

City of Knoxville
City Council Meeting
Monday, March 16, 2020 at 6:15 p.m.
Municipal Building Council Chambers

1. Call To Order

MEMBERS PRESENT:

Mayor Brian Hatch ____, Council Member Megan Suhr ____, Council Member John Gotta ____, Council Member Dylan Morse ____, Council Member Justin Plum ____, Council Member Jyl DeJong _____.

2. Citizen/Public Comments
Discussion

3. Consent Agenda

3.I. Approve City Council Meeting Minutes Of March 2, 2020

Documents:

[03-02-20 COUNCIL MINUTES.PDF](#)

3.II. Approve Garbage Haulers And Recycling License For ABS Sanitation And Maxim Trucking, Inc.

3.III. Approve Taxi Cab License For Lydia Mishra Effective March 17, 2020

3.IV. Approve Order Accepting Acknowledgement/Settlement On Tobacco Violation Of Casey's General Store #3217

Documents:

[TOBACCO ACKNOWLEDGEMENT.PDF](#)

3.V. Accept February 2020 SRO Report

Documents:

[SRO FEBRUARY 2020.DOCX](#)

3.VI. Accept February 2020 CSO Report

Documents:

[CSO FEBRUARY 2020 MEMO.DOCX](#)

3.VII. Accept Maurice Speirs As Reserve Police Officer

Documents:

[COUNCIL LETTER RESERVE OFFICER SPEIRS 2020.PDF](#)

4. Item Agenda

4.I. Approve Intergovernmental Transfer Of Public Funds Agreement Between The Iowa

Department Of Human Services And Ground Emergency Medical Transportation
Provider (GEMT)

Documents:

[2020 IGT AGREEMENT .PDF](#)

- 4.II. Approve Resolution Accepting Bid, Awarding Contract And Approving The Certificate Of Insurance For The Roche Street Culvert Replacement Project

Documents:

[ROCHE ST CULVERT LETTER.PDF](#)
[RES 03-20-20 ROCHE ST CULVERT BID.PDF](#)

- 4.III. Approve Agreement With Cayler Consulting, LLC

Documents:

[RECRUITMENT AGREEMENT.PDF](#)

- 4.IV. Approve Payment Of Claims

5. Reports

- A. Mayor's Report
- B. City Manager's Report

6. Adjourn

Motion _____ Second _____
Vote _____ Time _____

Tricia Kincaid, City Clerk

COUNCIL MINUTES

March 2, 2020

The City Council of the City of Knoxville, Iowa convened in regular session Monday, March 2, 2020 at 6:15p.m. in the City Hall Council Chambers. Mayor Brian Hatch presided and the following Council Members were present: Megan Suhr, Dylan Morse, Justin Plum and Jyl DeJong. Staffs present were City Manager Aaron Adams, City Clerk Tricia Kincaid, Police Chief Dan Losada, Fire Chief Cal Wyman.

Mayor Hatch asked for Citizen/Public Comments regarding items not on the agenda. There were none.

Motion by Suhr; seconded by DeJong to approve the consent agenda as follows, all ayes.

1. Approve City Council Meeting Minutes of February 17, 2020
2. Approve Work Session Meeting Minutes of February 17, 2020
3. Accept Library Board Meeting Minutes of February 19, 2020
4. Accept Housing Board Meeting Minutes of January 20, 2020
5. Accept Airport Commission Meeting Minutes of January 21, 2020
6. Approve January 2020 Financials
7. Accept 2019 Brooks Garden Annual Report
8. Approve Reappointment of Pennie Sommar to the Civil Service Board – Tabled
9. Approve Reappointment of David Hoke to the Civil Service Board - Tabled
10. Set Date for Beggars’ Night as Saturday, October 31, 2020

Motion by Suhr, seconded by Plum to remove from the Consent Agenda items 8 and 9 and table for a future meeting; All ayes.

Motion by Morse, seconded by Plum to remove from the table the Resolution Approving An Agreement Between the City of Knoxville, Iowa and the Marion County Humane Society Related to Animal Shelter and Control Services; all ayes.

Motion by Suhr, seconded by Morse to accept the Financial Report from Elsie Kemp with the Marion County Humane Society and be added to the official record; all ayes.

Motion by Morse, seconded by Plum to Approve Resolution Approving an Agreement between the City of Knoxville, Iowa and the Marion County Humane Society related to Animal Shelter and Control Services. Morse, Plum and DeJong, yes, Suhr, no.

Discussion Regarding Police Chief Recruitment. City Manager Aaron Adams stated there are \$7,500 in funds allocated to help with the recruitment of a new Police Chief and wanting to make sure council is okay with staff bringing in an outside source. No action taken; consensus of council was to proceed in that direction.

Motion by Morse; seconded by Suhr to approve payment of claims; all ayes.

89711	AFLAC	AFLAC-DIS/POST	\$305.99
89712	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$1,928.62
89713	ICMA RETIREMENT TRUST	ICMA	\$1,079.71
89714	MUNICIPAL FIRE & POLICE	MFPRSI	\$19,860.36
89715	KNOXVILLE FIRE & RESCUE ASSC	FIRE DUES	\$49.92
89716	CITY OF KNOXVILLE	SLF FND BEN-F	\$12,879.94
89717	DELTA DENTAL OF IOWA	DELTA DENTAL	\$578.62
89718	PLIC-SBD GRAND ISLAND	LIFE INSURANCE	\$666.17
89719	EMPLOYEE BENEFIT SYSTEMS	HEALTH FAM BEN	\$34,486.84

89720	ABC PEST CONTROL	MONTHLY SPRAY FOR PESTS	\$39.85
89721	ALIBRIS	ONE BOOK - I AM COW	\$53.82
89722	BAKER & TAYLOR	52 BOOKS	\$3,319.26
89723	CENTER POINT LARGE PRINT	4 LARGE PRINT STANDING ORDER SUMMER READING PROGRAM SUPPL	\$129.42
89724	COLLABORATIVE SUMMER		\$367.05
89725	CUSTOM DRAPERIES	VALENCE FOR WINDOWS	\$85.00
89726	ILA/IASL	AWARD LABELS	\$8.00
89727	KNOXVILLE WATER WORKS	WATER BILL GEBHARDT HOUSE	\$49.82
89728	KONE INC	FIRE SERVICE UPGRADES	\$9,850.00
89729	HEATHER LIBBY	PROGRAM SUPPLIES	\$19.90
89730	MICROMARKETING LLC	4 BOOKS	\$95.20
89731	QUILL CORPORATION	REMOTE	\$182.56
89732	RAMAEKER SCREEN PRINTING	LETTERING FOR BACK DROP	\$30.00
89733	S & S PLUMBING	INCASE SPRINKLER PIPE	\$193.48
89734	HOLLY SHELFORD	KIDS LIB WAUKEE	\$152.30
89735	STATE LIBRARY OF IOWA	KIDS FIRST CONFERENCE -AMES	\$125.00
89736	VAN MAANEN ELECTRIC INC.	2 RECEPTACLES IN PROGRAM ROOM	\$210.93
89737	XEROX CORPORATION	COPIER RENTAL	\$173.93
89738	ALLIANT ENERGY	GAS SERVICE FOR AIRPORT	\$404.23
89739	ATWOOD ELECTRIC INC	INSTALLED NEW LED LIGHTS RAMP	\$1,052.13
89740	BILL'S SERVICE AND REPAIR	SERVICE ON AIRPORT SNOW PLOW	\$391.10
89741	BRUENING ROCK PRODUCTS INC	ROCK FOR SNOW PLOW	\$75.50
89742	HAWKEYE EXTERMINATORS	MONTHLY SPRAY FOR MERCY ONE	\$35.00
89743	KINNAMON SERVICES	ELECTRICAL FOR MERCY QUARTERS	\$3,352.00
89744	KNOXVILLE AVIATION	DISH NETWORK BILL	\$274.02
89745	MC CLURE ENGINEERING CO	SERVICES FOR RECOM RWY	\$8,191.96
89746	SENECA COMPANIES	FILTERS FOR JET AND TANKS	\$826.62
89747	SEPTICS AND MORE INC	BORE FOR SEWER LINES	\$7,253.92
89748	SMITH FERTILIZER & GRAIN INC	ICE MELT	\$187.76
89749	TITAN MACHINERY	BATTERY FOR CAB CADIT	\$209.68
89750	VAN WALL EQUIPMENT	TOW FOR SNOW PLOW	\$155.94
89751	WSP USA	ENGINEERING SERVICE	\$4,500.00
89756	ALLIANT ENERGY	WWTP GAS SERVICE	\$8,063.53
89757	ATOMIC TERMITE & PEST CONTROL	MONTHLY PEST CONTROL SPRAY	\$80.00
89758	TRENTON BACUS	CLEANING SUPPLIES	\$129.22
89759	BOUND TREE MEDICAL LLC	TY-VECK COVERALLS	\$17.38
89760	CANON FINANCIAL SERVICES INC.	COPIER MAINTENANCE	\$572.28
89761	CENTRAL IOWA DISTRIBUTING INC	GARBAGE CANS, TRASH BAGS,SOAP	\$723.20
89762	CONTINENTAL RESEARCH CORP	TRIPLE PLAY DISINFECTING	\$210.07
89763	OLIVIA CRAWFORD	MILEAGE TO MEET AND TRAINING	\$144.42
89764	TRAVIS DELANEY	OFFICE SUPPLIES REIMB	\$25.76
89765	JEFF DEVOLL	EMERGENCY LIGHTS ON 314	\$213.96

89766	EMPLOYEE BENEFIT SYSTEMS	SAFE-T FUND	\$2,939.92
89767	FIRE RECOVERY EMS	JANUARY BILLING	\$3,540.71
89768	FIRE SERVICE TRAINING BUREAU	FIRE OFFICER BOOK	\$77.00
89769	GRAINGER PARTS	FLUSH VALVE	\$161.57
89770	HERRMANN COMPUTER SERVICES	FOLDING CART FOR DELIVERY	\$64.19
89771	IACP - MEMBERSHIP	YEARLY MEMEBERSHIP - FULLER	\$190.00
89772	IAWEA	REGION 5 SPRING MEETING	\$40.00
89773	JOURNAL EXPRESS	1/6/20 MEETING MINUTES	\$268.16
89774	KEYSTONE LABORATORIES INC	MONTHLY TESTING - JANUARY	\$1,419.00
89775	KNOXVILLE HOSPITAL & CLINICS	JANUARY MEDS FOR EMS/RESCUE	\$177.30
89776	KNOXVILLE WATER WORKS	SEWER RENT COLLECTION	\$4,166.67
89777	HEATHER LIBBY	LIBRARIAN MEETING	\$94.85
89778	LIFE FITNESS	SHIPPING	\$30.15
89779	M.SHINN TRUCKING, INC.	99.21 TON SAND HAULED	\$396.84
89780	MARTIN MARIETTA AGGREGATES	DEICING SAND - 49.84 TON	\$647.92
89781	MENARDS	DISPENSER FOR INSULATION	\$118.10
89783	MIDAMERICAN ENERGY COMPANY	STREET LIGHTING 56%	\$14,777.01
89784	MIDWEST OFFICE TECHNOLOGY INC	CONTRACT FOR COPIER	\$224.11
89785	NAPA	OIL	\$24.48
89786	NATIONAL PAPER & SAN SUPPLY	PAPER TOWELS	\$91.30
89787	OFFICE DEPOT	OFFICE SUPPLIES	\$314.90
89788	PEER SUPPORT FOUNDATION	GRIN TRAINING - FULLER	\$150.00
89789	PRAXAIR DISTRIBUTION INC	MEDICAL OXYGEN	\$541.64
89790	PROVANTAGE LLC	HP BOOK	\$1,762.90
89791	ROMAR	FUEL PUMP FOR FORD	\$563.97
89792	RUHGE/MELISSA	REFUND FOR TWO MONTHS	\$130.67
89793	K & L THOMPSON, LLC	SERVICE FOR 938	\$205.48
89794	SNYDER & ASSOCIATES INC	ROCHE ST CULVERT	\$28,971.00
89795	SPAHN & ROSE LUMBER	PLYWOOD	\$32.37
89796	SPRINT AQUATICS	GOGGLES FOR RESALE	\$1,674.18
89797	STUYVESANT,BENTON & JUDISCH	MONTHLY RETAINER	\$2,000.00
89798	SUDS ENTERPRISES, LLC	20 CAR WASH COUPONS	\$160.00
89799	US CELLULAR	GPS CELLPHONE	\$52.94
89800	VAN MAANEN ELECTRIC INC.	ELECTRICAL PANEL GEBHARDT HOUS	\$3,634.94
89801	VAN WALL EQUIPMENT	HYDRAULIC COUPLING	\$29.68
89802	VANDER BEEK TRUCK ACCESSORIES	SEAT COVER CHEVY AND FORD PUS	\$825.00
89803	VERIZON	PD CELL PHONES 1/14-2/13	\$668.61
89804	WALNUT HILL DESIGN	COAT STITCHING	\$68.00
89805	WEX BANK	STREET DEPT	\$10,686.36
13169213	MASSMUTUAL	HARTFORD	\$104.42
13169214	IA PUBLIC EMPLOYEES RETIREMENT	IPERS - REGULAR	\$23,007.18
13169215	TREASURER STATE OF IOWA	STATE TAXES	\$7,892.00
13169216	IRS WITHHOLDING PAYMENTS	FED/FICA TAX	\$20,534.23

13169217	TOTAL ADMINISTRATIVE SERVICES	FLEX-MED NO SS	\$1,522.27
13169218	TOTAL ADMINISTRATIVE SERVICES	WATER DEPT TASC	\$254.61

Under Mayor’s Report – Tomorrow is the school bond vote, please get out and vote. If you have voted at City Hall in the past, you will now vote at the Library. Update for Council, the Central Iowa Housing Trust Fund, we received word from the Director that The Iowa Finance Authority has officially approved the Grant money. That money is available to Cities, Counties and other Non-Profit Organizations and will be available in the next few months to put applications in for funding.

Under City Manager Report - None

Police Chief Dan Losada, today a conditional offer was made for the officer position. Conditional on passing the medical and physical test. Those will be scheduled within the next week or two.

Fire Chief Cal Wyman, his department is in the process of updating their current electronics to FirstNet which is strictly for First Responders.

Motion by DeJong; seconded by Morse to adjourn at 6.58 p.m., all ayes.

Brian Hatch, Mayor

ATTEST:

Tricia Kincaid, City Clerk

BEFORE THE KNOXVILLE CITY COUNCIL

IN RE:

Casey's Marketing Company
License No. 1920-04
One Convenience Blvd, PO Box 3001
Ankeny, IA 50021-8045

Re: Casey's General Store #3217
1201 E. Main Street
Knoxville, IA 50138

**ORDER ACCEPTING
ACKNOWLEDGEMENT/SETTLEMENT
AGREEMENT – 1ST VIOLATION**

On this ____ day of March, 2020, in lieu of a public hearing on the matter, the Knoxville City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Knoxville.

THEREFORE, the Knoxville City Council FINDS that the above-captioned permittee has remitted to the "City of Knoxville" a civil penalty in the amount of three hundred (\$300.00) for a violation that occurred on December 30, 2019. Be advised that this sanction will count as a first violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(a).


IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

MAYOR, City of Knoxville

BEFORE THE KNOXVILLE CITY COUNCIL

IN RE: :
: :
Casey's Marketing Company :
License No. 1920-04 : **ACKNOWLEDGEMENT/SETTLEMENT**
One Convenience Blvd, PO Box 3001 : **AGREEMENT**
Ankeny, IA 50021-8045 : **1ST VIOLATION**
: :
Re: Casey's General Store #3217 :
1201 East Main Street :
Knoxville, IA 50138 :
:

I (we) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that the violation on December 30, 2019 will count as an official "First Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (we) have enclosed a check for the amount of \$300.00 made payable to the City of Knoxville to settle the above-referenced complaint.

Casey's Marketing Company

By: Amy M. Costello, General Counsel

Date: February 24, 2020

NOTE: This must be signed by an individual licensee or permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300.00 check made payable to the "City of Knoxville", should be returned to: Robert L. Stuyvesant, PO Box 517, Carlisle, Iowa 50047 no later than ten (10) days prior to the hearing date.

VDR 16198 CK NO 176002

Memo	Invoice Date	Invoice Number	Amount	Discount	Net Amount
AMH / LGL - 3217	02/25/20	16198-20200225	300.00	0.00	300.00

300.00 0.00 300.00

Detach Before Depositing

WARNING: ORIGINAL DOCUMENT IS PRINTED IN BLUE INK.

Date
02/25/20



CASEY'S GENERAL STORES
P.O. BOX 3001
ANKENY, IOWA 50021-8045



36-1901
1012

Check No.
176002

Amount
\$300.00

PAY ***THREE HUNDRED DOLLARS AND ZERO CENTS

TO THE ORDER OF CITY OF KNOXVILLE
305 SOUTH 3RD ST
KNOXVILLE IA 50138

Julia Jaskowski

WARNING: ORIGINAL DOCUMENT HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE.

16198 1012 176002



Memo

To: City Council
From: Chief Dan Losada
Date: March 16, 2020
Re: February SRO Report

In February 2020 SRO Keller worked on the following issues:

Truancy/Welfare Checks:	2
Investigations/Investigation Assists:	6
Parent Meetings/Phone Calls:	17
Juvenile Court Referrals:	0
Administration Meetings:	3
Teacher/Faculty Assists:	20
Education Programs:	2
Staff Training:	1
Safety Planning:	5
Event Supervision:	0
Information – Leads:	4
Student Mentoring:	29

February Data: SRO worked regular patrol: 6th, 11th, 20th, 24th, 25th, and 26th
SRO at training on the 19th SRO out sick on the 18th



Memo

To: City Council
From: Chief Dan Losada
Date: March 16, 2020
Re: February CSO Report

In February 2020 Community Service Officer Arlene Worrall spent 60 hours on Code Enforcement issues and 100 hours in the Police Department Records. Part Time CSO II Patrick Marti worked 65 hours this month. Together the CSOs worked on the following issues including meeting with Larissa VanDonselaar, Programs Director at The Well and Bryan Gaylor from The Well regarding fitting the needs of residents with volunteers from The Well. CSO Worrall also met with Verlin Goodyk regarding volunteer groups helping residents with projects.

Debris Storage	11
Junk Vehicle	3
Parking in Yard	1
Parking on Sidewalk	0
Mandatory Garbage	0
Refuse	2
Snow Removal	3 (Unseasonably low snow this month)
Sump Pump Issue	1
Citations Issued	0
Court Dates	2
Parking Citations	62
Properties Inspected	20
Property Owners/Residents Contacted	12
Work Hired Out	1 Debris removed following an eviction

COUNCIL LETTER
City of Knoxville
March 16, 2020

Agenda Item: Accept Maurice Speirs as a reserve police officer.

Background: Maurice Speirs applied to and was accepted by the Knoxville Police Department Reserves. Maurice Speirs is a 2005 graduate of Centerville High School and is a member of the Iowa National Guard.

Policy Question: Should the City Council accept Maurice Speirs as a Reserve Police Officer.

Budget Impact: negligible

Recommendation: The Police Chief recommends Maurice Speirs be accepted as a Reserve Police Officer.

Supporting Document: none

**INTERGOVERNMENTAL TRANSFER OF PUBLIC
FUNDS AGREEMENT BETWEEN
THE IOWA DEPARTMENT OF HUMAN SERVICES AND**

Ground Emergency Medical Transportation Provider (GEMT Provider)

This Intergovernmental Transfer Agreement (Agreement) is entered into between the Iowa Department of Human Services (IDHS) and the ground emergency medical transportation (GEMT) Provider. It provides for an intergovernmental transfer of funds to the IDHS from the GEMT Provider in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services.

The GEMT Provider is authorized by House File (HF) 2285 of the 2018 Iowa legislative session to enter into and carry out an Intergovernmental Transfer (IGT) Agreement to transfer funds through IGTs to the IDHS for use as the non-federal share of Medicaid expenditures.

AGREEMENT

1. **GEMT Program Compliance.** Attached hereto as Exhibit A is State Plan Amendment IA-19-002 (SPA), which address the GEMT Program. The GEMT Provider shall at all times comply with all requirements of the SPA.
2. **Compliance with Provider Agreement and GEMT Program Eligibility.** The GEMT Provider's Iowa Medicaid Provider Agreement is incorporated herein by reference. The parties stipulate to the inclusion of any future amendments or replacement of any such provider agreements by this reference. The GEMT Provider hereby represents, warrants and covenants that is and at all relevant times will be an Eligible GEMT Provider as that term is defined in the SPA. If at any time the GEMT Provider's status changes such that it is no longer an Eligible GEMT Provider, the GEMT Provider shall immediately notify the IDHS.
3. **Fund Transfer.** The GEMT Provider agrees to transfer funds to IDHS at the times and in the amounts determined in accordance with the following paragraphs of this Agreement. The transfer shall be made prior to the payment by IDHS for the uncompensated Medicaid cost associated with GEMT services. The GEMT Provider will transfer funds to IDHS equivalent to the non-federal share of the payments to be made upon notification by IDHS.
4. **Funds Certification.** The GEMT Provider shall certify that the funds transferred qualify for federal financial participation (FFP) pursuant to 42 CFR part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

5. **Record Retention and Access.** The parties agree that each shall maintain necessary records and supporting documentation applicable to the uncompensated Medicaid cost associated with GEMT services payments to assure that claims for total funds and federal funds are in accordance with applicable federal requirements, including but not limited to those record retention requirements set forth in the SPA. The parties agree to make those records available to the parties and to any and all state or federal oversight authorities immediately upon request.

6. **Notices:** Any written notice required by this Agreement shall be sent to:

For: _____
GEMT Provider

Printed Name: _____

Title: _____

Address: _____

E-mail address _____

For IDHS:

Printed Name: _____

Title: _____

Address: _____

E-mail address: _____

7. **Repayment Obligation:** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the GEMT Provider shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the GEMT Provider as well as any subcontractors of the GEMT Provider. To the extent that the GEMT Provider receives

payments that exceed the permissible amount allowed pursuant to the SPA, the parties hereby deem the excess funds received by the GEMT Provider to be an “overpayment” subject to return to the IDHS within 60 days pursuant to Section 2.5 of the Provider Agreement.

8. **Assignment:** This Agreement is not assignable.
9. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the IDHS and the GEMT Provider.
10. **Amendment:** This Agreement may be modified at any time by the written agreement of both parties.
11. **Term & Termination:** This Agreement covers the period beginning on or after July 1, 2020 and ending June 30, 2021. This Agreement may be canceled by either party after giving thirty (30) days prior notice in writing to the other party. All obligations of the parties incurred or existing under this Agreement as of the date of expiration or termination survive the expiration or termination of the Agreement.
12. **Execution:** In consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

GEMT Provider

Signature

Date

Printed Name

Title

IOWA DEPARTMENT OF HUMAN SERVICES

Director

Date

Updated October 14, 2019

Attachment A – Approved State Plan Amendment IA-19-002

State/Territory:

IOWA

Methods and Standards for Establishing Payment Rates for Other Types of Care**Supplemental payment for publicly owned or operated ground emergency medical transportation providers**

This program provides supplemental payments for eligible Ground Emergency Medical Transportation (GEMT) providers that meet specified requirements and provide GEMT services to Iowa Medicaid members.

Supplemental payments provided by this program are available only for the uncompensated and allowable direct and indirect costs incurred by eligible GEMT providers while providing GEMT services to Iowa Medicaid members. The supplemental payment covers the gap between the eligible GEMT provider's total allowable costs for providing GEMT services as reported on the GEMT services cost report and the amount of the base payment, mileage, and all other sources of reimbursement.

The supplemental payment amounts shall be calculated annually on a prospective basis after the conclusion of each state fiscal year (SFY). Payments shall not be paid as individual increases to current reimbursement rates as described in other parts of this state plan for GEMT services.

This supplemental payment applies only to Iowa Medicaid services rendered to Iowa Medicaid members by eligible GEMT providers on or after July 1, 2019.

A. Definitions

1. "Department" means the Iowa Department of Human Services.
2. "Direct Costs" means all costs that can be identified specifically with particular final cost objectives in order to meet all medical transportation mandates.
3. "Shared Direct Costs" are direct costs that can be allocated to two or more departmental functions or cost objectives on the basis of shared benefits.
4. "Indirect Costs" means costs for a common or joint purpose benefitting more than one cost objective that are allocated to each benefiting objective using an agency approved indirect rate or an allocation methodology. Indirect costs rate or allocation methodology must comply with 2 C.F.R. Part 200 and CMS non-institutional reimbursement policy.

State Plan TN #	<u>IA-19-002</u>	Effective	<u>July 1, 2019</u>
Superseded TN #	<u>NEW</u>	Approved	<u>July 12, 2019</u>

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

5. “Eligible GEMT Provider” means a provider who is eligible to receive supplemental reimbursement because it meets all of the following requirements continuously during the claiming period:
 - a. Provides Ground Emergency Medical Transportation services to Iowa Medicaid members.
 - b. It is a provider that is enrolled as an Iowa Medicaid provider for the period being claimed.
 - c. Is owned or operated by an eligible governmental entity, to include the state, a city, county, fire protection district, community services district, health care district, federally recognized Indian tribe or any unit of government as defined in 42 C.F.R. Sec. 433.50.
6. “Dry Run” means a run that does not result in either a transport or a delivery on-site of Medicaid covered services.
7. “GEMT Transport” means GEMT services provided by eligible GEMT providers to individuals and does not, include dry runs as defined in Paragraph, A.6.
8. “GEMT Services” means both the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient, as well as the advanced, limited-advance, and basic life support services provided to an individual by GEMT providers before or during the act of transportation.
 - a. “Advanced Life Support” means special services designed to provide definitive prehospital emergency medical care, including but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration with drugs and other medicinal preparations, and other specified techniques and procedures.

State Plan TN #	<u>IA-19-002</u>	Effective	<u>July 1, 2019</u>
Superseded TN #	<u>NEW</u>	Approved	<u>July 12, 2019</u>

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

- b. “Limited-Advanced Life Support” means special services to provide prehospital emergency medical care limited to techniques and procedures that exceed basic life support but are less than advanced life support services.
 - c. “Basic Life Support” means emergency first aid and cardiopulmonary resuscitation procedures to maintain life without invasive techniques.
9. “Service Period” means the period from July 1 through June 30 of each SFY.
10. “Shift” means a standard period of time assigned for a complete cycle of work, as set by each eligible GEMT provider. The number of hours in a shift may vary by GEMT provider, but will be consistent to each GEMT provider.

B. Supplemental Reimbursement Methodology – General Provisions

1. Computation of allowable costs and their allocation methodology must be determined in accordance with Medicaid cost principles at 2 C.F.R. Part 200, which establish principles and standards for determining allowable costs and the methodology for allocating and apportioning those expenses to the Iowa Medicaid program, except as expressly modified below.
2. Iowa Medicaid base payments to the GEMT providers for providing GEMT services are derived from the Ambulance provider fee schedule established for reimbursements payable by the Iowa Medicaid program by procedure code. The base payments for these eligible GEMT providers are fee-for-service (FFS) payments. The primary source of paid claims data and other Iowa Medicaid reimbursements is the Iowa Medicaid Management Information System (IA-MMIS). The number of paid Iowa Medicaid FFS GEMT transports is derived from and supported by the IA-MMIS reports for services during the applicable service period.

State Plan TN #	<u>IA-19-002</u>	Effective	<u>July 1, 2019</u>
Superseded TN #	<u>NEW</u>	Approved	<u>July 12, 2019</u>

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The total uncompensated care costs of each eligible GEMT provider available to be reimbursed under this supplemental payment program will equal the shortfall resulting from the allowable costs determined using the Cost Determination Protocols (Section C.) for each eligible GEMT provider rendering GEMT services to Iowa Medicaid members net of the amounts received and payable from the Iowa Medicaid program and all other sources of reimbursement for GEMT services provided to Iowa Medicaid members. If the eligible GEMT providers do not have any uncompensated care costs, then the provider will not receive supplemental reimbursement under this supplemental payment program.
4. The Iowa Medicaid supplemental payment under this segment are the uncompensated care costs for GEMT services provided by eligible GEMT providers to Iowa Medicaid members as determined by the Prospective Supplemental Payment Amount (Section D.).

C. Cost Determination Protocols

1. An eligible GEMT provider's specific allowable cost per-GEMT transport rate will be calculated based on the provider's audited financial data reported on the GEMT services cost report. The per-GEMT transport cost rate will be the sum of actual allowable direct, shared direct, and indirect costs of providing GEMT services **(excluding cost associated with dry runs as defined in Paragraph A.6 and runs where a Medicaid covered service was delivered but no transport occurred)** divided by the actual number of GEMT transports (including dry runs as defined in Paragraph A.6 **and runs where a Medicaid covered service was delivered but no transport occurred**) provided for the applicable service period.
 - a. Direct costs for providing GEMT services include only the unallocated payroll costs for the shifts in which personnel dedicate 100 percent of their time to providing GEMT services, medical equipment and supplies, and other costs directly related to the delivery of covered services, such as first-line supervision, materials and supplies, professional and contracted services, capital outlay, travel, and training. These costs must be in compliance with Medicaid non-institutional reimbursement policies and are directly attributable to the provision of the GEMT services.

State Plan TN #	<u>IA-19-002</u>	Effective	<u>July 1, 2019</u>
Superseded TN #	<u>NEW</u>	Approved	<u>July 12, 2019</u>

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

- b. Shared direct costs for GEMT services must be allocated for personnel, capital outlay and other costs; such as medical supplies, professional and contracted services, training and travel. The personnel costs will be allocated based on a percentage of total hours logged performing GEMT services activities versus other service activities. The capital and other shared direct costs will be allocated based on the percentage of total call volume.
- c. Indirect costs are determined by applying the cognizant agency specific approved indirect cost rate to its total direct costs (Paragraph C.1.a) or derived from provider's approved cost allocation plan. Eligible GEMT providers that do not have a cognizant agency approved indirect cost rate or approved cost allocation plan, the costs and related basis used to determine the allocated indirect costs must be in compliance with Medicaid cost principles specified at 2 C.F.R. Part 200.
- d. The GEMT provider specific per-GEMT transport cost rate is calculated by dividing the total net GEMT services allowable costs (Paragraph C.1.a, C.1.b, and C.1.c) of the specific provider by the total number of GEMT transports provided by the provider for the applicable service period.

D. Prospective Supplemental Payment Amount

1. The Department will calculate annual prospective supplemental payment amounts for eligible GEMT provider on a per-GEMT transport basis. The per-GEMT transport prospective supplemental payment amount for each provider is based on the provider's completed annual cost report in the format prescribed by the Department for the applicable cost reporting year. The Department will make adjustments to the as-filed cost report based on the results of the most recently retrieved IA-MMIS report.
2. Each eligible GEMT provider must compute the annual cost in accordance with the Cost Determination Protocols (Section C.) and must submit the completed annual as-filed cost report, to the Department five (5) months after the close of the service period.

State Plan TN #	<u>IA-19-002</u>	Effective	<u>July 1, 2019</u>
Superseded TN #	<u>NEW</u>	Approved	<u>July 12, 2019</u>

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The prospective supplemental payment amount is calculated by subtracting from Iowa Medicaid's portion of the total GEMT allowable costs (Paragraph C.1) from the as-filed cost report adjusted by the Department (Paragraph D.1), the total Iowa Medicaid base payments (Paragraph B.2) and other payments, such as Iowa Medicaid co-payments, received by the providers for providing GEMT services to Iowa Medicaid members. The result of this calculation is the uncompensated care costs for GEMT services provided to Iowa Medicaid members.
4. The result in Paragraph D.3 is divided by the Iowa Medicaid GEMT transports (including dry runs as defined in Paragraph A.6) from the as-filed cost report adjusted by the Department to calculate the per-GEMT services prospective supplemental payment amount. This amount will be paid prospectively, in addition to the Iowa Medicaid base payments (Paragraph B.2) on a claim by claim basis.
5. The prospective supplemental payment amount will be updated the following July 1, and every year thereafter, following submission and review of the cost report. Specifically, the prior year's uncompensated care amount per Medicaid transport will be paid as an adjustment to the following year's base rate.

E. Eligible GEMT Provider Reporting Requirements

Eligible GEMT providers shall:

1. Submit the GEMT services cost report no later than five (5) months after the close of the CY, unless a provider has made a written request for an extension and such request is granted by the Department.
2. Provide supporting documentation to serve as evidence supporting information on the submitted cost report and the cost determination as specified by the Department.
3. Keep, maintain, and have readily retrievable, such records as specified by the Department to fully disclose reimbursement amounts to which the eligible government entity is entitled, and any other records required by CMS.

State Plan TN #	<u>IA-19-002</u>	Effective	<u>July 1, 2019</u>
Superseded TN #	<u>NEW</u>	Approved	<u>July 12, 2019</u>

State/Territory:

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Supplemental payment for publicly owned or operated ground emergency medical transportation providers

- 4. Comply with the allowable cost requirements provided in 2 C.F.R. Part 200, and Medicaid non-institutional reimbursement policy.

F. Department Responsibilities

- 1. The Department will submit to CMS claims for GEMT services that are allowable and in compliance with federal laws and regulations and Medicaid non-institutional reimbursement policy.
- 2. The Department will, on an annual basis, submit any necessary materials to the federal government to provide assurances that claims will include only those expenditures that are allowable under federal law.
- 3. The Department may conduct on-site audits as necessary and will complete the audit within two years of the postmark date of the accepted cost report.

State Plan TN #	<u>IA-19-002</u>	Effective	<u>July 1, 2019</u>
Superseded TN #	<u>NEW</u>	Approved	<u>July 12, 2019</u>



March 11, 2020

Honorable Mayor and Council Members
City of Knoxville, Iowa

RE: ROCHE STREET CULVERT REPLACEMENT PROJECT
REPORT OF BIDS AND RECOMMENDATION OF AWARD

Dear Honorable Mayor and Council Members:

On Tuesday, March 10, 2020 at 2:00 PM the City received three (3) bids for the above noted project, which were opened and read aloud publicly in the Council Chambers. Based on the unit prices and calculation of the total bid amounts, the lowest bidder was TK Concrete, Inc. from Pella, Iowa with a total adjusted bid of \$529,815.00. The engineer’s estimate of probable construction costs was \$512,336. The low bidder was 3.4% above the engineer’s estimate. A summary of the bid results are below and the bid tabulation is attached for additional information:

TK Concrete, Inc.....	\$529,815.00
Evolution Contracting.....	\$579,369.00
Iowa Bridge and Culvert.....	\$695,640.30

The City has the choice to either concur with and accept the bid results or reject the bids and re-let the project at a later date. If the project is re-let it will need to have substantive changes in the design, which will be difficult to achieve with this particular project. As with any project, re-bidding carries risk of a higher bid depending on current bidding environment or economic conditions at the time of the bid. We anticipate a continued increase in construction activity in the foreseeable future which may not improve the bidding environment.

TK Concrete, Inc. has performed acceptable construction projects for the City of Knoxville in the past. We reached out to TK Concrete, Inc. regarding their experience with similar construction work and apparently they have limited relevant experience. Based on our previous experience with TK Concrete, Inc it does appear they have the proper equipment, materials, and workforce to complete the work as specified. Based on this information, Snyder & Associates, Inc. recommends the City to accept the bids and award the construction contract to the low bidder, TK Concrete, Inc.

The contract documents will be sent to TK Concrete, Inc. and will be forwarded to the City by TK Concrete, Inc. for final execution. The preconstruction meeting will be planned for April 2020 with

City of Knoxville Mayor and Council Members
Roche Culvert
March 12, 2020
Page 2 of 2

construction to begin between April 2020 and the late start date of June 15, 2020. There are 70 working days assigned to substantially complete the work.

If you have any questions relating to this project, please don't hesitate to call.

Sincerely,
SNYDER & ASSOCIATES, INC.



Andy Burke, P.E.
Project Manager

Enclosures

CC: Tony Vermeer, TK Concrete, Inc. (electronic)

TABULATION OF BIDS

Roche Street Culvert Replacement

City of Knoxville

119.0729.01

Bid Date/Time: March 10, 2020 at 2:00 PM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 TK CONCRETE, INC. PELLA, IA		2 EVOLUTION CONTRACTING INDIANOLA, IA		3 IOWA BRIDGE & CULVERT, LC WASHINGTON, IA	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
EARTHWORK											
2.1	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 14,140.00	\$ 14,140.00	\$ 5,000.00	\$ 5,000.00
2.2	Topsoil, On-site	CY	150	\$ 40.00	\$ 6,000.00	\$ 50.00	\$ 7,500.00	\$ 30.00	\$ 4,500.00	\$ 33.00	\$ 4,950.00
2.3	Excavation, Class 10	CY	1125	\$ 15.00	\$ 16,875.00	\$ 20.00	\$ 22,500.00	\$ 30.00	\$ 33,750.00	\$ 22.00	\$ 24,750.00
2.4	Subgrade Preparation	SY	341	\$ 5.00	\$ 1,705.00	\$ 10.00	\$ 3,410.00	\$ 7.00	\$ 2,387.00	\$ 11.00	\$ 3,751.00
2.5	Subbase, Modified, 6 Inches	SY	341	\$ 20.00	\$ 6,820.00	\$ 20.00	\$ 6,820.00	\$ 24.00	\$ 8,184.00	\$ 22.00	\$ 7,502.00
2.6	Compaction Testing	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,250.00	\$ 3,250.00	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00
TRENCH AND TRENCHLESS CONSTRUCTION											
3.1	Trench Compaction Testing	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00
SEWERS AND DRAINS											
4.1	Sanitary Sewer Gravity Main, Trenched, PVC, 8 In.	LF	46	\$ 100.00	\$ 4,600.00	\$ 150.00	\$ 6,900.00	\$ 265.00	\$ 12,190.00	\$ 160.00	\$ 7,360.00
4.2	Removal of Sanitary Sewer, 8 In.	LF	46	\$ 30.00	\$ 1,380.00	\$ 50.00	\$ 2,300.00	\$ 25.00	\$ 1,150.00	\$ 45.00	\$ 2,070.00
4.3	Storm Sewer, Trenched, RCP, 15 In.	LF	134	\$ 100.00	\$ 13,400.00	\$ 95.00	\$ 12,730.00	\$ 94.00	\$ 12,596.00	\$ 64.00	\$ 8,576.00
4.4	Removal of Storm Sewer, RCP, 15 In.	LF	141	\$ 20.00	\$ 2,820.00	\$ 30.00	\$ 4,230.00	\$ 20.00	\$ 2,820.00	\$ 33.00	\$ 4,653.00
4.5	Subdrain, HDPE, 4 In.	LF	220	\$ 20.00	\$ 4,400.00	\$ 28.00	\$ 6,160.00	\$ 16.00	\$ 3,520.00	\$ 20.00	\$ 4,400.00
4.6	Subdrain Cleanout, Type A-1, 6 In.	EA	4	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 1,250.00	\$ 5,000.00	\$ 885.00	\$ 3,540.00
4.7	Subdrain Outlets and Connections	EA	4	\$ 300.00	\$ 1,200.00	\$ 400.00	\$ 1,600.00	\$ 800.00	\$ 3,200.00	\$ 190.00	\$ 760.00
WATER MAIN AND APPURTENANCES											
5.1	Water Main, Trenched, C900 PVC, 8 In.	LF	137	\$ 80.00	\$ 10,960.00	\$ 110.00	\$ 15,070.00	\$ 65.00	\$ 8,905.00	\$ 72.00	\$ 9,864.00
5.2	Fitting, 8" x 45° Bend	EA	8	\$ 750.00	\$ 6,000.00	\$ 850.00	\$ 6,800.00	\$ 1,100.00	\$ 8,800.00	\$ 473.00	\$ 3,784.00
5.3	Fitting, 8" x 6" Reducer	EA	1	\$ 750.00	\$ 750.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 1,660.00	\$ 1,660.00
5.4	Water Service Stub	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,750.00	\$ 1,750.00	\$ 1,460.00	\$ 1,460.00	\$ 1,992.00	\$ 1,992.00
5.5	Water Main, Insulation	LF	22	\$ 125.00	\$ 2,750.00	\$ 150.00	\$ 3,300.00	\$ 150.00	\$ 3,300.00	\$ 222.00	\$ 4,884.00
5.6	Water Main, Abandon or Remove, 6 In.	LF	127	\$ 20.00	\$ 2,540.00	\$ 30.00	\$ 3,810.00	\$ 15.00	\$ 1,905.00	\$ 44.00	\$ 5,588.00
5.7	Water Main, Connection to Existing	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,750.00	\$ 5,500.00	\$ 3,620.00	\$ 7,240.00	\$ 1,383.00	\$ 2,766.00
STRUCTURES FOR SANITARY AND STORM											
6.1	Intake, SW-501	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 4,750.00	\$ 4,750.00	\$ 3,620.00	\$ 3,620.00	\$ 4,426.00	\$ 4,426.00
6.2	Intake, SW-503	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 8,250.00	\$ 8,250.00	\$ 5,960.00	\$ 5,960.00	\$ 6,640.00	\$ 6,640.00
6.3	Manhole Adjustment, Major	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,240.00	\$ 3,240.00	\$ 2,766.00	\$ 2,766.00
6.4	Remove Intake	EA	2	\$ 500.00	\$ 1,000.00	\$ 750.00	\$ 1,500.00	\$ 750.00	\$ 1,500.00	\$ 1,328.00	\$ 2,656.00
STREETS AND RELATED WORK											
7.1	Pavement, PCC, 7 In.	SY	293	\$ 70.00	\$ 20,510.00	\$ 85.00	\$ 24,905.00	\$ 98.00	\$ 28,714.00	\$ 100.00	\$ 29,300.00
7.2	Special Subgrade Compaction for Shared Use Path	SY	307	\$ 5.00	\$ 1,535.00	\$ 5.00	\$ 1,535.00	\$ 7.00	\$ 2,149.00	\$ 22.00	\$ 6,754.00
7.3	PCC Pavement Samples and Testing	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,660.00	\$ 1,660.00
7.4	Shared Use Path, PCC, 6 In.	SY	221	\$ 55.00	\$ 12,155.00	\$ 65.00	\$ 14,365.00	\$ 64.00	\$ 14,144.00	\$ 64.00	\$ 14,144.00
7.5	Detectable Warning, Cast Iron	SF	24	\$ 50.00	\$ 1,200.00	\$ 50.00	\$ 1,200.00	\$ 55.00	\$ 1,320.00	\$ 55.00	\$ 1,320.00
7.6	Driveway, Paved, PCC, 6 In.	SY	10	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 200.00	\$ 2,000.00	\$ 210.00	\$ 2,100.00
7.7	Temporary Surfacing, 12 In.	TON	150	\$ 40.00	\$ 6,000.00	\$ 40.00	\$ 6,000.00	\$ 32.00	\$ 4,800.00	\$ 50.00	\$ 7,500.00
7.8	Pavement Removal	SY	305	\$ 20.00	\$ 6,100.00	\$ 18.00	\$ 5,490.00	\$ 14.00	\$ 4,270.00	\$ 22.00	\$ 6,710.00
TRAFFIC CONTROL											
8.1	Temporary Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 9,400.00	\$ 9,400.00	\$ 6,970.00	\$ 6,970.00
8.2	Temporary Barrier Rail	LF	300	\$ 30.00	\$ 9,000.00	\$ 37.50	\$ 11,250.00	\$ 32.00	\$ 9,600.00	\$ 33.00	\$ 9,900.00
SITE WORK AND LANDSCAPING											
9.1	Filter Sock, 12 Inch.	LF	410	\$ 5.00	\$ 2,050.00	\$ 5.00	\$ 2,050.00	\$ 4.00	\$ 1,640.00	\$ 4.00	\$ 1,640.00
9.2	Filter Sock, Removal	LF	410	\$ 2.00	\$ 820.00	\$ 2.50	\$ 1,025.00	\$ 2.00	\$ 820.00	\$ 1.00	\$ 410.00
9.3	Rip Rap	TON	262	\$ 60.00	\$ 15,720.00	\$ 75.00	\$ 19,650.00	\$ 95.00	\$ 24,890.00	\$ 105.00	\$ 27,510.00
9.4	Erosion Control Mulching, Hydromulching with Temporary S	AC	0.3	\$ 5,000.00	\$ 1,500.00	\$ 7,500.00	\$ 2,250.00	\$ 7,000.00	\$ 2,100.00	\$ 5,531.00	\$ 1,659.30
9.5	Hydroseeding, Fertilizer, Hydromulch, Type 1 Seeding	AC	0.3	\$ 10,000.00	\$ 3,000.00	\$ 12,000.00	\$ 3,600.00	\$ 10,000.00	\$ 3,000.00	\$ 9,400.00	\$ 2,820.00

TABULATION OF BIDS

Roche Street Culvert Replacement

City of Knoxville

119.0729.01

Bid Date/Time: March 10, 2020 at 2:00 PM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 TK CONCRETE, INC. PELLA, IA		2 EVOLUTION CONTRACTING INDIANOLA, IA		3 IOWA BRIDGE & CULVERT, LC WASHINGTON, IA	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	MISCELLANEOUS										
11.1	Construction Survey	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 12,000.00	\$ 12,000.00	\$ 11,340.00	\$ 11,340.00	\$ 9,000.00	\$ 9,000.00
11.2	Mobilization	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 65,000.00	\$ 65,000.00
11.3	Maintenance of Postal Service	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,200.00	\$ 2,200.00	\$ 1,100.00	\$ 1,100.00
11.4	Maintenance of Solid Waste Collection	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,200.00	\$ 2,200.00	\$ 1,100.00	\$ 1,100.00
11.5	Concrete Washout	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,120.00	\$ 3,120.00	\$ 3,875.00	\$ 3,875.00
	BOX CULVERT										
99.1	Special Backfill	CY	39	\$ 35.00	\$ 1,365.00	\$ 65.00	\$ 2,535.00	\$ 68.00	\$ 2,652.00	\$ 87.00	\$ 3,393.00
99.2	Granular Material for Blanket and Subdrain	CY	72	\$ 50.00	\$ 3,600.00	\$ 65.00	\$ 4,680.00	\$ 64.00	\$ 4,608.00	\$ 31.00	\$ 2,232.00
99.3	Removal of Existing Structures	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 46,520.00	\$ 46,520.00	\$ 10,000.00	\$ 10,000.00
99.4	Excavation, Class 20	CY	902	\$ 28.00	\$ 25,256.00	\$ 25.00 (1)	\$ 22,550.00	\$ 22.00	\$ 19,844.00	\$ 65.00	\$ 58,630.00
99.5	Precast Concrete Box Culvert, Twin 8'x6'	LF	74	\$ 1,800.00	\$ 133,200.00	\$ 1,250.00	\$ 92,500.00	\$ 1,485.00	\$ 109,890.00	\$ 1,650.00	\$ 122,100.00
99.6	Precast Concrete Box Culvert End Section, Twin 8'x6'	EA	2	\$ 24,000.00	\$ 48,000.00	\$ 22,500.00	\$ 45,000.00	\$ 14,788.00	\$ 29,576.00	\$ 30,000.00 (2)	\$ 60,000.00
99.7	Temporary Shoring	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 24,630.00	\$ 24,630.00	\$ 100,000.00	\$ 100,000.00
99.8	Fence, Chain-Link, Vinyl Coated	LF	75	\$ 115.00	\$ 8,625.00	\$ 120.00	\$ 9,000.00	\$ 195.00	\$ 14,625.00	\$ 113.00	\$ 8,475.00
TOTAL BID:					\$ 512,336.00		\$ 529,815.00		\$ 579,369.00		\$ 695,640.30
BID SECURITY:							10%		10%		10%

Notes

- 1 Incorrect sum on contractor proposal form.
- 2 Incorrect sum on contractor proposal form.

RESOLUTION NO. 03-20-20

**RESOLUTION ACCEPTING BID, AWARDING CONTRACT AND APPROVING THE
CERTIFICATE OF INSURANCE FOR THE ROCHE STREET CULVERT
REPLACEMENT PROJECT**

WHEREAS, the City Council of the City of Knoxville, Iowa approved the Roche Street Culvert Replacement Project Contract in the City of Knoxville, Iowa; and

WHEREAS, staff has received three (3) bids for the Roche Street Culvert Replacement Project Contract from TK Concrete, Inc., \$529,815.00, Evolution Contracting, \$579,369.00 and Iowa Bridge and Culvert, \$695,640.30 with the low bid being received from TK Concrete, Inc. in the amount of \$529,815.00, and;

WHEREAS, staff recommends that the City award the Roche Street Culvert Replacement Project Contract to TK Concrete, Inc. in the amount of \$529,815.00 and further recommend that the City Council authorize the Mayor and City Clerk to enter into the contract and to approve the certificate of insurance.

NOW, THEREFORE, Be It Resolved by the City Council of the City of Knoxville, Iowa that the low bid from TK Concrete, Inc. in the amount of \$529,815.00 for the Roche Street Culvert Replacement Project Contract is hereby approved as is the certificate of insurance and the Mayor and City Clerk are hereby authorized to enter into a contract with TK Concrete, Inc. for the Roche Street Culvert Replacement Project Contract.

Passed and approved this 16th day of March, 2020.

Brian Hatch, Mayor

Attest:

Tricia Kincaid, City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into on the _____ day of _____, 2020, by and between Cayler Consulting, LLC (the “Contractor”) and the City of Knoxville, Iowa (the “Client”).

WITNESSETH:

WHEREAS, the Client has requested the assistance of the Contractor in a search for a Police Chief; and

WHEREAS, the Contractor has the knowledge, skills and ability to assist the Client in a search process for this position; and

WHEREAS, the Client desires to utilize the Contractor as an independent contractor to assist with this search and to help evaluate the appropriateness of the candidates for this position;

WHEREAS, the Contractor has specific experience relative to such services and is willing to provide the Client these services, all in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, the Contractor and the Client hereby agree as follows:

1. Agreement and Term

1.1 AGREEMENT. The Client acknowledges that the Contractor, from time to time, provides Services to other cities, counties and other governmental bodies throughout the State of Iowa and that the Client has no expressed or implied ownership of the Services.

1.2 TERM. The term of this agreement will commence on _____, (“Effective Date”) and will end upon completion of the interview process and conditional offer of employment to the selected candidate by the Client. (“Ending Date”) It is anticipated that this will be on or before _____.

2. Services

2.1 DESCRIPTION OF SERVICES. The Services may consist of the following:

- a. Examples of specific services that are available were provided in the response to the Request for Qualifications that was submitted to the City on January 10, 2020.
- b. All services as requested by the Client, and agreed upon by the Contractor, in the search process for the Knoxville Police Chief Position.

3. Client Responsibilities

3.1 CLIENT OBLIGATIONS. In addition to its other obligations hereunder, Client shall during the term of this Agreement:

- a. Cooperate with the contractor by making available, as reasonably requested by the Contractor, management decisions, information, approvals, and acceptances in order that the Contractor may properly accomplish its obligations and responsibilities hereunder.
- c. Provide appropriate interview facilities, equipment and other support materials and services.
- d. Make any hiring decision pursuant to its City Code of Ordinances and the Iowa Code. The Contractor only acts in an advisory capacity and assumes no responsibility for the actual hiring decision.
- e. Pay the cost of all advertising for this position.

4. Payments to Contractor

- 4.1 FEES. The Client agrees to pay the Contractor an hourly rate of one hundred fifty dollars (\$150) per hour for services outlined in Section 2.1. The client shall also reimburse the Contractor all reasonable expenses for meals, mileage, hotels, office supplies, copies, etc. Mileage will be paid at the current IRS rate of \$.575.
- 4.2 TIME OF PAYMENT. All fees and expenses shall be due and payable by the Client to the Contractor within 30 days of billing. Billing will take place at the end of each month during the project, with the final bill being submitted at the conclusion.
- 4.3 TERMINATION. The Client may terminate this Agreement at any time. In the case of termination, Client will pay the Contractor for all services that have already been performed or provided, plus all expenses incurred to that point, not to exceed the figures listed in 4.1 above.

5. Limitation of Liability

5.1 LIMITATION OF LIABILITY. In the event the Contractor may be held liable to Client for any matter arising out of or in any way relating to this Agreement, whether based on an action or claim in contract, tort, or otherwise, then the amount of damages recoverable against the Contractor shall not exceed the amount paid by Client to the Contractor in the prior twelve-month period for the specific Service which is the subject of the action or claim. The Contractor shall not be liable for indirect, special, consequential, or punitive damages of any party, including third parties. Further, no cause of action which accrued more than two (2) years prior to the filing of a suit alleging such cause of action may be asserted against the Contractor.

5.2 INDEMNITY AGREEMENT. The Client has requested the services of the Contractor in assisting with the search and hiring process for the position of Police Chief. The Contractor will provide these services in an advisory capacity only. Any hiring decisions will ultimately rest with the person designated as the appointing authority for this position by the Code of Iowa and/or the City Code of the Client.

The Client, which is requesting the services of the Contractor, agrees to hold harmless the Contractor, and all of its officers, agents and employees, and further agrees to defend them against any claims arising out of their involvement in this search/hiring process. It is further agreed that the Client will indemnify the Contractor and all officers, agents and employees of the Contractor, if any of them should suffer any loss in connection with their involvement in the hiring process for this position.

6. Miscellaneous

6.1 BINDING NATURE AND ASSIGNMENT. This Agreement shall be binding on the parties hereto and their respective successors and assigns, but neither party may, or shall have the power to, assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

6.2 NOTICES. Wherever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given when delivered in hand, or when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

In the case of the Contractor:

Cayler Consulting, LLC
Jeff Cayler
1326 Amy Ave.
Carroll, IA 51401

In the case of Client:

6.3 HEADINGS. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

6.4 RELATIONSHIP OF PARTIES. The Contractor, in furnishing Services to Client hereunder, is acting only as an independent contractor. The Contractor does not undertake by this Agreement or otherwise to perform any obligation of Client, whether regulatory or contractual, or to assume any responsibility for Client business or operations. The Contractor has the sole right and obligation to supervise, manage, contract, direct, procure, and perform or cause to be performed all work by the Contractor hereunder, unless otherwise provided herein.

6.5 APPROVALS AND SIMILAR ACTIONS. Where agreement, approval, acceptance, consent, or similar action by either party hereto is required by any provision of the Agreement, such action shall not be unreasonably delayed or withheld.

6.6 FORCE MAJEURE. Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing Services pursuant hereto, in whole or in part, as a result of delays caused by the other party or an act of God, war, civil disturbance, court order, labor dispute, weather conditions, third party nonperformance, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuation in electrical power, heat, light, air conditioning, or telecommunications equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof.

6.7 SEVERABILITY. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void.

6.8 WAIVER. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.

6.9 AMENDMENTS. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such amendment, change, waiver, or discharge is sought to be enforced.

6.10 ENTIRE AGREEMENT. This Agreement, including and Schedules referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are no representations, understanding, or agreements relative hereto which are not fully expressed herein.

6.11 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Contractor and Client each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

Cayler Consulting, LLC

By: _____

Title: _____

City of Knoxville, Iowa

By: _____

Title: _____