

# AGENDA

## COUNCIL MEETING

Tuesday, November 24, 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. 11/10/20 regular Council meeting minutes.
- B. Moes Mart #14, Class E Liquor License
- C. Hy-Vee Market Café, Special Class C Liquor License

### IV. NEW BUSINESS:

- A. Public Hearing on plans, specifications, and form of contract for Greene County Animal Shelter.
- B. Consider resolution approving plans, specification, form of contract, and estimate of cost for Greene County Animal Shelter project.
- C. Consider resolution awarding contract for Greene County Animal Shelter project.
- D. Consider second reading of ordinance providing for commercial cardboard collection fees.
- E. Consider approval of change order #2 for 100 East State Street of \$7,015.
- F. Consider approval of pay estimate #5 for 100 East State Street of \$45,254.20.
- G. Consider approval to submit wastewater facility plan and Intended Use Plan (IUP) application to DNR
- H. Consider approval of proposal with KG Roofing for replacement of City Hall roof due to storm damage.
- I. Consider resolution approving agreement for acquisition of property at 703 N. Wilson Ave.
- J. Consider resolution accepting completed construction and approving final payment for Arch Alley Improvement project.
- K. Consider resolution accepting completed construction and approving final payment for Chestnut & Adams St. Water Main project.
- L. Consider resolution authorizing loan to tax increment revenue fund.
- M. Main Street/Chamber Quarterly report

### V. REPORTS: Greene County Animal Shelter.

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

### VI. ADJOURN.

## AGENDA SUMMARY

DATE 11/24/20

### NEW BUSINESS

#### NEW BUSINESS:

- A. **Public Hearing on plans, specifications, and form of contract for Greene County Animal Shelter.**
- B. **Consider resolution approving plans, specification, form of contract, and estimate of cost for Greene County Animal Shelter project.**
- C. **Consider resolution awarding contract for Greene County Animal Shelter project.** 5 bids were received with the low bid of \$1,007,000.
- D. **Consider second reading of ordinance providing for commercial cardboard collection fees.** Attached is a copy of the proposed ordinance along with a letter that was sent out to commercial businesses.
- E. **Consider approval of change order #2 for 100 East State Street of \$7,015.** Attached
- F. **Consider approval of pay estimate #5 for 100 East State Street of \$45,254.20.** Attached.
- G. **Consider approval to submit wastewater facility plan and Intended Use Plan (IUP) application to DNR.** As part of Iowa's Nutrient Reduction Strategy and the increased discharge limits for nitrogen and phosphorus, the wastewater treatment facility must make improvements to meet these requirements. A facility report must be submitted to the IDNR for their approval of the proposed improvements and the application to be included on the Intended Use Plan (IUP) is necessary to be eligible for funding from the State Revolving Funds (SRF).
- H. **Consider approval of proposal with KG Roofing for replacement of City Hall roof due to storm damage.** The proposal is \$26,900 (attached). Insurance will cover the entire cost.
- I. **Consider resolution approving agreement for acquisition of property at 703 N. Wilson Ave.** Attached is an agreement that would provide for the acquisition of the property for no exchange of money. The intention is to remove the house and garage using Neighborhood Stabilization Funds.
- J. **Consider resolution accepting completed construction and approving final payment for Arch Alley Improvement project.** Attached
- K. **Consider resolution accepting completed construction and approving final payment for Chestnut & Adams St. Water Main project.** Attached
- L. **Consider resolution authorizing loan to tax increment revenue fund.** Each year by December 1 the City certifies to the County Auditor the amount of tax increment revenue it estimates will be needed the following fiscal year to make payments on loans and projects financed by TIF revenue, including tax rebate payments, bond payments, and other projects including downtown building improvement projects. The amount certified must be what is needed to service debt, and this resolution authorizes a loan from the general fund to the tax increment fund in the amount of \$1.7 million which creates debt that can be certified for TIF revenue. This will likely be a temporary internal loan to be replaced by an outside borrowing the City will consider after the first of the year.
- N. **Main Street/Chamber Quarterly report.** Report attached.

COUNCIL MEETING

November 10, 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 Sloan, second by Wetrich, the Council approved the following consent agenda: October 27, 2020 Council Minutes, approval of pay request #2 for \$10,756.85 to Concrete Technologies Inc. for Runway 14/32 Extension and Payment of monthly bills from City funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

Ken Paxton, GCDC Director updated the Council on Greene County Development Corp activity. On motion by Wetrich, second by Jackson, the Council approved the quarterly payment of \$12,500.00 to GCDC.

AYE: Jackson, Sloan, Wetrich, Zmolek, Ahrenholtz

NAY: None

On motion by Sloan, second by Jackson, the Council approved Phase II Façade Rehabilitation grant of \$8,667.28 for improvements to Companion Vet Clinic at 210 S. Wilson Avenue.

AYE: Wetrich, Ahrenholtz, Zmolek, Jackson, Sloan

NAY: None

On motion by Wetrich, and second by Ahrenholtz, the Council approved of hiring Jamie Brenner for Patrol Officer at a salary of 43,618/yr. effective November 13, 2020.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

On motion by Wetrich, second by Zmolek, the Council approved the first reading of an ordinance providing for commercial cardboard collection fees.

AYE: Ahrenholtz, Sloan, Jackson, Wetrich, Zmolek

NAY: None

**RESOLUTION NO. 59-20**

On motion by Ahrenholtz, second by Sloan, the Council approved Resolution No. 59-20, a resolution amending request for Reimbursement of Eligible Costs related to the COVID-19 Public Health Emergency from the Iowa Covid-19 Government Relief Fund.

AYE: Sloan, Jackson, Zmolek, Wetrich, Ahrenholtz

NAY: None

**RESOLUTION NO. 60-20**

On motion by Jackson, second by Zmolek, the Council approved Resolution No. 60-20, a resolution approving COG Administrative Contract for CDBG Upper Story Conversion Grant.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

On motion by Jackson, second by Wetrich, the Council approved Change Order #1 in the amount of \$-3,265.20 for reconciliation of contract quantities and amounts to final constructed levels for Arch Alley Improvements.

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

On motion by Wetrich, second by Zmolek, the Council approved final pay estimate #2 to Caliber Concrete LLC in the amount of \$24,884.24 for Arch Alley Improvements.

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

On motion by Sloan, second by Jackson, the Council approved Certificate of Substantial Completion for Arch Alley Improvements.

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

On motion by Ahrenholtz, second by Zmolek, the Council approved Change Order #1 for Jefferson Shared Use Path Improvements of \$1,350.90.

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

On motion by Zmolek, second by Sloan, the Council approved pay estimate #4 to Caliber Concrete LLC in the amount of \$86,759.64 for Jefferson Shared Use Path Improvements.

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

On motion by Wetrich, second by Sloan, the Council approve Change Order #1 in the amount of \$13,420.02 for reconciliation of contract quantities and amounts to final as constructed levels for Chestnut & Adams Street Watermain Improvements.

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

On motion by Jackson, second by Zmolek, the Council approved final pay estimate #4 to Keller Excavating, Inc. in the amount of \$7,600.00 for Chestnut & Adams Street Watermain Improvements.

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

On motion by Zmolek, second by Wetrich , the Council approved Certificate of Substantial Completion for Chestnut & Adams Street Watermain Improvements.

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

#### **RESOLUTION NO. 61-20**

On motion by Sloan, second by Ahrenholtz, the Council approved Resolution No. 61-20, a resolution approving obligating funds from Mark Bauer Subfund of the City of Jefferson Urban Renewal Tax Fund for appropriation to the payment of annual appropriation tax increment obligations scheduled to be in the next succeeding fiscal year, not to exceed \$27,000.00.

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

**RESOLUION NO. 62-20**

On motion by Zmolek, second by Jackson, the Council approved Resolution No. 62-20, a resolution approving obligating funds from the Tri-County Cash Lumber Mart Subfund of the City of Jefferson Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment obligations scheduled to be paid in the next succeeding fiscal year, not to exceed \$3,000.00.

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

**RESOLUTION NO. 63-20**

On motion by Wetrich, second by Zmolek, the Council approved Resolution No. 63-20, a resolution approving obligating funds from the Jefferson Hotel Group Subfund of the City of Jefferson Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment obligations scheduled to be paid in the next succeeding fiscal year, not to exceed \$101,200.00.

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

**RESOLUTION NO. 64-20**

On motion by Ahrenholtz, second by Zmolek, the Council approved Resolution No. 64-20, a resolution approving obligating funds from the Goodyear Tire Subfund of the City of Jefferson Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment obligations scheduled to be pain in the next succeeding fiscal year, not to exceed \$19,000.00.

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

**RESOLUTION NO. 65 -20**

On motion by Zmolek, second by Sloan, the Council approved Resolution No. 65-20, a resolution approving obligating funds from the Clinic Subfund of the City of Jefferson Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment obligations scheduled to be paid in the next succeeding fiscal year, not to exceed \$14,600.00.

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

The following bills were approved for payment from City Funds:

A1 AUTOMOTIVE	PD VEH MAINT	41.10
ABC PEST CONTROL	PEST CONTRL	290.00
ACCESS SYSTEMS INC	RN CPIER LSE	579.43
ACCESS SYSTEMS LEASING	LB CPIER LSE	592.38
ACCO UNLIMITED CORP	WA CHEM	2,540.25
ACUSHNET COMPANY	GCRSE MERCH	676.71
AFLAC	AFLAC INS W/H	72.47
AFSCME/IOWA COUNCIL 61	UNION DUES	112.95
AG SOURCE LAB	WA TSTG	83.50
ALLIANT ENERGY	UTILITIES	24,922.53
BAKER & TAYLOR INC.	LB MOVIES	2,758.50
BOLTON & MENK INC	SW ENG	19,534.00
BOMGAARS	SUPP	1,175.26
BROWN SUPPLY CO.	SW PARTS	69.00
CALIBER CONCRETE LLC	GRWD/CENTRL EST#3	14,084.93
CARROLL CO. SOLID WASTE	RC MRKT FEES	1,776.60
CENTRAL IOWA TOWING	PD TOWING	150.00
CINTAS CORP	FIRST AID	400.95

3. Commercial Cardboard Collection. The fees for collection of cardboard from commercial premises shall be:

A. A monthly charge shall be made for the collection of cardboard from commercial premises where dumpsters are used, which shall be calculated by multiplying the number of pickups per month (which shall be determined by multiplying the normal number of pickups per week times four) times the following amounts, based on the size of dumpster picked up:

Size	Amount
1 yard .....	\$ 4.80
1½ yards.....	\$ 5.60
2 yards.....	\$ 6.40
2½ yards.....	\$ 7.20
3 yards.....	\$ 7.95

B. A monthly charge shall be made for the collection of cardboard from commercial premises where dumpsters are not used which charge shall be calculated in the same manner as for customers where dumpsters are used based on the estimated size dumpster made by City staff that would be needed for the cardboard picked up.

C. Commercial customers who do not require weekly or more frequent collection of cardboard may request the City to collect their cardboard on an as needed basis in which case they will be charged a minimum fee of \$20.00 per collection for up to 2 cubic yards.



# City of Jefferson

220 N Chestnut St., Jefferson, IA 50129-1900 515-386-3111

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11/2/20

Re: Cardboard collection fees

When the City of Jefferson began the recycling program In the 1990's, the City was able to provide dumpsters and collect cardboard from commercial businesses without charging any fees. At the time, the City could sell the cardboard for a small profit which was enough to cover the costs to collect it. In the last 5 years the market for cardboard has completely disappeared where It now costs the City \$65.00 a ton for a recycling center to take the cardboard. The City utilized reserves to pay for the shortfall in the hopes the cardboard market may improve. However, the recycling market shows no signs of improvement.

As a means of covering costs, it is necessary for the City of Jefferson to begin charging for the collection of cardboard at commercial businesses. The charges will be determined by the size of the dumpster and how many times it is emptied each month. Commercial businesses that do not have a dumpster will be charged on the estimated size of a dumpster that would be needed. Finally, commercial businesses that do not require frequent collection may request the City to collect the cardboard on an as needed basis of \$20 per collection for up to 2 cubic yards. The proposed ordinance language addressing commercial cardboard collection has been placed on the back of this letter

Separating the cardboard will be about 30% cheaper than having it removed as solid waste.

The City Council will be voting on an ordinance in November and December of 2020 with any fee increases scheduled to go into effect on in the February 2021 bills. Please feel free to contact City Hall at 386-3111 with any questions and comments.



# AIA®

# Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 100 East State Street - Roof Structure and Roof Installation Project  
 The Project is located at existing 2-story building located at 100 East State Street; Jefferson, Iowa.

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
 Date: 28 April 2020

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 002  
 Date:

**OWNER:** *(Name and address)*  
 The City of Jefferson, Iowa  
 220 N. Chestnut Street  
 Jefferson, IA 50129

**ARCHITECT:** *(Name and address)*  
 The Franks Design Group, P. C.  
 410 First Street  
 Glcnwood, Iowa 51534

**CONTRACTOR:** *(Name and address)*  
 Westbrooke Construction Company  
 7207 Douglas Avenue  
 Urbandale, IA 50322

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Add cap flashing on parapet as directed by the City Special Projects Manager.

Add \$5,500.00

Furnish and install new roof hatch as directed by the City Special Projects Manager.

Add \$1,515.00

Total of changes \$7,015.00

The original Contract Sum was	\$ 217,370.00
The net change by previously authorized Change Orders	\$ 7,430.00
The Contract Sum prior to this Change Order was	\$ 224,800.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,015.00
The new Contract Sum including this Change Order will be	\$ 231,815.00

The Contract Time will be increased by 30 (0) days.  
 The new date of Substantial Completion will be 25 October 2020

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

The Franks Design Group, P. C.  
**ARCHITECT** *(Firm name)*

Westbrooke Construction Company  
**CONTRACTOR** *(Firm name)*

The City of Jefferson, Iowa  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

Peter G. Franks, AIA, NCARB, President  
**PRINTED NAME AND TITLE**

Kevin Conway, President  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: City of Jefferson  
220 N. Chestnut St.  
Jefferson, IA 50129

PROJECT: 100 E. State St.

APPLICATION NO: 5

Distribution to:

OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT:  
Westbrooke Construction Company Franks Design Group  
7207 Douglas Ave. 410 First St.  
Urbandale, IA 50322 Glenwood, IA 51534

CONTRACT FOR:

CONTRACT DATE: 4/28/2020

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 217,370.00  
2. Net change by Change Orders \$ 7,430.00  
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 224,800.00  
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 224,800.00

CONTRACTOR: Westbrooke Construction Company  
By: *Kim Conway* Date: 11-5-20  
State of: IOWA County of: POLK  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public: IAN THOMAS CONWAY  
My Commission expires: Commission Number 805770  
August 8, 2023

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 45,254.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: *[Signature]* Date: 11/18/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

5. RETAINAGE: a. 5 % of Completed Work \$ 11,668.50  
(Column D + E on G703)  
b. 5 % of Stored Material \$ 0.00  
(Column F on G703)  
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 11,668.50

6. TOTAL EARNED LESS RETAINAGE: (Line 4 Less Line 5 Total) \$ 213,131.50

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 167,934.30

8. CURRENT PAYMENT DUE: \$ 45,254.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE: (Line 3 less Line 6) \$ 11,668.50

CHANGE: ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$16,000.00	\$8,570.00
Total approved this Month		
TOTALS		
NET CHANGES by Change Order	\$7,430.00	

ROOFING INSTALLATION PROPOSAL

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B. CLEANING UP

Tools, equipment, surplus materials, scraps, and debris resulting from the roof installation shall be organized and cleaned up, or removed and disposed of by KG Roofing, LLC, on a daily basis.

PART 5 – PAYMENT

A. An advance payment in the amount of 50% will be provided to the KG Roofing, LLC at least three weeks prior to the commencement of the work. The remaining balance of 50% will be paid upon completion of the work.

B. Please circle and initial next to chosen option:

1. **Total cost to complete a partial tear off and install a 60 mil EPDM roofing system with 1" ISO and a 20-Year Firestone Red-Shield Warranty is \$24,900.00 Dollars.**
2. **Total cost to complete a partial tear off and install a 60 mil TPO roofing system with 1" ISO and a 20-Year Firestone Red-Shield Warranty is \$24,900.00 Dollars.**
3. **Total cost to include a layer of mechanically attached .25" DensDeck to the roof system chosen is \$2,600.00 Dollars.**

PART 6 – INSURANCE

KG Roofing, LLC will carry General Liability Insurance with a \$2,000,000 general aggregate and Workers' Compensation Insurance and will provide Certificates of Insurance to Client, with Client named as Certificate Holder, prior to the execution of any work, upon request.

PART 7 – WARRANTY

KG Roofing, LLC will set up inspection with the FIRESTONE Technical Representative and provide the **20-Year Red-Shield Labor and Material Warranty from Firestone.**

Authorized Signature (KG Roofing, LLC)

\_\_\_\_\_ Date: \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

PART 8 - ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

## ROOFING INSTALLATION PROPOSAL

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- C. KG Roofing, LLC shall guarantee all material to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from these specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control.

### PART 3 – MATERIALS

#### A. INSULATION

- 1. Mechanically attached 1" ISO insulation over the existing roofing system.
- 2. Optional: Mechanically attach 0.25" DensDeck cover board over insulation.

#### B. EPDM

- 1. EPDM shall be 60 mil and free of defects.
- 2. All EPDM shall be from the same source: Firestone.
- 3. EPDM shall be laid with a minimum 4" lap and fully adhered with Firestone Bonding Adhesive.
- 4. All seams and penetrations shall be sealed to meet Firestone's specifications.
- 5. Perimeter shall be terminated per Firestone's specifications with new cap metal in the color Dark Bronze.

#### C. Alternate Membrane Option: TPO

- 1. TPO shall be 60 mil and free of defects.
- 2. All TPO shall be from the same source: Firestone.
- 3. TPO shall be laid with a minimum 4" lap and fully adhered with Firestone Bonding Adhesive.
- 4. All seams and penetrations shall be heat welded to meet Firestone's specifications.
- 5. Perimeter shall be terminated per Firestone's specifications with new cap metal in the color Dark Bronze.

### PART 4 – EXECUTION

#### A. INSPECTION

KG Roofing, LLC shall inspect all surfaces prepared for roofing. Surface shall be sound and free of all defects that may cause damage to roofing system.

## REAL ESTATE PURCHASE AND SALE AGREEMENT

This real estate purchase and sale agreement is dated \_\_\_\_\_, and is between James E. Peninger and Mary A. Peninger, as trustees of the Samantha Blackmon Irrevocable Family Trust, of 1513 T Ave., Grand Junction, IA 50107 (the “**Sellers**”), and the City of Jefferson, of 220 N. Chestnut St., Jefferson, IA 50129 (the “**Buyer**”).

The parties agree as follows:

1. **Purchase and Sale, the Property.** Sellers agree to sell to Buyer and Buyer agrees to purchase from Sellers the following described real estate:

Lots 6 and 7, in Block 2, in Blair’s Addition to the City of Jefferson, Greene County, Iowa;

which has a local street address of 703 N. Wilson Avenue, together with all easements and servient estates appurtenant thereto and all improvements situated thereon, subject to easements for public utilities and streets, subject to zoning restrictions, and subject to such other easements, covenants, restrictions, and reservations as Buyer may approve, all of which is referred to as the “**Property.**”

2. **Purchase Price.** The structures located on the Property are in a dilapidated and decayed condition such that they need to be demolished and removed, and Buyer has agreed to accept the Property and improvements in that condition without requiring Seller to demolish and remove such improvements. No other consideration is to be paid or provided to Sellers.

3. **Tax Proration.** Sellers agree to pay all taxes for fiscal year 2019-2020 that are payable September 2020 and March 2021. Sellers will not be required to pay any additional taxes for the Property and no proration adjustment will be made at closing. Buyer agrees to accept the Property subject to all subsequent taxes.

4. **Abstract.** Sellers agree to deliver to Buyer for its examination an abstract of title covering the above described real estate continued to the date of this agreement and showing marketable title in Sellers in accordance with Iowa Title Standards, subject only to the matters permitted by this agreement.

5. **Risk of Loss and Insurance.** Sellers shall bear the risk of loss or damage to the improvements on the Property prior to delivery of possession, and thereafter such risk of loss shall be borne by Buyer. In the event of substantial damage or destruction to the improvements occurring after the date of this agreement which is not repaired before delivery of possession Buyer may either rescind this agreement or elect to complete the closing and receive an assignment of any insurance proceeds to which Sellers are entitled on account of such damage that may occur after the date of this agreement.

6. **Representations and Warranties.** Sellers represent to Buyer that as of the date of this agreement and as of the date of closing:

the transaction contemplated by this agreement, each executed and acknowledged as applicable by Buyer.

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

9. **No Broker or Commission.** Sellers represents and warrants to Buyer that they have not used the services of any real estate broker, sales person or any other person to whom a commission or fee will be due as a result of this transaction. Sellers agree to indemnify and hold Buyer harmless from any claim by any person or entity for a commission or a fee as a result of this transaction.

10. **Remedies.** If Buyer fails to perform this agreement in any respect, time being of the essence, then Sellers may forfeit this agreement as provided by Chapter 656 of the Iowa Code in which event all payments made and improvements made on the Property shall be forfeited, declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this agreement, or seek such other relief as may be provided by law or equity. If Sellers fail to perform their obligations under this agreement, Buyer may (a) terminate this agreement and have all payments returned to it, or (b) seek such other relief as may be provided by law or equity. It is agreed that the periods of redemption after sale on foreclosure may be reduced under the conditions set forth in Sections 628.26 and 628.27 of the Iowa Code. In any action or proceeding relating to this agreement the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

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

12. **City Council Approval.** Buyer's obligation to perform under this agreement is subject to approval of the city council of Jefferson, and staff for the City of Jefferson will arrange for this agreement to be considered by the city council as soon as can reasonably be done.

13. **Severability.** If any clauses or provisions herein contained would invalidate this agreement in whole or in part, such clauses or provisions only shall be invalid, and the remainder of this agreement will remain in full force and effect.

14. **Miscellaneous.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. The use of any gender shall include all genders, and the use of any number shall be construed as singular or plural as the case may require. All obligations, covenants, agreements and warranties contained herein are and shall be joint and several as to each party bound thereby. This

agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this agreement 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 agreement.

The parties are signing this agreement on the date stated in the introductory clause.

\_\_\_\_\_  
James E. Peninger, Trustee, Seller

CITY OF JEFFERSON, Buyer

\_\_\_\_\_  
Mary A. Peninger, Trustee, Seller

By \_\_\_\_\_  
Michael S. Palmer, City Administrator



<b>CONTRACTOR'S PAY REQUEST</b>		<b>DISTRIBUTION:</b>
<b>CHESTNUT &amp; ADAMS STREET WATERMAIN IMPROVEMENTS</b>		CONTRACTOR (1)
<b>CITY OF JEFFERSON, IOWA</b>		OWNER (1)
<b>BMI PROJECT NO. A14.120017</b>		ENGINEER (1)
<b>PAY ESTIMATE NO. 5 &amp; Final</b>		
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS		\$229,936.02
TOTAL, COMPLETED WORK TO DATE		\$229,936.02
TOTAL, STORED MATERIALS TO DATE		\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS		\$229,936.02
RETAINED PERCENTAGE ( 0% )		\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)		\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE		\$229,936.02
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		\$218,439.22
PAY CONTRACTOR AS ESTIMATE NO. 5 & Final 11/2/2020		\$11,496.80

**Certificate for Final Payment**

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of the Iowa Code have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: KELLER EXCAVATING, INC.  
1133 155TH STREET  
BOONE, IOWA 50036

By Julie Swigart Office Admin  
Name Title

Date 11.19.20

**CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:**

ENGINEER: BOLTON & MENK, INC., 300 W. MCKINLEY STREET, JEFFERSON, IOWA 50129

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

Date 11/19/2020

**APPROVED FOR PAYMENT:**

OWNER: CITY OF JEFFERSON, IOWA

By Matt Gordon Mayor Date

And Roxanne Gorsuch City Clerk Date



RESOLUTION NO \_\_\_\_\_

AUTHORIZING LOAN TO TAX INCREMENT REVENUE FUND

WHEREAS, the City of Jefferson, Iowa, has established the Jefferson Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, the City Council has created the Jefferson Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Revenue Fund"), into which all incremental property tax revenues received from the Urban Renewal Area shall be deposited; and

WHEREAS, the City has proposed to undertake certain projects in the Urban Renewal Area that would be eligible under state law to be reimbursed from incremental property tax revenues (the "Projects"); and

WHEREAS, in order to make the cost of the Projects eligible to be paid from future incremental property tax revenues, it is necessary to create an internal debt;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. It is hereby directed that \$\_\_\_\_\_ be advanced to the Tax Increment Revenue Fund from the \_\_\_\_\_ Fund, in order to pay the costs of the Projects. This advance shall be treated as a loan (the "Loan") to the Tax Increment Revenue Fund and shall be repaid to the \_\_\_\_\_ Fund out of incremental tax revenues received with respect to the Urban Renewal Area.

Payments on the Loan are subject to annual appropriation by the City Council and subject to the Council's determination that there are incremental tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Revenue Fund.

Once appropriated, payments shall be made on the Loan on June 1 of each year to the extent there are incremental tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Revenue Fund. The right is hereby reserved to issue additional obligations, or to enter into additional loans, payable from the Tax Increment Revenue Fund, which may either rank on a parity with the Loan or may have a priority over the Loan with respect to the revenues in the Tax Increment Revenue Fund.

Section 2. The Tax Increment Revenue Fund is hereby pledged to the repayment of the Loan, and a copy of this Resolution shall be filed in the office of the Greene County Auditor to evidence this pledge. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify to the Greene County Auditor, no later than December 1, 20\_\_\_, the original amount of the Loan as an obligation that is eligible to be repaid from future incremental property tax revenues, and to certify no later than December 1 of each succeeding year, any remaining outstanding balance of the Loan

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

# Jefferson Matters: A Main Street & Chamber Community



*2021 Plan of Action: We're All In This Together 2021 – November 24, 2020  
update*

**Purpose:** Our organization's purpose is to support, promote, and preserve the historic downtown of Jefferson, Iowa, while contributing to the greater community's continued vitality.

## **2021 Priorities:**

1. Fill two city-owned buildings with businesses that provide a net positive effect on the community
2. Teams filled with energized volunteers of all ages
3. Successful fundraising campaign that includes educating the public and creates awareness of our organization
4. Experiences that showcase Jefferson as a destination to shop, eat, play and stay
5. Unity of the community for the vision of Jefferson Matters

## **Design Team:**

- Volunteer support of city-acquired properties
- Building façade mini grants
- Storefront signage mini grants
- Empty window displays
- Hang current seasonal banners
- Plant hanging baskets, pillar planters and cluster planters
- West parking lot of City Hall landscape
- Deco anchor for city planters
- Phase 3 Downtown Christmas decorations
- Promote Main Street Iowa design assistance
- Pursue grant opportunities for funding
- Trash receptacles for downtown

## **Economic Vitality Team (including Ambassadors Revamped):**

- Support continued façade improvements
- Java & Juice in Jefferson events/add available buildings
- Support SBDC & ICCC business workshops offered in Jefferson
- Pursue Challenge Grant for 2021 & support 2020 recipient - Why Not Us
- Recruitment Team contacts for new businesses/tours
- Open 4 Business competition entry
- Business Incentives brochure
- Building & Business Inventory updates
- Support for City's acquired buildings
- Existing Business Growth Mini-Grants
- Support and organize community development & special events

### **Promotion Team (including Retail Revamped and Tourism):**

- Jeff from Jefferson videos to promote businesses and events
- Continue to enhance Shop Small Saturday and other retail events
- Frequent Facebook posts & boosts for local businesses
- Monthly promotional displays in Masonic Lodge window
- Pursue historical plaques funding for contributing buildings of Jefferson's Historic District
- Update Jefferson IA app with all Jefferson businesses
- Park(ing) Day retail event
- Advertising throughout the year through radio, newspaper, magazines and social media
- You Got Caught Shopping Local campaign
- Welcome Bags for Newcomers
- Seasonal sales and advertising
- Fall Hometown Harvest
- Holiday open houses and shop small promotions
- Winter sleigh rides with Santa and Stocking Stuffers

### **Organization Team:**

- Conduct annual Donation Drive with early incentive
- Organize volunteer appreciation reception with recognition awards
- Reunion Rendezvous during Bell Tower Festival
- Family Feud Iowa Edition fundraising event
- Scholarships for attending Main Street events
- GCHS graduation cards in May
- Communication - weekly newsletters, website updates, news column & interviews
- Volunteer recruitment

### **Tower View Team:**

- Complete Arch Alley with artist David Williamson
- Host Arch Alley Party when completed
- Pursue more Rooftop Art installations
- Continue Sally's Alley upkeep by volunteers
- Call for Ring Out for Art sculptures
- Organize Scarecrow Invasion project for October with new theme
- Color Me & See public art event
- Plan Art on the Square event with booths, music & food
- Paintings on back of at least one building on the square
- Painters & Poets event
- West Alley Renovation

### **Events Team:**

- Golf Outing
- Crusin' To the Square
- Winter Festival
- Many more exciting events planned for 2021!