

# AGENDA

## COUNCIL MEETING

Tuesday, July 14, 2020

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. 6/23/20 regular Council meeting minutes.
- B. Sewer bill adjustment for Bob Keck of \$1,045.52
- C. Pay estimate #2 of \$38,284.05 to Westbrooke Construction Co. for 110 E. State Street.
- D. Pay estimate #3 of \$105,314.10 to Leroy and Sons to relocate 243<sup>rd</sup> St for airport runway extension.
- E. FY 2019-2020 Transfers
- F. Payment of monthly bills

**IV. NEW BUSINESS:**

- A. Public Hearing for CDBG Upper Story Housing Conversion Application.
- B. Public hearing on proposed zoning amendment to allow dwelling units on upper levels of buildings in the CBC District as a permitted use.
- C. Consider first reading of ordinance amending zoning regulations to allow dwelling units on upper levels of buildings in the CBC District as a permitted use.
- D. Public hearing on detailed plans and specifications, form of contract, and estimate of cost for the Arch Alley and City Hall Parking Improvements Project.
- E. Consider approval of resolution awarding contract for Arch Alley and City Hall Parking Improvements.
- F. Review of variance for Alliant energy
- G. Consider approval of work order # 4 for professional services for airport runway extension
- H. Consider approval of work order # 5 for professional services for airport runway extension
- I. Consider approval to accept \$30,000 Grant from FAA through Coronavirus Aid, Relief and Economic Security Acts (CARES).
- J. Consider resolution proposing sale of property at 200 East State Street and setting public hearing.
- K. First reading of an ordinance adding Chapter 48, Noise Control.
- L. Consider approval of an amount not to exceed \$35,000 for repair of well #9.
- M. Consider approval of an amount not to exceed \$40,000 for repair of well #6.
- N. Consider approval of agreement with Computer Concepts for monthly service contract for City Hall computers.
- O. Discussion of proposed policy for feral and stray cats.

**V. REPORTS:**

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

**VI. ADJOURN.**

## AGENDA SUMMARY

DATE 7/14/20

### NEW BUSINESS

- A. **Public Hearing for CDBG Upper Story Housing Conversion Application.**
- B. **Public hearing on proposed zoning amendment to allow dwelling units on upper levels of buildings in the CBC District as a permitted use.**
- C. **Consider first reading of ordinance amending zoning regulations to allow dwelling units on upper levels of buildings in the CBC District as a permitted use.** The Council is being asked to waive the second and third readings of this ordinance.
- D. **Public hearing on detailed plans and specifications, form of contract, and estimate of cost for the Arch Alley and City Hall Parking Improvements Project.**
- E. **Consider approval of resolution awarding contract for Arch Alley and City Hall Parking Improvements.** The project was divided into a base bid for the alley portion and an alternate bid for the parking lot portion. Three bids were submitted with the apparent low bidder of Caliber Concrete.
- F. **Review of variance for Alliant energy.** Attached is the information the Board of Adjustment and Appeals reviewed regarding a variance for Alliant energy to erect a communications tower. The Municipal Code requires the granting of a variance to be reported to the City Council. The Council can remand a decision back to the Board of adjustment for further review.
- G. **Consider approval of work order # 4 for professional services for airport runway extension.** The work order would authorize engineering services outlined in the attachment with Bolton and Menk for up to \$8,000.
- H. **Consider approval of work order # 5 for professional services for airport runway extension.** The work order would authorize engineering services outlined in the attachment with Bolton and Menk for up to \$38,100.
- I. **Consider approval to accept \$30,000 Grant from FAA through Coronavirus Aid, Relief and Economic Security Acts (CARES).** Attached is the Notice of award that provides economic relief funds for any purpose for which airport revenue is used.
- J. **Consider resolution proposing sale of property at 200 East State Street and setting public hearing.**
- K. **First reading of an ordinance adding Chapter 48, Noise Control.** Attached is the revised ordinance that incorporated citizen concerns raised at the 6/9/20 Council meeting. The changes are in red.
- L. **Consider approval of an amount not to exceed \$35,000 for repair of water well #9.** Attached is an estimate to repair the well.
- M. **Consider approval of an amount not to exceed \$40,000 for repair of well #6.** The pump on well #6 has a broken shaft. Dave Morlan won't have an estimate on the repair of it but feels that the amount being requested will adequately cover the cost.
- N. **Consider approval of agreement with Computer Concepts for monthly service contract for City Hall computers.** Attached is an agreement to provide support services and updates.
- O. Discussion of proposed policy for feral and stray cats. Attached is the general policy outline developed by the committee.

COUNCIL MEETING

June 23, 2020

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Gordon presided.

Peter Bardole and Chuck Wenthold asking for council support for Hot August Nights Thursday evening on August 13, 2020.

On motion by Wetrich, second by Sloan, the Council approved the following consent agenda:  
June 9, 2020 Council Minutes. Fireworks permit for Terry Semke at 1202 S Grimmell Rd for July 3 and July 4, 2020, Fireworks permit for Roger Nielson at 102/104 West McKinley Street for June 29 and July 3, 2020, approval of Hy-Vee Market Café, Class C Liquor License (Commercial), approval of Hy-Vee Fast and Fresh Express, Class E Liquor License, and Appointment of Matt Wetrich to Bell Tower Foundation.

AYE: Ahrenholtz, Sloan, Jackson, Wetrich, Zmolek

NAY: None

On motion by Ahrenholtz, second by Wetrich, the Council approved of the Local Planning and Administrative Assistance Contract TA2010 with Region XII Council of Governments for the Environmental Review for Housing Application for Upper Story Housing Conversion.

AYE: Zmolek, Sloan, Jackson, Ahrenholtz, Wetrich

NAY: None

On motion by Wetrich, second by Jackson, the Council approved setting a public hearing for July 14, 2020 at 5:30 p.m. for CDBG Upper Story Housing Conversion Application.

AYE: Wetrich, Ahrenholtz, Jackson, Sloan, Zmolek

NAY: None

On motion by Jackson, second by Sloan, the Council approved setting a public hearing for July 14, 2020 at 5:30 p.m. on proposed zoning amendment to allow dwelling units on upper levels of buildings in the Central Business Commercial District as a permitted use.

AYE: Zmolek, Sloan, Wetrich, Jackson, Ahrenholtz

NAY: None

**RESOLUTION NO. 33-20**

On motion by Sloan, second by Wetrich, the Council approved Resolution No. 33-20, a resolution approving Rice Plat of Survey to combine the vacant lot of Parcel A of Lot 9 of Block 6 in Jefferson Land and Loan Company's Second Addition in the City of Jefferson and located at approximately 702 West Lincoln Way.

AYE: Ahrenholtz, Zmolek, Sloan, Jackson, Wetrich

NAY: None

**RESOLUTION NO. 34-20**

On motion by Jackson, second by Zmolek, the Council approved Resolution No. 34-20, a resolution approving Gower Plat of Survey to convey parcel A of Lot 2 of the Subdivision of Lot B of Lot 14 of the Northwest Quarter of Section 17, Township 83 North, Range 30 West of the 5<sup>th</sup> P.M., in the City of Jefferson, Greene County, Iowa; located at approximately 109 Harding Road.

AYE: Jackson, Wetrich, Ahrenholtz, Sloan, Zmolek

NAY: None

**RESOLUTION NO. 35-20**

On motion by Sloan, second by Wetrich, the Council approved Resolution No. 35-20, a resolution approving thirteenth amendment to City Administrator Employment Agreement extending the term of the Employment Agreement through June 30, 2021 and adjusting City Administrators salary to \$104,841.00/yr effective July 1, 2020.

AYE: Zmolek, Ahrenholtz, Jackson, Wetrich, Sloan

NAY: None

Mary Weaver and John Turpin gave an update on Thomas Jefferson Gardens.

There being no further business the Council agreed to adjourn.

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Matt Gordon, Mayor

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Roxanne Gorsuch, City Clerk

Dear Mr. Palmer and Sewer Committee:

My name is Bob Keck and I am the owner of Central Park Mobile Home Community doing business as Keck Capital LLC at 200 Central Ave E Jefferson Iowa 50129.

The reason for my letter is to request a sewer credit on my two previous billings for my sewer charges. We had a leak that was determined when I received my 4-20-20 water bill. I had Westrum Leak detection service come in and find the leak which we then fixed, however between the first indication of the leak and the fix, I ran up quite a bit of a water bill, which a portion of which, did not run through the sewer treatment plant so I am writing this letter in the hopes of a credit for the difference of my average sewer usage and the last two bills I received during which I incurred the stated leak.

ACCOUNT NUMBER - 01010810-01 KECK INVESTMENTS SERVICE ADDRESS: 200 CENTRAL AVE E

Service: 100 W14 WA-COM 2" MTR Meter: 17200467

Month	Date	Read		Total Consumption	Demand		Reading		Occupant
		Previous	Current		Read	Consumption	Flag	Source	
Year : 2020 Total 5									
May	05/20/2020	1854	2044	19000			Regular	Hand Held	01
Apr	04/20/2020	1706	1854	14800			Regular	Hand Held	01
Mar	03/20/2020	1630	1706	7600			Regular	Hand Held	01
Feb	02/20/2020	1547	1630	8300			Regular	Hand Held	01

Teresa Gregerson (Utility Billing Clerk) was kind enough to provide the below statement with my average sewer bill amounts penned in.

Account Number - 01-010810-01 KECK INVESTMENTS Service Address: 200 CENTRAL AVE E

Service: 100 W14 WA-COM 2" MTR Meter: 17200467

Month	Date	Read		Total Consumption	Demand		Reading		Occupant
		Previous	Current		Read	Consumption	Flag	Source	
Year : 2020 Total 5									
May	05/20/2020	1854	2044	19000	<i>1057.07</i>		Regular	Hand Held	01
Apr	04/20/2020	1706	1854	14800	<i>828.51</i>		Regular	Hand Held	01
Mar	03/20/2020	1630	1706	7600	<i>433.29</i>		Regular	Hand Held	01
Feb	02/20/2020	1547	1630	8300	<i>471.66</i>		Regular	Hand Held	01
Jan	01/21/2020	1458	1547	8900	<i>504.60</i>		Regular	Manual Read	01
Year : 2019 Total 12									
Dec	12/20/2019	1380	1458	7600	<i>444.21</i>		Regular	Hand Held	01
Nov	11/19/2019	1305	1380	7500	<i>415.36</i>		Regular	Hand Held	01
Oct	10/18/2019	1227	1305	7600	<i>431.36</i>		Regular	Hand Held	01
Sep	09/20/2019	1137	1227	9000	<i>493.31</i>		Regular	Hand Held	01
Aug	08/20/2019	1041	1137	9600	<i>527.27</i>		Regular	Hand Held	01
Jul	07/20/2019	962	1041	7900	<i>436.68</i>		Regular	Hand Held	01
Jun	06/20/2019	867	962	7500	<i>415.36</i>		Regular	Hand Held	01
May	05/20/2019	820	867	6700	<i>372.72</i>		Regular	Hand Held	01
Apr	04/19/2019	752	820	6600	<i>378.05</i>		Regular	Hand Held	01
Mar	03/20/2019	683	752	6900	<i>383.38</i>		Regular	Hand Held	01
Feb	02/21/2019	611	683	7200	<i>399.37</i>		Regular	Hand Held	01
Jan	01/19/2019	538	611	7300	<i>404.70</i>		Regular	Hand Held	01
Year : 2018 Total 7									
Dec	12/20/2018	477	538	6100	<i>340.74</i>		Regular	Hand Held	01
Nov	11/18/2018	408	477	6900	<i>371.97</i>		Regular	Hand Held	01
Oct	10/19/2018	345	408	6300	<i>340.95</i>		Regular	Hand Held	01
Sep	09/19/2018	276	345	6900	<i>371.97</i>		Regular	Hand Held	01
Aug	08/20/2018	200	276	7600	<i>408.16</i>		Regular	Hand Held	01
Jul	07/20/2018	125	200	7500	<i>409.99</i>		Regular	Hand Held	01
Jun	06/20/2018	33	125	9200	<i>490.88</i>		Regular	Hand Held	01
				Avg 8379					

*Avg Sewer = 420.04*

433.29  
471.66  
504.60  
527.27  
561.31  
613.36  
651.29  
693.31  
727.27  
752.72  
783.38  
820.72  
867.72  
900.00  
960.00  
1041.00  
1137.00  
1227.00  
1305.00  
1380.00  
1458.00  
1547.00  
1630.00  
1706.00  
1854.00  
1900.00  
420.04

My ask of the committee is to review the included documentation and refund/credit the amount of the difference between my average cost for sewer (**\$420.04**) and the May Bill ( $\$1059.09 - \$420.04 = \$637.05$ ) and April Bill ( $\$828.51 - \$420.04 = \$408.47$ ) for a total credit of **\$1,045.52** with the sewer amounts based on usage that did not go through the Water Treatment Plant based on averages.

I appreciate any help you may provide to this matter. If you need any other information that has not been provided please call me at 515-669-3757.

Sincerely,

  
Bob Keck (Keck Capital LLC)

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: City of Jefferson PROJECT: 100 E. State St.

220 N. Chestnut St.  
Jefferson, IA 50129

APPLICATION NO: 2

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT:

Westbrooke Construction Company Franks Design Group  
7207 Douglas Ave. 410 First St.  
Urbandale, IA 50322 Glenwood, IA 51534

CONTRACT FOR:

CONTRACT NO: PROJECT NOS: CONTRACT DATE: 4/28/2020

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 217,370.00  
2. Net change by Change Orders \$ 0.00  
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 217,370.00  
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 81,239.00

5. RETAINAGE: a. 5 % of Completed Work \$ 4,061.95  
(Column D + E on G703)  
b. 5 % of Stored Material \$ 0.00  
(Column F on G703)  
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 4,061.95

6. TOTAL EARNED LESS RETAINAGE \$ 77,177.05  
(Line 4 Less Line 5 Total)  
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00  
8. CURRENT PAYMENT DUE \$ 38,884.05  
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 136,131.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Westbrooke Construction Company  
By: [Signature] Date: 7-3-2020

State of: IOWA  
Subscribed and sworn to before me this 28th day of July, 2020.  
Notary Public: [Signature]  
My Commission expires: August 8, 2020  
POLK

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 38,284.05

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and entire Continuation Sheet that are changed to conform with the amount certified.)  
By: [Signature] Date: 7/8/2020  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

<b>CONTRACTOR'S PAY REQUEST</b> RELOCATE GREENE COUNTY ROAD, 243RD STREET CITY OF JEFFERSON JEFFERSON MUNICIPAL AIRPORT BMI PROJECT NO. T51.117681	<b>DISTRIBUTION:</b>
	CONTRACTOR (1)
	OWNER (1)
	ENGINEER (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$563,897.45
TOTAL, COMPLETED WORK TO DATE	\$521,776.45
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$521,776.45
RETAINED PERCENTAGE ( 5% )	\$26,088.82
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$495,687.63
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$390,373.53
PAY CONTRACTOR AS ESTIMATE NO. 3	\$105,314.10

**Certificate for Partial Payment**

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: LEROY & SONS, INC.  
405 DUNLAP STREET  
ARCADIA, IOWA 51430

By Bruce Donnadme President  
Name Title

Date 6-23-2020

**CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:**

ENGINEER: BOLTON & MENK, INC., 300 W. MCKINLEY STREET, JEFFERSON, IOWA 50129

By Devin Mashek, PROJECT ENGINEER  
Devin J. Mashek, P.E.

Date 6-25-2020

**APPROVED FOR PAYMENT:**

OWNER: CITY OF JEFFERSON, JEFFERSON MUNICIPAL AIRPORT  
CITY HALL, 220 N. CHESTNUT STREET, JEFFERSON, IOWA 50129

By \_\_\_\_\_  
Name: Matt Gordon Mayor Date

And \_\_\_\_\_  
Name: Roxanne Gorsuch City Clerk/Treasurer Date



### **End of FY Transfer**

The purpose of this transfer is to move \$20,117.00 from the General Fund to the Housing Rehab Fund. The Housing Rehab Fund contains the income and expenses for the Region XII Owner Occupied Grant projects. The fund ended the 2019-2020 fiscal year with a negative balance. This transfer will bring the balance in the fund to zero.

Board of Adjustment  
July 1st, 2020  
12:00 P.M.  
City Council Chambers

Present: Amanda Bills, Kathy Calvert, Kevin Devilbiss

Absent: None

Staff: Building Official Nick Sorensen

Others: Richard Kullander, Mark McCune (Via Cellular Phone)

Meeting was called to order by Amanda Bills at 12:00 P.M.

On a motion by Calvert and a second by Devilbiss, the July 18<sup>th</sup>, 2018, meeting minutes were approved unanimously.

The applicant, Interstate Power and Light Company, was represented by Richard Kullander in person and Mark via telephone. The applicant had requested the issuance of a Variance and Special Exception for a 75' monopole telecommunications tower for their substation located at 1804 North Elm Street, Jefferson Iowa, Parcel D in the Southeast Quarter of the Northwest Fractional Quarter of Section 5, Township 83 North, Range 30 West of the 5th P.M. of Jefferson, Greene County, Iowa. The purpose of the Variance and Special Exception requests was to allow a telecommunications tower within one half mile of another telecommunications tower.

Kullander presented on behalf of Interstate Power and Light Company and provided information on the function of the tower. Kullander advised the tower allows the company to communicate with the substation to detect outages and to operate their automated metering system. Kullander advised with Interstate power and light vacating their current location in Jefferson the tower is needed to run their service.

Sorensen advised the Commission the city had received no concerns from neighboring property owners. Sorensen advised he had spoken with Jamie Daubendiek, COO of Jefferson Telecom, as they have a telecommunications tower within a half mile of the property. Daubendiek advised they had no concerns with the tower.

Devilbiss asked if the tower at the current location would be removed. Kullander advised it would not be due to the \$10,000 - \$20,000 expense in the removal which they would have to increase in the sale of the property. Kullander advised the current tower would no longer be operable. Devilbiss asked what would stop the future owner from installing equipment that could interfere with other towers. Kullander advised with the Federal Communications Commission (FCC) requiring permitting for new equipment place on telecommunications towers this would be prevented. Kullander advised it would be more advantageous to be able to sell the property with the amenity of the tower in case a business might be able to use it.

Bills asked the life span of the monopoles. McCune advised they have some poles anywhere from twenty to forty years old. McCune advised the poles are designed to collapse on themselves in the instance of a major wind event.

Calvert asked if the current location were to not sell, would they take the old tower down. Kullander advised they did not want to do that as they would have to put that cost onto their consumers.

The Board of Adjustment felt due to the substation being utility, the FCC regulation over the exiting tower and the improvement this gives to all Interstate Power and Light Company consumers in Jefferson, the Variance and Special Exception reasonable.

Devilbiss made a motion to approve a Variance for a 75' monopole telecommunications tower within one half mile of another telecommunications tower and Calvert seconded the motion. The Board of Adjustment found that it is empowered under the section of this chapter described in the application to grant the Variance of a 75' monopole telecommunications tower within one half mile of another telecommunications tower and it would be in harmony with the general purpose and intent of this chapter. **CARRIED UNANIMOUSLY.**

Calvert made a motion to approve a Special Exception for a 75' monopole telecommunications tower within one half mile of another telecommunications tower and Devilbiss seconded the motion. **CARRIED UNANIMOUSLY.**

With no further business, on a motion by Devilbiss and second by Calvert, the meeting was adjourned.

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Amanda Bills, Chairperson

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Nick Sorensen, Building Official

**WORK ORDER NO. 4  
TO  
PROFESSIONAL SERVICES CONTRACT**

**AGIS AS-BUILT APPROACH DEVELOPMENT SERVICES**

**RUNWAY 14/32 EXTENSION**

**JEFFERSON MUNICIPAL AIRPORT  
JEFFERSON, IOWA**

**BETWEEN:** The City of Jefferson,  
An Iowa municipal corporation (CLIENT)

**AND:** Bolton & Menk, Inc. (CONSULTANT)

**EFFECTIVE DATE:** June \_\_, 2020

**RECITALS**

1. City owns and operates the Jefferson Municipal Airport (FAA Identifier EFH) located in Jefferson, Iowa.
2. This is Work Order No. 4 to the Professional Services Contract, between City and Bolton & Menk, Inc. The Professional Master Services Contract effective March 18, 2015, is referred to herein as the “**Master Agreement**”.

**AGREEMENT**

**DESCRIPTION**

The CONSULTANT agrees to provide AGIS As-Built Approach Development Services, required for the Runway 14/32 Extension at the Jefferson Municipal Airport (herein referred to as the **Project**).

**I.A. BASIC SERVICES**

**PROJECT UNDERSTANDING**

The project involves AGIS As-Built approach development services associated with the 150 ft. extension to Runway 14/32 at the Jefferson Municipal Airport in Jefferson, Iowa.

**PROJECT SCOPE**

For purposes of this Work Order, the Basic Services to be provided by the CONSULTANT are as follows.

**TASK IV. AERONAUTICAL AS-BUILT SURVEY (AGIS)**

As identified by staff at FAA ADO, this project requires As-Built aeronautical survey and mapping services that meet the standards outlined in FAA Advisory Circular AC 150/5300-16A, -17C, and 18B. The survey requirements and deliverables will be completed for an “As-Built Survey” as identified in Table 2-1 of AC 150/5300-18B.

The required FAA Advisory Circulars have been established to provide survey specifications to collect safety critical and other Airport data. The specifications outline geodetic control, aerial imagery, survey, data attribution, and delivery requirements. The applicable FAA requirements include:

- FAA Advisory Circular 150/5300-16A *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*,
- FAA Advisory Circular 150/5300-17C, Change 1 *Standards for Using Remote Sensing*
- FAA Advisory Circular 150/5300-18B, Change 1 *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*.

In general, the Aeronautical Survey will accomplish the following goals:

- Produce orthophoto mapping necessary to create a Digital Elevation Model (DEM) of the airport area.
- Complete on-site ground control surveys to validate all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control.
- Produce a robust dataset, formatted to the standards of the FAA Airports-GIS program, to enable the Airport and Commission to incorporate the Airport’s data into a GIS system.
- Assist the Commission and Airport in understanding, compliance with, and incorporating FAA Airports-GIS standards.

Data collection and submittal will be limited to the “as-built” Airport configuration with the Runway 18/36 extension for submittal to the FAA.

The Consultant will assist the Airport with setup of the project on the FAA Airports ADIP/AGIS website (<https://airports-gis.faa.gov/airportsgis/>) and designation of the Consultant’s representatives. Required deliverables to the FAA ADO or National Geodetic Survey (NGS) to successfully complete an Aeronautical Survey project include the following:

- Statement of Work (FAA-ADO and FAA Airport ADIP/GIS website)
- Survey Work and Quality Control Plan (FAA Airport ADIP/GIS website)
- Remote Sensing Plan (FAA ADIP/AGIS website)
- Aerial Photography Report (FAA ADIP/AGIS website)
- Airport Survey Digital Data File (FAA via hard drive)
- Final Surveyors Report (FAA ADIP/AGIS website)
- Digital Data Delivery (FAA ADIP/AGIS website)

Work will be completed by Consultant and through sub-contract with Consultant.

### 1.0 Geodetic Control

Geodetic Control is necessary to establish project control tied to the National Spatial Reference System (NSRS) to establish accurate vertical and horizontal benchmarks. The horizontal datum will be NAD83(2011) and the vertical datum will be NAVD88.

No Primary and/or Secondary Airport Control Stations (PACS/SACS) currently exist at EFH. The use of **Temporary Geodetic Control** will be utilized on this project. If this is not acceptable to FAA then a scope of services will be developed to establish PACS/SACS at EFH.

### 2.0 Aerial Photography

Aerial Photography is required by project specifications for development of an obstruction analysis. The photography will also be used to develop an overall Airport base map of planimetric features. The team will develop a flight plan, acquire the photography, process and analyze the imagery. This includes stereo photography and ortho photography as required by FAA AC 150/5300-17C.

Ground control points for aerial imagery will be determined and ground surveyed to provide accuracy for the aerial imagery acquisition. The control positions will be determined with direct ties to the Temporary Control developed for EFH. The capture of aerial photography will be completed once the ground control stations are set. For the obstruction analysis, tree canopies must be in full bloom providing full 'leaf-on' conditions. One imagery acquisition flight is planned to obtain the best imagery for base mapping and obstruction analysis at EFH. This imagery will occur during leaf-on conditions. Ortho photography will also be collected as required in AC 150/5300-17C.

The photography flight crew will collect the imagery as defined in the flight layout, encompassing the critical areas of the obstruction identification surfaces and planimetric base mapping. Exhibits of the proposed flight layout including the airspace analysis limits, planimetric mapping limits, and topographic mapping limits are included at the end of this scope of work. The imagery will be processed and geo-referenced. Models will then be produced for the planimetric base mapping and obstruction analysis. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and a 0.5' pixel resolution for the Airport Property. The photo scale will be 1" = 4,328' for the obstruction surface areas and 1" = 1,122' for the Airport property.

### 3.0 Aeronautical Survey

An aeronautical survey is required to obtain and document critical airside information. Ground surveying will be completed to FAA AC 150/5300-18B standards for "Airport Layout Plans" utilizing temporary geodetic survey control. Multiple survey methods will be used to capture critical runway, navigational aid (NAVAID), obstructions, and control points. This includes the following general surveying tasks for IOW:

- Survey Existing Runway 14 end and profile
- Survey Existing Runway 32 end and profile
- Monument Runway ends (if not already completed)
- Survey Navigational aids for all Runways

The horizontal and vertical points of each NAVAID and top obstruction point will be collected. Prior to survey, the project team will conduct field reconnaissance and Airport interviews to

develop project understanding and ensure airfield operational safety is maintained. Airport officials and FAA will be utilized for assistance in identifying NAVAIDS on site or off Airport property.

## 5.0 FAA Planimetric Mapping & GIS Attributes

Aerial photography will be used to develop a planimetric map over the base mapping area which includes the Airport property and surrounding area. The on-Airport features group and class information populated will follow the required (not optional) critical elements as outlined in FAA AC 150/5300-18B. The data groups rendered into attributes will include data easily viewable via aerial photography and/or via site visit. All feature classes are excluded from this effort unless specifically described in this scope of services. Generally, this Airport planimetric map will include:

- Runways
- Taxiways
- Buildings
- Navigational Aids
- Obstructions
- Landmarks

Items not included in the scope include wetlands, or other environmentally sensitive areas. The off-Airport base mapping area will include limited planimetric to include streets, buildings, and driveways. Two-foot ground contours will be developed within the identified base map boundary.

The data will be compiled into an AutoCAD format work product ready for delivery to FAA Airports GIS compliant with FAA AC 150/5300-18B. A digital file deliverable in the appropriate format will be completed to be uploaded to the Airports GIS website.

## 6.0 Final Survey Report

A final survey report will be compiled, containing documentation supporting the survey project as a standardized delivery of field notes, raw survey data and project summary. The final survey report can be used to facilitate the independent verification, validation and quality assurance of safety critical data. The final survey report will be accompanied by supporting documentation and conform to the NGS Recommended Directory Structure for the AC 150/5300-18B Final Report. It will include sections:

Section 1	Project Summary	Section 6	Obstacle Information
Section 2	Airport Interviews	Section 7	GPS Processing Files
Section 3	Geodetic Control Data	Section 8	GPS Raw Data
Section 4	Runway Information	Section 9	Miscellaneous Digital Files
Section 5	NAVAID Information	Section 10	Forms and Check Lists

The final report will comply with the requirements in AC150/5300-18B section 2.6.4 and uploaded to the AGIS web site with final delivery of the survey data.

## 7.0 Project Management, Reporting, Deliverables

The Consultant will manage the overall project, including administration and coordination of all

efforts related to this work item including coordination with NGS and online portal, initial coordination with FAA Flight Procedures, and coordination with survey staff to produce an accurate product meeting industry standards, and monitoring work schedules to ensure deadlines are met.

The Consultant will be responsible for providing the Airport with regular progress reports to communicate the team's progress throughout the project. Each progress report will contain progress updates and significant schedule or work issues with the project. Data files and reports will be prepared and delivered as defined in AC 150/5300-16A, 17C, and 18B. The FAA requires a geodetic control report to the NGS (if applicable), an aerial imagery report to the NGS for use in validation, and a final project completion report. The final project completion report will include a complete synopsis of each of the survey tasks completed.

Final deliverables to the Airport will include two (2) CDs containing digital GIS shapefiles of the existing Airport, and two (2) poster-size prints of the aerial photography captures as part of the project.

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

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

1. Additions to the project outside of this scope.
2. Additional geotechnical investigation required for the Project.
3. Additional field Investigation required beyond those specified.
4. Completion of additional special studies not identified in Section I.A.
5. Attendance of additional meetings beyond those identified in the above scope.
6. All other services not specifically identified in Section I.A.

#### **I.C. CONSIDERATION**

The services described above in Section I.A. BASIC SERVICES shall be provided as follows:

<b>Task</b>	<b>Estimated Fee</b>	<b>Method of Compensation</b>
Task 1 – Aeronautical Survey (AGIS)	\$ 38,100.00	Lump Sum
<b>TOTAL AUTHORIZED FEE</b>	<b>\$ 38,100.00</b>	
Estimated Federal Share (100%)	\$ 38,100.00	
Estimated Local Share (0%)	\$ 0.00	

Progress payments shall be made in accordance with the Attached Fee Schedule (Exhibit IV) and Section III of the Master Agreement.



**WORK ORDER NO. 5  
TO  
PROFESSIONAL SERVICES CONTRACT**

**FAA REIMBURSABLE AGREEMENT AND IMPLEMENTATION SERVICES**

**RUNWAY 14/32 EXTENSION**

**JEFFERSON MUNICIPAL AIRPORT  
JEFFERSON, IOWA**

**BETWEEN:** The City of Jefferson,  
An Iowa municipal corporation **(CLIENT)**

**AND:** Bolton & Menk, Inc. **(CONSULTANT)**

**EFFECTIVE DATE:** June \_\_, 2020

**RECITALS**

1. City owns and operates the Jefferson Municipal Airport (FAA Identifier EFW) located in Jefferson, Iowa.
2. This is Work Order No. 5 to the Professional Services Contract, between City and Bolton & Menk, Inc. The Professional Master Services Contract effective March 18, 2015, is referred to herein as the “**Master Agreement**”.

**AGREEMENT**

**DESCRIPTION**

The CONSULTANT agrees to provide FAA Reimbursement Agreement Development and Implementation Services, required for the Runway 14/32 Extension at the Jefferson Municipal Airport (herein referred to as the **Project**).

**I.A. BASIC SERVICES**

**PROJECT UNDERSTANDING**

The project involves FAA Reimbursable Agreement for the Jefferson Municipal Airport in Jefferson, Iowa.

**PROJECT SCOPE**

For purposes of this Work Order, the Basic Services to be provided by the CONSULTANT are as follows. This work will be under Task 4 Reimbursable Agreement Coordination of the Original Work Order No. 3.

**Phase 1: RA for Flight Check of NAVAIDS**

FAA Reimbursable Agreement No 1 will include Flight Check of 2-PAPI and 1-REIL. The FAA portion of this work will include the actual flight and certifications of both the PAPI's and REIL. The quote from Shelley Ochs, FAA, for their portion is estimated at \$15,000. Bolton & Menk will coordinate with FAA Flight Services for the Reimbursable Agreement between the Sponsor and the FAA Flight Services Group. We will include the costs into the overall grant request for reimbursement by FAA at 100%. Bolton and Menk staff will help coordinate and meet the FAA flight on the field and be available to make adjustments to the NAVAIDS to complete the certification.

**Phase 2: RA for Deactivating FAA Owned REILS**

FAA Reimbursable Agreement No 2 will include the Deactivating of the existing FAA Owned REILS. The FAA portion of this work will include the removal of the existing REILS at Runway 32 which are owned by FAA. The quote from Brad Urey, FAA, for their portion is estimated at \$37,000. Bolton & Menk will coordinate with FAA ATO Central Service Center for the Reimbursable Agreement between the Sponsor and the FAA ATO Central Service Center. We will include the costs into the overall grant request for reimbursement by FAA at 100%. Bolton and Menk will work with FAA ATO Central Service Center in the plan review and documentation of the removal of this equipment. Bolton and Menk will coordinate with FAA field staff for the removal of the existing REILS owned by the FAA

**I.C. CONSIDERATION**

The services described above in Section I.A. BASIC SERVICES shall be provided as follows:

<b><u>Task No. 4</u></b>	<b><u>Estimated Fee</u></b>	<b><u>Method of Compensation</u></b>
Phase 1 – RA for Flight Check of NAVAIDS	\$5,000.00	Lump Sum
Phase 2 – RA for Deactivating FAA Owned REILS	\$3,000.00	Lump Sum
<b>TOTAL AUTHORIZED FEE</b>	<b>\$8,000.00</b>	
Estimated Federal Share (100%)	\$8,000.00	
Estimated Local Share (0%)	\$ 0.00	

Progress payments shall be made in accordance with the Attached Fee Schedule (Exhibit IV) and Section III of the Master Agreement.

**BASIS OF FEE ASSUMPTION**

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

- Off-site improvement design/construction will not be required.
- Deliverables provided by CLIENT are sufficient to be used for the basis for design/construction.
- 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.

## Notice Of Grant Award

Title:	<b>Jefferson Municipal: CARES Act Funds</b>
DOT Agency Disbursing Funds:	<b>Federal Aviation Administration</b>
Project Name/Number:	<b>Jefferson Municipal</b>
Award Recipient	<b>City of Jefferson</b>
City/Country/State	<b>Jefferson, Greene, IA</b>
Place of Performance	<b>Jefferson Municipal</b>
State Congressional District	<b>4</b>
Entitle Amount	<b>\$ 0.00</b>
Discretionary Amount	<b>\$ 0.00</b>
CARES Amount	<b>\$ 30,000.00</b>
Total Grant Amount	<b>\$ 30,000.00</b>
DOT Regional Office/Telephone Number	<b>Sheila Bridges (816)329-2638</b>

### **Description:**

CARES Act Funds

- This grant will provide federal funding for the Jefferson Municipal Airport associated with Jefferson, Iowa. The local point of contact is Mr. Kirk Wright, Airport Manager. Mr. Kirk Wright may be reached at (515) 386-4429.
- This grant is being funded as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020. An intent to fund this grant was previously announced by the Secretary of Transportation on April 14, 2020.
- This grant provides economic relief funds for any purpose for which airport revenue may be lawfully used.
- Jefferson Municipal Airport is a general aviation airport, designated as local, as defined in the FAA's National Plan of Integrated Airport Systems (NPIAS) report.
- Following this grant announcement, FAA will notify the sponsor of the allocation. A grant offer will be issued subsequently for this grant as finally formulated.

## CHAPTER 48

### NOISE CONTROL

48.01 Purpose	48.07 Measurement of Noise and Sound
48.02 Definitions	48.08 Permits
48.03 Noise Disturbance Prohibited	48.09 Maximum Sound to be Permitted
48.04 Sounds Not Allowed	48.10 Other Laws and Ordinances
48.05 Vehicle Noise Limits	48.11 Penalty
48.06 Exceptions	

**48.01 PURPOSE.** It is the purpose of this chapter to prevent excessive sound which is a serious hazard to the public health and welfare and to the quality of life in the City of Jefferson.

**48.02 DEFINITIONS.** Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms have the following meanings. Definitions of technical terms used in this chapter which are not herein defined shall be obtained from publications of acoustical terminology issued by the American National Standards Institute (ANSI):

1. "Application" means the application submitted to the City requesting a noise permit.
2. "Emergency" means any occurrence or set of circumstances involving actual or imminent physical or psychological trauma or property damage which demands immediate action.
3. "Emergency work" means any work performed for the purpose of alleviating or resolving an emergency.
4. "Motor vehicle" means any motor-powered vehicle designed to carry at least one passenger or driver and of the type typically licensed for use on the public highways.
5. "Noise" means any sound which disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.
6. "Noise disturbance" means those sounds defined by Section 48.04 and 48.05 of this chapter.
7. "Person" means any individual, association, partnership corporation or officer thereof.
8. "Public right-of-way" means the traveled portion of any street or alley or similar place which is owned or controlled by the City or other governmental entity.
9. "Sound" means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that cause

compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

10. "Sound level meter" means an instrument, including a microphone, amplifier, RMS detector, integrator or time average, output or display meter, and weighting networks used to measure sound pressure levels, which complies with American National Standards Institute standards. A "weighted sound level" or "sound level" means the sound pressure level in decibels as measured on a sound level meter using the A weighting network. The level so read shall be designated as dB(A) or dBA. "Decibel" means a logarithmic and dimensionless unit of measure often used in describing the amplitude of sound and is denoted as dB.

**48.03 NOISE DISTURBANCE PROHIBITED.** It is unlawful for any person to willfully make, continue, cause or allow any noise disturbance within the City.

**48.04 SOUNDS NOT ALLOWED.** Except for sounds excluded under other sections of this chapter, the term "noise disturbance" means any of the following sounds:

1. Injurious or Disturbing Sounds Generally. Any sound which endangers or injures the welfare, safety or health of a human being or disturbs a reasonable human being of normal sensitivities or causes or tends to cause an adverse physiological or physical effect on human beings or devalues or injures property.
2. Maximum Permitted Level. In addition to the foregoing, a sound measured or registered in excess of the maximum permitted levels according to the following table, is declared to be a noise disturbance.

MAXIMUM PERMITTED LEVELS

RECEIVING LAND USE:	MAXIMUM dB PERMITTED:
Residential:	65 between 7 a.m. and 9 p.m. 55 between 9 p.m. and 7 a.m.
Commercial:	70
Industrial:	75
Park:	65

Sound in excess of the maximum permitted levels shall not be a noise disturbance if such sound is emitted in accordance with a noise permit issued by the City.

**48.05 VEHICLE NOISE LIMITS.** It shall be unlawful for any person to operate or for the owner to cause or permit to be operated within the public right-of-way in this city, any motor vehicle which emits a noise in excess of the dB(A) level established in this section.

1. The maximum allowable noise levels for motor vehicles shall be 75 dB(A) measured at a distance of twenty-five feet.
2. This section applies to the total noise from a motor vehicle and shall not be construed as limiting or precluding the enforcement of any other provisions of this ordinance.
3. No person shall modify the exhaust system of a motor vehicle or any other noise abatement device of a motor vehicle or operate any such vehicle or device in this city in a manner that the noise emitted by the motor vehicle is above that emitted by the vehicles as originally manufactured. Muffler cutouts, by-passes, or other devices which increase sound emitted shall be unlawful.
4. The sound shall be measured on a sound level meter of standard design and quality operated on the "A" slow response weighting scale.

**48.06 EXCEPTIONS.** Any other provision of Section 48.04, 48.05 or any other section of this chapter to the contrary notwithstanding, the term “noise disturbance,” as used in this chapter, does not mean or include the following sounds:

1. Emergencies. The sounds emitted by emergency work or by any authorized emergency personal or vehicle, when responding to an emergency call.
2. Alarms. The sounds emitted by the intentional sounding outdoors of any fire, burglar or civil defense alarm, siren, whistle or similar stationary emergency signaling device for emergency purposes.
3. Alarm Testing. The sounds emitted by the intentional sounding outdoors of any privately-owned fire alarm, burglar alarm, siren, whistle, or similar stationary emergency signaling device for the essential testing of such device, when conducted between the hours of 8:00 a.m. and 5:00 p.m.
4. Bell Tower and Church Bells. The sounds emitted by the Mahanay Memorial Carillon Tower and the sounds emitted by church carillons, bells or chimes.
5. Certain Signaling Devices. The sounds emitted by mobile radio or telephone signaling devices.
6. Law Enforcement. The sounds made or caused to be made by law enforcement officials in the performance of their official duties.
7. Railroad. The sounds emitted by railroad equipment while operated on the railroad right-of-way.
8. Government Vehicles. The emission of sound made or caused to be made by government owned, operated, or contracted vehicles in the performance of their official duties.

9. Fairground. The sound emitted in conjunction with activities conducted on the Greene County fairgrounds during the Greene County Fair or other exposition approved by the City or County.
10. Weapons and Fireworks. The emission of sound in the legal discharge of weapons or in fireworks displays licensed by the City.
11. Snow Removal Equipment. The sound emitted by motor-powered, muffler-equipped snow removal equipment operated ~~between the hours of 6:00 a.m. and 10:00 p.m. and the sound emitted by City-owned or hired snow removal equipment from the time there has been an accumulation of one-half inch of snow until the snow has ceased to fall and has been removed or plowed from City streets.~~
12. Marching Bands and Athletics. The emission of sound in conjunction with marching bands and athletic events.
13. Construction Noise. The sound made by privately-owned and operated tools or equipment in erection, demolition, excavation, drilling, or other such construction work between the hours of 7:00 a.m. and 9:00 p.m.
14. ~~Engine Testing and Repair. The sound made by the repairing, rebuilding, modifying, or testing a motor vehicle or recreational vehicle between the hours of 7:00 a.m. and 9:00 p.m.~~ Children at Play. The sound of the unamplified voices of children under the age of 16 during normal play.
15. Loading and Unloading. The sound made by outdoor loading, unloading, opening, closing, or handling of boxes, crates, containers, building materials, trash cans, containers, receptacles, or dumpsters between the hours of 7:00 a.m. and 9:00 p.m.
16. Musical Instruments. The sound made by a drum, horn, reed, string instrument, or other musical instrument between the hours of 7:00 a.m. and 9:00 p.m.
17. Outdoor Power Equipment. The sound emitted by outdoor power equipment, including but not limited to aerators, augers, blowers, brush clearers, brush cutters, chain saws, dethatchers, edgers, hedge trimmers, lawn mowers, pole saws, power rakes, snowblowers, tillers, and power tools between the hours of 7:00 a.m. and 9:00 p.m.
18. Other Permitted or Authorized Sounds. The sounds emitted by activities of a temporary duration, authorized by law and for which a license or permit therefor has been granted by the City, including but not limited to parades, fireworks displays, the outdoor warning system and all other authorized activities occurring on government property

**48.07 MEASUREMENT OF NOISE AND SOUND.** The measurement of sound or noise shall be made with a sound level meter meeting the standards prescribed by the

American National Standards Institute. The instruments shall be maintained in calibration and good working order. A calibration check shall be made of the system at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. The microphone shall be positioned so as not to create an unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used when required. The measurement shall be an A weighted, slow response sound level. The sound is measured at the edge of a city street or alley right-of-way nearest to the source of the sound. A measurement may also be taken on the property where the complaining party was disturbed.

**48.08 PERMITS.** Applications for a permit for relief from the provisions of this ordinance may be made to the City Council, or a duly authorized representative, pursuant to the following procedure:

1. All permits must be applied for in writing, on the forms prescribed by the City Clerk, during normal business hours stating what devices are to be employed, where they are to be employed, on what date(s) and at what times of day they are to be used, the nature of the sounds to be produced or amplified and the number of people in attendance, and the persons responsible for the activity.
2. Permits granted shall state with reasonable specificity the date(s), location(s), time(s), nature of the sound, devices permitted, number of people in attendance, and the persons responsible for the activity.
3. Permits shall not be arbitrarily or unreasonably withheld nor shall the free expression of ideas or lawful speech be restrained, but sound and noise producing conduct having no communicative value and serving only to unreasonably disturb and disrupt the enjoyment of residences and normal pursuits shall be restrained.
4. The City Council may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood.
5. Upon applying for a noise permit, the applicant shall deposit with the City the sum of \$100.00, or such other amount as established from time to time by resolution of the City Council, which shall be returned to the applicant after the event provided that all of the conditions for issuance of the permit were fully complied with.

**48.09 MAXIMUM SOUND TO BE PERMITTED.** When a permit has been issued pursuant to this chapter the sound levels listed in the following table shall be the maximum levels permitted:

RECEIVING LAND USE:	MAXIMUM dB PERMITTED:
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Residential:	75 between 7 a.m. and 9 p.m. 65 between 9 p.m. and 7 a.m.
Commercial:	80
Industrial:	80
Park:	80

When granting the permit, the Council may impose lower sound level limits based upon the location and length of the proposed event for which the permit is requested and the Council may impose other reasonable conditions and requirements to be met or fulfilled by the noise permit holder preliminary to or at the time of the use or operation of the sound equipment. Such conditions shall be those necessary or advisable to protect the health, welfare and quality of life of the residents of the City and may include, without limitation, restrictions on the time of day the sound equipment can be used or operated and restrictions on the length of time that the sound equipment may be used or operated. The permit holder shall be responsible for monitoring the level of sound to ensure that the conditions of the permit are not violated.

Should the person holding a permit not attentively observe all limitations and restrictions found in this chapter and in the noise permit, the City authorities shall be authorized to stop such permitted event or to turn the sound equipment off or reduce it to the level authorized by the noise permit.

**48.10 OTHER LAWS AND ORDINANCES.** No provisions of this chapter should be construed to legalize or permit sounds, devices or activities made unlawful by other ordinances of the City or State or Federal statutes.

**48.11 PENALTY.** Unless another penalty is expressly provided by this chapter for any particular provision or section, any person violating any provision of this chapter or any rule or regulation adopted herein by reference shall be guilty of a simple misdemeanor or a municipal infraction punishable by a criminal or civil penalty as provided by Chapters 1 and 4 of this Code of Ordinances. Each day that a violation occurs or is permitted to exist constitutes a separate offense.



**CAHOY PUMP SERVICE**

*The Premier Provider of Municipal, Industrial, & Environmental Water Well Services*

June 19, 2020  
 City of Jefferson, IA  
 Jefferson Water Dept.  
 1000 N Cedar St.  
 Jefferson IA 50129  
 Attn: Mr. Tom Schilling  
 Re: Well #9

Greetings Tom:

We have completed the inspection on your well #9's equipment and well data. To that end we are pleased to provide you with the following proposal for your review and consideration:

- This proposal is for the work to replace/refurbish materials as needed, provide a well treatment and reinstall.

**WELL #9**

#	DESCRIPTION	U	Q	UNIT PRICE	TOTAL PRICE
<b>Well #9 Cost of Work Completed to Date</b>					
1	Test, Pull and Inspect Equipment	LS	1	\$ 4,350.00	\$ 4,350.00
2	Video Inspection of Well	LS	1	\$ 1,050.00	\$ 1,050.00
<b>Well #9 Cost Estimate for Repairs and Treatment</b>					
3	New 20HP SME motor and Flow wise Pump End	LS	1	\$ 6,520.00	\$ 6,520.00
4	New 4/3 Cable, Couplings, Check Valve, and O-rings	LS	1	\$ 188.00	\$ 4,980.00
5	Load and Mobilize Crew, Equipment and Materials	HR	12	\$ 192.00	\$ 2,304.00
6	Brush and Bail Well to Bottom	HR	4	\$ 192.00	\$ 768.00
7	Oxy-Blast Well Treatment with Well Test	LS	1	\$ 1,890.00	\$ 1,890.00
8	Install New and Refurbished Pumping Equipment	HR	16	\$ 192.00	\$ 3,072.00
9	Shock Chlorination Treatment with Well Test	LS	1	\$ 2,052.00	\$ 2,052.00
	Prepare & submit report to Owner on condition of well & pump install for records	EA	1	xxxxxxxxxx	\$ 000.00
<b>TOTAL ESTIMATED COST</b>					<b>\$ 26,986.00</b>

Notes:

- Proposal is valid for 30 days. After 30 days we reserve the right to re-visit our material and fuel costs and adjust our pricing structure accordingly.
- Proposal includes a new motor, pump, epoxy coated couplings, check valve, sub-cable, pit-less O-rings and 6" SS nipple under the pit-less spool.
- Any hours unused or in excess of estimate hours will be credited/invoiced at \$192.00
- Any excess Per diems will be invoiced at a rate of \$150.00 per night per man.

Thank you so much for the opportunity & feel free to contact myself or Darin Cahoy at our corporate office if you have any questions or wish to have us proceed with scheduling the work.

Sincerely,

  
 Jon Smiley  
 Regional Manager

Cahoy Corporate Office:  
 24568 150<sup>th</sup> Street – Suite 200  
 Sumner, Iowa 50674  
 (563) 578-1130

Cahoy West:  
 200 Grant Street  
 Marne, Iowa 51552

Cahoy Illinois South:  
 1822 North Lincoln Parkway  
 Lincoln, Illinois 62656

CPS – IL North:  
 202 West Howard St.  
 Durand, Illinois 61024



# *Service Level Agreement*

**Prepared for:**  
**Jefferson City Hall**

**Dated: May 12, 2020**

Jefferson City Hall,

Our intent is to formalize Computer Concepts of Iowa's relationship with Jefferson City Hall as your own personal IT department without the expensive overhead. This empowers us to do the things that must be done to protect your mission critical information systems. Small businesses don't have the time or resources to effectively manage their technology let alone stay on the cutting edge. This agreement will provide both those benefits at a very competitive rate and on a scheduled basis.

In this document you will find a basic service level agreement that will encourage regular maintenance of network hardware and software. This will serve as a starting point to define our responsibilities in regard to managing your technology resources. Additional servers, computers and software will require changes to the agreement which can be made at any time along the way.

We utilize many different technology resources to provide remote management and maintenance of PC's providing high availability and network uptime. Remote software is used to assist users with help desk related requests and to resolve issues. If a solution requires onsite work, technicians are scheduled and dispatched as necessary. We provide a very high response time via email, phone and onsite service.

Thank you,

Adam Schweers  
President/Owner  
Computers Concepts of Iowa

## Confidential

The information contained in this Agreement, as well as any other information provided to you during this presentation process is *confidential* and contains trade secrets of Computer Concepts of Iowa, Inc. It is not to be used by or disclosed to parties outside of the recipient's own employees, officers, or agents directly involved in evaluating this Proposal.

The recommendations for equipment, programs, and services contained herein are based on information that has been furnished to CCI, and on our observations. While we believe our estimates to be sound, the degree of success with which equipment, programs and services can be applied to data processing and telecommunications are dependent on numerous factors, many of which are not under the control of CCI. Therefore, our estimates as to the results to be obtained must not be regarded as expressed or implied warranties.

*By Signing the agreement this is accepted.*

## Agreement Provisions

### 1. Purpose

This agreement is between Computer Concepts of Iowa and Jefferson City Hall. This document outlines the service level roles, responsibilities, and objectives of Computer Concepts of Iowa and Jefferson City Hall in support of business critical technology (network, servers, PCs, software, anti-virus, data backup, printing, etc)

### 2. Scope of Services

Computer Concepts of Iowa will proactively manage the technology resources currently implemented in an attempt to minimize downtime due to equipment failure and ensure disaster survivability. We will also work with you to improve your technology infrastructure in order to increase your office efficiency, provide additional features and accommodate business growth.

Service Level Agreement includes:

<ul style="list-style-type: none"><li>• Weekly/Monthly Network Checkup</li></ul>	<ul style="list-style-type: none"><li>• Review server/PC logs for problems and remediate any issues.</li><li>• Check on the scheduled backup program and periodically test restore from the backup media.</li><li>• Ensure that Windows Critical Updates are being applied to server and workstations.</li><li>• Ensure anti-virus software is updated with latest virus definitions and that weekly system scans are being done. We will fix errors when identified.</li><li>• Ensure that server/PC hardware is in good working order and perform system blow outs scheduled separate from the regular SLA appointment on an annual basis or as needed based on client environment.</li></ul>
<ul style="list-style-type: none"><li>• Consulting</li></ul>	<p>Computer Concepts will monitor your IT investments and provide expertise and consulting in the following areas:</p> <ul style="list-style-type: none"><li>• Business client/server networking –</li><li>• Network Security – Managed anti-virus, spyware removal and prevention, server-based network security management.</li><li>• PCs and servers, all backed by 3-5 year warranty.</li><li>• Support of Business software – Productivity suites, accounting, CRM, project management, help desk, ERP.</li><li>• Domain Name, website and e-mail hosting (<i>no programming</i>)</li><li>• Remote Access – Connect multiple remote offices to main office or connect remote or roaming employees to main office.</li></ul>



## **Agreement Provisions Contd.**

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### **3. Performance Goals**

- Target response time to an issue for a client is within one business day of initial support request; although typically, response times are within a few hours.
- Minimize downtime and make recommendations on strategies to withstand foreseeable disasters like: fire, flood, tornado, computer failure, electrical surges, etc.
- Provide recommendations for implementing new technologies when those technologies can increase business efficiency, increase system reliability, or increase system performance. A hardware inventory, network map and SLA Document will be created over time to provide proper documentation of all departments.

### **4. Performance Measures**

Some automation is used to ensure accuracy and reliability of procedures like software updates, virus definition updates, data backup and others. Regular checkups will keep Jefferson City Hall on track to meet performance goals. Computer Concepts of Iowa is also well staffed and able to respond promptly to most all support requests.

### **5. Constraints**

All support and service requests outside the scope of this SLA will be billed separately. Mileage will be billed separately and one way trip charges may apply. After hours server reboots may be necessary.

### **6. Maintenance Schedules**

As scheduled and agreed in advance with affected business units.

## **Agreement Provisions Contd.**

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## 7. Rate Structure and/or Monthly Service Fee

Managed Services Contract      **\$310 per month**

\*\* Includes (6) AEM Licenses for windows updates, patching, security fixes, file maintenance and to monitor the health of the machines every day/month. We monitor and manage backups daily. We also allocate tech time to server/firewall/antivirus maintenance/monitoring every day/month. Our AEM software provides us the ability to run reports on many different states of the network as well as asset tracking. It also provides a very user friendly remote client software we use to assist your staff members. This includes unlimited phone and remote support during normal business hours. Software updates/upgrade, hardware repair/replacement and other requests are still quoted and billed separately. As the number of computers changes the monthly cost is adjusted slightly for licensing. Also includes (6) Trend Micro Advanced Antivirus Licenses at \$40 per license per year as well. (*The City's Antivirus renewal is up in July*)

### Our Managed Services Contract will meet all these objectives:

1. Remote Remediation of any network problems that occur within the existing infrastructure
2. All end user calls remediated directly with the end user, including built in screen access for ease of service
3. Full reporting access, with the ability to provide reports about information we monitor
4. End user/Employee feedback software to ensure positive results
5. 24x7 remote monitoring with pre-designated thresholds and alerts
6. Monthly server preventive maintenance with status report
7. Microsoft Security and Critical updates pushed out/monitored on all domain devices
8. Antivirus monitoring and updates on all domain devices
9. Backup monitoring
10. 3rd Party Application Patching Deployment (Adobe, Java, etc)
11. Annual Open Port Scanning
12. Proactive Network Protection & DNS Layer Content Filtering
13. Remote Access Review
14. Account Management Monitoring & Review
15. Password Management Policies Review

### **Labor Rates with SLA**

SLA Rate:                                \$100/hour for service and support during normal service hours.  
Planned After hours Rate:        \$150/hour for scheduled after hours support and service  
Emergency Rate:                     \$200/hour for emergency after hours support and service

### **Labor Rates without SLA**

Standard Rate:                        \$125/hour for service and support during normal service hours.  
Planned After hours Rate:        \$175/hour for scheduled after hours support and service  
Emergency Rate:                     \$250/hour for emergency after hours support and service

**Service Hours: Monday-Friday 7AM to 8PM**

## Agreement Provisions Contd.

### 8. Terms of Agreement

The signatures of this document indicate agreement to its content, that it is valid, has achievable objectives, and represents the intent of Computer Concepts of Iowa to meet the system needs of Jefferson City Hall as they relate to the maintenance of existing technology investments and ongoing technical support and consulting needs.

This document is controlled by Adam Schweers of Computer Concepts of Iowa and Jefferson City Hall. Any modifications to this agreement require the review and approval of both parties. Inputs relative to the content or distribution of this document should be forwarded to the Director of Operations at Computer Concepts of Iowa. This agreement may be terminated with 60 days written notice by either party. The contract is Annual and automatically renews unless either party notifies the other. CCI will review rates annually and reserves the right to adjust as business dictates. All statements are due when mailed to and shall accrue interest at the rate of 1.65% per month after they become 30 days late.

Non Hiring Clause for Service Level Agreement: Customer shall not hire or otherwise purchase the services of any current or prior CCI employee during that employee's employment with CCI or for a five (5) year period following that employee's separation from employment from CCI without CCI's express written agreement. The parties agree that a violation of this provision shall result in actual and immediate damage to CCI in an amount net less than \$15,000.00 payable to CCI by customer upon violation. CCI reserves the right to seek additional damages, injunctive relief and any other relief allowed by law.

The provisions of this agreement shall be interpreted pursuant to Iowa law. None of the covenants, provisions, terms or conditions of this Agreement to be kept or performed by the parties shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by all parties. Time is of the essence in this contract. This agreement shall extend to and be obligatory upon the respective heirs, administrators, executors, representatives of and successors to the parties hereto. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersede all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof. In any action or proceeding relating to this contract, Computers Concepts of Iowa shall be entitled to receive reasonable attorney's fees and costs. Under no circumstances shall Computer Concepts of Iowa be liable for any loss of profits or other consequential or special damages, whether or not foreseeable, that may occur because of any error or omission of a part or the whole of any work done by same.

Managed services billing could begin June 1st, 2020. Contracts are reviewed annually for currency, accuracy, and completeness.



## CAT POLICY FOR DISCUSSION

7-14-20

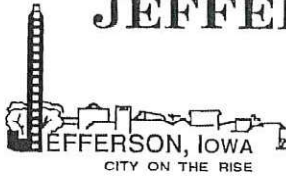
It is not the intent of this proposal to eliminate a community cats without doing what is possible to ensure we are not euthanizing someone's pet. The owner of the cat is to make sure the cat is taken care of. It is the intent to make sure cat colonies are managed and eliminated for the safety of the residents of Jefferson.

A citizen using their own trap and catch a cat on their own property has the right to do with that cat as they see fit. This includes humane euthanasia or take them out of town. It is recommended to have the cat checked for a microchip. The city has no responsibility with this option.

The city may provide a trap to confine cats on private property if the property owner believes there is a nuisance cat causing damage to their property. These cats will be checked for a microchip by the property owner. Non-micro chipped cats may be humanely euthanized.

If the cat has a microchip and an owner can be established the owner can pay applicable fees and get the cat back, it could be adopted, or the cat could be humanely euthanized or taken out of town. Any cost will be on the property owner.

The city can trap any cat on city property. The PD will check all traps on city property twice daily, by 8am and at 5pm. These cats will be checked for a microchip and or an ear notch. Marked cats will be logged and after the 2nd time the cat is caught humane disposal will be considered and may be carried out, whether that is euthanasia or removed from city limits. If the cat has a microchip and an owner can be established the owner can pay applicable fees and get the cat back or the cat can be adopted or it could be humanely euthanized or taken out of town. This will be at the city's cost.



# JEFFERSON POLICE DEPARTMENT

204 South Chestnut  
Jefferson, Iowa 50129

Telephone  
515-386-2136

## Law Enforcement Committee Minutes

06.30.2020 @ 0800 hours

Greene County LEC

### Attendance:

Matt Gordon (Via Zoom), Mayor

Mark Clouse, Chief of Police

Mike Palmer, City Administrator

Bob Schwarzkoph, City Attorney

Brandon Homer, Attorney

Pat Zmolek, Councilman

Heath Enns, Captain

1. Call to Order.
2. Approval of Minutes. (Motion: Zmolek, Second: Gordon)
3. Old Business.
  - a. Noise Ordinance. Continued discussion.
    - Discussion of proposed Noise Ordinance was had. Amendments were made to comply with citizen input.
4. New Business.
  - a. Discussion of Midland Power tour and possible options.
    - Probable financial numbers were provided to the committee on participating with the Sheriff's Office with the LEC move, and the option of standing alone. All agreed it is financially better to stay with the Sheriff's Office. Schwarzkoph will begin working with the County Attorney on completing a 28E Agreement and the city will verbally commit in the meantime.
5. Reports.
  - a. Chief of Police. (Officer Wolterman is progressing. Possible UTV Ordinance was discussed and will continue discussion at the next meeting.)
  - b. City Administrator. (Palmer spoke with the committee about officer morale during the current law enforcement issues in the nation.)
  - c. Councilman. (None)
  - d. Mayor. (Gordon spoke with the committee about continuing moving forward with finding different ways for officer retention and attraction.)
6. Comments, Announcements and other business. (None)
7. Adjournment.
  - a. Next meeting? - Tentative August 5<sup>th</sup>, 0800 hours at Greene County LEC.