

AGENDA

CITY COUNCIL MEETING

Tuesday, September 24, 2024

5:30 P.M.

CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER:

II. OPEN FORUM: This is a time for any concerned citizen of Jefferson to speak to the Council on an item that is not on the agenda. Limit of three minutes per speaker.

III. CONSENT ITEMS:

- A. Approve 9/10/24 regular Council Minutes.
- B. Approve BPO Does Toll Road Fundraiser
- C. Approve Annual financial Report for FY 2023-24
- D. Approve Annual Urban Renewal Report for FY 2023-24
- E. Appoint Mary Pedersen and Doug Meinecke to the Park & Recreation Commission for terms to expire 12/31/2027.
- F. Approve sidewalk reimbursement to Carrie Jensen of \$3,100.
- G. Approve Sidewalk Repair Agreements with:
 - i. Marlene Van Sickler, 800 S. Chestnut Street
 - ii. Jannifer Happe, 802 S. Chestnut Street
 - iii. Ben & Danielle Barron, 708 S. Chestnut Street
 - iv. Susan Smith, 712 S. Chestnut Street
- H. Approve GAX #2 for Centennial Second Story Residential Project of \$1,972
- I. Approve GAX #3 for Centennial Second Story Residential Project of \$61,363

IV. NEW BUSINESS:

- A. ORDINANCE: "Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017, by Amending Provisions Relating to Water Rates."
- B. Consider Change Order No. 6 for the Wastewater Treatment Facility Improvement Project.
- C. Hire Assistant Park & Recreation Director
- D. RESOLUTION Approving an Agreement for an Iowa Department of Transportation Living Roadway Trust Fund Grant.
- E. RESOLUTION Approving Greene County Community School District Plat of Survey.
- F. GCDC Quarterly Report with MFRC.

V. REPORTS:

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

VI. ADJOURN

TO: Mayor and City Council Members
FROM: Scott Peterson, City Administrator
SUBJECT: General Information Memo
Regular City Council Session
Tuesday, September 24, 2024 5:30 p.m.

AFR & TIF Reports: Approval of the FY 23-24 Annual Financial Report and the FY 23-24 TIF Report is included in the consent agenda. The cover pages for these reports are included herein. The entire reports were included as attachments to the e-mail.

Sidewalks The consent agenda includes approval for reimbursement of \$3,100 for Carrie Jensen at 204 S. Walnut Street.

The consent agenda also includes approval of four agreements where the City paid for the installation costs of sidewalk and the homeowner agrees to reimburse these costs over 24 months. One agreement is included in this packet. The agreements are the same for all four properties except for the amount to be repaid.

Water Rates: Enclosed is an ordinance increasing the retail water rate by 5%. This will be the second reading of this ordinance.

WWTP Change Order #6: The Council will consider a proposed Change Order to resurface the concrete walls on Clarifer #3. A portion of these walls was not coated during construction and has resulted in pits and bug holes in the concrete. After the walls are resurfaced, the walls will be coated. The price of this change order is \$113,226.99. The Sewer Committee recommends approval of this Change Order.

Assistant Park & Rec Director: The selection committee is finishing interviews for the Assistant Director position and hope to make a hiring recommendation to the Council. If the committee does not recommend a candidate, this issue will be removed from the agenda.

Tree Grant: The Jefferson Tree Committee has received a \$11,000 grant through the Iowa DOT Living Roadway Trust Fund. This is for planting trees on Olive and Locust Streets. As the City is the named applicant, the Council is asked to approve the resolution approving the grant contract.

Children's Center Plat: The Children's Center is acquiring a .31 acre parcel of land from Greene County Schools. The plat is included herein.

Reminder: DOT meeting: Representatives from the Iowa DOT will hold a public meeting to discuss the possible 4 to 3 lane conversion project on Highway 4 on **Monday, September 23rd 5:30 p.m. at the Rec Center.** Please attend, if possible.

2

STATE OF IOWA 2024 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2024 CITY OF JEFFERSON, IOWA DUE: December 1, 2024	16203700400000 CITY OF JEFFERSON 220 N Chestnut Street JEFFERSON IA 50129-1900 POPULATION: 4182
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NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	2,312,985		2,312,985	2,088,034
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	2,312,985		2,312,985	2,088,034
Delinquent Property Taxes	0		0	0
TIF Revenues	1,220,586		1,220,586	1,200,034
Other City Taxes	726,304	0	726,304	781,784
Licenses and Permits	50,238	0	50,238	35,476
Use of Money and Property	78,694	126,090	204,784	198,307
Intergovernmental	949,909	971,951	1,921,860	10,618,727
Charges for Fees and Service	409,730	3,475,857	3,885,587	3,942,488
Special Assessments	0	0	0	0
Miscellaneous	736,715	765,508	1,502,223	1,180,371
Other Financing Sources	1,720,000	11,722,764	13,442,764	0
Transfers In	1,933,287	0	1,933,287	2,450,363
Total Revenues and Other Sources	10,138,448	17,062,170	27,200,618	22,495,584
Expenditures and Other Financing Uses				
Public Safety	1,159,901		1,159,901	1,240,949
Public Works	731,583		731,583	809,274
Health and Social Services	37,249		37,249	31,500
Culture and Recreation	1,592,153		1,592,153	1,447,840
Community and Economic Development	583,869		583,869	593,900
General Government	601,769		601,769	572,258
Debt Service	645,966		645,966	644,017
Capital Projects	1,521,027		1,521,027	1,419,186
Total Governmental Activities Expenditures	6,873,517	0	6,873,517	6,758,924
BUSINESS TYPE ACTIVITIES		13,099,521	13,099,521	11,627,434
Total All Expenditures	6,873,517	13,099,521	19,973,038	18,386,358
Other Financing Uses	0	0	0	
Transfers Out	1,718,647	214,640	1,933,287	2,450,363
Total All Expenditures/and Other Financing Uses	8,592,164	13,314,161	21,906,325	20,836,721
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	1,546,284	3,748,009	5,294,293	1,658,863
Beginning Fund Balance July 1, 2023	5,261,609	2,407,908	7,669,517	10,766,788
Ending Fund Balance June 30, 2024	6,807,893	6,155,917	12,963,810	12,425,651

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2024		Indebtedness at June 30, 2024	
	Amount		Amount
General Obligation Debt	4,995,000	Other Long-Term Debt	0
Revenue Debt	19,482,544	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	14,361,030

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

	Publication
Signature of Preparer	
Printed name of Preparer	Phone Number
	Date Signed
Signature of Mayor or Mayor Pro Tem (Name and Title)	

PLEASE PUBLISH THIS PAGE ONLY

Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Levy Authority Summary

Local Government Name: JEFFERSON
 Local Government Number: 37G349

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
JEFFERSON URBAN RENEWAL	37001	13
JEFFERSON LINCOLN RIDGE ESTATES URBAN RENEWAL	37002	2

TIF Debt Outstanding: **0**

TIF Sp. Rev. Fund Cash Balance			Amount of 07-01-2023 Cash Balance
as of 07-01-2023:	149,198	0	Restricted for LMI

TIF Revenue:	1,220,586
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	1,220,586

Rebate Expenditures:	343,435
Non-Rebate Expenditures:	755,109
Returned to County Treasurer:	0
Total Expenditures:	1,098,544

TIF Sp. Rev. Fund Cash Balance			Amount of 06-30-2024 Cash Balance
as of 06-30-2024:	271,240	0	Restricted for LMI

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: **-1,369,784**

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: JEFFERSON (37G349)
 Urban Renewal Area: JEFFERSON URBAN RENEWAL
 UR Area Number: 37001

UR Area Creation Date: 12/1989

Promote economic development in the City of Jefferson. To stimulate, through public involvement and commitment, private investments in commercial and industrial development and to create a sound economic base.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
JEFFERSON CITY/GREENE COUNTY(JEFFERSON-SCRANTON)/TIF 1 INCREM	370066	370067	21,927,287
JEFFERSON CITY/GREENE COUNTY(JEFFERSON-SCRANTON)/TIF 2 INCREM	370068	370069	0
JEFFERSON CITY/GREENE COUNTY(JEFFERSON-SCRANTON)/TIF 3 INCREM	370070	370071	0
JEFFERSON CITY/GREENE COUNTY(JEFFERSON-SCRANTON)/TIF 4 INCREM	370072	370073	0
JEFFERSON CITY/GREENE COUNTY(JEFFERSON-SCRANTON) SCH AG TIF 1 INC	370078	370079	0
JEFFERSON CITY/GREENE COUNTY SCH/MARK BAUER DEV CO TIF 5 PHASE 3 INCR	370080	370081	0
JEFFERSON CITY/GREENE COUNTY SCH/HY-VEE TIF 6 INCR	370086	370087	3,464,790
JEFFERSON CITY, GREENE COUNTY SCH, WATER TOWER TIF 8	370088	370089	0
JEFFERSON CITY, GREENE COUNTY SCH, COBBLESTONE TIF 9	370090	370091	3,368,475
JEFFERSON CITY, GREENE COUNTY SCH, BRIARWOOD TIF 10	370092	370093	1,671,000
JEFFERSON CITY, GREENE COUNTY SCH, DOWNTOWN TIF 11	370094	370095	1,724,370
JEFFERSON CITY/GREENE COUNTY SCH/GCDC BUSINESS PARK #1 TIF 7 INC	370100	370101	961,868
JEFFERSON CITY/GREENE COUNTY SCH/GCDC BUSINESS PARK #2 TIF 12 INC	370102	370103	383,898

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	11,469,700	54,332,100	14,141,400	0	-27,780	79,915,420	0	79,915,420
Taxable	0	6,268,213	43,601,721	12,376,474	0	-27,780	62,218,628	0	62,218,628
Homestead Credits									81

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: **149,198** **0** **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 1,167,298
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: **1,167,298**

Rebate Expenditures: 299,545
 Non-Rebate Expenditures: 755,109
 Returned to County Treasurer: 0
Total Expenditures: **1,054,654**

5

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	261,842	0	Amount of 06-30-2024 Cash Balance Restricted for LMI
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New label

Invoice

Number 1101

Date 6/18/2024

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

Bill To
Carrie Jensen
206 South Walnut
Jefferson, 50129

Terms

Project

New sidewalk

Description	Hours	Rate	Amount
84'x5'x4"			\$3,480.00
Cutting Curb			\$300.00
Handicap ramp			\$700.00

Reimburse Carrie Jensen

\$ 3,100.00

pd.

in full

Jim [Signature]

[Signature]

Total

\$4,480.00

Reimburse

420 sq' x \$5 \$2100 7
Curb cut \$300
Handicap ramp \$700

**CITY OF JEFFERSON
SIDEWALK REPAIR AGREEMENT**

This Sidewalk Repair Agreement ("Agreement") is entered into between the City of Jefferson ("City") and the individual or entity identified below ("Owner") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by the City, which shall occur after execution by Owner ("Effective Date").

RECITALS

- A. Owner owns residential property in Jefferson, Iowa, specifically described in Section 1 herein (the "Property").
- B. Chapter 136 of the Code of Ordinances of the City of Jefferson ("Code of Ordinances") requires that property owners maintain abutting sidewalks in a safe and hazard-free condition so as not to endanger persons or property.
- C. The Code of Ordinances permits the City to compel property owners to repair sidewalks and, if they do not, for the City to repair the sidewalk at the property owner's expense.
- D. Repairs to and replacement of the sidewalk abutting the Property became required, and the City has agreed to make said repairs ("Project").
- E. The City, or with a contractor of its choosing, performed the Project and now seeks payment from the Owner, as provided in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, the City and Owner agree as follows:

AGREEMENT

- 1. Scope of Project; Work Performed. The following definitions and details are applicable to the Project.
 - A. Owner: Marlene Van Sickler
 - B. Property Address: 800 S. Chestnut St., Jefferson, IA 50129
 - C. Legal Description: Lot Ten (10) in Subdivision Lot 3 of Northwest Quarter (NW 1/4) Section Seventeen (17), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., Greene County, Iowa.
 - D. Project Description: Replaced and improved 64 lineal feet of sidewalk.
- 2. Payment. Owner agrees to pay a total of \$1,520.00 to the City in consideration for the Project. Beginning on _____, 2024, Owner will make payments to the City in 24 monthly installment payments of not less than \$63.34 until the outstanding balance is paid in full. Payments are due on the fifteenth day of each month until the balance is paid in full.

3. Failure to Pay; Collection Procedures. In the event Owner fails to timely pay any installment payment, City may utilize any collection method, including, without limitation, the collection methods and lien procedures set out in the Code of Ordinances.

4. Balance Due on Sale. In the event the Owner transfers or sells the Property prior to fulfilling all installment payments as stated in Section 2, any outstanding balance owed to the City under this Agreement shall be immediately due and payable by the Owner.

5. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed given and received when delivered to the recipient by first-class mail (or an equal or better form of delivery) at the following addresses:

Owner

800 S. Chestnut St.
Jefferson, IA 50129
Email: _____
Phone: _____

City of Jefferson

220 N. Chestnut St.
Jefferson, IA 50129
515-386-4660
Attn: Chad Stevens

6. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective parties.

7. Waiver. No delay or omission by the City in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the City from any or further exercise of any right or remedy.

8. Complete Agreement; Written Amendments. This document constitutes the entire agreement between the parties pertaining to the subject of water infrastructure improvements and purchase of water. Any representations or statements made by any party and not incorporated herein do not constitute part of the agreement. Any amendments to this agreement must be in writing and signed by the respective parties.

9. Attorneys' Fees. In the event that any party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the breaching party or parties shall reimburse the non-breaching party or parties for all costs, including reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

10. Choice of Law; Venue. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Iowa including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within the State of Iowa, County of Greene.

11. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

Now, therefore, the City and Owner have executed this Agreement on the date(s) set forth below.

OWNER

CITY OF JEFFERSON

Marlene Van Sickler

By: _____
Craig Berry, Mayor

Date

Date

ATTEST

Roxanne Gorsuch, City Clerk

Date



REGION XII

COUNCIL OF GOVERNMENTS

CDBG: \$1,828.00

Match: \$ 0.00

June 25, 2024

Scott Peterson, City Administrator
City of Jefferson
220 N Chestnut
Jefferson IA 50129

RE: CDBG Admin. Billing #2
Second Story Housing – 100 E State (IEDA Contract 23-HSGU-003)
COG Contract #BG2326

Dear Scott,

Please consider this your current invoice for administrative services provided by Region XII COG for your CDBG award for the 2nd Story project at 100 E State.

Contract Amount	\$25,000.00
Expended to Date	\$2,955.00
Previously Billed	\$1,127.00
TOTAL DUE:	\$1,828.00

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 3
100 - LOCAL
BG26 - CITY OF JEFFERSON
From 6/1/2024 Through 6/25/2024

		Current Period Actual	Current Year Actual
REVENUES			
LOCAL	4150	0.00	1,127.00
Total REVENUES		0.00	1,127.00
EXPENSES			
ADMINISTRATIVE/TRAINING			
AUDIT-DIRECT	5051	0.00	0.40
ADVERTISING/MARKETING	5100	0.00	3.24
ADVERTISING-DIRECT	5101	0.00	0.67
BOARD/MEETING EXP	5150	0.00	5.33
MEETING EXP-DIRECT	5151	0.00	1.84
TELEPHONE/POSTAGE/COMMUNICAT	5170	0.00	12.66
TELEPHONE/POSTAGE/COMM-DIRECT	5171	0.00	14.82
EMPLOYEE BENEFITS	5200	0.00	16.39
EMPLOYEE BENEFITS-DIRECT	5201	107.42	693.01
EMPLOYEE SALARIES	5300	0.00	70.72
EMPLOYEE SALARIES-DIRECT	5301	238.50	1,662.52
FACILITY EXPENSES	5470	0.00	100.29
INSURANCE	5500	0.00	149.29
MEMBERSHIP FEES	5650	0.00	9.23
MEMBERSHIP FEES-DIRECT	5651	0.00	0.36
OFFICE SUPPLIES	5800	0.00	89.81
OFFICE SUPPLIES-DIRECT	5801	0.00	78.69
TRAVEL-NON TAXABLE	6150	0.00	8.09
TRAVEL NONTAXABLE-DIRECT	6151	0.00	36.40
PROFESSIONAL SERVICES-ADMIN	6400	0.00	1.33
PROFESSIONAL SERVICES-DIRECT	6401	0.00	0.39
Total ADMINISTRATIVE/TRAINING		345.92	2,955.48
Total EXPENSES		345.92	2,955.48
EXCESS OF REVENUES OVER EXPENDITURES		(345.92)	(1,828.48)

12

CDBG: \$61,363.00

Match: \$ 6,818.50

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Why Not Us, LLC
114 South Wilson
Jefferson IA 501299

PROJECT: Centennial Block
220,802

ALA DOCUMENT G702

PAGES

PAGE ONE OF

APPLICATION NO: 1

Distribution to:

X	OWNER
X	ARCHITECT
X	CONTRACTOR

FROM CONTRACTOR:
Westbrooke Construction Company
7207 Douglas Avenue
Urbandale, IA 50322

VIA ARCHITECT:
The Franks Design Group
410 First Street
Glenwood, IA 51534

PERIOD TO:
CONTRACT NO: 220,802
PROJECT NOS:
CONTRACT DATE: 7/1/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	\$ 353,290.00
2. Net change by Change Orders	\$ 527.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 353,817.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 71,770.00

5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 3,588.50
b. 5 % of Stored Material (Column F on G703)	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 3,588.50

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 68,181.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8. CURRENT PAYMENT DUE	\$ 68,181.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3, less Line 6)	\$ 285,635.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$527.00	
TOTALS	\$527.00	\$0.00
NET CHANGES by Change Order	\$527.00	

CONTRACTOR: Westbrooke Construction Company

By: *Jan Thomas Conway* Date: 9-6-24

State of IOWA
Notary Public:
My Commission expires
Country of POLK
City of JAN THOMAS CONWAY
Commission Number 858341
My Commission Expires August 23, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 68,181.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: *[Signature]* Date: 9/6/2024
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5002

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

13

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
 APPLICATION DATE: 9/6/24
 PERIOD TO: 9/6/24
 ARCHITECT'S PROJECT NO: 220.802

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
1	Project Bond	\$9,500.00		\$9,500.00		\$9,500.00	100.00%	\$75.00
2	Project management	\$41,515.00		\$6,500.00		\$6,500.00	15.66%	\$325.00
3	Temp facilities, equipment	\$4,125.00		\$500.00		\$500.00	12.12%	\$25.00
4	dump fees, cleanup	\$4,905.00		\$425.00		\$425.00	8.66%	\$21.25
5	Demolition	\$4,880.00		\$3,880.00		\$3,880.00	79.51%	\$194.00
6	Masonry	\$2,200.00				\$2,200.00		
7	Framing L&M	\$22,760.00		\$20,760.00		\$20,760.00	91.21%	\$1,038.00
8	Trim L&M	\$24,140.00				\$24,140.00		
9	Cabinet L&M	\$7,000.00				\$7,000.00		
10	Countertop Allowance	\$3,500.00				\$3,500.00		
11	Insulation	\$5,331.00				\$5,331.00		
12	Roofing	\$3,500.00				\$3,500.00		
13	Door L&M	\$8,250.00				\$8,250.00		
14	Door hardware L&M Allowance	\$2,500.00				\$2,500.00		
15	Drywall	\$19,872.00				\$19,872.00		
16	Flooring	\$12,500.00				\$12,500.00		
17	Stair Cpt Allowance	\$2,000.00				\$2,000.00		
18	Ceramic tile	\$5,500.00				\$5,500.00		
19	Paint	\$5,526.00				\$5,526.00		
20	Toilet accessory L&M allowance	\$500.00				\$500.00		
21	Appliance allowance	\$12,000.00				\$12,000.00		
22	Plumbing	\$11,579.00		\$5,298.00		\$5,298.00	45.76%	\$264.90
23	Plumbing Fixture Allowance	\$9,000.00		\$2,281.00		\$2,281.00	25.34%	\$114.05
24	HVAC	\$35,148.00		\$16,340.00		\$16,340.00	46.49%	\$817.00
25	Electrical	\$60,470.00				\$60,470.00		
26	Lighting Fixture Allowance	\$4,090.00				\$4,090.00		
COI		\$527.00				\$527.00		
OH&P		\$30,999.00		\$6,286.00		\$6,286.00	20.28%	\$314.30
27	GRAND TOTALS	\$353,817.00	\$0.00	\$71,770.00	\$0.00	\$71,770.00	20.28%	\$3,588.50

14

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISION
PERTAINING TO WATER RATES

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

SECTION 1. Section Amended. Section 92.02 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

92.02 RATES FOR SERVICE. Water services shall be furnished at the following monthly rates within the City:

(Code of Iowa, Sec. 384.84)

Cubic Feet Used Per Month	Rate
First 134	\$13.72 (minimum bill)
All Over 134	\$8.61 per 100 cubic feet

SECTION 2. 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 3. When effective. This ordinance shall be effective as of the beginning of the monthly water and sewer billing cycle that commences immediately after this ordinance is published as required by law.

Finally passed by the Council and approved on October 8, 2024.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

- - - -

I hereby certify that the foregoing ordinance was published in The Jefferson Herald on _____, 2023.

Roxanne Gorsuch, City Clerk

15

SECTION 00991 – CHANGE ORDER

(Instructions on reverse side)

No. 6

PROJECT: Wastewater Treatment Facility Improvements

DATE OF ISSUANCE: September 13, 2024

EFFECTIVE DATE: September 24, 2024

OWNER: City of Jefferson, IA

ENGINEER'S Project No.: OM2.123801

CONTRACTOR: Shank Constructors

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

Resurfacing concrete walls and interior launders of Clarifier 3 cementitious surfacing product prior to coating.

Reason for Change Order:

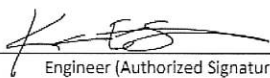
Existing clarifier walls were not fully coated and previous partial coating had failed, resulting in significant exposed aggregate and bug holes in concrete walls and launder in Clarifier 3 (a condition unknown prior to draining clarifier). Concrete needs to be resurfaced prior to coating to prevent new coating system from failing prematurely.

Attachments: (List documents supporting change)

Contractor's Potential Change Order #043, dated 8/28/2024.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
<u>\$17,504,700.00</u>	Substantial Completion : <u>610</u> days or dates Ready for final payment : <u>735</u> days or dates
Net changes from previous Change Orders No. <u>1</u> to No. <u>5</u>	Net changes from previous Change Orders No. <u>--</u> to No. <u>3</u>
<u>\$573,667.72</u>	<u>200/166</u> days
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
<u>\$18,078,367.72</u>	Substantial Completion : <u>810</u> days or dates Ready for final payment : <u>901</u> days or dates
Net Increase (Increase/Decrease/No Change) of this Change Order	Net Increase (Increase/Decrease/No Change) of this Change Order
<u>\$113,226.99</u>	<u>00</u> days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
<u>\$18,191,594.71</u>	Substantial Completion : <u>810</u> days or dates Ready for final payment : <u>901</u> days or dates

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 9/13/2024

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

16

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed, any effect of a Change Order thereon should be addressed.

For supplemental instructions and monitor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachment based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.



Shank Constructors
 3501 85th Ave N
 Minneapolis, Minnesota 55443
 Phone: (763) 424-8300

Project: 1316 - Jefferson WWTF Improvements
 605 W. Russell St.
 Jefferson, Iowa 50129
 Phone: 515-386-4711

Prime Contract Potential Change Order #043: CE #084 - Clarifier 3 Wall Skim Coating

TO:	City of Jefferson 605 W. Russell St. Jefferson, Iowa 50129	FROM:	Shank Constructors 3501 85th Ave N Brooklyn Park, Minnesota 55443
PCO NUMBER/REVISION:	043 / 0	CONTRACT:	1 - Waste Water Treatment Facilities Improvements - Jefferson, IA
REQUEST RECEIVED FROM:		CREATED BY:	Josh Carr (Shank Constructors)
STATUS:	Pending - Pricing	CREATED DATE:	8/28/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$113,226.99

POTENTIAL CHANGE ORDER TITLE: CE #084 - Clarifier 3 Wall Skim Coating

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #084 - Clarifier 3 Wall Skim Coating

In Clarifier 3 a cementitious re-surfaced to be applied to the areas with exposed aggregate and any bug holes and voids filled by the product data sheet recommendation prior to application.

ATTACHMENTS:

#3318rv1 Shank Clarifier 3 Skim Coating.pdf

#	Budget Code	Description	Amount
1	20-2090.000.Subcontract Painting Contractors	Skimming Clarifier Walls and Laundering Troughs	\$102,605.00
2	1555-58010.000.Labor Jobsite Superintendent	Supervision	\$2,500.00
		Subtotal:	\$105,105.00
		Small Tools (5.00% Applies to Labor.):	\$125.00
		Safety (0.50% Applies to Material, Other, Labor, Equipment, and Subcontract.):	\$526.15
		Clean Up (0.25% Applies to Material, Other, Labor, Equipment, and Subcontract.):	\$264.39
		Subcontract Fee (5.00% Applies to Subcontract.):	\$5,130.25
		Contractor Fee (15.00% Applies to Material, Other, Labor, and Equipment.):	\$396.71
		Bond (0.75% Applies to Material, Other, Labor, Equipment, and Subcontract.):	\$836.61
		Insurance (0.75% Applies to Material, Other, Labor, Equipment, and Subcontract.):	\$842.88
		Grand Total:	\$113,226.99

18



Proposal and Contract

August 26, 2024

#3318rv1

Shank Constructors
3501 85th Ave N
Brooklyn Park, MN 55443

Attention: Carson Velcheck

The following is a lump sum price to resurface the walls and launders with either Sika or Steal Seam in one clarifier located at the WWTP in Jefferson, IA. There is an estimated 3,281 sq ft for this project. Included in the pricing is all materials, labor, and equipment.

Surface Preparation:

SSPC-SP 6/NACE 3 (commercial blast clean) A commercial blast cleaned surface, when viewed with out magnification, shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products, and other foreign matter. Random staining shall be limited to no more than 33 percent of each unit area of surface (3 in. x 3in.) and may consist of light shadows, slight streaks, or minor discolorations.

Coating System: Sika or Sherwin Williams

All coatings will be installed following the manufacturers recommendations.

Conditions:

- A.B.C. project leader will coordinate the schedule of work on a daily basis with the designated customer representative.
- Owner will supply all utilities for this project (Water, Electricity, Etc.)
- Dry product containers and other project waste will be placed in an owner supplied waste receptacle.
- Un-controlled spills, leaks or work stoppages that would hinder normal preparation and application procedures will be charged as a Time and Material Extra. We will supply foreman sheets for owner to sign off on for approval when this happens.
- Any delays caused by other trades will be charged as a time and material extra.
- Scope and parameters of work will be verified prior to start of project.
- A minimum of 35° will be needed for coating.
- Any additional square footage above what is listed will be charged as a Time and Material Extra.
- The Sika option is estimated to take 12 days and the Steal Seam option is estimated to take 4 days.

Lump Sum Price:

Sika:
\$115,386.00

Sherwin Williams:
\$102,605.00

Plus all applicable taxes
We appreciate your business

Payment Terms: Net 30 days from date of invoice. Over due payments will bear interest at 1-1/2% per month or the maximum legally permissible rate, whichever is less.

THIS CONTRACT IS SUBJECT TO THE CONDITIONS ON THE ATTACHED SHEET.

Those conditions set out on the attached sheet are in an integral part of this contract and are made a part hereof by this reference and are fully binding on all parties hereof.

This proposal must be accepted within 15 days of the date hereof to become a valid contract. By signing below you signify acceptance of the above proposal setting forth a contract agreement.

Company: _____ By: _____

Date: ____/____/____ Title: _____

Sign and return a copy to Allen Blasting and Coating, Inc.

19

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Living Roadway Trust Fund Grant
for Cities

RECIPIENT: City of Jefferson

PROJECT NAME: Jefferson Street tree planting on Olive and Locust

AGREEMENT / PROJECT NO.: 90-00-LR25-302

AGREEMENT EXPIRATION DATE: 12/31/2025

Grant Amount: \$11000.00

Total Matching Funds: \$3340.00

Total Project Cost: \$14340.00

Authorizing Official:

Scott Peterson
City Administrator, City of Jefferson
220 N. Chestnut St.
Jefferson, IA 50129
5153863111
scottp@cityofjeffersoniowa.org

Project Coordinator/Manager:

Brad Riphagen
Tree Committee Volunteer, City of Jefferson
1005 240th St
Jefferson, IA 50129
5153701291
briphagen@treesforever.org

Iowa Department of Transportation:

Ms. Tara Van Waus
Living Roadway Trust Fund Administrator
Office of Design
Highway Division
800 Lincoln Way
Ames, IA 50010
Phone: 515-460-2953
Email: tara.vanwaus@iowadot.us



This is an agreement between the City of Jefferson (hereinafter referred to as **RECIPIENT**) and the Iowa Department of Transportation (hereinafter referred to as the **DOT**).

RECITALS

1. The **RECIPIENT** submitted an application to the **DOT** for funding through the Living Roadway Trust Fund (LRTF) under Iowa Code section 314.21, and the application was approved by **DOT** staff action on July 30, 2024.
2. Pursuant to the terms of this agreement and applicable statutes, the **DOT** agrees to provide funding in the amount of \$11000.00 to the **RECIPIENT** for the authorized and approved costs for eligible items associated with the development of Jefferson Street tree planting on Olive and Locust. This project shall be completed no later than 12/31/2025 with final request for reimbursement to be received by the **DOT** within ninety (90) days of the completion date. If the **RECIPIENT** requires additional time to fulfill the terms of this agreement, a request for an extension of time shall be submitted to the LRTF Coordinator prior to the expiration date.
3. The **Project Coordinator/Manager** shall be responsible for reporting in writing to the Living Roadway Trust Fund Coordinator involvement in any projects that are connected in any way to the project outlined in this agreement and receive additional funding from the LRTF or other Resource Enhancement and Protection (REAP) programs. Failure to do so may result in revocation of LRTF funding approval for this project.
4. This agreement shall be executed and delivered in two (2) or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.

In consideration of the foregoing and the mutual promises contained in the agreement, the parties agree as follows:

SECTION 1: AUTHORITY

1. The Authorizing Official and the Project Coordinator/Manager representing the **RECIPIENT** shall be responsible for carrying out the provisions of this agreement.
2. Approval from the **DOT** is required in order to change the Project Coordinator/Manager representing the **RECIPIENT**.
3. It is mutually understood between the parties that the final authority in transportation matters now vested in the **DOT** by federal and state statutory and case law shall not be affected by this agreement.

SECTION 2: GRANT

1. The **RECIPIENT** shall be responsible for the development and completion of the project as described in the application, of which a copy of the original is attached hereto and by this reference incorporated into this agreement as EXHIBIT A.
2. Eligible project costs for the project described in section 2, subsection 1 of this agreement, listed above, which are incurred after the effective date of this agreement (see section 5).
3. The portion of the total project costs paid to the **RECIPIENT** shall not exceed \$11000.

RECIPIENT LRTF Funds (Grant):	\$11000.00
RECIPIENT Local Contribution:	<u>\$3340.00</u>
LRTF Project Total:	\$14340.00

4. The local contribution stated above, and in Exhibit A, may include cash or non-cash contributions to the project. The **RECIPIENT** shall certify to the **DOT** the value of any non-cash contribution to the project prior to it being incorporated into the project. For right of way contributions, the **RECIPIENT** shall submit an appraisal and a check appraisal from qualified independent appraisers previously approved in writing by the **DOT**.
5. The **DOT** reserves the right to review the **RECIPIENT's** certificate of value and has sole authority to determine the value of the **RECIPIENT's** non-cash contribution for the purposes of this agreement. If, as a result of the **DOT's** determination, the **RECIPIENT's** total cash and non-cash contribution is below that stated in the terms of this agreement, the **RECIPIENT** shall increase its cash contribution in order to complete the **RECIPIENT's** local contribution, or the grant or loan amount associated with this project shall be reduced accordingly.
6. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the **DOT** shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice. The **DOT** shall reimburse all eligible costs incurred up to and including this notice date.
7. Any revenue generated by interest payments on funds received by the **RECIPIENT** or by sales under this agreement shall be credited to the project.

SECTION 3: WORK

1. The **RECIPIENT** shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
2. The **RECIPIENT** shall be responsible for obtaining any permits, such as the Right to Occupy and Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and other construction permits required for the project prior to the start of construction.
3. Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from **DOT**.
4. In addition, the **RECIPIENT** shall certify to the **DOT**'s LRTF Coordinator that all known required environmental clearances have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.
5. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) as adopted pursuant to 761 Iowa Administrative Code (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
6. The work on this project shall be in accordance with the grant application, survey, plans, specifications, and estimates on file. Any modification of these documents must be approved by the **DOT** in writing prior to the modification being put into effect.
7. For portions of the project let to bid, the **RECIPIENT** shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the **RECIPIENT** shall provide the **DOT** file copies of project letting documents within five (5) working days after the letting. The **RECIPIENT** shall wait for **DOT** concurrence before making the final award.
8. The **RECIPIENT** shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3(80). The **RECIPIENT** shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The **RECIPIENT** shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
9. The **RECIPIENT** shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement.
10. The **RECIPIENT** shall be responsible for the daily inspection of the project. For projects let to contract, the **RECIPIENT** shall compile a daily log of materials and quantities. For projects constructed with local forces, the **RECIPIENT** shall compile a daily log of materials, equipment and labor on the project. The **DOT** reserves the right to inspect

project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.

11. Originals of all documents including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this agreement, are to be the joint property of the political jurisdiction and governmental agencies participating in the project. Copies of said documents will be made available to such participants upon request.
12. The **RECIPIENT** shall require its contractors to permit the **DOT's** authorized representatives to inspect all work, materials, records, and any other data related to the Jefferson Street tree planting on Olive and Locust project approved and authorized through this agreement.
13. The **RECIPIENT** shall maintain all books, records and accounts, documents, papers, reports, other sources of information, as may be determined by the **DOT** to be pertinent to ascertain compliance with this agreement. The **RECIPIENT** shall also make such materials and its facilities available at all reasonable times during the project agreement period and for three years from the date of final reimbursement, for inspection by the **DOT**. Copies of said materials shall be furnished by the **RECIPIENT** if requested.
14. Project progress reports are due on a quarterly basis in digital format and shall be received by the DOT within 30 calendar days of the end of the quarter. For the purposes of this agreement, the quarters for each calendar year shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
15. Upon completion of the project described in this agreement, the project coordinator/manager shall submit the final report in digital format to the DOT no later than 45 days after the project completion or grant end date, whichever is sooner. For **RECIPIENTs** that have purchased equipment, the project coordinator/manager shall submit the final report to the DOT no later one (1) year after the purchase date of said equipment. A presentation at the soonest statewide IRVM meeting on the performance of the equipment may be required within this same time period. Where any information required of the **RECIPIENT** is in the exclusive possession of another who fails or refuses to furnish this information, the **RECIPIENT** shall so certify to the **DOT** and shall set forth what efforts it has made to obtain the information. Work performed under the provisions of this agreement shall be maintained into perpetuity.

SECTION 4: PROPERTY AND EQUIPMENT

1. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies

Act of 1970, as amended.

2. When property and equipment is purchased with LRTF funds, the **RECIPIENT** agrees that the property and equipment shall be used for the provision of integrated roadside vegetation management; within roadside rights-of-way or areas approved in writing by the DOT, for the life of the property and equipment as determined by the **DOT**. Title to all property and equipment purchased pursuant to the agreement shall rest with the **RECIPIENT** of this agreement.
3. The **RECIPIENT** shall permit the **DOT** or its authorized representatives to inspect all property and equipment purchased or used to comply with this agreement.
4. The **RECIPIENT** agrees, within 45 days of acceptance of equipment financed through this agreement, to submit an inventory report including photographs of equipment purchased.
5. If the property and equipment is not continuously used for vegetation management in the rights-of-way in a manner described by the application and the guidelines for the LRTF program, the **RECIPIENT** shall immediately notify the **DOT**. If the property and equipment is not maintained in a usable condition, it shall be considered to not be in continuous use. The **DOT** shall then determine whether the property and equipment should be transferred to another LRTF **RECIPIENT** for continued use. If the **DOT** determines there is no need for the property and equipment among other LRTF **RECIPIENTs**, the **DOT** may authorize local disposal through sale.
6. If the property and equipment is sold, it shall be sold by the **RECIPIENT** at the highest price obtainable at public or private sale, subject to written approval of the sale price by the **DOT**.

SECTION 5: REIMBURSEMENT

The **DOT** reimburses for expenses up to the limits described in this agreement as follows:

1. The **RECIPIENT** has specified that they will submit periodic reimbursement requests One Time (at conclusion of project).
2. All costs submitted for reimbursement or to be counted as matching funds shall not be incurred until after this agreement is fully executed by the **DOT**.
3. Prior approval by the DOT is required before there can be any change to the scope of work and budget in the grant application approved by the DOT. For any individual work plan item not implemented by the **RECIPIENT** prior to the expiration date of this agreement, there will be no reimbursement by the **DOT**.

4. All reimbursement requests and direct vendor payment requests shall be submitted to the **DOT** using form 841700 Claim for Reimbursement of Living Roadway Trust Fund Project Costs located on the DOT website at <https://iowadot.seamlessdocs.com/sc/> and attached as EXHIBIT B. Reimbursement requests and direct vendor payment requests submitted without form 841700 properly completed or without the required documentation of costs incurred shall be returned to the **RECIPIENT** without being processed with a request for correction and resubmittal.
5. For each work plan item of this agreement the **DOT** will, upon receipt of appropriate request and sufficient documentation, reimburse the **RECIPIENT** for the lesser of the amount established in this agreement or the actual expense. Any cost overruns shall be paid solely by the applicant.
6. The **RECIPIENT** may submit to the **DOT** periodic itemized claims for reimbursement for eligible project costs as often as monthly but no less than quarterly. Periodic reimbursement requests shall be received by the DOT no later than 45 days after the end of the month or end of the quarter, whichever has been indicated in section 5 subsection 1 of this agreement by the **RECIPIENT**. Reimbursement claims shall include an original signature certification by the authorizing official that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
7. All requests for reimbursement must be itemized by work plan item, hours, pay classification, direct expenses and indirect expenses as applicable so as to allow the **DOT** to verify that the costs submitted conform to the items as outlined in this agreement.
8. Quarterly reimbursement requests shall include the status of all work plan items present in the approved application and agreement. Payment will be withheld until the status report is received in digital format.
9. All **RECIPIENTS** requesting reimbursement of indirect costs shall submit a current approved cost allocation plan or federally approved indirect cost rate documentation approved by the **DOT**.
10. All requests for reimbursement of equipment acquired as provided for in section 4 of this agreement must be accompanied by a copy of an invoice from the vendor. All original invoices must be received and reviewed by the **RECIPIENT** and verification of correct quantities and costs for items received must be indicated. The **RECIPIENT** shall sign and print their name and date the invoice to certify that receipt of the indicated invoice items has taken place.
11. The **DOT** shall reimburse the **RECIPIENT** for properly documented and certified claims for eligible construction project activity costs, less a retainage, if applicable to the project, of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the **DOT**

determines the **RECIPIENT** is overpaid, the **RECIPIENT** shall reimburse the overpaid amount to the **DOT**.

12. Upon completion of the project described in this agreement, the project coordinator/manager of the grant project shall certify in writing by letter to the **DOT** that the project activities were completed in substantial compliance with the requirements set forth in this agreement. Final reimbursement shall be made only after the **DOT** accepts the project as complete. In order to be considered complete, the provisions set forth in section 3 subsection 15 of this agreement must be met.
13. Final reimbursement requests by the **RECIPIENT** to the **DOT** shall be received no later than ninety (90) days after the completion of the project or the expiration date of this agreement, whichever is sooner. Failure to submit requests by this time, without prior approval, shall result in loss of remaining grant funding.
14. The **DOT** reserves the right to delay reimbursement of funds to the **RECIPIENT** if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the **DOT** shall so notify the **RECIPIENT** in writing and shall give the **RECIPIENT** an estimate of when reimbursement might be expected. The **DOT** shall establish a system to equitably make reimbursements to all **RECIPIENT**s so affected.

SECTION 6: SUBMITTALS

1. Papers, interim reports, forms, or other materials, which are a part of the work set forth in this agreement, shall not be copyrighted without written approval of the **DOT**. If written approval is given, such approval shall be subject to all applicable federal and state laws, rules and regulations.
2. Publications by either party shall give credit to the other party. However, if the **DOT** does not wish to subscribe to the findings or conclusions of the study, the following statement shall be included on the credit sheet: "The opinions, findings, and conclusions expressed in this report are those of the authors, who are responsible for the facts and accuracy of the material presented herein. The contents do not necessarily reflect the official views, policies, or conclusions of the **DOT**". It is the responsibility of the **RECIPIENT** to contact the **DOT** to ascertain the stance **DOT** wishes to take before the credit sheet is prepared.
3. Either party to this agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

SECTION 7: DEFAULT

1. This agreement may be declared to be in default by the **DOT** if the **DOT** determines that

the **RECIPIENT**'s application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the **DOT** determines that the project is not being developed as described in the application.

2. If the **RECIPIENT** fails to perform any obligation under this agreement, the **DOT** shall have the right, after first giving thirty (30) days written notice to **RECIPIENT** by certified mail return receipt requested, to declare this agreement in default. The **RECIPIENT** shall have thirty (30) days from date of mailing of notice to cure the default. If the **RECIPIENT** claims to have cured the default, it shall notify **DOT** no later than five (5) days after taking the action it claims has cured the default. **DOT** shall have sole discretion, without further notice, to determine whether or not any action taken has cured the default.
3. In the event a default is not cured, the **DOT** may revoke funding commitments and seek repayment of funds loaned or granted by this agreement. By signing this agreement, the **RECIPIENT** agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the **DOT** and may include cash repayment, installment repayments with negotiable interest rates, charges against the **RECIPIENT**'s share of road use tax funds, or other methods as approved by the **DOT**.

SECTION 8: GENERAL

1. All notices required under this agreement shall be made in writing to the **DOT**'s and the **RECIPIENT**'s contact person. The **DOT**'s contact person shall be Tara Van Waus, Living Roadway Trust Fund Coordinator, Iowa Department of Transportation, Office of Design, 800 Lincoln Way, Ames, Iowa, 50010, 515-460-2953, email: tara.vanwaus@iowadot.us. The **RECIPIENT**'s contact person shall be Brad Riphagen, Tree Committee Volunteer, City of Jefferson 1005 240th St Jefferson, IA 50129 (5153701291) briphagen@treesforever.org.
2. The **RECIPIENT** agrees to defend, indemnify and hold **DOT** harmless from any and all liability arising out of or relating in any manner to the above-referenced project, including any and all suits, actions, or claims of any character arising out of or relating in any manner to the above-referenced project, including as well, but not limited to, matters relating to research, purchase of equipment, representation of the LRTF program at public events and the design, construction, maintenance, placement of traffic control devices, or inspection of the work associated with this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the **DOT**'s application review and approval process, work plan review and guidance, plan and construction reviews, and funding participation. It includes but is not limited to claims for acts and omissions for which the **DOT** alone was or would be responsible.
3. The **RECIPIENT** shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code chapter 216, the Iowa Civil Rights Act of 1965. No person shall, on the grounds of age, race, creed, sex, color, national

origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the **RECIPIENT** receives state funds from the **DOT**.

4. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures.
5. If any part of this agreement is found to be void and unenforceable then the remaining provisions of the agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the **DOT**.
7. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
8. This agreement as set forth in sections 1 through 9 herein, including referenced **EXHIBITS**, constitutes the entire agreement between the **DOT** and the **RECIPIENT** concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the **DOT** and **RECIPIENT**.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT FOR AN IOWA
DEPARTMENT OF TRANSPORTATION
LIVING ROADWAY TRUST FUND GRANT

WHEREAS, the City of Jefferson, Iowa (the “City”) is committed to fostering the presence of roadside vegetation that is safe, visually appealing, and ecologically integrated; and

WHEREAS, the Iowa Department of Transportation administers (the “DOT”) the Living Roadway Trust Fund (“LRTF”) which provides funding for integrated roadside vegetation management activities that preserve, plant, and maintain roadside vegetation;

WHEREAS, the City applied for and was awarded a LRTF grant in the amount of \$11,000.00 (the “Grant”) to provide funding for tree planting in the City right-of-way along Olive and Locust Streets (the “Project”);

WHEREAS, the City desires to enter into an Agreement for a Living Roadway Trust Fund Grant for Cities (the “Agreement”) with the DOT whereby the City agrees to provide matching funds totaling \$3,340.00 towards the Project, among other terms;

WHEREAS, a proposed form of the Agreement that is now before the City Council; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that it approve the Agreement and award of Grant funds.

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

Section 1. The proposed Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 2. 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 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 September 24, 2024.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

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 9-13-2024.

2. A copy of a plat of survey prepared by Eugene R. Dreyer ^{Bolton} & Menk, an Iowa registered land surveyor, dated 20 June 2024, showing the land proposed to be divided is attached to this application.

3. The purpose of this proposed division is: Additional property on which to build a playground

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:

Greene County Community School District
101 Ram Drive, Jefferson, IA 50129

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.

Greene Co. Early Learning Center, 306 S. Vine

Greene Co. Community School District, 203 W. Harrison
515-386-4168

6. (a) The existing zoning classification of the property covered by the plat is CBC. (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 _____.)

(b) The zoning classification(s) for the adjoining properties is/are as follows: CBC. (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 _____.)

7. (Check applicable paragraph:)

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

_____ 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: 9/17/24

Cheri Cerny
Executive Director

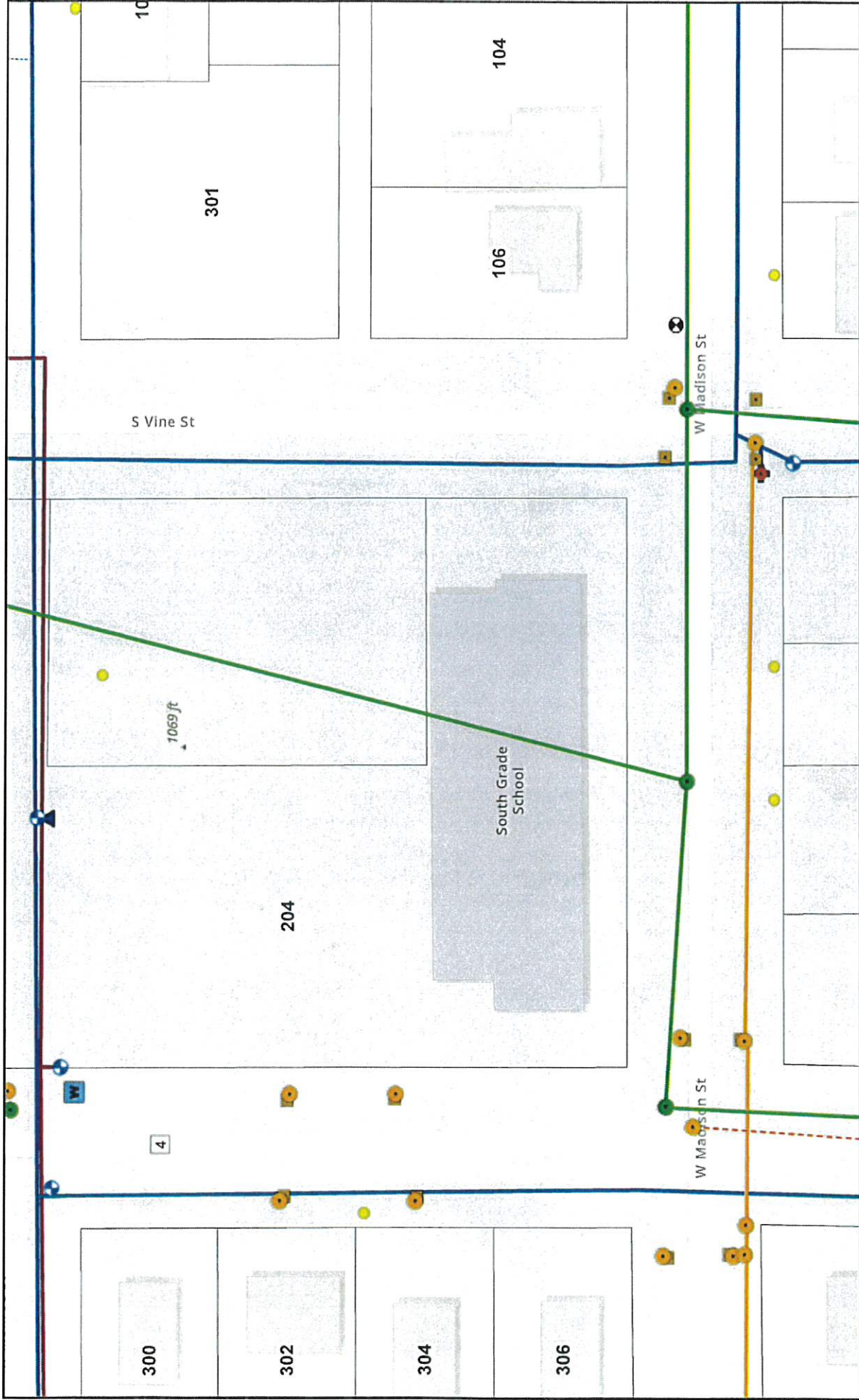
APPROVAL RECOMMENDED/NOT RECOMMENDED

City Engineer Date

APPROVAL RECOMMENDED/NOT RECOMMENDED

City Administrator Date

Location Map



9/20/2024, 9:21:32 AM

1:1,128

- | | | | |
|------------------|------------------------------|----------------|--------------------|
| Sanitary Manhole | Storm Intake | Water Curbstop | Wells |
| Sanitary Pipe | Storm Drainage District Tile | Water Valve | Fittings |
| Main | Storm Pipe | Gate | Water Service Pipe |
| Storm Manhole | Water Hydrant | Unclassified | City Limits |
| | | | Parcels |

0 0.01 0.02 0.04 mi
 0 0.01 0.02 0.04 km

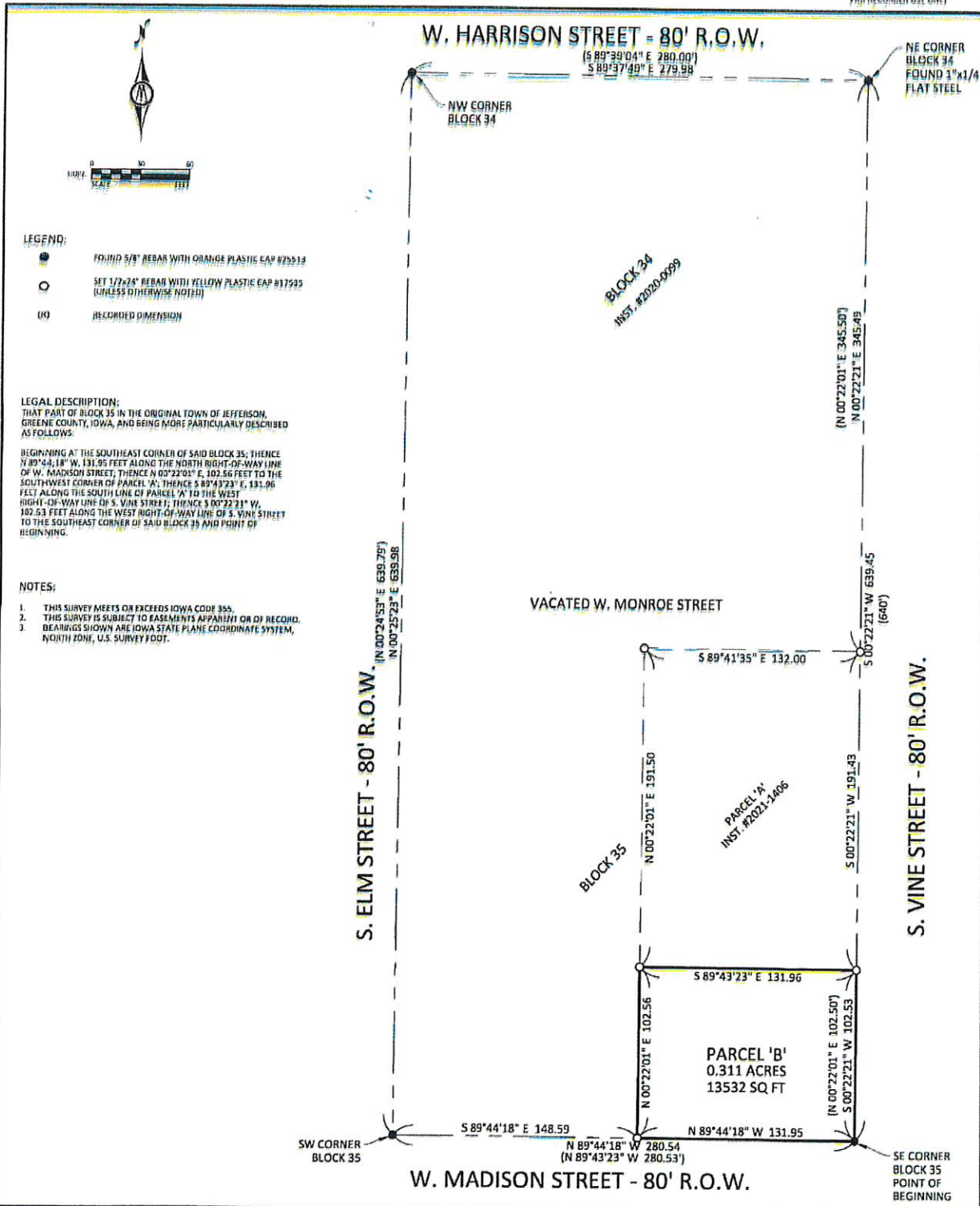
Esri, Community Maps Contributors, Iowa DNR, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA,

City of Jefferson, Greene County, Esri

35

INDEX LEGEND	
LOCATION	PART OF BLOCK 35, ORIGINAL TOWN OF JEFFERSON, GREENE COUNTY, IOWA
REQUESTOR	GREENE COUNTY EARLY LEARNING CENTER
PROFFER FOR	GREENE COUNTY SCHOOL DISTRICT
SURVEYOR	EUGENE R. DREYER, P.L.S. #17333
SURVEYOR COMPANY	BOLTON & MENK, INC.
RETURN TO:	EUGENE R. DREYER, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515) 233-6100

FOR RECORDER USE ONLY



PLAT OF SURVEY

PART OF BLOCK 35, ORIGINAL TOWN OF JEFFERSON, GREENE COUNTY, IOWA



I hereby certify that this land surveying document was prepared by me and the title and contents were approved 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.

EUGENE R. DREYER
 LICENSE NUMBER: 17333 DATE: 6/20/24
 MY LICENSE RENEWAL DATE IS: 12/31/2024



BOLTON & MENK
 1519 BALTIMORE DRIVE
 AMES, IA 50010
 (515) 233-6100

SHEET
 1
 OF
 1

36

RESOLUTION NO. _____

A RESOLUTION APPROVING
GREENE COUNTY COMMUNITY SCHOOL DISTRICT
PLAT OF SURVEY

WHEREAS, Greene County Early Learning Center, purchaser of the property described herein from the Greene County Community School District, requested the City Council of Jefferson to approve a plat of survey prepared by Eugene R. Dreyer of Bolton & Menk, Inc., dated June 20, 2024, covering the following described property:

Parcel B in Block 35, in the Original Town of Jefferson, Greene County, Iowa;
located adjacent to and southeast of 306 South Vine Street, in Jefferson, Iowa; and

WHEREAS, the applicant has represented that Greene County Community School District is the current owner of the land described in the proposed plat of survey and have provided the information required by Section 166.22 of the Code of Ordinances of the City of Jefferson; and

WHEREAS, the City Engineer and City Administrator have recommended that said plat be approved; and

WHEREAS, based on its review of the plat and the information provided the City Council finds that the plat should be approved.

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

Section 1. The plat of survey described above prepared by Eugene R. Dreyer of Bolton & Menk, Inc., dated June 20, 2024, is hereby approved.

Section 2. The Mayor, City Clerk and City Administrator are authorized and directed to execute such instruments as may be necessary to confirm the approval of this plat of survey and 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 September, 24, 2024.

Craig J. Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

Prepared by: David F. Morain, 101 N Grimmell, Jefferson, IA 50129 (515) 386-5428
Return document to: David F. Morain, 101 N Grimmell, Jefferson, IA 50129 (515) 386-5428

CERTIFICATE OF RESOLUTION APPROVING
GREENE COUNTY COMMUNITY SCHOOL DISTRICT
PLAT OF SURVEY

STATE OF IOWA)
) ss:
COUNTY OF GREENE)

I, Roxanne M. Gorsuch, being first duly sworn on oath, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Jefferson, and that as such I have access to the corporate records of said City and of its Council and its officers, including all records relating to the approval of the plat of survey for the following described property:

Parcel B in Block 35, in the Original Town of Jefferson, Greene County, Iowa;

and that I have carefully compared the attached copy of Resolution No. _____, A Resolution Approving Greene County Community School District Plat of Survey, with said records and that said copy is a true, correct and complete copy of such resolution. I further certify that at the meeting at which said resolution was adopted a quorum was present and the same was adopted pursuant to motion made, seconded and carried.

Roxanne Gorsuch, City Clerk

Subscribed and sworn to before me by Roxanne Gorsuch on _____, 2024.

(Seal)

Signature of Notary Public

38

September 12th, 2024

MFRC - Report

Summary: It has been a very productive month. Overall I have been very busy with the schools and the community as well.

Monthly Highlights:

Business/Community :

- Ken Paxton and I have been introducing MFRC organization services to City of Johnston, City of Scranton, City of Ripey and the City of Paton during council meetings.
- I have been participating once a week for an hour at the Food Pantry.
- On September 12th, Jason and I went to the Job Fair at DMAACC in Perry and It was a great turn out. There were more than 25 people in attendance the fair. We are planning to go back in November 2024.
- Interpreted for a couple of interviews at AI with Kristen Russell.
- Participated and networking at the Greene County Community Coalition meeting at the ISU Extension office. There were more than 15 social organizations and they meet once a month.
- I talked about the MFRC services at the Department of Public Health Team Greene County.
- Ken and I participated at the Clergy Association. We talked about the MFRC services.

School:

- Participated from 12:00 pm to 7:00 pm at the Open House in the schools and provided interpreting services to families
- Krisiten Haupel and I have established weekly meetings to set goals for the week.

Ukrainian Project:

- Irina hasn't improved overall. No communication at this point.

New Business/Recommendations:

- I will be participating at the Cultural Assistance with Kristen Haupel. And Homecoming events.
- I will be talking about MFRC services at the Kiwanis meeting this month.
- Elementary Parent Teacher Conferences will be in October.
- Currently I am working with Latinas to get them involved with the HOPE organization and become volunteers at the Midwest Mission. We are working on creating a support group to empower women to be involved in their children's education and integration in our community.
- You are all invited to Java & Juice on Friday September 13th at 9:00 am.

COUNCIL MEETING

September 10, 2024

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Berry presided.

Gary Turner addressed the Council during the open forum and said he wanted to say thanks as he is seeing progress with the nuisance property on the North side of town.

On motion by Zmolek, second by Wetrich, the Council approved the following consent items: August 27, 2024 Council Minutes, Appoint Birton Davis to the Airport Commission for a term to expire December 31, 2025 and payment of monthly bills from City funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Jackson, second by Wetrich, the Council approved the first reading of an Ordinance amending the code of ordinances of the City of Jefferson, Iowa, 2017, by amending provision pertaining to water rates.

AYE: Zmolek, Wetrich, Jackson, Ahrenholtz

NAY: Sloan

On motion by Wetrich, second by Sloan, the Council approved pay estimate #2 to InRoads, LLC in the amount of \$595,841.70 for East Lincoln Way Project.

AYE: Wetrich, Sloan, Ahrenholtz, Zmolek, Jackson

NAY: None

On motion by Zmolek, second by Jackson, the Council approved pay estimate #19 to Shank Constructors, Inc. in the amount of \$401,516.55 for Wastewater Treatment Plant Project.

AYE: Sloan, Jackson, Ahrenholtz, Wetrich, Zmolek

NAY: None

The following bills were approved for payment from the City funds:

A1 AUTOMOTIVE	PD VEH MAINT	1,191.08
ABC PEST CONTROL	PEST CONTR	416.81
ACCESS SYSTEMS LEASING	CPIER LSE	1298.16
ACCO UNLIMITED CORP	PL AQUA CLIMB PROJ	16,456.35
ACUSHNET COMPANY	GCRSE MERCH	649.74
ADVANCED WASTE SOLUTIONS	GCRSE PORT TOILET	120.00
AFLAC	AFLAC INS W/H	17.68
AG SOURCE COOP SERV	SW TSTG	1,795.70
ALLIANT ENERGY	UTILITIES	38,108.11
ALLYSON BENINGA	WA DEP REF	85.96

CFO