

AGENDA

COUNCIL MEETING

Tuesday, January 26, 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. 1/12/16 regular council minutes.
- B. Kum & Go., LLC, #238, Class C Beer Permit.
- C. Fareway Stores, Inc. #888, Class E Liquor License.
- D. Jefferson Community Golf Course, Class C Liquor License

IV. NEW BUSINESS:

- A. Public Hearing for intent to apply for Community Development Block Grant.
- B. Consider approval of Resolution to apply for Community Development Block Grant.
- C. Consider resolution finding the existence of slum, blighted or economic development areas in support of CDBG Downtown Façade grant application.
- D. Consider approval of contract with Franks Group for Community Development Block Grant façade improvements.
- E. Consider awarding contract for Grimmell Road Lift Station Access Improvements.
- F. GCDC Quarterly update and request for funding.
- G. Consider approval for Fire Department to apply for grant to replace air packs.
- H. Consider approval of proposal from Automatic Systems for computer system upgrades at Wastewater Plant.
- I. Consider resolution approving agreement to acquire property at 204 E. McKinley St.

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 1/26/16

NEW BUSINESS

- A. **Public Hearing for intent to apply for Community Development Block Grant.**
- B. **Consider approval of Resolution to apply for Community Development Block Grant.**
- C. **Consider resolution finding the existence of slum, blighted or economic development areas in support of CDBG Downtown Façade grant application.**
- D. **Consider approval of contract with Franks Group for Community Development Block Grant façade improvements.** Attached is the statement of the architects responsibility along with the proposed cost.
- E. **Consider awarding contract for Grimmell Road Lift Station Access Improvements.**
- F. **GCDC Quarterly update and request for funding.**
- G. **Consider approval for Fire Department to apply for grant to replace air packs.** The Fire Department would like to apply to replace approximately 20 air packs. The intent is to apply for local grants to fund half the purchase of 10 air packs this year and 10 the following year. The Fire Chief, Randy Love, will be at the meeting to answer questions. Attached is a quote for equipment.
- H. **Consider approval of proposal from Automatic Systems for computer system upgrades at Wastewater Plant.** The Wastewater committee reviewed proposals to upgrade software and hardware computer improvements for the wastewater plant and are recommending a proposal by Automatic Systems Co. (attached)
- I. **Consider resolution approving agreement to acquire property at 204 E. McKinley St.** Attached is the location map and picture of the house. The intent is to demolish the house as soon as possible.

COUNCIL MEETING

January 12, 2016

5:30 P.M.

PRESENT: Ahrenholtz, Teeple, Sloan, Von Ahsen

ABSENT: Jaskey

Mayor Berry presided.

Nikki Uebel addressed the Council regarding Greene County Chamber as it related to the Hotel/Motel Tax.

On motion by Von Ahsen, second by Teeple, the Council approved the following consent agenda: December 8, 2015 Council Minutes, December 31, 2015 Special Council Minutes, Demolition reimbursement of \$2000 for house removed at 404 S Oak St, Hotel/Motel tourism reimbursement to Greene County Chamber for \$1,830.26, Class E Liquor License for Casey's General Store #1617, Class B Wine Permit, Class C Beer Permit for Dollar General Store #8463 and payment of monthly bills from City funds.

AYE: Ahrenholtz, Von Ahsen, Sloan, Teeple

NAY: None

On motion by Ahrenholtz, second by Von Ahsen, the Council approved the following appointments for the Police Department:

Mark Clouse	Police Captain
Heath Enns	Police Sergeant
Jason Kroeger	Police Patrolman
Kyle DeMoss	Police Patrolman
Patrick Gerhardt	Police Patrolman
Blayne Sunstrom	Police Patrolman

AYE: Teeple, Sloan, Ahrenholtz, Von Ahsen

NAY: None

On motion by Sloan, second by Von Ahsen, the Council approved the following Mayor/Council appointments:

Diane M. Kennedy	City Clerk
Robert Schwarzkopf	City Attorney
John Milligan	City Engineer
Nick Sorensen	Code Enforcement Officer
Diane M. Kennedy	City Treasurer
Nick Sorensen	Building and Zoning Official

AYE: Von Ahsen, Ahrenholtz, Teeple, Sloan

NAY: None

On motion by Von Ahsen, second by Sloan, the Council approved the following Mayor/Council appointments:

Housing Committee	Councilpersons Von Ahsen & Jaskey
Community Betterment	Councilpersons Teeple & Ahrenholtz
Park & Recreation Commission	Councilpersons Teeple & Sloan
Law Enforcement Entity Board	Councilpersons Ahrenholtz & Sloan
Police Dept. Committee	Councilpersons Ahrenholtz & Sloan
Wage & Benefit Committee	Councilpersons Von Ahsen & Ahrenholtz
Library Board	Councilperson Sloan
Water/Sewer Committee	Councilpersons Teeple & Von Ahsen
Street Committee	Councilpersons Von Ahsen & Jaskey
Cemetery Committee	Councilpersons Ahrenholtz & Jaskey
Airport Commission	Councilpersons Teeple & Jaskey (alternate)

TABLE OF ARTICLES

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9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

Background:

The City of Jefferson anticipates the preparation and submission of a grant application for the CDBG Downtown Revitalization Main Street Façade Rehabilitation Program, administered by the Iowa Economic Development Authority. In anticipation of these efforts, the Architect was selected by the Owner, via a competitive qualifications-based selection process in fall 2015. The CDBG application will be submitted by Region 12 Council of Governments, acting as Grant Administrator, on behalf of the Owner. Jefferson Matters (Jefferson's Main Street Iowa affiliate) will act in a supporting role with project advocacy and logistical organization.

A Letter of Engagement authorizing the start of the Architect's efforts was approved by the Owner in November 2015. This Agreement builds on the services covered in that Letter Of Engagement and covers the extent of services required in support of the CDBG application: Slum and Blight Assessment/Inventory/Target Area determination and Concept-level Pre-Design services outlined below.

The proposed project will involve the renovation of approximately 25 existing building facades in, or near, the Jefferson Square Commercial Historic District.

The project scope, the preliminary construction cost estimate, the buildings/owners participating, and the budgeting of an appropriate construction contingency are all to be determined through this initial pre-design scope of services.

Full project:

Kickoff meeting with Stakeholders to discuss process and logistics.

Slum and Blight:

- On-site documentation and visually assessment of all existing buildings within the proposed Target Area boundary area. This process will reference HUD's Slum and Blight National Objective, and work towards the completion of IEDA's 2016 application paperwork in IowaGrants.org.
- Preparation of assessment sheets for each existing building.
- Preparation of the Target Area Summary sheets
- Delineation of the boundaries of the proposed Slum and Blight Target Area.

Init.

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User Notes:

(1416787786)

In order to determine the eventual project scope and the related scope of services, following concept-level pre-design services will be performed:

- On-site photo survey of all subject building facades
- Field measure subject building facades for primary width and height dimensions that will permit concept design and cost estimating
- Develop a preliminary existing conditions graphic using façade photograph(s)
- Develop a three-tiered "bullet point" conceptual rehabilitation scope of work based on "good, better, best" extent and intensity of work for each façade. To be presented in a one-page graphic and text layout.
 - The proposed scope of work will be informed by Slum & Blight assessment observations, Historic Preservation recommendations with respect to maintaining existing Character-Defining Elements and aligning the proposed rehabilitation scope consistent with The Secretary of the Department of the Interior's Standards for the Treatment of Historic Properties, as well as building-related tasks typically considered for similar façade rehabilitation projects.
 - In the interest of expediency, these conceptual rehabilitation scopes will be developed with limited direct input and direction from the individual building owners.
 - It should be noted that these conceptual scopes are not to be understood as complete design proposals per se, but as a means to establish concept-level expectations for project scope and budget.
- Develop a three-tiered conceptual construction cost estimate based on "good, better, best" extent and intensity of work for each façade. To be presented in a 1-2 page spreadsheet format.
- Develop a project master summary spreadsheet containing the estimated construction costs and the estimated non-construction project costs for all of the subject building facades under consideration. To be presented in a 1-2 page spreadsheet format.

Due to the conceptual nature of the scope of services outlined above, the involvement of consulting engineers and other specialty consultants is neither anticipated nor included. Consultant roles and scopes of service will be described in the subsequent professional services agreement for design and construction observation services, when the Grant funds are awarded and the project moves forward.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

No project-specific requirement - Insurance coverage is in force: Allied Insurance – Policy # ACP BPO 7162241508 .

.2 Automobile Liability

No project-specific requirement - Insurance coverage is in force: Cameron Insurance Companies – Policy NBA7000900031.

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Compensation for designated services shall be hourly, subject to a not-to-exceed cap of \$ 36,500.00, inclusive of reimbursable expenses, with hourly rates based on the Architect's 2015 Standard Hourly Rates.

Slum and Blight survey, assessment, summary and supporting graphics are estimated as a professional time commitment of 2.0 hours per building within the proposed target area, incorporating a total of 80 structures to be documented. Total estimated professional staff time commitment is 160.0 hours.

Concept Level scoping and estimating is as a professional time commitment of 6.0 to 12.0 hours per building (variation due to surface area and architectural complexity) within the roster of approximately 25 potentially participating properties. Total estimated professional staff time commitment is 255.0 hours.

Reimbursable expenses (mileage, hotel, printing, etc...) are estimated to be \$1,300.00 – \$1,500.00.

Compensation for project-related reimbursable expenses is in addition to hourly fees, but subject to the total not-to-exceed cap.

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of Zero percent (0.00 %) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

N/A

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.



WE'VE GOT YOU COVERED

Quote

Date: #####

Quote #: [100]

Customer ID: [ABC12345]

To:	Derrik Bauer	Ship to:	[Name]
	Jefferson Fire Dept		[Company Name]
	220N Chestnut		[Street Address]
	Jefferson, IA 50129		[City, ST ZIP Code]
	[Phone]		[Phone]

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date

Qty	Item #	Description	Unit Price	Discount	Line Total
10.00	X3414021200202	Scott X3 airpacks, Snap change, PASS, DEBSS, 4500psi, 45 min	\$ 5,510.70		\$ 55,107.00
10.00	200129-01	4500psi,45 min snap change cylinders	\$ 1,076.40		\$ 10,764.00
10.00	201215-05	Scott AV3000	\$ 296.40		\$ 2,964.00
10.00	201275-01	Scott EPIC voice amps	\$ 386.10		\$ 3,861.00

Subtotal	\$ 72,696.00
Sales Tax	
Total	\$ 72,696.00

Make all checks payable to Ed M. Feld Equipment Co., Inc.
 Thank you for your business!

113 N. Griffith Rd., Carroll, IA 51401 800.568.2403 712.792.6658 sales@feldfire.com



AUTOMATIC SYSTEMS CO.

Mr. Danny Moranville
Jefferson, IA WWTP
220 North Chestnut Street
Jefferson, IA 50129

January 7, 2016

SUBJECT: Jefferson, IA WWTP SCADA Upgrade
Revision No. 1

Mr. Moranville,
Thank you for your request for the following proposal upgrading your current SCADA computer and software. Our proposal includes equipment and services as detailed below. Revision No. 1 includes the addition of the remote access which we previously discussed budget numbers based on adding after the SCADA Computer Upgrade Project. Our pricing below is now based on Item D being implemented at the same time of the SCADA Upgrade.

- A One (1) **SCADA Computer Workstation** to replace the existing including Dell Optiplex, 64 bit, HDD, 3.5 FDD, 8GB, 1333MHZ, SDRAM memory, graphics card, network card, data/fax internal modem, integrated sound card, read/write CD/DVD ROM, keyboard, mouse, Monitor to match existing screen resolution, including Windows Operating System, SP1 no Media kit, Microsoft Office Professional & Norton Antivirus.
- B One (1) **Ethernet to DeviceNet Communications Device** as required for interfacing the new SCADA computer with the existing PLC DH+ network.
- C One (1) **Wonderware Intouch Runtime License** to replace the existing development license. A runtime license is being provided as replacement to the existing development license saving cost on the current upgrade and future upgrades. A development license is only required if the city self-performs SCADA programming modifications.

All software files and media will be licensed in the city's name and turned over to the city upon completion.

- D One (1) **Remote Access Configuration** including addition of firewall hardware for secure internet connection and configuration of city provided smart phone or table for remote access to the WWTP SCADA computer.
- E One (1) **Lot of system setup and software configuration** to include the following:

1. Backup all critical data from the existing computer.
2. Unpack and setup the new computers.

MANUFACTURERS REPRESENTATIVES

- MAIN OFFICE P.O. BOX 120359
- BRANCH OFFICE P.O. BOX 787
- BRANCH OFFICE

SYSTEMS INTEGRATION

- ST. PAUL, MINNESOTA 55112 PHONE 651-631-9005
- AMES, IOWA 50010 PHONE 515-232-4770
- CHICAGO, ILLINOIS PHONE 815-927-3386

INSTRUMENTATION

- FAX (651) 631-0027
- FAX (515) 232-0795
- FAX (651) 631-0027

3. Install Windows operating system, Wonderware Graphic User Interface Software, MS-Office Suite, all associated drivers, and reinstall site specific user information and files.

Your net price for Items A thru E, FOB factory with **freight allowed** to jobsite including **one (1) year warranty** from date of startup (not to exceed 18 months from date of shipment).....**\$ 15,300.00 PLUS TAX .**

The above price for Item A thru E **does not** include any:

1. Sales or use taxes.
2. Bond costs.
3. Replacement of the existing Allen-Bradley SLC 5/04 DH+ processors.
4. Replacement of the existing operator interfaces.
5. Replacement of the existing DH+ cabling.
6. Utility Fees for installation of internet in the WWTP Office.

Thank you very much for the opportunity of providing you with the above proposal, should you wish to proceed with an order please sign on the space provided below and return a copy to this office.

We look forward to hearing from you, should you have any questions please don't hesitate to give me a call.

Sincerely,



Travis Moran
Automatic Systems Company

Accepted by: _____ Date: _____

Items Selected: _____



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Google



Google earth

