AGENDA

COUNCIL MEETING Tuesday, April 23, 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. 4/9/19 regular Council minutes.
- B. Doc's Stadium Bar and Grill. Class C Liquor License.
- C. Neighborhood Incentive reimbursement to ARC Food Pantry of \$1,057 for demolition of building at 106 N. Vine St
- D. Neighborhood Incentive reimbursement to Tina of \$2,000 for demolition of house at 106 E. Adams
- E. Hotel/Motel grant for \$2,600 to Jefferson Matters: Main St for Reunion Rendezvous at Bell Tower Festival.
- F. Hotel/Motel grant for \$11,900 to Bell Tower Community Foundation for Billboard advertising and promotional brochures.
- G. Hotel/Motel grant for \$220 to Thomas Jefferson Gardens for tour guide training.
- H. Salaries for 2018 calendar year.
- I. Set Public Hearing for 2018-2019 budget amendments for 5/28/19.

IV. NEW BUSINESS:

- A. Public Hearing proposing agreement for transfer of property located at 506 E. Clark St. to Region XII
- B. Consider approval of resolution for transfer of property located at 506 E. Clark St. to Region XII.
- C. Public Hearing proposing agreement for transfer of property located at 507 N. Cedar 506 E. Clark St. to Region XII
- D. Consider approval of resolution for transfer of property located at 507 N. Cedar to Region XII.
- E. Consider appointment of Sydney Schultz and John Kersey as Firefighters.
- F. Consider approval to close Chestnut St from Lincoln Way to State Street on Saturday, May 4, 2019 from 1:00 PM to 4:00 PM.
- G. Consider approval of professional financial services with Piper Jaffray for the issuance of General Obligation Bonds.
- H. Consider approval to waive \$58,472.50 building permit for new school.
- I. Appointment to fill Council vacancy until November 2019.

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 4/23/19

NEW BUSINESS

I. NEW BUSINESS:

- A. Public Hearing proposing agreement for transfer of property located at 506 E. Clark St. to Region XII
- B. Consider approval of resolution for transfer of property located at 506 E. Clark St. to Region XII.
- C. Public Hearing proposing agreement for transfer of property located at 507 N. Cedar 506 E. Clark St. to Region XII
- D. Consider approval of resolution for transfer of property located at 507 N. Cedar to Region XII.
- E. Consider appointment of Sydney Schultz and John Kersey as Firefighters.
- F. Consider approval to close Chestnut St from Lincoln Way to State Street on Saturday, May 4, 2019 from 1:00 PM to 4:00 PM. Attached is a map of the location along with a description of the event.
- G. Consider approval of professional financial services with Piper Jaffray for the issuance of General Obligation Bonds. The proposed fee for the issuance of the bonds is \$17,500. Service agreement attached.
- H. Consider approval to waive \$58,472.50 building permit for new school.
- I. Appointment to fill Council vacancy until November 2019.

COUNCIL MEETING

April 9, 2019

5:30 P.M.

PRESENT:

Sloan, Wetrich, Gordon

ABSENT:

Ahrenholtz

Mayor Berry presided.

During open forum Brett Cranston from Doc's Stadium Bar & Grill, LLC asked the Council for permission to block off Chestnut Street for Poker Run May 4, 2019 from 1-4p.m. This item will be placed on April 23, 2019 agenda.

On motion by Sloan, second by Gordon, the Council approved the following consent agenda March 26, 2019 Council Minutes and Payment of monthly bills from City funds.

AYE: Wetrich, Sloan, Gordon

NAY: None

RESOLUTION NO. 11-19

On motion by Wetrich, second by Gordon, the Council approved Resolution No. 11-19, a resolution Ordering Bids, Approving Plans, Specifications and Form of Contract and Notice to Bidder, Fixing Amount of Bidder's Check, and Ordering Clerk to Publish Notice and for a Public Hearing on Plans, Specifications, Form of Contract and Estimate of Costs for the Relocate Greene County Road, 243rd Street Project. A public hearing date has been set for Receiving Bids May 14, 2019 at 5:30p.m.

AYE: Sloan, Gordon, Wetrich

NAY: None

RESOLUTION NO. 12-19

On motion by Sloan, second by Gordon, the Council approved Resolution No. 12-19, a resolution setting a public hearing May 14, 2019 at 5:30p.m. on General Obligation Loan Agreements in an amount not to exceed \$2,400.000.

AYE: Wetrich, Sloan, Gordon

NAY: None

RESOLUTION NO. 13-19

On motion by Gordon, second by Wetrich, the Council approved Resolution No. 13-19, a resolution setting a Public Hearing date for May 14, 2019 at 5:30p.m. for 2019-1 amendment to urban renewal plan for Jefferson Urban Renewal Area for ten-foot wide "shared use path" on Central Avenue from Iowa Highway 4 west to Maple Street.

AYE: Gordon, Wetrich, Sloan

NAY: None

RESOLUTION NO. 14-19

On motion by Wetrich, second by Gordon, the Council approved Resolution No. 14-19, a resolution proposing transfer of property at 506 East Clark Street to Region XII and setting public hearing date April 23, 2019 at 5:30p.m.

AYE: Gordon, Sloan, Wetrich

NAY: None

RESOLUTION NO. 15-19

On motion by Wetrich, second by Sloan, the Council approved Resolution No. 15-19, a resolution proposing transfer of property at 507 North Cedar Street to Region XII and setting public hearing date April 23, 2019 at 5:30p.m.

AYE: Sloan, Gordon, Wetrich

NAY: None

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

The following office well appro-	read by payment mom me	erty runnas.
ABC PEST CONTROL	LB PEST CONTR	45.00
ACCESS SYSTEMS INC	RN CPIER LSE	564.23
ACCESS SYSTEMS LEASING	PA CPIER LSE	544.58
ACCO UNLIMITED CORP	PL CHEM	3,947.60
ACUSHNET COMPANY	GCRSE MERCH	701.46
AFLAC	AFLAC INS W/H	223.53
AFSCME	UNION DUES	172.72
AG SOURCE LAB	WA TSTG	430.50
AHEAD LLC	GCRSE MERCH	1,215.54
ALEX AIR APPARATUS INC	JFD CLOTH	10,603.92
ALLIANT ENERGY	UTILITIES	36,361.70
AUDITOR OF STATE, ROB SAND	PA AUDIT FEE	425.00
AUTOMATIC DOOR GROUP	RN REPRS	609.09
BAKER & TAYLOR INC.	LB BOOKS	881.53
BLUETARP CREDIT SERV	CEM ROLLERS	536.97
BOLTON & MENK INC	AP ENG	2,272.50
BOMGAARS	SUPP	837.56
BOOK LOOK	LB BOOKS	636.54
BROWN SUPPLY CO	WA PIPE/EDGE	1,420.00
CAMPBELL SUPP CO	RN PAINT	279.61
CENTRAL IOWA SYSTEMS	RN SERV CALL	290.21
CHAD BLACK	RN INSTR	378.00
CHIEF	PD BADGE	296.70
CINTAS CORP	FIRST AID	233.21
CLEANING SOLUTIONS INC.	RN CLEAN	2,268.00
CLOUSER PLUMBING	WA VALVE	2,664.79
COBRAHELP	PA FEE	18.00
COMPASS MINERALS	WA SALT	10,545.10
COMPUTER CONCEPTS	LB FIREWALL	1,250.00
COUNTYWIDE ELECTRIC SERV	200 E STATE ELEC	474.59
CURT & KAREN MCATLIN	WA DEP REF	86.29
DAVE DESTIVAL	GCRSE REIMB	316.80
DAVIS AUTO COLLISION	SW REPRS	4,114.70
DEERY BROTHERS CHEVROLET	JFD BRACKETS	334.64
DEMCO	LB BK PROCESS	644.57
DIANE CONROY	606 S ELM-WINDOWS	1,765.50
DINO O'DELL	LB PERFORM	375.00
DOLL DISTRIBUTING	GCRSE BEER	1,174.70
DOLLAR GENERAL	LB SUPP	88.70
	CLUDD	467.40

Jefferson Park & Recreation Commission AGENDA

Wednesday, April 17, 2019 12:00 pm Greene County Community Center

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0.020	Lin	10	Order

- II. Roll Call
- III. Open Forum: This is a time for any concerned citizen to speak to the Board on an item that is not on the agenda. (Limit 3-5 minutes Awareness event
- IV. Approval of minutes for March
- V. Approval of minutes for March 28 workshop
- VI. Approval of bills for March 15-April 15
- VII. Old Business
 - a. Upgrading Computer System
 - b. Board goal Setting/Prioritization Facilitation Report
 - c. Replacement of the Simplex Fire Alarm System
 - d. Subcommittee for job descriptions
- VIII. New Business
 - a. Questioner Feedback Form
 - b. Guidelines for Coaches
- IX. Reports
 - a. Wellness Report
 - b. Program Report
 - c. Directors Report
 - d. Parks Report
- X. Adjournment-Next meeting Wednesday, May 15, 2019 at noon at the GCCC

FINANCIAL SERVICES AGREEMENT

I. Scope of Services.

(A) Services to be provided.

Piper Jaffray is engaged by the Client to provide services with respect to the planned issuance of the Client's General Obligation Corporate Purpose Bonds i(the "Project") n the approximate amount of \$2.6M, the proceeds of which will be used to fund Client's capital improvements projects for FY20 and FY21.

- (B) **Scope of Services.** The Client and Piper Jaffray intend and agree that the Scope of Services to be provided respecting the Issue(s) shall consist of the following:
 - 1. As requested by the Client, provide alternative debt retirement schedules including estimates of interest cost savings associated with the refinancing
 - 2. Comment on the value and recommend as to the use of credit ratings; coordinate the process securing credit rating
 - 3. Propose bond terms for the securities being sold
 - 4. Develop a timeline with respect to the issuance of proposed securities
 - Act as scrivener for the Client's official statement. Circulate drafts to the Client, its bond and disclosure counsel, and incorporate all of the Client's (and its bond and disclosure counsel's) input and modification to reflect the particular disclosure requirements for this Client and this type of security.
 - 6. Upon completion of the official statement by the Client, distribute Client's official statement to potential bidders via I-Deal.
 - 7. Respond to questions from underwriters
 - 8. Coordinate presentation to credit ratings agencies and insurers
 - 9. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
 - 10. Evaluate and recommend the bids received to the Client for consideration
 - 11. Prepare and submit post-sale analysis to Client, including but not limited to preparation of final debt maturities, cost of issuance summaries, pricing and debt service schedules, issue price and re-offering verification, bond yield verifications, weighted average maturity, and refunded bond statistics (WAM, savings, etc.).
 - 12. Coordinate the closing of the transaction
 - 13. Attend meetings of the Client's governing body, as requested

For Services Respecting Official Statement. The antifraud provisions of the federal securities laws apply to statements made by Clients, whether made in a Preliminary Official Statement, a final Official Statement, (collectively, "Offering Documents") on a website or in a rating agency presentation (if reasonably expected to reach investors) or if made by Clients in connection with secondary market information required to be disseminated under relevant contracts. Under Rule 10b-5 (adopted pursuant to Section 10(b) of the Securities Exchange Act of 1934), it is unlawful for any person, in connection with the disclosures made above, to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. The Client hereby acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with federal securities laws.

Piper Jaffray will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond counsel. Piper Jaffray will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and

Client will not designate Piper Jaffray as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption").

VI. Piper Jaffray's Regulatory Duties When Servicing the Client.

MSRB Rule G-42 requires that Piper Jaffray undertake certain inquiries or investigations of and relating to the Client in order for Piper Jaffray to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Jaffray know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Jaffray undertakes a determination of suitability of any recommendation made by Piper Jaffray to the Client, if any or by others that Piper Jaffray reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Jaffray any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Jaffray in carrying out these duties to inquire or investigate, including providing to Piper Jaffray accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Jaffray provide advice with regard to any recommendation made by a third party (and Piper Jaffray accepts such assignment), the Client will provide to Piper Jaffray written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses.

Piper Jaffray will be responsible for all of Piper Jaffray's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Jaffray for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

<u>The Client will reimburse Piper Jaffray</u> in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein at a cost of \$2,500.

In addition to the fees and expenses outlined in this section, the Client agrees engage competent Bond and Disclosure Counsel and to direct their Bond and Disclosure Counsel to provide Piper Jaffray, without limitation, copies of any due diligence efforts performed. Client shall direct Disclosure Counsel to address its 10(b)5 opinion, or a reliance letter therein (in form acceptable to Piper Jaffray) to Piper Jaffray. In the event that the Client either does not engage Disclosure Counsel, or Disclosure Counsel does not address its opinion, or reliance therein, to Piper Jaffray, the Client agrees to reimburse Piper Jaffray for the expense of an independent counsel to Piper Jaffray, and Client further agrees to take part in all reasonable requests for due diligence necessary for said Counsel to Piper Jaffray to render their opinion.

VIII. Term of Agreement.

The term of this Agreement shall begin on the date of execution set forth above and shall terminate on completion of the Project.

So long as Piper Jaffray is performing pursuant to this Agreement, the Client may not terminate this Agreement at any time prior to completion of the Project. In the event of non-performance on the part of Piper Jaffray, the Client shall first give written notice to Piper Jaffray of the specific event of non-performance, and shall allow Piper Jaffray 30-days to remedy the specific item of non-performance, prior to termination. If Piper Jaffray fails to remedy the specific item of non-performance within the prescribed 30-day period of time, then the Client may,

which is or becomes part of the public domain or is otherwise available to the public; (c) is provided by a third party not known by the Financial Services Provider to be under any obligation of confidentiality to the Client (d) is independently developed by the Financial Services Provider without recourse to the Confidential Information (e) was disclosed pursuant to Client's consent (f) is required to be disclosed pursuant to MSRB Rule G-47 or (g) is information included in a preliminary or final official statement which is compliant with SEC Rule 15c2-12.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be deemed to (a) restrict or affect the rights or ability of the Financial Services Provider to comply with all applicable disclosure laws, regulations and principles in connection with the offering and sale of securities by Client, (b) prevent the Financial Services Provider from retaining documents or other information in connection with the offering of securities by Client, including any document or other information disclosed to Client, or (c) restrict or affect the rights or ability of the Financial Services Provider to use any such documents or other information in investigating or defending itself against allegations or claims made or threatened by purchasers, regulatory authorities or others in connection with such an offering or sale of securities.

XIV. Limitation of Liability.

In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Jaffray or any of its associated persons, Piper Jaffray and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Jaffray to the Client. No recourse shall be had against Piper Jaffray for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Jaffray's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XV. Indemnification.

The Client will indemnify and hold harmless Piper Jaffray, each individual, corporation, partnership, trust, association or other entity controlling Piper Jaffray, any affiliate of Piper Jaffray or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that the Official Statement, the information about the Client or any information provided by the Client to the Underwriter included (as of any relevant time) or includes an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) arising out of or based upon the breach by the Client of any agreement, covenant or representation made in or pursuant to this Bond Issuance Resolution, Tax Exemption Certificate, or any purchase agreement between the Client and the purchaser of the Bonds

XVI. Official Statement.

The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Jaffray.

XVII. Notices.

Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served,

under or by reason of this Agreement.

XXIII. Authority.

Piper Jaffray & Co.

The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Diane Kennedy, City Clerk

The following individuals at Piper Jaffray have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Tim Oswald, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Ву:	
	Tim Oswald
Its:	Managing Director
Date:	
ACCEE	PTED AND AGREED:
AUULI	TED AND AGREED.
City of	Jefferson
Ву:	
	Diane Kennedy
lts:	City Clerk
Date:	

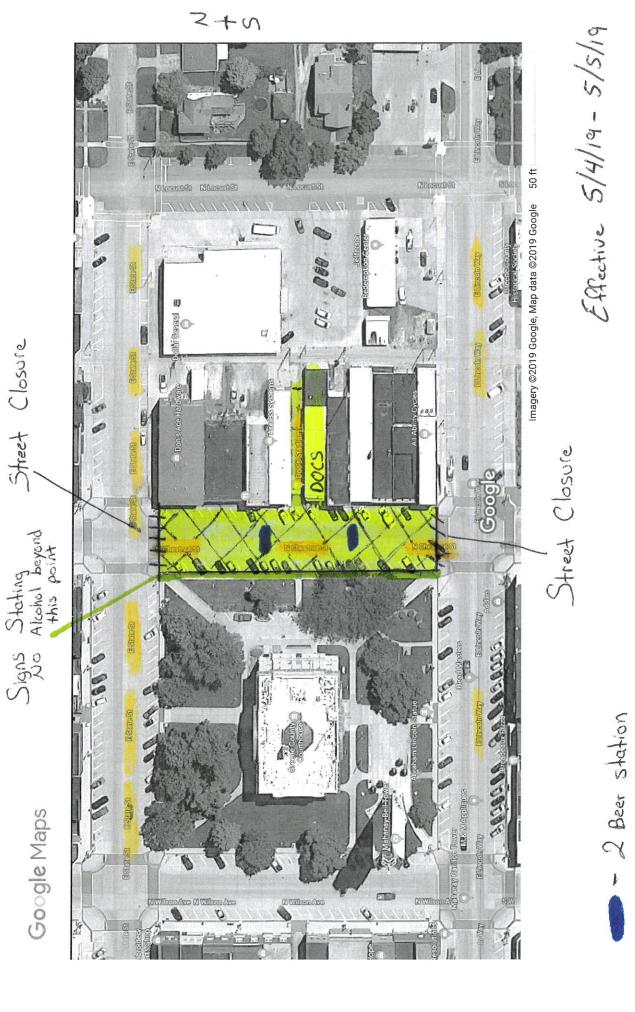
Piper Jaffray & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

(C) How to Access Form MA and Form MA-I Filings.

Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at http://www.sec.gov/edgar/searchedgar/companysearch.html. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.

(D) Future Supplemental Disclosures.

As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.



Liquor Served inside
but permitted to go outside
tenced in Area
https://www.google.com/maps/@42.0157906,-94.373298,138m/data=!3m1!1e3

From: Brett Cranston, CEO Docs Stadium Bar and Grill To: Mike Palmer, City Administrator Jefferson, IA.

CC: MBRS of City Counsel, City Attorney, Jefferson, IA., Hoyt

Law Firm

Subj: Docs Stadium "extended" outdoor services

On 04MAY2019, Docs Stadium will be hosting the 8th Annual Sleeping Angels Poker Run. This will take place between the hours of 1pm-4pm. There will be approximately 600 motorcycles participating in this event along with several motor vehicles. The estimation of individuals that will be attending the event will be 1200-1400.

We at Docs Stadium are requesting the 100 block of N. Chestnut to be closed during the event. I have spoken with Dave Morlan (Jefferson Public Works) about this and he will be providing the barricades and street closure signs on 5/3/2019. Docs Stadium will be responsible for placing the barricades up/down on 5/4/2019. I have also spoken with the Jefferson Police Department (Mark Clouse and Heath Enns) about traffic control during this event. Docs received approval from both city departments. Applied on 4/17/2019 for an extended outdoor service through the State of Iowa Alcohol Beverage Division (also renewal of annual license). Maps were given to the City Administer also on that day.

We have also contacted Jefferson Matters and the Greene County Chamber about this event. This is a great opportunity to bring members into this community for potential future business and to show case our town.

For more information about this organization, please go to: SleepingAngelsFoundation.com - 100% of all donations and proceeds stay in Iowa to help families. There is a local family that will be benefitting from this event.

Brett Cranston CEO, Docs Stadium