

# **AGENDA**

**COUNCIL MEETING**  
**Tuesday, August 27, 2019**  
**5:30 P.M.**

## **CITY HALL COUNCIL CHAMBERS**

**I. CALL TO ORDER:**

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

**III. CONSENT ITEMS:**

- A. 8/13/19 regular Council minutes.
- B. FY 2018-2019 Transfers

**IV. NEW BUSINESS:**

- A. Consider approval to hire Park and Recreation Assistant Director.
- B. GCDC Quarterly Report and request for funds
- C. Consider approval of General Engineering Service agreement with Bolton and Menk
- D. Consider approval of engineering agreement for East Lincoln Way Corridor.
- E. Consider approval of engineering agreement for Greenwood and Central Avenue Trail Improvements.
- F. Consider approval of consent order with Environmental Protection Agency.
- G. Review of FY 2018-2019 Revenue and Expense report.
- H. Discussion of animal control
- I. Main Street Quarterly report

**V. REPORTS:**

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

**VI. ADJOURN.**

## AGENDA SUMMARY

DATE 8/27/19

### NEW BUSINESS

- A. **Consider approval to hire Park and Recreation Assistant Director.**
- B. **GCDC Quarterly Report and request for funds.** Report attached
- C. **Consider approval of General Engineering Service agreement with Bolton and Menk.** The Water/Sewer/Streets Committee is recommending to approve a service agreement contract which would provide for 20 hours a month of non-project engineering services at a flat rate of \$85 per hour. Attached is the agreement for services.
- D. **Consider approval of Engineering agreement for East Lincoln Way Corridor.** The Streets Committee reviewed and is recommending a proposal by Bolton and Menk of \$100,800 for engineering services for the entire project as described in the attached Scope of Services.
- E. **Consider approval of Engineering agreement for Greenwood and Central Avenue Trail Improvements.** The Streets Committee reviewed and is recommending a proposal by Bolton and Menk of \$93,400 for engineering services as described in the attached Scope of Services.
- F. **Consider approval of consent order with Environmental Protection Agency.** The EPA notified the City of biosolids reporting violations for the years 2016-2018 and for 2018 biosolids sludge application in excess of allowable concentrations. The City was very cooperative with the EPA and requested elimination or reduction of the EPA proposed penalty. The City acknowledged it's oversight of requirements set forth by the rules and potential 2019 violation; however, the EPA is required to levy a fine. EPA reduced the proposed penalty in recognition of the City's cooperation in reaching an early settlement and has agreed to combine all the violations to this single Consent Agreement/Final Order. The Consent Agreement/Final Order acknowledges the City mistakes and levies a \$13,900 penalty. If the City executes the Consent Agreement/Final Order, there will be no further enforcement actions by the EPA regarding this case. Consent order attached.
- G. **Discussion of animal control**
- H. **Review of FY 2018-2019 Revenue and Expense report.** Attached are the expenses and revenues for the entire 2018-2019 budget year.
- I. **Main Street Quarterly report**

COUNCIL MEETING

August 13, 2019

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Gordon

ABSENT: None

Mayor Berry presided.

Peg Raney director of Jefferson Main Street updated the Council on an upcoming event on August 20, 2019.

On motion by Gordon, second by Wetrich, the Council approved the following consent agenda July 23, 2019 Council Minutes, Hotel/Motel grant for \$5,700.00 for billboard to GCDC and payment of monthly bills from City funds.

AYE: Sloan, Jackson, Ahrenholtz, Wetrich, Gordon

NAY: None

On motion by Wetrich, second by Gordon, the Council approved hiring Ashley Wilson as Police Officer for Jefferson Police Department at a salary of \$42,554.00/yr effective August 14, 2019.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Gordon

NAY: None

On motion by Sloan, second by Jackson, the Council approved the hiring of Denny Hamann as Park and Recreation Director at a salary of \$52,500.00/yr.

AYE: Gordon, Ahrenholtz, Sloan, Jackson, Wetrich

NAY: None

Item C was removed from the Agenda.

On motion by Ahrenholtz, second by Gordon, the Council approved the appointment of Larry Teeples to the Airport Commission.

AYE: Wetrich, Jackson, Gordon, Ahrenholtz, Sloan

NAY: None

On motion by Sloan, second by Wetrich, the Council approved the following Committee Assignments.

Gordon: Personnel, Park and Recreation, Airport, Fire Department

Ahrenholtz: Public Works, Housing, GCDC, Finance, Personnel

Wetrich: Golf Course, Park and Recreation, Recycling, Finance

Jackson: Library, Housing, Cemetery, Hotel/Motel

Sloan: Public Works, Hwy #30 Coalition, Hotel/Motel, LEC, Animal Shelter

AYE: Wetrich, Jackson, Gordon, Ahrenholtz, Sloan

NAY: None

On motion by Gordon, second by Jackson, the Council approved the second reading an ordinance amending Jefferson Code of Ordinances to provide for automatic waste collection.

AYE: Ahrenholtz, Sloan, Gordon, Wetrich, Jackson

NAY: None

On motion by Ahrenholtz, second by Gordon, the Council approved the third reading an ordinance amending Jefferson Code of Ordinances to provide for automatic waste collection.

AYE: Jackson, Sloan, Wetrich, Gordon, Ahrenholtz

NAY: None

**ORDINANCE NO. 591**

On motion by Ahrenholtz, second by Gordon, the Council approved Ordinance No. 591, an ordinance amending Jefferson Code of Ordinances to provide for automatic waste collection.

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

**RESOLUTION NO. 37-19**

On motion by Jackson, second by Gordon, the Council approved a resolution for a 28E agreement for the provision of dispatching services for the amount of \$25,000.00 in quarterly installments.

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

**RESOLUTION NO. 38-19**

On motion by Wetrich, second by Gordon, the Council approved a resolution for FAA grant agreement for Relocation of County Road for the Airport Runway Extension Project.

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

On motion by Ahrenholtz, second by Wetrich, the Council approved a Phase II façade grant for Habitat for Humanity with a 50/50 match in the amount of \$3,081.00.

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

FY20/21 Budget schedule and priority surveys were handed out to the Council.

The 2020-2021 Budget Priority Workshop is set for September 24, 2019 at 5:30 p.m.

The following bills were approved for payment from City funds:

ABC PEST CONTROL	PEST CONTR	335.00
ACCESS SYSTEMS INC	RN CPIER LSE	564.23
ACCESS SYSTEMS LEASING	PA CPIER LSE	544.58
ACCO UNLIMITED CORP	WA CHEM	2,989.80
ACUSHNET COMPANY	GCRSE MERCH	2,229.41
AFLAC	AFLAC W/H	259.41
AFSCME/IOWA COUNCIL 61	UNION DUES	259.08
AG SOURCE LABORATORIES	WA TSTG	243.00
ALLIANT ENERGY	UTILITIES	39,955.81
ANGELA HARDMAN FOX	WA DEP REF	43.25
BAKER & TAYLOR INC.	LB BOOKS	2,693.81
BARCO MUNICIPAL PRODUCTS	WA LOCATOR	1,073.89
BERRY HRNG AID & AUDIOLOGY	PD TEST	65.00
BILL MCDOWELL	RUT CDL	32.00
BOLTON & MENK INC	AP ENG	10,060.00
BOMGAARS	SUPP/PARTS	757.98
CHIEF	PD CLOTH	546.08
CINTAS CORPORATION	FIRST AID SUPP	490.91
CLEANING SOLUTIONS INC.	RN CLEAN	2,484.00
COBRAHELP	PA FEE	33.00
COMMUNITY OIL COMPANY, INC	AP FUEL	10,887.38
COMPASS BUSINESS SOLUTIONS	FORMS WA BILLS	1,673.61
COMPASS MINERALS AMERICA	WA SALT	14,075.16
COMPUTER CONCEPTS	PA POWER SUPP	87.82
CORE & MAIN	WA METERS	3,670.48
DAILY TIMES HERALD	LB RENEWAL	115.00
DANIELSON AUTO SERV	WA TAILLIGHTS	250.85

**Jefferson Park & Recreation Commission AGENDA**

Wednesday, August 21, 2019

12:00 pm Greene County Community Center

- I. Call to Order
- II. Roll Call
- III. 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) Uvette Winger request to use a room for meetings with the Girls Scouts of Greene County at no charge.
- IV. Approval of minutes for July
- V. Approval of minutes for Special Meeting July 29
- VI. Approval of bills for July 15-August 15
- VII. Old Business
  - a. Upgrading Computer System
  - b. Hiring new assistant director
  - c. Shower Replacement at the pool
  - d. Bids on roofs at Softball Concession Stand and Pool Bath house
- VIII. New Business
  - a. Consider Uvette Winger request for room usage at no charge.
- IX. Reports
  - a. Wellness Report
  - b. Program Report
  - c. Directors Report
  - d. Parks Report
- X. Adjournment-Next meeting Wednesday, September 18, 2019 at noon at the GCCC

# **AGENDA**

## ***WATER/SEWER, STREET/SANITATION COMMITTEES TUESDAY, AUGUST 20, 2019, 12:00 NOON JEFFERSON CITY HALL***

Present: Harry Ahrenholtz, Dave Sloan, Matt Wetrich, Mike Palmer, Diane Kennedy, Dave Morlan, Danny Moranville, Tom Schilling, Dave Teeples

### **DRAFT MINUTES**

#### **I. SEWER**

##### A. Sewer connection issue at 503 E. Vest Street.

Marvin Book addressed the committee about the sewer line situation at his home. Dave Morlan gave several options. Open up and fix it. Costs \$500 to \$1000 to see what is wrong. Contact committee members.

##### B. Bids for purchasing jet camera equipment

Danny Moranville presented 3 quotes for Jetter and 2 for camera. Mid Iowa Jetter and Cues Camera is where they decided to proceed with purchase from. All expenditures are within the budget. It will be 6 to 8 weeks to get Jetter.

##### C. Review of sewer rate increase

Nothing new to report

#### **II. WATER**

##### A. Water usage report

Tom handed out the report

##### B. Report on purchase of water main tapping machine

It was okayed to purchase a water main tapping machine at the cost of \$3096, this is within Tom's budget for the water department. Proceeding with the main replacement at the fair grounds and chestnut.

C. Water Salesman

Keep on the agenda for next time.

D. Review of water rate increase

Keep on the agenda for next time

**III. STREETS**

A. Driveway curb cut width discussion.

Chip Baltimore was here to represent Johnny Hamilton and his request to widen approach to new driveway. Chip handed out photos, request to modify regulations to make exceptions. City to investigate this further, request an ordinance change. City to check with City of Ames at they have exceptions.

B. Discussion of Jefferson Matters: Main Street October promotion on the square.

Angie Gingery from Jefferson Matters presented new promotions Tower Team Scarecrow invasion for the month of October. Business and civic organizations can put up scarecrows only on the outside of the square. Ok to have scarecrows on benches but no on lampposts and can not obstruct vision.

C. Discussion of utilizing the square for Lincoln Highway military convoy.

On August 24, 3:00pm the military convoy will park around the inside of the square for about 1 hour. The City will put up the cones and tape to block off the area.

D. Sidewalk removal in unconnected areas

900 block of West South St has a very bad sidewalk and needs removed, there is no other sidewalk in that area. The owner has okayed to remove the sidewalk, but the City can still put new sidewalk if needed.

E. Engineering proposals for Greenwood trail and East Entryway projects.

Jim Leiding reviewed the proposals. Now needs to be put on the agenda for the City Council.

F. General Engineering service agreement proposal

Fees with Bolton and Menk will be reduced for some general engineering purposes, 2 yrs. at \$ 85 per hour. This needs to be put on the City Council agenda.

G. Parking on Wilcox Street

Post Office said that mailboxes could be move to south side of the street. Keep on the agenda, need to have a city meeting to explain the process to the residents. Dave thought just one side of the street.

**IV. SANITATION/RECYCLE**

A. Update on automated waste collection.

The new truck is here and the carts will be delivered here on Monday August 26, 2019.

B. Discussion of City wide clean up

Still have the city wide clean up scheduled for the last week of October.

C. Waste collection report

231.75 tons collected for the month of June 2019.

D. Recycling report

**OTHER BUSINESS**

Mark Clouse discussed changes at Elementary School for drop off Put up signs lets try without and ordinance.



**GREENE COUNTY CHAMBER AND DEVELOPMENT**  
**MONTHLY STATUS REPORT- 8/5/2019**

- The GCDC/City Council Housing Committee continues to work on several housing projects:
  - Nick Sorensen submitted a detailed a list of housing projects requested by IED/IFA for potential funding support. These projects were reviewed for the State's Rural Housing Initiative. The projects include single family and rental options. IED reviewed the projects and a second meeting was held July 9 in Des Moines. IED asked GCDC to submit specific project costs to the Iowa Finance Authority or through Workforce Tax Credits. We are deciding on an appropriate project.
  - Construction has started on a multi-unit apartment project in Jefferson. The developer worked with the City, BOS, and GCDC to finalize the project. A presentation was made to the BOS on Monday, May 13 and a second presentation was made to the Jefferson City Council on May 28. The BOS approved funds that were given to GCDC for a workforce housing project. Land purchase, zoning changes, and final contracts were completed during July and construction began the final week in July. The project should be complete this year. A second project is planned for next year that should include units in Jefferson and several of the smaller communities.
  - The Jefferson City Council is working on a program that would provide free single-family lots and working with a developer on in-fill housing options that could be used throughout the County.
  - On June 20 a meeting was held in Grand Junction to explain the Rural Housing 360 Initiative. Steve Gilbert spoke at the meeting and discussed the program that focuses on how smaller communities can offer available housing sites to buyers. The Rural Housing 360 Website allows a potential buyer to locate a site, pick a house layout, apply for funding, and get approval all on the website. Most of the smaller communities in Greene County attended the presentation. GCDC has begun follow up with the City Councils to discuss available housing sites and how to register to become a part of the program. Next steps include meeting with major employers in the smaller cities.
  - A Housing Trust Fund is being developed through contributions from our major employers. The funds could be used to incentivize single and multiple family housing.
- GCDC continues to work with the City of Jefferson and a developer to create a plan for rental housing in the Middle School as part of the Three Block Project. The developer toured the site with architects and engineers and presented his plan to the GCDC Full Board Meeting on July 9. The presentation included detailed layouts for the apartments and an overall design for the surrounding park area as part of the "Three Block Project". Funding support for the initial stages of the project was requested.

-GCDC is part of a planning committee for the Forge Grand Opening, scheduled for Saturday, September 7. The event will include tours of the new Forge building, several guest speakers including Governor Reynolds, a meal, and parent/student sessions on the future of technology jobs in rural Iowa and a virtual reality tour of the new Career Academy and High School. The event will be called: The Jefferson Forge Grand Opening.

-Regular committee meetings have been held throughout the summer with the most recent on August 1. At that meeting the "Action Plan" steps were reviewed and assignments made. The next meeting is scheduled for August 15.

-Because there is national and statewide interest in this project, GCDC has been working with Accenture, IED representatives and TAI (Technology Association on Iowa) to establish a marketing plan to promote the revitalization of rural Iowa through technology and projects like the Forge/the new high school/career academy. Doug Burns will be heading up the media schedule to promote the event through traditional and social media. The event will also be promoted directly to the students and parents through the high school.

-The week after the grand opening there will be an event on September 17 (6 to 8 pm) held at the Wild Rose Casino called the "Big Dream Gathering". Jefferson Matters- Main Street is the sponsor and several local organizations/businesses are providing funding. The event offers the opportunity for individuals and businesses to express their dreams and goals and offers a setting where others can provide ideas to achieve those dreams.

-GCDC is working with Accenture to develop a marketing program that combines four rural cities and their surrounding territory (Carroll, Jefferson, Perry, Boone) into a single region that can then be marketed to large technology companies to incentivize them to expand into our region. The new region is called the Lincoln Corridor and a new website is now available at [lincolncorridor.com](http://lincolncorridor.com). A final review meeting was held with the communities on July 23. The communities jointly paid for a consultant to create marketing materials and a website that can be used to sell the region. The project is headed up by Danna Larson, a specialist in rural community marketing. The research she gathered has been combined to develop a marketing presentation that Linc Kroger can use to recruit satellite locations for large national tech companies. Each community contributed pictures and other support information for the website.

-GCDC continues to work with several potential new businesses who are in various stages of development and/or working on loan applications through the Greene County Revolving Loan Fund or Regional XII financing.

-GCDC provides funding for SBDC so they are available to assist new business projects at no cost. Anyone interested in using their services can contact Ken Paxton at 515-386-8255. SBDC will help with your business plan and financials at no cost.

- If anyone is aware of someone with a new business idea who is looking for help with financing or business planning please call Ken Paxton at 515-386-8255.
- There are currently two loan applications in process and a bid pending on lots in the West Business Park.
- GCDC continues to distribute an updated selling piece to site selectors in Chicago and Minneapolis as well as local developers.
  - The most recent site selector meeting was held in Ames on July 3. Most site selectors that work on projects in Western Iowa are aware of the Forge Project and our Vision 2020 Project. They continue to follow our housing development efforts and although they are impressed with the passage of the school bond issue and the addition of the new Career Academy, they still need to see new housing development, especially rental. The new rental housing project was covered during the July meeting.
- A local development group is currently working on a project to open a business class restaurant/brew pub in the former Ace Hardware Building. They will be presenting their plan to the GCDC Full Board Meeting on August 20.
- GCDC continues to update our website and Facebook page with new articles, market research and new economic data that shows growth trends in Greene County. The site also includes a weekly updated link for jobs available in Greene County and rental properties.
  - Anyone with rental properties should contact GCDC to get a free listing on our site.
  - The GCDC website will be evaluated as part of an overall effort to unify our community development efforts. The goal is to centralize access to one location for anyone doing a Google search for Jefferson or Greene County.
- GCDC is considering developing an annual award for our young leaders to recognize their role in community development. One option is an award for a key young leader (under 40) in Jefferson and one for a young leader in the remainder of Greene County. The awards would be presented at the GCDC Annual Meeting at Wild Rose. Requests for nominations will be sent out the end of the summer.
- GCDC is paying for an inspection of the Tea Garden building to get an estimate of the cost to rebuild the restaurant and the upstairs apartment. Once the estimate is completed a decision will be made on how to move forward with reopening the Tea Garden.

## **MEETINGS**

- The GCDC Annual Dinner Meeting is scheduled for Wednesday, September 18 at Wild Rose. This event will qualify as our September Full Board Meeting. We will have speakers and a yearly summary during the meeting. All GCDC members and other guests are invited to bring their spouse or a guest. Dinner tickets will be the same price as last year (\$20) and can be

purchased in advance through GCDC or at the door. Please RSVP if you plan to attend. The schedule for the evening is:

6:00 to 6:30 pm- Cocktails and Social

6:30 pm- Dinner is served

7:00 pm- Business Meeting and Speakers

-On June 25 Chris Deal and GCDC organized a meeting to discuss the possibility of establishing a coworking space in Jefferson. Geoff Wood, who currently owns and runs two successful coworking spaces in Des Moines, has toured Jefferson and is interested in developing the first rural coworking space on our Square. He presented information on what his coworking spaces offer to a large group of potential users from our community. The meeting and presentation generated significant interest and the hope is to incentivize Geoff to move forward with the development.

-A third Unified Community Development Meeting was held at the Sierra Theatre on July 11. The July meeting brought together the local organizations that currently work on projects related to community development to discuss how to create a unified approach through a Community Development Board. Key topics discussed included:

- Central Website for Greene County events and tourism

- Joint meetings for all community development organizations/groups

- Coordinated calendar and how to distribute it

- Develop a master list of tourism events and the need for a Tourism Director

- Is there a need for a Community Development Director and what are responsibilities

- A video conference was held with Chatterkick, a social media agency that is helping with the project. They provided guidance on how to develop a Jefferson Marketing Plan and a media schedule to support it.

- The group decided to recruit a committee of young community leaders to work with Chatterkick to develop a marketing plan that fits their needs and establish a media plan to support it.

- The young leader's group is currently being formed with the first information gathering meeting to be held the second week in September. Chatterkick will then put together a proposed plan and return to go over the plan with the young leaders.

-GCDC attended the monthly Iowa Economic Development Marketing Meeting in Des Moines on July 22. The meetings covered future projects for the IED group. GCDC provided IED an update on the Forge Grand Opening and other rural technology related projects and updated the group on the new housing project.

-Attended the monthly WIAD meeting in Carroll on July 8. The meeting updated the yearly plan and discussed trade show participation for 2020. The next meeting is scheduled for Carroll on August 12.

- There is a Region XII Loan Review meeting scheduled in Carroll for August 7.

-GCDC met with a business interested in purchasing a frontage lot in the East Business Park on July 8. Maps were provided, they toured the site, and are now working on a business plan with SBDC.

-There is also a bid submitted on two acres in the West Business Park. The bid is currently under review.

-Held multiple meetings with Chatterkick to prepare for the marketing plan project and review their proposals.

-Sebourn Video developed a drone video for the Available Buildings Tour. The video is available on You Tube. Here is the link to watch the video: [https://www.youtube.com/watch?v=jeLswgr\\_Auk](https://www.youtube.com/watch?v=jeLswgr_Auk)

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **GENERAL ENGINEERING SERVICES**

#### **CITY OF JEFFERSON, IOWA**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between City of Jefferson, 220 North Chestnut Street, Jefferson, Iowa 50129, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 300 West McKinley Street, Jefferson, IA 50129, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional General Engineering Services in conjunction with various City projects and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

#### **SECTION I - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform General Engineering Services requested by the CLIENT as described in Section III-A of this Agreement.
- B. Upon mutual agreement of the parties hereto, Additional Project Engineering Services may be authorized by separate work order as outlined in Section III – B of this Agreement.

#### **SECTION II - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, drainage reports, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

Michael Palmer City of Jefferson City Administrator
City of Jefferson 220 North Chestnut Street Jefferson, IA 50129 Phone: (515) 386-3111

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

### SECTION III - COMPENSATION FOR SERVICES

- A. **Basic Services.** Bolton & Menk, Inc. proposes to serve the City of Jefferson on an hourly basis. Therefore, to assist the City in handling day-to-day general engineering items not associated with a particular project, it is proposed to perform these tasks at reduced rate of \$85/hour for the Consultant City Engineer and other professional engineers for non-project related services up to 20 hours per month, including three public meetings per month.

As this applies to non-project related items, the savings is generally related to expenditures from the general fund budget of the City.

For work requested in excess of 20 hours per month, standard hourly billing rates shall apply.

- B. **Project Engineering Services.** When requested by the Client, Bolton & Menk will develop, by Work Order, a scope of services and estimate of hours to complete each project. This information will be the basis for developing a fee for projects.

Billings are based on hours spent at rates in effect for the individuals performing the work. The hourly rates for Principals, Senior Associates, Associates and members of the staff vary according to skill and experience. These rates shall apply for projects for the period through December 31, 2019 and may be adjusted annually thereafter to account for changed labor costs, inflation or changed overhead conditions.

Hourly rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately, upon client approval. Rates and charges do not include sales tax, if applicable.

The CLIENT will compensate the CONSULTANT in accordance with the attached schedule of fees effective through December 31, 2019 for the time spent in performance of Agreement services.

#### IV - GENERAL

- A. **Standard of Care.** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.
- B. **Change in Project Scope.** In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.
- C. **Limitation of Liability.** CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.



Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

- D. **Insurance.** The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

- E. **Opinions or Estimates of Construction Cost.** Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.
- F. **Construction Services.** It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.
- G. **Use of Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S

purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

- H. **Reuse of Documents.** Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.
- I. **Confidentiality.** CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.
- J. **Period of Agreement.** This Agreement will remain in effect for a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.
- K. **Payments.** If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

- L. **Termination.** This Agreement may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

- M. **Contingent Fee.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

- N. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

**The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

- O. **Controlling Law.** This Agreement is to be governed by the law of the State of Iowa.

- P. **Dispute Resolution.** CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.

- Q. **Survival.** All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

- R. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**SECTION V - SIGNATURES**

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.**

CLIENT: City of Jefferson, Iowa

CONSULTANT: Bolton & Menk, Inc.

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

\_\_\_\_\_  
James D. Leiding P.E.  
Project Manager

\_\_\_\_\_  
Attest: Michael Palmer, City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date