

# AGENDA

**COUNCIL MEETING**  
**Tuesday, October 12, 2021**  
**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. 9/28/21 regular Council minutes.
- B. Sparky's One Stop, Class C beer permit.
- C. Sewer bill adjustment at 104 E. Clark of \$118.30
- D. Sewer bill adjustment at 801 W. State S of \$117.33
- E. Neighborhood Improvement Incentive Program reimbursement of \$2,000 for demolition of house at 106 Harding Road.
- F. Neighborhood Improvement Incentive Program reimbursement of \$2,000 for demolition of house at 1403 West Lincoln Way.
- G. Reimbursement to Habitat for Humanity of \$3,081.00 for Façade Improvements
- H. Payment of monthly bills

### **IV. NEW BUSINESS:**

- A. Public hearing for Community Development Block Grant (CDBG) application funding building at 123 N. Chestnut St.
- B. Resolution approving CDBG funding application at 123 N. Chestnut St.
- C. Resolution to consider approving Region XII as Grant Administrator (contingent upon award).
- D. Resolution to consider approving development agreement for second story at 123 N. Chestnut St. (contingent upon award)
- E. Consider approval of Jason Kroeger as Captain for Jefferson Police Department
- F. Consider approval of Façade Rehabilitation Grant of \$40,938 for Sierra Community Theater.
- G. Consider approval of Change Order #1 of \$24,035.30 with Concrete Technologies for improvements at Jefferson Municipal Airport.
- H. Pay Request #7 of \$139,634.70 for Jefferson Municipal Airport Runway 14/32 Extension.
- I. Consider approval of Substantial completion for Jefferson Municipal Airport Runway 14/32 Extension.
- J. Resolution to consider approval of donation of real estate at 1006 N. Walnut St.
- K. Consider Resolution supporting the reauthorization of gaming in Greene County.

### **V. REPORTS:**

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

### **VI. ADJOURN.**

## AGENDA SUMMARY

**DATE 10/12/21**

### **NEW BUSINESS**

- A. Public hearing for Community Development Block Grant (CDBG) application funding building at 123 N. Chestnut St.
- B. Resolution approving CDBG funding application at 123 N. Chestnut St.
- C. Resolution to consider approving Region XII as Grant Administrator (contingent upon award).
- D. Resolution to consider approving development agreement for second story at 123 N. Chestnut St. (contingent upon award).
- E. **Consider approval of Jason Kroeger as Captain for Jefferson Police Department.**
- F. **Consider approval of Façade Rehabilitation Grant of \$40,938 for Sierra Community Theater.** Application attached
- G. **Consider approval of Change Order #1 of \$24,035.30 with Concrete Technologies for improvements at Jefferson Municipal Airport.** Attached
- H. **Pay Request #7 of \$139,634.70 for Jefferson Municipal Airport Runway 14/32 Extension.** Attached
- I. **Consider approval of Substantial completion for Jefferson Municipal Airport Runway 14/32 Extension.** See attached letter from Project Manager, Carl Byers.
- J. **Resolution to consider approval of donation of real estate at 1006 N. Walnut St.** Location map attached
- K. **Consider Resolution supporting the reauthorization of gaming in Greene County.** Resolution attached

COUNCIL MEETING

September 28, 2021

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Pro Tem Zmolek presided..

No citizens spoke during Open Forum.

On motion by Wetrich, second by Sloan, the Council approved the following consent agenda: September 14, 2021 Council Minutes.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

**RESOLUTION NO. 61-21**

On motion by Wetrich, second by Sloan, the Council approved Resolution No. 61-21, a resolution approving Iowa DOT agreement for General Aviation Vertical Infrastructure Program Project.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

On motion by Ahrenholtz, second by Wetrich, the Council approved of a Technical Assistance Contract (TA2205) authorizing Region XII to apply for the funds on behalf of the city for building at 123 N Chestnut Street.

**RESOLUTION NO. 62-21**

On motion by Jackson, second by Sloan, the Council approved Resolution No. 62-21, a resolution setting time and place for a Public Hearing concerning applying for Community Development Block Grant for 123 N Chestnut Housing Funding. A public hearing has been set for October 12, 2021 at 5:30 p.m.

AYE: Wetrich, Sloan, Zmolek, Ahrenholtz, Jackson

NAY: None

On motion by Wetrich, second by Ahrenholtz, the Council approved an expenditure for CDBG funds for 200 East State Street second floor project of \$13,188.00 of eligible expenses that include architectural fees, historical review service and legal fees.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

The Council held a Fiscal Year 2022-2023 Budget Priority Workshop. No action was taken.

There being no further business the Council agreed to adjourn at 6:55 p.m.

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Matt Gordon, Mayor

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Roxanne Gorsuch, City Clerk

# Jefferson Public Library

Meeting of the Board of Trustees  
Monday, October 11, 2021 6:30 PM  
Library 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
- VI. Old Business
  - A. Architecture feasibility study
  - B. Personnel
  - C. Investments
  - D. FY23 Budget Proposal
- VII. New Business
  - A. Policy Review – personnel
  - B. Library Mission Statement review
  - C. ARSL Conference
  - D. Work session for Director's annual performance review
- VIII. Next Meeting – Monday, November 8 at 6:30 p.m.
- IX. Adjournment

NOTE: Trustee Training – Tuesday, Nov 16, Grand Junction Community Center

# City of Jefferson

## Neighborhood Improvement Incentive Program Application

### Purpose:

The purpose of this grant program is to assist organizations, residents, and business owners within the City of Jefferson to strengthen their neighborhood's appearance, to promote the area to visitors, and to improve the quality of life.

### Eligible Applicants:

- ◆ Eligible applicants are owner occupied property owners in the City of Jefferson who are committed to improve neighborhoods, promote the area, and improve the quality of life.

### Eligible Projects to be Considered for Funding: (At least one of the items)

- ◆ Projects that demolish a structure, including grading and seeding the area, in residential or commercial and public or private property.
- ◆ Projects that correct violations of the current International Property Maintenance Code
- ◆ Project must be completed one year from application approval date.

### Funding Requirements:

- ◆ Maximum request is \$2,000.
- ◆ Grant funds are available on a reimbursement basis only.
- ◆ Grants will generally be awarded on a 50/50 cash match basis up to \$2,000 on materials only.
- ◆ Before and after pictures are required for funding.

### Applicant Information

Organization Name: \_\_\_\_\_ Project Name: \_\_\_\_\_  
Contact Person: Myschelle Silbaugh Mailing Address: 106 Harding Rd  
City, State, Zip: Jefferson, IA 50129 Daytime Phone Number: 515-370-4867  
Application Date: 8/23/21 E-mail: msilbaugh@ksbank.net  
Total Project Cost: \$ 6,460 Amount requesting from this grant program: \$ 2000  
Project Address: 108 Harding Road  
Project Description: Demo of house @ 108 Harding Road.

The City Administrator and the Building Official will make final recommendations to the City Council regarding which projects should be funded. However, they will solicit input by utilizing, the City Engineer, City Department Staff, and/or City Council Members.

### For More Information/Questions:

Contact the City Administrator, City Clerk or Building Official at 515-386-3111.

Approval Date: 8-24-21 Denial \_\_\_\_\_







Sent from my iPhone

## Myschelle Silbaugh

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**From:** Myschelle Grow <mlgrow02@hotmail.com>  
**Sent:** Sunday, August 22, 2021 10:00 AM  
**To:** Myschelle Silbaugh













# City of Jefferson

## Neighborhood Improvement Incentive Program

### Purpose:

The purpose of this grant program is to assist organizations, residents, and business owners within the City of Jefferson to strengthen their neighborhood's appearance, to promote the area to visitors, and to improve the quality of life.

### Eligible Applicants:

- ◆ Eligible applicants are property owners in the City of Jefferson who are committed to improve neighborhoods, promote the area, and improve the quality of life.

### Eligible Projects to be Considered for Funding: (Must demonstrate at least one of the items listed below)

- ◆ Projects that demolish a structure, including grading and seeding the area, in residential or commercial and public or private property.
- ◆ Projects that correct violations of the 2012 International Property Maintenance Code
- ◆ Project must be completed one year from application approval date.

### Funding Requirements:

- ◆ Maximum request is \$2,000.
- ◆ Grant funds are available on a reimbursement basis only.
- ◆ Grants will generally be awarded on a 50/50 cash match basis up to \$2,000.
- ◆ Before and after pictures are required for funding.

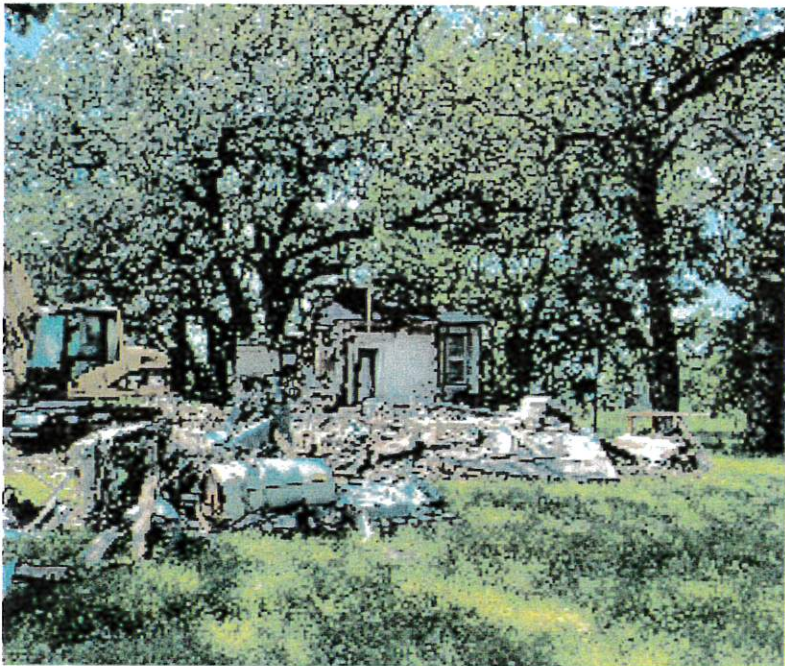
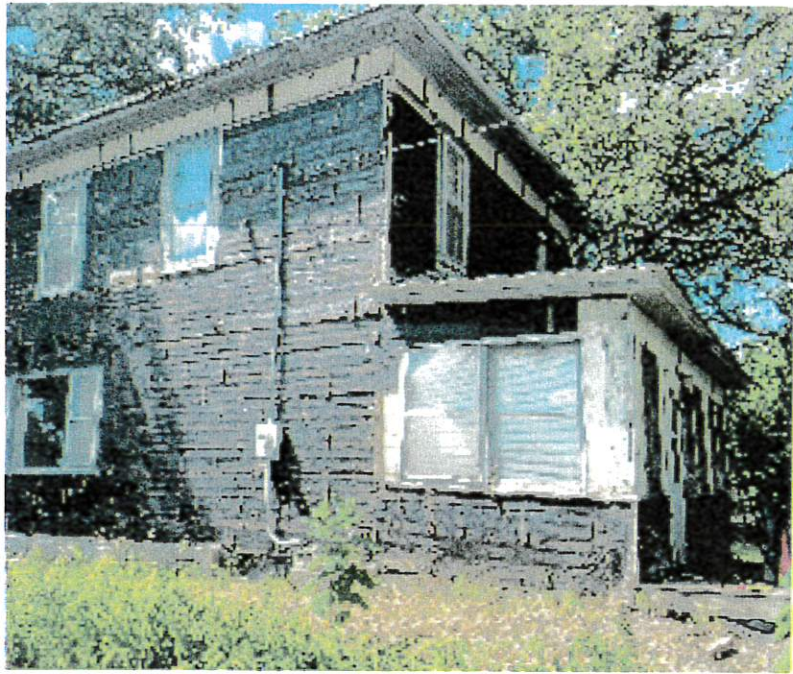
### Applicant Information

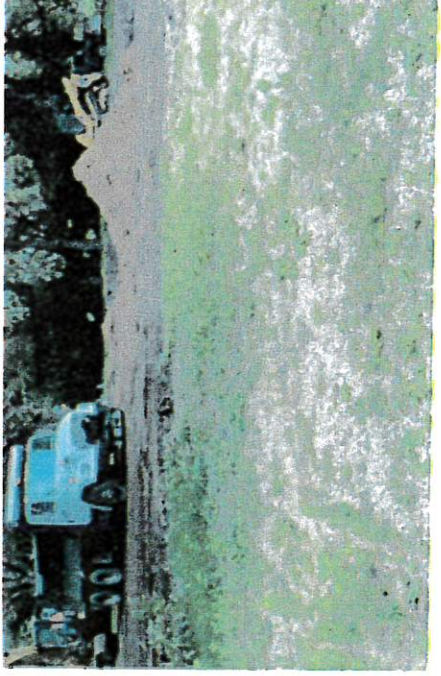
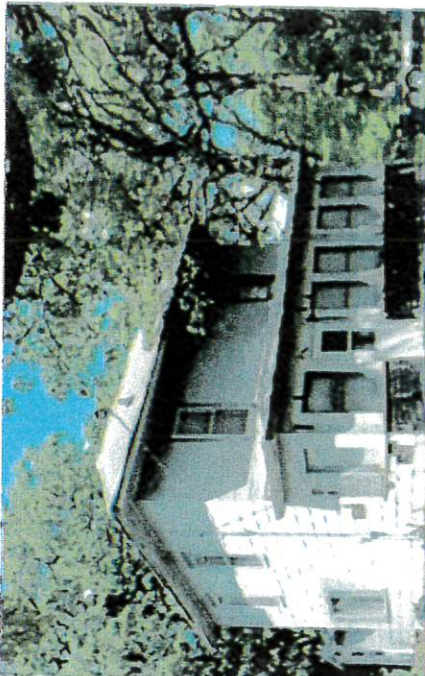
Organization Name: Strawns Project Name: Strawn House Demolition  
Contact Person: ERIK STRAWN Mailing Address: 1403 W LINCOLNWAY  
City, State, Zip: JEFFERSON, IA 50129 Daytime Phone Number: 515-391-0909  
Fax: \_\_\_\_\_ E-mail: erikstrawn@gmail.com  
Total Project Cost: \$12,700<sup>00</sup> Amount requesting from this grant program: \$2000<sup>00</sup>  
Project Address: 1402 W LINCOLNWAY JEFFERSON IA 50129  
Project Description ASBESTOS REMOVAL AND DEMOLITION OF HOUSE  
FILL WITH DIRT, GRADED AND SEEDED

The City Administrator and the Building Official will make final recommendations to the City Council regarding which projects should be funded. However, they will solicit input by utilizing, the City Engineer, City Department Staff, and/or City Council Members.

### For More Information/Questions:

Contact the City Administrator, City Clerk or Building Official at 515-386-3111.





# City of Jefferson

## Façade Rehabilitation Program Application

### Purpose:

The purpose of this grant program is to assist business/building owners within the City of Jefferson Main Street District to strengthen their neighborhood's appearance, to promote the area to visitors, and to improve the quality of life.

### Eligible Applicants:

- ◆ Eligible applicants are building owners in the City of Jefferson Main Street District who are committed to the Historical District.

### Eligible Projects to be Considered for Funding:

- ◆ Projects that correct violations of the current International Property Maintenance Code.
- ◆ Projects for facade improvements only.

### Funding Requirements:

- ◆ Grant funds are available on a reimbursement basis only.
- ◆ Grants will generally be awarded on a 50/50 cash match basis.
- ◆ Building design and materials must be approved by Facade Review Committee.
- ◆ Before and after pictures are required for funding.
- ◆ Projects must abide by the City of Jefferson Downtown Building Design Guidelines
- ◆ Projects may be required to obtain design assistance through Main Street Iowa.
- ◆ Large projects must submit building renderings of design.

### Applicant Information

Organization Name: Habitat for Humanity Project Name: Habitat Office Facade  
Contact Person: Jeff Lamoureux Mailing Address: 114 S. Chestnut  
City, State, Zip: Jefferson, IA 50128 Daytime Phone Number: 515-386-3083  
Fax: — E-mail: AD@heartofiowahabitat.org  
Total Project Cost: \$ 6162 — Amount requesting from this grant program: \$ 3,081  
Project Address: 114 S. Chestnut St.  
Project Description: Facade Rehabilitation - Proposal Attached.

The Facade Review Committee will make final recommendations to the City Council regarding which projects should be funded. However, they will solicit input by utilizing, the City Engineer, City Department Staff, and/or City Council Members.

### For More Information/Questions:

Contact the City Administrator or Building Official at 515-386-3111.

Pay Habitat \$ 3,081  
CS



## ECONOMIC DEVELOPMENT FORGIVABLE LOAN AGREEMENT

This Agreement is made and entered into on \_\_\_\_\_ by and between the City of Jefferson, Iowa ("City") and Pub Adventures, LLC an Iowa Limited Liability company ("Owner"), for the purpose of outlining procedures to be followed for the development of residential dwelling units in the second floor of 123 N Chestnut, Jefferson, Greene County, Iowa.

WHEREAS, it is the desire of the Owner to develop the upper story of the property located at 123 N Chestnut as set forth in the City's Community Development Block Grant ("CDBG") application for federal funds under the Supplemental Community Development Block Grant — Upper Story Housing Project. The City requires construction of residential units in the upper-story of 123 N Chestnut. Upon Final Completion, the units will be rented to persons of low-to-moderate income during the five-year affordability period which will begin upon receipt of Certificate of Occupancy. The City will place a three-year Forgivable Mortgage on the property for \$ \_\_\_\_\_ as security for the CDBG grant funds (Appendix D). The Forgivable Mortgage shall be amended upon project completion to reflect actual CDBG funds used. The City shall reimburse the Owner within 10 days upon receipt of funds from Iowa Economic Development Authority ("IEDA") for approved project-related expenditures as detailed in the project budget (Appendix A).

WHEREAS, it is the desire of the City to see that the development proceeds in an orderly manner. Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, and other financial assistance to or for the benefit of private persons.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Construction of Upper-Story Housing Units.** The Owner shall construct [number] residential units in the upper-story of the existing vacant area in the building located at 123 N Chestnut, Jefferson, Greene County, Iowa. The building is a two-story historic building. The proposed Work will rehabilitate the upper story in its entirety, with related work at the exterior and as required elsewhere to meet the project's requirements. See proposed floor plan attached in Appendix B. Design and engineering direction prior to bidding and construction are solely at the Architect's discretion, as assisted by the Owner and will be consistent with the materials submitted with the CDBG Grant application to the extent feasible. Any necessary changes to the construction scope of work prior to construction, or changes during construction due to unforeseen discovery items, will be at the Architect's discretion, as assisted by the Owner. The project will not be considered a "Public Improvement Project" as defined by Chapter 26 of the Iowa Code. Funding for the project shall be made available to the Owner pursuant to a \$ \_\_\_\_\_ forgivable loan (the "Forgivable Loan").

2. **Minimum Requirements.** All work called for under this Agreement shall be in full compliance with all City requirements based on the City of Jefferson's Code of Ordinances, policies, and procedures, and shall be subject to review and approval by the City of Jefferson.

3. **Governing Law.** This agreement is a contract made under the laws of the State of Iowa and is governed by, and construed in accordance with, the laws of the State of Iowa.

4. **Validity.** If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision will not affect the validity of the remaining portion of the Agreement.

5. **Waiver.** The action or inaction of either party will not constitute a waiver of the provisions of this Agreement. To be binding, waivers must be in writing, signed by both parties, and approved by written resolution of the City Council. A party's failure to take legal action promptly to enforce this Agreement will not be a waiver or a release.

6. **Binding Agreement.** The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the City and the Owner, and their respective successors and assigns. This Agreement, together with the attached appendixes referred to herein, constitute a complete agreement of the parties with respect to this matter, and this Agreement may not be amended except by a writing signed by both parties. Such amendments include any deviation from the program schedule or other terms and conditions provided for by the IEDA contract number # \_\_\_\_\_ which is by this reference incorporated herein and made a part hereof. The City shall release the obligations of the Owner under this Agreement only when Owner has, in the City's reasonable judgement, fully completed its obligations under this Agreement, or, in the City's sole discretion, when the Owner has provided the City with adequate written assurances, secured in a manner deemed appropriate by the City that Owner will complete its responsibilities and obligations under this Agreement.

7. **Financial Management.** Eligible expenditures will be submitted by Owner to the City for reimbursement on a monthly basis, including but not limited to the Owner's Design and Engineering expenditures prior to the bidding and construction process. The project construction will be bid, in accordance with applicable Federal Requirements. The Owner's Architect in consultation with the Owner will prepare the construction agreement. The construction agreement will be between the Owner and the successful contractor. Once the construction agreement is executed, monthly Pay Applications will be prepared by the Owner's Contractor and submitted to the Owner's Architect for review and certification. The Architect will certify the Pay Application, as submitted or modified at the Architect's discretion, confirming the Work completed based on the Architect's observations and general knowledge of the project's construction progress. Upon Architect's certification of submitted Pay Application for said construction work, the City shall reimburse the Owner within 10 days of receipt of funds from IEDA. The grant administrator will submit payment requests to IEDA on behalf of the City upon receipt of the Certified AIA form G702 from the Owner's Architect. The amount of reimbursement shall be limited to CDBG and City match funding as shown in the budget in Appendix A. Owner acknowledges that if the construction of the project contemplated by this agreement results in construction costs and expenses in an amount greater than \$500,000, Owner shall be responsible for 100% of said excess cost and hold the City free of any liability for such cost. Funds may only be used for those activities allowed by CDBG guidelines.

8. **CDBG Regulations and Requirements.** The City and the Owner will share the responsibility of complying with the CDBG regulations and requirements. Failure to comply with CDBG regulations on behalf of the Owner may result in legal action and potential repercussions up to and including repayment of funds from the IEDA. See Appendix C for all required federal contract language for CDBG funded contracts.

9. **Termination.** The City may terminate this Agreement at any time before the expiration of IEDA's contract number #\_\_\_\_\_, with written approval of IEDA, whenever it is determined that Owner has failed to comply with the terms of this Agreement

10. **Limitations on Concurrent Work.** Owner acknowledges that any other work on the entire existing building not directly or indirectly related to the upper-story housing scope of work, including construction, rehabilitation and changes of materials, occurring in the construction period are subject to Federal Regulations. These federal regulations include labor standards, environmental review including Section 106 review for cultural and historic resources, and procurement. Federal guidance provides that if it is the same property, building and/or owner; and, if the improvements are occurring in the same time frame as the CDBG contract, then they are considered to be directly related to the federal project and therefore subject to federal requirements. Owner acknowledges the recommended method of compliance with these regulations is to avoid doing any other work on the property during the duration of this grant.

11. **Waiver of Tax Abatement.** In consideration of the economic benefits provided by City under this Agreement, Owners waive any right they may have to receive any exemption from taxation for the value of improvements to be added to the Property, and they agree not to file any application or claim for such benefits.

12. **Own Legal Counsel and Tax Advisors.** Owners acknowledge that they have had the opportunity to consult with their own legal counsel and tax advisors as to the legal and tax effects of this Agreement and are not relying on any representation or statement made by City or the Region XII organization (local and State levels).

13. **Events of Default.** The following shall constitute events of default (“**Events of Default**”) under this Agreement:

(a) Owners shall fail to perform any covenant or agreement required to be performed by them before closing.

(b) Owners shall fail to pay any amounts required of them at closing.

(c) Owners shall fail to substantially complete the project by the agreed deadline.

(d) Default in the performance, or breach, of any covenant or agreement of the Owners under the \$\_\_\_\_\_ Mortgage given pursuant to this Agreement.

14. **Rights and Remedies.** Upon the occurrence of an Event of Default or at any time thereafter until such Event of Default is cured or waived, the City may exercise any or all of the following rights and remedies:

(a) City may terminate and not make any further advances under its \$\_\_\_\_\_ Forgivable Loan.

(b) City may exercise and enforce the rights and remedies available to it under the \$\_\_\_\_\_ Mortgage.

(c) City may exercise any other right or remedy as may be provided by law or equity.

(d) In any action or proceeding relating to this Agreement City shall be entitled to receive reasonable attorneys' fees and costs as permitted by law.

15. **Notices.** Any notice to either party that may be required hereunder or which either party is permitted or may desire to give to the other party must be in writing and may be given by personal delivery, by reputable overnight courier, or by registered or certified mail, return receipt requested, postage prepaid, to the party for whom it is intended at the address stated below or such other address as it may have designated in writing in the manner provided in this paragraph. Any such notice will be deemed to have been given (i) if personally delivered, when so delivered; (ii) if sent by reputable national overnight courier, upon confirmation of receipt; or (iii) if mailed by registered or certified mail, return receipt requested, postage prepaid, upon confirmation of receipt.

If to City:

City of Jefferson  
Attn: Michael Palmer  
220 N. Chestnut St.  
Jefferson, Iowa 50129

If to Owners:

Pub Adventures, LLC  
c/o Addi Meyer  
123 N Chestnut  
Jefferson, IA 50129

16. **Miscellaneous.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. 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. All obligations, covenants, agreements and warranties contained herein are and shall be joint and several as to each party bound thereby. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

The parties are signing this Agreement as of the date stated in the introductory paragraph.

# City of Jefferson

## Façade Rehabilitation Program Application

### Purpose:

The purpose of this grant program is to assist business/building owners within the City of Jefferson Main Street District to strengthen their neighborhood's appearance, to promote the area to visitors, and to improve the quality of life.

### Eligible Applicants:

- ◆ Eligible applicants are building owners in the City of Jefferson Main Street District who are committed to the Historical District.

### Eligible Projects to be Considered for Funding:

- ◆ Projects that correct violations of the current International Property Maintenance Code.
- ◆ Projects for facade improvements only.

### Funding Requirements:

- ◆ Grant funds are available on a reimbursement basis only.
- ◆ Grants will generally be awarded on a 50/50 cash match basis.
- ◆ Building design and materials must be approved by Façade Review Committee.
- ◆ Before and after pictures are required for funding.
- ◆ Projects must abide by the City of Jefferson Downtown Building Design Guidelines
- ◆ Projects may be required to obtain design assistance through Main Street Iowa.
- ◆ Large projects must submit building renderings of design.

### Applicant Information

Organization Name: Sierra Community Theatre Project Name: Top Story Window Replacements

Contact Person: Mike Piepel, Vice Pres. Mailing Address: 1133 McDuffie Drive

City, State, Zip: Jefferson, IA 50129 Daytime Phone Number: 515-386-2873

Fax: \_\_\_\_\_ E-mail: mdppl@netins.net

Total Project Cost: \$ 53,588 (estimate) Amount requesting from this grant program: \$ 40,938

Project Address: 212 East State Street, Jefferson

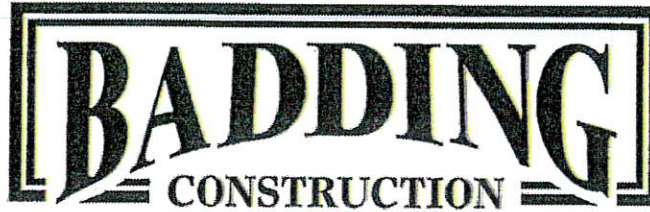
Project Description This is the first phase of a larger building facade restoration that meets the City's historical guidelines.

This grant request is for the replacement of the six large top story windows along State Street. Revised 5/10/2021

The Façade Review Committee will make final recommendations to the City Council regarding which projects should be funded. However, they will solicit input by utilizing, the City Engineer, City Department Staff, and/or City Council Members.

### For More Information/Questions:

Contact the City Administrator or Building Official at 515-386-3111.



Mr. Jim Daubendiek  
Sierra Theater  
Jefferson, Iowa 50129

December 2, 2020

Re: Window Replacements

Dear Jim,

Per our discussions, please find listed below our proposal for all material, labor and equipment to remove and replace the six upper story windows at the Sierra Theater on the square in Jefferson, Iowa.

Our proposal will include the following:

- Remove and salvage the existing interior wood trims and wood sills
- Remove and haul offsite the existing six upper story windows
- Provide and install six new Marvin Windows
- These new windows will come prefinished white on both the interior and exterior
- We will insulate around these new windows
- We are assuming there will be some masonry work needed as these new windows are removed and replaced. We have included an allowance of \$600 per window, \$3,600 total, to complete this work.
- We have also included an allowance of \$100 per window, \$600 total, for new wood trims
- We have not include any painting of trims or walls

\$ 49,849

Sincerely,



Ron Badding  
Project Manager

814 West 9th Street • Carroll, Iowa 51401  
(Phone) 712-792-4123 • (Fax) 712-792-6719









## Additional Information for the Sierra Community Theatre Grant Application

### Overview of the Project

The Sierra Community Theatre (SCT) is a community-owned non-profit 501(c)(3) corporation. The SCT board of directors intends to begin a building façade rehabilitation project for the SCT building. The project will be divided into manageable phases.

The goals of the project are to:

- 1) replace the upper story windows, which are in very bad condition (Phase I),
- 2) restore some historical architectural design features of the marquee, canopy and signage, (Phase 2)
- 3) modernize lighting and use of electronic displays in a way that works with the overall historic design features of the building. (Phase 3)

**FIGURE 1 – Picture of SCT Building Façade and Adjacent Refurbished Buildings to the West**



The SCT board will be getting design assistance from the Main Street Iowa designers and from Nick Sorensen, Jefferson's Special Projects Coordinator.

This grant application is primarily for Phase I of the project, which is the replacement of the six upper story windows, minor repairs to the soffit and fascia, along with some initial design and planning through Main Street Iowa. The six upper story windows are in desperate need of repair due to age. One

# CHANGE ORDER

No. 001

PROJECT: Jefferson Municipal Airport  
Runway 14/32 Extension

DATE OF ISSUANCE: September 29, 2021

EFFECTIVE DATE: September 29, 2021

OWNER: Jefferson Municipal Airport

ENGINEER'S Project No.: T51.119027

CONTRACTOR: Concrete Technologies Inc.

ENGINEER: Bolton & Menk, Inc.

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

### Description:

- CO-1.1 Upgrade PAPI to LED
- CO-1.2 Install New Radio Controller
- CO-1.3 Change REIL from Voltage to Intensity Controlled

### Reason for Change Order:

- CO-1.1 Changing to an LED PAPI allows for the reduction in wire size. This reduction in wire size will ultimately reduce the overall construction cost. Additionally, a LED PAPI system results in less overall maintenance for the airport.
- CO-1.2 Upon confirmation from the field, the existing radio controller needs to be removed and replaced. The existing radio controller is not compatible with the new regulator. Replacement of the radio controller is needed to be able to control the new regulator.
- CO-1.3 Changing from voltage controlled REIL's to intensity controlled REIL's allows for a reduction of the amount of wire and conduit needed to complete the project. This will result in a cost savings when a reconciliation of quantities is completed as part of a future change order.

### Cost Adjustments:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
CO-1.1	Upgrade PAPI to LED	2	EA	\$ 9,471.00	\$ 18,942.00
CO-1.2	Install New Radio Controller	1	EA	\$ 5,093.30	\$ 5,093.30
CO-1.3	Change REIL from Voltage to Intensity Controlled	1	LS	\$ 0.00	\$ 0.00
<b>TOTAL</b>					<b>\$ 24,035.30</b>

### Attachments: (List of documents supporting change):

➤ N/A

**CONTRACTOR'S PAY REQUEST**

City of Jefferson  
 Runway 14/32 Extension  
 Jefferson, IA  
 BMI PROJECT NO.T51.119027

**DISTRIBUTION:**

CONTRACTOR (1)  
 OWNER (1)  
 ENGINEER (1)  
 BONDING CO. (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$1,476,733.30
TOTAL, COMPLETED WORK TO DATE	\$1,488,805.05
RETAINED PERCENTAGE ( 5% )	\$74,440.25
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$1,414,364.80
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$1,274,730.10
PAY CONTRACTOR AS ESTIMATE NO. <b>7 (SEVEN)</b>	\$139,634.70

**Certificate for Partial Payment**

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Concrete Technologies Inc.  
 1001 SE 37th Street  
 Grimes, IA 50111

By *Trout Peters* *Project Manager*  
 Name Title

Date *9.29*

**CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:**

ENGINEER: BOLTON & MENK, INC., 300 West McKinley Street, PO Box 68, Jefferson, IA 50129

By *John B. Bolton*, PROJECT ENGINEER

Date 09/29/2021

**APPROVED FOR PAYMENT:**

OWNER:

By \_\_\_\_\_  
 Name Title Date

And \_\_\_\_\_  
 Name Title Date

## CERTIFICATE OF SUBSTANTIAL COMPLETION

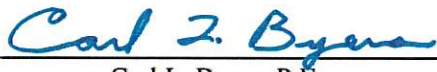
To: City of Jefferson, Iowa Date: 9/29/2021  
Jefferson Municipal Airport Project: **Runway 14/32 Extension**  
220 N. Chestnut Street Jefferson Municipal Airport (EFW)  
Jefferson, IA 50129 FAA AIP #: 3-19-0049-013-2020  
BMI Project Number: T51.119027

Although a formal final inspection of the above-referenced project has not yet been completed, the Project Manager and Airport Manager inspected the project and confirmed all lighting systems were operational, and that the runway could be re-opened for aircraft as of September 29, 2021. As soon as possible, a formal final inspection will be completed. At that time, a punchlist will be developed and forwarded to attendees and the Contractor. Items remaining are anticipated to be minor and nothing currently prevents the airport from using the runway. For that reason, **Substantial Completion was established as of September 29, 2021**, pending the formal final inspection and Sponsor acceptance.

Therefore, Bolton & Menk recommends the City of Jefferson formally accept the project as Substantially Complete as of that date. Although the final change order reconciling quantities and establishing the exact final construction cost has not yet been completed, we anticipate the final construction cost to be approximately \$1,490,000, which is slightly above the original contract value of \$1,476,733.30. The slight variation is primarily due to changing the PAPI systems to newly available LED systems and addition of a new radio controller in the airport electrical vault to replace an old one that was difficult to maintain.

Following acceptance of Substantial Completion and the formal final inspection, we will work with the Contractor to finalize all documentation required to formally close this project out with the FAA. When all documentation has been received from the Contractor and all punchlist items completed, and when the required 30-day waiting period has passed, we will recommend final acceptance of the project and release of retainage on the project. At that time, the project warranty period will also begin.

Bolton & Menk, Inc.

BY:   
Carl L. Byers, P.E.  
TITLE: Project Manager

### ACCEPTANCE OF SUBSTANTIAL COMPLETION

The City of Jefferson, Iowa formally accepts the project noted above as **SUBSTANTIALLY COMPLETE** as of **September 29, 2021**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
TITLE: Mayor, City of Jefferson, Iowa

City of Jefferson, Iowa  
Runway 14/32 Extension – 0T51.119027

SUBSTANTIAL COMPLETION

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION PROVIDING FOR CITY ACCEPTANCE  
OF GIFT OF REAL ESTATE AT 1006 NORTH WALNUT STREET

WHEREAS, Steven Murphy (the “**Donor**”), of Jefferson, Iowa, has proposed making a gift to the City of Jefferson (“**City**”) of the real estate locally known as 1006 North Walnut Street (the “**Gift**”); and

WHEREAS, the Donor does not have conditions upon how the Gift is to be used, but both Donor and City agree that a written agreement for the acceptance of the Gift should be approved; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that it accept the Gift and that it adopt this resolution for the purpose of accepting the Gift.

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

Section 1. The City of Jefferson hereby accepts the Gift from the Donor subject to the terms and requirements of written agreement, a copy of which is attached to this resolution.

Section 2. The Mayor, City Administrator, and City Clerk are authorized and directed 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 October 12, 2021.

\_\_\_\_\_  
Matt Gordon, Mayor

Attest:

\_\_\_\_\_  
Roxanne Gorsuch, City Clerk

## REAL ESTATE PURCHASE AND SALE AGREEMENT

This real estate purchase and sale agreement is dated \_\_\_\_\_, and is between Stephen M. Murphy, of 403 Main St., Scranton, IA 51462 (the “**Seller**”), and City of Jefferson, of 220 N. Chestnut St., Jefferson, IA 50129 (the “**Buyer**”).

The parties agree as follows:

1. **Conveyance.** Seller agrees to convey to Buyer and Buyer agrees to accept from Seller the property locally known as 1006 N Walnut, Jefferson, Iowa, and legally described as:

North 131 feet of the East 148 feet of Block 16 in Head’s Addition to Jefferson,  
Greene County, Iowa;

together with all easements and servient estates appurtenant thereto and all improvements situated thereon, subject to easements for public utilities and streets, subject to zoning restrictions, and subject to such other easements, covenants, restrictions, and reservations as Buyer may approve, all of which is referred to as the “**Property**.”

2. **Donation.** Buyer is not purchasing the Property. Instead, Seller is donating the Property to Buyer. Buyer makes no statement as to the value of the Property being donated.

3. **Tax Proration.** The Seller shall be responsible for the real estate taxes due on the Property pursuant to Seller’s ownership in 2020-2021, which are due and payable in 2021-2022. Buyer shall be responsible for all subsequent real estate taxes.

4. **Abstract.** Seller agrees to deliver to Buyer for their examination an abstract of title covering the above-described real estate continued to the date of this agreement and showing marketable title in Seller in accordance with Iowa Title Standards, subject only to the matters permitted by this agreement. If no written objections are made within this time, then title shall be deemed approved for all purposes under this agreement. Seller will make reasonable efforts to cure any title exceptions caused by its acts or omissions but will not be obligated to cure any other exceptions. Abstract continuation shall be at the cost of Buyer.

5. **Condition of Property.** The Property is being sold by Seller to Buyer in “AS IS WHERE IS” condition and with all faults, and except as otherwise expressly set forth in this agreement Seller makes no representations or warranties with respect to the condition of the Property. Closing is contingent upon Buyer successfully inspecting the Property and not objecting to its condition. If Buyer objects to the condition of the Property, Buyer may unilaterally terminate this Agreement.

6. **Closing.** (a) Closing shall be held at the offices of Hoyt & Morain Law Firm, or at such other place as may be mutually agreed upon by Seller and Buyer, as soon as can practicably be done after Seller’s abstracting requirements under this agreement have been fulfilled.

(b) At closing Seller shall deliver to Buyer, in addition to any other items required under this agreement, the following: (i) a quitclaim deed conveying marketable title to

the Property to Buyer, free and clear of all liens, charges and encumbrances, except taxes and assessments required to be paid by Buyer under this agreement, easements for public utilities and streets, and such other easements, covenants, restrictions, and reservations as Buyer may approve, (ii) a closing statement, executed by Seller, and (iii) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this agreement, each executed and acknowledged as applicable by Seller.

(c) At closing Buyer shall deliver to Seller, in addition to any other items required under this agreement, the following: (i) a closing statement, duly executed by Buyer, and (ii) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this agreement, each executed and acknowledged as applicable by Buyer.

(d) Possession of the Property shall be delivered by Seller to Buyer upon the completion of closing.

7. **No Broker or Commission.** Seller and Buyer represent and warrant to each other that they have not used the services of any real estate broker, salesperson or any other person to whom a commission or fee will be due as a result of this transaction. Seller and Buyer agrees to indemnify and hold each other harmless from any claim by any person or entity for a commission or a fee as a result of this transaction.

8. **Remedies.** If Buyer fails to perform this agreement in any respect, time being of the essence, then Seller may forfeit this agreement as provided by Chapter 656 of the Iowa Code in which event all payments made and improvements made on the Property shall be forfeited, declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this agreement, or seek such other relief as may be provided by law or equity. If Seller fails to perform its obligations under this agreement, Buyer may (a) terminate this agreement and have all payments returned to them, or (b) seek such other relief as may be provided by law or equity. It is agreed that the periods of redemption after sale on foreclosure may be reduced under the conditions set forth in Sections 628.26 and 628.27 of the Iowa Code. In any action or proceeding relating to this agreement the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

9. **Notices.** Any notice to either party that may be required hereunder or which either party is permitted or may desire to give to the other party must be in writing and may be given by personal delivery, by reputable overnight courier, or by registered or certified mail, return receipt requested, postage prepaid, to the party for whom it is intended at the address stated above or such other address as it may have designated in writing in the manner provided in this paragraph. Any such notice will be deemed to have been given (i) if personally delivered, when so delivered; (ii) if sent by reputable national overnight courier, upon confirmation of receipt; or (iii) if mailed by registered or certified mail, return receipt requested, postage prepaid, upon confirmation of receipt.

10. **City Council Approval.** Seller's obligation to perform under this agreement is subject to approval of the City Council of Jefferson, a condition which may be waived by Buyer.

11. **Severability.** If any clauses or provisions herein contained would invalidate this agreement in whole or in part, such clauses or provisions only shall be invalid, and the remainder of this agreement will remain in full force and effect.

12. **Miscellaneous.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. 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. All obligations, covenants, agreements and warranties contained herein are and shall be joint and several as to each party bound thereby. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this agreement by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this agreement.

SIGNATURE PAGE TO FOLLOW



The parties are signing this agreement on the date stated in the introductory clause.

CITY OF JEFFERSON, BUYER

SELLER

By: \_\_\_\_\_  
Matt Gordon, Mayor

\_\_\_\_\_  
Stephen M. Murphy

Attest:  
\_\_\_\_\_  
Roxanne Gorsuch, City Clerk

The screenshot displays a web-based GIS application interface. At the top, a toolbar contains various navigation and editing tools. The main map area shows an aerial view with several parcels outlined in blue. Parcel numbers -001 through -021 are visible. A specific parcel, -003, is highlighted with a red circle and labeled 'HEADS, ALBERT ADD. (RESERVE)'. A street name 'W. HEAD ST.' is also visible. On the right side, a 'Results' panel provides detailed information for the selected parcel.

**Results:**

- Parcel ID - 1106454003
- Alt Id - AH160001
- Address - 1006 N WALNUT ST
- Owner - MURPHY, STEPHEN M (Deed)
- View: Report | Pictometry Imagery | [Google Maps opens in a new tab](#)

**Map Details:**

- Parcel ID: 1106454003
- Sec/Twp/Rng: n/a
- Property Address: 1006 N WALNUT ST
- District: IJJF
- Brief Tax Description: ALBERT HEADS ADD- E 148' N 131' BLK 16

**Parcel Information:**

- Alternate ID: IDAH160001
- Class: R
- Acreage: n/a
- Owner Address: MURPHY, STEPHEN M
- Address: 403 MAIN ST
- Location: SCRANTON, IA 51462

**Map Coordinates:** 4681121.90, 3473396.39

**Map Labels:** N. WALNUT ST, W. HEAD ST., HEADS, ALBERT ADD. (RESERVE), -001, -002, -003, -004, -007, -008, -021, -018, -017, -016

**Map Tools:** +, -, Home, Full Screen, Measure, Draw, Erase, Copy, Paste, Print, Download, Share, Search, Layers, Legend, Scale (100 ft)

**A RESOLUTION SUPPORTING THE REAUTHORIZATION OF GAMING IN GREENE COUNTY,  
THE CITY OF JEFFERSON, IOWA, CITY COUNCIL**

WHEREAS, the City of Jefferson City Council acknowledges that the community of Jefferson has benefited from the operation of the state-licensed casino in Greene County and the subsequent revenue-sharing agreement with Grow Greene County Gaming Corporation, which distributes the proceeds to municipalities, schools and nonprofits in Greene County; and

WHEREAS, the successful referendum allowing gaming in Greene County, Iowa, in August 2013 was the first step in the development of a casino, entertainment and events center in the county, located in the city of Jefferson; and

WHEREAS, Wild Rose Casino & Hotel-Jefferson and Grow Greene County Gaming Corporation, the qualified sponsoring organization, were granted appropriate licenses in June 2014 by the Iowa Racing & Gaming Commission, and the casino with its entertainment and events center has been open and operating in Greene County since in July of 2015; and

WHEREAS, the laws of the State of Iowa require that the enabling of gambling games must be subsequently approved in a county-wide referendum eight years after the initial referendum in order for the operation of the state-licensed casino to continue; and

WHEREAS, the City Council of Jefferson finds that the establishment of Wild Rose Jefferson's \$40-million facility has provided for the distribution of \$9 million in payments to Grow Greene County Gaming Corporation, created additional jobs in the community, generated more than \$3.1 million and yielded direct municipal payments and community grants to the City of Jefferson; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that it support the referendum vote enabling the continuation of gaming in Greene County, which will be conducted on Tuesday, November 2, 2021.

NOW, THEREFORE, It is Resolved by the City Council of the City of Jefferson, Iowa,

Section 1. The City Council of the City of Jefferson finds and determines that the establishment of Wild Rose Casino & Hotel-Jefferson and Grow Greene County Gaming Corporation has met and exceeded expectations.

Section 2. The City Council of the City of Jefferson, Iowa, supports the referendum allowing gaming to continue in Greene County.

Adopted and approved on \_\_\_\_\_.