

AGENDA

COUNCIL MEETING
Tuesday, November 8, 2016
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. 10/25/16 regular Council meeting minutes.
 - B. Payment of monthly bills
- IV. NEW BUSINESS:**
 - A. Public Hearing on proposed development agreement with Thomas Jefferson Gardens.
 - B. Consider resolution approving development agreement with Thomas Jefferson Gardens.
 - C. Consider approval of contract with The Franks Design Group for architect services for the CDBG Façade Rehabilitation project.
 - D. Consider approval to proceed with procurement for technical services as part of the CDBG Owner Occupied Rehabilitation Grant application due January 15, 2017.
 - E. Consider approval of resolution to waive plat of survey review for property located at 1504 225th Street.
 - F. Recognition of RVP 1875 as winner of Best Rural Tourism Attraction in Iowa.
- V. REPORTS:**
 - A. Mayor
 - B. Engineer
 - C. City Clerk
 - D. Attorney
 - E. City Administrator
 - F. Council & Committees
- VI. ADJOURN.**

AGENDA SUMMARY

DATE 11/8/16

NEW BUSINESS

- A. **Public Hearing on proposed development agreement with Thomas Jefferson Gardens.**
- B. **Consider resolution approving development agreement with Thomas Jefferson Gardens.**
- C. **Consider approval of contract with The Franks Design Group for architect services for the CDBG Façade Rehabilitation project.** Attached is the compensation portion of the contract.
- D. **Consider approval to proceed with procurement for technical services as part of the CDBG Owner Occupied Rehabilitation Grant application due January 15, 2017.**
- E. **Consider approval of resolution to waive plat of survey review for property located at 1504 225th Street.** The City received a Plat of Survey request for Jerry Kelly's property at 1504 225th St, Jefferson. They want to separate off three grain bins they are selling. This is not within the city limits but is within the 2 mile radius. Under the 166.03 JURISDICTION (2) Waiver of Two Mile Jurisdiction the city may by resolution waive the City's right to review a subdivision plat of survey if A. the subdivision will not conflict with the extension of existing City streets and other City rights of way; and B. the subdivision will not interfere with development under the comprehensive plan.
- F. **Recognition of RVP 1875 as winner of Best Rural Tourism Attraction in Iowa.** Attached is the press release.

COUNCIL MEETING

October 25, 2016

5:30 P.M.

PRESENT: Ahrenholtz, Teeples, Sloan, Von Ahsen

ABSENT: None

Mayor Berry presided.

No citizens spoke during the Open Forum.

On motion by Teeples, second by Von Ahsen, the Council approved the following consent agenda: October 11, 2016 Council Minutes, Payment of Hotel/Motel reimbursement to Greene County Chamber, Special Class C Liquor License for Peony Chinese Restaurant, Class C Beer Permit for Shopko Hometown.

AYE: Sloan, Ahrenholtz, Teeples, Von Ahsen

NAY: None

ORDINANCE NO. 575

On motion by Von Ahsen, second by Sloan, the Council approved the third reading and final adoption of an ordinance amending The Code of Ordinances of the City of Jefferson, Iowa, 2008 by amending provisions pertaining to collection fees for solid waste and recycling fees.

AYE: Ahrenholtz, Von Ahsen, Sloan, Teeples

NAY: None

Ken Paxton updated the Council on GCDC activities.

On motion by Teeples, second by Ahrenholtz, the Council approved Quarterly Funding in the amount of \$12,500.00 for GCDC.

AYE: Von Ahsen, Teeples, Sloan, Ahrenholtz

NAY: None

On motion by Ahrenholtz, second by Sloan, the Council approved a letter of support for Greene County Law Enforcement application for Grow Greene grant funds for digital radio system.

AYE: Sloan, Teeples, Ahrenholtz, Von Ahsen

NAY: None

On motion by Von Ahsen, second by Teeples, the Council approved of agreement with PAWS for \$6,000.00/yr. to operate existing animal shelter.

AYE: Ahrenholtz, Teeples, Sloan, Von Ahsen

NAY: None

On motion by Teeples, second by Sloan, the Council approved the development of an economic agreement for property at 111 East Lincoln Way.

AYE: Teeples, Sloan, Von Ahsen, Ahrenholtz

NAY: None

On motion by Von Ahsen, second by Ahrenholtz, the Council approved a contract in the amount of \$24,500.00 with Bolton & Menk to conduct East Lincoln Way Corridor Enhancement Study.

AYE: Von Ahsen, Ahrenholtz, Sloan, Teeples

NAY: None

RESOLUTION NO. 29-16

On motion by Von Ahsen, second by Ahrenholtz, the Council approved Resolution No. 29-16, a resolution setting date of November 8, 2016 at 5:30 p.m. for public hearing on proposed development agreement with Thomas Jefferson Gardens.

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

RESOLUTION NO. 30-16

On motion by Sloan, second by Von Ahsen, the Council approved agreement to acquire property at 408 N High St.

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

RESOLUTION NO. 31-16

On motion by Teeples, second by Ahrenholtz, the Council approved agreement to acquire property at 612 N Cedar St.

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

Police Chief Mark Clouse and Police Captain Heath Enns gave a presentation for additional staffing for the Jefferson Police Department.

There being no further business the Council agreed to adjourn.

Craig J. Berry, Mayor

Diane M. Kennedy, City Clerk

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3 and Optional Services described under Section 4.1, the Owner shall compensate the Architect as follows:

(Insert stipulated amount of compensation.)

Compensation for the Architectural Services shall be a stipulated sum of One Hundred Thousand (\$ 100,000.00) including a consultant allowance of Four Thousand Five Hundred Dollars (\$4,500.00). Anticipated consultant involvement would consist of consulting structural engineering as warranted by physical conditions or the proposed scope of work at individual sub-projects. Architectural fee is based upon a projected Architect's staff commitment of 1,100 hours throughout the duration of this agreement. Reimbursable expenses are in addition to the compensation, above, and will be capped at a not-to-exceed amount of Six Thousand Five Hundred Dollars (\$ 6,500.00) throughout the duration of the project.

§ 11.2 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows regardless of whether federal funding or federally guaranteed insurance is available:

(Insert amount of, or basis for, compensation.)

Compensation for Additional Services shall be hourly, based on the Architect's 2016 Standard Hourly Rates:

§ 11.2.1 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 shall be the amount invoiced to the Architect plus Ten (10.00 %), or as otherwise stated below:

§ 11.3 Compensation for Basic and Optional Services is based on a stipulated sum. Unless otherwise indicated, compensation for each phase of services shall be as follows:

Schematic Design Phase	Zero	percent (0	%)
Design Development Phase	Thirty	percent (30	%)
Construction Documents Phase	Thirty-five	percent (35	%)
Bidding or Negotiation Phase	Seven and one-half	percent (7.50	%)
Construction Phase	Twenty-seven and one-half	percent (27.50	%)
<hr/>				
Total Basic Compensation	One hundred	percent (100	%)

§ 11.4 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

The Franks Design Group, PC - 2016 Standard Hourly Rates

Employee or Category	Rate (\$0.00)
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§ 11.5 Compensation for Reimbursable Expenses

§ 11.5.1 Reimbursable Expenses are in addition to compensation for Basic, Optional, and Additional Services, and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.5.2 For Reimbursable Expenses the Owner shall compensate the Architect as follows regardless of whether federal funding or federally guaranteed insurance is available. Compensation for Reimbursable Expenses shall be the expenses incurred by the Architect and the Architect's consultants plus Zero (0.00 %) of the expenses incurred.

§ 11.6 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

§ 11.7 Payments to the Architect

§ 11.7.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

APPLICATION FOR APPROVAL OF PLAT OF SURVEY

TO: City Council of Jefferson

The undersigned owner(s) of the land described in the attached plat of survey request the City Council of the City of Jefferson to approve the division of land reflected in the attached plat of survey pursuant to Section 166.22 of the Code of Ordinances of the City of Jefferson. The following information is submitted in support of this application:

1. A pre-application conference regarding this proposed subdivision was held with the City Administrator on SEPT 29TH 2016 WITH NICK SORENSEN ZONING OFFICER.

2. A copy of a plat of survey prepared by ROBERT B. BILLS, an Iowa registered land surveyor, dated 10/18/16, showing the land proposed to be divided is attached to this application.

3. The purpose of this proposed division is: SELLING EXISTING BIN SITE AND SPLIT IS TO REMAIN AGRICULTURAL USE ONLY.

4. The name(s), address(es) and telephone number(s) of all the owners of the land described in the attached plat are as follows:

JERRY KELLEY 1504 225TH ST. JEFFERSON, IA 50129 (515) 370-0214

5. The names and addresses of all adjoining property owners are set forth below, and the approximate locations of their properties are shown on the attached plat.

JERRY KELLEY 1504 225TH ST. JEFFERSON, IA 50129

WEST CENTRAL COOPERATIVE 1500 N. MULBERRY ST. JEFFERSON, IA 50129

6. (a) The existing zoning classification of the property covered by the plat is AG. (There is no pending plan or proposal to change this zoning classification./It is proposed that the zoning classification of this property be changed to _____.)

(b) The zoning classification(s) for the adjoining properties is/are as follows: AG. (There is no pending plan or proposal to change any zoning classification for any of the adjoining properties./It is proposed that the zoning classification of adjoining property be changed to _____.)

7. (Check applicable paragraph:)

There are no structures located on the property proposed to be divided.

There are one or more structures located on the property proposed to be divided, and the location of such structures and their distance from existing and proposed boundary lines has been shown by a registered land surveyor either on the attached plat or on a separate drawing attached to this application.

8. All existing and proposed public streets and roads, all public water and sanitary and storm sewer lines, and all gas and electrical services in relation to the property proposed to be divided have been described by a registered land surveyor either on the attached plat or on a separate drawing attached to this application. If any parcel shown on the attached plat does not have direct access to any such services, then it is proposed that access to such services be obtained as follows:

THERE ARE NO EXISTING CITY OF JEFFERSON UTILITIES LOCATED ON THIS PROPOSED DIVISION.

If any private easements are proposed, copies of the same will be provided upon request.

The undersigned acknowledge that they have reviewed the foregoing application and represent and warrant that the information set forth above is true and accurate. This application is being submitted in quadruplicate.

Date: 10 20 2016

Jerry Bentley

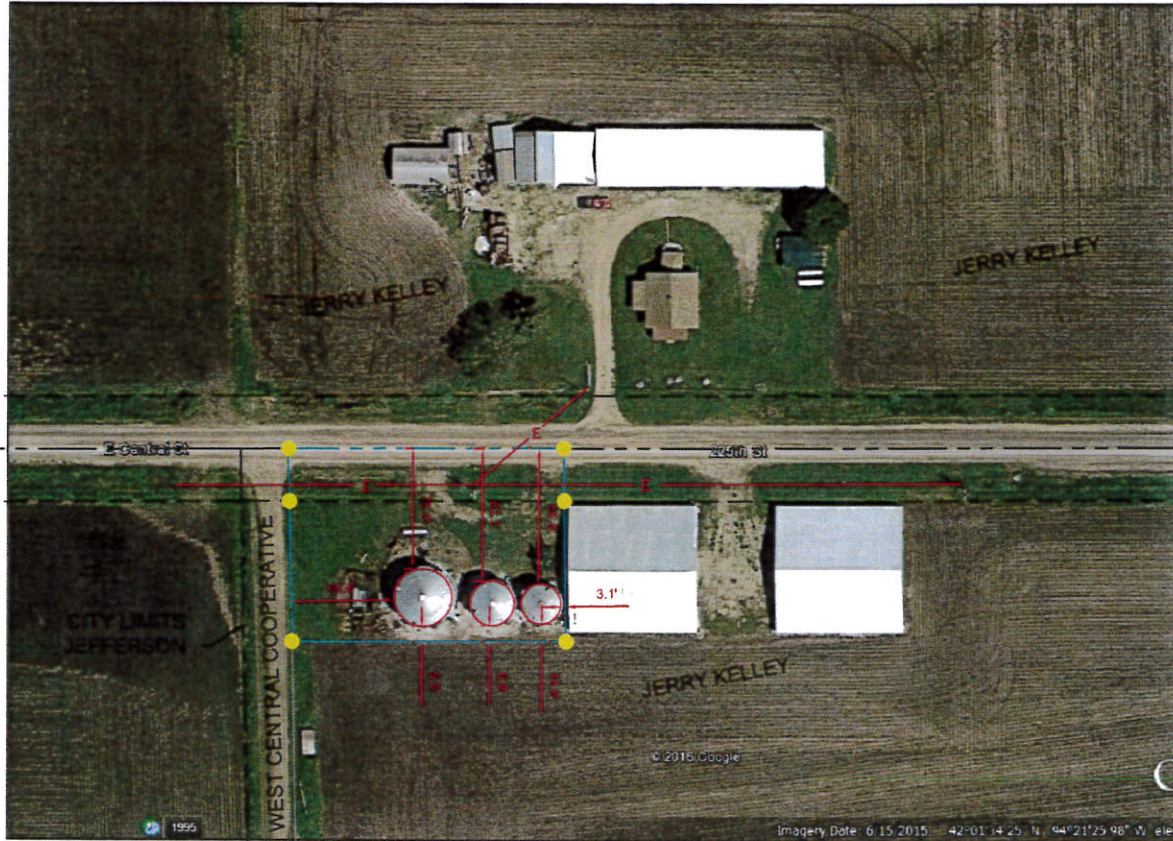
APPROVAL RECOMMENDED/NOT RECOMMENDED

City Engineer Date

APPROVAL RECOMMENDED/NOT RECOMMENDED

City Administrator Date

















GENERAL NOTES:

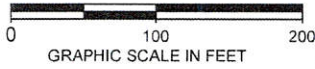
1. UTILITY LINES (OVERHEAD ELECTRIC, SANITARY SEWER, STORM SEWER, AND WATER) ARE ONLY GENERALLY LOCATED. UTILITY SERVICES BY OTHERS ARE NOT SHOWN. "ONE CALL" SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION ACTIVITIES.
2. AERIAL PHOTO IS ONLY APPROXIMATED TO PROPERTY LINES.
3. ALL EXISTING BUILDINGS SHOW ON DIVISION ARE GRAIN BINS.
4. THE CITY OF JEFFERSON HAS NO EXISTING UTILITIES ON THIS DIVISION.



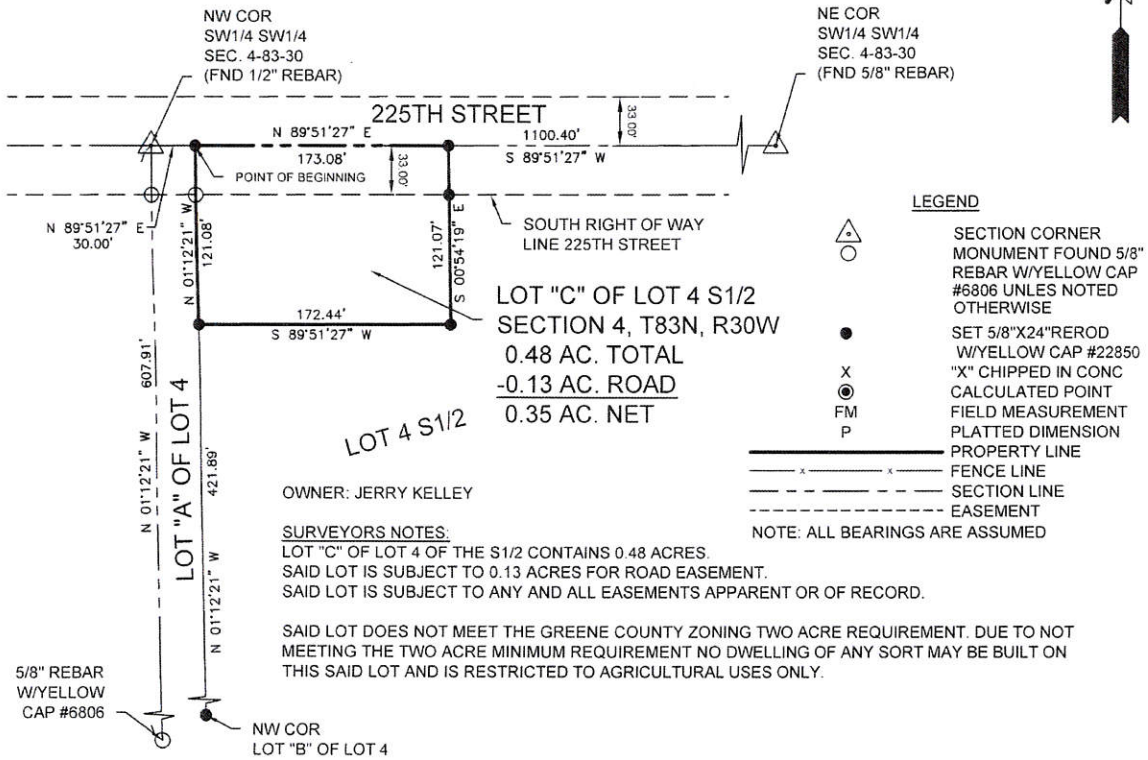
LEGEND

	E		OVERHEAD ELECTRIC
	S		SANITARY SEWER (GRAVITY)
	FM		SANITARY SEWER (FORCE MAIN)
	ST		STORM SEWER
	W		WATER MAIN
			PROPERTY CORNER

CENTRAL IOWA SURVEYING, LLC
 P.O. BOX 67 JEFFERSON, IOWA 50129
 PHONE (515) 370-2399 EMAIL rbills@centraliowasurveying.com



PLAT OF SURVEY
 LOT "C" OF LOT 4 S1/2
 SECTION 4, T83N, R30W OF THE 5TH P.M.,
 GREENE COUNTY, IOWA



- LEGEND**
- SECTION CORNER MONUMENT FOUND 5/8\"/>
 - REBAR W/YELLOW CAP #6806 UNLESS NOTED OTHERWISE
 - SET 5/8\"/>
 - W/YELLOW CAP #22850
 - "X" CHIPPED IN CONC
 - CALCULATED POINT
 - FIELD MEASUREMENT
 - PLATTED DIMENSION
 - PROPERTY LINE
 - FENCE LINE
 - SECTION LINE
 - EASEMENT
- NOTE: ALL BEARINGS ARE ASSUMED

OWNER: JERRY KELLEY

SURVEYORS NOTES:
 LOT "C" OF LOT 4 OF THE S1/2 CONTAINS 0.48 ACRES.
 SAID LOT IS SUBJECT TO 0.13 ACRES FOR ROAD EASEMENT.
 SAID LOT IS SUBJECT TO ANY AND ALL EASEMENTS APPARENT OR OF RECORD.

SAID LOT DOES NOT MEET THE GREENE COUNTY ZONING TWO ACRE REQUIREMENT. DUE TO NOT MEETING THE TWO ACRE MINIMUM REQUIREMENT NO DWELLING OF ANY SORT MAY BE BUILT ON THIS SAID LOT AND IS RESTRICTED TO AGRICULTURAL USES ONLY.

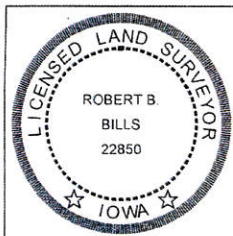
5/8\"/>

NW COR
 LOT "B" OF LOT 4

FIELD NOTES:

A TRACT OF LAND LOCATED IN LOT 4 OF THE SOUTH HALF OF SECTION 4, T83N, R30W OF THE 5TH P.M., GREENE COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT "A" OF SAID LOT 4; THENCE N89°51'27"E ON THE NORTH LINE OF SAID LOT 4 ALSO BEING THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 173.08 FEET; THENCE S00°54'19"E, A DISTANCE OF 121.07 FEET; THENCE S89°51'27"W PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 172.44 FEET TO A POINT ON THE WEST LINE OF SAID LOT "A" OF LOT 4; THENCE N01°12'21"W ON SAID WEST LINE, A DISTANCE OF 121.08 FEET TO THE POINT OF BEGINNING.



I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Robert B. Bills *10/18/16*
 Signature Date

Robert B. Bills

License number #22850
 My license renewal date is Dec. 31, 2016
 Pages or sheets covered by this seal: 1

This is the press release for Travel Iowa...

The Iowa Tourism Office and the Travel Federation of Iowa presented 27 awards recognizing excellence in the tourism industry at a ceremony recently in Davenport during the 2016 Iowa Tourism Conference in Bettendorf.

"Iowa's tourism industry is full of hard-working, passionate people dedicated to delivering our legendary warm hospitality and providing travelers with lifelong memories," said Shawna Lode, manager of the Iowa Tourism Office, in a news release. "These awards truly honor the best of the best."

"There is no higher award in the state for tourism excellence," said Keith Rahe, president of the Travel Federation of Iowa, in a news release. "We're pleased to recognize these recipients for their extraordinary efforts."

Awards to both metro and rural areas were made in 13 award categories. In addition, conference attendees voted for the People's Choice Award; nominees were the second-highest scoring nominations in 12 of the categories.

The complete list of 2016 Iowa Tourism Award recipients:

Attraction: Grout Museum District, Waterloo (Metro); John Wayne Birthplace & Museum, Winterset (Rural; tie); RVP~1875: History Boy Theatre Co., Jefferson (Rural; tie).

Community: Pella (Metro); City of LeClaire (Rural).

Dining Business: The Diving Elk, Sioux City (Metro); Checkerboard Restaurant, Pleasantville (Rural).

Event: Des Moines Beer Week, Des Moines (Metro; tie); Iowa Caucus Consortium, Des Moines (Metro; tie); Charles City Challenge, Charles City (Rural).

Individual Leader: Greg Edwards, Greater Des Moines Convention and Visitors Bureau, Des Moines (Metro); Mike Van Natta, Knoxville (Rural).

Lodging Property: Historic Park Inn Hotel, Mason City (Metro); Boulders Inn & Suites (Rural).

Marketing Collaboration: Grout Museum District, Waterloo (Metro)

New Event: Greater Des Moines Convention and Visitors Bureau, NCAA Tournaments, Des Moines (Metro); Art in the Park Elkader Fine Arts Festival, Elkader (Rural).

Niche Marketing Initiative: GO Cedar Rapids, Cedar Rapids (Metro); Falconer Gallery, Grinnell (Rural).

Promotional Material: Iowa State Fair, Des Moines (Metro); Clear Lake Area Chamber of Commerce, Clear Lake (Rural).

Retail Experience: Cedar Falls Community Main Street, Cedar Falls (Metro); Bikes To You, Grinnell (Rural).

Social Media Execution: Council Bluffs Convention and Visitors Bureau, Council Bluffs (Metro; tie); GO Cedar Rapids, Cedar Rapids (Metro; tie).

Website: GO Cedar Rapids, Cedar Rapids (Metro); Villages of Van Buren, Van Buren County (Rural).

People's Choice Award: Dubuque (Community of the Year).