

# AGENDA

**COUNCIL MEETING**  
**Tuesday, November 10, 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. 10/27/20 regular Council meeting minutes.
- B. Pay Request #2 of \$10,756.85 for the Runway 14/32 Extension.
- C. Payment of monthly bills

**IV. NEW BUSINESS:**

- A. GCDC Quarterly update.
- B. Consider approval of Phase II façade grant of \$8,667.28 for Companion Veterinary Clinic.
- C. Consider approval to hire Jamie Brenner as Police Patrol Officer.
- D. Consider first reading of ordinance providing for commercial cardboard collection fees.
- E. Consideration of approval of a resolution amending request for reimbursement of eligible costs related to the COVID-19 Public Health Emergency from the Iowa Covid-19 Government Relief Fund
- F. Consider approval of resolution of Contract with Region XII for administrative services for CDBG upper story grant.
- G. Change Order #1. Reconciliation of contract quantities and amounts to final as constructed levels for Arch Alley Improvements.
- H. Pay Request #2 of \$24,884.24 for Arch Alley Improvements.
- I. Certificate of substantial completion for Arch Alley improvements.
- J. Change Order #1 for Shared Use Project of \$1,350.24
- K. Pay Request #4 of \$86,759.64 for Shared Use Project.
- L. Change Order #1 of \$13,420.02 for reconciliation of contract quantities and amounts to final as constructed levels for Chestnut watermain project.
- M. Pay Request #4 of \$7,600 for Chestnut watermain project.
- N. Certificate of substantial completion for Chestnut watermain project.
- O. Consider resolution approving not to exceed \$27,000 annual appropriation for rebate payments under Lincoln Ridge Estates Development Agreements.
- P. Consider resolution approving not to exceed \$3,000 annual appropriation for rebate payments under Briarwood Development Agreement.
- Q. Consider resolution approving not to exceed \$101,200 annual appropriation for rebate payments under Jefferson Hotel Group Development Agreement.
- R. Consider resolution approving annual appropriation not to exceed \$19,000 for rebate payments under Michael and Miranda Wahl Development Agreement.
- S. Consider resolution approving not to exceed \$14,600 annual appropriation for rebate payments under Jefferson Veterinary Clinic Development Agreement.

**V. REPORTS:**

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

**VI. ADJOURN.**

# AGENDA SUMMARY

DATE 11/10/20

## NEW BUSINESS

### NEW BUSINESS:

- A. **GCDC Quarterly update.**
- B. **Consider approval of Phase II façade grant of \$8,667.28 for Companion Veterinary Clinic.**  
Attached is the application.
- C. **Consider approval to hire Jamie Brenner as Police Patrol Officer.**
- D. **Consider first reading of ordinance providing for commercial cardboard collection fees. Attached**  
is a copy of the proposed ordinance along with a letter that is being sent out to commercial businesses.
- E. **Consideration of approval of a resolution amending request for reimbursement of eligible costs related to the COVID-19 Public Health Emergency from the Iowa Covid-19 Government Relief Fund.** Resolution attached.
- F. **Consider approval of resolution of Contract with Region XII for administrative services for CDBG upper story grant.**
- G. **Change Order #1 in the amount of \$-3,265.20 for reconciliation of contract quantities and amounts to final as constructed levels for Arch Alley Improvements.** Attached
- H. **Pay Request #2 of \$24,884.24 for Arch Alley Improvements.** Attached.
- I. **Certificate of substantial completion for Arch Alley improvements.** Attached.
- J. **Change Order #1 for Shared Use Project of \$1,350.24.** Attached.
- K. **Pay Request #4 of \$86,759.64 for Shared Use Project.** Attached
- L. **Change Order #1 of \$13,420.02 for reconciliation of contract quantities and amounts to final as constructed levels for Chestnut watermain project.** Attached.
- M. **Pay Request #4 of \$7,600 for Chestnut watermain project.** Attached
- N. **Certificate of substantial completion for Chestnut watermain project.** Attached
- O. **Consider resolution approving not to exceed \$27,000 annual appropriation for rebate payments under Lincoln Ridge Estates Development Agreements.** Attached
- P. **Consider resolution approving not to exceed \$3,000 annual appropriation for rebate payments under Briarwood Development Agreement.** Attached
- Q. **Consider resolution approving not to exceed \$101,200 annual appropriation for rebate payments under Jefferson Hotel Group Development Agreement.** Attached
- R. **Consider resolution approving annual appropriation not to exceed \$19,000 for rebate payments under Michael and Miranda Wahl Development Agreement.** Attached
- S. **Consider resolution approving not to exceed \$14,600 annual appropriation for rebate payments under Jefferson Veterinary Clinic Development Agreement.** Attached

COUNCIL MEETING

October 27, 2020

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek  
ABSENT: None

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Ahrenholtz, second by Jackson, the Council approved the following consent agenda: October 13, 2020 Council Minutes, approval of sewer adjustments at 402 N Cedar for \$905.12 and 504 E Adams for \$647.92.

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

Police Chief, Mark Clouse recognized Police Officer, Mark Wolterman on graduating from the academy on October 23, 2020.

On motion by Sloan, and second by Wetrich, the Council approved of hiring Bohden Bigler for Patrol Officer at a salary of \$44,821/yr effective October 28, 2020.

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

City Administrator, Mike Palmer recognized Attorney Robert A. Schwarzkopf for announcing last meeting that he would be retiring after 29 years as the City Attorney for the City of Jefferson December 31, 2020. Recommendation for City Attorney was Attorney David F. Morain. On motion by Jackson, second by Zmolek, the Council approved appointment of David F. Morain as City Attorney starting January 1, 2021.

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

On motion by Ahrenholtz, second by Sloan, the Council approved professional services agreement with Bolton and Menk for 2020 Alley Reconstruction Project. Survey, Design and Bidding Phase Services: Hourly, Not to Exceed: \$16,500.00

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

On motion by Sloan, second by Ahrenholtz, the Council approved professional services agreement with Bolton and Menk for scope of services (Exhibit1) for the West Lincoln Way Corridor Study. Survey, Public Engagement and Preliminary Design Services: Hourly, Not to Exceed: \$31,500.00.

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

**RESOLUTION 56-20**

On motion by Sloan, second by Wetrich, the Council approved Resolution No. 56-20, a resolution setting date for public hearing on Detailed Plans and Specification, Form of Contract, and Estimate of Cost for the Greene County Animal Shelter Project and setting date for Receiving Bids. A public hearing has been set for November 24, 2020 at 5:30 p.m.

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

On motion by Wetrich, second Zmolek, the Council approved of disbursement of Neighborhood Stabilization Program (NSP) funds to Region XII Council of Governments for housing development at 606 N Cedar St, 404 E Clark St, 507 N Cedar St, and 506 E Clark St.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

**RESOLUTION NO. 57-20**

On motion by Sloan, second by Zmolek, the Council approved Resolution No. 57-20, a resolution approving Professional Services Agreement with Architect for 206 North Wilson Avenue.

AYE: Jackson, Wetrich, Sloan, Zmolek, Ahrenholtz

NAY: None

**RESOLUTION NO. 58-20**

On motion by Zmolek, second by Jackson, the Council approved Resolution No. 58-20, a resolution approving Professional Services Agreement with Architect for 107 North Chestnut Street.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

Fire Chief Jack Williams reported to the Council that the Jefferson Fire Department ISO rating improved and received the best rating for what a volunteer fire department can receive.

City Administrator, Mike Palmer congratulated City Clerk, Roxanne Gorsuch for receiving her certification as Iowa Certified Municipal Clerk at the IMFOA conference.

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**

City of Jefferson  
Runway 14/32 Extension  
Jefferson, IA  
BMI PROJECT NO.T51.1190247

**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	\$182,356.40
RETAINED PERCENTAGE ( 5% )	\$9,117.82
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$173,238.58
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$162,481.73
PAY CONTRACTOR AS ESTIMATE NO. 2 (TWO)	\$10,756.85

**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 \_\_\_\_\_  
Name Title

Date \_\_\_\_\_

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

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

By \_\_\_\_\_, PROJECT ENGINEER

Date \_\_\_\_\_

**APPROVED FOR PAYMENT:**

OWNER:

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

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

# 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: Companion Vet Clinic Project Name: Net Clinic  
Contact Person: Christy Fields Mailing Address: 210 S. Wilson Ave  
City, State, Zip: Jefferson IA 50129 Daytime Phone Number: 515 386 2888  
Fax: \_\_\_\_\_ E-mail: info@petvetia.com  
Total Project Cost: \$ 17334.55 Amount requesting from this grant program: \$ 8667.28  
Project Address: same as mailing  
Project Description: Facade improvements on Veterinary Clinic

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.

3. Commercial Cardboard Collection. The fees for collection of cardboard from commercial premises shall be:

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

Size	Amount
1 yard .....	\$ 4.80
1½ yards.....	\$ 5.60
2 yards.....	\$ 6.40
2½ yards.....	\$ 7.20
3 yards.....	\$ 7.95

B. A monthly charge shall be made for the collection of cardboard from commercial premises where dumpsters are not used which charge shall be calculated in the same manner as for customers where dumpsters are used based on the estimated size dumpster made by City staff that would be needed for the cardboard picked up.

C. Commercial customers who do not require weekly or more frequent collection of cardboard may request the City to collect their cardboard on an as needed basis in which case they will be charged a minimum fee of \$20.00 per collection for up to 2 cubic yards.



# City of Jefferson

220 N Chestnut St., Jefferson, IA 50129-1900 515-386-3111

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11/2/20

Re: Cardboard collection fees

When the City of Jefferson began the recycling program In the 1990's, the City was able to provide dumpsters and collect cardboard from commercial businesses without charging any fees. At the time, the City could sell the cardboard for a small profit which was enough to cover the costs to collect it. In the last 5 years the market for cardboard has completely disappeared where It now costs the City \$65.00 a ton for a recycling center to take the cardboard. The City utilized reserves to pay for the shortfall in the hopes the cardboard market may improve. However, the recycling market shows no signs of improvement.

As a means of covering costs, it is necessary for the City of Jefferson to begin charging for the collection of cardboard at commercial businesses. The charges will be determined by the size of the dumpster and how many times it is emptied each month. Commercial businesses that do not have a dumpster will be charged on the estimated size of a dumpster that would be needed. Finally, commercial businesses that do not require frequent collection may request the City to collect the cardboard on an as needed basis of \$20 per collection for up to 2 cubic yards. The proposed ordinance language addressing commercial cardboard collection has been placed on the back of this letter

Separating the cardboard will be about 30% cheaper than having it removed as solid waste.

The City Council will be voting on an ordinance in November and December of 2020 with any fee increases scheduled to go into effect on in the February 2021 bills. Please feel free to contact City Hall at 386-3111 with any questions and comments.



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

A Resolution Amending Request for Reimbursement of Eligible Costs related to the COVID-19 Public Health Emergency from the Iowa Covid-19 Government Relief Fund

WHEREAS, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic; and

WHEREAS, Governor Kim Reynolds allocated \$125 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency; and

WHEREAS, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year city budget, were incurred during the time period of March 1, 2020, through December 30, 2020, and have not been reimbursed from other sources; and

WHEREAS, the City Council adopted Resolution No. 47-20 on August 25, 2020, by which it requested reimbursement from the COVID-19 relief fund, and the City has been advised that it is necessary that its earlier resolution be restated and amended.

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

Section 1. The City of Jefferson requests reimbursement of \$97,490.45 in eligible expenditures in response to the COVID-19 public health emergency.

Section 2. The City of Jefferson affirms that the above request for reimbursement follows all formal published Federal and State of Iowa guidance on how the funds should be spent, and understands if the reimbursements are misrepresented, the local government will be liable for any applicable penalty and interest.

Section 3. 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 4. 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 \_\_\_\_\_.

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

Attest:

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

Contract Number: **BG2113**

LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT

**CITY OF JEFFERSON**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
IEDA CONTRACT #20-XHSGU-001**

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- Article 1.0 IDENTIFICATION OF PARTIES.** This contract is entered into by and between the Region XII Council of Governments Inc., hereinafter referred to as COG, and the City of Jefferson, hereinafter referred to as the City.
- Article 2.0 STATEMENT OF PURPOSE.** The City wishes engage the COG to provide certain technical and professional services which the COG has the authority and necessary ability to perform.
- Article 3.0 AREA COVERED.** The COG shall perform all the work and services required under this contract in connection with and respecting the CDBG Grant awarded the City by the Iowa Economic Development Authority (IEDA) for second story apartment renovations at 200 E State Street in Jefferson.
- Article 4.0 STATEMENT OF WORK AND SERVICES.** COG shall perform in a satisfactory and proper manner as determined by the City, the following work and services:

FILES. COG shall assist the City in establishing and maintaining the following files as required by the Iowa Economic Development Authority (IEDA):

- Citizen Participation
- Environmental Review
- Federal Labor Standards
- Equal Opportunity/Affirmative Action
- Procurement Standards and Invitation for Bids
- Rehabilitation
- Financial Management
- Performance

All material used in establishing and maintaining the files shall be furnished by the City. COG shall review each file at least monthly and COG shall assist the City staff in insuring appropriate information is contained in the offices of each. The files shall be located in the City of Perry City Hall, and will remain the property of the City.

PROGRAM OPERATION. The COG will assist the City with rehabilitation of a minimum of three (3) units, all within one building in accordance with the City's contract with IEDA. The COG will also provide income verification for initial lease up of tenants.

- Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The COG will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  5. The COG will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of the COG's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the COG may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  7. The COG will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The COG will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the COG becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the COG may request the United States to enter into such litigation to protect the interests of the United States.

OTHER FEDERAL LAWS. By virtue of the Federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable Federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

1. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063, as amended by Presidential Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1), and the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213) and related Civil Rights and Equal Opportunity statutes of 1965; Section 109, Title I of the Housing and Community Development Act of 1974, as amended; and, regulations which supplement these laws and orders.
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794).
3. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
  - a. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
  - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
4. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.



5. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract/subagreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract/subagreement as specified in 261- -Chapter 23, Iowa Administrative Code and OMB Circular A-102, so that all reporting requirements for the City's CDBG may be fulfilled.
6. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract/subagreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract/subagreement.
7. Lead-safe housing regulations, as applicable, in 24 CFR Part 35 et. al.
8. Others as applicable.

STATE LAWS. By virtue of the funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable State of Iowa laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

1. The requirements of Iowa Code Chapter 8A 315-317 and Iowa Administrative Code Chapter 11-117.6 (5) – Recycled Product and Content.
2. Iowa Civil Rights Act of 1965.

**Article 5.0** **TIME PERFORMANCE.** The services of the COG are to commence as of the 16th day of September, 2020 and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before September 15, 2023.

**Article 6.0** **CONDITION OF PAYMENTS.** The City will reimburse COG for services performed following the submission of invoices that are sufficient to support payment under the City's established accounting procedures. In no event will the COG receive payment for costs exceeding \$25,000 within the contract period.

**Article 7.0** **ACCOUNTABILITY.** The COG shall document the expenditure of such funds in accordance with the purposes and conditions of this Contract.

**Article 8.0** **AMENDMENTS.** The COG or the City, may, during the duration of this Contract, deem it necessary to make alterations to the provisions of this contract. Any changes to the Contract which are mutually agreed upon by both the COG and the City shall be incorporated into this Contract through written amendment signed by both parties. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

**Article 9.0** **RELEASE OF DATA AND FINDINGS.** Any and all reports, information, data, findings, etc., given to, prepared, or assembled by the COG under this Contract shall not be made available to any individual or organization by the COG prior to the completion of this contract in its entirety or without advance written approval of such prior release by the City. Unless

otherwise stated in Contract, the COG may release reports, information, etc., upon completion of the Contract without written approval by the City. The COG will provide information as necessary and as requested by the IEDA for the purpose of fulfilling all reporting requirements related to the CDBG program.

**Article 10.0 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 proportionately for the work completed. In addition to mutual termination, the following shall constitute events of default under this agreement:

1. *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the City by, or on behalf of the COG in connection with this agreement or to induce the City to make a grant to the COG shall be determined by the City to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the City's satisfaction within thirty (30) days after written notice by the City is given to the COG.
2. *Noncompliance.* If there is a failure by the COG to comply with any of the covenants, terms or conditions contained in this agreement.
3. *Misspending.* If the COG expends grant proceeds for purposes not described in the CDBG application, this agreement, or as authorized by the City.

**Article 11.0 CUSTODY AND RETENTION OF RECORDS.** The depository for all records pertinent to the CDBG Grant will be the Clerk's Office in the Jefferson City Hall in Jefferson, Iowa. The COG may retain a copy of any of the CDBG records to facilitate administration of the program. Financial records, supporting documents, statistical records, and all other records pertinent to the grant shall be retained for a period of five years. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

The head of the Department of Housing and Urban Development and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the COG to make audits, examinations, excerpts, and transcripts.

The COG will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the City, Department of Housing and Urban Development, the Secretary of Labor, the IEDA or their authorized representatives for purposes of investigation to ascertain compliance.

**ARTICLE 12.0 LOBBYING.** The COG certifies, to the best of our knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the COG, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the COG shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
3. The COG shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ARTICLE 13.0 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.

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

**REGION XII COG**

**CITY OF JEFFERSON**



BY: \_\_\_\_\_  
 Richard T. Hunsaker  
 Executive Director

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# CHANGE ORDER

No. 1

PROJECT: ARCH ALLEY IMPROVEMENTS

DATE OF ISSUANCE: NOVEMBER 2, 2020

EFFECTIVE DATE: NOVEMBER 10, 2020

OWNER: CITY OF JEFFERSON, IOWA

ENGINEER'S Project No.: A14.120853

CONTRACTOR: CALIBER CONCRETE, LLC

ENGINEER: BOLTON & MENK, INC.

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

**Description:**

Final Change Order

**Reason for Change Order:**

Reconciliation of Contract Quantities

**Attachments (List documents supporting change):**

Exhibit A – Changed Items

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price  <u>\$37,382.04</u>	Original Contract Times Substantial Completion : ___ days or dates Ready for final payment : ___ days or dates
Net changes from previous Change Orders No. 0 to No. 0  <u>\$0</u>	Net changes from previous Change Orders No. ___ to No. ___  <u>0</u> days
Contract Price Prior to this Change Order  <u>\$37,382.04</u>	Contract Times prior to this Change Order Substantial Completion : ___ days or dates Ready for final payment : ___ days or dates
Net <u>Increase / Decrease</u> of this Change Order  <u>-\$3,265.20</u>	Net <u>Increase</u> (Increase/Decrease/ <u>No Change</u> ) of this Change Order  <u>0</u> days
Contract Price with all approved Change Orders  <u>\$34,116.84</u>	Contract Times with all approved Change Orders Substantial Completion: ___ days or dates Ready for final payment : ___ days or dates

RECOMMENDED:

By: James D. Leiding  
Engineer (Authorized Signature)

Date: November 2, 2020

APPROVED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

**CONTRACTOR'S PAY REQUEST**

ARCH ALLEY IMPROVEMENTS

**BOLTON & MENK**

Real People. Real Solutions.

CITY OF JEFFERSON, IOWA

BMI PROJECT NO. A14.120853

**DISTRIBUTION:**

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$34,116.84
TOTAL, COMPLETED WORK TO DATE	\$34,116.84
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$34,116.84
RETAINED PERCENTAGE ( 5.0% )	\$1,705.84
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$32,411.00
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$7,526.76
PAY CONTRACTOR AS ESTIMATE NO. <b>2</b>	<b>11/2/2020</b>
	\$24,884.24

**CERTIFICATE FOR FINAL 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 amount for the Final Estimate, that applicable provisions of the Iowa Code have been complied with and that all claims against

**Contractor:** Caliber Concrete, LLC  
 PO Box 248  
 309 Audubon St.  
 Adair, Iowa 50002

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

Date \_\_\_\_\_

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

ENGINEER: BOLTON &amp; MENK, INC., 300 W MCKINLEY ST, JEFFERSON, IA 50129

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

Date \_\_\_\_\_

**APPROVED FOR PAYMENT:**

OWNER:

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

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



# CHANGE ORDER NO.1 & FINAL

ARCH ALLEY IMPROVEMENTS

CITY OF JEFFERSON, IOWA  
 BMI PROJECT NO. A14.120853

Exhibit A - Changed Items



ITEM NO.	ITEM	UNIT PRICE		AS BID		FINAL		DIFFERENCE			
		ESTIMATED QUANTITY	ESTIMATED AMOUNT	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED AMOUNT	UNIT PRICE	QUANTITY	AMOUNT		
1	EXCAVATION, CLASS 13	30.00	CY	\$43.22	\$1,296.60	30.00	CY	\$1,296.60	0.00	CY	\$0.00
2	SUBGRADE PREPARATION, 6"	258.00	SY	\$4.00	\$1,032.00	258.00	SY	\$1,032.00	0.00	SY	\$0.00
3	SUBBASE, 3" MODIFIED	258.00	SY	\$6.68	\$2,458.24	388.00	SY	\$2,458.24	110.00	SY	\$734.80
4	PAVEMENT, PCC, 6"	252.00	SY	\$63.00	\$15,876.00	252.00	SY	\$15,876.00	0.00	SY	\$0.00
5	PAVEMENT REMOVAL	255.00	SY	\$14.00	\$3,570.00	255.00	SY	\$3,570.00	0.00	SY	\$0.00
6	ELECTRICAL CONDUIT, 2"	214.00	LF	\$6.00	\$1,284.00	214.00	LF	\$1,284.00	0.00	LF	\$0.00
7	SCULPTURE FOUNDATION	6.00	EA	\$600.00	\$3,600.00	6.00	EA	\$3,600.00	0.00	EA	\$0.00
8	REMOVE SALVAGE, REINSTALL FENCE	2.00	EA	\$2,000.00	\$0.00	0.00	EA	\$0.00	-2.00	EA	-\$4,000.00
9	MOBILIZATION	1.00	LS	\$5,000.00	\$5,000.00	1.00	LS	\$5,000.00	0.00	LS	\$0.00
<b>TOTAL AMOUNT:</b>					<b>\$34,116.84</b>			<b>\$34,116.84</b>			<b>-\$3,265.20</b>

# CHANGE ORDER

No. 1

PROJECT: JEFFERSON SHARED USE PATH IMPROVEMENTS

DATE OF ISSUANCE: NOVEMBER 3, 2020

EFFECTIVE DATE: NOVEMBER 10, 2020

OWNER: CITY OF JEFFERSON, IOWA

ENGINEER'S Project No.: A14.119874

CONTRACTOR: CALIBER CONCRETE, LLC

ENGINEER: BOLTON & MENK, INC.

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

**Description:**

Addition of item for Driveway, PCC, 8", M Mix at the price of \$52.29 per square yard and estimated at 158 SY.

**Reason for Change Order:**

Revision to driveway in Midland Coop buildings due to the potential heavy loads they receive

**Attachments (List documents supporting change):**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price <u>\$946,493.97</u>	Original Contract Times Substantial Completion : ___ days or dates Ready for final payment : ___ days or dates
Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u> <u>\$0</u>	Net changes from previous Change Orders No. ___ to No. ___ <u>0</u> days
Contract Price Prior to this Change Order <u>\$946,493.97</u>	Contract Times prior to this Change Order Substantial Completion : ___ days or dates Ready for final payment : ___ days or dates
Net <u>Increase</u> / Decrease of this Change Order <u>\$1,350.90</u>	Net <u>Increase</u> (Increase/Decrease/ <u>No Change</u> ) of this Change Order <u>0</u> days
Contract Price with all approved Change Orders <u>\$947,844.87</u>	Contract Times with all approved Change Orders Substantial Completion: ___ days or dates Ready for final payment : ___ days or dates

RECOMMENDED:

By: James D. Leiding  
Engineer (Authorized Signature)

Date: November 2, 2020

APPROVED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

**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	\$946,493.97
TOTAL, COMPLETED WORK TO DATE	\$417,261.57
RETAINED PERCENTAGE ( 5% )	\$20,863.08
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$396,398.49
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$309,638.85
PAY CONTRACTOR AS ESTIMATE NO. <span style="margin-left: 100px;">4</span> <span style="margin-left: 50px;">11/2/2020</span>	\$86,759.64

**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 \_\_\_\_\_

**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 \_\_\_\_\_

**APPROVED FOR PAYMENT:**

**OWNER:**

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

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



# CHANGE ORDER

No. 1

PROJECT: CHESTNUT & ADAMS ST WATERMAIN IMPROVEMENTS

DATE OF ISSUANCE: NOVEMBER 2, 2020

EFFECTIVE DATE: NOVEMBER 10, 2020

OWNER: CITY OF JEFFERSON, IOWA

ENGINEER'S Project No.: A14.120017

CONTRACTOR: KELLER EXCAVATING, INC

ENGINEER: BOLTON & MENK, INC.

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

**Description:**

Final Change Order

**Reason for Change Order:**

Reconciliation of Contract Quantities

**Attachments (List documents supporting change):**

Exhibit A – Changed Items

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price  <u>\$216,516.00</u>	<del>Original Contract Times  Substantial Completion : ___ days or dates Ready for final payment : ___ days or dates</del>
Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u>  <u>\$0</u>	<del>Net changes from previous Change Orders No. ___ to No. ___  ___ days</del>
Contract Price Prior to this Change Order  <u>\$216,516.00</u>	<del>Contract Times prior to this Change Order  Substantial Completion : ___ days or dates Ready for final payment : ___ days or dates</del>
Net <span style="background-color: yellow;">Increase</span> / Decrease of this Change Order  <u>\$13,420.02</u>	<del>Net <span style="background-color: yellow;">Increase</span> (Increase/Decrease/<span style="background-color: yellow;">No Change</span>) of this Change Order  ___ days</del>
Contract Price with all approved Change Orders  <u>\$229,936.02</u>	<del>Contract Times with all approved Change Orders  Substantial Completion: ___ days or dates Ready for final payment : ___ days or dates</del>

RECOMMENDED:

By: James D. Leiding  
Engineer (Authorized Signature)

Date: November 2, 2020

APPROVED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

<b>CONTRACTOR'S PAY REQUEST</b> <b>CHESTNUT &amp; ADAMS STREET WATERMAIN IMPROVEMENTS</b> <b>CITY OF JEFFERSON, IOWA</b> <b>BMI PROJECT NO. A14.120017</b> <b>PAY ESTIMATE NO. 4</b>	<b>DISTRIBUTION:</b>
	CONTRACTOR (1)
	OWNER (1)
	ENGINEER (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$229,936.02
TOTAL, COMPLETED WORK TO DATE	\$229,936.02
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$229,936.02
RETAINED PERCENTAGE ( 5% )	\$11,496.80
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$218,439.22
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$210,839.22
PAY CONTRACTOR AS ESTIMATE NO. 4 11/2/2020	\$7,600.00

**Certificate for Final 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 amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: KELLER EXCAVATING, INC.  
1133 155TH STREET  
BOONE, IOWA 50036

By \_\_\_\_\_, PROJECT ENGINEER  
Name Title

Date \_\_\_\_\_

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

ENGINEER: BOLTON & MENK, INC., 300 W. MCKINLEY STREET, JEFFERSON, IOWA 50129

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

Date \_\_\_\_\_

**APPROVED FOR PAYMENT:**

OWNER: CITY OF JEFFERSON, IOWA

By \_\_\_\_\_, Mayor Date  
Matt Gordon

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



**BOLTON  
& MENK**

Real People. Real Solutions.

300 W McKinley Street  
PO Box 68  
Jefferson, IA 50129

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

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

DATE OF ISSUANCE 11/2/2020

OWNER City of Jefferson, IA

CONTRACTOR Keller Excavating, Inc.

Contract: Chestnut & Adams St Watermain Improvements.

Project: This project consists of replacement of watermain along E. Washington Street and through the alley between Washington and Adams Street and extension of new watermain on Adams Street using trenchless construction including 1,400 LF of 6" watermain, 3 hydrants, 7 6" gate valves, 460 LF of trenched and trenchless 1" to 2" services, and including other miscellaneous items to complete the work.

OWNER'S Contract No.

ENGINEER'S Project No. A14.120017

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

All Work under the Contract Documents

To City of Jefferson, Iowa

OWNER

And To Keller Excavating, Inc., Boone, Iowa

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

9/30/2020

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1996 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

Bolton & Menk is an equal opportunity employer.

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

A Resolution obligating funds from the Mark Bauer Subfund of the City of Jefferson Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment obligations scheduled to be paid in the next succeeding fiscal year

WHEREAS, the City of Jefferson, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Jefferson Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, pursuant to the City’s Development Agreement with Mark Bauer Development Company, LLC (the “Developer”), approved by resolution of the City Council on December 13, 2005 (the “2005 Agreement”), the City agreed to make economic development tax increment payments in a total amount not to exceed \$2,500,000.00, subject to annual appropriation by the City Council; and

WHEREAS, pursuant to the City’s Development Agreement with the Developer approved by resolution of the City Council on April 26, 2016 (the “2016 Agreement”), the City agreed to make economic development tax increment payments in a total amount not to exceed \$900,000.00, subject to annual appropriation by the City Council; and

WHEREAS, in the resolutions approving the 2005 Agreement and the 2016 Agreement, the City Council created a subfund of the Urban Renewal Tax Revenue Fund to be used to account for payments to be made under the 2005 Agreement and the 2016 Agreement (the “Mark Bauer Subfund”); and

WHEREAS, the Developer has filed a certification with the City showing that incremental property tax revenues in the estimated amount of \$6,000.00 for Phase II are expected to be received under the 2005 Agreement, and that incremental property tax revenues in the estimated amount of \$21,000.00 are expected to be received under the 2016 Agreement, all in the Mark Bauer Subfund during the fiscal year that will begin July 1, 2021, and should be available to be paid to the Developer (the “Payments”) as provided in the 2005 Agreement and the 2016 Agreement; and

WHEREAS, it is now necessary for the City Council to obligate such funds for appropriation to the Payments;

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

Section 1. The City Council hereby obligates not to exceed \$6,000.00 for appropriation from the Mark Bauer Subfund of the City's Urban Renewal Tax Revenue Fund to the Payments to be made under the 2005 Agreement in the fiscal year that will begin July 1, 2021.

Section 2. The City Council hereby obligates not to exceed \$21,000.00 for appropriation from the Mark Bauer Subfund of the City's Urban Renewal Tax Revenue Fund to the Payments to be made under the 2016 Agreement in the fiscal year that will begin July 1, 2021.

Section 2. The City Clerk is hereby directed to certify to the County Auditor the total amounts obligated for appropriation in Sections 1 and 2 above as part of the City's December 1, 2020, certification of debt payable from the Mark Bauer Subfund of the City's Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the fiscal year that will begin July 1, 2021.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved on \_\_\_\_\_.

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

Attest:

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



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

A Resolution obligating funds from the Tri-County Cash Lumber Mart Subfund of the City of Jefferson Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment obligations scheduled to be paid in the next succeeding fiscal year

WHEREAS, the City of Jefferson, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Jefferson Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, pursuant to the City’s Development Agreement (the “Agreement”) with Tri-County Cash Lumber Mart, Inc. (the “Developer”), approved by resolution of the City Council on April 26, 2016, the City agreed to make economic development tax increment payments in an annual amount not to exceed 100% of the incremental property tax revenues received by the City each year attributable to the Property covered by the Agreement (payable in semi-annual payments) in a total cumulative amount not to exceed \$600,000.00, subject to annual appropriation by the City Council; and

WHEREAS, in the resolution approving the Agreement, the City Council created a subfund of the Urban Renewal Tax Revenue Fund to be used to account for payments to be made under the Agreement (the “Tri-County Cash Lumber Mart Subfund”); and

WHEREAS, the City Administrator has estimated the amount of incremental property tax revenues that could be collected and received in the Tri-County Cash Lumber Mart Subfund during the fiscal year beginning July 1, 2021, will be in the approximate amount of \$3,000.00, which amount should be available to be paid to the Developer (the “Payments”); and

WHEREAS, it is now necessary for the City Council to obligate such funds for appropriation to the Payments;

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

Section 1. The City Council hereby obligates not to exceed \$3,000.00 for appropriation from the Tri-County Cash Lumber Mart Subfund of the City’s Urban Renewal Tax Revenue Fund to the Payments to be made in the fiscal year that will begin July 1, 2021.

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

A Resolution obligating funds from the Jefferson Hotel Group Subfund of the City of Jefferson Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment obligations scheduled to be paid in the next succeeding fiscal year

WHEREAS, the City of Jefferson, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Jefferson Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, pursuant to the City’s Development Agreement (the “Agreement”) with Jefferson Hotel Group, LLC (the “Developer”), approved by resolution of the City Council on February 24, 2015, the City agreed to make economic development tax increment payments in an annual amount not to exceed \$101,200.00 (two semi-annual payments of \$50,600.00 each) and a total cumulative amount not to exceed \$1,015,000.00, subject to annual appropriation by the City Council; and

WHEREAS, in the resolution approving the Agreement, the City Council created a subfund of the Urban Renewal Tax Revenue Fund to be used to account for payments to be made under the Agreement (the “Jefferson Hotel Group Subfund”); and

WHEREAS, the City Administrator has estimated the amount of incremental property tax revenues that could be collected and received in the Jefferson Hotel Group Subfund during the fiscal year beginning July 1, 2021, will exceed the amount of \$101,200.00 and that the amount of \$101,200.00 should be available to be paid to the Developer (the “Payments”); and

WHEREAS, it is now necessary for the City Council to obligate such funds for appropriation to the Payments;

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

Section 1. The City Council hereby obligates not to exceed \$101,200.00 for appropriation from the Jefferson Hotel Group Subfund of the City’s Urban Renewal Tax Revenue Fund to the Payments to be made in the fiscal year that will begin July 1, 2021.

Section 2. The City Clerk is hereby directed to certify to the County Auditor the amount obligated for appropriation in Section 1 above as part of the City's December 1, 2020, certification of debt payable from the Clinic Subfund of the City's Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the fiscal year that will begin July 1, 2021.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved on \_\_\_\_\_.

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

Attest:

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



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

A Resolution obligating funds from the Goodyear Tire Subfund of the City of Jefferson Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment obligations scheduled to be paid in the next succeeding fiscal year

WHEREAS, the City of Jefferson, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Jefferson Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, pursuant to the City’s Development Agreement (the “Agreement”) with Michael J. Wahl and Miranda J. Wahl (the “Developer”), approved by resolution of the City Council on October 10, 2017, the City agreed to make economic development tax increment payments in an annual amount not to exceed 100% of the incremental property tax revenues received by the City each year attributable to the Property covered by the Agreement (payable in semi-annual payments) in a total cumulative amount not to exceed \$130,000.00, subject to annual appropriation by the City Council; and

WHEREAS, in the resolution approving the Agreement, the City Council created a subfund of the Urban Renewal Tax Revenue Fund to be used to account for payments to be made under the Agreement (the “Goodyear Tire Subfund”); and

WHEREAS, the City Administrator has estimated the amount of incremental property tax revenues that could be collected and received in the Goodyear Tire Subfund during the fiscal year beginning July 1, 2021, will be in the approximate amount of \$19,000.00, which amount should be available to be paid to the Developer (the “Payments”); and

WHEREAS, it is now necessary for the City Council to obligate such funds for appropriation to the Payments;

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

Section 1. The City Council hereby obligates not to exceed \$19,000.00 for appropriation from the Goodyear Tire Subfund of the City’s Urban Renewal Tax Revenue Fund to the Payments to be made in the fiscal year that will begin July 1, 2021.

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

A Resolution obligating funds from the Clinic Subfund of the City of Jefferson Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment obligations scheduled to be paid in the next succeeding fiscal year

WHEREAS, the City of Jefferson, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Jefferson Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, pursuant to the City’s Development Agreement (the “Agreement”) with Jefferson Veterinary Clinic, L.C. (the “Developer”), approved by resolution of the City Council on October 23, 2018, the City agreed to make economic development tax increment payments in an annual amount not to exceed 100% of the incremental property tax revenues received by the City each year attributable to the Property covered by the Agreement (payable in semi-annual payments) in a total cumulative amount not to exceed \$100,000.00, subject to annual appropriation by the City Council; and

WHEREAS, in the resolution approving the Agreement, the City Council created a subfund of the Urban Renewal Tax Revenue Fund to be used to account for payments to be made under the Agreement (the “Clinic Subfund”); and

WHEREAS, the City Administrator has estimated the amount of incremental property tax revenues that could be collected and received in the Clinic Subfund during the fiscal year beginning July 1, 2021, will be in the approximate amount of \$14,600.00, which amount should be available to be paid to the Developer (the “Payments”); and

WHEREAS, it is now necessary for the City Council to obligate such funds for appropriation to the Payments;

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

Section 1. The City Council hereby obligates not to exceed \$14,600.00 for appropriation from the Clinic Subfund of the City’s Urban Renewal Tax Revenue Fund to the Payments to be made in the fiscal year that will begin July 1, 2021.

# AGENDA

## **FINANCE COMMITTEE WEDNESDAY, OCTOBER 28, 2020, 10:00 AM JEFFERSON CITY HALL**

### **I. REGULAR BUSINESS:**

- **Present: Harry Ahrenholtz, Pat Zmolek, Bob Schwarzkopf, Mike Palmer.**
- A. Monthly Revenue/Expenses and Treasurers report
  - **Committee looked through the Cash Analysis report, which shows how much of a fund balance is cash, invested in IPAIT or a CD.**
- B. Fund balances
  - **Fund 114-Special Revenue's purpose was researched this past month. It contains the special revenue levy funds (emergency, IPERS, FICA, and other benefits). At the fiscal years end the money is transferred to the general fund.**
  - **Fund 129-Internal Service is used for the departments to transfer fund to, then it is used for capital purchases such as vehicles or equipment.**
  - **Fund 156-Autenreith Comm Center is a new fund to be used for the Community Center only.**
  - **FAA grant funds were deposited into the 391-Airport Improvement fund totaling \$878,278.00.**
- C. Debt capacity and property tax rate
  - **No change from last month.**
- D. Budget Schedule
  - **Melody has revenue projections from most of the departments.**
  - **Budget numbers for non-departments and expense projections are due in November.**
  - **TIF resolutions will be prepared and presented to Council in November.**

### **II. NEW BUSINESS:**

- A. Review of Debt Policy
  - **The Debt Policy will be reviewed further. Bob Schwarzkopf has a few minor wording corrections before sending this to Council for approval.**
- B. Review of revenue projections for 2021-2022 budget.
  - **Most of the revenue projections have been completed. They will be compiled and reviewed.**
- C. Review of TIF items for December 1, 2020 requests to County
  - **Yearly TIF resolutions will be presented to council in November,**
  - **Bob and Melody shared information on the process of passing a resolution for an internal loan. This will allow for TIF money to be certified with County for anticipated downtown building expenses.**