### **AGENDA**

# CITY COUNCIL MEETING Tuesday, March 25, 2025 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 3/11/25 regular Council Minutes.
- B. Approve Class C Retail Alcohol License for LimOne LLC, dba Peony Chinese Restaurant.
- C. Tree Removal Assistance Agreement: 500 S. Wilson Street.
- D. Tree Removal Assistance Agreement: 604 S. Maple Street.
- E. Cancel April 8th City Council Meeting.

### IV. NEW BUSINESS:

- A. ORDINANCE Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017, by Regulating the Sale and Use of Fireworks.
- B. ORDINANCE Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017. by Amending Provision Pertaining to Sewer User Charges.
- C. ORDINANCE Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017. by Amending Provision Pertaining to Tree Species Specifications and Planting Regulations.
- D. Property, Liability & Workers Compensation Insurance Renewal.
- E. Change Order No. 8 for Wastewater Treatment Facility Improvements Project.
- F. Consider Proposal for Greenewood Community Center and Golf Course Development Study.

### 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, March 25, 2025 5:30 p.m.

No April 8<sup>th</sup> Council meeting: There is a special City Council session scheduled for Tuesday, April 1<sup>st</sup> at 5:30 to hold the public hearing regarding FY 25-26 property taxes. There will also be a second short meeting at 5:45 that evening to set the public hearing date for the FY 25026 budget, take care of other issues, and approve routine business such as paying bills.

It is proposed that the City Council meeting on April 8<sup>th</sup> be cancelled as both Councilor Wetrich and I will be at the Main Street Now conference in Philadelphia.

<u>Tree Assistance Fund Contracts:</u> Enclosed are two applications for the Tree Removal Assistance Fund from:

500 S.Wilson Street \$ 1979.50 604 S. Maple Street \$ 3,000.00

Also enclosed is the legal Agreement the property owner and the City enter into regarding repayment.

<u>Fireworks</u>: The Council will consider the third reading of a proposed ordinance regarding the sale and use of fireworks. No comments have been received at City Hall.

<u>Sewer Charges</u>: The sewer rate increases under the current rates structure are 15% on July 1, 2025 and 15% on July 2026. A financial analysis indicates that a 10% increase will produce sufficient revenue for utility operations and cover the bond payments.

The Council will consider the third reading of an ordinance to increase sewer rates by 10% beginning July 1, 2025 and July 1, 2026.

<u>Tree Ordinance</u>: Dave Morlan, Brad Riphagen & I have been working on an update to the City's Tree Code. The proposed changes focus on the permitted species that can be planted in the right-of-way and the required spacing. The proposed amendments to the ordinance are attached. This was presented to the Streets Committee and is recommended for approval.

<u>Property, Liability, & Work Comp Renewal:</u> Enclosed are some summary documents regarding the renewal of property, liability, and Workers Compensation insurance. Options were presented to the Finance Committee about alterations to the deductible levels. The Finance Committee recommends approval of the renewal with no additional changes to the deductibles.

Jim Unger and Nathan Muench will be at the Council meeting to discuss the renewal.

<u>WWTP Change Order</u>: Enclosed is proposed Change Order #8 for the Sewer Plant project. This includes eleven changes totaling \$107,703.37. This has been presented to the Sewer Committee and is recommended for approval.

<u>Greenewood / Golf Course Development Study</u>: The City / Greenewood Community Center, and GCDC propose to partner on a study to determine the feasibility of:

- The City owning or leasing the Greenewood Center;
- Repurposing the lower level of the Greenewood Center to become the golf course clubhouse;
- Determining needed changes to the golf course to accommodate the new clubhouse location;
- Costs to turn the existing clubhouse / parking lot lands into a housing development.
- Study the financial feasibility of these changes for the City, the golf course, and Greenewood.
- The main floor of the Greenewood Center is the community's Congregate Meal site. This will continue to be the site for congregate meals in the future.

Enclosed is a proposal from Bolten & Menk to conduct the study at a cost of \$46,700. The proposed cost share is: City \$5,000; Greenewood \$5,000; and GCDC Special Project Fund up to \$36,700. We have also applied for a \$5,000 grant which, with the match from Jefferson Telecom, would reduce the GCDC amount by \$10,000. The Council is asked to approve the Bolten & Menk proposal and commit \$5,000 toward the study. This has been reviewed by the Finance Committee and they recommend approval.

<u>IMMI:</u> I will be out of the office on <u>March 26 through 28</u> to attend the Iowa Municipal Management Institute in Iowa City.

## CITY OF JEFFERSON TREE REMOVAL ASSISTANCE AGREEMENT

This Tree Removal Assistance Agreement ("Agreement") is entered into between the City of Jefferson ("City") and the individual(s) identified below (individually and collectively "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 (the "Residential Property), specifically described in Exhibit A attached hereto, where Owner resides or is immediately contiguous to the parcel where Owner resides.
- B. There exists a dead, dying, or diseased tree, as determined by the City's Code Enforcement Officer, which is located on the Residential Property.
- C. The Code of Ordinances of the City of Jefferson ("Code of Ordinances"), specifically Chapters 50 and 151, permit the City to require property owners to remove dead, diseased, or damaged trees so as not to endanger persons or adjoining property or infest other trees with injurious diseases and pests.
- D. To offset the costs of tree removal to property owners, the City created a Tree Removal Assistance Subfund (the "Program") by adopting Resolution No. 87-24 on November 12, 2024, to be administered according to the terms of Resolution No. 3-25 adopted on January 14, 2025.
- E. The City previously approved Owner's application to receive assistance from the Program.
- F. Owner contracted with the qualified tree removal contractor described on Exhibit A(the "Contractor") for the Contractor to remove the eligible tree(s) from the Residential Property (the "Project").
- G. Upon completion of the Project, the City shall pay the sum described in Exhibit A to Contractor. Owner agree to repay said sum to the City in accordance with the terms of this Agreement.

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

### **AGREEMENT**

1. <u>Scope of Project; Work Performed.</u> The Contractor shall complete the Project as shown on Exhibit A. Any additional work performed by the Contractor shall be at the Owner's sole cost and expense, and shall not be paid for by the City. No change orders shall be effective without the express written consent of the City, which shall be at the City's sole discretion.

- 2. <u>Project Timeframe</u>. The Contractor shall complete the Project on or before the one year anniversary of the City's approval of the Owner's application (the "Project Deadline"). If the Contractor fails to complete the Project by this date, the City may terminate this Agreement. The City Code Enforcement Officer, in their sole discretion, shall determine if the Project has been satisfactorily completed.
- 3. <u>Contractor Payment</u>. Upon completion of the Project as specified in Section 2 and satisfaction of all other conditions precedent, the City agrees to pay the "Project Payment" shown on Exhibit A directly to the Contractor. Contractor charges for the Project in excess of the Project Payment shall be the sole responsibility of the Owner.
- 3. <u>Loan Payment</u>. In consideration for City's assistance with the Project, Owner agrees to pay to City a sum equal to the Project Payment plus interest as provided herein. The Loan shall bear interest at a rate of equal to the short term Applicable Federal Rate (AFR) in effect on the date that the City pays the Project Payment to the Contractor, said AFR being published monthly by the Internal Revenue Service. Beginning on the 15<sup>th</sup> day of the month following the month in which the City delivers the Project Payment to the Contractor, Owner will begin making monthly payments to the City as shown on Exhibit B, which shall be calculated and completed by the City following the City's Project Payment to the Contractor, a copy of which shall be given to the Owner. Monthly payments to satisfy the Loan shall not be less than \$50.00, and the term of the Loan repayment shall not extend more than 60 months. Monthly payments shall continue 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. There shall be no penalty for prepayment of any portion of the Loan.
- 3. <u>Failure to Pay; Collection Procedures</u>. In the event Owner fails to timely pay any installment payment, the Owner agrees that the City may assess the unpaid balance as a special assessment, to be collected in the manner of Owner's real estate taxes.
- 4. <u>Balance Due on Sale or Transfer.</u> In the event the Owner transfers or sells the Property prior to fulfilling all installment payments as provided herein, any outstanding balance owed to the City under this Agreement shall be immediately due and payable by the Owner. This Agreement shall be binding upon the heirs and assigns of the Owner.
- 5. <u>Notice</u>. 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 deposited in the U.S. mail to the recipient by first-class mail (or an equal or better form of delivery) or when sent by e-mail at the following addresses:

### Owner

As shown on Exhibit A

### City of Jefferson

Attn: Code Enforcement 220 N. Chestnut St. Jefferson, IA 50129

E-mail: chads@cityofjeffersoniowa.org

- 6. <u>Authority</u>. 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. <u>Waiver</u>. 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. <u>Complete Agreement; Written Amendments.</u> 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. <u>Attorneys' Fees.</u> 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. <u>Choice of Law; Venue.</u> 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. <u>Severability</u>. 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.

SIGNATURE PAGE TO FOLLOW

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

OWNER(S)	CITY OF JEFFERSON
Marine M. M. Sa	By:Craig Berry, Mayor
3-17-25 Date	Date
	ATTEST
Jess miking Juso miking	Roxanne Gorsuch, City Clerk
3-(7-25 Date	Date

# **EXHIBIT A**

# **Tree Removal Assistance Agreement Parameters**

A. Owner Information:
1. Name(s) Marien L McKim Jr 2 Jessica McKim
2. Mailing Address 500 3 Wilson Ave
3. Phone Number(s) 6/5) 391-19:33
4. Email Address(es)
mmcKim 1988@ gma, 1.com
B. Residential Property Address: 500 S Wilson Am
C. Residential Property Legal Description: [RESIDENTIAL LEGAL]
D. Description of Tree(s): Ash Trees (Dead)
E. Contractor: Linkes Tree Care  304 & Head St. Jeffer 1A
F. Project Payment Amount: [\$ 1979, 50]
G. Project Description: Remove the front ford  Many 7th free from around Service bire it look.  H. Project Completion Deadline:  GA 01 befor 1-29-26
EXHIBT B Loan Repayment Terms
To be completed by the City following the Project Payment to Contractor
A. Loan Amount: [\$]
B. Project Payment Date: [DATE]
C. Interest Rate / Short-Term AFR on Project Payment Date: [INTEREST %]
D. Amount of Monthly Payment for Loan: [AMMORTIZED OVER 60 MONTHS]
E. First Due Date for Loan Repayment: [15 <sup>th</sup> DAY OF THE MONTH FOLLOWING PROJECT PAYMENT DATE]



### **EXHIBIT A**

## Tree Removal Assistance Agreement Parameters

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A	Owner	Intorn	ation.

- 1. Name(s) Brandon Gustoff
- 2. Mailing Address 604 5, Maple 5+3. Phone Number(s) 515-370-5870
- 4. Email Address(es) branchon gustoft agmail. Com
- B. Residential Property Address: 604 S. Maple St
- C. Residential Property Legal Description:
- D. Description of Tree(s): Large Ash free in front yard over power line, side walk, and street.

  1 large and 1 small ash tree in back yard hanging in neighbors yard.
- Busy Bees
- F. Project Payment Amount: [\$ 3,000]
- G. Project Description: Cuttory down all 3 trees and hauling away
- H. Project Completion Deadline: Plan to have done in April or May 2025

### EXHIBT B

### Loan Repayment Terms

To be completed by the City following the Project Payment to Contractor

- A. Loan Amount: [\$\_\_\_\_\_
- B. Project Payment Date: [DATE]
- C. Interest Rate / Short-Term AFR on Project Payment Date: [INTEREST %]
- D. Amount of Monthly Payment for Loan: [AMMORTIZED OVER 60 MONTHS]
- E. First Due Date for Loan Repayment: [15th DAY OF THE MONTH FOLLOWING PROJECT PAYMENT DATE

ORDINANCE NO.	
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# AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JEFFERSON, IOWA, 2017, BY REGULATING THE SALE AND USE OF FIREWORKS

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

SECTION 1. Section Amended. Section 41.12 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

- 1. Definitions. The definitions enumerated in Iowa Code Section 727.2 and Sections 10A.518 and 10A.519 are incorporated herein by reference.
- 2. Sales General Requirements.
  - A. Dates of Sale. Consumer fireworks sales shall only be conducted in accordance with dates and times designated by Iowa Code Section 727.2. It shall be unlawful to sell consumer fireworks without meeting the requirements specified in this Ordinance, or to sell fireworks outside of the dates specified.
    - a. Approved consumer fireworks sales meeting the requirements of this chapter shall be allowed from an approved permanent structure or building between June 1 and July 8 and from December 10 until January 3.
    - b. Approved consumer fireworks sales meeting the requirements of this chapter shall be allowed from an approved temporary structure between June 13 and July 8.
  - B. Safety Requirements. The following safety requirements shall be adopted for all locations where consumer fireworks are sold.
    - a. No person shall sell consumer fireworks to a person under the age of 18.
    - b. Consumer fireworks shall not be sold to persons showing visible signs of, or determined to be, intoxicated or under the influence of a drug or narcotic.
  - C. It is unlawful for any person to offer for sale, expose for sale, and sell at retail any consumer fireworks without first providing evidence of Iowa State Fire Marshal inspection and



licensing compliance and applying to the City for a permit and payment of a fee as established by the most current resolution passed by the City Council.

- D. Restricted Sale Locations. Consumer fireworks sales shall only be allowed in areas zoned CBC Central Business Commercial and LI Light Industrial.
- 3. Fireworks Restrictions on Discharging.
  - A. No person shall discharge a consumer fireworks device outside the following dates and hours:
    - a. July 3<sup>rd</sup> from the hours of 10:00 A.M. until 10:00 P.M. (Exception: discharge hours are extended to 11:00 P.M. if the 3rd is a Saturday or Sunday).
    - b. July 4<sup>th</sup> from the hours of 10:00 A.M. until 11:00 P.M.
    - c. From 10:00 A.M. on December 31<sup>st</sup> until 12:30 A.M. on January 1<sup>st</sup>.
  - B. No person under the age 18 shall possess or discharge a consumer firework within the municipal limits of Jefferson without parental supervision.
  - C. A person shall only discharge a consumer fireworks device on real property they own or on property where signed and written consent has been given.
  - D. The City may, upon application in writing, grant a permit for the display of display fireworks on public property by a City agency, fair associations, and such other organizations or groups of individuals approved by City authorities when such display fireworks display will be handled by a licensed operator. No permit shall be granted hereunder unless the operator or sponsoring organization has filed with the City evidence of insurance as required under Iowa Code Section 727.2 and under this Chapter.
  - E. Consumer fireworks shall not be possessed or discharged by persons showing visible signs of, or determined to be, intoxicated or under the influence of a drug or narcotics.
  - F. It shall be unlawful to alter, remove, or discharge components of a consumer fireworks device.
  - G. Sky lantern open flame devices are not permitted to be released within the city limits.
  - H. Any person discharging a consumer fireworks device assumes all responsibility for its operation and the consequences thereof. No person shall discharge a consumer fireworks device in a reckless manner or manner such as to cause death, injury, fire, or property damage.

- I. Consumer fireworks shall not be discharged during a burn ban as established by the Iowa State Fire Marshal pursuant to Iowa Code Section 100.40, or as recommended by the Jefferson Fire Chief pursuant to Section 37.07(10) of the Code of Ordinances of the City of Jefferson.
- J. Consumer fireworks shall not be discharged, lit, or otherwise activated within 1,000 feet of where commercial fireworks are sold.
- 4. Manufacture of Fireworks. It shall be unlawful for a person to manufacture fireworks within the city limits without a permit as may be required by local, state, or federal laws and regulations.
- 5. Violations. All violations of any provisions of this Chapter may be prosecuted by the City either as simple misdemeanors or municipal infraction with fines as provided herein. A landowner who knowingly allows persons to discharge fireworks on their property in violation of this Ordinance shall also be deemed to be in violation. A violation of this Ordinance is punishable by a fine of not less than \$500.00 for the first offense, \$750.00 for the second offense, and \$1,000.00 for the third and subsequent offenses. Violations of this Ordinance shall additionally be reported to the Iowa State Fire Marshal.
- 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	and approved on, 2025.
Attest:	Craig Berry, Mayor
Roxanne Gorsuch, City Clerk	<del></del>

### ORDINANCE NO.

# AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISION PERTAINING TO SEWER USER CHARGES

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

SECTION 1. <u>Section Amended</u>. Section 99.04 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

99.04 SEWER USER CHARGE. Each customer shall pay a flat rate user charge and user charge rate for operation and maintenance as follows:

Fiscal Year	0 1	User Charge Rate (per 100 cubic feet
Ĭ	2007	of water used per month)
2025-26	\$24.94	\$10.52
2026-27	\$27.43	\$11.57

SECTION 2. <u>Severability</u>. 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 for water usage incurred after June 30, 2025, after this ordinance is published as required by law.

	Finally passed by the Council and approved on, 2025
	s s = -
	Craig Berry, Mayor
Attest	
Roxan	nne Gorsuch, City Clerk
	I hereby certify that the foregoing ordinance was published in The Jefferson Herald on, 2025.
	Roxanne Gorsuch, City Clerk



ORDINANCE NO.	
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# AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JEFFERSON, IOWA, 2017, BY AMENDING TREE SPECIES SPECIFICATIONS AND PLANTING REGULTIONS

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

SECTION 1. Section Amended. Section 151.03 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

**PERMITTED SPECIES.** For the purpose of this chapter, trees planted in the parking shall be known as "street trees." Permitted street trees are defined as follows:

- 1. Category A, Low-growing Trees. Low-growing Trees as defined on the current version of the Tree Species Guide, as periodically published by Trees Forever, subject to Section 151.04.
- 2. Category B, Shade Trees. Shade Trees as defined on the current version of the Tree Species Guide as periodically published by Trees Forever, subject to Section 151.04.

SECTION 2. Section Amended. Section 151.04 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

**PROHIBITED SPECIES.** The following are defined as undesirable species and shall not be planted in the parking:

- 1. Prohibited Species as defined on the current version of the Tree Species Guide as periodically published by Trees Forever.
- 2. The following species of trees, regardless of how or where they are listed in the Trees Forever Tree Species Guide:

Ash

Silver Maple

Box Elder

Walnut

Chinese Elm

Willows

Cottonwood

Fruit trees

Mulberry

- 3. All coniferous trees, including but not limited to pine, fir, and spruce.
- 4. Shrubbery of any kind.

SECTION 3. Section Amended. Section 151.05 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

**PLANTING REGULATIONS.** Street trees, as defined in this chapter, may be planted by property owners in the parking in conformity to the following conditions:

- 1. To permit trees to attain their full natural development, minimum center-tocenter spacing shall be observed as follows:
  - A. Category A Trees, twenty-five feet;
  - B. Category B Trees, forty-five feet.

When trees of different categories are planted next to each other, the centerto-center spacing shall be not less than that required for the largest tree.

- 2. At least nine square feet of ground shall be maintained for each street tree and no impervious material shall be placed nearer than twenty-four inches to the trunk of the tree.
- 3. No street tree shall be planted nearer than two and one-half feet to the curb and sidewalk line and centered in parkings.
- 4. No street tree shall be planted closer than thirty feet from the corner of the curb at intersections or closer than ten feet to the edge of a driveway.
- 5. The minimum spacing from a light standard or transmission pole shall be ten feet for Category A, measured from center of street tree to standard or pole. Category B Trees shall not be planted adjacent to a light standard or transmission pole.
- 6. Only the species of Category A Trees may be planted under transmission lines.

SECTION 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed

SECTION 5. 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 6. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

# **Tree Species Guide 2024-2025**

Use this list as a guide when selecting trees for your project. Some flexibility is allowed with tree varieties and cultivars, but dwarf and weeping trees are not acceptable. If you would like to plant trees not on the list, please work with your Trees Forever field coordinator to discuss those and include that conversation in your application narrative. Note that not all tree species will thrive in all climates. It is important for you, the applicant, to know the zone and soil requirements of the trees you select to ensure that your planting will be successful in creating a lasting impact for many years to come.

Shac	le Trees
Aspen, Quaking <sup>1</sup>	Populus tremuloides
Beech, American <sup>1</sup>	Fagus grandifolia
Birch, River <sup>1</sup>	Betula nigra
Blackgum, Black Tupelo <sup>1</sup>	Nyssa sylvatica
Buckeye, Ohio¹	Aesculus glabra
Cherry, Black <sup>1</sup>	Prunus serotine
Catalpa, Northern¹	Catalpa speciosa
Elm, American <sup>1</sup>	Ulmus americana
Ginkgo	Ginkgo biloba
Hackberry <sup>1</sup>	Celtis occidentalis
Sugarberry <sup>1</sup>	Celtis laevigata
Hickory, Shagbark <sup>1</sup>	Carya ovata
Honeylocust, Thornless <sup>1</sup>	Gleditisia triacanthos
Horse Chestnut <sup>1</sup>	Aesculus hippocastanum
Ironwood (American Hophornbeam)¹	Ostrya virginiana
Katsuratree	Cercidiphyllum japonicum
Kentucky Coffeetree <sup>1</sup>	Gymnocladus dioicus
Linden, Littleleaf	Tilia cordata
Linden, American (Basswood)¹	Tilia americana
Linden, Silver	Tilia tomemtosa
Magnolia, Cucumbertree <sup>1</sup>	Magnolia acuminata
Oak, Black <sup>1</sup>	Quercus velutina
Oak, Bur¹	Quercus macrocarpa
Oak, Chinkapin <sup>1</sup>	Quercus muehlenbergii
Oak, Hill's/Northern Pin <sup>1</sup>	Quercus ellipsoidalis
Oak, Northern Red <sup>1</sup>	Quercus rubra
Oak, Scarlet <sup>1</sup>	Quercus coccinea
Oak, Shingle <sup>1</sup>	Quercus imbricaria
Oak, Shumard	Quercus shumardii
Oak, Swamp White <sup>1</sup>	Quercus bicolor
Oak, White <sup>1</sup>	Quercus alba
Osage Orange <sup>1</sup>	Maclura pomifera (male, thornless)
Sassafras <sup>1</sup>	Sassafras albichum
Sweetgum <sup>1</sup>	Liquidambar styraciflua
Sycamore <sup>1</sup>	Platanus occidentalis
London Planetree	Platanus x acerfolia
Tuliptree <sup>1</sup>	Liriodendron tulipifera
Yellowwood <sup>1</sup>	Cladrastis kentuckea

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1 Thora	trees are	nativa	to tha l	Nichwart

<sup>\*</sup>These trees are deciduous conifers and will drop their needles in the fall.

Low-growing Trees		
American Hornbeam¹ (Musclewood, Blue Beech)	Carpinus caroliniana	
Crabapple	Malus spp.	
Dogwood, Pagoda¹	Cornus alternifolia	
Eastern Redbud <sup>1</sup>	Cercis canadensis	
Hawthorn, Thornless <sup>1</sup>	Crataegus crusgalli var. inermis	
Japanese Tree Lilac	Syringa reticulata	
Magnolia	Magnolia spp.	
Plum, American <sup>1</sup>	Prunus americana	
Serviceberry <sup>1</sup>	Amelanchier spp.	
Viburnum, Nannyberry <sup>1</sup>	Viburnum lentago	
Viburnum, Blackhaw <sup>1</sup>	Viburnum prunifolium	
Witch Hazel <sup>1</sup>	Hamamelis virginiana	

Edil	ole Fruit Trees
Apple, Cherry, etc.	Malus spp., Prunus spp. etc.

Conifers		
Arborvitae	Thuja occidentalis	
Bald Cypress1*	Taxodium distichum	
Cedar, Eastern Red <sup>1</sup>	Juniperus virginiana	
Dawn Redwood*	Metasequoia glyptostrobiodes	
Eastern Hemlock	Tsuga canadensis	
Fir, Balsam <sup>1</sup>	Abies balsamea	
Fir, Canaan	Abies balsamer var. phanerolepis	
Fir, Concolor, White	Abies concolor	
Fir, Frasier	Abies fraseri	
Larch, European*	Larix decidua	
Pine, Swiss Stone	Pinus cembra	
Pine, Korean	Pinus koraiensis	
Pine, Red or Norway	Pinus resinosa	
Pine, White <sup>1</sup>	Pinus strobus	
Spruce, Norway	Picea abies	
Spruce, Serbian	Picea omorika	

Prohibited Species		
Maple, Hybrid/Freeman	Acer freemanii	
Maple, Amur	Acer ginnala	
Maple, Norway	Acer platanoides	
Ash	Fraxinus spp.	
Spruce, Blue	Picea pungens	
Callery/Ornamental Pear	Pyrus spp.	



# City of Jefferson

Insurance

04/01/25 to 04/01/26

	2024		2025
Total Premium	250,964	*	276,785
Property	108,103		121,695
Liability	24,742		27,092
Crime	130		107
Inland Marine	3,739		4,127
Automobile	32,206		38,841
Work Comp	53,767	į.	53,137
Umbrella	9,757		10,841
Linebacker	9,763		10,493
Law Enforcement	6,544		8,485
Cyber Liability	2,213		1,967

Property loss deductible is \$10,000 per occurrence. All buildings with a value of \$1,000,000 and above have a 1% of coverage limit wind and hail deductible per building.

Automobile comprehensive and collision deductibles are \$1,000 for vehicles with a cost new of under \$100,000; \$2,000 for vehicles with a cost new of \$100,000 to \$250,000 and \$5,000 for vehicles with a cost new over \$250,000

Linebacker policy loss deductible has increased from \$1,000 to \$10,000.

# **WORKERS' COMPENSATION PORTION**

# April 1, 2023 to March 31, 2024

 Premiums
 \$6,765,130

 Subtract retention
 \$2,097,190

 \$4,667,940

 Subtract losses and expenses
 \$5,250,977

Dividend (\$583,037)  $\div 3 = ($194,346)$ 

# April 1, 2022 to March 31, 2023

 Premiums
 \$7,142,072

 Subtract retention
 \$2,214,042

 \$4,928,030
 \$4,928,030

 Subtract losses and expenses
 \$5,241,060

 Dividend
 (\$313,030) ÷ 3 =
 (\$104,343)

April 1, 2021 to March 31, 2022

 Premiums
 \$7,010,585

 Subtract retention
 \$2,173,281

 \$4,837,304

 Subtract losses and expenses
 \$1,129,562

Dividend  $\$3,707,742 \div 3 = \$1,235,914$ 

TOTAL WORKERS' COMPENSATION PORTION: (\$194,346) (\$104,343) \$1,235,914 \$937,225

# COMBINED CALCULATION:

 PACKAGE:
 \$6,396,937

 WORKERS' COMPENSATION:
 \$937,225

 TOTAL DIVIDEND:
 \$7,334,162

The workers compensation experience modification factor is .70 effective 04/01/25. The 2024 modification factor was .66.

The 2025 experience modification factor is based on the following loss data:

04/01/21 to 04/01/22	3,884	paid loss and loss reserve
04/01/22 to 04/01/23	143	paid loss and loss reserve
04/01/23 to 04/01/24	6,203	paid loss and loss reserve

The 2026 experience modification factor will be determined by replacing the 04/01/21 to 22 loss data with the loss data from 04/01/24 to 25.

04/01/24 to 04/01/25 42,500 paid loss and loss reserve (as of 03/04/25)

# Buildings with insurance value over \$1,000,000

303 E Head St-	Vehicle Garage	1,375,300
1579 235 <sup>th</sup> St-	Office & Hangers	2,125,255
1579 235 <sup>th</sup> St-	New Hanger	1,035,500
220 N Chestnut-	City Hall	4,394,699
1000 N Cedar-	Watertower	8,867,276
200 W Lincoln Way-	Library	2,301,729
204 W Harrison-	Community Center	7,782,216
W Russell-	Waste Water Plant	14,967,951
501 W Greenewood-	Club House	1,131,721

With current \$10K deductible option, 1% wind hail deductible would apply to each of the structures above. Estimated Premium- \$121,695

Increasing to \$25K deductible option, would remove the 1% wind hail deductible from the buildings in bold as these buildings would then be covered under the \$25K occurrence deductible. Estimated Premium with this change-\$105,844 (Savings of \$15,851).

Additional Options-City Hall- Buy down of deductible from 1% (\$43,946) to-\$10K Deductible-\$25K Deductible-

Community Center- Buy down of deductible from 1% (\$77,822) to-\$10K Deductible-\$25K- Deductible-

### SECTION 00991 - CHANGE ORDER

(Instructions on reverse side)	No. 8
PROJECT: Wastewater Treatment Facility Improvemen	ts
DATE OF ISSUANCE: March 25, 2025	EFFECTIVE DATE: March 25, 2025
OWNER: City of Jefferson, IA	
ENGINEER'S Project No.: 0M2.123801	
CONTRACTOR: Shank Constructors	ENGINEER: Bolton & Menk, Inc.
You are directed to make the following changes in the Contra	act Documents.
<b>Description:</b> Modifications to the project scope for reasons found in Cor	stractor's PCOs located in attached Field Orders.
Reason for Change Order: Various circumstances determined per each scope change.	
Attachments: (List documents supporting change) Field Order 24, dated 2/18,2025 Field Order 25, dated 3/17/2025	
CHANGE IN CONTRACT PRICE: Original Contract Price	CHANGE IN CONTRACT TIMES: Original Contract Times
\$ <u>17,504,700.00</u>	Substantial Completion : 610 days or dates  Ready for final payment : 735 days or dates
Net changes from previous Change Orders No. $\underline{1}$ to No. $\underline{7}$	Net changes from previous Change Orders No to No. 7
<u>\$686,894.71</u>	235/201 days
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
\$18,191,594.71	Substantial Completion : 845 days or dates  Ready for final payment : 936 days or dates
Net <u>Increase</u> (Increase/Decrease/No Change) of this Change Order	Net No Change (Increase/Decrease/No Change) of this Change Order
\$107,703.37	<u>O_</u> days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ <u>18,299,298.08</u>	Substantial Completion : 845 days or dates (May 5, 2025)  Ready for final payment : 936 days or dates (August 4, 2025)
RECOMMENDED: APPROVED:	ACCEPTED:
By:	Ву:
Engineer (Authorized Signature) Owner (Authori	
Date: 03/25/2025 Date:	Date:

EJCDC No. 1910C8-B (1990 Edition)

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

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#### SECTION 00992 - ENGINEER'S FIELD ORDER

	OWNER	<ul><li>☑ Dave Morlan, City of Jefferson</li><li>☑ Scott Peterson, City of Jefferson</li></ul>
ENGINEER'S	ENGINEER CONSULTANTS	Katie Sterk, P.E., Bolton & Menk, Inc.
FIELD ORDER	<b>R</b> CONTRACTOR	<ul> <li>☑ Eric Taylor, Shank Constructors</li> <li>☑ Justin Sease, Shank Constructors</li> <li>☑ Walter Smith, Shank Constructors</li> </ul>
	FIELD OTHER	Ron Covert, Bolton & Menk, Inc.
PROJECT:	Wastewater Treatment Facility Improvements	FIELD ORDER NO: 24
OWNER:	City of Jefferson, IA	DATE: February 18, 2025  ENGINEER'S PROJECT NO: 0M2.123801
TO:	Shank Constructors, Inc. 3501 85 <sup>th</sup> Avenue North Brooklyn Park, MN 55443	CONTRACT FOR: \$17,504,700.00  CONTRACT DATED: November 22, 2022

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this Work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be suspended by a Change Order.

### Description:

**Project Changes RE: Contractor's Proposed Change Orders.** The work included in the following list of PCOs is authorized. A total of \$13,465.87 for these changes will be added to the contract via the next approved Change Order.

- Per PCO #073, Contractor to install two water hammer arrestors for the wash press and grit classifier for a cost addition of \$3,020.57.
- Per PCO #074, Time and Materials costs for previously approved work to relocate Clarifier 3 stairs to accommodate bridge length contract for a cost addition of \$395.70.
- Per PCO #079, Time and Materials costs for previously approved work to remove existing corroded pipe brackets in the WAS holding tank per RFI #104 for a cost addition of \$2,143.48.
- Per PCO #081, Contractor to provide two alarms and strobes with associated wiring and conduit for the pretreatment building ERU SCADA connections for a cost addition of \$4,887.67.
- Per PCO #082, Contractor to install 80A disconnect with time delay fuses for Environix air compressors per RFI #196 for a cost addition of \$5,692.94.
- Per PCO #084, Contractor to move unit heater and eye wash in disinfection building per FO #22 for a cost addition \$6,274.96.
- Per PCO #086, Contractor to provide a <u>credit</u> to the contract of (\$22,978.73) for removing the ferric chloride day tanks and associated pumps and piping per PR#09.



PROJECT: Wastewater Treatment Facility Improvements FIELD ORDER NO: 24
OWNER: City of Jefferson, IA DATE: February 18, 2025

 Per PCO #087, Contractor to route polymer carrier piping through pump room floor slab per RFI #193 for a cost addition of \$962.63.

- Per PCO #090, Contractor to locate transformer 15 outside of disinfection building to accommodate space for remote I/O cabinet for a cost addition of \$3,369.09.
- Per PCO #092, Contractor to reroute blower basement sump pump piping through floor and east wall of building to Aeration Tank 2 for a cost addition of \$5,363.22.
- Per PCO #095, Contractor to provide an additional analog output cable and card for MLR valve position command and viewing for a cost addition of \$4,334.34.

#### Attachments:

Contractor's PCO #073 Contractor's PCO #074 Contractor's PCO #079 Contractor's PCO #081 Contractor's PCO #082 Contractor's PCO #084 Contractor's PCO #086 Contractor's PCO #087 Contractor's PCO #090

Contractor's PCO #092 Contractor's PCO #095

ENGINEER: Kathryn E. Sterk DATE: 2/18/2025

# SCOPE OF SERVICES

Our team will work through a series of investigations and evaluations to fully understand existing conditions, the City's goals and objectives, develop concept level feasible alternatives, evaluate alternatives, provide financial impact statement and document the study. Ongoing discussions will occur with all stakeholders, finalizing steps along the way to minimize potential surprises as the study concludes. We believe the process outlined below will effectively study and provide concept level improvement recommendations supported by all project partners.

# 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 and other interested stakeholders to accomplish the following:

- Review and confirm the scope and nature of the proposed improvements
- Review the intended vision and goals for the project
- Conduct a field review of project area by project team members with City staff
- Review 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.

 Includes attendance at 2 progress or review meetings with the Client

# Task 2: Clubhouse Renovation

## Subtask 2.1: Feasibility Study

**Description:** Bolton & Menk's architectural team will facilitate the review of the existing community center and determine the extent of upgrades and renovations required for the space to meet the program requirements of the proposed use. This work will include the following key elements:

- Site Visit to review and document the existing building
  - It is assumed that no existing plans will be provided
  - On-site measuring will be required to produce an accurate existing floor plan
- Participate in kickoff meeting to understand overall goals, scope review, and coordinate critical milestone dates
- Understand level of quality, ideal function and adjacency relationship of primary spaces which are to be included in the project
- Provide potential concept floor plan sketch of possible new layout to meet project programming requirements
- Provide a preliminary code analysis to ensure that all state, local and governmental regulations are met
- Provide a list of potential exterior building improvements to be considered (door or window replacements etc.)

#### Deliverables:

- Conceptual Floor Plan to meet all program requirements
- List of Exterior Building Upgrades or Improvements
- Probable Building Cost range for remodel of existing building

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# Task 3: Clubhouse Site Concepts

### Subtask 3.1: Site Concepts

Description: Site concepts will be developed for the area immediately adjacent to the Community Center building. Concept is to visualize the incorporation of modified and new program use of the building for the community and golf course. Feasibility sketch to consider access walks, golf cart staging, cart paths and outdoor patio spaces for Clubhouse and/or Community Center events. Considerations will be made for golf cart trailer access, vehicular, and pedestrian connectivity to parking areas and roadways.

- Attend in person stake holder kickoff meeting. Site related materials for owner review to include:
  - Existing conditions Clubhouse access routes
  - Outdoor gathering space imagery
- Clubhouse exterior layout concepts to include:
  - Two concept sketch plans for circulation options
    - Patio space for exterior gatherings
    - Exterior pathway and use coordination with interior programing
  - One final sketch layout plan drawn at 30 scale
  - Schematic cost estimate of improvements

# **Task 4: Land Development**

## Subtask 4.1: Concept Layout

**Description:** Bolton and Menk will work with City Staff to develop the conceptual layout for the proposed development including the remaining portion of City property and existing clubhouse site. The concept designs will be completed according to City of Jefferson requirements including the following items:

- Development of existing site drawing utilizing aerial photos and LiDAR contours
- Concept layout for entire site, including:
  - Neighborhood lot layout
  - Including setbacks and required easements
  - Public street layout
  - Trail and/or sidewalk locations
  - Preliminary Public utility layouts
  - Preliminary Storm Water Management Layout (concept only)
- One revision of concept layout after review by the City
- Preliminary Cost for property survey requirements for development area and clubhouse area
- Preliminary Cost Opinion for Site Development including:
  - Earthwork
  - Utilities (does not include private utilities: gas, electric, fiber, phone
  - Paving streets and sidewalks

### **Deliverables:**

Conceptual Site Plan

# Task 5: Financial Feasibility Study

**Description:** Bolton and Menk will provide financial analysis for the conversion of a privately held community center to a public owned golf course clubhouse and sale of vacant lots for residential development. This proposal assumes the entire existing community center is converted to a clubhouse for the adjacent golf course. Figures may change slightly if only a portion of the community center is converted to clubhouse use.

### Subtask 5.1: Review Existing

Review existing property and building values and taxes paid for parcels involved.



## Subtask 5.2: Market Analysis

We will conduct market analysis of the value of vacant residential lots. We will engage local assessor to also help determine value/taxable value or the lots (and/or portion of the community center to not be converted). This will help to establish estimated sales price of city land converted to developable lots.

### Subtask 5.3: Financial Analysis

We will create financial analysis to include the estimates for conversion of the building as well as cost estimates for extension of utilities for building out the new developable area/residential lots.

### Subtask 5.4: Entitlement Process

We will outlay the entitlement process to achieve the conversion and creation of the new residential lots to be sold.

**Deliverables:** Deliverable will be a highlevel financial analysis and entitlement process memo

# **Optional Tasks**

These optional task ideas may aid in the understanding of issues, enhance solution development, improve the quality of deliverables, or aid in stakeholders understanding of concepts and recommendations. We have taken liberties in the scope, as well as customized the scope to align with the way we believe the project should be directed. We appreciate the opportunity to discuss this further.

## O.1 Concept Visualizations/Animations

Our team knows visualizations are valuable to show stakeholders what improvements can look like. This task includes 3D flyover simulation highlighting project areas and poster-sized exhibits of key locations within the project area

### **O.2 Concept Renderings**

A less expensive option is simple visual renderings of select concepts to be used as stakeholder educational tools. This option is typically hundreds of dollars, rather than thousands.

Additional optional services to consider

- Wetland delineation
- Environmental documents
- Detailed geometric layout (with profiles and construction limits)
- Detailed hydraulics evaluation
- Funding application assistance
- Project information at local community events
- Noise analysis



# **FEES**

Bolton & Menk, Inc.'s proposed fees to provide the described work will be billed hourly based on the enclosed fee schedule with the total estimated cost to be:

Scope of Services Rates		
Task	Estimated Fees	
Task 1: Project Management & Client Coordination	\$7,700.00	
Task 2: Building Renovation	\$15,000.00	
Task 3: Clubhouse Site Improvement	\$6,500.00	
Task 4: Land Development	\$10,000.00	
Task 5: Financial Impact Study	\$7,500.00	

The cost for the above Scope of Services is proposed as follows:

Scope of Serv	rices
Total Not-to-Exceed Fee	\$46,700.00

# **BOLTON & MENK'S HOURLY RATES**

Additional Services will be provided on the following hourly basis:

(See 2025 Schedule of Fees on Next Page)



# 2025 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2025. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	2025 Hourly Billing
Graduate Engineer	\$125-185
Design Engineer	\$125-196
Project Engineer	\$145-215
Senior Project Engineer	\$160-215
Project Manager	\$135-240
Senior Project Manager	\$188-273
Architect	\$186-267
Planner	\$125-168
Senior Planner	\$170-228
Landscape Designer	\$98-196
Landscape Architect	\$148-176
Senior Landscape Architect	\$160-268
Survey Technician <sup>1</sup>	<b>\$</b> 90- <b>19</b> 6
Graduate Surveyor	\$122-190
Licensed Project Surveyor	\$180-225
Technician	\$75-182
Senior Technician	\$125-212
Administrative/Corporate Specialists	\$68-175
Specialist*	\$100-230
Practice Expert**	\$145-363
Principal**	\$175-316
Senior Principal**	\$218-333
GPS/Robotic Survey Equipment <sup>1</sup>	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

No separate charges with be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments: the cost of this equipment is included in the rates for survey technicians.



<sup>\*</sup>Specialized role not classified above etherwise.

<sup>\*\*</sup>Highly specialized and industry expertise unique to the market or area of discipting.

# **SCHEDULE**

A detailed schedule of the anticipated work tasks, task relationships, critical path timeline, deliverable due dates, and completion dates has not been developed at this time. It is our understanding that the City is looking at other potential options for review of this site and the related tasks. Once the City has determined their intended course of action and initiates this project with Bolton & Menk, a schedule will be developed based on our review of the project background, description, and scope of services included in this Request for Proposals and the information gathered at the planned Client kickoff meeting. Upon selection, Bolton & Menk will work with city staff and other project partners to revise and update this schedule as needed to ensure successful delivery of this project.



# COUNCIL MEETING MARCH 11, 2025 5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Berry presided.

No citizens spoke during Open Forum.

On motion by Zmolek, second by Jackson, the Council approved the following consent items: February 25, 2025 regular Council Minutes, hire Tom Welch as part-time Golf Course Groundskeeper at 14/hr., **RESOLUTION NO. 17-25** approving employee salaries for calendar year 2024, payment of COG Bike Funds of \$3,448.96 to the RVT Construction Fund and payment of monthly bills from City funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Jackson, second by Sloan, the Council approved the second reading of an ordinance amending the code of ordinances of the City of Jefferson, Iowa, 2017, by regulating the sale and use of Fireworks.

AYE: Jackson, Sloan, Wetrich, Zmolek, Ahrenholtz

NAY: None

On motion by Zmolek, second by Wetrich, the Council approved the second reading of an ordinance amending the code of ordinances of the City of Jefferson, Iowa, 2017, by amending provision pertaining to Sewer User Charges.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

#### **RESOLUTION NO. 18-25**

On motion by Wetrich, second by Zmolek, the Council approved Resolution No. 18-25, a resolution approving 28E agreement with Greene County.

AYE: Sloan, Ahrenholtz, Jackson, Zmolek, Wetrich

NAY: None

### **RESOLUTION NO. 19-25**

On motion by Ahrenholtz, second by Sloan, the Council approved Resolution No. 19-25, a resolution Ordering Bids, Approving Plans, Specifications, Form of Contract and Notice to Bidders, Fixing Amount of Bid Security and Ordering Clerk to Publish Notice for a Public Hearing on Plans, Specifications, Form of Contract and Estimate of Costs for the Construction of the Fuel Farm Improvements Project at the Jefferson Municipal Airport in Jefferson, Iowa. Public Hearing will take place at City Hall April 22, 2025 at 5:30 p.m.

AYE: Wetrich, Jackson, Sloan, Zmolek, Ahrenholtz

NAY: None

On motion by Wetrich, second by Jackson, the Council approved pay estimate #25 to Shank Constructors, Inc of \$211,412.05 for Wastewater Treatment Plant Project.

AYE: Zmolek, Jackson, Sloan, Wetrich, Ahrenholtz

NAY: None