

## AGENDA

### CITY COUNCIL MEETING

Tuesday, October 22, 2024

5:30 P.M.

### CITY HALL COUNCIL CHAMBERS

**Prior to the Council Meeting: At 4:00 p.m. the Mayor & City Council Members will meet at the Wastewater Treatment Plant to tour the construction project. This is a public meeting.**

- 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 10/8/24 regular Council Minutes.
  - B. Approve Application for Class B Alcohol License from Al's Corner Oil Co., dba Sparky's One Stop #22.
  - C. Approval of GAX #4 for Centennial Upper Story Housing Grant 23-HSGU-003.
- IV. **NEW BUSINESS:**
  - A. Consider Change Order No. 7 for the Wastewater Treatment Facility Improvement Project.
- V. **REPORTS:**
  - A. Engineer, City Clerk, Attorney, City Administrator.
  - B. Departments.
  - C. Council & Committees.
  - D. Mayor.
- VI. **ADJOURN**

WWTP Change Order: The Council will consider two components of a proposed change order We will discuss this during the WWTP tour..

Item #1: Whether to place a protective coating on the interior of the digester tanks. Pricing for two options is included.

Option #1: Coat the ceiling and the top 10' of the walls: \$222,701.45

Option #2: Coat the ceiling and all of the walls: \$ 326,694.97

Option #3: Do not coat the digester tanks.

Item #2: Time extension: The contractor is requesting to extend the contract completion date by an additional 28 days to allow for the coating of the clarifiers (as approved by Change Order #6.) Also, if the Council wants to have the digester coated, the contractor will request an additional 35 days.



**REGION XII**  
COUNCIL OF GOVERNMENTS

*Housing Services & Programs*

Date: October 15, 2024  
To: Roxanne Gorsuch  
RE: GAX #4 Summary of Expenses

Please forward the following payments associated with GAX #4 within 10 days of receiving payment from IEDA for 100 East State Street, Jefferson, IA. IEDA contract #23-HSGU-003.

|                    |    |                                       |
|--------------------|----|---------------------------------------|
| \$ 47,060.00       | To | Why Not Us, LLC                       |
| \$ 2,346.00        | To | Region XII COG (Administrative costs) |
| <b>\$49,406.00</b> |    | <b>TOTAL GAX #4</b>                   |

Thank You,

Karla Janning  
Housing Programs Coordinator



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 #046: CE #090 - Digester Ceiling and 10' Top of Wall Coatings**

|                        |  |                                    |   |
|------------------------|--|------------------------------------|---|
| TO:                    | City of Jefferson<br>605 W. Russell St.<br>Jefferson, Iowa 50129 | FROM:                              | Shank Constructors<br>3501 85th Ave N<br>Brooklyn Park, Minnesota 55443 |
| PCO NUMBER/REVISION:   | 046 / 0  | CONTRACT:                          | 1 - Waste Water Treatment Facilities Improvements - Jefferson, IA       |
| REQUEST RECEIVED FROM: |  | CREATED BY:                        | Josh Carr (Shank Constructors)  |
| STATUS:                | Pending - Pricing  | CREATED DATE:                      | 10/8/2024   |
| REFERENCE:             |  | PRIME CONTRACT CHANGE ORDER:       | None  |
| FIELD CHANGE:          | No   |                                    |   |
| LOCATION:              |  | ACCOUNTING METHOD:                 | Amount Based  |
| SCHEDULE IMPACT:       | 28 days  | PAID IN FULL:                      | No  |
| EXECUTED:              | No   | SIGNED CHANGE ORDER RECEIVED DATE: |   |
|                        |  | TOTAL AMOUNT:                      | \$222,701.46  |

POTENTIAL CHANGE ORDER TITLE: CE #090 - Digester Ceiling and 10' Top of Wall Coatings

CHANGE REASON: Existing Condition

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

CE #090 - Digester Ceiling and 10' Top of Wall Coatings

Coatings for Digesters 1 and 2 including the ceiling and top 10' of the walls. There is 150sqft of bug hole filling and coating included in the number from Allen Blasting.

Exclude Consumption cost of natural gas, also assumes 2# gas is available with 50'

ATTACHMENTS:

#3344rv1 Shank Digester Coating.pdf

| #   | Budget Code                                      | Description                      | Amount              |
|---|--|----------------------------------|---------------------|
| 1   | 1555-58010.000.Labor Jobsite Superintendent      | Supervision                      | \$4,500.00          |
| 2   | 20-2090.000.Subcontract Painting Contractors     | 10' of Walls and Ceiling Coating | \$192,388.00        |
| 3   | 10-1250.000.Other Temporary Htg of Project       | Temp Heat                        | \$5,274.00          |
| 4   | 10-1250.000.Labor Temporary Htg of Project.Labor | Labor Temp Heat                  | \$3,584.00          |
| <b>Subtotal:</b>  |  |                                  | <b>\$205,746.00</b> |
| Small Tools (5.00% Applies to Labor.):  |  |                                  | \$404.20            |
| Safety (0.50% Applies to Material, Other, Labor, Equipment, and Subcontract.):    |  |                                  | \$1,030.75          |
| Clean Up (0.25% Applies to Material, Other, Labor, Equipment, and Subcontract.):  |  |                                  | \$517.95            |
| Subcontract Fee (5.00% Applies to Subcontract.):                                  |  |                                  | \$9,619.40          |
| Contractor Fee (15.00% Applies to Material, Other, Labor, and Equipment.):        |  |                                  | \$2,079.84          |
| Bond (0.75% Applies to Material, Other, Labor, Equipment, and Subcontract.):      |  |                                  | \$1,645.49          |
| Insurance (0.75% Applies to Material, Other, Labor, Equipment, and Subcontract.): |  |                                  | \$1,657.83          |
| <b>Grand Total:</b>   |  |                                  | <b>\$222,701.46</b> |



# Proposal and Contract

September 18, 2024

#3344rv1

Shank Constructors  
 3501 85<sup>th</sup> Ave N  
 Brooklyn Park, MN 55443

**Attention: Carson Velcheck**

The following are lump sum price options to coat the walls, floor, and ceiling per digester located at the WWTP in Jefferson, IA. There is an estimated 3,600 sq ft for the walls, 900 sq ft for the floor, and 900 sq ft for the ceiling. Included in the pricing is all materials, labor, and equipment.

**Surface Preparation:**

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

**Coating System: Sherwin Williams**

System H

All coatings will be installed following the manufacturer's recommendations.

**Conditions:**

- A.B.C. project leader will coordinate the schedule of work on a daily basis with the designated customer representative.
- Owner will supply all utilities for this project (Water, Electricity, Etc.)
- Dry product containers and other project waste will be placed in an owner supplied waste receptacle.
- Un-controlled spills, leaks or work stoppages that would hinder normal preparation and application procedures will be charged as a Time and Material Extra. We will supply foreman sheets for owner to sign off on for approval when this happens.
- Any delays caused by other trades will be charged as a time and material extra.
- Scope and parameters of work will be verified prior to start of project.
- A minimum of 35° will be needed for coating.
- Any additional square footage above what is listed will be charged as a Time and Material Extra.
- There is 150 sq ft of scratch coat included in the coating only option. Any square footage over that will be charged as a time and material extra.
- No heat is figured in this proposal and if necessary will be charged as a time and material extra.
- Scratch coating is not a guarantee to bring all surfaces back to original condition but to eliminate sharp edges, holes, and any imperfections that could affect the coating and potentially cause a failure.

**Lump Sum Price Per Digester:**

**Walls Coating Only:**

Labor \$83,154.00  
 Equipment: \$16,918.00  
 Materials: \$20,296.00  
 Total: \$120,368.00

**Walls Scratch Coat and Coating:**

Labor: \$105,746.00  
 Equipment: \$17,432.00  
 Materials: \$88,388.00  
 Total: \$211,566.00

**Walls and Floor Coating Only:**

Labor \$102,197.00  
 Equipment: \$17,303.00  
 Materials: \$24,246.00  
 Total: \$143,746.00

**Walls and Floor Scratch Coat and Coating:**

Labor: \$126,741.00  
 Equipment: \$17,817.00  
 Materials: \$111,353.00  
 Total: \$255,911.00

**Walls, Floor, and Ceiling Coating Only:**

Labor \$117,673.00  
 Equipment: \$17,688.00  
 Materials: \$27,945.00  
 Total: \$163,306.00

**Walls, Floor, and Ceiling Scratch Coat and Coating:**

Labor: \$147,599.00  
 Equipment: \$18,330.00  
 Materials: \$133,412.00  
 Total: \$299,341.00

10' of Walls and Ceiling Coating Only:

Labor \$62,553.00  
Equipment: \$16,533.00  
Materials: \$17,108.00  
Total: \$96,194.00

10' of Walls and Ceiling Scratch Coat and Coating:

Labor: \$72,114.00  
Equipment: \$16,661.00  
Materials: \$55,902.00  
Total: \$144,677.00

Walls and Ceiling Coating Only:

Labor \$100,936.00  
Equipment: \$17,303.00  
Materials: \$24,669.00  
Total: \$142,908.00

Walls and Ceiling Scratch Coat and Coating:

Labor: \$125,164.00  
Equipment: \$17,817.00  
Materials: \$110,708.00  
Total: \$253,689.00

Plus all applicable taxes  
We appreciate your business

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

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

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

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

Company: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Title: \_\_\_\_\_

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

Proposal Submitted By: Rich Westwood

CONDITIONS

**INDEMNIFICATION:** The Owner shall indemnify and hold harmless the Contractor, his subcontractors, suppliers, his employees and his agents from and against all claims, damages, losses and expenses arising out of or resulting from activities, facilities, or equipment of the Owner or his other contractors or of his or their suppliers, employees, or agents provided that any such claim, damage, loss, or expense (a) attributes to bodily injury, sickness, disease or death or injury to or destruction of property including the loss of the use resulting therefrom (b) is caused in whole or in part by any negligent act of omission of the Owner or his other contractors or of his or their suppliers, employees, or agents. The Owner shall be responsible for and pay any attorney fees or other costs the contractor has for the enforcement of any term or condition of this contract by the Contractor or any assignee thereto.

**ACCESS AND PERMITS:** The Owner shall secure and pay for any and all easements, zoning permits, environmental statements and permits, permit fees and access rights necessary for performance of the work under this Agreement, and any and all other assessments and charges required for the construction, alteration, use and occupancy of the facilities; special utility connection permits and all other necessary approvals required by law or regulation before commencement of construction. Written permissions must be provided to the Contractor. The Owner shall furnish, at no cost to the Contractor, appropriate space on the premises upon which to store materials and equipment and to supply all necessary utilities or other supplies as noted on the face of this contract.

**WORK CHANGES:** Any expense borne by the Contractor in connection with repairs to or replacement of any part of the Contractor's work, due to damage thereto caused by the failure, repair or replacement of the work of others shall be added to the amount of this contract and be considered a part thereof whether or not authorized by the Owner. Any alteration or deviation from specifications referenced in this contract and which involve extra cost of materials or labor will become an extra charge over the sum agreed to in this contract. No additions or deductions proposed by the Owner after acceptance of this contract shall be binding upon the Contractor without approval by the Contractor. The Contractor will not proceed without having a written change order executed by the Owner detailing specific additional costs or a written change order is issued by the Owner to the satisfaction of the Contractor. Any changes to the schedule of work caused or requested by the Owner or any other contractors or subcontractors will result in extra charges to cover any material, labor, or other costs of the Contractor whether or not agreed upon by the Owner.

**UNFORESEEN CONDITIONS:** The Contractor shall be reimbursed for additional costs, including overhead and profit caused by changes ordered in the work or made necessary by unforeseen conditions, including but not limited to strikes, boycotts, labor disputes, fire, delays in transportation, acts by public utilities or public bodies, inspectors, adverse weather conditions, unavoidable casualties, catastrophes, war, civil disturbances, unacceptable substitutes, acts of God, or other causes beyond the Contractor's control. The Owner warrants the cement substrate to be sound. If blasting removes sufficient cement so as to require a skim coat and/or extra material, the Owner agrees to reimburse the Contractor for all costs of the same including labor and materials. Appropriate adjustments in the Agreement price and profit thereon shall also be made to compensate the Contractor for the Contractor's additional cost and overhead occasioned by any delays and extensions referenced in this paragraph.

**WARRANTY LIMITATION:** Unless otherwise agreed by both parties in writing, the Contractor warrants the work against defects and workmanship for a period of one (1) year from the date of completion of such work. The Contractor's liability for work completed



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 #047: CE #093 - Digester Ceiling and Wall Complete Coatings**

|                        |  |                                    |   |
|------------------------|--|------------------------------------|---|
| TO:                    | City of Jefferson<br>605 W. Russell St.<br>Jefferson, Iowa 50129 | FROM:                              | Shank Constructors<br>3501 85th Ave N<br>Brooklyn Park, Minnesota 55443 |
| PCO NUMBER/REVISION:   | 047 / 0  | CONTRACT:                          | 1 - Waste Water Treatment Facilities Improvements - Jefferson, IA       |
| REQUEST RECEIVED FROM: |  | CREATED BY:                        | Josh Carr (Shank Constructors)  |
| STATUS:                | Pending - Pricing  | CREATED DATE:                      | 10/8/2024   |
| REFERENCE:             |  | PRIME CONTRACT CHANGE ORDER:       | None  |
| FIELD CHANGE:          | No   |                                    |   |
| LOCATION:              |  | ACCOUNTING METHOD:                 | Amount Based  |
| SCHEDULE IMPACT:       | 28 days  | PAID IN FULL:                      | No  |
| EXECUTED:              | No   | SIGNED CHANGE ORDER RECEIVED DATE: |   |
|                        |  | TOTAL AMOUNT:                      | \$326,694.97  |

POTENTIAL CHANGE ORDER TITLE: CE #093 - Digester Ceiling and Wall Complete Coatings

CHANGE REASON: Existing Condition

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

CE #093 - Digester Ceiling and Wall Complete Coatings

Coatings for Digester 1 and 2 including the ceiling and ENTIRITY of the walls. There is 150sqft of bug hole filling and coating included in the number from Allen Blasting.

Exclude Consumption cost of natural gas, also assumes 2# gas is available with 50'

ATTACHMENTS:

#3344rv1 Shank Digester Coating.pdf

| #   | Budget Code                                      | Description               | Amount              |
|---|--|---------------------------|---------------------|
| 1   | 20-2090.000.Subcontract Painting Contractors     | Walls and Ceiling Coating | \$285,816.00        |
| 2   | 1555-58010.000.Labor Jobsite Superintendent      | Supervision               | \$7,500.00          |
| 3   | 10-1250.000.Other Temporary Htg of Project       | Temp Heat                 | \$5,274.00          |
| 4   | 10-1250.000.Labor Temporary Htg of Project.Labor | Labor Temp Heat           | \$3,584.00          |
| <b>Subtotal:</b>  |  |                           | <b>\$302,174.00</b> |
| Small Tools (5.00% Applies to Labor.):  |  |                           | \$554.20            |
| Safety (0.50% Applies to Material, Other, Labor, Equipment, and Subcontract.):    |  |                           | \$1,513.64          |
| Clean Up (0.25% Applies to Material, Other, Labor, Equipment, and Subcontract.):  |  |                           | \$760.60            |
| Subcontract Fee (5.00% Applies to Subcontract.):                                  |  |                           | \$14,290.80         |
| Contractor Fee (15.00% Applies to Material, Other, Labor, and Equipment.):        |  |                           | \$2,555.89          |
| Bond (0.75% Applies to Material, Other, Labor, Equipment, and Subcontract.):      |  |                           | \$2,413.87          |
| Insurance (0.75% Applies to Material, Other, Labor, Equipment, and Subcontract.): |  |                           | \$2,431.97          |
| <b>Grand Total:</b>   |  |                           | <b>\$326,694.97</b> |



# Proposal and Contract

September 18, 2024

#3344rv1

Shank Constructors  
 3501 85<sup>th</sup> Ave N  
 Brooklyn Park, MN 55443

**Attention: Carson Velcheck**

The following are lump sum price options to coat the walls, floor, and ceiling per digester located at the WWTP in Jefferson, IA. There is an estimated 3,600 sq ft for the walls, 900 sq ft for the floor, and 900 sq ft for the ceiling. Included in the pricing is all materials, labor, and equipment.

**Surface Preparation:**

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

**Coating System: Sherwin Williams**

System H

All coatings will be installed following the manufacturer’s recommendations.

**Conditions:**

- A.B.C. project leader will coordinate the schedule of work on a daily basis with the designated customer representative.
- Owner will supply all utilities for this project (Water, Electricity, Etc.)
- Dry product containers and other project waste will be placed in an owner supplied waste receptacle.
- Un-controlled spills, leaks or work stoppages that would hinder normal preparation and application procedures will be charged as a Time and Material Extra. We will supply foreman sheets for owner to sign off on for approval when this happens.
- Any delays caused by other trades will be charged as a time and material extra.
- Scope and parameters of work will be verified prior to start of project.
- A minimum of 35° will be needed for coating.
- Any additional square footage above what is listed will be charged as a Time and Material Extra.
- There is 150 sq ft of scratch coat included in the coating only option. Any square footage over that will be charged as a time and material extra.
- No heat is figured in this proposal and if necessary will be charged as a time and material extra.
- Scratch coating is not a guarantee to bring all surfaces back to original condition but to eliminate sharp edges, holes, and any imperfections that could affect the coating and potentially cause a failure.

**Lump Sum Price Per Digester:**

**Walls Coating Only:**

Labor \$83,154.00  
 Equipment: \$16,918.00  
 Materials: \$20,296.00  
 Total: \$120,368.00

**Walls Scratch Coat and Coating:**

Labor: \$105,746.00  
 Equipment: \$17,432.00  
 Materials: \$88,388.00  
 Total: \$211,566.00

**Walls and Floor Coating Only:**

Labor \$102,197.00  
 Equipment: \$17,303.00  
 Materials: \$24,246.00  
 Total: \$143,746.00

**Walls and Floor Scratch Coat and Coating:**

Labor: \$126,741.00  
 Equipment: \$17,817.00  
 Materials: \$111,353.00  
 Total: \$255,911.00

**Walls, Floor, and Ceiling Coating Only:**

Labor \$117,673.00  
 Equipment: \$17,688.00  
 Materials: \$27,945.00  
 Total: \$163,306.00

**Walls, Floor, and Ceiling Scratch Coat and Coating:**

Labor: \$147,599.00  
 Equipment: \$18,330.00  
 Materials: \$133,412.00  
 Total: \$299,341.00

10' of Walls and Ceiling Coating Only:

Labor \$62,553.00  
Equipment: \$16,533.00  
Materials: \$17,108.00  
Total: \$96,194.00

10' of Walls and Ceiling Scratch Coat and Coating:

Labor: \$72,114.00  
Equipment: \$16,661.00  
Materials: \$55,902.00  
Total: \$144,677.00

Walls and Ceiling Coating Only:

Labor \$100,936.00  
Equipment: \$17,303.00  
Materials: \$24,669.00  
Total: \$142,908.00

Walls and Ceiling Scratch Coat and Coating:

Labor: \$125,164.00  
Equipment: \$17,817.00  
Materials: \$110,708.00  
Total: \$253,689.00

Plus all applicable taxes  
We appreciate your business

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

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

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

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

Company: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Title: \_\_\_\_\_

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

Proposal Submitted By: Rich Westwood

**CONDITIONS**

**INDEMNIFICATION:** The Owner shall indemnify and hold harmless the Contractor, his subcontractors, suppliers, his employees and his agents from and against all claims, damages, losses and expenses arising out of or resulting from activities, facilities, or equipment of the Owner or his other contractors or of his or their suppliers, employees, or agents provided that any such claim, damage, loss, or expense (a) attributes to bodily injury, sickness, disease or death or injury to or destruction of property including the loss of the use resulting therefrom (b) is caused in whole or in part by any negligent act of omission of the Owner or his other contractors or of his or their suppliers, employees, or agents. The Owner shall be responsible for and pay any attorney fees or other costs the contractor has for the enforcement of any term or condition of this contract by the Contractor or any assignee thereto.

**ACCESS AND PERMITS:** The Owner shall secure and pay for any and all easements, zoning permits, environmental statements and permits, permit fees and access rights necessary for performance of the work under this Agreement, and any and all other assessments and charges required for the construction, alteration, use and occupancy of the facilities; special utility connection permits and all other necessary approvals required by law or regulation before commencement of construction. Written permissions must be provided to the Contractor. The Owner shall furnish, at no cost to the Contractor, appropriate space on the premises upon which to store materials and equipment and to supply all necessary utilities or other supplies as noted on the face of this contract.

**WORK CHANGES:** Any expense borne by the Contractor in connection with repairs to or replacement of any part of the Contractor's work, due to damage thereto caused by the failure, repair or replacement of the work of others shall be added to the amount of this contract and be considered a part thereof whether or not authorized by the Owner. Any alteration or deviation from specifications referenced in this contract and which involve extra cost of materials or labor will become an extra charge over the sum agreed to in this contract. No additions or deductions proposed by the Owner after acceptance of this contract shall be binding upon the Contractor without approval by the Contractor. The Contractor will not proceed without having a written change order executed by the Owner detailing specific additional costs or a written change order is issued by the Owner to the satisfaction of the Contractor. Any changes to the schedule of work caused or requested by the Owner or any other contractors or subcontractors will result in extra charges to cover any material, labor, or other costs of the Contractor whether or not agreed upon by the Owner.

**UNFORESEEN CONDITIONS:** The Contractor shall be reimbursed for additional costs, including overhead and profit caused by changes ordered in the work or made necessary by unforeseen conditions, including but not limited to strikes, boycotts, labor disputes, fire, delays in transportation, acts by public utilities or public bodies, inspectors, adverse weather conditions, unavoidable casualties, catastrophes, war, civil disturbances, unacceptable substitutes, acts of God, or other causes beyond the Contractor's control. The Owner warrants the cement substrate to be sound. If blasting removes sufficient cement so as to require a skim coat and/or extra material, the Owner agrees to reimburse the Contractor for all costs of the same including labor and materials. Appropriate adjustments in the Agreement price and profit thereon shall also be made to compensate the Contractor for the Contractor's additional cost and overhead occasioned by any delays and extensions referenced in this paragraph.

**WARRANTY LIMITATION:** Unless otherwise agreed by both parties in writing, the Contractor warrants the work against defects and workmanship for a period of one (1) year from the date of completion of such work. The Contractor's liability for work completed



COUNCIL MEETING

OCTOBER 8, 2024

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Berry presided.

Gary Turner voiced his concerns about what he felt is a nuisance property at the north end of town during open forum.

On motion by Jackson, second by Zmolek, the Council approved the following consent items: September 24, 2024 Council Minutes, and payment of monthly bills from City funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

**ORDINANCE NO. 639**

On motion by Jackson, second by Ahrenholtz, the Council approved an Ordinance amending the Code of Ordinances of the City of Jefferson, Iowa, 2017, by amending provisions pertaining to water rates.

AYE: Zmolek, Wetrich, Jackson, Ahrenholtz

NAY: Sloan

On motion by Zmolek, second by Wetrich, the Council approved pay estimate #20 to Shank Constructors, Inc of \$726,850.26 for Wastewater Treatment Plant Project.

AYE: Jackson, Sloan, Wetrich, Ahrenholtz, Zmolek

NAY: None

On motion by Jackson, second by Wetrich, the Council approved pay estimate #1 to Caliber Concrete, LLC in the amount of \$114,169.38 for the Pickleball Court Project.

AYE: Sloan, Jackson, Zmolek, Wetrich, Ahrenholtz

NAY: None

On motion by Wetrich, second by Sloan, the Council approved change order #1 in the amount of \$8,854.01 for East Lincoln Way Resurfacing Project.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Zmolek, second by Sloan, the Council approved pay estimate #3 to InRoads, LLC in the amount of \$4,858.30 for East Lincoln Way Resurfacing Project.

AYE: Jackson, Zmolek, Ahrenholtz, Wetrich, Sloan

NAY: None

**RESOLUTION NO. 81-24**

On motion by Zmolek, second by Wetrich, the Council approved Resolution No. 81-24, a resolution approving Certificate of Completion and Final Acceptance and Release of Retainage for the East Lincoln Way Resurfacing Project. (Final Retainage in the amount of \$41,235.05 to InRoads, LLC)

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

Discussion with Council on planning for FY 2025-26. No action was taken.

# MINUTES

## AIRPORT COMMISSION MEETING TUESDAY OCTOBER 15, 2024 AT 10:00 AM AIRPORT OFFICE

**ATTENDEES:** Ryan Stott, Larry Teeples, Birt Davis, Jim Unger, Scott Peterson, Dan Benitz, Joyce Richardson, Steve Harrison by telephone, Carl Byers by telephone

- **MEETING CALLED TO ORDER AT 10:05 AM BY RYAN STOTT**
- **OPEN FORUM** – There were not any concerned citizens in attendance.
- **MINUTES FROM PREVIOUS MEETING** – Joyce did an overview of the minutes from the previous meeting and Ryan made a motion to approve and Jim seconded the motion.
- **DISCUSSION ITEMS** –
  - **Fuel Farm Project/CIP** – Carl gave an update on the fuel farm project and Scott went over the funding documents that are included in the packet. Carl found out that the federal side has funded a project for both jet fuel and av gas if the av gas was not federally funded when it was originally put in. 2024 and 2025 for the AIP and BIL funds total \$588,000. BIL funds will run out in 2026 if not used. In some cases, you can use some of the future years' funds to help aid the project. Carl said that there is also a possibility that it could be a 95% federal and 5% local match, but in 2026 it could potentially switch back to the 90% federal and 10% local match. Carl is to set up a time to schedule a conference call with the FAA. Ryan, Scott and any other members of the commission can also join if they would like. Once the call is scheduled either Joyce or Scott will email the commission members to notify them of the day and time.

- **Airport House Lease Approval** - The house lease is up and needs to be renewed for one more year. The rent was increased by \$50 last year so the rent will stay the same this time set at \$400 per month. Ryan made a motion to approve, Larry seconded the motion, all in favor, vote was unanimous.
- **14/32 PAPI OTS** – currently these lights are not working, the pin switch is bad. Ryan said he has a node in for them being out of service. They are to be repaired later this month.
- **Office and hangar mx issues** – Derek Teeples is coming out to look over the furnace and a/c issues at the office. He is also going to look at the drain in the main office, that keeps freezing every year. Hangar #17 has one corner that has a cracked block, and the block holds the door. Larry has lined up Mark Devilbiss to come out and repair it. He will be out when he is done with the brick work at the building in downtown Jefferson.

- **OLD BUSINESS –**

- **Roof repair on hangars #20, #21, #22, and #23** – the city crew will be out on Wednesday, October 16<sup>th</sup> to coat the roof.  
**\*\*UPDATE** – The roof has been done and Larry said all went well. He did say it may need a second coat. If it ends up needing a second coat, he will line that up to be done again and give the commission another update.
- **Streetlights**- Larry has spoken with Midland and only three of the streetlights are currently on a maintenance agreement with them. The commission unanimously agreed for Joyce to get with Midland and get all of the lights on a maintenance agreement so they can come out and repair the ones still not working. Currently we pay \$3.00 per month for the maintenance agreement. Joyce will find out the total cost and if it is reasonable, will get that set up.

- **NEW BUSINESS –**

- **Termination of and New Lease for Hangar #13** – Taylor Anglemyer has sold his plane to Curt Nelson. Taylor was refunded the rest of his hangar rent and Curt was sent a new lease as he will also be taking over the hangar #13. It is Joyce's understanding that Curt is using this as a temporary option until one opens closer to his home.
- **Termination of Hangar #6** – Dean Zenor has terminated his lease for hangar #6. His termination letter has been included in your packet. He was paid through his lease termination, there was no refund.
- **Termination of Hangar #12** - Quentin Riedesel has terminated his lease for hangar #12 as he has sold his plane. Joyce is figuring and preparing his refund.
- **Open Hangars** – Ryan will contact surrounding airports to let them know that we have hangars open, should any of them have someone on a waiting list that might be interested.
- **Airport Operations** – Scott has included an example of a draft of minimum standards. He would like the commissioners to look it over.

- **REPORTS –**

- **Manager** – We are still looking for a potential part-time manager/ maintenance person should anyone know of anyone who may be interested.

- **MEETING ADJOURNED AT 11:05 AM BY RYAN STOTT**

- **MINUTES BY JOYCE RICHARDSON**