

# AGENDA

## COUNCIL MEETING

Tuesday, October 25, 2016

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. 10/11/16 regular Council meeting minutes.
- B. Payment of Hotel/Motel reimbursement to Greene County Chamber.
- C. Peony Chinese Restaurant, Special Class C Liquor License.
- D. Shopko Hometown #678. Class C Beer Permit

**IV. NEW BUSINESS:**

- A. Consider third reading of ordinance to increase residential and commercial trash and recycling fees by 5%.
- B. GCDC quarterly report and approval of funds.
- C. Consider letter of support for Greene County Law Enforcement application for Grow Greene grant funds for digital radio system.
- D. Consider approval of agreement for PAWS to operate existing animal shelter.
- E. Consider approval to develop economic agreement for property at 111 East Lincoln Way.
- F. Consider approval with Bolton & Menk to conduct East Lincoln Way Corridor Enhancement Study.
- G. Consider resolution setting hearing on proposed development agreement with Thomas Jefferson Gardens.
- H. Consider resolution approving agreement to acquire property at 408 N. West St., Jefferson.
- I. Consider resolution approving agreement to acquire property at 612 N. Cedar St., Jefferson.
- J. Presentation from Jefferson Police Department regarding staffing.

**V. REPORTS:**

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

**VI. ADJOURN.**

## AGENDA SUMMARY

DATE 10/25/16

### NEW BUSINESS

- A. **Consider third reading of ordinance to increase residential and commercial trash and recycling fees by 5%.**
- B. **GCDC quarterly report and approval of funds.**
- C. **Consider letter of support for Greene County Law Enforcement application for Grow Greene grant funds for digital radio system.** Attached is the letter of support.
- D. **Consider approval of agreement for PAWS to operate existing animal shelter.** Attached is the agreement. The recommended amount for their services is \$6,000.
- E. **Consider approval to develop economic agreement for property at 111 East Lincoln Way.** The City received a proposal to restore the building for use as a business on the first floor and residential use on the second floor. Since the proposal will involve the use of TIF funds, a development agreement will be necessary.
- F. **Consider approval with Bolton & Menk to conduct East Lincoln Way Corridor Enhancement Study.** The Street Committee reviewed this proposal and is recommending approval. Attached is the proposal.
- G. **Consider resolution setting hearing on proposed development agreement with Thomas Jefferson Gardens.**
- H. **Consider resolution approving agreement to acquire property at 408 N. West St., Jefferson.** Items H and I are vacant lots that were returned to the County for unpaid property taxes. The small lots pose code enforcement issues and could be acquired by the City for no cash consideration, but the City would agree to pick up the expense of preparing a new abstract of title for each property (probably in \$500 range)
- I. **Consider resolution approving agreement to acquire property at 612 N. Cedar St., Jefferson.**
- J. **Presentation from Jefferson Police Department regarding staffing.**

COUNCIL MEETING

October 11, 2016

5:30 P.M.

PRESENT: Ahrenholtz, Teeples, Sloan, Von Ahsen

ABSENT: None

Mayor Berry presided.

Chamber Secretary Nikki Uebel spoke on Hotel/Motel percentages during open forum.

On motion by Teeples, second by Von Ahsen, the Council approved the following consent agenda: September 27, 2016 Council Minutes, Payment of Hotel/Motel reimbursement to Greene County Chamber, Payment of Neighborhood Improvement Incentive Program to Danene and Dick Janssen for exterior improvement at 207 E Vest for \$2,000.00, and payment of monthly bills.

AYE: Sloan, Ahrenholtz, Teeples, Von Ahsen

NAY: None

**ORDINANCE NO. 574**

On motion by Sloan, second by Von Ahsen, the Council approved the third and final reading of ordinance amending the code of ordinances of the city of Jefferson, Iowa, 2008, by amending provisions pertaining to wards.

AYE: Ahrenholtz, Von Ahsen, Sloan, Teeples

NAY: None

On motion by Von Ahsen, second by Teeples, the Council approved the second reading of ordinance increasing fees for residential and commercial solid waste collection and recycling.

AYE: Von Ahsen, Sloan, Teeples, Ahrenholtz

NAY: None

On motion by Von Ahsen, second by Sloan, the Council approved the contract in the amount of \$27,000.00 with Grell Roofing to install a new roof at 200 East State Street.

AYE: Teeples, Sloan, Ahrenholtz, Von Ahsen

NAY: None

On motion by Ahrenholtz, second by Von Ahsen, the Council approved the contract with C&D Masonry in an amount not to exceed \$30,000.00 for tuck pointing and wall repair at 200 East State Street.

AYE: Von Ahsen, Teeples, Sloan, Ahrenholtz

NAY: None

On motion by Von Ahsen, second by Teeples, the Council approved a 5 year contract with Grave Discover for Software setup and data field customization for Jefferson cemeteries.

AYE: Sloan, Teeples, Ahrenholtz, Von Ahsen

NAY: None

The Council held a Fiscal Year 2017-2018 Budget Workshop, No action was taken.

# ***CITY OF JEFFERSON***

***220 North Chestnut Street***

***Jefferson, Iowa 50129***

***515-386-3111***

October 18, 2016

The City of Jefferson is in complete support of the grant request from the Greene County Law Enforcement to purchase portable radios for Greene County Sheriff's Department and the Jefferson Police Department. The new radios will enable law enforcement to upgrade to the 700 Mhz digital radio system and also place law enforcement in compliance with Federal and State mandates to switch to the digital system over the next two years.

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Craig Berry, Mayor

Harry Ahrenholtz, Mayor Protem

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Dave Sloan, Councilman

Larry Teeples, Councilman

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Gary VonAhsen, Councilman

## 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 workers.
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 \$6,000.00, 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;

(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) workers 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, gas, water, sanitary sewer, and garbage services required for the operation of the Animal Shelter; and

(c) To pay for the cost of food required for the animals kept at the Animal Shelter and to pay for veterinary services incurred for euthanizing animals as may be required by the Jefferson Code of Ordinances or Iowa law, 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

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. **Paid Worker Expenses.** PAWS will be responsible for any expenses or costs that 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  
SOCIETY, INC., D/B/A P.A.W.S., INC.

By \_\_\_\_\_

CITY OF JEFFERSON,

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

Attest:

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





**BOLTON  
& MENK**

Real People. Real Solutions.

2730 Ford Street  
PO Box 668  
Ames, IA 50010-0668

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

October 6, 2016

Michael Palmer  
City Administrator  
220 N. Chestnut Street  
Jefferson, Iowa

RE: East Lincoln Way Corridor Enhancement Study

Dear Mr. Palmer,

The City of Jefferson has a history of investing in a strong community core. This dedication started long before the recent revitalization efforts to its Downtown Square or even when the first car rolled into town along the historic Lincoln Highway. As it approaches 100 years, the historic route of the Lincoln Highway still serves as an avenue bringing visitors to Jefferson and welcoming residents home.

Bolton & Menk, Inc. is aware of the importance that the East Lincoln Way Corridor plays for residents. We are also aware of the complex roles that this corridor serves for multiple community groups. The Bolton & Menk team will work with City staff to survey, facilitate stakeholder meetings and prepare a publically-supported concept outlining corridor improvements.

## **PROJECT APPROACH**

### **Task 1 – Project Initiation & Management**

Bolton & Menk will serve as the project coordinator and will lead day-to-day project activities related to survey of existing conditions, concept preparation, and facilitation of stakeholder and public meetings.

### **Task 2 – Survey**

The design team will obtain survey of the proposed project limits [right-of-way along East Lincoln Way from the Raccoon River Valley Trailhead to the east edge of the Cemetery] to develop a base map for planned improvements. The design team will review survey findings to identify limitations and develop an approach for corridor enhancement opportunities.

### **Task 3 – Public Engagement**

Effective public input is at the core of Bolton & Menk's master planning and community-based work. The design team proposes the use of Public Input Workshops, Open House forums and 1-on-1 stakeholder meetings throughout the East Lincoln Way Corridor Study and will confirm stakeholder groups and finalize an input strategy with City staff prior to initiating the public engagement process.

#### **3.1 Develop Property Owner Discussion Material**

The design team will work with City Staff to develop materials discussing proposed improvements to property owners along the corridor. This materials shall consist of concept



## PROPOSED PROJECT TIMELINE

When we met to discuss this project in early September the City expressed interest in commencing stakeholder discussions and concept generation early in 2017 after the holiday season. Assuming this has not changed, Bolton & Menk would propose to gather survey of existing conditions prior to snowfall late this year and present findings of constraints and opportunities to the City prior to beginning the stakeholder engagement process. This timeline will also provide opportunities for the design team to prepare concepts for corridor improvement prior to initial stakeholder meetings; providing tangible concepts for residents, business and property owners to review.

Our intent will be to work with City staff and community stakeholders through a concept refinement process through March 2017, in order to solidify a publically-supported concept from which to develop an opinion of probable costs and develop an implementation strategy for proposed improvements. The following schedule estimates completion of a final master plan for the East Lincoln Way Corridor by the end of May 2017.

Task	Date
1.0 Kick-Off Meeting	October, 2016
2.0 Survey of Existing Conditions	November 2016
4.1 Develop Initial Concepts	December 2016
3.1 Prepare Property Owner Discussion Materials	Dec. 19, 2016 – Jan. 9, 2017
3.2 Public Input Workshops	Jan. 9 – Feb. 10, 2017
4.2 Develop Refined Concept	Feb. 13 – Mar. 17, 2017
3.3 Public Open House	Mar. 17 – Apr. 7, 2017
4.3 Final Corridor Improvement Recommendations	May 2017

## ADDITIONAL SERVICES NOT INCLUDED

Consultant services performed other than those authorized above shall be considered Additional Services. Additional Services not included in this proposal but may be applicable to this project include:

- Construction Document Preparation
- Construction Bidding Phase Services

## REQUESTED SERVICES AND FEES

Work Task Description	Total Anticipated Fee
1.0 Project Initiation & Management	\$2,610
2.0 Survey	\$5,040
3.0 Public Engagement	\$5,550
4.0 Concept Recommendations	\$11,300
<b>TOTAL ANTICIPATED FEE:</b>	<b>\$24,500</b>

# PROFESSIONAL SERVICES AGREEMENT

by and between  
**BOLTON & MENK, INC.**  
300 W McKinley St.  
Jefferson, Iowa 50129  
Ph. (515) 386-4101  
(hereinafter referred to as BMI)  
and

Date of Agreement: October 6, 2016
Agreement Number:
Project Location: City of Jefferson, IA

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

Agent or Person Ordering Services and/or Billing Address (if different)	
Agent or Person Ordering Services: <u>Mike Palmer, City Administrator</u> Address: _____ City: _____ State _____ Zip _____	Phone No.: Fax No.:

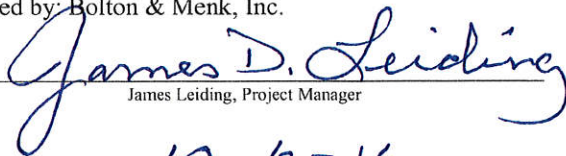
Fee Arrangement
Not to Exceed \$24,500.00 without prior approval as per the 2016 Bolton & Menk, Inc. rate schedule

Scope/Intent and Extent of Services
Design services for enhancements to the East Lincoln Way Corridor between the Raccoon River Valley Trailhead and the east corporate limits as further described in the letter to the City of Jefferson dated October 3, 2016 for the East Lincoln Way Corridor Enhancement Study.

Special Conditions
None

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.

  
James Leiding, Project Manager

10-6-16

date

Accepted by: City of Jefferson, Iowa

\_\_\_\_\_  
Craig Berry, Mayor

\_\_\_\_\_  
date

# PROFESSIONAL SERVICES AGREEMENT

by and between  
**BOLTON & MENK, INC.**  
**300 W McKinley St.**  
**Jefferson, Iowa 50129**  
**Ph. (515) 386-4101**  
(hereinafter referred to as BMI)  
and

Date of Agreement: October 6, 2016
Agreement Number:
Project Location: City of Jefferson, IA

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

Agent or Person Ordering Services and/or Billing Address (if different)	
Agent or Person Ordering Services: <u>Mike Palmer, City Administrator</u> Address: _____ City: _____ State _____ Zip _____	Phone No.: Fax No.:

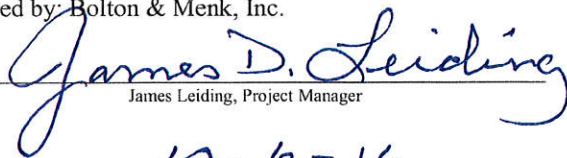
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Offered by: Bolton & Menk, Inc.

  
James Leiding, Project Manager

10-6-16

date

Accepted by: City of Jefferson, Iowa

\_\_\_\_\_  
Craig Berry, Mayor

\_\_\_\_\_  
date