. agrees to complete the Construction Contract Administration (\$500) and Construction Phase Services (\$5,500) tasks of the original agreement required for the work being completed by the contractor. Original timeline and effort have been exceeded due to the contractor's operations and needs during the construction phase of the project. Work is being completed according to the specifications; however, it is taking more representation and direction by BMI than was initially anticipated.

**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

James D. Leiding Aug. 25, 2020  
signature and date

Ordered and Accepted by:

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

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



912 N 13<sup>th</sup> Street  
Clear Lake, IA  
641.357.1923  
info@aturaarchitecture.com

August 11, 2020

Don Orris  
Greene County Animal Shelter  
1108 West Adams Street  
Jefferson, IA 50129

SUBJECT: GREENE COUNTY ANIMAL SHELTER  
JEFFERSON, IA

Don,  
We, ATURA architecture, appreciate the opportunity to submit a proposal for the design services for the Greene County Animal Shelter. It is our understanding that you are seeking full design services that include construction documents, bidding, and construction administration. The previous study that we conducted back in 2016-2017 will be revised to fit within the current budget of \$600k. This budget has been revised due to fundraising challenges. The new facility will have a similar layout but mimic the construction of the recently completed veterinary clinic in town.

With these factors in mind, we are proposing the following services:

**Architectural Services:**

- Design: general, structural, plumbing, mechanical, electrical, and civil
- Contract Document Preparation
- Bidding
- Construction administration

**Fee:** We propose to provide the above described Architectural Services as a lump sum fee in the amount of: **\$52,700.**

Any additional services not identified within our scope of work will be billed at our hourly rates. We will request approval from you before any additional services are provided. Our hourly rates are, as follows:

▪ <b>Architect Manager</b>	.....	<b>\$130.<sup>00</sup></b>
▪ <b>Project Architect</b>	.....	<b>110.<sup>00</sup></b>
▪ <b>Architectural Tech. II</b>	.....	<b>90.<sup>00</sup></b>
▪ <b>Architectural Tech. I</b>	.....	<b>70.<sup>00</sup></b>
▪ <b>Graphic Designer</b>	.....	<b>70.<sup>00</sup></b>
▪ <b>Clerical</b>	.....	<b>50.<sup>00</sup></b>

This letter will serve as our proposal of services. If you concur with the services and conditions described, herein, please notify us and we will use a standard AIA contract of services for this project.

RESOLUTION REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19  
GOVERNMENT RELIEF FUND

A resolution by the City of \_\_\_\_\_ to request reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief Fund.

WHEREAS, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic.

WHEREAS, Governor Kim Reynolds allocated \$100 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency.

WHEREAS, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year city budget, were incurred during the time period of March 1, 2020 through December 30, 2020 and have not been reimbursed from other sources.

NOW, THEREFORE BE IT RESOLVED, the City of \_\_\_\_\_ requests reimbursement of \$\_\_\_\_\_ in eligible expenditures in response to the COVID-19 public health emergency.

Hereby RESOLVED but the city council of the city of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

Attested: \_\_\_\_\_

**106.08 COLLECTION FEES.** The collection and disposal of solid waste as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees therefor in accordance with the following:

*(Goreham vs. Des Moines, 1970, 179 NW 2nd, 449)*

1. Residential Fees. The residential fees for solid waste collection and disposal service, used or available, are:

A. For each residential premises – a fee of ~~\$1011.45~~ per month per container.

B. For each dwelling unit of a multiple-family dwelling containing four or more apartments or dwelling units – a fee of ~~\$6.756.95~~ per month per apartment or dwelling unit. If collection for such units is made through the use of a dumpster the charges shall be ~~\$5.495.65~~ per month per apartment or dwelling unit.

C. For each mobile home in a mobile home court or mobile home park – a fee of ~~\$1011.45~~ per month per mobile home. If collection for the mobile home units is made through the use of a dumpster the charge shall be ~~\$7.978.20~~ per month per mobile home.

D. Landfill fee of \$2.50 per month.

E. Recycling fee of ~~\$34.70~~ per month.

F. Yard waste site fee of \$1.00 per month.

2. Commercial. The commercial fees for solid waste collection and disposal service, used or available, are:

A. A base fee of ~~\$1011.45~~ per month for each commercial premises.

B. An additional monthly charge shall be made for commercial premises where dumpsters are being used, which shall be calculated by multiplying the number of pickups per month (which shall be determined by multiplying the normal number of pickups per week times four) times the following amounts, based on the size of dumpster picked up:

Size	Amount
1 yard .....	\$ <del>6.6585</del>
1½ yards.....	\$ <del>7.758.00</del>
2 yards.....	\$ <del>8.859.00</del>
2½ yards.....	\$ <del>9.9510.25</del>
3 yards.....	\$ <del>11.0540</del>



C. Recycling fee of \$4.70 per month.

3. Yard Waste. The charges for collection of yard waste are:
  - A. The charge for yard waste stickers to be used for pick up of yard waste bags or bundles shall be \$1.00 per sticker.
  - B. For all yard waste that is not placed in bags or bundles as required by this chapter or by resolution, there will be a charge imposed on the basis of \$20.00 per hour per person required to make such pick up, with a minimum charge of \$5.00.
4. Special Items. The following charges apply to special items:
  - A. For each refrigerator, freezer, dehumidifier, air conditioning unit and equipment, and other appliance or equipment containing Freon..... \$ 40.00
  - B. For each stove, microwave, washer, dryer, hot water heater and other appliance not containing Freon..... \$ 25.00
  - C. For each chair, recliner, hide-a-bed, sofa, love seat, ~~television~~, and other item of comparable size ..... \$ 10.00
  - D. For each window..... \$ 5.00
  - E. Carpeting and pad (for each 12 x 12-foot piece or part thereof) ..... \$ 20.00
  - F. For each computer mouse, circuit board, CD-Rom drive, hard drive, keyboard, pair of speakers, cellular phone, pager, external modem, external drive, network hub or router, laptop battery, telephone, CPU for desktop computer, VCR and typewriter ..... \$ 5.00
  - G. For each computer monitor less than 19 inches, TV less than 19 inches, printer for computer, computer server, laptop or portable computer, Macintosh computer/ screen, fax machine, scanner and UPS ..... \$ 20.00
  - H. For each computer monitor 19 inches and up, TV 19 inches and up and cash register ..... \$ 30.00
  - I. For each photocopier ..... \$ 50.00
  - J. For each mainframe computer ..... \$ 75.00
  - K. For collection of construction or demolition debris, such as from fences, decks, buildings and remodeling projects, there shall be a charge of \$20.00 per hour per person required to make such collection.

L. Miscellaneous items which do not fit any of the above descriptions (for each garbage truck hopper or part thereof)..... \$ 10.00

5. Dumpster Rental. Persons who rent a dumpster on a temporary basis shall be charged rental of \$35.00 for each month or part thereof used plus the following fee for each collection, based on dumpster size:

Size	Amount
1½ yards	\$20.00
2 yards	\$30.00
3 yards	\$50.00
4 yards	\$75.00

Dumpsters may not be rented for more than two months.

6. Payment of Bills. All fees are due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 92.04 of this Code of Ordinances. Solid waste collection service may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.08 relating to lien notices shall also apply in the event of a delinquent account.

**NON-FEDERAL LIMITED DESIGN AND IMPLEMENTATION  
REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**CITY OF JEFFERSON  
JEFFERSON MUNICIPAL AIRPORT  
JEFFERSON, IOWA**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract services which the City of Jefferson (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the agency's mission;

**WHEREAS**, the authority for the FAA to furnish services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(1)(6) on such terms and conditions as the Administrator may consider necessary;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA and City of Jefferson.

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(1)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

**ARTICLE 3. Scope**

This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform limited technical and/or engineering support, design, and



implementation services to support the Sponsor's project identified below. The scope of this Agreement is limited to technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), review of Sponsor provided design packages, development of FAA design packages, construction oversight, modification, removal, and restoration required to address impacted FAA NAS facilities. No government furnished equipment will be provided under this Agreement. If required, the FAA and the Sponsor will enter into a separate agreement to cover additional work beyond the scope of this Limited Agreement. Therefore, this Agreement is titled:

Limited Design and Implementation Reimbursable Agreement for the Support of the Decommissioning and Removal of Runway 32 REIL at Jefferson Municipal Airport (EFW).

This Agreement is in whole or in part funded with funding from an AIP grant [X] Yes [ ]No. If Yes, the grant date is: August 1, 2020 and the grant number is: 3-19-0049-013-2020. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

#### **ARTICLE 4. Points of Contact**

##### **A. FAA:**

1. The FAA Central Service Area, Planning and Requirements will provide administrative oversight of this Agreement. Brad Urey is the Lead Planner and liaison with the Sponsor and can be reached at (817) 222-4029 or via email at [brad.urey@faa.gov](mailto:brad.urey@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA Central Service Area, Terminal Engineering Center, Technical Operations, Kansas City, Missouri will perform the scope of work included in this Agreement. Matt Sibert is the Terminal Engineering Center Manager and liaison with the Sponsor and can be reached at (816) 329-3536 or via email at [matt.sibert@faa.gov](mailto:matt.sibert@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Bradley K. Logan who can be reached at (817) 222-4395 or via email at [brad.logan@faa.gov](mailto:brad.logan@faa.gov).

##### **B. Sponsor:**

City of Jefferson  
Michael Palmer  
City Administrator  
220 North Chestnut

Jefferson, IA 50129  
(515) 520-3631  
carl.byers@bolton-menk.com

**ARTICLE 5. Reserved**

**ARTICLE 6. Reserved**

**ARTICLE 7. Estimated Costs**

The fully-loaded estimated FAA cost associated with this Agreement is:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
<b>Labor</b>	
WB4020 Engineering	\$ 12,973.44
WB4030 Environmental	\$ 6,555.00
WB4070 Commission/Closeout	\$ 1,748.00
N/A	\$ 0.00
<b>Labor Subtotal</b>	<b>\$ 21,276.44</b>
<b>Labor Overhead</b>	<b>\$ 3,368.77</b>
<b>Total Labor</b>	<b>\$ 24,645.21</b>
<b>Non-Labor</b>	
WB4020, WB4030, WB4070 Travel	\$ 3,457.69
WB4050 TSSC Services	\$ 6,418.40
Drafting	\$ 2,000.00
N/A	\$ 0.00
<b>Non-Labor Subtotal</b>	<b>\$ 11,876.09</b>
<b>Non-Labor Overhead</b>	<b>\$ 950.09</b>
<b>Total Non-Labor</b>	<b>\$ 12,826.18</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$ 37,471.39</b>

**ARTICLE 8. Period of Agreement and Effective Date**

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. This Agreement will not extend more than 36 months beyond its effective date.

**ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration  
Reimbursable Receipts Team  
800 Independence Ave S.W.  
Attn: Rm 612  
Washington D.C. 20591  
Phone 202-267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of Jefferson  
Attn: Michael Palmer  
220 North Chestnut  
Jefferson, IA 50129  
(515) 386-3111  
michaelpcjeff@netins.net

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual

costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

#### **ARTICLE 10. Changes and Amendments**

Changes and/or amendments to this Agreement will be formalized by an appropriate written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

#### **ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

#### **ARTICLE 12. Order of Precedence**

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

**ARTICLE 13. Legal Authority**

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

**ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

**ARTICLE 15. Reserved**

**ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

**ARTICLE 17. Limitation of Liability**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

**ARTICLE 18. Civil Rights Act**

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

**ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

**ARTICLE 20. Security**

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

**ARTICLE 21. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly, that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

**AGREED:**

**FEDERAL AVIATION  
ADMINISTRATION**

**CITY OF JEFFERSON**

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE Contracting Officer  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_



## JEFFERSON - PAWS ANIMAL SHELTER STAFFING AGREEMENT

This Jefferson - PAWS Animal Shelter Staffing Agreement (the “**Agreement**”) is dated \_\_\_\_\_, and is between the CITY OF JEFFERSON, Iowa, of 220 N. Chestnut Street, Jefferson, IA 50129 (“**City**”), and PEOPLE FOR ANIMAL WELFARE SOCIETY, INC., D/B/A P.A.W.S., INC., an Iowa nonprofit corporation, P.O. Box 135, Jefferson, IA 50129 (“**PAWS**”).

City owns or has access to an animal shelter (the “**Animal Shelter**”) which is used to temporarily shelter and care for lost and abandoned animals, and PAWS is an organization interested in promoting the humane treatment of animals and care of lost and abandoned animals. City and PAWS have worked together in the past in providing for the care of animals that have been lost or abandoned and placed at the Animal Shelter, and the parties desire to continue and expand their relationship under this Agreement by which PAWS will agree to provide staffing services for the Animal Shelter in exchange for payment by the City.

The parties therefore agree as follows:

1. **Staffing of Animal Shelter.** City hereby retains PAWS and PAWS agrees to provide staffing and labor required to properly care for and feed animals kept at the Animal Shelter. PAWS may, in its discretion, provide such staffing either with volunteers or with paid employees or agents.
2. **Term.** The term of this Agreement shall be from the date shown in the introductory clause to June 30, 2017. The term of this Agreement shall automatically renew from year to year, except that either party may terminate this Agreement upon 60 days notice to the other party.
3. **Consideration.** City agrees to pay to PAWS for its services under this Agreement an annual amount of \$ \_\_\_\_\_, which shall be paid in four equal quarterly installments, each due by the end of the first month of each quarter.
4. **PAWS’ Duties.** PAWS shall be responsible for the following:
  - (a) Care for and provide food and water (to be paid for by City) to animals kept at the Animal Shelter at intervals and in amounts appropriate for the species involved;
  - (b) Maintain records for each animal kept at the Animal Shelter, including where the animal came from, its date of admission, and date and method of its disposition;
  - (c) Cooperate with local law enforcement personnel to coordinate investigation activities and provide assistance during emergency situations;
  - (d) Receive animals at the Animal Shelter and be available by telephone during regular business hours;
  - (e) Keep the Animal Shelter in a clean and neat condition and provide minor routine maintenance;

(f) Observe the health and condition of animals kept at the Animal Shelter and arrange for veterinary care and treatment if required;

(g) Assist the public in reclaiming animals from the Animal Shelter with the assistance of law enforcement personnel;

(h) Collect impounding fees and other charges that may be due for animals kept at the Animal Shelter;

(i) Arrange for the adoption of animals at the Animal Shelter that have been abandoned or given up;

(j) Dispose of or assist with the disposal or removal of animals from the Animal Shelter;

(k) Arrange for volunteers and/or hire and be responsible for paying employees and personnel necessary for the staffing of the Animal Shelter required to perform its duties under this Agreement; and

(l) Comply with all local, state and federal ordinances, laws and regulations.

5. **City Obligations.** City agrees:

(a) To provide major repairs and maintenance required for the operation of the Animal Shelter;

(b) To provide electric service, water, sanitary sewer, and garbage services required for the operation of the Animal Shelter; and

(c) To pay for the cost of food and veterinary services required for the animals kept at the Animal Shelter, which amounts should be billed directly to the City.

6. **Report to City Administrator.** PAWS shall direct all reports and communications regarding its staffing of the Animal Shelter to the City Administrator of Jefferson.

7. **Indemnification.** PAWS shall protect, defend, and indemnify City 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 due directly or indirectly to the actions or negligence of PAWS or its agents, except PAWS will have no



obligation to protect, defend or indemnify City to the extent any loss, cost, damage or expense is attributable to negligence or willful misconduct of City or its agents.

8. **Insurance.** During the term of this Agreement PAWS, at its sole cost and expense, shall maintain (i) commercial general liability insurance coverage with a combined single limit of at least \$500,000.00 per occurrence, and an annual aggregate of not less than \$1,000,000.00, which policy shall name the City as an additional insured. Upon the request of

- 2 -

City, PAWS shall provide proof of such coverage either in the form of a copy of the policy or a certificate of insurance evidencing the required coverage. PAWS shall also

9. **Employee Taxes and Insurance.** PAWS will be responsible for all employee taxes and insurance, including without limitation workers' compensation, which may be payable with respect to persons it retains in carrying out its duties under this Agreement.

10. **Relationship.** It is understood and agreed that the relationship between City and PAWS is strictly that of independent contractors and that nothing contained in this Agreement shall be deemed or construed by any person as creating a relationship of an employer and employee or of partnership or of joint venture or of any other association.

11. **Default and Remedy.** If PAWS fails to perform any of the terms, covenants, or conditions of this Agreement and continues such default for a period of ten days after written notice thereof from City to PAWS, then City, at its election, may immediately terminate this Agreement.

12. **Notices.** Any notice to be given by either party to the other pursuant to the provisions of this Agreement shall be given either by (i) personal delivery or (ii) registered or certified mail, return receipt requested, addressed to the party for whom it is intended at the address stated above or such other address as it may have designated in writing. Any notice given by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt or upon the expiration of the third day after the date of mailing, whichever is earlier.

13. **No Assignment.** This Agreement may not be assigned by PAWS without the prior written consent of City.

14. **Miscellaneous.** This Agreement 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 Easement. Delivery of an executed counterpart of a signature page to this Agreement 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 Agreement

The parties are signing this Agreement as of the date shown in the introductory paragraph.

PEOPLE FOR ANIMAL WELFARE CITY OF JEFFERSON, SOCIETY, INC.,  
D/B/A P.A.W.S., INC.

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

By \_\_\_\_\_  
Craig J. Berry, Mayor

Attest:

\_\_\_\_\_  
Diane M. Kennedy, City Clerk

# Jefferson Matters: A Main Street & Chamber Community



*2020 Plan of Action: Setting Our Sites on 2020 – August 25, 2020 update*

**Purpose:** Our organization's purpose is to support, promote, and preserve the historic downtown of Jefferson, Iowa, while contributing to the greater community's continued vitality.

## **2020 Priorities:**

1. Create upper story housing visibility
2. Recruit traffic-generating businesses to downtown
3. Involve youth and school in Main Street program
4. Attract people to the Main Street District
5. Explore community development partnerships

## **Design Team:**

- City Parking Lot Planting
- Building facade mini-grant program for facades
- Storefront signage mini-grant program
- Design Assistance – The Stitch
- Pillar planters & hanging baskets – appreciated City Crew for filling baskets with soil, hanging & watering them.
- Fall pillar & cluster planters and banners
- Phase 2 of Façade Rehab
- Shane Olson projects
- Empty Window Displays – Homestead, The Apothecary (DrugTown) & COVID signage for businesses.
- Committee working on Christmas decoration Phase 2
- Youth involvement – discussing ways to involve them in projects

## **Economic Vitality Team (including Ambassadors Revamped):**

- 2020 Challenge Grant: Why Not Us – working with those involved on application process
- Workshops for 2020: SBDC & ICCC – Covid, social media advertising and human resources
- Support City's Phase 2 for continued façade improvements – several buildings involved
- Java & Juice in Jefferson cancelled but looking into virtual opportunities to continue
- Business Incentives brochure
- Building & Business Inventory updates through – Google forms survey with business visit follow ups
- Downtown Recruitment updates
- Downtown Survey/ESRI Data/Market Snapshot – fill gaps with public input with Google Survey
- Existing Business Growth Mini-Grants – promoting

## **Promotion Team (including Retail Revamped and Tourism):**

- Jeff from Jefferson videos through ICAN & Carroll Broadcasting (hotel/motel) to promote businesses and events

- Caught Shopping Local campaign throughout the year with “Jeff Bucks” during Facebook Live events
- 16 Flat Jeffs are in store windows as a fun hunt for pedestrians.
- Chews Jefferson to listen to Tower Tunes Live Concerts on Wed. & take out from restaurants
- Revamping of previous “chamber bucks”
- Frequent Facebook posts & boosts for Shop Local
- Welcome Bags in progress for new residents – goal is to have ready this fall
- Monthly promotional displays in Masonic Lodge window – promoting upcoming events and other activities
- Broader focus, including tourism and retail, with new larger/merged group
- Update Jefferson IA app with all Jefferson businesses

### **Organization Team:**

- Preparing for annual Investment Drive as new organization
- Volunteer appreciation
- Family Feud Iowa Edition fundraising event cancelled this year
- GCHS graduation cards in May – You’re Always Welcome Back Home
- Communication -monthly newsletter, website updates, radio interviews

### **Tower View Team:**

- Continue work on Arch Alley with artist David Williamson
- Party in Sally’s Alley cancelled
- No rooftop art this year
- Continue Sally’s Alley upkeep by volunteers, added new wings photo op
- Ring Out for Art sculptures with Home State Bank & Greene County Supervisors partnership
- Art on the Square vendors refunded due to cancellation of Bell Tower Block Party
- Roger Aegerter painting of Lincoln Highway Sidewalk art from Locust to Chestnut
- Upcoming Scarecrow Invasion

### **Events Team:**

- New team created to help support events in Jefferson
- Bell Tower Block Party – Cancelled
- Hot August Night - Recap
- Upcoming – Trick-or-Treat Around the Square

### **Board of Directors:**

- Merger status update
- Covid-19 update
- Results and feedback of application for Jefferson as Iowa Great Place
- Main Street Iowa – virtual orientation and Iowa’s Downtown Rebound 2-day webinar series in July
- Attained National Accreditation for Main Street America 2020 and will begin work for 2021 National Accreditation
- Board priority workshop and goal setting for next year – October
- Main Street Iowa to attend next board meeting on September 16<sup>th</sup>
- Thank you for your support!
- Questions?