

City of Atkins City Council Meeting Regular Session

Tuesday, July 9, 2024 at 6:30 p.m.

City Hall Council Room, 480 Third Avenue, Atkins, Iowa, 52206

The meeting is to be broadcast on <https://www.youtube.com/@CityofAtkinsIA>. Public comments may be received at the office of the City Clerk, Atkins City Hall, 480 Third Avenue, Atkins and as provided in-person below.

Contact the City Clerk at 319-446-7870 or email cityhall@cityofatkins.org if you plan to speak before the Council on an agenda item.

NOTICE AND CALL OF PUBLIC MEETING. The Mayor and Council welcome comments from the public during public input time. You are required to approach the podium and state your name and address for the record and to limit the time used to present your remarks in order that others may be given an opportunity to speak. The order of business is at the discretion of the Chair. The meeting may be recorded.

A G E N D A

Pledge of Allegiance

1. Call to order and roll call by Mayor Bruce Visser.
2. Approve the Agenda
3. Consent agenda:
 - a. Approve City Council Minutes of June 25, 2024.
 - b. List of Bills for Approval
 - c. Motion to renew Class B Retail Alcohol License to DolgenCorp, LLC, doing business as Dollar General #23186, 402 Stonebrook Drive, Atkins.
 - d. Resolution authorizing payment of contractor's pay request 5 in the amount of \$52,530.93 to Ralston Eco Homes LLC of Shellsburg, Iowa per IEDA CONTRACT 20-DRH-013.
4. Presentation by Nick Eisenbacher, Snyder & Associates
 - a. Resolution authorizing a Lead and Copper Service Line Inventory with Snyder & Associates Inc. for a total amount of \$15,000.
5. Reports:
 - a. Mayor's Report
 - b. Interim City Administrator's Report
 - c. Council member Reports
6. Future Agenda Item Discussion:
7. Public input for items not on the agenda. Comments are limited to 3 minutes.

Correspondence received:
8. Next regular council meeting to be held July 23, 2024, at 6:30 p.m. City Hall/Library, Council Room, 480 3rd Avenue, Atkins, IA.
9. Adjournment.

This Notice is given at the direction of the mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the City of Atkins, Iowa.

Posted July 5, 2024, City Hall and Post Office.

**City of Atkins City Council Meeting Regular Session
 Tuesday, June 25, 2024 at 6:30 p.m.
 City Hall Council Room, 480 Third Avenue, Atkins, Iowa, 52206**

Mayor Bruce Visser called the meeting to order at 6:35 pm.

Present were Council members Trevor Dursky, David Fisher, Jim Koehn, Samantha Petersen, EJ Bell (joined by telephone at 6:40 pm), and Mayor Bruce Visser. Also present were Interim City Administrator Sandi Fowler, City Attorney Doug Herman by telephone, and members of the public.

Petersen moved to approve the agenda. Dursky seconded the motion. Fisher questioned the Solum Lang contract amendment being back on the agenda after it failed approval. He further stated that he thought as a result of the prior vote, that the matter would be going to a voter referendum. City Attorney Doug Herman responded that while some cities have adopted Council policies to address when items can be reconsidered, Atkins has not. Council member Petersen stated she had requested the Solum Lang contract amendment be put on the agenda with some modifications, and shared that she felt the Fire Station Project is too important to wait any further for action. Fowler shared information regarding the reverse referendum process that the City of Atkins has followed to approve the project's funding.

Council member EJ Bell joined the meeting telephonically at this time. Council member Koehn spoke to the number of City Council and public meetings that were held prior to the decision of the City Council to approve the bonding process that required a reverse referendum. The vote on the motion to approve the agenda was taken with Ayes: Bell, Dursky, Fisher, Petersen, and Koehn. Nays: None. Motion carried.

Petersen moved to approve the consent agenda. Dursky seconded the motion. Consent agenda items included City Council meeting minutes for May 28, 2024, June 11, 2024, and June 18, 2024 (special session) and the List of Bills for approval. Ayes: Bell, Dursky, Fisher, Petersen, and Koehn. Nays: None. Motion carried.

CITY OF ATKINS - ACCOUNTS

CLAIMS REPORT 06.25.24

VENDOR	REFERENCE	AMOUNT	CHECK #
EFTPS	FED/FICA TAX	2,398.70	13274404
IPERS	IPERS REGULAR	3,553.87	13274405
TREASURER STATE OF IOWA	STATE TAXES	2,678.82	13274406
AMY BREESE	HSA 6/21/24	50	13274407
TODD DAMON	HSA 6/21/24	111.53	13274408
MIKE RAMMELBERG	HSA 6/21/24	73.07	13274409
JARROD TOMILNSON	HSA 6/21/24	200	13274410
PAYROLL EMPLOYEE CHECKS	PAYROLL 6/15/24-6/21/24	7983.81	10840-10846
ACCESS SYSTEMS	NETWORK SUPPORT	980.38	10847
ACCESS SYSTEMS LEASING	EQUIPMENT LEASES/COPIERS	2162.47	10848
ALLIANT ENERGY	UTILITY EXP	3145.29	10849
B & R ENTERPRISES LLC	SIREN BATTERY	374.5	10850
BAKER & TAYLOR	BOOKS	122.84	10851
BENTON COUNTY SOLID WASTE COMM	TIPPING FEES	2,395.68	10852

BOUND TREE Medical, LLC	EMS EQUIPMENT	32,049.99	10853
DAKOTA SUPPLY GROUP	BROWN SUPPLY CO	2,835.60	10854
CEDAR VALLEY HUMANE SO	ANIMAL CONTROL	130	10855
CHEM-SULT, INC.	CHEMICALS	19,888.45	10856
DEMCO	BOOKS	166.39	10857
EVERGREEN LANDSCAPE NURSRY	SUPPLIES	560	10858
IOWA LEAGUE OF CITIES	MEMBER DUES 7/1/24-6/30/25	1,664.00	10859
IPERS	IPERS REGULAR	1,866.86	10860
JETCO, INC.	WWTP	2,965.50	10861
KEN-WAY EXCAVATING	JET & VAC TRUCK	1,056.25	10862
L.L. PELLING CO.	STREET MAINT	5,562.83	10863
MENARD'S	SUPPLIES	345.3	10864
NATIONAL MISSISSIPPI RIVE	EDUCATIONAL PROGRAM	563.3	10865
SOLBERG'S INC.	NAME TAGS/DESK HOLDERS	276.49	10866
WELLMARK BC/BS OF IOWA	JULY PREMIUM	2178.3	10867
WILD'S CUSTOM MOWING	MOWING FOR APR/MAY	390	10868
Accounts Payable Total			90,746.41
Payroll Checks			7,983.81
***** REPORT TOTAL *****			98,730.22
NO FUND ASSIGNED			
GENERAL			51,897.75
ROAD USE TAX			9,032.79
WATER			28,757.48
SEWER			9,042.20
TOTAL FUNDS			98,730.22

Presentation was made by Sandi Fowler, Fowler Public Sector Consulting, regarding her role as interim city administrator. Fisher moved approval of Resolution 2024-06-07 approving contract amendment #1 with Fowler Public Sector Consulting, LLC to interim city administrator services agreement, extending the contract on a month-to-month basis. Petersen seconded the motion. Discussion included a desire for Fowler to identify projects each month to accomplish with Council providing feedback on prioritization of the list, and to identify base-line tasks, such as Council proceedings to provide. Vote on the motion, Ayes: Council members Bell, Dursky, Fisher, Petersen and Koehn. Nays: none. Motion carries.

Discussion regarding staffing recommendations was held. A combination of permanent positions were discussed as well as the use of outsourcing specific work. Petersen made a motion to direct Fowler to identify professional search firms to assist the City Council to hire both a permanent City Clerk and City Administrator. Fisher seconded the motion. Dursky clarified the motion to state that the firms need not specialize in municipal government, that we should identify local firms, and that both positions are included. Vote on the motion, Ayes: Council members Bell, Dursky, Fisher, Petersen and Koehn. Nays: none. Motion carries.

Mayor Visser identified Dick Lange for public comment on the Fire Station Project agenda item as he had requested to speak per the process identified at the top of each agenda. Dick Lange read the letter he had addressed to the City Council urging the Council to support the 100% design project and to acknowledge the small portion of the overall project cost that would be borne by Atkins property tax payers.

Council member Petersen moved to approve Resolution 2024-06-08 approving contract amendment #01A with Solum Lang Architects, LLC for revisions to the final design and construction documents for the Atkins Fire Station Project – Setting Scope and Funding. Council member Dursky seconded the motion, and asked for Council discussion of the action. Petersen stated the Fire Station project is too important to push out any further and that she had asked for it to be re-visited. Petersen believes that Option B approved on May 28 is a good path forward to not miss this construction season, and stated that the process to re-design with Solum-Lang can result in designing a building the community will be proud of and a fire station that serves the community well. The option brings the cost estimate down and that is important to some in the community. Fisher stated that he believes the Fire Station is important but that he had heard a lot of negative feedback from citizens about the cost of the project. Dursky asked the Council if they can agree to move forward and work together on the design. Vote on the motion, Ayes: Dursky, Petersen, Koehn. Nays: Bell. Abstain: Fisher.

Mayor Visser reported that water hydrants were being replaced in town, that chip sealing was being done, and that he had attended a Benton County Landfill Commission meeting this week. Fowler also reported that street line painting was being done. Council reports were made.

Public comments were received from the public in-person and in writing.

Mayor Visser announced that the next regular council meeting will be held July 9, 2024, at 6:30 p.m., City Hall/Library, Council Room, 480 3rd Avenue, Atkins, IA.

Council member Dursky moved to adjourn the meeting, seconded by Fisher. Ayes: Bell, Dursky, Fisher, Petersen and Koehn. Nays: none. Motion carried. Meeting adjourned at 9:17 pm.

Sandi Fowler, Interim City Administrator

Bruce Visser, Mayor

CITY OF ATKINS - ACCOUNTS PAYABLE RUN

CLAIMS REPORT 07.09.24

VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE	NOTES
USPS - POSTMASTER	POSTAGE FOR JUNE24 BILLS	324.89	10869	6/26/2024	**CHECK PRINTED PRIOR TO CHECK RUN**
PAYROLL COUNCIL CHECKS	PAYROLL Q2	2935.53	10870-10875	6/28/2024	**PAYROLL COUNCIL CHECKS**
VOIDED IN ERROR	**VOIDED IN ERROR**	0	10876	6/28/2024	**VOIDED IN ERROR**
KARL CHEVROLET	2024 RAM FIRE VEHICLE	44,897.00	10877	6/28/2024	**CHECK PRINTED PRIOR TO CHECK RUN**
EFTPS	FED/FICA TAX	378.94	13274411	6/28/2024	**ELECTRONIC PAYMENT**
USPS - POSTMASTER	JULY 24 NEWSLETTER	166.66	10878	7/3/2024	**CHECK PRINTED PRIOR TO CHECK RUN**
USPS - POSTMASTER	JULY24 NEWSLETTER	45.05	10879	7/3/2024	**CHECK PRINTED PRIOR TO CHECK RUN**
PAYROLL EMPLOYEE CHECKS	PAYROLL 6/16/24-6/29/24	8978.42	10880-10888	7/3/2024	**PAYROLL EMPLOYEE CHECKS**
EFTPS	FED/FICA TAX	2,918.08	13274413	7/3/2024	**ELECTRONIC PAYMENT**
IPERS	IPERS REGULAR	1,956.23	13274414	7/3/2024	**ELECTRONIC PAYMENT**
TREASURER STATE OF IOWA	STATE TAX	456.72	13274415	7/3/2024	**ELECTRONIC PAYMENT**
AMY BREESE	HSA 7/3/24	50	13274416	7/5/2024	**ELECTRONIC PAYMENT**
TODD DAMON	HSA 7/5/24	111.53	13274417	7/5/2024	**ELECTRONIC PAYMENT**
MIKE RAMMELBERG	HSA 7/5/24	73.07	13274418	7/5/2024	**ELECTRONIC PAYMENT**
JARROD TOMILNSON	HSA 7/5/24	200	13274419	7/5/2024	**ELECTRONIC PAYMENT**
ALLIANT ENERGY	UTILITY EXP	12213.33	10889	7/9/2024	
ATKINS LUMBER CO. INC.	SUPPLIES	41.83	10890	7/9/2024	
ATKINS TELEPHONE CO..INC.	TELEPHONE	583.67	10891	7/9/2024	
BADGER METER	ORION CELLULAR	92.24	10892	7/9/2024	
BAKER & TAYLOR	BOOKS	17.1	10893	7/9/2024	
DAKOTA SUPPLY GROUP	SUPPLIES	16,248.00	10894	7/9/2024	
CATERPILLAR FINANCIAL SER	LEASE FOR EXCAVATOR	3079.76	10895	7/9/2024	
CHEM-SULT, INC.	CHEMICALS	4,090.90	10896	7/9/2024	
Creative Technologies	SUPPORT FOR MAR, APR, MAY	885	10897	7/9/2024	
D P PROPERTIES	CLEANING LIBRARY-JUNE 24	1,015.00	10898	7/9/2024	
FOWLER PUBLIC SECTOR CONS	CONSULTING 061024-063024	10,750.00	10899	7/9/2024	
GAZETTE COMMUNICATIONS, Inc.	2023 WATER QUALITY REPORT	609.65	10900	7/9/2024	
IOWA DNR	ANNUAL WATER SUPPLY PERMIT FEE	225.58	10901	7/9/2024	
IRON MOUNTAIN INCORPORATED	5/29/24-6/25/24	120.33	10902	7/9/2024	
L.L. PELLING CO.	STREET MAINT	69,852.45	10903	7/9/2024	
M & D MINI STORAGE	Derecho - costs	70	10904	7/9/2024	
MIDAMERICAN ENERGY	UTILITY EXP	22.88	10905	7/9/2024	
USPS - POSTMASTER	ANNUAL PO BOX FEE	320	10906	7/9/2024	
POWESHIEK WATER ASSOICATION	UTILITY EXP	49.25	10907	7/9/2024	
SNYDER & ASSOCIATES	ENGINEERING	11,031.62	10908	7/9/2024	
STATE AUDITOR OF IOWA	2015-2021 SPECIAL INVEST PMT#2	70,889.35	10909	7/9/2024	
THE DEPOT EXPRESS	FUEL-JUNE 2024	1,783.54	10910	7/9/2024	
TRIONFO SOLUTIONS, LLC	LIFE INS - JULY 2024	148.44	10911	7/9/2024	
TRUGREEN	WEED CONTROL	550	10912	7/9/2024	
U S CELLULAR	CELL PHONES	247.65	10913	7/9/2024	
WASTE MANAGEMENT	GARBAGE COLLECTION	16,804.26	10914	7/9/2024	
Accounts Payable Total		273,320.00			VERIFIED AMT 7/8/24-AB
Payroll Checks		11,913.95			VERIFIED AMT 7/8/24-AB
***** REPORT TOTAL *****		<u>285,233.95</u>			
NO FUND ASSIGNED					
GENERAL		163,765.55			
ROAD USE TAX		77,226.89			
FEMA		70			
WATER		30,031.93			
SEWER		14,139.58			
TOTAL FUNDS		<u>285,233.95</u>			

RESOLUTION NO.

**A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTORS PAY REQUEST 5
IN THE AMOUNT OF \$52,530.93 TO RALSTON ECO HOMES LLC OF
SHELLSBURG IOWA PER IEDA CONTRACT 20-DRH-013**

WHEREAS, the City of Atkins (City) has a contract agreement with Iowa Department of Economic Development (IEDA), East Central Iowa Council of Governments (grant administrator) and Ralston Eco Homes LLC (Contractor to execute the IEDA CONTRACT 20-DRH-013 (contract) program as described in the agreement, and

WHEREAS, the 20-DRH-013 contract program is for New Resilient Affordable Single-Family Housing in the City for derecho disaster recovery, and

WHEREAS, the funds for the contract are pass-through funds provided to the City by IEDA for pass-through to the contractor, and

WHEREAS, the City has requested the proper pass-through funds from IEDA, via the grant administrator on document GAX 7 dated 06/26/2024, and

WHEREAS, the contractor has submitted pay request 5 in the amount of \$52,530.93 for the contract duties completed 03/01/2024-05/31/2024, and

WHEREAS, the grant administrator and the architect have reviewed the contractor pay request 5 as submitted and finds the request proper,

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Atkins, Iowa, hereby approves the following:

Section 1: Directs and authorizes the Mayor and City Clerk to execute the contractor payment request 5 in the amount of \$52,530.93 to Ralston Eco Homes LLC of Shellsburg, Iowa per the IEDA CONTRACT 20-DRH-013 for work completed, and

Section 2: City payment to Ralston Eco Homes LLC is contingent upon receipt of grant funds.

Voting:

Bruce Visser, Mayor

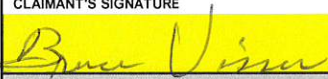
ATTEST:

Sandi Fowler, Interim City Administrator

Attach supporting documentation to the back of this form

STATE OF IOWA

GAX

BUDGET FY 2024		General Accounting Expenditure						DOCUMENT NUMBER 7								
		DATE 6/26/2024			ACCTG PERIOD (mm/yy) 3/1/2024 - 5/31/24											
VENDOR CODE						AGENCY NAME										
VENDOR NAME AND ADDRESS City of Atkins PO Box 171 Atkins, IA 52206						BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 1963 Bell Avenue, Suite 200 Des Moines, Iowa 50315				SHIP TO ADDRESS						
TERMS		FOB		ORDER APPROVED BY				GOODS RECEIVED/SERVICES PERFORMED DATE INITIALS								
QUANTITY		VENDOR'S INVOICE NUMBER														
ORDERED	RECEIVED	UNIT OF MEASURE						UNIT PRICE		TOTAL PRICE						
				Request for Payment under 2019 CDBG-DR Contract Number: 20-DRH-013 Report Number: 7						\$ 52,530.93						
DOCUMENT TOTAL								\$ 52,530.93								
CLAIMANT'S CERTIFICATION						AGENCY CERTIFICATION										
I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID.						I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY:										
DATE		6/26/2024		TITLE		Mayor, City of Atkins				CODE OR CHAPTER SECTION(S)						
CLAIMANT'S SIGNATURE 						AUTHORIZED SIGNATURE										
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																
DOC TYPE (GAX) GAX		DOC NUMBER 7		DOC DATE		ACCTG PRD	BUDGET FY 21	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER AGCY			
VENDOR CODE		ADDR OVERRIDE		F/A INDICATOR	EFT IND	TEXT -po's only (Y/N)			TEXT (po's only)							
REF DOC TYPE		REF DOC NUMBER		REF DOC LINE		COM LN	VEND INVOICE #		COMMODITY CODE		GS CONTRACT					
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	I/D	DESCRIPTION	AMOUNT	I/D	P/F
01	0001	269	C500				4125							\$ 52,530.93		
02																
03																
04																
05																
06																
07																

DOCUMENT TOTAL \$ 52,530.93

GAX

WARRANT #

AUDITED BY

PAID DATE

RESOLUTION

A RESOLUTION AUTHORIZING A LEAD AND COPPER SERVICE LINE INVENTORY WITH SNYDER & ASSOCIATES, INC. FOR A TOTAL AMOUNT OF \$15,000

WHEREAS, the United States Environmental Protection Agency (US EPA) published revisions to the Lead and Copper rule requiring all community water systems to conduct a comprehensive inventory of publicly owned and privately owned service line materials regardless of ownership, and

WHEREAS, the Atkins water system is required to submit a final service line inventory and summary report prior to October 16, 2024, and

WHEREAS, the City of Atkins has asked City Engineer Snyder & Associates to provide a contract and scope of work for these services, now therefore

BE IT RESOLVED that the City Council of Atkins, Iowa, authorizes the contract with Snyder & Associates INC for a Lead and Copper Service Line Inventory for the total amount of \$15,000.

Passed and approved this 9th day of July, 2024.

Voting:

Bruce Visser, Mayor

ATTEST:

Sandi Fowler, Interim City Administrator

NOW ON THIS ____ day of _____, 20____, **Auto filled** Choose a Snyder Address (hereinafter, Professional), and

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: _____
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Neither the Client or Professional shall sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of the other.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All field data, calculations, notes, reports, drawings, specifications, electronic and hard copy files, and other documents prepared by Professional for the Project are acknowledged to be instruments of service. Nevertheless, upon completion of the services and payment in full of all monies due to the Professional, the final project documents prepared under this Agreement shall become the property of the Client. Client shall not make any modifications to the documents or reuse at a different site without prior written authorization of the Professional.

ADDITIONAL TERMS AND CONDITIONS

- 9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
- 10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
- 11. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
- 12. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
- 13. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 14. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought to court in, Linn County, Iowa.
- 15. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A []
 Exhibit [] []

Exhibit [] []
 Exhibit [] []

 (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
 (Authorized agent)

By: _____
 (Authorized agent)

 (Printed or typed signature)

 (Printed or typed signature)

Route executed copy to: | |

EXHIBIT A**LEAD AND COPPER SERVICE LINE INVENTORY
CITY OF ATKINS**

CLIENT: CITY OF ATKINS
480 3RD AVE
ATKINS, IA 52206
C/O [SANDI FOWLER INTERM CITY ADMINISTRATOR]

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
900 BELL DR SW
CEDAR RAPIDS, IOWA 52404

PROJECT: LEAD AND COPPER SERVICE LINE INVENTORY

DATE: April 15, 2024

SCOPE OF SERVICES:

On January 15, 2021, the United States Environmental Protection Agency (US EPA) published revisions to the Lead and Copper rule known as the Lead and Copper Rule Revisions (LCRR). Through the LCRR, US EPA requires all community water systems to conduct a comprehensive inventory of both publicly owned and privately owned service line materials “regardless of ownership”. The LCRR requires water systems to identify any lead, galvanized steel pipe requiring replacement (GRR), or “lead status unknown” service lines and to make the inventory information publicly available.

I. SERVICE LINE INVENTORY

- A. The PROFESSIONAL will prepare a service line inventory for the CLIENT. The service line inventory will be prepared in the format required by the Iowa DNR, will categorize pipe materials for every service line as either lead, not lead, or unknown, and will include information about the location of each service line.
- B. Data Collection:
 - a. The PROFESSIONAL will document the approach used to prepare the service line inventory based on review of available records pertaining to service line year of construction and pipe materials obtained from the CLIENT, and observations of service line pipe materials at CLIENT water system’s service connections. This information will be presented in a summary report.
 - b. The PROFESSIONAL will engage with the county assessor to collect documentation regarding the date of construction. Lead was banned from use in public water systems and plumbing in 1986, with enforcement mandated by June of 1988. If a home was constructed after 1988 in Iowa, it is expected that the service line for that home was constructed using material other than lead.

- c. The PROFESSIONAL will perform a water system records review, as may be available, including meeting with water system personnel and interviewing local plumbers and former water system staff, etc.
- C. Public Outreach/Input
- a. The PROFESSIONAL will provide public information and outreach materials in a format for website and mailing distribution. The CLIENT will be responsible for distributing the public information. This information is intended to inform the CLIENTS water customers of the inventory needs and how customers can actively participate.
 - b. ONLINE ENGAGEMENT –The PROFESSIONAL will create an online public engagement webpage for the project that will display a survey and information that the public can review related to the water pipe types. The design of the online engagement and methods by which feedback can be provided will be agreed upon between PROFESSIONAL AND CLIENT.
 - c. REPORTING PUBLIC FEEDBACK – The PROFESSIONAL will compile all of the public feedback gathered and will be organized and provided to CLIENT.
 - d. The PROFESSIONAL shall develop and implement a communications outreach campaign to engage private property owner self-verification. The PROFESSIONAL will establish and coordinate all communications deliverables (project notifications, owner surveys) to water customers. The PROFESSIONAL shall assist with commercial and residential water user support, document all feedback and verification results into the database, and communicate all findings to the CLIENT. The PROFESSIONAL will utilize this information for inventory completion, and while information collection is never complete, the data collection for informing the inventory will be capped on August 1, 2024 to allow for inventory reporting deadlines to be reached.
- D. The PROFESSIONAL shall provide the CLIENT a draft service line inventory and summary report by September 1, 2024. The PROFESSIONAL shall respond to comments provided by the CLIENT and submit a final service line inventory and summary report prior to October 16, 2024.

FEES FOR SERVICES HOURLY ESTIMATED \$15,000

II. ADDITIONAL SERVICES

The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

1. Site visits to confirm public or private service line materials.
2. Inventory management post deliverable submittal.
3. Funding applications. (Funding generally associated with replacement programs)

EXHIBIT B



STANDARD FEE SCHEDULE

PROFESSIONAL

 Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist
 Project Manager, Planner, Right-of-Way Agent, Graphic Designer

Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
I	\$115.00/hour

TECHNICAL

CAD, Survey, Construction Observation

Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour

ADMINISTRATIVE

II	\$77.00/hour
I	\$63.00/hour

REIMBURSABLES

Mileage	Current IRS standard rate
Outside Services	As Invoiced