

AGENDA

COUNCIL MEETING

Tuesday, June 13, 2023

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. 5/23/23 regular Council minutes.
- B. Hy-Vee Fast and Fresh, Class E Liquor License.
- C. Hy-Vee Market Café, Class C Liquor License
- D. Coaches Corner, Wild Rose Jefferson, LLC, Class C Liquor License (commercial).
- E. Wild Rose Jefferson, LLC, Class C Liquor License (commercial).
- F. Cigarette/Tobacco/Nicotine/Vapor Permits July1, 2023 – June 30, 2024.
- G. Consider approval of pay estimate #2 of \$33,570.63 to Tallgrass Land Stewardship Co. for City Hall front entrance improvements.
- H. Pay estimate #10 to Jensen Builders of \$3,059.76 for Animal Shelter
- I. Pay estimate #11 to Jensen Builders of \$45,531.04 for Animal Shelter
- J. Payment of monthly bills

IV. NEW BUSINESS:

- A. Consider approval of Airport Infrastructure Grant offer #3-19-0049-019-2023 of \$597,270.00 towards construction 100 X100 hangar.
- B. Consider approval of Airport Infrastructure Grant offer #3-19-0049-020-2023 of \$304,000.00 towards construction 100 X100 hangar.
- C. Consider approval to appoint Matt Durbin as a Jefferson Firefighter.
- D. Consider approval of 10 year Development agreement for building renovations of \$150,000 for Corner View Properties located at 100 and 102 N. Wilson Ave.
- E. Consider approval of Change Order # 2, a decrease of \$13,451.80 for the Russell Street Watermain Improvement project.
- F. Consider approval of Pay Estimate #6 in the amount of \$7,505.66 for Russell Street Watermain Improvement project.
- G. Consider approval of Change Order #1, a decrease of \$14,212.00, for 2022 Sanitary Sewer CIPP Lining.
- H. Consider approval of Pay Estimate No. 3 & Final – in the amount of \$16,081.15 for 2022 Sanitary Sewer CIPP Lining.
- I. Consider approval of Certificate of Final Acceptance Certificate and Resolution Approving Final Acceptance for 2022 Sanitary Sewer CIPP Lining.
- J. Consider approval of pay estimate #4 of \$570.00 & Final to Westbrook Const. for pool house Family restroom remodel.

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 6/13/23

NEW BUSINESS

- A. **Consider approval of Airport Infrastructure Grant offer #3-19-0049-019-2023 of \$597,270.00 towards construction 100 X100 hangar.** This grant offer captures the City's accrued FAA entitlement dollars towards use on the hangar. Attached
- B. **Consider approval of Airport Infrastructure Grant offer #3-19-0049-020-2023 of \$304,000.00 towards construction 100 X100 hangar.** This grant is utilizing the available FAA Bipartisan Law (BIL) funds towards the hangar. The \$304,000 represent FAA Share of the used BIL funds. Attached
- C. **Consider approval to appoint Matt Durbin as a Jefferson Firefighter.**
- D. **Consider approval of 10 year Development agreement for building renovations of \$150,000 for Corner View Properties located at 100 and 102 N. Wilson Ave.** Committee and Staff worked with applicant to develop a more comprehensive description of the project goals. Attached
- E. **Consider approval of Change Order # 2, a decrease of \$13,451.80 for the Russell Street Watermain Improvement project.** This item adjusts the amounts for actual quantities used. The decrease is reflected in pay estimate #6 for this project. Attached
- F. **Consider approval of Pay Estimate #6 in the amount of \$7,505.66 for Russell Street Watermain Improvement project.** Attached
- G. **Consider approval of Change Order #1, a decrease of \$14,212.00, for 2022 Sanitary Sewer CIPP Lining.** This item adjusts the amounts for actual quantities used. The decrease is reflected in pay estimate #3 for this project. Attached
- H. **Consider approval of Pay Estimate No. 3 & Final – in the amount of \$16,081.15 for 2022 Sanitary Sewer CIPP Lining.** Attached
- I. Consider approval of Certificate of Final Acceptance Certificate and Resolution Approving Final Acceptance for 2022 Sanitary Sewer CIPP Lining.
- J. **Consider approval of pay estimate #4 of \$570.00 & Final to Westbrook Const. for pool house Family restroom remodel.** Attached

COUNCIL MEETING

MAY 23, 2023

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Sloan, second by Zmolek, the Council approved the following consent items: May 9, 2023 Council minutes, Hire William Labath for part-time seasonal grounds maintenance at \$15/hr. and Cody Renwanz for part-time seasonal clubhouse help at \$12/hr. for the Jefferson Community Golf Course, Greene County Fair Association, Class C Liquor License, Fireworks permit for Wild Rose Casino July 4 to July 5, 2023, Fireworks permit for Susan Skalinski at Wild Rose Casino July 15, 2023.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

This was the time and place for the Public Hearing on FY 2022-2023 Budget Amendments. Mayor Gordon called for oral or written comments and there were none. On motion by Zmolek, second by Jackson, the Council closed the Public Hearing.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

RESOLUTION NO. 28-23

On motion by Jackson, second by Sloan, the Council approved Resolution No. 28-23, a resolution adopting FY 2022-2023 Budget Amendments.

AYE: Sloan, Jackson, Ahrenholtz, Wetrich, Zmolek

NAY: None

Item C removed.

Item D removed.

On motion by Jackson, second by Zmolek, the Council approved of \$17,913.00 with Hawkeye Flat Roof Solutions, LLC for roof rehabilitation on facility building at Wastewater treatment plant.

AYE: Ahrenholtz, Zmolek, Sloan, Jackson, Wetrich

NAY: None

On motion by Wetrich, second by Ahrenholtz, the Council approved \$37,985.00 with Hawkeye Flat Roof Solutions, LLC for roof rehabilitation on Public Works facility building.

AYE: Zmolek, Ahrenholtz, Wetrich, Jackson, Sloan

NAY: None

On motion by Sloan, second by Zmolek, the Council approved Pay estimate #3 to Shank Constructors, Inc., of \$487,482.66 for Wastewater Treatment Plant Project.

AYE: Wetrich, Sloan, Jackson, Ahrenholtz, Zmolek

NAY: None

On motion by Wetrich, second by Zmolek, the Council approved temporary street closure at Rush Ridge Road on Saturday July 1, 2023, from 6 p.m. to 10 p.m. for a neighborhood event.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Zmolek, second by Sloan, the Council approved temporary street closure for State Street from Elm to Oak Street on Sunday June 25, 2023, from 2 p.m. to 7 p.m. for a non-profit event. (Central Christian Church and First Presbyterian Church)

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

RESOLUTION NO. 29-23

On motion by Ahrenholtz, second by Jackson, the Council approved Resolution No. 29-23, a resolution in support of Workforce Housing Tax Incentive application to be submitted to the Iowa Economic Development Authority (IEDA) by Rowland Real Estate, LLC for a Housing Project in Jefferson, Iowa.

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

On motion by Jackson, second by Sloan, the Council approved the first reading of an ordinance amending The Code of Ordinances of the City of Jefferson, Iowa, by adding Chapter 122B to assist City officials and area businesses deal with Public Health and Safety issues created by the 2023 Ragbrai event.

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

ORDINANCE NO. 619

On motion by Zmolek, second by Jackson, the Council approved the second and third reading and final adoption of an ordinance amending The Code of Ordinances of the City of Jefferson, Iowa, by adding Chapter 122B to assist City officials and area businesses deal with Public Health and Safety issues created by the 2023 Ragbrai event.

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

Bill Raney updated the Council on activities at Thomas Jefferson Gardens

Ken Paxton, GCDC Director updated the Council on Greene County Development Corporation activity. On motion by Ahrenholtz, second by Zmolek, the Council approved the quarterly payment of \$12,500.00 to GCDC.

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

There being no further business the Council agreed to adjourn at 5:57 p.m.

Matt Gordon, Mayor

Roxanne Gorsuch, City Clerk

Cigarette/Tobacco/Nicotine/Vapor Permit July 1, 2023- June 30, 2024

Casey's General Stores, Inc. #1617 (Elm)

Dollar General Store #8463

Fareway Stores, Inc. #888

Hy-Vee, Inc.

Hy-Vee, Inc. d/b/a Hy-Vee Fast and Fresh

Shambo Enterprises Inc d/b/a Olys Convenience Store

Sparky's One Stop Jefferson

Wild Rose Jefferson, LLC

Contractor's Application for Payment

Owner: City of Jefferson, Iowa **Owner's Project No.:** _____
Engineer: Bolton & Menk, Inc. **Engineer's Project No.:** 0A1.124557
Contractor: Tallgrass Land Stewardship Co. **Agency's Project No.:** _____
Project: City Hall Entrance Improvements, City of Jefferson, Iowa
Contract: _____
Application No.: 2 **Application Date:** 5/31/2023
Application Period: **From** 5/1/2023 **To** 5/31/2023

1. Original Contract Price	\$	108,905.00
2. Net Change By Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	108,905.00
4. Total Work Completed And Materials Stored To Date		
5. Retainage		
a. <u>5%</u> X \$ <u>104,492.00</u> Work Completed	\$	5,224.60
b. <u>5%</u> X \$ <u>-</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	5,224.60
6. Amount Eligible To Date (Line 4 - Line 5.c)	\$	99,267.40
7. Less Previous Payments	\$	65,696.77
8. Amount Due This Application	\$	33,570.63


Contractor's Certification

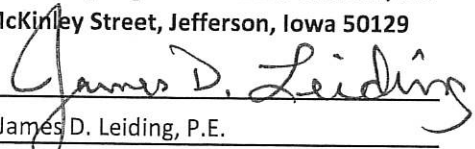
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Tallgrass Land Stewardship C.
Signature:  **Date:** 6/1/23
Name: Scott J. Smith **Title:** Principal

Recommended by Engineer: Bolton & Menk, Inc. **Approved by Owner:**
300 W. McKinley Street, Jefferson, Iowa 50129
By:  **By:** _____
Name: James D. Leiding, P.E. **Name:** Matt Gordon
Title: Project Manager **Title:** Mayor, City of Jefferson, Iowa
Date: 6-2-23 **Date:** _____

Application and Certificate for Payment

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

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

APPLICATION NO: 22014-00010
PERIOD TO: 5/31/2023
CONTRACT FOR: OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

Distribution to:


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

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

CONTRACT DATE: 11/1/2021
PROJECT NOS: 22-014 /

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

CONTRACTOR: Jensen Builders LTD
 By: *Cybil Bully-Tensvold* Date: *5/11/23*
 State of: Iowa
 County of: Webster

Subscribed and sworn to before me this _____ day of *May 2023*
 Notary Public: *Virginia Gayle Feeley*
 My commission expires: *3-19-26*


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

AMOUNT CERTIFIED \$ **3,059.76**
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: ATURA ARCHITECTURE
 Digitally signed by Mark E. 
 Number: 06.07
 1019149-09007
 Date: **June 7, 2023**

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

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 907,400.00		
2. NET CHANGE BY CHANGE ORDERS	\$ 3,220.80		
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 910,620.80		
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 910,620.80		
5. RETAINAGE:			
a. 5.0% of Completed Work	\$ 45,531.04		
b. _____ % of Stored Material	\$ _____		
(Column F on G703)			
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 45,531.04		
6. TOTAL EARNED LESS RETAINAGE	\$ 865,089.76		
(Line 4 minus Line 5 Total)			
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 862,030.00		
(Line 6 from prior Certificate)			
8. CURRENT PAYMENT DUE	\$ 3,059.76		
9. BALANCE TO FINISH, INCLUDING RETAINAGE			
(Line 3 minus Line 6)	\$ 45,531.04		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 3,220.80	\$
Total approved this month	\$ 3,220.80	\$
TOTAL	\$ 3,220.80	\$
NET CHANGES by Change Order	\$	\$

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
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AIA Document G702™ - 1992

Application and Certificate for Payment

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

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

APPLICATION NO: 22014-00011
PERIOD TO: 5/31/2023
CONTRACT FOR:

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

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

Distribution to: OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 907,400.00
 2. NET CHANGE BY CHANGE ORDERS \$ 3,220.80
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 910,620.80
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 910,620.80
 5. RETAINAGE:
 - a. _____% of Completed Work (Columns D + E on G703) \$ _____
 - b. _____% of Stored Material (Column F on G703) \$ _____
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 910,620.80
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 865,089.76
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 45,531.04
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 3,220.80	\$
Total approved this month	\$ 3,220.80	\$
TOTAL	\$ 3,220.80	\$
NET CHANGES by Change Order	\$ 3,220.80	

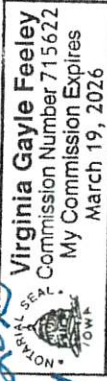
CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

CONTRACTOR: Jensen Builders LTD
By: Jensen Builders LTD Date: 5/11/23
State of: Iowa

County of: Webster
Subscribed and sworn to before me this _____ day of May, 2023



Notary Public: Virginia Gayle Feeley
My commission expires: 3-19-26

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 45,531.04
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: ATURA ARCHITECTURE
By: Atura Architecture Date: June 7, 2023

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



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 AIRPORT IMPROVEMENT PROGRAM (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 5, 2023
Airport/Planning Area	Jefferson Municipal
AIP Grant Number	3-19-0049-019-2023
Unique Entity Identifier	DP6LLH6UEMR6

TO: **City of Jefferson**

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **April 25, 2023**, for a grant of Federal funds for a project at or associated with the **Jefferson Municipal Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Jefferson Municipal Airport** (herein called the "Project") consisting of the following:

Construct Box Hangar (100ft x 100ft) - Construction Only Phase: 57.09%

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United

States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$597,270.00.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$597,270.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2023 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	June 5, 2023
Airport/Planning Area	Jefferson Municipal
Airport Infrastructure Grant Number	3-19-0049-020-2023
Unique Entity Identifier	DP6LLH6UEMR6

TO: **City of Jefferson, Iowa**
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **April 25, 2023**, for a grant of Federal funds for a project at or associated with the **Jefferson Municipal Airport** which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Jefferson Municipal Airport** (herein called the "Project") consisting of the following:

Construct Box Hangar (100ft x 100ft) - Construction Only Phase: 29.06%

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out H.R. 3684, the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$304,000.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$304,000.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

ECONOMIC DEVELOPMENT FORGIVABLE LOAN AGREEMENT

This Economic Development Forgivable Loan Agreement is dated _____, 2023 and is between the City of Jefferson, Iowa (the “**City**”), and Corner View Properties, LLC, an Iowa limited liability company (the “**Developer**”).

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

Developer has acquired property in the downtown area of Jefferson located at 100 and 102 N. Wilson Ave., legally described as follows:

The S 2/3 of Lot 144, Excluding the West 32 feet of the South 1/3, in Block 19, in the Original Town (now City) of Jefferson, Greene County, Iowa

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

Developer has acquired ownership of the Development Property and plans to make renovations and improvements to the property in the approximate amount of \$150,000.00 to renovate the façade and remove the false roof (the “**Project**”).

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

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

The parties therefore agree as follows:

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

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

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

Loan purposes before the second anniversary of the date of the initial advance of the proceeds of the Loan from City to Developer, or such later date as City in its discretion may approve in writing.

(d) Developer agrees it will continuously lease to Uebel Real Estate Services, LLC (“URES”), or the successor in interest to URES, for a period of 10 years, its currently leased and/or utilized usable square footage at the Property, to be operated as a real estate brokerage office. The remaining usable square footage on the main floor of the Development Property shall be held out for lease as commercial space, and not for non-commercial use (including but not limited to storage) by any party.

Midwest Behavioral Health (“MBH”) currently leases the remaining portion of the usable square footage on the main floor. If MBH no longer leases that space, Developer shall obtain prior written approval from the City before leasing that space to a commercial business that does not provide real estate services or behavioral health mental services.

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

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

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

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

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

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

(b) **Power and Authority.** Developer has the power and authority to own its properties and to transact the business in which it is engaged. Developer also has the power and authority to borrow and to execute, deliver and carry out the terms and provisions of this agreement and the Note and all instruments and documents delivered by it pursuant to this agreement. This agreement and the Note and all instruments and documents delivered by

Developer pursuant to this agreement have been duly authorized, executed and delivered by the Developer and such documents constitute the legal and binding agreements of the Developer, enforceable against the Developer in accordance with their respective terms, subject to (i) applicable bankruptcy, reorganization, insolvency, moratorium and other laws of general application relating to or affecting creditors' rights generally and (ii) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

(c) No Conflict. The execution or the delivery by the Developer of this agreement, the Note, and the other loan documents, and the consummation of the transactions contemplated herein or therein, and the fulfillment by the Developer of the terms hereof or thereof do not conflict with or violate, result in a breach of or constitute a default under any term or provision of the articles of organization or operating agreement of the Developer or any law or regulation or any order now applicable to the Developer of any court, regulatory body having jurisdiction over the Developer, or the terms of any indenture, deed of trust, mortgage, note, agreement or instrument to which the Developer or any of its properties is bound. The Developer has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.

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

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

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

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

(h) Information Complete. None of the information prepared and provided by Developer in connection with this transaction or any of the representations and warranties set forth in this agreement contain any untrue statement of material fact or fail to state a material fact

necessary to make the statements contained herein, in light of the circumstances in which they were made, not misleading.

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

(i) The failure to make any payment of principal under the Note given pursuant to this agreement when and as the same shall become due and payable, or the failure to make any other payments required under the Note, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise, and such failure shall continue for 10 days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Developer by City;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to City:

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

If to Developer:

Corner View Properties, LLC
Attn: Nikki Uebel
100 N Wilson Ave
Jefferson, IA 50129

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

CORNER VIEW PROPERTIES, LLC

By: _____
Nikki Uebel, Manager

CITY OF JEFFERSON

By: _____
Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

PROMISSORY NOTE

\$150,000.00

Jefferson, Iowa
_____, 2023

For value received, the undersigned, Corner View Properties, LLC, an Iowa limited liability company, (the “**Borrower**”), promises to pay to the order of the City of Jefferson (the “**City**”), the principal sum of \$150,000.00, with no interest, on June 1, 2033.

Pursuant to that certain Economic Development Forgivable Loan Agreement between the City and Borrower dated _____, 2023 (the “**Agreement**”), the City has made a forgivable loan to the Borrower in the principal amount of \$150,000.00 (the “**150,000.00 Forgivable Loan**”), the proceeds of which are to be used for the renovation and improvement of a building located at 100 and 102 N. Wilson Ave in Jefferson, Iowa, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

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

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

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

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

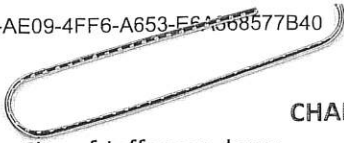
Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

This Note is secured by a real estate mortgage covering property located at 100 and 102 N. Wilson Ave in Jefferson, Iowa.

CORNER VIEW PROPERTIES, LLC

By: _____
Nikki Uebel, Manager

Witness:



CHANGE ORDER NO.: 2

Owner: City of Jefferson, Iowa
 Engineer: Bolton & Menk, Inc.
 Contractor: Morris Enterprises, Inc.
 Project: Russell Street Watermain Improvement, 2022, Jefferson, Iowa
 Contract Name:

Owner's Project No.:
 Engineer's Project No.: 0A1.126809
 Contractor's Project No.:

Date Issued: 05/31/2023 Effective Date of Change Order: 06/13/2023

The Contract is modified as follows upon execution of this Change Order:

Description: **Reconciliation of contract quantities and amount to as constructed levels**

Attachments: **Exhibit A – changed Items**

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days.]	
Original Contract Price: \$ 395,763.00		Original Contract Times: Substantial Completion: 11/25/2022 Ready for Final Payment: 05/12/2023	
[Increase] [Decrease] from previously approved Change Orders: \$ 36,541.75		[Increase] [Decrease] from previously approved Change Orders [Number of previous Change Order]: Substantial Completion: 21 Ready for Final payment: 0	
Contract Price prior to this Change Order: \$ 432,304.75		Contract Times prior to this Change Order: Substantial Completion: 12/16/2022 Ready for final payment: 05/12/2023	
[Increase] [Decrease] this Change Order: \$ 13,451.80		[Increase] [Decrease] this Change Order: Substantial Completion: 0 days Ready for Final payment: 60 days	
Contract Price incorporating this Change Order: \$ 418,852.95		Contract Times with all approved Change Orders: Substantial Completion: 12/16/2022 Ready for final payment: 7/11/2023	

Recommended by Engineer (if required)

Accepted by Contractor

By: DocuSigned by: James D. Leiding
 Title: 02A27827D89C49A... James D. Leiding, P.E., Project Manager

DocuSigned by: Ryan Morris
 Title: 857DB93FEA4D43D... Ryan Morris, President

Date: June 1, 2023

June 1, 2023

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____
 Title: Matt Gordon, Mayor

Date: _____

Contractor's Application for Payment

Owner: CITY OF JEFFERSON, IOWA	Owner's Project No.: _____
Engineer: BOLTON & MENK, INC.	Engineer's Project No.: 0A1.126809
Contractor: MORRIS ENTERPRISES, INC.	Agency's Project No.: _____
Project: RUSSELL STREET WATERMAIN IMPROVEMENT, 2022	
Contract: _____	
Application No.: 6	Application Date: 5/31/2023
Application Period: From 5/1/2023 to 5/31/2023	

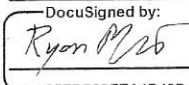
1. Original Contract Price	\$	395,763.00
2. Net change by Change Orders	\$	23,089.95
3. Current Contract Price (Line 1 + Line 2)	\$	418,852.95
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	418,852.95
5. Retainage		
a. 5% X \$ 418,852.95 Work Completed	\$	20,942.65
b. 5% X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	20,942.65
6. Amount eligible to date (Line 4 - Line 5.c)	\$	397,910.30
7. Less previous payments	\$	390,404.64
8. Amount due this application	\$	7,505.66

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

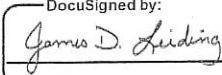
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Morris Enterprises, Inc.

Signature: 	Date: June 1, 2023
Name: Ryan Morris	Title: President

Recommended by Engineer

Approved by Owner

By: 	By: _____
Name: James D. Leiding, P.E.	Name: Matt Gordon
Title: Project Manager	Title: Mayor
Date: June 1, 2023	Date: _____

CHANGE ORDER NO.: 1

Owner: City of Jefferson, Iowa
 Engineer: Bolton & Menk, Inc.
 Contractor: AccuJet, LLC
 Project: 2022 Sanitary Sewer CIPP Lining, City of Jefferson, Iowa
 Contract Name:

Owner's Project No.:
 Engineer's Project No.: 0A1.128835
 Contractor's Project No.:

Date Issued: 05/26/2023 Effective Date of Change Order: 06/13/2023

The Contract is modified as follows upon execution of this Change Order:

Description:

Reconciliation Change Order

Attachments:
 Exhibit A

Change in Contract Price	Change in Contract Times [State Contract Times As Either a Specific Date or a Number of Days.]
Original Contract Price: \$ 335,835.00	Original Contract Times: Substantial Completion: 03/31/2023 Ready For Final Payment: 04/28/2023
[Increase] [Decrease] From Previously Approved Change Orders: \$ 0.00	[Increase] [Decrease] From Previously Approved Change Orders [Number Of Previous Change Orders]: Substantial Completion: 0 Ready For Final Payment: 0
Contract Price Prior To This Change Order: \$ 335,835.00	Contract Times Prior To This Change Order: Substantial Completion: 03/31/2023 Ready For Final Payment: 04/28/2023
[Increase] [Decrease] This Change Order: \$ 14,212.00	[Increase] [Decrease] This Change Order: Substantial Completion: 0 days Ready For Final Payment: 46 days
Contract Price Incorporating This Change Order: \$ 321,623.00	Contract Times With All Approved Change Orders: Substantial Completion: 03/31/2023 Ready For Final Payment: 06/13/2023

By: _____	Recommended by Engineer (if required)	By: _____	Accepted by Contractor
Name/Title: James D. Leiding, P.E., Project Manager	<i>James D. Leiding</i>	Name/Title: Chrissy Danger, Project Manager	<i>Chrissy Danger</i>
Date: 5-31-23		Date: 5/31/2023	
By: _____	Authorized by Owner	By: _____	Approved by Funding Agency (If Applicable)
Name/Title: Matt Gordon, Mayor		Name/Title: _____	
Date: _____		Date: _____	

Contractor's Application for Payment

Owner:	CITY OF JEFFERSON, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	0A1.128835
Contractor:	ACCUJET, LLC	Agency's Project No.:	
Project:	2022 SANITARY SEWER CIPP LINING, CITY OF JEFFERSON, IOWA		
Contract:			
Application No.:	3 & Final	Application Date:	5/26/2023
Application Period:	From 4/29/2023	to	5/26/2023

1. Original Contract Price	\$	335,835.00
2. Net Change By Change Orders	\$	(14,212.00)
3. Current Contract Price (Line 1 + Line 2)	\$	321,623.00
4. Total Work Completed and Materials Stored To Date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	321,623.00
5. Retainage		
a. _____ X \$ 321,623.00 Work Completed	\$	-
b. _____ X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount Eligible To Date (Line 4 - Line 5.c)	\$	321,623.00
7. Less Previous Payments	\$	305,541.85
8. Amount Due This Application	\$	16,081.15

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and
 (4) The applicable provisions of the Iowa Administrative Code have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: ACCUJET, LLC, 913 EVELYN STREET, PERRY, IA 50220

Signature: CHRISSEY DANGER **Date:** 5/31/2023

Name: Chrissy Danger **Title:** Project Manager

Recommended by Engineer: BOLTON & MENK, INC. 300 W. MCKINLEY STREET, JEFFERSON, IA 50129	Approved by Owner: CITY OF JEFFERSON 220 N. CHESTNUT STREET, JEFFERSON, IA 50129
By: <u>James D. Leiding</u>	By: _____
Name: <u>James D. Leiding, P.E.</u>	Name: <u>Matt Gordon</u>
Title: <u>Project Manager</u>	Title: <u>Mayor</u>
Date: <u>5-31-23</u>	Date: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: Green County Community Center
 204 W Harrison St
 Jefferson, IA 50129

PROJECT: Family Restroom Remodel

APPLICATION NO: 4
 PERIOD TO: Completion
 DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 Westbrooke Construction Company
 7207 Douglas Avenue
 Urbandale, IA 50322

VIA ARCHITECT:
 Atura Architecture
 912 N. 13th St
 Clear Lake, IA 50428

CONTRACT FOR: CONTRACT DATE: 10/12/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

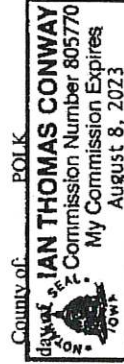
1. ORIGINAL CONTRACT SUM	\$	104,261.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	104,261.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	104,261.00
5. RETAINAGE:		
a. % of Completed Work (Column D + E on G703)	\$	5,213.05
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	5,213.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	99,047.95
7. LFSS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	98,477.95
8. CURRENT PAYMENT DUE	\$	570.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	5,213.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR: Westbrooke Construction Company

By: *Alan Conway* Date: 4-20-23



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 570.00

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



ARCHITECT: Atura Architecture Date: April 20, 2023

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

Jefferson Public Library
Meeting of the Board of Trustees
April 10, 2023, meeting

- I. Meeting called to order by Laehn. Present: Millard, Yepsen, Mount, Roberts, and Pedersen.
 - II. Open Forum: There were no members of the public attending.
 - III. Minutes from the March 20, 2023, meeting. Pedersen moved to approve, second by Yepsen, minutes approved.
 - IV. Approval of Expenditures: total March expenditures of \$21,082.17. Motion to approve by Yepsen, Pedersen second; motion approved.
 - V. Director's Report
 - A. Monthly Circulation and Usage Reports
 - a. March circulation: 2857; Usage: 4321. There were 669 in attendance for 28 programs.
 - B. Year-to-date Monthly Financials:
 - a. We have reached 75% of the financial year. We have expenses of 60.15% and revenue of 76.02% of the budget in March. We did not receive City Report.
 - b. Trust and Agency Report
 - a. March total monthly revenue of \$11,083.20, including grant dollars of \$4500.00 and county funding of \$5,397.75. Trust and Accounting expenditures were \$1,117.62.
- INVESTMENTS: Jane will get rate comparisons so we can decide how to Invest.

COUNTY FUNDING: No increase from county for funding to libraries next year.

Total distribution for 6 libraries will be \$79,540.00 plus \$10,000 for programming.

PROJECT UPDATES: New Kodak photo Kiosk is not working. Librarians are working with tech support to resolve this issue.

VI. Old Business

- A. Personnel—positions are still being advertised for substitute librarians and Office assistant.
- B. Continuing Ed and Policy updates: no progress to report.
- C. Adult Department Programs
 - Author Talk and Book Signing has been scheduled
 - National Library Week: Book Page Crafts will be at Warm Wishes, April 29th.
 - Staff is preparing for Toddler fest and National Library Week.
- D. Grants
 - a. Greene County Community Foundation grant for After-Mouse touchable was received and a GCCF grant was also received for GCLA to place an AED defibrillator in each library.
 - b. Bailey and Jane applied for a Rotary grant-\$600 of a \$1200 project to add ADA and neurodiversity books and resources to the library
- E. Pilot Program-Annual Statistics: still getting familiar with using this new tool and working with the Whofi staff to customize for our library
- F. Friends of the Library:
 - Friends postponed the murder mystery fundraiser; would like more ticket sales
 - Ragbrai: no update at this time
- G. Director's annual performance review postponed
- H. Anticipated Expenses for fiscal year-end estimates by Jane:
 - a. Equipment: over by about \$13,000.00; Trustees approved renewal of Ancestry.com for \$1,600.00; book budget will be over; \$10,000.00 annual Polaris bill to be paid in this fiscal year. Overages may be offset by salaries and benefits not used due to employees who have left.

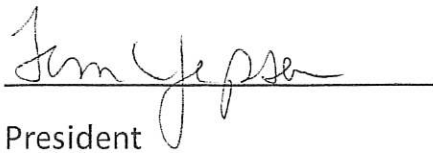
VII. New Business

At July meeting, we will need to hold an election of officers, specifically replacing the Board President and Board Secretary.

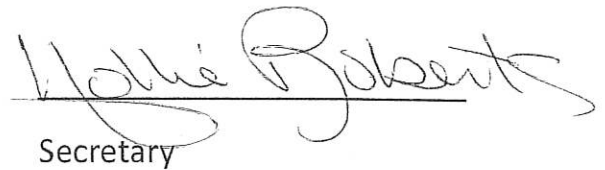
VIII. Next Meeting: Monday, May 8th, 2023.

IX. Adjournment: Yepsen moved, Pedersen seconded. Motion carried.

Submitted by Hollie Roberts, Secretary Pro-tem



President



Secretary

Jefferson Public Library

Meeting of the Board of Trustees
Monday, June 12, 2023 6:30 PM
Library Basement Meeting Room

AGENDA

- I. Call to Order
- II. Open Forum: this is a time for any concerned citizen to speak to the trustees about an item that is not on the agenda.
- III. Approval of Minutes of Previous Meeting
- IV. Approval of Expenditures
- V. Director's Report
 - A. Monthly Circulation & Usage Reports
 - B. Year-to-Date Monthly Financial Reports
 - C. Project updates
- VI. Old Business
 - A. Investments
 - B. Personnel
 - C. Youth and adult summer programs
- VII. New Business
 - A.
- VIII. Next Meeting – Monday, July 10
- IX. Adjournment