

AGENDA

COUNCIL MEETING
Tuesday, August 8, 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. 7/26/22 regular Council minutes.
- B. Casa De Oro, Class C Liquor License
- C. Payment of monthly bills

IV. NEW BUSINESS:

- A. Consider approval of resolution approving bad debt write-offs for 2008-2009 utilities.
- B. Consider approval of Plat of Survey for Landus Cooperative
- C. Consider resolution transferring \$173,101 from the Equipment Reserve-Internal Sinking Fund to Road Use Fund.
- D. Consideration of approval of resolution for acceptance of \$600,000 grant for housing at 203 W Harrison (former Jefferson Middle School).
- E. Consider approval of Façade Rehabilitation of \$137,500 for Corner View Properties LLC at 100 and 102 N Wilson Street.
- F. Set priority workshop date.
- G. Consider resolution setting public hearing for 2022 Sewer Revenue Bonds
- H. Consider resolution authorizing call of 2012 sewer bonds.
- I. Consider first reading of sewer rate ordinance effective for FY 2023-2024.

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 8/9/22

NEW BUSINESS

- A. **Consider approval of resolution approving bad debt write-offs for 2008-2009 utilities.** The amount for the two year period is \$16,901.72
- B. **Consider approval of Plat of Survey for Landus Cooperative.** Application attached
- C. **Consider resolution transferring \$173,101 from the Equipment Reserve-Internal Sinking Fund to Road Use Fund.** The transfer is being made to cover the purchase of a new pay loader. Attached
- D. **Consideration of approval of resolution for acceptance of \$600,000 grant for housing at 203 W Harrison (former Jefferson Middle School).** Attached is the resolution along grant agreement between the City of Jefferson and Iowa Economic Development Authority.
- E. **Consider approval of Façade Rehabilitation of \$137,500 for Corner View Properties LLC at 100 and 102 N Wilson Street.** Attached is the application for the Façade program along with the conceptual drawing from Main Street Iowa.
- F. **Set priority workshop date.** Attached is the priority survey and FY 2023-2024 budget calendar. The workshop date would be 9/27/22 as part of the regular Council agenda.

Items G, H, I:

These three items relate to the wastewater treatment upgrade. A summary of the project has been included.

The Wastewater Committee met with the City financial consultant, Tim Oswald, regarding this project. He will be attending the Council meeting to discuss the next 3 items. A summary of the Plan of Finance has been included.

- G. Consider resolution setting public hearing for 2022 Sewer Revenue Bonds. This would be the first step to issue \$15
- H. Consider resolution authorizing call of 2012 sewer bonds.
- I. Consider first reading of sewer rate ordinance effective for FY 2023-2024.

COUNCIL MEETING

JULY 26, 2022

5:30 P.M.

PRESENT: Ahrenholtz, Sloan, Wetrich, Zmolek

ABSENT: Jackson

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Zmolek, second by Sloan, the Council approved the following consent agenda: July 12, 2022 Council Minutes, Shambo Enterprises, Inc. dba Olys Convenience Store, Class C Beer Permit and Cigarette/Tobacco/Nicotine/Vapor Permit for July 26, 2022 – June 30, 2023 and Spare Time Lanes and Lounge, Class C Liquor License.

AYE: Ahrenholtz, Sloan, Wetrich, Zmolek

NAY: None

RESOLUTION NO. 50-22

On motion by Wetrich, second by Sloan, the Council approved Resolution No. 50-22, a resolution approving Memorandum of Understanding Regarding Collective Bargaining Agreement.

AYE: Zmolek, Wetrich, Sloan, Ahrenholtz

NAY: None

RESOLUTION NO. 51-22

On motion by Sloan, and second by Zmolek, the Council approved Resolution No. 51-22, a resolution approving Increase to City Employee Salaries.

AYE: Sloan, Zmolek, Wetrich, Ahrenholtz

NAY: None

RESOLUTION NO. 52-22

On motion by Zmolek, and second by Wetrich, the Council approved Resolution No. 52-22, a resolution approving Sixteenth Amendment to City Administrator Employment Agreement.

AYE: Ahrenholtz, Sloan, Wetrich, Zmolek

NAY: None

ORDINANCE NO. 611

On motion by Ahrenholtz, and second by Wetrich, the Council approved the third and final adoption of an ordinance amending the code of ordinances of the City of Jefferson, Iowa, 2017, by amending provisions pertaining to the impoundment and microchipping of dogs under Section 55.17.

AYE: Ahrenholtz, Sloan, Wetrich, Zmolek

NAY: None

ORDINANCE NO. 612

On motion by Sloan, second by Ahrenholtz, the Council approved the third and final adoption of an ordinance amending the code of ordinances of the City of Jefferson, Iowa, 2017, by amending provisions pertaining to the fire department service fees under Chapter 37.

AYE: Zmolek, Wetrich, Sloan, Jackson

NAY: None

RESOLUTION NO. _____

A RESOLUTION APPROVING
BAD DEBT WRITE OFF FOR
2008-2009 UTILITIES

WHEREAS, the City of Jefferson has several utility accounts that have become uncollectible;
and

WHEREAS, it is the recommendation of the Finance Committee to write off the uncollectible debts, and the recommendation of the auditor to follow established procedures; and

WHEREAS, the total balance of the uncollectible debt is \$16,901.72, as shown on the attached aging report.

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

Section 1. The accounts shown on the attached report from 2008-2009 are hereby deemed uncollectible, and the total sum of the accounts, being \$16,901.72, is hereby written off as a bad debt.

Section 2. The Mayor, City Administrator, and City Clerk are authorized and directed to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 3. 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 August 9, 2022.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

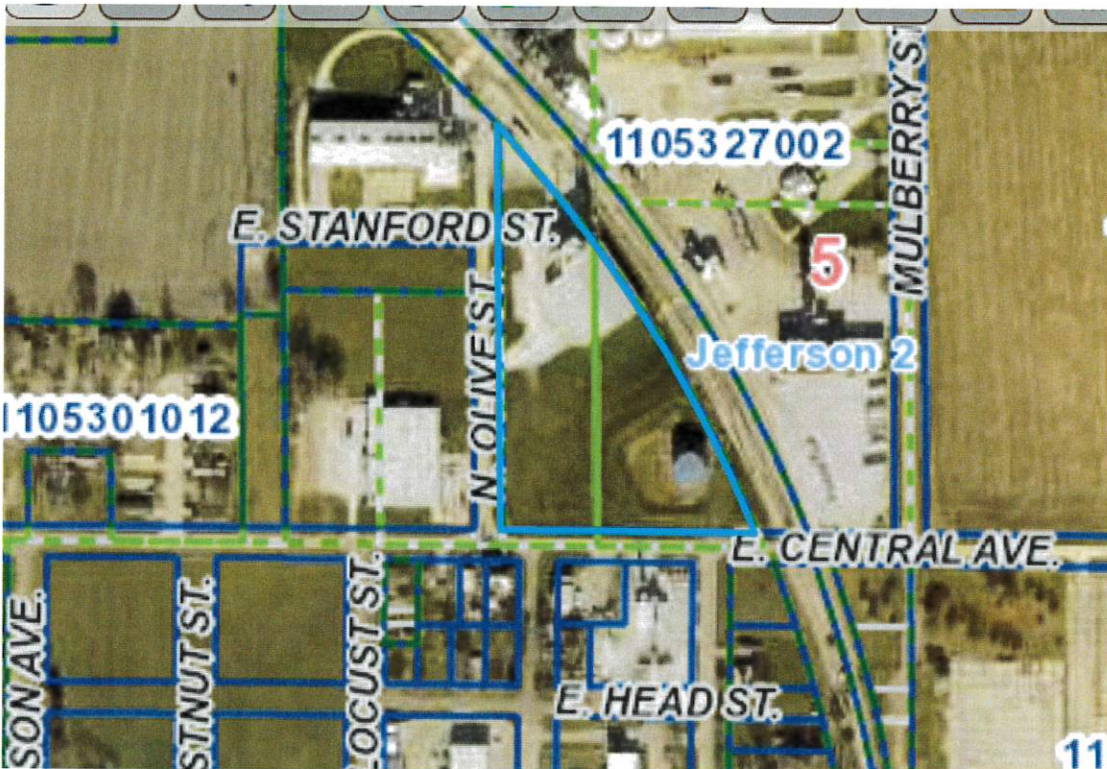
Mike Palmer

From: Chad Stevens
Sent: Monday, August 1, 2022 4:49 PM
To: David Morain; Mike Palmer; James Leiding
Subject: Landus Plat of survey
Attachments: cjeff@cityofjeffersoniowa.org_20220729_135231.pdf

Good Afternoon,
Attached is a plat of survey for landus. Below is the reason for the split. Let me know if you have any comments.

Thanks,
Chad

We want our fertilizer tank to be a part of the larger parcel that handles grain and agronomy, while the SoyChlor building (at the north end of the parcel) is part of the feed division at Landus



Chad Stevens
City of Jefferson
Building Official
220 N. Chestnut St.
Jefferson, IA 50129
(P) 515-386-4660
chads@cityofjeffersoniowa.org

EXISTING SITE INFORMATION

OWNER/APPLICANT:
 LANDUS COOPERATIVE
 220 SW 9TH ST, STE 300
 DES MOINES IA 50309-4320
 ATTN: STEVE NIELSEN
 PH: 515-370-4130
 EMAIL: STEVE.NIELSEN@LANDUS.AG

ADJOINERS:
 LANDUS COOPERATIVE ①
 220 SW 9TH ST, STE 300
 DES MOINES IA 50309-4320

COLEMAN, PATRICIA J ②
 1001 N CEDAR ST
 JEFFERSON IA 50129

CENTRAL IOWA READY-MIX, INC ③
 5550 NE 22ND ST
 DES MOINES IA 50313

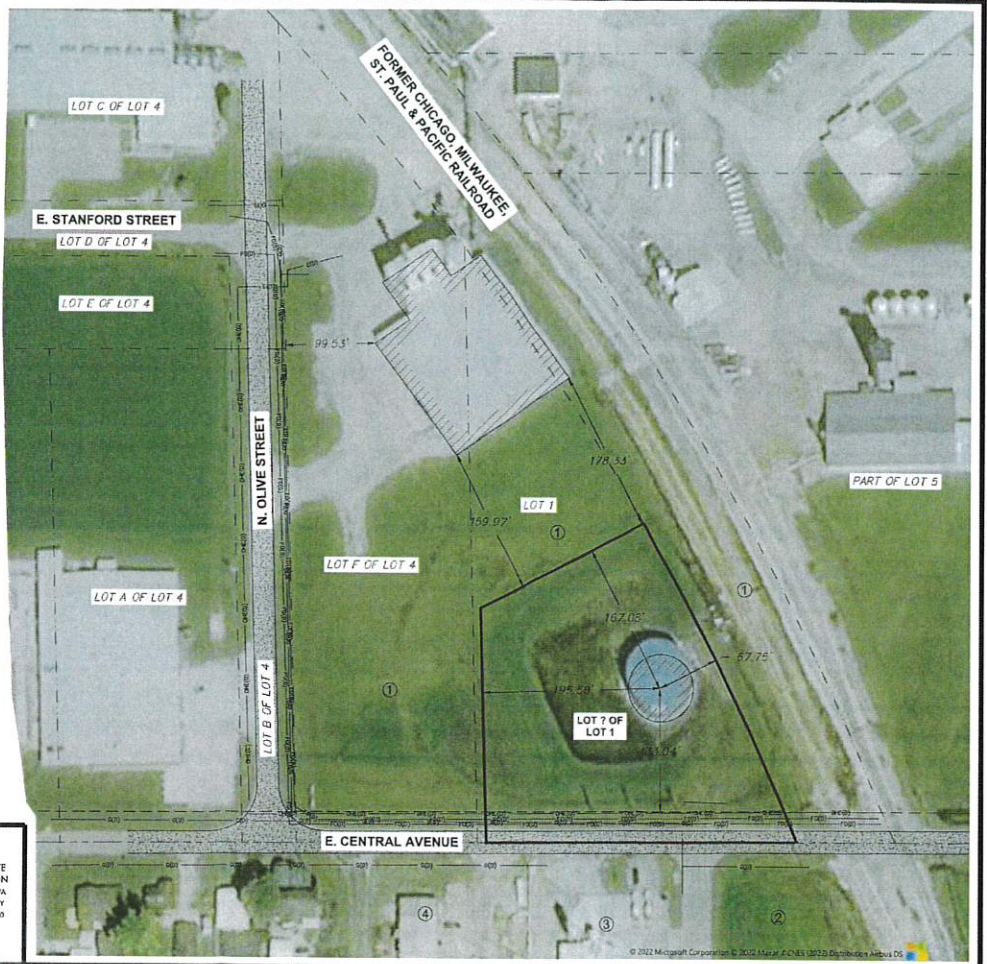
BEDNARIK, MATTHEW O & CASSANDRA J ④
 401 E CENTRAL AVE
 JEFFERSON IA 50129

ZONING:
 LI - LIGHT INDUSTRIAL

UTILITY INFORMATION:
 ALLIANT ENERGY
 CONTACT NAME : ALLIANT ENERGY FIELD ENGINEER
 CONTACT PHONE: 8002554268
 CONTACT EMAIL: LOCATE_IPL@ALLIANTENERGY.COM
 MAP(S) RECEIVED: YES

JEFFERSON, CITY OF
 CONTACT NAME : KAREN POUND
 CONTACT PHONE: 5153863111
 CONTACT EMAIL: CKPOUND@JEFF@NETINS.NET
 MAP(S) RECEIVED: NO

JEFFERSON TELEPHONE COMPANY
 CONTACT NAME : DUANE RUSSELL
 CONTACT PHONE: 5153864141
 CONTACT EMAIL: LOCATES@JEFFERSONTELECOM.COM
 MAP(S) RECEIVED: YES



McCLURE
 making lives better.
 1340 DAVY 12th Street, STE A
 Des Moines, IA 50319
 515.264.1275
 fax 515.264.1370

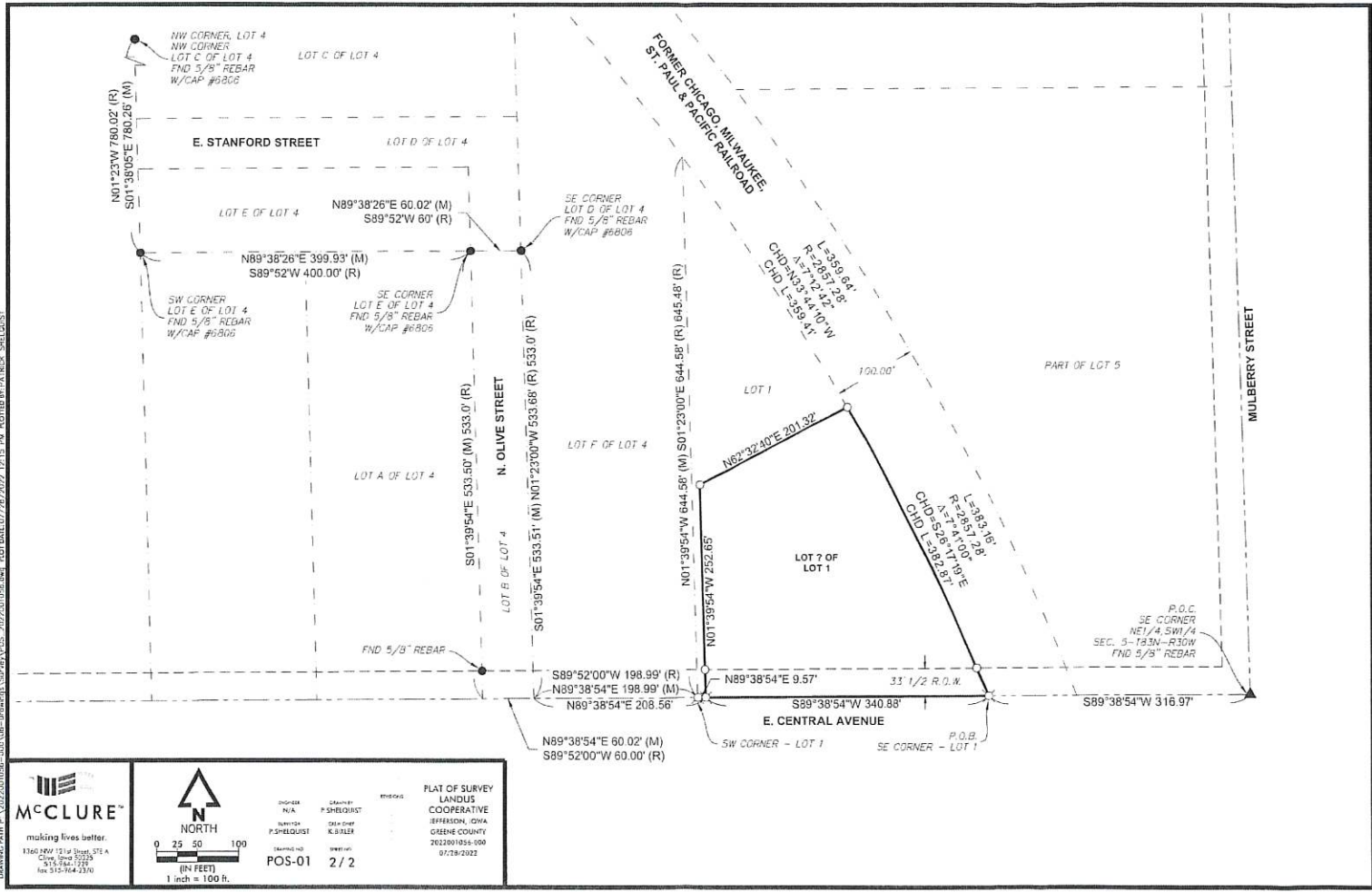


DESIGNED BY: NVA
 CHECKED BY: P. SHELDOUST
 DRAWN BY: P. SHELDOUST
 DATE: 07/28/2023
 SHEET NO: EXH-01
 OF: 01/01

EXISTING SITE INFORMATION
 JEFFERSON, IOWA
 GREENE COUNTY
 7022901056-000
 07/28/2023

Drawings File Path: \\202301056-000\06-Existing Site Info\07-28-2023-12:01 PM EXH-01 of 01.dwg Plot Date: 07/28/2023 12:01 PM PLOTTER: HP PLOTTER SHIP (0.81)

DRAWING DATE: 07/28/2022
 DRAWING TIME: 10:00 AM
 DRAWING BY: J. CLAYTON
 CHECKED BY: J. CLAYTON
 PROJECT NO: 2022-001



| | | | | |
|--|---|------------------------|--------------------------|--|
| <p>making lives better.</p> <p>1360 26th St. W. Suite 512A Oak Creek, WI 53091 Tel: 512-964-2370</p> | <p>0 25 50 100 (IN FEET) 1 inch = 100 ft.</p> | ENGINEER N/A | PLANNED BY P. SHELDON | PLAT OF SURVEY LANDLUS COOPERATIVE BERKSHIRE, CHIA. GREENE COUNTY 2022001036-000 07/28/2022 |
| | | SURVEYOR P. SHELDON | DATE DRAWN 07/28/22 | |
| | | DRAWING NO. POS-01 | SHEET NO. 2 / 2 | |

RESOLUTION NO. _____

A RESOLUTION TRANSFERRING FUNDS

WHEREAS, during the 2022-23 Fiscal Year, the City of Jefferson finds that it is in the best interest of the City that certain funds should be transferred into other funds, all in accordance with Iowa Administrative Code 545-2.5.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Jefferson authorizes the following transfer of funds as of August 9, 2022:

| From | To | Amount |
|-----------------------|--------------|---------------------|
| Equipment Reserve-ISF | Road Use Tax | \$173,101.19 |
| Total: | | \$173,101.19 |

Section 3. The Mayor, City Clerk, and City Administrator are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 4. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on August 9, 2022.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

RESOLUTION NO. _____

A RESOLUTION ACCEPTING GRANT FROM
IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR
203 WEST HARRISON STREET PROJECT

WHEREAS, the City of Jefferson, as subapplicant, has been awarded a Coronavirus State and Local Fiscal Recovery Funds Grant (the “Grant”) in the amount of \$600,000.00 by the Iowa Economic Development Authority (“IEDA”);

WHEREAS, the IEDA has presented the City with a Grant Agreement Between the Iowa Economic Development Authority and City of Jefferson (the “Grant Agreement”) that dictates the use of and processes for requesting funds of the Grant;

WHEREAS, the City of Jefferson intends to enter into a development agreement with 203 W Harrison, LLC (the “Owner”), an Iowa limited liability that will become the title holder of the property locally known as 203 West Harrison Street (the “Building”), which the Owner will rehabilitate to provide residential housing in part through funding from the Grant;

WHEREAS, the City of Jefferson desires to work with and through IEDA in conjunction with the Grant and its administration.

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

Section 1. The City Council finds that the rehabilitation, conservation, re-development, development, or a combination thereof, of the Building is in the interest of the public health, safety, or welfare of the residents of the City of Jefferson.

Section 2. The City Council further directs that the Grant Agreement shall be entered into with IEDA.

Section 3. The City shall review and consider separately the development agreement for the Building with Owner, which may come before the City Council at a later date.

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 August 9, 2022.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

**GRANT AGREEMENT BETWEEN
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND
CITY OF JEFFERSON**

AWARD NO.: 22-ARPDH-027
AWARD AMOUNT: \$600,000
TERM OF AGREEMENT: June 14, 2022 – June 14, 2024

THIS Grant Agreement (“Grant Agreement”) is between Iowa Economic Development Authority (“Authority”) and “City of Jefferson” (“Subrecipient”).

AWARD IDENTIFICATION

SUBRECIPIENT NAME: City of Jefferson
SUBRECIPIENT LEGAL ENTITY NAME: City of Jefferson
SUBRECIPIENT ADDRESS: 220 N Chestnut Street
CITY, STATE, ZIP: Jefferson, Iowa 50129
SUBRECIPIENT UEI NUMBER: DP6LLH6VEMR6
FEDERAL AWARD IDENTIFICATION NUMBER: SLFRP4374
FEDERAL AWARD DATE: July 9, 2021
GRANT PERFORMANCE START DATE: June 14, 2022
GRANT PERFORMANCE END DATE: September 30, 2026
AMOUNT OF FEDERAL FUNDS OBLIGATED: \$600,000
FEDERAL GRANT PROJECT DESCRIPTION: Coronavirus State and Local Fiscal Recovery Funds
NAME OF FEDERAL AWARDDING AGENCY: US Department of Treasury
NAME OF PASS-THROUGH ENTITY: Iowa Economic Development Authority
ADDRESS OF PASS-THROUGH ENTITY: 1963 Bell Avenue, Ste 200, Des Moines, IA 50315
AUTHORITY CONTACT INFORMATION: Nick Sorensen, 515.348.6182
ASISTANCE LISTING NUMBER: 21.027 – Coronavirus State and Local Fiscal Recovery Funds
FEDERAL AWARD AMOUNT AVAILABLE: \$20,000,000.00
IS THIS AWARD R & D: No

ARTICLE 1 - FUNDING

1.1 FUNDING SOURCE

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“the Act”), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act (“SLFRF”).

1.2 MAXIMUM PAYMENTS

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the AMOUNT OF FEDERAL FUNDS OBLIGATED specified in the above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

1.3 FAILURE TO RECEIVE GRANT FUNDS

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

ARTICLE 2 - USE OF FUNDS

2.1 GENERAL

The Subrecipient has applied for and was awarded a Downtown Housing Grant for a project located at 203 W Harrison St, Jefferson, Iowa 50129 (the "Project"). The Downtown Housing Grant Application, including all documents attached to or incorporated into the Grant Application (the "Application"), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

2.2 BUDGET

Changes from the approved budget detailed in Exhibit A must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

ARTICLE 3 – CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Subrecipient any amounts under this Grant Agreement:

3.1 GRANT AGREEMENT EXECUTED

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

3.2 DOCUMENTATION REQUIRED FOR PAYMENT

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority through IowaGrants.Gov. The Subrecipient shall submit the first draw request when it has expended Sixty Percent (60%) of the Sub-Grant amount and the required 25% minimum match requirement. The Subrecipient shall submit the final draw request for Forty Percent (40%) of the Sub-Grant amount upon substantial completion of project as determined by IEDA and the remaining match indicated in Exhibit A. The following shall accompany all draw requests:

- 3.2.1 A Draw Request Reimbursement Form (form prescribed by the Authority).
- 3.2.2 A Draw Request Itemization (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.
- 3.2.3 Documentation that the Project has a developer loan, developer cash contribution, or deferred developer fee that totals at least 25% of the award amount developer fee.
- 3.2.4 The Authority reserves the right to request additional documentation relating to expenditures to be reimbursed, including but not limited to the following:
 - 3.2.4.1 Copies of cancelled checks, invoices, receipts, staff time tracking, or payrolls. Documentation must be organized in the same order as the itemized listing of expenditures.
 - 3.2.4.2 Data completion or similar reports generated from the approved HMIS or DVIMS system.
 - 3.2.4.3 Development Agreement between City of Jefferson and Project Developer

3.3 DEADLINE FOR FINAL DRAW REQUEST

The Subrecipient shall submit draw requests, complete the construction free of liens, and have closed the permanent financing by no later than the final reimbursement deadline, September 30, 2025. Failure to request disbursement of all Grant funds by that date may result in forfeiture of the Grant and repayment of all funds disbursed to the Subrecipient. IEDA is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2025.

3.4 IOWAGRANTS.GOV.

"IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows a Recipient to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov. The IEDA reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Agreement, including but not limited to, requests for disbursement.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

The Subrecipient represents, covenants, and warrants that:

4.1 AUTHORITY

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

4.2 USE OF FUNDS

The Subrecipient will use the Grant Funds to construct and equip the Project in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

4.3 FINANCIAL INFORMATION

All financial statements and related materials concerning the Grant provided to the Authority in the Application are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

4.4 APPLICATION

The contents of the Application were a complete and accurate representation of the Project as of the date of submission, and there has been no material adverse change in the organization, operation, or key personnel of the Subrecipient since the date the Subrecipient submitted its Application that have not been communicated to the Authority.

4.5 CLAIMS AND PROCEEDINGS

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Subrecipient, threatened against or affecting the Subrecipient.

4.6 PRIOR AGREEMENTS

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

4.7 TERM OF AGREEMENT

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

5.1 WORK AND SERVICES

The Subrecipient shall perform work and services as described in Exhibit A.

5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS

The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance. The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

5.3 REPORTING

5.3.1 *Quarterly Reporting.* The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. The report for each prior Calendar Year quarter shall be due on the 10th day of January, April, July, and October or as otherwise directed by IFA. Reporting shall include, but shall not be limited to, photographs documenting progress toward project completion, collection of Key Performance Indicators, and narrative descriptions of project impact.

5.3.2 *Public Disclosure.* The Subrecipient acknowledges that any information reported may be subject to public disclosure.

5.4 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or

December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

5.5 ACCESS TO RECORDS/INSPECTIONS

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

5.6 USE OF GRANT FUNDS/TIMEFRAMES

5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.

5.6.2 Project construction shall commence no later than 6 months after award date.

5.6.3 The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Therefore, **costs incurred prior to March 3, 2021 and after December 31, 2024 are not eligible uses of these funds.** The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

5.7 NOTICE OF PROCEEDINGS

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

5.8 NOTICES TO THE AUTHORITY

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

5.9 CONFLICT OF INTEREST

- 5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.
- 5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:
- 5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.
- 5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

5.10 CONFIDENTIALITY OF RECORDS AND INFORMATION

To the extent necessary to carry out its responsibilities under this Grant Agreement, the Subrecipient's employees, agents, contractors and subcontractors and employees of contractors or subcontractors shall have access to data and information, including Personally Identifiable Information ("PII") and other private and confidential information. The PII and other private and confidential information shall remain the property of the Subrecipient at all times. All parties must use PII data protection best practices including password protection of documents, encryption at rest and post-use deletion. No information or data collected, maintained, or used in the course of performance of this Grant Agreement, including but not limited to PII or other private or confidential information, shall be disseminated by the Subrecipient or the Subrecipient's employees, agents, contractors, or subcontractors or any contractor's or subcontractor's employees, except as authorized by law or as required for the performance of this Grant Agreement.

5.11 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.11.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal Grant agreement, 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 Grant agreement, grant, loan, or cooperative agreement.

- 5.11.2 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 Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.11.3 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.

5.15 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.15.1 *Confidentiality.* The Subrecipient will implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

In connection with the above certification, the Subrecipient shall develop and implement written procedures to ensure that all records containing PII of any individual or family, who applies for and/or receives assistance, will be kept secure and confidential.

- 5.15.2 *Involvement of Homeless Individuals.* To the maximum extent possible, the Subrecipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted, in providing services assisted, and in providing services for occupants of facilities assisted.
- 5.15.3 *Participation in Fair Housing Practices.* The Subrecipient will follow fair housing practices that conform to Iowa Code 216.8, Unfair or Discriminatory Practices – Housing.
- 5.15.4 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.

5.15.5 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

5.16 DOCUMENTATION AND SIGNAGE.

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.
- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.

- 7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

7.2 NOTICE OF DEFAULT

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.3 REMEDIES UPON DEFAULT

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and
- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

ARTICLE 8 – GENERAL PROVISIONS

8.1 AMENDMENT

- 8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include extensions for completion of Grant activities, changes to the Grant including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- 8.27.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.
- 8.27.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

8.28 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A "Single Audit Not Required" form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in federal funds.

- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the organization's fiscal year.
- 8.2.3 *Closeout.* The Subrecipient agrees to provide all reports and documents as requested to the Authority. If an audit is required per 8.2.2 above, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.

8.3 UNALLOWABLE COSTS

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

8.4 SUSPENSION

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

8.5 TERMINATION

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.
- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, when it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

8.6 PROCEDURES UPON TERMINATION

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.
- 8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.
- 8.6.3 *Return of Funds.* Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within 30 days of the disallowance.

8.7 ENFORCEMENT EXPENSES

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

8.8 INDEMNIFICATION

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Grant Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 BINDING EFFECT

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

9.2 SURVIVAL OF GRANT AGREEMENT

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

9.3 GOVERNING LAW

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

9.4 WAIVERS

No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

9.5 LIMITATION

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

9.6 HEADINGS

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

9.7 INTEGRATION

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Grant Agreement.

9.8 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

9.9 DOCUMENTATION

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

9.10 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11 ORDER OF PRIORITY

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.2 Articles 1 – 9 of this Agreement

9.11.3 Exhibit A – The Application

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the latest date specified below ("Contract Effective Date").

SUBRECIPIENT: CITY OF JEFFERSON

BY: _____
Authorized Signature (Mayor)

Print Name (Mayor)

DATE: _____

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY: _____
Deborah V. Durham, Executive Director

DATE: _____

EXHIBIT A

Subrecipient's Downtown Housing Grant Application
(In Subrecipient's IowaGrants.gov Account)

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.

c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all

other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]



Application

423350 - Downtown Housing Grant - Final Application

442130 - Jefferson
Downtown Resource Center

Status: Awarded

Submitted Date: 01/31/2022 4:31 PM

Submitted By: Nate Gale Adams

Applicant Information

Primary Contact:

AnA User Id NGADAMS@IOWAID

First Name* Nate Gale Adams
First Name Middle Name Last Name

Title:

Email*: nate.g.adams@gmail.com

Address*: 17358 Berkshire Parkway

City* Clive Iowa 50325
City State/Province Postal Code/Zip

Phone*: 515-537-4499
Phone Ext.

Program Area of Interest* Workforce Housing Tax Credits

Fax:

Agency

Organization Information

Organization Name*: 203 W Harrison LLC

Organization Type*: For-Profit – Privately Held

DUNS:

Unique Entity Identifier (UEI)

Organization Website:

Address: 17358 Berkshire Parkway

City State/Province Postal Code/Zip
Clive Iowa 50325

Phone: 515-537-4499
Ext.

Fax:

Benefactor

Vendor Number

Applicant Information

The applicant information MUST be the mayor or elected official.

| | | | |
|-------------------------|-----------------------|-----------------------------|---------------|
| City (Applicant) | City of Jefferson | | |
| Primary Contact | | Matt | Gordon |
| | Salutation | First Name | Last Name |
| Address | 220 N Chestnut Street | | |
| City/State/Zip | Jefferson | Iowa | 50129 |
| | City | State | Zip Code |
| Phone/E-mail | 515-386-3111 | mattgordonforiowa@gmail.com | |
| | Phone | E-mail | |

2CFR Chapter I Part 25 requires applicants to maintain an active SAM registration. Don't have a UEI (Unique Entity Identifier)? Visit www.SAM.gov for more information.

DP6LLH6VEMR6
UEI (Unique Entity Identifier)

Congressional District(s) Involved or Affected by this Proposal 3rd - Rep Cindy Axne
Congressional Map

Iowa Senate District(s) Involved or Affected by this Proposal 24
District Map

Iowa House District(s) Involved or Affected by this Proposal 47
District Map

Housing Project Information

The criteria listed in the Grant Scoring Criteria document are a general overview of the scoring criteria used to evaluate applications for the grant program. The criteria are not all inclusive, but rather a general set of questions that can provide a more clear direction to the applicants.

Required attachments are not scored individually. However, they do provide additional, critical information to help answer individual questions in the application. For instance, photos will help clarify the existing condition of the building as well as its architectural character and significance. Plans, renderings and cost estimates are vital in helping to clarify the scope of the work to be performed.

The Budget Form is part of the grant application and MUST be completed. Additional pro forma or other financial analyses can be included in the financial commitments attachment but will NOT be considered as a substitute for the required budget form.

The scoring guidelines can be downloaded from the application information section in IowaGrants.

| | | | |
|------------------------|------------------------|-------|----------|
| Project Address | 203 W. Harrison Street | | |
| | Jefferson | Iowa | 50129 |
| | City | State | Zip Code |

Census Tract

Project Appropriateness

Description of the complete project The Historic Jefferson High School Housing Conversion strives to set a precedent for the innovative reuse of abandoned school buildings to address Iowa's need for rural housing.

scope of work:
(2,000 characters
maximum)

The project is a unique public/private collaboration between several entities in Jefferson, and it models how to effectively leverage local, state, and federal financing sources.

The Historic Jefferson High School (JHS) was built in 1921, with a 1952 addition of a gymnasium/auditorium and connecting corridor. The project will be a complete historic rehabilitation of the 1921 school building in accordance with the Secretary of the Interior's Standards for Rehabilitation.

The building is currently owned by the Greene County Community School District (GCCSD), and a purchase agreement has been signed with the project developer. The school district has agreed to sell the building to the developer for \$1 as well as providing asbestos remediation of the entire structure and completing demolition of the gym once approval has been received by the applicable authorities.

The City of Jefferson is also a dedicated partner; providing both tax abatement and a façade grant as described in an attached letter of intent.

As will be described in later sections, this project is part of a larger 'Three Block Project'. Since first envisioned in 2018, considerable planning and progress has occurred with this project. Unit layouts have been completed, contractors have been identified, and all financing sources have been identified, with numerous awarded, including Workforce Housing Tax Credits, Grayfield Tax Credits, and an IFA HOME Loan. There has been considerable cost escalation since the original cost projections were prepared; this grant represents the critical final source to fill the project's funding gap. The developers, partner organizations, and entire community are determined to see this challenging project succeed.

The Downtown Housing Grant funds can be attributed to all housing related expenses even though the project may include elements of commercial improvement. Use this space to clearly describe the total project scope of the proposed project including housing, commercial, and exterior improvements. Include project planning that has already occurred and a description of each major component of the project.

Description of the
housing elements of
the project:
(2,000 characters
maximum)

The Historic Jefferson High School Housing Conversion is an adaptive reuse of a vacated school building to 25 apartments, including studio, 1BR, 2BR and 3BR units.

The double-loaded corridors, grand foyer entrance, overall building layout and several other character defining features will be retained as historic characteristics during the rehabilitation. Existing flooring, plaster, casing, and interior elements will also be reused, and dropped ceilings will be removed to expose the original ceiling height.

Complementing the historic characteristics of the building will be present-day performance. An elevator will be added and the building will be fully ADA compliant. Walls (new and existing) will provide acoustic performance of STC - 50 for interior walls and STC - 55 for demising walls. Windows will be historically accurate while also utilizing a high-performance double-pane structure. Mechanical systems will be high efficiency, inverter compressor heat pumps. All lighting will be LED. The building will have new data infrastructure with fiber run to each apartment.

Unit amenities will include granite countertops, stainless steel appliances, 36" cabinets with islands, pantry storage, walk-in closets and attractive bed/bath parity. Each unit will have an in-unit washer/dryer and water heater. Large windows will provide attractive daylight and views of a proposed city park to the south and Jefferson's historic downtown to the north.

The building layout features its unique characteristics while still providing attractive units. For example, the original 1921 gym (basement level, 2 stories in height) will be converted to 5 lofted units with views of the new city park.

The project design will cater to a wide audience, including both young professionals and empty nesters looking for a 'lock and leave' option.

For complete design information, refer to the project plans attached with this application.

Clearly describe the elements of the project that are directly related to the housing portion of the project. Describe number of units, design considerations, and how the project will use appropriate rehabilitation and design practices and techniques. Describe residential amenities (laundry, high speed internet, etc.) that will be included in each unit or project. Describe green/sustainable elements that will increase the energy efficiency of the project.

Project Impact

Description of the
project's impact on the

This project will have significant and immediate impacts to Jefferson and Greene County. This project is part of a larger initiative, known as the "Three Block Project". GCCSD, with

community/downtown district:
(2,000 characters maximum)

its recent High School and Career Academy project, vacated two premium city blocks. This project is located one block from Jefferson's historic downtown and is included in the Main Street District.

Rather than allowing the buildings to deteriorate and create a detraction in the center of the community, this initiative proactively repurposes this large swath of ground into an appealing venue that will fuel population growth and support other community businesses.

The Three Block Project includes a new city park and a new daycare facility. The daycare facility is under construction, and conceptual planning for the city park has occurred. The park design includes a performance stage, multi-age playground, multi-purpose promenade, and a connection to local bike trails.

The 'third block' of the initiative is the Greene County Community Center. The city has recently hired an architect to start planning an aquatic center addition. Also underway is a feasibility study to expand the Jefferson Public Library, located immediately north of the community center. This project is the center of this entire initiative.

Repurposing this historic school building into 25 units will create the hub that can anchor the related projects of the Three Block Project. This project will also help address the critical shortage of housing in the community. There are numerous examples of individuals and families interested in moving to Jefferson only to be unable to find any housing and instead locate in a different community.

Jefferson and Greene County have experienced many successes over the previous years. Now the biggest challenge and greatest risk is adequate housing. The Historic Jefferson High School Housing Conversion is a critical project to supporting the momentum and growth in the entire community.

Clearly describe how the proposed project will exhibit strong impact on the community and the downtown. Include how the project will be a catalyst for economic development, improve the appearance of the site and community. Describe how this project fits into pertinent community goals. Describe the project's location in downtown or its relationship to downtown.

Description of the project's impact on housing in the community/downtown:
(2,000 characters maximum)

In Greene County, nearly 30% of the workforce commutes in from outside the county. Of those, 70% indicated they would consider moving if housing was available. Greene County employers have also shown significant recent growth. Over the last 3 years, 13 projects across the county resulted in over \$125 million in investment and over 115 new jobs. These jobs varied across several industries, including advanced manufacturing, banking, veterinary, and retail. There are significant plans for future expansion. Seven projects currently underway account for over 80 jobs and an additional \$20 million in investment.

The primary challenge that local employers face is finding workforce, and housing is the greatest impediment to finding employees. A recent housing study affirmed this critical need for additional housing, and that was prior to the addition of 200 jobs to the community.

This project provides a boost to the numerous ongoing, expected, and potential business expansions in the community. Jefferson and Greene County have also made numerous community investments. These expansions and investments have created a once-in-a-generation opportunity for population and employment growth.

The project also serves as a catalyst to bring additional population to Jefferson. For example, the project developers were recently contacted by several Jefferson alumni living in Colorado. The alumni were interested in moving back to the community specifically due to this project. After a meeting with the developers to review project details, the alumni expressed an interest in renting up to 5 of the 25 units.

This project also serves as an example for other communities. There are numerous abandoned school buildings across the state of Iowa, and there is a significant need for housing in rural communities. This project can help provide a playbook for other communities to follow. The project developers have already been contacted by other communities interested in similar projects.

Clearly describe how the project will support a direct impact on the growth of upper story/community housing opportunities. Clearly describe the need for the proposed project's housing in downtown: reference specific data when applicable/available. Describe how many housing units will be created and/or improved with this project.

Will the project serve as an example for

Yes

other building owners?

Will this project create new units in underutilized upper story space? Yes

Number of new units: 25

Will the project rehabilitate underutilized existing upper story apartments? No

Not Awarded Applications (INTERNAL USE ONLY)

Decline Letter

Reason for decline (if available):

Budget

| | |
|----------------------|----------------|
| Grant Request Amount | \$600,000.00 |
| Cash Match | \$6,159,127.00 |
| Total Project Cost | \$6,759,127.00 |

Sources of Funds

| Source of Funds | Amount | Commitment Status | Conditions/Additional Information |
|----------------------------|----------------|-------------------|---|
| Downtown Housing Grant | \$600,000.00 | Applied for | Current Application |
| State/Federal Funds | \$2,309,240.00 | Applied for | HTC State and Federal - signed Investor LOI |
| Local Incentives | \$300,000.00 | Secured | City of Jefferson Facade Grant - Forgiveable Loan |
| Private Equity Investment | \$250,000.00 | Secured | Cash Contribution |
| Private Loans | \$1,079,844.00 | Secured | Under Letter of Commitment |
| Other Amount (Applied for) | \$378,879.00 | Applied for | Deferred Development Fee |
| Other Amount (Secured) | \$1,841,164.00 | Secured | IFA HOME Loan / WFH&Grayfield Tax Credit Equity |
| Total | \$6,759,127.00 | | |

Tax Benefits

| Source of Tax Benefit | Yes/No | Commitment Status | Comments |
|---|--------|-------------------|--|
| Workforce Housing Tax Incentive Program | Yes | Secured | Workforce Housing Tax Credits Awarded |
| Federal Historic Tax Credit | Yes | Applied For | Part 1 submitted/1.5 held/part 2 pre-application |
| State Historic Tax Credit | Yes | Applied For | Part 1 submitted/1.5 held/part 2 pre-application |

| | | | |
|----------------------------------|-----|---------|--|
| Tax Increment Financing (Rebate) | No | | |
| New Markets Tax Credit | No | | |
| Tax Abatement | Yes | Secured | 10 year tax abatement - Loan part of Private Loans |
| Other | Yes | Secured | Grayfield Tax Credits Awarded |

Uses of Funds

| Uses | Cost (labor & materials) |
|---|--------------------------|
| Construction - Exterior Envelope | \$32,598.00 |
| Construction - Windows/Doors | \$450,776.00 |
| Construction - Roofing | \$160,463.00 |
| Construction - HVAC | \$772,465.00 |
| Construction - Plumbing | \$494,465.00 |
| Construction - Electrical | \$675,325.00 |
| Construction - Insulation | \$0.00 |
| Construction - General Carpentry | \$282,084.00 |
| Construction - Finishes (paint, carpet, fixtures, etc.) | \$1,552,942.00 |
| Construction Subtotal | \$4,421,118.00 |
| Site Preparation (staging, demo/clean-up, asbestos, etc.) | \$293,352.00 |
| Professional Services (architect, engineer, historic preservation consultant) | \$320,000.00 |
| Fees & Permits (mortar test, Iowa tax credits application, bldg permit, etc.) | \$336,984.00 |
| Other | \$981,731.00 |
| Contingencies | \$405,942.00 |
| TOTAL BUDGET | \$6,759,127.00 |

Building Information

Building Information 1

City – Property Address* 203 W. Harrison Street, Jefferson, IA 50129

Property Owner Greene County Community School District

Address 101 Ram Drive

City/State/Zip Jefferson

Iowa

Zip 50129

Telephone Numbers 515-386-4168

Cell Phone 515-370-3794

Fax

E-mail Address christensent@greenecountycsd.net

Provide background on the beneficiary. Be sure to include community involvement, length of time in the community, etc.:
(1,000 characters max.)

Managing Member Nate Adams is an employee of Principal Real Estate Investors managing several thousand market rate apartments over his 17 year tenure. Nate manages a real estate portfolio consisting of residential and commercial assets currently valued at \$1.4 billion. Nate has had personal ownership in multiple assets including 8-plexes in Marion and Independence, IA, a 92-lot residential development in West Des Moines, two student housing projects and market rate apartments on Ingersoll in downtown Des Moines.

Partner Chris Deal is a Principal at MODUS Engineering and has been involved in the design of thousands of apartments-subsidized and market rate-around the Midwest. Chris is the Developer/Owner of the Jefferson Forge, an award-winning historic rehab of a property in downtown that brought a multi-national company to the small community.

Chris is also the Developer of a mixed-use project in Jefferson to bring a restaurant and six market-rate apartments to the community.

| | |
|--|--|
| Property Address | 203 W. Harrison Street |
| Year Built | 1921 |
| If vacant, how long: | 21 |
| Square footage: | 18345 |
| Square footage: | 22236 |
| Current Use | Government Services |
| Current Use | Government Services |
| # of Residential Units | |
| Number of Residential Units | |
| Proposed Use | Residential |
| Proposed Use | Residential |
| # of Proposed Residential Units: | 25 |
| Proposed Start Date | 07/01/2022 |
| Projected Completion Date | 06/16/2023 |
| Project architect | Align Architecture |
| Listed or eligible for listing in the National Register of Historic Places | Yes |
| Does the local community have a design review process? | Yes |
| Will the project be part of a CDBG Downtown Revitalization Grant? | No |
| Will the project receive any other federal funding? | Yes |
| County/City Assessor Property Card | Historic Jefferson High School - City Assessor Property Card.pdf |
| Cost estimates for all proposed construction work. | Project Budget and Cost Estimate - Lang Construction.pdf |
| Submitted Part 1 Historic Tax Credits application | |
| Submitted Part 2 Historic Tax Credits application | |
| Detailed sketches, schematics or plans of project property or site including any design assistance drawings. (if applicable) | Historic Jefferson High School - Floor Plans and Site Plans.pdf |
| Photograph(s) of the building and/or proposed site as it currently appears. | Historic Jefferson High School - Photos Photo Key.pdf |
| Historic photographs of the property/project as available | Historic Jefferson High School - Historic Images.pdf |

Required Documents

| Attachment | Description | File Name | Type | File |
|------------|-------------|-----------|------|------|
|------------|-------------|-----------|------|------|

| | | | Size |
|---|--|--|--------|
| Project Assurances Download the Project Assurances template HERE | Project assurances signed by Owner, Developer and City as well as the purchase agreement between Owner and Developer. | Historic Jefferson High School - Project Assurances & Purchase Agreement.pdf | 2.2 MB |
| Map of downtown district with location of project marked AND location where project exterior photos were taken. | Maps and images of the the downtown Main Street district. | Historic Jefferson High School - Downtown Map & PK.pdf | 1.2 MB |
| List and description of any additional contractual liabilities pertaining to this grant proposal and other than those appearing on the Project Development cost form. | | | |
| Financing/loan commitment letters/pro formas If multiple, scan into one document and upload | Letters of commitment attached include support for sources of funds including: 1) City of Jefferson - Facade Grant / Forgivable Loan 2) City Resolution for 10 yr tax abatement 3) STC/FTC - Letter from historic consultant 4) Commitment Letter - Private Loans - Peoples Bank 5) Letter of Intent - Tax Credit Buyer 6) Other commitments associated with IFA HOME Loan, Workforce Housing Tax Credits and Grayfield Redevelopment Tax Credits are attached separately as a file under grant award letters. | Government Assistance and Financing Commitment Letters.pdf | 7.3 MB |
| Grant award letters pertaining to the project If multiple, scan into one document and upload | Award letters for the IFA HOME Loan (\$1,000,000), Workforce Housing Tax Credits (\$694,343) and Grayfield Redevelopment Tax Credits (\$620,000) | Historic Jefferson High School - Award Letters.pdf | 2.0 MB |
| Grant Recipient (City) W9 Download IRS form W9 HERE | City of Jefferson W9 | City of Jefferson W-9.pdf | 499 KB |

Minority Impact Statement

Does the proposed grant program or policy have a disproportionate or unique **positive impact** on minority persons? *

No

Could the proposed grant program or policy have a disproportionate or unique **negative impact** on minority persons? *

No

I hereby certify the information above is complete and accurate to the best of my knowledge.*

Yes

*

Managing Member

Nate

Adams

Title

First Name

Last Name

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: Corner View Properties LLC Project Name: Re/Max Building
Contact Person: Nikki Uebel Mailing Address: 100 N Wilson Ave
City, State, Zip: Jefferson IA 5029 Daytime Phone Number: 515-370-5993
Fax: _____ E-mail: uebelrealty@gmail.com
Total Project Cost: \$ _____ Amount requesting from this grant program: \$ 137,500.00
Project Address: 100 + 102 N. Wilson Ave
Project Description Restore the building back to look with out decorative roof front. Replace windows and doors, redo + repair brick exterior.

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.

City of Jefferson

Facade Phase II

- Decide your scope of work on the façade
 - Take a picture of your building
 - Work with your contractor to determine cost estimates including material list and a site plan
 - Submit application with estimates, material list and site plan
 - Facade Review Committee will review to determine if design assistance is needed, if needed we will help schedule a time
 - Once design is received proceed with construction
 - Building Inspector will inspect throughout process
 - Once construction is completed, pay the contractor the full amount
 - Present receipt of payment of bill to Facade Review Committee
 - Get reimbursed 50% of the total cost of construction
-

C&D Masonry Inc.
 2353 290th Street
 Rippey, IA 50235



Phone: 515-473-1887
 Fax: 515-428-8441
 E-mail: CandDMasonry@yahoo.com

Invoice #
 Date:

To:

Project Scope:

MIRRI VEBEL

OLD DRUGTOWN STORE
 100 + 102 N WILSON

| DESCRIPTION | | AMOUNT |
|--|---|-------------------------|
| MATERIAL + LABOR TO DEMO FRONT WOOD AWNING | | |
| REPAIR + TP EAST FACADE ON NORTH + SOUTH | AS NEEDED | \$ 30,000 ⁰⁰ |
| MAT TO TP AS NEEDED ON SOUTH ELEVATION | ALLOWANCE OF 10% | |
| SEAL SOUTH + EAST MASONRY WALLS | | |
| CLEAN TAR OFF TOP PARAPET ON SOUTH BUILDING | | |
| DEMO FRONT WINDOW + DOOR AREA TO PREPARE FOR NEW STORE FRONT | | |
| WINDOWS + DOORS | | |
| INSTALL NEW CORNICE WORK APPROX 65' | ALLOWANCE OF \$ 200 ⁰⁰ /FT. MAT ONLY | |
| DEMO OLD WINDOWS ON SOUTH ELEVATION + INSTALL NEW REPLACEMENTS | ON EAST ELEVATION | |
| INSTALL NEW REPLACEMENT UPPER WINDOWS | | |
| CLEAN ENTIRE FACADES WHEN DONE WITH WORK | | |
| NEW SIGNAGE | ALLOWANCE OF \$ 4200 ⁰⁰ | |
| ELECTRICAL LIGHTS ABOVE SIGNAGE | ALLOWANCE OF \$ 5000 ⁰⁰ | |
| NEW PARAPET CAP TO MATCH WINDOWS | | |
| ALL LIFTS + DUMPSTERS INCLUDED IN EST. | | |
| | \$ 235,000 | \$ 275,000 |
| | TOTAL | |

* NO STEEL I BEAM OR REPAIR AROUND THEM FIGURED

Make all checks payable to: C&D Masonry Inc.

Total due in 30 days. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

DESIGN CONCEPT PROPOSAL

January 7, 2022
100 N Wilson, Jefferson, IA
Project #09221 (Previous drawing #09918)



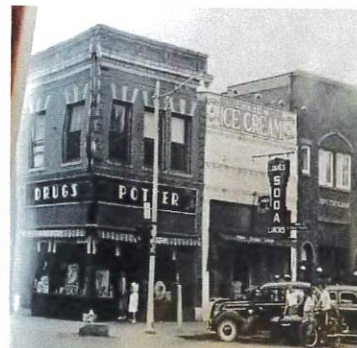
Design recommendations are based upon field inspection during the site visit and/or information provided by the owner/tenant and are conceptual only. They are not intended for construction purposes. Additional consultation, or the use of specialized consultants including a licensed architect or engineer, may be required for additional design development and for individual issues or concerns. Prior to beginning any work, consult with local officials to ensure compliance with local codes and ordinances.



Existing Building

NOTES

- This drawing proposes improvements to restore the traditional character of 100 and 102 N Wilson, making the buildings more compatible with the character of the downtown district. The property was originally two individual buildings with distinct design differences, but the buildings were combined into a single storefront at some point with a faux colonial design. While the storefront level has been significantly altered and will remain combined, this concept aims to restore the upper stories of the building to their historic configuration.
- There are a number of assumptions made regarding the basic structural system and conditions that exist behind the large mansard roof that covers the entirety of the second-floor façade. Further investigation after removal of the mansard roof will be required to assess existing conditions, historic materials, and design feasibility. MSI can provide additional design guidance once existing conditions have been revealed.



Historic Photographs

- Some masonry deterioration is present on the south and west walls. Prior to any façade improvements, assess condition of masonry walls and roof and make any necessary repairs. Engage a mason well versed in historic masonry; refer to Preservation Briefs [1](#) and [2](#) for additional guidance.
- This design restores the upper façade of the corner building (100 N Wilson). The decorative cornice has likely been damaged or removed all together with the mansard roof addition, but the brick detail and evidence of window openings likely remain. Clean and repair masonry as needed, restore window openings and reinstall cornice as shown in historic photographs. Cornices can be reconstructed out of traditional materials like metal or wood or can be replicated with lightweight synthetic materials.
- The upper façade of the second building (102 N Wilson) has been extended to match the mansard roof height. The original building had a large sign panel on the upper façade, but the actual façade appears to end just below it. That height is shown in the concept, but further investigation of the existing structure is needed to confirm. It is also not clear if the historic white brick seen in photographs is painted or white glazed brick. The type of brick will impact the recommendations for treatment: painted or 'standard' brick can be repainted or stained to coordinate with the brick on the storefront level, but glazed brick is more difficult to change. Both options are shown in the concept images.
- The basic layout of the storefront and the existing brick columns and bulkheads are retained. The upper portion of the storefront has presumably been substantially altered. The most feasible treatment likely includes elements that disguise these modifications while enhancing the traditional character of the buildings: Add a storefront cornice across both facades, signage panels with overhead lighting above the storefront windows, and a central awning to highlight the entrance. Sign panels are shown here with coordinating colors and generic signage but should be tailored to fit individual business tenants.
- New storefront windows and doors are recommended. Storefront windows should fit the full existing window openings, extending in width where shutters were previously. Two new entrance doors are shown with infill trim panels in between assuming a central interior wall division between the two commercial spaces.
- Continue the façade treatment around the corner on the South façade. The existing window openings have been shrunk slightly over time; consider restoring the window openings to their full height to enhance the interior apartments and exterior appearance. This could be done as a later phase if apartment improvements are planned.

Main Street Iowa recommendations follow the [Secretary of Interior's Standards](#) for the rehabilitation of historic buildings. Additional information on technical guidance can be found in [Preservation Briefs](#) prepared by the National Park Service.

Main Street Iowa design staff is available to provide continued assistance as the project progresses. Please contact Maia Fiala Jessen (515.348.6179 or maia.jessen@iowaeda.com) or Sarah Lembke (515.348.6181 or sarah.lembke@iowaeda.com) with any questions, requests for technical information or project updates.

FAÇADE CONCEPT WITH PAINTED/STAINED BRICK @ 102:



MAIN STREET
IOWA

DESIGN CONCEPT

Project #09221

100 N Wilson, Jefferson, IA

January 7, 2022

FAÇADE CONCEPT WITH GLAZED BRICK @ 102:



SOUTH FAÇADE CONCEPT:



MEMO

DATE: 8/9/22

TO: Mayor Gordon and the Jefferson City Council

FROM: Mike Palmer, City Administrator

SUBJECT: Priority Surveys for 2023-2024 Budget

Since 2008, the priority survey has consisted of about 30 items that provide guidance to the Council, Committees and Staff to budget funds and to keep projects and needs in perspective during the year. As new Council members are elected, the priorities serve as a historical reference as to how projects were determined. Most importantly, the priorities communicate to the public where and why the City focuses their resources.

In previous years, the Council has been asked to review the listed items and rank each one of them from 1 to 3 with a 1 as the most important. The list has been shortened by the removal of items that have consistently been near the bottom of the list (cemetery improvements) or are routine activity (organizational efficiency, obtaining grants) or items the Council had indicate that could be removed (Building maintenance, Development of north part of City, Historic preservation) or items that can be merged into another category such as Tourism into Economic Development. If there are additional priority items feel free to add them.

The approach this year will be to rank each one and spend the time at the Priority Workshop on the top 5 or 10 most important items. The results will be tabulated for the 9/27/22 priority workshop. Please try to have this filled out and returned by the next meeting on **8/23/22**.

| ITEM | # (1,2,3) | COMMENTS |
|--------------------------------------|-----------|----------|
| Street improvements | | |
| Economic Development | | |
| Park/Swimming pool improvements | | |
| Sidewalk Replacement | | |
| New Sidewalks/Shared use paths | | |
| Drainage improvements | | |
| Code enforcement | | |
| Water and sewer line improvements | | |
| Main Street/Chamber Organization | | |
| Highway 30 Coalition | | |
| Zoning overview for new development. | | |
| Housing | | |
| Lincoln Way improvements | | |
| Development of Recreation Assets | | |

| | | | |
|---|--|--|--|
| Recycling | | | |
| Golf Course | | | |
| Animal Shelter | | | |
| Neighborhood Improvement Programs | | | |
| Dog Park | | | |
| Development of three block middle school area | | | |
| OTHER | | | |

| ID | Task Name | Duration | Finish |
|----|--|-----------|--------------|
| 1 | 2023-2024 BUDGET SCHEDULE | 336 edays | Mon 6/26/23 |
| 2 | | 1 day? | Mon 7/25/22 |
| 3 | JULY 2022 | 1 day? | Mon 7/25/22 |
| 4 | | 1 day? | Mon 7/25/22 |
| 5 | Finance Committee reviews FY 2021-2022 budget numbers | 0 edays | Mon 7/25/22 |
| 6 | Finance Committee reviews FY 2023-2024 budget schedule | 0 edays | Mon 7/25/22 |
| 7 | | 1 day? | Mon 7/25/22 |
| 8 | AUGUST 2022 | 1 day? | Mon 7/25/22 |
| 9 | | 1 day? | Mon 7/25/22 |
| 10 | Budget schedule distributed | 15 edays | Tue 8/9/22 |
| 11 | Priority Survey distributed to Council members | 15 edays | Tue 8/9/22 |
| 12 | Council sets priority workshop date | 15 edays | Tue 8/9/22 |
| 13 | Finance Committee meets to review FY 2021-2022 Budget numbers | 28 edays | Mon 8/22/22 |
| 14 | FY 2021-2022 Revenue & Expenses presented to Council | 29 edays | Tue 8/23/22 |
| 15 | Priority surveys returned | 29 edays | Tue 8/23/22 |
| 16 | | 1 day? | Mon 7/25/22 |
| 17 | SEPTEMBER 2022 | 0 days | Mon 7/25/22 |
| 18 | | 1 day? | Mon 7/25/22 |
| 19 | Budget worksheets distributed to Department Heads, FD, Airport | 42 edays | Mon 9/5/22 |
| 20 | Personnel Committee meets and sets maximum salary increase rates | 50 edays | Tue 9/13/22 |
| 21 | Water/Sewer/Streets/Sanitation Committee review 2021-2022 actual budget numbers | 57 edays | Tue 9/20/22 |
| 22 | Council holds priority work session | 64 edays | Tue 9/27/22 |
| 23 | | 1 day? | Mon 7/25/22 |
| 24 | OCTOBER 2022 | 1 day? | Mon 7/25/22 |
| 25 | | 1 day? | Mon 7/25/22 |
| 26 | Revenue projections provided for General Fund | 77 edays | Mon 10/10/22 |
| 27 | Audit of 2021-2022 Fiscal Year (3 days) | 84 edays | Mon 10/17/22 |
| 28 | Water/Sewer/Streets/Sanitation Committee meet regarding revenue projections | 85 edays | Tue 10/18/22 |
| 29 | Budget numbers for non-department (ie, Eco Development, Hotel/Motel, LOST, etc.) | 88 edays | Fri 10/21/22 |
| 30 | Finance Committee meets regarding budget revenue projections and TIF asking | 91 edays | Mon 10/24/22 |
| 31 | | 1 day? | Mon 7/25/22 |
| 32 | NOVEMBER 2022 | 1 day? | Mon 7/25/22 |
| 33 | | 1 day? | Mon 7/25/22 |
| 34 | Water/Sewer/Streets/Sanitation Committee meet regarding proposed budget | 113 edays | Tue 11/15/22 |
| 35 | Budget numbers due to Accounting Clerk | 116 edays | Fri 11/18/22 |
| 36 | Finance reviews budget requests and urban renewal report | 119 edays | Mon 11/21/22 |
| 37 | TIF asking filed with County (due date) | 129 edays | Thu 12/1/22 |
| 38 | Urban Renewal Report filed with State (due date) | 129 edays | Thu 12/1/22 |
| 39 | | 1 day? | Mon 7/25/22 |
| 40 | DECEMBER 2022 | 1 day? | Mon 7/25/22 |
| 41 | | 1 day? | Mon 7/25/22 |
| 42 | Rough budget due to Administrator and Finance Committee | 140 edays | Mon 12/12/22 |
| 43 | Finance Committee provides comments on rough budget and CIP | 147 edays | Mon 12/19/22 |
| 44 | Rough budget and CIP sent to Council and Department Heads | 158 edays | Fri 12/30/22 |
| 45 | | 1 day? | Mon 7/25/22 |

| ID | Task Name | Duration | Finish |
|----|--|-----------|-------------|
| 46 | JANUARY 2023 | | |
| 47 | Maximum tax levy public hearing publication sent to newspaper | 1 day? | Mon 7/25/22 |
| 48 | Council sets public hearing date for maximum property tax | 1 day? | Mon 7/25/22 |
| 49 | Maximum tax levy public hearing publication begins | 168 edays | Mon 1/9/23 |
| 50 | Finance Committee reviews maximum property tax levy and final comments on CIP | 169 edays | Tue 1/10/23 |
| 51 | Council sets date for budget workshop | 171 edays | Thu 1/12/23 |
| 52 | Public hearing for maximum property tax rate | 182 edays | Mon 1/23/23 |
| 53 | Resolution for maximum property tax rate | 183 edays | Tue 1/24/23 |
| 54 | Council approves CIP | 183 edays | Tue 1/24/23 |
| 55 | | 183 edays | Tue 1/24/23 |
| 56 | | 1 day? | Mon 7/25/22 |
| 57 | FEBRUARY 2023 | 1 day? | Mon 7/25/22 |
| 58 | | 1 day? | Mon 7/25/22 |
| 59 | Council holds budget workshop and provides final comments | 197 edays | Tue 2/7/23 |
| 60 | Budget adoption public hearing publication sent to newspaper | 210 edays | Mon 2/20/23 |
| 61 | Council sets public hearing date for adoption of budget | 211 edays | Tue 2/21/23 |
| 62 | Budget adoption public hearing publication begins | 213 edays | Thu 2/23/23 |
| 63 | | 1 day? | Mon 7/25/22 |
| 64 | MARCH 2023 | 1 day? | Mon 7/25/22 |
| 65 | | 1 day? | Mon 7/25/22 |
| 66 | Public Hearing for adoption of FY 2023-2024 budget | 225 edays | Tue 3/7/23 |
| 67 | Adoption of budget resolution | 225 edays | Tue 3/7/23 |
| 68 | Budget Submitted to County Auditor | 249 edays | Fri 3/31/23 |
| 69 | | 1 day? | Mon 7/25/22 |
| 70 | APRIL 2023 | 1 day? | Mon 7/25/22 |
| 71 | | 1 day? | Mon 7/25/22 |
| 72 | Set the public hearing for the FY 22-23 Budget Amendments | 260 edays | Tue 4/11/23 |
| 73 | Budget amendments due to Clerk | 267 edays | Tue 4/18/23 |
| 74 | Finance Committee reviews budget amendments | 273 edays | Mon 4/24/23 |
| 75 | | 1 day? | Mon 7/25/22 |
| 76 | MAY 2023 | 1 day? | Mon 7/25/22 |
| 77 | | 1 day? | Mon 7/25/22 |
| 78 | Budget amendment public hearing to newspaper | 287 edays | Mon 5/8/23 |
| 79 | Budget amendment public hearing publication begins | 290 edays | Thu 5/11/23 |
| 80 | Public hearing for the FY 22-23 Budget Amendment | 302 edays | Tue 5/23/23 |
| 81 | FY 22-23 Budget Amendment filed with County | 310 edays | Wed 5/31/23 |
| 82 | | 1 day? | Mon 7/25/22 |
| 83 | JUNE 2023 | 1 day? | Mon 7/25/22 |
| 84 | | 1 day? | Mon 7/25/22 |
| 85 | Personnel Committee meets to establish wage increases for non union personnel. | 323 edays | Tue 6/13/23 |
| 86 | Finance Committee meets to provide comments on 2022-2023 budget process | 336 edays | Mon 6/26/23 |

I. INTRODUCTION

A. Background

The City of Jefferson, located in central Iowa, currently operates an activated sludge wastewater treatment system constructed in 1978 and upgraded in 2003.

On October 1, 2015, the City received Nutrient Reduction Requirements in their National Pollutant Discharge Elimination System (NPDES permit) issued by the Iowa Department of Natural Resources (DNR). These Nutrient Reduction Requirements called for the City of Jefferson to submit a Nutrient Reduction Feasibility Report to evaluate operational changes and additional treatment technologies to reduce total nitrogen and total phosphorus discharge. This report was submitted to the DNR on September 26, 2017.

The City of Jefferson's newly issued NPDES permit, Permit No. 3742001, was issued on November 1, 2020 and contains a Nutrient Reduction Strategy Construction Schedule. This Construction Schedule states that the recommended strategy in the Nutrient Reduction Feasibility Report must be followed and the improvements necessary to meet the strategy must be constructed by June 1, 2024. The Construction Schedule includes the following dates:

| | |
|---|---|
| 1. Submit Facility Plan | June 2020 (Amended to December 2020) |
| 2. DNR Approve Facility Plan | December 2020 (Amended to June 2021) |
| 3. Submit SRF IUP Application | June 2020 (Amended to December 2020) |
| 4. Submit Construction Permit Application | June 2022 |
| 5. DNR Issue Construction Permit | November 2022 |
| 6. Start Construction | December 2022 |
| 7. Complete Construction | June 2024 |

B. Purpose

The City of Jefferson has consulted with Bolton & Menk, Inc. to develop a Facility Plan for Wastewater System Improvements to identify financially and practically feasible options to meet their Nutrient Reduction Strategy requirements, as well as to provide improvements to their existing facility to extend its useful life through the design period. The overall goal of this Facility Plan is to provide both the City of Jefferson and the DNR with information and recommendations for improvements to the City's current activated sludge wastewater treatment system. This report will look at facility operation adjustments, facility maintenance adjustments, and improvements and/or new technologies for the City's wastewater treatment process.

C. Report Organization

This Facility Plan is organized based on the recommended layout found in Chapter 11 of the Iowa Wastewater Facilities Design Standards as well as other supporting documents. The following sections and information included in each section are summarized below:

- Section I: Introduces the background and purpose of this Facility Plan Report
- Section II: Outlines and discusses the design parameters and considerations used to develop design alternatives and cost estimates
- Section III: Describes the existing conditions of the facility as well as the



Plan of Finance – Wastewater Treatment Plant Project

Considerations

- SRF likely is cheapest provider of long-term borrowed capital in current market
- SRF requires net sewer income equal to at least 110% of annual debt service (the “coverage factor”)
 - Net income is a formula that looks like this:

Gross sewer income

Less operating expenses excluding one-time capital items, depreciation and debt service

This number is then divided by the amount of P&I on the loan, with the end result being a %,

- must be at least 110%

The City's calculation for 2022 is as follows:

| | |
|-----------------------------|-----------------|
| | <u>2022</u> |
| Gross operating revenue | 1,053,947 |
| Less net operating expenses | <u>-655,469</u> |
| Net operating income | 398,479 |
| debt service | 293,060 |
| Coverage | 136.0% |

P&I on this new bond will be around \$935K when fully drawn, up from about \$295K on current bond.

Note that carryover cash balance is not an item for calculation of net income or coverage

Rate increase needed at this time

- City will need to raise rates in order to illustrate coverage on the SRF loan once fully drawn. We are estimating that the City needs to raise its rates 11%/yr starting now, and continuing through FY27, after which we are suggesting that the City's rate ordinance increase by CPI annually thereafter.
- City will need to re-evaluate rates in 2024 to make sure it is on track to maintain at least 110% coverage.

Cash on hand in sewer fund

City ended 2022 with over \$1.5M of cash on hand in the sewer fund, an excellent balance.

- We are suggesting that the City use \$565K of this cash to call the 2012 sewer bond at this time
 - Improves coverage in the years 2023-2029, higher rate increase would have been required if those bonds remained outstanding
- We are suggesting that the City contribute \$500K of cash toward this project
 - reducing the amount borrowed by \$500K
- Using assumptions, this would have the City's sewer balance around \$800K at year end 2023
 - about 100% cash balance compared to operating expenses (excluding debt service)

Finance Plan

- Retire 2012 bonds at this time out of cash on hand in sewer fund
- Use \$500K of cash on hand in sewer fund as cash contribution to lower amount of new SRF bond
- Borrow the amount required (not more than \$15M) from the SRF
 - 1.75% interest rate plus 0.25% admin fee = 2% cost
 - 20-yr payoff with 1st payment 6/1/24

RESOLUTION NO. _____

Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$15,000,000

WHEREAS, the City of Jefferson (the "City"), in Greene County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

WHEREAS, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$15,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on August 23, 2022, at the _____, in the City, at _____ o'clock ____ .m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

RESOLUTION NO. _____

Resolution authorizing early redemption of Sewer Revenue Refunding Bonds, Series 2012

WHEREAS, the City of Jefferson (the "City"), in Greene County, State of Iowa previously issued its \$3,348,000 Sewer Revenue Refunding Bonds, Series 2012, dated March 15, 2012 (the "Series 2012 Bonds"), a portion of which remain outstanding, maturing on June 1, in each of the years and in such amounts as follows:

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-----------------------------|
| 2023 | \$280,000 |
| 2024 | \$285,000 |

; and

WHEREAS, pursuant to the resolution authorizing the issuance of the Series 2012 Bonds, the City reserved the right to call part or all of the Series 2012 Bonds for optional early redemption on June 1, 2017 or on any date thereafter, on terms of par and accrued interest; and

WHEREAS, it has been proposed that the City Council authorize the full early redemption of the Series 2012 Bonds on September 12, 2022 (the "Redemption Date");

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

Section 1. UMB Bank, n.a., as Registrar and Paying Agent for the Series 2012 Bonds, is hereby authorized to take all action necessary to call the outstanding Series 2012 Bonds for early redemption on the Redemption Date. UMB Bank, n.a. is further authorized and directed to give notice of such redemption by sending written notice by electronic means or certified mail to the registered owners of the Series 2012 Bonds at the addresses shown on the City's registration books, not less than thirty (30) days prior to the Redemption Date.

Section 2. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISION
PERTAINING TO SEWER USER CHARGES

Be it enacted by the City Council of Jefferson, Iowa:

SECTION 1. Section Amended. Section 99.04 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

99.04 SEWER USER CHARGE. Each customer shall pay a flat rate user charge and user charge rate for operation and maintenance as follows:

| Fiscal Year | Flat Rate User Charge (per month) | User Charge Rate (per 100 cubic feet of water used per month) |
|--------------------|--|--|
| 2022-23 | \$16.54 | \$6.98 |
| 2023-24 | \$18.36 | \$7.74 |
| 2024-25 | \$20.38 | \$8.59 |
| 2025-26 | \$22.62 | \$9.53 |
| 2026-27 | \$25.11 | \$10.58 |

SECTION 2. 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 3. When effective. This ordinance shall be effective as of the beginning of the monthly water and sewer billing cycle that commences immediately after this ordinance is published as required by law.

Finally passed by the Council and approved on _____, 2022.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

I hereby certify that the foregoing ordinance was published in The Jefferson Herald on _____, 2022.

Roxanne Gorsuch, City Clerk

Jefferson Public Library

Meeting of the Board of Trustees
Monday, August 8, 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. Fiscal Year-End Reports
- VI. Old Business
 - A. Architecture Feasibility Study
 - B. Personnel
 - C. Project updates
 - D. Youth and adult program updates
 - E. New Trustee orientation – Mon, August 22 from 6:30-8:00 pm
- VII. New Business
 - A. Fall hours
 - B. Investments
- VIII. Next Meeting – Monday, September 12 at 6:30 p.m.
- IX. Adjournment