

AGENDA

COUNCIL MEETING

Tuesday, July 13, 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. 6/22/21 regular Council minutes.
- B. Neighborhood Improvement Incentive Program of \$560 for sidewalk replacement at 602 S. Chestnut.
- C. Pay estimate #10 of \$1,714.87 to Caliber Concrete LLC for Shared Use Path.
- D. Pay estimate #5 of \$657,220.88 to Concrete Technologies Inc for Runway 14/32 Extension.
- E. Payment of monthly bills

IV. NEW BUSINESS:

- A. Consider second reading of an ordinance amending Chapter 90, Section 90.04, Abandon Connections, amending Section 92.11, Temporary Vacancy, and adding section 92.12, Temporary Water Service and Rate.
- B. Consider second reading of an ordinance amending Chapter 165, Section 165.26,5,I, Terraces, Decks and Patios.
- C. Consider second reading of an ordinance amending Chapter 55, Animal Protection and Control, adding sections 55.23 thru 55.26 addressing Feral Cat Colonies.
- D. Acceptance of annual Grow Greene Gaming Corporation allocation of \$33,000.
- E. Consider resolution proposing sale of property at 703 North Wilson Avenue and setting public hearing.
- F. Consider approval of contract with the Franks Design Group for library study.
- G. Consideration of resolution approving 28E Agreement for the Joint Operation and Maintenance of the Greene County Law Enforcement Center with Greene County.
- H. Consider approval of change order #2 of \$9,784.78 (decrease) to Caliber Concrete LLC for Shared Use Path project for adjustment to final quantities.
- I. Consider approval of Final Acceptance & Certificate of Completion for Shared Use Path project.
- J. Consider approval of resolution for end of 2020-2021 fiscal year transfers.
- K. Consider approval of resolution in support of State Workforce Tax credit application for 203 W. Harrison Street (former middle school).
- L. Consider approval of City Administrators contract.

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 7/13/21

NEW BUSINESS

- A. Consider second reading of an ordinance amending Chapter 90, Section 90.04, Abandon Connections, amending Section 92.11, Temporary Vacancy, and adding section 92.12, Temporary Water Service and Rate.** Water Committee is recommending changes to discontinue minimum service charges if a property is determined to be vacant. The ordinance would also include a new section to provide for temporary water service and charges that tend to occur during construction. Ordinance attached.
- B. Consider second reading of an ordinance amending Chapter 165, Section 165.26,5, I, Terraces, Decks and Patios.** The current zoning ordinance does not allow for terraces/decks/patios to project into the front yard. The Planning Commission is recommending amending the zoning code to allow for these types of additions with certain limitations. Proposed ordinance attached.
- C. Consider second reading of an ordinance amending Chapter 55, Animal Protection and Control, adding sections 55.23 thru 55.26 addressing Feral Cat Colonies.** Proposed language for ordinance change was discussed at 6/8/21 Council meeting. Ordinance language attached.
- D. Acceptance of annual Grow Greene Gaming Corporation allocation of \$33,000 for Jefferson.**
- E. Consider resolution proposing sale of property at 703 North Wilson Avenue and setting public hearing.** The proposed sale is \$2,500. Location and resolution attached.
- F. Consider approval of contract with the Franks Design Group for library study.** Attached is a letter for the scope of services. The proposal is for the sum of \$43,000.
- G. Consideration of resolution approving 28E Agreement for the Joint Operation and Maintenance of the Greene County Law Enforcement Center with Greene County.** Reviewed by Law enforcement committee. Agreement attached.
- H. Consider approval of change order #2 of \$9,784.78 (decrease) to Caliber Concrete LLC for Shared Use Path project for adjustment to final quantities. Attached**
- I. Consider approval of Final Acceptance & final payment for Shared Use Path project.** Resolution attached.
- J. Consider approval of resolution for end of 2020-2021 fiscal year transfers.** Attached
- K. Consider approval of resolution in support of State Workforce Tax credit application for 203 W. Harrison Street (former middle school).** This is action need by the Council as part of the application for the Workforce tax credits. The resolution is attached.
- L. Consider approval of City Administrators contract.**

COUNCIL MEETING

JUNE 22, 2021

5:30 P.M.

PRESENT: Jackson, Sloan, Zmolek, Wetrich

ABSENT: Ahrenholtz

Mayor Gordon presided.

Bruce Banister and neighbors voiced their concerns about the neighbor with many items in the yard and asked the city to look at Ordinances to help with these types of situations.

Roger Nielson thanked the fire fighters for all their hard work with Landus explosion and voiced his concerns of making sure the fire department know types of hazardous materials businesses have and where they are located for the safety of our fire fighters.

On motion by Sloan, second by Zmolek , the Council approved the following consent agenda: June 8, 2021 Council Minutes, Fireworks Permit for Terry Semke at 1202 S Grimmell Rd for July 3 and July 4, 2021, Fireworks Permit for Roger Nielson at 102-104 West McKinley St for June 29 and July 4, 2021, Hy-Vee Market Café, Class C Liquor License (Commercial), Hy-Vee Fast and Fresh Express, Class E Liquor License, B.P. O. Elks Lodge #2306, Class C Liquor License, Oly's Corner, Inc., Class C Beer Permit

AYE: Jackson, Sloan, Wetrich, Zmolek

NAY: None

This was the time and place for the Public Hearing for the sale of property located at 705 West Adams Street to Think Big, LLC in the amount of \$500.00. Mayor Gordon called for oral or written comments and there were none. On motion by Sloan, second by Jackson, the Council closed the Public Hearing.

AYE: Zmolek, Wetrich, Sloan, Jackson

NAY: None

RESOLUITION NO. 46-21

On motion by Zmolek, second by Jackson, the Council approved Resolution No. 46-21, a resolution approving agreement for sale of property located at 705 West Adams Street.

AYE: Wetrich, Jackson, Zmolek, Sloan

NAY: None

This was the time and place for the Public Hearing for the sale of property located at 607 West Lincoln Way to Jeffrey Richardson and Tina Thompson in the amount of \$1000.00. Mayor Gordon called for oral or written comments and there were none. On motion by Jackson, second by Wetrich, the Council closed the Public Hearing.

AYE: Jackson, Zmolek, Wetrich, Sloan

NAY: None

RESOLUITION NO. 47-21

On motion by Zmolek, second by Sloan, the Council approved Resolution No. 47-21, a resolution approving agreement for sale of property located at 607 West Lincoln Way.

AYE: Zmolek, Sloan, Jackson, Wetrich

NAY: None

This was the time and place for the Public Hearing for the sale of property located at 703 North Chestnut Street to Judy K. Kolbeck in the amount of \$250.00. Mayor Gordon called for oral or written comments and there were none. On motion by Sloan, second by Zmolek, the Council closed the Public Hearing.

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

RESOLUTION NO. 48-21

On motion by Zmolek, second by Wetrich, the Council approved Resolution No. 48-21, a resolution approving agreement for sale of property located at 703 North Chestnut Street.

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

ORDINANCE NO. 604

On motion by Zmolek, second by Jackson, the Council approved the third reading and final adoption of an ordinance amending The Code of Ordinances of the City of Jefferson, Iowa, 2017, by amending provision pertaining to water rates.

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

ORDINANCE NO. 605

On motion by Sloan, second by Wetrich, the Council approved the third reading and final adoption of an ordinance amending The Code of Ordinances of the City of Jefferson, Iowa, 2017, by amending provision pertaining to Sewer User Charges.

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

On motion by Sloan, second by Wetrich, the Council approved a Five Year Agreement with Iowa Department of Transportation for Maintenance and Repair of Primary Roads in Municipalities and will be effective for the period beginning July 1, 2021 and ending June 30, 2026.

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

On motion by Wetrich, second by Jackson, the Council approved the first reading of ordinance amending Chapter 90, Section 90.04, Connections, amending Section 92.11, Temporary Vacancy, and adding Section 92.12, Temporary Water Service and Rate.

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

On motion by Jackson, second by Zmolek, the Council approved the first reading of ordinance amending the code of ordinances of the City of Jefferson Iowa, 2017, by amending provisions pertaining to the zoning regulations for RS District Decks permitted under Section 165.26.

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

On motion by Sloan, second by Jackson, the Council approved the first reading of ordinance amending the code of ordinances of the City of Jefferson, Iowa, 2017, by amending provisions pertaining to Animal Protection and Control.

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

There being no further business the Council agreed to adjourn at 6:25 p.m.

Matt Gordon, Mayor

Roxanne Gorsuch, City Clerk

Invoice

HARLAND CONCRETE

13401 M Ave

Perry, IA 50220

Cell: 515-979-2489

HarlandConcrete@gmail.com

www.HarlandConcrete.com

Date	Invoice #
5/27/2021	4938

Bill To
John Turpin 602 S Chestnut St Jefferson, IA 50129

			Terms
			Net 10
Quantity	Description	Rate	Amount
1	bid dated 3/7/21 for sidewalk removal and replacement	3,100.00	3,100.00
1	down payment received 3/11/21 Ch# 90300	-1,550.00	-1,550.00
1	credit for your job being completed in conjunction with Carlson's	-600.00	-600.00
<p>160 sq' sidewalk @ \$3.50</p> <p>pay John Turpin \$ 560.00</p> <p>NII P C.S Pd full John Turpin</p>			
<p>Payment will be due and payable according to the terms specified on this statement. A finance charge which will be the greater of a minimum charge of \$2.00 or an amount equal to 1.75% Per month (21% APR) will be applied to all past due balances. A \$35.00 fee will be added to all returned checks. Customer will be responsible for any and all legal, late, or collection fees incurred on any unpaid balance. Thank you, we appreciate your business!</p>			<p>Total Pd online 6/11/21 \$2,950.00 1,550</p>

CONTRACTOR'S PAY REQUEST		DISTRIBUTION:
Jefferson Shared Use Path Improvements		CONTRACTOR (1)
City of Jefferson, Iowa		OWNER (1)
BMI PROJECT NO. A14.119874		ENGINEER (1)
		BONDING CO. (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS		\$938,060.09
TOTAL, COMPLETED WORK TO DATE		\$938,060.09
RETAINED PERCENTAGE (5%)		\$46,903.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)		\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE		\$891,157.09
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		\$889,442.22
PAY CONTRACTOR AS ESTIMATE NO. <u>10</u>	<u>6/18/2021</u>	\$1,714.87

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: CALIBER CONCRETE LLC
 309 AUDUBON STREET
 ADAIR, IOWA 50002

By _____
 Name Title

Date _____

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., ENGINEERS, 300 WEST MCKINLEY STREET, PO BOX 68, JEFFERSON, IA 50129

By _____, PROJECT ENGINEER
 James D. Leiding, P.E.

Date _____

APPROVED FOR PAYMENT:

OWNER:

By _____ Mayor
 Matt Gordon Title Date

And _____ City Clerk
 Roxanne Gorsuch Title Date

CONTRACTOR'S PAY REQUEST		DISTRIBUTION:
City of Jefferson		CONTRACTOR (1)
Runway 14/32 Extension		OWNER (1)
Jefferson, IA		ENGINEER (1)
BMI PROJECT NO. T51.119027		BONDING CO. (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS		\$1,476,733.30
TOTAL, COMPLETED WORK TO DATE		\$1,070,932.05
RETAINED PERCENTAGE (5%)		\$53,546.60
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)		\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE		\$1,017,385.45
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		\$360,164.57
PAY CONTRACTOR AS ESTIMATE NO. 5 (FIVE)		\$657,220.88

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Concrete Technologies Inc.
1001 SE 37th Street
Grimes, IA 50111

By Trent D. Persen Name Project Manager Title

Date 7-7-2021

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 300 West McKinley Street, PO Box 68, Jefferson, IA 50129

By J.P. [Signature], PROJECT ENGINEER

Date July 7, 2021

APPROVED FOR PAYMENT:

OWNER:

By _____ Name Title Date

And _____ Name Title Date

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISIONS
PERTAINING TO THE WATER SERVICE SYSTEM

Be it enacted by the City Council of Jefferson, Iowa:

SECTION 1. Section Amended. Section 90.04 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

90.04 ABANDONED CONNECTIONS. When an existing water service is abandoned or a service is renewed with a new tap in the main, all abandoned connections with the mains may be tuned off at the corporation stop and made absolutely watertight. The City's authorized municipal officer may determine the water service to be abandoned under this section if there has been no observable activity at the property served in excess of 30 calendar days. No new charges shall accrued following a water connection being determined as abandoned, though such determination does not relieve the responsible party from paying previous charges. Before an abandoned connection can be reconnected to the City's water service, a new water meter must be purchased and installed, and all prior fees and charges must be paid in full.

SECTION 2. Section Amended. Section 92.11 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

92.11 TEMPORARY VACANCY. A property owner may request water service be temporarily discontinued and shut off at the curb valve when the property is expected to be vacant for an extended period of time. Unless otherwise requested by the property owner, the City will remove the meter for such temporary vacancy. There shall be a fee collected, as established by resolution of the Council, for shutting the water off at the curb valve, removing the meter and restoring service. Minimum service charges shall continue if water is shut off at the curb valve and the property owner has requested the meter remain during the temporary vacancy. If the meter has been removed the minimum service charges shall be discontinued until such time as service has been restored.

SECTION 3. Section Added. The following shall be adopted as Section 92.12 of the Code of Ordinances of the City of Jefferson, Iowa, 2017.

92.12 TEMPORARY WATER SERVICE AND RATE.

This section is intended for new construction of residential, commercial, and industrial structures. "New construction" is defined as a structure not previously served by the City's water system or a structure previously served by the City's water system, which structure was totally destroyed or removed from the site. This section does not apply to remodeling, retrofitting, or similar projects.

1. This section is applicable only to construction sites having an approved building permit issued for the proposed structure to be built on the site.

2. This service shall not exceed 90 days from the date of the new service connection to the water system.
3. Water usage under this section shall be for the sole purpose of construction, relative to the structure permitted for the specific construction site, including sidewalks and driveways, and may not otherwise be used outside of the structure.
4. Water usage shall be determined by a water meter which shall be rented from the City. A deposit shall be required to rent the water meter, which shall be remitted upon the water meter being returned in the same condition as when originally rented, normal wear and tear excepted.
5. The City may monitor the usage to determine if it exceed the intended purpose. If the City determines that the usage exceeds the intended purpose, the service will be discontinued and reconnected only as prescribed in other sections of this Code of Ordinances.
6. Failure to comply with any part of this section shall result in disconnection of service from the City water system. Any reconnection to the City water system thereafter shall be as allowed only by other sections of this Code of Ordinances and not as allowed in this section.
7. Water service under this section shall be furnished at the rates enumerated in Section 92.02 of this Code of Ordinances, for a period not to exceed 90 days from the date of the new service connection to the water system and will be billed with the building permit for the applicable structure.

SECTION 4. Repealer. Any and all resolutions and ordinances, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. When effective. This ordinance shall be effective as of the beginning of the monthly water and sewer billing cycle that commences immediately after this ordinance is published as required by law.

Finally passed by the Council and approved on _____, 2021.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISIONS
PERTAINING TO THE ZONING REGULATIONS FOR RS
DISTRICT DECKS PERMITTED UNDER SECTION 165.26

Be it enacted by the City Council of Jefferson, Iowa:

SECTION 1. Section Amended. Section 165.26(5)(I) of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

I. Terraces/Decks/Patios. Terraces, decks and patios which do not extend more than six inches above the level of the ground may project into a required yard, provided these projections are distant at least two feet from the adjacent lot line. However, no terraces, decks or patios above six inches above the ground shall extend into the front yard more than ten feet, and shall not be closer than ten feet to a lot line. Allowed projections into the front yard must be open in design without walls, screening, windows or doors. Decks are to be no wider than the house in the front yard, unless the deck was continued around one or more sides of the house in a wrap-around style. All decks projecting into the front yard require the installation of skirting.

SECTION 2. Repealer. Any and all resolutions and ordinances, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Finally passed by the Council and approved on _____, 2021.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

I hereby certify that the foregoing ordinance was published in The Jefferson Herald on _____, 2021.

Roxanne Gorsuch, City Clerk

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISIONS
PERTAINING TO ANIMAL PROTECTION AND CONTROL

Be it enacted by the City Council of Jefferson, Iowa:

SECTION 1. Section Amended. Section 55.01 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

55.01 DEFINITIONS. The following terms are defined for use in this chapter.

1. "Advertise" means to present a commercial message in any medium including but not limited to print, radio, television, sign, display, label, tag or articulation.
2. "Animal" means a nonhuman vertebrate.

(Code of Iowa, Sec. 717B.1)

3. "At large" means off the premises of the owner and not under the control of a competent person, restrained within a motor vehicle, or housed in a veterinary hospital or kennel.
4. "Business" means any enterprise relating to any of the following:
 - A. The sale or offer for sale of goods or services.
 - B. A recruitment for employment or membership in an organization.
 - C. A solicitation to make an investment.
 - D. An amusement or entertainment activity.
5. "Caregiver" means the person responsible for a feral cat colony.
6. "Fair" means any of the following:
 - A. The annual fair and exposition held by the Iowa State Fair Board pursuant to Chapter 173 of the Code of Iowa or any fair event conducted by a fair under the provisions of Chapter 174 of the Code of Iowa.
 - B. An exhibition of agricultural or manufactured products.
 - C. An event for operation of amusement rides or devices or concession booths.
6. "Feral cat" means any wild or untamed cat. A feral cat is not a stray cat.
7. "Feral cat colony" means a group of homeless, wild or untamed cats living or growing together.

8. "Game" means a "game of chance" or "game of skill" as defined in Section 99B.1 of the Code of Iowa.

9. "Illegal animal" means:

A. Badgers, wolverines, weasels, skunk and mink;

B. Raccoons;

C. Bats;

D. Scorpions;

E. Any dog which has attacked a human being or domestic animal one or more times, without provocation.

10. "Livestock" means an animal belonging to the bovine, caprine, equine, ovine or porcine species, ostriches, rheas and emus; farm deer as defined in Section 170.1 of the Code of Iowa; or poultry.

(Code of Iowa, Sec. 717.1)

11. "Nuisance" means disturbing the peace by habitually or continually crying or screaming, or the habitual and significant destruction, desecration, or soiling of property against the owner or possessor of the property.

12. "Owner" means any person owning, keeping, sheltering or harboring an animal.

13. "Pet" means a living dog, cat or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko or iguana.

14. "Vicious animal" means and includes:

A. Any dog with a history, tendency or disposition to attack, to cause injury or to otherwise endanger the safety of human beings or domestic animals;

B. Any dog that snaps, attempts to bite a human being or domestic animal, or manifests a disposition to snap or bite;

C. Any dog that, unprovoked, chases or approaches anyone in a menacing fashion off the owner's property;

D. Any dog that has been trained for dog fighting, animal fighting or animal baiting or is owned or kept for such purposes; or

E. Any dog trained to attack human beings, upon command or spontaneously in response to human activities, except dogs owned by and under the control of the police department, the county sheriff, a law enforcement agency of the state or of the United States or a branch of the armed forces of the United States.

A dog shall not be deemed to be “vicious” if the threat or injury: (a) is caused by a person who is assaulting the dog’s owner, committing a willful trespass or tort upon the owner’s premises, or provoking, tormenting, or abusing the dog or can be shown to have done so repeatedly at other times, (b) is a response to pain or injury, or is to protect itself, its kennel, its offspring, or its owner’s property, or (c) is inflicted by a dog owned by a law enforcement agency in the line of duty.

SECTION 2. Sections Added. The Code of Ordinances of the City of Jefferson, Iowa, 2017, is amended and the following Sections 55.23 thru 55.26 are adopted and added therein:

55.23 FERAL CAT COLONY. It is unlawful for any person to maintain a feral cat colony unless the colony is a managed colony in which food, water, and shelter are provided by a caregiver in conjunction with the implementation of the Trap-Neuter-Return (TNR) Program as set forth in section 55.25 of this Chapter.

55.24 MANAGED FERAL CATS. The City of Jefferson, in order to encourage the stabilization of the feral cat population in the City, shall implement the Trap-Neuter-Return (TNR) Program as follows:

1. Live-trap any free-roaming cat in a humane manner,
2. Have the cat surgically altered, ear-notched (if feral), microchipped (if feral and if so determined by the City), and vaccinated against rabies, and
3. Give a written report annually to the Jefferson City Council on the following:
 - A. Number of colonies and location with the city limits;
 - B. Total number of cats in colonies;
 - C. Number of cats and kittens spayed and neutered pursuant to the TNR program; and
 - D. Number of cats and kittens placed in permanent homes.

55.25 MAINTAINING A FERAL CAT COLONY. Feral cat colony caregivers shall:

1. Take responsibility for feeding and watering the cat colony regularly through the year, while ensuring that the food storage area(s) are secure from insect, rodent, and other vermin attraction and harborage.
2. Work to sterilize, vaccinate and ear-notch all adult cats that can be captured. Implanting a microchip is recommended; and
3. Remove droppings, spoiled food, and other waste from the premises as often as necessary, and at least every seven (7) days, to prevent odor, insect or rodent attracting or breeding, or any other nuisance.
4. Provide contact information in the event that complaints are received by the City of Jefferson concerning management of the colony.

5. Register the feral cat colony with the City of Jefferson.
6. Obtain written permission of the owner of any property, to which the Caregiver requires access to provide colony care.
7. In the event kittens are born to a colony cat, the Caregiver shall take reasonable steps likely to result in the removal of the kittens in homes or foster homes for the purpose of subsequent permanent placement.
8. Obtaining proper medical attention to any colony cat that appears to need it.
9. Provide written reports to the City of Jefferson covering six month periods, due April 15 (reporting months October through March) and October 15 (reporting months April through September) of each year, on forms prepared by and provided by the City of Jefferson.

55.26 ORDINANCE ENFORCEMENT. The City of Jefferson shall have the following rights:

1. The right to seize or remove cats from a colony that have not been vaccinated against rabies and which are demonstrating signs of the disease.
2. The right to seize or remove cats from a colony that is creating a nuisance as defined above and the caregiver has been given 48 hours to remove and relocate and has failed to do so.
3. The right to seize or remove a colony of cats when the feral cat colony caregiver regularly fails to comply with the requirements of 55.25 and replacement/substitute cannot be located within 30 days of notice to the caregiver..

SECTION 3. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Finally passed by the Council and approved on _____, 2021.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

I hereby certify that the foregoing ordinance was published in The Jefferson Herald on _____, 2021.

Roxanne Gorsuch, City Clerk

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE REG LOCK DISAPPEARS WHEN HEATED

1411



HOME STATE BANK JEFFERSON, IOWA 50129

72-2063/739



6/23/2021

City Of Jefferson

\$ **33,000.00

Three Thousand and 00/100*****

DOLLARS

City Of Jefferson



Norman Stadel
AUTHORIZED SIGNATURE

Security features. Details on back.



21 Grant

⑈001411⑈ ⑆073920638⑆ 22 050 9⑈

RESOLUTION NO. _____

A RESOLUTION PROPOSING SALE OF PROPERTY LOCATED AT
703 N. WILSON AVENUE AND SETTING PUBLIC HEARING

WHEREAS, the City of Jefferson previously acquired ownership of property located at 703 N. Wilson Avenue, in Jefferson, legally described as follows:

Lots 6 and 7, in Block 2, in Blair's Addition to the City of Jefferson, Greene County, Iowa (the "**Property**"); and

WHEREAS, the City has received from James Ford, a proposal to purchase the Property pursuant to the terms and provisions of a Real Estate Purchase and Sale Agreement (the "**Purchase and Sale Agreement**") that is now before this Council; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that such sale be made; and

WHEREAS, before the city may proceed with such proposal it is necessary that notice of this proposal be published and that public hearing be held in accordance with the Iowa Code.

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

Section 1. The City of Jefferson proposes to sell the Property to James Ford for the sum of \$2,500.00 in accordance with the terms and provisions of the Purchase and Sale Agreement now before the Council.

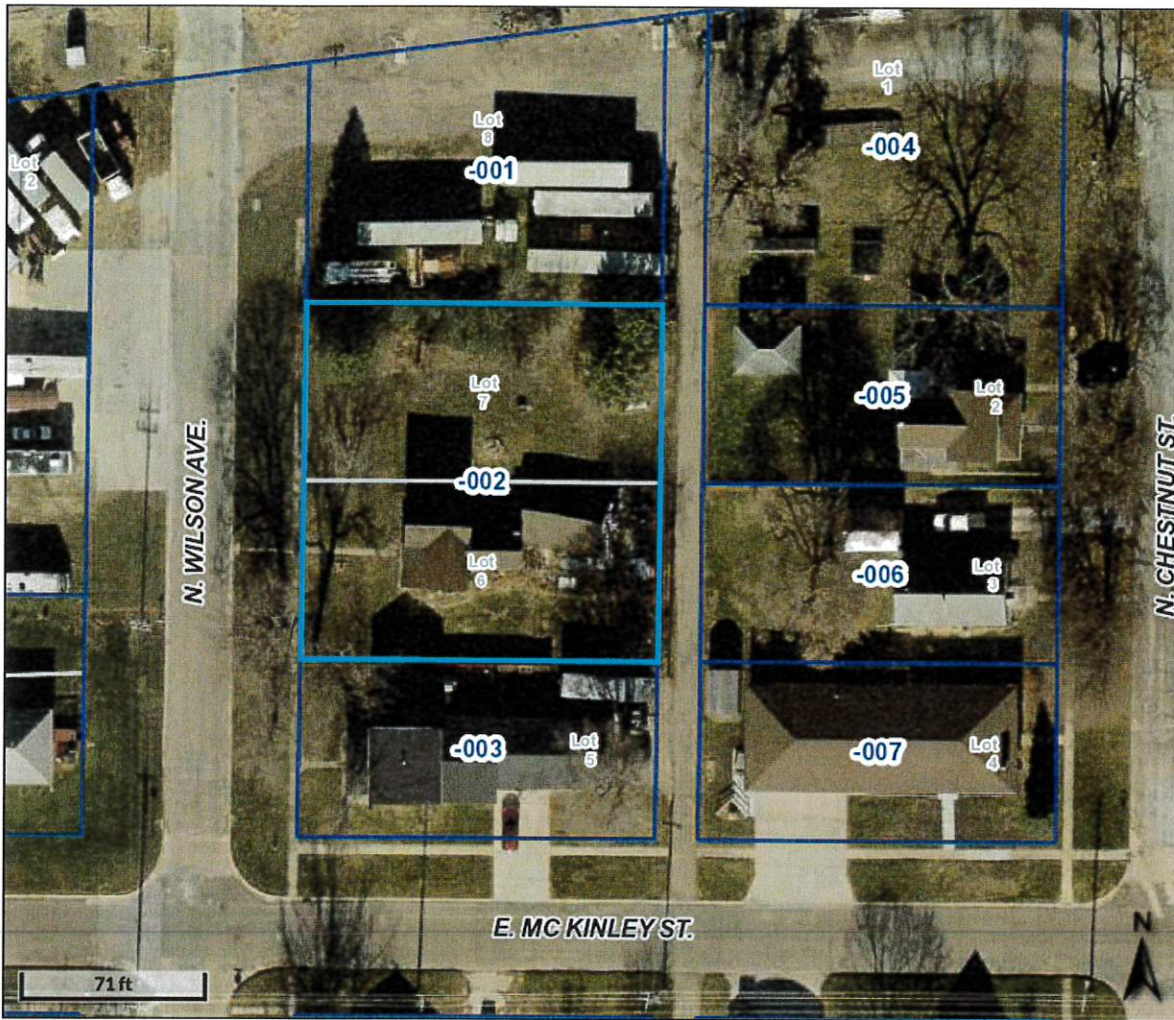
Section 2. The City Council shall meet at the Municipal Center in Jefferson, Iowa, on July 27, 2021, at 5:30 p.m., at which time and place a public hearing shall be held on the proposal, at which hearing all local residents who appear shall be given an opportunity to express their views for or against the proposal.

Section 3. The City Clerk of the City of Jefferson is hereby directed to publish notice of this proposal and of the public hearing and the proposal one time, not less than four days nor more than twenty days before the date of the meeting, in the Jefferson Herald, a legal newspaper published and having a general circulation within the City of Jefferson.

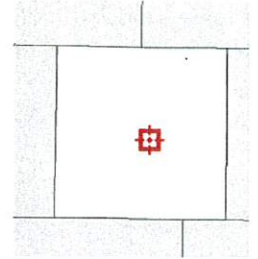
Section 4. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

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

Adopted and approved on July 13, 2021.



Overview



Legend

-  Parcels
-  Road Labels
-  Corporate Limits
-  Lots and Units

Parcel ID	1108102002	Alternate ID	BL020060	Owner Address	JEFFERSON, CITY OF
Sec/Twp/Rng	n/a	Class	R		220 N CHESNUT ST
Property Address	703 N WILSON AVE	Acreeage	n/a		JEFFERSON, IA 50129
	JEFFERSON				
District	IJJF				
Brief Tax Description	BLAIRS ADD - LOTS 6 & 7 BLK 2				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 7/9/2021
 Last Data Uploaded: 7/9/2021 12:54:43 AM

Developed by 

18 May 2021 – via email

Jefferson City Council
c/o Mike Palmer
220 North Chestnut Street
Jefferson, IA 50129

RE: Jefferson Public Library Facility Feasibility Study - Proposal for Professional Design Services

Dear Library Trustees,

The Franks Design Group, PC is very pleased to have a role in support of your anticipated facility planning considerations. It is our understanding that The Trustees seek to test and evaluate several long-term options for the Jefferson Public Library in Jefferson, Iowa. These options include:

- Renovation with a potential building addition involving the current library facility (*Option A*).
- Construction of a new library facility to meet current needs and allow for long-term flexibility (*Option B*).
- Renovation/adaptive re-use of a different existing building or portion of a larger existing structure (*Option C*).

We have reviewed the Jefferson Public Library Needs Assessment prepared by George Lawson, consulting library planner, dated May 3, 2018. The key conclusion in this assessment is that the existing library is approximately 8,000 Square Feet (SF) and is too small and crowded to meet the current needs or the projected (year 2040) long-term needs, estimated to be approximately 18,000 SF. We would add that the report's recommendations include feasibility planning with an architect experienced in library work, so we applaud you for pursuing the next logical step in the process. Our very successful Shenandoah Public Library addition and renovation/restoration project began with a feasibility study informed by a Lawson assessment on their 1904 Carnegie Library and its prior building addition.

The existing library facility includes the original two-story 1904 Carnegie Library, approximately 3,900 SF. Hallett & Rawson of Des Moines served as the architects, and the contractor for building was Allen Cook of Jefferson. The library was expanded in 1967 with the one-story addition designed by the architecture firm of Brown, Healey and Bock of Cedar Rapids, adding approximately 4,000SF. Other incremental modifications and upgrades have occurred since. Historically in Jefferson as in other similar communities, library facility construction and expansion projects tend to happen with 40-60 year timing. As such, we would approach this feasibility planning process to meet the immediate, mid-term, and long-term flexibility needs of the community.

As we believe you know, we are very familiar with Jefferson. We were the architects for the 2016-2018 Jefferson Façade Rehabilitation Project involving 18 historic buildings on the Jefferson Courthouse Square. We have since had involvement with additional projects in town including the Tea Garden building. We love Jefferson's spirit and your well-earned national reputation as a progressive community with vision.

Our anticipated process will include the following:

- Kickoff meeting with Library Trustees, staff, and other stakeholders to establish broad goals and expectations; as well as to review and discuss the findings and recommendations of the George Lawson Needs Assessment Report.

- Documentation of the existing facility including extensive photography and generation of existing conditions floor plans.
- Meeting #2 with project stakeholders to review existing conditions plan drawings and to discuss current space use and workflow (normal patron use as well as meetings, special events, etc...).
- Generation of a space program identifying the spaces (by function, size, critical adjacencies, etc...) needed for feasibility planning purposes. The program is, essentially, an ingredients list. This document will also project overall space needs that will allow stakeholder to identify any existing properties that may be a candidate for *Option C*.
- Meeting #3 to review and confirm program contents and assumptions prior to the start of planning.
 - Generate initial feasibility "test fit" planning – Current Facility Expansion *Option A*. We will first study the option of working with the existing library site, as the familiarity will make it more relatable. Concept-level floor plans and space utilization analysis will allow the stakeholders to critique the initial test fit studies with various expansion options.
- Meeting #4 with project stakeholders to review and discuss initial *Option A* scheme(s).
 - Generate initial feasibility "test fit" planning – New Building/New Site *Option B*. Building on the discussions from the *Option A* investigations, concept-level floor plans and space utilization analysis will allow the stakeholders to compare and contrast the new construction options with the *Option A* planning schemes.
- Meeting #5 with project stakeholders to review and discuss initial *Option B* scheme(s).
 - Generate initial feasibility "test fit" planning – Renovation/Adaptive re-use *Option C*. Building on the discussions from the *Option A* investigations, concept-level floor plans and space utilization analysis will allow the stakeholders to compare and contrast the renovation adaptive re-use strategy against previously discussed options.
- Meeting #6 with project stakeholders to review and discuss initial *Option C* scheme(s).
 - Revisions to schemes based on stakeholder feedback and direction. Generation of revised *Option A*, *Option B*, and *Options C* schemes with comparative space utilization data. Square foot costs will be applied to generate concept-level construction cost and total project cost estimates for discussion and evaluation.
- Meeting #7 with project stakeholders to review and discuss initial all options and documentation, as revised.
 - Development of Draft Feasibility Study Report, outlining the full process and the concept-level planning for each of the viable options.
- Meeting #8 with project stakeholders to review and discuss Draft.
 - Development of Final Feasibility Study Report, incorporating stakeholder input from the review of the draft document. This deliverable will be in print and electronic format, that may be made available on the library's website.

- Public presentation of the final report at a public meeting including a powerpoint presentation summarizing the full process and the feasibility options for Trustees/City/Community consideration.

Some of these meetings may be done by Zoom. This is an incremental, but time-intensive process for the library staff and the stakeholder group. We would recommend that an advisory feasibility study committee be formed to undertake this process. This committee would then report progress and findings to the Trustees for acceptance of findings and deliberation on recommendations.

We estimate the above scope of services to represent a total estimated staff commitment of 410 hours. We propose to approach the delivery of these services with compensation on an hourly basis with a not-to-exceed cap of \$ 40,000.00. We have attached a proposal-sample-invoice that demonstrates the estimated time, hourly fees, and the function of the not-to-exceed cap. This sample-invoice also illustrates a capped estimate of \$3,000.00 for expenses over the duration of the work. In short, based on the process outlined above the total fees and expenses would be capped at \$43,000.00.

Again, we are very pleased to be furnishing this proposal in support of your planning efforts. Please let us know if there are any questions. We look forward to developing a professional relationship and a successful project together.

Thank You.

A handwritten signature in black ink, appearing to read 'Peter G. Franks', with a long horizontal flourish extending to the right.

Peter G. Franks, AIA, NCARB, LEED AP
President, The Franks Design Group, P. C.

**28E AGREEMENT
FOR THE JOINT OPERATION AND MAINTENANCE
OF THE GREENE COUNTY LAW ENFORCEMENT CENTER**

This Agreement for the Joint Operation and Maintenance of the Greene County Law Enforcement Center (the “Agreement”) is between the City of Jefferson (“Jefferson”) and the County of Greene (“Greene County”), sometimes referred to individually as a “Party” and collectively as “the Parties,” and is entered into pursuant to Chapter 28E of the Code of Iowa.

ARTICLE I. IDENTITY OF THE PARTIES

- 1.1 Jefferson and Greene County are each political subdivisions of the State of Iowa and constitute “public agencies” authorized under Iowa Code Sections 28E.2(2) and 28E.4 to enter into an agreement for joint or cooperative action.

ARTICLE II. PURPOSE

- 2.1 The purpose of this Agreement is to provide the Jefferson Police Department and the Greene County Sheriff’s Office with centralized law enforcement facilities and to provide for the sharing of costs and responsibilities with respect to the operation and maintenance of those facilities.

ARTICLE III. NEW LEGAL ENTITY

- 3.1 This Agreement creates a Joint Entity Board as a separate legal and administrative entity to conduct the cooperative undertaking described in this Agreement.

ARTICLE IV. DURATION

- 4.1 This Agreement shall enter into force, and the operations of the Joint Entity Board shall commence, when the Agreement is executed by the Parties, recorded with the Greene County Recorder, and filed with the Iowa Secretary of State.
- 4.2 Upon the execution of this Agreement, the Greene County Auditor shall record an executed copy of the Agreement with the Greene County Recorder and shall file the Agreement with the Iowa Secretary of State as required by Iowa Code § 28E.8.

- 4.3 The term of this Agreement shall be perpetual, subject to the right of either Party to terminate this Agreement as provided herein.

SECTION V. LAW ENFORCEMENT CENTER

- 5.1 Greene County shall provide centralized law enforcement facilities for joint use by the Greene County Sheriff's Office and the Jefferson Police Department with office space, meeting rooms, and restrooms adequate to the needs of both agencies; said centralized law enforcement facilities shall be called the Greene County Law Enforcement Center (the "Law Enforcement Center").
- 5.2 The Law Enforcement Center building and grounds shall remain the separate property of Greene County throughout the term of this Agreement and shall remain Greene County's property upon this Agreement's termination.
- 5.3 Greene County shall be responsible for the everyday maintenance of the Law Enforcement Center building, including both the interior of the building and the building itself.
- 5.4 Jefferson shall be responsible for the everyday maintenance of the Law Enforcement Center's grounds, sidewalks, drives, and parking lots.
- 5.5 Jefferson shall be responsible for snow removal from all parking lots, streets, alleys, drives, and sidewalks on, or adjacent to, the grounds of both the Law Enforcement Center and the building located at 204 South Chestnut Street in Jefferson, Iowa.
- 5.6 Jefferson shall be responsible for mowing the grass and maintaining all landscaping on the grounds of the Law Enforcement Center.
- 5.7 The Jefferson Police Department shall be permitted use of the sally port at the building located at 204 South Chestnut Street in Jefferson, Iowa, for the purpose of washing Jefferson Police Department vehicles without charge.

SECTION VI. JOINT ENTITY BOARD

- 6.1 The operation and maintenance of the Law Enforcement Center shall be overseen by a Joint Entity Board (the "Board") comprised of two representatives selected by the Jefferson City Council, two representatives selected by the Greene County Board of Supervisors, the Jefferson Police Chief, the Greene County Sheriff, and the Greene County Auditor, sometimes referred to individually as a "member" of the Board or collectively as the "members" of the Board.
- 6.2 The Board shall meet at least once every January and at least once every July during the term of this Agreement and at such additional times as requested by the Chairman of the Board or any three members of the Board.
- 6.3 The members of the Board shall be given at least ten days notice of a meeting in writing, in person, by telephone, by email, or by any other reasonable method.
- 6.4 A Board member may, in writing, waive notice of any meeting of the Board either before or after the meeting, and such waiver shall be deemed the equivalent of giving notice; in addition, attendance of a member at a Board meeting shall constitute waiver of notice of that meeting, unless the member's attendance is for the express purpose of objecting to the transaction of business because the meeting was not lawfully convened.

- 6.5 At any meeting of the Board, a majority of the members shall be necessary to constitute a quorum for the transaction of business.
- 6.6 Any one or more members may participate in a meeting telephonically or by means of similar communications equipment, so long as all members participating in the meeting can hear one another, and all such members shall be deemed present in person at such meeting.
- 6.7 At all meetings of the Board, each member shall have one vote.
- 6.8 Meetings of the Board shall be governed by Robert's Rules of Order.
- 6.9 The Board may establish one or more standing or ad hoc committees, each consisting of at least three members, to serve at the pleasure of the Board.
- 6.10 At the first Board meeting in the month of January, the Board shall elect a chairman, a vice-chairman, and a secretary, who shall serve as the Board's officers.
- 6.11 The chairman shall preside at all Board meetings, shall appoint members to any standing or ad hoc committees created by the Board, and shall perform all such other duties as the Board may from time to time assign.
- 6.12 The vice-chairman shall be vested with all the powers and shall perform all the duties of the chairman in the chairman's absence and shall perform all such other duties as the Board may from time to time assign.
- 6.13 The secretary shall record and keep the minutes of all Board meetings, shall have charge of such books, documents, and papers as the Board may determine, and shall perform all such other duties as the Board may from time to time assign.

- 6.14 The chairman, vice-chairman, and secretary shall each hold office for a term of one year and until his or her successor has been elected.
- 6.15 Only members of the Board shall be eligible to serve as an officer of the Board, and no person may hold more than one office.
- 6.16 An officer may be removed from office at any time, with or without cause, by a majority vote of the members at any meeting of the Board.
- 6.17 Any officer may resign his or her office at any time by giving written notice to the other two officers, and such resignation shall take effect upon receipt of that notice or at any later time specified in that notice.
- 6.18 Any vacancy occurring in any office, whether because of death, removal, or resignation, or for any other reason, shall be filled by the Board at the next meeting of the Board.
- 6.19 The Board shall have the power to establish an annual budget for the operation and maintenance of the Law Enforcement Center and to approve expenditures for capital improvements as provided in Article VII of this Agreement.

ARTICLE VII. BUDGET AND FINANCING

- 7.1 The budget for the operation and maintenance of the Law Enforcement Center shall be based on a fiscal year beginning on July 1 and ending on June 30.
- 7.2 In January of each year, the Board shall meet to establish a budget for the maintenance and operation of the Law Enforcement Center for the immediately succeeding fiscal year.
- 7.3 Jefferson shall provide in its annual budget for its share of the Law Enforcement Center's maintenance and operating expenses as budgeted by the Board.
- 7.4 Greene County shall provide in its annual budget for one-hundred percent (100%) of the Law Enforcement Center's maintenance and operating expenses as budgeted by the Board.
- 7.5 Jefferson's share of the Law Enforcement Center's annual maintenance and operating expenses shall be forty percent (40%) of the total expenses budgeted by the Board, and Greene County's share of the Law Enforcement Center's annual maintenance and operating expenses shall be sixty percent (60%) of the total expenses budgeted by the Board.
- 7.6 Greene County will initially pay all maintenance and operating expenses during the course of the fiscal year, and the Greene County Auditor shall invoice Jefferson on a quarterly basis on September 30, December 31, March 31, and June 30 for Jefferson's share of the actual maintenance and operating expenses incurred during the then concluding quarter.
- 7.7 Jefferson shall reimburse Greene County within thirty days of receipt of its quarterly invoice for its share of the Law Enforcement Center's actual maintenance and operating expenses.
- 7.8 Upon the completion of each fiscal year, all unexpended amounts budgeted by the Parties for the operation and maintenance of the Law Enforcement Center shall be deposited into an identifiable Law Enforcement Center Capital Improvement Account maintained by the City of Jefferson.
- 7.9 Jefferson shall permit Greene County to inspect and to copy all business records associated with the Law Enforcement Center Capital Improvement Account during normal business hours.
- 7.10 The funds maintained in the Law Enforcement Center Capital Improvement Account may be expended at any time, without the prior approval by the Parties, for capital improvements at the Law Enforcement Center by a majority vote of the members present at any meeting of the Board.
- 7.11 Jefferson and Greene County will each entirely finance its own obligations as undertaken herein.

SECTION VIII. TERMINATION

- 8.1 Either Party may terminate this Agreement effective 4:30 P.M. on June 30 of the then current fiscal year by giving written notice of termination to the other Party on or before December 31 of the then current fiscal year.
- 8.2 Written notice of a Party's termination of this Agreement shall be accomplished by certified mail or personal delivery.

- 8.3 Within thirty days of the termination of this Agreement, sixty percent (60%) of any funds in the Law Enforcement Center's Capital Improvement Account at the time of termination shall be reimbursed to Greene County.
- 8.4 Upon the termination of this Agreement, all fixtures and valuable improvements added to the Law Enforcement Center building and grounds during the term of this Agreement shall become the sole property of Greene County.
- 8.5 Except as otherwise provided in this Agreement, all real and personal property acquired by either of the Parties which may be used in connection with the cooperative undertaking described in this Agreement shall be the separate property of the Party acquiring such property and shall remain so upon the expiration or termination of this Agreement.

SECTION IX. AMENDMENT

- 9.1 This Agreement may be amended only by a written agreement signed by both Parties.

SECTION X. ENTIRE AGREEMENT

- 10.1 This Agreement embodies the entire agreement and understanding between the Parties relating to the subject matter covered by this Agreement.

SECTION XI. SEVERABILITY

- 11.1 If any clause or provision contained herein would invalidate this Agreement in whole or in part, such clause or provision only shall be invalid, and the remainder of the Agreement shall remain in full force and effect.

Dated this _____ day of _____, 2021 at Jefferson, Iowa.

GREENE COUNTY BOARD OF SUPERVISORS

CITY OF JEFFERSON, IOWA

BY _____
JOHN MUIR, CHAIRMAN

BY _____
MATT GORDON, MAYOR

ATTEST:

ATTEST:

JANE HEUN, COUNTY AUDITOR

ROXANNE GORSUCH, CITY CLERK

CHANGE ORDER

No. 2

PROJECT: JEFFERSON SHARED USE PATH IMPROVEMENTS

DATE OF ISSUANCE: JULY 6, 2021

EFFECTIVE DATE: JULY 13, 2021

OWNER: CITY OF JEFFERSON, IOWA

ENGINEER'S Project No.: A14.119874

CONTRACTOR: CALIBER CONCRETE, LLC

ENGINEER: BOLTON & MENK, INC.

You are directed to make the following changes in the Contract Documents:

Description:

Adjustment of final quantities.

Reason for Change Order:

Reconciliation of Contract Quantities

Attachments (List documents supporting change):

Exhibit A – Changed Items

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price <u>\$946,493.97</u>	Original Contract Times Substantial Completion : ___ days or dates Ready for final payment : _____ days or dates
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> <u>\$1,350.90</u>	Net changes from previous Change Orders No. ___ to No. ___ _____ days
Contract Price Prior to this Change Order <u>\$947,844.87</u>	Contract Times prior to this Change Order Substantial Completion : ___ days or dates Ready for final payment : _____ days or dates
Net <u>Increase</u> / <u>Decrease</u> of this Change Order <u>\$9,784.78</u>	Net <u>Increase</u> (Increase/Decrease/ <u>No Change</u>) of this Change Order _____ days
Contract Price with all approved Change Orders <u>\$938,060.09</u>	Contract Times with all approved Change Orders Substantial Completion: _____ days or dates Ready for final payment : _____ days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: 
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: June 24, 2021

Date: _____

Date: _____

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

A14.119874 – City of Jefferson, Iowa
Jefferson Shared-Use Path Improvements

Change Order
Page 1

RESOLUTION NO. _____

A Resolution Accepting Completed Construction and Approving Final
Payment of Jefferson Shared Use Path Improvements Project

WHEREAS, pursuant to its earlier resolution the City Council of Jefferson awarded a contract to CALIBER CONCRETE, LLC, of Adair, Iowa for the Jefferson Shared Use Path Improvements Project (the "Contract"); and

WHEREAS, the City Engineer has reported to the City Council that all the work required under the Contract was completed in substantial compliance with the terms of said Contract as of July 13, 2021, that the work performed under the Contract should be accepted, and that final payment in accordance with the terms of the Contract and Iowa Code Chapter 573 should be made; and

WHEREAS, the City Council finds that it should proceed in accordance with the City Engineer's recommendation.

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

Section 1. The work performed by the contractor under the Contract is accepted as of July 13, 2021, and the retainage under the Contract should be paid after 30 days after said final acceptance date providing no claims have been made.

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

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

Passed and approved on July 13, 2021.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

RESOLUTION NO.

WHEREAS, there have been transactions throughout the FY 2020-2021 that have created the need for transfers between funds, and

WHEREAS, the City Council has determined that transfer of said funds is in the best interest of city finances, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Jefferson authorizes the following transfer of funds back dated to June 30, 2021:

Budgeted Transfers

From	To	Amount
General- Other Gen. Government	Health Insurance Sinking	\$9,000.00
General- Police	Internal Service Fund	\$31,500.00 \$1,400.00
General- Fire	Internal Service Fund	\$28,694.00
General Library	Library Agency	\$2,000.00
Road Use Tax	General- Non-Program	\$50,000.00
Special Revenue	General- Non-Program	\$588,736.00
PACE	General- Non-Program	\$8,000.00
Airport	General- Non-Program	\$10,000.00
Water	General-Non-Program	\$35,000.00
Water	Water Capital Improvement	\$55,000.00
Water	Water Capital Improvement- Well Replace	\$30,000.00
Water	Water Plant Replacement	\$250,000.00
Water	Water Tower Repair	\$25,000.00
Water Revenue Bond	Water	\$1,000.00
Water Capital Improvement	Water	\$1,000.00
Wastewater	General- Non-Program	\$37,000.00
Wastewater	Wastewater Sinking	\$291,500.00
Wastewater	Wastewater Plant Replace	\$85,000.00
Sanitation	General- Non-Program	\$43,000.00
Sanitation	Internal Service Fund	\$20,000.00
Recycling	General- Non-Program	\$5,000.00
Recycling	Internal Service Fund	\$7,500.00
Total:		\$1,615,330.00

Non-Budgeted Transfers

From	To	Amount
Road Use Tax- FICA	General- FICA	\$16,796.75
Road Use Tax- IPERS	General- IPERS	\$7,122.93
Road Use Tax- Group Insurance	General- Group Insurance	\$25,215.90
Total:		\$49,135.58

Matt Gordon, Mayor

Roxanne Gorsuch, City Clerk

RESOLUTION NO. _____

A RESOLUTION SUPPORTING APPLICATION FOR
STATE OF IOWA WORKFORCE HOUSING TAX CREDITS

WHEREAS, 203 W Harrison, LLC (the “Developer”) is considering the purchase of property located at 203 W Harrison Avenue in Jefferson, Iowa, which it proposes to repair, improve, and redevelop into apartments that will be used for workforce housing (the “Project”); and

WHEREAS, the Developer plans to submit to the Iowa Economic Development Authority its application for tax incentives including the refund of sales, service, or use taxes paid during construction and for an investment tax credit; and

WHEREAS, the Developer is requesting the City to show its support for the Project by adopting this Resolution; and

WHEREAS, the City Council finds that the Developer’s proposed Project would be a benefit to and in the best interests of the City of Jefferson.

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

Section 1. The City Council of the City of Jefferson hereby declares its support for the Developer’s application for Iowa Workforce Housing Tax Incentives and Credits, including the refund of sales, service, or use taxes paid during construction and for an investment tax credit.

Section 2. The Developer will submit a grant application to the Iowa Economic Development Authority for Iowa Workforce Housing Tax Incentives and Credits to help fund the redevelopment of a building at 203 W Harrison Avenue, in Jefferson, Iowa.

Section 3. The City Council of the City of Jefferson declares its intention to provide economic development incentives in the amount of \$300,000.00 to assist with such redevelopment project.

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

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

Passed and approved on July 13, 2021.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk