

AGENDA

CITY COUNCIL MEETING

Tuesday, September 9, 2025

5:30 P.M.

CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER:

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

III. CONSENT ITEMS:

- A. Approve City Council Minutes of August 26, 2025
- B. Hire Beth DeMoss as Animal Shelter Worker at \$13.50 / hr.
- C. Approve Sidewalk Reimbursement for 622 S. Chestnut Street.
- D. Approval of monthly bills.

IV. NEW BUSINESS:

- A. RESOLUTION Approving an Amendment to the Region XII Centennial Building Administrative Contract Approving:
 - i. Budget Revision Letter
 - ii. IEDA Contract Amendment
 - iii. GAX #12
- B. RESOLUTION Approving and Adopting Personnel Policy
- C. Consider Animal Shelter Quarantine Policy
- D. RESOLUTION Selecting Studio Melee for Conceptual Design Services and Approving a Design Consulting Agreement for the Jefferson Public Library Expansion Project.
- E. Approve Hiring Ray Wampler as Street Employee
- F. Annual Report from Thomas Jefferson Gardens

V. REPORTS:

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

VI. ADJOURN.

TO: Mayor and City Council Members
FROM: Scott Peterson, City Administrator
SUBJECT: General Information Memo
Regular City Council Session
Tuesday, September 9, 2025 5:30 p.m.

Sidewalk Reimbursement: A sidewalk was replaced at 622 S. Chestnut Street. The amount of the City's sidewalk grant to this project is \$1,725.

Centennial CDBG: There are three procedural items to be acted upon for the Centennial Building CDBG upper story grant. All of these items will be approved by passing the enclosed resolution. The three items are: (1) to send a letter requesting a budget revision lowering the total budget from \$503,071 to \$447,862; (2) A formal contract amendment to lower the budget amounts; and (3) funding request #12.

Personnel Policy: The City Administrator has been working on an update of the Personnel Policy with an employee committee and Councilor Zmolek for many months. This review is finished and the document has been through legal review. The Personnel Committee has also reviewed the Policy and it is recommended for approval.

Animal Quarantine Policy: The Animal Shelter Board has prepared the enclosed proposed -

Library Architect: The Library would like to proceed with a building renovation / addition project which has been scaled back to a cost consistent with the results of the readiness study. The Library put out an RFQ for architect services for a project with a maximum cost of \$4 million. Three firms responded. The firm chosen to negotiate a contract with is Studio Melee. The Library Board meets on Monday, September 8th to finalize this recommendation.

A proposed agreement for the conceptual design phase and preliminary cost estimates is enclosed. Representatives of the Library will be at the Council Meeting to present this agreement and ask the Council to cover a portion of the fees.

Streets Employee: It is proposed to hire Raymond Wampler as a Street employee at an hourly rate of \$25.50. Ray begins work on September 8th.

Thomas Jefferson Gardens: Representatives from TJ Gardens will present an update report.

FOR YOUR INFORMATION....

WWTP Public Open House: The City will hold an open house to celebrate the completion of the sewer plant project on ***Friday, September 12th***. We will host a Java & Juice beginning at 9:30 a.m.. We will then have a ribbon cutting around 10:00 with small group tours of the plant to follow. Please plan to attend.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE REGION XII
CENTENNIAL BUILDING ADMINISTRATIVE CONTRACT

WHEREAS, the City of Jefferson entered into an agreement with Why Not US, LLC, an Iowa limited liability and title holder of the property locally known as 100 East State Street, in which Why Not Us, LLC, agreed to rehabilitate the second story of the building to provide residential rental housing for low- to moderate-income persons; and

WHEREAS, the City of Jefferson, in conjunction with Region XII Council of Governments (“Region XII”), submitted an application for and thereafter received a Community Development Block Grant (CDBG); and

WHEREAS, the City of Jefferson entered into a contract known as Community Development Block Grant Program IEDA Contract #23-HSGU-003 (the “Agreement”), regarding the project at 100 East State Street; and

WHEREAS, there is before the City Council a proposed City budget revision letter to IEDA for review and approval. The Amendment requests a decrease in the Agreement by \$55,208.64. The proposed decreased budget still allows the project to meet and match the requirements stated in the original application; and

WHEREAS, there is before the City Council a proposed amendment to the Agreement (the “Amendment”) for review and approval. The Amendment to the Agreement reflects the decrease in project budget total by \$55,208.64 due to cost savings found. The new total project budget is \$447,862.36; and

WHEREAS, Region XII has presented proposed supporting documents including payment breakdown, claim documentation, and signature page associated with GAX #12 for the City Council’s review and approval. The proposed documents reflect charges and billings from Region XII; and

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

Section 1. The proposed City budget revision letter to IEDA is hereby approved.

Section 2. The proposed Amendment to the Agreement is hereby approved.

Section 3. The proposed GAX #12 supporting documents are hereby approved.

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

Section 5. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on September 9, 2025.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

September 9, 2025

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

RE: City of Jefferson IEDA contract #23-HSGU-003

Dear Joyce,

The City of Jefferson is requesting an amendment to decrease the IEDA contract #23-HSGU-003 by \$55,208.64 (CDBG/Match Funds). The Upper Story Housing Conversion at the Centennial Block Building located at 100 East State St., Jefferson, IA. created two housing units for tenants at or below 80% AMI.

With the completion of construction and lease-up of the units, final project numbers are available. The project saw significant cost savings in construction costs of \$45,019.65 (\$36,881.54 CDBG/\$8,138.11 Match) and additional soft cost savings of \$10,182.99 (\$8,148.46 CDBG/\$2,034.53 Match).

The original CDBG contract was for \$453,071, inclusive of \$428,071 in activity funds and \$25,000 in admin funds, with matching funds of \$50,000 for a project total of \$503,071. Due to these savings, final project numbers are \$408,035 in CDBG funds and \$39,827.36 in match funds for a project total of \$447,862.36.

The decreased budget still allows the project to meet its 90% CDBG to 10% match requirement stated in their original application.

If you have any questions, please contact our grant administrator, Karla Janning, at Region XII Council of Governments (712) 792-9914.

Thank you,

Craig Berry
City of Jefferson Mayor

**Iowa Economic Development Authority
Community Development Block Grant (CDBG) Program
Contract Amendment**

Contractor: City of Jefferson
Contract number: 23-HSGU-003
Contract Amendment number: 1
Amendment effective date: September 1, 2025

The Iowa Economic Development Authority (IEDA) hereby amends the above-referenced Community Development Block Grant (CDBG) program contract by decreasing both the CDBG and Match budget.

The contract by and between IEDA and the City of Jefferson is modified as of the date shown above, as follows:

MODIFICATION 1- The project budget will decrease in total by \$55,208.64 due to cost savings found in both construction and soft costs, as listed below. The new total project budget would be \$447,862.36.

Amend the CDBG Budget Line #731- Upper Story Conversion to reflect a decrease of \$45,036. The Current Budget would reduce from \$428,071 to \$383,035.

Amend the Match Budget Line #731- Upper Story Conversion to reflect a decrease of \$ 10,172.64. The Current Budget would reduce from \$50,000 to \$39,827.36.

There will be no change to the Admin Costs of \$25,000.

Except as otherwise revised above, the terms, provisions and conditions of the Contract remain unchanged and are in full force and effect.

City of Jefferson

BY: _____

ITS: Mayor

Date: _____

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: _____

Name: Deborah Durham
ITS: Director

STATE OF IOWA

GAX

BUDGET FY 2025		General Accounting Expenditure						DOCUMENT NUMBER 12													
		DATE 9/3/2025		ACCTG PERIOD (mm/yy)																	
VENDOR CODE				AGENCY NAME																	
VENDOR NAME AND ADDRESS City of Jefferson 220 North Chestnut Jefferson, Iowa 50129				BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 1963 Bell Ave., Suite 200 Des Moines, Iowa 50315				SHIP TO ADDRESS													
TERMS		FOB		ORDER APPROVED BY						GOODS RECEIVED/SERVICES PERFORMED											
										DATE INITIALS											
QUANTITY				VENDOR'S INVOICE NUMBER 12																	
ORDERED	RECEIVED	UNIT OF MEASURE							UNIT PRICE	TOTAL PRICE											
			Request for Payment under CDBG Contract Number: <u>23-HSGU-003</u> Report Number: <u>12</u>							4,858.00											
DOCUMENT TOTAL										4,858.00											
CLAIMANT'S CERTIFICATION I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID. DATE TITLE										AGENCY CERTIFICATION I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY: CODE OR CHAPTER SECTION(S)											
CLAIMANT'S SIGNATURE										AUTHORIZED SIGNATURE											
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																					
DOC TYPE (GAX) GAX		DOC NUMBER 12		DOC DATE		ACCTG PRD		BUDGET FY 2026		ACTION NEW/MOD		PO SHIP INSTR		GAX TYPE 1		INT IND		INT SELLER FUND		INT SELLER AGCY	
VENDOR CODE 219431		ADDR OVERRIDE		F/A INDICATOR		EFT IND Y		TEXT -po's only (Y/N)		TEXT (po's only)											
REF DOC TYPE		REF DOC NUMBER		REF DOC LINE		COM LN		VEND INVOICE # 12		COMMODITY CODE		GS CONTRACT									
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	I/D	DESCRIPTION	AMOUNT	I/D	P/F					
01	0340	269	4610	23			4125							4,858.00							
02																					
03																					
04																					
05																					
06																					
07																					
DOCUMENT TOTAL										4,858.00											

GAX

WARRANT #

AUDITED BY

PAID DATE



REGION XII

COUNCIL OF GOVERNMENTS

Housing Services & Programs

Date: August 26, 2025

To: Roxanne Gorsuch

RE: GAX #12 Summary of Expenses

Please forward the following payments associated with GAX #12 within 10 days of receiving payment from IEDA for 100 East State Street, Jefferson, IA. IEDA contract #23-HSGU-003.

\$ 359.00	To	Why Not Us, LLC
\$ 1,636.00	To	Region XII COG (Administrative costs)
\$4,858.00		TOTAL GAX #12

Thank You,

Karla Janning
Housing Programs Coordinator

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING
PERSONNEL POLICY

WHEREAS, the City has proposed the adoption of the City of Jefferson Handbook (the "Handbook"), also referred to as the Personnel Policy, which contains certain rules and guidelines regarding the execution of employee duties as well as benefits and discipline, all regarding employees of the City of Jefferson, and such Handbook is before the City Council for consideration; and

WHEREAS, the Handbook has been developed to assist in following listed expectations regarding the City's rules and guidelines, to reenforce uniform procedures and actions, and clarify duties pertaining to the employees of the City of Jefferson.

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

Section 1. The City approves and adopts the City of Jefferson Handbook. Copies of the Handbook shall be disseminated to all City employees.

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

Section 3. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on September 9, 2025.

Craig J. Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

PROTOCOL FOR QUARANTINE

1. Identify the Animal

- Note the species, breed, gender, name of animal / name address of owner / victim information / location of where bite occurred
- Vaccination Status: Check if the animal is up to date on its vaccinations, particularly for rabies.
- Micro Chip present — yes / no

2. Capture the Animal / Notification

- Animal Observation: If the animal is a pet (domestic animal), it shall be quarantined
- Notification: The Officer responsible for the impoundment will notify Code Officer
- Wild Animal: If the animal is wild (e.g., raccoons, bats), it might need to be captured and tested for rabies (usually via brain tissue sample).

3. Animal Quarantine Period

- Duration: The quarantine period is typically 10 days for domestic animals that are up to date on vaccinations. If the animal is not vaccinated, it may need to be confined and observed for a longer period at the direction of a designated veterinarian.
- Location: The animal shall be kept in the animal control facility for the City of Jefferson
- Monitor the Animal: Observe for signs of illness or behavioral changes. The quarantine duration begins from the date of the bite and will be performed as needed by a qualified individual.
- Animal daily care duties will be performed by staff. At the owner's request or when required by the disposition of the animal, the owner may assist with daily care duties.

4. Documentation and Reporting

- Animal Bite Report: Ensure the bite is reported to local animal control or public health authorities.
- Medical Records: Keep detailed records of the incident, medical treatments, and any follow-up actions taken.
- Animal Identification: Ensure the animal is electronically tagged to avoid any future confusion. This is per city code and required before the animal leaves the facility.
- Notification of authorities of the time of release: Facility member responsible for the animal's release shall notify the Jefferson Police Chief or his designee of the animal's release

5. Schedule of Fees Associated with Quarantine Impoundment

- Daily shelter fee for quarantined animals. \$20.00 / day for 10 days = \$200.00

- Vet Service Call / Examination Fee = \$60.00
- These fees (\$260.00) are to be collected prior to the animal entering quarantine.
- Possible additional charges:
Rabies vaccination, if needed = \$30.00
Microchip, if needed = \$40.00
- All required additional fees are to be collected prior to the animal entering quarantine.

September 2nd, 2025 (revised)

Scott Peterson – City Administrator
City of Jefferson Iowa
220 N. Chestnut Street
Jefferson, Iowa 50129
(515) 386-3111
scottp@cityofjeffersoniowa.org

RE: Design Consulting Services for Jefferson Public Library – Conceptual Design and Cost Estimating

Mr. Peterson,

Thank you for the chance to talk last Wednesday about next steps with the Jefferson Public Library. We are excited that you have chosen us to continue negotiating the proposed services, fees, and terms. As I mentioned on the phone, we felt from the beginning that our team is a great fit for this project, and that your library is a great fit for our team.

Chris and I enjoyed the opportunity to visit and walk the building, the ability to meet with Jane, and the chance to interview with the board, foundation, and friends. We feel that we already have a great start to understanding the needs and wants of the library and are excited to explore more ideas as we deliberate on next steps for your facility.

As outlined in the RFQ response, we are uniquely qualified to help with the assessment, master planning, and long-term vision for the Jefferson Public Library. We've been blessed to be a part of the process so far and hope to continue as an instrumental part of the next chapter.

It is our understanding that you desire to create a long-term vision for the library. The nature of libraries is that they are ever changing. It is our goal to help offer you a vision for the next steps in the evolution of space, while coming up with solutions that are versatile and capable of being modified as things change. While your team has completed several assessments, our goal will be to not only assess and understand your needs, but deliver a conceptual design that meets your goals and helps support the library's intent to take another step forward in the process. We understand that you have many people to serve, including members of the community, patrons, staff, donors, board members, foundation members, volunteers, and friends. It is our goal to help you meet their needs by offering practical and visual solutions that generate excitement and lead toward a capital campaign.

We are thankful for your consideration of Studio MELEE and hope that you will give us the opportunity to be a part of your team. We propose to provide design consulting services as described and per the **Terms & Conditions** attached.

Respectfully,

A handwritten signature in black ink, appearing to read 'Curtis D. Ehler'.

Curtis D. Ehler, AIA
NCARB, LEED AP BD+C

A handwritten signature in black ink, appearing to read 'Chris Wernimont'.

Chris Wernimont, AIA
NCARB

SCOPE OF SERVICES

Our proposal is limited to the scope of services listed below:

1. Field Verification & Base Plan Input (15 days) We will start by re-visiting both the project building and site, completing a drone flyover/aerial, and taking field measurements of the interior and exterior to confirm we are working from dimensionally correct information. We will then use that information, along with any existing drawings you may have, to create our initial site and base plans, which are necessary for proceeding with the other services listed below.

Please note that our fee for this phase assumes that we will have free access to the entire site for verification.

~ 1 Site Visit ~

2. Programming & Wants/Needs Assessment (15 days) While on site, we will research the existing functions of each space and allocate an appropriate size and shape for each component. The idea would be to ascertain a clearer understanding of your current and future needs. We will create programming plans and develop corresponding spreadsheets of your existing building areas. We will then analyze your current uses, note deficiencies, and develop a clear understanding of how your library operates. We will review your previous 2018 and 2022 assessments in further detail to ensure that we are up to speed on past decisions. We will meet with the library staff, board members, foundation members, friends of the library, and any other patrons/volunteers to discuss the wants and needs of the library. As mentioned during our interview, this would best be handled with a group of 8-12 members, where there are 1-2 representatives from each type of stakeholder that can report back to their respective group. For example, this could be 2-3 library staff, 1-2 city staff, 1-2 board members, 1-2 foundation members, 1-2 friends of the library, 1-2 patrons, and 1-2 volunteers. We have a method of handling this, which goes topic-by-topic and area-by-area through the library. We bring existing documents, but nothing "new" is proposed. The goal of this meeting is to define the project needs, goals, and problems, without directly offering solutions. This meeting typically lasts 2 hours and concludes with some "voting exercises" to help quantify the needs in a way that helps prioritize the information and document them in a way that can define the key elements for success.

~ 1 Meeting ~

3. Exploration of Options & Conceptual Design (120 days) From there, we will explore and develop design options and concepts for everyone's consideration. We typically see this as a series of meetings or "volleys" in which our goal is to progress from several large-scale overall concepts with low detail, to a couple of developed concepts for consideration. We will consider the orientation and position of each room, adjacencies of spaces, the overall site, possible long-term expansion/direction, general budget, and phasing to help you determine the layout that best serves your needs. At each meeting, we will present the concepts, discuss and work through potential issues, suggest alternatives/revisions, select the strongest design(s), and hone-in on the project direction. This process typically involves several rounds/attempts before moving on. It can even involve a community open house for presentation and input. This step is where the schedule could be expedited or extended, based on the needs and desires of your team.

~ 2-4 Meetings ~

4. Marketing Graphics (30 days) Once a specific direction has been selected and the overall program, look, feel, and design has reached an acceptable project direction, we will develop marketing-level documents that can be used for a capital campaign through email newsletters, mailings, posters, website graphics, or other. These graphics will include, at a minimum, a site plan, floor plans, elevations, and/or 3D renderings. The goal of these is not only to show the feel, scope, and proportions of your project, but to generate excitement among your patrons, donors, and the community! We will also provide a rough order of magnitude cost opinion, and an MEP systems narrative via a third-party consultant, Resource Consulting Engineers (RCE) out of Ames, Iowa. This can conclude with a community presentation, if requested.

As requested, we plan to provide 15 printed sets of drawings, 1 board-mounted poster display, and digital copies.

COMPENSATION

Based upon the Scope of Services described above, we propose to provide design consulting services for the amounts shown below:

Phase of Service:	Lump-Sum Fixed Fee:	
<u>1. Field Verification & Base Plan Input:</u>	\$7,200.00	(estimated @ 60 hours)
<u>2. Programming & Wants/Needs Assessment:</u>	\$4,800.00	(estimated @ 40 hours)
<u>3. Exploration of Options & Conceptual Design:</u>	\$15,800.00	(estimated @ 132 hours)
<u>4. Marketing Graphics:</u>	\$4,800.00	(estimated @ 40 hours)
MEP Systems Narrative	\$4,000.00	(Resource Consulting Engineers)
TOTAL LUMP-SUM FIXED FEE	\$36,600.00	

- The fees above include travel time, mileage, and meetings/site visits up to a total of **6 meetings/site visits**.
- Any additional services/meetings/site visits outside the scope of work defined above, will be billed at **\$120.00 per hour** unless an additional fixed fee is agreed upon by the City of Jefferson Iowa and Studio Melee.
- Large-scale printing costs and large-scale scanning outside of the items listed in the Scope of Services will be billed as an additional reimbursable expense.

OWNERSHIP OF DOCUMENTS

See "Ownership of Documents" in the Terms & Conditions, along with additional language added in red.

SCHEDULE

The total project duration outlined in the Scope of Services would result in 180 days of project schedule. While we were prepared to meet the original 120-day schedule included in the RFQ, all parties have agreed that the library would be best served with additional meetings and a 180-day schedule.

If given the go-ahead on or before Wednesday September 10th, 2025 the intended project schedule would be complete by:

- o 180-day schedule = Monday March 9th, 2026

INSURANCE & LIABILITY

We propose to maintain the following insurance until completion of services or termination of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE	
Policy limits of not less than	\$1,000,000 each occurrence \$2,000,000 in the aggregate
PROFESSIONAL LIABILITY INSURANCE	
Policy limits of not less than	\$2,000,000 per claim \$2,000,000 in the aggregate

TERMINATION

See "Termination of Service" in the Terms & Conditions.

EXCLUDED SERVICES (and TRANSITION TO FUTURE PHASES)

The following items and/or services are specifically excluded from the Scope of Services proposed above:

- * Architectural Schematic Design, Design Development, Construction Documents, Bidding & Negotiation, Construction Administration, and Closeout.
- * Civil Engineering, Site Design, Site Utilities, Parking, Landscaping, SWPPP and/or Storm Water Design.
- * Structural Design and/or Engineering.
- * Mechanical/Electrical Engineering, Plumbing Design, Fire Protection (Sprinkler/Alarm), and Telecom.

* Note: The architectural, civil, structural, mechanical, electrical, plumbing, fire protection, and telecom design services listed above are excluded, but can be provided and included in a future/separate B102, B133, or similar AIA agreement with a separately defined scope of services, compensation amounts, and terms and conditions. We would propose waiting until the size, scope, and complexity of the project is better defined before we propose and agree to the next phase of services. By signing this agreement, the city only agrees to the Scope of Services defined herein (Field Verification & Base Plan Input, Programming & Wants/Needs Assessment, Exploration of Options & Conceptual Design, and Marketing Graphics, including a rough order of magnitude cost opinion and MEP systems narrative). It does NOT commit the City of Jefferson Iowa to retain the architect for later phases of work (Schematic Design, Design Development, Construction Documents, Bidding & Negotiation, Construction Administration, and Closeout).

- Identification, Protection, and/or Removal/Abatement of hazardous materials.
- Soil Testing and/or Geotechnical Exploration/Engineering.
- Structural Evaluation and/or Analysis of the Existing Building or its Structural System and Integrity.
- Structural Design and/or Engineering of sub-levels, basements, crawlspaces, hardened shelters, or FEMA-rated enclosures.
- Design and/or Engineering of Vertical Transportation including escalators, elevators, and conveying lifts.
- Security Alarms, Security Cameras, and/or Active Shooter Prevention Design Measures.
- Layout, Design, and Specification of Kitchen Equipment, Walk-in Coolers, and/or Grease Interceptors.
- Fast-Track design services that require multiple separate construction documents sets for phased and/or expedited construction.
- Arc Flash Hazard Analysis or Lighting Protection Analysis or Design.
- Design and/or Specification of Playground Equipment.
- Acoustic and A/V Design and/or Engineering.
- Specification and/or Selection of tables, chairs, and/or other non-fixed Furniture or Furnishings.

* Note: The estimated rough order of magnitude will include a cost placeholder for non-fixed Furniture and Furnishings.

- Signage, Monument Signs, Logos, and/or other large-scale Graphical Design Identification.
- Retaining walls, flag poles, pole signs, storage garages, trash enclosures, and/or other accessory structures.
- City & State Fees (Planning and Zoning, Site Plan Review, Building Plan Review, Permit, SWPPP, Variances, and/or Utilities/Tap).
- Fees paid for securing approval of Authorities Having Jurisdiction (AHJ) over the project.
- Planning and Zoning and/or Zoning Board of Adjustment Applications and/or Processes.
- Special Inspections and/or Testing by a third party.
- Detailed Bidding/Cost Estimation/Budgeting and/or other Contractor/Building related duties.
- Phasing/Coordination/Scheduling of contactors and sub-contractors and/or other Contractor/Building related duties.
- Temporary Bracing/Shoring, Weather Protection, Temporary Barricades, Job-site Safety/Security and/or other Contractor/Building related duties.
- Third-party Energy Certification, Energy Modeling, and/or Life Cycle Cost Analysis (LCCA).
- Commissioning of systems and/or assisting with system startup or adjustment.
- Preparation of "As-Built" or other Record Drawings.
- Printing cost of Bid, Construction, and As-built sets of documents.
- Re-design services due to significant changes which occur after the start of the start of "Marketing Graphics".

The undersigned, having read the foregoing letter of agreement between the City of Jefferson Iowa and MELEE, LLC, agrees to the Scope of Services, Compensation, Excluded Services, and Terms & Conditions set therein.

Accepted by _____

_____ Date

TERMS & CONDITIONS

Performance of Services: MELEE, LLC (dba STUDIO MELEE) shall perform the services outlined on the reverse side of this Agreement and on any attached exhibits in consideration of the stated fee and payment terms. The services provided by MELEE, LLC under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Access to Site: Unless otherwise stated, MELEE, LLC will have access to the site for activities necessary for the performance of the services. MELEE, LLC will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Billing/Payment: The Client agrees to pay MELEE, LLC for all services performed and all costs incurred. Invoices for MELEE, LLC's services shall be submitted on a monthly basis. Invoices shall be due and payable within 30 days of receipt. If any invoice is not paid within 30 days, MELEE, LLC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, MELEE, LLC may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees. Reimbursable expenses shall be included on invoices as the expenses are incurred, including but not limited to printing costs & mileage unless otherwise agreed upon.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless MELEE, LLC, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of MELEE, LLC. Likewise, MELEE, LLC shall, to the fullest extent permitted by law, indemnify and hold harmless the Client, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Client.

Information for the Sole Use and Benefit of the Client: All opinions and conclusions of MELEE, LLC, whether written or oral, and any plans, specifications or other documents and services provided by MELEE, LLC are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of MELEE, LLC. Nothing contained in this agreement shall create a contractual relationship with, or a cause of action in favor of, any third party against either MELEE, LLC or the Client.

Changes to the Work: In the event the Client, the Client's consultants or sub-consultants, contractors or sub-contractors, or anyone for whom the Client is legally liable makes, or permits to be made any changes to any reports, plans, specifications or other documents prepared by MELEE, LLC without obtaining prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against MELEE, LLC and to release from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, indemnify and hold harmless MELEE, LLC from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising from such changes. The Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any sub-contractor of any tier from making any changes or modifications to the documents provided by MELEE, LLC without prior written approval and that further requires the Contractor to indemnify both MELEE, LLC and Client from any liability or cost arising from such changes made without such proper authorization.

Means and Methods: MELEE, LLC shall not be responsible for, nor have control of, the construction means, methods, techniques, sequences and procedures, or any health and safety precautions required by regulatory agencies in connection with the construction of the project.

Certification, Guarantees and Warranties: MELEE, LLC shall not be required to execute any documents that would result in MELEE, LLC certifying, guaranteeing or warranting the existence of any conditions.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and MELEE, LLC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MELEE, LLC's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000 or the total compensated fee, whichever is greater. Such causes include, but are not limited to, MELEE, LLC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents: All documents produced by MELEE, LLC under this Agreement are instruments of MELEE, LLC's professional service and shall remain the property of MELEE, LLC and may not be used by the Client for any other purpose without the prior written consent of MELEE, LLC. However, the Client (City of Jefferson Iowa) retains the right to use the conceptual .pdf drawings and .jpg marketing graphics for: Grant Applications, Budgeting/Capital Planning, and Future RFPs.

Dispute Resolution: Any claims or disputes between the Client and MELEE, LLC arising out of the services to be provided by MELEE, LLC or out of this Agreement shall be submitted to nonbinding mediation. The Client and MELEE, LLC agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Termination of Service: This Agreement may be terminated at any time by either party should the other party fail to perform its obligation hereunder. In the event of termination for any reason whatsoever, the Client shall pay MELEE, LLC for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

RESOLUTION NO. _____

A RESOLUTION SELECTING STUDIO MELEE FOR
CONCEPTUAL DESIGN SERVICES AND
APPROVING A DESIGN CONSULTING SERVICES AGREEMENT FOR
THE JEFFERSON PUBLIC LIBRARY EXPANSION PROJECT

WHEREAS, the Library Board for the Jefferson Public Library and the City of Jefferson have explored the option of renovating and expanding the current library facility (the “Project”); and

WHEREAS, Melee, LLC, doing business as Studio Melee of West Des Moines, IA (hereinafter, “Studio Melee”) has offered to assist with the creation of conceptual designs and an initial cost estimate for the Project; and

WHEREAS, Studio Melee has prepared and presented to the City a document describing the proposed scope of its services, method of compensation, and other terms and conditions (the “Design Consulting Services Agreement”); and

WHEREAS, on September 8th, 2025, the Library Board reviewed Studio Melee’s proposal and recommended the Design Consulting Services Agreement; and

WHEREAS, the City now desires to formally engage Studio Melee and approve the Design Consulting Services Agreement,

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

Section 1. The City shall engage Studio Melee for the purposes of providing conceptual design services, including a cost estimate, for the Project. Engagement of Studio Melee for this initial phase of the Project does not obligate the City to utilize Studio Melee for future phases of the Project.

Section 2. The proposed Design Consulting Services Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Design Consulting Services Agreement on behalf of the City, in substantially the form and content in which the Design Consulting Services Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Design Consulting Services Agreement

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

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

Passed and approved on September 9, 2025.

Attest:

Craig Berry, Mayor

Roxanne Gorsuch, City Clerk

COUNCIL MEETING

AUGUST 26, 2025

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Berry presided.

During the open forum Larry Joy spoke about water drainage systems on the east side of town, Russell Gettler expressed his concerns with property taxes being raised and asked the Council to find ways to control property taxes and Cindy Wise relayed information on Tax Increment Financing.

On motion by Jackson, second by Sloan, the Council approved the following consent items: August 12, 2025 Council Minutes, September 4, 2025 street closure for CyHawk Tailgate, September 23, 2025 street closure for Journey Financial open house, September 6, 2025 street closure for Thomas Laehn at 300 S. Maple Street, Sewer Forgiveness at 306 S. Vine Street in the amount of \$11,067.37 and 1310 Westwood Drive #4 in the amount of \$871.98 and September 6, 2025 BPO Does Toll Road Fundraiser Application.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Jackson, second by Zmolek, the Council moved to table Item A on the agenda.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

On motion by Zmolek, second by Sloan, the Council moved to table Item B on the agenda.

AYE: Jackson, Ahrenholtz, Zmolek, Wetrich, Sloan

NAY: None

On motion by Wetrich, second by Jackson, the Council approved the bid from Moeller Furnace Company for \$79,467 for AC Replacement at the Rec Center.

AYE: Ahrenholtz, Zmolek, Jackson, Wetrich

ABSTAIN: Sloan

NAY: None

RESOLUTION NO. 48-25

On motion by Zmolek, second by Sloan, the Council approved Resolution No. 48-25, a resolution approving and accepting Underground Electric Line Easements.

AYE: Wetrich, Sloan, Jackson, Ahrenholtz, Zmolek

NAY: None

Scott Weber, President of GCDC introduced Greg Piklapp as the new Executive Director for Greene County Development Corporation. On motion by Ahrenholtz, second by Wetrich, the Council approved the quarterly payment of \$12,500 to GCDC.

AYE: Zmolek, Wetrich, Jackson, Ahrenholtz

NAY: Sloan

There being no further business the Council agreed to adjourn at 5:58p.m.

Craig J. Berry, Mayor

Roxanne Gorsuch, City Clerk

Jefferson Public Library

Meeting of the Board of Trustees
Monday, September 8, 2025 6:30 PM
Library – Adult Department

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
 - D. Youth and adult programs
 - E. Friends of the Library report
- VI. Old Business
 - A. Library expansion project – review and approve contract with Studio Melee architecture firm; agreement with City for payment of fees
- VII. New Business
 - A. Personnel
 - B. Policy review
- VIII. Next Meeting – Monday, September 8 at 6:30 pm
- IX. Adjournment

NOTE: Annual Trustee Training – Tuesday, November 18, 6-8 pm @ Paton Community Center (includes supper)