

CITY OF SIGOURNEY
REGULAR COUNCIL MINUTES

April 3, 1985

The City Council met in a regular scheduled Council meeting in the Council Chambers of the Memorial Hall on April 3, 1985 at 7:30 O'clock P.M. as posted and published. Mayor Deitrich presided at the meeting with the following Councilmen answering roll call: Aldrich, Butler, H. Seip, J. Seip, Garringer. Absent: Councilman Kerr.

Councilman H. Seip made the motion, seconded by Councilman Butler that the minutes of the regular meeting of March 20, 1985 be approved as presented.

Upon roll call the following voted:

Ayes: Aldrich, Butler, H. Seip, J. Seip, Garringer.

Nays: None.

Councilman J. Seip made the motion, seconded by Councilman Garringer that Jim Walthers, Jay Jaacks, Ryan Siskow, and Deb Moore be hired as Swimming Pool guards at the salary of \$525.00 per month. The manager Beth Hollingsworth salary will remain at \$600.00 per month and Assistant Manager Stefany Deitrich salary will be \$550.00 per month. Substitute guards approved were Amy Miner, Jeff Wallerich and Deb Davis. Upon roll call the following voted:

Ayes: Aldrich, Butler, H. Seip, J. Seip, Garringer.

Nays: None.

Councilman Butler made the motion, seconded by Councilman H. Seip that the City go ahead and hire Roberta Atwell to mow at the water tower and Earl Hahn to mow at the Water Plant and also behind the fire station. Upon roll call the following voted:

Ayes: Aldrich, Butler, H. Seip, J. Seip, Garringer.

Nays: None.

Councilman Butler made the motion, seconded by Councilman Aldrich that the City would rent a porta pot for out at the new baseball field located at the Legion Park. Upon roll call the following voted:

Ayes: Aldrich, Butler, H. Seip, J. Seip, Garringer.

Nays: None.

The mayor appointed a committee to study the proposal of L. E. Williamsons as to the City purchasing the Century Motors building. This committee being as follows: Harrison "Bud" Seip - Chairman, Russ Smeltzer, Burdette Bunce, William Schwenke, Don Clubb, Tom Siskow, Lyle Van Fleet, Michael Neary, Rob Marget, Bill Deitrich, Herb Peiffer, L. E. Williamson. They have set up a meeting for these men to get together with Mr. Williamson at 7:00 O'clock P.M. April 24, 1985 in the Council Chambers. This committee to report back to the Council at the June 5, 1985 meeting.

April 4, 1985

Mr. Steve Hoambrecker
Region VI
Iowa Dept. of Water, Air
and Waste Management
P. O. Box 27
Washington, Iowa 52353

Dear Mr. Hoambrecker:

As a result of your letter of October 26, 1984, we have instructed our engineers, French-Reneker-Associates, Inc. to help us prepare our wastewater Plan of Action. They have recently instructed us that formal wastewater discharge limitations have not yet been established for us. Apparently, you are actively working on this determination, and expect it to be completed by mid-April.

Since the wastewater discharge limitations affect the outcome of our Plan of Action, the final Plan of Action may not be completed by the April 26th deadline that you established. Therefore, we request that our Plan of Action deadline be extended to one month beyond the time that the wastewater discharge limitations are determined.

We are very interested in completing this Plan of Action as soon as possible, since our engineers have already been instructed by us to begin design work on the east treatment plant improvements. This has been possible as a result of our recent success in obtaining a Community Development Block Grant.

Thank you.

Sincerely,

CITY OF SIGOURNEY, IOWA


Bill Deitrich, Mayor

cc: French-Reneker-Associates, Inc.

ENGINEERING SERVICES AGREEMENT

French-Reneker-Associates, Inc., a firm of Consulting Engineers of Fairfield, Iowa (hereinafter referred to as the ENGINEER) hereby offers to provide engineering services to the City of Sigourney, Iowa (hereinafter referred to as the OWNER), in connection with the proposed sanitary sewer and aerated treatment lagoon improvements as included in the fiscal year 1985 CDBG Nonentitlement (Small Cities) Program.

I. SERVICES OFFERED

A. Preliminary Services

1. Fill out CDBG Environmental Clearance Worksheet, assist City Clerk with necessary public notices concerning environmental assessment.
2. Arrange for the preliminary subsurface investigations necessary to evaluate soil suitability of the alternate sites. Review the recommendations of the soils consultant and assist the OWNER with interpretations of these recommendations.
3. Perform survey and mapping necessary for preliminary lagoon layouts.
4. Prepare alternate lagoon layouts. Review these with the OWNER and assist with site selection.
5. Request site survey by IDWAWM and provide necessary maps and drawings for site evaluation.
6. Perform land survey, draw plats, write descriptions necessary for land acquisition, and submit this information to City Attorney.

B. Design Services

1. Make field surveys upon which to base detailed design.

2. Arrange for the subsurface investigation needed for final design. Review the recommendations of the soils consultant.
3. Make detailed designs.
4. Prepare detailed plans and specifications for sanitary sewer and lagoon.
5. Assist the City in obtaining an IDWAWM Construction Permit.
6. Tabulate project quantities and prepare cost estimates.
7. Furnish plans and specifications, upon request from potential bidders, for their use in preparing and submitting proposals.
8. Assist the OWNER in securing proposals from bidders, in analyzing such proposals, and in processing the construction contracts.
9. Conduct pre-construction meeting with Contractor.

C. Engineering Services During Construction

1. Establish basic survey control for construction staking for sewer and lagoon projects.
2. Make periodic engineering visits to the construction site as required to maintain contact with the work.
3. Interpret plans and specifications.
4. Review Contractor's submission of samples and shop drawings where applicable.
5. Prepare and submit proposed Contract Change Orders when applicable.
6. Review Contractor's monthly payment requests and make recommendations to the OWNER regarding payment.
7. Provide outside consultations and testing for materials quality control.

8. Process changes in approved plans and specifications.
9. Provide other engineering services specifically requested by the OWNER.
10. Make final inspection of construction and prepare a declaration of completion.
11. Prepare operation and maintenance manual for lagoon.

D. Construction Observation Services

1. Set construction stakes.
2. Perform observations of the various elements of the project during the construction process to determine compliance with the plans and specifications. (Nothing in this Agreement shall be construed to mean that the ENGINEER will direct the Contractor's operation; guarantee the Contractor's faithful performance of his Contract; or guarantee to detect faulty construction if it occurs.)
3. Make field measurements for final pay quantities after completion of the project.

II. REMUNERATION

The ENGINEER shall submit a monthly statement for payment for work he has performed under this Contract for which he believes he is entitled to receive payment.

The fee due on each statement shall be the sum of the costs plus expenses as defined below:

Costs-----Two (2) Times Payroll Costs
 Outside Expenses-----Actual Amount

The term Payroll Costs means the compensation paid to principals and employees when engaged directly on the assignment, plus the cost of fringe benefits.

The term Outside Expense means non-payroll costs incurred directly in connection with the assignment: such as travel expenses; long distance phone calls; outside testing and consulting services; materials; supplies; computer services; etc.

Upon review and approval of the statement by the OWNER, payment will be made promptly in the amount of 100% of the work covered by the statement. The payment due the ENGINEER shall be made prior to the end of the month if the statement is received by the tenth (10th) of the month.

An engineering budget has been established as shown below. This budget has been estimated to cover the cost of the engineering services envisioned in this Agreement. If at any time during the course of the work, it appears that the unexpended portion of the budget is not sufficient, the ENGINEER shall make a detailed report to the OWNER, requesting direction as to how the remaining portion of the budget is to be expended.

<u>Contract Section I</u>	<u>Engineering Budget</u>
A & B	\$46,000
* C & D	\$34,000

* This estimate is based upon timely completion by the Contractor, and one-half time construction observation.

III. SCHEDULE

The following project schedule has been established to aid the coordination of the project and to encourage timely completion. The ENGINEER will endeavor to complete his work within the schedule.

It is understood that the achievement of the project schedule will be dependent upon timely reviews, right-of-way acquisition if needed, timely Notice to Proceed to the ENGINEER and Contractor, weather conditions, Contractor's performance, and other activities beyond the control of the ENGINEER.

Approval of Engineering Services Agreement and issue Notice to Proceed	April 3, 1985
Acquisition of lagoon site by OWNER	June 1, 1985

Plans and specifications placed on file (80 days after access is obtained to the site)

August 21, 1985

Receive bids

Sept. 4, 1985

Begin construction

Sept. 15, 1985

Complete construction

April 15, 1986

IV. DURATION OF CONTRACT

This Contract will remain in full force and effect until terminated. It may be terminated by either party upon two weeks written notice and payment by the OWNER for the work done at the rate set forth in Section III.

V. SPECIAL PROVISIONS

It is further mutually agreed by the parties hereto that:

- A. The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, as follows:
1. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 2. The ENGINEER will, in all solicitations or advertisements for employees placed by or on

behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The ENGINEER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Engineer's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The ENGINEER will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The ENGINEER will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with rules, regulations, and orders.
6. In the event of the ENGINEER's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The ENGINEER will include the provisions of Paragraphs 1. through 7. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965,

so that such provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by contracting agency, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

- B. The ENGINEER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to his books, records, and accounts by the OWNER, Department of Housing and Community Development, the Secretary of Labor, the Office of Planning and Programming and/or their authorized representative(s) for purposes of investigation to ascertain compliance.
- C. In the event of the ENGINEER's noncompliance with the compliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement, may be canceled, terminated or suspended in whole or part and the ENGINEER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and other such sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or as otherwise provided by law.
- D. Under Title VI of the Civil Rights Act of 1964, no person shall on the basis of race, color, national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- E. No person in the United States, shall on the basis of race, color, national origin, sex, age, or handicap condition be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT

ACT OF 1974, AS AMENDED (42 U.S.C. 5309) and the AGE DISCRIMINATION ACT OF 1975, AS AMENDED (42 U.S.C. 6202 et seq.).

- F. The work to be performed under this Agreement is on a project assisted by Federal financial assistance from the Office for Planning and Programming as is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (123 U.S.C. 1701u). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Project.
- G. The parties of this Agreement will comply with the provisions of said Section 3 and certify and agree that they are under non-contractual or other disability which would prevent them from complying with the requirements.
- H. No member of the governing body of the OWNER and no officer, or agent of the OWNER and no other officer, employee, or agent of the OWNER who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Agreement; and the ENGINEER shall take appropriate steps to insure compliance.
- I. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the ENGINEER shall take appropriate steps to insure compliance.
- J. The ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of this supervision hereunder. The ENGINEER further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- K. The ENGINEER will comply with Attachment C, Retention and Custodial Requirements for Records, of the Office

of Management and Budget (OMB) Circular A-102 whereby the ENGINEER will provide access to all books, financial transactions, vouchers, records, etc. in connection with referenced contract and program and retain and maintain all records for a period of three years after all grant requirements have been completed.

FRENCH-RENEKER-ASSOC., INC.
(ENGINEER)

DATE: April 3, 1985

SIGNED: W. Daniel Reneker
W. Daniel Reneker,
President

The above Proposal is hereby accepted by the City of Sigourney, Iowa.

ATTEST:

CITY OF SIGOURNEY, IOWA (OWNER)

Velda Lippard

Signed: William Patrick

Date: 4-3-85

(April 3, 1985 minutes continued)

Bernard Hermann was before the Council to ask if he could landscape the ground he had purchased from the Railroad and establish an alley to the north of his lot.

A letter to Mr. Steve Hoambrecker of the Iowa Department of Water, Air, and Waste Management was read and the Mayor signed same to be mailed. A copy of this letter being made a part of these minutes.

Ken Bucklin from French Reneker Associates was before the Council with the City maps showing the water lines, hydrants and curb stops.

Councilman H. Seip made the motion, seconded by Councilman Aldrich that the City accept Site #1 as the site for the City Lagoon. Upon roll call the following voted:

Ayes: Aldrich, Butler, H. Seip, J. Seip, Garringer.

Nays: None.

Councilman H. Seip made the motion, seconded by Councilman J. Seip that the Service Agreement for French -Reneker Associates be approved. A copy of this agreement being made a part of these minutes. Upon roll call the following voted; Ayes: Aldrich, Butler, H. Seip, J. Seip, Garringer.

Nays: None.

Michael Neary, City Attorney was going to contact the ones who own the property that the City is talking about buying for the East Treatment Lagoon.

Michael Neary is also to get a land appraisal for this property.

Mayor Deitrich read Howard Burch's letter to the Council in regard to his finishing up his contract from last fall, this being on the water line extension. The Council requested that the City Attorney contact Howard Burch's Bonding Company on this.

The Storm sewer down behind the Clubb house was discussed and they were going to try and get someone in to get cleaned out before they do the Highway going east on 92.

Mayor Deitrich requested that Willis Jaacks proposed storm sewer sketch be tabled until the next meeting this being held April 17, 1985.

Councilman H. Seip made the motion, seconded by Councilman Aldrich that the following bills be approved and warrants issued in payment thereof. Upon roll call the following voted: Ayes: Aldrich, Butler, H. Seip, J. Seip, Garringer. Nays: None.

Herman M. Brown Company- Supplies and parts	739.35
Strobel Brothers- Repairs to Garbage truck & Sweeper	773.97
William Deitrich- Salary	200.00
Petty Cash-Reimbursement	8.99
United States Post Office- Roll of stamps	22.00

Bailey's Typewriter Exchange Inc.- Typewriters and supplies	1,160.91
Kind's Jack and Jill- Supplies Police, Clerk's Office	6.16
Adult Education Division- School for Police	130.00
General Telephone Co. of the Midwest-City Phones	135.62
Firestone Phelps Auto Supply-Petroleum products	1,023.55
Sigourney Lumber & Supply- Supplies for Park, Pool, Street, & Memorial Hall & Water Dept.	271.94
Iowa Department of Transportation- Supplies	195.42
M.P.H. Industries Inc.- Repairing radar	44.35
Utility Equipment Co.- Meters and supplies	781.74
Greenleys Corporation- Supplies	19.90
Mid Continent Laboratories, Inc.- Supplies for Pool	796.39
H & M Farm and Home Supply Co.- Supplies	55.45
Sigourney Oil Inc.- Petroleum products	9.50
Semco Sanitary Landfill-Landfill charges for March	557.40
The Parts Place- Supplies	123.29
Bill & Ray's Chrysler-Plymouth -Repairs to water truck	178.55
Greene Mobil Oil- Gas for Police car	12.06
John Hanchett- work at the pool and park	320.00
Larry Smith- Diving for police dept.	30.00
Keokuk County Disaster services- Walkie talkie for Police	200.00
Matt Parrott & Sons Co.- Supplies for Office	262.40
Seeger Auto Parts Co. Inc.- Supplies	90.63
Wayne Davis Trucking- Hauling rock	83.60
Iowa Southern Utilities Co.- Lights, gas power	5,919.64
Kaser Corporation-rock	210.08
Black & Decker- Switch on shop grinder	8.04
Keokuk County Treasurer- Taxes	207.05
Sigourney Oil Inc. - Deisel Fuel	220.56
French-Reneker Associa Inc.- Surveying	14,354.61
Sigourney News-Review- Official Publications	108.26
Home Oil Inc.-Gas for Police Car	158.62
United Central Bank-Safety Deposit Box rent	5.00
Employees Payroll March 16th thru March 30, 1985	6,191.30
IPERS-FOAB= Fica for March 1985	1,218.84
Iowa Public Emp. Ret. System- Iprs for Police	502.16
Keokuk County State Bank- Federal withholding	1,820.60
Blue Cross- Blue Shield Hospital Ins. for employees	2,067.52
Treasurer- State of Iowa- Iowa state Tax	540.92
Treasurer-State of Iowa-Iowa state tax- Library	30.42
Iprs for regular Employees	1,085.03
Iprs for Library	117.38
Treasurer-State of Iowa Sales tax	189.95
James Fry-Iprs refund for 4th quarter-1984	10.73

There being no further business to be brought before the Council, upon motion meeting adjourned in form.

Attest: Uella P. Lippard
CITY CLERK

William DeWitt
MAYOR