

Special Meeting AGENDA

City of University Heights, Iowa
Special City Council Meeting
January 27, 2026

Community Center OUP 1302 Melrose Ave

7:00-8:00 p.m.

Meeting called by Mayor Louise From

	TOPIC	OWNER
7:00 Call to Order Special Meeting	Roll Call	Louise From
Finance Committee	Consideration of Resolution No. 26-05 Awarding General Obligation Corporate Purpose Bonds, Series 2026.	Louise From Jon Brown
City Administrator Report	Consideration of Resolution No. 26-06 Awarding a contract to Bolton and Menk to design a multi-use trail improvement project in University Heights. Cost of design not to exceed \$99,134.00.	Louise From Troy Kelsay
8:00 Adjournment		

Next Regular City Council Meeting is February 10, 2026, at the Community Center - OUP, 1302 Melrose Avenue. If you wish to participate in the meeting electronically, please email admin@university-heights.org for instructions.

**January 27, 2026, Special Meeting
City Attorney's Report**

1. **2026 General Obligation Borrowing.** The Council will consider Resolution No. 26-05 awarding General Obligation bonds in an amount not to exceed \$4,370,000.00, pursuant to the successful bid at the auction held at 11:00 a.m. January 27, 2026. The Resolution is attached; additional information will be added after Speer Financial reports on the auction results.
2. **Trial Project Design Contract.** The Council will consider Resolution No. 26-06 approving a contract with Bolton & Menk, Inc. for the design of a multi-use trail project in University Heights. The contract provides that the cost of the design work will not exceed \$99,134.00. Resolution No. 26-06 is attached; the contract is attached as Exhibit "A" to the Resolution.

\$1,500,000 *
City of University Heights, Johnson County, Iowa
General Obligation
Corporate Purpose Bonds, Series 2026

Best AON Bidder:	Best AON TIC:
DA Davidson	3.468548 %

	Serial/ Principal Sinker/ Due	Amount *	Term	Coupon
	Jun 1, 2027	\$125,000	Serial	4.000%
	Jun 1, 2028	\$130,000	Serial	4.000%
	Jun 1, 2029	\$135,000	Serial	4.000%
	Jun 1, 2030	\$140,000	Serial	4.000%
	Jun 1, 2031	\$145,000	Serial	4.000%
	Jun 1, 2032	\$150,000	Serial	4.000%
	Jun 1, 2033	\$160,000	Serial	4.000%
	Jun 1, 2034	\$165,000	Serial	4.000%
	Jun 1, 2035	\$170,000	Serial	4.000%
	Jun 1, 2036	\$180,000	Serial	4.000%

Purchase Price: \$1,542,352.25

Spread: None Entered

Time Submitted: January 27, 2026 at
11:33:10 AM EST

SpeerAuction Interest Cost Calculations (for informational purposes only)	
Issue Size	\$1,500,000
Gross Interest	\$365,800.00
Plus Discount/(Less Premium)	(42,352.25)
Total Interest Cost	\$323,447.75
True Interest Rate	3.468548%
Total Bond Years	9,145.00
Average Life	6.097 Years

Firm: DA Davidson

*Preliminary, subject to change

The foregoing bid as submitted or as revised post sale, if appropriate, was accepted and the Securities sold by action of this Board, and receipt is hereby acknowledged of the good faith Deposit, if any, which is being held in accordance with the terms of the annexed Official Notice of Sale.

Signature: _____

Title: _____

RESOLUTION NO. 26-05

**Resolution Awarding General Obligation
Corporate Purpose Bonds, Series 2026**

WHEREAS, the City of University Heights (the "City"), in Johnson County, State of Iowa heretofore proposed to enter into a General Obligation Loan Agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$4,370,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sanitary sewer system, sidewalk and storm water drainage improvements; and (b) acquiring and installing street lighting, signage and signalization improvements, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on December 9, 2025; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2026 (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Speer Financial, Inc. as municipal advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of D.A. Davidson & Co., Denver Colorado, (the "Purchaser"), is the best, such bid proposing the lowest interest cost to the City for the Bonds; 3.4685%.

NOW, THEREFORE, Be It Resolved by the City Council of the City of University Heights, Iowa, as follows:

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the "Sale Agreement") of the Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting to be held on February 10, 2026.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved January 27, 2026.

Upon motion by NAME, and seconded by NAME, the vote was as follows:

	AYE	NAY	ABSENT	ABSTAIN
Dwyer	_____	_____	_____	_____
Herbold	_____	_____	_____	_____
Moore	_____	_____	_____	_____
Schroeder	_____	_____	_____	_____
Swales	_____	_____	_____	_____

Upon Roll Call thus recorded, the Resolution is declared adopted this 27th day of January, 2026.

Louise A. From, Mayor

ATTEST:

Mike Haverkamp, City Clerk

RESOLUTION NO. 26-06

RESOLUTION APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AND THE CITY CLERK TO ATTEST AN AGREEMENT WITH BOLTON & MENK, INC. FOR CONSULTING SERVICES RELATED TO THE MULTI-USE TRAIL IMPROVEMENT PROJECT

WHEREAS, the City Council of the City of University Heights, Iowa, desires to proceed with consideration and development of plans related to the multi-use trail improvement project (“the Project”) that has been discussed with The University of Iowa; and

WHEREAS, the Mayor, City Council Chair of Finance and Chair of Building, Zoning, and Sanitation, and the City Administrator have communicated and solicited a proposal for services from Bolton & Menk, Inc. to provide consulting services for the project; and

WHEREAS, Bolton & Menk, Inc. has submitted a two-year “Agreement for Professional Services” related to consulting work on the Project at a cost not to exceed \$99,134.00 (the Agreement is Attached as Exhibit “A”); and

WHEREAS, the Mayor, City Council Chair of Finance and Chair of Building, Zoning, and Sanitation, and the City Administrator recommend approval of the Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UNIVERSITY HEIGHTS, IOWA, AS FOLLOWS:

The City Administrator of the City of University Heights, Iowa is authorized to sign and the City Clerk to attest an Agreement for Professional Services with Bolton & Menk, Inc. in substantially the same form set forth in Exhibit “A” attached, with such revisions or changes as approved by the Mayor, City Administrator, and City Attorney.

Upon motion by NAME, and seconded by NAME, the vote was as follows:

	AYE	NAY	ABSENT	ABSTAIN
Dwyer	_____	_____	_____	_____
Herbold	_____	_____	_____	_____
Moore	_____	_____	_____	_____
Schroeder	_____	_____	_____	_____
Swailes	_____	_____	_____	_____

Upon Roll Call thus recorded, the Resolution is declared adopted this 27th day of January, 2026.

Louise A. From, Mayor

ATTEST:

Mike Haverkamp, City Clerk

UH Resolutions/Resolution 26-06 approving Bolton & Menk contract 01 27 2026

Exhibit "A" to Resolution No. 26-06

CONTRACT SUMMARY PAGE

Term	Description	Section
"CONSULTANT"	Bolton & Menk, Inc.	Preamble
"CLIENT"	City of University Heights	Preamble
"Project"	Multi-use Trail Improvement Project near the forested property north of One University Place development and north of Prospect Place.	Preamble
Scope of Services	Services to be performed in connection with the Project	Exhibit A
Fees	Consultant shall be compensated on an hourly basis pursuant to the Schedule of Fees, but the total fees shall not exceed \$99,134	Section III.A, Schedule 1
Schedule of Fees	Hourly rates to be charged for the Project or for Additional Services	Schedule 1
Payment	Consultant shall invoice Client no more than monthly, with payments to be due within 45 days of invoice.	Section III.B
Term of Agreement	Two years or a longer identified completion period	Section IV.J

ATTACHMENTS:

- Schedule 1 Schedule of Fees
- Exhibit A Scope of Services
- Exhibit B Project Area

AGREEMENT FOR PROFESSIONAL SERVICES IA

STANDARD PROJECT-PUBLIC CLIENT

CITY OF UNIVERSITY HEIGHTS and BOLTON & MENK, INC.

This Agreement, made this XX day of January, 2026, by and between CITY OF UNIVERSITY HEIGHTS, 1302 MELROSE AVE, UNIVERSITY HEIGHTS, IA ("CLIENT"), and BOLTON & MENK, INC., 401 1ST ST SE, SUITE 201, CEDAR RAPIDS, IA ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with MULTI-USE TRAIL IMPROVEMENT PROJECT ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A and Exhibit B.

B. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees for the time spent by CONSULTANT'S personnel in performance of the Services. Total fees for the Services shall not exceed \$99,134.00 without the prior consent of CLIENT. See the attached Schedule 1 for Schedule of Fees applicable to this Agreement. The Client has authority to authorize an increase in the preceding not-to-exceed limit in writing.
2. The preceding Schedule of Fees shall apply for services provided through December 31, 2027. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work subject to the Total cost not to exceed fee or approved Additional Services.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV - GENERAL

A. STANDARD OF CARE. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE. In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.
2. Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This

indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.

3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that

the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including reports, plans, and specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.

1. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

O. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL. All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW. This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of University Heights

CONSULTANT: Bolton & Menk, Inc.

2026 FEE SCHEDULE

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2026. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

EMPLOYEE CLASSIFICATION	2026 HOURLY BILLING RATE
Administrative	\$70-175
Technician	\$98-186
Survey Technician	\$112-202
Senior Technician	\$138-230
Construction Manager	\$162-228
Design Engineer	\$135-202
Graduate Engineer	\$125-190
Graduate Surveyor	\$145-202
Landscape Designer	\$128-178
Landscape Architect	\$156-185
Licensed Project Surveyor	\$190-237
Planner	\$120-181
Project Engineer	\$148-220
Project Manager	\$140-261
Senior Landscape Architect	\$154-269
Senior Planner	\$172-240
Senior Project Engineer	\$170-220
Senior Project Manager	\$190-290
Architect	\$160-276
Specialist*	\$100-216
Practice Expert**	\$125-349
Principal**	\$180-320
Senior Principal**	\$232-344
GPS/Robotic Survey Equipment ¹	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise.

**Highly specialized and industry expertise unique to the market or area of discipline.

EXHIBIT A

The Consultant agrees to perform the following services for the City of University Heights (Client) and to do so in a timely and satisfactory manner.

This project will be organized into two bid packages:

Package 1 includes the single and double track portions of the project primarily located in phases 1, 2 and 4 as shown in Exhibit B. Phase 1 is the only portion of the project within University Heights property. Phases 2, 3, and 4 are located on land owned by the Board of Regents.

Package 2 includes a paved accessible trail located north of the One University Place development. This area is identified as phase 3 in Exhibit B. Each package will follow a review with each respective property owner and follow typical formatting requirements for bid documents.

TASK 1: DESIGN

Project Management

The project manager for the Consultant shall be responsible for a kickoff meeting with representatives from the City of University Heights (Client), and the Board of Regents. This task also includes progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task shall also include scheduling of staff, review of progress, and review of deliverables.

Kick-off Meeting

One (1) Kick-off meeting on-site to confirm work scope and discuss project direction with representatives from the Client and Board of Regents.

Coordination Meetings

The Consultant shall facilitate up to eight (8) review meeting (virtual via Teams) with the Client to review project progress project milestones to discuss coordination items and determine next steps for moving the project forward. These meetings are planned to occur at each milestone for each bid package. It is anticipated that two coordination meetings will occur for each project milestone. Meetings may also include representatives from Board of Regents.

Topographical and Boundary Survey

Basemap Survey

The Consultant shall provide survey base mapping as follows:

The Consultant shall complete a topographic survey and boundary survey of the project area to develop a base map inclusive of a digital terrain model, and utility information within the project area. All utilities, both public and private, within the project limits will need to be located through the Iowa One Call System and shown on project plans and documents. LiDAR data from Johnson County will be utilized for topographic features throughout the site not included in the topographic survey extents near existing public infrastructure.

Final Design / Construction Documents

30% Construction Documents

The Consultant shall develop two schematic plan sets for proposed multi-use trail system improvements and associated site amenities based on the improvements defined during Master Planning. 30% Construction Documents shall be completed to provide the Client with the detail necessary to evaluate budget for the project improvements. The Consultant shall include the following sheets in the 30% Construction Document submittal:

30% Plans:

1. Cover Sheet
2. Construction Details
3. Estimated Quantities
4. Layout Plan
5. Utility Plan

Opinion of Probable Cost

Preliminary opinion of probable construction cost for the project based on representative major project elements, bid items, recent bid information, and itemized contingency costs for project elements which are not clearly defined.

Review of Existing Conditions

Review of current project area including topography, significant trees, drainageways, soil conditions, and other natural features within the anticipated trail alignment. The intent of this task is to review the conditions observed during the master plan process and accommodate for any changes that may have occurred.

60% Construction Documents

Upon notice to proceed from the Client after 30% Construction Documents, the Consultant shall develop two plan sets of 60% Construction Documents. 60% Construction Documents shall be completed to provide the Client with the detail necessary to evaluate budget for the project improvements. The Consultant shall include the following sheets in the 60% Construction Document submittal:

60% Plans:

1. Cover Sheet
2. Construction Details
3. Estimated Quantities
4. Removals Plan
5. Layout Plan
6. Grading Plan
7. Utility Plan
8. Erosion Control Plan

Opinion of Probable Cost

Preliminary opinion of probable construction cost for the project based on representative major project elements, bid items, recent bid information, and itemized contingency costs for project elements which are not clearly defined.

90% Construction Documents

After review of the 60% Construction Documents and upon authorization from the Client, the Consultant shall proceed with the development of 90% Construction Documents for each phase of the project. Comments received from the City of University Heights and Board of Regents during the 60% Construction Document submittal review will be incorporated during the 90% Construction Document submittal. The 90% plan set shall be submitted for Site Approval process as required. Site Approval comments shall be incorporated in 100% Construction Document Plans.

90% Plans:

1. Cover Sheet
2. Construction Details
3. Estimated Quantities
4. Removals Plan
5. Layout Plan
6. Grading Plan
7. Utility Plan
8. Erosion Control Plan

Opinion of Probable Cost

Preliminary opinion of probable construction cost for the project based on representative major project elements, bid items, recent bid information, and itemized contingency costs for project elements which are not clearly defined.

100% Construction Documents

After the City's review of the 90% Construction Document Set and upon authorization from the Client, the Consultant shall proceed with the development of 100% Construction Documents for the project. Comments received from the Client, Board of Regents, and City of University Heights during the 90% Construction Document submittal review will be incorporated during the 100% Construction Document submittal.

100% Plans:

1. Cover Sheet
2. Construction Details
3. Estimated Quantities
4. Removals Plan
5. Layout Plan
6. Grading Plan
7. Utility Plan
8. Erosion Control Plan

Opinion of Probable Construction Cost

The Consultant shall prepare an opinion of probable construction cost for the project. The final cost opinion shall include all project elements.

Certification: The Consultant shall sign and certify 100% construction plans.

Project Manual and Special Provisions: The Consultant shall prepare and submit project manual, technical specifications, and special provisions to SUDAS to accompany the final construction documents.

SCHEDULE

The following describes our anticipated schedule for the completion of this project. Upon notice-to-proceed, we will work with City staff to determine the best timeline that works for the City and define deliverable dates accordingly.

Anticipated Schedule:

- Notice to Proceed: January 2026
- Project Initiation: February 2026
- Schematic Design (30% Submittal): February 2026
- Design Development (60% Submittal): March 2026
- Construction Documents (90% Submittal): April 2026
- Final Design (100% Submittal): May 2026
- Bid letting: June 2026
- Contract award: Summer 2026

COMPENSATION

The scope of services described herein will be completed and invoiced monthly at Standard Hourly Rates with an hourly not-to-exceed estimated fee of **\$99,134**.

I.B ADDITIONAL SERVICES/EXCLUSIONS

Consulting services performed other than those authorized under Section I.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Excluded services may include but are not limited to:

1. Stormwater Calculations
2. Stormwater Management Design
3. Architectural Design of Structures
4. Structural Engineering
5. Construction Staking
6. Bidding Services
7. Construction Inspection and/or Observation
8. Permitting
9. Geotechnical Engineering
10. Nature Resource Delineation and Management
11. Additional Meetings
12. Graphics including 2D or 3D rendered plans

EXHIBIT B - PROJECT AREA

Multi-Use Trail System Master Plan
University Heights, IA

University Heights Multi-use trails
December 2024

