

AGENDA

COUNCIL MEETING
Tuesday, January 11, 2022
5:30 P.M.
CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER:

II. OPEN FORUM: This is a time for any concerned citizen to speak to the Council on an item that is not on the agenda. Limit of 3-5 minutes per speaker.

III. CONSENT ITEMS:

- A. 12/14/21 regular Council minutes.
- B. Casey's #1617, Class E Liquor License
- C. Moes Mart #14, Class E Liquor License
- D. Approval of monthly bills.

IV. NEW BUSINESS:

- A. Public Hearing on the proposed sale of the East 21 feet of 806 W. Lincoln Way.
- B. Consider approval of Resolution for the sale of the East 21 feet of 806 W. Lincoln Way.
- C. Public Hearing on the sale for 808 W Lincoln Way and 806 W Lincoln Way EXCEPT the East 21 feet.
- D. Consider approval of Resolution for the sale for 808 W Lincoln Way and 806 W Lincoln Way EXCEPT the East 21 feet.
- E. Public Hearing on the proposed sale of property located at 407 W. Lincoln Way.
- F. Consider approval of Resolution for the sale of property located at 407 W. Lincoln Way.
- G. Public Hearing on the sale of property located at 105 and 107 South Olive Street.
- H. Consider approval of Resolution for the sale of property located at 105 and 107 South Olive Street.
- I. Consider approval of third reading of ordinance rezoning the property located in Lots 6, 7, 8, 9, and 10, in Block 5; and Lots 6, 7, and 8 in Block 6; and Parcel A of Lot 9, in Block 6; locally known as 808, 806, 804, 802, 800, 708, 706, and 704 W Lincoln Way; from Residential Single-Family – 6 (RS-6) to Residential Multi-Family – 4 (RM-4).
- J. Appointment of Janelle Brophy as Jefferson Police Patrol Officer.
- K. Consider approval of Resolution Proposing the sale of property located at 210 W. Washington and setting hearing.
- L. Consider approval of Resolution Proposing the sale of property located at 107 N. Chestnut St and setting hearing.
- M. Resolution to set public hearing date for maximum property levy.
- N. Consider approval of agreement with OPN Architects for Phase I study of indoor pool.
- O. Consider approval of agreement with Atura Architecture for architectural services for the swimming pool bath house improvements.
- P. Consider approval of Administrative Assistance contract with Region XII for CDBG program for second story apartment renovations at 123 N. Chestnut St.
- Q. Consider approval to sign 7015 for release of funds for CDBG funds at 123 N. Chestnut.
- R. Consider approval of amendment for addition CDBG funds for upper story apartments at 200 E. State St.
- S. Consider approval of pay estimate #1 of \$57,543.87 to Jensen Builders, LTD for Greene County Animal Shelter
- T. Committee appointments.
- U. Consider approval of façade improvement grant application of \$89,635 for property located at 100 E. State St.

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 1/11/22

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- J. **Appointment of Janelle Brophy as Jefferson Police Patrol Officer.**
- K. Consider approval of Resolution Proposing the sale of property located at 210 W. Washington and setting hearing.
- L. Consider approval of Resolution Proposing the sale of property located at 107 N. Chestnut St and setting hearing.
- M. **Resolution to set public hearing date for maximum property levy.** This Annual Maximum Levy puts a “ceiling” limit on proposed property taxes increases for the fiscal year starting July 1. This new legislation created a 2% threshold that applies to the revenue from certain levies. If the city’s revenue growth from those certain levies increases more than 2%, the council must pass a resolution by at least two-thirds of the members. The public hearing date would be 1/25/22.
- N. **Consider approval of agreement with OPN Architects for Phase I study of indoor pool. Recommendation from Park and Recreation Board to proceed with the first of three studies regarding an indoor pool.** The Phase One study of \$13,300 would involve a needs analysis. Upon completion of the analysis, the Park and Rec. Board would determine if they would request approval of Phase II study. Proposal attached
- O. **Consider approval of agreement with Atura Architecture of \$8,700 for architectural services for the swimming pool bath house improvements.** Agreement attached
- P. **Consider approval of Administrative Assistance contract with Region XII for CDBG program for second story apartment renovations at 123 N. Chestnut St.** Agreement attached.
- Q. Consider approval to sign 7015 for release of funds for CDBG funds at 123 N. Chestnut.
- R. **Consider approval of amendment for addition CDBG funds for upper story apartments at 200 E. State St.** See attached letter outlining amendment request.
- S. **Consider approval of pay estimate #1 of \$57,543.87 to Jensen Builders, LTD for Greene County Animal Shelter.** Pay estimate attached
- T. **Committee appointments.** Attached
- U. **Consider approval of façade improvement grant application of \$89,635 for property located at 100 E. State St.** Attached is the application. The applicants will be at the meeting to provide a brief presentation and update the Council on the project.

COUNCIL MEETING

DECEMBER 14, 2021

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Gordon presided..

During open forum Dennis Murphy addressed the Council about his new business of a commercial meat locker that he would like to purchase the City lot and build on Washington Street.

Representative from ACCESS Assault Care Center asked for \$1,000.00 for their organization.

On motion by Wetrich, second by Jackson, the Council approved the following consent agenda: November 23, 2021 Council Minutes, approval to waive the regular Council Meeting on December 21, 2021 and payment of monthly bills from City funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

This was the time and place for the Public Hearing for review of wastewater treatment facility project and State Revolving Loan (SRF) application for improvements. Mayor Gordon called for any oral or written comments and there were none. On motion by Sloan, and second by Ahrenholtz, the Council closed the Public Hearing.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

On motion by Jackson, second by Sloan, the Council approved the second reading of an ordinance on Lots 6, 7, 8, 9, and 10, in Block 5; and Lots 6, 7, and 8 in Block 6; and Parcel A of Lot 9, in Block 6; locally known as 808, 806, 804, 802, 800, 708, 706, and 704 W Lincoln Way; Residential Single-Family – 6 (RS-6) to Residential Multi-Family – 4 (RM-4).

AYE: Jackson, Zmolek, Wetrich, Ahrenholtz, Sloan

NAY: None

ORDINANCE NO. 609

On motion by Wetrich, and second by Zmolek, the Council approved the third reading and final adoption of an ordinance amending The Code of Ordinances of the City of Jefferson, Iowa, 2017, by amending provisions pertaining to Voting Precincts.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Ahrenholtz, second by Wetrich the Council approved of the appointment of Larry Rodgers to the Jefferson Fire Department as recommended by Jefferson Fire Department Captain Jamie Ganoë.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

RESOLUTION NO. 78-21

On motion by Ahrenholtz, and second by Zmolek, the Council approved Resolution No. 78-21, a resolution approving submittal of Five-Year Capital Improvement Program for Jefferson Municipal Airport.

AYE: Jackson, Wetrich, Zmolek, Sloan, Ahrenholtz

NAY: None

On motion by Sloan, and second by Zmolek, the Council approved Wellmark Health Insurance effective January 1, 2022.

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

On motion by Jackson, second by Wetrich, the Council approved Economic Development Forgivable Loan agreement for VFW Post 9599 in the amount of \$42,800.00 regarding 109 N Chestnut Street roof repairs.

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

On motion by Wetrich, second by Sloan, the Council Change Order No. 1 of \$1,681.00 (increase) to TK Concrete, Inc. for 2021 Alley Improvement Project adjustment to final quantities.

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

On motion by Zmolek, second by Jackson, the Council approve Pay Request No. 3 & Final adjustments and release of retainage in the amount of \$8,632.09 to TK Concrete, Inc. for 2021 Alley Improvement Project.

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

RESOLUTION NO. 79-21

On motion by Ahrenholtz, second by Zmolek, the Council approved Resolution No. 79-21, a resolution approving Final Acceptance and Certificate of Completion for the 2021 Alley Improvement Project.

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

RESOLUTION NO. 80-21

On motion by Sloan, second by Wetrich, the Council approved Resolution No. 80-21, a resolution approving Plat of Survey for the East 21 Feet of 806 W Lincoln Way.

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

RESOLUTION NO. 81-21

On motion by Wetrich, second by Jackson, the Council approved Resolution No. 81-21, a resolution proposing sale of property consisting of the East 21 Feet of 806 W Lincoln Way and setting Public Hearing January 11, 2022 at 5:30p.m.

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

RESOLUTION NO. 82-21

On motion by Zmolek, second by Wetrich, the Council approved Resolution No. 82-21, a resolution proposing sale of property consisting of 808 & the West Portion of 806 W Lincoln Way and setting Public Hearing January 11, 2022 at 5:30p.m.

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

RESOLUTION NO. 83-21

On motion by Wetrich, second by Jackson, the Council approved Resolution No. 83-21, a resolution proposing sale of property at 407 W Lincoln Way and setting Public Hearing January 11, 2022 at 5:30p.m.

AYE: Jackson, Zmolek, Sloan, Wetrich, Ahrenholtz

NAY: None

RESOLUTION NO. 84-21

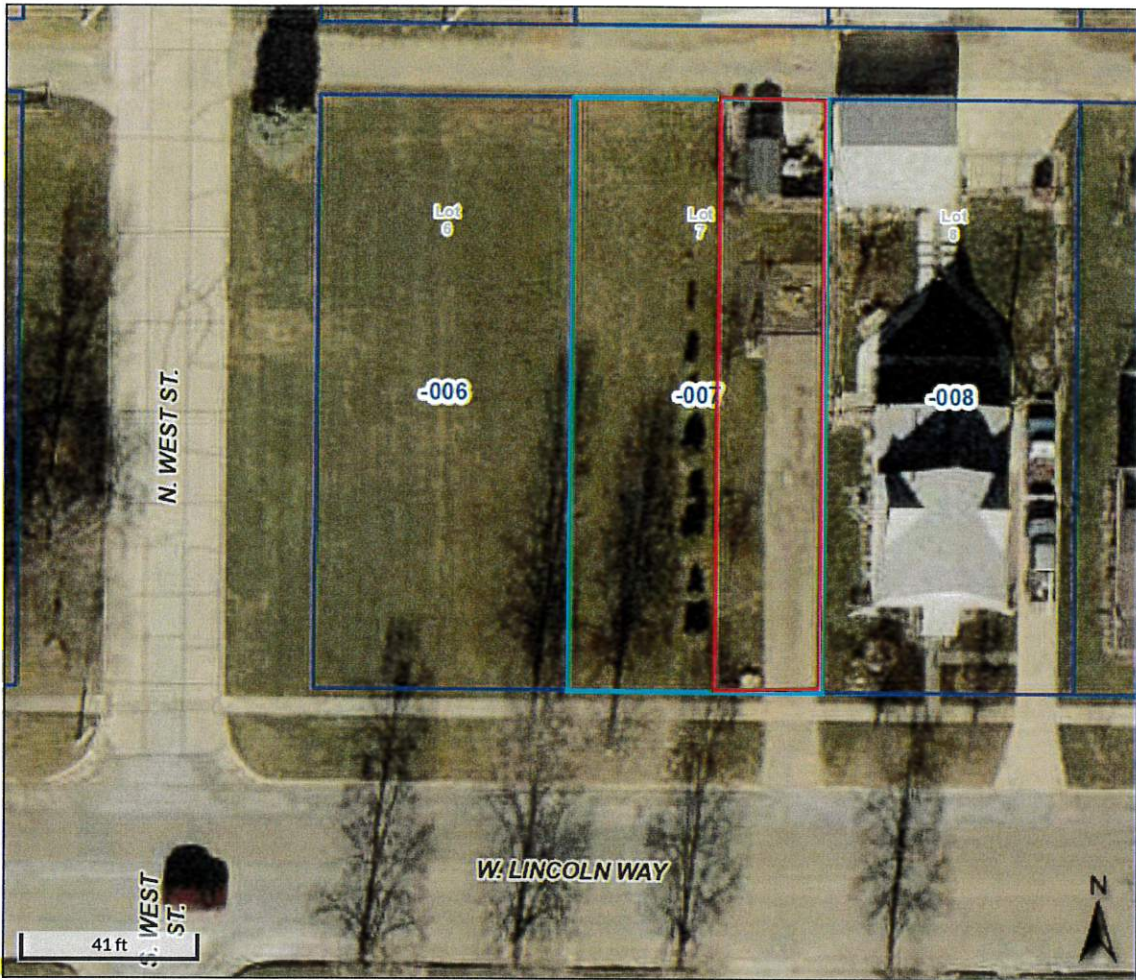
On motion by Sloan, second by Jackson, the Council approved Resolution No. 84-21, a resolution proposing sale of property at 105 and 107 South Olive Street and setting Public Hearing January 11, 2022 at 5:30p.m.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

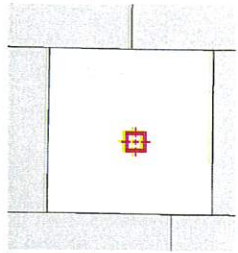
NAY: None

The following bills were approved by payment from City funds:

ABC PEST CONTROL	PEST CONTR	245.00
ACCESS SYSTEMS LEASING	CPIER LSE	1,452.06
ACCO UNLIMITED CORP	WA PARTS	1,886.93
ACUSHNET COMPANY	GCRSE MERCH	299.43
AFLAC	AFLAC INS W/H	118.43
AG SOURCE COOP	SW TSTG	2,231.00
ALLIANT ENERGY	UTILITIES	27,976.01
ANN WENTHOLD	REIMB DOG FOOD	73.82
AXON ENTERPRISE, INC.	PD TASER CERT	2,880.00
BAKER & TAYLOR INC.	LB MOVIES	3,321.70
BOLTON & MENK INC	ENG	46,041.80
BOMGAARS	SUPP	1,131.46
BOOK FARM LLC	LB BOOKS	1,181.93
BROWN SUPPLY COMPANY	SW CIRCUIT BOARD	573.32
CARD SERVICE CENTER	CREDIT CARDS	1,220.53
CARROLL COUNTY SOLID WASTE	RC MRKTG FEES	1,517.10
CHAD STEVENS	REIMB SIGNS	80.44
CHRIS SHOWMAN	REIMB SUPP	197.27
CINTAS CORPORATION	FIRST AID	210.69
CLEANING SOLUTIONS INC.	RN CLEANING	2,160.00
COBRAHELP	PA FEE	20.00
COLLABORATIVE SUMMER LB	LB SRP MANUAL	40.00
COLLECTION SERVICE CENTER	CASE #895827	1,707.27
COMPASS MINERALS AMERICA	WA SALT	7,495.87
CONSTRUCTION MATERIALS TES	ALLEY RECONSTR	3,932.00
COURTNEY MORLAN	WA DEP REF	94.84
CULLIGAN WATER CONDITIONIN	WA TANK RENTAL	56.00
CUNNINGHAM LAWN PATROL LLC	PD LEC MOWING	315.00
DANIELSON AUTO SERVICE	101 E HARRISON SW PRG	1,050.00
DAVE DAVIS	REIMB CAF	222.00
DAVE DESTIVAL	GCRSE GEARBOX	955.44
DENNIS HAMMEN	CAF REIMB	372.09
DES MOINES REGISTER	LB SUBSCRIPT	389.03
DISCOUNT SCHOOL SUPP	LB CRAFT SUPP	136.68
DPC INDUSTRIES, INC.	WA CHEM	472.00
DURLAM ELECTRIC	OVER PASS LIGHTS	3,825.56
ED M. FELD EQUIPMENT CO.	JFD SENSOR	159.5
EFTPS	FEDERAL W/H	58,021.53



Overview



Legend

-  Parcels
-  Road Labels
-  Corporate Limits
-  Lots and Units

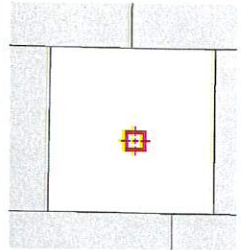
Parcel ID	1107261007	Alternate ID	JL050070	Owner Address	JEFFERSON, CITY OF
Sec/Twp/Rng	n/a	Class	ZZ		220 N CHESTNUT
Property Address	806 W LINCOLN WAY ST	Acreage	n/a		JEFFERSON, IA 50129
	JEFFERSON				
District	IJJF				
Brief Tax Description	JEFF LAND & LOAN CO 2ND - LOT 7 BLK 5				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 1/7/2022
 Last Data Uploaded: 1/6/2022 11:22:24 PM

Developed by  **Schneider**
 GEOSPATIAL



Overview



Legend

-  Parcels
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Parcel ID	1107261006	Alternate ID	JL050060	Owner Address	JEFFERSON, CITY OF
Sec/Twp/Rng	n/a	Class	ZZ		220 N CHESTNUT ST
Property Address	808 W LINCOLN WAY ST	Acreage	n/a		JEFFERSON, IA 50129
	JEFFERSON				

District IJJF
 Brief Tax Description JEFF LAND & LOAN CO 2ND - LOT 6 BLK 5

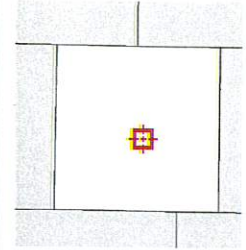
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 GEOSPATIAL



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Legend

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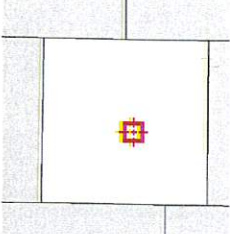
Parcel ID	1107428001	Alternate ID	GA180080	Owner Address	JEFFERSON, CITY OF
Sec/Twp/Rng	n/a	Class	ZZ		220 N CHESTNUT ST
Property Address	407 W LINCOLN WAY ST	Acreage	n/a		JEFFERSON, IA 50129
	JEFFERSON				
District	IJJF				
Brief Tax Description	GALLAHERS ADD- W72' N1/2 LOT 8 & W72' LOTS 9 & 10 BLK 18				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 1/7/2022
 Last Data Uploaded: 1/6/2022 11:22:24 PM

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 GEOSPATIAL



Overview



Legend

-  Parcels
-  Road Labels
-  Corporate Limits
-  Lots and Units

Parcel ID	1108328005	Alternate ID	OT262090	Owner Address	JEFFERSON, CITY OF
Sec/Twp/Rng	n/a	Class	ZZ		220 N CHESTNUT ST
Property Address	105 S OLIVE ST	Acreage	n/a		JEFFERSON, IA 50129
	JEFFERSON				
District	IJJF				
Brief Tax Description	ORIGINAL - N1/2 LOT 209 BLK 26				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 1/7/2022
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Developed by  Schneider
 GEOSPATIAL

ORDINANCE NO. 610
AN ORDINANCE CHANGING ZONING CLASSIFICATION FOR
PROPERTY AT 808, 806, 804, 802, 800, 708, 706, & 704 W LINCOLN WAY

WHEREAS, pursuant to an application for zoning change made by the City of Jefferson for the property described below the Planning and Zoning Commission has recommended to the City Council that the zoning district classification for the property described below be changed from Residential Single-Family – 6 (RS-6) to Residential Multi-Family – 4 (RM-4) District under the Jefferson Zoning Regulations; and

WHEREAS, a public hearing on this proposed zoning amendment was held at the regularly scheduled City Council meeting on November 23, 2021, pursuant to notice given in the manner required by law; and

WHEREAS, the City Council feels that it is in the best interests of the City of Jefferson that this zoning change be made.

NOW, THEREFORE, Be It Ordained by the City Council of the City of Jefferson, Iowa, as follows:

SECTION 1. Amendment. The zoning classification for the following described property:

Lots 6, 7, 8, 9, and 10, in Block 5; and Lots 6, 7, and 8 in Block 6; and Parcel A of Lot 9, in Block 6, all in Jefferson Land and Loan Company's Second Addition to Jefferson, Greene County, Iowa,

locally known as 808, 806, 804, 802, 800, 708, 706, and 704 W Lincoln Way, is changed from Residential Single-Family – 6 (RS-6) to Residential Multi-Family – 4 (RM-4) District.

SECTION 2. Repealer. Any and all resolutions and ordinances, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Finally passed by the Council and approved on January 11, 2022.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk



Cedar Rapids
200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines
100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City
24 ½ S. Clinton Street Ste. 1
Iowa City, Iowa 52240
(319) 363-6018

Madison
301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

Tracy Deal
204 W. Harrison Street
Jefferson, IA 50129

December 13, 2021

Dear Tracy,

OPN Architects is pleased to submit our proposal for professional services for the building and systems assessment and master planning of the Greene County Community Center.

Our team for this work and a brief description of services is as follows:

OPN Architects:

Ken Hagen will be the main point of contact with Rick Seely as the Principal-in-Charge for OPN. Work will include the analysis of an addition to the existing Greene County Community Center. This will include work to determine the Community's input on the new addition and work with Councilman Hunsaker aquatics to provide architectural conceptual planning in alignment with the aquatics analysis.

Modus Engineers:

Chris Deal, PE, Principal in Charge, Alex Tietz, Mechanical Designer, Jordan Vetter, Electrical Designer, Work will include assessment of existing Mechanical, Electrical and Plumbing systems.

Councilman Hunsaker Aquatics Planners:

George Deines, Project Manager – Work will include a needs analysis, conceptual planning, and operational cost analysis

In addition to assessing the condition of building components and systems, we will also consider requirements of building and life safety codes, and handicap accessibility.

Scope of Work:

- Architectural Items:
 - Conceptual Site Plan to show relationship to surrounding community
 - Conceptual Floor Plan to represent how the new aquatic center may connect and work with the existing facility
 - Conceptual Rendering for consensus building in the community
 - Conceptual cost estimate based on square foot cost analysis and historical data of similar facilities. A line-item details cost analysis **will not** be a part of this scope of service. This will incorporate the cost analysis that is prepared by the aquatics consultant (Councilman Hunsaker)



- We will work with Greene County Community Center to prioritize this work in conjunction with funding sources.
- Reference Aquatics proposal for detailed description of services from Counsilman Hunsaker.

- Phase 1 - Needs Analysis
 - Architectural.....\$5,300
 - Aquatic Planning.....\$7,500
 - Mechanical / Electrical / Plumbing / Technology Engineering.....\$500

Phase 1 Total.....\$13,300

- Phase 2 - Conceptual Planning – develop three concepts to review.
 - Architectural.....\$7,000
 - Aquatic Planning.....\$9,750
 - Mechanical / Electrical / Plumbing / Technology Engineering.....\$1000

Phase 2 Total.....\$17,750

- Phase 3 - Operational Cost Analysis
 - Architectural.....\$3,500
 - Aquatic Planning.....\$9,500
 - Mechanical / Electrical / Plumbing / Technology Engineering.....\$1000

Phase 3 Total.....\$14,000

Total Summarized Fee by Discipline

Architectural.....	\$15,800
Aquatic Planning.....	\$26,750
<u>Mechanical / Electrical / Plumbing / Technology Engineering.....</u>	<u>\$2500</u>
Total Fee	\$45,050

This fee includes mileage for (2) site visits and in-house printing services required to complete the Assessment Study. Additional services will not be provided without prior authorization from Greene County Community Center.



ATURA
architecture

912 N 13th Street
Clear Lake, IA
641.357.1923
info@aturaarchitecture.com

October 22, 2021

Dennis Hammen, Director
Greene County Community Center/Jefferson Parks and Rec
204 W. Harrison St.
Jefferson, IA 50129

SUBJECT: POOL HOUSE FAMILY RESTROOMS
JEFFERSON, IA

Dennis,

We, ATURA architecture, appreciate the opportunity to provide a proposal for architectural services for the subject project. We understand the city is looking to renovate the existing pool house to provide two family restrooms within the men's and women's locker rooms, and provide privacy partitions/curtains in the men's locker room. This would include renovation of a couple of storage rooms and associated plumbing and electrical work. With these factors in mind we are proposing the following architectural services.

Our services will be divided into two separate design phases as outlined below.

Phase One: Our services will include working alongside you and any other identified individuals to develop the program needs. We would develop the necessary floorplans to help identify the best functional and cost-effective option(s).

- verify existing site conditions
- draw existing floor plan
- develop program (needs & wants)
- conduct code review
- develop floor plan options (2-3 anticipated)
- develop preliminary construction cost estimate(s)
- develop design & construction schedule
- design meetings as required using Teams or Zoom

Phase Two: Included in this second phase of services is to produce bidding/construction documents for the project. Also included in our scope of services is assist in receiving bids and construction administration services.

Construction Document preparation will include:

- Develop all aspects of the design.
- Prepare construction drawings and specifications to be able to receive bids from potential contractors.

Bidding services will include:

- Issue bid documents.
- Answer contractor questions.
- Issue addenda as needed.
- Receive bids and review them with the owner.

Construction Administrative services will include:

- Answer contractor RFI's and RFP's as required.
- Conduct site observation visits as needed.
- Conduct Substantial Completion inspection and produce punch list.

Fee

Phase One: We propose to provide the above described phase one Architectural Services as a **lump sum amount of: \$2,000.**

Phase Two: Due to the uncertainty in scope for the project we would propose to negotiate a mutually agreed upon fee at a later time, once the scope is defined and our services are better understood.

Any services, which are provided, and not designated in our scope of work, herein, shall be considered additional services. Additional services shall be billed at our hourly rates. We will obtain your authorization for additional services prior to providing them. Our current hourly rates are as follows:

▪ Architect Manager	\$145.00
▪ Architect II	135.00
▪ Architect I	125.00
▪ Design Tech. Specialist II	83.00
▪ Design Tech. Specialist I	73.00
▪ Interior Designer II	72.00
▪ Interior Designer I	62.00
▪ Clerical	50.00

This letter will serve as our Letter of Agreement. If you concur with the services and conditions described, herein, please sign two copies of this Letter of Agreement. Return one copy to us, and retain one copy for your files.

Again, we appreciate the opportunity to work with you on your project. If you have any questions or concerns, please contact me.

ATURA architecture

**AGREED:
Dennis Hammen, Director**



Signature / Mark E. Kroemer



Signature // Dennis Hammen



912 North 13th Street
Clear Lake, IA 50428
641-357-1923
www.aturaarchitecture.com

December 6, 2021

**POOL HOUSE
FAMILY RESTROOMS RENOVATION
JEFFERSON, IA**

OPINION OF PROBABLE PROJECT COSTS

Demolition	\$5,000
General Interior Construction	\$33,400
Casework (Replace Existing in Staff Area)	\$7,100
Restroom Accessories	\$8,100
Plumbing	\$13,000
Electrical Construction	\$18,000
	<hr/>
Subtotal:	\$84,600
General Conditions (10%)	\$8,500
Architectural/Engineering Fee	\$8,700
	<hr/>
Total:	\$101,800

Contract Number: BG2202

LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT

CITY OF JEFFERSON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

IEDA CONTRACT #20-CVN-008

123 N Chestnut

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 123 N Chestnut 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.

FINANCIAL MANAGEMENT. The COG shall complete reimbursement requests and obtain appropriate signatures from the City officials. The City shall submit the requests to IEDA.

PERFORMANCE REPORTS. The COG shall prepare the required performance reports and submit the same to the City Designee for acceptance by the City. The COG will provide information as necessary and requested by IEDA for the purpose of fulfilling all reporting requirements related to the grant.

FEDERAL REQUIREMENTS. The COG shall assist the City in meeting the requirements of the following laws, rules, and regulations:

1. National Environmental Policy Act of 1969.
2. Federal Management Circulars 74-4 and 74-7 as they relate to the application, acceptance, and use of federal funds.
3. Executive Order #11988, relating to flood hazards.
4. Title VI of the Civil Rights Act of 1964.
5. Section 109 of the Housing and Community Development Act of 1974, as amended.
6. The Age Discrimination Act of 1975, as amended.
7. Section 504 of the Rehabilitation Act of 1973, as amended.
8. Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - 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).
9. Title VIII of the Civil Rights Act of 1968, as amended.
 10. Executive Order #11063, relating to fair housing.
 11. The Davis-Bacon Act.
 12. The Copeland "Anti-Kickback" Act.
 13. Contract Work Hours and Safety Standards Act.
 14. The Department of Defense Authorization Act of 1986.
 15. OMB Circular No. A-102.
 16. Lead Based Paint Hazard Elimination Final Rule.
 17. Lead Based Paint Poisoning Prevention Act.
 18. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).

CIVIL RIGHTS PROVISIONS. During the performance of this contract, the contractor agrees as follows:

1. The COG will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The COG will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The COG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The COG will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The COG will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive

- 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 extend 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 1st day of December, 2021 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 October 31, 2024.

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: 12-7-2024

DATE: _____

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 03/31/2020)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) 2021 Jefferson CDBG Upper Story Rental Housing - 123 N. Chestnut St.	2. HUD/State Identification Number B-21-DC -19-0001	3. Recipient Identification Number (optional) #20-CVN-008
4. OMB Catalog Number(s) CFDA No. 14.228	5. Name and address of responsible entity City of Jefferson 220 North Chestnut St. Jefferson, IA 50129	
6. For information about this request, contact (name & phone number) Karla Janning 712-792-9914		
8. HUD or State Agency and office unit to receive request Iowa Economic Development Authority 1963 Bell Ave., Suite 200 Des Moines, IA 50315	7. Name and address of recipient (if different than responsible entity)	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) City of Jefferson Upper Story Housing Program	10. Location (Street address, city, county, State) 123 N. Chestnut St. Jefferson, IA 50129
---	--

11. Program Activity/Project Description

The City of Jefferson was awarded \$500,000 in CDBG funds. The funds will assist in necessary renovations to create six apartment units, five of which will serve LMI clientele on the second story of the building located at 123 N. Chestnut Street, Jefferson, IA 50129.

All families occupying the LMI units will be tenants whose income has been verified at less than 80% median income as established by HUD.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Mayor , City of Jefferson

Date signed

January 24, 2022

X

Address of Certifying Officer

City of Jefferson, 220 North Chestnut St., Jefferson, IA 50129

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

January 4, 2022

Joyce Brown
IEDA
1963 Bell Ave.
Suite 200
Des Moines IA 50315

RE: City of Jefferson Contract #20-HSGU-001

Dear Joyce,

The City of Jefferson is writing this letter to request the following changes to its CDBG contract #20-HSGU-001.

The project, consisting of renovations necessary to develop three housing units on the second floor of the building at 200 E. State Street, Jefferson, was awarded CDBG funds in September 2020. Hard construction estimates were used to complete the budget submitted with the application. Due to the volatile nature of the construction market in general, costs have risen substantially. Current estimates show that project costs have increased by 11%, causing an increase in project costs of \$105,000.

To compensate for the increased cost, the city would like to apply for an additional \$65,000 of CDBG funds bringing the total CDBG funds to \$500,000. An updated budget is attached for your review.

If you have any questions, please contact our grant administrator, Karla Janning, at Region XII Council of Governments (712) 792-9914. Thank you in advance for your consideration of this request.

Yours truly,

Matt Gordon
City of Jefferson Mayor



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: CITY OF JEFFERSON IOWA
 220 N CHESTNUT ST
 JEFFERSON, IA 50129

PROJECT: Green County Animal Shelter
 1700 Doreen Wilber Drive
 Jefferson, IA 50129

FROM CONTRACTOR: Jensen Builders LTD
 1175 South 32nd Street
 Fort Dodge, IA 50501

VIA ARCHITECT: ATURA ARCHITECTURE
 912 North 13th Street
 Clear Lake, IA 50428

APPLICATION NO.: 22014-00001
PERIOD TO: 12/31/2021
CONTRACT FOR:
CONTRACT DATE: 11/1/2021
PROJECT NOS.: 22-014 / /
CONTRACTOR: ARCHITECT
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 907,400.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 907,400.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 60,572.50
5. RETAINAGE:
 - a. 5.00% of Completed Work
 (Column D + E on G703) \$ 3,028.63
 - b. % of Stored Material
 (Column F on G703) \$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 3,028.63

6. TOTAL EARNED LESS RETAINAGE \$ 57,543.87
 (Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 57,543.87

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 849,856.13
 (Line 3 minus Line 6)

CHANGE ORDER SUMMARY		
Total changes approved in previous months by Owner	ADDITIONS	DEDUCTIONS
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	\$

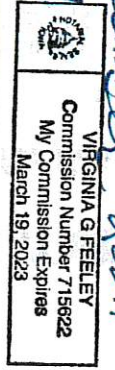
CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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.

CONTRACTOR: Jensen Builders LTD
 By: *Mark E. Kroemer*
 State of: Iowa
 County of: Webster
 Date: 12/13/21

Subscribed and sworn to before me this 13th day of December 2021
 Notary Public: *Virginia G Feeley*
 My commission expires: 3-19-23



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$ 57,543.87

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

ARCHITECT: ATURA ARCHITECTURE
 By: Mark E. Kroemer
 Date: Dec. 17, 2021

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.

COUNCIL APPOINTMENTS 2022

Matt Wetrich

Park & Rec
Golf Course
Recycling
Grow Greene County Gaming Corporation
Bell Tower Foundation

Dave Sloan

Streets
Chamber/Jefferson Main Street
Hwy 30
Animal Shelter
Downtown Buildings

Pat Zmolek

Mayor Pro-tem
PD Committee
LEC Entity
Finance Committee
Downtown Buildings

Harry Ahrenholtz

Wage and Benefit
Housing
GCDC
Finance
Public Works

Darren Jackson

Park and Rec
Housing
Library
Cemetery
Animal Control

Matt Gordon

PD Committee
Fire Department
LEC Entity
Animal Control
Hotel/Motel
Finance

City of Jefferson

Façade Rehabilitation Program Application

Purpose:

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

Eligible Applicants:

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

Eligible Projects to be Considered for Funding:

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

Funding Requirements:

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

Applicant Information

Organization Name: Why Not Us.

Project Name: The Centennial (formerly known as Angie's Tea Garden)

Contact Person: Peg Raney. Mailing Address: 1732 235th St.

City, State, Zip: Jefferson, IA 50129 Daytime Phone Number: 515-370-0013

Fax: _____ E-mail: billpegraney@gmail.com

Total Project Cost (for facade): \$179,270.00. Amount requesting from this grant program: \$ 89,635.00

Project Address: _100 E. State Jefferson, IA. 50129__

Project Description: The Centennial Building is under complete rehabilitation with historic preservation strategies and techniques at the forefront of plans. Architect Pete Franks and Westbrooke Construction are working on plans with Why Not Us. The restaurant will be opened under the new management of Sara Ostrander with a commercial kitchen, a dining room for 44 and two ADA restrooms. Two one-bedroom apartments are planned for the upper story. The facade will take on a new look with the installation of 19 full length windows bringing natural light into both floors. The window hoods will be rehabbed or replaced with the 3 faces on them along with those in the front entrance area. Two entry doors - one to the kitchen area and one at the entrance will be replaced with masonry repair work completed. The hoods and exterior stucco will be painted. An application for this historic building to be

added to Jefferson's Historic District has been submitted to the State of Iowa so that historic tax credits can be accessed for finishing out the apartments.

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

For More Information/Questions:

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

The Centennial Building

100 E. State

Jefferson, IA

(formerly known as Angie's Tea Garden)

Owned by Why Not Us, LLC

Facade improvements

Doors	\$7,875.00	kitchen and front door
Windows	\$96,395.00	remove and replace 19 windows on both floors.
Window heads	\$52,500.00	21 window heads refurbished or replaced
Masonry repair	\$2,500.00	exterior masonry repairs
Contingency	\$20,000.00	including exterior paint

Total for facade \$179,270.00

Request of 50/50 \$89,635.00

Jefferson Public Library

Meeting of the Board of Trustees
Monday, January 10, 2022 6:30 PM
Library Basement Meeting Room
Join Zoom Meeting

[https://us02web.zoom.us/j/82722576486?pwd=bFA2K1FHcitnOG5oOC9mRkN1U0NS
UT09](https://us02web.zoom.us/j/82722576486?pwd=bFA2K1FHcitnOG5oOC9mRkN1U0NSUT09)

AGENDA

- I. Call to Order
- II. Open Forum: this is a time for any concerned citizen to speak to the trustees about an item that is not on the agenda.
- III. Approval of Minutes of Previous Meeting
- IV. Approval of Expenditures
- V. Director's Report
 - A. Monthly Circulation & Usage Reports
 - B. Year-to-Date Monthly Financial Reports
 - C. Project Updates: Youth Dept activities, new website
- VI. Old Business
 - A. Architecture Feasibility Study
 - B. FY23 Budget request to County Supervisors
 - C. Building maintenance projects; lift repair
- VII. New Business
 - A. Investments
 - B. State Accreditation: Review By-laws
 - C. Update Strategic Plan
- VIII. Next Meeting – Monday, February 7 at 6:30 p.m.
- IX. Adjournment