

# AGENDA

**COUNCIL MEETING**  
**Tuesday, September 28, 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. 9/14/21 regular Council minutes.

**IV. NEW BUSINESS:**

- A. Consider approval of resolution of agreement with Iowa Department of Transportation of up to \$42,500 for hangar repairs at the Jefferson Municipal Airport.
- B. Technical assistance contract authorizing Region XII to apply for the funds on behalf of the city for building at 123 N Chestnut.
- C. Consider setting a public hearing for funding building at 123 N Chestnut for Community Block Grant for funding.
- D. Consider approval of expenditure for CDBG funds for 200 East State Street second floor project.
- E. Priority survey workshop.

**V. REPORTS:**

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

**VI. ADJOURN.**

## AGENDA SUMMARY

DATE 9/28/21

### NEW BUSINESS

- A. **Consider approval of resolution of agreement with Iowa Department of Transportation of up to \$42,500 for hangar repairs at the Jefferson Municipal Airport.**
  - i. Report attached
- B. **Technical assistance contract authorizing Region XII to apply for the funds on behalf of the city for building at 123 N Chestnut.**
  - i. Report attached.
- C. **Consider setting a public hearing for funding building at 123 N Chestnut for Community Block Grant for funding.**
  - i. The purpose of this hearing is to receive public comments concerning the City of Jefferson applying for a Community Development Block Grant from the Iowa Economic Development Authority to provide funds for upper story housing units within the city's downtown area. Items to be discussed for approval are the proposed project activities, costs, locations and the amount of funds required to complete the project.
- D. **Consider approval of expenditure for CDBG funds for 200 East State Street second floor project.**
  - i. Request #2 for reimbursement of \$13,188.00 of eligible expenses related to the 200 East State Street Project. Costs include architectural fees, historical review service and legal fees.
- E. **Priority survey workshop.**
  - i. Report attached

COUNCIL MEETING

September 14, 2021

5:30 P.M.

PRESENT: Ahrenholtz, Sloan, Wetrich, Zmolek

ABSENT: Jackson

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Wetrich, second by Sloan, the Council approved the following consent agenda: August 24, 2021 Council Minutes, FY 20-21 Road Use Tax Report, and payment of monthly bills from City funds.

AYE: Ahrenholtz, Sloan, Wetrich, Zmolek

NAY: None

**RESOLUTION NO. 60-21**

On motion by Sloan, second by Zmolek, the Council approved Resolution No. 60-21, a resolution approving Financial Policies.

AYE: Wetrich, Sloan, Zmolek, Ahrenholtz

NAY: None

On motion by Ahrenholtz, second by Wetrich, the Council approved of the Façade Improvement Grant Application of \$145,000 for Art on the Fly located at 114 N Wilson Avenue.

AYE: Sloan, Wetrich, Ahrenholtz, Zmolek

NAY: None

The following bills were approved for payment from City funds:

A1 AUTOMOTIVE	PD OIL CHNG	119.44
ABC PEST CONTROL	PEST CONTRL	335.00
ACCESS SYSTEMS LEASING	CPIER LSE	1449.50
ACCESS TILE	HANDICAP PADS	5,325.00
ACCO UNLIMITED CORP	PL CHEM	3,012.40
ADVANCED WASTE SOLUTIONS	GCRSE PORT POT	100.00
AFLAC	AFLAC INS W/H	59.21
AG SOURCE COOP SERV	WA TSTG	1,566.00
AHEAD LLC	GCRSE VISORS	784.26
ALLIANT ENERGY	UTILITIES	35,140.75
BAKER & TAYLOR INC.	LB MOVIES	1,756.63
BLACKTOP SERVICE CO.	RUT SEAL COAT	113,906.64
BOLTON & MENK INC	ENG W L'WAY CORRIDOR	55,406.87
BOMGAARS	SUPP	732.76
BROWN SUPPLY CO.	WA PARTS	220.92
C&D MASONRY INC	206 N WILSON	35,939.17
CAI IBER CONCRETE LLC	GRWD/CFNTRAI FST#11	46,903.00

Modal Transportation Bureau - Aviation  
800 Lincoln Way | Ames, Iowa 50010  
Phone: 515-239-1691

September 8, 2021

Jefferson Municipal Airport  
Ryan Stott  
1581 235 st  
Jefferson, IA 50129

Dear Ryan:

Congratulations! The FY 2022 General Aviation Vertical Infrastructure Program project you requested was approved for funding by the Iowa Transportation Commission on August 10, 2021. The Iowa DOT grant award is for **85%** of eligible costs up to a maximum state share of **\$42500** for the following project: Hangar Repair.

Attached is an agreement between the airport sponsor and the Iowa Department of Transportation (Iowa DOT). The sponsor should review, sign, and email a signed copy to me. Hard copies are not required this year. Once received, we will sign and return one fully executed contract to the sponsor. You are authorized to begin your project **after** receiving the contract with both Iowa DOT and Sponsor signatures in place. **You have 90 days to sign the grant and return it to the Iowa DOT for our signature.** The 12-month requirement to have the project under contract remains in place. Any contracts not returned within the 90-day window may be cancelled.

Please review the agreement noting your required responsibilities and assurances, required affirmative action, targeted small business and audit requirements. If you will be requesting reimbursement for engineering services, you will need to provide me with a copy of the agreement. The Iowa DOT recommends that your engineering agreements are either lump sum, or cost plus with fixed overhead rate and maximum dollar amount. Any engineering agreement more than \$50,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit. Please include state related nondiscrimination and targeted small business clauses in your agreements.



**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT  
FOR THE FISCAL YEAR 2022  
GENERAL AVIATION VERTICAL INFRASTRUCTURE PROGRAM (GAVI)**

THIS AGREEMENT is made between the Iowa Department of Transportation called the “Iowa DOT” and **City of Jefferson**, hereafter the “SPONSOR”.

**1.00 PURPOSE:** The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Jefferson Municipal Airport**, hereafter the “Airport”.

Improvements shall consist of:

**Hangar Repair**, as more clearly defined in the project application.

It shall be referred to as the “Project” and shall be identified by

Project number: **9I220EFW300**

Contract number: **3355**

**2.0 GENERAL PROVISIONS**

- 2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.03 The Iowa DOT agrees to reimburse the SPONSOR **85%** of the eligible project costs, not to exceed the maximum amount payable of **\$42500** incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding. Final reimbursement will be made up to the contract amount in whole dollars.
- 2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180. (<http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf>)
- Competitive bid procedures for all projects greater than \$139,000.
  - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$77,000 and \$139,000
  - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$57,000 and \$139,000,
  - Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

the agreement, unless appropriations are withdrawn under 2.11. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.

- 2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.17 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

### **3.00 PROJECT CONDITIONS**

- 3.01 The SPONSOR Agrees to:
  - (a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
  - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$50,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
  - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
  - (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
  - (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
  - (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
  - (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
  - (h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.
  - (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.

this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

**6.00 EXECUTION OF THE AGREEMENT.** By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, on behalf of the SPONSOR.

By: \_\_\_\_\_ Attested: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, on behalf of the Iowa Department of Transportation.

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

Tamara Nicholson  
Director  
Modal Transportation Bureau

**OVISION**  
**Targeted Small Business (TSB) Affirmative Action Responsibilities**  
**on Non-Federal-aid Projects (Third-party State-Assisted Projects)**

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority Targeted  
Small Business Certification Program 1963 Bell  
Avenue, Suite 200

Des Moines, IA 50315 Phone:  
(515-348-6159)

Website: <https://iowaeconomicdevelopment.com/tsb>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufacturers and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractor's affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day



## TSB Affirmative Action Responsibilities

- A. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- B. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.
- C. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- D. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- E. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

## 6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

### A. The bidder may count:

- 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- 2) Work to be subcontracted to a TSB; or
- 3) Any other commercially useful function.

### B. The contractor may count:

- 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- 2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- 3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- 4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

## 7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

### A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:



**CHECKLIST AND CERTIFICATION**  
**For the Utilization of Targeted Small Businesses (TSB)**  
**On Non-Federal-aid Projects (Third-Party State-Assisted Projects)**

Recipient: \_\_\_\_\_ Project Number: \_\_\_\_\_

County: \_\_\_\_\_ Agreement Number: \_\_\_\_\_

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals?  YES  NO

If no, explain \_\_\_\_\_

2. Were qualified TSB firms notified of project?  YES  NO

If yes, by  letter,  telephone,  personal contact, or  other (specify) \_\_\_\_\_

If no, explain \_\_\_\_\_

3. Were bids or proposals solicited from qualified TSB firms?  YES  NO

If no, explain \_\_\_\_\_

4. Was a goal or percentage established for TSB participation?  YES  NO

If yes, what was the goal or percentage? \_\_\_\_\_

If no, explain why not: \_\_\_\_\_

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts?  YES  NO

If no, what action was taken by Recipient? \_\_\_\_\_

Is documentation in files?  YES  NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation?

\$ \_\_\_\_\_

What was the final project cost?

\$ \_\_\_\_\_

What was the dollar amount performed by TSB firms?

\$ \_\_\_\_\_

Name(s) and address(es) of the TSB firm(s) \_\_\_\_\_

(Use additional sheets if necessary)

Was the goal or percentage achieved?  YES  NO

If no, explain \_\_\_\_\_

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Contract Number: TA2205

**LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT**

**CITY OF JEFFERSON**

**ENVIRONMENTAL REVIEW FOR HOUSING APPLICATION**

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**Article 1.0 IDENTIFICATION OF PARTIES.** This contract is entered into by and between the Region XII Council of Governments, hereinafter referred to as COG, and the City of Jefferson, hereinafter referred to as the City.

**Article 2.0 STATEMENT OF PURPOSE.** The City intends to submit a 2022 Community Development Block Grant (CDBG) application to the Iowa Economic Development Authority (IEDA) for upper story conversion to housing. The City wishes to engage the COG to provide certain technical and professional services for this application.

**Article 3.0 AREA COVERED.** The COG shall perform all the work and services required under this contract in connection with and respecting required up-front environmental work in order for the City to submit a complete CDBG-Housing application to IEDA. The application will be on behalf of a private sub-recipient proposing to convert space on the second story of A certain downtown building to create housing units.

**Article 4.0 STATEMENT OF WORK AND SERVICES.** The COG shall perform in a satisfactory and proper manner as determined by the City, the following work and services:

**Specific activities completed by the COG shall include:**

- Completing the necessary environmental review actions needed to submit a competitive application;
- Coordinating with the developer(s) for his or her chosen properties that will be the subject of the application to ensure proper information for the selected properties is included;
- Attendance at public hearings and other meetings as needed or desired; and
- Submission of the CDBG application to IEDA.

**Responsibilities of the City or its designees shall include but are not limited to:**

- Provision of information needed for completion of the application;
- Serving as a liaison to the developer, if necessary, and
- Convening of any required meetings, including public hearings.

**Article 5.0 TIME PERFORMANCE.** The services of the COG are to be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before November 30, 2021.

**Article 6.0 CONDITION OF PAYMENTS.** The City will pay the COG \$1,000.00 for services outlined in Article 4.0. The City will also reimburse the COG for any publication costs related to the application not directly paid by the City.



**Article 7.0 AMENDMENTS.** Any changes to the Contract that are mutually agreed upon by both the COG and the City shall be incorporated into this Contract through written amendment signed by both parties.

**Article 8.0 TERMINATION.** Upon written agreement between the City and the COG, this contract may be declared null and void, whereupon all work completed to date of nullification shall be turned over to the City and the City shall reimburse the COG for the work completed.

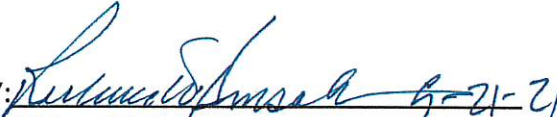
**Article 9.0 INDEMNIFICATION.** The City will defend, indemnify and hold harmless the COG and its officers, commissioners and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any actions under this Contract.

**Article 10.0 GRANT ADMINISTRATION.** If the CDBG application is funded, the City will enter into a separate contract with the COG for administration of the CDBG at a cost not to exceed the administrative costs as identified in the CDBG application.

IN WITNESS THEREFORE, the parties hereto have executed this Contract on the day and year specified below.

**REGION XII COG**

**THE CITY OF JEFFERSON**

BY:  7-21-21  
Richard T. Hunsaker                      Date  
Executive Director

BY: \_\_\_\_\_  
Matt Gordon                                      Date  
Mayor

