

AGENDA

COUNCIL MEETING
Tuesday, April 12, 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. 3/22/22 regular Council minutes.
- B. Hire Part time golf clubhouse employees Jordan Aubrey at \$10 per hour, Jason Cerveny and Jeremy Cartwright at \$9 per hour.
- C. Purchase of dog holding equipment to Building Concepts of \$14,279.40 for the animal shelter.
- D. Employee salaries for 2021 calendar year.
- E. Authorized signature form for the CDBG project at 123 N. Chestnut.
- F. Pay estimate #4 of \$42,935 of CDBG funds for 200 E. State Street
- G. Greene County Fair Association, Class C Liquor License.
- H. Doc's Stadium Bar and Grill, Class C Liquor License.
- I. Consider approval of pay estimate #3 of \$129,094.07 to Jensen Builders, LTD for Greene County Animal Shelter.
- J. Purchase of vacuum system for \$14,021.87 to CleanWise for the animal shelter.
- K. Payment of monthly bills

IV. NEW BUSINESS:

- A. Consider resolution approving economic development forgivable loan agreement with Pub Adventures, LLC regarding 123 N. Chestnut St.
- B. Update from Linn Price on TNR.
- C. Housing proposal from GCDC President, Sid Jones.

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 4/12/22

NEW BUSINESS

- A. Consider resolution approving economic development forgivable loan agreement with Pub Adventures, LLC regarding 123 N. Chestnut St. The agreement (attached) is for a \$150,000 forgivable loan over a 10 year period for improvements to the building.
- B. Update from Linn Price on TNR.
- C. Housing proposal from GCDC President, Sid Jones.

COUNCIL MEETING

MARCH 22, 2022

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor ProTem Zmolek presided.

No citizens spoke during Open Forum.

On motion by Sloan, second by Wetrich, the Council approved the following consent agenda: March 8, 2022 Council Minutes, approved Pay Estimate #2 to Jensen Builders LTD in the amount of \$77,683.64 for the Greene County Animal Shelter, Adjustment to sewer bill of \$59.60 at property located at 123 N Chestnut Street, Employ Jadon Block for seasonal part time grounds maintenance at the Jefferson Community Golf Course at \$12/hr. and Employ Bill Labath for seasonal part time grounds maintenance at the Jefferson Community Golf Course at \$15/hr.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Ahrenholtz, second by Wetrich, the Council approved the appointment of Holly Roberts to the Jefferson Public Library Board of Trustees for the remainder of Jerry Roberts term.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

RESOLUTION NO. 17-22

On motion by Sloan, second by Wetrich, the Council approved Resolution No. 17-22, a resolution waiving right to review plat of survey for property located at Section 32, T84N, R30W, 210th Street within 2 miles of Jefferson.

AYE: Jackson, Wetrich, Sloan, Zmolek, Ahrenholtz

NAY: None

RESOLUTION NO. 18-22

On motion by Ahrenholtz, and second by Zmolek, the Council approved Resolution No. 18-22, a resolution approving development agreement for Upper-Story Rental Housing at 200 East State Street.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

RESOLUTION NO. 19-22

On motion by Ahrenholtz, and second by Sloan, the Council approved Resolution No. 19-22, a resolution approving Economic Development Forgivable Loan Agreement for Upper-Story Rental Housing at 200 East State Street for \$435,000.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

RESOLUTION NO. 20-22

On motion by Sloan, and second by Jackson, the Council approved Resolution No. 20-22, a resolution approving development agreement for Upper-Story Rental Housing at 123 North Chestnut Street.

AYE: Ahrenholtz, Zmolek, Wetrich, Jackson, Sloan

NAY: None

RESOLUTION NO. 21-22

On motion by Wetrich, and second by Ahrenholtz, the Council approved Resolution No. 21-22, a resolution approving Economic Development Forgivable Loan Agreement for Upper-Story Rental Housing at 123 North Chestnut Street for \$500,000.

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

RESOLUTION NO. 22-22

On motion by Ahrenholtz, second by Jackson, the Council approved Resolution No. 22-22, Certification of Compliance CDBG Procurement Standards for 123 North Chestnut Street.

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

On motion by Jackson, second by Wetrich, the Council approved a Professional Services Contract for engineering services for \$163,700 for the design and construction phase services of the proposed hangar at Jefferson Municipal Airport, subject to FAA funding and concurrence.

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

On motion by Wetrich, second by Sloan, the Council approved an authorization to sign FAA grant application for the design and construction phase services of the proposed hangar at Jefferson Municipal Airport.

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

On motion by Sloan, second by Wetrich, the Council approved the City Insurance policy for \$247,461 with Unger Insurance effective April 1, 2022 – March 31, 2023.

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

There being no further business the Council agreed to adjourn at 5:50 p.m.

Matt Gordon, Mayor

Roxanne Gorsuch, City Clerk



5606 32nd Ave.
Center Point, IA 52213

Invoice

Date
03/27/22
Invoice No.
1342

Bill To
Jefferson City Hall 220 N Chestnut Jefferson, IA 50129

Terms	Project
Due on receipt	

Item	Description	Quantity	Rate	Amount
BG Wall 1418 SV	BiteGuard 1418 Silver Dog Door w/Wall Tunnel and Ext. Wall Frame		863.00	863.00
BG Wall 1418 SV	BiteGuard 1418 Silver Dog Door w/Wall Tunnel and Ext. Wall Frame		863.00	863.00
BG Wall 1418 SV	BiteGuard 1418 Silver Dog Door w/Wall Tunnel and Ext. Wall Frame		863.00	863.00
BG Wall 1418 SV	BiteGuard 1418 Silver Dog Door w/Wall Tunnel and Ext. Wall Frame		863.00	863.00
BG Wall 1624 SV	BiteGuard 1624 Silver Dog Door w/Wall Tunnel and Ext. Wall Frame		1,202.00	1,202.00
BG Wall 1624 SV	BiteGuard 1624 Silver Dog Door w/Wall Tunnel and Ext. Wall Frame		1,202.00	1,202.00
BG Wall 1624 SV	BiteGuard 1624 Silver Dog Door w/Wall Tunnel and Ext. Wall Frame		1,202.00	1,202.00
BG Wall 1624 SV	BiteGuard 1624 Silver Dog Door w/Wall Tunnel and Ext. Wall Frame		1,202.00	1,202.00
BG Wall 1624 SV	BiteGuard 1624 Silver Dog Door w/Wall Tunnel and Ext. Wall Frame		1,202.00	1,202.00
BG Wall 1632 SV	BiteGuard 1632 Silver Dog Door w/Wall Tunnel and Ext. Wall Frame		1,198.00	1,198.00
BG Wall 1825 SV	Biteguard 1825 Silver Dog Door w/wall Tunnel and Ext. Wall Frame		1,087.00	1,087.00
BG CV Kit G1419	BG 1418/19 Cover Kit w/50" Rails, Stainless Steel Hardwar and ABS Panels		349.00	349.00
			Total	

buildingconcepts.scott@gmail.com

buildingconcepts.tim@gmail.com

Balance Due	\$14,279.40
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5606 32nd Ave.
Center Point, IA 52213

Invoice

Date
03/27/22
Invoice No.
1342

Bill To
Jefferson City Hall 220 N Chestnut Jefferson, IA 50129

Terms	Project
Due on receipt	

Item	Description	Quantity	Rate	Amount
BG CV Kit G1419	BG 1418/19 Cover Kit w/50" Rails, Stainless Steel Hardware and ABS Panels		349.00	349.00
BG CV Kit G1419	BG 1418/19 Cover Kit w/50" Rails, Stainless Steel Hardware and ABS Panels		349.00	349.00
BG CV Kit G1419	BG 1418/19 Cover Kit w/50" Rails, Stainless Steel Hardware and ABS Panels		349.00	349.00
BG CV Kit G1624	BG 1624 Cover Kit w/50" Rails, Stainless Steel Hardware and ABS Panels		389.00	389.00
BG CV Kit G1624	BG 1624 Cover Kit w/50" Rails, Stainless Steel Hardware and ABS Panels		389.00	389.00
BG CV Kit G1624	BG 1624 Cover Kit w/50" Rails, Stainless Steel Hardware and ABS Panels		389.00	389.00
BG CV Kit G1624	BG 1624 Cover Kit w/50" Rails, Stainless Steel Hardware and ABS Panels		389.00	389.00
BG CV Kit G1624	BG 1624 Cover Kit w/50" Rails, Stainless Steel Hardware and ABS Panels		389.00	389.00
BG CV Kit G1632	BG 1632 Cover Kit w/50" Rails, Stainless Steel Hardware and ABS Panels		389.00	389.00
BG CV Kit G1825	BG 1825 Cover Kit w/50" Rails, Stainless Steel Hardware and ABS Panels		389.00	389.00
Credit	10% discount for large order Price includes shipping. Allow 10 days for shipping at this time.		-1,586.60	-1,586.60
			Total	

Balance Due	\$14,279.40
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buildingconcepts.scott@gmail.com

buildingconcepts.tim@gmail.com



5606 32nd Ave.
Center Point, IA 52213

Invoice

Date	03/27/22
Invoice No.	1342

Bill To
Jefferson City Hall 220 N Chestnut Jefferson, IA 50129

Terms	Project
Due on receipt	

Item	Description	Quantity	Rate	Amount
	(Shipping by third party We will do our best to communicate any delays) Price includes materials only no installation.			
			Total	\$14,279.40

buildingconcepts.scott@gmail.com

buildingconcepts.tim@gmail.com

Balance Due	\$14,279.40
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RESOLUTION NO.

RESOLUTION APPROVING EMPLOYEE SALARIES FOR CALENDAR YEAR
2021

WHEREAS, the City of Jefferson Wage and Benefit Committee has met to consider Salaries for the City of Jefferson employees, and

WHEREAS, the City of Jefferson has paid the following salaries for the calendar year 2021 for the City of Jefferson employees:

Aponte, Randy	\$768.47
Behrens, Jeremy C.	\$59,836.50
Bigler, Bohden D.	\$51,338.08
Brenner, Jamie R.	\$50,721.47
Chapman, Andrew S.	\$115.22
Clouse, Mark A.	\$66,999.43
Johnson, Nicholas D.	\$40,220.89
Kroeger, Jason J.	\$58,667.87
Wolterman, Mark N.	\$52,337.75
Young, Johnathan T.	\$8,474.29
Bauer, Derrik M.	\$1,991.96
Black, Chad A.	\$915.00
Campbell, Benjamin K.	\$820.00
Carman, Amelia M.	\$1,390.00
Chargo, Dallas G.	\$380.00
Cunningham, Eldon D.	\$1,750.00
Eliserio, Eric J.	\$635.00
Fester, Jacob W.	\$1,978.00
Fester, Timothy W.	\$2,683.00
Ganoe, Jamie L.	\$3,338.00
Goughnour, Jeremiah J.	\$515.00
Hadley, Robert A.	\$1,060.00
Hermansen, Jesse D.	\$1,265.00
Hoyle, Bryce E.	\$995.00
Kersey, Jonathan M.	\$1,100.56
Lamaak, Justin J.	\$1,705.00
Lawson, Robert E.	\$1920.94
Newby, Robert J.	\$1,700.00
Olson, Shawn T.	\$895.00
Promes, Dean A.	\$470.29
Scheffler, Steven A.	\$1,528.00
Schiltz, Sean P.	\$2,484.68
Schiltz, Sydney A.	\$1,637.00
Schrunk, David J.	\$295.00

Semke, Ted L.	\$1,783.00
Wahl, Michael J.	\$1,920.00
Webber, Scott R	\$2,340.00
Williams, Jack J.	\$5,393.00
Morlan, David M.	\$70,644.51
Byriel, Joanne M.	\$4,687.50
Clark, Teresa S.	\$27,370.30
Contner, Judy K.	\$1,794.31
Curtis, Hannah L.	\$630.75
Durbin, Theresa A.	\$705.00
Gilbertson, Sadie I.	\$159.50
Hall, Stephanie A.	\$10,958.18
Hamilton, Margaret	\$2,194.32
Johnson, Veronica A.	\$2,541.13
Lansman, Marilyn P.	\$6,526.08
Millard, Jane E.	\$49,342.72
Mohler, Judith E.	\$1,668.65
Mount, Bailey D.	\$8,055.53
Pettit, Darrell G.	\$6,294.81
Schwery, Sarah D.	\$12,680.58
Sharpe, Janice A.	\$3,052.54
Stehn, Diana L.	\$10,377.89
Onken, Duane R.	\$47,365.15
Brant, Lois R.	\$9,079.09
Carstens, Lane E.	\$4,545.44
Cullum, Riley J.	\$342.00
Danielson, Gary F.	\$2,790.94
Dowling, Sally L.	\$333.00
Hammen, Dennis L.	\$49,097.73
Kerr, Mailee	\$4,601.37
Kinsey, Madison L.	\$342.00
Kral, Nathan R.	\$35,729.82
McGraith, Corey M.	\$2,924.46
Monthei, Kelly M.	\$7,783.99
Nugent, Paul E.	\$4,009.51
Sumner, Disiree M.	\$256.50
Telleen, Samantha E.	\$360.55
Ausberger, Nathan L.	\$2,281.31
Ausberger, Sophia H.	\$725.26
Behne, Nathan J.	1,493.50
Black, Nathan A.	\$750.00
Braun, Landon M.	\$739.00
Buxton, Allie R.	\$1,479.31
Carlson, Eliza C.	\$2,312.08

Dudley, Lucy J.	\$1,563.81
Ewalt, Emma M.	\$1,107.50
Goff, Edward L.	\$1,200.38
Hooper, Ethan J.	\$1,216.00
Hooper, Ilse A.	\$1,906.19
Hunter, Ashley R.	\$2,878.77
Kaufman, Blake M.	\$1,774.13
Linberg, Randa A.	\$1,152.00
Madson, Ellie M.	\$406.13
Pound, Anna L.	\$5,496.10
Rumley, Michael R.	\$2,127.56
Schmidt, Samantha K.	\$2,178.75
Aubrey, Jordan N.	\$534.76
Carey, Joseph P.	\$1,945.25
Cartwright, Jeremy A.	\$1,404.69
Cervený, Jason C.	\$1,243.93
Destival, David A.	\$22,354.84
Destival, Micah P.	\$32,062.18
Dvorak, Emily W.	\$3,704.53
Hupp, Tiffany R.	\$784.69
Labath, William J.	\$2,511.00
Morton, Carter J.	\$356.50
Renwanz, Cody W.	\$2,897.55
Davis, David L.	\$51,899.42
Ahrenholtz, Harry E.	\$1,293.20
Gordon, Matthew J.	\$4,498.08
Jackson, Darren F.	\$1,180.75
Palmer, Michael S.	\$98,336.36
Sloan, David L.	\$1,440.00
Wetrich, Matthew T.	\$1,349.42
Zmolek, Patrick M.	\$1349.42
Gorsuch, Roxanne R.	\$45,578.50
Larsen, Melody S.	\$545.00
Morlan, Sarah E.	\$36,399.98
Richardson, Joyce D.	\$31,328.72
Stevens, Chad M.	\$51,487.73
McDowell, Bill D.	\$47,343.05
Robbins, Rodney A.	\$47,168.49
Teeple, David M.	\$58,291.57
DeMoss, Kyle R.	\$45,137.48
Murphy, Marty E.	\$59,071.69
Schilling, Thomas R.	\$227.27
Silbaugh, Michael J.	\$43,979.64
Teeple, Michael D.	\$2,994.20

Moranville, Daniel J.	\$58,962.70
Olson, Shawn C.	\$44,588.77
Hostetler, Paul D.	\$53,195.66
Morlan, Dale E.	\$8,435.77
Schmidt, Kenneth D.	\$46,480.75
Wallace, Michael C.	\$43,596.60
Curtis, Kent C.	\$44,583.66

NOW, THEREFORE, BE IT RESOLVED THAT THE City Council of the City of Jefferson approved the salaries for the City of Jefferson employees from January 1, 2021 - December 31, 2021 as they are listed in this resolution.

PASSED AND ADOPTED this day of April 2022.

Matt Gordon, Mayor

Roxanne Gorsuch, City Clerk

SIGNATURE AUTHORIZATION FOR ALTERNATE SIGNATORS

Upload a scanned copy of the completed document to the Electronic Documents form in IowaGrants. Retain the original, signed copy in your files.

RE: Contract Number: #20-CVN-008
Recipient: City of Jefferson

In the event that the Chief Elected Official (CEO) is unable to sign project related correspondence for the Recipient's above referenced contract, the following alternates are designated below. The signatures attested below are effective as of: _____.

Sincerely,

CEO Mike Palmer, City Administrator

Signatory # 1 Matt Gordon, Mayor

Signatory # 2 Roxanne Gorsuch, City Clerk

Signatory # 3

Witness Sarah Morlan, Finance Clerk

STATE OF IOWA

GAX

BUDGET FY 2022		General Accounting Expenditure								DOCUMENT NUMBER 4						
		DATE 4/7/2022				ACCTG PERIOD (mm/yy)										
VENDOR CODE						AGENCY NAME										
VENDOR NAME AND ADDRESS City of Jefferson 220 N. Chestnut Jefferson, IA 50129						BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 200 E. Grand Ave. Des Moines, Iowa 50309				SHIP TO ADDRESS						
TERMS		FOB		ORDER APPROVED BY				GOODS RECEIVED/SERVICES PERFORMED								
								DATE INITIALS								
QUANTITY				VENDOR'S INVOICE NUMBER 4												
ORDERED	RECEIVED	UNIT OF MEASURE						UNIT PRICE		TOTAL PRICE						
				Request for Payment under CDBG Contract Number: #20-HSGU-001 Report Number: <u> 4 </u>						42,935.00						
DOCUMENT TOTAL										42,935.00						
CLAIMANT'S CERTIFICATION						AGENCY CERTIFICATION										
I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID.						I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY:										
DATE						CODE OR CHAPTER SECTION(S)										
TITLE																
CLAIMANT'S SIGNATURE						AUTHORIZED SIGNATURE										
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																
DOC TYPE (GAX) GAX	DOC NUMBER 4		DOC DATE		ACCTG PRD	BUDGET FY #####	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE 1	INT IND	INT SELLER FUND	INT SELLER AGCY				
VENDOR CODE 2129431		ADDR OVERRIDE	F/A INDICATOR	EFT IND Y	TEXT -po's only (Y/N)			TEXT (po's only)								
REF DOC TYPE	REF DOC NUMBER		REF DOC LINE	COM LN	VEND INVOICE # 4		COMMODITY CODE		GS CONTRACT							
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	I/D	DESCRIPTION	AMOUNT	I/D	P/F
01	0340	269	4610	#2			4125							42,935.00		
02																
03																
04																
05																
06																
07																
DOCUMENT TOTAL										42,935.00						

GAX

WARRANT #

AUDITED BY

PAID DATE



REGION XII
COUNCIL OF GOVERNMENTS

Housing Services & Programs

Date: April 7, 2022
To: Roxanne Gorsuch
RE: GAX #4 Summary of Expenses

Please forward the following payments associated with GAX #3 within 10 days of receiving payment from IEDA.

\$ 42,935.00	To	Jefferson City View Properties, LLC
\$ 0.00	To	Region XII COG (Administrative costs)
\$ 42,935.00		TOTAL GAX #4

Thank You,

Karla Janning
Housing Programs Coordinator

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	APPLICATION NO:	22014-00003	Distribution to:	
				PERIOD TO:	3/31/2022	OWNER	<input type="checkbox"/>
				CONTRACT FOR:		ARCHITECT	<input type="checkbox"/>
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	CONTRACT DATE:	11/1/2021	CONTRACTOR	<input type="checkbox"/>
				PROJECT NOS:	22-014 / /	FIELD	<input type="checkbox"/>
						OTHER	<input type="checkbox"/>

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)	\$	278,233.25
5. RETAINAGE:		
a. <u>5.00</u> of Completed Work (Columns D + E on G703)	\$	13,911.67
b. _____ % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	13,911.67
6. TOTAL EARNED LESS RETAINAGE	\$	264,321.58
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	135,227.51
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	129,094.07
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	643,078.42

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

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 Date: 3/24/22
State of: Iowa
County of: Webster

Subscribed and sworn to before me this 24th day of March 2022

Notary Public: Virginia B. Feeley
My commission expires: 3-19-23

VIRGINIA G FEELEY
Commission Number 715622
My Commission Expires
March 19, 2023

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 \$ 129,094.07
(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: March 24, 2022

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.

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.

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010711ACD04



Dianna Starr 801-556-7817

QUOTATION for:
Green County Animal Shelter
Jefferson, IA

Components

Quantity	Item	Description	Price	Extension
1	WAVE	Wave, Stainless Steel separator, includes input/output	\$2,334.00	\$2,334.00
2	HD800	Heavy Duty Commercial Unit Head	\$940.00	\$1,880.00
1	TDRECP05	Interceptor, Dry	\$395.00	\$395.00
1	AA035	Injector, 2%	\$738.75	\$738.75
2	AA022	50 Pk Debris Screens	\$35.00	\$70.00
2	AA277	Wet/Dry Hose, 35' (Includes Vac hose and Water hose)	\$181.37	\$362.74
2	AA261	Wand, Stainless Steel with trigger Valve	\$163.64	\$327.28
2	AA379	Brush and Squeegee Mopping Tool	\$29.09	\$58.18
2	CV115	Pre-spray hose and spray nozzle	\$165.46	\$330.92

Equipment & Accessories Total:

\$6,496.87

System installation as follows:

5	Wet/Dry Triple Station (Includes Vac, Fresh Water & Disinfectant)	\$1,200.00	\$6,000.00
1	Install Wally Flex	\$225.00	\$225.00
2	Hang separator, Unit Heads and exhaust outside	\$650.00	\$1,300.00
Installation Total:			\$7,525.00

Equipment, Accessories, and Installation Total:

\$14,021.87

Two dedicated 20 amp. electrical outlets, One convenience outlet, cold water shut-off with back flow prevention, and mop sink to be provided by customer.

RESOLUTION NO. _____

A RESOLUTION APPROVING \$150,000 ECONOMIC DEVELOPMENT
FORGIVABLE LOAN AGREEMENT
WITH PUB ADVENTURES, LLC

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, the Jefferson Urban Renewal Plan, as amended, provides that eligible urban renewal projects include the City providing incentives to persons to make repairs and improvements to buildings in the downtown area of the Urban Renewal Area, including repairs and improvements to roofs, exterior and interior walls, foundations, front facades, flooring, ceilings, and electrical, plumbing, and HVAC systems; and

WHEREAS, a proposed Economic Development Forgivable Loan Agreement between the City and Pub Adventures, LLC (the “Developer”) is before this Council, pursuant to which agreement the City would make a \$150,000 economic development loan to the Developer (forgivable over a period of 10 years) for the purpose of making improvements to a building located at 123 N Chestnut Street that will enable the Developer to operate a restaurant and pub (the “Public House Project”); and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, the City Council must consider any or all of a series of factors.

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

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds that:

- (a) The Public House Project will add diversity and generate new opportunities for the Jefferson and Iowa economies;
- (b) The Public House Project will generate public gains and benefits, particularly in creating a new local business and promoting visits to the Jefferson community by persons from outside the community that will result in the patronage of local businesses, which are warranted in comparison to the amount of the proposed incentive.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by entering into the Economic Development Forgivable Loan Agreement and providing the forgivable loan to Pub Adventures, LLC.

Section 3. The Economic Development Forgivable Loan Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 5. 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 April 12, 2022.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

ECONOMIC DEVELOPMENT FORGIVABLE LOAN AGREEMENT

This Economic Development Forgivable Loan Agreement is dated _____, and is between the City of Jefferson, Iowa (the “**City**”), and Pub Adventures, LLC, an Iowa limited liability company (the “**Developer**”).

The City has adopted an Urban Renewal Plan (the “**Urban Renewal Plan**” or the “**Plan**”) for the Jefferson Urban Renewal Area (the “**Urban Renewal Area**”), which Plan includes providing incentives to persons to make repairs and improvements to buildings in the downtown area of Jefferson.

Developer has acquired property in the downtown area of Jefferson located at 123 N. Chestnut Street, legally described as follows:

Lot 127, Block 18, Original Town of Jefferson, County, Iowa

(the “**Development Property**”); which property is located within the Urban Renewal Area.

Developer has just acquired ownership of the Development Property and plans to make renovations and improvements to the property in the approximate amount of \$2,223,440.00 to make it suitable as restaurant and pub (the “**Project**”).

Developer has requested the City to make it a \$150,000.00 economic development forgivable loan to cover part of its costs, which City is willing to do in accordance with the terms of this agreement.

Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, and other financial assistance to or for the benefit of private persons.

The parties therefore agree as follows:

1. **Loan Terms.** (a) The Loan. Subject to and on the terms set forth in this agreement City agrees to lend to Developer and Developer agrees to borrow from City the sum of \$150,000.00 (the “**Loan**”). The proceeds of the Loan shall be used only for the purpose of making renovations and improvements to the Development Property to make it suitable as a site for a restaurant and pub.

(b) Advance of Loan. City shall advance the proceeds of the Loan following closing to the Developer upon submission of a request for reimbursement, which shall be supported with appropriate documentation that the Project costs have been incurred and any other evidence or documentation that City considers necessary. If the Developer fails to satisfy all conditions, requirements and terms prerequisite to the advance of the proceeds of the Loan from City to the Developer by the second anniversary of the initial advance of funds under this agreement, or such later date as City in its discretion may approve in writing, the Loan commitment shall be considered rescinded.

(c) No Interest. The Loan will not bear interest.

(d) **Payment Terms; Forgivable.** The Loan is a forgivable loan, the principal of which, subject to Developer's fulfillment of the terms of this agreement, will be forgiven by the City in 10 equal annual installments of \$15,000.00 beginning on July 1, 2023.

(e) **Note.** At the time of closing Developer shall execute and deliver to City its \$150,000.00 promissory note, a copy of which is attached to this agreement as Exhibit A (the "**Note**").

2. **Security.** As security for the repayment of the Loan and for Developer's performance under this agreement, Developer shall provide to City a mortgage covering the Development Property, which mortgage shall be a lien against such property, subject only to that certain real estate mortgage given to Home State Bank and recorded on August 2, 2019, in Book 2019 at Page 1233 (the "**HSB Mortgage**") and that certain mortgage given to the City of Jefferson related to CDBG funding and recorded on March 25, 2022, as Instrument No. 2022-0580 (the "**CDBG Mortgage**").

3. **Conditions Precedent.** City's obligation to complete the transaction contemplated by this agreement shall be subject to the satisfaction of the following conditions precedent:

(a) City shall have received the Note and the Mortgage.

(b) Borrower shall complete and deliver to City a Form W-9 certifying its federal tax classification and tax identification number.

(c) **Correctness of Warranties.** All representations and warranties contained in this agreement or otherwise made to City in connection with this agreement shall be true and correct.

(d) **No Event of Default.** There shall exist no Event of Default, as defined in this agreement, and no condition, event or act which, with notice or lapse of time, or both, would constitute an Event of Default.

4. **Affirmative Covenants.** Developer covenants and agrees that, until all indebtedness of Developer to City is paid in full or forgiven, unless specifically waived in writing by City:

(a) **Pay Indebtedness and Perform Other Covenants.** Developer shall (i) make full and timely payment of the principal and other payments coming due under the Loan covered by this Loan Agreement, and (ii) comply with all the terms and covenants contained in each instrument and document given to City in connection with or pursuant to this agreement.

(b) **Use of Loan Proceeds.** The Developer shall promptly use the proceeds of the Loan only in the manner and exclusively for the purposes set forth in this agreement

(c) **Return of Loan Proceeds.** Developer shall return to City as a prepayment on the Note all proceeds of the Loan which have not been expended by Developer for authorized Loan purposes before the second anniversary of the date of the initial advance of the proceeds of

the Loan from City to Developer, or such later date as City in its discretion may approve in writing.

(d) Operate Restaurant and Pub. Developer shall own, operate, and keep in operation a restaurant and pub on the Development Property during all normal business hours.

(e) Developer agrees that it will not sell, assign, or transfer all or any part of the Development Property without City's prior written consent.

(f) Waiver of Tax Abatement. In consideration of the economic benefits provided by City under this agreement, Developer waives any right it may have to receive any exemption from taxation for the value of improvements to be added to the Development Property, and it agrees not to file any application or claim for such benefits.

(g) Own Legal Counsel and Tax Advisors. Developer acknowledges that it has had the opportunity to consult with its own legal counsel and tax advisors as to the legal and tax effects of this agreement and is not relying on any representation or statement made by City.

5. **Negative Covenant.** The Developer shall not enter into any agreements which would permit third parties to fund, develop, manage, own, lease or operate the Project in a manner that would violate this agreement if the Developer were to undertake such activity in its own name.

6. **Representations and Warranties.** In order to induce City to enter into this agreement and to make the loan provided for Developer makes the following representations and warranties which shall survive the execution and delivery of this agreement and the other documents required hereunder:

(a) Company Status. The Developer has been duly formed and is validly existing as a limited liability company in good standing under the laws of the State of Iowa, with perpetual existence, and with the power and authority to perform its obligations under this agreement.

(b) Power and Authority. Developer has the power and authority to own its properties and to transact the business in which it is engaged. Developer also has the power and authority to borrow and to execute, deliver and carry out the terms and provisions of this agreement and the Note and all instruments and documents delivered by it pursuant to this agreement. This agreement and the Note and all instruments and documents delivered by Developer pursuant to this agreement have been duly authorized, executed and delivered by the Developer and such documents constitute the legal and binding agreements of the Developer, enforceable against the Developer in accordance with their respective terms, subject to (i) applicable bankruptcy, reorganization, insolvency, moratorium and other laws of general application relating to or affecting creditors' rights generally and (ii) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

(c) No Conflict. The execution or the delivery by the Developer of this agreement, the Note, and the other loan documents, and the consummation of the transactions

contemplated herein or therein, and the fulfillment by the Developer of the terms hereof or thereof do not conflict with or violate, result in a breach of or constitute a default under any term or provision of the articles of organization or operating agreement of the Developer or any law or regulation or any order now applicable to the Developer of any court, regulatory body having jurisdiction over the Developer, or the terms of any indenture, deed of trust, mortgage, note, agreement or instrument to which the Developer or any of its properties is bound. The Developer has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.

(d) No Approval Required. No approval, authorization, consent, order, registration, filing, qualification, license or permit of or with any state or federal court or governmental agency or body having jurisdiction over the Developer is required by the Developer for the consummation by the Developer of the transactions contemplated by this agreement and the Note, except such as have been obtained.

(e) Litigation. There is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator concerning the Developer, this agreement or the Note which, if adversely determined, would have a material adverse effect on the Developer's ability to perform its obligations under this agreement or the Note.

(f) Submissions to City. All information, reports and other papers and data furnished to City by the Developer concerning the application for the Loan were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give City a true and accurate knowledge of the subject matter, and no document furnished or other written statement made to City in connection with the Loan contains any untrue statement of a fact material to the financial condition of the Developer or the Project or omits to state such a material fact necessary in order to make the statements contained therein not misleading.

(g) Tax Liability. Developer has filed all required tax returns, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessment received by it.

(h) Information Complete. None of the information prepared and provided by Developer in connection with this transaction or any of the representations and warranties set forth in this agreement contain any untrue statement of material fact or fail to state a material fact necessary to make the statements contained herein, in light of the circumstances in which they were made, not misleading.

7. **Defaults and Remedies.** (a) Events of Default. The following shall constitute events of default ("**Events of Default**") under this agreement:

(i) The failure to make any payment of principal under the Note given pursuant to this agreement when and as the same shall become due and payable, or the failure to make any other payments required under the Note, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise, and such failure shall continue for

10 days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Developer by City;

(ii) A default in the due, prompt and complete observance and performance of any obligation, covenant or agreement contained in this agreement, in the Note, or in any other instrument or document delivered to City in connection with or pursuant to this agreement (other than a covenant or agreement a default in whose performance or whose breach is specifically dealt with elsewhere in this section 7), and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Developer by City;

(iii) If any representation or warranty or any other statement of fact herein or in any writing, certificate, report or statement at any time furnished to City pursuant to or in connection with this agreement, or otherwise, shall be false or misleading in any material respect;

(iv) If 50% or more of the equity interest of Developer is transferred by sale, gift or in any other manner without the written consent of City;

(v) An event of default, however defined, shall occur under any other loan agreement, promissory note, security agreement, mortgage or other instrument or document that Developer may execute to acquire funding for the Project;

(vi) The appointment pursuant to an order of a court of competent jurisdiction of a trustee, receiver or liquidator of Developer or of its property or any part thereof;

(vii) The filing by Developer of a petition in bankruptcy or a petition for an arrangement or a reorganization pursuant to the Federal Bankruptcy Code or any other similar law, federal or state; or

(viii) The filing by any of the creditors of Developer of a petition in bankruptcy against Developer or a petition for reorganization of Developer pursuant to the Federal Bankruptcy Code or any similar law, federal or state, and the same is not discharged within ninety (90) days after the date of filing thereof. Default in the performance, or breach, of any covenant or agreement of the Developers under the mortgage given pursuant to this Agreement.

(b) Remedies - Acceleration. Upon the occurrence of any Event of Default, City shall have no further obligations under this agreement and may, at its option, declare all or any portion of the indebtedness arising under this agreement, including indebtedness evidenced by the Note, to be immediately due and payable and may proceed to enforce its rights under this agreement and the Note.

(c) Remedies - Enforcement. Upon the occurrence of any Event of Default, City may proceed to exercise all rights and avail itself of all remedies it may have under any or all of the instruments or documents given pursuant to this agreement.

(d) Rights and Remedies Cumulative. No right or remedy herein conferred upon City is intended to be exclusive of any other right or remedy contained herein, or in the Note or any instrument or document delivered in connection with or pursuant to this agreement, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained in this agreement or such documents or existing at law or in equity or by statute, or otherwise.

(e) Rights and Remedies Not Waived. No course of dealing between Developer and City or any failure or delay on the part of City in exercising any rights or remedies shall operate as a waiver of any rights or remedies of City.

8. **Miscellaneous.** (a) Collection Costs and Attorneys' Fees. If either party files suit to collect, enforce, or protect its interest with respect to this agreement, the Note or any instrument or document delivered pursuant to this agreement, or as to any collateral securing the Note, the non-prevailing party in such suit shall pay all of the costs and expenses of such collection, enforcement, or protection, including reasonable attorneys' fees and the prevailing party may take judgment for all such amounts in addition to any other amounts due and owing under the Loan documents.

(b) Modification and Waiver. No modification or waiver of any provision of this agreement, of the Note, or of any other instrument or document delivered pursuant to this agreement, and no consent by City to any departure therefrom by Developer, shall be effective unless such modification or waiver is in writing and signed by a duly authorized officer of City. Such modification or waiver shall then be effective only for the period, on the conditions, and for the specific instances and purposes specified in such writing. No notice to or demand on Developer in any case shall entitle it to any other or further notice or demand in similar or other circumstances.

(c) Notices. All notices required or permitted under this agreement shall be in writing and will be deemed given and made: (a) if by personal delivery, on the date of such delivery, (b) if by facsimile, on the date sent (as evidenced by confirmation of transmission by the transmitting equipment), (c) if by nationally recognized overnight courier, on the next business day following deposit, and (d) if by certified mail, return receipt requested, postage prepaid, on the third business day following such mailing; in each case addressed to the address or facsimile number shown below for such party, or such other address or facsimile number as such party may give to the other party by notice:

If to City:

City of Jefferson
Attn: City Administrator
220 N. Chestnut St.
Jefferson, Iowa 50129
Fax: 515-386-4671

If to Developer:

Pub Adventures, LLC
Attn: Addi Meyer
123 N. Chestnut St.
Jefferson, IA 50129

(d) Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Loan Agreement shall not affect the remaining portions hereof.

(e) Iowa Law. This agreement, the Note, and any other instrument or document delivered pursuant to this agreement shall be construed in accordance with and governed by the laws of the State of Iowa.

(f) Headings. Headings in this agreement are for convenience and reference only. They are not part of this agreement and shall not be used to explain, or restrict, enlarge, or otherwise modify any provision hereof.

(g) Gender and Number. Whenever the context of any provision shall require, the singular number shall be held to include the plural number, and vice versa, and words of any gender shall be held to include any other gender.

(h) Binding Effect. The covenants and agreements herein contained shall be binding upon and inure to the benefit of City and Developer, and their successors and assigns.

(i) Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Loan Agreement.

SIGNATURE PAGE TO FOLLOW

City and Developer are signing this agreement as of the date shown at the beginning of this agreement.

PUB ADVENTURES, LLC

By: _____
Addi Meyer, Member/Manager

By: _____
Amanda Bills, Member/Manager

CITY OF JEFFERSON

By: _____
Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

PROMISSORY NOTE

\$150,000.00

Jefferson, Iowa
_____, 2022

For value received, the undersigned, Pub Adventures, LLC, an Iowa limited liability company, (the “**Borrower**”), promises to pay to the order of the City of Jefferson (the “**City**”), the principal sum of \$150,000.00, with no interest, on _____, 20__.

Pursuant to that certain Economic Development Forgivable Loan Agreement between the City and Borrower dated _____, 2020 (the “**Agreement**”), the City has made a forgivable loan to the Borrower in the principal amount of \$150,000.00 (the “**150,000.00 Forgivable Loan**”), the proceeds of which are to be used for the renovation and improvement of a building located at 123 N. Chestnut Street in Jefferson, Iowa, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

This \$150,000.00 Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

Payment of unforgiven principal, whether due at maturity or earlier upon acceleration, shall be made to the City at the following address: City of Jefferson, Attn: City Clerk, 220 North Chestnut Street, Jefferson, IA 50129.

Borrower may prepay the principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which is not cured in accordance with the terms of the Agreement, including the failure to make payments of principal as they may come due under the terms of the Agreement, the Borrower agrees to pay all costs and expenses of collection, including reasonable attorneys’ fees.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

This Note is secured by a real estate mortgage covering property located at 202 South Chestnut Street in Jefferson, Iowa.

PUB ADVENTURES, LLC

By: _____
Addi Meyer, Member/Manager

By: _____
Amanda Bills, Member/Manager

MINUTES

AIRPORT COMMISSION MEETING FRIDAY, MARCH 18, 2022, 12:00PM AIRPORT OFFICE

**ATTENDEES: Ryan Stott, Steve Harrison, Jim Unger, Larry Teeples, Jim Forbes,
Joyce Richardson, Guy Richardson (by speaker phone)**

- I. *Call to Order*
- II. *Open Forum – no concerned citizens appeared*
- III. *New Business*
 - A. *Recap of Minutes from March 7, 2022 meeting. Minutes from that meeting are attached.*
 - B. *A vote was held on the eviction of hangar letters and it was unanimous vote of yes. The letters are giving Kesselring in #4 and Morton in #11 until April 30, 2022 to turn over their hangars and remove their inoperable aircraft. Letters will be mailed out today.*
 - C. *A vote was held to approve hangar design and fees of \$150,000 from FAA. The vote was unanimous of yes. The design and fees will be the first step in the new hangar construction. This will get the job started. This job will be broke into sections as the new estimate was for over \$1.5 million. By breaking this work into sections, leaves room for the options of more funding from other sources. The construction has been pushed back until spring of 2023 in hopes of other ways to fund the project come in.*
- IV. *Reports*
 - A. *Manager – no new business*
- V. *Adjourn*

Jefferson Public Library

**Meeting of the Board of Trustees
Monday, April 11, 2022 6:30 PM
Library Basement Meeting Room**

AGENDA

- I. Call to Order
- II. Open Forum: this is a time for any concerned citizen to speak to the trustees about an item that is not on the agenda.
- III. Approval of Minutes of Previous Meeting
- IV. Approval of Expenditures
- V. Director's Report
 - A. Monthly Circulation & Usage Reports
 - B. Year-to-Date Monthly Financial Reports
 - C. Project Updates: Youth Dept activities, bldg. maintenance projects
- VI. Old Business
 - A. Architecture Feasibility Study
 - B. FY22 Budget amendment
 - C. Personnel
 - D. Intellectual Freedom training for staff and trustees
 - E. GCLA activities
 - F. Trustee terms
- VII. New Business
 - A. Friends activities
 - B. Adult programs
- VIII. Next Meeting – Monday, May 9 at 6:30 p.m.
- IX. Adjournment