

AGENDA

COUNCIL MEETING

Tuesday, July 11, 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. 6/27/23 regular Council minutes
- B. Payment of monthly bills
- C. Pay Estimate #16 for \$10,271 of CDBG funds for 200 ½ E. State Street
- D. Pay Estimate #3 for \$2,487.10 for the City Hall Entrance Improvement Project.
- E. Approve Class C Retail Alcohol License for Jefferson Matters: Main Street for RAGBRAI.

IV. NEW BUSINESS:

- A. **PUBLIC HEARING** on a proposed Zoning Change from RS-6 Single to LI Light industrial at Maplewood addition Outlot 2, Blair's addition block 2 lot 6, Gray's addition Block 10, East ½ Block 14 all North of the railroad right of way, East 80' of the West ½ all North of the railroad right of way in Block 14.
- B. **ORDINANCE** implementing zoning change for Maplewood addition Outlot 2, Blair's addition block 2 lot 6, Gray's addition Block 10, East ½ Block 14 all North of the railroad right of way, East 80' of the West ½ all North of the railroad right of way in Block 14. First Reading with consideration to waive second and third readings.
- C. **PUBLIC HEARING** on proposed land sale of Grays Addition - E1/2 of the E1/2 all N of RR Block 14 & W1/2 Vac Locust Street Adjacent to Block 14; and Gray's Addition W1/2 of the E1/2 Block 14, all being N of RR R-O-W.
- D. **RESOLUTION** selling property described as Grays Addition - E1/2 of the E1/2 all N of RR Block 14 & W1/2 Vac Locust Street Adjacent to Block 14; and Gray's Addition W1/2 of the E1/2 Block 14, all being N of RR R-O-W.
- E. **PUBLIC HEARING** on a proposed Planned Unit Development for Rowland Real Estate at Jefferson Water Tower Replat.
- F. Rescind Approval of JCORP PUD at Jefferson Water Tower Replat.
- G. **RESOLUTION** Approving Planned Unit Development for Rowland Real Estate at Jefferson Water Tower Replat.
- H. **RESOLUTION** Approving Real Estate Purchase Agreement for 600 W Lincoln Way
- I. Consider Subordination Agreement for 100 E State Street.
- J. Consider approval of Pay estimate #5 to Shank Constructors, Inc, of \$ 475,578.44 for Waste Water Treatment Plant project.
- K. **RESOLUTION** Approving Contracts and Bonds for the Airport Hangar Building.
- L. Consider Change Order #1 for the City Hall Entrance Improvement Project in the amount of \$2,618.00
- M. Consider Purchase of Security Camera for the Impound Lot

V. REPORTS:

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

VI. ADJOURN.

TO: Mayor and City Council Members
FROM: Scott Peterson, City Administrator
SUBJECT: General Information Memo
Regular City Council Session
Tuesday, July 11, 2023 5:30 p.m.

Re-Zoning: The Council will hold a public hearing on the proposed re-zoning of four parcels from RS-6 to LI – Light Industrial. These parcels are shown on the map included herein. The Council can then consider an Ordinance implementing these zoning changes. This ordinance is forthcoming from the City Attorney. The agenda contains language allowing the Council to pass all three readings, if the Council desires.

Property Sale: Two of the parcels included in the re-zoning request (in Block 14) are owned by the City. It is proposed to sell these to Tim Buenz for the construction of a storage building. The Council will hold a public hearing prior to considering the sale of these lots to Mr. Buenz for \$500. The purchase agreement and a sheet detailing Tim’s plan to construct storage buildings on these properties are included herein.

PUD: The Council will also hold a public hearing on proposed changes to the PUD at the Jefferson Water Tower Replat. The P&Z Commission approved sending the Rowland Real Estate PUD to the Council, but noted concerns raised to them about the size of the rental units and the front yard setback of these units.

The Council will need to rescind the action previously taken establishing the JCorp PUD. The document to rescind the JCorp PUD is forthcoming from the City Attorney. The Council can then consider a resolution approving the Andy Rowland PUD. Information on Rowland’s proposed PUD is included herein.

600 W. Lincoln Way: The Council will consider the proposed purchase of property at 600 W. Lincoln Way. The City would purchase this property from Tammy Tolsdorf for \$10,000 and would pay back taxes of \$2,332 and forgive utilities on \$947.91.

Chad has contacted Region XII about the possibility of funding to assist the renovation of this house.

100 E. State Street: The Council will consider a Subordination Agreement with Home State Bank regarding the upper story apartment project at the Centennial. The City has been awarded a CDBG grant to assist with the project. Why Not Us has secured the remaining needed financing through a loan from Home State Bank.

To obtain the loan, Home State Bank needs to hold the first mortgage on the property. Currently, the City holds the first mortgage. This agreement will subordinate the City’s interest to a second mortgage during the construction period. The City will regain the first mortgage upon the bank loan being satisfied or upon the substantial completion of construction.

WWTP Pay Estimate: The Council will consider Pay Estimate #5 to Shank Constructors, Inc, for \$475,578.44 for the Wastewater Treatment Plant project. This includes the following work:

- Completion of the exterior concrete work of the sludge storage tank

- Excavation at the rapid mix tank
- Purchase orders, submittals, and engineering for masonry, coatings, and equipment
- Electrical work related to switching facility's main power feed lines/location
- Work included in Change Order 1: demolition and removal of previously unknown tank

Airport Hangar Contract and Bonds: The Council is asked to approve the contract and bonds with Jensen Builders for the Airport Hangar Project. The contract is for the base bid amount of \$1,190,028.

City Hall Entrance: Change Order No. 1 is for additional work items that were added to the project including street lamp footing, downspout intake, seal joint at building, extend drain tile, geotextile under rock mulch, existing shrub removal, hardwood mulch and city buying excess pavers. The overall increase is \$2,618.00 and revised total contract amount is \$111,523.00, increased from 108,905.00.

Impound Lot Security Camera: Included are proposals from ByteSpeed to purchase a camera and a three-year license for \$2,008, with installation by Tech Zone for \$1,675.33.

IaCMA Summer Meeting: I will be out of the office July 12th – 14th for the Iowa City Managers Association's Summer Conference in Storm Lake.

COUNCIL MEETING

JUNE 27, 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 Wetrich, second by Sloan, the Council approved the following consent items: June 13, 2023 council minutes and June 22, 2023 special council minutes.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Jackson, second by Sloan, the Council approved of the Pony Express Riders of Iowa to have a boot drive fundraiser at the 4-way stop sign of East Lincoln Way & South Chestnut Street on Friday July 14, 2023 from 4 p.m. - 6 p.m.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

On motion by Jackson, second by Ahrenholtz, the Council approved the revised sewer adjustment policy.

AYE: Jackson, Zmolek, Sloan, Wetrich, Ahrenholtz

NAY: None

Item C. removed.

On motion by Wetrich, second by Zmolek, the Council approved Pay estimate #4 to Shank Constructors, Inc., of \$1,024,287.85 for Wastewater Treatment Plant Project.

AYE: Sloan, Wetrich, Ahrenholtz, Jackson, Zmolek

NAY: None

RESOLUTION NO. 32-23

On motion by Sloan, second by Ahrenholtz, the Council approved Resolution No. 32-23, a resolution setting public hearing regarding a proposal to change the zoning classification for property at 203, 205, 207, 300 & 306 East Perry Street; 703 North Wilson Avenue; and Outlot 2 of Maplewood Addition. A public hearing date has been set for July 11, 2023 at 5:30 p.m.

AYE: Zmolek, Ahrenholtz, Sloan, Jackson, Wetrich

NAY: None

RESOLUTION NO. 33-23

On motion by Jackson, second by Wetrich, the Council approved Resolution No. 33-23, a resolution setting public hearing regarding a proposal to sell property at 205 & 207 East Perry Street. A public hearing date has been set for July 11, 2023 at 5:30 p.m.

AYE: Wetrich, Jackson, Sloan, Zmolek, Ahrenholtz

NAY: None

RESOLUTION NO. 34-23

On motion by Sloan, second by Zmolek, the Council approved Resolution No. 34-23, a resolution setting public hearing regarding a proposal to approve a planned unit development (PUD) by Rowland Real Estate, L.L.C., at Jefferson Water Tower Replat. A public hearing date has been set for July 11, 2023 at 5:30 p.m.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

Mayor Gordon presented City Administrator Michael Palmer who will be retiring July 7, 2023 with a plaque for 15 years of service with the City of Jefferson.

There being no further business the Council agreed to adjourn at 5:51 p.m.

Matt Gordon, Mayor

Roxanne Gorsuch, City Clerk



REGION XII

COUNCIL OF GOVERNMENTS

CDBG \$7,516.00

Match \$ 0.00

May 1, 2023

Mike Palmer, City Administrator
City of Jefferson
220 N Chestnut
Jefferson IA 50129

**RE: CDBG Admin. Billing #7
Second Story Housing
Contract #BG2113**

Dear Mike,

Please consider this your current invoice for administrative services provided by Region XII COG for your CDBG award.

Contract Amount	\$25,000.00
Expended to Date	\$18,649.00
Previously Billed	\$11,133.00
TOTAL DUE:	\$7,516.00

We will include the CDBG share of this amount on the next Form 1 drawdown that we prepare for you. You need not pay this bill until the check arrives from the State. If you have any questions, please contact **Karla Janning** or myself at the above phone number.

Sincerely,

Richard T. Hunsaker
Executive Director

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CDBG: \$ 0.00
 Match \$6,559.10

Lead:	Consultation Date:		
Invoice #:	6427	Order Date:	
Name:	Jefferson City View Lofts		
Address:	200 1/2 E State St		
City:	Jefferson	State:	IA Zip: 50129
Phone:	515-370-3325		
Email:	cwdeal@gmail.com		



a style for every point of view

6706 Colby Ave

Windsor Heights, IA 50324

Office 515-612-7269

www.budgetblinds.com/WestDesMoines

Service is included on all products for one year from date of install: _____

Room	IM / OM	Width	Height	Count			
Arches	IM			10	PureVu Stationary Arch Cellular Shade Light Filtering Espresso	10 @ 290	2,900.00
Big Arch	IM			1	PureVu Stationary Arch Cellular Shade Light Filtering Espresso		\$ 370.00
Shades	IM			10	PureVu Cellular Shade Cordless Lift Light Filtering Espresso	10 @ 330	\$ 3,300.00
Shades	IM			1	PureVu Cellular Shade Cordless Lift Light Filtering Espresso		\$ 450.00
Shades	IM			1	PureVu Cellular Shade Cordless Lift Light Filtering Espresso		\$ 240.00
Shades	IM			1	PureVu Cellular Shade Cordless Lift Light Filtering Espresso		260.00
Shades	IM			3	PureVu Cellular Shade Cordless Lift Light Filtering Espresso	3 @ 280	840.00
Shelves	IM			10	PureVu Palladian Shelf Black Walnut	10 @ 125	\$ 1,250.00
Big Shelf	IM			1	PureVu Palladian Shelf Black Walnut		160.00
				38			
Baseline Total							9,770.00
Commercial Discount							3,915.00
Installation							75.00
Custom Paint for Shelves							200.00
Tax							\$429.10
Grand Total							\$ 6,559.10

WARNING	ADVERTENCIA
Cords on window covering products present a potential strangulation hazard. For child safety, consider cordless alternatives or products with inaccessible cords. <small>SAFLAD-3 04/2013 ANSI/ WCMA 5.1.4</small>	Las cuerdas y cadenas y persianas presentan un peligro de estrangulación. Para la seguridad de los niños, considere alternativas sin cuerdas o productos con cuerdas y cadenas inaccesibles. <small>SAFLAD-3 04/2013 ANSI/ WCMA 5.1.4</small>

All sales are final. Time estimates are subject to manufacture's availability. If customer can not provide access for installation or accommodate receipt of product, the full balance will become due after 30 days have passed from the time of Budget Blinds' first attempt to contact for installation or delivery. Customer is responsible for choice of product, style, color and controls. The undersigned agrees to the above.

Payment	Date	Amount	CC#	SUB TOTAL
Deposit				
Deposit				
Balance				
Exp.		Code		LABOR
Name:				FREIGHT
Address:				
				TOTAL

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REGION XII COUNCIL OF GOVERNMENTS INC
 Statement of Revenues and Expenditures - REPORTS
 100 - LOCAL
 00 - ADMINISTRATIVE/DEVELOPMENT FEE
 BG13 - CITY OF JEFFERSON
 From 3/1/2023 Through 3/31/2023

		<u>Current Period Actual</u>	<u>Current Year Actual</u>
REVENUES			
LOCAL	4150	0.00	11,133.00
Total REVENUES		<u>0.00</u>	<u>11,133.00</u>
EXPENSES			
ADMINISTRATIVE/TRAINING			
ACCOUNTING		0.00	6.52
ADVERTISING/MARKETING		0.23	3.49
BOARD/MEETING EXPENSE		0.28	29.58
COMMUNICATIONS		12.30	117.03
EMPLOYEE BENEFITS		440.82	4,571.62
EMPLOYEE SALARIES		1,339.88	11,804.36
FACILITY EXPENSE		27.80	634.02
INSURANCE		2.86	45.53
MEMBERSHIP FEES		0.00	18.46
MISCELLANEOUS		0.00	1.65
OFFICE SUPPLIES		67.99	711.65
TRAVEL		33.50	417.90
CONTRACTED SERVICES-ADMIN		0.00	287.38
Total ADMINISTRATIVE/TRAINING		<u>1,925.66</u>	<u>18,649.19</u>
Total EXPENSES		<u>1,925.66</u>	<u>18,649.19</u>
EXCESS OF REVENUES OVER EXPENDITURES		<u>(1,925.66)</u>	<u>(7,516.19)</u>





REGION XII

COUNCIL OF GOVERNMENTS

CDBG \$2,755.00

Match \$ 0.00

May 17, 2023

Mike Palmer, City Administrator
City of Jefferson
220 N Chestnut
Jefferson IA 50129

**RE: CDBG Admin. Billing #8
Second Story Housing
Contract #BG2113**

Dear Mike,

Please consider this your current invoice for administrative services provided by Region XII COG for your CDBG award.

Contract Amount	\$25,000.00
Expended to Date	\$21,404.00
Previously Billed	\$18,649.00
TOTAL DUE:	\$2,755.00

We will include the CDBG share of this amount on the next Form 1 drawdown that we prepare for you. You need not pay this bill until the check arrives from the State. If you have any questions, please contact **Karla Janning** or myself at the above phone number.

Sincerely,

Richard T. Hunsaker
Executive Director

REGION XII COUNCIL OF GOVERNMENTS INC
Statement of Revenues and Expenditures - GREEN BAR BG 1
100 - LOCAL
BG13 - CITY OF JEFFERSON
From 4/1/2023 Through 4/30/2023

		Current Period Actual	Current Year Actual
REVENUES			
LOCAL	4150	0.00	11,133.00
Total REVENUES		0.00	11,133.00
EXPENSES			
ADMINISTRATIVE/TRAINING			
AUDIT-DIRECT	5051	0.00	6.52
ADVERTISING/MARKETING	5100	0.00	1.21
ADVERTISING-DIRECT	5101	0.00	2.28
BOARD/MEETING EXP	5150	8.51	31.20
MEETING EXP-DIRECT	5151	0.00	6.89
TELEPHONE/POSTAGE/COMMUNICAT	5170	14.56	94.85
TELEPHONE/POSTAGE/COMM-DIRECT	5171	25.26	62.00
EMPLOYEE BENEFITS	5200	15.78	121.06
EMPLOYEE BENEFITS-DIRECT	5201	689.57	5,155.91
EMPLOYEE SALARIES	5300	57.07	431.20
EMPLOYEE SALARIES-DIRECT	5301	1,681.32	13,111.55
FACILITY EXPENSES	5470	76.98	711.00
INSURANCE	5500	0.00	45.53
MEMBERSHIP FEES	5650	0.00	5.42
MEMBERSHIP FEES-DIRECT	5651	0.00	13.04
MISCELLANEOUS	5700	0.00	1.65
OFFICE SUPPLIES	5800	63.73	512.51
OFFICE SUPPLIES-DIRECT	5801	51.20	314.07
TRAVEL-NON TAXABLE	6150	16.98	50.60
TRAVEL NONTAXABLE-DIRECT	6151	54.37	438.63
TRAVEL - TAXABLE	6160	0.00	0.01
TRAVEL TAXABLE-DIRECT	6161	0.00	0.01
PROFESSIONAL SERVICES-ADMIN	6400	0.00	7.21
PROFESSIONAL SERVICES-DIRECT	6401	0.00	280.17
Total ADMINISTRATIVE/TRAINING		2,755.33	21,404.52
Total EXPENSES		2,755.33	21,404.52
EXCESS OF REVENUES OVER EXPENDITURES		(2,755.33)	(10,271.52)

Contractor's Application for Payment

Owner: <u>City of Jefferson, Iowa</u>	Owner's Project No.: _____
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>OA1.124557</u>
Contractor: <u>Tallgrass Land Stewardship Co.</u>	Agency's Project No.: _____
Project: <u>City Hall Entrance Improvements, City of Jefferson, Iowa</u>	
Contract: _____	
Application No.: <u>3</u>	Application Date: <u>7/5/2023</u>
Application Period: From <u>6/1/2023</u> To <u>6/30/2023</u>	

1. Original Contract Price	\$	108,905.00
2. Net Change By Change Orders	\$	2,618.00
3. Current Contract Price (Line 1 + Line 2)	\$	111,523.00
4. Total Work Completed And Materials Stored To Date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$	107,110.00
5. Retainage		
a. <u>5%</u> X \$ <u>107,110.00</u> Work Completed	\$	5,355.50
b. <u>5%</u> X \$ <u>-</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	5,355.50
6. Amount Eligible To Date (Line 4 - Line 5.c)	\$	101,754.50
7. Less Previous Payments	\$	99,267.40
8. Amount Due This Application	\$	2,487.10

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 Co.

Signature: _____	Date: _____
Name: <u>Scott J. Smith</u>	Title: <u>Principal</u>

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

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Progress Estimate - Unit Price Work

Owner: City of Jefferson, Iowa	Owner's Project No.: 0A1.124557
Engineer: Bolton & Menk, Inc.	Engineer's Project No.:
Contractor: Tallgrass Land Stewardship Co.	Agency's Project No.:
Project: City Hall Entrance Improvements, City of Jefferson, Iowa	
Contract:	

Contractor's Application for Payment

Application No.: 3 From 06/01/23 to 06/30/23 Application Date: 7/5/2023

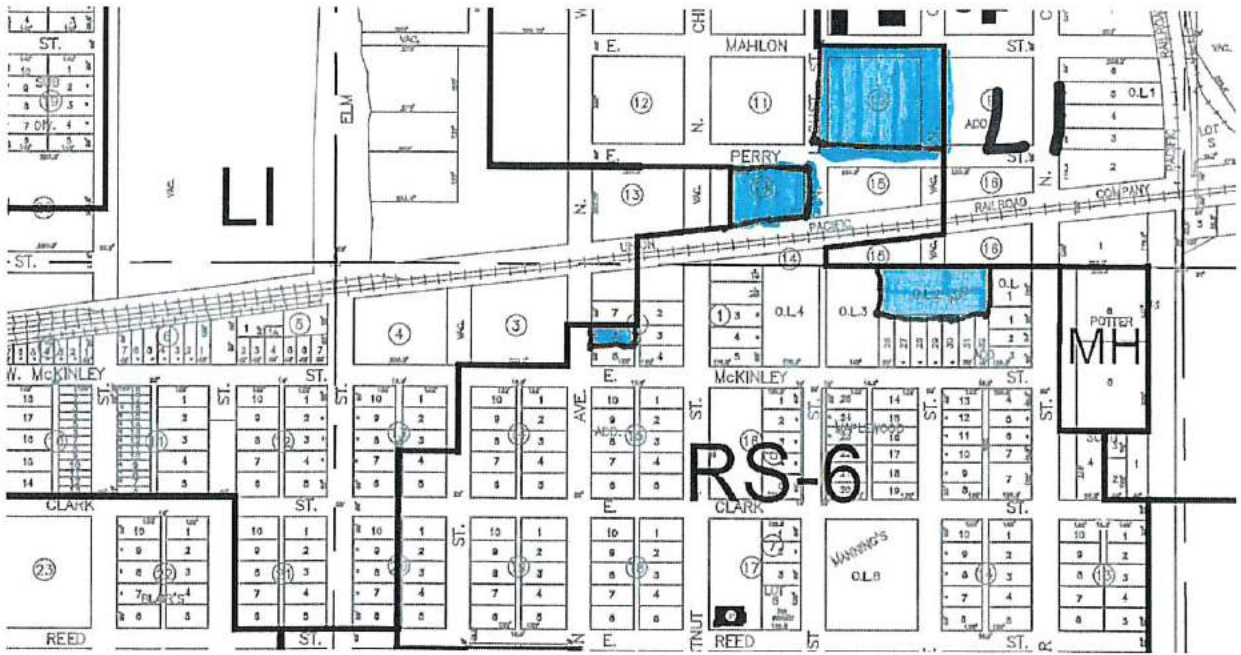
A Bid Item No.	B Description	C Item Quantity		D Contract Information		E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	F1 Quantity Previous Estimate	F2 Value Previous Estimate	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	I % of Value of Item (H / F) (%)	J Balance to Finish (F - H) (\$)
		Units	LS	Units	LS								
Original Contract													
1	CLEARING AND GRUBBING	1.00	LS	1,500.00		1,500.00	1,500.00	-	-	1.00	1,500.00	100%	-
2	TOPSOIL, ON-SITE	70.00	CY	20.00		1,400.00	1,400.00	-	-	70.00	1,400.00	100%	-
3	EXCAVATION, CLASS 13	115.00	CY	35.00		4,025.00	4,025.00	-	-	135.00	4,725.00	117%	(700.00)
4	SUBBASE, MODIFIED, 3"	310.00	SF	8.00		2,480.00	2,480.00	-	-	329.00	2,632.00	106%	(152.00)
5	SIDEWALK PAVEMENT, PCC, 5"	44.00	SY	90.00		3,960.00	3,960.00	-	-	44.00	3,960.00	100%	-
6	SIDEWALK PAVEMENT, PCC, 6"	160.00	SY	80.00		12,800.00	12,800.00	-	-	151.00	12,080.00	94%	720.00
7	CURB AND GUTTER, 30" WIDTH X 7" THICKNESS	143.00	LF	50.00		7,150.00	7,150.00	-	-	187.20	9,360.00	131%	(2,210.00)
8	CONCRETE UNIT PAVERS W/PCC BASE	20.00	SF	40.00		2,720.00	2,720.00	-	-	68.00	2,720.00	100%	-
9	DETECTABLE WARNING	185.00	SY	30.00		5,550.00	5,550.00	-	-	20.00	1,900.00	100%	-
10	PAVEMENT REMOVAL	1.00	LS	2,000.00		2,000.00	2,000.00	-	-	1.00	2,000.00	100%	-
11	TEMPORARY TRAFFIC CONTROL	0.10	AC	15,000.00		1,500.00	1,500.00	-	-	0.10	1,500.00	100%	-
12	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	17.00	EA	95.00		1,615.00	1,615.00	-	-	17.00	1,615.00	100%	-
13	DECIDUOUS SHRUBS	122.00	EA	25.00		3,050.00	3,050.00	-	-	122.00	3,050.00	100%	-
14	PERENNIAL GROUND COVER (1 GALLON)	7.00	CY	700.00		700.00	700.00	-	-	5.00	500.00	71%	200.00
15	ROCK MULCH, 3" DEPTH	28.00	CY	75.00		2,100.00	2,100.00	-	-	28.00	2,100.00	100%	-
16	AMENDED SOIL, 12" DEPTH	249.00	SF	75.00		18,675.00	18,675.00	-	-	230.00	17,250.00	92%	1,425.00
17	LIMESTONE RETAINING WALL	68.00	SF	125.00		8,500.00	8,500.00	-	-	68.00	8,500.00	100%	-
18	CONCRETE STEPS W/CHEEKWALL, PCC	12.00	LF	425.00		5,100.00	5,100.00	-	-	-	-	-	5,100.00
19	HANDBAIL, BLACK PAINTED	1.00	LS	14,000.00		14,000.00	14,000.00	-	-	1.00	14,000.00	100%	-
20	MOBILIZATION	1.00	EA	2,250.00		2,250.00	2,250.00	-	-	-	-	-	2,250.00
21	STEEL BENCH	102.00	LF	15.00		1,530.00	1,530.00	-	-	140.00	2,100.00	137%	(570.00)
22	STEEL EDGING, GREEN PAINTED, 1/8" X 4"	1.00	LS	5,000.00		5,000.00	5,000.00	-	-	1.00	5,000.00	100%	-
23	CONCRETE STOOP	-	-	-		-	-	-	-	-	-	-	-
							Original Contract Totals	\$ 108,905.00	\$	\$	\$ 104,492.00	\$	\$ 4,413.00

Change Orders													
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Units	LS	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)		
24	CHANGE ORDER NO. 1	-	-	-	-	-	-	-	-	-	-	-	-
CO1-1	STREET LAMP FOOTING	1.00	EA	400.00	400.00	-	-	1.00	400.00	-	-	-	-
CO1-2	DOWNSPOUT SUBDRAIN INTAKE	1.00	EA	50.00	50.00	-	-	1.00	50.00	-	-	-	-
CO1-3	ROUT & SEAL ALONG BUILDING	1.00	LS	250.00	250.00	-	-	1.00	250.00	-	-	-	-
CO1-4	DRAIN TILE EXTENSION NORTH TO WASHINGTON	54.00	LF	2.00	108.00	-	-	54.00	108.00	-	-	-	-
CO1-5	GEOTILE BASE FABRIC - MIRAFI 140 N	60.00	SY	10.00	600.00	-	-	60.00	600.00	-	-	-	-
CO1-6	SHRUB REMOVALS NEAR ALLEY	5.00	EA	50.00	250.00	-	-	5.00	250.00	-	-	-	-
CO1-7	HARDWOOD MULCH (NO FABRIC)	2.00	CY	80.00	160.00	-	-	2.00	160.00	-	-	-	-
CO1-8	EXCESS PATIO PAVERS SOLD TO CITY	1.00	LS	800.00	800.00	-	-	1.00	800.00	-	-	-	-
							Change Order Totals	\$	\$ 2,618.00	\$	\$	\$	\$

Original Contract and Change Orders			
Project Totals	\$	111,523.00	\$
Original Contract and Change Orders	\$	107,110.00	\$
Project Totals	\$	107,110.00	\$
Balance to Finish	\$	4,413.00	\$

12

Unit Price



REAL ESTATE PURCHASE AGREEMENT

This Agreement (the "Agreement") is made as of May _____, 2023, and entered into by and between Tim Buenz, 502 Hickory Ln, Jefferson, IA 50129 ("**Buyer**"), and the **City of Jefferson**, an Iowa municipal corporation, 220 N. Chestnut, Jefferson, IA 50129 ("**Seller**").

1. **REAL ESTATE PURCHASE.** SELLER agrees to sell, and BUYER agrees to purchase, certain real estate in Greene County, Iowa, locally described as 205 & 207 E. Perry St., Jefferson, IA, and legally described as:

All that part of the E½ of Block 14, Gray's Addition to Jefferson, Greene County, Iowa which lies North of the Right-of-Way of the Railroad, AND the W½ of that part of the vacated Locust Street between Blocks 14 and 15 in Gray's Addition to Jefferson, Greene County, Iowa, located South of East Perry Street and North of the Railroad Right-of-Way

together with any easements and appurtenant servient estates, but subject to easements, zoning restrictions, restrictive covenants and mineral reservations of record, herein referred to as the "Property," upon the following terms and conditions. The exact legal description shall be taken from the abstract of title.

2. **PURCHASE PRICE.** The Purchase Price shall be \$500.00. The balance of the Purchase Price shall be paid in cash, or other immediately available funds at the time of closing with adjustments for closing costs to be added or deducted from this amount.
3. **REAL ESTATE TAXES.** The Property is currently exempt from property tax and therefore no proration adjustment for taxes will be made at closing. Buyer shall be responsible for any taxes or special assessments levied after closing.
4. **SPECIAL ASSESSMENTS.** SELLER shall pay in full at closing all special assessments that are a lien on the Property as of the date of this Agreement and, if not paid, would become delinquent during the calendar year this Agreement is made, and all prior installments thereof. BUYER shall pay all other special assessments or installments not payable by SELLER.
5. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

6. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, title to the Property shall be delivered to BUYER on or before the Closing Date. Closing shall occur on a date mutually agreeable to the parties but not later than 20 days following the completion of the rezoning process as described in Section 9. (the "Date of Closing"), at Hoyt, Morain & Hommer, P.C., in Jefferson, IA, or at such other place as may be mutually agreed by the parties, and any charges attributable to the SELLER'S possession shall be made as of the date of closing. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. Closing shall occur after the approval of title by BUYER. This transaction shall be considered closed upon the filing of the title transfer documents and receipt of all funds due at closing from BUYER under the Agreement. SELLER shall pay the transfer tax (revenue stamps), and BUYER shall pay all filing fees due to the county recorder in connection with this transaction.
7. **FIXTURES.** Included with the Property shall be all fixtures, except any that may be included on an attached exhibit of excluded fixtures, that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances (including the kitchen refrigerator and stove), light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. All personal property owned by SELLER and located at the Property shall remain property of the SELLER, which SELLER shall remove from the Property at or before the date of Closing.
8. **CITY COUNCIL APPROVAL.** The enforceability of this Agreement is contingent upon SELLER obtaining proper approval from the Jefferson City Council to sell the described Property. SELLER shall, in good faith, make all efforts necessary to obtain such authorization from the City Council.
9. **ZONING CONTINGENCY.** Currently the Property is located in a RS-6 zoning district. The enforceability of this Agreement is contingent upon the Planning and Zoning Commission and the City Council rezoning the Property's district classification as LI (Light Industrial District).
10. **CONDITION OF PROPERTY.** Except as otherwise provided in Section 5, the Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLER in its present condition until possession, ordinary wear and tear and repairs excepted. The Property is being sold by Seller to Buyer in "AS IS WHERE IS" condition and with all faults. SELLER makes no warranties, expressed or implied, as to the condition of the Property. SELLER shall provide to BUYER a completed residential property disclosure and lead-based paint property disclosure. SELLER shall not be obligated to perform any repairs at the Property except as otherwise agreed to by the parties.

- 11. ABSTRACT AND TITLE.** SELLER, at their expense, shall promptly obtain an abstract of title for the Property, in one or more parts, continued through the date of acceptance of this Agreement, and deliver it to BUYER'S attorney for examination. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYER when the Purchase Price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees.
- 12. SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, BUYER shall pay the costs thereof. BUYER may, at BUYER'S expense prior to closing, have the property surveyed and certified by a registered land surveyor whether required or not by law. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.
- 13. ENVIRONMENTAL MATTERS.** SELLER warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. If conditions are present to warrant the necessity of a properly executed Groundwater Hazard Statement, SELLER shall provide BUYER, on the date of Closing, a properly executed Groundwater Hazard Statement showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property.
- 14. DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Quit Claim Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYER.
- 15. USE OF PURCHASE PRICE.** At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
- 16. BUYER REHABILITATION REQUIRED.** As consideration for the sale of the Property herein described, and for the Purchase Price offered, Buyer shall be required to take the following actions at the Property within the timeframe specified:

- a. Within six (6) months of the date of Buyer's possession, Buyer will, at his sole cost and expense, remove all trash, refuse, lumber, tires, vehicles (if any) and other personal property from the exterior of the Property. Buyer will also remove all overgrowth of trees and shrubs from the Property, and the Property shall be devoid of weed overgrowth.
- b. Within eighteen (18) months of the date of Buyer's possession, Buyer will, at his sole cost and expense, begin construction of a storage building on the Property.
- c. Within twenty-four (24) months of the date of Buyer's possession, Buyer shall, at his sole cost and expense, finish construction of the storage building that shall meet or exceed the residential building codes applicable to the City of Jefferson. Buyer shall make the Property available for inspection by the Seller upon reasonable notice from Seller, both before and after the deadline specified in this paragraph.
- d. Immediately after the date of Buyer's possession, and at all times thereafter, Buyer shall keep the grass trimmed at the Property as required by the City of Jefferson Code of Ordinances, and further shall remove dead leaves from the Property.
- e. If Buyer does not take the actions required under this Section 16(a) and 16(d) within the timeframes specificized, Seller may enforce the requirements by abatement. Buyer shall pay for any and all expenses incurred by the Seller through the abatement process, including but not limited to any and all legal fees and attorney fees. If Buyer does not comply with the building requirements under this Section 16(b) and 16(c) with the timeframes specified, Seller may notify Buyer in writing that he is in default of the Agreement, upon which Buyer shall executed a General Warranty Deed conveying to Seller the Property for the consideration of \$500, and Buyer shall be further required at his sole cost and expense to restore the Property to its same condition as the date of Buyer's possession.

17. REMEDIES OF THE PARTIES. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to them. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

a. If to Buyer, sent to:
Tim Buenz
502 Hickory Ln
Jefferson, IA 50129

b. If to Seller, sent to:
City of Jefferson
220 N. Chestnut St.
Jefferson, IA 50129

With a copy to:
David F. Morain
Hoyt, Morain & Hommer, P.C.
101 N. Grimmell Rd.
Jefferson, IA 50129

19. ASSIGNMENT. BUYER may assign its interest in this Agreement if Seller so agrees in writing, such agreement not to be unreasonably withheld.

20. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This Agreement shall apply to and bind the successors in interest of the parties.

21. AUTHORIZATION. Both SELLER and BUYER warrant that each has the authorization to enter into this Agreement.

22. GENERAL PROVISIONS. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. Delivery of an executed counterpart of this Agreement by facsimile or by email transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this Agreement.

23. SELLER'S REPRESENTATIONS AND COVENANTS. SELLER has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated by this Agreement. The party executing this Agreement on behalf of the SELLER has the requisite lawful authority to bind the SELLER. All action on the part of SELLER necessary for the execution and delivery of this Agreement has been taken and SELLER covenants to take all further action as necessary to complete the transactions. SELLER covenants that neither the execution and delivery of this

Agreement nor the performance of its terms will contravene or violate any law, ordinance, or governmental rule or regulation to which SELLER is subject.

24. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

25. TIME IS OF THE ESSENCE. In the performance of each part of this Agreement, time shall be of the essence.

26. CERTIFICATION. BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

27. EXECUTION. When signed by SELLER and BUYER, this Agreement shall become a binding contract. The parties may sign by original, electronic signature or facsimile at their discretion

SELLER:

CITY OF JEFFERSON

Matt Gordon, Mayor

Attest: _____
Roxanne Gorsuch, City Clerk

BUYER:

Tim Buentz

PERRY STREET STORAGE



207 East Perry St. Jefferson, IA
(515) 370-0072

Owner/Operator: Tim Buenz

Business Plan Timeline

PHASE ONE:

- Acquire Property
- Lot Cleanup
- Fence in lot for outdoor storage
- Offer outdoor storage parking to public for cars, boats, trailers, and RV/campers.

PHASE TWO:

- Construct Building & Office



PHASE THREE:

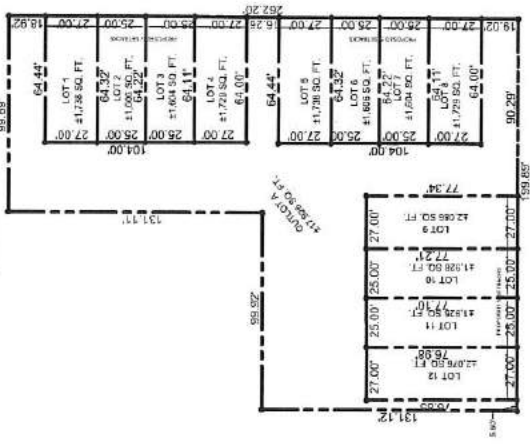
- Add Mini Storage Unit(s)



EXISTING ROADS



PUD MASTER PLAN

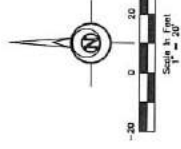


W-HEAD ST.

N WALNUT ST.

N PINE ST.

W MAHLON ST.



- LEGEND:**
- NOTE OR LED
 - SPRINKLER MANHOLE
 - TRAFFIC SIGNAL MANHOLE
 - TRAFFIC MANHOLE
 - CELEBRITY
 - ADAPTIVE
 - SHIELDWAY
 - FLARE END SECTION
 - FLARE
 - WATER VALVE
 - WATER METER
 - PROP. UTILITY LINE
 - EXISTING UTILITY LINE
 - NEW UTILITY LINE
 - PROP. FIBER OPTIC
 - EXISTING FIBER OPTIC
 - NEW FIBER OPTIC
 - PROP. OVERHEAD TEL.
 - EXISTING OVERHEAD TEL.
 - NEW OVERHEAD TEL.
 - PROP. UNDERGROUND TEL.
 - EXISTING UNDERGROUND TEL.
 - NEW UNDERGROUND TEL.
 - PROP. FENCE LINE
 - EXISTING FENCE LINE
 - NEW FENCE LINE



Architecture | Engineering | Surveying
 220 Duane Street, Des Moines, Iowa 50319 | Phone: 515.261.4400, Fax: 515.261.4401 | Email: info@elds.com

WATER TOWER PLAT 2
 LOT 13, WATER TOWER REPLAT
 JEFFERSON, IOWA

DATE:	11-20-20	PROJECT:	WATER TOWER REPLAT
DRAWN BY:	A. PILES	CHECKED BY:	A. PILES
SCALE:	1" = 20'	PROJECT NO.:	22-005 PUD SHEET - C-101

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WATER TOWER– PLANNED UNIT DEVELOPMENT

SECTION 1 - PURPOSE. The purpose of this Ordinance is to change the Official Zoning Map of the City of Jefferson, Iowa (referenced to herein as the “City”). Under the provisions of Chapter 165 (Zoning Regulations) Section 165.03 (Official Zoning Map) of the Municipal Code of the City by amending the zoning of this property from RS-6 Residential Single Family to Water Tower-Infill Planned Unit Development (referred to herein as the “PUD”).

SECTION 2 - LEGAL DESCRIPTION

Lots 1-12 of Water Tower RePlat, an Official Plat in the City of Jefferson, Greene County, Iowa recorded as Instrument #: 2015-1260 in the office of the County Recorder

AND

Lots 1-8 of Water Tower Plat 2, an Official Plat in the City of Jefferson, Greene County, Iowa to be recorded in conjunction with the PUD and Master Plan

SECTION 3 - MASTER PLAN ADOPTION. Attached hereto and made a part of this rezoning approval, for concept description and delineation is the Master Plan Document for the PUD marked Exhibit “A” (referred to herein as the “Master Plan”). The Master Plan is adopted to establish the rules, regulations, and development guidelines for the land use and performance standards pursuant to Section 165.40.4 of the Municipal Code of the City, for the development of the PUD. The Master Plan layout, including the relationship of uses to each other and the relationship of the land use to the general plan framework, and development requirements, shall be used as the implementation guide.

Individual parcels within the PUD may be developed independent of the other parcels or tracks, provided the minimum requirements are met, unless modified herein, and the development of the parcel allows for the proper development of other parcels or tracks within the PUD.

It is recognized that shifts or modifications to the Master Plan layout and reasonable adjustments to the PUD Land Use Parcel boundaries may be made in order to establish workable street patterns, storm water management systems or facilities, elevations, grades, and/or useable building sites. Any modifications to the Master Plan considered by the zoning administrator to be major or significant and any amendments to the PUD text shall be made pursuant to the Subsection 165.40.7 of the Municipal Code of the City.

SECTION 4 - REQUIRED PLANS. The following plans shall be required as a part of the processing of any development application for any property within the PUD.

- 1. Platting:** Prior to, or in conjunction with development of any portion of the PUD, the area to be developed shall be platted in accordance with the City's subdivision regulations to delineate within a plat the parcel to be developed except as noted in this Ordinance.
- 2. Development Applications:** site plans for all parcels within the PUD shall be submitted to the City for its review and approval in accordance with the City's site plan review process prior to the development and must meet the intent of the PUD and the Master Plan.

SECTION 5 - GENERAL CONDITIONS. The following general site development criteria are applicable to the PUD:

- 1.** Any regulation, standard, provision or requirement that is not specifically addressed within this Ordinance that is regulated elsewhere in the Municipal Code of the City, the requirements of the Municipal Code of the City shall be enforced.
- 2.** All subdivisions, public improvements and other general development improvements shall adhere to the standards and design criteria set forth in the Subdivision Ordinance of the City and the Statewide Urban Design Specifications (SUDAS) as adopted or as amended by the City, pertaining thereto, unless otherwise stated within this Ordinance.
- 3.** Applicable to all areas located within a 100-year frequency flood hazard zone, or in adjoining drainageways, detention areas, or other storm water management areas involving potential flood hazards, no building shall be erected which has a lowest floor elevation, including basements, of less than one (1) foot above the determined level of the one hundred (100) year frequency flood event; or the building shall be flood proofed to the same elevation in accordance with the Floodplain Ordinance of the City. No building shall be erected within 25-feet of any major drainage basin or pond, unless approved by the City.
- 4.** The Developer shall pay all construction and engineering costs for the development and improvement of its property, including improvements located in all rights-of-way to be dedicated to the City, all in accordance with the current City policies and ordinances in effect at the time of development.

SECTION 6 - LAND USE DESIGN CRITERIA. In addition to the general conditions stated above, the following land use design criteria shall apply to the areas designated on the Master Plan. The Master Plan, which is made a part of this rezoning action, delineates land use area parcels of the PUD as A and B. The following development standards and use regulations shall apply to each of the following development PUD Land Use Parcels:

1. **Land Use Lots 1- 12 Water Tower RePlat:** All general use regulations and provisions as set forth in Chapter 165, Zoning Regulations, of the City Code for RM-1, Residential Multifamily District, shall apply to any development proposal for property located within Land Use Lots 1-12 shown on the Master Plan, unless noted otherwise in this Ordinance. Land Use of Lots 1-12 incorporates approximately 0.90 acres.

a. Allowed Uses: All permitted principal and accessory uses and special uses as provided in the City Code for the RM-1 district.

b. Setbacks:

- i. Front Yard Setback - 5 feet
- ii. Side Yard Setback - 0 feet
- iii. Rear Yard Setback - 50 feet

2. **Land Use Lots 2,3,6,7 Water Tower Plat 2:** All general use regulations and provisions as set forth in Chapter 165, Zoning Regulations, of the City Code for RM-1, Residential Multifamily District, shall apply to any development proposal for property located within Land Use Lots 2,3,6 and 7 shown on the Master Plan, unless noted otherwise in this Ordinance. Land Use of Lots 2,3,6 and 7 incorporates approximately 0.55 acres.

a. Allowed Uses: All permitted principal and accessory uses and special uses as provided in the City Code for the RM-1 district.

b. Setbacks:

- i. Front Yard Setback - 25 feet
- ii. Side Yard Setback - 6 feet
- iii. Rear Yard Setback - 25 feet

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3. **Land Use Lots 1,4,5,8 Water tower Plat 2:** All general use regulations and provisions as set forth in Chapter 165, Zoning Regulations, of the City Code for RM-1, Residential Multifamily District, shall apply to any development proposal for property located within Land Use Lots 1,4,5, and 8 shown on the Master Plan, unless noted otherwise in this Ordinance.. Land Use of lots 1,4,5 and 8 incorporates approximately 0.65 acres.

a. Allowed Uses: All permitted principal and accessory uses and special uses as provided in the City Code for the RM-1 district.

b. Setbacks:

- i. Front Yard Setback - 25 feet
- ii. Side Yard Setback - 6 feet
- iii. Side Yard Setback (Street) - 15 feet
- iv. Rear Yard Setback - 25 feet

SECTION 7 - BUFFERING. No buffers are required within this PUD to transition between differing uses.

SECTION 8 - SIGNAGE. All signage shall be in compliance with the City Zoning Code regulations.

SECTION 9 - DEFINITION. The term "Developer" for the purpose of this Ordinance, shall mean any person, individual, firm, partnership, association, corporation, estate, trust, entity, or agent or same acting or proposing to subdivide land, improve or develop land including grading or installation of utilities, or plat a Land Use Area Parcel (or fractional part therein) within the PUD by improving or grading the parcel, installing utilities, or for the construction of a building or buildings or amenities.

SECTION 10 - VIOLATIONS AND PENALTIES. Any person who violates the provision of this Ordinance upon conviction shall be punished as set forth in the Municipal Code of the City.

SECTION 11 - REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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SECTION 12 - SEVERABILITY CLAUSE. In 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 13 - EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

REAL ESTATE PURCHASE AGREEMENT

This Agreement is dated _____ and entered into by and between Tammy Tolsdorf, _____ (“**Seller**”), a single person, and the City of Jefferson, an Iowa municipal corporation, 220 N. Chestnut, Jefferson, IA 50129 (“**Buyer**”).

The parties agree as follows:

1. **PROPERTY.** The undersigned Buyer hereby offers to purchase, and the undersigned Seller agrees to sell, certain real property situated in Jefferson, Iowa, locally known as 600 W. Lincoln Way, Jefferson, Iowa, and legally described as:

Lot Ten (10) in Block Thirteen (13) in Gallaher’s Second Addition to Jefferson, Greene County, Iowa;

together with all easements and servient estates appurtenant thereto and all improvements situated thereon, subject to easements for public utilities and streets, subject to zoning restrictions, and subject to such other easements, covenants, restrictions, and reservations as Buyer may approve, all of which is referred to as the “**Property.**”

2. **PURCHASE PRICE.** The Purchase Price shall be \$10,000.00, which shall be paid to the Seller at closing.

3. **REAL ESTATE TAXES.** Seller shall be responsible for all unpaid real estate taxes and interest thereon, if any, accruing from July 1, 2022, through date of closing due to her possession of the Property, and Buyer shall be given a credit at closing for that amount. Buyer will satisfy any unpaid real estate tax certificates that have been issued as a result of nonpayment of real estate taxes on the Property. Buyer will be responsible for subsequent real estate taxes.

4. **SPECIAL ASSESSMENTS.** Responsibility for all charges for solid waste removal, sewage and maintenance that are attributable to Seller’s possession, including those for which assessments arise after closing, shall be paid by Seller. However, Buyer shall abate and remove any lens currently placed on the Property for unpaid water bills. Buyer shall pay all other special assessments or installments not payable by Seller.

5. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance coverage, if any, and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

6. **POSSESSION AND CLOSING.** If Buyer and Seller timely perform all obligations, possession of the Property shall be delivered to Buyer at Buyer’s discretion following

the completion of its due diligence under this Agreement, and any adjustments of rent, insurance, interest and all charges attributable to the Seller's possession shall be made as of the date of possession. Closing shall occur after the approval of title by Buyer and vacation of the Property by Seller, but prior to possession by Buyer. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of the title transfer documents and receipt of all funds due at closing from Buyer under the Agreement. Notwithstanding anything in this Agreement, at the option of the Buyer, closing may be conditioned upon the Jefferson City Council voting in favor of the Buyer's acquisition of the Property.

7. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.

8. CITY COUNCIL APPROVAL. The enforceability of this Agreement is contingent upon Buyer obtaining proper approval from the Jefferson City Council to purchase the described Property. Buyer shall, in good faith, make all efforts necessary to obtain such authorization from the City Council.

9. ACQUISITION CONTINGENCY. Closing is contingent upon receiving and recording a general warranty deed from Dale and Jodi Ganoë, husband and wife.

10. CONDITION OF PROPERTY. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until possession, ordinary wear and tear excepted.

Seller agrees to permit Buyer to inspect the Property at its discretion following the execution of this Agreement up to and including the date of closing. Seller's agreement to permit Buyer to take samples and bring in third-parties for purposes of inspecting the structure located on the Property. Buyer agrees that it shall be liable for damage caused to the Property while it is inspecting the Property. Seller shall provide Buyer a copy of keys to the Property so that a timeline inspection can occur, and Buyer expressly warrants that it shall not make copies of said keys to the Property until closing has been held.

Buyer may, at its sole expense, have the Property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Buyer may notify in writing the Seller of any deficiency. In the event that deficiencies are found by the Buyer prior to closing, in lieu of moving forward with completion of the transaction, it may notify Seller in writing that this Agreement is thereby null and void.

Seller shall remove all personal property they desire to keep and retain from the Property prior to Closing. All parties hereto understand that the structure situated on the Property is to be razed in furtherance of city beautification, and therefore the Seller shall take notice that any personal property needs to be removed within the aforementioned timeframe or risk being forever destroyed in the razing of the structure.

11. ABSTRACT AND TITLE. Seller shall obtain an abstract of title to the Property, or Report of Title at its option, continued through the date of this Agreement, and deliver it to Buyer's attorney for examination. It shall show marketable title in Seller in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The Seller shall make every reasonable effort to promptly perfect title. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. If the Seller rescind the Agreement, it shall immediately repay to Buyer any funds provided to Seller under this Agreement. The abstract shall continue to be the property of Buyer both prior to and after closing.

12. SURVEY. Buyer may, at Buyer's expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

13. ENVIRONMENTAL MATTERS.

a. Seller warrants to the best of her knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. If required, by law Seller shall also provide Buyer with a properly executed Groundwater Hazard Statement showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property. Further, Seller shall indemnify and hold harmless Buyer from any liability stemming from Seller's ownership of the Property, including but not limited to penalties and costs associated with environmental laws and regulations.

b. Buyer may, at its expense and prior to closing, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, Buyer may declare this Agreement null and void, at which time Seller shall immediately refund to Buyer any payments made to Seller under this Agreement. However, in the event Buyer desires to incur expenses in order to remediate or cure environmental hazards at the Property, Seller agrees to use its best efforts to assist Buyer in curing the defects, except that Buyer shall not be required to pay funds directly to Buyer or a third-party in furtherance of its assistance. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by Buyer, subject to Buyer's right to cancel this Agreement as provided above.

14. DEED. At closing, Seller shall convey the Property to Buyer by General Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by Buyer.

15. LIENS. Buyer specifically does not assume or take subject to a lien on the Property, unless otherwise agreed to in writing signed by the parties.

16. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Seller, immediately preceding execution of this Agreement, holds title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Seller, then the proceeds of this sale, and any continuing or recaptured rights of Seller in the Property, shall belong to Seller as joint tenants with full rights of survivorship and not as tenants in common; and Buyer in the event of death of any Seller, agrees to pay any balance of the price due Seller under this Agreement to the surviving Seller and to accept a deed from the surviving Seller consistent as herein provided

17. REMEDIES OF THE PARTIES. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver. If Seller fails to timely perform this Agreement, Buyer has the right to have all payments made returned to it. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by regular U.S. mail, addressed to the parties at the addresses provided herein. In addition, Seller shall also send a copy of any notice to Buyer's attorney: David F. Morain, Hoyt, Morain & Hommer, P.C., 101 N. Grimmell Rd., Jefferson, IA 50129.

19. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. This Agreement may be executed by facsimile or photocopied signature at the discretion of the parties, which signature shall carry the full force of an original signature. This Agreement may be entered into in more than one part, for which the combined parts shall be treated as an original.

20. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

21. CERTIFICATION. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

BUYER

SELLER

CITY OF JEFFERSON, IOWA

By: _____
Matt Gordon, Mayor

Tammy Tolsdorf

Attest: _____
Roxanne Gorsuch, City Clerk

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made June ____, 2023 by and between Home State Bank (the "Lender") and the City of Jefferson, Iowa (the "City").

WITNESSETH THAT:

WHEREAS, Why Not Us, LLC, an Iowa limited liability company, is indebted to the City in the outstanding principal amount of \$150,000.00 (the "Junior Debt"); and

WHEREAS, Lender, pursuant to a certain loan agreement entered into with the Borrower on _____, 2023 (the "Loan Agreement"), has agreed to establish certain credit facilities and to extend certain other financial accommodations in favor of the Borrower in the total amount of up to \$50,000.00 (the "Senior Debt"), subject to the subordinations and other agreements contained here, so that Borrower can complete construction work on the second floor residential project at 100 E. State St., Jefferson, IA (the "Centennial Building"); and

WHEREAS, in order to induce Lender to lend the Senior Debt to Borrower, the City agrees to the subordination contained here upon the terms and conditions contained in this Subordination Agreement;

NOW, THEREFORE, for value received, and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **SUBORDINATION.** The City agrees that the Junior Debt is and shall be subordinated in all respects to the indefeasible and irrevocable payment in full in cash of the Senior Debt. The City subordinates any lien City may have to secure the Junior Debt on any property of the Borrower, whether real or personal, tangible or intangible, to any lien on such property given to Lender to secure any Senior Debt.
2. **NO PAYMENT OR ACCELERATION.** Except as provided in Section 3, until the Senior Debt shall have been fully satisfied, (i) the City will not ask, demand, sue for, take or receive from the Borrower, and the Borrower will not make, give or permit, directly or indirectly, by setoff, redemption, purchase or in any other manner, any payment on or security for the whole or any part of the Junior Debt, and without having given 30 days prior written notice to Lender, the City will not accelerate the scheduled payments of any amount owing on its Junior Debt or take any action to enforce or collect amounts so owing against the Borrower or any security for any Junior Debt or act as a petitioning creditor in any bankruptcy proceeding filed against the Borrower, (ii) the City shall not have any right to possess any assets of the Borrower or to foreclose upon any such assets, whether by judicial action or otherwise, and (iii) the Lender shall be subrogated to the City with respect to the City's claims against the Borrower, and the City's rights, liens and security interests, if any, in any of the Borrower's assets and the proceeds.

3. **PERMITTED PAYMENTS.** Notwithstanding the provisions of Section 2, until the Lender provides the City with written notice of the occurrence of an Event of Default, the City may receive the all payments of principal and interest in respect of the Subordinated Debt until it has been fully paid ("Permitted Payment"). In the event Lender provides the City with written notice of the occurrence of an Event of Default, the City may not receive Permitted Payments until the Borrower is in compliance with the Loan Agreement and the cause of an Event of Default is no longer, as reasonably determined by Lender, the cause of an imminent or continuing Event of Default. Notwithstanding the foregoing, it is expressly understood and agreed that the City shall not have any right to enforce payment of any Permitted Payments, or to otherwise take any action against the Borrower or the Borrower's property, without Lender's prior written consent.
4. **LIQUIDATION.** Upon any liquidation, dissolution or other winding up of the Borrower or its business or any sale, receivership, insolvency, reorganization or bankruptcy proceeding, assignment for the benefit of creditors, arrangement for the commencement of any proceeding by or against the Borrower for any relief under any bankruptcy, reorganization or insolvency law or laws, federal or state, or any other law, federal or state, relating to the relief of debtors, readjustment of debt, reorganization, composition or extension, or in the event of the occurrence and during the continuation of any Event of Default under any Senior Debt, then and in any such event, any such payment or distribution of any kind or character, whether in cash, property or securities which, but for the subordination provisions contained here, would otherwise be payable or deliverable to the City upon or in respect of any Junior Debt, shall instead be paid over or delivered to Lender for application as a payment or prepayment on account of the Senior Debt.
5. **TURNOVER OF PROHIBITED PAYMENTS.** Should any payment, distribution, security or instruments or any proceeds, other than Permitted Payments, be received by the City, without the prior written consent of Lender, upon or with respect to the Junior Debt prior to the full, final and irrevocable payment of the Senior Debt, the City shall receive and hold them in trust, as trustee, in precisely the form received (except for the endorsement or assignment by the City where necessary), for application to the Senior Debt, whether or not due. In the event of the failure of the City to make any such endorsement or assignment, Lender or any of its officers or employees is irrevocably authorized to make them. Borrower's assets and the proceeds.
6. **TERMINATION.** Upon the earlier to occur of i) full, final and irrevocable payment of the Senior Debt or ii) substantial completion of the second floor renovation project at the Centennial Building, the Lender, by written notice to City, shall terminate this Subordination Agreement. In the event of any termination of this Subordination Agreement by operation of law, this Subordination Agreement shall continue in full force and effect as to all Junior Debt and all Senior Debt outstanding at the date of such termination, until such Senior Debt has been fully, finally and irrevocably paid and discharged. The parties acknowledge that upon termination of this Agreement and the full, final and irrevocable payment of the Senior Debt, the City shall regain its senior position and priority.
7. **ACKNOWLEDGEMENT.** The City acknowledges and agrees that any default by the Borrower under this Subordination Agreement constitutes an Event of Default under the Loan Agreement with Lender, and that any such Event of Default provides Lender with the option to declare that the Senior Debt is immediately due and payable.

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8. **NOTICES.** All notices, requests, demands or other communications required or permitted under this Subordination Agreement or by law shall be in writing and shall be deemed to have been duly given, made and received only when delivered against receipt or *[number of days]* business days after deposited in a receptacle of the United States mail, certified or registered, postage prepaid, return receipt requested, addressed appropriately, as follows:

If to Lender: 115 W. State St., Jefferson, IA 50129

If to the City: 220 N. Chestnut St., Jefferson, IA 50129

Any party may change its address for notice by giving notice in conformity with the requirements of this Section.

9. **NON-WAIVER.** No delay on the part of parties in exercising any right or in failing to exercise it shall operate as a waiver of such right, and no notice to or demand on the Borrower or either party shall be deemed a waiver of any obligation or duty of the Borrower or either party of the rights of the parties to take further action without notice or demand. No modification, alteration, or waiver of any of the provisions of this Subordination Agreement shall be effective unless in writing and signed by a duly authorized representative of Lender and City, and then only in the specific instance for which given.
10. **EXPENSES.** The parties shall pay all reasonable expenses of every kind, including reasonable attorney's fees, that the prevailing party may incur in enforcing any of its rights under this Subordination Agreement against it.
11. **GOVERNING LAW.** The validity, construction and enforcement of this Subordination Agreement shall be governed by the laws of Iowa, notwithstanding that Iowa's conflict of law rules or principles might otherwise require the substantive rules of law of another jurisdiction to apply.
12. **SUCCESSORS AND ASSIGNS.** This Subordination Agreement shall be binding upon the parties, and their successors and assigns. Any reference to the Borrower here shall be deemed to refer to Borrower and its respective successors and assigns, including any receiver, trustee or debtor-in-possession of or for the Borrower.
13. **SEVERABILITY.** The provisions of this Subordination Agreement are independent and separable from one another. If any provision shall for any reason be held invalid or unenforceable, it is the intent of the parties that such invalidity or unenforceability shall not affect the validity or enforceability of other provisions and that this Subordination Agreement shall be construed as if such invalid or unenforceable provision had never been contained here.
14. **ADDITIONAL DOCUMENTATION.** The parties shall execute and deliver such further instruments and take such further action as the other party may at any time, and from time to time, reasonably request in order to carry out the provisions and intent of this Subordination Agreement.
15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts each of which, when so executed and delivered by the parties, constituting an original but all such counterparts together constituting but one and the same instrument.

16. **ENTIRE AGREEMENT.** This Subordination Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, whether express or implied, oral or written.

17. **WAIVER OF JURY TRIAL.** LENDER AND THE CITY, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS SUBORDINATION AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBORDINATION AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER LENDER NOR THE CITY SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS SECTION 21 SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY LENDER OR THE CITY, OR ANY ONE OF THEM, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EITHER OF THEM.

IN WITNESS WHEREOF, the undersigned have executed or caused the execution of this Subordination Agreement by their duly authorized officers as of the date and year first above written.

City of Jefferson

Attest:

By: _____
Matt Gordon, Mayor

By: _____
Roxanne Gorsuch, City Clerk

Home State Bank

By: _____

BORROWER'S ACKNOWLEDGMENT

The undersigned Borrower, referred to in the foregoing Subordination Agreement, accepts notice of the execution and delivery of the Subordination Agreement and the terms and provisions of the Subordination Agreement, and in consideration of the loan of the Senior Debt, agrees to do and perform any and all acts and things which may be required on its part to enable the City to perform the obligations expressed there, and to refrain from doing any act or thing which would cause or contribute to a violation by the City of the Subordination Agreement or any of the City's obligations. Borrower further agrees that, in the event of the violation by it of any of the terms and provisions, or in the event of the violation, either by action or nonaction, by the City of the Subordination Agreement, Lender may, at its option, without notice or demand to the Borrower, declare that the Senior Debt shall be immediately due and payable.

Why Not Us, LLC

By: _____
_____ , _____

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): 0		Application Number: 5 (five)						
Application Period:	6/1/2023	to	6/30/2023	Application Date: 6/30/2023				
Specification Section Number	Description	Scheduled Value (\$)	Work Completed		Total Completed to Date (C + D)	% (F/B)	Balance to Finish (B - F)	
			From Previous Application (C+D)	This Period				
A		B	C	D	E	F	G	
Division 01 - General Requirements								
	Mobilization	\$ 525,200.00	\$ 525,200.00			\$ 525,200.00	100.00%	\$ -
	Allowances	\$ 1,075,000.00	\$ -			\$ -	0.00%	\$ 1,075,000.00
Division 02								
	Site Removals	\$ 86,400.00	\$ 67,900.00			\$ 67,900.00	78.59%	\$ 18,500.00
	Demo SST Tank	\$ 445,800.00	\$ 445,800.00			\$ 445,800.00	100.00%	\$ -
	Strip Top Soil	\$ 25,700.00	\$ 25,100.00			\$ 25,100.00	97.67%	\$ 600.00
	Site Prep Sludge Tank	\$ 215,500.00	\$ 215,500.00			\$ 215,500.00	100.00%	\$ -
	Excavation Sludge Tank	\$ 338,700.00	\$ 338,700.00			\$ 338,700.00	100.00%	\$ -
	Excavation Sludge Loadout	\$ 78,400.00	\$ -			\$ -	0.00%	\$ 78,400.00
	Excavation AET Lift Station	\$ 326,185.00	\$ 61,200.00			\$ 61,200.00	18.76%	\$ 264,985.00
	Excavation Rapid Mix Tank	\$ 98,200.00	\$ 17,500.00	\$ 6,000.00		\$ 23,500.00	23.93%	\$ 74,700.00
	Excavation Ferric Slab	\$ 9,500.00	\$ -			\$ -	0.00%	\$ 9,500.00
	Splitter Box Bypass	\$ 55,100.00	\$ -			\$ -	0.00%	\$ 55,100.00
	Grading Sidewalks	\$ 9,900.00	\$ -			\$ -	0.00%	\$ 9,900.00
	Top Soil Placement	\$ 12,900.00	\$ -			\$ -	0.00%	\$ 12,900.00
2370.0	Erosion Control	\$ 20,000.00	\$ 11,500.00	\$ 2,000.00		\$ 13,500.00	67.50%	\$ 6,500.00
	Site Concrete	\$ 75,600.00	\$ -			\$ -	0.00%	\$ 75,600.00
2920.0	Seeding	\$ 5,000.00	\$ -			\$ -	0.00%	\$ 5,000.00
	30" & 24" PP to Splitter Box	\$ 444,950.00	\$ -			\$ -	0.00%	\$ 444,950.00
	6" & 8" ST & 4" PD East	\$ 155,920.00	\$ 27,800.00			\$ 27,800.00	17.83%	\$ 128,120.00
	Piping Rapid Mix Area	\$ 253,380.00	\$ -			\$ -	0.00%	\$ 253,380.00
	6" ST & 12" RAS by AET Lift Station	\$ 172,880.00	\$ -			\$ -	0.00%	\$ 172,880.00
	16" MLR to Aeration	\$ 558,620.00	\$ -			\$ -	0.00%	\$ 558,620.00
	HDPE/Utility Water	\$ 161,250.00	\$ -			\$ -	0.00%	\$ 161,250.00
	Aeration Tank Demo	\$ 28,770.00	\$ -			\$ -	0.00%	\$ 28,770.00
	Headworks Demo	\$ 11,150.00	\$ -			\$ -	0.00%	\$ 11,150.00
	Blower Building Demo	\$ 8,150.00	\$ -			\$ -	0.00%	\$ 8,150.00
	Clarifiers Demo	\$ 421,920.00	\$ 140,640.00			\$ 140,640.00	33.33%	\$ 281,280.00
	Biosolids Demo	\$ 83,510.00	\$ -			\$ -	0.00%	\$ 83,510.00

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Specification Section Number	A Description	B Scheduled Value (\$)	Work Completed		E	F		G
			C From Previous Application (C+D)	D This Period		Total Completed to Date (C + D)	% (F/B)	
Division 03	Disinfection Demo	\$ 6,500.00	\$ -			\$ -	0.00%	\$ 6,500.00
	Concrete - Anoxic Basin	\$ 1,155,800.00	\$ 25,400.00			\$ 25,400.00	2.20%	\$ 1,130,400.00
	Concrete - Biosolids Loadout	\$ 132,700.00	\$ 2,500.00			\$ 2,500.00	1.88%	\$ 130,200.00
	Concrete - Rapid Mix	\$ 127,900.00	\$ 2,400.00			\$ 2,400.00	1.88%	\$ 125,500.00
	Concrete - Biosolids Control	\$ 33,600.00	\$ 700.00			\$ 700.00	2.08%	\$ 32,900.00
	Concrete - Ferric Chloride	\$ 33,600.00	\$ 700.00			\$ 700.00	2.08%	\$ 32,900.00
	Concrete - Misc	\$ 39,395.00	\$ 750.00			\$ 750.00	1.90%	\$ 38,645.00
	Precast Plank	\$ 30,500.00	\$ -			\$ -	0.00%	\$ 30,500.00
Division 04								
	Masonry	\$ 155,440.00	\$ 2,500.00	\$ 5,000.00		\$ 7,500.00	4.83%	\$ 147,940.00
Division 05								
	Metals Installation	\$ 44,650.00	\$ -			\$ -	0.00%	\$ 44,650.00
	Misc Metals Supply	\$ 111,960.00	\$ 11,500.00			\$ 11,500.00	10.27%	\$ 100,460.00
Division 06								
	Wood Blocking	\$ 56,600.00	\$ -			\$ -	0.00%	\$ 56,600.00
Division 07								
7535.0	Roofing & Sheet metal	\$ 169,000.00	\$ -			\$ -	0.00%	\$ 169,000.00
	Sealants	\$ 33,500.00	\$ -			\$ -	0.00%	\$ 33,500.00
Division 08								
	HM Doors & Frams	\$ 6,705.00	\$ -			\$ -	0.00%	\$ 6,705.00
	Hatches & Door Instalaltion	\$ 39,500.00	\$ -			\$ -	0.00%	\$ 39,500.00
	Hatches & Door Instalaltion	\$ 25,000.00	\$ -			\$ -	0.00%	\$ 25,000.00
Division 09								
	Coatings	\$ 765,550.00	\$ 20,000.00	\$ 20,000.00		\$ 40,000.00	5.23%	\$ 725,550.00
Division 11								
11000.0	Vessco direct Supplied Equipment	\$ 1,348,516.00	\$ 27,000.00			\$ 27,000.00	2.00%	\$ 1,321,516.00
11266.0	UV Disinfection Equipment	\$ 247,600.00	\$ 25,000.00	\$ 50,000.00		\$ 75,000.00	30.29%	\$ 172,600.00
11315.0	Rotary Lobe Pumps	\$ 114,118.00	\$ 5,706.00			\$ 5,706.00	5.00%	\$ 108,412.00
11330/31	Bar Screens & Dewatering Press	\$ 88,677.00	\$ 4,400.00			\$ 4,400.00	4.96%	\$ 84,277.00
11351.0	Clarifier Equipment	\$ 356,634.00	\$ 35,820.00	\$ 36,000.00		\$ 71,820.00	20.14%	\$ 284,814.00
11372.0	Blowers	\$ 129,230.00	\$ 6,460.00			\$ 6,460.00	5.00%	\$ 122,770.00
11374/75	Fine Pore Membrane Aeration Equip	\$ 159,150.00	\$ 15,960.00			\$ 15,960.00	10.03%	\$ 143,190.00

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Specification Section Number	A Description	B Scheduled Value (\$)	Work Completed		E	F		G
			C From Previous Application (C+D)	D This Period		Total Completed to Date (C+D)	% (F/B)	
Division 11	Installation							
	Aeration Splitter Box	\$ 3,900.00	\$ -			\$ -	0.00%	\$ 3,900.00
	Secondary Splitter Box	\$ 3,900.00	\$ -			\$ -	0.00%	\$ 3,900.00
	Aeration Tank Install	\$ 56,700.00	\$ -			\$ -	0.00%	\$ 56,700.00
	MLR 1, 2, 3	\$ 7,100.00	\$ -			\$ -	0.00%	\$ 7,100.00
	Headworks Equipment	\$ 20,500.00	\$ -			\$ -	0.00%	\$ 20,500.00
	Blower Building Equipment	\$ 31,300.00	\$ -			\$ -	0.00%	\$ 31,300.00
	Clarifiers Install	\$ 71,600.00	\$ -			\$ -	0.00%	\$ 71,600.00
	Was Pumps	\$ 4,830.00	\$ -			\$ -	0.00%	\$ 4,830.00
	Disinfection Install	\$ 3,990.00	\$ -			\$ -	0.00%	\$ 3,990.00
	RAS/PST Pumps	\$ 49,350.00	\$ -			\$ -	0.00%	\$ 49,350.00
	Flexzone - Anoxic Basin	\$ 20,680.00	\$ -			\$ -	0.00%	\$ 20,680.00
	Flexzone - Storage Tank	\$ 68,550.00	\$ -			\$ -	0.00%	\$ 68,550.00
	Flexzone - Aeration	\$ 61,450.00	\$ -			\$ -	0.00%	\$ 61,450.00
	Course Bubble Digester	\$ 17,800.00	\$ -			\$ -	0.00%	\$ 17,800.00
	Course Bubble WAS	\$ 4,800.00	\$ -			\$ -	0.00%	\$ 4,800.00
	Aeration Overflows	\$ 12,350.00	\$ -			\$ -	0.00%	\$ 12,350.00
Division 13								
13216.0	Tank Mobilization	\$ 120,000.00	\$ 120,000.00			\$ 120,000.00	100.00%	\$ -
13216.0	Tank De-Mobilization	\$ 40,000.00	\$ -			\$ -	0.00%	\$ 40,000.00
13216.0	Design Drawings & Calcs	\$ 104,000.00	\$ 104,000.00			\$ 104,000.00	100.00%	\$ -
13216.0	Footing Forms	\$ 24,000.00	\$ 24,000.00			\$ 24,000.00	100.00%	\$ -
13216.0	Reinforcing	\$ 56,000.00	\$ 56,000.00			\$ 56,000.00	100.00%	\$ -
13216.0	Place Floor/Footing Concrete	\$ 80,000.00	\$ 80,000.00			\$ 80,000.00	100.00%	\$ -
13216.0	Install Beds	\$ 29,000.00	\$ 29,000.00			\$ 29,000.00	100.00%	\$ -
13216.0	Form/Reinforce/Pour Panels	\$ 129,000.00	\$ 129,000.00			\$ 129,000.00	100.00%	\$ -
13216.0	Erect Panels	\$ 72,000.00	\$ -	\$ 72,000.00		\$ 72,000.00	100.00%	\$ -
13216.0	Joints and Curb	\$ 29,000.00	\$ -	\$ 29,000.00		\$ 29,000.00	100.00%	\$ -
13216.0	Shotcrete Diaphragm	\$ 29,000.00	\$ -	\$ 29,000.00		\$ 29,000.00	100.00%	\$ -
13216.0	Erect Shoring	\$ 31,000.00	\$ -	\$ 31,000.00		\$ 31,000.00	100.00%	\$ -
13216.0	Erect Formwork	\$ 23,000.00	\$ -	\$ 23,000.00		\$ 23,000.00	100.00%	\$ -
13216.0	Reinforcing	\$ 54,000.00	\$ -	\$ 54,000.00		\$ 54,000.00	100.00%	\$ -
13216.0	Place Dome Concrete	\$ 16,000.00	\$ -	\$ 16,000.00		\$ 16,000.00	100.00%	\$ -
13216.0	Remove Formwork	\$ 23,000.00	\$ -	\$ 23,000.00		\$ 23,000.00	100.00%	\$ -
13216.0	Prestress	\$ 45,000.00	\$ -	\$ 45,000.00		\$ 45,000.00	0.00%	\$ 23,000.00
13216.0	Wire Coat	\$ 19,000.00	\$ -	\$ 19,000.00		\$ 19,000.00	0.00%	\$ 45,000.00
		\$ -	\$ -	\$ -		\$ -	0.00%	\$ 19,000.00

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Specification Section Number	A Description	B Scheduled Value (\$)	Work Completed			E	F		G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period			Total Completed to Date (C+D)	% (F/B)	
13216.0	Body Coat	\$ 17,000.00	\$ -			\$ -	0.00%	\$ 17,000.00	
13216.0	Final Coat	\$ 4,000.00	\$ -			\$ -	0.00%	\$ 4,000.00	
13216.0	Tank Pipe, Fittings & Appurtenances	\$ 64,000.00	\$ -			\$ -	0.00%	\$ 64,000.00	
13216.0	Decorative Paint - Exterior	\$ 23,000.00	\$ -			\$ -	0.00%	\$ 23,000.00	
Division 14									
14620.0	Hoists	\$ 9,620.00	\$ -			\$ -	0.00%	\$ 9,620.00	
Division 15									
	Grit Separation Piping	\$ 34,900.00	\$ -			\$ -	0.00%	\$ 34,900.00	
	Process Piping	\$ 290,100.00	\$ -			\$ -	0.00%	\$ 290,100.00	
	Mixed Liquor Return Piping	\$ 289,560.00	\$ -			\$ -	0.00%	\$ 289,560.00	
	Sludge Transfer Piping	\$ 50,080.00	\$ -			\$ -	0.00%	\$ 50,080.00	
	Aeration Piping	\$ 391,900.00	\$ -			\$ -	0.00%	\$ 391,900.00	
	RAS Piping	\$ 121,280.00	\$ -			\$ -	0.00%	\$ 121,280.00	
	WAS Piping	\$ 68,040.00	\$ -			\$ -	0.00%	\$ 68,040.00	
	Supernatant Piping	\$ 5,520.00	\$ -			\$ -	0.00%	\$ 5,520.00	
	Chemical Piping	\$ 158,881.00	\$ -			\$ -	0.00%	\$ 158,881.00	
	Mechanical Mobilization	\$ 93,320.00	\$ -			\$ -	0.00%	\$ 93,320.00	
	Plumbing Demolition	\$ 12,995.00	\$ -			\$ -	0.00%	\$ 12,995.00	
	HVAC Demolition	\$ 40,565.00	\$ -			\$ -	0.00%	\$ 40,565.00	
	Plumbing Rough-In	\$ 51,605.00	\$ -			\$ -	0.00%	\$ 51,605.00	
	Plumbing Insulation	\$ 6,300.00	\$ -			\$ -	0.00%	\$ 6,300.00	
	HVAC Ductwork Rough-In	\$ 78,125.00	\$ -			\$ -	0.00%	\$ 78,125.00	
	HVAC Equipment	\$ 643,105.00	\$ -			\$ -	0.00%	\$ 643,105.00	
	Temperature Controls	\$ 54,935.00	\$ -			\$ -	0.00%	\$ 54,935.00	
	Ductwork Insulation	\$ 4,400.00	\$ -			\$ -	0.00%	\$ 4,400.00	
	Testing and Balancing	\$ 13,750.00	\$ -			\$ -	0.00%	\$ 13,750.00	
Division 16									
	Preliminary Documents and Submittals	\$ 25,000.00	\$ 10,000.00	\$ 5,000.00		\$ 15,000.00	60.00%	\$ 10,000.00	
	Mobilization	\$ 35,000.00	\$ 15,000.00	\$ 10,000.00		\$ 25,000.00	71.43%	\$ 10,000.00	
	Temporary Power	\$ 20,000.00	\$ 14,000.00	\$ 6,000.00		\$ 20,000.00	100.00%	\$ -	
	Integration Engineering	\$ 100,000.00	\$ -			\$ -	0.00%	\$ 100,000.00	
	Site Electrical Labor	\$ 150,000.00	\$ -	\$ 10,000.00		\$ 10,000.00	6.67%	\$ 140,000.00	
	Site Electrical Materials	\$ 210,000.00	\$ -	\$ 10,000.00		\$ 10,000.00	4.76%	\$ 200,000.00	
	Generator Labor	\$ 65,000.00	\$ -			\$ -	0.00%	\$ 65,000.00	
	Generator Materials	\$ 448,000.00	\$ 25,000.00			\$ 25,000.00	5.58%	\$ 423,000.00	
	Blower Building Labor	\$ 80,000.00	\$ -			\$ -	0.00%	\$ 80,000.00	

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SECTION 00500 - CONTRACT

Construct Box Hangar
Jefferson Municipal Airport
Jefferson, Iowa

THIS CONTRACT, made and entered into at City Hall this _____ day of _____ 2023 by and between the City of Jefferson hereinafter called the "Jurisdiction", and Jensen Builders Ltd., hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Construct Box Hangar as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, 220 North Chestnut Street, Jefferson, Iowa 50129. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the FAA Standard Specifications, and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

Construction of a Box Hangar and apron/taxilane to access hangar.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Million, One Hundred Ninety Thousand, Twenty-Eight and 00/100 dollars (\$1,190,028.00) for the Base Bid Improvements, which amount shall constitute the required amount of the performance bond, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

A. Completion of Work

1. Completion of work is further defined in FAA General Contract Provisions, paragraph 80-08.

B. Liquidated Damage

1. Liquidated damages shall be in accordance with FAA General Contract Provisions, paragraph 80-08.

C. Maintenance Bond & Warranty

1. To remedy any and all defects that may develop in or result from work to be performed under the Contract with the City of Jefferson, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.
2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of one (1) year from and after acceptance of the work.

D. Bid Quantity Revisions

1. All quantities are estimates and subject to revision by the Jurisdiction.
2. Quantity changes are subject to the requirements of FAA General Provisions Section 20, paragraph 20-05 and Section 40, paragraph 40-02.

CONTRACTOR'S CERTIFICATIONS

A. The Contractor understands and agrees that all certifications made by the Contractor within the Proposal shall apply under this Agreement as if fully rewritten herein. The Contractor further certifies the following;

1. Certification of Eligibility (29 CFR Part 5.5)

- a. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

2. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

- a. The federally assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Jefferson Public Library

Meeting of the Board of Trustees
Monday, July 10, 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. Youth and adult summer programs
 - B. Personnel
- VII. New Business
 - A. Annual Election of Officers
 - B. Meet Scott Peterson, new City Administrator
 - C. Building expansion project update
 - D. Friends of the Library activities
- VIII. Next Meeting – Monday, August 7
- IX. Adjournment

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IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Jefferson

CONTRACTOR:

By

Matt Gordon, Mayor

Jensen Builders Ltd.
Company Name

By

Mike Cordle
Name: Mike Cordle

ATTEST:

Roxanne Gorsuch, City Clerk

Treasurer
Title

1175 South 32nd Street
Street Address

Fort Dodge, IA 50501
City, State, Zip Code

515.573.3292
Telephone

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CONTRACTOR PUBLIC REGISTRATION INFORMATION TO BE PROVIDED BY:

1. All Contractors: The Contractor shall enter its Public Registration No. C0939-10 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

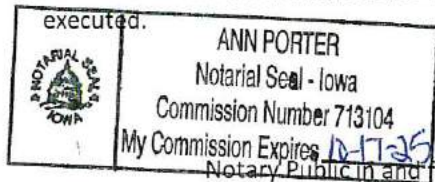
Bond No. 100120865
Name of Surety Merchants Bonding Company

NOTE: All signatures on this contract must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Webster County)

On this 28th day of June, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dale Jensen and Mike Cordle, to me known, who, being by me duly sworn, did say that they are the President, and Treasurer, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Dale Jensen and Mike Cordle acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily



Signature Ann Porter
Iowa
My commission expires 10-17 20, 25

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT

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Jefferson Municipal Airport Construct Box Hangar

BASE BID

Line No.	Description	Unit	Qty	Unit Price	Amount
1	EROSION CONTROL DEVICES	LS	1	\$7,000.00	\$7,000.00
2	MOBILIZATION	LS	1	\$35,500.00	\$35,500.00
3	TRAFFIC CONTROL	LS	1	\$16,000.00	\$16,000.00
4	CONSTRUCTION SURVEY	LS	1	\$14,000.00	\$14,000.00
5	REMOVAL OF STORM SEWER PIPE, 24" AND LESS	LF	50	\$60.00	\$3,000.00
6	TREE REMOVAL	EA	2	\$1,500.00	\$3,000.00
7	GRADING AND SUBGRADE PREP	CY	100	\$300.00	\$30,000.00
8	AGGREGATE BASE COURSE, 6"	SY	1,090	\$18.00	\$19,620.00
9	SEPARATION GEOTEXTILE	SY	1,090	\$4.00	\$4,360.00
10	CONCRETE PAVEMENT, 6"	SY	1,050	\$68.00	\$71,400.00
11	PAVEMENT MARKINGS, SOLID YELLOW, WITH BEADS	SF	1	\$4,000.00	\$4,000.00
12	8" HDPE STORM SEWER	LF	120	\$50.00	\$6,000.00
13	STORM SEWER, TRENCHED, 15" RCP	LF	32	\$104.00	\$3,328.00
14	STORM SEWER, TRENCHED, 12" RCP	LF	80	\$82.00	\$6,560.00
15	4" PERFORATED SUBDRAIN	LF	450	\$30.00	\$13,500.00
16	SUBDRAIN CLEANOUTS	EA	4	\$500.00	\$2,000.00
17	SW-401, CIRCULAR MANHOLE, 48"	EA	1	\$4,600.00	\$4,600.00
18	INTAKE, SW-512, CASE1	EA	2	\$2,600.00	\$5,200.00
19	CONNECTION TO EXISTING STORM STRUCTURE	EA	2	\$1,500.00	\$3,000.00
20	MANHOLE ADJUSTMENT, MINOR	EA	1	\$1,200.00	\$1,200.00
21	UNDER GROUND WATER SERVICE LINE RELOCATION	LS	1	\$15,000.00	\$15,000.00
22	SEEDING FERTILIZING, AND MULCHING	ACRE	0.6	\$13,350.00	\$8,010.00
23	100' X 100' CONVENTIONAL HANGAR, COMPLETE	LS	1	\$913,750.00	\$913,750.00
TOTAL - BASE BID					\$1,190,028.00

SECTION 00610 - PERFORMANCE BOND

Bond Number
100120865

PRINCIPAL *(Legal Name and Business Address)*
Jensen Builders, Ltd.
1175 South 32nd Street, Fort Dodge, IA 50501

STATE OF INCORPORATION

Iowa

SURETY *(Legal Name and Business Address)*
Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, IA 50306-3498

CONTRACT NO.

CONTRACT DATE

, 2023

PENAL SUM OF BOND *(Expressed in words and numerals)*

One Million One Hundred Ninety Thousand Twenty Eight and 00/100 Dollars (\$1,190,028.00)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto The City of Jefferson, 220 North Chestnut Street, Jefferson, Iowa, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: Construct Box Hangar

Project Location: Jefferson Municipal Airport, Jefferson, Iowa

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

Jefferson Municipal Airport
0T5.125744
March 2023

PERFORMANCE BOND

PAGE 00610-1

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2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 2023.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name: _____

Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: [Signature]

Name: Jack Kersten

Title: Project Manager

(Affix Corporate Seal) No Seal

Corporate Name: Jensen Builders, Ltd.

Signature: [Signature]

Name: Mike Cordle

Title: Treasurer

SURETY:

ATTEST:

Signature: [Signature]

Name: Cindy Bennett

Title: Witness as to Surety

(Affix Seal)

Surety Name: Merchants Bonding Company (Mical)

Signature: [Signature]

Name: Sara Huston

Title: Attorney-in-Fact

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name: _____

Title: _____

ATTEST:

Signature: _____

Name: _____

Title: _____

(Affix Seal)

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SECTION 00620 - PAYMENT BOND

Bond Number 100120865

PRINCIPAL (Legal Name and Business Address) Jensen Builders, Ltd. 1175 South 32nd Street, Fort Dodge, IA 50501	STATE OF INCORPORATION Iowa
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SURETY (Legal Name and Business Address) Merchants Bonding Company (Mutual) P.O. Box 14498, Des Moines, IA 50306-3498	CONTRACT NO.	CONTRACT DATE , 2023
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PENAL SUM OF BOND (Expressed in words and numerals)
One Million One Hundred Ninety Thousand Twenty Eight and 00/100 Dollars (\$1,190,028.00)

enter date from contract

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter CONTRACTOR, and the above-named SURETY hereby bind themselves unto The City of Jefferson, Iowa, as OBLIGEE, hereinafter referred to and called OWNER, in the lawful money of the United States of America to be paid to OWNER. For payment of the principal and interest thereon, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

- Project Name: Construct Box Hangar
- Project Location: Jefferson Municipal Airport, Jefferson, Iowa

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

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5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 2023.

INDIVIDUAL PRINCIPAL:

Company Name: _____
Signature: _____
Name: _____
Title: _____

enter current date

CORPORATE PRINCIPAL:

ATTEST:
Signature: *Jack Keisten*
Name: Jack Keisten
Title: Project Manager
(Affix Corporate Seal) NO SEAL

Corporate Name: Jensen Builders, Ltd.
Signature: *Mike Poole*
Name: Mike Poole
Title: Treasurer

SURETY:

ATTEST:
Signature: *Cindy Bennett*
Name: Cindy Bennett
Title: Witness as to Surety
(Affix Seal)

Surety Name: Merchants Bonding Company (Mutual)
Signature: *Sara Huston*
Name: Sara Huston
Title: Attorney-in-Fact
(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name: _____

Title: _____

ATTEST:

Signature: _____

Name: _____

Title: _____

(Affix Seal)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; James A Holter; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tieman; John Cord; Kate Zanders; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January, 2023.



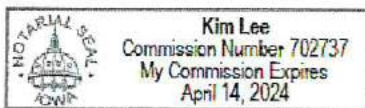
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2023.



William Warner Jr.
Secretary

CHANGE ORDER NO.: 1

Owner: City of Jefferson, Iowa
 Engineer: Bolton & Menk, Inc.
 Contractor: Tallgrass Land Stewardship Co.
 Project: City Hall Entrance Improvements, 2023, Jefferson, Iowa
 Contract Name:

Owner's Project No.:
 Engineer's Project No.: 0A1.124557
 Contractor's Project No.:

Date Issued: 07/05/2023 Effective Date of Change Order: 07/11/2023

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

Description: **Additional work completed, changes and sale of excess patio pavers to city**

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: \$ 108,905.00	Original Contract Times: Substantial Completion: 09/29/2023 Ready for Final Payment: 10/27/2023
[Increase] [Decrease] from previously approved Change Orders: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders [Number of previous Change Order]: Substantial Completion: 0 Ready for Final payment: 0
Contract Price prior to this Change Order: \$ 108,905.00	Contract Times prior to this Change Order: Substantial Completion: 09/29/2023 Ready for final payment: 10/27/2023
[Increase] [Decrease] this Change Order: \$ 2,618.00	[Increase] [Decrease] this Change Order: Substantial Completion: 0 days Ready for Final payment: 0 days
Contract Price incorporating this Change Order: \$ 111,523.00	Contract Times with all approved Change Orders: Substantial Completion: 09/29/2023 Ready for final payment: 10/27/2023

Recommended by Engineer (if required)
 By: James D. Leiding
 Title: James D. Leiding, P.E., Project Manager
 Date: 7/5/23

Accepted by Contractor

 Scott J Smith, Principal

Authorized by Owner

 By: _____
 Title: Matt Gordon, Mayor

 Date: _____

Approved by Funding Agency (if applicable)



Q-70740-T9D6

Expiration Date: 07 / 14 / 2023

Prepared for:

Greene County Sheriff
Jack Williams

Prepared by:

Tanner Duncan
Account Manager
(218) 227-0446
tduncan@bytespeed.com

QUOTE PRODUCT	PRICE	QTY	SUBTOTAL
CAMERA, VERKADA CF81-E FISHEYE CAMERA, 30 DAYS, CF81-30E-HW	\$1,469.00	1	\$1,469.00
MOUNT, VERKADA ANGLE MOUNT, ACC-MNT-7	\$110.00	1	\$110.00
LICENSE, VERKADA 3 YEAR LICENSE, LIC-3Y	\$404.00	1	\$404.00

Subtotal **\$1,983.00**

Freight **\$25.00**

Total \$2,008.00



AGREED TO AND ACCEPTED:

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Tech Zone – Central IA Systems

800 E LINCOLNWAY
JEFFERSON, IA 50129

Phone # 5153864122 sales@techzoneia.com
Fax # 515-386-4122 www.techzoneia.com



Estimate

DATE	ESTIMATE NO.
6/15/2023	SE783613100

NAME / ADDRESS
POLICE DEPT 204 S CHESTNUT JEFFERSON, IA 50129

v2

ITEM	DESCRIPTION	QTY	U/M	List Price	Item Price	TOTAL
	City of Jefferson impound lot V2					
CF81E-30	VERKADA FISHEYE 360 30 DAY CAMERA (ByteSpeed Quote)	1	ea			0.00
TNT TEG550G ENSTATION5	5PT GIGABIT POE GREENNET SWITCH	2	ea			179.00
	GENIUS POINT TO POINT BRIDGE ANTENNA	1				329.00
000-0023 Service-security	Materials and Modifications Security service or installation	1 1	PJT			147.53 1,020.00
Subtotal						\$1,675.53
Sales Tax (7.0%)						\$0.00
TOTAL						\$1,675.53

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