

# AGENDA

**COUNCIL MEETING**  
**Tuesday, December 8, 2020**  
**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.**

**III. CONSENT ITEMS:**

- A. 11/24/20 regular Council minutes.
- B. Peony Chinese Restaurant, Special Class C Liquor License.
- C. Hy-Vee Inc., Class E Liquor License
- D. Pay estimate #5 to Caliber Construction of \$213,236.33 for shared use path project.
- E. Cancel the regular Council Meeting on December 22, 2020
- F. Approval of monthly bills.

**IV. NEW BUSINESS:**

- A. Consider third reading of ordinance providing for commercial cardboard collection fees.
- B. Consider approval of Union Contract.
- C. Consideration of approval to hire Water Plant operator.
- D. Consider approval of engagement letter with Piper/Sandler for financial services.
- E. Consider approval of resolution approving 5-year Capital Improvement Plan and match funding for the Airport Improvement Project.
- F. Consider approval of health insurance plan.
- G. Consider resolution proposing sale of property at 204 E. McKinley St. and setting public hearing.
- H. Consider approval of professional services with Bolton and Menk for Water Plant Interim operator services.
- I. Consider Resolution Accepting Completed Construction and Approving Final Payment for 100 East State Street Roof Structure and Roof Installation Project.

**V. REPORTS: Greene County Animal Shelter.**

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

**VI. ADJOURN.**

## AGENDA SUMMARY

DATE 12/8/20

### NEW BUSINESS

#### NEW BUSINESS:

- A. **Consider third reading of ordinance providing for commercial cardboard collection fees.**
- B. **Consider approval of Union Contract.**
- C. **Consideration of approval to hire Water Plant operator.** Current operator will be retiring on December 31, 2020. Interview committee to provide recommendation to hire a new operator.
- D. **Consider approval of engagement letter with Piper/Sandler for financial services.** Attached is a letter from the City's financial advisor to issue bonds so the downtown improvements can be recovered through TIF funds. An additional part of the bond issue will be for to refinance existing bond debt at a lower rate saving the City approximately \$284,000.
- E. **Consider approval of resolution approving 5-year Capital Improvement Plan and match funding for the Airport Improvement Project.** Annual function for project planning and funding. Attached
- F. Consider approval of health insurance plan.
- G. **Consider resolution proposing sale of property at 204 E. McKinley St. and setting public hearing.** Attached is the proposed sale agreement.
- H. **Consider approval of professional services with Bolton and Menk for Water Plant Interim operator services.** This is a service that would provide the required licensed operator during the transition period following the retirement of the current operator on 12/31/20. See attached letter from Bolton and Menk.
- I. **Consider Resolution Accepting Completed Construction and Approving Final Payment for 100 East State Street Roof Structure and Roof Installation Project.**

COUNCIL MEETING

November 24, 2020

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Meeting was held at City Hall with Councilman Ahrenholtz, Sloan, and Zmolek present. Also present was Mayor Gordon, Councilman Wetrich and Jackson via invite on electronic Zoom application. This was necessary due to the State of Iowa Governor issuing a State Public Disaster Emergency Proclamation. The Disaster Emergency was due to the 2019 Novel Coronavirus.

No citizens spoke during Open Forum.

On motion by Ahrenholtz, second by Sloan, the Council approved the following consent agenda: November 11, 2020 Council Minutes, approval of Moes Mart #14, Class E Liquor License and Hy-Vee Market Café, Special Class C Liquor License.

AYE: Jackson, Sloan, Ahrenholtz, Wetrich, Zmolek

NAY: None

Don Orris expressed his concerns with bids coming in over budget.

This was the time and place for the Public Hearing for the Public Hearing on plans, specification, and form of contract for Greene County Animal Shelter. Mayor Gordon called for oral or written comments and there were none. On motion by Sloan, second by Zmolek, the Council closed the Public Hearing.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

Item B no action was taken.

On motion by Ahrenholtz, second by Zmolek, the Council approved to reject all bids and not accepting contracts on Greene County Animal Shelter project.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

On motion by Sloan, second by Ahrenholtz, the Council approved the second reading of an ordinance providing for commercial cardboard collection fees.

AYE: Wetrich, Sloan, Ahrenholtz, Jackson, Zmolek

NAY: None

On motion by Sloan, second by Wetrich, the Council approved Change Order #2 in the amount of \$7,015.00 for 100 East State Street.

AYE: Ahrenholtz, Zmolek, Jackson, Sloan, Wetrich

NAY: None

On motion by Zmolek, second by Ahrenholtz, the Council approved pay estimate #5 to Westbrooke Construction Company in the amount of \$45,254.20 for 100 East State Street.

AYE: Wetrich, Jackson, Sloan, Zmolek, Ahrenholtz

NAY: None

On motion by Sloan, second by Zmolek, the Council approved to submitting the Wastewater Facility Plan and Intended Use Plan (IUP) application to DNR.

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

On motion by Jackson, second by Wetrich, the Council approved the proposal of \$24,900.00 with KG Roofing LLC, Fort Dodge, IA for replacement of City Hall roof due to storm damage. The bid that came in will be covered under City of Jefferson insurance.

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

**RESOLUTION NO. 66-20**

On motion by Ahrenholtz, second by Jackson, the Council approved Resolution No. 66-20, a resolution approving acquisition agreement for property at 703 North Wilson Avenue.

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

**RESOLUTION NO. 67-20**

On motion by Wetrich, second Sloan, the Council approved Resolution No. 67-20, a resolution accepting completed construction and approving final payment for Arch Alley Improvement Project.

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

**RESOLUTION NO. 68-20**

On motion by Zmolek, second by Jackson, the Council approved Resolution No. 68-20, a resolution accepting completed construction and approving final payment for Chestnut and Adams Street Water Main Project.

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

**RESOLUTION NO. 69-20**

On motion by Ahrenholtz, second by Zmolek, the Council approved Resolution No. 69-20, a resolution authorizing loan to tax increment revenue fund.

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

A quarterly report with Jefferson Matters: A Main Street & Chamber Community was held to update the Council on activities.

There being no further business the Council agreed to adjourn.

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Matt Gordon, Mayor

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Roxanne Gorsuch, City Clerk

**CONTRACTOR'S PAY REQUEST**

Jefferson Shared Use Path Improvements  
 City of Jefferson, Iowa  
 BMI PROJECT NO. A14.119874

**DISTRIBUTION:**


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

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$954,755.79
TOTAL, COMPLETED WORK TO DATE	\$641,710.34
RETAINED PERCENTAGE ( 5% )	\$32,085.52
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$609,624.82
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$396,398.49
PAY CONTRACTOR AS ESTIMATE NO. 5 12/7/2020	\$213,226.33

**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.

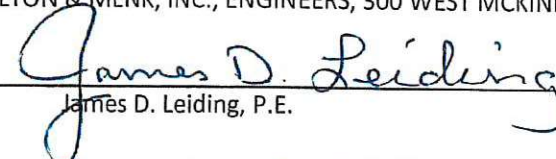
Contractor: CALIBER CONCRETE LLC  
 309 AUDUBON STREET  
 ADAIR, IOWA 50002

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

Date 12/4/20

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

ENGINEER: BOLTON & MENK, INC., ENGINEERS, 300 WEST MCKINLEY STREET, PO BOX 68, JEFFERSON, IA 50129

By  \_\_\_\_\_, PROJECT ENGINEER  
 James D. Leiding, P.E.

Date 12-4-2020

**APPROVED FOR PAYMENT:**

OWNER:

By \_\_\_\_\_ Mayor \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Matt Gordon

And \_\_\_\_\_ City Clerk \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Roxanne Gorsuch

# PIPER | SANDLER

.3900 INGERSOLL AVE., SUITE 110  
.DES MOINES, IA 50312  
.515/247-2340  
.Piper Sandler & Co  
.Since 1895. Member SIPC and NYSE

December 3, 2020

Mike Palmer, City Administrator  
City of Jefferson, Iowa  
220 N. Chestnut Street  
Jefferson, IA 50129

Re: Engagement Letter with Piper Sandler & Co.

Dear Mike:

We understand that the City of Jefferson, Iowa (the "Issuer" or "you") wishes to issue General Obligation Securities (to finance the Issuer's 2022-2024 capital improvement program), (collectively, the "Bonds," the "Bond Issue" or the "Project") and has selected Piper Sandler & Co. ("Piper Sandler", the "Underwriter", the "Placement Agent", or "we") to serve as underwriter or placement agent for the proposed issuance. We appreciate the opportunity to serve you in this manner. This letter will serve as an agreement regarding the terms of this engagement. In addition, we would like to take this opportunity to set forth some pertinent information about the financing process.

Although Piper Sandler intends to work closely with you during the period preceding the pricing and sale of the proposed Bond Issue with the aim of timely completion of the financing, we are not herein making a final commitment to underwrite bonds until certain events have occurred. Such a commitment is subject to, among other things, satisfactory completion and execution of all final documentation for an offering (including a Bond Purchase Agreement containing all provisions necessary to satisfy federal securities laws and the rules of the Municipal Securities Rulemaking Board, and all other applicable rules and regulations); absence of any material adverse change in the financial markets or in the financial condition, operations or prospects of the Issuer; receipts of all required governmental approvals and appropriate legal opinions; an underwriter's review ("due diligence") of the offering documents, as required under federal securities laws; the negotiation of appropriate indemnification; state blue sky reviews, as appropriate; and credit approval by Piper Sandler. This Agreement is therefore not a final commitment by Piper Sandler, express or implied, to underwrite, place, or purchase any securities, nor does it obligate Piper Sandler to enter into a Bond Purchase Agreement. While we do not anticipate difficulties in the course of the proposed financing, and look forward to a successful conclusion to this engagement, we prefer to identify these conditions to our final commitment at the outset.

During the term of our engagement, we will, as appropriate to the Transaction:

- a) consult with you in planning and implementing the Transaction;
- b) prepare various options and numbers to financing the project as requested
- c) assist with securing a rating on the proposed Bonds
- d) assist you in preparing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the Transaction;
- e) assistance with disclosure counsel regarding the preparation of the official statement
- f) assist you in preparing for due diligence conducted by potential investors;
- g) identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- h) consult with you in structuring the investment; and
- i) Coordinate the closing effort for the Bonds

No Recourse for Tax Matters. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Bonds or otherwise relating to the tax treatment of interest on the Bond.

Governance. This Agreement will be governed by, and construed in accordance with, the laws of the State of Iowa, without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The Issuer and Piper Sandler each hereby irrevocably waive any right they may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or the transactions contemplated hereby.

Consent to Jurisdiction; Service of Process, Jury Trial. The parties each hereby (a) submits to the jurisdiction of the Federal court sitting in Des Moines, Iowa with respect to any actions and proceedings arising out of or relating to this Agreement, (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in the Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties each hereby agree to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby.

Issuer To Provide Information and Documents to Piper Sandler. The Issuer agrees to provide to Piper Sandler all documents on which the Issuer has relied for purposes of certifying the Issuer is not aware of a material fact, nor has the Issuer omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, with respect to the issuance of the Bonds. The Issuer also agrees to complete, and agrees to cause its agents and consultants to complete, upon request, answers and provide any documents requested by Piper Sandler as part of due diligence requested by Piper Sandler in compliance with Piper Sandler's duties and obligations with respect to MSRB, SEC or other regulatory requirements

Representations, Warranties and Agreements of the Issuer. You represent and warrant to, and agree with us, that:

- a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;
- b) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the Transaction. You agree to notify us promptly of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Material, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;

## Schedule A – Maximum Fees

### Underwriter

All fees are calculated based on either the par amount of bonds offered or the gross initial offering proceeds, whichever is higher.

- a. If the rating is “AA-” or higher, the maximum fee shall be \$12,500 plus 0.75% of the gross proceeds of securities offered
- b. If the rating is “A-” to “A+”, the maximum fee shall be \$12,500 plus 1% of the gross proceeds of securities offered
- c. If the rating is below “A-” or not rated, the maximum fee shall be \$12,500 plus 1.2% of the gross proceeds of securities offered

### Placement Agent

Maximum fee shall be \$12,500 plus 1% of the gross proceeds of securities sold.



You will not, without our prior written consent, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought under the Agreement, unless such settlement, compromise or consent includes an express, complete and unconditional release of us and each other Indemnified Person from all liability and obligations arising therefrom. Without your prior written consent, which will not be unreasonably withheld, delayed or conditioned, no Indemnified Person will settle or compromise any claim for which indemnification or contribution may be sought hereunder. Notwithstanding the foregoing sentence, if at any time an Indemnified Person requests that you reimburse the Indemnified Person for fees and expenses as provided in the Agreement, you agree that you will be liable for any settlement of any proceeding effected without your prior written consent if (i) such settlement is entered into more than 30 days after receipt by you of the request for reimbursement, and (ii) you will not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement.

You also agree that no Indemnified Person will have any liability (whether in contract, tort or otherwise) to you or your affiliates, directors, officers, employees, agents, creditors or stockholders, directly or indirectly, related to or arising out of the Agreement or the services performed thereunder, except losses, claims, damages, liabilities and expenses you incur which have been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. In no event, regardless of the legal theory advanced, will any Indemnified Person be liable for any consequential, indirect, incidental, special or punitive damages of any nature. Your indemnification, reimbursement, exculpation and contribution obligations in this Annex A will be in addition to any rights that any Indemnified Person may have at common law or otherwise.

You understand that in the event that you reimburse Piper Sandler pursuant to this Annex A for the fees and expenses of its counsel, such reimbursement will be made on the basis of counsel's generally applicable rates, which may be higher than the rates that counsel charges Piper Sandler for other matters based on arrangements that it has entered into with such counsel.

Capitalized terms used, but not defined in this Annex A, have the meanings assigned to such terms in the Agreement.

## FEDERAL AIRPORT IMPROVEMENT PROGRAM (AIP) PREAPPLICATION CHECKLIST

Please attach the following documents with your application.

- Sponsor Identification Sheet for the Airport
- Capital Improvement Program (CIP) Data Sheet (one for each project listed in the first three years of the CIP) and detailed cost estimate for each data sheet
- Five-Year CIP
- Long-Range Needs Assessment
- Verification of an updated airport layout plan (ALP) (when applying for new construction of buildings or airfield expansion)
- Verification of completed environmental processing in accordance with National Environmental Policy Act of 1969
- Verification of completed land acquisition or signed purchase agreement
- Verification of pavement maintenance program (when applying for pavement preservation or reconstruction)
- If requesting federal assistance for snow removal equipment, please include an inventory of the existing equipment and calculations based on Chapters 4 and 5 of the Airport Winter Safety and Operations Advisory Circular (AC) 150/5200-30 and the Airport Snow and Ice Control Equipment AC 150/5220-20 showing the minimum equipment needed, along with the Airport Capital Improvement Plan (ACIP) Data Sheet, include a copy of a completed Federal Aviation Administration's snow removal equipment spreadsheet.
- If requesting federal assistance for general aviation apron expansion, include a copy of a completed FAA apron design spreadsheet.
- If requesting pavement reconstruction, submit an engineering report showing the need for the reconstruction as part of the CIP justification.
- For revenue-producing facilities (i.e., fueling facilities and hangars), please submit:
  - 1) A statement that airside development needs are met or include a financial plan to fund airside needs over the next three years.
  - 2) A statement that runway approach surfaces are clear of obstructions (the FAA Airport 5010 should show at least a 20:1 clear approach).
  - 3) Justification for the project.
- System for Award Management (SAM) registration is up to date ([www.sam.gov](http://www.sam.gov))

Please e-mail this form with supporting documents identified in the checklist to [shane.wright@iowadot.us](mailto:shane.wright@iowadot.us).

Attn.: Program Manager  
Aviation Bureau  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010

E-mail: [shane.wright@iowadot.us](mailto:shane.wright@iowadot.us)  
FAX: 515-233-7983  
Phone: 515-239-1048

**FEDERAL AVIATION ADMINISTRATION**  
 CAPITAL IMPROVEMENT PROGRAM (CIP)  
 AIRPORTS DIVISION – CENTRAL REGION

**5-YEAR CIP**  
 (Attach additional sheets if necessary)

<b>Airport Name, LOCID, City, State:</b>	Jefferson Municipal Airport (EFW), Jefferson, Iowa	<b>Sponsor Email:</b>	michaelpcjeff@netins.net
<b>Prepared By:</b>	Bolton & Menk, Inc.	<b>Sponsor Signature</b>	
<b>Date Prepared:</b>	November 2020	<b>Printed Name:</b>	Michael Palmer
<b>Sponsor Phone:</b>	515-386-3111		

FY	Detailed Project/Scope Description	Fund Source		Amount
		Federal	State	
2023	100' x 100' Hangar	\$600,000	\$0	\$600,000
				\$0
				\$358,900
				\$958,900
2023	100' x 100' Hangar Apron & Site Work (Iowa DOT Funded)	\$0		\$0
				\$113,815
				\$20,085
				\$133,900
2024	Fueling System Improvements (Iowa DOT Funded)	\$0		\$0
				\$15,000
				\$50,000
				\$200,000
2025	New Vault & Electrical Equipment	\$180,000		\$180,000
				\$0
				\$20,000
				\$200,000
Click here to enter text.	Click here to enter text.	<b>Federal</b>		\$Click here to enter text.
enter		<b>State</b>		\$Click here to enter text.
text.		<b>Local</b>		\$Click here to enter text.
		<b>Total</b>		\$Click here to enter text.

**FEDERAL AVIATION ADMINISTRATION**

**CIP DATA SHEET**

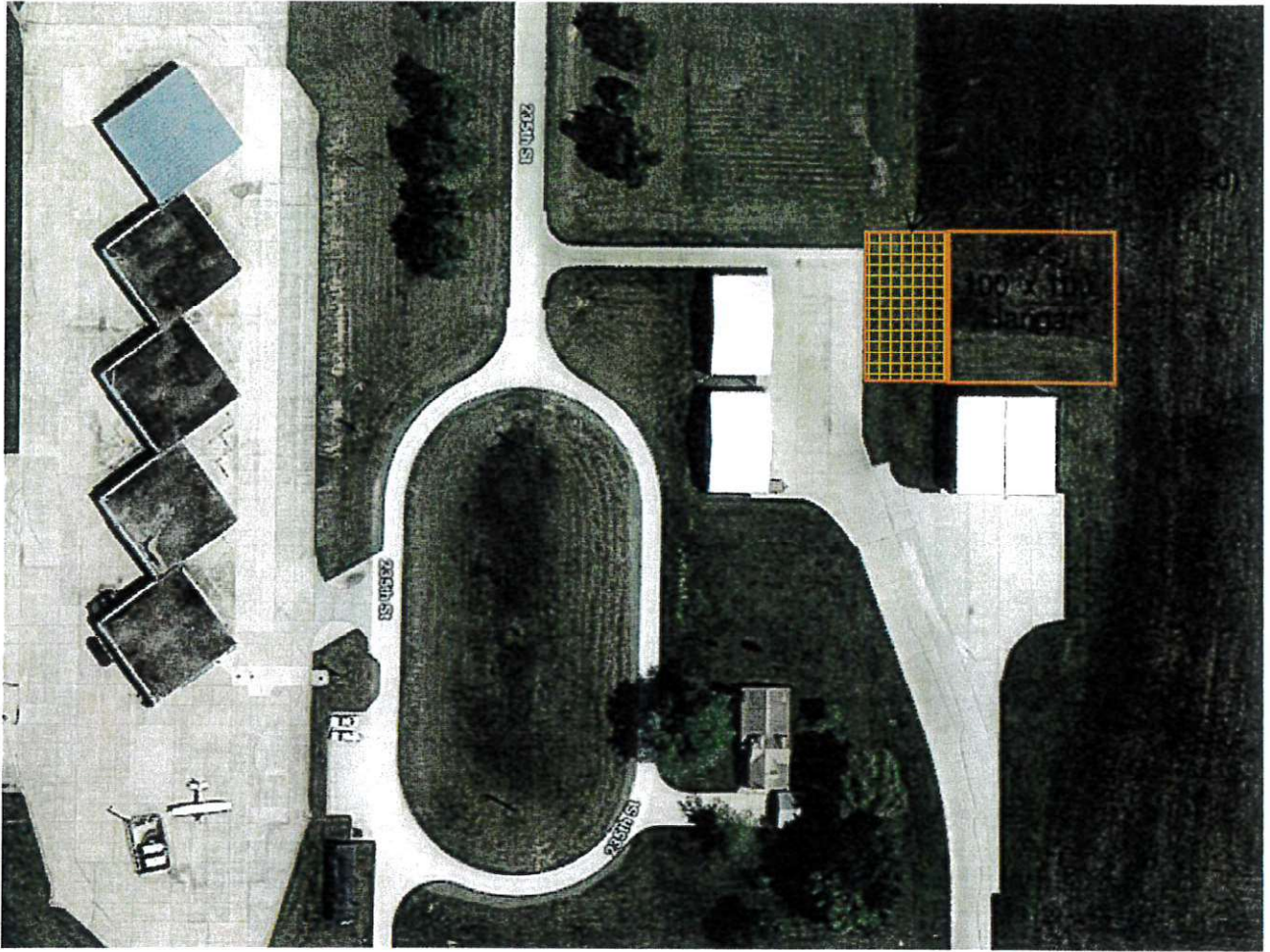
CAPITAL IMPROVEMENT PROGRAM (CIP)  
AIRPORTS DIVISION - CENTRAL REGION

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Jefferson Municipal Airport (EFW), Jefferson, Iowa		
AIP Project Type:	Construct 100' x 100' Hangar		
Local Priority:	1 - Very High	Federal Share:	\$ 600,000
FFY Requested:	2023	State Share:	\$ 0
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (separate sheet) that clearly depicts the scope of the project.		Local Share:	\$ 358,900
		Total Project Cost:	\$ 958,900

The purpose of this project is to construct a new 100' x 100' hangar. The Jefferson Municipal Airport is in need of hangar space for both local and transient traffic. With the primary runway being extended to 4,000 feet in 2020, the airport is expecting to see an increase in traffic in the coming years. The construction of a new hangar will not only help meet the needs of the airport, but will also help increase revenue for the airport.

SPONSOR SIGNATURE BLOCK			
Signature:		Date:	
Printed Name:	Micheal Palmer	Title:	City Administrator
Phone Number:	515-386-3111	Email:	michaelpcjeff@netins.net

Construct 100' x 100' Hangar Sketch





Real People. Real Solutions.

CONSTRUCT 100' X 100' HANGAR											
No.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL	Federal	63%	State	0%	Local	37%
1	MOBILIZATION	1	LS	\$ 51,000.00	\$ 51,000.00	\$ 31,911.57	\$	\$	-	\$ 19,088.43	
2	TRAFFIC CONTROL	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 6,257.17	\$	\$	-	\$ 3,742.83	
3	TOPSOIL STRIP & RESPREAD	550	CY	\$ 13.00	\$ 7,150.00	\$ 4,473.88	\$	\$	-	\$ 2,676.12	
4	100' X 100' HANGAR	1	LS	\$ 720,000.00	\$ 720,000.00	\$ 450,516.22	\$	\$	-	\$ 269,483.78	
5	SEEDING AND FERTILIZING / MULCHING	1	AC	\$ 6,000.00	\$ 6,000.00	\$ 3,754.30	\$	\$	-	\$ 2,245.70	
					\$ -	\$ -	\$ -	\$ -	-	\$ -	
				Subtotal	\$ 794,150.00	\$ 496,913.13	\$	\$	-	\$ 297,236.87	
	PROJECT DEVELOPMENT / SCOPING			\$	1,900.00	\$ 1,188.86	\$	\$	-	\$ 711.14	
	DESIGN ENGINEERING (10%)			\$	79,400.00	\$ 49,681.93	\$	\$	-	\$ 29,718.07	
	CONSTRUCTION ENGINEERING (10%)			\$	79,400.00	\$ 49,681.93	\$	\$	-	\$ 29,718.07	
	GRANT ADMINISTRATION			\$	3,000.00	\$ 1,877.15	\$	\$	-	\$ 1,122.85	
	DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN			\$	-	\$ -	\$	\$	-	\$ -	
	ENVIRONMENTAL CATEX			\$	-	\$ -	\$	\$	-	\$ -	
	ESTIMATED CITY ADMINISTRATION			\$	1,000.00	\$ 625.72	\$	\$	-	\$ 374.28	
	<b>CONSTRUCT 100' X 100' HANGAR</b>			\$	<b>958,900.00</b>	\$ <b>600,000.00</b>	\$	\$	-	\$ <b>358,900.00</b>	



## REAL ESTATE PURCHASE AND SALE AGREEMENT

This real estate purchase and sale agreement is dated \_\_\_\_\_, and is between the City of Jefferson, of 220 N. Chestnut St., Jefferson, IA 50129 (the “**Seller**”), and James L. Hagar and Heather M. Hagar, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common, of 208 E. McKinley St., Jefferson, IA 50129 (the “**Buyers**”).

The parties agree as follows:

1. **Purchase and Sale, the Property.** Seller agrees to sell to Buyers and Buyers agree to purchase from Seller the following described real estate:

The West One-third of Outlot 4 in Manning’s Addition to Jefferson, and all South of the Railroad of the East 63 feet of the West 233 feet, Block 14, Gray’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 Buyers may approve, all of which is referred to as the “**Property**.”

2. **Purchase Price.** Buyers agree to pay for the Property the total sum of \$2,000.00 (the “**Purchase Price**”), which shall be paid as follows:

(a) An earnest deposit in the amount of \$500.00 has been paid to Wilcox Law Firm, of Jefferson, Iowa, as escrow agent, to hold in trust pending closing, at which time it shall be applied to the Purchase Price and paid to Seller; and

(b) The balance of the Purchase Price, subject to any adjustments required under this agreement, shall be paid at the time of closing to Wilcox Law Firm, of Jefferson, Iowa, as settlement agent for Seller and Buyers.

3. **Tax Proration.** The Property is currently exempt from property tax and therefore no proration adjustment for taxes will be made at closing. Buyers shall be responsible for any taxes or special assessments levied after closing.

4. **Abstract.** Seller agrees to deliver to Buyers 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. Upon receipt of the continued abstract Buyers shall have 14 days within which to notify Seller in writing of any objections to title. 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.

5. **Condition of Property.** The Property is being sold by Seller to Buyers 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.

6. **Closing.** (a) Closing shall be held at the offices of Wilcox Law Firm, or at such other place as may be mutually agreed upon by Seller and Buyers, 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 Buyers, free and clear of all liens, charges and encumbrances, except taxes and assessments required to be paid by Buyers under this agreement, easements for public utilities and streets, and such other easements, covenants, restrictions, and reservations as Buyers 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 Buyers shall deliver to Sellers, in addition to any other items required under this agreement, the following: (i) the unpaid balance of the Purchase Price, plus any closing adjustments in favor of Seller, minus any closing adjustments in favor of Buyers, (ii) a closing statement, duly executed by Buyers, 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 Buyers.

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

7. **No Broker or Commission.** Seller and Buyers 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 Buyers agree 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 Buyers fail 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, Buyers 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 after a public hearing, and staff for the City of Jefferson will arrange for this agreement to be considered by the city council as soon as can reasonably be done.

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.

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

CITY OF JEFFERSON, Seller

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

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

\_\_\_\_\_  
James L. Hagar, Buyer

\_\_\_\_\_  
Heather M. Hagar, Buyer



Real People. Real Solutions.

300 W McKinley Street  
PO Box 68  
Jefferson, IA 50129

Ph: (515) 386-4101  
Bolton-Menk.com

November 20, 2020

Michael Palmer  
City Administrator  
220 N. Chestnut Street  
Jefferson, Iowa

RE: Water Treatment Plant Interim Operator Services  
Professional Services Agreement and Exhibit I

Dear Mr. Palmer,

The City of Jefferson is entering into a transition period for its Water Treatment Plant operation and maintenance as the long-time operator has given notice of his intention to retire at the end of the year. The City has begun the process of advertising for new candidates with the intention of finding a full-time replacement for the operator as soon as possible. There are several uncertainties with this process in regard to the timing of the hire and to the level of experience that the new person may bring with them.

Bolton & Menk, Inc. is aware of the importance of producing and providing high quality drinking water to the residents of Jefferson. This is a critical part of the infrastructure and the operator is key to making this happen. This agreement and scope of work will provide the services of a licensed staff person to act as an interim water treatment plant operator to assist in staff transitions, oversee day to day maintenance, operational readings and testing at the facility and completion of monthly reports and coordination with governing agencies.

It is the intention of this Agreement that the interim operator position would transition out after the operator position is filled and that person obtain the necessary licensing and operational knowledge of the facility.

Bolton & Menk is experienced in operating and optimizing the operations of municipal water facilities. We believe the proposed method of operations will provide excellent value to the City by providing interim operational services and guidance for the new water treatment plant operator hire. The intent of these services is to provide services only as long as necessary and to transition to the new hire operator as quickly and efficiently as possible to minimize costs to the City.

Name: Water Treatment Plant Interim Operator  
Date: November 20, 2020  
Page: 2

We appreciate this opportunity and look forward to assisting you during this staff transition at the Jefferson Water Treatment Plant. Should you have any questions, please feel free to contact me.

This scope will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk, Inc. and the City of Jefferson, dated August 27, 2019 and approved by the Jefferson City Council on August 27, 2019.

Sincerely,

**Bolton & Menk, Inc.**

---

**James Leiding, P.E.**  
Project Manager

---

**Matthew W. Ferrier, P.E.**  
Principal In Charge

JL/jl  
Encl.

# PROFESSIONAL SERVICES AGREEMENT

by and between  
**BOLTON & MENK, INC.**  
**300 West McKinley St., PO Box 68**  
**Jefferson, IA 50129**  
**Ph. (515) 386-4101**  
 (hereinafter referred to as BMI)  
 and

Date of Agreement: November 21, 2020
Agreement Number:  (BMI Project Number)
Project Location: City of Jefferson

Client	
Name: <u>City of Jefferson</u>	Phone No.: 515-386-3111
Address: <u>220 N. Chestnut St.</u>	
Address: _____	Fax No.: 5153864671
City: <u>Jefferson</u> State <u>IA</u> Zip <u>50129</u>	
(hereinafter referred to as Client)	

<input checked="" type="checkbox"/> Agent or Person Ordering Services and/or		<input type="checkbox"/> Billing Address (if different)	
Agent or Person Ordering Services: <u>Michael Palmer, City Administrator</u>		Phone No.:	
Address: _____			
City: _____ State _____ Zip _____		Fax No.:	

Fee Arrangement
Hourly, Estimated Fee, \$57,800 for Interim Water Treatment Plant Operator services and transitions from current operator to new hire operator for estimated 6 month time period. This period of time may be adjusted, shorter or longer, based on the qualifications and licensure of the new hire, by mutual agreement of both parties.

Scope/Intent and Extent of Services
See attached scope of services, Exhibit I for the Interim Water Treatment Plant Operator Services

Special Conditions
The services described in this Work Order will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk, Inc and the City of Jefferson, dated August 27, 2019 and approved by the Jefferson City Council on that day, unless modified by this Work Order..

BMI and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client and assumes financial responsibility for all services in the event of default by the Client.

Offered by: Bolton & Menk, Inc.

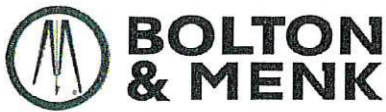
Accepted by:

Matthew W. Ferrier, P.E., Principal-In-Charge  
print name/title

Matthew Gordon, Mayor  
print name/title

\_\_\_\_\_  
signature and date

\_\_\_\_\_  
signature and date



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300 W McKinley Street  
PO Box 68  
Jefferson, IA 50129

Ph: (515) 386-4101  
Bolton-Menk.com

## EXHIBIT 1

### CONSULTANT SERVICES

#### WATER TREATMENT PLANT INTERIM OPERATOR SERVICES

JEFFERSON, IOWA

#### **SCOPE OF SERVICES**

The Consultant agrees to provide professional services required for the Water Treatment Plant Operator Services. The scope of work will include project management, licensed operator and support staff as necessary during staff transitions at the Jefferson Water Treatment Plant.

#### **BASIC SERVICES**

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

### **Task 1 – Provide Licensed Operator**

Bolton & Menk will provide a licensed operator to meet the requirements of the Iowa Department of Natural Resources (IDNR). To accomplish this, we propose to have Delbert (Butch) Niebuhr onsite in the City of Jefferson as the licensed operator. Mr. Niebuhr has been a licensed facility operator for over 40 years. He would manage the facilities and systems as necessary to comply with state and federal regulations as well as making sure the City continues to produce high quality drinking water.

Bolton & Menk has over 500 employees and over a dozen experts in the design and construction of water treatment facilities, process design, evaluation and troubleshooting. Any of these experts can be utilized for issues that arise at the facility during this transition period.

### **Task 2 – Staff Transition**

#### **2.1 Pre-Operator Hire**

Bolton & Menk will strategically organize time with the outgoing plant operator in an effort to gather information regarding day to day plant operations, staff responsibilities, testing and reporting requirements. This task is anticipated to include two days per week for 4 weeks with an estimated 4 hours each day of coordination time with the existing plant operator. The amount of time necessary is dependent upon numerous factors and will be adjusted accordingly to assure a smooth transition when the time comes.

### 2.2 Post-Operator Hire

This task will be dependent upon the qualifications of the new hire including licensure or the amount of time required to obtain a license. Bolton & Menk will organize time with the new hire plant operator in an effort to mentor this person on the day to day plant operations, staff responsibilities, testing and reporting requirements. This task is estimated, for the purpose of the agreement, to include two days per week for 4 weeks with an estimated 4 hours each day of coordination time with the new plant operator. The amount of time necessary is dependent upon numerous factors and will be adjusted accordingly to assure a smooth transition when the time comes.

## **Task 3 – Plant Operations**

### 3.1 Interim Plant Operation

During the time between the existing operator's retirement and the new hire's ability to manage the facility (Estimated to be 6 months for budgeting purposes), Bolton & Menk's operator will provide oversight and management for the plant. This will include but is not limited to the following items:

- Supervision of the day to day operations
- Management of the required testing
- Be a liaison between City of Jefferson and IDNR relating to compliance issues
- Certify monthly operating reports
- Manage operational changes as needed
- Provide oversight and protocol for emergencies
- Manage meter reading for billing
- Provide oversight for regular maintenance of plant and distribution system elements
- Be responsible for posting of public notices as required
- Work with staff on shutdowns, notifications and testing for repairs
- Mentor new hire on operations of the treatment facility

### **City Participation**

The City's Public Works Director will assist in the management of the two existing plant staff members as it pertains to the maintenance and upkeep of the distribution system, reading of meters for billings and normal scheduled repairs due to his knowledge of planned work and overall system. He will also be part of the emergency contact protocol for all emergency issues.

### 3.2 Timetable

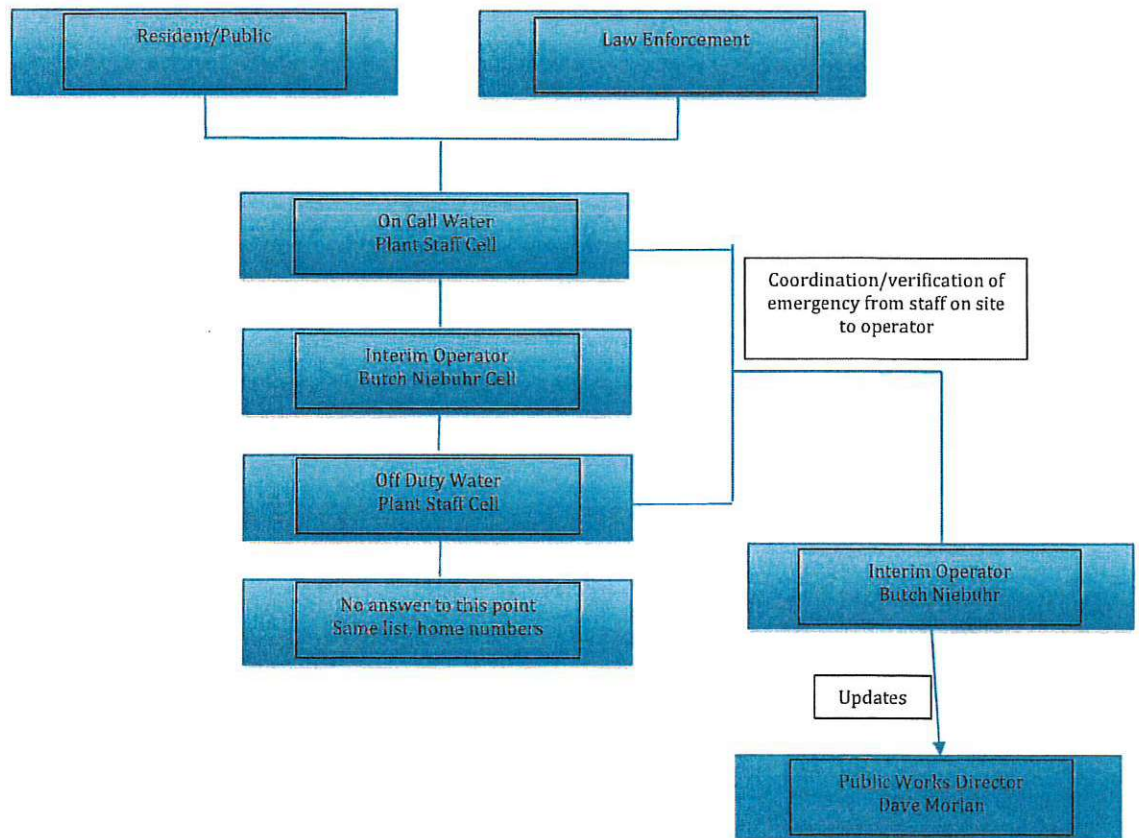
This is an estimation of the milestone events based on descriptions in the posting of the position with assumptions of the hiring timeline and qualifications of the selected individual.

- November 20, 2020 – Submit agreement to DNR for Review
- November 24, 2020 – Receive approval of agreement from City Council
- November 30, 2020 – Operator applications are due to the City for Review
- December 2020 – Review of applications, interviews, offer of employment
- December 2020 – Coordination between existing operator and BMI interim operator
- December 31, 2020 – Retirement of existing operator
- January 12, 2021 – Approval of new hire by City Council (if not earlier by special meeting)
- January – June 2021 – new operator works on obtaining required licensure and works with interim operator on plant operations and distribution system items
- July 2021 – New hire obtains minimum Grade III Plant and Grade II Distribution licenses
- July – August 2021 – interim operator transitions operational duties to new hire
- August 2021 – New hire is operating facility

### 3.2 Emergency Protocol/Contacts Tree

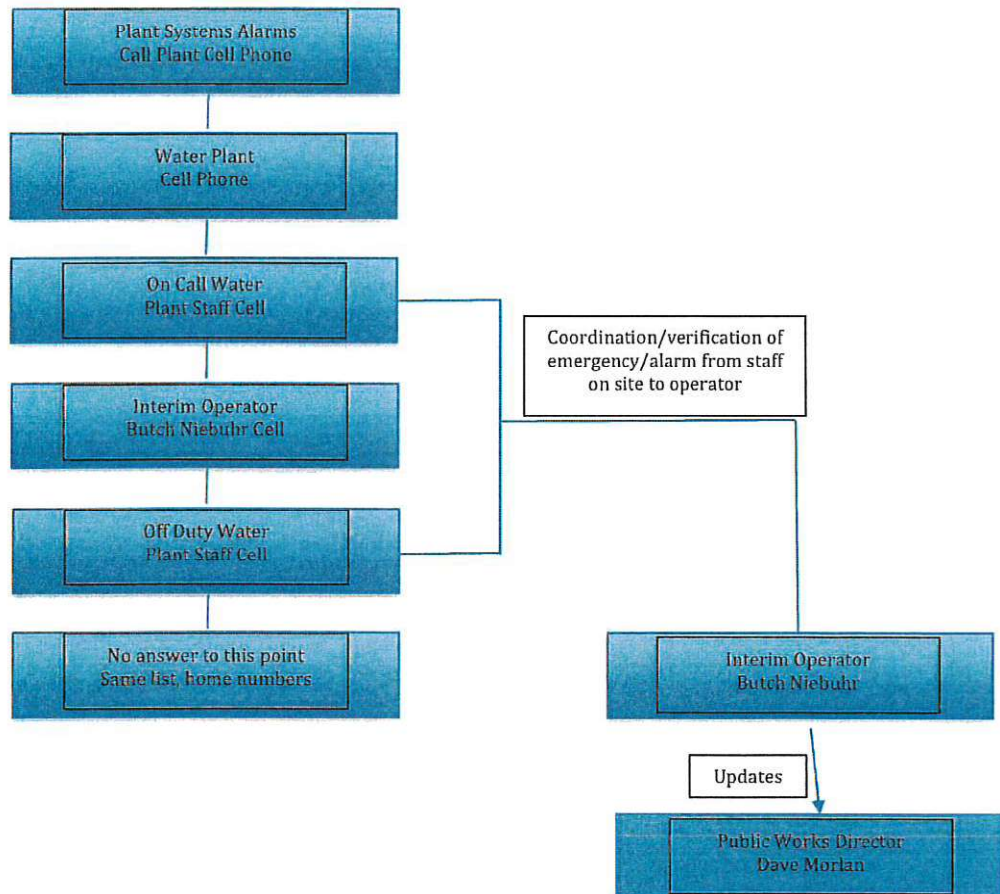
The following is graphic representation of how emergency situations will be handled during the time that Bolton & Menk provides the interim operator services at the water treatment plant.

#### Distribution System Emergency





## Treatment Plant Emergency



Once the new hire operator is on staff, they will be added to the rotation of on call emergency staff and included as part of the emergency protocol and contact tree. After they have acquired the necessary licensing, they will transition to the plant operator and our interim operator will be available for consultation and backup.

## Task 4 – Key Personnel

Bolton & Menk has assembled an experienced and industry leading team of professional to provide service to the City of Jefferson. Our proposed project team includes professionals with proven backgrounds and depth of experience that will ensure the maximum benefit to the City, Water Department Staff and residents. Following is a summary of the proposed key personnel and their roles and responsibilities for this project.

### Project Manager

**James D. Leiding, P.E.**, Project Manager and Jefferson office manager will serve as the local contact and monitor day to day performance as well as the satisfaction of the City of Jefferson with our services and will provide updates to committees and council.

A project manager and construction engineer for Bolton & Menk, Jim has been with the firm since 1995, overseeing municipal and environmental projects in Central Iowa. A jack-of-all-trades in municipal design and construction, his responsibilities include maintaining client contacts, direction of staff, and providing oversight for the design and construction phases of a project. Jim always goes the extra mile to ensure that his clients are completely satisfied with all services provided while striving to keep businesses open, operating, and happy with the construction process.

### Interim Operator

**Delbert “Butch” Niebuhr**, is a Grade III Water Treatment Plant Operator and a Grade VI Water Distribution System Operator, certified by the Iowa Department of Natural Resources (Operator ID 4267). Butch is the main operator Bolton & Menk would utilize in the day-to-day operations, advise and site visits. He will have full access to other Bolton& Menk staff to assist in optimizing water treatment plant systems.

With more than 40 years of experience as a city administrator and utility director with Iowa communities, Butch has intimate knowledge of municipal governments, as well as experience maintaining and directing water treatment plant operations. Butch also assists Bolton & Menk project managers with evaluating city projects and securing funding to bring projects to fruition. Some successful programs Butch has helped secure funding from include Community Development Block Grant, United States Department of Agriculture, Rural Development, State Revolving Loan Fund, Environmental Protection Agency, Iowa Department of Natural Resources, Resource Enhancement and Protection, Iowa Department of Cultural Affairs, Iowa Department of Energy, National Parks Service, and local, regional, and national foundation grants.

#### Environmental Project Engineer

**Kathryn Sterk, P.E.**, is an environmental engineer and she will provide advice and direction to any issues that may arise during the time that Bolton & Menk is providing the interim operator services.

Katie is an environmental project engineer who joined Bolton & Menk in 2007. She works with clients to resolve their water and wastewater issues. She likes the variety in the types of projects she works on, including both municipal and industrial projects. Her experience includes project design, preparation of plans and specifications, calculations of cost and quantity take-off estimates, writing technical reports, cost of service rate studies, construction engineering services, and project documentation. Katie is also an expert in water distribution modeling and has completed models for small and large communities to assist with planning and growth.

#### Technical Advisor/Senior Principal Environmental Engineer

**Gregory Sindt, P.E.**, is a Senior Principal Environmental Engineer and will act as a technical advisor to provide special technical oversight for any process or chemical issues that may arise at the water treatment plant.

Greg's work to satisfy clients' environmental engineering issues has developed long-term friendships along the way. Greg is a Principal Environmental Engineer and Secretary on the Board of Directors. He has designed water and wastewater treatment processes and coordinated mechanical, structural, and control design activities since 1980. He has been involved in the planning and design of over 100 municipal and industrial water and wastewater treatment facilities. Greg has been a member of several value engineering teams on water and wastewater treatment facilities throughout the United States. As a value engineering team member he evaluates options for upgrading existing treatment facilities and alternative facility and process designs using life cycle cost analysis. Greg also works on negotiations with regulatory agency staff in the application of environmental regulations to develop reasonable wastewater discharge permits. Greg is active in professional and trade organizations including Iowa Water Environment Association Government Affairs and North American Meat Institute Environmental Committee.

#### Principal In Charge

**Matthew Ferrier, P.E.**, is a Principal Engineer with Bolton & Menk and will serve as Principal-In-Charge. He will monitor the overall performance of the Bolton & Menk team.

Matt is driven by the opportunity to both educate the community of their options and make something better, safer, more enjoyable, and usable. He began his profession in 1999 and oversees the Central Iowa locations. He has gained experience in the consulting civil engineering field with a variety of infrastructure and public works projects, including design and construction management for numerous municipal improvement projects. Matt feels the key to gaining and maintaining relationships with his clients is public involvement and interaction before, during, and after his projects.

Our goal is to provide exceptional quality operational guidance and engineering services during this transition period and will continue to be available to the City of Jefferson after the transition and for a long time to come.

## Task 5 – Hours and Fees

The estimated and associated fees for the licensed operations are provided below. Compliance and operational testing as well as unscheduled maintenance costs and other items in a typical contract operations proposal are not included. Please see the attached schedule of fees for hourly rates beyond the proposal below.

### Staff Transitions

- o Pre-Hire – 4-6 hours per day, 2 days per week, 4 weeks = \$4,000
- o Post-Hire - 4-6 hours per day, 2 days per week, 4 weeks = \$4,000

### Weekly Operation

- o 6 hours per day, 2 days per week, travel time = \$1,500

### Monthly Reporting/Management

- o 12 - 20 hours each month = \$2,300

There will be other tasks and responsibilities that are difficult to quantify and may be intermittent. This may include afterhours emergency situations, additional time for process/chemical adjustments, any time for involvement of other staff members to address issues and project management tasks. These tasks will be billed on hourly basis as they occur.

Bolton & Menk proposes to complete all the listed tasks and unknown tasks in the following manner:

- Tasks and hours will be billed each month:
  - Interim Operator
    - o first 60 hours of each month will be at a reduced rate of \$100 per hour
    - o Hours over 60 each month will be billed at their regular hourly rate
  - Technical/Expert or Other Staff
    - o Hours posted will be billed at the regular hourly rate for staff involved
- Only time posted for work directly related to the Water Treatment Plant operations will be billed to the City of Jefferson for this project, there is no minimum due each month.

### ADDITIONAL SERVICES NOT INCLUDED

Consultant services performed other than those authorized above shall be considered Additional Services. Additional Services not included in this proposal but may be applicable to this project include:

- Utilization of technical or expert staff in addressing plant issues/concerns

### REQUESTED SERVICES AND FEES

Work Task Description	Total Anticipated Fee
1.0 Pre-hire staff transition	\$4,000
2.0 Post-hire staff transition	\$4,000
3.0 Weekly Operations	\$1,500/week
4.0 Monthly Reporting/Management	\$2,300/month
<b>Total, Estimated (6-month interim services)</b>	<b>\$57,800</b>

**Bolton & Menk does not have any hidden costs for services. You will not be charged separately for indirect costs including mileage, survey supplies, computer time, copies, etc.**

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: City of Jefferson  
 220 N. Chestnut St.  
 Jefferson, IA 50129

AIA DOCUMENT G702

PAGE ONE OF 6 PAGES

PROJECT: 100 E. State St.

APPLICATION NO: 6

Distribution to:

<input type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

## FROM CONTRACTOR:

Westbrooke Construction Company  
 7207 Douglas Ave.  
 Urbandale, IA 50322

VIA ARCHITECT:  
 Franks Design Group  
 410 First St.  
 Glenwood, IA 51534

PERIOD TO: Completion

CONTRACT NO:  
 PROJECT NOS:

## CONTRACT FOR:

CONTRACT DATE: 4/28/2020

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 217,370.00  
 2. Net change by Change Orders \$ 14,445.00  
 3. CONTRACT SUM TO DATE: (Line 1 + 2) \$ 231,815.00  
 4. TOTAL COMPLETED & STORED TO DATE: (Column G on G703) \$ 231,815.00

5. RETAINAGE:  
 a. 5 % of Completed Work \$ 12,019.25  
 (Column D + E on G703)  
 b. 5 % of Stored Material \$ 0.00  
 (Column F on G703)  
 Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE: \$ 219,795.75  
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 213,131.50

8. CURRENT PAYMENT DUE: \$ 6,664.25  
 BALANCE TO FINISH, INCLUDING RETAINAGE: \$ 12,019.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$16,000.00	\$8,570.00
Total approved this Month	\$7,015.00	
TOTALS		
NET CHANGES by Change Order	\$14,445.00	

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION AIA ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.  
 \* \$ 6664.25 IS THE AMOUNT OF APPROVED CHANGE ORDER #2 AFTER 5% RETAINAGE -  
 \$ 12,019.25 IS THE ACCRUED RETAINAGE FOR THE FULL PROJECT WHICH IS APPROVED TO BE RELEASED WITH THIS CERTIFICATION.

CONTRACTOR: Westbrooke Construction Company

By: Toni Conway Date: 11-5-20  
 State of: IOWA  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
 Notary Public: IAN THOMAS CONWAY  
 My Commission Expires August 8, 2023

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 18,683.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Payment Sheet that are changed to conform with the amount certified.)

By: [Signature] Date: 12/2/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5202