

AGENDA

COUNCIL MEETING
Tuesday, August 8, 2023
5:30 P.M.
CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER:

II. OPEN FORUM: This is a time for any concerned citizen to speak to the Council on an item that is not on the agenda. Limit of 3-5 minutes per speaker.

III. CONSENT ITEMS:

- A. 7/25/23 regular Council minutes
- B. Approve FY 22-23 Street Financial Report
- C. Approve Claims

IV. NEW BUSINESS:

- A. PUBLIC HEARING on Grant of Easement Hardin Hilltop Wind
- B. RESOLUTION: "Proposing Grant of Easement for Hardin Hilltop Wind, LLC"
- C. RESOLUTION: "Resolution Supporting the Designation of the LCpl Benjamin Carman Memorial Highway."
- D. ORDINANCE: "An Ordinance Changing Zoning Classification for Property in Water Tower Subdivision for a Planned Unit Development by Rowland Real Estate, LLC."
- E. ORDINANCE: "An Ordinance Amending Code of Ordinances of the City of Jefferson, Iowa, 2017, By Amending Provisions Pertaining to Collection Fees for Solid Waste and Recycling."
- F. RESOLUTION: "Adopting New and Revised Fees for the City of Jefferson."
- G. ORDINANCE: "Amending the Code of Ordinance of the City of Jefferson, Iowa, 2017, by Amending Provisions Relating to Building Permit Fees." First Reading with consideration to waive second and third readings.
- H. Consider Change Order #2 for Wastewater Treatment Plant project.
- I. Consider approval of Pay estimate #6 to Shank Constructors, Inc, of \$ 804,790.10 for Wastewater Treatment Plant project.
- J. Consider Proposals for Strategic Planning / Goal Setting

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, August 8, 2023 5:30 p.m.

Hardin Hilltop Easement: The Council will hold a public hearing on the proposed expansion of the easement for the Hardin Hilltop sub-station project. Hardin Hilltop currently has an easement with the City for a 70' X 120' parcel of land. They need to expand this to be 100' X 120'. Correspondence about the project begins on page 13 and the proposed easement begins on page 16. The City would be paid \$5,000 for the expanded easement. A resolution approving the easement is on page .

Memorial Highway: The City received the letter on page 25 requesting support for a memorial highway sign in Jefferson in honor of Lance Corporal Benjamin Carman. One item not mentioned in the letter is that there is a simultaneous proposal for memorial signage on a bridge crossing the Raccoon River on Highway 30 west of Jefferson recognizing CPT Matthew Nielsen.

The City is asked to provide a resolution of support for the highway sign for Lance Corporal Carman. The Streets, Water, Sewer Committee recommends approval of this request.

Greene County received this same request for LC Carman and CPT Nielsen. The Board of Supervisors will be considering their resolution of support on Monday, August 7th.

PUD: On page 27 is an ordinance implementing a PUD for Rowland Real Estate for the Water Tower Subdivision. This will be the final reading of this ordinance.

Yard Waste Fees: The "Yard Waste Site Fee" fee billed monthly to utility customers is proposed to increase from \$1.00 to \$3.00 and the cost of yard waste stickers is proposed to increase from \$1.00 to \$2.00. An ordinance implementing this increase begins on page 29. This will be the second reading of this ordinance.

Fee Schedule: The Water, Sewer, Streets Committee and City staff have been working on an update of the City's fee schedule. A resolution detailing the fee schedule is on page 32 and is recommended by the Streets, Water, Sewer Committee. The new fees would go into effect immediately.

Regarding building permits, the fees included in the new fee schedule are those found in the most recent edition of the International Residential Code, published by the International Code Council. It is proposed that the City of Jefferson's building permit fees would change whenever the fees are changed in the International Residential Code. An ordinance tying the City's fees to those listed in the IRC is on page 37.

WWTP Change Order No. 2: Includes the costs to sandblast and recoat the existing metals in the three clarifiers. This includes the walkways and central column, which are the only metals not being replaced as part of the clarifier rehabilitation project. The recoating was not included in the original contract, but after the first clarifier was emptied and inspected, it was determined that, due to the condition of the existing coating, it would be recommended to recoat.

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WWTP Pay Application 6 includes:

- Continued excavation around the rapid mix tank and ferric chloride tank area
- Concrete for the rapid mix tank
- Coatings
- Final working on the sludge tank, including prestressing, shotcrete, and finish exterior painting
- Site electrical and electrical work on Clarifier 3
- Stored materials and equipment: gaskets, rebar, HDPE water pipe, tracer wire, clarifier equipment

Strategic Planning / Goal Setting: The City has received four proposals from consultants to facilitate a Strategic Planning / Goal Setting session. These proposals were e-mailed to the Council previously. The finance committee recommends using Pat Callahan.

COUNCIL MEETING

JULY 25, 2023

5:30 P.M.

PRESENT: Jackson, Sloan, Wetrich, Zmolek

ABSENT: Ahrenholtz

Mayor Gordon presided.

During the open forum Rick Morain watched Ragbrai riders coming into town on South Lincoln Way and commented how appreciative the riders were of the new surfaced road.

On motion by Zmolek, second by Jackson, the Council approved the following consent items: July 11, 2023 council minutes, class C Retail Alcohol License for Casa De Oro, Class C Retail Alcohol License for Spare Time Lane & Lounge, pay estimate #8 for \$3,132 of CDBG funds for 123 N Chestnut Street, and street closures for "Cruisin' to the Square" on August 10th.

AYE: Jackson, Sloan, Wetrich, Zmolek

NAY: None

RESOLUTION NO. 38-23

On motion by Jackson, second by Sloan, the Council approved Resolution No. 38-23, a resolution proposing grant of easement to Hardin Hilltop Wind, LLC, and setting Public Hearing for August 8, 2023, at 5:30 p.m.

AYE: Zmolek, Wetrich, Sloan, Jackson

NAY: None

On motion by Sloan, second by Zmolek, the Council approved the second reading of an ordinance approving Planned Unit Development (PUD) at Jefferson Water Tower Plat.

AYE: Sloan, Wetrich, Zmolek, Jackson

NAY: None

RESOLUTION NO. 39-23

On motion by Wetrich, second by Jackson, the Council approved Resolution No. 39-23, a resolution approving MJDS Properties, LLC plat of survey.

AYE: Jackson, Wetrich, Sloan, Zmolek

NAY: None

On motion by Jackson, second by Zmolek, the Council approved the first reading of an ordinance amending codes of ordinances of the City of Jefferson, Iowa, 2017, amending provisions pertaining to collection fees for solid waste and recycling.

AYE: Wetrich, Jackson, Sloan, Zmolek

NAY: None

RESOLUTION NO. 40-23

On motion by Sloan, second by Jackson, the Council approved Resolution No. 40-23, a resolution setting fees for the City of Jefferson Animal Shelter.

AYE: Zmolek, Wetrich, Jackson, Sloan

NAY: None

On motion by Wetrich, second by Sloan, the Council approved to accept the sculpture from the Keith Vander Wilt family to be placed at the Animal Shelter in his memory.

AYE: Wetrich, Zmolek, Jackson, Sloan

NAY: None

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On motion by Wetrich, second by Zmolek, the Council approved to participate in the Trees Forever Carbon Credit Program.

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

RESOLUTION NO. 41-23

On motion by Jackson, second by Sloan, the Council approved Resolution No. 41-23, a resolution approving Certificate of Completion and Final Acceptance and Release of Retainage for the Russell Street Watermain Improvement Project.

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

On motion by Sloan, second by Jackson, the Council approved final acceptance for the Russell Street Watermain Improvement - 2022 Project.

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

On motion by Zmolek, second by Jackson, the Council approved Pay Estimate No. 7 & Final amount of \$20,942.65 to Morris Enterprises, Inc. of Clutier, IA for the Russell Street Watermain Improvement – 2022 Project.

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

On motion by Zmolek, second by Wetrich, the Council approved the proposal for Engineering Services with Bolton & Menk for the E. Lincoln Way Street Project not to exceed \$141,400.00.

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

RESOLUTION NO. 42-23

On motion by Sloan, second by Wetrich, the Council approved Resolution No. 42-23, a resolution transferring funds and closing fund accounts.

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

On motion by Jackson, second by Sloan, the Council approved to table the proposals for Strategic Planning and Goal Setting due to not full Council present to vote till next meeting.

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

On motion by Wetrich, second by Jackson, the Council approved a Letter of Intent for a housing project with Greene County Development Group and Kading Properties to build 100-140 rental units.

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

There being no further business the Council agreed to adjourn at 7:09 p.m.

Matt Gordon, Mayor

Roxanne Gorsuch, City Clerk

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Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Jefferson

8/2/2023 4:50:00 PM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$265,791					\$265,791
Benefits - Roads/Streets	\$131,381	\$1,067					\$132,448
Training & Dues		\$1,404					\$1,404
Building & Grounds Maint. & Repair		\$5,848	\$240,222				\$246,070
Road Beautification			\$22,093				\$22,093
Vehicle & Office Equip Operation and Repair		\$86,814					\$86,814
Insurance		\$52,053					\$52,053
Payments to othe agencies		\$4,090					\$4,090
Other Contract Services		\$2,788					\$2,788
Minor Equipment Purchases		\$1,048					\$1,048
Operating Supplies		\$6,264					\$6,264
Other Supplies		\$4,404					\$4,404
Heavy Equipment		\$221,969					\$221,969
Transfer Out		\$40,000	\$225,601				\$265,601
Street Lighting		\$86,586					\$86,586
Traffic Control/Safety		\$3,500					\$3,500
Snow Removal Salaries		\$15,860					\$15,860
Total	\$131,381	\$799,486	\$487,916				\$1,418,783



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Jefferson

8/2/2023 4:50:00 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$91,381		\$0	\$0			\$91,381
Other Taxes (Hotel, LOST)			\$262,315				\$262,315
State Revenues - Road Use Taxes		\$575,490					\$575,490
Charges/fees						\$0	\$0
Sale of Property & Merchandise		\$10,254					\$10,254
Fines		\$450					\$450
Transfer In	\$40,000	\$225,601					\$265,601
Total	\$131,381	\$811,795	\$262,315	\$0	\$0	\$0	\$1,205,491

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Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Jefferson

8/2/2023 4:50:00 PM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
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Total



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Jefferson

8/2/2023 4:50:00 PM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
CAT Grader	1996	Purchased	\$51,000	No Change
Vermeer Brush Chipper BC 1400XL	2005	Purchased	\$40,000	No Change
Elgin Street Sweeper	2018	Purchased	\$185,000	No Change
Haulotte Biljax 5533A Lift	2014	Purchased	\$30,000	No Change
Target Concrete Saw (13-horse)	2006	Purchased	\$1,300	No Change
JLG 46055 Lift	2012	Purchased	\$35,000	No Change
Chevy Truck	2004	Purchased	\$19,798	No Change
London Foggers Model 18-20 Command with GPS	2021	Purchased	\$15,145	No Change
International Truck 7300 4X2	2014	Purchased	\$20,000	No Change
International Dump Truck	2020	Purchased	\$84,000	No Change
International 7300 Single Axle	93000	Purchased	\$93,000	No Change
Target Concrete Saw (35-horse)	2003	Purchased	\$13,000	No Change
CAT Loader	1997	Purchased	\$100,000	No Change
CAT Backhoe	2008	Purchased	\$90,000	No Change
Case Tractor 120C	2017	Purchased	\$68,000	No Change
International 7300 Single Axle	2003	Purchased	\$70,500	No Change
International 7300 Single Axle	2005	Purchased	\$89,000	No Change
Silverado K2500	2017	Purchased	\$31,511	No Change
Silverado K2500	2017	Purchased	\$30,011	No Change
CAT Mini Excavator	2022	Purchased	\$69,802	New
Kubota RTV X1100C	2023	Purchased	\$33,675	New

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City Street Finance Report

Fiscal Year 2023

Jefferson

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Description	Model Year	Usage Type	Cost	Purchased Status
John Deere Stump Grinder	2022	Purchased	\$24,900	New
Bobcat T66 T4 Compact Track Loader	2022	Purchased	\$67,291	New

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Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023
Jefferson
8/2/2023 4:50:00 PM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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City Street Finance Report

Fiscal Year 2023

Jefferson

8/2/2023 4:50:00 PM

Summary

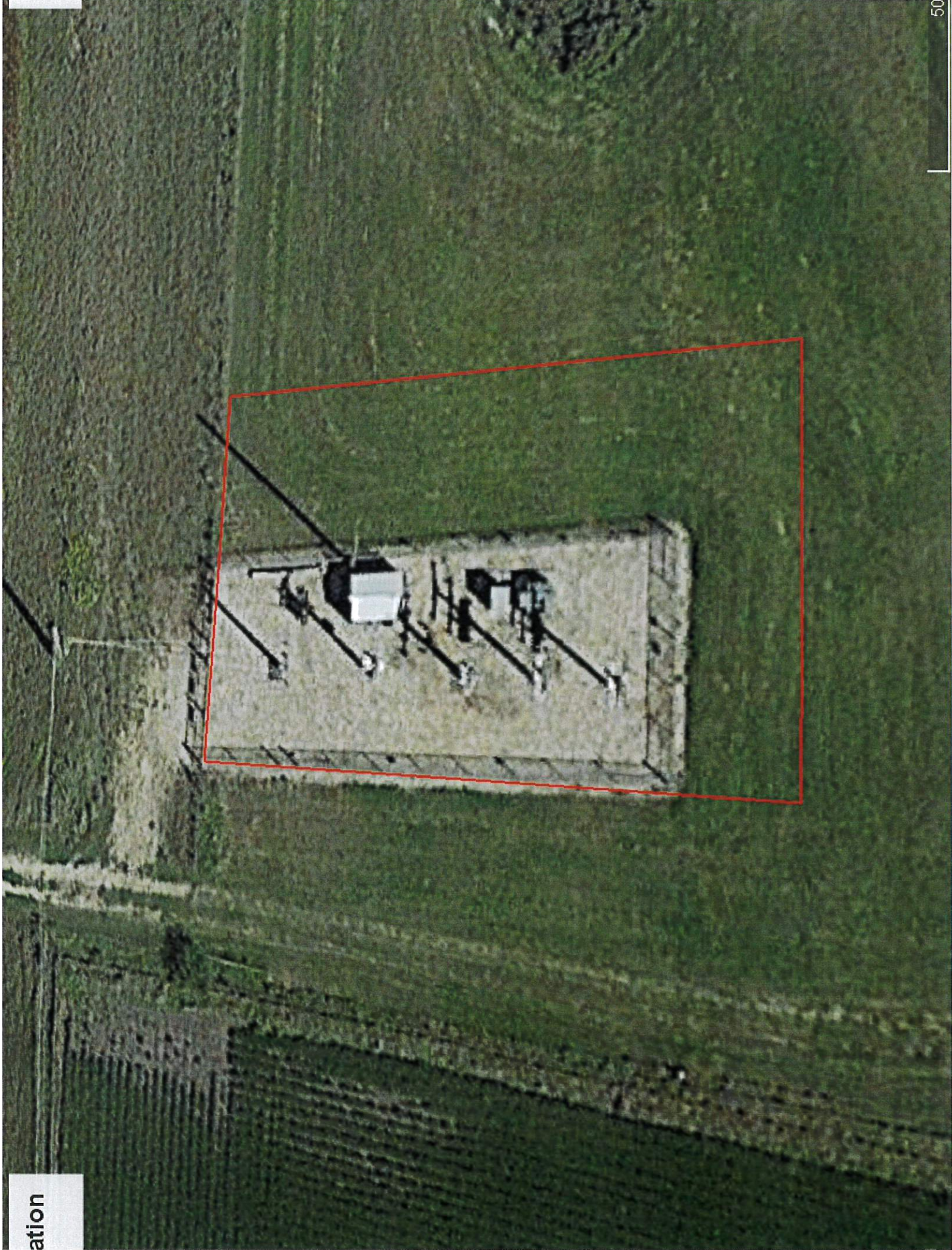
	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Beginning Balance	\$0	(\$9,446)	\$225,601	\$0	\$0	\$0	\$216,155
SubTotal Expenses (-)	\$131,381	\$759,486	\$262,315				\$1,153,182
Transfers Out (-)		\$40,000	\$225,601				\$265,601
Subtotal Revenues (+)	\$91,381	\$586,194	\$262,315	\$0		\$0	\$939,890
Transfers In (+)	\$40,000	\$225,601					\$265,601
Ending Balance	\$0	\$2,863	\$0	\$0	\$0	\$0	\$2,863

Resolution Number:

Execution Date: Tuesday, August 8, 2023

Signature: Sarah E Morlan

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SITE VIEW
SCALE 1" = 200'



PROJECT VIEW
SCALE 1" = 20'

FENCE CORNER	X=	Y=	LATITUDE	LONGITUDE
NORTHWEST	140980.506653	74216.753007	N042.034272°	W084.348545°
NORTHEAST	140980.506653	74216.753007	N042.034275°	W084.348177°
SOUTHWEST	140980.506653	74216.753007	N042.033943°	W084.348541°
SOUTHEAST	140980.506653	74216.753007	N042.033946°	W084.348173°

COORDINATE SYSTEM: HARNIA OWA STATE PLANES, SOUTH ZONE, US FOOT

REV	DATE	BY	CHKD	DESCRIPTION
B	05/23/23	SRK	SRK	ISSUE FOR COMMENTS
A	05/23/23	SRK	SRK	FOR REVIEW
1	05/23/23	SRK	SRK	ISSUE FOR REVIEW

CEIG
CONSULTING ENGINEERS GROUP
LAWRENCE, MINNESOTA

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



THIS LINE IS ONE INCH WHEN DRAWN AT THE SCALE INDICATED. ALL DIMENSIONS ARE TO BE SHOWN AT ONE INCH SCALE ACCORDINGLY.

SCALE: 1" = 20'	PROJECT: CEIG-HAR01
DRAWN: SRK	DWG. NO.
DATE: 05/13/23	

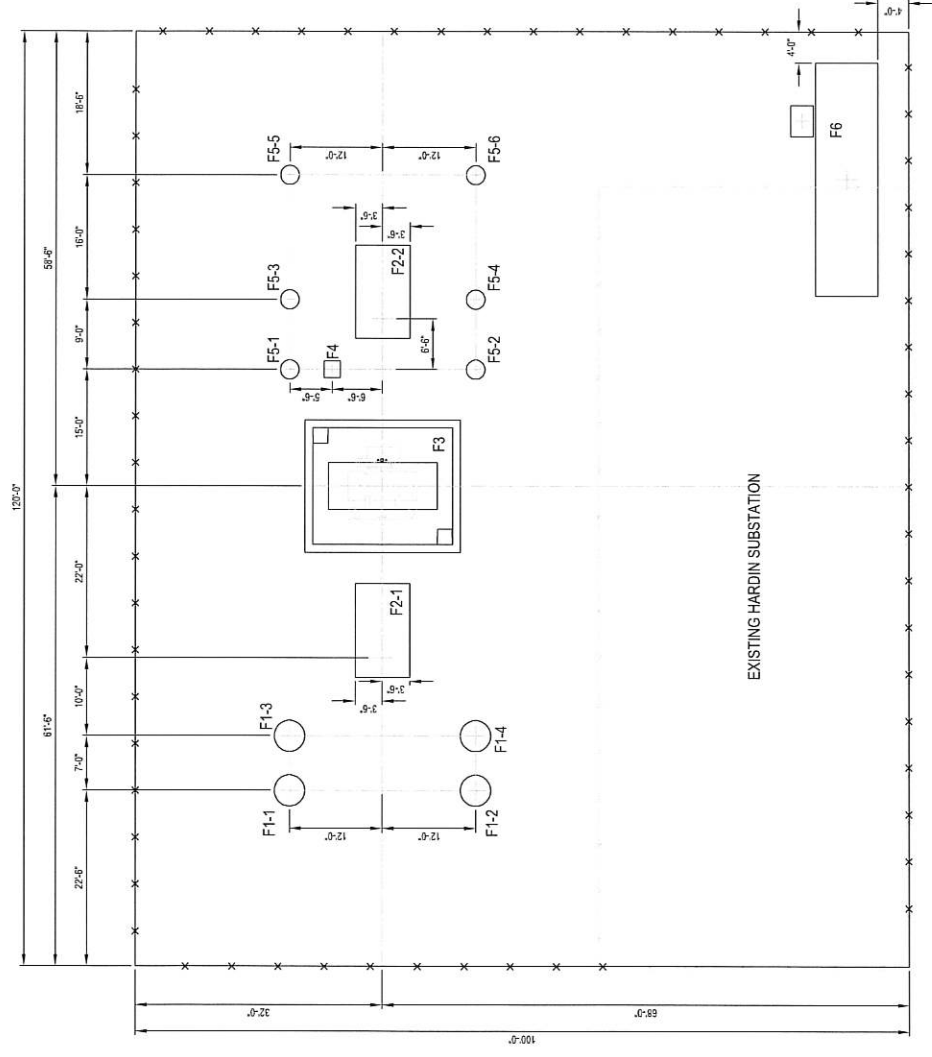
HAR-PP-01RB

Handwritten signature or initials.



FENCE CORNER	X=	Y=	LATITUDE	LONGITUDE
NORTHWEST	1408980.506653	742316.783007	NM42.034272°	WM84.348545°
NORTHEAST	1408980.506653	742316.783007	NM42.034275°	WM84.348177°
SOUTHWEST	1408980.506653	742196.783007	NM42.033943°	WM84.348541°
SOUTHEAST	1408980.506653	742196.783007	NM42.033946°	WM84.348173°

COORDINATE SYSTEM: HARNNA (OWA STATE PLANES, SOUTH ZONE, US FOOT)



EXISTING HARDIN SUBSTATION

NOTES:

- SEE GENERAL NOTES ON DWG. FD-02. FINAL GRADE INCLUDES 6" OF CRUSHED ROCK ABOVE ROUGH GRADE.
- ADD BOLLARDS FOR PHYSICAL PROTECTION OF 8" SCH-40 PVC.
- SEE GRADING DRAWING FOR ADDITIONAL INFORMATION REGARDING SITE PLAN.

FOUNDATION ELEVATION NOTES:

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

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

THIS LINE IS ONE INCH WHEN PRINTED AT FULL SCALE. ANY OTHER SCALE ACCORDINGLY.

B	007075	MAX	AB	FBI	CUSTOMER COMMENTS
A	001223	MAX	AB	FBI	2ND DESIGN
REV	DATE	BY	CHKD	LAND	DESCRIPTION

CEIG CONSULTING ENGINEERS GROUP
LAWSON, MISSOURI

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

SCALE: 1/8" = 1'-0"
DRAWN: MAK
DATE: 08/12/23
PROJECT: CEGHAR01
DWG. NO.
HAR-FD-01RB

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Prepared by and return to:

AMENDED AND RESTATED WIND FARM INTERCONNECTION EASEMENT AGREEMENT

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

RECITALS

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Default; Termination.

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

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

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

d. Abandonment. This Agreement and Hardin Hilltop's rights hereunder shall be deemed abandoned and terminated if Hardin Hilltop does not use the Property for the purposes stated herein for a continuous period of one (1) year, unless and to the extent such interruption in use is due to (i) an event of Force Majeure, (ii) the repowering of, or other substantial modification to, the wind turbines served by the Hardin Substation or (iii) valid orders of ITC or any other government authority, utility or transmission system operator to suspend operation.

e. Upon termination of this Agreement for any reason, Hardin Hilltop will execute a quit claim deed or such other instrument as City may request for the purpose of evidencing the termination and extinguishment of the Easements provided for under this Agreement.

10. Assignment: Rights of Financier.

a. Hardin Hilltop may at any time mortgage all or any part of its interest in the Easements and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any entity financing Hardin Hilltop or any of its facilities ("Lender") without the consent of City. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Hardin Hilltop's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Hardin Hilltop directly.

b. City and Hardin Hilltop agree that, once all or any part of Hardin Hilltop's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify this Agreement without the prior written consent of the Lender.

c. City agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Hardin Hilltop under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent any forfeiture of any of Hardin Hilltop's rights under this Agreement as if done by Hardin Hilltop itself.

d. City agrees and acknowledges that it shall not terminate this Agreement or any of the rights or interests granted to Hardin Hilltop in the Property due to a default by Hardin Hilltop pursuant to Section 9(a) until and unless it provides notice of the default to all Lenders and provides each Lender an opportunity to cure the default for a period of sixty (60) days after notice to the Lender or any longer period for cure provided by Section 9(a). City's obligation to provide notice will only exist with respect to any Lender for which Hardin Hilltop has provided a notice address to City. If within the cure period, a Lender notifies City that it must foreclose on Hardin Hilltop's interest or otherwise take possession of Hardin Hilltop's interest under this Agreement in order to effect a remedy, City shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Hardin Hilltop's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by

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

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

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

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

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

(Signature pages follow)

RESOLUTION NO. _____

A RESOLUTION APPROVING THE GRANT OF AN EASEMENT
TO HARDIN HILLTOP WIND, LLC

WHEREAS, the City of Jefferson granted an easement to Hardin Hilltop Wind, LLC on October 12, 2006 for the purpose of creating a wind farm interconnection electrical substation.

WHEREAS, due to a planned increase in transmission line voltage from 354.5 kV to 69kV by International Transmission Co, Hardin Hilltop Wind, LLC must install new high-voltage equipment at the substation.

WHEREAS, to safely install and operate the new equipment, Hardin Hilltop Wind, LLC requires a larger site footprint than granted by the original easement, and therefore offered compensation to the City in exchange for a new easement.

WHEREAS, by Resolution No. 38-23 adopted July 25, 2023, the City Council of the City of Jefferson proposed to grant said easement to Hardin Hilltop Wind, LLC for the purpose of installing and operating the new high voltage equipment at the substation.

WHEREAS, notice of public hearing on the City's proposal to grant such easement has been published as required by law; and

WHEREAS, that public hearing has been held at the time and place as specified in the notice and any and all objections or other comments relating to such proposal have been heard; and

WHEREAS, a proposed form of easement agreement has been prepared by Hardin Hilltop Wind, LLC and reviewed and approved by the City Attorney.

WHEREAS, it is deemed to be in the best interests of the City of Jefferson, Iowa, that the proposed easement be approved.

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

Section 1. The Amended and Restated Wind Farm Interconnection Easement Agreement with Hardin Hilltop Wind, LLC, is hereby approved and granted for the consideration of \$5,000.00.

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

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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 August 8, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

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Army Survivor Outreach Services
3200 2nd Mech Drive
Sioux City, IA 51111
Office: 515-331-5548
Cell: 712-535-1810
cory.l.vansloten.ctr@army.mil

July 27, 2023

Jefferson City Council
220 North Chestnut Street
Jefferson, Iowa 50129

Dear Mayor Gordon and Jefferson City Council Members,

I am writing you to humbly recommend your support for memorial highway signage in honor of Lance Corporal Benjamin Carman as part of the proposed LCpl Benjamin Carman Memorial Highway on IA 4 from US 30 to IA 141. LCpl Carman is one of two Service Members from Jefferson, the other being CPT Matthew Nielson, who were killed in action in the Global War on Terror. This stretch of IA 4 makes for a fitting memorial highway in honor of LCpl Carman, as it passes near his parents home south of Jefferson.

In my position as Support Coordinator for Army Survivor Outreach Services in Western Iowa, I serve a growing number of Survivors of Deceased Service Members who have successfully navigated the process of obtaining memorial bridge or highway signage in honor and memory of their loved ones through the Iowa Department of Transportation.

For such memorial highway designations to become a reality, they must have a signed resolution from each city and county through which the named route passes, indicating support of the route designation.

This recommended LCpl Benjamin Carman Memorial Highway signage would serve as a lasting tribute to LCpl Carman's selfless service to and supreme sacrifice for the nation, the sobering sacrifice of his surviving family, and the solemn pride of his home community and county.

President Calvin Coolidge once said, "The nation that forgets its defenders will itself be forgotten." Memorial highway signage in honor of LCpl Benjamin Carman would be a fitting way to ensure that he is not forgotten.

Respectfully,

Cory Van Sloten

Army Survivor Outreach Services
Western Iowa Support Coordinator
Strategic Resources, Inc. Contractor

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RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE DESIGNATION OF THE
LCPL BENJAMIN CARMAN MEMORIAL HIGHWAY

WHEREAS, the City of Jefferson received a letter from Cory Van Sloten, of Army Survivor Outreach Services Support Coordinator for Western Iowa, requesting support for memorial highway signage within the City in honor of LCpl Benjamin Carman;

WHEREAS, LCpl Benjamin Carman was one of two service members from Jefferson, Iowa, the other being CPT Matthew Nielson, who was killed in action while serving in Iraq;

WHEREAS, the Greene County Board of Supervisors is simultaneously considering a resolution to designate the memorial highway in honor of LCpl Benjamin Carman, in addition to considering a resolution designating the U.S. Highway 30 bridge spanning the Raccoon River in honor of CPT Matthew Nielson;

WHEREAS, Army Surviving Outreach Services is requesting support as it works to designate the 13.5-mile stretch of Iowa Highway 4 from U.S. Highway 30 to Iowa Highway 141 as the LCpl Benjamin Carman Memorial Highway;

WHEREAS, this stretch of Iowa Highway 4 makes for a fitting memorial highway in honor of LCpl Benjamin Carman as it passes by the Carman family home south of Jefferson;

WHEREAS, the City of Jefferson recognizes this designation as a lasting tribute to LCpl Carman's selfless service to and sacrifice for the nation, the sacrifice of his surviving family, and the solemn pride of his home community.

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

Section 1. The City Council hereby supports the work of Army Survivor Outreach Services in its efforts for the designation of and memorial signage for the LCpl Benjamin Carman Memorial Highway on Iowa Highway 4 from U.S. Highway 30 to Iowa Highway 141.

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

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

Passed and approved on _____, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk



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

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

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

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

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

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

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

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

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

To be subsequently referred to as:

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

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

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

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

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

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

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

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

_____.

Roxanne Gorsuch, City Clerk

ZB

ORDINANCE NO. _____

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

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

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

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

A. For each residential premises – a fee of \$11.45 per month per container.

B. For each dwelling unit of a multiple-family dwelling containing four or more apartments or dwelling units – a fee of \$6.95 per month per apartment or dwelling unit. If collection for such units is made through the use of a dumpster the charges shall be \$5.65 per month per apartment or dwelling unit.

C. For each mobile home in a mobile home court or mobile home park – a fee of \$11.45 per month per mobile home. If collection for the mobile home units is made through the use of a dumpster the charge shall be \$8.20 per month per mobile home.

D. Landfill fee of \$2.50 per month.

E. Recycling fee of \$4.70 per month.

F. Yard waste site fee of \$3.00 per month.

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

A. A base fee of \$11.45 per month for each commercial premises.

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

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

2½ yards.....\$ 10.25

3 yards.....\$ 11.40

C. Recycling fee of \$4.70 per month.

3. Yard Waste. The charges for collection of yard waste are:

A. The charge for yard waste stickers to be used for pick up of yard waste bags or bundles shall be \$2.00 per sticker.

B. For all yard waste that is not placed in bags or bundles as required by this chapter or by resolution, there will be a charge imposed on the basis of \$20.00 per hour per person required to make such pick up, with a minimum charge of \$5.00.

4. Special Items. The following charges apply to special items:

A. For each refrigerator, freezer, dehumidifier, air conditioning unit and equipment, and other appliance or equipment containing Freon.....\$ 40.00

B. For each stove, microwave, washer, dryer, hot water heater and other appliance not containing Freon\$ 25.00

C. For each chair, recliner, hide-a-bed, sofa, love seat, and other item of comparable size\$ 10.00

D. For each window.....\$ 5.00

E. Carpeting and pad (for each 12 x 12-foot piece or part thereof)\$ 20.00

F. For each computer mouse, circuit board, CD-Rom drive, hard drive, keyboard, pair of speakers, cellular phone, pager, external modem, external drive, network hub or router, laptop battery, telephone, CPU for desktop computer, VCR and typewriter.....\$ 5.00

G. For each computer monitor less than 19 inches, TV less than 19 inches, printer for computer, computer server, laptop or portable computer, Macintosh computer/ screen, fax machine, scanner and UPS\$ 20.00

H. For each computer monitor 19 inches and up, TV 19 inches and up and cash register.....\$ 30.00

I. For each photocopier.....\$ 50.00

J. For each mainframe computer\$ 75.00

K. For collection of construction or demolition debris, such as from fences, decks, buildings and remodeling projects, there shall be a charge of \$20.00 per hour per person required to make such collection.

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

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

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

Dumpsters may not be rented for more than two months.

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

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

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

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

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

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

RESOLUTION NO. _____
 A RESOLUTION ADOPTING NEW AND REVISED FEES FOR
 THE CITY OF JEFFERSON

BE IT RESOLVED by the City Council for the City of Jefferson, Iowa, that the following fees shall be adopted or adjusted to recover the approximate actual costs of city services from those who use and benefit from these services.

NOW, THEREFORE, it is resolved by the City Council of the City of Ames, Iowa, that fees shall be adopted as follows:

SECTION ONE. The following Fee Schedule is hereby adopted or adjusted effective _____ 2023, and will be posted in the office of the City Clerk:

**CITY OF JEFFERSON
 FEE SCHEDULE
 2023**

**ADMINISTRATIVE
 SERVICES**

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

**COMMUNITY
 DEVELOPMENT**

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

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

Building Permit Fees:

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

Building Fees/Licenses Fees:

Demolition Permit	\$50.00
Excavation Permit (ROW)	\$50.00
Sign Permit	\$50.00
Fence Permit	\$50.00
Drive-way and Sidewalk Permit	\$50.00
House Movers Permit	\$50.00
Curb Cutting Permit	\$50.00
Water/sewer service line permit	\$100.00
Water system hookup	\$1,000.00
Sewer system hookup	(\$ Variable)
Snow Removal	time & material with minimum of \$200.00
Lawn Mowing	time & material with minimum of \$200.00

*All fees/costs are allocated from the 2023 International Code Council and will be left permanently open for adjustment according to it's changes and/or updates pursuant to Section 155.09 of the Code of Ordinances of the City of Jefferson.

POLICE DEPARTMENT

Description	Fees
Copies of crash/accident reports	\$4.00/each
Copies of Reports in excess of 5 pages	\$0.50 per page
Copies of police reports	\$2.00/each
3 x 5 photographs	\$3.00/each

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

PUBLIC WORKS

Description	Fee (1 hour minimum)
Equipment Rates:	
Weed eater	\$35.00/hour
Riding mower	\$50.00/hour
Light duty pick-up	\$50.00/hour
Concrete saw	\$50.00/hour
Air compression	\$60.00/hour
1-ton pick-up	\$60.00/hour
Light duty tractor	\$60.00/hour
Tractor	\$80.00/hour
Skid loader	\$80.00/hour
Garbage truck	\$80.00/hour
Snow blower	\$80.00/hour
Stumper	\$80.00/hour
Dump truck	\$100.00/hour
Sewer jet	\$80.00/hour

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Chipper	\$80.00/hour
Street sweeper	\$125.00/hour
Backhoe	\$125.00/hour
Motor grader	\$125.00/hour
Pay loader	\$125.00/hour
Mini excavator	\$125.00/hour
Hydro vac	\$150.00/hour
Boring tool & compressor & 1 staff	\$250.00/hour includes one man

Labor fees:

Regular (7 a.m. – 3:30 p.m.)	\$50.00/hour – 1 hour minimum
Overtime (after 3:30 p.m.)	\$70.00/hour – 2 hour minimum

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

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

WATER/WASTEWATER/SOLID WASTE

Description	Fees
WATER/WASTEWATER/SOLID WASTE DEPOSIT:	\$150.00
Water and wastewater:	
Temporary vacancy	\$ current monthly minimum bill
Water meter up to ¾ inch	actual current cost plus 5%
Water meter over ¾ inch	actual current cost plus 5%
Hydrant meter	\$100 fee to use
Replace frozen meter	actual current cost plus 5% if customer at fault
Replace stopped meter	\$0 if faulty or current cost plus 5% if customer fault
Meter repair	\$50.00/hour
Meter in or out from vacancy	\$25.00 remove or install
Replacing wire	\$20.00
Curb box service	\$20.00
Trip fee to disconnect	\$20.00
Disconnect fee	\$20.00
Trip fee to reconnect	\$20.00

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Reconnection fee	\$25.00
Water tapping /new service or add line	time and material
New curb box installed	time and material
Water and sewer permit	\$100.00

Solid waste fee:

Yard waste stickers	\$2.00/each
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Sign replacement or repair charges (due to vandalism or accidents):

All signs	actual cost plus 5%
Telespar posts	actual cost plus 5%

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

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

Passed and approved on _____, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISIONS RELATING TO
BUILDING PERMIT FEES

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

SECTION 1. Section Amended. Section 155.09 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

155.09 BUILDING PERMIT FEES. On buildings, structures or alterations requiring a permit, the City hereby adopts for its building permit fee schedule and incorporates by reference the Permit Fee Schedule published in the appendices of the most recently published edition of the International Residential Code, published by the International Code Council, an official copy of which is on file in the office of the City Clerk. The International Residential Code is partially adopted by reference for the limited purposes of this section unless otherwise provided in the Code of Ordinances. The fees shall be based on the total construction costs of the proposed work, exclusive of the cost of land or costs for which other permit fees are required. No permits required by the Building Code shall be issued until the fee prescribed in this chapter has been paid nor shall any amendment to a permit be approved until the additional fee, if any, due to an increase in estimated cost of the building or structure, has been paid.

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 _____, 2023.

Matt Gordon, 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

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SECTION 00991 – CHANGE ORDER

(Instructions on reverse side)

No. 2

PROJECT: Wastewater Treatment Facility Improvements

DATE OF ISSUANCE: August 4, 2023

EFFECTIVE DATE: July 12, 2023

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 Contract Documents.

Description:

Sandblast and recoat existing metals in Clarifiers 1, 2, and 3 during clarifier rehabilitation.

Reason for Change Order:

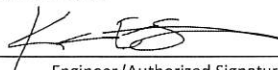
Original contract did not include recoating metals. After clarifier inspection during construction, it was determined that recoating the metals was recommended due to condition of metals and existing coating.

Attachments: (List documents supporting change)

Contractor's Potential Change Order #005, dated July 12, 2023

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. -- to No. <u>1</u>	Net changes from previous Change Orders No. -- to No. <u>1</u>
<u>\$185,359.09</u>	<u>00</u> days
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
<u>\$17,690,059.09</u>	Substantial Completion : <u>610</u> days or dates Ready for final payment : <u>735</u> days or dates
Net Increase (Increase/Decrease/No Change) of this Change Order	Net No Change (Increase/Decrease/No Change) of this Change Order
<u>\$62,089.77</u>	<u>00</u> days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
<u>\$17,752,148.86</u>	Substantial Completion : <u>610</u> days or dates Ready for final payment : <u>735</u> days or dates

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 8/4/2023

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.

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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 #005: CE #006 - Clarifier Existing Metals

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:	005 / 0	CONTRACT:	1 - Waste Water Treatment Facilities Improvements - Jefferson, IA
REQUEST RECEIVED FROM:	Katie Sterk (Bolton & Menk, Inc. - MN)	CREATED BY:	John Schneider (Shank Constructors)
STATUS:	Pending - In Review	CREATED DATE:	7/12/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#003 - CE #006 - Clarifier Existing Metals
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	15 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$62,089.77

POTENTIAL CHANGE ORDER TITLE: CE #006 - Clarifier Existing Metals

CHANGE REASON: Client Request

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

CE #006 - Clarifier Existing Metals - Coating

It was brought up at a progress meeting that the existing metals within the Clarifiers (3) are not scheduled to be coated - the Engineer and Owner have requested pricing for the cost to coat these metals.

ATTACHMENTS:

[Labor Materials Clarifier Steel.pdf](#)

#	Budget Code	Description	Amount
1	20-2090.000.Subcontract Painting Contractors	Metals Coatings Clarifiers	\$51,620.73
2	1525-53320.000.Labor Clarifiers	Labor (Handling Coated Metals)	\$5,408.00
		Subtotal:	\$57,028.73
		Small Tools (5.00% Applies to Labor.):	\$270.40
		Safety (0.50% Applies to Material, Other, Labor, Equipment, and Subcontract.):	\$286.50
		Clean Up (0.25% Applies to Material, Other, Labor, Equipment, and Subcontract.):	\$143.96
		Subcontract Fee (5.00% Applies to Subcontract.):	\$2,581.04
		Contractor Fee (15.00% Applies to Material, Other, Labor, and Equipment.):	\$858.16
		Bond (0.75% Applies to Material, Other, Labor, Equipment, and Subcontract.):	\$458.77
		Insurance (0.75% Applies to Material, Other, Labor, Equipment, and Subcontract.):	\$462.21
		Grand Total:	\$62,089.77

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Contractor's Application for Payment No. 6(six)

Application Period: 7/1/2023 to 7/31/2023		Application Date: 8/1/2023	
To (Owner): City of Jefferson 200 N Chestnut St, Jefferson, IA	From (Contractor): Shank Constructors, Inc. 3501 85th Avenue North, Brooklyn Park, MN	Via (Engineer): Bolton & Menk Ames, IA	
Owner's DWSRF Number: 1445	Contractor's Contract Number: 1316	Engineer's Project Number: 134997	
Project: Jefferson WWTP		Contract:	

Application For Payment - Change Order Summary

Number	Approved Change Orders	Deductions
CO 1	\$ 185,359.09	
Totals:	\$ 185,359.09	\$ -
Net Change by Change Order:	\$ 185,359.09	

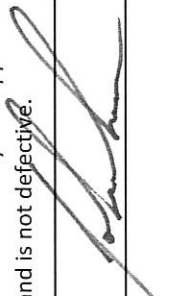
1. Original Contract Price.....	\$ 17,504,700.00
2. Net change by Change Orders.....	\$ 185,359.09
3. Current Contract Price (Line 1 ± 2).....	\$ 17,690,059.09
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$ 4,722,181.56
5. Retainage	
a. 5.0% X \$ 3,783,295.09 Work Completed.....	\$ 189,164.75
b. 5.0% X \$ 938,886.47 Stored Material.....	\$ 46,944.32
c. Early Release of Retainage.....	\$ -
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$ 236,109.07
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$ 4,486,072.49
7. Less Previous Payments (Line 6 from prior Application).....	\$ 3,681,282.39
8. Amount Due This Application.....	\$ 804,790.10
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$ 14,142,873.07

Contractor's Certification
The undersigned Contractor certifies to the best of his knowledge as follows:

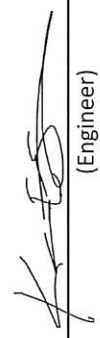
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 8/2/2023

Payment of: \$804,790.10
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 8/3/2023 (Date)

Payment of: _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Funding Agency (if applicable)) _____ (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	7/1/2023		7/31/2023		8/1/2023		
Application Period:	A		B		E		
Specification Section Number	Description	Scheduled Value (\$)	Work Completed		Total Completed to Date (C + D)	% (F/B)	Balance to Finish (B - F)
			C	D			
Division 01 - General Requirements							
	Mobilization	\$ 525,200.00	\$ 525,200.00		\$ 525,200.00	100.00%	\$ -
	Allowances	\$ 1,075,000.00	\$ -		\$ -	0.00%	\$ 1,075,000.00
Division 02							
	Site Removals	\$ 86,400.00	\$ 67,900.00		\$ 67,900.00	78.59%	\$ 18,500.00
	Demo SST Tank	\$ 445,800.00	\$ 445,800.00		\$ 445,800.00	100.00%	\$ -
	Strip Top Soil	\$ 25,700.00	\$ 25,100.00		\$ 25,100.00	97.67%	\$ 600.00
	Site Prep Sludge Tank	\$ 215,500.00	\$ 215,500.00		\$ 215,500.00	100.00%	\$ -
	Excavation Sludge Tank	\$ 338,700.00	\$ 338,700.00		\$ 338,700.00	100.00%	\$ -
	Excavation Sludge Loadout	\$ 78,400.00	\$ -		\$ -	0.00%	\$ 78,400.00
	Excavation AET Lift Station	\$ 326,185.00	\$ 61,200.00		\$ 61,200.00	18.76%	\$ 264,985.00
	Excavation Rapid Mix Tank	\$ 98,200.00	\$ 23,500.00	\$ 54,300.00	\$ 77,800.00	79.23%	\$ 20,400.00
	Excavation Ferric Slab	\$ 9,500.00	\$ -	\$ 9,500.00	\$ 9,500.00	100.00%	\$ -
	Splitter Box Bypass	\$ 55,100.00	\$ -		\$ -	0.00%	\$ 55,100.00
	Grading Sidewalks	\$ 9,900.00	\$ -		\$ -	0.00%	\$ 9,900.00
	Top Soil Placement	\$ 12,900.00	\$ -		\$ -	0.00%	\$ 12,900.00
2370.0	Erosion Control	\$ 20,000.00	\$ 13,500.00		\$ 13,500.00	67.50%	\$ 6,500.00
	Site Concrete	\$ 75,600.00	\$ -		\$ -	0.00%	\$ 75,600.00
2920.0	Seeding	\$ 5,000.00	\$ -		\$ -	0.00%	\$ 5,000.00
	30" & 24" PP to Splitter Box	\$ 444,950.00	\$ -		\$ -	0.00%	\$ 444,950.00
	6" & 8" ST & 4" PD East	\$ 155,920.00	\$ 27,800.00		\$ 27,800.00	17.83%	\$ 128,120.00
	Piping Rapid Mix Area	\$ 253,380.00	\$ -		\$ -	0.00%	\$ 253,380.00
	6" ST & 12" RAS by AET Lift Station	\$ 172,880.00	\$ -		\$ -	0.00%	\$ 172,880.00
	16" MLR to Aeration	\$ 558,620.00	\$ -		\$ -	0.00%	\$ 558,620.00
	HDPE/Utility Water	\$ 161,250.00	\$ -		\$ -	0.00%	\$ 161,250.00
	Aeration Tank Demo	\$ 28,770.00	\$ -		\$ -	0.00%	\$ 28,770.00
	Headworks Demo	\$ 11,150.00	\$ -		\$ -	0.00%	\$ 11,150.00
	Blower Building Demo	\$ 8,150.00	\$ -		\$ -	0.00%	\$ 8,150.00
	Clarifiers Demo	\$ 421,920.00	\$ 140,640.00		\$ 140,640.00	33.33%	\$ 281,280.00
	Biosolids Demo	\$ 83,510.00	\$ -		\$ -	0.00%	\$ 83,510.00

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Specification Section Number	A Description	B Scheduled Value (\$)	Work Completed		E	F		G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period		Total Completed to Date (C + D)	% (F/B)	
Division 03	Disinfection Demo	\$ 6,500.00	\$ -			\$ -	0.00%	\$ 6,500.00
	Concrete - Anoxic Basin	\$ 1,155,800.00	\$ 25,400.00			\$ 25,400.00	2.20%	\$ 1,130,400.00
	Concrete - Biosolids Loadout	\$ 132,700.00	\$ 2,500.00			\$ 2,500.00	1.88%	\$ 130,200.00
	Concrete - Rapid Mix	\$ 127,900.00	\$ 2,400.00	\$ 118,500.00		\$ 120,900.00	94.53%	\$ 7,000.00
	Concrete - Biosolids Control	\$ 33,600.00	\$ 700.00			\$ 700.00	2.08%	\$ 32,900.00
	Concrete - Ferric Chloride	\$ 33,600.00	\$ 700.00			\$ 700.00	2.08%	\$ 32,900.00
	Concrete - Misc	\$ 39,395.00	\$ 750.00			\$ 750.00	1.90%	\$ 38,645.00
	Precast Plank	\$ 30,500.00	\$ -			\$ -	0.00%	\$ 30,500.00
Division 04								
	Masonry	\$ 155,440.00	\$ 7,500.00			\$ 7,500.00	4.83%	\$ 147,940.00
Division 05								
	Metals Installation	\$ 44,650.00	\$ -			\$ -	0.00%	\$ 44,650.00
	Misc Metals Supply	\$ 111,960.00	\$ 11,500.00			\$ 11,500.00	10.27%	\$ 100,460.00
Division 06								
	Wood Blocking	\$ 56,600.00	\$ -			\$ -	0.00%	\$ 56,600.00
Division 07								
7535.0	Roofing & Sheet metal	\$ 169,000.00	\$ -			\$ -	0.00%	\$ 169,000.00
	Sealants	\$ 33,500.00	\$ -			\$ -	0.00%	\$ 33,500.00
Division 08								
	HM Doors & Frams	\$ 6,705.00	\$ -			\$ -	0.00%	\$ 6,705.00
	Hatches & Door Instalation	\$ 39,500.00	\$ -			\$ -	0.00%	\$ 39,500.00
	Hatches & Door Instalation	\$ 25,000.00	\$ -			\$ -	0.00%	\$ 25,000.00
Division 09								
	Coatings	\$ 765,550.00	\$ 40,000.00	\$ 40,000.00		\$ 80,000.00	10.45%	\$ 685,550.00
Division 11								
11000.0	Vessco direct Supplied Equipment	\$ 1,348,516.00	\$ 27,000.00			\$ 27,000.00	2.00%	\$ 1,321,516.00
11266.0	UV Disinfection Equipment	\$ 247,600.00	\$ 75,000.00			\$ 75,000.00	30.29%	\$ 172,600.00
11315.0	Rotary Lobe Pumps	\$ 114,118.00	\$ 5,706.00			\$ 5,706.00	5.00%	\$ 108,412.00
11330/31	Bar Screens & Dewatering Press	\$ 88,677.00	\$ 4,400.00			\$ 4,400.00	4.96%	\$ 84,277.00
11351.0	Clarifier Equipment	\$ 356,634.00	\$ 71,820.00			\$ 71,820.00	20.14%	\$ 284,814.00
11372.0	Blowers	\$ 129,230.00	\$ 6,460.00			\$ 6,460.00	5.00%	\$ 122,770.00
11374/75	Fine Pore Membrane Aeration Equip	\$ 159,150.00	\$ 15,960.00			\$ 15,960.00	10.03%	\$ 143,190.00

Specification Section Number	A Description	B Scheduled Value (\$)	Work Completed		E	F		G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period		Total Completed to Date (C + D)	% (F/B)	
Division 11								
	Installation							
	Aeration Splitter Box	\$ 3,900.00	\$ -			\$ -	0.00%	\$ 3,900.00
	Secondary Splitter Box	\$ 3,900.00	\$ -			\$ -	0.00%	\$ 3,900.00
	Aeration Tank Install	\$ 56,700.00	\$ -			\$ -	0.00%	\$ 56,700.00
	MLR 1, 2, 3	\$ 7,100.00	\$ -			\$ -	0.00%	\$ 7,100.00
	Headworks Equipment	\$ 20,500.00	\$ -			\$ -	0.00%	\$ 20,500.00
	Blower Building Equipment	\$ 31,300.00	\$ -			\$ -	0.00%	\$ 31,300.00
	Clarifiers Install	\$ 71,600.00	\$ -			\$ -	0.00%	\$ 71,600.00
	Was Pumps	\$ 4,830.00	\$ -			\$ -	0.00%	\$ 4,830.00
	Disinfection Install	\$ 3,990.00	\$ -			\$ -	0.00%	\$ 3,990.00
	RAS/PST Pumps	\$ 49,350.00	\$ -			\$ -	0.00%	\$ 49,350.00
	Flexzone - Anoxic Basin	\$ 20,680.00	\$ -			\$ -	0.00%	\$ 20,680.00
	Flexzone - Storage Tank	\$ 68,550.00	\$ -			\$ -	0.00%	\$ 68,550.00
	Flexzone - Aeration	\$ 61,450.00	\$ -			\$ -	0.00%	\$ 61,450.00
	Course Bubble Digester	\$ 17,800.00	\$ -			\$ -	0.00%	\$ 17,800.00
	Course Bubble WAS	\$ 4,800.00	\$ -			\$ -	0.00%	\$ 4,800.00
	Aeration Overflows	\$ 12,350.00	\$ -			\$ -	0.00%	\$ 12,350.00
Division 13								
	Tank Mobilization	\$ 120,000.00	\$ 120,000.00			\$ 120,000.00	100.00%	\$ -
	Tank De-Mobilization	\$ 40,000.00	\$ -			\$ -	0.00%	\$ 40,000.00
	Design Drawings & Calcs	\$ 104,000.00	\$ 104,000.00			\$ 104,000.00	100.00%	\$ -
	Footings Forms	\$ 24,000.00	\$ 24,000.00			\$ 24,000.00	100.00%	\$ -
	Reinforcing	\$ 56,000.00	\$ 56,000.00			\$ 56,000.00	100.00%	\$ -
	Place Floor/Footing Concrete	\$ 80,000.00	\$ 80,000.00			\$ 80,000.00	100.00%	\$ -
	Install Beds	\$ 29,000.00	\$ 29,000.00			\$ 29,000.00	100.00%	\$ -
	Form/Reinforce/Pour Panels	\$ 129,000.00	\$ 129,000.00			\$ 129,000.00	100.00%	\$ -
	Erect Panels	\$ 72,000.00	\$ 72,000.00			\$ 72,000.00	100.00%	\$ -
	Joints and Curb	\$ 29,000.00	\$ 29,000.00			\$ 29,000.00	100.00%	\$ -
	Shotcrete Diaphragm	\$ 29,000.00	\$ 29,000.00			\$ 29,000.00	100.00%	\$ -
	Erect Shoring	\$ 31,000.00	\$ 31,000.00			\$ 31,000.00	100.00%	\$ -
	Erect Formwork	\$ 23,000.00	\$ 23,000.00			\$ 23,000.00	100.00%	\$ -
	Reinforcing	\$ 54,000.00	\$ 54,000.00			\$ 54,000.00	100.00%	\$ -
	Place Dome Concrete	\$ 16,000.00	\$ 16,000.00			\$ 16,000.00	100.00%	\$ -
	Remove Formwork	\$ 23,000.00	\$ -	\$ 23,000.00		\$ 23,000.00	100.00%	\$ -
	Prestress	\$ 45,000.00	\$ -	\$ 45,000.00		\$ 45,000.00	100.00%	\$ -
	Wire Coat	\$ 19,000.00	\$ -	\$ 19,000.00		\$ 19,000.00	100.00%	\$ -
	Body Coat	\$ 17,000.00	\$ -	\$ 17,000.00		\$ 17,000.00	100.00%	\$ -
	Final Coat	\$ 4,000.00	\$ -	\$ 4,000.00		\$ 4,000.00	100.00%	\$ -
	Tank Pipe, Fittings & Appurtenances	\$ 64,000.00	\$ -	\$ 64,000.00		\$ 64,000.00	100.00%	\$ -

Specification Section Number	A Description	B Scheduled Value (\$)	Work Completed		E	F		G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period		Total Completed to Date (C + D)	% (F/B)	
13216.0	Decorative Paint - Exterior	\$ 23,000.00	\$ -	\$ 23,000.00		\$ 23,000.00	100.00%	\$ -
Division 14								
14620.0	Hoists	\$ 9,620.00	\$ -			\$ 9,620.00	0.00%	\$ 9,620.00
Division 15								
	Grit Separation Piping	\$ 34,900.00	\$ -			\$ 34,900.00	0.00%	\$ 34,900.00
	Process Piping	\$ 290,100.00	\$ -			\$ 290,100.00	0.00%	\$ 290,100.00
	Mixed Liquor Return Piping	\$ 289,560.00	\$ -			\$ 289,560.00	0.00%	\$ 289,560.00
	Sludge Transfer Piping	\$ 50,080.00	\$ -			\$ 50,080.00	0.00%	\$ 50,080.00
	Aeration Piping	\$ 391,900.00	\$ -			\$ 391,900.00	0.00%	\$ 391,900.00
	RAS Piping	\$ 121,280.00	\$ -			\$ 121,280.00	0.00%	\$ 121,280.00
	WAS Piping	\$ 68,040.00	\$ -			\$ 68,040.00	0.00%	\$ 68,040.00
	Supernatant Piping	\$ 5,520.00	\$ -			\$ 5,520.00	0.00%	\$ 5,520.00
	Chemical Piping	\$ 158,881.00	\$ -			\$ 158,881.00	0.00%	\$ 158,881.00
	Mechanical Mobilization	\$ 93,320.00	\$ -			\$ 93,320.00	0.00%	\$ 93,320.00
	Plumbing Demolition	\$ 12,995.00	\$ -			\$ 12,995.00	0.00%	\$ 12,995.00
	HVAC Demolition	\$ 40,565.00	\$ -			\$ 40,565.00	0.00%	\$ 40,565.00
	Plumbing Rough-In	\$ 51,605.00	\$ -			\$ 51,605.00	0.00%	\$ 51,605.00
	Plumbing Insulation	\$ 6,300.00	\$ -			\$ 6,300.00	0.00%	\$ 6,300.00
	HVAC Ductwork Rough-In	\$ 78,125.00	\$ -			\$ 78,125.00	0.00%	\$ 78,125.00
	HVAC Equipment	\$ 643,105.00	\$ -			\$ 643,105.00	0.00%	\$ 643,105.00
	Temperature Controls	\$ 54,935.00	\$ -			\$ 54,935.00	0.00%	\$ 54,935.00
	Ductwork Insulation	\$ 4,400.00	\$ -			\$ 4,400.00	0.00%	\$ 4,400.00
	Testing and Balancing	\$ 13,750.00	\$ -			\$ 13,750.00	0.00%	\$ 13,750.00
Division 16								
	Preliminary Documents and Submittals	\$ 25,000.00	\$ 15,000.00			\$ 15,000.00	60.00%	\$ 10,000.00
	Mobilization	\$ 35,000.00	\$ 25,000.00	\$ 12,000.00		\$ 37,000.00	105.71%	\$ (2,000.00)
	Temporary Power	\$ 20,000.00	\$ 20,000.00			\$ 20,000.00	100.00%	\$ -
	Integration Engineering	\$ 100,000.00	\$ -			\$ 100,000.00	0.00%	\$ 100,000.00
	Site Electrical Labor	\$ 150,000.00	\$ 10,000.00	\$ 5,500.00		\$ 15,500.00	10.33%	\$ 134,500.00
	Site Electrical Materials	\$ 210,000.00	\$ 10,000.00	\$ 25,000.00		\$ 35,000.00	16.67%	\$ 175,000.00
	Generator Labor	\$ 65,000.00	\$ -			\$ 65,000.00	0.00%	\$ 65,000.00
	Generator Materials	\$ 448,000.00	\$ 25,000.00	\$ 52,000.00		\$ 77,000.00	17.19%	\$ 371,000.00
	Blower Building Labor	\$ 80,000.00	\$ -			\$ 80,000.00	0.00%	\$ 80,000.00
	Blower Building Materials	\$ 285,000.00	\$ -			\$ 285,000.00	0.00%	\$ 285,000.00
	Final Clarifiers Labor	\$ 37,000.00	\$ -	\$ 2,500.00		\$ 2,500.00	6.76%	\$ 34,500.00
	Final Clarifiers Materials	\$ 15,000.00	\$ -			\$ 15,000.00	0.00%	\$ 15,000.00
	Bio Solids Control Complex Labor	\$ 50,000.00	\$ -			\$ 50,000.00	0.00%	\$ 50,000.00
	Bio Solids Control Complex Materials	\$ 155,000.00	\$ -			\$ 155,000.00	0.00%	\$ 155,000.00
	Disinfection Building Labor	\$ 40,000.00	\$ -			\$ 40,000.00	0.00%	\$ 40,000.00

Specification Section Number	A Description	B Scheduled Value (\$)	Work Completed		E	F		G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period		Total Completed to Date (C + D)	% (F/B)	
	Disinfection Building Materials	\$ 95,000.00	\$ -			\$ -	0.00%	\$ 95,000.00
	Preliminary Treatment Building Labor	\$ 25,000.00	\$ -			\$ -	0.00%	\$ 25,000.00
	Preliminary Treatment Building Materials	\$ 75,000.00	\$ -			\$ -	0.00%	\$ 75,000.00
	Rapid Mix Structure Labor	\$ 20,000.00	\$ -			\$ -	0.00%	\$ 20,000.00
	Rapid Mix Structure Materials	\$ 10,000.00	\$ -			\$ -	0.00%	\$ 10,000.00
	Aeration Tanks Labor	\$ 20,000.00	\$ -			\$ -	0.00%	\$ 20,000.00
	Aeration Tanks Materials	\$ 10,000.00	\$ -			\$ -	0.00%	\$ 10,000.00
	Bio Solids Loadout Building Labor	\$ 75,000.00	\$ -			\$ -	0.00%	\$ 75,000.00
	Bio Solids Loadout Building Materials	\$ 185,000.00	\$ -			\$ -	0.00%	\$ 185,000.00
	Anoxic Basin Labor	\$ 35,000.00	\$ -			\$ -	0.00%	\$ 35,000.00
	Anoxic Basin Materials	\$ 75,000.00	\$ -			\$ -	0.00%	\$ 75,000.00
	Communication/Fiber Labor	\$ 45,000.00	\$ -			\$ -	0.00%	\$ 45,000.00
	Communication/Fiber Materials	\$ 100,000.00	\$ -			\$ -	0.00%	\$ 100,000.00
	Demobilization	\$ 10,000.00	\$ -			\$ -	0.00%	\$ 10,000.00
	As-Builts/Close Out Documents	\$ 5,509.00	\$ -			\$ -	0.00%	\$ 5,509.00
Approved Project Change Orders								
CO 1	Unknown Tank Demo & Removal	\$ 185,359.09	\$ 185,359.09			\$ 185,359.09	100.00%	\$ -
	Total	\$ 17,690,059.09	\$ 3,268,995.09	\$ 514,300.00	\$ -	\$ 3,783,295.09	21.39%	\$ 13,906,764.00

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Stored Material Summary

Contractor's Application

For (Contract): 0		7/1/2023				to	7/31/2023		Application Number: 6(six)		
Application Period:								Application Date: 8/1/2023			
A Specification Section / Bid Item No.	B Supplier Invoice Number	C Description of Materials or Equipment Stored	Storage Location	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$ (D + E - F))	
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)		
	54071	Wall Sleeves	Onsite	Mar-2023	\$ 31,649.05		\$ 31,649.05			\$ 31,649.05	
	54207	6" & 8" TR Flex	Onsite	Mar-2023	\$ 5,357.24		\$ 5,357.24			\$ 5,357.24	
	54255	4" Perf HDPE	Onsite	Mar-2023	\$ 629.02		\$ 629.02			\$ 629.02	
	5639	6" SST Wall Pipe	Onsite	Mar-2023	\$ 654.00		\$ 654.00			\$ 654.00	
	54056	4, 6, 8, 12, 18, 24, 30 MJ DIP	Onsite	Mar-2023	\$ 167,849.35		\$ 167,849.35			\$ 167,849.35	
	54056-001	6, 16, 24, 30 MJ DIP	Onsite	Mar-2023	\$ 4,299.02		\$ 4,299.02			\$ 4,299.02	
	54063	4, 6, 8, 10, 12, 16, 18 FLG MJ DIP	Onsite	Mar-2023	\$ 48,552.33		\$ 48,552.33			\$ 48,552.33	
	54058	4, 6, 12, 16, 18, 24, 30 MJ DIP	Onsite	Mar-2023	\$ 57,401.82		\$ 57,401.82			\$ 57,401.82	
	54056-002	6, 16, 24, 30 MJ DIP	Onsite	Apr-2023	\$ 10,100.00		\$ 10,100.00			\$ 10,100.00	
	54056-004	24" MJ DIP	Onsite	Apr-2023	\$ 8,802.47		\$ 8,802.47			\$ 8,802.47	
	54063-002	12" & 18" Flg Fitting	Onsite	Apr-2023	\$ 3,594.17		\$ 3,594.17			\$ 3,594.17	
							\$ -			\$ -	
							\$ -			\$ -	
	228481	Concrete Reinforcement	Onsite	Apr-2023	\$ 32,243.00		\$ 32,243.00			\$ 32,243.00	
							\$ -			\$ -	
	54056-007	30" DI 90 & 45 Degree Elbows	Onsite	May-2023	\$ 48,065.56		\$ 48,065.56			\$ 48,065.56	
	54592-000	LS475 Link Seal	Onsite	May-2023	\$ 1,405.44		\$ 1,405.44			\$ 1,405.44	
	54063-004	18, 24, 16, 8, 10 Flange Fittings	Onsite	May-2023	\$ 62,911.64		\$ 62,911.64			\$ 62,911.64	
	229978	Concrete Reinforcement	Onsite	May-2023	\$ 35,916.00		\$ 35,916.00			\$ 35,916.00	
							\$ -			\$ -	
	54063-005	18" Reducer & Tee	Onsite	Jun-2023	\$ 15,932.92		\$ 15,932.92			\$ 15,932.92	
	573136	Pipe 304 SS	Onsite	Jun-2023	\$ 29,529.16		\$ 29,529.16			\$ 29,529.16	
	54056-008	30"x12" DI Tee	Onsite	Jun-2023	\$ 6,804.43		\$ 6,804.43			\$ 6,804.43	
	231525	Concrete Reinforcement	Onsite	Jun-2023	\$ 32,482.00		\$ 32,482.00			\$ 32,482.00	
	8804844	3" Sch. 80 PVC	Onsite	Jun-2023	\$ 1,860.38		\$ 1,860.38			\$ 1,860.38	
							\$ -			\$ -	
	80098	Gaskets	Onsite	Jul-2023	\$ 3,685.13		\$ 3,685.13			\$ 3,685.13	
	232637	Concrete Reinforcement	Onsite	Jul-2023	\$ 23,376.00		\$ 23,376.00			\$ 23,376.00	
	20054911	HDPE Water Pipe	Onsite	Jul-2023	\$ 1,221.63		\$ 1,221.63			\$ 1,221.63	
	20055196	Tracer Wire	Onsite	Jul-2023	\$ 1,425.81		\$ 1,425.81			\$ 1,425.81	
	905984490	Clarifiers	Onsite	Jul-2023	\$ 303,138.90		\$ 303,138.90			\$ 303,138.90	
							\$ -			\$ -	
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Jefferson Public Library

Meeting of the Board of Trustees
Monday, August 7, 2023 6:30 PM
Library Basement Meeting Room

AGENDA

- I. Call to Order
- II. Open Forum: this is a time for any concerned citizen to speak to the trustees about an item that is not on the agenda.
- III. Approval of Minutes of Previous Meeting
- IV. Approval of Expenditures
- V. Director's Report
 - A. Monthly Circulation & Usage Reports
 - B. Year-to-Date Monthly Financial Reports
 - C. Project updates
 - D. Youth and adult programs
- VI. Old Business
 - A. Annual election of officers
- VII. New Business
 - A. Meet Scott Peterson, new City Administrator
 - B. Building expansion project update
 - C. Greene County libraries activities
 - D. Library apparel
- VIII. Next Meeting – Monday, September 11
- IX. Adjournment