

**JONES COUNTY BOARD OF SUPERVISORS  
&  
CITY OF ANAMOSA CITY COUNCIL**

**SPECIAL JOINT MEETING AGENDA**

**WEDNESDAY, JUNE 1, 2022 – 6:00 P.M.  
ANAMOSA LIBRARY & LEARNING CENTER  
600 E. 1ST STREET, ANAMOSA, IA 52205**

Zoom Meeting Link  
<https://us02web.zoom.us/j/83649872716>  
Meeting ID: 836 4987 2716  
Passcode: Anamosa

Join by Telephone  
+1 312 626 6799 US  
Meeting ID: 836 4987 2716  
Passcode: 1059866

*If you wish to address the City Council, please wait for the Mayor to open the floor for public comment on that agenda item and then approach the podium. Before speaking, please state your name and address. Each speaker is limited to five (5) minutes per agenda item and is expected to refrain from the use of profane, obscene, or slanderous language.*

***The above Zoom link does not allow for participation in the meeting. It is for viewing only.***

- 1.0) ROLL CALL
- 2.0) PLEDGE OF ALLEGIANCE
- 3.0) DISCUSSION AND POSSIBLE ACTION – AMENDMENT OF 28E AGREEMENT BETWEEN CITY OF ANAMOSA AND JONES COUNTY FOR DILLION MILITARY BRIDGE
- 4.0) DISCUSSION AND POSSIBLE ACTION – RESTORATION, REPAIR, AND/OR REPLACEMENT OF DILLION MILITARY BRIDGE
- 5.0) ADJOURNMENT

**THIS NOTICE IS HEREBY GIVEN AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE MEETING SPECIFIED ABOVE, PURSUANT TO CHAPTER 21 OF THE CODE OF IOWA.**



Michael A. Mauro  
Secretary of State  
State of Iowa

# 28E Agreement

FOR OFFICE USE ONLY:

FILED

M500517

3/17/2008 12:24:00 PM

**PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM**

**Item 1.** The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	City of Anamosa	City	Jones
Party 2	Jones County	County	Jones
Party 3			
Party 4			
Party 5			

\*Enter "Other" if not in Iowa

**Item 2.** The type of Public Service included in this agreement is: 370 Other Public Works  
(Enter only one Service Code and Description) Code Number Service Description

**Item 3.** The purpose of this agreement is: *(please be specific)*  
 To establish, the ownership, control, and maintenance of the Dillon Military Road Bridge over the Wapsinicon River located near the City's Public Works Department.

**Item 4.** The duration of this agreement is: *(check one)*  Agreement Expires \_\_\_\_\_  Indefinite Duration  
[mm/dd/yyyy]

**Item 5.** Does this agreement amend or renew an existing agreement? *(check one)*  
 NO  
 YES Filing # of the agreement: \_\_\_\_\_  
(Use the filing number of the most recent version filed for this agreement)  
 The filing number of the agreement may be found by searching the 28E database at: [www.sos.state.ia.us/28E](http://www.sos.state.ia.us/28E).

**Item 6.** Attach two copies of the agreement to this form if not filing online.

**Item 7.** The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Coons FIRST Name Tammy  
 Title City Clerk Department City Clerk  
 Email tcoons@mchsi.com Phone 319-462-6055

## **28E Agreement**

### **Wapsipinicon River Pedestrian Bridge/Dillon Military Road Bridge**

#### **Between**

**City of Anamosa, Iowa**

**Jones County, Iowa**

#### **1. Public Entities**

This agreement shall be between the City of Anamosa, Iowa, a municipal corporation hereafter referred to as "the City" and Jones County, Iowa, a county corporation, hereafter referred to as the County".

#### **2. Purpose of Agreement**

The purpose of this Agreement is to establish the ownership, control, and maintenance of the Dillon Military Road Bridge (hereafter "the bridge") over the Wapsipinicon River located near the City's Public Works Department on what has historically been referred to as the Old Military Road.

#### **3. General Agreement**

It is agreed and understood that the bridge shall be considered to be owned and controlled on an equal basis by both the City and the County. It is agreed and understood that the cost of maintenance and repairs of the bridge shall be authorized by mutual agreement of both the Anamosa City Council and Jones County Board of Supervisors and shall be shared on an equal basis with each entity paying 50% of any net cost, minus the amount of any grants that may be obtained for such work.

#### **4. City Lead on Project**

It is agreed and understood that the City shall take the lead in obtaining the services of engineers, consultants, and contractors for the maintenance and repair of the bridge, provided that the County has authorized such services in advance in writing to the City. It is agreed and understood that the City shall prepare applications for funding from outside agencies for the maintenance and repairs of the bridge. Such applications shall identify both the City and County as joint owners of the bridge. Applications for funding shall be approved by both the City Council and the Board of Supervisors.

**5. Iowa Department of Natural Resources (Iowa DNR)**

It is agreed and understood that the Iowa DNR will assist the City and the County with normal maintenance and repair of the area located on the south side of the bridge adjacent to the Wapsipinicon State Park, but has declined to be a party to this agreement.

**6. Insurance Coverages**

It is agreed and understood that each entity shall continue to provide its own insurance coverages. It is also agreed that each entity shall be responsible for advising their insurance carriers of the intent and content of this agreement.

**7. Liability and Indemnification**

The entities that are parties to this Agreement shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold one another harmless against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from any action or inaction related to either entity which is deemed by a court of law or arbitrator not to be an action or inaction of the other entity. Notwithstanding the above, each entity at all times reserves the right to retain counsel of its own to defend its respective interests.

**8. Terms of Agreement**

The entities agree that this Agreement is the complete agreement of the parties and nothing further may be utilized to explain, contradict or nullify the agreement. The parties further agree that this document is 4 pages and encompasses 14 numbered sections. Each party has had ample opportunity to seek independent advice with regard to its terms. If there are to be any changes to this Agreement, they shall be done in writing and signed by all entities.

**9. Jurisdiction, Venue, and Attorney's Fees**

In the event there are any disputes that arise between the entities, all entities hereby consent and agree to the jurisdiction of the State of Iowa and the venue of Jones County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing entity shall be entitled to reasonable attorney's fees.

**10. Article Headings**

The article headings contained in this Agreement are for reference purposes only and shall not affect the meaning or the interpretation thereof.

**11. Execution of Documents**

The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

**12. Amendments**

As required by Section 28E of the Code of Iowa, this Agreement before going into effect must be filed with the Secretary of State and recorded with the County Recorder of Jones County, Iowa

The City Clerk of the City shall cause this Agreement to be recorded in the office of the County Recorder and filed with the Secretary of State prior to the effective date of this Agreement which shall be deemed effective fifteen days subsequent to the last date of approval, below, by the governing bodies designated. Any amendment, before adoption, must receive approval of the governing bodies of both the City and the County. An amendment is required to add another public agency as a signatory party to this Agreement. Any duly approved amendments to the Agreement shall be filed with the Secretary of State and recorded in the office of the Jones County Recorder.

**13. Term of Agreement**

This Agreement shall be in effect for the period ending June 30, 2012, and shall be automatically renewed for additional five (5) year periods, provided that the City or the County has not given written notice to amend the agreement at least ninety (90) days prior to the day of expiration.

**14. Termination of Agreement**

In the event that any public entity that is a party to this Agreement shall desire to withdraw or terminate this Agreement, a written notice of withdrawal shall be completed and delivered to all other public entities by hand delivery or certified mail by the first day of March prior to the expiration date of this Agreement as stated in Section 13.

Said withdrawal or termination shall not become effective until June 30th, and all current and outstanding payments for services have been made by the County to the City.

Approved by the City Council of the City of Anamosa, Iowa

Jon P. Hatcher  
Jon Hatcher, Mayor

Date 1/7/08

Attest: Tammy Coons  
Tammy Coons, City Clerk

Date 1/7/08

Approved by the Board of Supervisors of Jones County, Iowa.

Les Cook  
County Chairman

Date 1-7-08

Attest: Jamie Lynn  
County Auditor

Date 1/2/08



March 11, 2022

Beth Brincks  
City of Anamosa  
107 South Ford St.  
Anamosa, IA 52205

RE: **Proposal for Professional Services  
Dillion Military Bridge Evaluation, Anamosa, IA  
Project No.: 21224**

Dear Beth:

Origin Design appreciates the opportunity to submit this Proposal for professional services to provide bridge inspection and evaluation services for the City of Anamosa. We are grateful for the opportunity to contribute to this effort and look forward to partnering with you.

Our Proposal for Professional Services for the above-referenced project is outlined in detail below.

#### **Project Description**

Origin Design has completed the initial field inspection of the structure and we are recommending that the bridge remains closed as the stability of the southwest wingwall is at risk. The southwest wingwall has displaced laterally and is tilting into the waterway. This wingwall is particularly vulnerable to collapse during to highwater events when river flows can work behind the wing and exert outward pressure on the already displaced structure. A collapse of the wingwall, and the potential scour behind the abutment backwall, could destabilize the entire abutment and cause the collapse of the entire structure.

We are recommending that an in-depth inspection of the entire bridge be completed. This would include a "hands-on" inspection of the fracture critical elements of the truss, selective removal of the deck plank to assess the condition of the timber stringers, and an underwater inspection of the submerged elements of both abutments. We will be engaging a commercial dive firm to complete the underwater inspection which be directly overseen by an Engineer with Origin Design.

We are also recommending that a load rating of the bridge be completed to establish the safe load carrying capacity of the repaired structure.

The final component of these efforts will include the preparation of a preliminary restoration report. This report will outline specific repair and restoration items intended to stabilize the structure and extend the overall longevity of the bridge. The report will provide our opinion of probable construction costs for each of the recommendations. We will coordinate with local and specialized contractors during this project phase to develop repair strategies and establish project costs.

#### **Scope of Services**

The following list of services will be provided by or under the direct personal supervision of a Professional Engineer licensed to practice in the State of Iowa. Qualifications of personnel shall also comply with all applicable state and federal bridge inspection regulations:

DUBUQUE OFFICE  
137 Main Street, Ste. 100  
Dubuque, Iowa 52001

**origindesign.com**  
**800 556-4491**

**A. Bridge Inspection and Documentation Services**

1. Conduct an in-depth field inspection of the bridge to include the following elements:
  - i. Detailed inspection of the truss superstructure, deck, and bearings. This inspection will require selective removal of portions of the timber deck, to be performed by City forces.
  - ii. Underwater inspection of the bridge abutments. This effort will include the utilization of a commercial dive team, certified to complete bridge inspections.
2. An inspection report will be generated which details the finding of the inspection.

**B. Bridge Load Rating**

1. Establish safe structural capacity of the bridge.
2. The bridge capacity will be established by performing structural calculations on specific controlling members of the bridge, which shall be identified through engineering judgment. A more extensive structural load rating can be performed, which would include generating a detailed computer model of the entire bridge and evaluating every individual component. This would require a comprehensive modeling of splices, component sizes and bolt patterns throughout the structure. We do not feel that this level of analysis is required based on the condition and desired level of pedestrian service.
3. Submit certified Bridge Load Rating Report.

**C. Preliminary Restoration Report**

1. Identify specific restoration items to stabilize the structure and prolong the longevity of the bridge.
2. Coordination with State Historic Preservation Office (SHPO) to establish requirements and constraints for restoration work on this bridge, which shall include compliance with the Secretary of the Interior's Standards for Rehabilitation (36 CFR 67) for historic preservation.
3. Prepare an opinion of probable project cost for each proposed restoration item.
4. Present summary of findings at a City Council meeting.

**Exclusions from Professional Services**

The following is a list of services we are capable of providing, but have not included in this Proposal. We would be more than willing to perform any or all of the services under a separate Proposal.

1. **Preparation of construction documents for repairs.**
2. **Inspection techniques other than visual observations of surface conditions and oversight during the underwater inspection detailed herein.**
3. **Preparation of any information pertaining to a replacement structure.**
4. **Preparation of grant and/or funding proposals.**

**Compensation**

Origin Design proposes to complete the Scope of Professional Services as follows:

- A. **Bridge Inspection and Documentation Services:** Items 1-2 shall be completed at our standard hourly rates with an estimated fee of \$12,500.00 (Twelve Thousand Five Hundred Dollars and Zero Cents).





- 13. **Bridge Load Rating:** Items 1-3 shall be completed at our standard hourly rates with an estimated fee of \$3,500.00 (Three Thousand Five Hundred Dollars and Zero Cents).
- 14. **Preliminary Restoration Report:** Items 1-4 shall be completed at our standard hourly rates with an estimated fee of \$9,000.00 (Nine Thousand Dollars and Zero Cents).

**General Terms and Conditions**

The attached General Terms and Conditions are a part of this Proposal. This proposal is valid for 30 days from the date it was issued. If the services and fees defined in this proposal are acceptable, please return one signed copy to our office. If you have any questions, or require further assistance, please feel free to contact me at [nate.miller@origindesign.com](mailto:nate.miller@origindesign.com) or our office at **563 556-2464**.

Thank you for the opportunity to submit this Proposal for Professional Services.

Let's work on tomorrow. **Together.**

Sincerely,  
**Origin Design Co.**

Nate Miller, PE

Program Manager -FHWA Certified Team Leader

Tim Tranel, PE

Vice President of Human Resources &  
Structural Team Leader

I hereby accept this Proposal and General Terms and Conditions and authorize this work.

FOR: City of Anamosa

Authorized Signature

4/11/22

Date

Typed or Printed Name



## General Terms and Conditions

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The following General Terms and Conditions shall apply to the attached Agreement for Professional Services between Origin Design Co., herein referred to as the Consultant, and the Client identified in the attached Agreement.

The Client shall provide all criteria and full information with regard to his or her requirements for the Project, and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.

Services beyond those outlined in the proposal may be required or be required as a result of unforeseen circumstances. The Consultant under terms mutually agreed upon by the Client and the Consultant may provide these services.

For the scope of services agreed upon, the Client agrees to pay the Consultant the compensation as stated. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowed by law on the then outstanding balance of Past Due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

The Consultant shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Consultant from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the Consultant's services under this Agreement, and from claims under the Worker's Compensation Acts. The Consultant shall, if requested in writing, issue a certificate confirming such insurance to the Client.

The Client and the Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of the Consultant's fee or other amount agreed upon. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

The Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this agreement.

All documents including calculations, computer files, drawings, and specifications prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one time use in construction of this project. They are and shall remain the property of the Consultant. Any re-use without written approval or adaptation by the Consultant shall be at the Client's sole risk and the Client agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by the Client and by others acting through the Client.

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format or text, data, graphic, or of other types that are furnished by the Consultant to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, the Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this project.

The delivery of electronic information to Contractors is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

If this Agreement provides for any construction phase services by the Consultant, it is understood that the Contractor, not the Consultant, its agents, employees, or sub-consultants, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor.



When included in the Consultant's scope of services, opinions of probable construction cost are prepared on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions of probable construction cost.

The Client and the Consultant each binds himself or herself, partners, successors, executors, administrators, assigns, and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and sub-contractors, as he or she may deem appropriate to assist in the performance of services hereunder.

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. The Client acknowledges that the Consultant is performing professional services for the Client and the Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

The Client may terminate this Agreement with seven days (7) prior written notice to the Consultant for convenience or cause. The Consultant may terminate this Agreement for cause with seven (7) days prior written notice to the Client. The Client is obligated to pay for all services rendered up to the date the Consultant receives the written notice of intent to terminate. Failure of the Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until the Consultant has been paid in all full amounts due for services, expenses, and other related charges.

This Agreement supersedes all terms and conditions contained on a purchase order typically procuring products. It is understood by both parties upon execution of this agreement that if a purchase order is issued, it is for accounting purposes only. Purchase order terms and conditions are void and are not a part of our agreement.