

# AGENDA

**COUNCIL MEETING**  
**Tuesday, September 8, 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. 8/25/20 regular Council meeting minutes.
  - B. Appoint Jed McGee to Board of Adjustment and Appeals.
  - C. Pay Request #2 of \$25,309.03 for Chestnut & Adams Street Watermain Improvements
  - D. Pay Request #2 of \$165,418.44 for the Shared Use Path Improvements
  - E. Neighborhood Improvement Incentive Program grant of \$2,000 for removal of building at 103 E. Park St.
  - F. Façade Rehabilitation grant of \$6,720 for improvements to Peony Chinese Restaurant
  - G. Payment of monthly bills
- IV. NEW BUSINESS:**
- A. Consider second reading of an ordinance increasing water rates by 3%.
  - B. Consider second reading of an ordinance increasing wastewater rates by 3%.
  - C. Consider second reading of ordinance increasing residential and commercial solid waste collection rates and providing for commercial recycling fee.
  - D. Consider approval of Credit Card policy.
  - E. Consider approval of change order to Westbrooke Construction Co. for 100 E. State Street.
  - F. Consider approval of contract revision with PAWS.
  - G. Police Department discussion
- V. REPORTS:**
- A. Engineer
  - B. City Clerk
  - C. Attorney
  - D. City Administrator
  - E. Departments
  - F. Council & Committees
  - G. Mayor
- VI. ADJOURN.**

# AGENDA SUMMARY

DATE 9/8/20

## NEW BUSINESS

### VII. NEW BUSINESS:

- A. **Consider second reading of an ordinance increasing water rates by 3%.** The water committee evaluated the increase costs of chemicals and funding necessary for anticipated plant improvements and is recommending the 3% rate increase as provided for in the 2020-2021 budget. The rate would increase the base amount for water service by 34 cents per month from \$11.17 to \$11.51
- B. **Consider second reading of an ordinance increasing wastewater rates by 3%.** The sewer committee evaluated the increase costs of wastewater treatment and the funding necessary for anticipated plant improvements and is recommending the 3% rate increase as provided for in the 2020-2021 budget. The rate would increase the base amount for sewer service by 55 cents per month from \$18.48 to \$19.03.
- C. **Consider second reading of ordinance increasing residential and commercial solid waste collection rates and providing for commercial recycling fee.** The Sanitation and Recycling committee reviewed costs for the residential waste collection and is recommending a \$1.00 per month increase for residential collection from \$10.45 to \$11.45 per month along with increases in commercial collection rates. The previous adjustment to rates was in 2016. Residential recycling would increase by \$1.00 per month from \$3.70 to \$4.70 per month. Recycling rates were \$3.50 in 2008 and \$3.70 in 2016. Commercial businesses will also be required to pay a basic recycling fee of \$4.70 per month.
- D. **Consider approval of Credit Card policy.** In order to proceed with establishing a credit card for City use, the Finance Committee reviewed a policy for the use of a credit card. Essentially a credit card will only be issued to a department head and limited to a credit limit of \$5,000. Policy attached
- E. **Consider approval of change order to Westbrooke Construction Co. for 100 E. State Street.** This is the additional work that was discussed at the 8/11/20 meeting with the original change order estimate of \$16,000.
- F. **Consider approval of contract revision with PAWS.** At the 8/25/20 meeting, the Council agreed to increase the contract with PAWS by \$2,000 from \$6,000 to \$8,000. Contract language attached.
- G. **Police Department discussion.** The Police Committee met on Tuesday 9/1/20 to discuss 28E agreement, organizational structure and retention. Attached is the committee agenda and meeting notes..

COUNCIL MEETING

August 25, 2020

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Gordon presided.

During open forum, Greene County Sheriff Jack Williams and Greene County Attorney Thomas Laehn voiced their concerns regarding Jefferson Police Department law enforcement coverage of the City due to retention of officers and maintaining 24/7 coverage. Board of Supervisors, through Williams, communicated they are willing to work with the City to establish a 28E agreement addressing these concerns.

On motion by Sloan, second by Wetrich, the Council approved the following consent agenda: August 11, 2020 Council Minutes, Appointment of Cindi Daubendiek to the planning commission, Hired Jeremy Cartwright for part time help at Jefferson Community Golf Course at \$7.75/hr., approval of a Fireworks permit for Wild Rose Casino and Resort for September 11, 2020 or Rain Date September 12, 2020 and Casa De Oro, Class C Liquor License.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Ahrenholtz, and second by Jackson, the Council approved of an additional \$6000.00 for professional services to Bolton and Menk for extra observation services of the Chestnut & Adams Street Watermain Improvements project.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

On motion by Sloan, second by Jackson, the Council approved of an additional \$13,700.00 to Atura Architecture to include engineering costs for Animal Shelter construction.

AYE: Jackson, Sloan, Wetrich, Zmolek, Ahrenholtz

NAY: None

**RESOLUTION NO. 47-20**

On motion by Jackson, second by Zmolek, the Council approved Resolution No. 47-20, a resolution requesting Reimbursement from the Iowa Covid-19 Government Relief Fund.

AYE: Sloan, Wetrich, Zmolek, Ahrenholtz, Jackson

NAY: None

On motion by Sloan, second by Wetrich, the Council approved the first reading of ordinance adjusting water service rates by 3%.

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

On motion by Ahrenholtz, second by Wetrich, the Council approved the first reading of ordinance adjusting sewer rates by 3%.

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

On motion by Wetrich, second by Sloan, the Council approved the first reading of ordinance increasing Residential and Commercial solid waste collection rates and providing for Commercial recycling fee.

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

**RESOLUTION NO. 48-20**

On motion by Ahrenholtz, second by Zmolek, the Council approved Resolution No. 48-20, a resolution approving FAA Reimbursable Agreement for Decommissioning and Removal of Runway 32 REIL.

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

**RESOLUTION NO. 49-20**

On motion by Wetrich, second by Zmolek, the Council approved Resolution No. 49-20, a resolution approving Settlement and Payment of Claim by City Insurer. EMC will pay \$6,000.00 to Claimants (Jodi Defenbaugh and John Defenbaugh, as conservators of Brittany Defenbaugh) to resolve all claims against the City.

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

Mary Kinney from PAWS asked the Council to consider an extra \$2,000.00 for financial assistance. The contract currently is \$6,000.00 a year. The 28E agreement will need to be amended for the next regular meeting.

The quarterly report with Jefferson Matters: A Main Street & Chamber Community was held to update the Council on activities.

There being no further business the Council agreed to adjourn.

---

Matt Gordon, Mayor

---

Roxanne Gorsuch, City Clerk

# City of Jefferson

## Neighborhood Improvement Incentive Program

### Purpose:

The purpose of this grant program is to assist organizations, residents, and business owners within the City of Jefferson to strengthen their neighborhood's appearance, to promote the area to visitors, and to improve the quality of life.

### Eligible Applicants:

- ◆ Eligible applicants are property owners in the City of Jefferson who are committed to improve neighborhoods, promote the area, and improve the quality of life.

### Eligible Projects to be Considered for Funding: (Must demonstrate at least one of the items listed below)

- ◆ Projects that demolish a structure, including grading and seeding the area, in residential or commercial and public or private property.
- ◆ Projects that correct violations of the 2012 International Property Maintenance Code
- ◆ Project must be completed one year from application approval date.

### Funding Requirements:

- ◆ Maximum request is \$2,000.
- ◆ Grant funds are available on a reimbursement basis only.
- ◆ Grants will generally be awarded on a 50/50 cash match basis up to \$2,000.
- ◆ Before and after pictures are required for funding.

### Applicant Information

Organization Name: Susan Thiel Project Name: 100 yr old garage demo + replca  
Contact Person: Susan Thiel Mailing Address: 103 E Park St  
City, State, Zip: Jefferson IA 50129 Daytime Phone Number: 704-578-2141  
Fax: \_\_\_\_\_ E-mail: swimmersue@msn.com  
Total Project Cost: \$ 2,141.00 Amount requesting from this grant program: \$ 2000  
Project Address: 103 E Park St Jefferson IA 50129  
Project Description Demo existing garage  
Detached

The City Administrator and the Building Official will make final recommendations to the City Council regarding which projects should be funded. However, they will solicit input by utilizing, the City Engineer, City Department Staff, and/or City Council Members.

### For More Information/Questions:

Contact the City Administrator, City Clerk or Building Official at 515-386-3111.

Before





After

After





# Invoice



Date	Invoice #
9/2/2020	827

<b>Bill To</b>
Aaron & Susan Thiel 103 E. Park St. Jefferson, IA 50129

Unit #	Terms
	Due on receipt

Quantity	Description	Rate	Amount
3	Deliver and Dump 2.25 yards Construction Debris	300.00	900.00

All account balances that are not paid within 30 days of the invoice date will be assessed a finance charge at a periodic rate of 1.5% per month.

NOTES:

<b>Payments/Credits</b>	\$0.00
-------------------------	--------

<b>Total</b>	\$900.00
--------------	----------

Hwy 30 West  
 PO Box 227  
 Grand Junction, IA 50107  
 PH: (515) 738-2571  
 FAX (515) 738-2343  
 www.rueterco.com


# RUETER'S

SOLD TO  
 CASHA CASH SALE

SHIP TO

GRAND JUNCTION, IA 50107-0227

Sold By: BLRE PO #: KUBOTA KX040 Date 7/21/20 RENTAL INVOICE LAQ3405  
 Ship By: Tax #: 7:52:33

Tax	D	Qty	Description	Price	Amount
			Group: 01		
			CUSTOMER RENTAL		
I&T			UNIT: 24465 1 WEEK RENT 7/22 TO 7/28		800.00
			MAKE: KUBOTA MODEL: KX0404R3		
			SERIAL#: 21971 DESCRIPTION: KO MINI EXCA		
			DATE OUT: 7/21/20 DATE IN:		
			Leiht Restoration		
			312 1/2 Main Street Unit 201		
			Ames IA 50010		
			515-509-0806		
I agree to pay the total amount of this invoice in accordance with the Cardholder Agreement.					** SUBTOTAL 800.00
					** SALES TAX 56.00
X _____ *VI XXXXXXXXXXXXX1947 AUTH# 07029G					
					PAY THIS AMOUNT  856.00

Welding Innovations  
 1028 J Ave  
 Jefferson, IA 50129  
 Ph. 515-370-3786

# Invoice

Date	Invoice #
7/25/2020	369589
Due Date	P.O. No.
7/25/2020	

**PAID**  
**07/25/2020**

Bill To
Leigh Restoration LLC

Description	Qty	Rate	Amount
rent on 30 yd container & landfill fees up to 4 ton,\$38 a ton after 4 ton	1	385.00	385.00
Sales Tax		7.00%	0.00
<b>Thank you for your business.</b>			

<b>Terms: Payment in full due on receipt of invoice</b> <b>Finance Charges: 1 1/2% per month charged on all past due</b> <b>balances (18% annual rate)</b>	<b>Subtotal</b>	\$385.00
	<b>Total</b>	\$385.00
	<b>Balance Due</b>	\$0.00

# City of Jefferson

## Façade Rehabilitation Program Application

### Purpose:

The purpose of this grant program is to assist business/building owners within the City of Jefferson Main Street District to strengthen their neighborhood's appearance, to promote the area to visitors, and to improve the quality of life.

### Eligible Applicants:

- ◆ Eligible applicants are building owners in the City of Jefferson Main Street District who are committed to the Historical District.

### Eligible Projects to be Considered for Funding:

- ◆ Projects that correct violations of the current International Property Maintenance Code.
- ◆ Projects for facade improvements only.

### Funding Requirements:

- ◆ Grant funds are available on a reimbursement basis only.
- ◆ Grants will generally be awarded on a 50/50 cash match basis.
- ◆ Building design and materials must be approved by Facade Review Committee.
- ◆ Before and after pictures are required for funding.
- ◆ Projects must abide by the City of Jefferson Downtown Building Design Guidelines
- ◆ Projects may be required to obtain design assistance through Main Street Iowa.
- ◆ Large projects must submit building renderings of design.

### Applicant Information

Organization Name: Yeony Chinese Rest. Project Name: Entryway Marant  
Contact Person: Tong or Chantalle Long Mailing Address: 101 E. Lincoln Way  
City, State, Zip: Jefferson IA Daytime Phone Number: 515-386-3928  
Fax: — E-mail: chantalleclong@yahoo.com  
Total Project Cost: \$ 13,440.00 Amount requesting from this grant program: \$ 6720.00  
Project Address: 101 E. Lincoln Way, Jefferson, IA 50129  
Project Description: \_\_\_\_\_

Please see attachment

The Facade Review Committee will make final recommendations to the City Council regarding which projects should be funded. However, they will solicit input by utilizing, the City Engineer, City Department Staff, and/or City Council Members.

### For More Information/Questions:

Contact the City Administrator or Building Official at 515-386-3111.

Troy Binkley Construction  
203 E Mason  
Jefferson, IA 50129  
515.360.6347

Estimate For  
Peony

troybinkley@me.com

Estimate

Estimate Number  
178

Date  
May 19, 2020

Page 1 of 1

WD: Service

Description	Amount
Building Repairs	11,200.00
Install footing for pier.	
Install pier to support existing concrete beam.	
Install new beam to support suspended entry slab.	
Remove and reinstall existing door.	
Tear out tile floor and concrete floor.	
Pour new pad.	
Repair Sheetrock and paint.	
Install new tile floor.	
Repair stucco on northwest corner of building under awning.	
Paint repairs to match.	
Unforeseen Contingency	2,240.00
20% of job total for any unforeseen issues that may be uncovered during work.	

---

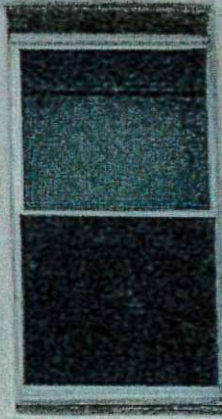
Sub Total	\$13,440.00
Tax	0.00
Discount	0.00
Total	\$13,440.00
Deposit	
BalanceDue	\$13,440.00

TERMS AND CONDITIONS:



GRANCE

Szechuan Chinese Restaurant









## CITY OF JEFFERSON CREDIT CARD POLICY

### PURPOSE

It is the intent of this credit card program to provide users with an effective and efficient way to simplify and expedite the process of paying numerous vendors for approved purchases while insuring compliance with purchasing policies and procedures with the City of Jefferson.

1. The program is intended to provide documentation of small purchases at the department level.
2. The program is intended to eliminate record keeping for vendors and expedite payment for purchases.
3. The program is intended to eliminate numerous credit application forms and related records required to set up and maintain charge accounts with infrequently used vendors.
4. The use of credit cards shall be in compliance with all other city policies. It is the responsibility of each cardholder to comply with these policies.

### ROLES AND RESPONSIBILITIES

1. The conduct of all City employees must meet the highest ethical standards, and that standard is a part of the City's credit card program. All participants in the program are responsible for conducting themselves in such a way as to exemplify the public trust that they hold.
2. City Clerk/Treasurer:
  - a. It is the responsibility of the City Clerk/Treasurer to handle issues with the card provider and cardholders regarding compliance with program policies.
  - b. It is the responsibility of the City Clerk/Treasurer to provide policy procedure revisions to each cardholder.
  - c. It is the responsibility of the City Clerk/Treasurer to recommend appropriate action in the event of unauthorized use of a card.
  - d. It is the responsibility of the City Clerk/Treasurer to coordinate the card application process and keep a record of all cardholders.
  - e. It is the responsibility of the City Clerk/Treasurer to handle issues with the card provider and cardholder regarding changes in cardholder status.
  - f. It is the responsibility of the City Clerk/Treasurer to handle questions concerning payment procedures and transaction reports.
  - g. It is the responsibility of the City Clerk/Treasurer to process payments in accordance with the program policies and the contract between the City and the card provider.

4. Cards are to be used only by the employees assigned to them. The authorized cardholder can make a purchase for another employee but should not “loan” his or her card to anyone.
5. Lost or stolen cards shall be immediately reported to the City Clerk/Treasurer and the credit card company.
6. Cardholders shall return cards to the City Clerk/Treasurer when employment within the City is terminated.
7. Cardholders will refrain from any use of the credit card upon providing notice of separation of employment, unless authorized by the City Clerk/Treasurer.

#### TRANSACTION DOLLAR LIMITS AND EXCLUDED ITEMS:

1. Credit Cards shall have a credit limit of \$5,000.00 per card.
2. The credit card shall not be used for the following:
  - a. Cash advances.
  - b. Purchase of gift cards/gift certificates.
  - c. Purchase of alcoholic beverages.
  - d. Travel-related expenses related to spouses or other non-covered persons.
  - e. Items for personal use that would not be reimbursable by the City of Jefferson.
  - f. Video rentals, “On Your Honor” bar purchases provided in hotel rooms.
  - g. Rental or lease of land or buildings.
  - h. Rental or lease of motor vehicles.
  - i. Entertainment.
3. The City credit card shall not be used for personal identification or as personal credit card references.
4. Credit cards should not be used at businesses where discounts are offered on in-house charge accounts.

#### USE OF CARD AND TRANSACTION RECORDS:

1. Receipts & Invoices: An original receipt or invoice from the vendor must support each purchase transaction. Photocopies of receipts are not allowed.
  - a. If the vendor sends receipts/invoices separately from the goods being purchased, the invoice/receipt should be sent directly to the cardholder’s department.
  - b. If for some reason the cardholder does not have documentation of a transaction, he or she shall attach an explanation that includes the required information along with a statement of why there is no supporting documentation.
2. Each receipt shall include the following information:

- a. Vendor name.
  - b. Date of transaction.
  - c. Amount of transaction.
  - d. Itemized descriptions of the items and services purchased.
    - i. If the credit card receipt only includes the total purchase amount, the cardholder shall attach a detailed invoice, packing slip, or other vendor document with detailed information.
    - ii. If an itemized receipt is not available, the cardholder shall attach a written record of the items and services purchased.
3. Bids and Quotes: For purchases requiring bids or quotes from vendors that are made with credit cards, cardholders must attach this documentation to their receipts and corresponding statement.
  4. Internet Transactions: Cardholders shall confirm the security of proposed Internet order sites prior to placement of orders.
    - a. Cardholders shall obtain a confirmation receipt and/or detailed documentation of each Internet transaction.
    - b. Cardholders shall furnish receipts and records of Internet transactions with transaction receipts.
  5. Conference, Training, and Travel Transactions: Cardholders shall confirm budget approval prior to using cards for conference, training, or travel purposes.
  6. Telephone or Fax Orders: Cardholders shall confirm the security of proposed telephone or fax orders prior to placement of orders.
    - a. Cardholders shall obtain a receipt and/or a detailed documentation of each telephone or fax transaction. (i.e. packing slip from product shipment, ask for receipt to be mailed after order is placed, original registration documentation)
    - b. Cardholders shall furnish receipts and records of telephone or fax transactions with transaction reports.
  7. Pickup/In-Person Orders: Cardholders may use cards in accordance with these policies at places of business accepting cards
    - a. Cardholders shall obtain a receipt and/or a detailed documentation of each transaction.
    - b. Cardholders shall furnish receipts and other records of transactions with transaction reports.
  8. Food Items: Cardholders may use cards for food items in accordance with purchasing policies and the policies of this program.
    - a. Cardholders shall obtain a detailed receipt or documentation of each transaction.

- b. Cardholders shall furnish receipts and other records of transactions with transaction reports.
- c. Transaction reports for food items must indicate the purpose for which the food was purchased.
- d. The name and affiliation of any non-employees or officers must be documented unless the food purchased for an official reception or similar event where more than 20 people are expected to be in attendance.
- e. Incidental beverages and snacks are not an allowable expense under City policy.

#### RECONCILIATION OF CHARGES:

- 1. A monthly reminder will be sent to cardholders stating that the statements are available for processing.
- 2. Cardholders will review their statement for the billing period and attach receipts. When charges are reconciled and coded, the transactions will be allocated to the correct general ledger account by the City Clerk/Treasurer. Each card statement must be signed by the cardholder and City Clerk/Treasurer (or other authorized signer). These signatures verify receipt of the materials and/or services shown on the statement. No one is authorized to sign in place of the cardholder.
- 3. Disputed Charges: It is the responsibility of each cardholder to resolve any discrepancies between the transaction report for his or her card and transaction receipts. Using the Dispute/Resolution Form, all discrepancies shall be reported to the City Clerk/Treasurer, along with the reason for the discrepancy, who was contacted, and the resolution. If the dispute cannot be resolved before the processing deadline, the items in dispute should be expensed to the department, and the following procedure followed:
  - a. It is the cardholder's responsibility to make an attempt to correct the error with the vendor.
  - b. In the event a charge is in one month, and a credit is received in the next billing cycle, the cardholder must submit a Dispute/Resolution Form for the current billing cycle.
  - c. Attach a copy of the Dispute/Resolution Form to the statement.
  - d. The cardholder is responsible to pursue the resolution with the assistance of the City Clerk/Treasurer. If the dispute is not resolved, the cardholder shall provide a Dispute/Resolution Form of his or her efforts to resolve the dispute. Updated records will be filed monthly until the dispute is resolved.
  - e. If an item was returned to the vendor, but the credit not received during the same billing cycle as the charge, the item must be expensed to the department during the current period; the charge should be reversed when the credit appears.

4. Each cardholder will furnish the completed report to the City Clerk/Treasurer within three working days after the cycle end date.
5. Each cardholder will submit the statement, complete with the on line cost allocation, and return the statements with authorized signatures to the City Clerk/Treasurer for payment.
6. The City Clerk/Treasurer will process payments in accordance with the credit card program policy and the contract between the City and the card provider.
7. Sales Tax: Purchases on the credit card are tax-exempt.
  - a. If sales tax is charged in error, the cardholder should request a credit back to the card from the vendor in the amount of the sales tax.
8. Credits and Returns: All credits and returns will be credited back to the purchasing card. NO cash is to be returned to the cardholder.

#### PROGRAM VIOLATIONS:

1. Types of Violations:
  - a. Unallowable purchases: Reference Transaction Dollar Limits and Excluded Items.
  - b. Unacceptable Documentation: Each transaction shall be documented by an itemized invoice or record including the required information. (Reference Use of Card and Transaction Records)
  - c. Late Submission of Credit Card Reconciliation or Authorization for Payment (Reference Reconciliation of Charges): Timely completion of reconciliation documents and authorization for payment documents is critical. The contract between City and the card provider requires payment to be made as scheduled.
  - d. Unresolved Item Disputes (Reference Reconciliation of Charges): Disputed charges are paid, and then credited if the dispute is resolved in favor of the cardholder. Failure to resolve disputed charges therefore results in excess costs to departments.
  - e. Standards of Conduct Violations: Failure to act in accordance with expected standards of conduct jeopardizes the public trust held by City employees.
  - f. Security Violations: Reference Security.
2. Consequences of Program Violations:
  - a. Unallowable Purchases: The cardholder will provide a written statement of explanation.
  - b. Unacceptable Documentation: The cardholder will provide required documentation upon notification by the City Clerk/Treasurer.
  - c. Late Submission of Credit Card Reconciliation Documents and Failure to Resolve Disputes: Late submissions and/or failure to resolve disputes may result in disciplinary action up to and including termination of City employment.

3. Repeated program violations will be reviewed by City Council and the City Attorney. In addition to temporary de-activation of the card, consequences of violation may include card revocation, payroll deduction for unallowable purchases and expense that were not reconciled, and/or disciplinary action, which may include termination.



# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
100 East State Street - Roof Structure and Roof Installation Project  
The Project is located at existing 2-story building located at 100 East State Street; Jefferson, Iowa.

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: 28 April 2020

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: 2 September 2020

**OWNER:** *(Name and address)*  
The City of Jefferson, Iowa  
220 N. Chestnut Street  
Jefferson, IA 50129

**ARCHITECT:** *(Name and address)*  
The Franks Design Group, P. C.  
410 First Street  
Glenwood, Iowa 51534

**CONTRACTOR:** *(Name and address)*  
Westbrooke Construction Company  
7207 Douglas Avenue  
Urbandale, IA 50322

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

This Change Order reconciles actual final costs for additional masonry work addressed in Change Directive #1 as a time and materials task.

Additional masonry work as directed June 2, 2020.

Add \$17,500.00 after Bidding Allowance

Architect approved changes to project phasing and construction logistics, per on-site meeting and subsequent written documentation.

Credit (\$ 24,930.00)

Net change to Contract Sum \$7,430.00

The original Contract Sum was	\$	<u>217,370.00</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The Contract Sum prior to this Change Order was	\$	<u>217,370.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>7,430.00</u>
The new Contract Sum including this Change Order will be	\$	<u>224,800.00</u>

The Contract Time will be increased by forty five (45) days.

The new date of Substantial Completion will be 9 November 2020

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

The Franks Design Group, P. C.  
ARCHITECT *(Firm name)*

Westbrooke Construction Company  
CONTRACTOR *(Firm name)*

The City of Jefferson, Iowa  
OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Peter G. Franks, AIA, NCARB, President  
PRINTED NAME AND TITLE

Kevin Conway, President  
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



## JEFFERSON - PAWS ANIMAL SHELTER STAFFING AGREEMENT

This Jefferson - PAWS Animal Shelter Staffing Agreement (the “**Agreement**”) is dated \_\_\_\_\_, and is between the CITY OF JEFFERSON, Iowa, of 220 N. Chestnut Street, Jefferson, IA 50129 (“**City**”), and PEOPLE FOR ANIMAL WELFARE SOCIETY, INC., D/B/A P.A.W.S., INC., an Iowa nonprofit corporation, P.O. Box 135, Jefferson, IA 50129 (“**PAWS**”).

City owns or has access to an animal shelter (the “**Animal Shelter**”) which is used to temporarily shelter and care for lost and abandoned animals, and PAWS is an organization interested in promoting the humane treatment of animals and care of lost and abandoned animals. City and PAWS have worked together in the past in providing for the care of animals that have been lost or abandoned and placed at the Animal Shelter, and the parties desire to continue and expand their relationship under this Agreement by which PAWS will agree to provide staffing services for the Animal Shelter in exchange for payment by the City.

The parties therefore agree as follows:

1. **Staffing of Animal Shelter.** City hereby retains PAWS and PAWS agrees to provide staffing and labor required to properly care for and feed animals kept at the Animal Shelter. PAWS may, in its discretion, provide such staffing either with volunteers or with paid workers.
2. **Term.** The term of this Agreement shall be from July 1, 2020, to June 30, 2021. The term of this Agreement shall automatically renew from year to year, except that either party may terminate this Agreement upon 60 days notice to the other party.
3. **Consideration.** City agrees to pay to PAWS for its services under this Agreement an annual amount of \$8,000.00, which shall be paid in four equal quarterly installments, each due by the end of the first month of each quarter.
4. **PAWS’ Duties.** PAWS shall be responsible for the following:
  - (a) Care for and provide food and water (to be paid for by City) to animals kept at the Animal Shelter at intervals and in amounts appropriate for the species involved;
  - (b) Maintain records for each animal kept at the Animal Shelter, including where the animal came from, its date of admission, and date and method of its disposition;
  - (c) Cooperate with local law enforcement personnel to coordinate investigation activities and provide assistance during emergency situations;
  - (d) Receive animals at the Animal Shelter and be available by telephone during regular business hours;
  - (e) Keep the Animal Shelter in a clean and neat condition and provide minor routine maintenance;

- (f) Observe the health and condition of animals kept at the Animal Shelter and arrange for veterinary care and treatment if required;
- (g) Assist the public in reclaiming animals from the Animal Shelter;
- (h) Collect impounding fees and other charges that may be due for animals kept at the Animal Shelter;
- (i) Arrange for the adoption of animals at the Animal Shelter that have been abandoned or given up;
- (j) Dispose of or assist with the disposal or removal of animals from the Animal Shelter;
- (k) Arrange for volunteers and/or hire (and be responsible for paying) workers necessary for the staffing of the Animal Shelter required to perform its duties under this Agreement; and
- (l) Comply with all local, state and federal ordinances, laws and regulations.

5. **City Obligations.** City agrees:

- (a) To provide major repairs and maintenance required for the operation of the Animal Shelter;
- (b) To provide electric service, gas, water, sanitary sewer, and garbage services required for the operation of the Animal Shelter; and
- (c) To pay for the cost of food required for the animals kept at the Animal Shelter and to pay for veterinary services incurred for euthanizing animals as may be required by the Jefferson Code of Ordinances or Iowa law, which amounts should be billed directly to the City.

6. **Report to City Administrator.** PAWS shall direct all reports and communications regarding its staffing of the Animal Shelter to the City Administrator of Jefferson.

7. **Indemnification.** PAWS shall protect, defend, and indemnify City from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property due directly or indirectly to the actions or negligence of PAWS or its agents, except PAWS will have no obligation to protect, defend or indemnify City to the extent any loss, cost, damage or expense is attributable to negligence or willful misconduct of City or its agents.

8. **Insurance.** During the term of this Agreement PAWS, at its sole cost and expense, shall maintain (i) commercial 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, which policy shall name the City as an additional insured. Upon the request of

City, PAWS shall provide proof of such coverage either in the form of a copy of the policy or a certificate of insurance evidencing the required coverage.

9. **Paid Worker Expenses.** PAWS will be responsible for any expenses or costs that may be payable with respect to persons it retains in carrying out its duties under this Agreement.

10. **Relationship.** It is understood and agreed that the relationship between City and PAWS is strictly that of independent contractors and that nothing contained in this Agreement shall be deemed or construed by any person as creating a relationship of an employer and employee or of partnership or of joint venture or of any other association.

11. **Default and Remedy.** If PAWS fails to perform any of the terms, covenants, or conditions of this Agreement and continues such default for a period of ten days after written notice thereof from City to PAWS, then City, at its election, may immediately terminate this Agreement.

12. **Notices.** Any notice to be given by either party to the other pursuant to the provisions of this Agreement 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 day after the date of mailing, whichever is earlier.

13. **No Assignment.** This Agreement may not be assigned by PAWS without the prior written consent of City.

14. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Easement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this Agreement. This Agreement replaces the agreement between the parties dated November 22, 2016.

The parties are signing this Agreement as of the date shown in the introductory paragraph.

PEOPLE FOR ANIMAL WELFARE  
SOCIETY, INC., D/B/A P.A.W.S., INC.

By \_\_\_\_\_

CITY OF JEFFERSON,

By: \_\_\_\_\_  
Matt Gordon, Mayor

Attest:

\_\_\_\_\_  
Roxanne Gorsuch, City Clerk

# AGENDA

## **CODE / LAW ENFORCEMENT COMMITTEE MEETING** **Tuesday September 2nd, 2020, 1000 hours** **GREENE COUNTY LEC**

1. **Call to Order**
2. **Approval of Minutes**
3. **Old Business:**

### **LAW ENFORCEMENT**

- A. UTV Ordinance
- B. Noise Ordinance Equipment
- C. PD Credit Card
- D. 28E w/ Greene County on new LEC
- E. Officer retention

### **CODE ENFORCEMENT**

- A.

4. **New Business:**

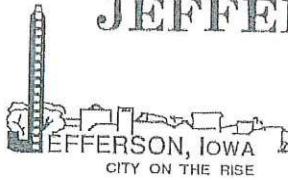
### **LAW ENFORCEMENT**

- A. Sheriff Williams requested a few minutes for coverage help conversations.
- B. Discussion of Structure Changes for PD.
- C. Discussion/Information on Reserve Program

### **CODE ENFORCEMENT**

- A.

5. **Comments, Reports, Other Business.**
6. **Adjournment.**
  - a. **Next Meeting?**



# JEFFERSON POLICE DEPARTMENT

204 South Chestnut  
Jefferson, Iowa 50129

Telephone  
515-386-2136

## Law Enforcement Committee Minutes

09.01.2020 @ 1000 hours

Greene County LEC

### Attendance:

Matt Gordon, Mayor

Mark Clouse, Chief of Police

Mike Palmer, City Administrator

Pat Zmolek, Councilman

1. Call to Order.
2. Approval of Minutes. (Motion: Gordon, Second: Zmolek)
3. Old Business.
  - a. UTV Ordinance. Continued discussion.
    - Discussion of proposed UTV Ordinance. Ordinance is still in review process with City Atty.
  - b. PD Credit Card.
    - PD Credit Card Policy for review at City Council Meeting on 09/08/2020.
  - c. New LEC 28E.
    - 28E for New LEC is in works with City and County Attorneys. Needs to be completed before March 1<sup>st</sup>, 2021.
  - d. Numbers and possibilities of new L.O.S.T. Tax.

Palmer advised he did not have the requested numbers yet.
4. New Business.
  - Sheriff Jack Williams addressed the committee with opinions and concerns on providing coverage to city, if and when the need arises. Strongly suggested we get started on 28E Agreement for the service.
  - Officer Retention was discussed.
  - Conversations on re-structure of PD Dept. Decision was made to keep current structure and numbers.
  - Discussion to include part-time Administrative Assistant cost in 28E for help in coverage of city.
  - Numbers given by Clouse to implement Reserve Officer Program. Discussion led to this being shelved until department is back to full staff and trained.
  - Zmolek requests meeting with Clouse to discuss any equipment needs.
- Comments, Announcements and other business. (None)
5. Adjournment.
  - a. Next meeting? – Committee will start meeting twice a month. Next meeting will be around 09/15/2020.

Jefferson Police Department  
204 South Chestnut Street  
Jefferson, Iowa, 50129

Mark Clouse, Chief of Police  
Office: 515.386.2136  
Fax: 515.386.3911

# AGENDA

## **FINANCE COMMITTEE TUESDAY, AUGUST 24, 2020, 10:00 AM JEFFERSON CITY HALL**

### **I. REGULAR BUSINESS:**

- Present: Harry Ahrenholtz, Pam Zmolek, Mike Palmer, and Melody Larsen
  - Harry Ahrenholtz agreed to be Committee Chair. Melody Larsen agreed to take the minutes.
- A. Monthly Revenue/Expenses and Treasurers report.
- Reviewed Monthly Revenues/Expenses and Treasurer's Report. Discussed how the LOST funds should be tracked. During the next audit, Auditor will be consulted.
- B. Fund balances
- Discussed a brief history of several City funds. It was specifically noted the TIFF fund balance will be used to pay off a bond due June 2021. Sanitation, Water, and Recycling fund balances will improve once new rates are approved.
- C. Debt capacity and property tax rate
- Reviewed the City's debt limit. 2020 Estimated Valuation 254,941,555, Debt Limit 12,747,078, Remaining Debt Limit 6,102,078.
- D. Budget Schedule
- Priority Surveys are being returned to Mike. In September, the Personnel Committee will likely meet to discuss max salary increases. Budget worksheets will be distributed soon. Water, Sewer, and Recycling rate evaluations will be added to the schedule.

### **II. NEW BUSINESS:**

- A. Review of Credit Card Policy
- The Finance Committee recommends a credit limit of \$5,000.00 per credit card. The policy was discussed. Melody will work on the application for obtaining the cards.
- B. Review of Engagement letter with Piper Sandler Company for underwriter services.
- The engagement letter with Piper Sandler explains the terms for Piper Sandler providing the service of issuing bonds for the City. The letter will be presented to City council for approval.

# Jefferson Public Library

Meeting of the Board of Trustees  
**Tuesday, September 10, 2020 10:00 AM**  
**Children's Department**

**NOTE: Date & time change due to Labor Day holiday.**

## AGENDA

- I. Call to Order
- II. Open Forum: this is a time for any concerned citizen to speak to the trustees about an item that is not on the agenda.
- III. Approval of Minutes of Previous Meeting
- IV. Approval of Expenditures
- V. Director's Report
  - A. Monthly Circulation & Usage Report
  - B. Year-to-Date Monthly Financial Reports
- VI. Old Business
  - A. Limited services during pandemic
- VII. New Business
  - A. Programming updates
  - B. Friends of the Library activities
  - C. ARSL Virtual Conference
  - D. Personnel
  - E. FY21 Budget considerations
- VIII. Next Meeting – October 12 at 6:30 p.m. or Tuesday Oct 13 at 10:00 am due to Columbus Day holiday
- IX. Adjournment