

# AGENDA

**COUNCIL MEETING**  
**Tuesday, January 26, 2021**  
**5:30 P.M.**  
**CITY HALL COUNCIL CHAMBERS**

**I. CALL TO ORDER:**

**II. OPEN FORUM: This is a time for any concerned citizen to speak to the Council on an item that is not on the agenda.**

**III. CONSENT ITEMS:**

- A. 1/12/21 regular Council minutes
- B. Fareway Stores, Inc., #888, Class E liquor license
- C. Adjust sewer charges of \$1086.64 at 206 North Oak Street.

**IV. NEW BUSINESS:**

- A. Public hearing for General Obligation Refunding Loan Agreement related to Series 2012, Series 2015A and Series 2015B Bonds.
- B. Public hearing for Taxable General Obligation Urban Renewal Loan Agreement for Series 2021 Bonds.
- C. Consider approval of resolution expressing the Council's intent to enter into both Loan Agreements and authorizing the City's Bond Registrar to take action to call outstanding Bonds for early redemption.
- D. Update on potential City financing for proposed animal shelter project.
- E. Request for hearing regarding nuisance abatement notice at 407 South Olive.
- F. Consider approval for filling Police Sargent position.
- G. Consider approval of agreement with Doc's Stadium for lease of alley.
- H. Consider approval of addendum to professional service agreement with Bolton and Menk for wastewater treatment facility plan.
- I. Consider approval of professional service agreement with Bolton and Menk for preparation of EPA Risk and Resilience Assessment and Emergency Response Plan.
- J. Consider approval of professional service agreement with Bolton and Menk for preliminary design, final design and construction services for the Wastewater Treatment Facility Improvement project.
- K. Set public hearing for Interim Loan and Disbursement Agreement with Iowa Finance Authority for Wastewater Treatment Plant Upgrade project.
- L. Set Public hearing for adoption of 2021-2022 Budget
- M. Set date for 2021-2022 budget workshop.

**V. REPORTS:**

- A. Engineer
- B. City Clerk
- C. Attorney
- D. City Administrator
- E. Departments
- F. Council & Committees
- G. Mayor

**VI. ADJOURN.**

## AGENDA SUMMARY

DATE 1/26/21

### NEW BUSINESS

#### NEW BUSINESS:

- A. **Public hearing for General Obligation Refunding Loan Agreement related to Series 2012, Series 2015A and Series 2015B Bonds.** The public hearing is for a loan agreement to refund outstanding balances of existing bonds. This action is estimated to save approximately \$284,000 in interest over the period FY21-FY35, which is a reduction in overall interest cost on those bonds of 47%.
- B. **Public hearing for Taxable General Obligation Urban Renewal Loan Agreement for Series 2021 Bonds.** This public hearing is to provide funds for the downtown urban renewal area that would be paid from tax increment.
- C. **Consider approval of resolution expressing the Council's intent to enter into both Loan Agreements and authorizing the City's Bond Registrar to take action to call outstanding Bonds for early redemption.** This is the action needed following the public hearings from Items A and B. (Resolution attached),
- D. Update on potential City financing for proposed animal shelter project.
- E. **Request for hearing regarding nuisance abatement notice at 407 South Olive.** Attached is a nuisance letter the Building/Zoning inspector issued for removal of abandon vehicles. Under section 50.08 of the Municipal Code (attached), a request for a hearing can be made to the Council.
- F. **Consider approval for filling Police Sargent position.**
- G. **Consider approval of agreement with Doc's Stadium for lease of alley.** The City leases the alley to Doc's Stadium for outdoor business associated with his business. The current 3-year lease has expired. This action would provide for a new 3-year term. (Previous lease attached)
- H. **Consider approval of addendum to professional service agreement with Bolton and Menk for wastewater treatment facility plan.** Committee reviewed the addendum and is recommending approval of an additional \$14,000. (Addendum attached. See committee notes.)
- I. **Consider approval of professional service agreement with Bolton and Menk for preparation of EPA Risk and Resilience Assessment and Emergency Response Plan.** Committee reviewed and is recommending approval of \$19,500. (Service agreement attached. See committee notes.)
- J. **Consider approval of professional service agreement with Bolton and Menk for preliminary design, final design and construction services for the Wastewater Treatment Facility Improvement project.** Committee reviewed and is recommending approval of \$127,500. (Service agreement attached. See committee notes.)
- K. **Set public hearing for Interim Loan and Disbursement Agreement with Iowa Finance Authority for Wastewater Treatment Plant Upgrade project.** Attached is the application for a \$700,000 loan for administrative, legal, and engineering services for the wastewater plant upgrade. The public hearing is required in order for the City to enter into an agreement for the loan. The hearing would be set for 2/9/21.
- L. **Set Public hearing for adoption of 2021-2022 Budget.** Date would be 3-9-21. Attached is the budget schedule.
- M. **Set date for 2021-2022 budget workshop.** Scheduled date would be 2-9-21.

COUNCIL MEETING

January 12, 2021

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek  
ABSENT: None

Meeting was held at City Hall with Mayor Gordon and Councilman Ahrenholtz. Also present was Councilman Sloan, Wetrich, Jackson and Zmolek via invite on electronic Zoom application. This was necessary due to the State of Iowa Governor issuing a State Public Disaster Emergency Proclamation. The Disaster Emergency was due to the 2019 Novel Coronavirus.

No citizens spoke during Open Forum.

On motion by Ahrenholtz, second by Sloan, the Council approved the following consent agenda: December 8, 2020 Council Minutes and December 18, 2020 Special Council Minutes, approval to hire Melody Larsen for \$20.00 per hour for temporary accounting services, approval to adjust sewer charges by \$364.28 at 403 W. State Street, approval of pay estimate #6 to Caliber Construction for \$4,104.00 for Shared Use Path, Casey's #1617, Class E Liquor License and payment of monthly bills from City funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek  
NAY: None

This was the time and place for the Public Hearing for the sale of property at 204 E McKinley St. Mayor Gordon called for oral or written comments and there were none. On motion by Ahrenholtz, second by Wetrich, the Council closed the Public Hearing.

AYE: Jackson, Sloan, Wetrich, Zmolek, Ahrenholtz  
NAY: None

**RESOLUTION NO. 1-21**

On motion by Sloan, second by Jackson, the Council approved Resolution No. 1-21, a resolution approving agreement for sale of property located at 204 East McKinley Street.

AYE: Sloan, Wetrich, Zmolek, Ahrenholtz, Jackson  
NAY: None

**RESOLUTION NO. 2-21**

On motion by Ahrenholtz, second by Zmolek, the Council approved to set public hearing for Annual Maximum Property Tax Levy. A public hearing date has been set for February 9, 2021 at 5:30 p.m.

AYE: Wetrich, Zmolek, Ahrenholtz, Jackson, Sloan  
NAY: None

On motion by Wetrich, second by Sloan, the Council approved the following Mayor/Council appointments:

Matt Wetrich:  
Park & Rec  
Golf Course  
Recycling  
Grow Greene County Gaming Corporation  
Bell Tower Foundation

Dave Sloan:  
Streets  
Chamber/Jefferson Main Street  
Hwy 30  
Animal Shelter  
Downtown Buildings

Pat Zmolek:  
Mayor Pro-tem  
PD Committee  
LEC Entity  
Finance Committee  
Downtown Buildings

Harry Ahrenholtz:  
Wage and Benefit  
Housing  
GCDC  
Finance  
Public Works

Darren Jackson:  
Park and Rec  
Housing  
Library  
Cemetery  
Animal Control

Matt Gordon:  
PD Committee  
Fire Department  
LEC Entity  
Animal Control  
Hotel/Motel  
Finance

AYE: Zmolek, Ahrenholtz, Jackson, Sloan, Wetrich  
NAY: None

On motion by Jackson, second by Wetrich, the Council approved of agreement with Molly Naumann for consulting services to amend historic district to include building in the 200 block of North Wilson Street. The consulting fees are not to exceed \$500.00 for services.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek  
NAY: None

On motion by Sloan, second by Ahrenholtz, the Council approved to purchase a computer server for general government and utilities from Computer Concepts of Iowa in the amount of \$9,700.00 for server configuration, labor to migrate data and install.

AYE: Zmolek, Ahrenholtz, Jackson, Sloan, Wetrich  
NAY: None

On motion by Jackson, second by Wetrich, the Council approved video services with Sebourn Video Services LLC in the amount of \$200.00 per meeting, \$20.00 per meeting for setting up zoom and \$10.00 per meeting to stream to Facebook Live & You Tube Live. Council also agreed to buy an ATEM Mini Pro HDMI Live Stream Switcher in the amount of \$636.65.

AYE: Jackson, Sloan, Ahrenholtz, Wetrich, Zmolek  
NAY: None

On motion by Ahrenholtz, second by Sloan, the Council approved for Jefferson Fire Department to apply for a Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2020 Assistance to Firefighters Grant Program for a generator.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek  
NAY: None

**RESOLUTION NO. 3-21**

On motion by Ahrenholtz, second Jackson, the Council approved Resolution No. 3-21, a resolution setting date for hearings on General Obligation Loan Agreements in total amount not to exceed \$6,500,000.00. A public hearing date has been set for January 26, 2021 at 5:30 p.m.

AYE: Sloan, Jackson, Wetrich, Zmolek, Ahrenholtz  
NAY: None

On motion by Sloan, second by Zmolek, the Council approved of addendum to Piper/Sandler agreement for Bond Series 2021 in the amount of \$1,500.00 for annual reporting fee per year.

AYE: Jackson, Sloan, Ahrenholtz, Wetrich, Zmolek  
NAY: None

Tim Oswald from Piper/Sandler was available for discussion regarding financing of Capital Improvement Projects.

Presentation by Denny Hamman, Park and Recreation Director along with Nathan Kral Assistant Park and Recreation Director, Dan Rohner, Steve Kohl and Mitchell Rainey on Disc Golf for Daubendiek Park.

The following bills were approved for payment from City funds:

A1 AUTOMOTIVE	PD OIL CHANGE	120.20
ABC PEST CONTROL	PEST CONTR	325.00
ACCESS SYSTEMS INC	RN CPIER LSE	596.15
ACCESS SYSTEMS LEASING	CPIER LSE	569.64
ACCO UNLIMITED CORP	WA CHEM	5,393.60
AFLAC	AFLAC INS W/H	118.43
AFSCME/IOWA COUNCIL 61	UNION DUES	338.85
AG SOURCE COOP	WA TSTG	1,666.00
AHEAD LLC	GCRSE MERCH	645.93
AIR MACH INC.	WA FILTER/OIL	198.00
ALLIANT ENERGY	UTILITIES	26,616.11
ALLISON POWELL	WA DEP REF	110.73
AMERICAN WATER WORKS ASSN	WA DUES	394.00
APPLIED CONCEPTS, INC.	PD STALKER RADAR	3,222.00
ASCAP	HOT/MOT MUSIC FEE	367.00
BAKER & TAYLOR INC.	LB BOOKS	1,943.50
BELL TOWER COMM FOUNDATION	BELL TOWER FUND	5,000.00
BMI	HOT/MOT MUSIC FEE	364.00
BOLTON & MENK INC	PA ENG	34,089.60
BOMGAARS	SUPP	1,135.71
BOUND TREE	PD KIT	505.17
CAHOY PUMP SERVICE INC.	WA HIGH SERV PUMP	42,470.00
CALIBER CONCRETE LLC	E L'WAY CORRIDOR#5	214,932.17
CARROLL CO. SOLID WASTE	RC MRKT FEES	2,825.14
CARROLL HYDRAULICS CO INC	RUT PARTS	230.73
CENTRAL IA SYSTEMS	LB RUN CABLE	1,424.61
CINTAS CORP	FIRST AID	209.83
CLEANING SOLUTIONS INC.	CLEAN	2,466.00
COBRAHELP	PA FEE	50.00

RESOLUTION NO. \_\_\_\_\_

Expressing intent to enter into General Obligation Refunding Loan Agreement and Taxable General Obligation Urban Renewal Loan Agreement and authorizing early redemption of outstanding Bonds

WHEREAS, the City of Jefferson (the “City”), in Greene County, State of Iowa, has proposed to enter into a General Obligation Refunding Loan Agreement (the “Refunding Loan Agreement”) in a principal amount not to exceed \$4,000,000 pursuant to the provisions of Section 384.24A of the Code of Iowa, related to refunding the outstanding balances of the City’s General Obligation Urban Renewal Corporate Purpose Bonds, Series 2012 (the “Series 2012 Bonds”), General Obligation Urban Renewal Corporate Purpose Bonds, Series 2015A (the “Series 2015A Bonds”) and General Obligation Reimbursement Bonds, Series 2015B (the “Series 2015B Bonds”), and has published notice of the proposed action and has held a hearing thereon; and

WHEREAS, the City also has proposed to enter into a Taxable General Obligation Urban Renewal Loan Agreement (the “Urban Renewal Loan Agreement”) in a principal amount not to exceed \$2,500,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of financing an urban renewal project in the Jefferson Urban Renewal Area consisting of improvements to downtown commercial buildings, and has published notice of the proposed action and held a herein thereon, and no petition has been filed asking that the question of entering into such loan agreement be submitted to the registered voters of the City; and

WHEREAS, the City intends to enter into the Refunding Loan Agreement and the Urban Renewal Loan Agreement in the future and to issue General Obligation Refunding Bonds, Series 2021A and Taxable General Obligation Urban Renewal Bonds, Series 2021B (together, the “Bonds”); and

WHEREAS, in the resolution authorizing the issuance of the Series 2012 Bonds, the City Council reserved the right to call for redemption prior to maturity any of the Series 2012 Bonds that are scheduled to mature after June 1, 2017 (the “Callable Series 2012 Bonds”); and

WHEREAS, in the resolutions authorizing the issuance of the Series 2015A Bonds and the Series 2015B Bonds, the City Council reserved the right to call for redemption prior to maturity any of the Series 2015A Bonds and the Series 2015B Bonds that are scheduled to mature after June 1, 2020 (the “Callable Series 2015A and the Callable Series 2015B Bonds”); and

WHEREAS, it is necessary at this time to authorize the early redemption of the Callable Series 2012 Bonds, the Callable Series 2015A and the Callable Series 2015B Bonds;

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

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# NOTICE TO ABATE NUISANCE

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TO: Theodore Herrick

12/13/2020

407 S Olive St

Jefferson, Iowa 50129

You are hereby notified to abate a nuisance at 407 S Olive St . Jefferson Iowa 50129 . This nuisance consists of junk vehicles as described in chapter 51 in the City of Jefferson, Iowa Code of Ordinances

“Junk vehicle” means any vehicle which has any of the following characteristics:

- A. Broken Glass. Any vehicle with a broken or cracked windshield, window, headlight or tail light, or any other cracked or broken glass.
- B. Broken, Loose or Missing Part. Any vehicle with a broken, loose or missing fender, door, bumper, hood, steering wheel or trunk lid.
- C. Habitat for Nuisance Animals or Insects. Any vehicle which has become the habitat for rats, mice, or snakes, or any other vermin or insects.
- D. Flammable Fuel. Any vehicle which contains gasoline or any other flammable fuel.
- E. Inoperable. Any motor vehicle which lacks an engine or two or more wheels or other structural parts, rendering said motor vehicle totally inoperable, or which cannot be moved under its own power or has not been used as an operating vehicle for a period of thirty (30) days or more.
- F. Defective or Obsolete Condition. Any other vehicle which, because of its defective or obsolete condition, in any other way constitutes a threat to the public health and safety.

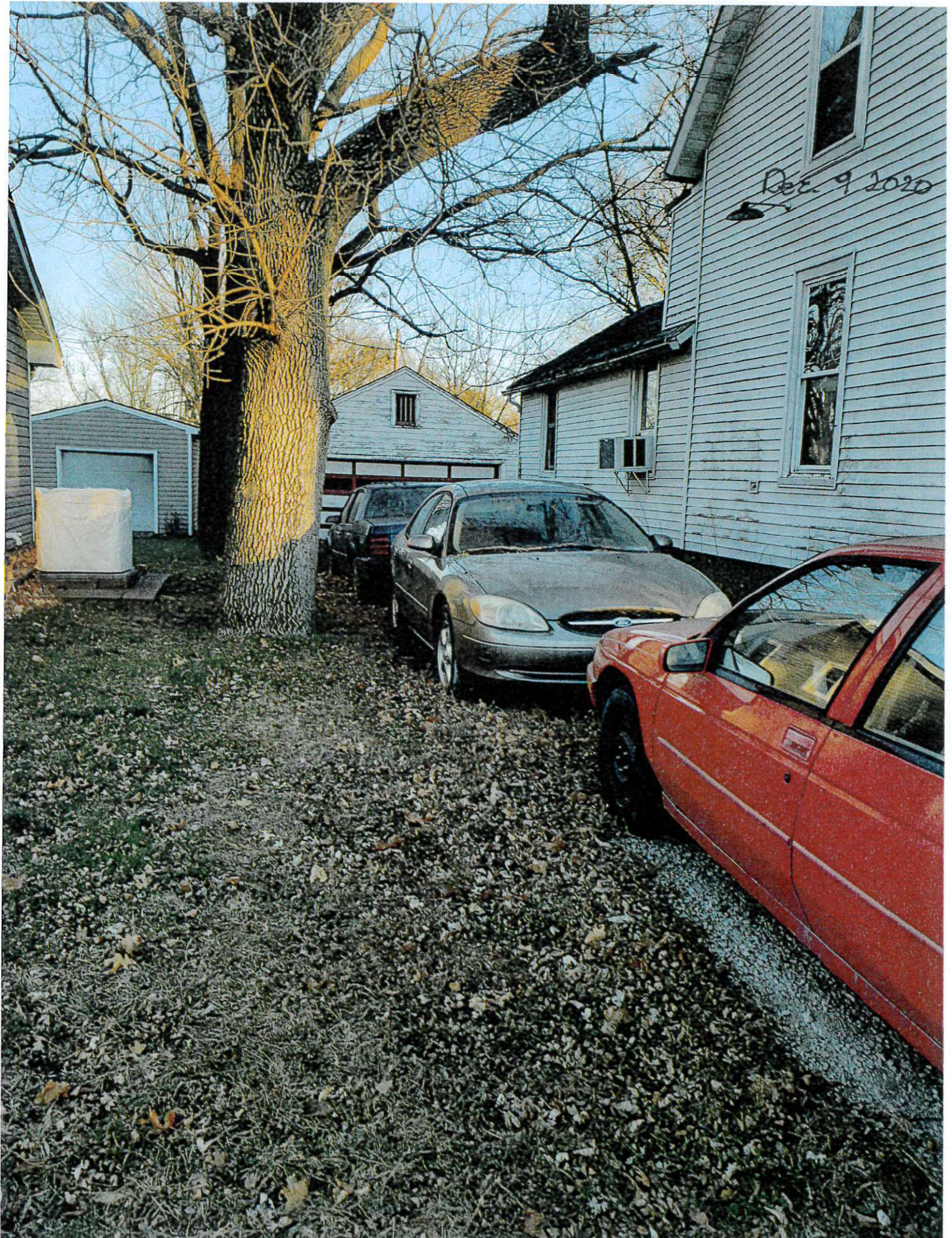
The junk vehicles include 2 Oldsmobile Cutlass Cierra's , a Ford Taurus, and a Chevrolet Corsica. To abate this nuisance you must either make necessary repairs to make these vehicles able to be driven on a public roadway and move them from their current locations ,store them inside ,or remove them from your property. You are hereby notified that you have 30 days to abate this nuisance or request in writing, a hearing before the city council. If the City takes action to abate this nuisance the City will assess all costs to the property owner.

Date: 12-14-2020 Time: 3:32 PM

By: 

Chad Stevens / Code Enforcement Officer

City of Jefferson, Iowa 515-386-4660



Dec 9 2020

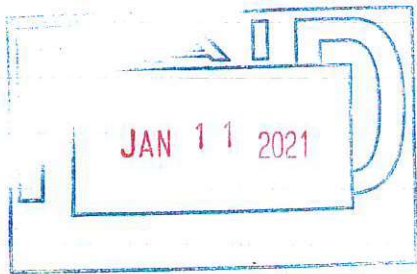




January 11<sup>th</sup>, 2021

City of Jefferson, Iowa  
City Hall

I request a hearing before the Mayor and City Council regarding an abatement notice for the property located at 407 South Olive Street in Jefferson. As the owner of the aforementioned property, I do hereby request this action.



Very Truly Yours,

Theodore Herrick

**50.04 NUISANCES PROHIBITED.** The creation or maintenance of a nuisance is prohibited, and a nuisance, public or private, may be abated in the manner provided for in this chapter or State law.

*(Code of Iowa, Sec. 657.3)*

**50.05 NUISANCE ABATEMENT.** Whenever the Mayor or other authorized municipal officer finds that a nuisance exists, such officer shall cause to be served upon the property owner a written notice to abate the nuisance within a reasonable time after notice. †

*(Code of Iowa, Sec. 364.12[3h])*

**50.06 NOTICE TO ABATE: CONTENTS.** The notice to abate shall contain:

*(Code of Iowa, Sec. 364.12[3h])*

1. Description of Nuisance. A description of what constitutes the nuisance.
2. Location of Nuisance. The location of the nuisance.
3. Acts Necessary to Abate. A statement of the act or acts necessary to abate the nuisance.
4. Reasonable Time. A reasonable time within which to complete the abatement.
5. Assessment of City Costs. A statement that if the nuisance or condition is not abated as directed and no request for hearing is made within the time prescribed, the City will abate it and assess the costs against such person.

**50.07 METHOD OF SERVICE.** The notice may be in the form of an ordinance or sent by certified mail to the property owner.

*(Code of Iowa, Sec. 364.12[3h])*

**50.08 REQUEST FOR HEARING.** Any person ordered to abate a nuisance may have a hearing with the Council as to whether a nuisance exists. A request for a hearing must be made in writing and delivered to the Clerk within the time stated in the notice, or it will be conclusively presumed that a nuisance exists

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† **EDITOR'S NOTE:** A suggested form of notice for the abatement of nuisances is included in the appendix of this Code of Ordinances. Caution is urged in the use of this administrative abatement procedure, particularly where cost of abatement is more than minimal or where there is doubt as to whether or not a nuisance does in fact exist. If compliance is not secured following notice and hearings, we recommend you review the situation with your attorney before proceeding with abatement and assessment of costs. Your attorney may recommend proceedings in court under Chapter 657 of the Code of Iowa rather than this procedure.

and it must be abated as ordered. The hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.

**50.09 ABATEMENT IN EMERGENCY.** If it is determined that an emergency exists by reason of the continuing maintenance of the nuisance or condition, the City may perform any action which may be required under this chapter without prior notice. The City shall assess the costs as provided in Section 50.11 after notice to the property owner under the applicable provisions of Sections 50.05, 50.06 and 50.07 and hearing as provided in Section 50.08.

*(Code of Iowa, Sec. 364.12[3h])*

**50.10 ABATEMENT BY CITY.** If the person notified to abate a nuisance or condition neglects or fails to abate as directed, the City may perform the required action to abate, keeping an accurate account of the expense incurred. The itemized expense account shall be filed with the Clerk who shall pay such expenses on behalf of the City.

*(Code of Iowa, Sec. 364.12[3h])*

**50.11 COLLECTION OF COSTS.** The Clerk shall send a statement of the total expense incurred by certified mail to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within one month, the Clerk shall certify the costs to the County Treasurer and such costs shall then be collected with, and in the same manner, as general property taxes.

*(Code of Iowa, Sec. 364.12[3h])*

**50.12 INSTALLMENT PAYMENT OF COST OF ABATEMENT.** If the amount expended to abate the nuisance or condition exceeds one hundred dollars (\$100.00), the City may permit the assessment to be paid in up to ten (10) annual installments, to be paid in the same manner and with the same interest rates provided for assessments against benefited property under State law.

*(Code of Iowa, Sec. 364.13)*

**50.13 FAILURE TO ABATE.** Any person causing or maintaining a nuisance who shall fail or refuse to abate or remove the same within the reasonable time required and specified in the notice to abate is in violation of this Code of Ordinances.

## City of Jefferson

TO: Theodore Herrick  
407 S Olive St  
Jefferson IA 50129

Date: 1-12-2021

Theodore Herrick,

I have received your request for a hearing regarding the abatement notice you received at your property, 407 S Olive St. on December 13<sup>th</sup> 2020. The hearing on this matter will be in the council chambers at the City Council meeting starting at 5:30 P.M. on January 26<sup>th</sup> 2021 at City Hall 220 N Chestnut St. Jefferson ,IA .

Regards,  
Chad Stevens  
Code Enforcement Officer  
City of Jefferson

## LEASE

This Lease (the “**Lease**”) is dated \_\_\_\_\_, and is between the **City of Jefferson, Iowa**, of 220 North Chestnut Street, Jefferson, Iowa 50129 (the “**Landlord**”), and **Doc’s Stadium, LLC**, an Iowa limited liability company, of 113 North Chestnut Street, Jefferson, Iowa 50129 (the “**Tenant**”).

Landlord owns and operates a bar and grill located at 113 North Chestnut Street in Jefferson which adjoins the alley described below. Tenant has requested Landlord to temporarily vacate the alley and lease the alley to Tenant which Landlord has agreed to do on the terms and conditions set forth in this Lease.

1. **Lease of Premises.** Landlord hereby leases to Tenant and Tenant rents from Landlord the following described premises:

All that part of the east-west alley located between Lots 128 and 145, in Block 18, in the Original Town (now City) of Jefferson, Greene County, Iowa,

subject to all existing franchises, easements, licenses and permits pertaining to such property, whether or not recorded, and reserving unto the Landlord an easement for purposes of the continuing operation, maintenance, repair and replacement of all existing utilities (the “**Premises**”).

2. **Consideration.** In consideration for the rental of the Premises to it Tenant agrees to faithfully and promptly perform the terms and covenants required of it under this Lease.

3. **Term.** The term of this Lease shall be from the date of this Lease until December 31, 2023, at which time the same will automatically terminate without notice from or to either party.

4. **Use of Premises.** Tenant covenants and agrees to use and occupy the Premises only as a seating area in connection with Tenant’s restaurant and lounge business presently located in the building immediately adjoining the south side of the Premises and for no other purposes. All furniture and other fixtures placed on the Premises shall be subject to Landlord’s prior approval.

5. **Taxes.** Tenant agrees to pay all real estate taxes and special assessments coming due with respect to its property that adjoins the Premises before the same become delinquent.

6. **Possession.** Landlord agrees to give Tenant possession of the Premises pursuant to this Lease upon the commencement of the term.

7. **Condition of Premises.** Tenant acknowledges that it has examined the Premises and agrees to accept the same in an “as is” condition without any responsibility on the part of Landlord for any construction, repairs, alterations or additions to them.

8. **Maintenance.** Tenant shall take good care of the Premises and shall keep the same in a neat and clean condition.

9. **Compliance with Laws.** Tenant shall comply with any and all laws, statutes, ordinances and regulations, federal, state, county or municipal, now or hereafter in force, applicable to the Premises relating to the use or occupancy thereof or to the making of repairs thereto or of changes, alterations or improvements therein, including without limitation all such laws, statutes and regulations applicable to Tenant's restaurant and lounge business.

10. **Improvements and Alterations.** Tenant shall make no alterations, additions or improvements in or to the Premises without Landlord's prior written consent. Tenant covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of Landlord in and to the Premises and that no person shall be entitled to any lien directly or indirectly derived through or under it, or its agents or servants, or on account of any act or omission of Tenant. Should any lien or claim against the Premises be asserted Tenant shall immediately discharge the same by paying it, or by filing a bond or otherwise, as permitted by law.

11. **Indemnification.** Tenant shall indemnify, defend and hold harmless Landlord from and against any claims, liability, damages, penalties, losses or expenses which may be made against Landlord or incurred or paid by Landlord as a result of (a) any injury to person or property sustained by anyone in or about the Premises resulting from any act or omission of Tenant or its agents, employees, visitors or invitees, (b) any failure by Tenant to comply with any requirements of any governmental authority, or (c) any failure by Tenant to perform any obligation required of it under this Lease. Tenant shall, at its own cost and expense, defend any and all suits or actions which may be brought against Landlord or in which Landlord may be implicated with others with respect to any of the above mentioned matters.

12. **Insurance.** During the term of this Lease, Tenant, at its sole cost and expense, shall maintain comprehensive general liability insurance coverage with a combined single limit of at least \$500,000.00 per occurrence, and an annual aggregate of not less than \$1,000,000.00. Such policy and renewals thereof shall be written by an insurance carrier satisfactory to Landlord and shall name Landlord as an additional insured. If requested by Landlord, Tenant shall deliver to Landlord proof of coverage either in the form of a copy of the policy or a certificate of insurance, together with proof of payment of premiums.

13. **Fence and Access.** Access to the Premises (other than for emergency purposes) shall at all times be restricted by fences located at the west and east sides of the Premises. Landlord has installed and will maintain a fence on the west side of the Premises (next to the sidewalk). Tenant agrees to reimburse Landlord for any repairs required for the fence at the west end of the Premises which are required due to actions of Tenant and its agents, employees, visitors and invitees. Tenant installed and will maintain the fence on the east end of the Premises. The design and construction materials used for such fence shall be subject to Landlord's approval before replacement or substantive repair (meaning repairing more than 25% of the fence). The fence at the west end of the Premises will remain the property of Landlord. The fence at the east end of the Premises will remain the property of Tenant and may be removed by Tenant at the end of the term.

14. **Assignment or Sublease.** Tenant shall not assign this Lease, sublet the Premises or any portion thereof, or transfer to or allow any other person to exercise any of the rights or activities granted to Tenant under this Lease without Landlord's prior written consent.

15. **Default.** If Tenant shall default in the performance of any of the terms, covenants or conditions of this Lease, Landlord, at its election, may terminate this Lease upon five (5) days' written notice to Tenant to such effect, and unless Tenant shall have cured the default complained of within said five day period this Lease shall be deemed terminated upon the expiration of said five day period, and Tenant shall quit and surrender the Premises on the date of such termination, provided, however, Tenant shall, nevertheless, remain and continue liable to Landlord for any sums then due under this Lease.

16. **Surrender; End of Term.** Upon the expiration of the term or earlier termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in as good order and condition as they were on the beginning of the term of this Lease, ordinary wear excepted.

17. **Notices.** Any notice to be given by either party to the other pursuant to the provisions of this Lease shall be given either by (i) personal delivery or (ii) registered or certified mail, return receipt requested, addressed to the party for whom it is intended at the address stated above or such other address as it may have designated in writing. Any notice given by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt or upon the expiration of the third (3rd) day after the date of mailing, whichever is earlier.

18. **Entire Agreement and Amendments.** It is understood and agreed by and between the parties that this Lease sets forth all the promises, agreements, conditions, inducements and understandings between Landlord and Tenant relative to the Premises, and that there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied, between them other than as herein set forth. This Lease shall not be modified or amended except by an instrument in writing executed by Landlord and Tenant.

19. **Miscellaneous.** Whenever the context of any provision shall require, the singular number shall be held to include the plural number, and vice versa, and words of any gender shall be held to include any other gender. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Landlord and Tenant, and their permitted successors and assigns. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

*REMAINDER OF THIS PAGE LEFT BLANK*

*SIGNATURE PAGE TO FOLLOW*





Real People. Real Solutions.

300 W McKinley Street  
PO Box 68  
Jefferson, IA 50129

Ph: (515) 386-4101  
Bolton-Menk.com

**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT  
WASTEWATER TREATMENT FACILITY PLAN**

**DATED October 15, 2019**

by and between

**Bolton & Menk, Inc. (hereinafter referred to as BMI)  
300 W McKinley Street  
PO Box 68  
Jefferson, IA 50129**

and

Client	
Name: <u>City of Jefferson, IA</u>	Phone No.: <u>515-386-3111</u>
Address: <u>220 N. Chestnut St.</u>	Fax No.:
City: <u>Jefferson</u> State: <u>IA</u> Zip: <u>50129</u>	
(hereinafter referred to as Client)	

Changes to Fee Arrangement
Addition of Hourly, Not to Exceed amount of \$14,000.00 to the total fees provided in the contract. Revised Total Not to Exceed fee of \$62,500.

Changes to Scope / Additional Services
Bolton & Menk is required to complete the following additional tasks for the WWT Facility Plan:
Antidegradation Analysis – this item is required by the IDNR as part of the Facility plan and review - \$9,500
Planning and Design Loan – assistance with preparation and submittal - \$500
DNR Coordination and Revisions – complete required correspondence with IDNR on Antidegradation
Analysis and prepare and submit all required revisions to the report - \$2,500
Project Management – complete engineering oversight for additional tasks - \$1,500

**BMI and Client agree to the Terms and Conditions as stated on the original Agreement (first mentioned above) unless otherwise stated above. The below signed represents that he or she has been authorized to order and accept changes to Scope / Additional Services on behalf of the Client.**

Offered by: Bolton & Menk, Inc.

James D. Leiding, Project Manager

print name/title

James D. Leiding Jan. 26, 2021  
signature and date

Ordered and Accepted by:

print name/title

signature and date

# PROFESSIONAL SERVICES AGREEMENT

by and between  
**BOLTON & MENK, INC.**  
**300 West McKinley St., PO Box 68**  
**Jefferson, IA 50129**  
**Ph. (515) 386-4101**  
(hereinafter referred to as BMI)  
and

Date of Agreement: January 26, 2021
Agreement Number:  (BMI Project Number)
Project Location: Jefferson, IA

Client	
Name: <u>City of Jefferson</u> Address: <u>220 N. Chestnut St.</u> Address: _____ City: <u>Jefferson</u> State <u>IA</u> Zip <u>50129</u> <small>(hereinafter referred to as Client)</small>	Phone No.: 515-386-3111  Fax No.:

<input type="checkbox"/> Agent or Person Ordering Services and/or <input type="checkbox"/> Billing Address (if different)	
Agent or Person Ordering Services: <u>Michael Palmer, City Administrator</u> Address: <u>220 N. Chestnut St.</u> City: <u>Jefferson</u> State <u>IA</u> Zip <u>50129</u>	Phone No.: 515-386-3111  Fax No.:

Fee Arrangement
Preparation of plans as required by EPA for a Lump Sum fee amount of \$19,500.00

Scope/Intent and Extent of Services
See attached scope of services (Exhibit I) for the EPA Risk & Resilience Assessment and Emergency Response Plan

Special Conditions
The services described in this Work Order/Professional Services Agreement will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk, Inc. and the City of Jefferson, dated August 27, 2019 and approved by the Jefferson City Council on August 27, 2019 unless modified by this Work Order.


BMI and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client and assumes financial responsibility for all services in the event of default by the Client.

Offered by: Bolton & Menk, Inc.

Accepted by:

Matthew W. Ferrier, Principal-in-Charge  
print name/title

\_\_\_\_\_  
print name/title

 1-14-2020  
signature and date

\_\_\_\_\_  
signature and date



Real People. Real Solutions.

300 W McKinley Street  
PO Box 68  
Jefferson, IA 50129

Ph: (515) 386-4101  
Bolton-Menk.com

January 19, 2021

Mr. Mike Palmer  
City of Jefferson  
220 Chestnut Street  
Jefferson, IA 50129

RE: EPA Risk & Resilience Assessment and Emergency Response Plan  
Jefferson Water Treatment Facilities  
Exhibit I – Scope of Engineering Services and Fee

Dear Mr. Palmer,

Bolton & Menk, Inc. is pleased to submit this proposal letter to assist Jefferson Water Treatment Facilities (WTF) with the preparation of the required EPA Risk & Resilience Assessment and Emergency Response Plans. This new certification requirement applies to all water systems serving more than 3,300 persons and the requirement entails certifying that the WTF system has completed (or updated) the Risk & Resilience Assessment and updated the Emergency Response Plan every five years. Emergency Response Plans and Risk & Resilience Assessment reports will be certified by the EPA. These plans will comply with the criteria in AWIA Section 2013(a) and (b). Our goal in assisting communities prepare these plans is to make sure they meet the criteria set forth by AWIA and to not create additional work for WTF. These reports must be updated every 5 years and in order to assist you in complying with the 5-year update mandate, we will provide you with hard copies of the reports, electronic PDF files as well as Word files for ease of future updating of the reports. We will gladly assist you with updating these reports in the future, but our goal is to set the reports up such that they can be easily updated by WTF staff in the future to meet the 5-year update requirement.

Risk & Resilience Assessment plan must include the following:

- the risk to the system from malevolent acts and natural hazards
- the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system
- the monitoring practices of the system
- the financial infrastructure of the system
- the use, storage, or handling of various chemicals by the system
- the operation and maintenance of the system
- The assessment may also include an evaluation of capital and operational needs for risk and resilience management for the system

Emergency Response Plans must include the following:

- strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system
- plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water
- actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers
- strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system
- Community water systems must, to the extent possible, coordinate with local emergency planning committees established under the Emergency Planning and Community Right-To-Know Act of 1986 ([42 U.S.C. 11001 et seq.](#)) when preparing or revising a risk and resilience assessment or emergency response plan under the AWIA. Furthermore, systems must maintain a copy of the assessment and emergency response plan (including any revised assessment or plan) for five years after certifying the plan to the EPA

We plan to use EPA's Vulnerability Self-Assessment Tool as part of the Risk & Resilience Assessment Plan. The EPA conducted a webinar in late October 2019 regarding these plans and has since conducted additional trainings. Bolton & Menk staff have attended these sessions and we will apply this knowledge to the plans we are completing. Also, we have experience working on these reports and are working on similar reports for several other communities.

WTF serves less than 50,000 people; therefore, the Risk & Resilience Assessment plan is due June 30, 2021 and the Emergency Response plan is due December 30, 2021. We will plan to complete these reports in early 2021, well before the above stated deadlines and within the current fiscal year.

Much of the content of the plans will be compiled from existing WTF utility information. We plan to have a kick-off meeting, either in-person or virtually as desired, where we will review the intent of the plans and start collecting information and then have one additional meeting to review the plans. Below is a listing of the typical information needed to complete these plans.

- Plans and specifications for municipal facilities, and proposed improvement plans
- Utility critical assets
- Contacts
  - WTF governing board and staff
  - Municipalities and local government
  - Local businesses, local water supplies, utilities, nearby city entities or utilities
  - Local and regional police, emergency services, fire stations

Name: Michael Palmer  
Date: January 19, 2021  
Page: 3

- Local natural and man-made resources, and known natural and man-made risks
- Information on natural and malevolent-act risks for the Utility
- Known existing risk reduction infrastructure
- Utility finances
- Operations and maintenance for facilities
- Water supply well information and location
- System identification information

Bolton & Menk, Inc., will perform the work associated with the Risk & Resilience Assessment and Emergency Response Plan for a fee of \$19,500. Upon approval of our scope of work we would schedule the kick-off meeting and continue with the data gathering.

James Leiding will continue to serve as project manager and primary client contact for the City of Jefferson. I will serve as lead environmental engineer for completion of these plans. We appreciate your consideration of Bolton & Menk, Inc. and should you have any questions regarding this proposal letter please do not hesitate to contact me at (515) 520-9037.

Sincerely,

**Bolton & Menk, Inc.**



**Kathryn E. Sterk, P.E.**  
Project Engineer

Cc: Marty Murphy – Superintendent, Water Treatment Facilities  
Dave Morlan – Public Works Director, City of Jefferson  
James Leiding – Bolton & Menk, Inc.  
Kris Swanson – Bolton & Menk, Inc.

# PROFESSIONAL SERVICES AGREEMENT

by and between  
**BOLTON & MENK, INC.**  
300 West McKinley St., PO Box 68  
Jefferson, IA 50129  
Ph. (515) 386-4101  
(hereinafter referred to as BMI)  
and

Date of Agreement: January 26, 2021
Agreement Number: M24.120098
Project Location: Jefferson, Iowa

Client	
Name: <u>City of Jefferson, Iowa</u> Address: <u>220 N. Chestnut St.</u> Address: _____ City: <u>Jefferson</u> State <u>IA</u> Zip <u>50129</u> <small>(hereinafter referred to as Client)</small>	Phone No.: (515) 386-3111 Fax No.: (515) 386-4671

<input type="checkbox"/> Agent or Person Ordering Services and/or <input type="checkbox"/> Billing Address (if different)	
Agent or Person Ordering Services: <u>Michael Palmer, City Administrator</u> Address: <u>220 N. Chestnut St</u> City: <u>Jefferson</u> State <u>IA</u> Zip <u>50129</u>	Phone No.: (515) 386-3111 Fax No.: (515) 386-4671

Fee Arrangement
Preliminary Design Phase Services: Hourly, Not to Exceed: \$127,500 Final Design Phase Services: To be Determined and agreed upon after Preliminary Design Phase. Construction Phase Services: To be Determined and agreed upon after bidding

Scope/Intent and Extent of Services
See attached scope of services (Exhibit I) for the Wastewater Treatment Facility Improvements project.

Special Conditions
The services described in the Work Order will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk, Inc. and the City of Jefferson, dated August 27, 2019 and approved by the Jefferson City Council on August 27, 2019 unless modified by this Work Order.

BMI and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client and assumes financial responsibility for all services in the event of default by the Client.

Offered by: Bolton & Menk, Inc.  
Kris Swanson, Principal Environmental Engineer  
print name/title  
  
signature and date 1-18-2021

Accepted by:  
\_\_\_\_\_  
print name/title  
\_\_\_\_\_  
signature and date

### **Subtask 1.5: Geotechnical Site Evaluation Management (Evaluation itself is outside of this scope)**

**Description:** Solicit proposals from geotechnical engineers (typically would include Construction Materials Testing, Certified Testing Services or Terracon) to obtain specific quotes based on the preliminary layout. The CLIENT and CONSULTANT can select the proposal that provides the best fit for the evaluation. The evaluation itself would include soil borings, ground water determination and associated geotechnical report and would be outside of the scope of this agreement.

### **Subtask 1.6: Permitting Assistance**

**Description:** Continue to support the CLIENT through the NPDES permit modification process, including submitting necessary applications and forms to the DNR for a modified permit based on the proposed WWTF design process.

## **TASK 2: FINAL DESIGN AND BIDDING PHASE SERVICES**

Due to the nature of this type of improvements project and the need for approval of the Facility Plan by the Iowa DNR, Consultant proposes to provide a scope of services and fee proposal for the final design and bidding phase services after the previously submitted Facility Plan is approved. CONSULTANT will provide a proposal with final design engineering and bidding phase fee and summary of these services after approval of the Facility Plan is received in order to provide a well-defined scope and schedule. Final Design and Bidding services are not included within this agreement.

## **TASK 3: CONSTRUCTION SERVICES**

Due to the nature of construction and the possibility of unforeseen conditions and schedules, CONSULTANT proposes an estimated hourly fee for construction related services. CONSULTANT will provide a proposal with construction fee and summary of these services after the bids are received in order to provide a well-defined scope and schedule. Construction services are not included within this agreement.

### **BASIS OF FEE ASSUMPTIONS**

For this proposal assumptions were made as to the nature of how or why certain situations will be handled. These assumptions are as follows:

- Any changes to the scope of work that are not specifically included in this proposal will be considered additional work and a negotiated amendment to the agreement will be completed

### **ITEMS PROVIDED BY CLIENT**

The following items are to be provided by CLIENT:

- Specification Special Provisions and Contract Front End Requirements
- Payment of Permit Fees
- Public Meeting location

## **I.B. ADDITIONAL SERVICES**

Consulting services performed other than those authorized under Section 1.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.

Additional services may include:

1. Additional property or right-of-way acquisition services: Includes additional property or right-of-way acquisition services beyond those included in the Basic Services, including: Preparation of Easement agreements, preparation of right-of-way plats, assistance with eminent domain proceedings, court preparation and testimony.
2. All other services not specifically identified in the Proposal or Sections I.A or I.B of this Exhibit 1.



# Planning & Design Loan Application



PARTNERSHIP WITH THE IOWA FINANCE AUTHORITY AND THE IOWA DEPARTMENT OF NATURAL RESOURCES

PDCW2144

Applicant: City of Jefferson

Tax ID Number: 42-6004818

Contact person/Title: Mike Palmer, City Administrator

Address: 220 N Chestnut Street

City: Jefferson State: IA County Greene Zip Code: 50129

Telephone Number: 515-386-3111 E-mail address: michaelpcjeff@netins.net

Clean Water SRF NPDES Number: 3742001

Drinking Water SRF PWSID Number: \_\_\_\_\_

Please write a brief description of the proposed project: In the City of Jefferson’s WWTF 2015 NPDES Permit and 2017 NPDES Permit Amendment, the City was given a Nutrient Removal Strategy requirement, which includes improvements to the facility for the removal of nitrogen and phosphorus from the wastewater. This project is primarily to construct those improvements, as well as any other facility rehabilitation that is required due to age or condition of equipment at the existing facility. The intended improvements include construction of an anoxic and basin prior to the aeration basins to facilitate biological nitrogen removal, construction of additional sludge storage, construction of a chemical feed system for chemical phosphorus removal, and rehabilitation to existing building, processes, and structures, including replacement of equipment as necessary.

Is the system under any regulatory compliance order?  Yes  No

What is the expected construction start date? January 2023

What is the expected project completion date? December 2024

How many people are served by the system? 4342

## Planning & Design Cost Breakdown

Administrative & Legal expenses	\$ <u>200.000</u>
Engineering Planning & Design expenses	\$ <u>500.000</u>
Land (only after Environmental Review clears)	\$ <u>0</u>
Archaeological/Environmental	\$ _____
Other- Specify _____	\$ _____
Other- Specify _____	\$ _____
Total Planning & Design Costs	\$ _____
<b>Planning &amp; Design Loan Request</b>	\$ <u>700.000</u>

ID	Task Name	Duration	Start	Finish	Tu
1	<b>2021-2022 BUDGET SCHEDULE</b>	0 edays	Tue 8/11/20	Tue 8/11/20	8
2					
3	<b>AUGUST</b>	1 day?	Tue 8/11/20	Tue 8/11/20	
4					
5	Budget schedule distributed	0 edays	Tue 8/11/20	Tue 8/11/20	8
6	Priority Survey distributed to Council members	0 edays	Tue 8/11/20	Tue 8/11/20	8
7	Council sets priority workshop date	0 edays	Tue 8/11/20	Tue 8/11/20	8
8	FY 2019-2020 Revenue & Expenses presented to Council	14 edays	Tue 8/11/20	Tue 8/25/20	
9	Priority surveys returned	14 edays	Tue 8/11/20	Tue 8/25/20	
10					
11	<b>SEPTEMBER</b>	1 day?	Tue 8/11/20	Tue 8/11/20	
12					
13	Budget worksheets distributed to Department Heads, FD, Airport	27 edays	Tue 8/11/20	Mon 9/7/20	
14	Finance Committee meets to review FY 2019-2020 Budget numbers	28 edays	Tue 8/11/20	Tue 9/8/20	
15	Personnel Committee meets and sets maximum salary increase rates	28 edays	Tue 8/11/20	Tue 9/8/20	
16	Water/Sewer/Streets/Sanitation Committee meet regarding budget (review 2019-2020 actual budget numbers)	35 edays	Tue 8/11/20	Tue 9/15/20	
17	Council holds priority work session	42 edays	Tue 8/11/20	Tue 9/22/20	
18					
19	<b>OCTOBER</b>	1 day?	Tue 8/11/20	Tue 8/11/20	
20					
21	Revenue projections provided for General Fund	63 edays	Tue 8/11/20	Tue 10/13/20	
22	Water/Sewer/Streets/Sanitation Committee meet regarding budget (revenue projections provided)	70 edays	Tue 8/11/20	Tue 10/20/20	
23					
24	<b>NOVEMBER</b>	1 day?	Tue 8/11/20	Tue 8/11/20	
25					
26	Budget numbers for non-department (ie, Eco Development, Hotel/Motel, LOST, etc.) provided	97 edays	Tue 8/11/20	Mon 11/16/20	
27	Water/Sewer/Streets/Sanitation Committee meet regarding budget (proposed budget numbers)	98 edays	Tue 8/11/20	Tue 11/17/20	
28	Budget numbers due to Accounting Clerk	101 edays	Tue 8/11/20	Fri 11/20/20	
29	TIF asking filed with County	111 edays	Tue 8/11/20	Mon 11/30/20	
30					
31	<b>DECEMBER</b>	1 day?	Tue 8/11/20	Tue 8/11/20	
32					
33	Rough budget due to Administrator and Finance Committee	125 edays	Tue 8/11/20	Mon 12/14/20	
34					
35	<b>JANUARY</b>	1 day?	Tue 8/11/20	Tue 8/11/20	
36					
37	Adminstrator and Accounting Clerk review budget	147 edays	Tue 8/11/20	Tue 1/5/21	
38	Council sets public hearing date for maximum property tax	154 edays	Tue 8/11/20	Tue 1/12/21	
39	Finance Committee provides budget comments	154 edays	Tue 8/11/20	Tue 1/12/21	
40	Accounting Clerk makes changes to budget and provides to Finance Committee for review	157 edays	Tue 8/11/20	Fri 1/15/21	
41	Council and Department Heads receive preliminary budget	164 edays	Tue 8/11/20	Fri 1/22/21	
42	Council sets public hearing date for adoption of budget	168 edays	Tue 8/11/20	Tue 1/26/21	
43	Council sets date for budget workshop	168 edays	Tue 8/11/20	Tue 1/26/21	

6-1-20, 7-1-20, 7-31-20, 8/3/20, 8/4/20		ID	Task Name	Duration	Start	Finish	Tu
44							
45			<b>FEBRUARY</b>	1 day?	Tue 8/11/20	Tue 8/11/20	
46							
47			Public hearing for maximum property tax	182 edays	Tue 8/11/20	Tue 2/9/21	
48			Council holds budget workshop and provides final comments	182 edays	Tue 8/11/20	Tue 2/9/21	
49							
50							
51			<b>MARCH</b>	1 day?	Tue 8/11/20	Tue 8/11/20	
52							
53			Public Hearing held prior to adoption of budget	210 edays	Tue 8/11/20	Tue 3/9/21	
54			Adoption of budget resolution	210 edays	Tue 8/11/20	Tue 3/9/21	
55			Budget Submitted to County Auditor	213 edays	Tue 8/11/20	Fri 3/12/21	
56			Water/Sewer/Streets/Sanitation Committee meet regarding proposed budget amendments	217 edays	Tue 8/11/20	Tue 3/16/21	
57							
58			<b>APRIL</b>	1 day?	Tue 8/11/20	Tue 8/11/20	
59							
60			Final Budget Amendment numbers due to Clerk	248 edays	Tue 8/11/20	Fri 4/16/21	
61			Set the public hearing for the FY 19-20 Budget Amendment	252 edays	Tue 8/11/20	Tue 4/20/21	
62							
63			<b>MAY</b>	1 day?	Tue 8/11/20	Tue 8/11/20	
64							
65			Amendment hearing notice to newspaper	265 edays	Tue 8/11/20	Mon 5/3/21	
66			Budget Amendment numbers provided to Finance Committee	273 edays	Tue 8/11/20	Tue 5/11/21	
67			Public hearing for the FY 20-21 Budget Amendment	287 edays	Tue 8/11/20	Tue 5/25/21	
68			Approve Resolution for FY 20-21 Budget Amendment	287 edays	Tue 8/11/20	Tue 5/25/21	

## MINUTES

### WATER/SEWER, STREETS/SANITATION COMMITTEE MEETING ON TUESDAY, JANUARY 19, 2021, 12:00 NOON JEFFERSON CITY HALL

Present – Mike Palmer, Dave Sloan, Dave Morlan, Joyce Richardson, Mark Clouse, Harry Ahrenholtz, Jim Leiding, Marty Murphy

#### I. SEWER

- A. Request for sewer charge adjustment at 205 W. Vest is cancelled, minimal amount and Joyce spoke with customer.
- B. Request for sewer charge adjustment at 206 N Oak – the committee agreed since leak was in crawl space off basement that the water did not go into sewer. The committee voted to forgive \$876.02 in sewer charge and \$210.62 in late charge. Will be brought to city council for finalization.
- C. Jim spoke about the sewer plant amendment and the agreement for design. An additional \$14,000 on top of the \$48,500 already approved for anti-degradation analysis to also be performed. While waiting on DNR, it was agreed to continue with the preliminary aspects of design, layout, survey, 3-D scans for inside four buildings in coordination with Geotech of cost of \$127,500. Once DNR approves then we roll to final design and agreement. Both items of amendment and design will be added to the next council agenda.
- D. Water Treatment Plant - in accordance with EPA – needs the Emergency Response Plan updated as it is out of date and Risk Assessment is due. Jim would like to have time frame of June 30, 2021 for Risk Assessment to be completed and December 31,2021 for Emergency Response Plan to be completed. Estimated cost is about \$20,000 to revamp these items. These items to be added to agenda for next council meeting.

#### II. WATER

- A. Improvements – Move forward with plan study – Jim to bring proposal to next committee meeting.
- B. Joyce and Mike to meet to come up with wording for new policy of minimum charges on inaccessible properties. This is to be added to agenda to be discussed for next committee meeting.
- C. Marty spoke of upgrades at Water Plant needed and he is to make a list for him and Jim to meet and discuss.

### III. STREETS/PUBLIC IMPROVEMENTS

- A. Mahlon and Vine area – discussed about a possible new block added, Jim discussed plats of property and trouble finding who might own some of them. It was also discussed about the amount of times surveying has been done, in that area, and that it is never the same. The inquiry was brought on by county and will be further discussed at next committee meeting.
- B. September is estimated date of Sheriff's Department moving to Midland building. Signs to be added and updated for warning to drivers about emergency vehicles. No cost to city as county is to purchase and secondary roads to install.

### IV. SANITATION/RECYCLE

- A. Waste collection report discussed – 220.4 tons of garbage to landfill in December
- B. Recycling report – 24.69 tons of recycling for December
  - 1. Cardboard hitting this bill – will possibly need some adjustments
  - 2. Free dumpster for city cleanup working great and will continue for 2021.