

AGENDA

COUNCIL MEETING
Tuesday, March 12, 2019
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. 2/26/19 regular Council minutes.
- B. Payment of monthly bills
- C. Employ Kylie Angell at the golf course at \$7.75 per hour
- D. Employ Elijah Block at the golf course at \$7.75 per hour

IV. NEW BUSINESS:

- A. Public Hearing for 2019-2020 budget.
- B. Resolution adopting 2019-2020 budget.
- C. Consider approval of City insurance policy with Unger Insurance.
- D. Consider approval of purchase agreement for property at 107 N. Chestnut Street.
- E. Consider approval of economic development grant agreement for property at 106 E. State Street.
- F. Consider approval of Plat of Survey application from Krieger Land LLC to sell lot 7 and west 10 feet of the subdivision of lot 5.
- G. Discussion of Council vacancy

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 3/12/19

NEW BUSINESS

I. NEW BUSINESS:

- A. **Public Hearing for 2019-2020 budget.**
- B. **Resolution adopting 2019-2020 budget.**
- C. **Consider approval of City insurance policy with Unger Insurance.** Attached is the renewal information. The total renewal amount for 2019 is \$185,862
- D. **Consider approval of purchase agreement for property at 107 N. Chestnut Street.** The purchase price is \$6,600.
- E. **Consider approval of economic development grant agreement for property at 106 E. State Street.** In April of 2018, the Council approved an Urban Renewal amendment (attached) that would provide funding for building improvements. Attached is an agreement for roof replacement.
- F. **Consider approval of Plat of Survey application from Krieger Land LLC to sell lot 7 and west 10 feet of the subdivision of lot 5.** Attached is the information
- G. **Discussion of Council vacancy**

COUNCIL MEETING

February 26, 2019

5:30 P.M.

PRESENT: Ahrenholtz, Teeples, Sloan, Wetrich

ABSENT: Gordon

Mayor Berry presided.

No citizens spoke during the Open Forum.

On motion by Sloan, second by Teeples, the Council approved the following consent agenda February 12, 2019 Council Minutes, Jefferson Community Golf Course, Class C Liquor License and White Oak Station #84, Class C Beer Permit.

AYE: Teeples, Ahrenholtz, Sloan, Wetrich

NAY: None

On motion by Wetrich, second by Sloan, the Council approved hiring Johnathan Young as Police Patrolman for Jefferson Police Department at a salary of \$41,516/yr effective February 28, 2019.

AYE: Wetrich, Teeples, Ahrenholtz, Sloan

NAY: None

Item B was removed from the Agenda.

Jan Gammon the Lincoln Highway Heritage Byway Coordinator gave a presentation on Lincoln Highway Heritage Byway and Corridor Management Plan.

Mayor Berry and the Council discussed Mayor and Council member's compensation. The Wage and Benefit Committee will consider a 50% increase in both compensations and make a recommendation at a future meeting. The last change in compensation was August 24, 1999.

The quarterly workshop with Main Street Committee was held to update the Council on activities with the Main Street Program.

There being no further business the Council agreed to adjourn.

Craig J. Berry, Mayor

Diane M. Kennedy, City Clerk

REAL ESTATE PURCHASE AND SALE AGREEMENT

This real estate purchase and sale agreement is dated _____, and is between AIR-TEMP PLUMBING HEATING & COOLING INC. an Iowa corporation, c/o Roger Hoffman, P.O. Box 215, Jefferson, IA 50129 (the "Seller"), 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.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate:

The North Two-thirds and the North 4 feet of the South One-third of Lot 146, in Block 18, in the Original Town (now City) of Jefferson, Greene County, Iowa,

which has a local street address of 107 N. Chestnut Street, 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.** Buyer agrees to pay for the Property the total sum of \$6,600.00 which shall be paid to Seller at the time of closing.

3. **Tax Proration.** General real estate taxes applicable to any of the Property for the fiscal year in which possession is given (those due and payable in the subsequent fiscal year) shall be prorated between Seller and Buyer on a daily basis as of the date possession is delivered based upon a fiscal year ending June 30, with Seller paying those allocable to the period prior to the date possession is delivered and Buyer being responsible for those allocable to the period on and after the date possession is delivered. Seller shall also pay any unpaid taxes for prior fiscal years and any and all special assessments levied or constituting a lien with respect to the Property as of the date of this agreement. Buyer shall be given a credit at closing for Seller's prorated share of taxes and assessments for which it is responsible but which are not yet payable, which proration adjustment shall be based upon the most current real estate valuation and tax rates available according to public record at the time of closing.

4. **Abstract.** Seller agrees 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 Seller in accordance with Iowa Title Standards, subject only to the matters permitted by this agreement.

5. **Risk of Loss and Insurance.** Seller 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 which is not repaired before delivery of possession Buyer may either rescind this agreement, in which event the earnest deposit shall be returned to it, or elect to complete the closing and receive an assignment of all insurance proceeds to which Seller is entitled.

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

(a) The execution, delivery, and performance by Seller of this agreement and all instruments and agreements contemplated hereby will not result in a breach or violation of, or constitute a default under, any agreement, instrument, indenture, law, regulation, ordinance, order or decree to which Seller is a party or by which Seller or the Property is bound.

(b) Seller has good and marketable title to the Property, free and clear of all liens and encumbrances, other than for liens that will be satisfied at closing.

(c) There is no litigation or proceeding pending, or to Seller's knowledge threatened, against or affecting the Property or any part thereof or pending against Seller that would impair Seller's ability to consummate this transaction.

(d) There are no recorded or unrecorded contracts, agreements, leases, understandings, options, rights of first refusal, or other arrangements affecting or relating to the Property in any way which Seller has entered into.

(e) Seller has not received any notice of any pending or threatened action, demand, investigation or inquiry by any governmental entity or person relating to any violations of any environmental law.

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

7. **Due Diligence and Inspections.** Commencing on the date of this agreement and continuing thereafter for 45 days (the "**Due Diligence Period**") Buyer shall have the right to determine, in its sole discretion, if the Property is suitable for its purposes and if the Property is satisfactory to Buyer in all respects. If Buyer is not satisfied with the Property for any reason it may terminate this agreement by giving Seller written notice within the Due Diligence Period, in which event this agreement shall terminate and neither party shall have any further right or obligation under this agreement. If Buyer does not give notice of termination of this agreement on or before the expiration of the Due Diligence Period this condition shall be deemed to have been met. During the Due Diligence Period Buyer and its authorized agents, at Buyer's cost and expense, shall have the right to enter upon the Property and to inspect and review the Property and to conduct such tests, investigations, analyses, and assessments as it deems advisable, including without limitation a Phase 1 environmental site assessment and a certified asbestos inspection, to determine whether the Property meets the criteria and requirements of Buyer, in its sole and absolute discretion. The asbestos inspection may cause limited destruction of small amounts of wall, ceiling, flooring, or other materials, and Buyer agrees to provide appropriate measures to plug or secure any sample locations that would otherwise cause further deterioration from weathering.

8. **Condition of Property.** Subject to the representations contained in section 6 and Buyer's inspection rights under section 7, the Property is being sold by Seller to Buyer in "AS IS WHERE IS" condition and with all faults, and except as otherwise expressly set forth in this

agreement Seller makes no representations or warranties with respect to the condition of the Property.

9. **Residential Property Disclosure Statement and Lead-Based Paint Disclosure.** Seller and Buyer are not completing a residential property seller disclosure statement as this transaction is exempt because it is a transfer to a political subdivision of the state. Buyer waives any requirement that it be provided with a lead-based paint disclosure form.

10. **Economic Development Grant Condition.** Buyer has requested Seller to make an economic development grant to it for up to \$35,000.00 to repair the roof on a building owned by Seller at 106 East State Street. Seller will not be obligated to perform under this agreement until the City Council of Jefferson has approved and the Seller and Buyer have executed an economic development grant agreement providing for said \$35,000.00 grant.

11. **Closing.** (a) Closing shall be held at the offices of Wilcox Law Firm, or at such other place as may be mutually agreed upon by Seller and Buyer, as soon as can practicably be done after Seller's abstracting requirements under this agreement have been fulfilled and after Buyer's due diligence and inspections have been satisfactory completed.

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

(c) At closing Buyer shall deliver to Seller, in addition to any other items required under this agreement, the following: (i) the Purchase Price, plus any closing adjustments in favor of Seller, minus any closing adjustments in favor of Buyer, (ii) a closing statement, duly executed by Buyer, and (iii) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this agreement, each executed and acknowledged as applicable by Buyer.

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

12. **No Broker or Commission.** Seller represents and warrants to Buyer that it has 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. Seller agrees 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.

13. **Remedies.** If Buyer fails to perform this agreement in any respect, time being of the essence, then Seller 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 Seller

fails to perform his 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.

14. **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.

15. **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.

16. **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.

17. **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.

AIR-TEMP PLUMBING HEATING &
COOLING INC., Seller

CITY OF JEFFERSON, Buyer

By _____
Roger Hoffman, President

By _____
Craig J. Berry, Mayor

Attest:

Diane M. Kennedy, City Clerk

**CITY OF JEFFERSON, IOWA
JEFFERSON URBAN RENEWAL AREA**

**2018-1 AMENDMENT
URBAN RENEWAL PLAN**

April, 2018

The Urban Renewal Plan for the Jefferson Urban Renewal Area (the “Urban Renewal Area”) is hereby amended in accordance with Section 403.5 of the Code of Iowa to give information about new urban renewal projects that are proposed to be undertaken in the Urban Renewal Area.

The following projects would be added to the urban renewal plan:

1. Provide incentives to persons to make repairs and improvements to buildings in the downtown area, including repairs and improvements to roofs, exterior and interior walls, foundations, front facades, flooring, ceilings, and electrical, plumbing, and HVAC systems. The amount of tax increment revenues that may be used for this purpose shall not exceed \$150,000 for any one building and all of such projects shall not exceed \$600,000 in the aggregate for any one fiscal year.
2. Provide matching funds for façade rehabilitation projects in the downtown area, using tax increment revenues in an amount not to exceed \$300,000 in any one fiscal year.

For purposes of this Amendment the downtown area includes the portion of the Urban Renewal Area bounded on the west by Elm Street, on the north by Washington Street, on the east by the Raccoon River Valley Trail, and on the south by Harrison Street, and Block 32 in the Original Town (now City) of Jefferson.

The following property will be added to the Urban Renewal Area:

Block 32 in the Original Town (now City) of Jefferson, Greene County, Iowa.

The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Outstanding general obligation debt of the City	\$ _____
Constitutional debt limit of the City:	\$11,000,000
Proposed debt payable from tax increment revenues for projects in any year	 \$900,000

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Economic Development Grant Agreement is dated _____, 2019, and is between the CITY OF JEFFERSON, of 220 N. Chestnut St., Jefferson, IA 50129 (the “**City**”), and AIR-TEMP PLUMBING HEATING & COOLING INC., an Iowa corporation, c/o Roger Hoffman, P.O. Box 215, Jefferson, IA 50129 (the “**Developer**”).

Developer owns property in the downtown area of Jefferson located at 106 East State Street, legally described as follows:

The West One-third of Lot 94, in Block 10, in the Original Town of Jefferson, Greene County, Iowa

(the “**106 East State Street Property**” or “**Property**”).

The 106 East State Street Property is located on the public square in the City’s central business district and the building located on the Property is in need of a new roof in order to maintain its structural integrity and prevent further deterioration to it (the “**Project**”). The Property is located within the Jefferson Urban Renewal Area, as previously adopted and amended.

The total estimated cost to replace the roof may be up to \$35,000.00, and the Developer does not have funds or financing available to make the repair and is requesting the City to provide an economic development grant, using tax increment funds, to fund the cost of the Project (the “**\$35,000.00 Grant**”).

The Developer also owns property at 107 N. Chestnut Street in Jefferson which it has agreed to sell to the City for the amount of \$6,600.00 (the “**107 N. Chestnut Street Property**”).

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. **Grant.** (a) The Grant. Subject to and on the terms set forth in this agreement, City agrees to grant to Developer up to \$35,000.00 (the “**Grant**”). The proceeds of the Grant shall be used only for the purpose of repairing the roof on the building owned by Developer located on the 106 East State Street Property.

(b) **Repair of Roof.** Developer authorizes the City to coordinate and arrange for the repair of the roof, including obtaining bids for necessary work and materials, and to receive invoices and statements for materials provided and work performed. Developer authorizes the City and its agents to have access to and to enter upon the building and Property for the purpose of doing any preparatory work and performing the actual roof repair. If the City is not able to obtain bids in a total amount equal to or less than \$35,000.00 to complete the roof repair then City will not make the Grant or proceed with the Project, unless the Developer approves and agrees to pay any amount in excess of \$35,000.00.

(c) Use of Grant Proceeds. Developer authorizes the City to advance the Grant proceeds directly to the cost of the roof repair, including making payments directly to persons and companies providing materials and labor.

(d) Completion. If for any reason, other than City's failure to perform, the Project cannot be completed within one year of the date of this agreement, then the City will not be obligated to proceed with the Grant, and this agreement shall be void and of no further force or effect.

2. **Sale of 107 North Chestnut Street Property.** Developer agrees to enter into a real estate purchase and sale agreement with the City to sell the 107 North Chestnut Street Property to the City for \$6,600.00.

3. **Conditions Precedent.** City's agreement to provide the Grant contemplated by this agreement shall be subject to the satisfaction of the following conditions precedent:

(a) Developer Cooperation. Developer shall cooperate with City in providing access to the Property to enable City and its agents to perform the Project.

(b) Sale of Other Property. Developer shall enter into an agreement with the City to sell to it the property located at 107 North Chestnut Street.

4. **Representations and Warranties.** In order to induce City to enter into this agreement and to make the grant provided for, Developer makes the following representations and warranties which shall survive the execution and delivery of this agreement:

(a) Assistance Needed. Developer does not have sufficient funds of its own and is not able to obtain bank or other financing sufficient to complete the roof repair contemplated by this agreement.

(b) Company Status. The Developer has been duly formed and is validly existing as an Iowa corporation 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.

(c) Power and Authority. Developer has the power and authority to own its properties and to transact the business in which it is engaged. This agreement has been duly authorized, executed and delivered by the Developer and such document constitutes the legal and binding agreement of the Developer, enforceable against the Developer in accordance with its 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.

(d) Litigation. There is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator concerning the Developer or this agreement which, if adversely determined, would have a material adverse effect on the Developer's ability to perform its obligations under this agreement.

(e) Submissions to City. All information, reports and other papers and data furnished to City by the Developer concerning the application for the Grant were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give City a true and accurate knowledge of the subject matter, and no document furnished or other written statement made to City in connection with the Grant contains any untrue statement of a fact material to the financial condition of the Developer or the Project or omits to state such a material fact necessary in order to make the statements contained therein not misleading.

5. **Defaults and Remedies.** (a) Events of Default. The following shall constitute events of default ("**Events of Default**") under this agreement:

(i) A default in the due, prompt and complete observance and performance of any obligation, covenant or agreement contained in this agreement, 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;

(ii) 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;

(iii) Developer shall fail to complete the sale of the 107 North Chestnut Street Property to City;

(iv) 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;

(v) 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

(vi) 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.

(b) Remedies. Upon the occurrence of any Event of Default City shall have no further obligations under this agreement.

(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 this agreement or applicable law.

(d) Rights and Remedies Cumulative. No right or remedy herein conferred upon City is intended to be exclusive of any other right or remedy contained herein, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained in this agreement or existing at law or in equity or by statute, or otherwise.

(e) **Rights and Remedies Not Waived.** No course of dealing between Developer and City or any failure or delay on the part of City in exercising any rights or remedies shall operate as a waiver of any rights or remedies of City.

6. **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.

7. **Miscellaneous.** (a) **No Assignment.** This agreement will inure only to the benefit of Developer and it may not be assigned by Developer without the written consent of City.

(b) **Modification and Waiver.** No modification or waiver of any provision of this agreement, and no consent by City to any departure therefrom by Developer, shall be effective unless such modification or waiver is in writing and signed by a duly authorized officer of City. Such modification or waiver shall then be effective only for the period, on the conditions, and for the specific instances and purposes specified in such writing. No notice to or demand on Developer in any case shall entitle it to any other or further notice or demand in similar or other circumstances.

(c) **Notices.** All notices required or permitted under this agreement shall be in writing and will be deemed given and made: (a) if by personal delivery, on the date of such delivery, (b) if by facsimile, on the date sent (as evidenced by confirmation of transmission by the transmitting equipment), (c) if by nationally recognized overnight courier, on the next business day following deposit, and (d) if by certified mail, return receipt requested, postage prepaid, on the third business day following such mailing; in each case addressed to the address or facsimile number shown below for such party, or such other address or facsimile number as such party may give to the other party by notice:

If to City:

City of Jefferson
Attn: City Administrator
220 N. Chestnut St.
Jefferson, Iowa 50129
Fax: 515-386-4671

If to Developer:

Air-Temp Plumbing Heating & Cooling Inc.
Attn: Roger Hoffman
P.O. Box 215
Jefferson, IA 50129

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

(e) Iowa Law. 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) 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 agreement.

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

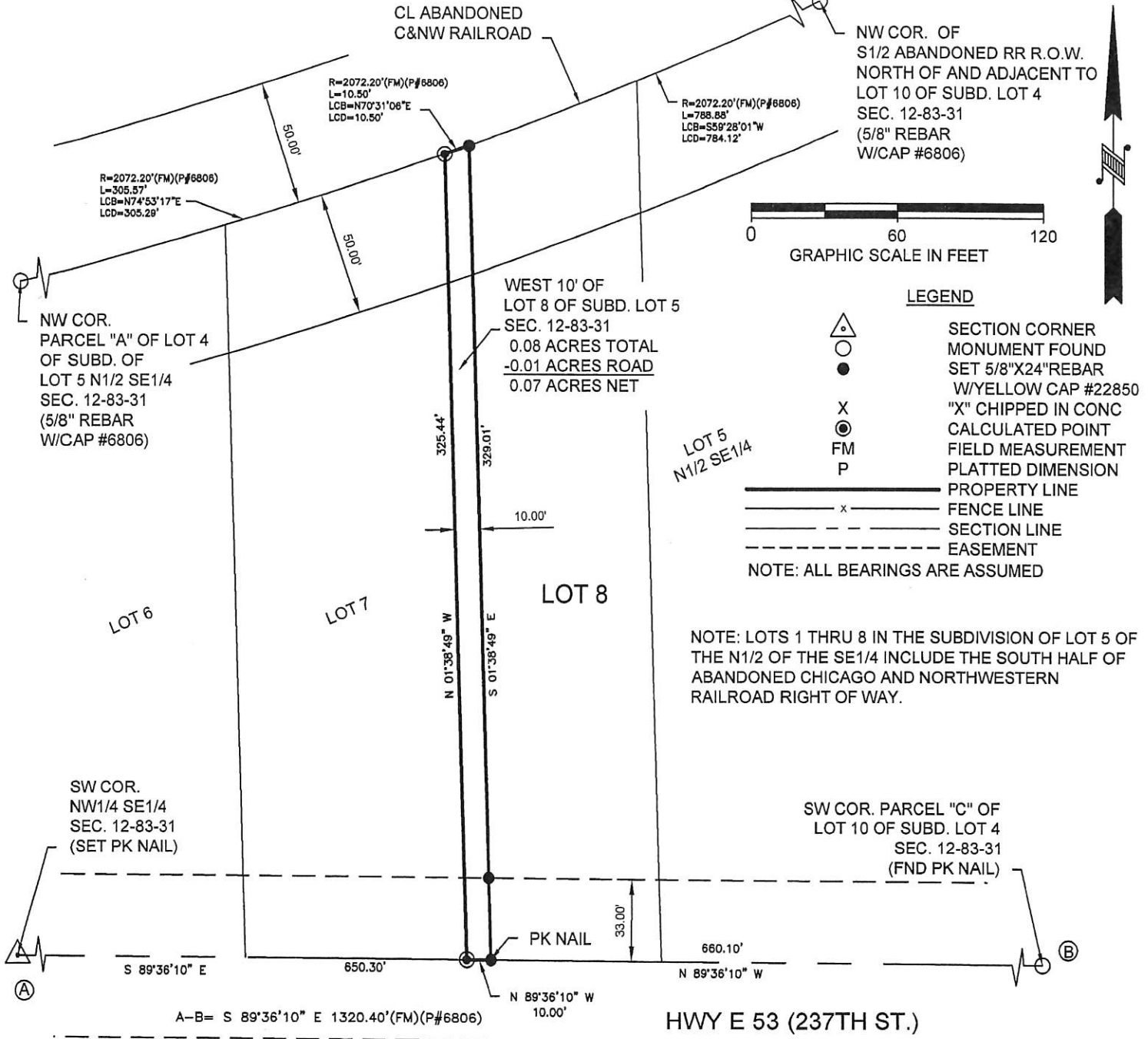
AIR-TEMP PLUMBING HEATING & COOLING
INC.

By: _____
Roger Hoffman, President

CITY OF JEFFERSON

By: _____
Craig Berry, Mayor

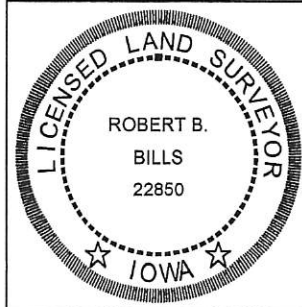
Attest: _____
Diane M. Kennedy, City Clerk



FIELD NOTES:

THE WEST 10 FEET OF LOT 8 OF THE SUBDIVISION OF LOT 5 OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, T83N, R31W OF THE 5TH P.M., CITY OF JEFFERSON, GREENE COUNTY, IOWA.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.08 ACRES AND IS SUBJECT TO 0.01 ACRES FOR ROAD EASEMENT AND IS SUBJECT TO ANY AND ALL EASEMENTS APPARENT OR OF RECORD.



I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Robert B. Bills
Signature

02/05/2019
Date

Robert B. Bills

License number #22850
My license renewal date is Dec, 31, 2020
Pages or sheets covered by this seal: 1



GENERAL NOTES:

1. CITY OF JEFFERSON UTILITY LINES (SANITARY SEWER, STORM SEWER, AND WATER) ARE ONLY GENERALLY LOCATED. UTILITY SERVICES BY OTHERS ARE NOT SHOWN. "ONE CALL" SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION ACTIVITIES.
2. AERIAL PHOTO IS ONLY APPROXIMATED TO PROPERTY LINES.



APPLICATION FOR APPROVAL OF PLAT OF SURVEY

TO: City Council of Jefferson

The undersigned owner(s) of the land described in the attached plat of survey request the City Council of the City of Jefferson to approve the division of land reflected in the attached plat of survey pursuant to Section 166.22 of the Code of Ordinances of the City of Jefferson. The following information is submitted in support of this application:

1. A pre-application conference regarding this proposed subdivision was held with the City Administrator on 01/29/2019.

2. A copy of a plat of survey prepared by ROBERT B. BILLS, an Iowa registered land surveyor, dated 02/05/2019, showing the land proposed to be divided is attached to this application.

3. The purpose of this proposed division is: TO SELL LOT 7 AND THE WEST 10 FEET OF LOT 8 TO THE OWNER OF LOT 6.

4. The name(s), address(es) and telephone number(s) of all the owners of the land described in the attached plat are as follows:

G. KRIEGER LAND LLC 1606 WESTWOOD DR. JEFFERSON, IA
515-370-1911

5. The names and addresses of all adjoining property owners are set forth below, and the approximate locations of their properties are shown on the attached plat.

DANIEL + PATSY BENITZ 1706 WESTWOOD DR. JEFFERSON, IA

4-3D FARMS INC. 407 W. RUSSELL ST. JEFFERSON, IA

6. (a) The existing zoning classification of the property covered by the plat is HD HOLDING. (There is no pending plan or proposal to change this zoning classification./It is proposed that the zoning classification of this property be changed to N/A.)

(b) The zoning classification(s) for the adjoining properties is/are as follows: HD HOLDING. (There is no pending plan or proposal to change any zoning classification for any of the adjoining properties./It is proposed that the zoning classification of adjoining property be changed to N/A.)

7. (Check applicable paragraph:)

There are no structures located on the property proposed to be divided.

There are one or more structures located on the property proposed to be divided, and the location of such structures and their distance from existing and proposed boundary lines has been shown by a registered land surveyor either on the attached plat or on a separate drawing attached to this application.

8. All existing and proposed public streets and roads, all public water and sanitary and storm sewer lines, and all gas and electrical services in relation to the property proposed to be divided have been described by a registered land surveyor either on the attached plat or on a separate drawing attached to this application. If any parcel shown on the attached plat does not have direct access to any such services, then it is proposed that access to such services be obtained as follows:

If any private easements are proposed, copies of the same will be provided upon request.

The undersigned acknowledge that they have reviewed the foregoing application and represent and warrant that the information set forth above is true and accurate. This application is being submitted in quadruplicate.

Date: 2/6/19

Kurt Krueger

APPROVAL RECOMMENDED/NOT RECOMMENDED

City Engineer Date

APPROVAL RECOMMENDED/NOT RECOMMENDED

City Administrator Date

Jefferson Public Library

Meeting of the Board of Trustees
March 11, 2019 6:30 PM
Library Basement Meeting Room

AGENDA

- I. Call to Order
- II. Open Forum: this is a time for any concerned citizen to speak to the trustees about an item that is not on the agenda.
- III. Approval of Minutes of Previous Meeting
- IV. Approval of Expenditures
- V. Director's Report
 - A. Monthly Circulation & Usage Report
 - B. Year-to-Date Monthly Financial Reports
 - C. Project Updates:
- VI. Old Business
 - A. Investment of estate funds
 - B. FY20 budget proposal
 - C. Building maintenance projects
 - D. County funding
 - E. State accreditation
- VII. New Business
 - A. Friends of the Library activities
 - B. Personnel
- VIII. Next Meeting – April 8 at 6:30 p.m.
- IX. Adjournment