

# AGENDA

## COUNCIL MEETING

Tuesday, May 12, 2020

5:30 P.M.

## CITY HALL COUNCIL CHAMBERS

*The City will be keeping the total number of attendees to 10 or less at city hall. In abiding by Governor Reynolds orders. The current COVID-19 situation makes in “impossible and impractical” to meet in one location. The public can simply call [1-312-626-6799](tel:1-312-626-6799) and use the meeting ID number: 377 759 2273 . From a smart phone questions and comment can be typed in. You can also “raise your hand” and be recognized to speak. Video conferencing is also available on the “Zoom meeting App”*

### **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. 5/12/20 regular Council meeting minutes.
- B. Cigarette Permits. July 1, 2020 through June 30, 2021.

### **IV. NEW BUSINESS:**

- A. Public hearing FY 2019-2020 budget amendments.
- B. Approval of resolution for the 2019-2020 budget amendments.
- C. Consider approval to hire police patrol officer.
- D. Consider approval of resolution in support of Court Street Apartments LLC Workforce Housing Tax Credits application for 215 South Wilson White House Apartment project.
- E. Consideration of approval of economic development forgivable loan agreement with Sebolt Wrestling Academy.
- F. Main Street Quarterly update.

### **V. REPORTS:**

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

### **VI. ADJOURN.**

## AGENDA SUMMARY

**DATE 5/26/20**

### **NEW BUSINESS**

- A. **Public hearing FY 2019-2020 budget amendments.**
- B. **Approval of resolution for the 2019-2020 budget amendments.** Attached is the budget amendment document along with the detailed breakdown of the amendments.
- C. **Consider approval to hire police patrol officer.**
- D. **Consider approval of resolution in support of Court Street Apartments LLC Workforce Housing Tax Credits application for 215 South Wilson.** The developer is proposing to place 12 new apartments in the building. A key component to make this project viable will be for the developer to obtain tax credits. The resolution would support the application, but the City is not the applicant. Attached is an overview of the project from Nick.
- E. **Consideration of approval of economic development forgivable loan agreement with Sebolt Wrestling Academy.** Attached is the agreement for a \$150,000, 10-year forgivable loan to assist with the development of the existing Fieldhouse building into a wrestling academy.
- F. **Main Street Quarterly update.**

COUNCIL MEETING

May 12, 2020

5:30 P.M.

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

Mayor Gordon presided.

Meeting was held at City Hall with Mayor Gordon. Also present was Councilman Ahrenholtz, Sloan, Jackson, Wetrich and Zmolek via invite on electronic Zoom application. This was necessary due to the State of Iowa Governor issuing a State Public Disaster Emergency which limited the meeting to no more than 10 people. The Disaster Emergency was due to the 2019 Novel Coronavirus.

No citizens spoke during Open Forum.

On motion by Sloan, second by Zmolek, the Council approved the following consent agenda April 28, 2020 Council Minutes, Doc's Stadium Bar and Grill., Class C Liquor License, Greene County Fair Association, Class C Liquor License, Hired Jake Hinote, Tiffany Hupp, Carter Morton, Andrew Michaelson, Quinton Clancy for part time help at Jefferson Community Golf Course at \$7.75/hr and Payment of monthly bills.

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

This was the time and place for Jefferson Municipal Airport Runway 14/32 Extension approving plans, specifications, form of contract, estimate of cost. Mayor Gordon called for any oral or written comments and there were none. On motion by Wetrich, second by Ahrenholtz, the Council closed the Public Hearing.

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

**RESOLUTION NO. 23-20**

On motion by Sloan, second by Zmolek, the Council approved Resolution No. 23-20, a resolution approving Detailed Plans and Specifications, Form of Contract, and Estimate of Cost for the Jefferson Municipal Airport Runway 14/32 Extension Project.

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

**RESOLUTION NO. 24-20**

On motion by Jackson, second by Wetrich, the Council approved Resolution No. 24-20, a resolution awarding contract for the Jefferson Municipal Airport Runway 14/32 Extension Project to Concrete Technologies, Inc. from Grimes, Iowa with a bid of \$1,476,733.30.

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

On motion by Ahrenholtz, second by Wetrich, the Council approved of a grant application for Jefferson Municipal Airport Runway 14/32 Extension Project.

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

On motion by Jackson, second by Sloan, the Council approved to prepare documents on a \$150,000.00 10yr forgivable loan with Sebolt Wrestling Academy.

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

**RESOLUTION NO. 25-20**

On motion by Wetrich, second by Ahrenholtz, the Council approved Resolution No. 25-20, a resolution approving Contract and Performance and Payment Bonds for the 100 East State Street Roof Structure and Roof Installation Project.

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

**RESOLUTION NO. 26-20**

On motion by Wetrich, second by Ahrenholtz, the Council approved Resolution No. 26-20, a resolution awarding Contract and Approving Contract and Bond for Shared Use Path Improvements Project to Caliber Concrete, LLC Adair, IA for \$946,493.97.

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

**RESOLUTION NO. 27-20**

On motion by Jackson, second by Zmolek, the Council approved Resolution No. 27-20, a resolution approving Amendment to 28E Agreement Between Greene County and the City of Jefferson for Sharing of Animal Shelter Operational Expenses from \$1,500.00 to \$6,000.00 per year effective July 1, 2020.

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

On motion by Wetrich, second by, Ahrenholtz, the Council approved \$70,000.00 per year towards the merger of Chamber and Main Street. The funding would come from \$30,000.00 Hotel/Motel funds currently provided to the Chamber and \$20,000.00 Hotel/Motel funds currently provided to Main Street. The final \$20,000.00 will come from sources within the general fund.

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

Cat Committee continued discussion on Trap/Neuter/Release program. No action was taken.

The Council discussed video recording council meetings and various options available. No action was taken.

The following bills were approved for payment with City funds:

A1 AUTOMOTIVE	PD OIL CHNG	424.79
ABC PEST CONTROL	PEST CONTR	335.00
ACCESS SYSTEMS INC	RN CPIER LSE	579.43
ACCESS SYSTEMS LEASING	PA CPIER LSE	561.04
ACCESS TILE	RUT 2X4 BRICK	4,015.00
ACCO UNLIMITED CORP	WA CHEM	2,142.00
ADVANCED WASTE SOLUTIONS	GCRSE PORT TOILET	95.00
AFLAC	AFLAC INS W/H	72.47
AFSCME/IOWA COUNCIL 61	UNION DUES	112.95
AG SOURCE LAB	WA TSTG	95.50
ALLIANT ENERGY	UTILITIES	28,317.52
ALLISON HAMILTON	RN SOCCER REF	85.00
AMANDA MILLER	RN SOCCER REF	70.00
BAILEY BARNEY	RN REF	24.08
BAKER & TAYLOR INC.	LB BOOKS	1,603.56
BARCO MUNICIPAL PRODUCTS	PK SIGNS	631.35
BOB ALLEN	RN SOCCER REF	40.00
BOLTON & MENK INC	AP RUNWAY EXT	97,284.50

Cigarette/Tobacco/Nicotine/Vapor Permit July 1, 2020-June 30, 2021

Casey's General Store #1617

Dollar General Store #8463

Fareway Stores, Inc. #888

Hy-Vee, Inc.

Hy-Vee, Inc. DBA Hy-Vee Fast and Fresh Express

Moes Mart #14

Oly's Corner Inc.

Sparky's One Stop #22

Wild Rose Jefferson LLC



# 37-349

## CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2020 - AMENDMENT #1

To the Auditor of GREENE County, Iowa:

The City Council of Jefferson in said County/Counties met on 5/26/2020, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any, thereupon, the following resolution was introduced.

RESOLUTION No. \_\_\_\_\_ <== ENTER RESOLUTION NUMBER

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2020  
(AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of Jefferson

Section 1. Following notice published 5/14/2020

and the public hearing held, 5/26/2020 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property 1	2,086,442	0	2,086,442
Less: Uncollected Property Taxes-Levy Year 2	0	0	0
<b>Net Current Property Taxes 3</b>	<b>2,086,442</b>	<b>0</b>	<b>2,086,442</b>
Delinquent Property Taxes 4	0	0	0
TIF Revenues 5	665,845	0	665,845
Other City Taxes 6	770,444	0	770,444
Licenses & Permits 7	16,975	0	16,975
Use of Money and Property 8	97,775	15,000	112,775
Intergovernmental 9	648,993	179,260	828,253
Charges for Services 10	3,428,295	24,696	3,452,991
Special Assessments 11	0	0	0
Miscellaneous 12	96,250	0	96,250
Other Financing Sources 13	0	0	0
Transfers In 14	1,690,555	239,798	1,930,353
<b>Total Revenues and Other Sources 15</b>	<b>9,501,574</b>	<b>458,754</b>	<b>9,960,328</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety 16	966,507	114,140	1,080,647
Public Works 17	735,096	0	735,096
Health and Social Services 18	3,000	1,300	4,300
Culture and Recreation 19	1,271,106	96,870	1,367,976
Community and Economic Development 20	995,978	83,567	1,079,545
General Government 21	346,024	15,610	361,634
Debt Service 22	376,665	0	376,665
Capital Projects 23	463,349	0	463,349
Total Government Activities Expenditures 24	5,157,725	311,487	5,469,212
Business Type / Enterprises 25	2,418,065	663,571	3,081,636
<b>Total Gov Activities &amp; Business Expenditures 26</b>	<b>7,575,790</b>	<b>975,058</b>	<b>8,550,848</b>
Transfers Out 27	1,690,555	239,798	1,930,353
<b>Total Expenditures/Transfers Out 28</b>	<b>9,266,345</b>	<b>1,214,856</b>	<b>10,481,201</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 29</b>	<b>235,229</b>	<b>-756,102</b>	<b>-520,873</b>
Beginning Fund Balance July 1 30	9,640,565	0	9,640,565
<b>Ending Fund Balance June 30 31</b>	<b>9,875,794</b>	<b>-756,102</b>	<b>9,119,692</b>

Passed this \_\_\_\_\_ day of \_\_\_\_\_  
(Day) (Month/Year)

\_\_\_\_\_  
Signature  
City Clerk/Finance Officer

\_\_\_\_\_  
Signature  
Mayor

## FY19-20 Budget Amendments

	Amendment	Fund	Department	Line	Description
<b>Revenues &amp; Other Financing Sources</b>					
Use of Money and Property	4,000	660	Airport	4-8035-1-4310	Rental
	7,000	660	Airport	4-8035-1-4770	Sale of Fuel
	4,000	660	Airport	4-8035-1-4711	Misc Revenue
Use of Money and Property Total	15,000				
Intergovernmental	170,560	391	AP Improv	4-8035-34440	FAA Grant Reimbursements
	8,700	001	Recreation	4-4040-14418	GCCF Grants, Wa Founntn, Pool Lighting
Intergovernmental Total	179,260				
Charges for Services	24,696	671	Recycling	4-8041-2-4590	Cities & County Contributions
Charges for Services Total	24,696				
Transfers In	124,971	001	Fire Dept	4-1050-1-14711	TFR fr CIP to Gen Fund-Fire Truck Purch
	89,511	001	Pool	4-4045-1-4711	TFR fr CIP to Gen Fund-Pool Liner
	25,316	001	Pool	4-4045-1-4711	TFR fr CIP to Gen Fund-Pool Cover
Transfers In Total	239,798				
<b>Expenditures &amp; Other Financing Uses</b>					
Public Safety	67,000	001	Fire Dept	5-1050-67241	Use FY18-19 Grow Grne Co Grnt
	10,540	001	Fire Dept	5-1050-61810	Clothing Allowance
	35,000	001	Police	5-1010-67100	Police Vehicles
	1,600	001	Disaster Serv.	5-1900-63510	Siren Batteries
Public Safety Total	114,140				
Health & Social Services	1,300	001	Pest Contrl	5-3050-65020	Pest Control
Heath & Social Services Total	1,300				
Culture & Recreation	3,500	001	Library	5-4010-63100	Building Repairs
	1,583	397	Cap Imp	5-7500-67110	Pool Security Camera
	574	397	Cap Imp	5-7500-67110	City Hall Security Camera



## FY19-20 Budget Amendments

		1,200	001	Golf Crse	5-4048-63100	Clubhouse Maint Bsd on Prev Yrs Exp
		4,600	001	Golf Crse	5-4048-63203	Horticulture - Inc 19 and 20 Product
		8,100	001	Golf Crse	5-4048-63320	Equip Maint. - Inc bills from last yr
		10,709	001	Golf Crse	5-4048-64020	Comm/Advertis. Ads over Winter
		13,000	001	Golf Crse	5-4048-65032	Pro Shop Itms Resale
		1,000	001	Golf Crse	5-4048-65040	Playing Equip Purchases
		2,904	001	Golf Crse	5-4048-67240	Equip Purchase - Aerating Equipment
		1,800	001	Golf Crse	5-4048-67240	Purch fr LOST - Wndows/Trm/Stairwall
		3,000	001	Cemetery	5-4050-63200	Bldg/Grounds Maintenance
		4,500	001	Parks	5-4030-63200	Building/Grounds Maintenance
		40,400	001	Pool	5-504563100	Roof Repl ,Shower Rmdl, Lighting
	Culture & Recreation Total	96,870				
	Community & Economic Development	3,320	001	Bldg	5-6901-62980	Leadership Iowa Classes
		67,347	410	CIP	5-750067243	Central Ave Trail Engineering
		12,900	410	CIP		N Sq Alley & Public Parking Lot Eng
	Comm & Econ Dev Total	83,567				
	General Government	4,075	001	Elections	5-6030-64990	Election Expenses
		5,000	001	City Hall	5-6050-60100	Salaries
		335	001	City Hall	5-6050-61100	FICA
		300	001	City Hall	5-6050-61300	IPERS
		1,400	001	City Hall	5-6050-61500	Group Insurance
		4,500	001	City Hall	5-6050-63100	Building & Grounds Maintenance
	General Government Total	15,610				
	Business Type/Enterprises	254,071	391	AP Improv	5-8035-67510	Runway Project Expenses
		22,800	600	Water	5-8010-63100	Building Maintenance
		130,000	600	Water	5-8010-63110	Plnt Maint. - Valve Rep/Divers Cln Tanks
		7,000	600	Water	5-8010-64070	Engineering
		5,800	600	Water	5-8010-64070	Operating & Office Supplies
		15,000	600	Water	5-8010-65280	Meters & Maintenance
		50,000	610	Wastewater	5-8015-63120	Sys Maint. - Prtble Gen./Wring Lift Statn



## FY19-20 Budget Amendments

	24,000	610	Wastewater	5-8015-64070	Engineering - EPA Violations/Permits
	29,000	610	Wastewater	5-8015-65040	Purchase of Equipment
	11,000	610	Wastewater	5-8015-65990	Miscellaneous
	4,900	670	Sanitation	5-8040-62100	Dues & Per Capita
	9,000	671	Recycling	5-804164300	Marketing Fees
	32,000	121	LOST	5-8010-63127	Wa Main Chesnut & Wilson Engineering
	19,000	660	Airport	5-8035-63100	Bldg Grnd Maint. - Reshingle & Oth Exp
	36,500	660	Airport	5-8035-63310	Fuel
	1,300	660	Airport	5-8035-63730	Telephone
	7,200	660	Airport	5-8035-64280	Contract - AP Manager
	5,000	660	Airport	5-8035-64280	Miscellaneous
Business Type/Enterprise Total	663,571				
Transfers Out	124,971	410	CIP	5-7500-67247	TFR fr CIP to Gen Fund-Fire Truck
	89,511.00	410	CIP	5-7500-67245	TFR fr CIP to Gen Fund-Pool Liner
	25,316.00	410	CIP	5-7500-67246	TFR fr CIP to Gen Fund-Pool Cover
Transfers Out Total	239,798				

As you know the City of Jefferson and Greene County Development Corporation (GCDC) have been working on housing, specifically multifamily units, for quite some time. The problem is a financing gap due to not having any units built recently as a comparable. Housing availability has always directly correlated to employment availability. The most recent success would be the Rowland Apartment project. These three 4plex units are a start to having a comparable but until multiple units are built over a several years there will still be a financing gap.

Recently we have been working with Adam Schweers to rehabilitate what is known locally as the White House Apartments. This apartment building at 215 South Wilson Street has sat vacant for several years due to dilapidation. Mr. Schweers has agreed to rehabilitate the building into 12 workforce rate apartments. Mr. Schweers is a developer out of Carroll, Iowa who has completed projects similar to this one: <http://www.courtstreetplaza.com/>. I have attached below conceptual designs and floor plans. The plan is to have 1 three-bedroom, 8 two-bedroom and 3 one-bedroom apartments. The estimated total project cost is \$933,000.00. To help keep the rents at an affordable rate, the City of Jefferson is providing 10-year tax abatement along with \$75,000 in façade repairs. GCDC has agreed to provide \$75,000 in special projects funding as well.

The crux of this project is being awarded Workforce Housing Tax Credits through Iowa Economic Development Authority. These tax credits are highly competitive and require an application. The Workforce Housing Tax Credit provides 20% of the project cost along with sales tax rebate for materials. This funding is reflected in the rent structure to keep rents at an affordable rate for a rural area.

Part of the application is community letters of support. As a major employer and/or leader in our community I am asking if you would be willing to write a letter of support for this project. This project will directly help with housing availability, help close the financing gap for multifamily housing and improve a dilapidated property so close to our downtown. If you are willing help this project with a letter of support, please include the following if it applies to you:

- The importance of affordable housing to you, your business, or employees
- The importance of fixing dilapidation by means other than demolition
- The role housing plays when hiring/retaining employees
- How this project could directly affect your efforts

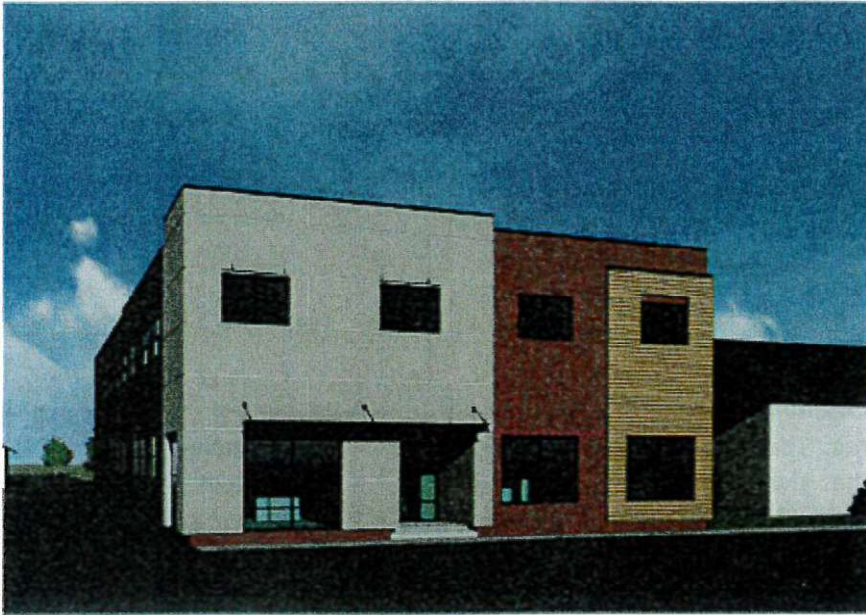
If you would like to add anything else you think I could be missing, please feel free to do so.

If you have any questions or concerns involving the project, please do not hesitate to ask.

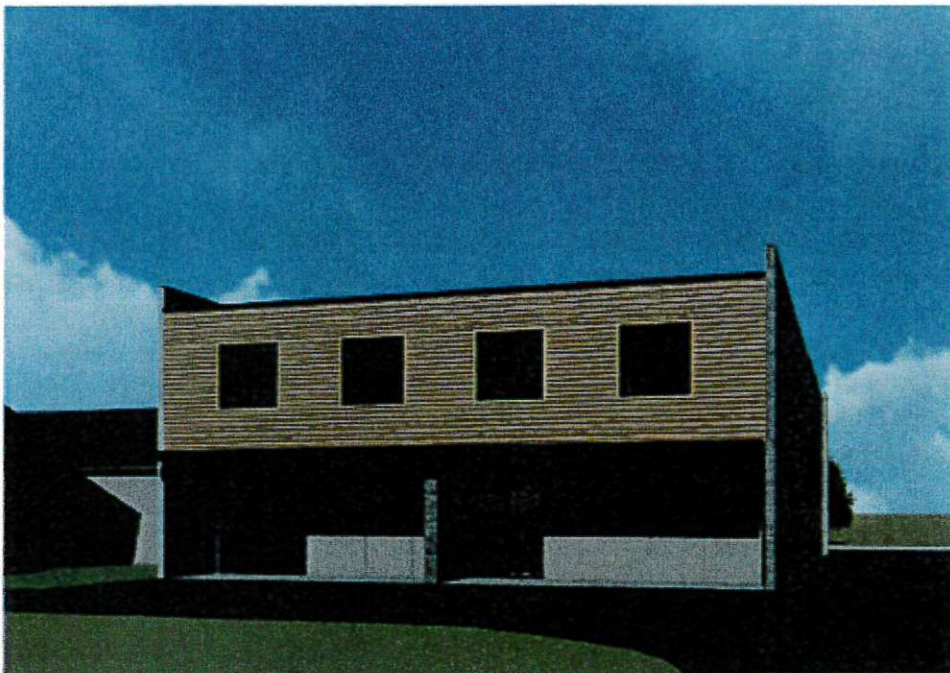
Respectfully,

Nick Sorensen



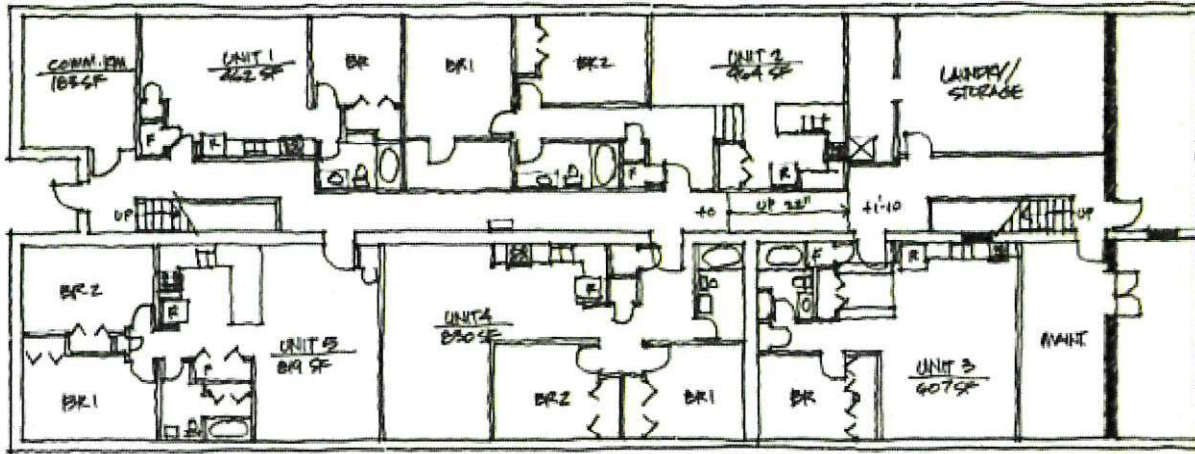


**NW VIEW**  
215 S WILSON - JEFFERSON  
04/27/20

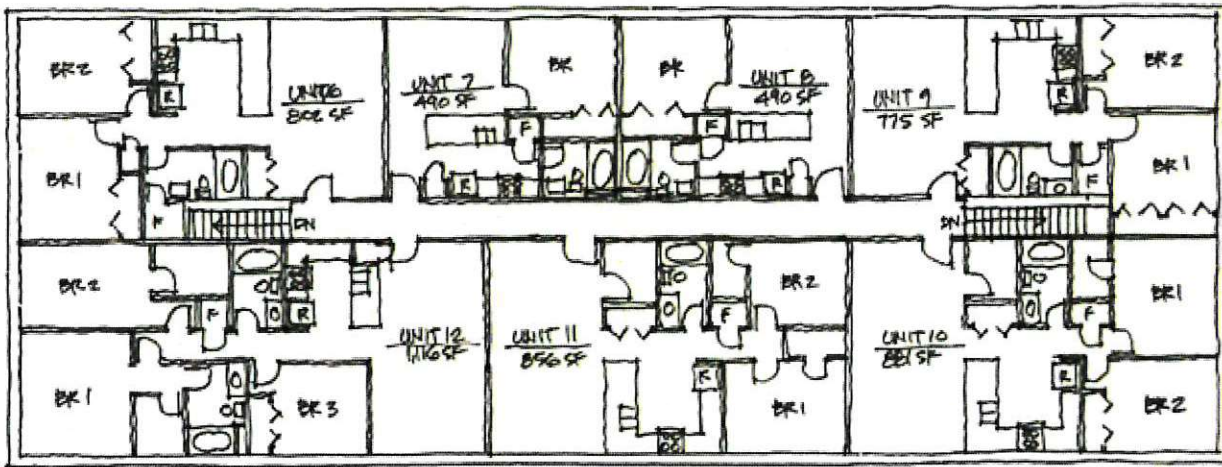


**NW VIEW**  
215 S WILSON - JEFFERSON  
04/27/20





FIRST FLOOR



SECOND FLOOR

Nick Sorensen  
 (p) 515-386-4660  
[bicjeff@netins.net](mailto:bicjeff@netins.net)  
 Building Official  
 City of Jefferson



## ECONOMIC DEVELOPMENT FORGIVABLE LOAN AGREEMENT

This Economic Development Forgivable Loan Agreement is dated \_\_\_\_\_, and is between the City of Jefferson, Iowa (the “City”), and Sebolt Wrestling Academy, LLC, an Iowa limited liability company (the “Developer”).

The City has adopted an Urban Renewal Plan (the “Urban Renewal Plan” or the “Plan”) for the Jefferson Urban Renewal Area (the “Urban Renewal Area”), which Plan includes providing incentives to persons to make repairs and improvements to buildings in the downtown area of Jefferson.

Developer has acquired property in the downtown area of Jefferson located at 202 S. Chestnut Street, legally described as follows:

Lots 233 and 234, in Block 32, in the Original Town (now City) of Jefferson, County, Iowa

(the “Development Property”); which property is located within the Urban Renewal Area.

Developer has just acquired ownership of the Development Property and plans to make renovations and improvements to the property in the approximate amount of \$195,000.00 to make it suitable as a site for an elite level wrestling academy (the “Project”).

Developer has requested the City to make it a \$150,000.00 economic development forgivable loan to cover part of its costs, which City is willing to do in accordance with the terms of this agreement.

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

The parties therefore agree as follows:

1. **Loan Terms.** (a) The Loan. Subject to and on the terms set forth in this agreement City agrees to lend to Developer and Developer agrees to borrow from City the sum of \$150,000.00 (the “Loan”). The proceeds of the Loan shall be used only for the purpose of making renovations and improvements to the Development Property to make it suitable as a site for a wrestling academy.

(b) Advance of Loan. City shall advance the proceeds of the Loan following closing to the Developer upon submission of a request for reimbursement, which shall be supported with appropriate documentation that the Project costs have been incurred and any other evidence or documentation that City considers necessary. If the Developer fails to satisfy all conditions, requirements and terms prerequisite to the advance of the proceeds of the Loan from City to the Developer by the second anniversary of the initial advance of funds under this agreement, or such later date as City in its discretion may approve in writing, the Loan commitment shall be considered rescinded.

(c) No Interest. The Loan will not bear interest.

(d) Operate Wrestling Academy. Developer shall own, operate, and keep in operation a wrestling academy on the Development Property during all normal business hours.

(e) **[Jobs?]**

(f) Developer agrees that it will not sell, assign, or transfer all or any part of the Development Property without City's prior written consent.

(g) Waiver of Tax Abatement. In consideration of the economic benefits provided by City under this agreement, Developer waives any right it may have to receive any exemption from taxation for the value of improvements to be added to the Development Property, and it agrees not to file any application or claim for such benefits.

(h) Own Legal Counsel and Tax Advisors. Developer acknowledges that it has had the opportunity to consult with its own legal counsel and tax advisors as to the legal and tax effects of this agreement and is not relying on any representation or statement made by City.

5. **Negative Covenant.** The Developer shall not enter into any agreements which would permit third parties to fund, develop, manage, own, lease or operate the Project in a manner that would violate this agreement if the Developer were to undertake such activity in its own name.

6. **Representations and Warranties.** In order to induce City to enter into this agreement and to make the loan provided for Developer makes the following representations and warranties which shall survive the execution and delivery of this agreement and the other documents required hereunder:

(a) **Company Status.** The Developer has been duly formed and is validly existing as a limited liability company in good standing under the laws of the State of Iowa, with perpetual existence, and with the power and authority to perform its obligations under this agreement.

(b) **Power and Authority.** Developer has the power and authority to own its properties and to transact the business in which it is engaged. Developer also has the power and authority to borrow and to execute, deliver and carry out the terms and provisions of this agreement and the Note and all instruments and documents delivered by it pursuant to this agreement. This agreement and the Note and all instruments and documents delivered by Developer pursuant to this agreement have been duly authorized, executed and delivered by the Developer and such documents constitute the legal and binding agreements of the Developer, enforceable against the Developer in accordance with their respective terms, subject to (i) applicable bankruptcy, reorganization, insolvency, moratorium and other laws of general application relating to or affecting creditors' rights generally and (ii) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

(c) **No Conflict.** The execution or the delivery by the Developer of this agreement, the Note, and the other loan documents, and the consummation of the transactions contemplated herein or therein, and the fulfillment by the Developer of the terms hereof or

10 days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Developer by City;

(ii) A default in the due, prompt and complete observance and performance of any obligation, covenant or agreement contained in this agreement, in the Note, or in any other instrument or document delivered to City in connection with or pursuant to this agreement (other than a covenant or agreement a default in whose performance or whose breach is specifically dealt with elsewhere in this section 7), and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Developer by City;

(iii) If any representation or warranty or any other statement of fact herein or in any writing, certificate, report or statement at any time furnished to City pursuant to or in connection with this agreement, or otherwise, shall be false or misleading in any material respect;

(iv) If 50% or more of the equity interest of Developer is transferred by sale, gift or in any other manner without the written consent of City;

(v) An event of default, however defined, shall occur under any other loan agreement, promissory note, security agreement, mortgage or other instrument or document that Developer may execute to acquire funding for the Project;

(vi) The appointment pursuant to an order of a court of competent jurisdiction of a trustee, receiver or liquidator of Developer or of its property or any part thereof;

(vii) The filing by Developer of a petition in bankruptcy or a petition for an arrangement or a reorganization pursuant to the Federal Bankruptcy Code or any other similar law, federal or state; or

(viii) The filing by any of the creditors of Developer of a petition in bankruptcy against Developer or a petition for reorganization of Developer pursuant to the Federal Bankruptcy Code or any similar law, federal or state, and the same is not discharged within ninety (90) days after the date of filing thereof. Default in the performance, or breach, of any covenant or agreement of the Developers under the \$45,000.00 Mortgage or \$105,000.00 Mortgage given pursuant to this Agreement.

(b) Remedies - Acceleration. Upon the occurrence of any Event of Default, City shall have no further obligations under this agreement and may, at its option, declare all or any portion of the indebtedness arising under this agreement, including indebtedness evidenced by the Note, to be immediately due and payable and may proceed to enforce its rights under this agreement and the Note.

(c) Remedies - Enforcement. Upon the occurrence of any Event of Default, City may proceed to exercise all rights and avail itself of all remedies it may have under any or all of the instruments or documents given pursuant to this agreement.

Sebolt Wrestling Academy, LLC  
Attn: Tyler Jack Sebolt  
202 S. Chestnut St.  
Jefferson, IA 50129

(d) Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Loan Agreement shall not affect the remaining portions hereof.

(e) Iowa Law. This agreement, the Note, and any other instrument or document delivered pursuant to this agreement shall be construed in accordance with and governed by the laws of the State of Iowa.

(f) Headings. Headings in this agreement are for convenience and reference only. They are not part of this agreement and shall not be used to explain, or restrict, enlarge, or otherwise modify any provision hereof.

(g) Gender and Number. Whenever the context of any provision shall require, the singular number shall be held to include the plural number, and vice versa, and words of any gender shall be held to include any other gender.

(h) Binding Effect. The covenants and agreements herein contained shall be binding upon and inure to the benefit of City and Developer, and their successors and assigns.

(i) Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Loan Agreement.

City and Developer are signing this agreement as of the date shown at the beginning of this agreement.

SEBOLT WRESTLING ACADEMY, LLC

By: \_\_\_\_\_

Its Sole Member

CITY OF JEFFERSON

By: \_\_\_\_\_

Matt Gordon, Mayor

Attest:

\_\_\_\_\_  
Roxanne Gorsuch, City Clerk



PROMISSORY NOTE

\$150,000.00

Jefferson, Iowa  
\_\_\_\_\_, 2019

For value received, the undersigned, Sebolt Wrestling Academy, LLC, an Iowa limited liability company, (the “**Borrower**”), promises to pay to the order of the City of Jefferson (the “**City**”), the principal sum of \$150,000.00, with no interest, on \_\_\_\_\_, 20\_\_.

Pursuant to that certain Economic Development Forgivable Loan Agreement between the City and Borrower dated \_\_\_\_\_, 2020 (the “**Agreement**”), the City has made a forgivable loan to the Borrower in the principal amount of \$150,000.00 (the “**150,000.00 Forgivable Loan**”), the proceeds of which are to be used for the renovation and improvement of a building located at 202 South Chestnut Street in Jefferson, Iowa, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

This \$150,000.00 Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

Payment of unforgiven principal, whether due at maturity or earlier upon acceleration, shall be made to the City at the following address: City of Jefferson, Attn: City Clerk, 220 North Chestnut Street, Jefferson, IA 50129.

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

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

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

This Note is secured by a real estate mortgage covering property located at 202 South Chestnut Street in Jefferson, Iowa.

SEBOLT WRESTLING ACADEMY, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Its Sole Member



**Vision:** *Downtown Jefferson is a colorful, modernized historic district brimming with art, shopping, dining and activities that people can't wait to get to and can't stop talking about. It's a great space that's part of a great place.*

**Mission:** *The mission of Jefferson Matters: Main Street is to work together as a community to strengthen, support and energize Jefferson's downtown through historic preservation.*

### **2020 Priorities:**

1. Create upper story housing visibility
2. Recruit traffic-generating businesses to downtown
3. Involve youth and school in Main Street program
4. Attract people to the Main Street District
5. Explore community development partnerships

### **Design Team:**

*Purpose: To encourage improvement of the Main Street district's physical appearance.*

- Building facade mini-grant program for facades – Art on the Fly received \$500 mini-grant and design received from Main Street Iowa. Approved for Companion Vet Clinic.
- Storefront signage mini-grant program – Historical Museum approved for \$500
- Pillar planters & hanging baskets – volunteers planted on May 13 & 14 – appreciated City Crew for filling baskets with soil, hanging & watering them. A meal taken to them by Design Team.
- Exploring art deco for center of pillar planters – working with Olson Ironworks
- Trash receptacles for next blocks of downtown – Olson not able to do
- Empty Window Displays – Homestead, The Apothecary (DrugTown) & COVID signage for businesses.
- Committee working on Christmas decoration Phase 2 proposal to City

### **Economic Vitality Team:**

*Purpose: To strengthen and broaden the economic base of the Main Street district.*

- Support City's Phase 2 for continued façade improvements – several buildings involved
- Java & Juice in Jefferson cancelled but thinking about virtual J & J
- Zoom workshop on May 21 on Business Guidance for Opening in Greene County with Becky Wolf & Thomas Laehn.
- Open 4 Business competition available to Main Street business –no entry this year.
- Business Incentives brochure for location in Main Street updated & distributed to new businesses
- Building & Business Inventory updates through Business Visits in early summer – Google Forms survey prior to visits.
- Existing Business Growth Mini-Grants application almost ready to announce.

### **Promotion Team:**

*Purpose: To market the Main Street district by establishing a unified image and encouraging an exciting variety of activities for the community.*

- Jeff from Jefferson videos through ICAN & Carroll Broadcasting (hotel/motel) to promote businesses and events
- Caught Shopping Local campaign throughout the year with “Jeff Bucks” during Facebook Live events
- 16 Flat Jeffs are in store windows as a fun hunt for pedestrians.
- Chews Jefferson to listen to Tower Tunes Live Concerts on Wed. & take out from restaurants
- Grow Greene funded gift card/certificates for 29 businesses collaboration with Chamber & GCDC at \$300 each. Give away through KG 98.9
- Frequent Facebook posts & boosts for Shop Local
- Monthly promotional displays in Masonic Lodge window – promoting activities & now Class of 2020.
- New historical plaque for Victor Hugo Lovejoy has been installed with hotel/motel funding – thanks!
- Update Jefferson IA app with all Jefferson businesses

### **Organization Team:**

*Purpose: To establish a strong Main Street organization that utilizes a growing number of participants in the implementation and funding of the program.*

- Conducted annual Investment Drive - Currently \$66,860 including City with \$20,000 – thank you!
- Main Street volunteer appreciation
- Reunion Rendezvous will coincide with Bell Tower Festival date.
- Family Feud~Iowa Edition fundraising event on hold for now.
- Greene Leadership through ISU Extension was postponed – sent 2 board members
- GCHS graduation cards in May are getting signatures.
- Communication -monthly newsletter, website updates, radio interviews

### **Tower View Team:**

*Purpose: To promote and provide artwork in surprising places in Jefferson’s Main Street district.*

- Continue working each Monday on Arch Alley with artist David Williamson; hope to install this fall.
- Party in Sally’s Alley cancelled for now.
- No rooftop art this year.
- Continue Sally’s Alley upkeep by volunteers, add new photo op almost ready – changed Read Me Pleez to Mask Me Pleez with masks for anyone to take or donate.
- 3 Ring Out for Art sculptures with Home State Bank & Greene County Supervisors partnership – were installed in May.
- 4 new Mini-Bell Towers ready by mid-May- 1 was school so may be later.
- Art on the Square vendor applications out possibly when Bell Tower Festival is held or fall.
- Roger Aegerter will paint Lincoln Highway Sidewalk art from Locust to Chestnut.

### **Board of Directors:**

- Working on City’s application for Jefferson as Iowa Great Place – Region XII assisting – due June 15.
- Main Street Iowa Partnership Visits were cancelled – orientation may take place virtually.
- Named a Great American Main Street Award semi-finalist – one of 8 with three named finalists at National Main Street NOW Conference in Dallas in May, 2020 – cancelled.
- Main Street Iowa Awards- City of Jefferson nominated as Partner of the Year, Jeff from Jefferson as Fantastic Fundraiser, The Jefferson Forge as Signature Award. This event took place via Facebook.
- Attained National Accreditation for Main Street America 2020.
- Peg attended Main Street Iowa training March 10-11 in Cedar Falls.

# **AGENDA**

## ***WATER/SEWER, STREET/SANITATION COMMITTEES TUESDAY, MAY 19, 2020, 12:00 NOON JEFFERSON CITY HALL***

Present: Mike Palmer, Dave Morlan, Paul Hostetler, Nick Sorensen,  
Council Representatives, Dave Sloan and Harry Ahrenholtz

### **I. SEWER**

### **II. WATER**

#### **A. Monthly usage report.**

Dave Morlan distributed report.

#### **B. Disconnect notices**

Start in July to begin sending out letters for disconnects.

### **III. STREETS**

#### **A. Street light request at Lincoln Way and Locust St**

Dave Morlan overviewed layout and lighting. Put on next month agenda.

#### **B. Driveway curb cut width**

Nick provided SUDAS amendment. Maximum 36 feet with 3 feet flairs. Discussed existing driveway in Lincoln Ridge.

#### **C. Request for a curb change at Walnut and Central Ave**

Chad Olson discussed moving intersection line. Leave the curb out and leave out. Find out where property pin is. Pull plans out possible move stop sign.

### **IV. SANITATION/RECYCLE**

#### **A. Waste collection report**

222 tons collected.



B. Recycling Report.

32.872 Tons collected. Matt Wetrich has a recycling video to put on website.

C. Discussion of recycling and sanitation rates.

Look at recycle and sanitation rates. Look at July 1<sup>st</sup> for change.

D. Discussion of fees for commercial cardboard collection.

Dave Morlan presented how much revenue does it generate in a month consistence with Perry.

E. Discussion of City Wide Clean Up

Dave discussed providing dumpster changes