

AGENDA

COUNCIL MEETING
Tuesday, September 22, 2020
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. 9/8/20 regular Council meeting minutes.
- B. Printer's Box, Class B Native Wine Permit
- C. Adjustment to sewer bill of \$318.78 at 108 Lincoln Place
- D. Adjustment to sewer bill of \$742.61 at 402 N. Cedar
- E. Adjustment to sewer bill of \$476.90 at 606 S. Maple

IV. NEW BUSINESS:

- A. Consider third reading of an ordinance increasing water rates by 3%.
- B. Consider third reading of an ordinance increasing wastewater rates by 3%.
- C. Consider third reading of ordinance increasing residential and commercial solid waste collection rates and providing for commercial recycling fee.
- D. Consider approval of office space lease with Gravitate for first floor space at 202 North State Street
- E. Consider first reading of an ordinance of Chapter 106.05, Bulky Rubbish, to provide a four-yard dumpster in lieu of annual Fall and Spring clean-up.
- F. Consider resolution of 28E Agreement for the temporary provision of law enforcement services with the Greene County Sheriff's Office.
- G. Consider first reading of ordinance establishing 35 mile per hour speed limit on Grimmell Road from Lincoln Way to US30.
- H. Consider approval to hire Building and Zoning Official
- I. Update from Cat Committee
- J. Update from Zoning review Committee
- K. Consider first reading of an ordinance amending Chapter 75 to allow for off road Utility Vehicles
- L. 2021-2022 Budget Priority workshop

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 9/22/20

NEW BUSINESS

NEW BUSINESS:

- A. **Consider third reading of an ordinance increasing water rates by 3%.** The water committee evaluated the increase costs of chemicals and funding necessary for anticipated plant improvements and is recommending the 3% rate increase as provided for in the 2020-2021 budget. The rate would increase the base amount for water service by 34 cents per month from \$11.17 to \$11.51
- B. **Consider third reading of an ordinance increasing wastewater rates by 3%.** The sewer committee evaluated the increase costs of wastewater treatment and the funding necessary for anticipated plant improvements and is recommending the 3% rate increase as provided for in the 2020-2021 budget. The rate would increase the base amount for sewer service by 55 cents per month from \$18.48 to \$19.03.
- C. **Consider third reading of ordinance increasing residential and commercial solid waste collection rates and providing for commercial recycling fee.** The Sanitation and Recycling committee reviewed costs for the residential waste collection and is recommending a \$1.00 per month increase for residential collection from \$10.45 to \$11.45 per month along with increases in commercial collection rates. The previous adjustment to rates was in 2016. Residential recycling would increase by \$1.00 per month from \$3.70 to \$4.70 per month. Recycling rates were \$3.50 in 2008 and \$3.70 in 2016. Commercial businesses will also be required to pay a basic recycling fee of \$4.70 per month.
- D. **Consider approval of office space lease with Gravitate for first floor space at 202 North State Street.** Attached is a two year lease agreement.
- E. **Consider first reading of an ordinance of Chapter 106.05, Bulky Rubbish, to provide a four-yard dumpster in lieu of annual Fall and Spring clean-up.** See attached proposed press release.
- F. **Consider resolution of 28E Agreement for the temporary provision of law enforcement services with the Greene County Sheriff's Office.** Reviewed by Police Committee and Greene County Sheriff Department. Agreement attached
- G. **Consider first reading of ordinance establishing 35 mile per hour speed limit on Grimmell Road from Lincoln Way to US30.** With the anticipated increase in traffic with the new high school and career academy, the Street Committee is recommending lowering the speed limit from 45 mph to 35 mph.
- H. **Consider approval to hire Building and Zoning Official.**
- I. **Update from Cat Committee.**
- J. **Update from Zoning review Committee.**
- K. **Consider first reading of an ordinance amending Chapter 75 to allow for off road Utility Vehicles.** Reviewed and recommended by the Police Committee. Proposed ordinance attached
- L. **2021-2022 Budget Priority workshop.** Attached are the results of the priority survey.

COUNCIL MEETING

September 8, 2020

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek
ABSENT: None

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Wetrich, second by Jackson, the Council approved the following consent agenda: August 25, 2020 Council Minutes, Appointment of Jed Magee to the Board of Adjustments and Appeals, approval of pay estimate #2 of \$25,309.03 to Keller Excavating, Inc. for Chestnut & Adams Street Watermain Improvements, approval of pay estimate #2 of \$167,853.76 to Caliber Concrete LLC for Jefferson Shared Use Path Improvements, approval of Neighborhood Improvement Incentive Program grant of \$2,000.00 for removal of building at 103 E. Park St., approval of Façade Rehabilitation grant of \$6,720.00 for improvements to Peony Chinese Restaurant, and Payment of monthly bills from City funds.

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

On motion by Sloan, second by Zmolek the Council approved the second reading of ordinance adjusting water service rates by 3%.

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

On motion by Sloan, second by Wetrich, the Council approved the second reading of ordinance adjusting sewer rates by 3%.

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

On motion by Zmolek, second by Wetrich, the Council approved the second reading of ordinance increasing Residential and Commercial solid waste collection rates and providing for Commercial recycling fee.

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

RESOLUTION NO. 50-20

On motion by Ahrenholtz, second by Jackson, the Council approved Resolution No. 50-20, a resolution approving Credit Card Program Policy.

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

On motion by Wetrich, second by Sloan, the Council approved a change order to Westbrooke Construction Co. for 100 E. State Street for \$7,430.00.

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

On motion by Jackson, second by Wetrich, the council approved of agreement with PAWS for \$8,000/yr. to operate existing animal shelter. The contract currently was \$6,000.00 a year.

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

A discussion was held regarding the Police department.

On motion by Sloan, second by Zmolek, the Council agreed to direct staff to start process of opening union negotiations.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

The following bills were approved by payment from the City funds:

A1 AUTOMOTIVE	PD TOWING	244.64
ACCESS SYSTEMS INC	RN CPIER LSE	579.43
ACCESS SYSTEMS LEASING	LB CPIER LSE	811.99
ACCO UNLIMITED CORP	PL CHFM	848.00
ADVANCED WASTE SOLUTIONS	GCRSE PORT POT	190.00
AFLAC	AFLAC INS W/H	72.47
AFSCME/IOWA COUNCIL 61	UNION DUES	112.95
ALEX AIR APPARATUS INC	JFD EQUIP	4,081.83
ALLIANT ENERGY	UTILITIES	34,070.43
ASSOCIATION FOR RURAL & SM	LB CONF FEE	260.00
AUDITOR OF STATE, ROB SAND	PA AUDIT FEE	425.00
BAKER & TAYLOR INC.	LB BOOKS	1,999.47
BILLIE J HANSON	WA DEP REF	55.35
BLUETARP CREDIT SERVICES	RUT CHAIN	109.99
BOLTON & MENK INC	ENG RUNWAY EXT	35,120.50
BOMGAARS	SUPP	455.16
CALIBER CONCRETE LLC	GREENWD/CENTRL #1	135,226.92
CARROLL COUNTY SOLID WASTE	RC MRKTG FEES	2,488.50
CASH	RN 5K PRIZES	600.00
CENTRAL IOWA DISTRIBUTING	RUT SUPP	300.50
CENTRAL IOWA TOWING & RECO	AP TOWING	225.00
CINTAS CORPORATION	RN FIRST AID	207.55
CLARION DISTRIBUTING LLC	SN SUPP	249.00
CLEANING SOLUTIONS INC.	RN CLEAN	2,358.00
COBRAHELP	PA ADMIN FEE	50.00
COLLECTION SERVICES CENTE	CASE #895827	682.90
COMMUNICATIONS ENG	HOT/MOT MOUNT	114.22
COMMUNITY OIL CO., INC	AP FUEL	9,729.72
COMPASS MINERALS	WA SALT	7,250.93
COMPUTER CONCEPTS	PA CABLE	325.00
CORE & MAIN	WA METER SUPP	3,412.63
COUNTYWIDE ELECTRIC SERV	200 E STATE ELEC	589.66
DANIELSON AUTO SERV	RUT REPRS	312.00
DAVE DAVIS	CAF REIMB	85.00
DEAN & CASSIE DOZIER	WA DEP REF	107.52
DELL MARKETING L.P.	LB MONITOR	168.74
DENNIS HAMMEN	REIMB CAF	380.11
DIAMOND VOGEL PAINT	RUT PAINT	249.85
DOLL DISTRIBUTING	GCRSE BEER	332.43
DOLLAR GENERAL	LB SUPP	20.00
DUANE ONKEN	H INS SINK C SH	172.08
DURLAM ELECTRIC	RUT ELEC SERV	434.85
ED M. FELD EQUIP CO.	JFD REPR	140.85
EFTPS	FEDERAL W/H	20,087.61
ELECTRIAL ENG	SW GEN SERV	887.86
EMC NATIONAL LIFE CO	LIFE INS	174.60
FAREWAY	SUPP	294.75
FASTLANE MOTOR PARTS LLC	PARTS	1,229.76

OFFICE SPACE LEASE

This office space lease is dated _____, and is between the CITY OF JEFFERSON, of 220 N. Chestnut St., Jefferson, Iowa 50129 (the "**Landlord**"), and WELCH AVENUE, LLC, an Iowa limited liability company, of 500 Locust Ave., Des Moines, Iowa 50309 (the "**Tenant**").

The parties agree as follows:

1. **The Premises.** Landlord, in consideration of the rents, agreements and conditions herein contained, leases to Tenant and Tenant leases from Landlord, according to the terms of this lease, the following described premises:

The first floor of the east half of the building located on the following described real estate:

The West 2/3 of Lot 97, in Block 11, in the Original Town (now City) of Jefferson, Greene County, Iowa, except the North 64 feet 2 inches thereof (the "**Real Estate**");

having a local street address of 202 East State Street, Jefferson, Iowa, and all rights, easements and appurtenances thereto (the "**Premises**").

2. **Term.** The term of this lease shall commence on the date the Landlord Improvements (defined below) are substantially completed and continue for 24 months thereafter.

3. **Rent.** Tenant agrees to pay monthly rent in the amount of \$2,989.65, which monthly payments shall be paid in advance on the commencement of the term of this lease and on the first day of each calendar month to Landlord at its address shown above or such other place as Landlord may designate. If any payment is not made when due, interest shall accrue thereon at the rate of 10% per annum from and after the due date of such payment until paid. Rental for any partial calendar month shall be prorated according to the portion of the month for which rental is due. The monthly rental includes \$1,000.00 per month base rent and \$1,989.65 per month to reimburse Landlord for its costs in making the Landlord Improvements (defined below).

4. **Possession.** Tenant shall be entitled to possession of the Premises on the date the term commences.

5. **Use of Premises.** Tenant agrees to use and occupy the Premises only for the purpose of providing coworking space to users, holding events in connection with business development, and conducting other reasonably related uses in connection with business development.

6. **Quiet Enjoyment.** Landlord covenants that Tenant shall and may peaceably and quietly have, hold and enjoy the Premises, and all parts thereof, for the term hereby granted, subject to the terms and provisions hereof.

7. **Improvements.** (a) Landlord agrees to make the following improvements to the Premises (the "**Landlord Improvements**");

(1) Install interior walls, including studs and drywall;

- (2) Paint interior walls;
- (3) Install alcove stairway;
- (4) Install interior walls and ceilings, and install floor wiring;
- (5) Install storefront glass system for conference room entry and office spaces;
- (6) Install doors for interior office space and conference room; and
- (7) Install plumbing, cabinets, shelves, and countertop.

(b) Landlord will complete the Landlord Improvements in a good and workmanlike manner and will give written notice to Tenant when the Landlord Improvements have been substantially completed. Tenant shall have the right to inspect the Landlord Improvements and if not satisfied with such improvements it shall notify Landlord in writing of any deficiencies within ten days after its receipt of Landlord's notice. Failure to give notice of any deficiency shall be deemed to be approval of such improvements by Tenant. Upon receipt of a notice of any deficiency from Tenant, Landlord may (i) repair or cure the deficiency, (ii) agree to adjust the monthly rental to cover part or all of the cost of curing the deficiency, or (iii) decline to make any repairs or adjustment in the monthly rental in which case Tenant may either accept the deficiency or cancel this lease.

(c) Tenant will be responsible for making any other improvements to the Premises which may be necessary or desired for the operation of its business (the "**Tenant Improvements**"). Any Tenant Improvements that are attached to the Premises shall remain a part of the Premises after the termination of this lease.

8. **Condition of Premises.** Subject to Landlord's obligation to complete its Landlord Improvements Tenant acknowledges that it has inspected the Premises and is satisfied with their condition and is relying solely on its own inspection and investigation and not on any statement or representation made by Landlord, or its agents, it being understood the Premises are being leased "as is."

9. **Repair and Maintenance, Alterations.** (a) Landlord. Landlord shall replace and repair the structural parts of the building, which shall include the foundation, exterior walls, load bearing components of interior floors and walls, the roof, and all sewers, pipes, wiring and electrical fixtures that are currently present in the Premises or part of the Landlord Improvements. Landlord shall also be responsible for any required major repairs and/or replacement of the heating and air conditioning equipment.

(b) Tenant. Tenant shall be responsible for all other maintenance and repairs required in and about the Premises, including, without limitation, interior walls, floors and ceilings, sewer, plumbing fixtures, pipes, wiring, and electrical fixtures within the structure that are not the responsibility of Landlord, heating and air conditioning equipment (other than for major repairs or replacement required to be done by Landlord), plate glass, carpeting and floor covering, except that during the first 90 days of the term of this Lease Landlord shall be responsible for all repairs to the Landlord Improvements that are required due to poor workmanship or materials. Tenant shall also be responsible for snow removal from sidewalks adjoining the Premises.

(c) Each party shall perform its responsibilities of repair and maintenance so that the Premises will be kept in a safe and serviceable condition. Neither party will permit or allow the Premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

(d) Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, vaults, safes, computers, desks, chairs, shelving and similar items. Tenant shall be responsible for all interior decorating.

(e) Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

10. **Utilities and Services.** Tenant shall arrange for and pay for all utilities and services required or desired for the operation of the Premises, including without limitation electricity, gas, water, sewer, janitor and cleaning services, and garbage collection.

11. **Compliance with Laws.** Tenant shall comply with all laws, ordinances, orders, rules and requirements of all federal, state and municipal authorities (including without limitation local zoning ordinances and building codes) and of any and all of their departments and bureaus, and of the local Board of Fire Underwriters or any other body exercising similar functions, which may be applicable to the Premises.

12. **Taxes.** (a) Personal Property. Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its products or other personal property on the Premises during the term of this lease.

(b) Real Estate. ~~Landlord~~ Tenant will be responsible for the payment of all regular real estate taxes and special assessments levied or assessed against the Real Estate.

13. **Termination; Surrender; Removal of Fixtures.** (a) Termination. This lease shall terminate upon expiration of its term.

(b) Surrender. Tenant agrees that upon termination of this lease it will surrender and deliver the Premises to Landlord in good and clean condition, normal wear and tear and damage by casualty or act of God excepted.

(c) Holding Over. Continued possession by Tenant beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of the lease.

(d) Removal of Fixtures. Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the Premises other than the Tenant Improvements that are attached to the Premises, providing Tenant repairs any and all damages caused by removal.

14. **Assignment and Subletting.** Tenant shall not assign this lease or sublet the Premises or any part thereof without the prior written consent of Landlord.

15. **Insurance.** (a) Tenant, during the term of this lease, shall keep its personal property and trade fixtures located in or on the Premises insured for at least the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft damage, vehicular damage, riot, civil commotion and vandalism and other perils of loss as typically included in the special form causes of loss (previously "all-risk") form of property insurance policy.

(b) Tenant shall obtain and maintain in force policies of insurance covering the Premises and Tenant's activities on the Premises at all times during the term of this lease, including without limitation commercial general liability insurance (which includes, but is not limited to, contractual liability coverage) covering claims for bodily injury and property damage occurring on, in or about the Premises, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such policies shall name Landlord as an additional insured on a primary and non-contributory basis.

(c) Landlord shall maintain commercial general liability insurance covering claims for injury to or death of persons and loss of or damage to property arising out of any act or omission of Landlord, its agents, contractors or employees with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Landlord shall also insure the building and other improvements to the Premises.

(d) All insurance provided for in this section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Iowa and rated by Best's Insurance Guide as possessing a minimum policyholder's rating of "A" and a financial category no lower than "VIII". Each policy of insurance shall have attached thereto an endorsement that such policy shall not be canceled or materially changed without at least thirty (30) days' prior written notice to Landlord and Tenant, and that no act or thing done by Tenant or Landlord shall invalidate the policy as against the other. The party obtaining such insurance shall deliver certificates thereof to the other party, and thereafter, not less than thirty (30) days prior to the expiration of each insurance policy required to be furnished pursuant hereto, the party obtaining the same shall deliver to the other party a renewal certificate thereof. Tenant and Landlord shall cooperate with each other in expediting the obtaining of insurance recoveries.

(e) **Waiver of Recovery.** Landlord and Tenant each hereby waive any and all rights of recovery against the other, its officers, partners, members, managers, agents and employees, occurring on or arising out of the use and occupation of the Premises to the extent such loss or damage is covered by proceeds received from insurance required under this lease to be carried by the other party. This waiver of subrogation provision shall be limited to (i) loss or damage to the property of Landlord and Tenant, and (ii) the officers, partners, members, managers, agents and employees of Landlord and Tenant. Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation to an insurance company, Landlord and Tenant agree immediately to give to each insurance company providing a policy required under this Article, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

16. **Indemnity.** Except for the misconduct or negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

17. **Fire and Casualty.** (a) **Partial Destruction of Premises.** In the event of a partial destruction or damage to the Premises that is not caused by the actions or negligence of Landlord, Landlord will have no obligation to restore or repair the Building or to apply any insurance proceeds to which it may be entitled to its repair or restoration. In such event Tenant may in its sole discretion repair part or all of such damage. If Tenant elects not to repair or restore the Building in such event, then Tenant may terminate this lease by giving written notice of such election to Landlord.

(b) **Total Destruction of Premises.** In the event of a total destruction or damage to the Premises, then this lease may be terminated at the option of either the Landlord or Tenant by giving written notice of such election to the other party within thirty days after such destruction.

18. **Events of Default, Notice of Default and Remedies.** (a) **Events of Default.** Each of the following shall constitute an event of default by Tenant:

(i) Failure to pay rent when due.

(ii) Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to the terms of the lease.

(iii) Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten days after the appointment of the receiver.

(b) **Notice of Default.** Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall not be required to give Tenant any more than two notices for the same default within any 365 day period.

(c) **Remedies.** In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

(i) **Termination.** Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the

Premises and the re-letting thereof, including attorneys' fees and court costs, crediting against such claim, however, any amount obtained by reason of such re-letting.

(ii) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at that time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

(d) All costs incurred by either party in connection with any amounts and damages owing by the other party pursuant to the provisions of this lease or in connection with any effort to enforce any provision of this lease, including reasonable attorneys' fees and court costs from the date any such matter is turned over to an attorney (including on appeal), whether or not one or more actions are commenced, shall be recoverable by the prevailing party.

19. **Right of Either Party to Make Good Any Default of the Other.** If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for 30 days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 10.0% per annum, from date of advance.

20. **Mechanic's Liens.** Neither the Tenant nor anyone claiming by, through, or under the Tenant shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever upon the Premises or the Real Estate, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the Premises or the Real Estate.

21. **Environmental.** Tenant represents and agrees:

(a) During the term of this lease, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the Premises by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

(b) Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the Premises any contamination of the Premises caused by any hazardous substances which have been used or permitted by Tenant on the Premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

(c) Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and

including any diminution of the value of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

22. **Rights Cumulative.** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

23. **Notices and Demands.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, any notice required or permitted to be given under this lease shall be considered given if made by personal delivery or sent by U.S. Mail, registered or certified, Express Mail, or by overnight courier service.

24. **Landlord Right of Access and Inspection.** Landlord, and Landlord's authorized agents and employees, may from time to time, during normal business hours and upon reasonable advance notice to Tenant, enter the Premises and inspect the same or exhibit the same to prospective purchasers, tenants or mortgagees, provided that no such entry or inspection shall interfere with the conduct of Tenant's activities in the Premises. In case of emergency, Landlord and Landlord's authorized agents and employees may enter the Premises and inspect the same at any time without notice.

25. **Provisions to Bind and Benefit Successors, Assigns, Etc.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties.

26. **Changes to Be in Writing.** None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

27. **Construction and Counterparts.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. This lease 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 lease. Delivery of an executed counterpart of a signature page to this lease by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this lease.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this lease as of the date stated in the introductory clause.

CITY OF JEFFERSON, Landlord

By: _____
Matt Gordon, Mayor

Attest: _____
Roxanne Gorsuch, City Clerk

WELCH AVENUE, LLC, Tenant

By: _____

Name: _____

Title: _____

PROPOSED PRESS RELEASE

The City of Jefferson will be offering a year-round service to its residents in place of a semiannual clean up week. In the past, the city has offered a free clean up week in the spring and fall where residents were able to place items curbside for collection. Residents were given two free 1 ½ yard hoppers, or 3 yards of free garbage collection. Appliances and other electronics were collected for a fee. Metals and related items were collected for no charge.

In place of the City-wide clean-up weeks the City will be offering a year-round service. The City will have dumpsters for residents to utilize free of charge for a period of one week. Residents will be allowed 4 yards of garbage/junk to be collected at no charge which is 1 yard more than previously allotted. Any additional dumps of the dumpster will be billed at standard collection rates. The dumpsters will range in size from 1 ½ yard to 4 yard.

Appliances and other electronics cannot be placed in the dumpsters but can be placed curbside year-round on the resident's regular garbage collection day. Normal collection fees will apply to those items. Metals can be set out all year round and will be collected at no charge.

The City is switching to this new collection method to minimize the risk of injury and potential exposure to hazardous materials by the public and City employees while at the same time offering a service that provides a year-round opportunity to dispose of garbage/junk.

Residents wishing to participate in the free dumpster system are asked to call City Hall. They will be placed on a list to have a dumpster delivered to them. As dumpsters become available, they will be delivered to residents in the order that they were requested. If a resident does not need a dumpster for a full week, they can let City Hall know and the dumpster will be delivered to the next person on the list. Dumpsters will not be left at a residence any longer than one week.

Residents are reminded that with the switch to the automated curbside collection of garbage, the new containers hold 95 gallons of trash weekly compared to 70 gallons prior to the automated trash collections system. If there are extra items to be disposed of weekly, we urge residents to fill their trash containers full each week instead of saving it. Four dumps of the 95-gallon containers are approximately equivalent to filling a 2 yard dumpster.

106.05 BULKY RUBBISH. Bulky rubbish which is too large or heavy to be collected in the normal manner of other solid waste shall be collected by the City in accordance with the following procedures:

1. The City will provide a 4 cubic yard dumpster to each owner of a dwelling unit that is a residential premises once each year for a one week period to be used for a free one time collection of bulky rubbish described above from such residential premises. Owners may arrange for the delivery of such dumpster on a first come first served basis by contacting the Office of the Clerk. This service will be provided only to customers with accounts in good standing with the City of Jefferson, and the service is not available to commercial customers. The dumpster may not be used for special items for which there are special charges under this Chapter.~~In the spring and fall of each year the City will provide free pick up of up to 2 garbage truck hoppers (approximately 1½ yards each) of bulky rubbish from all residential premises, except appliances, e waste (such as computer equipment and photocopiers) and construction debris, with the exact schedule and time of such pick ups to be determined and announced by the City Administrator. Amounts picked up in excess of 2 hoppers will be charged at the rate of \$25.00 per hopper or part thereof. Residents having items to be picked up at these times shall place such items on the parking in front of their premises by 6:00 a.m. of the scheduled pick up day. Appliances, e waste (such as computer equipment and photocopiers) and construction debris may be set out for collection during the free pick up period and will be collected by the City, but such items shall be billed for in accordance with the special items charges under this chapter.~~

~~—————
(Ord. 540 — Oct. 16 Supp.)~~

2. Persons desiring to have bulky rubbish picked up at times other than when the free dumpster is provided~~the spring and fall free pick ups~~ must make prior arrangements with the sanitation department or the office of the Clerk for the collection of the same. Collection of such items will be billed on a per-collection and per-item basis.

3. Persons conducting construction or remodeling projects on their premises which will generate construction debris and materials exceeding the amount that can normally be picked up at regularly scheduled times shall make prior arrangements with the sanitation department or the office of the Clerk for the collection of the same. The sanitation department may in such cases either require the person to temporarily rent a dumpster, in which case the dumpster rental fees and pick up charges provided for in this chapter shall be billed, or if the scope of the project is determined by the sanitation department, in its sole discretion, to be too large, it may require such person to obtain the services of a commercial sanitation or refuse hauler for the removal of the same.

**28E AGREEMENT
FOR THE TEMPORARY PROVISION
OF LAW ENFORCEMENT SERVICES**

This Agreement for the Temporary Provision of Law Enforcement Services (the "Agreement") is between Greene County, Iowa, the Greene County Sheriff's Office, and the City of Jefferson, Iowa, 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

Greene County, the Greene County Sheriff's Office, and the City of Jefferson 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

The purpose of this agreement is to establish the terms and conditions under which the Greene County Sheriff's Office will provide law enforcement services on a temporary basis for the City of Jefferson and to ensure that Greene County is adequately reimbursed for the costs incurred in the provision of such services.

ARTICLE III. NO NEW ENTITY

This Agreement does not create a separate legal or administrative entity to conduct the cooperative undertaking described in this Agreement.

ARTICLE IV. DURATION

The term of this Agreement shall begin on October 1, 2020, and shall expire on September 30, 2021, subject to the right of any Party to terminate this Agreement as provided herein.

ARTICLE V. DUTIES OF GREENE COUNTY AND THE GREENE COUNTY SHERIFF

Section 1. The Sheriff of Greene County and his deputies shall cover up to fifteen, twelve-hour shifts for the Jefferson Police Department per calendar month for the duration of the Agreement.

Section 2. Prior to the first day of each calendar month, the Sheriff of Greene County and the Jefferson Chief of Police shall develop a mutually agreeable work schedule establishing the shifts the Greene County Sheriff's Office will be responsible for covering for the Jefferson Police Department for that calendar month, subject to subsequent modification by the mutual agreement of the Sheriff and the Chief of Police.

Section 3. While covering a shift for the Jefferson Police Department, the Sheriff of Greene County and his deputies shall provide the following law enforcement services ("law enforcement services") within the corporate limits of the City of Jefferson:

- A. routine patrol services, including door checks of commercial establishments;
- B. enforcement of the laws of the State of Iowa;

- C. investigation of suspected criminal activity warranting additional investigation in the judgment and at the discretion of the Greene County Sheriff;
- D. and specialized traffic and vehicle operation enforcement.

Section 4. The Sheriff of Greene County and his deputies shall also participate in judicial proceedings arising from arrests made while covering a Jefferson Police Department shift, including, but not limited to, preliminary hearings, suppression hearings, depositions, and criminal trials.

Section 5. The Sheriff of Greene County shall also provide administrative support services (“administrative support services”) for the Jefferson Police Department for the duration of this Agreement in the form of a .5 full-time equivalent employee who will complete administrative and clerical tasks at the request of the Jefferson Chief of Police or any Jefferson Police Officer.

Section 6. The Sheriff of Greene County shall provide the City of Jefferson with an itemized invoice for all services provided pursuant to this Agreement no later than the 15th day of the month immediately succeeding the month in which said services were provided.

Section 7. The Sheriff of Greene County shall remain responsible for the assignment of duties to, and any disciplinary actions taken against, his deputies and any other employee of the Greene County Sheriff’s Office.

Section 8. Greene County shall remain responsible for the payment of salaries, wages, and any other compensation or benefits paid to the Greene County Sheriff, his deputies, and his employees.

Section 9. The City of Jefferson shall not be liable for compensation to any Greene County employee for workers’ compensation claims for injury or sickness occurring while the employee is undertaking duties in fulfillment of this Agreement.

Section 10. The Greene County Sheriff’s Office shall keep such books and records as will permit the identification of all fees incurred by the City of Jefferson pursuant to this Agreement and shall permit the City of Jefferson to inspect and copy all such books and records during normal business hours.

ARTICLE VI. DUTIES OF THE CITY OF JEFFERSON

Section 1. The City of Jefferson shall pay Greene County a monthly fee (the “fee”) for the law enforcement services and administrative support services provided by the Greene County Sheriff’s Office.

Section 2. The fee shall be paid no later than the last day of the month immediately succeeding the month in which the law enforcement services and the administrative support services were provided.

Section 3. The fee shall consist of

- A. a law enforcement services fee calculated at a rate of \$1,000 per shift covered by the Greene County Sheriff or one of his deputies;
- B. and an administrative services fee of \$1,750 per calendar month.

Section 4. In addition to the fee, in the event that the Greene County Sheriff or his deputies are required to fulfill additional duties arising from their provision of law enforcement services to the City of Jefferson when they would otherwise be off duty, the City of Jefferson shall reimburse Greene County for the time spent in fulfillment of such additional duties at a rate of \$60 per hour; such additional duties may include, but are not limited to, the perfection of criminal charges, the completion of investigative reports,

additional investigation at the request of the Greene County Attorney, and participation in judicial proceedings.

Section 5. The City of Jefferson, through its City Attorney, shall remain responsible for the prosecution of all Jefferson City Code violations, including, but not limited to, zoning violations, nuisance violations, and traffic and vehicle violations.

ARTICLE VII. NO JOINT PROPERTY

All real and personal property acquired by any 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.

ARTICLE VIII. FINANCING AND BUDGET

Section 1. Greene County, the Greene County Sheriff's Office, and the City of Jefferson will each entirely finance its own obligations undertaken herein.

Section 2. No separate budget will be established for the cooperative undertaking described in this Agreement.

ARTICLE IX. ADMINISTRATOR

The Sheriff of Greene County shall be the sole administrator of this Agreement.

ARTICLE X. TERMINATION

Section 1. Except as provided in Sections 3 and 4 of this Article, any Party may terminate this Agreement at any time, effective the last day of the immediately succeeding calendar month, by giving written notice of termination to the other Parties.

Section 2. Written notice of a Party's intent to terminate this Agreement shall be accomplished by certified mail or personal delivery.

Section 3. Greene County and the Sheriff of Greene County shall both have the right to terminate this Agreement either immediately or at a later date at its sole discretion if any of the following events fails to occur:

- A. the completion of job candidate interviews for at least two new Jefferson Police Officers by October 30, 2020;
- B. the extension of conditional job offers to at least two new Jefferson Police Officers by November 13, 2020, subject to their successful completion of all testing customarily required of a new law enforcement officer; and
- C. the extension of formal job offers to at least two new Jefferson Police Officers by December 8, 2020.

Section 4. The City of Jefferson shall have the right to terminate Article V, Section 5 and Article VI, Section 3, Subsection B of this Agreement at its sole discretion, effective the last day of the then current calendar month, by giving written notice of termination to the other Parties; if the City of Jefferson exercises this right, it must terminate both Article V, Section 5 and Article VI, Section 3,

Subsection B, and may not terminate Article VI, Section 3, Subsection B without also terminating Article V, Section 5.

Section 5. The City of Jefferson's obligation to pay Greene County for services previously provided pursuant to this Agreement shall survive the Agreement's termination.

ARTICLE XI. AMENDMENT

This Agreement may be amended only by a written agreement signed by all the Parties.

ARTICLE XII. ENTIRE AGREEMENT

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

ARTICLE XIII. SEVERABILITY

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 _____, 2020 at Jefferson, Iowa.

GREENE COUNTY BOARD OF SUPERVISORS

CITY OF JEFFERSON, IOWA

BY _____
JOHN MUIR, CHAIRMAN

BY _____
MATT GORDON, MAYOR

SHERIFF OF GREENE COUNTY

BY _____
JACK WILLIAMS, SHERIFF

ATTEST:

ATTEST:

JANE HEUN, COUNTY AUDITOR

ROXANNE GORSUCH, CITY CLERK

63.04 SPECIAL SPEED ZONES. . . .

. . . .

2. Special 35 MPH Speed Zones. A speed in excess of thirty-five miles per hour is unlawful on any of the following designated streets or parts thereof:

- A. On West Central Avenue from Grimmell Road to North Walnut Street.
- B. On East Central Avenue from North Elm Street to Mulberry Street.
- C. On Wall Street from M Avenue to North Grimmell Road.
- D. On West Lincoln Way from Westwood Drive to Elm Street.
- E. On East Lincoln Way from the main entrance of the Fairgrounds to the east corporate limits.
- F. On Westwood Drive from Linwood Drive to South Grimmell Road.
- G. On North Grimmell Road from ~~Wall Street~~ U.S. Highway No. 30 to Lincoln Way.
- H. On South Grimmell Road from Lincoln Way to South Street.
- I. On North and South Elm Streets from Head Street to Park Avenue South.
- J. On Mulberry Street from Park Street to the south corporate limits.

. . . .

4. Special 45 MPH Speed Zones. A speed in excess of forty-five miles per hour is unlawful on any of the following designated streets or parts thereof:

- ~~A. On North Grimmell Road from U.S. Highway No. 30 to Wall Street.~~
- ~~B.~~ A. On South Grimmell Road from South Street to the west corporate limits.
- ~~C.~~ B. On South Elm Street from Park Avenue South to Greenwood Drive.
- C. On Mulberry Street from the north corporate limits to Central Avenue.

~~D.~~

CHAPTER 75

ALL-TERRAIN VEHICLES, OFF-ROAD UTILITY VEHICLES AND SNOWMOBILES

75.01 Purpose

75.02 Definitions

75.03 General Regulations

75.04 Operation of Snowmobiles

75.05 Hours of Operation

75.06 Thaw Ban

75.07 Operation of All-Terrain Vehicles

75.08 Negligence

75.09 Accident Reports

75.01 PURPOSE. The purpose of this chapter is to regulate the operation of all-terrain vehicles, off-road motorcycles, off-road utility vehicles, and snowmobiles within the City.

75.02 DEFINITIONS. For use in this chapter the following terms are defined:

1. “All-terrain vehicle” means a motorized vehicle with not less than three and not more than six nonhighway tires that is limited in engine displacement to less than one thousand cubic centimeters and in total dry weight to less than one thousand pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

(Code of Iowa, Sec. 321I.1)

2. “Off-road motorcycle” means a two-wheeled motor vehicle that has a seat or saddle designed to be straddled by the operator and handlebars for steering control and that is intended by the manufacturer for use on natural terrain. “Off-road motorcycle” includes a motorcycle that was originally issued a certificate of title and registered for highway use under Chapter 321 of the *Code of Iowa*, but which contains design features that enable operation over natural terrain.

(Code of Iowa, Sec. 321I.1)

3. “Off-road utility vehicle” means a motorized vehicle with not less than four and not more than eight nonhighway tires or rubberized tracks that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. “Off-road utility vehicle” includes the following vehicles:

A. “Off-road utility vehicle – type 1” means an off-road utility vehicle with a total dry weight of one thousand two hundred pounds or less and a width of fifty inches or less.

B. “Off-road utility vehicle – type 2” means an off-road utility vehicle, other than a type 1 off-road utility vehicle, with a total dry

weight of two thousand pounds or less, and a width of sixty-five inches or less.

C. “Off-road utility vehicle – type 3” means an off-road utility vehicle with a total dry weight of more than two thousand pounds or a width of more than sixty-five inches, or both.

(Code of Iowa, Sec. 321I.1)

4. “Snowmobile” means a motorized vehicle weighing less than one thousand pounds which uses sled-type runners or skis, endless belt-type tread with a width of forty-eight inches or less, or any combination of runners, skis, or tread, and is designed for travel on snow or ice. “Snowmobile” does not include an all-terrain vehicle which has been altered or equipped with runners, skis, belt-type tracks, or treads.

(Code of Iowa, Sec. 321G.1)

5. “Operate” means to ride in or on, other than as a passenger, use, or control the operation of a vehicle in any manner, whether or not the vehicle is moving.

(Code of Iowa, Sec. 321I.1)

6. “Operator” means a person who operates or is in actual physical control of a vehicle.

(Code of Iowa, Sec. 321I.1)

7. “Roadway” means that portion of a street or highway improved, designed, or ordinarily used for vehicular travel.

(Code of Iowa, Sec. 321I.1)

8. “Street” or “highway” means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular travel.

(Code of Iowa, Sec. 321I.1)

75.03 GENERAL REGULATIONS. No person shall operate an all-terrain vehicle, off-road motorcycle or off-road utility vehicle within the City in violation of Chapter 321I of the Code of Iowa or a snowmobile within the City in violation of the provisions of Chapter 321G of the Code of Iowa or in violation of rules established by the Natural Resource Commission of the Department of Natural Resources governing their registration, equipment and manner of operation.

(Code of Iowa, Ch. 321G & Ch. 321I)

75.04 OPERATION OF SNOWMOBILES. The operators of snowmobiles shall comply with the following restrictions as to how snowmobiles may be operated within the City:

1. Streets and Alleys. Snowmobiles may be operated upon streets or alleys only if covered with snow and only for the purpose of using the most direct roadway for ingress to and egress from the City or for an emergency when travel by conventional motor vehicles is impractical due to snow. No snowmobiles shall be driven on streets or alleys solely for entertainment or pleasure.

(Code of Iowa, Sec. 321G.9[4a])

2. Speed. While operating a snowmobile the speed of any snowmobile shall be no faster than ten miles less than the posted speed for the street, or twenty miles per hour, whichever is less.

3. Railroad Right-of-way. Snowmobiles shall not be operated on an operating railroad right-of-way. A snowmobile may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.

(Code of Iowa, Sec. 321G.13[1h])

4. Trails. Snowmobiles shall not be operated on all-terrain vehicle trails except where so designated.

(Code of Iowa, Sec. 321G.9[4f])

5. Parks and Other City Land. Snowmobiles shall not be operated in any park, playground or upon any other City-owned property without the express permission of the City. A snowmobile shall not be operated on any City land without a snow cover of at least one-tenth of one inch.

6. Sidewalk or Parking. Snowmobiles shall not be operated upon the public sidewalk or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the "parking" except for purposes of crossing the same to a public street upon which operation is authorized by this chapter.

75.05 HOURS OF OPERATION. Snowmobiles shall be operated only between the hours of 8:00 a.m. and 10:00 p.m., except that a snowmobile operating outside of the City limits after 10:00 p.m. may proceed by the closest permitted street and most direct street directly home after such time.

75.06 THAW BAN. Snowmobiles shall not be operated during a publicized thaw ban in areas posted to prohibit such operation.

75.07 OPERATION OF OFF-ROAD UTILITY VEHICLES. Off-road utility vehicles complying with the Code of Iowa and this Code of Ordinances may be operated on City streets and alleys subject to the following restrictions:

1. No off-road utility vehicle shall be operated on any public street, highway, or alley between sunset and sunrise.
2. No off-road utility vehicle shall be operated on any interstate highway, federal highway, or State highway.
3. The operator of an off-road utility vehicle shall possess a valid driver's license and be at least 16 years of age.
4. The owner of every off-road utility vehicle being operated upon City streets and alleys shall have in effect liability insurance covering the off-road utility vehicle in the same limits as required of automobiles by the financial responsibility provisions of Chapter 321A of the Code of Iowa.
5. Every person operating an off-road utility vehicle on the public highways, streets, roads, and alleys of the City shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.
6. All laws regarding the use of seatbelts and child restraints shall be obeyed.
7. No person may ride on any portion of an off-road utility vehicle not designed to carry passengers. No person may stand on or ride in the cargo area of an off-road utility vehicle while it is in motion.

75.08 NEGLIGENCE. The owner and operator of an all-terrain vehicle, off-road utility vehicle, or snowmobile are liable for any injury or damage occasioned by the negligent operation of the all-terrain vehicle, off-road utility vehicle, or snowmobile. The owner of an all-terrain vehicle, off-road utility vehicle, or snowmobile shall be liable for any such injury or damage only if the owner was the operator of the all-terrain vehicle, off-road utility vehicle, or snowmobile at the time the injury or damage occurred or if the operator had the owner's consent to operate the all-terrain vehicle, off-road utility vehicle, or snowmobile at the time the injury or damage occurred.

(Code of Iowa, Sec. 321G.18 & 321I.19)

75.09 ACCIDENT REPORTS. Whenever an all-terrain vehicle, off-road utility vehicle, or snowmobile is involved in an accident resulting in injury or death to anyone or property damage amounting to one thousand five hundred dollars or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer and shall file an accident report, in accordance with State law.

(Code of Iowa, Sec. 321G.10 & 321I.11)

2020 Survey comments:

The following are the survey comments from Council members

Water and sewer line improvements- Continue good work already underway. Infrastructure is always needed, Water line replacement program is a good idea and working well I think.

Animal Shelter – Good recent progress, keep going. Revised building plan and cost a positive. Hopefully we can get this started this year or early next year. Good recent progress, keep going. Revised building plan and cost is a positive.

Housing – Much progress here. Support new effort. Always important but we have made good headway into this with Region 12 and the Rowland Project.

Obtaining grants- Always important. Always needed especially now with revenues declining. Continue to leverage our financial resources.

Code enforcement- Proactive and aggressive action on vacant property.

Economic Development- Covered by other groups as well.

Neighborhood Improvement Program- I'm not sure if we don't advertise this well or what but this doesn't seem to be used very often. Continue partnership with Region 12 to leverage city costs.

Organizational efficiency – Are we optimizing cross training.

Dog Park – Good recent progress, keep going. A lot of people want this, numerous people are asking when it will be done. Ties to animal shelter value.

Entries to the City – Clean up east entry, clarify zoning issues.

Highway 30 Coalition – 4 lanes of highway through Jefferson could really affect industrial and commercial situations in Jefferson and beyond.

Building Maintenance- Being covered. This is always a need and I feel the departments do a good job at this. City Hall elevator options.

Development of north part of the City – May be the best area for development we have left. We have

put a lot of infrastructure out there.

Development of Recreation Assets – Deal, plus local and prospective developers.

Main Street/Chamber Program – Being handled. Great to get this started. I think once bugs are worked out this will be a great asset to the city. Continue financial support and accountability.

Recycling – Enact new fee structure to close the gap due to genesis loss and low to no value recycles.

Street improvements – Always needed. Continue good work of Public Works teams

Tourism- Being handled. We have easier time with this with the new Main Street/Chamber office.

Zoning overview for new development – Not only new improvements but also look at adjustments to current zoning. (Decks, Driveways, etc). Seems like this can be done on needed basis. Clarify zoning issues on our entry corridors and potential new expansion areas.

Lincoln Way improvements (Old US30) – Would like to see this. Economic and alternatives analysis, timing.

Park improvements – Important but ok.

Construction of new Sidewalks- Is there sidewalk all the way from the four corner to the new middle school? Complete new pathway projects.

Drainage improvements – Area around casino is needed for commercial purposes. It would be great if we could get that figured out. Priority areas are biz park, new school, and casino.

Golf Course-

Historic Preservation - Covered by other groups as well. Finish work in progress on downtown buildings.

Website – Website is looking good, we just need to maintain. Improve linkage to key organizations.

Development of Three Block Area – Middle school area I feel it is too expensive for what we will get out of it.

Sidewalk Replacement – Good idea but we need more money in that program. Provide financial support to property owner project.

Swimming Pool - Many upgrades over the previous year. In a good place. Seems like a lot has been done. We have a great pool and it is in good shape now. New improvements are good, focus on maintenance.

Cemetery Improvements – Nice to have some cheap info online of who's who. This is being done on an annual basis with \$5,000. Good start, but this will take a long time to complete. This work is very time consuming and not many people do it.

Other Comments:

Waste Water Plants Upgrade – Need comprehensive plan for engineering, cost, finance method, etc. in next 6 months to have completed facility by December 2024.