

AGENDA

COUNCIL MEETING

Tuesday, July 25, 2023

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. Limit of 3-5 minutes per speaker.

III. CONSENT ITEMS:

- A. 7/11/23 regular Council minutes
- B. Approve Class C Retail Alcohol License for Casa De Oro
- C. Approve Class C Retail Alcohol License for Spare Time Lane & Lounge
- D. Pay Estimate #8 for \$3,132 of CDBG funds for 123 N. Chestnut Street
- E. Street closures for "Cruisin' to the Square" August 10th

IV. NEW BUSINESS:

- A. RESOLUTION: "Proposing Grant of Easement Hardin Hilltop Wind, LLC and Setting Public Hearing"
- B. ORDINANCE: "An Ordinance Changing Zoning Classification for Property in Water Tower Subdivision for a Planned Unit Development by Rowland Real Estate, LLC."
- C. RESOLUTION Approving Plat of Survey
- D. ORDINANCE: "An Ordinance Amending Code of Ordinances of the City of Jefferson, Iowa, 2017, By Amending Provisions Pertaining to Collection Fees for Solid Waste and Recycling."
- E. Resolution: Setting Fees for City of Jefferson Animal Shelter.
- F. Accept Sculpture for Animal Shelter
- G. Consider Participation in Trees Forever Carbon Credit Program
- H. RESOLUTION "Approving Certificate Completion and Final Acceptance and Release of Retainage for the Russell Street Watermain Improvement Project."
- I. Approving Final Acceptance for the Russell Street Watermain Improvement – 2022
- J. Consider approval of Pay Estimate No. 7 & Final in the amount of \$20,942.65 for the Russell Street Watermain Improvement – 2022 project.
- K. Consider Proposal for Engineering Services from Bolten & Menk for the E. Lincoln Way Street project.
- L. RESOLUTION "Transferring Funds and Closing Fund Accounts."
- M. Consider Proposals for Strategic Planning / Goal Setting
- N. Kading / GCDC Housing Project

V. REPORTS:

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

VI. ADJOURN.

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TO: Mayor and City Council Members
FROM: Scott Peterson, City Administrator
SUBJECT: General Information Memo
Regular City Council Session
Tuesday, July 25, 2023 5:30 p.m.

Hardin Hilltop Easement: To change the voltage of their sub-station to be consistent with ITC, Hardin Hilltop needs to construct a new sub-station. This is located on City property on Highway 30 east of town – across from the redi-mix plant. Hardin Hilltop currently has an easement with the City for a 70' X 120' parcel of land. They need to expand this to be 100' X 120'. The Water, Sewer, Streets Committee approves of providing access to the additional land as requested. Documents explaining the requested easement begin on page 14.

Since this is a perpetual easement, the City must hold a public hearing prior to considering the easement. The Council is asked to set August 8th as the date for the public hearing.

PUD: On page 26 is an ordinance implementing a PUD for Rowland Real Estate for the Water Tower Subdivision. This will be the second reading of this ordinance.

Plat of Survey: Scott Weber is dividing a parcel at the corner of Stanford and N. Walnut. The Council will need to approve this plat of survey.

Yard Waste Fees: Since at least 2017, the City has assessed a \$1.00 per month fee to each utility account for a “Yard Waste Site Fee.” Historically, this has paid for the costs to operate the site, including grinding the trees. With the greatly increased number of trees being taken down (largely due to the Emerald Ash Borer) this fee no longer covers the costs. The Revenues vs. Expenses for the brush pile site since 2017 are on page 32.

The Water & Sewer Committee recommends an increase in the yard waste fees. The “Yard Waste Site Fee” fee billed monthly to utility customers is proposed to increase from \$1.00 to \$3.00 and the cost of yard waste stickers is proposed to increase from \$1.00 to \$2.00.

Animal Shelter Fees: The Animal Shelter Board recommends setting impound and daily boarding rates at \$20.00 per day. They also propose setting the fee for other communities in Greene County to use the animal shelter at \$200 annually. The Board is still discussing what the fees for use of the dog park should be and how to assure that animals are vaccinated.

Sculpture for Animal Shelter: Beth VanderWilt purchased a dog sculpture which had been displayed during Bell Tower Festival. She wants to donate it to the animal shelter. The Rotary Club has offered to pour the concrete base. The Council is asked to accept this gift.

Trees Forever Carbon Credits: Trees Forever is enrolling communities in a program whereby each community will receive some payment for carbon credits. Information about this program begins on page 37. The Finance Committee recommends enrolling in this program.

Russell Street Water Main: This project is complete. The Council is asked to accept the project and authorize final payment of \$20,942.65.

E. Lincoln Way Street Project: A proposal from Bolton & Menk for engineering services on the proposed E. Lincoln Way project begins on page 50. The Water, Sewer, Streets Committee recommends entering into this engineering agreement.

This project would likely be paid with G.O. debt. On page 58 is a recap of Jefferson's current G.O. debt and the associated tax levy rate. We will discuss this at the meeting.

Strategic Planning / Goal Setting: The City has received four proposal from consultants to facilitate a Strategic Planning / Goal Setting session. These proposals were e-mailed to the Council earlier. The Council is asked to select the consultant with whom to work.

Kading Housing Development: GCDC has agreed to sell 24 acres of property (part of the east Business Park) to Kading Development. Kading would install 100 – 140 rental housing units. An aerial photo of the area is on page 62.

As part of the proposed development the City would: provide an access road to the south from the frontage road by Highway 30; and the City will provide "accessibility" to water & sewer lines. Kading will install the remainder of the infrastructure on the site. The City would also agree to provide 10 year 100% tax abatement.

GCDC had some preliminary engineering done on the site many years ago. Jim Leiding prepared cost estimates on pages 63 and 64 based on these existing plans. Cost for street & utilities = \$1,291,000. Cost for work associated with a retention pond is \$380,750. It is unsure now whether the pond would be a city or developer responsibility.

The Council is asked to consider authorizing a Letter of Intent stating it is the City's intent to: 1. generally support the project; and 2. continue investigation into the costs / benefits. A suggested Letter of Intent is on page 65.

Other Issues...

Updated Fee Schedule: City staff has been working to update the schedule of fees for City services, including equipment & labor costs, building permit fees, and other administrative fees. The Streets, Water & Sewer Committee has reviewed this schedule and asked that it be presented to the Council for review prior to formal action. This new schedule begins on page 66.

Sidewalk project: Chad has developed a sidewalk project to install many handicap ramps and address some problem sidewalks. The Streets, Water, Sewer Committee has agreed to proceed with this project except what is the homeowner's responsibility. The statement of proposed work begins on page 70.

COUNCIL MEETING

JULY 11, 2023

5:30 P.M.

PRESENT: Ahrenholtz, Sloan, Wetrich, Zmolek

ABSENT: Jackson

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Zmolek, second by Sloan, the Council approved the following consent items: June 27, 2023 council minutes, payment of monthly bills from City funds, pay estimate #16 of \$10,271 of CDBG funds for 200 ½ E State Street, pay estimate #3 of \$2,487.10 to Tallgrass Land Stewardship Co. for the City Hall Entrance Improvement Project, and approval of Class C Retail Alcohol License for Jefferson Matters: Main Street for RAGBRAI.

AYE: Ahrenholtz, Sloan, Wetrich, Zmolek

NAY: None

This was the time and place for Public Hearing on a proposed Zoning Change from RS-6 Single to LI Light industrial at Maplewood addition Outlot 2, Blair's addition block 2 lot 6, Gray's addition Block 10, East ½ Block 14 all North of the railroad right of way, East 80' of the west ½ all North of the railroad right of way in Block 14. Mayor Gordon asked for oral or written comments and there were none. On motion by Sloan, second by Wetrich the Council closed the Public Hearing.

AYE: Zmolek, Wetrich, Sloan, Ahrenholtz

NAY: None

On motion by Sloan, second by Zmolek, the Council approved the first reading of an ordinance implementing zoning change for Maplewood addition Outlot 2, Blair's addition block 2 lot 6, Gray's addition Block 10, East ½ Block 14 all North of the railroad right of way, East 80' of the West ½ all North of the railroad right of way in Block 14.

AYE: Ahrenholtz, Sloan, Wetrich, Zmolek

NAY: None

ORDINANCE NO. 620

On motion by Sloan, second by Wetrich, the Council approved the second and third reading and final adoption of an ordinance changing zoning classification for property at 203, 205, 207, 300, & 306 East Perry Street; 703 North Wilson Avenue; and Outlot 2 of Maplewood Addition.

AYE: Sloan, Wetrich, Zmolek, Ahrenholtz

NAY: None

This was the time and place for Public Hearing on proposed land sale of E½ of Block 14, Gray's Addition to Jefferson, Greene, County, Iowa, which lies North of the Right-of-Way of the Railroad, AND the W½ of that part of the vacated Locust Street between Blocks 14 and 15 in Gray's Addition to Jefferson, Greene County, Iowa, located South of Perry Street and North of the Railroad Right-of-Way. Mayor Gordon asked for oral or written comments and there were none. On motion by Sloan, and second by Zmolek the Council closed the Public Hearing.

AYE: Ahrenholtz, Sloan, Wetrich, Zmolek

NAY: None

RESOLUTION NO. 35-23

On motion by Wetrich, second by Sloan, the Council approved Resolution No. 35-23, a resolution approving agreement for sale of property located at 205 and 207 E. Perry St.

AYE: Zmolek, Ahrenholtz, Wetrich, Sloan

NAY: None

This was the time and place for Public Hearing on a proposed Planned Unit Development for Rowland Real Estate at Jefferson Water Tower Replat. Mayor Gordon asked for oral or written comments. Andy Rowland was there to answer questions about the project. Tim Williams asked what quality of housing would be going up in the area and Chad Olson voiced his concern of too many houses built in one block stretch. On motion by Sloan, second by Wetrich the Council closed the Public Hearing.

AYE: Wetrich, Zmolek, Ahrenholtz, Sloan

NAY: None

On motion by Wetrich, second by Sloan, the Council gave approval to rescind JCORP PUD at Jefferson Water Tower Replat.

AYE: Ahrenholtz, Sloan, Wetrich, Zmolek

NAY: None

On motion by Ahrenholtz, second by Zmolek, the Council approved the first reading of an ordinance approving Planned Unit Development (PUD) for Rowland Real Estate at Jefferson Water Tower Plat.

AYE: Zmolek, Ahrenholtz, Wetrich, Sloan

NAY: None

RESOLUTION NO. 36-23

On motion by Wetrich, second by Ahrenholtz, the Council approved Resolution No. 36-23, a resolution approving purchase agreement for property at 600 W. Lincoln Way.

AYE: Zmolek, Ahrenholtz, Wetrich

NAY: Sloan

On motion by Ahrenholtz, second by Wetrich, the Council approved of a Subordination Agreement with Home State Bank regarding the upper story apartment project at the Centennial.

AYE: Zmolek, Wetrich, Sloan, Ahrenholtz

NAY: None

On motion by Zmolek, second by Wetrich, the Council approved Pay estimate #5 to Shank Constructors, Inc., of \$475,578.44 for Wastewater Treatment Plant Project.

AYE: Ahrenholtz, Sloan, Wetrich, Zmolek

NAY: None

RESOLUTION NO. 37-23

On motion by Wetrich, second by Sloan, the Council approved Resolution No. 37-23, a resolution awarding Contract and approving Contract and Bond for the Jefferson Municipal Airport Box Hangar Construction Project to Jensen Builders Ltd. Fort Dodge, IA in the amount of a base bid of \$1,190,028.

AYE: Zmolek, Wetrich, Sloan, Ahrenholtz

NAY: None

On motion by Zmolek, second by Sloan, the Council approved change order #1 of \$2,618 for the City Hall Entrance Improvement Project.

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

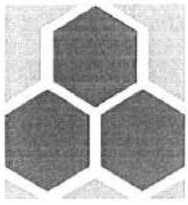
On motion by Ahrenholtz, second by Wetrich, the Council approved to purchase a security camera for the impound lot for \$2,008 with three-year license and with installation by Tech Zone for \$1,675.33.

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

The following bills were approved for payment from City funds:

ABC PEST CONTROL	RN PEST CONTR	325.31
ACCESS SYSTEMS LEASING	CPIER LSE	1,253.11
ACCO UNLIMITED CORP	WA CHEM	6,528.19
ACUSHNET CO.	GCRSE MERCH	962.71
AFLAC	AFLAC INS W/H	17.68
AG SOURCE COOP SERV	SW/WA TSTG	1,885.45
ALLIANT ENERGY	UTILITIES	25,271.35
ALYSSA RHOADES	WA REF	96.43
AMAZON CAPITAL SERVICES	SUPP	426.11
ASSOCIATION FOR RURAL & SM	LB CONFERENCE	1,275.00
ATCO INTERNATIONAL	PK CHERRY-T	120.95
BAKER & TAYLOR INC.	LB MOVIES;BOOKS	1,261.17
BLACKTOP SERVICE CO.	RUT SEAL COAT	44,191.50
BOLTON & MENK INC	ENG	35,905.00
BOMGAARS	SUPP	1,774.52
BOONE GLASS CO	RN GLASS	2,184.46
BRICK GENTRY P.C.	LEGAL FEES	75.00
CARD SERVICE CENTER	CREDIT CARD	3,491.85
CARROLL COUNTY SOLID WASTE	RC MRKTG FEES	269.00
CENTRAL IOWA READY MIX	RUT CONCRETE	3,671.00
CENTRAL IOWA SYSTEMS	PL MONTOR SERV	263.98
CINDY HERMAN	WA DEP REF	100.20
CINTAS CORP	FIRST AID	455.59
CITY OF JEFFERSON	PD PETTY CASH	80.00
CLARK EQUIPMENT CO.	AP SNOWBLOWER	6,771.76
CLEANING SOLUTIONS INC.	RN CLEAN	2,376.00
COMMUNICATIONS ENGINEERING	GROW GR STSCAPE AUDIO	8,984.34
COMMUNITY INS AGENCY	RUT INS	51.00
COMMUNITY OIL CO., INC	AP FUEL	14,561.55
COMPASS MINERALS	WA SALT	7,990.18
COMPUTYPE, INC - 139154	LB ITEM BAR CODES	463.06
CUNNINGHAM LAWN PATROL, LLC	PD MOWING	770.00
DAKTRONICS, INC	RN MODULE REPR	375.00
DANIELSON AUTO SERV	PD OIL CNG/TIRES	1,982.95
DENISE GEISLER	WA DEP REF	60.20
DENCO HIGHWAY CONSTRUCTION	JOINT & CRACK REPR	73,345.00
DOLL DISTRIBUTING	GCRSE BEER	1,195.79
DPC INDUSTRIES, INC.	WA CHEM	691.12
EBSCO INFORMATION SERVICES	LB RENEWAL	611.30
EFTPS	FEDERAL W/H	20,217.69
ELLIOTT EQUIPMENT CO.	SN LATCH WELDMENT	7,257.91
EMC NATIONAL LIFE COMPANY	LIFE INS	184.13

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REGION XII

COUNCIL OF GOVERNMENTS

May 1, 2023

Mike Palmer, City Administrator
City of Jefferson
220 N Chestnut
Jefferson IA 50129

**RE: CDBG Admin. Billing #4
Second Story Housing – 123 N Chestnut (IEDA Contract 20-CVN-008)
COG Contract #BG2202**

Dear Mike,

Please consider this your current invoice for administrative services provided by Region XII COG for your CDBG award for the 2nd Story project at 123 N Chestnut.

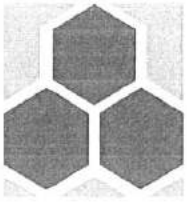
Contract Amount	\$25,000.00
Expended to Date	\$7,335.00
Previously Billed	\$5,952.00
TOTAL DUE:	\$1,383.00

We will include the CDBG share of this amount on the next Form 1 drawdown that we prepare for you. You need not pay this bill until the check arrives from the State. If you have any questions, please contact **Karla Janning** or myself at the above phone number.

Sincerely,

Richard T. Hunsaker
Executive Director

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REGION XII

COUNCIL OF GOVERNMENTS

May 17, 2023

Mike Palmer, City Administrator
City of Jefferson
220 N Chestnut
Jefferson IA 50129

RE: CDBG Admin. Billing #5
Second Story Housing – 123 N Chestnut (IEDA Contract 20-CVN-008)
COG Contract #BG2202

Dear Mike,

Please consider this your current invoice for administrative services provided by Region XII COG for your CDBG award for the 2nd Story project at 123 N Chestnut.

Contract Amount	\$25,000.00
Expended to Date	\$9,084.00
Previously Billed	\$7,335.00
TOTAL DUE:	\$1,749.00

We will include the CDBG share of this amount on the next Form 1 drawdown that we prepare for you. You need not pay this bill until the check arrives from the State. If you have any questions, please contact **Karla Janning** or myself at the above phone number.

Sincerely,

Richard T. Hunsaker
Executive Director

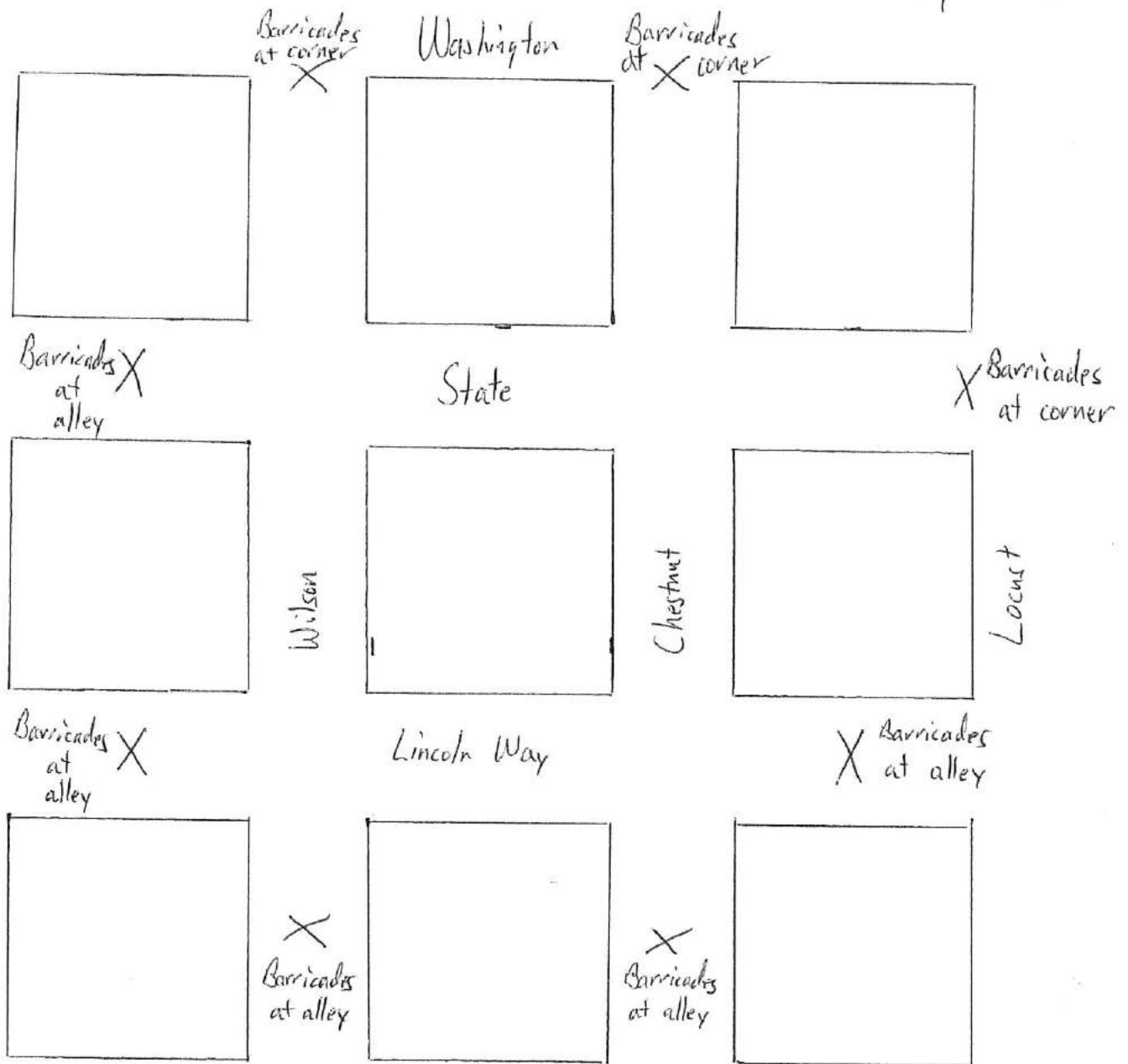
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REGION XII COUNCIL OF GOVERNMENTS INC
Statement of Revenues and Expenditures - GREEN BAR BG 2
100 - LOCAL
BG02 - CITY OF JEFFERSON
From 4/1/2023 Through 4/30/2023

		Current Period Actual	Current Year Actual
REVENUES			
LOCAL	4150	0.00	5,952.00
Total REVENUES		0.00	5,952.00
EXPENSES			
ADMINISTRATIVE/TRAINING			
AUDIT-DIRECT	5051	0.00	2.54
ADVERTISING/MARKETING	5100	0.00	0.08
ADVERTISING-DIRECT	5101	0.00	1.04
BOARD/MEETING EXP	5150	5.42	16.56
TELEPHONE/POSTAGE/COMMUNICAT	5170	9.28	41.35
TELEPHONE/POSTAGE/COMM-DIRECT	5171	9.73	26.72
EMPLOYEE BENEFITS	5200	10.06	47.11
EMPLOYEE BENEFITS-DIRECT	5201	439.41	2,304.20
EMPLOYEE SALARIES	5300	36.37	167.04
EMPLOYEE SALARIES-DIRECT	5301	1,071.43	5,443.65
FACILITY EXPENSES	5470	49.05	229.19
INSURANCE	5500	0.00	43.40
MEMBERSHIP FEES	5650	0.00	14.93
OFFICE SUPPLIES	5800	40.61	315.90
OFFICE SUPPLIES-DIRECT	5801	32.63	109.11
TRAVEL-NON TAXABLE	6150	10.82	24.40
TRAVEL NONTAXABLE-DIRECT	6151	34.65	278.75
PROFESSIONAL SERVICES-ADMIN	6400	0.00	3.02
PROFESSIONAL SERVICES-DIRECT	6401	0.00	16.00
Total ADMINISTRATIVE/TRAINING		1,749.46	9,084.99
Total EXPENSES		1,749.46	9,084.99
EXCESS OF REVENUES OVER EXPENDITURES		(1,749.46)	(3,132.99)

Cruisin' to the Square

Thursday
August 10, 2023



Roads closed at 1pm

★ 12 rolling trash cans ★

★ 1 dumpster east side of courthouse ★

RESOLUTION NO. _____

A RESOLUTION PROPOSING GRANT OF EASEMENT TO
HARDIN HILLTOP WIND, LLC, AND SETTING PUBLIC HEARING

WHEREAS, the City of Jefferson owns real property located on Highway 4 east of Jefferson described as follows:

Lot 1 of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4, Township 83 North, Range 30 West of the 5th P.M., Greene County, Iowa (the "Property"); and

WHEREAS, the City has received from Hardin Hilltop Wind, LLC, a proposal to expand its current easement at the Property pursuant to the terms and provisions of an Amended and Restated Wind Farm Interconnection Easement Agreement (the "**Easement Agreement**") that is now before this Council, such that the easement would be granted over the following described real property

Commencing at the North Quarter Corner of Section Four (4), Township Eighty three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa; thence South 00°14'07" West 94.20 feet; thence South 89°06'24" East 45.00 feet; thence South 00°14'07" West 40.00 feet to the point of beginning; thence continuing South 00°14'07" West 120.00 feet; thence South 89°06'24" East 100.00 feet; thence North 00°14'07" East 120.00 feet; thence North 89°06'24" West 100.00 feet to the point of beginning, containing 0.28 acres, more or less (the "**Easement Area**"); and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that such grant and conveyance be made; and

WHEREAS, before the city may proceed with such proposal it is necessary that notice of this proposal be published and that public hearing be held in accordance with the Iowa Code.

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

Section 1. The City of Jefferson proposes to grant the easement to Hardin Hilltop Wind, LLC, by virtue of entering into the Easement Agreement, for the sum of \$ _____ in accordance with the terms and provisions of the Easement Agreement now before the Council.

Section 2. The City Council shall meet at the Municipal Center in Jefferson, Iowa, on August 8, 2023, at 5:30 p.m., at which time and place a public hearing shall be held on the proposal, at which hearing all local residents who appear shall be given an opportunity to express their views for or against the proposal.

Section 3. The City Clerk of the City of Jefferson is hereby directed to publish notice of this proposal and of the public hearing and the proposal one time, not less than four days nor more than twenty days before the date of the meeting, in the Jefferson Herald, a legal newspaper published and having a general circulation within the City of Jefferson.

Section 4. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 5. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Adopted and approved on August 8, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

July 5, 2023

Mr. Chad Stevens
City of Jefferson Planning and Zoning
220 N. Chestnut Street
Jefferson, Ia. 50129

Subject: Easement Request
Supplemental Information for the Hardin Hilltop Wind Farm Substation

Dear Mr. Stevens:

The Hardin Hilltop Wind farm consists of seven 2.1 MW Suzlon S88 wind turbines located 3.5 miles north of Jefferson, Iowa. Each of the seven wind turbines is owned by a separate independent LLC. Although Clearway Energy, a large corporate co-owner, initially owned a majority of each turbine, the turbines are now entirely owned by the original local landowners or residents of Greene County. The project cost about \$20 million when it was completed in 2007 and the project generates an average of 40 million kWh per year.

With the announcement from International Transmission Co (ITC) of a high voltage upgrade from 34.5 kV to 69 kV transmission lines, all utility off takers and electric generators were required to upgrade their facilities from 34.5 kV to 69 kV. For Hardin Hilltop Wind (HHW), the installation of a substation transformer and 69 kV circuit breakers will also require that we expand the footprint of the substation. Our current substation occupies an area of 40' x 100'. In 2006, when an easement was granted to HHW by the City of Jefferson, it allowed us an area of 70' x 120'. To accommodate the additional equipment we will need, the minimum footprint needed is 100' x 120', which is slightly larger than our original easement with the city. This provides just enough room to operate the existing substation while we construct the new substation. The switch from 34.5 kV to 69 kV is scheduled for May 1, 2024.

The new substation design will meet current design and safety standards. For example, it will include a clay berm around the transformer in the unlikely event of an oil leak, along with safety setback distances to other equipment. It should also be noted that our operation and maintenance provider, Renew Energy Maintenance, has staff trained in the proper operation of high voltage equipment. They can remotely shutdown turbines in the event of an emergency and operate the equipment in the substation to shut off the power.

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Mr. Chad Stevens
Page Two
July 3, 2023

We are in the process of reinvesting into the wind farm to extend the life of the turbines. Because of this reinvestment, we don't anticipate retiring the turbines for at least another 10 years. At that time, our land easements and decommissioning plan will make sure the turbines are properly removed and the land is restored to its original condition.

Sincerely yours,



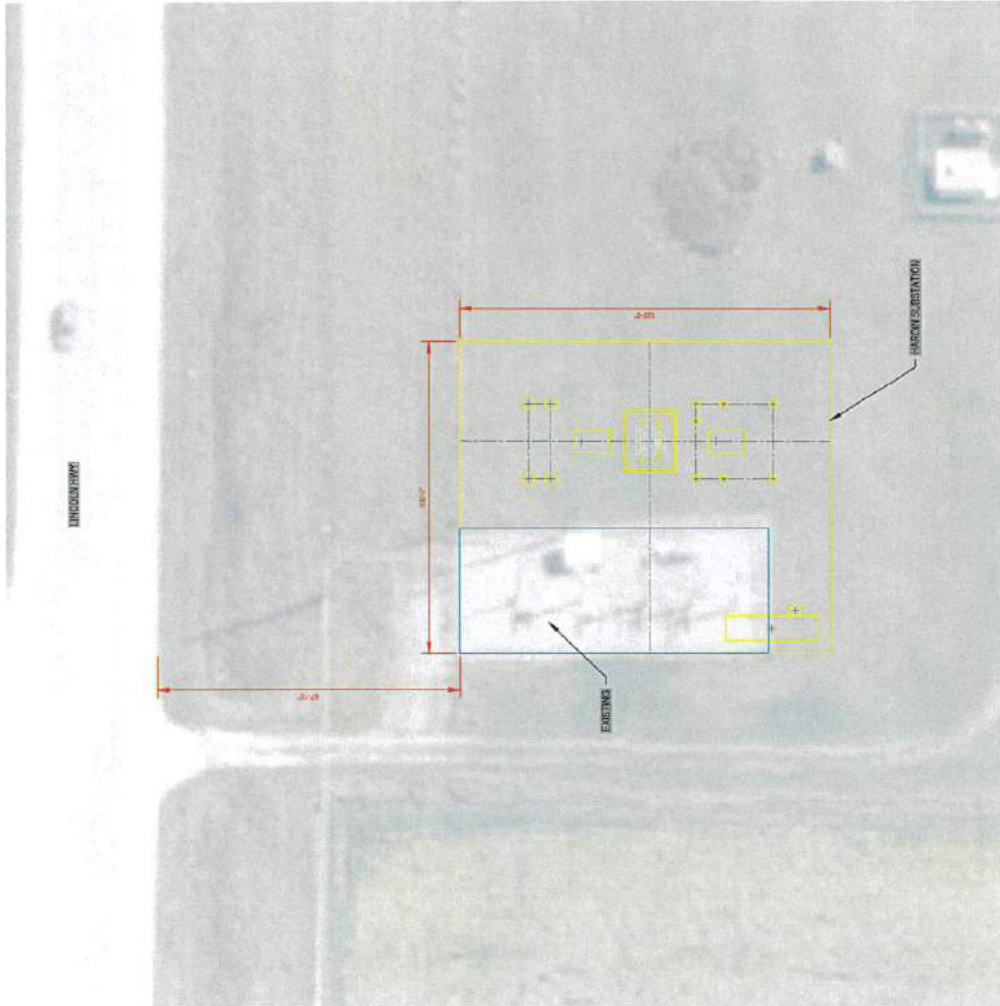
William K. Sutton
Thomas A. Wind
Hardin Hilltop Wind

Attachments: Original Easement with the City of Jefferson
Proposed Easement with the City of Jefferson
Map of Original Easement
Aerial view of existing substation
Aerial view of proposed substation
One line drawing of proposed facility with dimensions





SITE VIEW
SCALE 1" = 20'



PROJECT VIEW
SCALE 1" = 20'

FENCE CORNER	X=	Y=	LATITUDE	LONGITUDE
NORTHWEST	149960.506653'	742316.758307	N612D34272"	W084.548548"
NORTHEAST	149960.506653'	742316.758307	N642.034735"	W084.548177"
SOUTHWEST	149960.506653'	742186.758307	N647.070163"	W084.548541"
SOUTHEAST	149960.506653'	742186.758307	N612.039466"	W084.548173"

COORDINATE SYSTEM: HARNNA IOWA STATE PLANES, SOUTH ZONE, US FOOT

CONSULTING ENGINEERS GROUP
LANSVILLE, MINNESOTA

HARDIN HILL TOP WIND, LLC
69KV/34.5KV SUBSTATION
PLOT PLAN



THIS FILE IS ONE INCH IN SIZE
DRAWING IS FULL SIZE. IF NOT
ONE INCH, SCALE ACCORDINGLY.

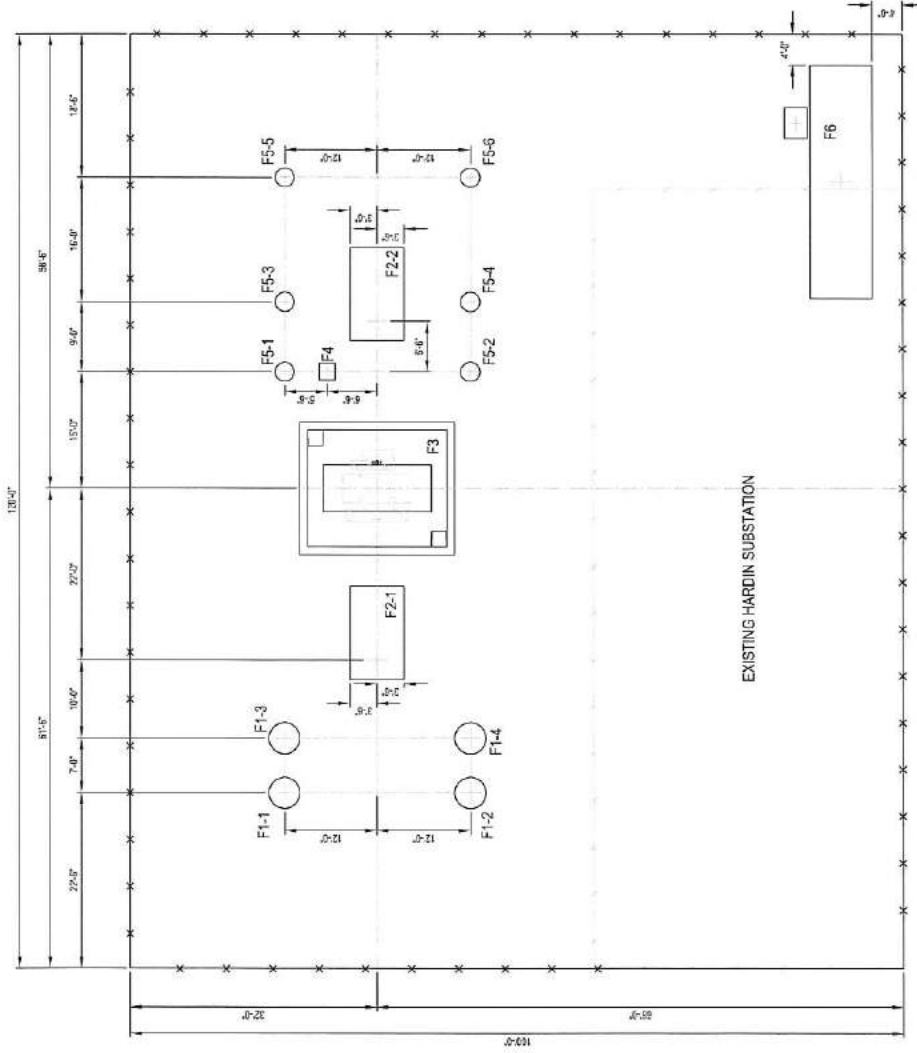
SCALE: 1"=20'
DRAWN: SRK
DATE: 08/13/23

PROJECT: DECAH001
DWG NO.
HAR-PP-01RB



FENCE CORNER	X=	Y=	LATITUDE	LONGITUDE
NORTHWEST	140980.56653	742316.75300*	N492.03422°	W94.31864°
NORTHEAST	140990.56653	742316.75300*	N492.03425°	W94.31877°
SOUTHWEST	140980.56653	742196.75300*	N492.03343°	W94.31854°
SOUTHEAST	140990.56653	742196.75300*	N492.03346°	W94.31873°

COORDINATE SYSTEM: NAD83/ IOWA STATE PLANES, SOUTH ZONE, US FOOT



NOTES:

1. SEE GENERAL NOTES ON DMS. FINAL GRADE INCLUDES 6" OF CRUSHED ROCK ABOVE ROUGH GRADE.
2. ADD COLLARS FOR PHYSICAL PROTECTION OF # 50M #1 PVC.
3. SEE GRADING DRAWING FOR ADDITIONAL INFORMATION REGARDING SITE PLAN.

FOUNDATION ELEVATION NOTES:

1. F1-1, 2, 3 & 4 - TOP OF BOTH DRILLED PILES TO BE @ TBD
2. F2-1 & F2-2 - TOP OF SLAB TO BE @ TBD
3. F3 - TOP OF SLAB TO BE @ CL. MOUNT @ TBD
4. F4 - TOP OF SLAB TO BE @ TBD
5. F5-1, 2, 3, 4, & 5 - TOP OF PILES @ TBD
6. F6 - TOP OF SLAB TO BE @ TBD

SCALE: 1/8"=1'-0"
0 2 4 6 8 10

THIS DRAWING IS ONE INCH WHEN PRINTED AT THE SCALE INDICATED. ALL DIMENSIONS ARE TO BE TAKEN FROM THIS DRAWING. SCALE ACCORDINGLY.

NO.	REVISED	DATE	BY	REASON
1				

CEIG CONSULTING ENGINEERS GROUP
LUXEMBOURG, MINNESOTA

HARDIN HILL TOP WIND, LLC
69KV/34.5KV SUBSTATION
FOUNDATION LAYOUT
PLAN VIEW

SCALE: 1/8" = 1'-0"	PROJECT: CEMHARHT
DRAWN: MAK	DWG NO:
DATE: 06/1/2023	HAR-FD-01RB

81

Prepared by and return to:

**AMENDED AND RESTATED WIND FARM INTERCONNECTION EASEMENT
AGREEMENT**

This Amended and Restated Wind Farm Interconnection Easement Agreement (the “Agreement”) is made as of July __, 2023, among the City of Jefferson, Iowa, a municipal corporation, of 220 North Chestnut Street, Jefferson, IA 50129 (“City”), and Hardin Hilltop Wind, LLC, an Iowa limited liability company, of 1639 320th Street, Jamaica, IA 50128 (“Hardin Hilltop”).

RECITALS

1. Hardin Hilltop owns and operates an electrical switching station and related interconnection facilities which serve seven commercial wind turbines in Greene County (“Hardin Substation”). City and Hardin Hilltop entered into a Wind Farm Interconnection Easement Agreement dated October 12, 2006 pursuant to which City granted Hardin Hilltop an easement to use certain real property owned by City on which to install and operate the Hardin Substation (“Original Easement”). The Original Easement was filed for recording with the Office of the Recorder for Greene County, Iowa on October 17, 2006 in Book 26 at Page 391 as Document No. 2006-2010.
2. ITC Midwest, LLC (“ITC”) owns the high voltage electric transmission lines into which the Hardin Substation connects. In accordance with its long-term plans to improve the transmission system in Iowa, ITC is upgrading the lines near Jefferson to a higher voltage. As a result, Hardin Hilltop is required to modify the Hardin Substation by adding a new transformer and related equipment that can operate and connect at the higher voltage levels.
3. To accommodate the additional equipment to be installed by Hardin Hilltop, Hardin Hilltop requested that the City amend the Original Easement to apply to additional real property owned by the City. City is willing to amend the Original Easement to provide an easement over the additional property.

NOW, THEREFORE, in consideration of the amounts paid and mutual promises in the Original Easement and as set forth below, the adequacy and receipt of which are acknowledged, City and Hardin Hilltop agree as follows.

AGREEMENT

1. Grant of Easements. In consideration of the sum of One Thousand Five Hundred Dollars (\$1,500.00) paid by Hardin Hilltop pursuant to the Original Easement and other good and valuable consideration, receipt of which is acknowledged, City hereby grants and conveys to Hardin Hilltop the following described three easements:

- (i) An exclusive easement on, over and across the following described property ("Substation Property"):

Commencing at the North Quarter Corner of Section Four (4), Township Eighty- three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa; thence South 00°14'07" West 94.20 feet; thence South 89°06'24" East 45.00 feet; thence South 00°14'07" West 40.00 feet to the point of beginning; thence continuing South 00°14'07" West 120.00 feet; thence South 89°06'24" East 100.00 feet; thence North 00°14'07" East 120.00 feet; thence North 89°06'24" West 100.00 feet to the point of beginning, containing 0.28 acres, more or less,

for the purpose of constructing, operating, maintaining and replacing wind farm interconnection facilities to serve seven wind energy conversion facilities located in Sections 15, 16 and 17 of Hardin Township, Greene County, Iowa, including foundations and steel structures, underground and overhead electric lines, power poles, grounding pads, a control building, transformers, circuit breakers, switches, meters and other related equipment necessary for the operation of such interconnection facilities (the "Substation Easement");

- (ii) A non-exclusive easement on, over, under and across the following described property ("Transmission Property"):

Commencing at the North Quarter Corner of Section Four (4), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa; thence South 00°14'07" West 94.20 feet; thence South 89°06'24" East 45.00 feet to the point of beginning; thence South 00°14'07" West 40.00 feet; thence South 89°06'24" East 70.00 feet; thence North 00°14'07" East 40.00 feet to the south right of way line of U.S. Highway 30; thence North 89°06'24" West along the south right of way line of U.S. Highway 30 70.00 feet to the point of beginning,

for installation, construction, operation and maintenance of an underground electric transmission line to convey electricity from the above-described wind facilities to the interconnection facilities described above and for an overhead transmission line to convey electricity from said interconnection facilities to an overhead transmission line owned by ITC located in the right of way of U.S. Highway 30 (the "Transmission Easement"); and

- (iii) A non-exclusive easement on, over and across the following described property ("Access Property"):

Commencing at the North Quarter Corner of Section Four (4), Township Eighty- three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa; thence South 00°14'07" West 94.20 feet to the point of beginning; thence continuing South 00°14'07" West 40.00 feet; thence South 89°06'24" East 115.00 feet; thence North 00°14'07" East 40.00 feet to the south right of way line of U.S. Highway 30; thence North 89°06'24" West along the south right of way line of U.S. Highway 30 115.00 feet to the point of beginning,

for purposes of ingress and egress to and from the Transmission Property and the Substation Property described above (the "Access Easement"). The above described three easements are sometimes referred to herein collectively as the "Easements," and the real estate parcels consisting of the Substation Property and Access Property are sometimes collectively referred to as the "Property." Attached hereto as Exhibit A is a copy of a portion of a topographic site plan showing the property covered by the above-described Easements (the "Substation Location Drawing"). The duration of the Easements shall be perpetual unless terminated in accordance with Section 9(a) or (b).

2. Subject to Existing Easements. The Easements granted pursuant to this Agreement are and shall continue to be subject to all existing easements and existing uses of the Property described above, whether or not recorded, including without limitation (i) an easement for ingress and egress over the North 40.00 feet of Lot 1 of the NW fr ¼ NE ¼ of Section 4, Township 83 North, Range 30 West of the 5th P.M., in Greene County, Iowa, which was reserved in a warranty deed recorded May 13, 1982, in Book 104 at Page 797, by Winnifred O. Williams and Frances M. Williams for access to their property adjoining said Lot 1, which is shown on the plat of survey for Lot 1 ("Williams Easement"), a copy of which is attached hereto as Exhibit B; (ii) an underground telephone line used by City which passes in a northwesterly to southeasterly direction under and across the Substation property, which is shown on the attached Substation Location Drawing; and (iii) an overhead electric transmission line which passes in a northwesterly to southeasterly direction over the Transmission Property and the Access Property, which also is shown on the attached Substation Location Drawing. Hardin Hilltop covenants and agrees that it will not conduct any activities or allow other persons subject to its direction or control to take any action which in any manner would prevent, impede, impair or in any way interfere with the continued use of said Williams Easement, underground telephone line and overhead electric line.

3. Hardin Hilltop Covenants. Hardin Hilltop covenants, represents and warrants to City as follows:

a. Compliance with Law. Hardin Hilltop shall at all times comply in all material respects with all valid laws, ordinances, rules, regulations and statutes of any governmental agency applicable to Hardin Hilltop's operations on and use of the Property covered by the Easements.

b. Payment of Taxes and Other Charges. Hardin Hilltop shall be responsible for any increase in real and personal property taxes levied against the Property attributable to Hardin Hilltop's installation of improvements on the Property that are owned by or under the control of Hardin Hilltop. Hardin Hilltop shall also be

responsible for any other taxes which may be levied or imposed on Hardin Hilltop as a result of its operations on the Property.

c. Liens. Hardin Hilltop shall keep City's interest in the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies and equipment furnished to, the Property in connection with Hardin Hilltop's use of the Property. This subparagraph shall not impair or qualify Hardin Hilltop's right to assign, mortgage or otherwise encumber its interests under this Agreement.

d. Hazardous Substances. Hardin Hilltop shall not violate, and shall indemnify City against any violation of, any law, statute, order, ordinance, rule or regulation relating to the generation, manufacture, storage, use, release or threatened release, disposal, transportation or presence of any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, on or under the Property resulting from Hardin Hilltop's activities on the Property.

e. Maintenance of Property. Hardin Hilltop shall maintain the Substation Property in a neat and clean condition and will prevent noxious weeds from going to seed on such site and shall destroy such weeds. Hardin Hilltop may in its discretion either cover such site with white rock or gravel or keep the same seeded to native grasses as City is doing with the surrounding property. Hardin Hilltop further agrees not to conduct any activities on the Access Property which will cause any material damage to such premises. Hardin Hilltop shall immediately repair any damage it may cause to the Access Property.

f. Use. The rights of Hardin Hilltop under this Agreement are expressly limited to the purposes and Property stated herein.

4. Indemnification. Hardin Hilltop shall indemnify, defend and hold harmless City against any and all losses, damages, claims, expenses and other liabilities, including, without limitation, reasonable attorneys' fees, resulting from or arising out of any activities of Hardin Hilltop, or anyone else engaged in doing work for Hardin Hilltop, on the Property, or any breach of this Agreement by Hardin Hilltop. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or deliberate act or omission on the part of City.

5. Insurance. Hardin Hilltop agrees to maintain commercial general liability insurance (which includes, but is not limited to, contractual liability coverage) covering claims for bodily injury and property damage occurring on, in or about the Property, with limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. Such policy shall name City as an additional insured on a primary and non-contributory basis. Hardin Hilltop agrees to supply City with such certificates and other evidence of insurance as City may reasonably request.

6. Restoration of Property. Upon completion of installation and any repair of its interconnection facilities and electric transmission lines on the Property, Hardin Hilltop shall

repair or replace all of City's fences and other improvements on or under the Property that may be damaged by Hardin Hilltop's installation and repair activities. Hardin Hilltop shall also remove all rubbish and debris generated by Hardin Hilltop's installation and repair activities, and shall reseed any native grasses on areas damaged by such activities.

7. Fences. There is an existing fence located along the north side of the Substation Property, and Hardin Hilltop shall be responsible for the repair and maintenance of such portion of fence. Hardin Hilltop may install a gate or other type of entrance within such portion of fence in order to obtain access to its interconnection facilities, but Hardin Hilltop shall keep any such gate or other entrance closed (when not opened for access) in order to deter others from entering City property which surrounds the Substation Property. Hardin Hilltop may in its discretion install additional fences around the perimeter of the Substation Property, but all costs of constructing, repairing and maintaining any such additional fences shall be the responsibility of Hardin Hilltop.

8. Ownership of Facilities. City acknowledges all Hardin Hilltop facilities constructed, installed or placed on the Property by Hardin Hilltop pursuant to this Agreement shall be the sole property of Hardin Hilltop and City shall have no ownership or other interest in any Hardin Hilltop facilities on the Property irrespective of whether any portion of the Hardin Substation is deemed to be a fixture or otherwise part of the Property, and City acknowledges that the Hardin Substation is and shall remain personal property of Hardin Hilltop irrespective of the manner of its attachment or connection to the Property and the parties acknowledge that the Hardin Substation is severable from the Property without damage or other adverse effect to the Property.

9. Default; Termination.

a. Default. City shall have the right to terminate this Agreement and to pursue all other appropriate remedies available at law or equity upon the failure or omission by Hardin Hilltop to observe, keep or perform any of the terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for thirty (30) days (or such longer reasonable period of time required to cure such failure or omission, if such failure or omission cannot reasonably be cured within such thirty (30) day period) after written notice from City.

b. Termination by Hardin Hilltop. Hardin Hilltop may terminate this Agreement at any time by giving City written notice.

c. Surrender of Property. Upon the termination of this Agreement, Hardin Hilltop shall peaceably and quietly leave, surrender and return the Property to City. Hardin Hilltop agrees and covenants to dismantle all equipment, improvements, fixtures and other property owned or installed by Hardin Hilltop on the Property and to restore the Property to substantially the same condition it was in at the beginning of this Agreement within ninety (90) days from the date of termination. In addition to any other remedies available to City, should Hardin Hilltop fail to remove such property within ninety (90) days after the termination of this Agreement, any and all property remaining on the Property beyond such ninety (90) day removable period should be deemed abandoned to City and Hardin Hilltop hereby agrees to relinquish any and all rights to any such property.

Hardin Hilltop. The time within which Lender must foreclose or acquire Hardin Hilltop's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition. The acquisition of all or any part of Hardin Hilltop's interests under the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of City.

11. Notices. All notices or other communications required or permitted hereunder shall be in writing, shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to City or Hardin Hilltop, as the case may be, at its address stated above or to any Lender at the address provided by Hardin Hilltop. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

12. Entire Agreement. The Original Easement governs the rights of the parties with respect to the Property and Hardin Substation prior to the effective date of this Agreement. This Agreement amends and restates the Original Easement and as amended and restated, after its effective date, this Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superceded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the parties.

13. Binding Effect and Miscellaneous. This Agreement shall run with the land and shall be binding upon and inure to the benefit of City and Hardin Hilltop and their respective successors, permittees, licensees, lessees, employees, agents and assigns. The Easements and related rights granted by City in this Agreement to Hardin Hilltop are an easement in gross for the benefit of Hardin Hilltop, its successors and assigns, as owner of the rights created by the Easements. The Easements and other rights granted by City in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the Easements granted in this Agreement and, as between the Property and other tracts of property on which Hardin Hilltop or others may locate transmission or wind generation facilities, no tract is considered dominant or servient as to the other. The use of any gender shall include all genders, and the use of any number shall be construed as singular or plural as the case may require.

IN WITNESS WHEREOF, City and Hardin Hilltop have executed this Agreement as of the date first shown above.

(Signature pages follow)

ORDINANCE NO. _____
AN ORDINANCE CHANGING ZONING CLASSIFICATION FOR
PROPERTY IN WATER TOWER SUBDIVISION FOR A PLANNED UNIT
DEVELOPMENT BY ROWLAND REAL ESTATE, L.L.C.

WHEREAS, following a public hearing held at the meeting of the Planning and Zoning Commission on June 23, 2023, the Commission recommended the City Council rescind the Water Tower Planned Unit Development due to the developer's failure to begin development within the agreed timeframe; and

WHEREAS, the City Council thereafter voted to rescind the Water Tower Planned Unit Development; and

WHEREAS, pursuant to an application for zoning change made by the owner of the property described below the Planning and Zoning Commission has recommended to the City Council that the zoning district classification for the property described below be changed to a planned unit development district to be known as the Water Tower-Infill Planned Unit Development under the Jefferson Zoning Regulations; and

WHEREAS, a public hearing on this proposed Planned Unit Development (PUD) by Rowland Real Estate, L.L.C. was held at the regularly scheduled City Council meeting on July 11, 2023, pursuant to notice given in the manner required by law; and

WHEREAS, the City Council feels that it is in the best interests of the City of Jefferson that the development plan for the proposed PUD be approved and the zoning change be made.

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

SECTION 1. Amendment. The zoning classification for the following described property:

All Lots of the Water Tower Replat in Jefferson, Greene County, Iowa;

To be subsequently referred to as:

Lots 1-12 of Water Tower Replat in Jefferson, Greene County, Iowa; AND
Lots 1-8 of Water Tower Plat 2, an Official Plat in the City of Jefferson, Greene County, Iowa, to be recorded in conjunction with the PUD and Master Plan;

located in the north 1000 and 1100 blocks of Pinet Street in Jefferson, is changed from the Water Tower Planned Unit Development District to Water Tower-Infill Planned Unit Development, all in accordance with that certain Development Plan for the Rowland Real Estate Planned Unit Development now before this Council, the terms and provisions of which are incorporated herein by this reference.

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SECTION 2. Repealer. Any all resolutions and ordinances, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Finally passed by the Council and approved on _____, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

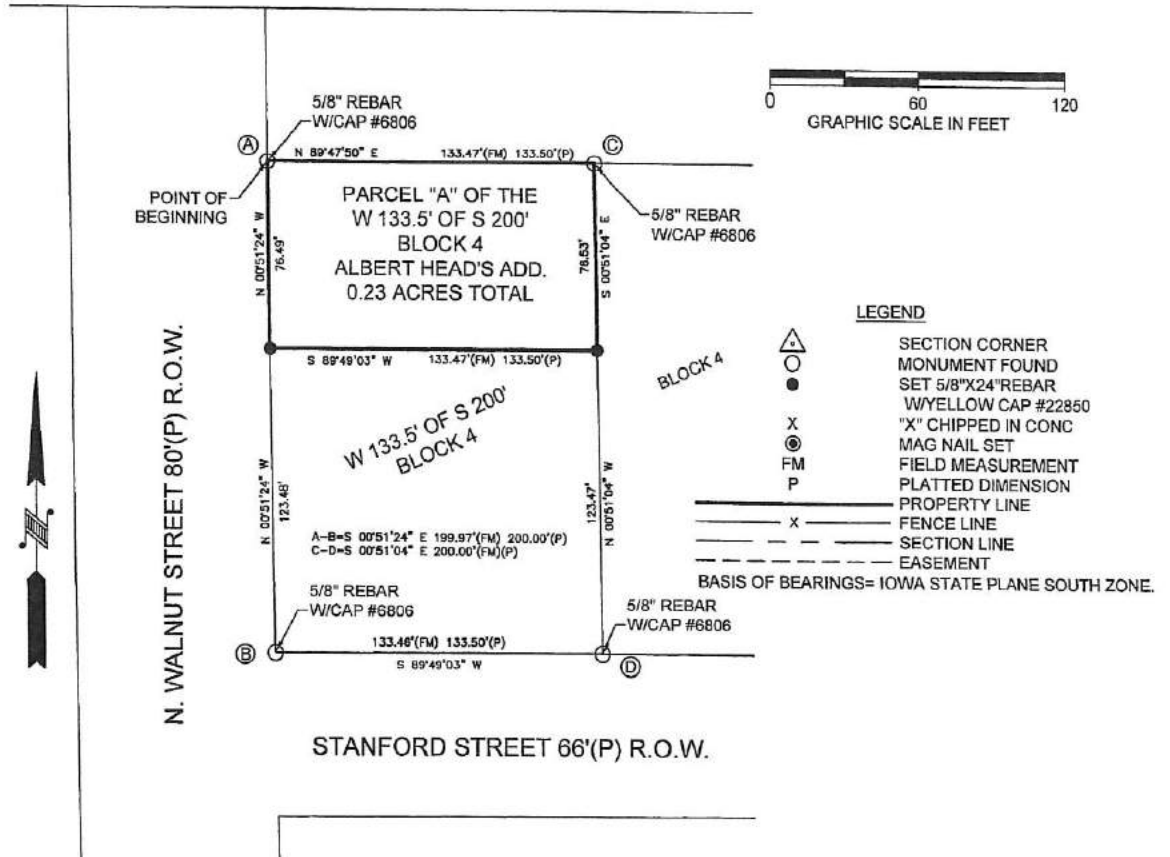
I hereby certify that the foregoing ordinance was published in The Jefferson Herald on

_____.

Roxanne Gorsuch, City Clerk

INDEX LEGEND	PLAT OF SURVEY
COUNTY: GREENE	
DESIGNATION: PARCEL "A" OF W 133.5' OF S 200'	
LOCATION: BLOCK 4, ALBERT HEAD'S ADD. CITY OF JEFFERSON	
SITE ADDRESS: 600 W. STANFORD ST., JEFFERSON, IA 50129.	
OWNER: MJDS PROPERTIES, LLC	
SURVEY REQUESTED BY: SCOTT WEBER	
SURVEYOR: ROBERT B. BILLS	

PREPARED BY AND RETURN TO: ROBERT B. BILLS CENTRAL IOWA SURVEYING, LLC P.O. BOX 67 JEFFERSON, IOWA 50129 (515)370-2399



FIELD NOTES:

A TRACT OF LAND LOCATED IN THE WEST 133.5 FEET OF THE SOUTH 200 FEET OF BLOCK 4 OF ALBERT HEAD'S ADDITION TO THE CITY OF JEFFERSON, GREENE COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID WEST 133.5 FEET OF THE SOUTH 200 FEET OF BLOCK 4; THENCE N89°47'50"E ON THE NORTH LINE OF SAID TRACT, A DISTANCE OF 133.47 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE S00°51'04"E ON THE EAST LINE OF SAID TRACT, A DISTANCE OF 76.53 FEET; THENCE S89°49'03"W, A DISTANCE OF 133.47 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE N00°51'24"W ON SAID WEST LINE OF TRACT, A DISTANCE OF 76.49 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE PARCEL SHALL HEREAFTER BE KNOWN AS PARCEL "A" OF THE WEST 133.5 FEET OF THE SOUTH 200 FEET OF BLOCK 4 OF ALBERT HEAD'S ADDITION TO THE CITY OF JEFFERSON, GREENE COUNTY, IOWA.

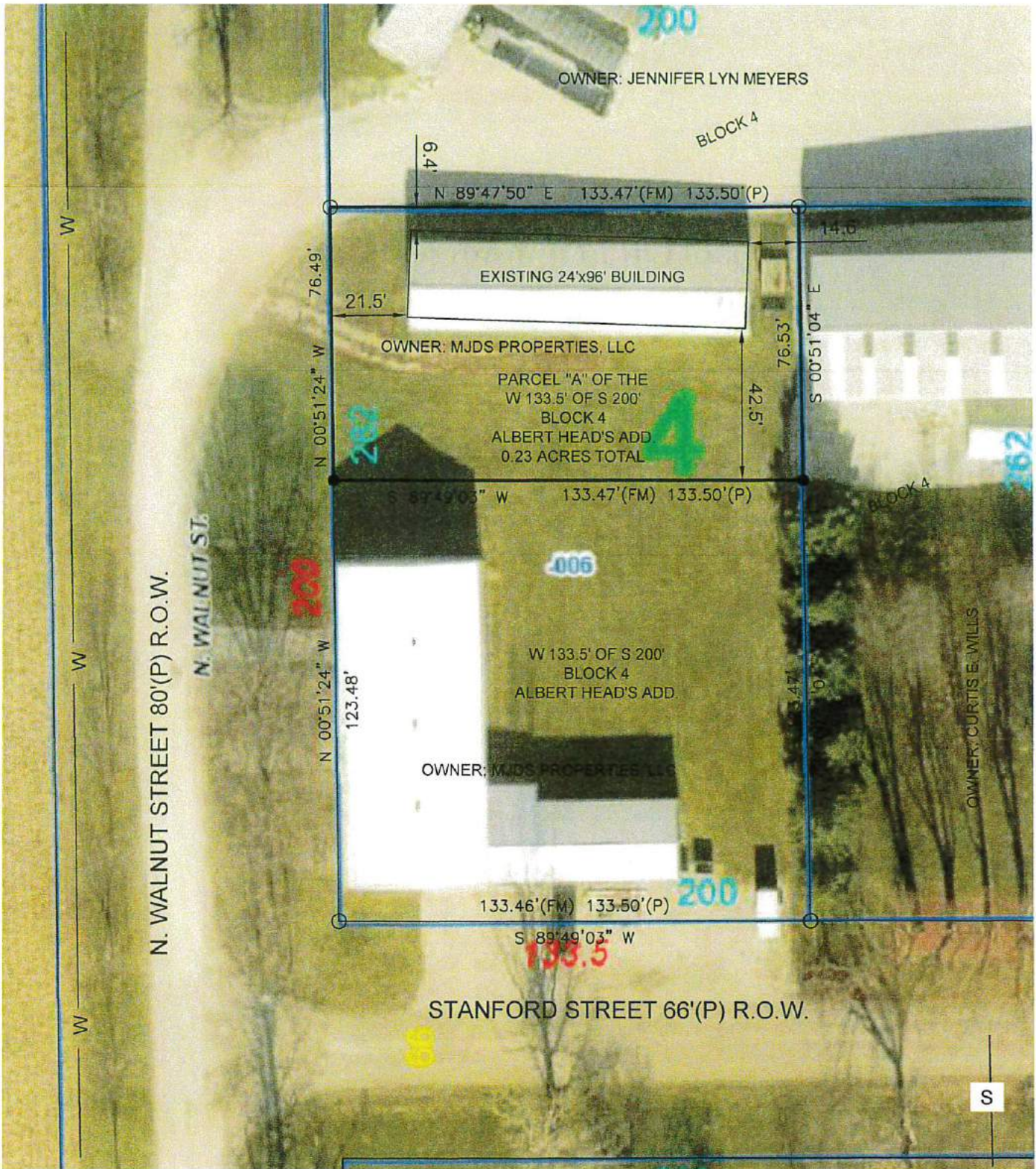
THE ABOVE DESCRIBED PARCEL CONTAINS 0.23 ACRES AND IS SUBJECT TO ANY AND ALL EASEMENTS APPARENT OR OF RECORD.

	I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.	
		<u>07/20/2023</u> Date
	Signature <u>Robert B. Bills</u>	
	License number #22850 My license renewal date is Dec. 31, 2024 Pages or sheets covered by this seal: <u>1</u>	

CENTRAL IOWA SURVEYING, LLC
 P.O. BOX 67 JEFFERSON, IOWA 50129
 PHONE (515) 370-2399 EMAIL: rbills@centraliowasurveying.com

FIELD WORK DATE: 08/2023

JB



GENERAL NOTES:

1. CITY OF JEFFERSON UTILITY LINES (SANITARY SEWER, STORM SEWER, AND WATER) ARE ONLY GENERALLY LOCATED. UTILITY SERVICES BY OTHERS ARE NOT SHOWN. "ONE CALL" SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION ACTIVITIES.

2. AERIAL PHOTO IS ONLY APPROXIMATED TO PROPERTY LINES.

——— S ——— SANITARY SEWER
 ——— ST ——— STORM SEWER
 ——— W ——— WATER MAIN

CENTRAL IOWA SURVEYING, LLC
 P.O. BOX 67 JEFFERSON, IOWA 50129
 PHONE (515) 370-2399 EMAIL rbills@centraliowasurveying.com

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APPLICATION FOR APPROVAL OF PLAT OF SURVEY

TO: City Council of Jefferson

The undersigned owner(s) of the land described in the attached plat of survey request the City Council of the City of Jefferson to approve the division of land reflected in the attached plat of survey pursuant to Section 166.22 of the Code of Ordinances of the City of Jefferson. The following information is submitted in support of this application:

1. A pre-application conference regarding this proposed subdivision was held with the City Administrator on MAY 2023.

2. A copy of a plat of survey prepared by ROBERT B. BILLS, an Iowa registered land surveyor, dated 07/06/2023, showing the land proposed to be divided is attached to this application.

3. The purpose of this proposed division is: CONVEY PARCEL "A" TO CURTIS E. WILLS.

4. The name(s), address(es) and telephone number(s) of all the owners of the land described in the attached plat are as follows:
MJDS PROPERTIES, LLC (SCOTT WEBER) 505 HILLCREST PL JEFFERSON
PH: 712-229-5386

5. The names and addresses of all adjoining property owners are set forth below, and the approximate locations of their properties are shown on the attached plat.
CURTIS E. WILLS - 506 W. STANFORD ST. JEFFERSON
JENNIFER LYN MEYERS - 506 W. STANFORD ST. JEFFERSON

6. (a) The existing zoning classification of the property covered by the plat is LI. (There is no pending plan or proposal to change this zoning classification./It is proposed that the zoning classification of this property be changed to N/A.)

(b) The zoning classification(s) for the adjoining properties is/are as follows: LI. (There is no pending plan or proposal to change any zoning classification for any of the adjoining properties./It is proposed that the zoning classification of adjoining property be changed to N/A.)

7. (Check applicable paragraph:)

 There are no structures located on the property proposed to be divided.

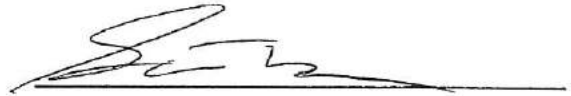
 X There are one or more structures located on the property proposed to be divided, and the location of such structures and their distance from existing and proposed boundary lines has been shown by a registered land surveyor either on the attached plat or on a separate drawing attached to this application.

8. All existing and proposed public streets and roads, all public water and sanitary and storm sewer lines, and all gas and electrical services in relation to the property proposed to be divided have been described by a registered land surveyor either on the attached plat or on a separate drawing attached to this application. If any parcel shown on the attached plat does not have direct access to any such services, then it is proposed that access to such services be obtained as follows:

If any private easements are proposed, copies of the same will be provided upon request.

The undersigned acknowledge that they have reviewed the foregoing application and represent and warrant that the information set forth above is true and accurate. This application is being submitted in quadruplicate.

Date: 7-20-2023



APPROVAL RECOMMENDED/NOT RECOMMENDED

City Engineer Date

APPROVAL RECOMMENDED/NOT RECOMMENDED

City Administrator Date

YARD WASTE SITE: REVENUES VS. EXPENSES

	Budget Revenues	Revenues	Budget Expenses	Expenses	Over/Under
2017-2018	21,600.00	21,189.15	17,000.00	19,800.00	1,389.15
2018-2019	21,600.00	21,194.52	21,000.00	20,550.00	644.52
2019-2020	21,600.00	21,388.04	21,000.00	19,800.00	1,588.04
2020-2021	21,600.00	21,434.48	21,000.00	247,726.69	-226,292.21
2021-2022	21,600.00	21,468.11	21,000.00	15,600.00	5,868.11
2022-2023	21,600.00	21,741.27	21,000.00	23,100.00	-1,358.73
2023-2024	22,100.00	1,330.68	22,000.00	21,600.00	-20,269.32

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISIONS PERTAINING TO COLLECTION FEES FOR SOLID WASTE AND RECYCLING FEES

Be it enacted by the City Council of Jefferson, Iowa:

SECTION 1. Subsections Amended. Subsections 1 and 2 of Section 106.08 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, are repealed and the following adopted in lieu thereof:

1. Residential Fees. The residential fees for solid waste collection and disposal service, used or available, are:

- A. For each residential premises – a fee of \$11.45 per month per container.
- B. For each dwelling unit of a multiple-family dwelling containing four or more apartments or dwelling units – a fee of \$6.95 per month per apartment or dwelling unit. If collection for such units is made through the use of a dumpster the charges shall be \$5.65 per month per apartment or dwelling unit.
- C. For each mobile home in a mobile home court or mobile home park – a fee of \$11.45 per month per mobile home. If collection for the mobile home units is made through the use of a dumpster the charge shall be \$8.20 per month per mobile home.
- D. Landfill fee of \$2.50 per month.
- E. Recycling fee of \$4.70 per month.
- F. Yard waste site fee of \$3.00 per month.

2. Commercial. The commercial fees for solid waste collection and disposal service, used or available, are:

- A. A base fee of \$11.45 per month for each commercial premises.
- B. An additional monthly charge shall be made for commercial premises where dumpsters are being used, which shall be calculated by multiplying the number of pickups per month (which shall be determined by multiplying the normal number of pickups per week times four) times the following amounts, based on the size of dumpster picked up:

Size	Amount
1 yard	\$ 6.85
1½ yards.....	\$ 8.00
2 yards.....	\$ 9.00

L. Miscellaneous items which do not fit any of the above descriptions (for each garbage truck hopper or part thereof).....\$ 10.00

5. Dumpster Rental. Persons who rent a dumpster on a temporary basis shall be charged rental of \$35.00 for each month or part thereof used plus the following fee for each collection, based on dumpster size:

Size	Amount
1½ yards	\$20.00
2 yards	\$30.00
3 yards	\$50.00
4 yards	\$75.00

Dumpsters may not be rented for more than two months.

6. Payment of Bills. All fees are due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 92.04 of this Code of Ordinances. Solid waste collection service may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.08 relating to lien notices shall also apply in the event of a delinquent account.

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed

SECTION 3. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Finally passed by the Council on _____, 2023, and approved on _____, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

RESOLUTION NO. _____

A RESOLUTION SETTING FEES FOR THE CITY OF JEFFERSON ANIMAL SHELTER

WHEREAS, the City has a need to implement certain fees for services and facilities provided to residents, visitors and businesses utilizing the City animal shelter.

WHEREAS, certain chapters and sections of the City's Code of Ordinances provide for various permit fees, fines, and services provided.

WHEREAS, in accordance with Chapter 30 of the City Code of Ordinances, the Animal Shelter Board recommended the following fee schedule for City Council approval:

FEE DESCRIPTION	CODE OF ORDINANCE REFERENCE	FEE AMOUNT
Animal Impound Fee (per animal)	§ 55.19	\$20.00; plus \$20.00 for each additional day animal is held
Annual Municipality Impound Fee (access fee for other cities impounding at the shelter)	§ 30.04	\$200.00

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

Section 1. The City of Jefferson Fee Schedule for the Animal Shelter is hereby approved and adopted by the Jefferson City Council and shall be effective immediately.

Section 2. The Mayor, City Clerk, and City Administrator are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 3. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on July _____, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

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Trees Forever's Carbon Credit Program Roles and Responsibilities

Community will:

- Plant trees
- Maintain the trees for 26 years
- Work with Trees Forever to draft the Project Design Document, including eligibility and quantification per City Forest Credit's templates, tools, and checklists.
- Sign agreement giving credits to Trees Forever
- Work with Trees Forever, as the project operator, to map all trees planted, document survival at key intervals, and to sell carbon credits.

Trees Forever will:

- Submit the following documentation to City Forest Credits:
 - Application for Carbon Project
 - Project Design Document, including quantification documents
 - Confirmation of credit ownership
 - Declaration of planting documents
 - Project Implementation Agreement with City Forest Credits; 26-year agreement for planting
 - Status reports to confirm continued eligibility and no significant tree or forest loss
 - Annual report for planting, using information supplied by the community or collected by Trees Forever
- Answer any questions from Third-Party Verifier, with input as needed from the community
- Trees Forever receives and sells the credits, pays the fees, and remits the balance of money from the credit sale to the community.



Trees Forever Carbon Credit Program Frequently Asked Questions

Why should my community participate?

Trees provide so many benefits to our communities including cleaning stormwater, cleaning the air, and providing shade. Right now, we face a need to reduce carbon and planting trees is one of the key ways to reduce carbon. Your community can plant trees, certify those trees for carbon credits, sell the credits produced by the trees, and reinvest in its tree planting and tree care work.

What communities are eligible to participate?

Any community in Iowa and Illinois is eligible to participate.

What size trees can a community plant?

Communities can plant seedlings up to landscape-sized trees (generally 5-8 feet tall).

How long must a community commit to the trees?

To meet the requirements of carbon crediting, the trees must be in place for a minimum of 26 years.

Where can the trees be planted?

Trees must be planted on public property or property protected from development. In general, Trees Forever suggests planting in "safe" areas. This means locations that have no chance of being used for development or construction and include parks, cemeteries, schools, natural areas, etc. If your community wants to plant in the publicly owned right-of-way and can assure Trees Forever the trees will be protected for 26 years, these locations will be considered.

What is the allowable tree mortality rate? Or, in other words, what if some of our trees die?

We apply a standard 20% mortality deduction. That means that you could lose 20% of your trees (for example, 20 out of a 100 trees) due to factors like natural die off, drought, etc. If you have any historical data showing greater or lesser mortality, we can consider applying that.

Can a community enroll trees in the Trees Forever Carbon Credit Program that were planted in previous years?

At this time, Trees Forever is only accepting trees planted in 2021 and 2022.

If the trees die, does the community have to pay back the money earned from the sale of the carbon credits?

If the mortality deduction (i.e. tree death or loss) applied to you is 20%, and if you lose more than 20% of your trees due to your own intentional actions or gross negligence (i.e. willfully cutting down the tree, etc.), then you have to pay back credits you've received or forego credits that you would be entitled to receive.

If trees die due to storm, fire, unforeseen pest infestation or other so-called acts of God, you do not have to pay back money.

Does a community need to have a tree maintenance plan in place?

You need to have a written tree maintenance plan for trees that are part of the carbon credit program. This should include how you will keep trees watered during their 1-3 year establishment phase after being planted, any pruning cycle the trees will be placed on, and general tree protection that will be provided.

Can a community continue to enroll the tree planting projects year after year?

Yes, you can enroll tree planting projects every year. Or you can enroll trees planted over several years (up to three-year intervals) once every 3 years. If you follow a three-year plan, then all trees planted in that 3-year period will be credited as a single project. For example, you could bundle trees planted in 2021, 2022, and 2023 for a single enrollment at the end of year 2023.

What does a community have to do to participate in the program?

Your community must: plant trees, maintain the trees for 26 years, work with Trees Forever to draft a Project Design Document, including eligibility and quantification per City Forest Credit's templates, tools, and checklists, sign an agreement giving credits to Trees Forever, and work with Trees Forever, as the project operator, to map all trees planted, document survival at key intervals, and to sell carbon credits, and complete a short 2-page annual report.

How often does a community need to report and what does that entail?

The community will need to annually check-in, via email, with their field coordinator reporting any updates to the contact information, any eligibility issues, and describing any significant changes in the project trees. You also attach screenshots or links to Google Earth images of the trees.

At years 4 and 6 of the project, the community will work with Trees Forever to visit approximately 10% of the project trees and take pictures of them showing that they are alive or dead.

At years 14 and 26, you need to do the same thing plus get DBH of those 10% of the trees.

Can trees be planted on privately owned property that has public access, i.e. non-profit owned property, nature preserves?

Yes, trees can be planted on publicly accessible privately-owned property. The property owner would need to complete a Transfer of Credits form giving the credits to Trees Forever, in order for the community to be able to sell the carbon credits.



Tree planting and carbon credits for your community!

Trees Forever is working with communities just like yours to plant more trees and certify those trees for carbon credits. The benefits and potential payback can help your community to be greener and more sustainable. Interested in finding out more? Read below and talk to a Trees Forever Field Coordinator.

Why participate

- Deliver more benefits to your town
 - o Stormwater retention
 - o Cooler temperatures and lower energy usage
 - o Increased community cohesion
 - o Safer streets
- Certified carbon credits on all trees planted
 - o Help your community reach sustainability goals
 - o Generate carbon credits for potential sales
- Money for future tree plantings and/or tree maintenance
 - o Sell the credits generated from tree plantings to reinvest in community trees
 - o Receive funding at regular intervals for a steady stream of dollars

What do I need to do?

- Plant trees.
- Maintain trees for 26 years.
- Work with Trees Forever as the project operator to map all trees planted, document survival at key intervals, and to sell carbon credits.



[Insert Project Name]
Attestation of Land Ownership

I am the [insert title] of the [insert name of landowner] and make this attestation regarding the ownership of land upon which the [insert Project Operator] is the Project Operator of a tree planting project [insert name of planting project].

1. Land Ownership

The [insert name of landowner] is the owner in fee simple of the land identified in Section 2 and in Exhibit A.

2. Subject Lands

The Property upon which the [insert name of planting project] Project is planting trees and which is the subject of this Attestation is specified in Exhibit A.

Signed on [insert month and date] in 2022, by [insert name and title of person authorized to sign], for [insert Project Operator name].

Signature

Printed Name

Phone

Email

[Letterhead]

I, the undersigned, working on behalf of the community of (Community Name, State, County), commits to working with Trees Forever on the Carbon Credit program and to participate in the sale of the Carbon+ Credits with Trees Forever as the Project Operator.

The community commits to the following:

- Plant and maintain trees for at least 26 years.
- Sign 26-year Project Implementation Agreement, transferring the carbon credits to Trees Forever to sell
- Complete the Planting Affirmation document confirming that trees were planted
- Work with Trees Forever, as the project operator, to map all of the trees with geo-location, species, size, and date planted, document survival at key intervals, and to sell carbon credits.

Signed on month/day in 2022, by [insert name and title of person authorized to sign], for Community of _____.

Signature

Printed Name

Date

Phone

Email

RESOLUTION NO. _____

A RESOLUTION APPROVING CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE AND RELEASE OF RETAINAGE FOR THE RUSSELL STREET WATERMAIN IMPROVEMENT PROJECT

WHEREAS, the City Council of Jefferson approved Resolution 46-22 to award a contract to Morris Enterprises, Inc. of Clutier, IA in the amount of \$395,763.00 for the Russell Street Watermain Improvement Project (the "Contract"); and

WHEREAS, said contractor has substantially completed work on said project in accordance with the terms and conditions of the Contract and the plans and specifications of the Project; and

WHEREAS, the City Engineer has submitted a Final Acceptance and Certificate of Completion of the Project, in accordance with the plans and specifications and sets the final adjusted contract amount including all change orders at \$418,852.95; and

WHEREAS, the City Engineer recommends acceptance of said work and issuance of a Certificate of Completion and Final Acceptance of work constructed under the conditions and guarantee of the Contract.

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

Section 1. The work performed by the contractor under the Contract is accepted as having been substantially completed in accordance with the plans, specifications, and Contract for said Project. The total Contract cost for said Project payable is hereby determined to be \$418,852.95. Previous payments have totaled \$397,910.30. Project retainage shall be paid to the contractor.

Section 2. The Mayor, City Clerk, and City Administrator are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 3. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on July 25, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

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**FINAL ACCEPTANCE
AND
CERTIFICATE OF COMPLETION**

Russell Street Watermain Improvement - 2022 Project
City of Jefferson, Iowa

Morris Enterprises, Inc.
300 College Ave
LeGrand, IA 50142

I hereby declare that this project has been completed in substantial compliance with the plans, specifications, contract documents, and change orders governing this project and recommend that the work completed be accepted by the Owner, with the following exceptions and conditions:

Exceptions – None

Date of Final Completion – June 9, 2023

The undersigned accepts the work constructed under the conditions and guarantee of the contract with the exceptions noted above.

The final contract amount is \$418,852.95

Dated this 18th of July 2023

Recommended by Engineer, Bolton & Menk, Inc.

By James D. Leiding
James D. Leiding, P.E.
Bolton & Menk, Inc.

Accepted by Owner, City of Jefferson

By _____
Matt Gordon Mayor Date

Attest _____
Roxanne Gorsuch City Clerk Date

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Contractor's Application for Payment

Owner: CITY OF JEFFERSON, IOWA	Owner's Project No.: _____
Engineer: BOLTON & MENK, INC.	Engineer's Project No.: 0A1.126809
Contractor: MORRIS ENTERPRISES, INC.	Agency's Project No.: _____
Project: RUSSELL STREET WATERMAIN IMPROVEMENT, 2022	
Contract: _____	
Application No.: 7	Application Date: 6/30/2023
Application Period: From 6/1/2023 to 6/30/2023	

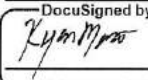
1. Original Contract Price	\$	395,763.00
2. Net change by Change Orders	\$	23,089.95
3. Current Contract Price (Line 1 + Line 2)	\$	418,852.95
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	418,852.95
5. Retainage		
a. _____ X \$ 418,852.95 Work Completed	\$	-
b. 5% X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	418,852.95
7. Less previous payments	\$	397,910.30
8. Amount due this application	\$	20,942.65

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

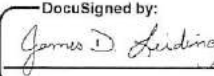
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and
- (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been

Contractor: Morris Enterprises, Inc.

Signature: 	Date: July 18, 2023
Name: Ryan Morris	Title: President

Recommended by Engineer

Approved by Owner

By: 

Name: James D. Leiding, P.E.

Title: Project Manager

Date: July 18, 2023

By: _____

Name: Matt Gordon

Title: Mayor

Date: _____

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Contractor's Application for Payment

Progress Estimate - Unit Price Work

Owner: CITY OF JEFFERSON, IOWA
 Engineer: BOLTON & MENK, INC.
 Contractor: MORRIS ENTERPRISES, INC.
 Project: RUSSELL STREET WATERMAIN IMPROVEMENT, 2022
 Contract: OAL126809

Application No.: 7		Application Period: From 05/01/23 to 06/30/23		Application Date: 06/30/23									
A Bid Item No.	B Description	C Contract Information		D Contract Information		E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		Item Quantity	Units	Quantity Previous Estimate	Value Previous Estimate								
Original Contract													
1	SURBASE, MODIFIED, 6"	130.00	SY	22.15	398.70	22.15	2,340.00	22.15	398.70	398.70	398.70	17%	1,941.30
2	EXPLORATORY EXCAVATION	10.00	EA	29.00	2,900.00	29.00	1,000.00	29.00	2,900.00	2,900.00	2,900.00	290%	(1,900.00)
3	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC DR 18, 8"	25.00	LF	-	-	-	2,831.25	-	-	-	-	-	2,831.25
4	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC DR 18, 8"	30.00	LF	-	-	-	3,682.50	-	-	-	-	-	3,682.50
5	SANITARY SEWER FORCE MAIN, TRENCHED, PVC DR 18, 6"	30.00	LF	-	-	-	1,137.25	-	-	-	-	-	1,137.25
6	WATER MAIN, TRENCHED, PVC DR 18, 4"	85.00	LF	91.00	3,321.50	91.00	3,321.50	91.00	3,321.50	3,321.50	3,321.50	107%	(219.00)
7	WATER MAIN, TRENCHED, PVC DR 18, 6"	120.00	LF	25.00	1,081.25	25.00	5,190.00	25.00	1,081.25	1,081.25	1,081.25	21%	4,108.75
8	WATER MAIN, TRENCHED, PVC DR 18, 8"	240.00	LF	-	-	-	22,080.00	-	-	-	-	-	22,080.00
9	WATER MAIN, TRENCHLESS, PVC DR 18, 8"	1,480.00	LF	1,648.00	151,616.00	1,648.00	136,160.00	1,648.00	151,616.00	151,616.00	151,616.00	111%	(15,496.00)
10	FITTING, DIP	1,360.00	LF	1,010.00	15,150.00	1,010.00	20,400.00	1,010.00	15,150.00	15,150.00	15,150.00	74%	5,250.00
11	WATER SERVICE PIPE, POLYETHYLENE, 1"	425.00	LF	840.00	17,514.00	840.00	8,861.25	840.00	17,514.00	17,514.00	17,514.00	198%	(8,652.75)
12	WATER SERVICE PIPE, POLYETHYLENE, 2"	20.00	LF	20.00	660.00	20.00	660.00	20.00	660.00	660.00	660.00	100%	-
13	WATER SERVICE CORPORATION, 1"	16.00	EA	27.00	18,765.00	27.00	11,120.00	27.00	18,765.00	18,765.00	18,765.00	169%	(7,645.00)
14	WATER SERVICE CORPORATION, 2"	1.00	EA	1.00	1,000.00	1.00	1,000.00	1.00	1,000.00	1,000.00	1,000.00	100%	-
15	WATER SERVICE CURB STOP AND BOX, 1"	16.00	EA	27.00	19,237.50	27.00	712.50	27.00	19,237.50	19,237.50	19,237.50	169%	(7,837.50)
16	WATER SERVICE CURB STOP AND BOX, 2"	1.00	EA	1.00	1,200.00	1.00	1,200.00	1.00	1,200.00	1,200.00	1,200.00	100%	-
17	POLYSTYRENE INSULATION, 4"	16.00	SF	32.00	256.00	32.00	128.00	32.00	256.00	256.00	256.00	200%	(128.00)
18	VALVE, GATE, 4"	2.00	EA	2.00	4,000.00	2.00	4,000.00	2.00	4,000.00	4,000.00	4,000.00	100%	-
19	VALVE, GATE, 6"	3.00	EA	3.00	7,200.00	3.00	7,200.00	3.00	7,200.00	7,200.00	7,200.00	100%	-
20	VALVE, GATE, 8"	4.00	EA	4.00	11,200.00	4.00	2,800.00	4.00	11,200.00	11,200.00	11,200.00	100%	-
21	TAPPING SLEEVE AND VALVE ASSEMBLY, 8"	1.00	EA	1.00	5,000.00	1.00	5,000.00	1.00	5,000.00	5,000.00	5,000.00	100%	-
22	FIRE HYDRANT ASSEMBLY	4.00	EA	5.00	31,000.00	5.00	6,200.00	5.00	31,000.00	31,000.00	31,000.00	125%	(6,200.00)
23	VALVE BOX REMOVAL	6.00	EA	6.00	600.00	6.00	600.00	6.00	600.00	600.00	600.00	100%	-
24	INTAKE ADJUSTMENT, MINOR	1.00	EA	1.00	2,000.00	1.00	2,000.00	1.00	2,000.00	2,000.00	2,000.00	100%	-
25	CONNECTION TO EXISTING MANHOLE	3.00	EA	3.00	500.00	3.00	500.00	3.00	500.00	500.00	500.00	100%	-
26	CURB AND GUTTER, 7" PCC, 30"	260.00	LF	31.00	775.00	31.00	25.00	31.00	775.00	775.00	775.00	12%	5,725.00
27	REMOVAL OF SIDEWALK	105.00	SY	9.30	93.00	9.30	1,050.00	9.30	93.00	93.00	93.00	9%	957.00
28	REMOVAL OF DRIVEWAY	24.00	SY	20.50	410.00	20.50	480.00	20.50	410.00	410.00	410.00	85%	70.00
29	SIDEWALK, PCC, 4"	105.00	SY	9.30	465.00	9.30	5,250.00	9.30	465.00	465.00	465.00	9%	4,785.00
30	DETECTABLE WARNING	8.00	SF	1.00	70.00	1.00	560.00	1.00	70.00	70.00	70.00	13%	490.00
31	DRIVEWAY PAVED, PCC, 6"	24.00	SY	20.50	1,640.00	20.50	1,870.00	20.50	1,640.00	1,640.00	1,640.00	85%	280.00
32	FULL DEPTH PATCH, PCC	470.00	SY	56.40	4,230.00	56.40	35,250.00	56.40	4,230.00	4,230.00	4,230.00	12%	31,020.00
33	CURB AND GUTTER REMOVAL	260.00	LF	37.00	370.00	37.00	2,600.00	37.00	370.00	370.00	370.00	14%	2,230.00
34	TEMPORARY TRAFFIC CONTROL	1.00	LS	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00	10,000.00	10,000.00	100%	-
35	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	0.20	AC	0.41	8,200.00	0.41	4,000.00	0.41	8,200.00	8,200.00	8,200.00	205%	(4,200.00)
36	FIBER SOCK, 9"	100.00	LF	1.00	100.00	1.00	100.00	1.00	100.00	100.00	100.00	100%	-
37	MOBILIZATION	1.00	LS	1.00	30,000.00	1.00	30,000.00	1.00	30,000.00	30,000.00	30,000.00	100%	-
38	MAINTENANCE OF POSTAL SERVICE	1.00	LS	1.00	100.00	1.00	100.00	1.00	100.00	100.00	100.00	100%	-
39	MAINTENANCE OF SOLID WASTE COLLECTION	1.00	LS	1.00	100.00	1.00	100.00	1.00	100.00	100.00	100.00	100%	-
40	RV DUMP STATION	1.00	LS	1.00	7,000.00	1.00	7,000.00	1.00	7,000.00	7,000.00	7,000.00	100%	-
Original Contract Totals								\$	395,763.00	\$	355,552.95	\$	40,210.05

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Progress Estimate - Unit Price Work

Owner: CITY OF JEFFERSON, IOWA
 Engineer: BOLTON & MENK, INC.
 Contractor: MORRIS ENTERPRISES, INC.
 Project: RUSSELL STREET WATERMAIN IMPROVEMENT, 2022
 Contract:
 Owner's Project No.: 041.126809
 Agency's Project No.:
 Contractor's Application for Payment

Application No.: 7		Application Period: From 06/01/23 to 06/30/23		Application Date: 06/30/23									
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bld Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed (E X G)	Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (J / F)	Balance to Finish (F - J)
Change Orders													
CO1-1	WATER MAIN, TRENCHLESS, PVC DR 18, 6"	630.00	LF	65.00	40,950.00	620.00	40,300.00	620.00	40,300.00		40,300.00	98%	650.00
CO1-2	TAPPING SLEEVE AND VALVE ASSEMBLY, 4"	1.00	EA	5,000.00	5,000.00	1.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
CO1-3	WATER SERVICE PIPE, ADDITIONAL COST	755.00	LF	15.00	11,325.00	840.00	12,600.00	840.00	12,600.00		12,600.00	111%	(1,275.00)
CO1-4	CHANGE ORDER NO. 1 ITEMS ADJUSTMENT	1.00	LS	(20,733.25)	(20,733.25)	-	-	-	-		-	-	(20,733.25)
CO2-1	DEEP SERVICE CONNECTIONS	6.00	EA	400.00	2,400.00	6.00	2,400.00	6.00	2,400.00		2,400.00	100%	-
CO2-2	SERVICE DISCONNECTS AT PARK AND OAK	2.00	EA	1,500.00	3,000.00	2.00	3,000.00	2.00	3,000.00		3,000.00	100%	-
1	SUBBASE, MODIFIED, 6"	(107.85)	SY	18.00	(1,941.30)	-	-	-	-		-	-	(1,941.30)
2	EXPLORATORY EXCAVATION	9.00	EA	100.00	900.00	-	-	-	-		-	-	900.00
3	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC DR 18, 6"	-	LF	113.25	-	-	-	-	-		-	-	-
4	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC DR 18, 8"	-	LF	122.75	-	-	-	-	-		-	-	-
5	SANITARY SEWER FORCE MAIN, TRENCHED, PVC DR 18, 6"	-	LF	113.25	-	-	-	-	-		-	-	-
6	WATER MAIN, TRENCHED, PVC DR 18, 4"	6.00	LF	36.50	219.00	-	-	-	-		-	-	219.00
7	WATER MAIN, TRENCHED, PVC DR 18, 6"	25.00	LF	43.25	1,081.25	-	-	-	-		-	-	1,081.25
8	WATER MAIN, TRENCHED, PVC DR 18, 8"	(240.00)	LF	92.00	(22,080.00)	-	-	-	-		-	-	(22,080.00)
9	WATER MAIN, TRENCHLESS, PVC DR 18, 8"	168.00	LF	15.00	2,520.00	-	-	-	-		-	-	2,520.00
10	FITTING, DIP	85.00	LF	20.85	1,772.25	-	-	-	-		-	-	1,772.25
31	WATER SERVICE PIPE, POLYETHYLENE, 1"	(2.00)	EA	695.00	(1,390.00)	-	-	-	-		-	-	(1,390.00)
32	WATER SERVICE PIPE, POLYETHYLENE, 2"	-	EA	1,000.00	-	-	-	-	-		-	-	-
33	WATER SERVICE CORPORATION, 1"	(2.00)	EA	1,000.00	(2,000.00)	-	-	-	-		-	-	(2,000.00)
34	WATER SERVICE CORPORATION, 2"	(2.00)	EA	712.50	(1,425.00)	-	-	-	-		-	-	(1,425.00)
35	WATER SERVICE CURB STOP AND BOX, 1"	-	EA	1,200.00	-	-	-	-	-		-	-	-
36	WATER SERVICE CURB STOP AND BOX, 2"	-	EA	1,200.00	-	-	-	-	-		-	-	-
37	POLYSTYRENE INSULATION, 4"	16.00	SF	8.00	128.00	-	-	-	-		-	-	128.00
38	VALVE, GATE, 4"	-	EA	2,000.00	-	-	-	-	-		-	-	-
39	VALVE, GATE, 6"	-	EA	2,400.00	-	-	-	-	-		-	-	-
20	VALVE, GATE, 8"	-	EA	2,800.00	-	-	-	-	-		-	-	-
21	TAPPING SLEEVE AND VALVE ASSEMBLY, 8"	-	EA	5,000.00	-	-	-	-	-		-	-	-
22	FIRE HYDRANT ASSEMBLY	-	EA	6,200.00	-	-	-	-	-		-	-	-
23	VALVE BOX REMOVAL	-	EA	100.00	-	-	-	-	-		-	-	-
24	IN TAKE ADJUSTMENT, MINOR	-	EA	2,000.00	-	-	-	-	-		-	-	-
25	CONNECTION TO EXISTING MANHOLE	-	EA	500.00	-	-	-	-	-		-	-	-
26	CURB AND GUTTER, 7" PCC, 30"	1.00	LF	25.00	25.00	-	-	-	-		-	-	25.00
27	REMOVAL OF SIDEWALK	(108.70)	SY	10.00	(1,087.00)	-	-	-	-		-	-	(1,087.00)
28	REMOVAL OF DRIVEWAY	(15.50)	SY	20.00	(310.00)	-	-	-	-		-	-	(310.00)
29	SIDEWALK, PCC, 4"	(108.70)	SY	50.00	(5,435.00)	-	-	-	-		-	-	(5,435.00)
30	DETECTABLE WARNING	(7.00)	SF	70.00	(490.00)	-	-	-	-		-	-	(490.00)
31	DRIVEWAY, PAVED, PCC, 6"	(15.50)	SY	80.00	(1,240.00)	-	-	-	-		-	-	(1,240.00)
32	FULL DEPTH PATCH, PCC	(13.60)	SY	75.00	(1,020.00)	-	-	-	-		-	-	(1,020.00)
33	CURB AND GUTTER REMOVAL	7.00	LF	10.00	70.00	-	-	-	-		-	-	70.00
34	TEMPORARY TRAFFIC CONTROL	-	LS	10,000.00	-	-	-	-	-		-	-	-
35	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	0.15	AC	20,000.00	3,000.00	-	-	-	-		-	-	3,000.00
36	FILTER SOCK, 9"	(100.00)	LF	1.00	(100.00)	-	-	-	-		-	-	(100.00)
37	MOBILIZATION	-	LS	30,000.00	-	-	-	-	-		-	-	-
38	MAINTENANCE OF POSTAL SERVICE	-	LS	100.00	-	-	-	-	-		-	-	-
39	MAINTENANCE OF SOLID WASTE COLLECTION	-	LS	100.00	-	-	-	-	-		-	-	-
40	RV DUMP STATION	-	LS	7,000.00	-	-	-	-	-		-	-	-
CO1-1	WATER MAIN, TRENCHLESS, PVC DR 18, 6"	(10.00)	LF	65.00	(650.00)	-	-	-	-		-	-	(650.00)
CO1-2	TAPPING SLEEVE AND VALVE ASSEMBLY, 4"	-	EA	5,000.00	-	-	-	-	-		-	-	-
CO1-3	WATER SERVICE PIPE, ADDITIONAL COST	85.00	LF	15.00	1,275.00	-	-	-	-		-	-	1,275.00
Change Order Totals \$					23,089.95	\$ 63,300.00		\$ 63,300.00		\$ 63,300.00		\$ 418,852.95	
Original Contract and Change Orders					418,852.95	\$ 418,852.95		\$ 418,852.95		\$ 418,852.95		100% \$	

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Real People. Real Solutions.

300 W McKinley Street
PO Box 68
Jefferson, IA 50129

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

July 14, 2023

Scott Peterson, City Administrator
City of Jefferson
220 N. Chestnut Street
Jefferson, Iowa 50129

RE: East Lincoln Way Resurfacing
Proposal For Engineering Services

Dear Scott,

Thank you for the opportunity to provide this proposal for professional services to the City of Jefferson for the East Lincoln Way Resurfacing project that includes work on E Lincoln Way from Locust St east to the City's corporate limits. The work includes milling of the existing pavement, curb and cutter repairs, pedestrian ramp improvements, pavement widening to the previously installed curbs and medians and overlay of all pavement areas.

Attached for your review and approval are the Scope of Services and Agreement for the above referenced project. We have completed a preliminary cost estimate of the project as we understood it and that is \$740,000. This may be adjusted once the scope of the project has been finalized at the kickoff meeting. Please review this information at your earliest convenience, and don't hesitate to contact us should you have any questions or concerns.

We appreciate this opportunity and look forward to working with you on this important project for the City of Jefferson.

Sincerely,

Bolton & Menk, Inc.

James D. Leiding, PE
Project Manager

c: File

Enclosure

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PROFESSIONAL SERVICES AGREEMENT

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

Date of Agreement:
Agreement Number: (BMI Project Number)
Project Location:

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

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

Fee Arrangement
Project Management, Topo Survey, Design, Bidding and Construction Phase Services: Hourly, Not to Exceed: \$141,400.00

Scope/Intent and Extent of Services
See attached scope of services (Exhibit I) for the East Lincoln Way Resurfacing Project.

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

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

Offered by: Bolton & Menk, Inc.

Accepted by:

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

signature and date

print name/title

signature and date

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EXHIBIT I
CONSULTANT'S SERVICES
E LINCOLN WAY RESURFACING
JEFFERSON, IOWA

July 2023

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide civil engineering services required for the resurfacing and widening of East Lincoln Way from Locust St east to the City corporate limits in the City of Jefferson, Iowa. The proposed work includes full-depth patches, curb replacement, pedestrian ramp improvements, asphalt overlays, pavement widening, as well as design and construction services for the project areas.

The basic improvements anticipated as part of this Agreement include manholes/intakes adjustment, pavement and curb repairs, pavement widening and HMA overlay.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by Bolton & Menk are as follows:

TASK 1: CLIENT COORDINATION AND PROJECT MANAGEMENT

Subtask 1.1: Project Initiation

Description: Bolton & Menk will facilitate a project kick-off meeting with City staff to accomplish the following:

- Review and confirm the scope and nature of the proposed improvements
- Review any special conditions regarding project staging during construction
- Conduct a field review of project area by project team members with City staff
- Adjust project schedule if required

Deliverables:

- Minutes of the kick-off meeting

Subtask 1.2: Project Management

- **Description:** The project manager from Bolton & Menk will be responsible for monthly progress reporting, meeting minutes, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with any Sub-consultants, review of progress, and senior review of deliverables. For estimating purposes, it is assumed that the project design duration will be five (5) months.

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TASK 2: DATA COLLECTION

Subtask 2.1: Field Data Collection

Description: Collect detailed field survey information within project limits and adjacent areas for final design and preparation of construction documents. The field survey will be supplemented by other available information such as aerial photos, utility maps, as-built drawings, reports and studies, etc.

Deliverables:

- CADD file of field data collected

TASK 3: PUBLIC INVOLVEMENT AND COORDINATION

Subtask 3.1: Public Informational Meeting

Description: The Bolton & Menk project team will be responsible for conducting a public informational meeting with assistance and participation by City staff. This public informational meeting will be held near the middle of the project development process in order to communicate to the property owners the general nature of the proposed improvements and to gather pertinent information from the public. The meeting will be conducted in an informal setting with a brief presentation followed by an “open house” format to encourage participation by the property owners and to provide an opportunity to meet one-on-one with members of the project team.

Deliverables:

- Notes and minutes of the public informational meeting

Subtask 3.2: Public Notice and Updates

Description: Prepare and distribute a notification to property owners of the proposed work. Prepare and distribute weekly construction updates throughout the project.

Deliverables:

- Notification and weekly updates

TASK 4: PROJECT DEVELOPMENT AND DESIGN

Subtask 4.1: Plan Preparation

Description: Complete preliminary and final plans. Major design components to include the following:

- Plan view layout of all surface improvements: aerial view, curb lines and other improvements.
- Miscellaneous plan sheets, including: Title sheet, tabulations, quantities, typical sections, details, and other required information.

Final design and plans will conform to the requirements of the City of Jefferson and SUDAS Specification requirements. Plans will be reviewed with City staff at the 50%, and 95% completion stages. The project Manual will be reviewed with the City staff at the 95% completion stage.



Deliverables:

- Plans at 50% and 95% complete stages.

Subtask 4.2: QA/QC Review, Final Plans & Specifications

Description: Senior internal review of the final plans. Incorporate final review comments from the City. Prepare specifications for the City.

Deliverables:

- Copies of completed final plans and specifications.

Subtask 4.3 Opinion of Probable Construction Cost

Description: Bolton & Menk shall prepare a final Opinion of Probable Construction Cost for the Project. An updated Opinion of Probable Construction Cost shall be prepared at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Deliverables:

- Updated Opinion of Probable Construction costs

TASK 5: PROJECT BID LETTING PHASE

Subtask 5.1: Coordinate Bid Letting

Description: Provide the following services during the bidding phase:

- Prepare advertisement for bids and submit to the City Clerk for publications
- Provide copies of the contract/bidding documents
- Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required
- Attend Bid Opening with City Staff
- Review Bids and prepare bid tabulation
- Prepare letter of recommendation for award

Deliverables:

- Notes from conversations with bidders
- Addenda (if issued)
- Bid Tabulation
- Letter of Recommendation

TASK 6: CONSTRUCTION SERVICES

Subtask 6.1: Preconstruction Services

Description: A Bolton & Menk manager will develop an agenda and conduct the preconstruction meeting with the contractor, subcontractors, utility companies, and other interested parties. prior to the start of construction.

Deliverables:

- Preconstruction meeting attendance and agenda
- Meeting Minutes of the preconstruction meeting

Subtask 6.2: Construction Administration

Description: The Project Manager will perform the following construction administrative responsibilities:

- Coordinate with design engineer on the bidding documents and contracts
- Consultant will coordinate with engineer of record for clarification of design documents during construction activities. Consultant will issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required
- Provide supervision and support to Resident Project Representative (RPR) and perform regular site visits
- Convene and preside over construction progress meetings held once a month or as needed and prepare & distribute minutes
- Provide weekly updates to City staff for City website and newsletters
- Coordinate with franchise utilities on placement and relocation of utilities within the ROW
- Consultant will prepare and sign Pay Estimates every month for processing by the City
- Consultant shall prepare record drawings showing changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the RPR. The Consultant shall provide the City with one (1) reproducible copy of the record drawings
- Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required
- The consultant will conduct an inspection in the company of the City at both the substantial and final completion stages. A punchlist will be developed at the substantial completion review and verified that the contractor completed all punchlist items in the final walk through. Once the project is determined acceptable, the Consultant will give written notice to the City and the Contractor recommending final payment to the Contractor
- The consultant shall prepare and coordinate any change orders required during construction. This shall include the adjustment of final quantities at the end of the project

Deliverables:

- Pre-construction and progress meeting minutes
- Pay Applications
- Change Orders
- Punchlist
- Statement of Substantial Completion
- Statement of Final Completion

Subtask 6.3: Construction Observation

Description: This task includes the work of the Resident Project Representative (RPR). The RPR will be on-site during the various stages of construction to observe and review the quality of work. RPR will determine the payment amounts owing to the Contractor and recommend payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

This task also includes coordinating field-testing of construction materials incorporated into the project. Also included is observing the performance of construction work and advising the Contractor and the city of non-complying work or materials incorporated into the project. For budget purposes, it is assumed that the construction period will be three months.

BASIS OF FEE ASSUMPTIONS

For this proposal the following assumptions were made as to the nature of how or why certain situations would be handled:

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

ITEMS PROVIDED BY CLIENT

- Existing mapping, reports, and other pertinent information
- Sewer, water, electric, maps, and videos
- Public Meeting location(s)
- Services of geotechnical consultant for soil borings and report

ADDITIONAL SERVICES

Consulting services performed other than those authorized under Tasks 1- 5 shall be considered not part of the Basic Services and may be authorized by the City as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

- Includes any meetings with individual property owners to coordinate needs of the property during construction beyond what was determined during the public information meeting
-

SCHEDULE

The proposed schedule is subject to adjustment based on the needs and timing discussed at the Kickoff Meeting. Bolton & Menk will work with the City to meet these needs and complete the project as required.

Survey	–	August 2023
Kickoff	–	September 2023
50% submittal	–	October 2023
95% submittal	–	December 2023
Project bid date	–	January 2024

FEES

Bolton & Menk, Inc's proposed Hourly, Not to Exceed fee for the described Scope of Services is as follows:

Scope of Services		
	TASK	PRICE
1	Client Coordination and Project Management	\$ 14,600.00
2	Data Collection	\$ 10,700.00
3	Public Involvement & Coordination	\$ 7,300.00
4	Project Development & Design	\$ 24,300.00
5	Bidding Phase	\$ 4,300.00
6	Construction Services	\$ 80,200.00
Total		\$ 141,400.00

Current 6.0.
Debt Obligations

General Obligation Bonds											
Enter Scenario Name Here											
Jefferson, Iowa											
Column	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
Fiscal Yea	7/16/19	4/28/21	4/28/21	Future	Total Principal	Total Interest	Total P&I	Taxable Valuation	Less Abatements	actual levy	Net Levy Rate
6/1/24	100,000	310,000	100,000		510,000	133,417	643,417	169,414	-282,335	2.34802	2.13136
6/1/25	115,000	180,000	0		295,000	123,317	418,317	169,414	-201,617	1.27912	1.27912
6/1/26	120,000	130,000	0		250,000	116,267	366,267	169,414	-148,617	1.28473	1.28473
6/1/27	125,000	165,000	0		290,000	110,067	400,067	169,414	-181,617	1.28945	1.28945
6/1/28	125,000	165,000	150,000		440,000	103,017	543,017	169,414	-328,917	1.26377	1.26377
6/1/29	130,000	165,000	600,000		895,000	93,027	988,027	169,414	-773,277	1.26761	1.26761
6/1/30	135,000	175,000	205,000		515,000	72,627	587,627	169,414	-372,377	1.27056	1.27056
6/1/31	140,000	180,000			320,000	60,300	380,300	169,414	-164,700	1.27263	1.27263
6/1/32	145,000	180,000			325,000	52,500	377,500	169,414	-161,700	1.27381	1.27381
6/1/33	150,000	185,000			335,000	44,550	379,550	169,414	-158,700	1.30361	1.30361
6/1/34	150,000	185,000			335,000	36,350	371,350	169,414	-155,700	1.27292	1.27292
6/1/35	155,000	170,000			325,000	28,150	353,150	169,414	-137,700	1.27174	1.27174
6/1/36	160,000				160,000	20,100	180,100	169,414	0	1.06308	1.06308
6/1/37	165,000				165,000	15,300	180,300	169,414	0	1.06426	1.06426
6/1/38	170,000				170,000	10,350	180,350	169,414	0	1.06455	1.06455
6/1/39	175,000				175,000	5,250	180,250	169,414	0	1.06396	1.06396
Totals:	2,260,000	2,190,000	1,055,000	0	5,505,000	1,024,586	6,529,586		-3,067,254		
Original Par:	3,585,000	3,585,000	1,755,000		5,970,000						
Call Date:	6/1/28	6/1/29	6/1/29								
Average n	8.17	5.28	4.58		7.33						
Avg rate c	3.367%	2.379%	2.655%		2.941%						

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RESOLUTION NO. _____

A RESOLUTION TRANSFERRING FUNDS AND CLOSING FUND ACCOUNTS

WHEREAS, following the 2022-2023 Fiscal Year, the City of Jefferson finds that it is in the best interest of the City that certain funds should be transferred into other funds, all in accordance with Iowa Administrative Code 545-2.5.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Jefferson authorizes the following transfer of funds as of June 30, 2023.

1. Transfer from the General Fund to Health Insurance Sinking Fund- \$10,000.00 to pay for employee deductible- city share- budgeted.
2. Transfer from the General Fund to the Equipment Reserve-ISF Fund - \$26,500.00 to pay for future Police duty vehicle-budgeted.
3. Transfer from the General Fund to the Equipment Reserve-ISF Fund- \$7,000.00 to pay for future Police admin vehicle- budgeted.
4. Transfer from the General Fund to the Equipment Reserve-ISF Fund- \$1,400.00 to pay for future Police body armor replacement-budgeted.
5. Transfer from the General Fund to the Equipment Reserve-ISF Fund -\$22,000.00 to pay for future Fire Truck-budgeted.
6. Transfer from the General Fund to the Equipment Reserve-ISF Fund- \$6,694.00 to reimburse for Fire Truck previously purchased- budgeted.
7. Transfer from the General Fund to the Library Agency Fund- \$2,000.00 for technology replacement- budgeted.
8. Transfer from the Road Use Tax Fund to the General Fund- \$40,000.00 to pay for administrative expenses- budgeted.
9. Transfer from the Special Revenue Fund to the General Fund- \$640,000 to pay for employees benefit expenses- budgeted.
10. Transfer from the Airport Fund to the General Fund- \$20,000.00 to pay for administrative expenses- budgeted.
11. Transfer from the Water Fund to the General Fund- \$35,000.00 to pay for administrative expenses- budgeted.
12. Transfer from the Water Fund to the Water Capital Improvement Fund- \$55,000.00 to pay for water capital improvement projects- budgeted.
13. Transfer from the Water Fund to the Water Well Replacement Fund- \$30,000.00 to pay for future water well improvements- budgeted.
14. Transfer from the Water Fund to the Water Plant Replacement Fund- \$250,000.00 to pay for future Water Plant Replacement- budgeted.

15. Transfer from the Water Fund to the Water Tower Repair- \$50,000.00 to pay for water tower repair and maintenance- budgeted.
16. Transfer from Water Bond Revenue Fund to Water Fund- \$1,000.00 for administrative expenses- budgeted.
17. Transfer from Water Capital Improvement Fund to Water Fund- \$1,000.00 for administrative expenses- budgeted.
18. Transfer from the Wastewater Fund to the General Fund- \$37,000.00 to pay for administrative expenses- budgeted.
19. Transfer from the Wastewater Fund to the Wastewater Plant Replacement- \$85,000.00 to pay for wastewater plant replacement- budgeted.
20. Transfer from the Sanitation Fund to the General Fund- \$18,000.00 to pay for administrative expenses- budgeted.
21. Transfer from the Sanitation Fund to the Equipment Reserve-ISF Fund- \$19,475.00 to pay for future equipment purchases- budgeted.
22. Transfer from the Recycling Fund to the General Fund- \$5,000.00 to pay for administrative expenses- budgeted.
23. Transfer from the Recycling Fund to the Equipment Reserve-ISF Fund- \$56,648.00 to pay for future equipment purchases- budgeted.
24. Transfer from Local Option Sales Tax to the General Fund- \$16,772.37 to pay for City Hall window replacements- budgeted.
25. Transfers from Local Option Sales Tax to the Road Use Tax Fund- \$52,5000.00 to pay for street lighting- budgeted.
26. Transfer from Road Use Tax Fund to General Fund- \$19,507.57 to pay employee benefit expenses, FICA- budgeted.
27. Transfer from Road Use Tax Fund to General Fund- \$3,025.06 to pay employee benefit expenses, IPERS-budgeted.
28. Transfer from Road Use Tax Fund to General Fund- \$8,055.24 to pay employee benefit expenses, Group Health Insurance- budgeted.
29. Transfer from TIF Fund to Downtown Buildings- \$110,373.67 to pay for tax increment finance expenses non-budgeted.
30. Transfer from TIF Fund to Debt Service- \$571,864.56 to pay for bond expenses- non-budgeted.
31. Transfer from Local Option Sales Tax Fund to CIP- \$153,767.24 to pay for Russell Street Water Main- Oak Street Extension- non-budgeted.
32. Transfer from Wastewater Fund to Wastewater Sinking Fund- \$568,549.71 to pay for 2012 Sewer Revenue bond pay off- non-budgeted.
33. Transfer from Payroll Clearing Fund to General Fund- \$7,333.53 to close Payroll Clearing Fund- non-budgeted.
34. Transfer from Employee Benefits Fund to General Fund- \$45,090.03 to close Employee Benefits Fund- non-budgeted.

35. Transfer Wastewater Surplus Fund to Wastewater Fund- \$72,891.75 to close Wastewater Surplus Fund- non-budgeted.
36. Transfer from General Fund to CIP- \$86,816.83 to pay for capital improvement expenses- non-budgeted.

Section 3. The Mayor, City Clerk, and City Administrator are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 4. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on July 25, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

CITY OF JEFFERSON
 GCDC Business Park 2 - North Entrance Improvements
 OPINION OF PROBABLE COSTS
 Tuesday, July 18, 2023

Item No.	Description	Unit	Price	Quantity	Extension
1	CLEARING AND GRUBBING	LS	\$ 1,000.00	1.00	\$ 1,000.00
2	TOPSOIL, ON-SITE	CY	\$ 10.00	3000.00	\$ 30,000.00
3	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	CY	\$ 15.00	2000.00	\$ 30,000.00
4	SUBGRADE PREPARATION, 12"	SY	\$ 15.00	4900.00	\$ 73,500.00
5	SUBBASE, MODIFIED, 6"	SY	\$ 15.00	4900.00	\$ 73,500.00
6	EXPLORATORY EXCAVATION	EA	\$ 300.00	10.00	\$ 3,000.00
7	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC DR 18, 8"	LF	\$ 80.00	600.00	\$ 48,000.00
8	STORM SEWER, TRENCHED, RCP, 18"	LF	\$ 90.00	700.00	\$ 63,000.00
9	PIPE CULVERT, TRENCHED, CMP, 15"	LF	\$ 60.00	60.00	\$ 3,600.00
10	PIPE CULVERT, TRENCHED, CMP, 18"	LF	\$ 85.00	60.00	\$ 5,100.00
11	SUBDRAIN, PERFORATED CORRUGATED POLYETHYLENE TUBING, 4"	LF	\$ 12.00	2500.00	\$ 30,000.00
12	SUBDRAIN CLEANOUT, PVC, 6"	EA	\$ 500.00	8.00	\$ 4,000.00
13	FIELD TILE REPAIR, < 12"	LF	\$ 10.00	100.00	\$ 1,000.00
14	WATER MAIN, TRENCHED, PVC DR 18, 8"	LF	\$ 80.00	840.00	\$ 67,200.00
15	FITTING, DIP	LB	\$ 20.00	600.00	\$ 12,000.00
16	VALVE, GATE, 8"	EA	\$ 2,750.00	2.00	\$ 5,500.00
17	FIRE HYDRANT ASSEMBLY	EA	\$ 6,000.00	1.00	\$ 6,000.00
18	FIRE HYDRANT ADJUSTMENT	EA	\$ 2,300.00	1.00	\$ 2,300.00
19	SANITARY MANHOLE, SW-301, 48 INCH	EA	\$ 8,500.00	2.00	\$ 17,000.00
20	STORM MANHOLE, SW-401, 48"	EA	\$ 5,500.00	2.00	\$ 11,000.00
21	INTAKE, SW-501	EA	\$ 4,500.00	2.00	\$ 9,000.00
22	PAVEMENT, PCC, 8"	SY	\$ 75.00	4500.00	\$ 337,500.00
23	TEMPORARY TRAFFIC CONTROL	LS	\$ 10,000.00	1.00	\$ 10,000.00
24	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	\$ 2,000.00	3.00	\$ 6,000.00
25	SWPPP PREPARATION	LS	\$ 4,000.00	1.00	\$ 4,000.00
26	SWPPP MANAGEMENT	LS	\$ 6,000.00	1.00	\$ 6,000.00
27	FILTER SOCK, 9"	LF	\$ 5.00	100.00	\$ 500.00
28	MOBILIZATION	LS	\$ 52,000.00	1.00	\$ 52,000.00
SUBTOTAL:					\$ 911,700.00
Subtotal Construction:					\$ 911,700.00
Construction Contingencies 20%:					\$ 182,300.00
Opinion of Estimated Construction Cost:					\$ 1,094,000.00
Route Survey and Geotechnical Testing:					\$ 22,000.00
Design, Plans and Specifications:					\$ 71,000.00
Construction Contract Administration:					\$ 27,000.00
Construction Staking:					\$ 11,000.00
Resident Project Representative - Part Time:					\$ 66,000.00
Subtotal Engineering:					\$ 197,000.00
TOTAL OPINION OF IMPROVEMENT COST					\$ 1,291,000.00

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CITY OF JEFFERSON
 GCDC Business Park 2 - Detention Pond Improvements
 OPINION OF PROBABLE COSTS
 Tuesday, July 18, 2023

Item No.	Description	Unit	Price	Quantity	Extension
1	TOPSOIL, ON-SITE	CY	\$ 10.00	2100.00	\$ 21,000.00
2	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	CY	\$ 15.00	3400.00	\$ 51,000.00
3	STORM SEWER, TRENCHED, RCP, 30"	LF	\$ 175.00	900.00	\$ 157,500.00
4	PIPE APRON, RCP, 24"	EA	\$ 1,800.00	1.00	\$ 1,800.00
5	PIPE APRON GUARD	EA	\$ 1,000.00	1.00	\$ 1,000.00
6	FIELD TILE REPAIR, < 12"	LF	\$ 10.00	20.00	\$ 200.00
7	STORM MANHOLE, SW-401, 48"	EA	\$ 5,500.00	1.00	\$ 5,500.00
8	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	\$ 2,000.00	2.50	\$ 5,000.00
9	SWPPP PREPARATION	LS	\$ 4,000.00	1.00	\$ 4,000.00
10	SWPPP MANAGEMENT	LS	\$ 6,000.00	1.00	\$ 6,000.00
11	FILTER SOCK, 9"	LF	\$ 5.00	50.00	\$ 250.00
12	RIP RAP, DOT 4130.04	TON	\$ 50.00	10.00	\$ 500.00
13	MOBILIZATION	LS	\$ 16,000.00	1.00	\$ 16,000.00
14					
SUBTOTAL:					\$ 269,750.00
Subtotal Construction:					\$ 269,750.00
Construction Contingencies 20%:					\$ 54,000.00
Opinion of Estimated Construction Cost:					\$ 323,750.00
Route Survey and Geotechnical Testing:					\$ 6,000.00
Design, Plans and Specifications:					\$ 21,000.00
Construction Contract Administration:					\$ 8,000.00
Construction Staking:					\$ 3,000.00
Resident Project Representative - Part Time:					\$ 19,000.00
Subtotal Engineering:					\$ 57,000.00
TOTAL OPINION OF IMPROVEMENT COST					\$ 380,750.00

To Whom It May Concern,

The City of Jefferson has been in communication with Kading Properties, LLC (“Kading”) regarding a proposed housing development located between North Elm Street and North Olive Street, and between Highway 30 and East Central Avenue. The City is supportive of the housing project.

Given the project parameters and timeline as presently known, the City will continue to study the project and how the City can be of assistance. We hope that you find this letter helpful, and we look forward to working with Kading as its plans come together to bring additional housing Jefferson.

Sincerely,

Scott Peterson
City Administrator

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CITY OF JEFFERSON

FEE SCHEDULE

2023

ADMINISTRATIVE SERVICES

Description	Fee
Copying of Records (double if 2-sided)	
8 ½ x 11 or 8 x 14	\$0.25 per page (black & white) , \$1.00 per page (color)
11 x 17	\$1.00 per page (black & white), \$2.00 per page (color)
FAX	\$1.00 per 3 pages (sending or receiving)
Miscellaneous Fees:	
Non-Sufficient Funds Check/ACH Fee	\$30.00
Unusual /Extensive Records Search and Copies	\$15.00/hour plus copy charge

COMMUNITY DEVELOPMENT

Description	Fee
Sub-division and Zoning Fees:	
Zoning Change	\$300.00
Variance, Conditional Use Permit or Special	\$200.00
Plat Survey	\$200.00
Preliminary Plat	\$200.00
Final Plat	\$200.00
Planned Unit Development (PUD)	\$400.00

*All publication fees, recording fees, secretary of state filing fees, and any other fees or charges may be payable in connection with the above matters, shall be paid to the City, in addition to the fees described above.

Building Permit Fees:

TOTAL VALUATION	FEE
\$1 to \$500	\$24
\$501 to \$2,000	\$24 for the first \$500; plus \$3 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001 to \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, up to and including \$40,000
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,000 to \$500,000	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, up to and including \$500,000
\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, up to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$5,000,000; plus \$1 for each additional \$1,000 or fraction thereof

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Building Fees/Licenses Fees:

Demolition Permit	\$50.00
Excavation Permit (ROW)	\$50.00
Sign Permit	\$50.00
Fence Permit	\$50.00
Drive-way and Sidewalk Permit	\$50.00
House Movers Permit	\$50.00
Curb Cutting Permit	\$50.00
Water/sewer service line permit	\$100.00
Water system hookup	\$1,000.00
Sewer system hookup	(\$ Variable)
Snow Removal	time & material with minimum of \$ _____
Lawn Mowing	time & material with minimum of \$ _____

*All fees/costs are allocated from the 2023 International Code Council and will be left permanently open for adjustment according to it's changes and/or updates.

POLICE DEPARTMENT

Description	Fees
Copies of crash/accident reports	\$4.00/each
Copies of Reports in excess of 5 pages	\$0.50 per page
Copies of police reports	\$2.00/each
3 x 5 photographs	\$3.00/each
Duplicate photographs (accidents, etc.)	\$2.00/each
DVD reproduction	\$15.00
Certified Mailings	Reimbursement for current postal cost
Towing fee	Per invoice
Impounded vehicle storage at Jefferson PD	\$100.00
Pet License – Annual fee	
Four or less	\$5.00 spay/neuter or \$10.00 not spay/not neuter
More than four	\$20.00 spay/neuter or \$40.00 not spay/not neuter
False Alarms(system or detector malfunction)	\$25.00 for the 3 rd false alarm
Per Record calendar year	\$50.00 for the 4 th false alarm
	\$75.00 for each subsequent alarm
Business escorts (ATM and Employee)	\$20.00 per occurrence
Taser Cartridge	\$45.00/each
Intoxilyzer Testing Fee (private purpose)	\$10.00/each

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PUBLIC WORKS

Description	Fee (1 hour minimum)
Equipment Rates:	
Weed eater	\$35.00/hour
Riding mower	\$50.00/hour
Light duty pick-up	\$50.00/hour
Concrete saw	\$50.00/hour
Air compression	\$60.00/hour
1-ton pick-up	\$60.00/hour
Light duty tractor	\$60.00/hour
Tractor	\$80.00/hour
Skid loader	\$80.00/hour
Garbage truck	\$80.00/hour
Snow blower	\$80.00/hour
Stumper	\$80.00/hour
Dump truck	\$100.00/hour
Sewer jet	\$80.00/hour
Chipper	\$80.00/hour
Street sweeper	\$125.00/hour
Backhoe	\$125.00/hour
Motor grader	\$125.00/hour
Pay loader	\$125.00/hour
Mini excavator	\$125.00/hour
Hydro vac	\$150.00/hour
Boring tool & compressor & 1 staff	\$250.00/hour includes one man
Labor fees:	
Regular (7 a.m. – 3:30 p.m.)	\$50.00/hour – 1 hour minimum
Overtime (after 3:30 p.m.)	\$70.00/hour – 2 hour minimum

*Fees include loader bucket. Additional accessories will be charged at \$20.00/hour.

Repair work for damage to public facilities will carry a \$10.00/hour charge for power and hand tools.

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WATER/WASTEWATER/SOLID WASTE

Description	Fees
WATER/WASTEWATER/SOLID WASTE DEPOSIT:	\$150.00
Water and wastewater:	
Temporary vacancy	\$ current monthly minimum bill
Water meter up to ¾ inch	actual current cost plus 5%
Water meter over ¾ inch	actual current cost plus 5%
Hydrant meter	\$100 fee to use
Replace frozen meter	actual current cost plus 5% if customer at fault
Replace stopped meter	\$0 if faulty or current cost plus 5% if customer fault
Meter repair	\$50.00/hour
Meter in or out from vacancy	\$25.00 remove or install
Replacing wire	\$20.00
Curb box service	\$20.00
Trip fee to disconnect	\$20.00
Disconnect fee	\$20.00
Trip fee to reconnect	\$20.00
Reconnection fee	\$25.00
Water tapping /new service or add line	time and material
New curb box installed	time and material
Water and sewer permit	\$100.00
Solid waste fee:	
Yard waste stickers	\$1.00/each
Sign replacement or repair charges (due to vandalism or accidents):	
All signs	actual cost plus 5%
Telespar posts	actual cost plus 5%

Estimate

Number E164

Date 7/16/2023

Taylor Concrete
1007 west wall
Jefferson IA.50129
PH 515-391 0418
Fax 515-386 31115

Bill To
City of Jefferson

Terms

Project

Replace sidewalks

Description	Hours	Rate	Amount
Maple/Monroe			\$5,040.00
Maple/ Harrison			\$9,000.00
Maple/South West Street			\$3,750.00
Maple/Bracket			\$850.00
Maple / Park			\$3,000.00
Chestnut / Wilcoxway			\$1,000.00
South Chestnut 712			\$12,825.00
Chestnut / Park			\$1,600.00
Chestnut / Madison			\$3,600.00
Chestnut / Monroe			\$2,100.00

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Estimate

Number E165

Date 7/16/2023

Taylor Concrete
1007 west wall
Jefferson IA.50129
PH 515-391 0418
Fax 515-386 31115

Bill To
City of Jefferson

Terms

Project

Replace sidewalks

Description	Hours	Rate	Amount
Chestnut / Harding			\$5,100.00

City to provide Handcap mats

Total \$5,100.00

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