

AGENDA

COUNCIL MEETING
Tuesday, October 24, 2017
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.

III. CONSENT ITEMS:

- A. 10/10/17 regular Council meeting minutes.
- B. Shopko Hometown #678. Class C Beer Permit
- C. Sewer adjustment of \$107.95 for Chad Morton

IV. NEW BUSINESS:

- A. GCDC quarterly Update and request for funds.
- B. Consider approval of hiring of Cody Smith as police patrol officer.
- C. Consider approval of pay estimate number 5 to Pinnacle Construction in amount of \$133,705.37 for CDBG Façade project.
- D. Consider approval of Master Agreement with Bolton/Menk for Engineering Services at Airport.
- E. Consider approval of agreement with Landus for bulk water discharge.
- F. Consider resolution approving annual appropriation for rebate payments under Lincoln Ridge Estates Development Agreements.
- G. Consider resolution approving annual appropriation for rebate payments under Jefferson Hotel Group Development Agreement.
- H. Consider resolution temporarily closing alley in Block 18 in Original Town of Jefferson (east side of public square).
- I. Consider resolution approving lease of alley to Doc's Stadium, LLC.
- J. Discussion of extension of and possible amendments to Jefferson Urban Revitalization Plan (tax abatement).

V. REPORTS:

- A. Mayor
- B. Engineer
- C. City Clerk
- D. Attorney
- E. City Administrator
- F. Council & Committees

VI. ADJOURN.

AGENDA SUMMARY

DATE 10/24/17

NEW BUSINESS

- A. **GCDC quarterly Update and request for funds.** Report attached.
- B. **Consider approval of hiring of Cody Smith as police patrol officer.**
- C. **Consider approval of pay estimate number 5 to Pinnacle Construction in amount of \$133,705.37 for CDBG Façade project.** Pay estimate attached.
- D. **Consider approval of Master Agreement with Bolton/Menk for Engineering Services at Airport.** Agreement for basic engineering services at the airport.
- E. **Consider approval of agreement with Landus for bulk water discharge.** Sewer committee reviewed a request from Landus for the City to provide treatment for limited amounts of groundwater with ammonia nitrogen. An agreement was assembled to address quantities and fees for disposal. Agreement attached.
- F. **Consider resolution approving annual appropriation for rebate payments under Lincoln Ridge Estates Development Agreements.** Final rebate amounts will be presented at the meeting.
- G. **Consider resolution approving annual appropriation for rebate payments under Jefferson Hotel Group Development Agreement.** Final rebate amounts will be presented at the meeting.
- H. **Consider resolution temporarily closing alley in Block 18 in Original Town of Jefferson** (east side of public square).
- I. **Consider resolution approving lease of alley to Doc's Stadium, LLC. This would be a three year lease for the use of the alley described in agenda item H.** Agreement attached.
- J. Discussion of extension of and possible amendments to Jefferson Urban Revitalization Plan (tax abatement).

COUNCIL MEETING

October 10, 2017

5:30 P.M.

PRESENT: Ahrenholtz, Teeples, Sloan, Wetrich, Von Ahsen
ABSENT: None

Mayor Berry presided.

No citizens spoke during Open Forum.

On motion by Von Ahsen, second by Teeples, the Council approved the following consent agenda: September 26, 2017 Council Minutes, The Printers Box, Class B Native Wine Permit, Hy-Vee, 5 Day Special Class C Wine Permit and payment of monthly bills from City Funds.

AYE: Wetrich, Ahrenholtz, Teeples, Von Ahsen, Sloan
NAY: None

This was the time and place for the Public Hearing on Proposed 2017-2 Urban Renewal Plan Amendment for the Jefferson Urban Renewal Area. Berry called for any oral or written comments and there were none. On motion by Von Ahsen, second by Sloan, the council closed the Public Hearing.

AYE: Ahrenholtz, Von Ahsen, Sloan, Wetrich, Teeples
NAY: None

RESOLUTION NO. 37-17

On motion by Ahrenholtz, second by Teeples, the Council approved Resolution No. 37-17 approving the 2017-2 Urban Renewal Plan Amendment for the Jefferson Urban Renewal Area.

AYE: Von Ahsen, Sloan, Ahrenholtz, Wetrich, Teeples
NAY: None

This was the time and place for the Public Hearing on proposed Development Agreement with Michael J. and Miranda J. Wahl, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement in connection with construction of Goodyear Tire Service Center. Berry called for any oral and written comments and there were none. On motion by Von Ahsen, second by Wetrich, the council closed the Public Hearing.

AYE: Sloan, Wetrich, Von Ahsen, Ahrenholtz, Teeples
NAY: None

RESOLUTION NO. 38-17

On motion by Teeples, second by Ahrenholtz, the Council approved Resolution No. 38-17 approving Development Agreement with Michael J. and Miranda J. Wahl, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement.

AYE: Von Ahsen, Sloan, Ahrenholtz, Teeples, Wetrich
NAY: None

On motion by Ahrenholtz, second by Sloan, the Council approved the Nutrient Reduction Study for Waste Water Treatment Facility.

AYE: Teeples, Sloan, Wetrich, Ahrenholtz, Von Ahsen
NAY: None

On motion by Von Ahsen, second by Teeples, the Council approved the following Hotel-Motel Tax grants disbursements.

2017 HOTEL/MOTEL GRANTS

Applicant	Purpose	Requested	Recommended
Greene County Historical Society	Historical photos in front windows	\$630	
Iowa Association of Business & Industry	Training session in Jefferson for young leaders	\$500	
Main Street, Promotion Committee	Historic Plaque on column	\$1,990	
Greene County Historical Society	Restoration work on Minnihan Country School	\$3,173	
Main Street	Host Smithsonian Exhibit of Home Town Teams	\$2,150	
Bell Tower Community Foundation	Billboards, promotional kits, Promotional cards	\$11,815	
Total		\$20,258	

AYE: Wetrich, Sloan, Ahrenholtz, Von Ahsen, Teeples

NAY: None

Michael Reese updated the Council on activities with the Greene County Tourism.

The Council held a Fiscal Year 2017-1018 Budget Workshop. No action was taken.

The following bills were approved for payment from City funds:

ABC PEST CONTROL	PEST CONTR	288.15
ACCESS SYSTEMS INC	RN CPIER LSE	630.74
ACCESS SYSTEMS LEASING	PA CPIER LSE	331.41
ACCO UNLIMITED CORP	WA CHEM	1,758.77
AFLAC	AFLAC W/H	256.61
AFSCME	UNION DUES	289.52
AG SOURCE LAB	WA-TSTG	158.00
ALEX AIR APPARATUS INC	JFD COAT/PANTS	6,873.00
ALLIANT ENERGY	UTILITIES	27,329.33
AMAZON	LB SUPP	242.92
AUTOMATED SAND & GRAVEL	GCRSE SAND	418.40
AUTOMATIC SYSTEMS CO.	SW REPRS	1,658.16
BAKER & TAYLOR INC.	LB BOOKS	2,272.08
BEE & HERALD	RN ADV	300.00
BLAYNE SUNSTROM	WA DEP REF	100.00
BOLTON & MENK INC	ENGINEERING	5,364.00
BOMGAARS	SUPPLIES	1,423.83
BOOK LOOK	LB BOOKS	439.73
BROWN SERVICES	RN CLEAN	2,160.00
CALEB JANS	PD REIMB ACAD	322.99
CAMPBELL SUPPLY COMPANY	RN PAINT	280.80
CARPENTER UNIFORM CO	PD GLOVES	29.99
CENGAGE LEARNING - GALE	LB BOOKS	665.87
CENTRAL IOWA DISTRIBUTING	SN SUPPLIES	350.50
CENTRAL IOWA READY MIX	WA CONCRETE	1,872.00

GREENE COUNTY CHAMBER AND DEVELOPMENT
MONTHLY STATUS REPORT- 10/4/17

VISION 2020 UPDATE

- Over the past three months, the Vision 2020 Project Team (called Community 360) held a series of meetings around the County with dozens of our community leaders, businesses, government organizations, young residents/families, and other community members that have an interest in the future of Greene County. The meetings were well attended and provided a significant amount of information for the Community 360 Team to begin the planning, scheduling, and funding strategy for the key projects identified by our Steering Committee.
- The results of that research were presented to the Vision 2020 Steering Committee on September 20. The results were presented as a “rough draft” of their final recommendations. Their final report will be presented to the Steering Committee on October 24. That final report will include detail costs, options for funding, potential next steps, and other project details.
- Results from the September 20 presentation included the following:
 - The improvements to the Greene County School System continue to be the highest priority (along with housing) and the Community 360 Team in working with the local School Bond Committee and other members of the Steering Committee to finalize a strategy for passing the bond issue and establish what school improvements will be covered in that bond issue versus the possibility of funding school improvements through other financing sources. Community 360 held their most recent meeting on October 2. This project is still being finalized. Recommendations and next steps should be completed soon.
 - The business class restaurant/brew pub project has been recommended and the 360 Team has started to work with the potential ownership group on their final business plan and a possible location. Several locations were reviewed and evaluated by the 360 Team. The October 24 presentation should include additional detail.
 - The Community 360 Team recommended moving forward with a sports complex and Indoor/outdoor waterpark. They recommended a location on Highway 30 to attract tourists and visitors and detailed several unique elements that would differentiate our project from any other similar projects in the State. Details will be presented during the October 24 meeting.
 - The 360 Team continues to hold meetings with the Early Learning Center and other Steering Committee members to finalize the day care expansion project. They recommend an expansion but the final decision on expanding the existing facility versus a new facility will not be made until the October 24 meeting.

-One of the unique recommendations from the 360 Team is their “Complete Streets” program. They recommend that Jefferson adopt a complete streets policy to safely accommodate different forms of surface travel and provide direction for those designing transportation infrastructure in the County.

-Related to the “Complete Streets” concept is a recommendation for trail connectivity to connect downtown with local neighborhoods and the growth area around the intersection of Highway 30 and Highway 4. They presented three recommended trail loops that would connect various parts of the Jefferson community with the Raccoon River Bike Trail and extend out to the Casino and proposed projects near there. These trails would have a significant impact on tourism and attracting visitors to Greene County.

-The 360 Team recommended specific projects for other cities in Greene County:

- They plan to help recruit a new owner/operator for the existing restaurant in Scranton. They will lead the project to reopen that facility.

- They recommended a truly unique housing project in Grand Junction that would reposition the community adding an artist colony by renovating the downtown.

- They propose a 16-unit apartment complex for Paton to try to retain more of their local workforce.

-The housing shortage in Greene County was addressed during the meeting. They recommended several options including a “Neighborhood Finance Corporation” and strategies for housing stock rehabilitation. These concepts will be detailed during the October 24 meeting.

-Hand-outs and maps covering the above recommendations were distributed at the meeting and are now available upon request. The information is also available on the GCDC Facebook page and the GCDC website.

-It is important to remember the key advantages of Vision 2020 is that the Community 360 Team who will continue to work with Greene County to manage/develop/implement/fund all the projects until completion. They will handle funding sources/fund raising, business plans, organization, staffing, and development for each project until completion. Because Greene County is their pilot project there has been significant visibility for our community across the State and within the site selector community.

-This community development project should provide significant benefits for all employers throughout Greene County. The more attractive and active the community, the easier it will be to recruit new employees and retain current workforce. In the future when recruiting new employees, the assets and advantages of a community will be a critical part of the overall employment package along with wages and benefits. This project will provide a significant

asset for attracting Millennials and impact our major employers as well as our service, retail, and hospitality businesses.

-If you have any questions about the project, representatives from the Steering Committee or GCDC will be glad to meet with you to provide any further details or information. This needs to be a community wide project so we need both your input and support.

-A "Vision 2020 Benefits" summary has been developed to help explain the project to anyone with questions or interest in contributing. If you would like a copy please contact Ken Paxton at 319-541-4146.

OTHER PROJECTS

-Because of the Vision 2020 project, Greene County has been chosen as the pilot county for a new apprenticeship program being developed jointly between the US Department of Labor and the State of Iowa. There are funding/grants available for the program that ties high schools, junior colleges, veteran's programs, and Iowa Workforce Development together with manufacturers and major employers. The US Department of Labor and Iowa Area Development Group run the program and were in town on September 26 for a series of meetings with our major employers. GCDC, the School Superintendent, and the Department of Labor met with each business to establish their apprenticeship needs, explain the program, and begin work on their individual programs. GCDC will continue to help move this program forward.

-Scranton Mfg. has already set up their program and Wild Rose Casino has two apprentices currently in a test program. This experience will help when establishing the other programs.

-This program will help retain more of our high school graduates, help our businesses recruit to fill job openings, more closely tie our businesses to the high school and junior college, and provide an educational path for high school and junior college students to show them they can take courses that lead directly to a meaningful job plus allow them to earn a wage while they do it.

-In addition to the program being a significant asset for our businesses/high school/junior college, a program of this type will be used to score points on a Federal Tax Credits application to develop a new housing project in Greene County.

-For updates on Vision 2020 and related information please check the GCDC Facebook page or our website. Periodic information will also be provided through the local TV channel and newspapers. As the project progresses we may hold community update meetings.

-To access the Facebook page simply type in "Greene County Development Corporation"

-The video on YouTube can be accessed by typing in "Greene County Community 360 Meeting" or "GCDC Community 360 Meeting" or "Zack Mannheimer".

-During August and September GCDC and the City of Jefferson met with representatives from Laborers' Home Development Corporation. They recently completed a 42-unit townhome rental development in Dennison. Because of a year-long recruitment effort they chose Greene County, over multiple other interested communities, for their next Federal Tax Credits project application. They toured Jefferson and have selected a site in the southern part of GCDC's East Business Park. They would develop a 42-unit rental project similar to their successful project in Dennison. The City and GCDC are providing the necessary information to help with the application which must be submitted by November 14. The decision on who receives the Federal Tax Credits will be made by the middle of December.

-A tour of the Dennison housing project was held on September 13. The tour included representatives from City Council and the Board of Supervisors. The Dennison is an attractive community of single-story apartment clusters around a central Clubhouse with excellent landscaping, walking trails and playground.

-GCDC continues to work with several potential new businesses who are in various stages of development and/or working on loan applications through the Greene County Revolving Loan Fund or Regional XII financing.

-GCDC provides funding for SBDC so they are available to assist new business projects at no cost. Anyone interested in using their services can contact Ken Paxton at 515-386-8255. SBDC will help with your business plan and financials.

-If anyone is aware of someone with a new business idea who is looking for help with financing or business planning please call Ken Paxton at 515-386-8255.

-GCDC continues to mail update information to site selectors in Chicago and Minneapolis. The mailings included new site maps and updated selling materials for our available business sites along Highway 30 surrounding the Casino.

-The City of Jefferson and Jefferson Matters Main Street continue the renovation of building facades around the square as well as restoring City owned buildings to get them ready for retail occupancy. This is a very positive program that should help our retail community and generate traffic to the downtown. These efforts will be incorporated into the Vision 2020 project.

-GCDC continues to update our website and Facebook page with new articles, market research and new economic data that shows positive migration trends for Greene County. The site also includes a weekly updated link for jobs available in Greene County and rental properties.

-Current additions include an important article on the Highway 30 Coalition's successful presentation to the DOT, Vision 2020 updates, and the Region XII Housing program developed for the City of Jefferson.

-Anyone with rental properties should contact GCDC to get a free listing on our site.

-GCDC is working with our major employers and the high school to hold a special event to honor our manufacturers on National Manufacturers Day, October 6. The event will offer tours

of two of our manufacturers each year on October 6. From 9 am until noon six local school systems, including Greene County, will tour the John Deere and Bauer Built facilities in Paton. In the afternoon, from 1 pm to 3 pm, there will be open tours for the community. The event is receiving state and national visibility as it is posted on the National Manufacturers Association website and GCDC will submit pictures to the association for further coverage.

-The sale of land in the GCDC West Business Park to McAtee Tire has been completed and initial land clearing and construction has begun. The new McAtee facility will service retail and truck traffic with access from Highway 4.

MEETINGS

-The John Deere Foundation was in Jefferson on September 18 to listen to funding request presentations from Vision 2020, the school improvement project, day care, and the food pantry. The Foundation handles charitable contributions from John Deere. They represent a possible funding source for several local projects.

-The GCDC Annual Dinner Meeting was held on Wednesday, September 20 at Wild Rose. The social hour began at 6:00 pm with the dinner and presentations starting at 7:00 pm

-The presenters included a Vision 2020 update similar to the presentation made to the Steering Committee earlier in the day and an update on the MidAmerican Wind Turbine Project.

-GCDC provided a letter of support for a Challenge Grant to build a new apartment on the second floor of the Prairie Lakes AEA building on the Jefferson downtown square. The project is being jointly supported by Jefferson Matters Main Street, Greene County Community Schools, and Prairie Lakes AEA.

-The project expanded to include the construction of a shared work space, also located on the second floor of the Prairie Lakes AEA building. The high school would also do the construction of the shared work space.

-Jefferson Matters Main Street requested that GCDC provide matching funds for support the grant application. The Voting Board approved \$10,500 in matching funds from the Special Projects Account. The grant application has been submitted.

-GCDC attended the HousingIowa Conference in Cedar Rapids on August 30 and 31. During the conference several communities presented housing funding for communities with under 10,000 population. Also met with Laborer's Home Development to finalize their project for Greene County.

-GCDC spoke at the Home Base Iowa Yearly Conference at Camp Dodge on October 3. During the conference discussed the availability of the apprenticeship program for returning veterans. Their GI Bill will pay them to participate in the apprenticeship program.

-There were two important Highway 30 Coalition meetings with the DOT during August and September. Both meetings discussed projects along Highway 30 that would impact traffic flow and could be used as leverage with the DOT. The DOT voted in September to prioritize the four-lane expansion between Ogden and Scranton. This is a significant development for the project.

-Attended City Council meetings in Churdan, Paton, Grand Junction, Scranton, and Rippey. Presented monthly status report and updated the Vision 2020 project. Reminded them of available funds for new businesses. We have asked for their participation in the Vision 2020 project and the Steering Committee.

-GCDC attended a monthly Iowa Economic Development Marketing Meeting in Des Moines on September 6. The meeting covered future projects for the IED group. We also provided IED an update on the Vision 2020 project.

-Midland Power held a TIF Workshop at their facility on September 11. The goal was to update local businesses and government bodies on the TIF program and any recent or planned changes.

-GCDC presented a project update and information on Vision 2020 to the Hospitality Class at the High School on September 14. The students were especially interested in the business class restaurant/brew pub project.

-GCDC, Region XII and the City of Jefferson met with J-Corp on September 27 to explore options to move their apartment project forward. Progress was made and follow-up meetings are planned.

-Updated regional site selector during meeting in Ames on September 28. They are very interested in the progress of Vision 2020.

-Submitted an information packet to a potential new business looking to relocate to Iowa. The request for information came from IED.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 City of Jefferson Iowa
 220 N Chestnut Street
 Jefferson, IA 50129

FROM CONTRACTOR:
 Pinnacle Construction, Inc.
 22060 221st Street South
 Glenwood, IA 51534

PROJECT:
 90138, CDBG Jefferson Main Street Façade
 220 N Chestnut Street
 Jefferson, IA 50129

VIA ARCHITECT:
 The Franks Design Group
 410 First Street
 Glenwood, IA 51534

CONTRACT FOR: CDBG Jefferson Main Street Façade Program

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM-----	\$	741,365.00
2. Net change by Change Orders-----	\$	14,080.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	755,445.00
4. TOTAL COMPLETED & STORED TO DATE\$		501,106.15

5. RETAINAGE: (Column G on Continuation Sheet)

a. 5.0% of Completed Work	\$	25,055.31
(Columns D+E on Continuation Sheet)		
b. 5.0% of Stored Material	\$	
(Column F on Continuation Sheet)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of Continuation Sheet-----	\$	25,055.31

6. TOTAL EARNED LESS RETAINAGE-----

(Line 4 less Line 5 Total)	\$	476,050.84
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7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)-----	\$	342,345.47
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8. CURRENT PAYMENT DUE-----

(Line 3 less Line 6)	\$	133,705.37
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9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)	\$	279,394.16
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CHANGE ORDER SUMMARY

CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$14,080.00	
Total approved this Month		
TOTALS	\$14,080.00	
NET CHANGES by Change Order	\$14,080.00	

APPLICATION #: 5
 PERIOD TO: 10/15/17
 PROJECT NOS: 90138
 CONTRACT DATE: 05/22/17

Distribution to:

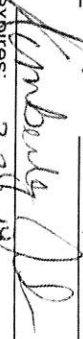
<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Const. Mgr
<input checked="" type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

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

CONTRACTOR:  Date: 10/16/17

State of: Iowa
 County of: Mills
 Subscribed and sworn to before me this 16th day of October, 2017

Kimberly J Allen
 Notary Public Iowa
 Commission No. 771744
 My Commission Expires 2/20/18


Notary Public: 
 My Commission expires: 2-20-18


CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 133,705.37.

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

ARCHITECT:  Date: 10-16-2017.

By:  Date: 10-16-2017.

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

Wastewater Discharge Agreement

This Wastewater Agreement (“**Agreement**”) dated as of the _____, 2017, reflects certain terms relating to the proposed wastewater delivery to the City of Jefferson, Iowa (“**City**”) from Landus Cooperative (“**Landus**”).

1. The City’s Publicly Owned Treatment Works (“**POTW**”) will accept industrial wastewater (“**Wastewater**”) provided from Landus on a batch basis from a site outside of City limits. The agreement will be valid for 5-year from date of approval.

2. The Wastewater provided by Landus will be groundwater remediation from a site with ammonia nitrogen contamination. The Wastewater will be delivered to the City via a holding tank with connection to the existing sanitary sewer system. Wastewater will be introduced into the City’s system via controlled methods that will allow limiting of the effluent to no more than 300 gallons per day. This system for releasing the Wastewater shall include valves for limiting or shutting down the wastewater and a meter for monitoring the amount of flow released from the holding tank.

3. City staff shall have the right to examine the holding tank, contents, valves and meters at their discretion at any time. Landus shall provide for access to the tank if it is in a secure location in a reasonable time frame.

4. Landus shall provide to the City on a monthly basis, a listing of the amount of wastewater that has been delivered to the holding tank facility. This list shall include the date of delivery and the number of gallons put into the holding tank.

5. The City will receive the Wastewater at the POTW or other site as approved by City staff, treat the Wastewater as necessary under the City’s NPDES permit obligations, and then discharge the treated water as part of the POTW’s normal operations and the requirements of its NPDES permit.

6. The City will charge Landus a \$100.00 per month administrative fee for the duration of this agreement for staff and administrative time. The City will also charge \$1.34 per 100 gallons of water received and \$3.75 per pound of Total Kjeldahl Nitrogen (TKN). Landus shall provide measurements of water and TKN to the City no more infrequently than monthly. Payments hereunder shall be due to the City on the 1st day of each month for water discharge, TKN and the administrative fee of the previous month.

7. The wastewater will be sampled a minimum of twice per month by City staff at a time chosen by them and analyzed for parameters required of the City’s NPDES permit. All laboratory and testing fees shall be billed to Landus on a monthly basis as part of the monthly billing for this agreement. The City may allow parameters of analysis to be reduced at their discretion.

8. The City reserves the right to temporarily stop receiving wastewater from Landus at any time and for any duration the City deems necessary to maintain the parameters of the

City's discharge permit. Landus will not be charged when no wastewater is being introduced into the system and the monthly administrative fee will be prorated for the days when no release occurred.

9. If the character of the Wastewater changes, Landus shall provide City written notice within 24 hours of discovering the change. Additionally, Landus shall provide notice by telephone with 24 hours to the Jefferson City Administrator or the Jefferson Wastewater Superintendent by calling 515-386-3111 or such other telephone number that City shall designate.

10. Either Party may terminate this Agreement upon thirty (30) day written notice to the other Party.

11. No Party may assign or transfer, in whole or in part, any of its rights, obligations, duties or responsibilities provided for herein without the written consent of the other Party.

12. Landus shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements. Landus shall indemnify and hold City harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from the death of or injury to any person, from damage to or destruction of property, for penalties and fines assessed by government agencies, or from breach of the warranties in this paragraph, arising from the discharge of Wastewater. Furthermore, Landus expressly agrees that it shall be responsible for any and all damage to any City equipment and machinery, belonging to City or any third-party, that are damaged as a result of the acceptance of Wastewater under this Agreement.

13. Any notice to be given under this Agreement shall be given in writing and delivered personally or by United States mail, postage prepaid, as follows:

If to City, sent to:
City of Jefferson
c/o Danny Moranville
220 N. Chestnut St.
Jefferson, IA 50129

If to Landus, sent to:
Landus Cooperative
2321 N Loop Dr.
Ames, IA 50010

14. This Agreement shall be governed by the laws of the State of Iowa. The jurisdiction for any dispute arising out of the terms of this Agreement shall be in Greene County, Iowa.

15. The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions, shall not be construed as waiving any terms and conditions, but such terms and

conditions shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

16. If the performance of this Agreement or of any obligation hereunder (except payment of monies due) is prevented, restricted or interfered with by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, power or supplies; war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency or intergovernmental body; or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

17. This Agreement supersedes and cancels all prior agreements, if any, between the parties and shall not be amended, altered or changed except by written agreement signed by both parties.

City of Jefferson, Iowa

Landus Cooperative

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

LEASE

This Lease (the "**Lease**") is dated _____, and is between the City of Jefferson, Iowa, of 220 North Chestnut Street, Jefferson, Iowa 50129 (the "**Landlord**"), and Doc's Stadium, LLC, an Iowa limited liability company, of 113 North Chestnut Street, Jefferson, Iowa 50129 (the "**Tenant**").

Landlord owns and operates a bar and grill located at 113 North Chestnut Street in Jefferson which adjoins the alley described below. Tenant has requested Landlord to temporarily vacate the alley and lease the alley to Tenant which Landlord has agreed to do on the terms and conditions set forth in this Lease.

1. **Lease of Premises.** Landlord hereby leases to Tenant and Tenant rents from Landlord the following described premises:

All that part of the east-west alley located between Lots 128 and 145, in Block 18, in the Original Town (now City) of Jefferson, Greene County, Iowa,

subject to all existing franchises, easements, licenses and permits pertaining to such property, whether or not recorded, and reserving unto the Landlord an easement for purposes of the continuing operation, maintenance, repair and replacement of all existing utilities (the "**Premises**").

2. **Consideration.** In consideration for the rental of the Premises to it Tenant agrees to faithfully and promptly perform the terms and covenants required of it under this Lease.

3. **Term.** The term of this Lease shall be from the date of this Lease until September 30, 2020, at which time the same will automatically terminate without notice from or to either party.

4. **Use of Premises.** Tenant covenants and agrees to use and occupy the Premises only as a seating area in connection with Tenant's restaurant and lounge business presently located in the building immediately adjoining the south side of the Premises and for no other purposes. All furniture and other fixtures placed on the Premises shall be subject to Landlord's prior approval.

5. **Taxes.** Tenant agrees to pay all real estate taxes and special assessments coming due with respect to its property that adjoins the Premises before the same become delinquent.

6. **Possession.** Landlord agrees to give Tenant possession of the Premises pursuant to this Lease upon the commencement of the term.

7. **Condition of Premises.** Tenant acknowledges that it has examined the Premises and agrees to accept the same in an "as is" condition without any responsibility on the part of Landlord for any construction, repairs, alterations or additions to them.

8. **Maintenance.** Tenant shall take good care of the Premises and shall keep the same in a neat and clean condition.

15. **Default.** If Tenant shall default in the performance of any of the terms, covenants or conditions of this Lease, Landlord, at its election, may terminate this Lease upon five (5) days' written notice to Tenant to such effect, and unless Tenant shall have cured the default complained of within said five day period this Lease shall be deemed terminated upon the expiration of said five day period, and Tenant shall quit and surrender the Premises on the date of such termination, provided, however, Tenant shall, nevertheless, remain and continue liable to Landlord for any sums then due under this Lease.

16. **Surrender; End of Term.** Upon the expiration of the term or earlier termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in as good order and condition as they were on the beginning of the term of this Lease, ordinary wear excepted.

17. **Notices.** Any notice to be given by either party to the other pursuant to the provisions of this Lease shall be given either by (i) personal delivery or (ii) registered or certified mail, return receipt requested, addressed to the party for whom it is intended at the address stated above or such other address as it may have designated in writing. Any notice given by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt or upon the expiration of the third (3rd) day after the date of mailing, whichever is earlier.

18. **Entire Agreement and Amendments.** It is understood and agreed by and between the parties that this Lease sets forth all the promises, agreements, conditions, inducements and understandings between Landlord and Tenant relative to the Premises, and that there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied, between them other than as herein set forth. This Lease shall not be modified or amended except by an instrument in writing executed by Landlord and Tenant.

19. **Miscellaneous.** Whenever the context of any provision shall require, the singular number shall be held to include the plural number, and vice versa, and words of any gender shall be held to include any other gender. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Landlord and Tenant, and their permitted successors and assigns. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

The parties are signing this Lease as of the date shown in the introductory paragraph.

DOC'S STADIUM, LLC, Tenant

CITY OF JEFFERSON, Landlord

By _____
Brett Cranston, Sole Manager and Member

By: _____
Craig J. Berry, Mayor

Attest:

Diane M. Kennedy, City Clerk

AGENDA

WATER/SEWER, STREET/SANITATION COMMITTEES TUESDAY, OCTOBER 17, 2017, 12:00 NOON JEFFERSON CITY HALL

I. SEWER

- A. Update on proposal to dispose of bulk waste water.
- B. Review of sewer charges.
- C. Discussion of 2018-2019 Budget

II. WATER

- III. Review of water line expansion along Mulberry Road.
- IV. Discussion of 2018-2019 Budget

V. STREETS

- A. Discussion of walkway to Greenwood.
- B. Street Improvements- Eric Crystal
- C. Quiet Zone
- D. Discussion of Street improvements for 2018-2019 budget
- E. Renewal of lease for alley adjacent to Doc's.
- F. East Lincoln Way entryway update.
- G. Discussion of 2018-2019 Budget

VI. SANITATION/RECYCLE

- VII. Discussion to increase recycling use.
- VIII. Discussion of 2018-2019 Budget

Jefferson Park & Recreation Commission
Wednesday October 18, 2017
12:00 pm Greene County Community Center

- I. Call to Order
- II. Roll Call
- III. Open Forum: This is a time for any concerned citizen to speak to the Board on an item that is not on the agenda. (Limit 3-5 minutes).
- IV. Approval of minutes for September
- V. Approval of bills for September 15-October 15
- VI. Old Business
 - a. Greene County Community Center 20 year celebration
 - b. Walk through results at the pool
- VII. New Business
 - a. Jeremy Hinote to rent the gym for one weekend on Saturday and Sunday on January 27 & 28
 - b. 2016-17 Budget
 - c. Budget committee
 - d. PACE Funds
- VIII. Reports
 - a. Wellness Report
 - b. Program Report
 - c. Directors Report
 - d. Parks Report
- IX. Adjournment-Next meeting Wednesday, November 15, 2017 at noon at the
GCCC