

AGENDA

COUNCIL MEETING

Tuesday, April 27, 2021

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. 4/13/21 regular Council minutes.
- B. Set Public hearing for 2020-2021 budget amendments for May 25, 2021.
- C. Sewer adjustment to sewer bill of \$1,162.43.74 for property located at .
- D. Hire Carter Morton and Levi Cummings at \$7.75 per hour as seasonal help at the Jefferson Community Golf Course.
- E. Special event permit for temporary street closure
- F. Employee salaries for Calendar year 2020

IV. NEW BUSINESS:

- A. Public Hearing for 2021-2022 budget.
- B. Consider resolution approving FY 2021-2022 budget
- C. Public hearing on sale of property at 100 East State Street.
- D. Consider resolution approving agreement for sale and redevelopment of property at 100 East State Street.
- E. Public Hearing on sale of property of property at 206 North Wilson Avenue.
- F. Consider resolution approving agreement for sale and redevelopment of property at 206 North Wilson Avenue.
- G. Public hearing on sale of property located at 305 East Vest Street
- H. Consider resolution to sell property at 305 East Vest Street
- I. Public Hearing on Sale of property located at 502 West State Street
- J. Consider resolution proposing sale of property at 502 West State Street.
- K. Consider approval to hire Randy Aponte as Jefferson Patrol Officer
- L. Consider approval of proposal from Automated Systems for an upgrade to the Water Treatment Plant computer and software.
- M. Consider approval of service agreement with Bolton and Menk for City Hall entrance improvements.
- N. Consider approval of plat of survey within Jefferson's 3-mile area.
- O. Consider motion setting public hearing on proposed zoning change of Block 8, 10, 11, 12, 17 and 18 in Manning's Addition; Block 13, All of Block 14 (Except the West 132' thereof), in Subdivision of Outlot 9; Lots 1, 2, 3, 4 of Block 31, and all of Block 32, in Blairs Addition; and the East 125' of Outlot 1; all of the City of Jefferson, Greene County, Iowa; and Lot 23 of the NE ¼ NW ¼ of Section 8, Township 83 North, Range 30 West of the 5th P.M., Greene County, Iowa; all from Residential Single Family – 6 (RS-6) to Residential Multifamily 3 (RM-3).
- P. Consider motion setting public hearing on proposed zoning change of Lots 1, 2 & 3, Potter's Subdivision of Outlot 1, Manning's Addition to the City of Jefferson, Greene County, Iowa; from Light Industrial (LI) to Residential Single Family – 6 (RS-6).

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 4/27/21

NEW BUSINESS

- A. **Public Hearing for 2021-2022 budget.**
- B. **Consider resolution approving FY 2021-2022 budget.** Proposed budget attached.
- C. **Public hearing on sale of property at 100 East State Street.**
- D. **Consider resolution approving agreement for sale and redevelopment of property at 100 East State Street.** The sale price of the property is \$40,000 along with a \$110,000 economic development agreement. The sale price and economic development agreement are forgivable over a 10-year period if the conditions agreement are followed. See attached agreement. The agreement is still in draft format pending verification of final amounts for the development of the property.
- E. **Public Hearing on sale of property of property at 206 North Wilson Avenue.**
- F. **Consider resolution approving agreement for sale and redevelopment of property at 206 North Wilson Avenue.** The sale price of the property is \$78,000 along with a \$72,000 economic development agreement. The sale price and economic development agreement are forgivable over a 10-year period if the conditions agreement are followed. See attached agreement,
- G. **Public hearing on sale of property located at 305 East Vest Street**
- H. **Consider resolution to sell property at 305 East Vest Street.** The proposal is to sell the vacant lot to the adjacent property owners John and Angela Wiggins for \$250.
- I. **Public Hearing on Sale of property located at 502 West State Street**
- J. **Consider resolution proposing sale of property at 502 West State Street.** The proposal is to sell the vacant lot to the adjacent property owner Camden Enterprises IV, LLC for \$250.
- K. **Consider approval to hire Randy Aponte as Jefferson Patrol Officer.** Recommendation is to hire Randy Aponte at the starting wage of \$47,321.
- L. **Consider approval of proposal from Automated Systems for an upgrade to the Water Treatment Plant computer and software.** Committee reviewed and is recommending a \$24,400 computer upgrade for the water plant. See attached description of equipment and services.
- M. **Consider approval of service agreement with Bolton and Menk for City Hall entrance improvements.** Committee recommending to proceed with improvements to the front entrance of City Hall to make it more accessible and appealing. See attached letter from Bolton and Menk on project overview. The cost of the \$17,100 is part of the 2019 Bond issue that included City Hall improvements.
- N. **Consider approval of plat of survey within Jefferson's 3-mile area.** Attached is the application. Although the property is not within the city limits of Jefferson, the City is entitled to review the application as a means of commenting on issues that may affect future growth of the City.
- O. **Consider motion setting public hearing on proposed zoning change of Block 8, 10, 11, 12, 17 and 18 in Manning's Addition; Block 13, All of Block 14 (Except the West 132' thereof), in Subdivision of Outlot 9; Lots 1, 2, 3, 4 of Block 31, and all of Block 32, in Blairs Addition; and the East 125' of Outlot 1; all of the City of Jefferson, Greene County, Iowa; and Lot 23 of the NE ¼ NW ¼ of Section 8, Township 83 North, Range 30 West of the 5th P.M., Greene County, Iowa; all from Residential Single Family – 6 (RS-6) to Residential Multifamily 3 (RM-3).** See attached map
- P. **Consider motion setting public hearing on proposed zoning change of Lots 1, 2 & 3, Potter's Subdivision of Outlot 1, Manning's Addition to the City of Jefferson, Greene County, Iowa; from Light Industrial (LI) to Residential Single Family – 6 (RS-6).**

COUNCIL MEETING

April 13, 2021

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Gordon Presided.

No citizens spoke during the Open Forum.

On motion by Sloan, second by Zmolek, the Council approved the following consent agenda: March 23, 2021 Council Minutes, April 6, 2021 Special Council Minutes, Hire Dale Morlan as part time seasonal help at Public Works for \$15 per hour and Payment of monthly bills from City funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

This was the time and place for the Public Hearing on Proposed FY 2021-2022 Maximum Property Tax Dollars. Mayor Gordon asked for oral or written comments and there were none. On motion by Sloan, and second by Wetrich, the Council closed the Public Hearing.

AYE: Jackson, Sloan, Wetrich, Zmolek, Ahrenholtz

NAY: None

RESOLUTION NO. 25-21

On motion by Ahrenholtz, and second by Zmolek, the Council approved Resolution No. 25-21, a resolution for the approval of Fiscal Year 2022 Maximum Property Tax Dollars.

AYE: Sloan, Wetrich, Zmolek, Ahrenholtz, Jackson

NAY: None

RESOLUTION NO. 26-21

On motion by Wetrich, second by Jackson, the Council approved Resolution No. 26-21, a resolution setting time and place for a Public Hearing concerning the Budget for Fiscal Year 2021-2022 for the City of Jefferson, Iowa. The Public Hearing is set for April 27, 2021 at 5:30 p.m.

AYE: Wetrich, Zmolek, Jackson, Ahrenholtz, Sloan

NAY: None

On motion by Jackson, second by Zmolek, the Council approved to authorize the Jefferson Fire Department to conduct a controlled burn on structure located at 703 N Wilson Ave.

AYE: Sloan, Zmolek, Wetrich, Jackson, Ahrenholtz

NAY: None

On motion by Wetrich, second by Sloan, the Council approved a plat of survey at 1005 E Lincoln Way. Midland Power has two parcels. Midland will retain possession of the West lot and Greene County will take possession of the East lot.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

RESOLUTION NO. 27-21

On motion by Ahrenholtz, second by Sloan, the Council approved Resolution No. 27-21, a resolution Awarding Contract and Approving Contract and Bond for the 2021 Alley Improvement Project to TK Concrete, Inc. from Pella, Iowa with a bid of \$142,079.00.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

On motion by Sloan, second by Jackson, the Council approved the addendum to Professional Services Agreement with Bolton and Menk, Inc., for engineering services for the 2021 Alley reconstruction project for addition of \$16,500.00 to the total fee provided in the original contract. Revised total fee for the project is estimated at \$33,000.00.

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

On motion by Wetrich, second by Zmolek, the Council approved pay estimate #7 to Caliber Concrete LLC in the amount of \$74,027.14 for Jefferson Shared Use Path Improvements Project.

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

RESOLUTION NO. 28-21

On motion by Jackson, second by Wetrich, the Council approved Resolution No. 28-21, a resolution proposing agreement for sale and redevelopment of property at 100 E State St. and setting Public Hearing for April 27, 2021 at 5:30 p.m.

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

RESOLUTION NO. 29-21

On motion by Wetrich, second by Sloan, the Council approved Resolution No. 29-21, a resolution proposing agreement for sale and redevelopment of property at 206 North Wilson Avenue and Setting Public Hearing for April 27, 2021 at 5:30 p.m.

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

RESOLUTION NO. 30-21

On motion by Sloan, second by Zmolek, the Council approved Resolution No. 30-21, a resolution proposing sale of property located at 305 East Vest Street and setting Public Hearing for April 27, 2021 at 5:30 p.m.

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

RESOLUTION NO. 31-21

On motion by Jackson, second by Wetrich, the Council approved Resolution No. 31-21, a resolution proposing sale of property located at 502 West State Street and setting Public Hearing for April 27, 2021 at 5:30 p.m.

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

RESOLUTION NO. 32-21

On motion by Jackson, second by Zmolek, the Council approved Resolution No. 32-21, a resolution approving Loan Agreement and Authorizing Issuance of General Obligation Corporate Purpose and Refunding Bonds, Series 2021A and providing for the levy of taxes.

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

RESOLUTION NO. 33-21

On motion by Wetrich, second by Sloan, the Council approved Resolution No. 33-21, a resolution approving Loan Agreement and Authorizing Issuance of Taxable General Obligation Urban Renewal Bonds, Series 2021B and providing for the tax levy of taxes.

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

AGENDA

WATER/SEWER, STREET/SANITATION COMMITTEES TUESDAY, APRIL 20, 2021, 12:00 NOON JEFFERSON CITY HALL

I. SEWER

Review of request for adjustment to sewer charges.
Review of sewer rates for sewer plant upgrade

II. WATER

Discussion of water line extension on Mulberry Street north from Russell.
Policy of minimum charges on inaccessible
unoccupied /abandon properties.
Discussion on meter rental.
Discussion of software upgrades for the water plant.

III. STREETS/PUBLIC IMPROVEMENT

Welcome Sign on East Lincoln Way Entry
Mulberry Street Repairs
Accessibility improvements to City Hall front entrance

IV. SANITATION/RECYCLE

Waste collection report.
Recycling report.

RESOLUTION NO. 34-21

RESOLUTION APPROVING EMPLOYEE SALARIES FOR CALENDAR YEAR
2020

WHEREAS, the City of Jefferson Wage and Benefit Committee has met to consider Salaries for the City of Jefferson employees, and

WHEREAS, the City of Jefferson has paid the following salaries for the calendar year 2020 for the City of Jefferson employees:

Behrens, Jeremy C.	\$38,397.34
Bigler, Bohden D.	\$8,758.29
Brenner, Jamie R.	\$8,221.18
Chapman, Andrew S.	\$16,542.07
Clouse, Mark A.	\$64,190.83
Enns, Heath A.	\$44,998.31
Jackson, Cole A.	\$29,298.38
Jones, Shane M.	\$44,193.29
Kroeger, Jason J.	\$51,256.13
Wilson, Ashley S.	\$11,662.94
Wolterman, Mark N.	\$28,324.13
Young, Johnathan T.	\$49,978.49
Bauer, Derrik M.	\$1,369.93
Black, Chad A.	\$875.00
Carman, Amelia M.	\$1,120.00
Chargo, Dallas G.	\$360.00
Cunningham, Eldon D.	\$1,470.00
Eliserio, Eric J.	\$550.00
Fester, Jacob W.	\$1,480.00
Fester, Timothy W.	\$1,525.00
Ganoe, Jamie L.	\$2,125.00
Hadley, Robert A.	\$900.00
Hermansen, Jesse D.	\$1,215.00
Kersey, Jonathan M.	\$1,149.82
Lamaak, Justin J.	\$1,325.00
Lawson, Robert E.	\$1,804.44
McDowell, Jason E.	\$15.00
Newby, Robert J.	\$825.00
Olson, Shawn T.	\$1,345.50
Promes, Dean A.	\$1,350.93
Scheffler, Steven A.	\$400.00
Schiltz, Sean P.	\$1,364.81
Schiltz, Sydney A.	\$795.00
Schrunk, David J.	\$940.00

Semke, Ted L.	\$350.00
Venteicher, Justin D.	\$945.00
Wahl, Michael J.	\$1,265.00
Webber, Scott R	\$865.00
Williams, Jack J.	\$3,190.00
Morlan, David M.	\$67,938.16
Allen, Joleen S.	\$88.00
Clark, Teresa S.	\$35,083.58
Contner, Judy K.	\$236.00
Gilbertson, Sadie I.	\$2,733.27
Hamilton, Margaret	\$1,756.53
Kingery, Catherine J.	\$7,046.27
Lansman, Marilyn P.	\$5,553.89
Millard, Jane E.	\$47,911.47
Mohler, Judith E.	\$1,237.42
Pettit, Darrell G.	\$4,869.62
Schwery, Sarah D.	\$11,601.04
Sharpe, Janice A.	\$6,551.99
Stehn, Diana L.	\$8,703.59
Onken, Duane R.	\$43,649.51
Brant, Lois R.	\$5,140.13
Braun, Landon M.	\$700.00
Bryson, Jack E.	\$1,486.63
Danielson, Gary F.	\$2,031.81
Hammen, Dennis L.	\$47,090.49
Hauptert, Carla S.	\$90.00
Hueser, Ethan M.	\$825.74
Kennedy, Denise A.	\$90.00
Kerr, Mailee	\$4,107.60
Kral, Nathan R.	\$36,080.64
Kruse, Arizona S.	\$641.77
Lang, Simeon J.	\$31,690.57
McGrauth, Corey M.	\$2,279.35
Meredith, Donna J.	\$513.77
Monthei, Kelly M.	\$204.75
Nugent, Paul E.	\$2,344.00
Rasmussen, Susan G.	\$90.00
Telleen, Samantha E.	\$459.06
Vanderwilt, Emily N.	\$151.81
Vaughan, Megan E.	\$936.68
Aubrey, Jordan N.	\$826.51
Ausberger, Lucas F.	\$2,049.69
Ausberger, Nathan L.	\$401.25
Ausberger, Sophia H.	\$1,719.13

Carlson, Eliza C.	\$1,548.00
Collier, Nicole M.	\$618.00
Dudley, Lucy J.	\$2,565.02
Ewalt, Joshua M.	\$3,386.75
Havens, Sophia Z.	\$1,152.00
Higgins, Corey A.	\$426.25
Hunter, Ashley R.	\$686.25
Lenchanko, Edwin L.	\$1,556.00
Lowe, Tegan D.	\$2,538.13
Madson, Ellie M.	\$1,852.82
Olson, Brooklynn O.	\$62.00
Pound, Anna L.	\$2,909.70
Ruzicka, Brynley K.	\$690.01
Vanderlinden, Gavin C.	\$371.26
Block, Elijah C.	\$2,491.63
Cartwright, Jeremy A.	\$1,048.82
Cervený, Jason C.	\$1,779.74
Clancy, Quinton R.	\$1,788.33
Destival, David A.	\$22,801.53
Destival, Micah P.	\$30,766.04
Morton, Carter J.	\$2,007.25
Renwanz, Cody W.	\$4,939.20
Davis, David L.	\$47,983.58
Ahrenholtz, Harry E.	\$1,349.42
Gordon, Matthew J.	\$4,498.08
Jackson, Darren F.	\$1,349.42
Palmer, Michael S.	\$94,585.20
Sloan, David L.	\$1,440.00
Wetrich, Matthew T.	\$1,293.20
Zmolek, Patrick M.	\$1,124.52
Gorsuch, Roxanne R.	\$45,075.80
Gregerson, Teresa A.	\$17,532.87
Kennedy, Diane M.	\$30,704.64
Larsen, Melody S.	\$25,734.36
Richardson, Joyce D.	\$10,776.33
Sorensen, Nickolas L.	\$54,249.92
Stevens, Chad M.	\$11,791.80
McDowell, Bill D.	\$43,208.01
Robbins, Rodney A.	\$43,035.62
Teeple, David M.	\$56,119.93
DeMoss, Kyle R.	\$41,018.63
Schilling, Thomas R.	\$58,484.12
Silbaugh, Michael J.	\$40,754.96
Moranville, Daniel J.	\$56,740.10

Olson, Shawn C.	\$39,848.53
Hostetler, Paul D.	\$48,776.55
Morlan, Dale E.	\$7,853.33
Schmidt, Kenneth D.	\$42,915.72
Wallace, Michael C.	\$38,453.78
Curtis, Kent C.	\$39,745.23

NOW, THEREFORE, BE IT RESOLVED THAT THE City Council of the City of Jefferson approved the salaries for the City of Jefferson employees from January 1, 2020 - December 31, 2020 as they are listed in this resolution.

PASSED AND ADOPTED this day of April 27, 2021.

Matt Gordon, Mayor

Roxanne Gorsuch, City Clerk

form of real estate mortgage - Form No. 128) (the “**\$40,000.00 Mortgage**”), which mortgage shall be a first lien against the Property. The loan evidenced by the \$40,000.00 Note is a forgivable loan, the principal of which, subject to Developers’ fulfillment of the terms of this Agreement, will be forgiven by the City in 10 equal annual installments of \$4,000.00 each on _____ of each year beginning _____, 2022.

3. **Taxes.** City shall pay all regular real estate taxes for fiscal year 2019-2020 (those due and payable in fiscal year 2020-2021) and all special assessments which are a lien on the Property as of the date of this Agreement, and Developers agree to accept the Property subject to all subsequent taxes and assessments beginning with the installment payable September 2021. No proration or adjustment for taxes shall be made at closing, and each party shall pay taxes for which it is responsible directly to the County Treasurer.

4. **Abstract.** City agrees to deliver to Developers for their examination an abstract of title covering the above described real estate continued to the current time and showing merchantable title in City in accordance with Iowa Title Standards, subject to the matters permitted by this Agreement. Upon receipt of the continued abstract Developers shall have 20 days within which to notify City in writing of any objections to title. If no written objections are made within this time then title shall be deemed approved for all purposes under this Agreement. City may but will not be required to cure any title exceptions or objections to title. If there are any objections to title which significantly affect the value or marketability of title to the Property that City will not cure, then Developers will have the right to rescind and terminate this Agreement.

5. **Risk of Loss and Insurance.** City shall bear the risk of loss or damage to the Property prior to delivery of possession, and thereafter such risk of loss shall be borne by Developers.

6. **Conditions to Closing.** City will not be required to complete the closing of the sale of the Property until the following conditions have been met:

(a) Developers shall have taken all action necessary for them to be eligible to receive the proceeds of the Challenge Grant to assist with the improvements to the Property.

(b) Developers acknowledging and accepting easements benefiting the Property, such easements including (i) emergency egress from the second story of the Property over and across the real estate directly east of the Property and locally known as 102 East State Street, Jefferson, IA (“102 E. State”), (ii) utility easements from 102 E. State as well as the real estate located directly north of the Property and locally known as 205 North Wilson Avenue, Jefferson, IA (“205 N. Wilson”); and (iii) an ingress/egress easement from the second floor of 205 N. Wilson to the second floor of the Property, by way of a staircase leading from the west entrance to 205 N. Wilson (collectively the “Easements”). The Easements shall be prepared by the City at City’s sole cost, and recorded at City’s expense, but should recording be completed post-closing, the Easements shall be executed by the Developer and the other salient parties.

7. **Condition of Property.** (a) Developers acknowledge that they have inspected the Property covered by this Agreement and are satisfied with its condition and are relying solely on

their own inspection and investigation and not on any statement or representation made by City or its agents.

(b) City represents that it has no knowledge of any wells, solid waste disposal sites, hazardous wastes, underground storage tanks, private burial sites, or any private sewage disposal systems on the Property, and agrees to deliver at closing a groundwater hazard statement confirming such representation.

(c) **DISCLAIMER.** SUBJECT TO CITY'S REPRESENTATIONS IN (b) ABOVE THE PROPERTY IS BEING SOLD BY CITY TO DEVELOPERS IN "AS IS-WHERE IS" CONDITION AND WITH ALL FAULTS AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT CITY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF THE PROPERTY.

8. **Closing and Possession.** (a) Closing of the sale of the Property under this Agreement shall be held within 10 days after City's abstracting obligations under this Agreement have been met at the offices of Hoyt & Morain Law Firm or at such other place as may be mutually agreed upon by City and Developers.

(b) At closing City shall deliver to Developers, in addition to any other items required under this Agreement, the following: (i) a quitclaim deed conveying marketable title to the Property to Developers, free and clear of all liens, charges and encumbrances, except taxes and assessments required to be paid by Developers under this Agreement, easements for public utilities and streets and such other easements, covenants, restrictions and reservations as Developers may approve, (ii) a real estate transfer declaration of value, (iii) a groundwater hazard statement, (iv) a closing statement, executed by City, and (v) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this Agreement, each executed and acknowledged as applicable by City.

(c) At closing Developers shall deliver to City, in addition to any other items required under this Agreement, the following: (i) the \$40,000.00 Note and the \$40,000.00 Mortgage required under this Agreement, (ii) the \$110,000.00 Note and the \$110,000.00 Mortgage required under this Agreement, (iii) a closing statement, duly executed by Developers, and (iv) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this Agreement, each executed and acknowledged as applicable by Developers.

(d) Possession of the Property shall be delivered by City to Developers upon the completion of closing.

9. **Redevelopment.** Commencing immediately after closing Developers agree to repair, improve, redevelop and rehabilitate the building located on the real estate substantially in accordance with plans submitted by them to the City, which plans also were submitted with their application for the Challenge Grant (the "**Improvement Project**"). Developers shall assure that all repairs and improvements are completed in a good and workmanlike manner and in compliance with all applicable historic guidelines, codes and ordinances. Developers shall make sure that all contractors, subcontractors and materialmen are timely paid and that the Property is

kept free and clear of any mechanic's liens. The Improvement Project shall be substantially completed on or before January 1, 2022.

10. **\$110,000.00 Forgivable Loan by City for Improvements.** (a) Subject to Developers' fulfillment of the terms and conditions required of them under this Agreement, City agrees to make a forgivable loan to Developers in an amount up to \$110,000.00 to assist with the Improvement Project (the "**\$110,000.00 Forgivable Loan**"). At the time of closing Developers shall execute and deliver to City their \$110,000.00 promissory note in the form of Exhibit B attached hereto (the "**\$110,000.00 Note**"), which amount shall be secured by an open-end real estate mortgage covering the Property (on the most current Iowa State Bar Association form of real estate mortgage (open end) - Form No. 127) (the "**\$110,000.00 Mortgage**"), which mortgage shall be a third lien against the Property, subject only to the first lien of City's \$40,000.00 Mortgage. The loan evidenced by the \$110,000.00 Note is a forgivable loan, the principal of which, subject to Developers' fulfillment of the terms of this Agreement, will be forgiven by the City in 10 equal annual installments in an amount equal to 1/10 of the actual total amount of funds advanced by the City under this loan on _____ of each year beginning _____, 2022.

(b) Developers have estimated the total cost of the Improvement Project to be **\$374,000.00**, which is to be funded by **\$149,000.00** of their own funds, \$40,000.00 forgivable loan from the City for the purchase price of the building, \$110,000.00 forgivable loan from the City for improvements, and **\$75,000.00** Challenge Grant from Main Street for improvements.

(c) The City will establish and maintain a separate trust and agency account for the purpose of coordinating the disbursement of payments for bills incurred for this Improvement Project. Developers shall pay their \$_____ (adjusted as provided in this Agreement) to City at the time of closing and City will use those funds first, and funds from the City's \$110,000.00 Forgivable Loan second for payment of bills incurred in the Improvement Project. Disbursement of funds from the Challenge Grant will be handled in accordance with the requirements of the Challenge Grant program, and Developers agree to strictly comply with the requirements of that program in order to obtain the release of those funds in a timely manner. City will be requiring progress lien waivers as bills are paid and Developers will cooperate and assist City in obtaining such waivers. City shall not be required to make disbursements more frequently than monthly and City will in no event be obligated to pay any bills from any sources other than those described above.

(d) **Attached to this Agreement are copies of the plans for the Improvement Project and of the budget previously presented by Developers to the City, and Developers represent that the budget is still accurate and represents the total estimated amount required to complete the Improvement Project. Developers agree to promptly notify City if there are any changes to the budget or the estimated amount required to complete the Improvement Project.**

(e) Developers agree to keep City advised at all times of the names of all contractors and subcontractors providing labor, equipment or materials for the Improvement Project, and of the type of work, material, equipment or services and dollar amount covered by each of their respective contracts or subcontracts. Upon request of the City, Developers shall

deliver to City a copy of each contract and subcontract. City will only disburse funds to the contractors and subcontractors whose names and contract descriptions have been provided to it.

(f) Developers will submit all invoices, bills, statements, and claims for payment in connection with the Improvement Project to City promptly upon receipt of the same and shall certify to City that services or materials for which payment is requested have been satisfactorily performed or delivered to the site. City may also make its own inquiry or inspection before making disbursement. City, in its discretion, may disburse to the Developers, directly to the contractor or subcontractor requesting payment, or jointly to both. Prior to making any disbursement City may require that it be provided with lien waivers for all work or materials previously paid for.

(g) Developers shall also on a monthly basis provide to City an updated budget showing services and materials paid for to date and that the remaining sources of funds described in this Agreement will be sufficient to cover all remaining costs. If remaining sources of funds are insufficient to cover remaining costs, then City will have no obligation to advance any additional funds under this Agreement.

11. **Conditions of Forgivable Loans.** The conditions of the \$40,000.00 Note and the \$110,000.00 Note being forgiven in accordance with this Agreement are that for a period of ten years Developers: (i) own, operate, and keep the Property open during all normal business hours as a restaurant and gift shop and (ii) not sell, assign, transfer, further mortgage or encumber all or any part of the Property without City's prior written consent. Developers agree to pay all unforgiven principal of the \$40,000.00 Note and the \$110,000.00 Note in one installment on the maturity date stated in such notes, unless the loans are otherwise forgiven.

12. **Waiver of Tax Abatement.** In consideration of the economic benefits provided by City under this Agreement, Developers waive any right they may have to receive any exemption from taxation for the value of improvements to be added to the Property, and they agree not to file any application or claim for such benefits.

13. **Own Legal Counsel and Tax Advisors.** Developers acknowledge that they have had the opportunity to consult with their own legal counsel and tax advisors as to the legal and tax effects of this Agreement and are not relying on any representation or statement made by City or the Main Street organization (local and State levels).

14. **Events of Default.** The following shall constitute events of default ("**Events of Default**") under this Agreement:

(a) Developers shall fail to perform any covenant or agreement required to be performed by them before closing.

(b) Developers shall fail to pay any amounts required of them at closing.

(c) Developers shall fail to substantially complete the Improvement Project by the agreed deadline.

(d) Default in the payment of any principal under the \$40,000.00 Note or the \$110,000.00 Note given pursuant to this Agreement when and as the same shall become due and payable, or default in the payment of any other amounts required to be paid under the \$40,000.00 Note or the \$110,000.00 Note, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise.

(e) Default in the performance, or breach, of any covenant or agreement of the Developers in this Agreement (other than their agreement to make principal and other payments under the \$40,000.00 Note and the \$110,000.00 Note) and the continuance of such default for 10 days after written notice specifying such default and requiring the same to be remedied shall have been given to Developers by the City.

(f) Default in the performance, or breach, of any covenant or agreement of the Developers under the \$40,000.00 Mortgage or \$110,000.00 Mortgage given pursuant to this Agreement.

(g) Developers shall fail to comply with or meet the conditions required of them in order to obtain the release of funds under the Challenge Grant.

15. **Rights and Remedies.** Upon the occurrence of an Event of Default or at any time thereafter until such Event of Default is cured or waived, the City may exercise any or all of the following rights and remedies:

(a) If any Event of Default occurs prior to closing, then City may forfeit this Agreement as provided by Chapter 656 of the Iowa Code in which event any payments made and improvements made on the Property shall be forfeited and City shall have no further obligation under this Agreement.

(b) City may terminate and not make any further advances under its \$110,000.00 Forgivable Loan.

(c) By notice to the Developers, City may declare the entire unpaid principal amount of the \$40,000.00 Forgivable Loan and the \$110,000.00 Forgivable Loan, and all other amounts due and payable under this Agreement, to be immediately due and payable, whereupon all amounts due under this Agreement and the unforgiven portions of the \$40,000.00 Forgivable Loan and \$110,000.00 Forgivable Loan shall be due and payable, without presentment, demand, protest or further notice of any kind.

(d) City may exercise and enforce the rights and remedies available to it under the \$40,000.00 Note, the \$40,000.00 Mortgage, the \$110,000.00 Note, and the \$110,000.00 Mortgage, or any one or more of them.

(e) City may exercise any other right or remedy as may be provided by law or equity.

(f) In any action or proceeding relating to this Agreement City shall be entitled to receive reasonable attorneys' fees and costs as permitted by law.

16. **Purpose of Agreement and Survival.** This Agreement covers the rights of the parties with respect to both the sale of the Property and the rehabilitation and redevelopment of the Property after closing. All covenants, agreements, indemnities and representations of City and Developers under this Agreement shall survive the closing of the sale of the Property and shall continue until the forgivable loans being made by City to Developers under this Agreement have been completely forgiven.

17. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties relating to the transaction contemplated hereby and may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought. If any clauses or provisions herein contained would invalidate this Agreement in whole or in part, such clauses or provisions only shall be invalid, and the remainder of this Agreement will remain in full force and effect.

18. **Notices.** Any notice to either party that may be required hereunder or which either party is permitted or may desire to give to the other party must be in writing and may be given by personal delivery, by reputable overnight courier, or by registered or certified mail, return receipt requested, postage prepaid, to the party for whom it is intended at the address stated below or such other address as it may have designated in writing in the manner provided in this paragraph. Any such notice will be deemed to have been given (i) if personally delivered, when so delivered; (ii) if sent by reputable national overnight courier, upon confirmation of receipt; or (iii) if mailed by registered or certified mail, return receipt requested, postage prepaid, upon confirmation of receipt.

If to City:

City of Jefferson
Attn: City Administrator
220 N. Chestnut St.
Jefferson, Iowa 50129

If to Developers:

Why Not Us, LLC
c/o Rita H. Pedersen
114 S. Wilson Ave., PO Box 310
Jefferson, IA 50129

19. **Miscellaneous.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. The use of any gender shall include all genders, and the use of any number shall be construed as singular or plural as the case may require. All obligations, covenants, agreements and warranties contained herein are and shall be joint and several as to each party bound thereby. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

The parties are signing this Agreement as of the date stated in the introductory paragraph.

WHY NOT US, LLC

CITY OF JEFFERSON

, Developer

By _____
Matt Gordon, Mayor

, Developer

Attest:

Roxanne Gorsuch, City Clerk

DRAFT

PROMISSORY NOTE

\$40,000.00

Jefferson, Iowa

_____, 2021

For value received, the undersigned, _____, of Jefferson, Iowa (the "**Borrowers**"), promise to pay to the order of the City of Jefferson (the "**City**"), the principal sum of \$40,000.00, with no interest, on _____, 2031.

Pursuant to that certain Agreement for Sale and Redevelopment of Property between the City and Borrowers dated _____, (the "**Agreement**"), the City has made a forgivable loan to the Borrowers in the principal amount of \$40,000.00 (the "**40,000.00 Forgivable Loan**"), which amount represents the purchase price of the Property sold to the Borrowers under the Agreement, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

The \$40,000.00 Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

Payment of principal of the \$40,000.00 Forgivable Loan, if required, shall be made to the City at the following address: City of Jefferson, Attn: City Clerk, 220 North Chestnut Street, Jefferson, IA 50129, unless sooner forgiven in accordance with the Agreement.

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

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

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

This Note is secured by a real estate mortgage covering the Property sold to the Borrowers under the Agreement.

PROMISSORY NOTE

\$110,000.00

Jefferson, Iowa

_____, 2021

For value received, the undersigned, _____, of Jefferson, Iowa (the "**Borrowers**"), promise to pay to the order of the City of Jefferson (the "**City**"), the principal sum of \$110,000.00, with no interest, on _____, 2031.

Pursuant to that certain Agreement for Sale and Redevelopment of Property between the City and Borrowers dated _____, (the "**Agreement**"), the City has made a forgivable loan to the Borrowers in the principal amount of \$110,000.00 (the "**110,000.00 Forgivable Loan**"), the proceeds of which are to be used for the improvement of Property sold to the Borrowers under the Agreement, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

The \$110,000.00 Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

Payment of principal of the \$110,000.00 Forgivable Loan, if required, shall be made to the City at the following address: City of Jefferson, Attn: City Clerk, 220 North Chestnut Street, Jefferson, IA 50129, unless sooner forgiven in accordance with the Agreement.

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

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

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

This Note is secured by a real estate mortgage covering the Property sold to the Borrowers under the Agreement.

AGREEMENT FOR SALE AND REDEVELOPMENT OF PROPERTY

This Agreement for Sale and Redevelopment of Property (the “**Agreement**”) is dated _____, 2021, and is between the City of Jefferson, Iowa (the “**City**”), and The Stitch, LLC, a limited liability company formed under the laws of the State of Iowa (the “**Developer**”).

The City has acquired ownership of a building and real estate located at 206 N Wilson Ave., in Jefferson, Iowa (more specifically described below; the Property), which is located just off the main square of the City’s central business district and is currently vacant and in need of improvements. The Property is located within the Jefferson Urban Renewal Area, as previously adopted and amended.

The City previously published an advertisement seeking proposals for the redevelopment of the Property, and the Developers have submitted a proposal to the City which it desires to accept.

It has been proposed that the City transfer ownership of the Property and provide financial assistance to the Developers for the improvement of the Property for the purpose of opening a new business in exchange for their forgivable promissory notes and other covenants under this Agreement.

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

The parties therefore agree as follows:

1. **Sale of Property.** On the terms set forth in this Agreement, City agrees to sell to Developers and Developers agree to purchase and accept from City the following described real estate:

The North Half of the East One-third of Lot 91 and the North Half of Lot 92, all in Block 9, in the Original Town (now City) of Jefferson, Greene County, Iowa,

the exact legal description of which will be taken from the abstract of title, which has a local street address of 206 N. Wilson Ave., Jefferson, Iowa, together with all easements and servient estates appurtenant thereto and all improvements situated thereon, subject to easements for public utilities and streets, subject to zoning restrictions, and subject to such other easements, covenants, restrictions, and reservations as Developers may approve (the “**Property**”).

2. **Purchase Price - \$78,000.00 Forgivable Loan.** Developers agree to pay for the Property the sum of \$78,000.00 (the “**Purchase Price**”) which shall be paid to City at the time of closing by the execution and delivery of Developers’ \$78,000.00 promissory note to the City in the form of Exhibit A attached hereto (the “**\$78,000.00 Note**”), which amount shall be secured by a real estate mortgage covering the Property (on the most current Iowa State Bar Association form of real estate mortgage - Form No. 128) (the “**\$78,000.00 Mortgage**”), which mortgage shall be a first lien against the Property. The loan evidenced by the \$78,000.00 Note is a forgivable loan, the principal of which, subject to Developers’ fulfillment of the terms of this

Agreement, will be forgiven by the City in 10 equal annual installments of \$7,800.00 each on _____ of each year beginning _____, 2022.

3. **Taxes.** City shall pay all regular real estate taxes for fiscal year 2019-2020 (those due and payable in fiscal year 2020-2021) and all special assessments which are a lien on the Property as of the date of this Agreement, and Developers agree to accept the Property subject to all subsequent taxes and assessments beginning with the installment payable September 2021. No proration or adjustment for taxes shall be made at closing, and each party shall pay taxes for which it is responsible directly to the County Treasurer.

4. **Abstract.** City agrees to deliver to Developers for their examination an abstract of title covering the above described real estate continued to the current time and showing merchantable title in City in accordance with Iowa Title Standards, subject to the matters permitted by this Agreement. Upon receipt of the continued abstract Developers shall have 20 days within which to notify City in writing of any objections to title. If no written objections are made within this time then title shall be deemed approved for all purposes under this Agreement. City may but will not be required to cure any title exceptions or objections to title. If there are any objections to title which significantly affect the value or marketability of title to the Property that City will not cure, then Developers will have the right to rescind and terminate this Agreement.

5. **Risk of Loss and Insurance.** City shall bear the risk of loss or damage to the Property prior to delivery of possession, and thereafter such risk of loss shall be borne by Developers.

6. **Conditions to Closing.** City will not be required to complete the closing of the sale of the Property until the conditions of this Agreement have been met.

7. **Condition of Property.** (a) Developers acknowledge that they have inspected the Property covered by this Agreement and are satisfied with its condition and are relying solely on their own inspection and investigation and not on any statement or representation made by City or its agents.

(b) City represents that it has no knowledge of any wells, solid waste disposal sites, hazardous wastes, underground storage tanks, private burial sites, or any private sewage disposal systems on the Property, and agrees to deliver at closing a groundwater hazard statement confirming such representation.

(c) **DISCLAIMER.** SUBJECT TO CITY'S REPRESENTATIONS IN (b) ABOVE THE PROPERTY IS BEING SOLD BY CITY TO DEVELOPERS IN "AS IS-WHERE IS" CONDITION AND WITH ALL FAULTS AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT CITY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF THE PROPERTY.

8. **Closing and Possession.** (a) Closing of the sale of the Property under this Agreement shall be held within 10 days after City's abstracting obligations under this Agreement have been met at the offices of Hoyt & Morain Law Firm or at such other place as may be mutually agreed upon by City and Developers.

(b) At closing City shall deliver to Developers, in addition to any other items required under this Agreement, the following: (i) a quitclaim deed conveying marketable title to the Property to Developers, free and clear of all liens, charges and encumbrances, except taxes and assessments required to be paid by Developers under this Agreement, easements for public utilities and streets and such other easements, covenants, restrictions and reservations as Developers may approve, (ii) a real estate transfer declaration of value, (iii) a groundwater hazard statement, (iv) a closing statement, executed by City, and (v) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this Agreement, each executed and acknowledged as applicable by City.

(c) At closing Developers shall deliver to City, in addition to any other items required under this Agreement, the following: (i) the \$78,000.00 Note and the \$78,000.00 Mortgage required under this Agreement, (ii) the \$72,000.00 Note and the \$72,000.00 Mortgage required under this Agreement, (iii) a closing statement, duly executed by Developers, and (iv) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this Agreement, each executed and acknowledged as applicable by Developers.

(d) Possession of the Property shall be delivered by City to Developers upon the completion of closing.

9. **Redevelopment.** Commencing immediately after closing Developers agree to repair, improve, redevelop and rehabilitate the building located on the real estate substantially in accordance with plans submitted by them to the City for approval (the “**Improvement Project**”). The Improvement Plans must be approved by the City prior to Closing in order for Closing to occur. The Improvement Project plans shall include plans for development of the retail space.

Developers shall assure that all repairs and improvements are completed in a good and workmanlike manner and in compliance with all applicable historic guidelines, codes and ordinances. Developers shall make sure that all contractors, subcontractors and materialmen are timely paid and that the Property is kept free and clear of any mechanic’s liens. The Improvement Project shall be substantially completed on or before September 1, 2021.

10. **\$72,000.00 Forgivable Loan by City for Improvements.** (a) Subject to Developers’ fulfillment of the terms and conditions required of them under this Agreement, City agrees to make a forgivable loan to Developers in an amount up to \$72,000.00 to assist with the Improvement Project (the “**\$72,000.00 Forgivable Loan**”). The Developers agree that the actual amount of funds given by the City to Developer for the Improvements shall be reduced by the amount of expenses the City incurred, if any, at the request of Developer prior to execution of this Agreement for the installation of electrical equipment in the floor of the south bay of the building located on the Property in accordance with that certain Letter of Intent dated _____, 2021. At the time of closing Developer shall execute and deliver to City their \$72,000.00 promissory note in the form of Exhibit B attached hereto (the “**\$72,000.00 Note**”), which amount shall be secured by an open-end real estate mortgage covering the Property (on the most current Iowa State Bar Association form of real estate mortgage (open end) - Form No. 127) (the “**\$72,000.00 Mortgage**”), which mortgage shall be a second lien against the Property, subject only to the first lien of City’s \$78,000.00 Mortgage. The loan evidenced by the

\$72,000.00 Note is a forgivable loan, the principal of which, subject to Developers' fulfillment of the terms of this Agreement, will be forgiven by the City in 10 equal annual installments in an amount equal to 1/10 of the actual total amount of funds advanced by the City under this loan on _____ of each year beginning _____, 2022.

(b) Developers have estimated the total cost of the Improvement Project to be \$150,000.00, which is to be funded by the \$78,000.00 forgivable loan from the City for the purchase price of the building, and \$72,000.00 forgivable loan from the City for improvements.

(c) The City will establish and maintain a separate trust and agency account for the purpose of coordinating the disbursement of payments for bills incurred for this Improvement Project. Developers shall utilize funds from the City's \$72,000.00 Forgivable Loan for payment of bills incurred in the Improvement Project. Disbursement of funds from the any grants will be handled in accordance with the requirements of the grant program, and Developers agree to strictly comply with the requirements of that program in order to obtain the release of those funds in a timely manner. City will be requiring progress lien waivers as bills are paid and Developers will cooperate and assist City in obtaining such waivers. City shall not be required to make disbursements more frequently than monthly and City will in no event be obligated to pay any bills from any sources other than those described above.

(d) Attached to this Agreement are copies of the proposed plans for the Improvement Project and of the budget previously presented by Developers to the City, and Developers represent that the budget is still accurate and represents the total estimated amount required to complete the Improvement Project. Developers agree to promptly notify City if there are any changes to the budget or the estimated amount required to complete the Improvement Project.

(e) Developers agree to keep City advised at all times of the names of all contractors and subcontractors providing labor, equipment or materials for the Improvement Project, and of the type of work, material, equipment or services and dollar amount covered by each of their respective contracts or subcontracts. Upon request of the City, Developers shall deliver to City a copy of each contract and subcontract. City will only disburse funds to the contractors and subcontractors whose names and contract descriptions have been provided to it.

(f) Developers will submit all invoices, bills, statements, and claims for payment in connection with the Improvement Project to City promptly upon receipt of the same and shall certify to City that services or materials for which payment is requested have been satisfactorily performed or delivered to the site. City may also make its own inquiry or inspection before making disbursement. City, in its discretion, may disburse to the Developers, directly to the contractor or subcontractor requesting payment, or jointly to both. Prior to making any disbursement City may require that it be provided with lien waivers for all work or materials previously paid for.

(g) Developers shall also on a monthly basis provide to City an updated budget showing services and materials paid for to date and that the remaining sources of funds described in this Agreement will be sufficient to cover all remaining costs. If remaining sources

of funds are insufficient to cover remaining costs, then City will have no obligation to advance any additional funds under this Agreement.

11. **Conditions of Forgivable Loans.** The conditions of the \$78,000.00 Note and the \$72,000.00 Note being forgiven in accordance with this Agreement are that for a period of ten years Developers: (i) own, operate, and keep the Property open during all normal business hours as a quilting and sewing retail shop and (ii) not sell, assign, transfer, further mortgage or encumber all or any part of the Property without City's prior written consent. Developers agree to pay all unforgiven principal of the \$78,000.00 Note and the \$72,000.00 Note in one installment on the maturity date stated in such notes, unless the loans are otherwise forgiven.

12. **Waiver of Tax Abatement.** In consideration of the economic benefits provided by City under this Agreement, Developers waive any right they may have to receive any exemption from taxation for the value of improvements to be added to the Property, and they agree not to file any application or claim for such benefits.

13. **Own Legal Counsel and Tax Advisors.** Developers acknowledge that they have had the opportunity to consult with their own legal counsel and tax advisors as to the legal and tax effects of this Agreement and are not relying on any representation or statement made by City or the Main Street organization (local and State levels).

14. **Events of Default.** The following shall constitute events of default ("**Events of Default**") under this Agreement:

(a) Developers shall fail to perform any covenant or agreement required to be performed by them before closing.

(b) Developers shall fail to pay any amounts required of them at closing.

(c) Developers shall fail to substantially complete the Improvement Project by the agreed deadline.

(d) Default in the payment of any principal under the \$78,000.00 Note or the \$72,000.00 Note given pursuant to this Agreement when and as the same shall become due and payable, or default in the payment of any other amounts required to be paid under the \$78,000.00 Note or the \$72,000.00 Note, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise.

(e) Default in the performance, or breach, of any covenant or agreement of the Developers in this Agreement (other than their agreement to make principal and other payments under the \$78,000.00 Note and the \$72,000.00 Note) and the continuance of such default for 10 days after written notice specifying such default and requiring the same to be remedied shall have been given to Developers by the City.

(f) Default in the performance, or breach, of any covenant or agreement of the Developers under the \$78,000.00 Mortgage or \$72,000.00 Mortgage given pursuant to this Agreement.

15. **Rights and Remedies.** Upon the occurrence of an Event of Default or at any time thereafter until such Event of Default is cured or waived, the City may exercise any or all of the following rights and remedies:

(a) If any Event of Default occurs prior to closing, then City may forfeit this Agreement as provided by Chapter 656 of the Iowa Code in which event any payments made and improvements made on the Property shall be forfeited and City shall have no further obligation under this Agreement.

(b) City may terminate and not make any further advances under its \$72,000.00 Forgivable Loan.

(c) By notice to the Developers, City may declare the entire unpaid principal amount of the \$78,000.00 Forgivable Loan and the \$72,000.00 Forgivable Loan, and all other amounts due and payable under this Agreement, to be immediately due and payable, whereupon all amounts due under this Agreement and the unforgiven portions of the \$78,000.00 Forgivable Loan and \$72,000.00 Forgivable Loan shall be due and payable, without presentment, demand, protest or further notice of any kind.

(d) City may exercise and enforce the rights and remedies available to it under the \$78,000.00 Note, the \$78,000.00 Mortgage, the \$72,000.00 Note, and the \$72,000.00 Mortgage, or any one or more of them.

(e) City may exercise any other right or remedy as may be provided by law or equity.

(f) In any action or proceeding relating to this Agreement City shall be entitled to receive reasonable attorneys' fees and costs as permitted by law.

16. **Purpose of Agreement and Survival.** This Agreement covers the rights of the parties with respect to both the sale of the Property and the rehabilitation and redevelopment of the Property after closing. All covenants, agreements, indemnities and representations of City and Developers under this Agreement shall survive the closing of the sale of the Property and shall continue until the forgivable loans being made by City to Developers under this Agreement have been completely forgiven.

17. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties relating to the transaction contemplated hereby and may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought. If any clauses or provisions herein contained would invalidate this Agreement in whole or in part, such clauses or provisions only shall be invalid, and the remainder of this Agreement will remain in full force and effect.

18. **Notices.** Any notice to either party that may be required hereunder or which either party is permitted or may desire to give to the other party must be in writing and may be given by personal delivery, by reputable overnight courier, or by registered or certified mail, return receipt requested, postage prepaid, to the party for whom it is intended at the address stated below or

PROMISSORY NOTE

\$78,000.00

Jefferson, Iowa
_____, 2021

For value received, the undersigned, The Stitch, LLC., a limited liability company formed under the laws of the State of Iowa (the "**Borrowers**"), promises to pay to the order of the City of Jefferson (the "**City**"), the principal sum of \$78,000.00, with no interest, on _____, 2031.

Pursuant to that certain Agreement for Sale and Redevelopment of Property between the City and Borrowers dated _____, (the "**Agreement**"), the City has made a forgivable loan to the Borrowers in the principal amount of \$78,000.00 (the "**78,000.00 Forgivable Loan**"), which amount represents the purchase price of the Property sold to the Borrowers under the Agreement, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

The \$78,000.00 Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

Payment of principal of the \$78,000.00 Forgivable Loan, if required, shall be made to the City at the following address: City of Jefferson, Attn: City Clerk, 220 North Chestnut Street, Jefferson, IA 50129, unless sooner forgiven in accordance with the Agreement.

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

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

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

This Note is secured by a real estate mortgage covering the Property sold to the Borrowers under the Agreement.

Tracy Bosshart

such other address as it may have designated in writing in the manner provided in this paragraph. Any such notice will be deemed to have been given (i) if personally delivered, when so delivered; (ii) if sent by reputable national overnight courier, upon confirmation of receipt; or (iii) if mailed by registered or certified mail, return receipt requested, postage prepaid, upon confirmation of receipt.

If to City:

City of Jefferson
Attn: City Administrator
220 N. Chestnut St.
Jefferson, Iowa 50129

If to Developers:

The Stitch, LLC
c/o Tracy Bosshart
1727 Quaker Ave
Jefferson, IA 50129

19. **Miscellaneous.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. The use of any gender shall include all genders, and the use of any number shall be construed as singular or plural as the case may require. All obligations, covenants, agreements and warranties contained herein are and shall be joint and several as to each party bound thereby. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

The parties are signing this Agreement as of the date stated in the introductory paragraph.

The Stitch, LLC / Developer

CITY OF JEFFERSON

Tracy Bosshart, Manager

By _____
Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

PROMISSORY NOTE

\$72,000.00

Jefferson, Iowa
_____, 2021

For value received, the undersigned, The Stitch, LLC., a limited liability company formed under the laws of the State of Iowa (the “**Borrowers**”), promise to pay to the order of the City of Jefferson (the “**City**”), the principal sum of \$72,000.00, with no interest, on _____, 2031.

Pursuant to that certain Agreement for Sale and Redevelopment of Property between the City and Borrowers dated _____, (the “**Agreement**”), the City has made a forgivable loan to the Borrowers in the principal amount of \$72,000.00 (the “**72,000.00 Forgivable Loan**”), the proceeds of which are to be used for the improvement of Property sold to the Borrowers under the Agreement, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

The \$72,000.00 Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

Payment of principal of the \$72,000.00 Forgivable Loan, if required, shall be made to the City at the following address: City of Jefferson, Attn: City Clerk, 220 North Chestnut Street, Jefferson, IA 50129, unless sooner forgiven in accordance with the Agreement.

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

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

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

This Note is secured by a real estate mortgage covering the Property sold to the Borrowers under the Agreement.

Tracy Bosshart

The Stitch
Tracy Bosshart
217 E. Lincoln Way
Jefferson, Iowa 50129
thestitch217@gmail.com
(515)386-2014

The Stitch

About the Business

The Stitch is a full-service retail destination for quilters. It provides top quality sewing supplies, education and inspiration. The business was founded in 2006 by the previous owner, Suzanne Sievers and was purchased by The Stitch, LLC. owned by Tracy Bosshart in August 2020. It is currently located at 217 E. Lincoln Way, just off the square in Jefferson, Iowa. Hours of operation are 10:00 A.M. – 5:30 P.M. Monday through Friday and Saturdays 10:00 A.M.- 4:00 P. M. Two regular employees and one as needed employee assist Tracy in providing outstanding customer service.

Products provided by The Stich include over 3,500 bolts of fabric, patterns, notions and thread for sewing and quilting. Recently yarn was added for knitting and crocheting and soon embroidery floss and supplies will also be available. Janome sewing machines are offered for purchase along with basic maintenance and repair for customer machines through A+ Service. Retail edge to edge long arm services are also available. Classes are regularly scheduled to teach new skills and provide additional inspiration to clientele.

Mission

The Stitch exists to provide a family atmosphere to encourage and support clients with a passion for needlework and sewing by providing top quality supplies, education and inspiration.

Vision

The Stitch's vision is to create a community centered environment to promote the art of fabric, thread and needlework.

Our Market

The current customers are mostly women 50+ years of age. They have been caregivers and career minded women in the past but at this point in life they find enjoyment and companionship in quilting and needle art. They quilt for family and friends but also for their own pleasure and as a creative outlet. Historically women gathered communally for quilting bees and the Stitch strives to foster that feeling of community. It is common for quilters to gather together to sew and talk, travel around to explore quilt shops and have an adventure together.

The majority of The Stitch's customers are from Greene and nearby counties. It is common to have customers from the Perry, Carroll, Denison, Guthrie Center and Fort Dodge areas. The store participates in regional and statewide destination events for quilters to draw from an expanded market. These events showcase the shop by advertising in quilting venues such as magazines, Facebook/Instagram and quilt shows. In a recent promotion, customers arrived from Minnesota, Nebraska and southern Iowa. Last summer in the annual All Iowa Shop Hop the Stitch had customers from Arizona!

The Stitch
Tracy Bosshart
217 E. Lincoln Way
Jefferson, Iowa 50129
thestitch217@gmail.com
(515)386-2014

The Stitch maintains contact with its customers through email and social media. Currently there are nearly 2500 participants on the email list and 1123 people are following The Stitch's page on Facebook. The business is also searchable on Google and has a presence on Yelp, TripAdvisor and Map Quest. The Stitch is in the process of creating a website to showcase its offerings and attract more customers to Jefferson.

Community Impact

The Stitch brings traffic to the downtown district of Jefferson. Its customers are looking for an experience and often enjoy eating at local restaurants and shopping at niche businesses. The statewide and regional events bring new people to town and allow an opportunity to showcase the downtown area. The location of the Arcade building will enhance a symbiotic relationship with the nearby business including but not limited to the Teagarden and Greene Bean coffee shop. Quilters love coffee and good food! The foot traffic in the area will increase and the windows will allow the Stitch to enhance the beauty of the block with colorful displays.

As the owner of The Stitch, Tracy is committed to the growth of the main street district in Jefferson. She is an active member of the Mainstreet Economic Vitality Team and the Retail Revamped Organization. The Stitch is one of the six participating businesses in the newly developed Greene County Social Media Internship Business Partners & Interns program.

Growth Opportunity

Moving the Stitch to the Arcade building will provide the space and accessibility to expand product lines and to pursue the business mission and vision. The business retail plan is to add a more robust line of yarn and accessories for knitting and crocheting. It will also allow for expansion of embroidery art and general sewing supplies that are not available at other businesses in town. In turn, the expanded products will entice a new clientele to shop and socialize with other customers who share their passion for sewing and creating needle art.

A dedicated classroom/workroom will be used to offer more classes and encourage group activities. There are also plans for a sitting area for socializing and working on hand projects. A children's play area will allow caregivers to shop while the children read books and play with small toys. The patio behind the building will be a great gathering space in the warmer months for anyone who stops by.

The additional space for merchandise and teaching opportunities will also provide the incentive to hire more staff. At least one regular employee and one as needed employee will be hired initially to ensure adequate staffing to provide the best customer experience possible.

Background

Steve and Tracy are longtime Greene County residents and raised a family here. Tracy worked as a nurse for 23+ years and traveled as an independent electronic medical record consultant for approximately 7 years. She retired late in 2018 but less than a year later she knew she was not ready to

The Stitch
Tracy Bosshart
217 E. Lincoln Way
Jefferson, Iowa 50129
thestitch217@gmail.com
(515)386-2014

give up a vocation and began working with the Small Business Development Center researching opportunities in the Jefferson area. The Stitch was exactly what she was looking for and provides an outlet to stay involved in her community. Tracy continues to work closely with the Small Business Development Center and consults with them related to business management and marketing. Steve worked for the City of Jefferson, Greene County and the State of Iowa in his career. He is currently retired but staying busy with construction and milling lumber.

The Arcade building will be acquired through the loan forgiveness plan with the city. The appraised value of \$78,000 will allow Tracy to finish the interior space with the remaining \$72,000 of the \$150,000 allowed by the agreement. Additional financing will be procured from Heartland Bank in Jefferson if it should be needed. Due to the timeline for the ongoing work on the building and the upcoming All Iowa Shop Hop in June and July, the Stitch will not relocate to the Arcade building until fall 2021.

It is important to Tracy to support and be a part of the City of Jefferson and the downtown district. She is grateful that our municipality has stepped up to the challenge many rural communities face and provided an innovative solution to empty and unkept structures in the mainstreet district. The City has done an admirable job restoring the buildings and is commended for preserving the historical value and beauty of our town. This is a great opportunity for the Stitch to expand and grow their business while giving back to the community.



AUTOMATIC SYSTEMS CO.

Mr. Marty Murphy
Jefferson, IA WTP
1000 N Cedar St.
Jefferson, IA 50129

March 12, 2021

SUBJECT: Jefferson, IA WTP SCADA Upgrade

Mr. Murphy,

We are pleased to offer the following proposal for the upgrade of your Water Treatment Plant SCADA System's Computer and Software. As I am sure you are aware, Windows 7 is no longer supported and carries an abundance of very serious security vulnerabilities. The software and hardware included in this proposal will be upgraded for compatibility with the new Microsoft Windows 10 Operating System. The outdated version of Wonderware will be upgraded to the latest version, including a full redevelopment of the antiquated graphics and added features.

Our proposal includes equipment and services as described below:

A One (1) **Computer workstation to replace the existing** including Dell Precision Desktop Computer, Intel Core i7 Processor, Windows 10 Operating System, 32 GB 2133 MHz DDR4 memory, (2) 24" monitor, Microsoft Office 2019, (2) 1 TB solid-state hard drive with RAID, Dell Quiet Keyboard, 6-button laser mouse, Dell 3-year ProSupport with 3-year NBD Limited Onsite Service after remote diagnosis.

Computer specifications may vary slightly based on latest specifications available at the time of order.

B One (1) **Wonderware InTouch Runtime License Version Upgrade** of existing license to current version for compatibility with Windows 10 Operating System.

C One (1) **WIN-911 License Version Upgrade** of existing license and modem to current version for compatibility with Windows 10 Operating System.

D One (1) **Lot of system setup, software configuration, and onsite services** to include the following:

1. Backup all critical data from the existing computer.
2. Unpack and setup the new computer.
3. Install Windows operating system, Wonderware Graphic User Interface Software, MS-Office Suite, WIN-911 Interactive, all associated drivers, and reinstall site specific user information and files.

MANUFACTURERS REPRESENTITIVES

- MAIN OFFICE P.O. BOX 120359
- BRANCH OFFICE P.O. BOX 787
- BRANCH OFFICE

SYSTEMS INTEGRATION

- ST. PAUL, MINNESOTA 55112 PHONE 651-631-9005
- AMES, IOWA 50010 PHONE 515-232-4770
- CHICAGO, ILLINOIS PHONE 815-927-3386

INSTRUMENTATION

- FAX (651) 631-0027
- FAX (515) 232-0795
- FAX (651) 631-0027

Your net price for Items A through D, FOB factory with **freight allowed** to jobsite including **one (1) year warranty** from date of startup (not to exceed 18 months from date of shipment)..... **\$ 24,400.00 plus tax if applicable.**

The above price for Item A thru D **does not** include any:

1. Sales or use taxes.
2. Bond costs.
3. License fees or permits of any kind.
4. Upgrade costs for any other software packages. It is assumed any other software packages residing on the existing SCADA computer required to be installed on the new SCADA computers will be Windows 10 compatible or will require to be upgraded for additional costs.

Thank you very much for the opportunity of providing you with the above proposal, should you wish to proceed with an order please sign on the space provided below and return a copy to this office.

We look forward to hearing from you, should you have any questions please don't hesitate to give me a call.

Sincerely,



Jake McFarland
Automatic Systems Company

Accepted by: _____ Date: _____

Line Items Accepted: _____

Total Order Amount: _____ Purchase Order Number: _____

PROFESSIONAL SERVICES AGREEMENT

by and between
BOLTON & MENK, INC.
300 West McKinley St., PO Box 68
Jefferson, IA 50129
Ph. (515) 386-4101
(hereinafter referred to as BMI)
and

Date of Agreement:
Agreement Number: (BMI Project Number)
Project Location:

Client	
Name: <u>City of Jefferson, Iowa</u> Address: <u>220 N. Chestnut St.</u> Address: _____ City: <u>Jefferson</u> State <u>IA</u> Zip <u>50129</u> (hereinafter referred to as Client)	Phone No.: (515) 386-3111 Fax No.: (515) 386-4671

<input type="checkbox"/> Agent or Person Ordering Services and/or <input type="checkbox"/> Billing Address (if different)	
Agent or Person Ordering Services: <u>Michael Palmer, City Administrator</u> Address: <u>220 N. Chestnut St</u> City: <u>Jefferson</u> State <u>IA</u> Zip <u>50129</u>	Phone No.: (515) 386-3111 Fax No.: (515) 386-4671

Fee Arrangement
Survey and Design Phase Services: Hourly, Not to Exceed: \$17,100.00

Scope/Intent and Extent of Services
See attached scope of services (Exhibit I) for the City Hall Entrance Improvements.

Special Conditions
The services described in the Work Order will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk, Inc. and the City of Jefferson, dated August 27, 2019 and approved by the Jefferson City Council on August 27, 2019 unless modified by this Work Order.

BMI and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client and assumes financial responsibility for all services in the event of default by the Client.

Offered by: Bolton & Menk, Inc.

Accepted by:

Matthew W. Ferrier, Principal in Charge
print name/title

print name/title

signature and date

signature and date



Real People. Real Solutions.

300 W McKinley Street
PO Box 68
Jefferson, IA 50129

Ph: (515) 386-4101
Bolton-Menk.com

April 20, 2021

Michael Palmer
City Administrator
220 N. Chestnut Street
Jefferson, Iowa 50129

RE: City Hall Entrance Improvements

Dear Mike,

The City of Jefferson has requested that we provide a scope of work (Exhibit I) for the improvement of the entrance area along the east side of the City Hall building along Chestnut Street. The current landscaping is very much showing its age and significant signs of deterioration. The intent of the project is to provide for a more appealing and welcoming appearance to City Hall while also providing a safe and accessible entrance with long term care and maintenance in mind. Bolton & Menk, Inc. is pleased to present this proposal for the proposed fee of \$17,100.

We propose to perform the field work with survey staff in our Ames office. All site design work will be completed in our Jefferson office and will be managed by a licensed professional engineer. All landscape architecture elements will be completed and managed by a licensed landscape architect out of our Des Moines office.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. If what is presented does not align with those needs, we are happy to adjust our scope and fee accordingly. We appreciate this opportunity and look forward to assisting you in developing your future vision for the City Hall Entrance improvements.

This proposal is subject to the attached Professional Services Agreement.

If you have any questions, please contact me at 515-509-3408 or email at james.leiding@bolton-menk.com.

Sincerely,
BOLTON & MENK, INC.

James D. Leiding, P.E.
Project Manager

Cc: File

Scope of services

The following pages include a description of the tasks necessary to complete your project.

TASK 1 – PROJECT MEETINGS:

Description: Bolton & Menk will facilitate project meetings (2) with project stakeholders to accomplish the following:

- Review and confirm the scope and nature of the proposed improvements.
- Discuss access issues, maintenance concerns, overall budget, etc.
- Review any special conditions regarding project staging during construction.
- Facilitate a meeting to discuss "Preferred Concept" and finalize for design

TASK 1 - TOPOGRAPHIC SURVEY:

Description: We will complete a topographic survey of the proposed property including the following items.

- Establish horizontal and vertical survey control, based on State of Iowa coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 10-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts
- Types and locations of surfaces (gravel, concrete, bituminous)
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures
- Buildings (if any) and any other significant structures
 - Location of downspouts, rain leaders, stoops and steps
 - Exterior building lines will be shown on the survey at the point of intersection of the most exterior façade at the ground level
 - The building lines and corners will have a horizontal accuracy of ± 0.03 feet

- Interior finished floor elevations will be obtained to a vertical accuracy of ± 0.01 feet at designated locations
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map
 - Trees with diameters under 6 inches will be located, but the diameter will not be included
 - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines)
- Utility Information
- Place an Iowa One Call request for maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
- Storm Sewer, Watermain and Sanitary Sewer
 - Marked and/or visible structures and service lines
 - Intakes and Manholes
 - Hydrants
 - Water valves and curb stops
 - Natural Gas, Communication (Phone/Cable) and Electric
 - Meters, transformers, and pedestals
 - Marked and/or visible service lines
- Any other significant topographic features visible to survey crew

Deliverables

- Certified topographic survey drawing

Survey Assumptions

This proposal is based upon the following assumptions:

- Owner will provide copies of the current deed and any easements required to be shown on the Certificate of Survey; Bolton & Menk, Inc. will not perform any title research.
- Any fees associated with hiring an excavator to dig for Section Corners shall be considered additional services and will be invoiced on an hourly basis.
We will not provide information regarding depth of underground utility lines (except storm and sanitary lines), pressure of water or gas lines, buried tanks, or septic fields on the properties unless that information is provided by the client. We do not have the knowledge or expertise to derive that information reliably. Bolton & Menk, Inc. will work with the client to hire sub consultants to acquire this information if necessary.
- Bolton & Menk staff will only acquire invert elevations that can be measured without entering confined space (manholes, underground tanks, etc.) structures.
- Engineering and surveying services not specifically identified herein are not part of this proposal.
- Any additional studies, tasks, or coordination (e.g., wetland delineations, environmental or archaeological studies, permit applications, meetings).

Only utilities that are marked in the field along with utility maps provided by utility companies will be graphically shown on the survey map. Proposed costs are based on assumption that field markings by utilities will be made within the time allotted for such requests through Iowa State One Call. No allowance has been included if return trips to the site must be made by survey staff to locate delayed utility marking.

TASK 2 – PRELIMINARY CONCEPTS:

Description: Bolton & Menk will develop concepts for the building entrance improvements. This task will include day-to-day communication with the City of Jefferson, and other potentially affected interests. This task will include the following items.

- Based on the discussions and outcomes of the kickoff meeting input from the Client, we will provide up to two (2) preliminary concept plans for the owner to review
- Opinion of probable costs for each concept
- Following the review of the preliminary concepts, our team will take the feedback from that review and develop a “Preferred Concept”, which will serve as the basis of design for final design and documentation

Deliverables:

- Two (2) Preliminary Concept Plans
- One (1) Preferred Plan

TASK 3 – FINAL DESIGN & CONSTRUCTION DOCUMENTS:

Description: Bolton & Menk will develop the required site plan for the proposed City Hall entrance replacement. This task will include day-to-day communication with the Client, the City of Jefferson, and other potentially affected interests. This task will include the following items:

- Bolton & Menk will development the final plans in accordance with City of Jefferson requirements
- Plans will include sidewalk paving, building handicap accessible locations and elevations, steps, retaining walls and site grading plans
- Landscaping plans will include planting beds, plant types and details

Deliverables:

- Construction documents (plans) for the proposed project for City use

Items provided by the Client

- Access to the Site

ADDITIONAL SERVICES

Consulting services performed other than those authorized under Tasks 1-3. shall not be considered part of the Basic Services and may be authorized by the Client as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Bidding Phase Services
2. Construction administration/representation/staking
3. All other services not specifically identified in the Proposal

FEES

Bolton & Menk, Inc's proposed fee for the described Scope of Services is as follows:

Scope of Services		
TASK		PRICE
1	Project	\$ 4,300.00
2	Topographic Survey	\$ 2,200.00
3	Final Design & Construction Documents	\$ 4,000.00
4	Final Design & Construction Documents	\$ 6,600.00
Total		\$ 17,100.00

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey equipment, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

This scope of work will be completed and invoiced monthly at Standard Hourly Rates with an hourly not to exceed estimated fee listed above. Any changes to the area encompassed by the site plan (on-site or off-site) initiated by the Owner after initial submittal to the City may require an additional fee.

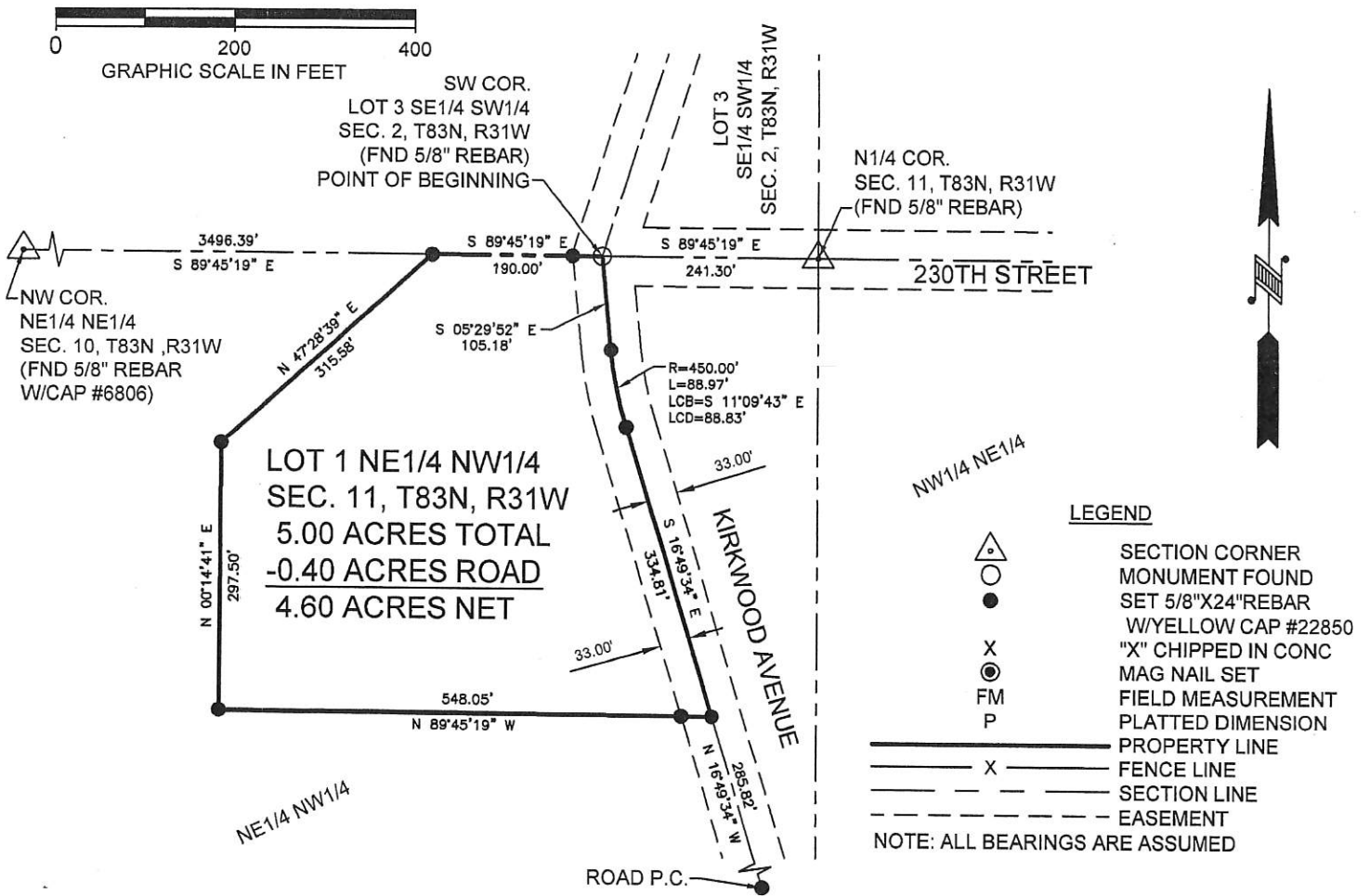
Schedule

Bolton & Menk, Inc. has the staff to meet any reasonable time frame required. We have provided an estimated schedule that can be revised as necessary to meet your needs.

TASK		Date
1.0	Kickoff Meeting	May 2021
2.0	Survey of Existing Conditions	May 2021
3.0	Preliminary Concepts	June 2021
4.0	Final Design & Construction Documents	July – August 2021

INDEX LEGEND	PLAT OF SURVEY
COUNTY: GREENE	
DESIGNATION: LOT 1 NE1/4 NW1/4	
LOCATION: SECTION 11, T83N, R31W	
SITE ADDRESS: N/A	
OWNER: GABRIEL T. AND ALLISON C. KARBER	
SURVEY REQUESTED BY: GABRIEL T. AND ALLISON C. KARBER	
SURVEYOR: ROBERT B. BILLS	

PREPARED BY AND RETURN TO: ROBERT B. BILLS CENTRAL IOWA SURVEYING, LLC P.O. BOX 67 JEFFERSON, IOWA 50129 (515)370-2399



FIELD NOTES:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, T83N, R31W OF THE 5TH P.M., GREENE COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, T83N, R31W OF THE 5TH P.M., GREENE COUNTY, IOWA ALSO BEING A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11 AND A POINT ON THE CENTERLINE OF KIRKWOOD AVENUE; THENCE S05°29'52"E ON SAID CENTERLINE OF KIRKWOOD AVENUE, A DISTANCE OF 105.18 FEET; THENCE 88.97 FEET ALONG A 450.00 FOOT RADIUS CURVE CONCAVE EASTERLY ON SAID CENTERLINE WITH A LONG CHORD BEARING OF S11°09'43"E AND A LONG CHORD DISTANCE OF 88.83 FEET; THENCE S16°49'34"E ON SAID CENTERLINE, A DISTANCE OF 334.81 FEET; THENCE N89°45'19"W, A DISTANCE OF 548.05 FEET; THENCE N00°14'41"E, A DISTANCE OF 297.50 FEET; THENCE N47°28'39"E, A DISTANCE OF 315.58 FEET TO A POINT ON SAID NORTH LINE OF THE NORTHEAST

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 03/02/2021.

2. A copy of a plat of survey prepared by ROBERT B. BILLS, an Iowa registered land surveyor, dated 03/15/2021, showing the land proposed to be divided is attached to this application.

3. The purpose of this proposed division is: CREATE NEW LOT TO SEPERATE WHERE NEW HOUSE IS BEING BUILT. FROM THE REMAINING FARM.

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:

GABRIEL L. AND ALLISON C. KARBER
1863 NEDA AVE, JEFFERSON, IA 50129
PH: (612) 219-0279

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.

CHRISTOPHER J AND AMY J. MILLIGAN 3, 600 S. VINE JEFFERSON
JOHN R. AND KATHERINE MILLIGAN
EDWARD GOSE 1310 K AVE JEFFERSON
GOSE FARMS, INC 1310 K AVE JEFFERSON

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 N/A.)

(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 N/A.)

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:

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: 3/26/21





APPROVAL RECOMMENDED/NOT RECOMMENDED

City Engineer Date

APPROVAL RECOMMENDED/NOT RECOMMENDED

City Administrator Date



OWNER:
CHRISTOPHER J. AND AMY J. MILLIGAN
JOHN R. AND KATHERINE M. MILLIGAN REVOC. TRUST

OWNER:
EDMUND L. GOSE

LOT 1 NE1/4 NW1/4
SEC. 11, T83N, R31W
5.00 ACRES TOTAL
-0.40 ACRES ROAD
4.60 ACRES NET

OWNER:
GOSE FARMS, INC

OWNER: GABRIEL T. AND ALLISON C. KARBER

OWNER: GABRIEL T. AND ALLISON C. KARBER

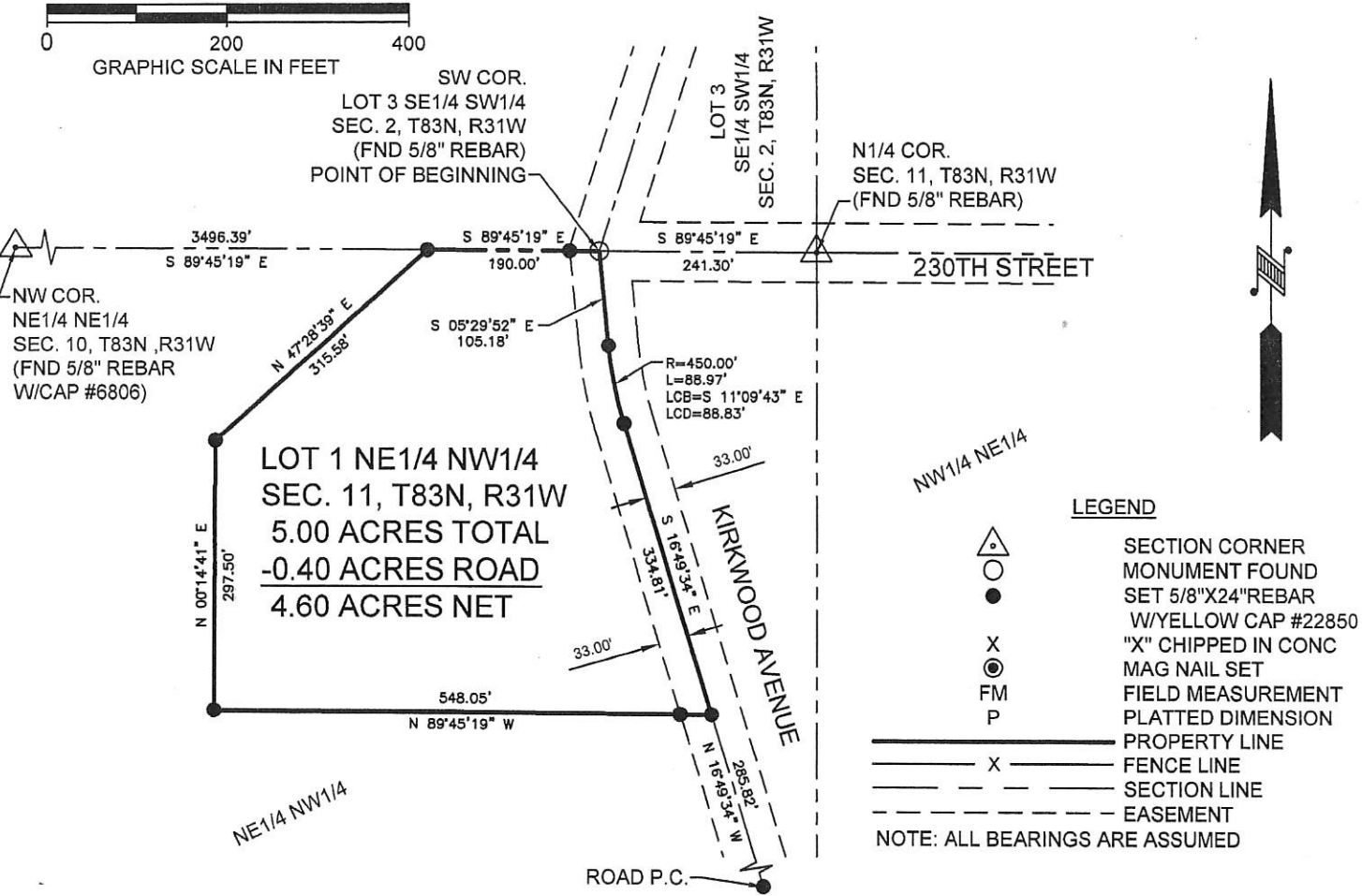
GENERAL NOTES:

1. THERE ARE NO CITY OF JEFFERSON UTILITIES LOCATED NEAR THIS SITE.
2. AERIAL PHOTO IS ONLY APPROXIMATED TO PROPERTY LINES.



INDEX LEGEND	PLAT OF SURVEY
COUNTY: GREENE	
DESIGNATION: LOT 1 NE1/4 NW1/4	
LOCATION: SECTION 11, T83N, R31W	
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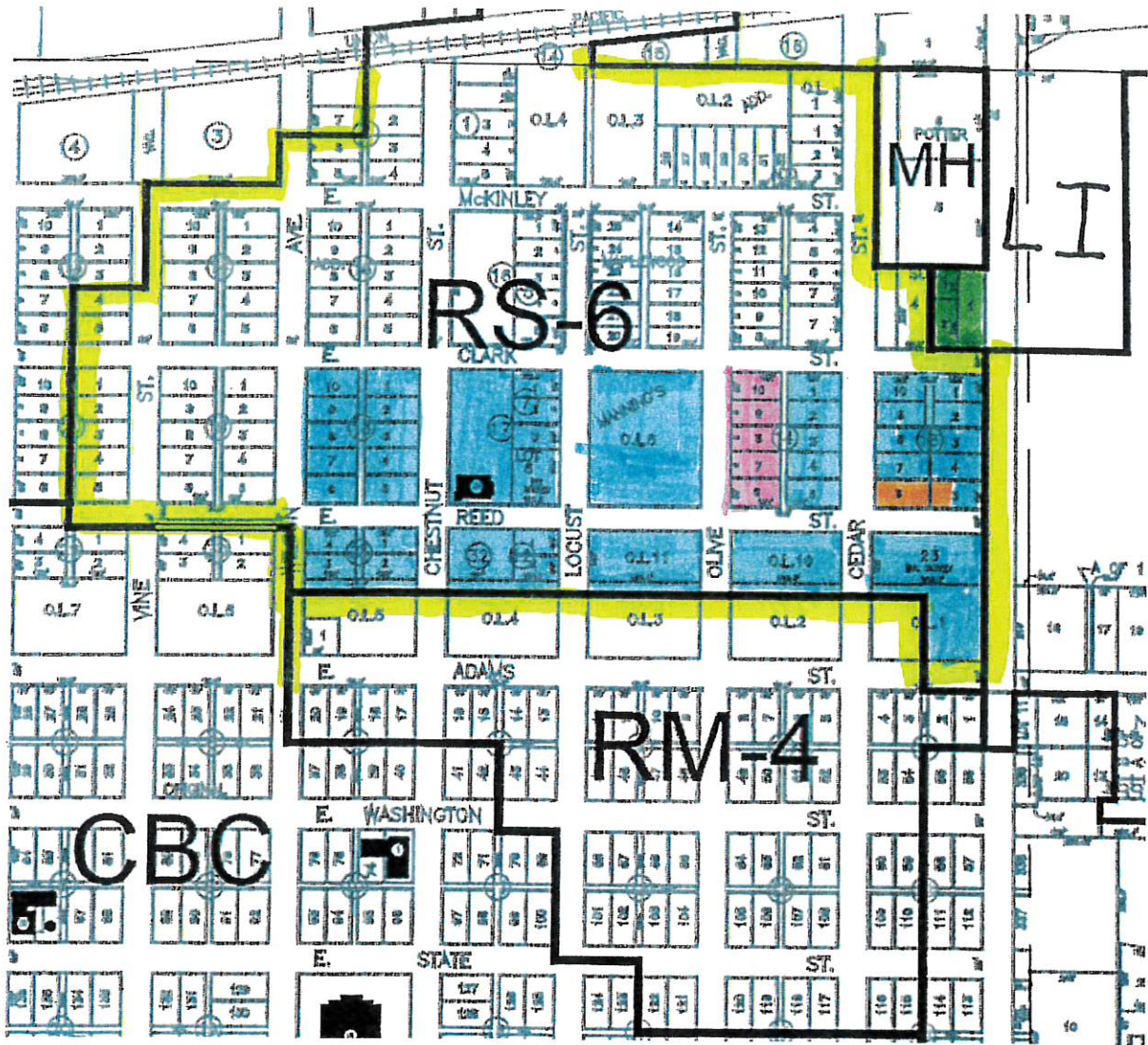
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Out lined in **yellow** Current RS-6 Zoning - Single Family
Pink is currently RM-3 - Andy Rowlands Rentals
Orange is where Rowland wants to build new rental
Green is currently Light Industrial needs changed to RS-6
Blue is currently RS6 - Single Family this is the area
 I would propose to change to RM-3 multi-Family
 that would include the area in orange