

AGENDA

COUNCIL MEETING
Tuesday, April 24, 2012
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. 4/10/12 Council minutes.
- B. Larry's Restaurant & Lounge, Class C Liquor License.
- C. Larry's Restaurant & Lounge, Class C Liquor License (Outdoor service for 6-9-12 Bell Tower bike show)

IV. NEW BUSINESS:

- A. Public hearing for sale of bonds on proposed action to issue General Obligation Urban Renewal Corporate Purpose Bonds in a principal amount not to exceed \$2,400,000.
- B. Resolution authorizing issuance of General Obligation Urban Renewal Corporate Purpose Bonds in a principal amount not to exceed \$2,400,000.
- C. Annual update from Annette Renaud of Alliant Energy
- D. GCDC presentation for development of business parks
- E. Approval of change order #1 for downtown reconstruction options.
- F. Resolution approving license agreement for use of NSP property at 709 West Lincoln Way.
- G. Resolution approving license agreement for use of NSP property at 607 West Lincoln Way.
- H. Treasurers Report

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 4/24/12

NEW BUSINESS

- A. Public hearing for sale of bonds on proposed action to issue General Obligation Urban Renewal Corporate Purpose Bonds in a principal amount not to exceed \$2,400,000.**
- B. Resolution authorizing issuance of General Obligation Urban Renewal Corporate Purpose Bonds in a principal amount not to exceed \$2,400,000.**
The bond issuance would be for the City's share of the overpass project, a portion of the costs for the downtown reconstruction project and potential cost associated with establishing a railroad quiet zone.
- C. Annual update from Annette Renaud of Alliant Energy.**
- D. GCDC presentation for development of business parks.** Representatives of GCDC will be at the meeting to overview concept plans, costs and a timeline for the construction of two vacant properties owned by GCDC on the north side of Jefferson.
- E. Approval of Change order #1 for downtown reconstruction options.** There are five options in the downtown plan that were bid separately from the base bid.

Options A&B	Additional lighting on courthouse square
Option C	Brick interpretive columns. Intake frames and grates
Option D	Sound system
Option E	Pedestrian ramp to Bell Tower.

- F. Resolution approving license agreement for use of NSP property at 709 West Lincoln Way.** The agreement would be with Paul Tucker to use the NSP property as garden. The attached agreement is the standard format being utilized for the vacant properties.
- G. Resolution approving license agreement for use of NSP property at 607 West Lincoln Way.** The agreement would be with The Central Christian Church to use the NSP property as garden.
- H. Treasurers Report**

LICENSE TO USE PROPERTY FOR GARDEN

This License Agreement (the "**License**") is dated _____, and is between the CITY OF JEFFERSON, of 220 N. Chestnut Street, Jefferson, IA 50129 (the "**City**"), and PAUL TUCKER, of _____, IA _____ (the "**Licensee**").

1. **Grant of License.** In consideration of the mutual covenants and agreements set forth herein City hereby grants to Licensee the right, privilege and permission to use the following described property:

Lot Five (5), in Block One (1), in Jefferson Land & Loan Company's First Addition to Jefferson, Greene County, Iowa

(the "**Real Estate**"), located at 709 West Lincoln Way, Jefferson, Iowa, for the limited and sole purpose of planting a vegetable and/or flower garden thereon.

2. **Term.** The initial term of this License shall be for one year, commencing April 1, 2012, and ending March 31, 2013. City and Licensee may agree to extend the term of this License, but Licensee has no right to any extension or renewal. An extension or renewal, if any, shall be in City's sole discretion which it may exercise for any reason, including without limitation Licensee's compliance with the terms and conditions of this License.

3. **Use of Real Estate.** Licensee shall conduct his activities on the Real Estate in a manner consistent with good horticultural and gardening practices, shall do what is necessary to control soil erosion and shall abstain from any practice which will cause damage to the Real Estate. Licensee shall timely control all weeds, including noxious weeds, shall keep the Real Estate neatly mowed and in a clean and neat condition. The Licensee will also be responsible for removal of snow from sidewalks adjoining the Real Estate in the manner required of an owner of property under the Jefferson Code of Ordinances. Licensee agrees that he will not place or maintain a structure or building of any kind on the Real Estate and that he will not store or allow to remain located on the Real Estate any equipment or other personal property.

4. **Location of Garden.** Licensee agrees that he will not plant a garden on those parts of the Real Estate where the location of a building would be prohibited because of zoning set back requirements, unless otherwise approved by the Building and Zoning Official.

5. **Compliance with Laws.** Licensee shall comply with any and all laws, statutes, ordinances and regulations, federal, state, county or municipal, now or hereafter in force, relating to Licensee's use of the Real Estate, including without limitation applicable environmental laws and regulations concerning the application and handling of chemicals and fertilizers. Chemicals may not be stored on the Real Estate and Licensee will exercise care to apply chemicals in a manner which will not harm or damage vegetation on other property.

6. **Sole Use.** Licensee agrees that he will not allow or permit any other person to enter upon or use the Real Estate for any purpose whatsoever other than to assist with the specific purposes set forth in this License. This License shall inure only to the benefit of Licensee and may not be assigned or transferred by him to any other person.

7. **City Right to Terminate.** City reserves the right to terminate and revoke this License at any time, provided that if Licensee has expended money for planting a garden on the Real Estate then he shall have the right to harvest the produce from his garden, provided he is not in default under any of the other terms and provisions of this License.

8. **Rights as Licensee.** Licensee acknowledges and agrees that his rights in the Real Estate are of a Licensee only as provided in this License and that this agreement does not constitute a lease, an easement or provide him with any other rights with respect to the Real Estate except as specifically set forth herein. Subject to the provisions of this License, City reserves full ownership and right to possess, maintain and govern the use of the Real Estate.

9. **Indemnification.** Licensee shall indemnify, defend and hold City harmless from and against any claims, liability, damages, penalties, losses or expenses which may be made against City or incurred or paid by City as a result of any injury to person or property sustained by anyone as a result of Licensee's use of the Real Estate or resulting from any act or omission of Licensee or his agents, employees, visitors or invitees, or any failure by Licensee to perform any obligation required of him under this License.

10. **Insurance.** During the duration of this License, Licensee, at his sole cost and expense, shall maintain comprehensive general public liability insurance coverage providing bodily injury, including death, personal injury and property damage coverage with combined single limit of at least \$_____ per occurrence and a general aggregate limit of at least \$_____, which shall name City as an additional insured. Upon request, Licensee shall furnish City with a certificate of insurance evidencing the required coverage. Licensee shall also carry and maintain other insurance coverage customary for the type of activity he will be engaging in upon the Real Estate, including without limitation property insurance, worker's compensation and unemployment insurance.

11. **Default by Licensee.** If Licensee fails to perform any obligation, covenant or agreement contained in this License, then City may immediately terminate this License.

IN WITNESS WHEREOF, the parties have signed this License as of the date shown in the introductory paragraph.

CITY OF JEFFERSON

Paul Tucker

By: _____
Craig J. Berry, Mayor

Attest:

Diane M. Kennedy, City Clerk