

# AGENDA

## COUNCIL MEETING

Tuesday, December 14, 2021

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. Limit of 3-5 minutes per speaker.

### III. CONSENT ITEMS:

- A. 11/23/21 regular Council minutes.
- B. Cancel the regular Council Meeting on December 28, 2021
- C. Approval of monthly bills.

### IV. NEW BUSINESS:

- A. Public Hearing for review of wastewater treatment facility project and State Revolving Loan (SRF) application for improvements.
- B. Consider approval of second reading of ordinance rezoning the property located in Lots 6, 7, 8, 9, and 10, in Block 5; and Lots 6, 7, and 8 in Block 6; and Parcel A of Lot 9, in Block 6; locally known as 808, 806, 804, 802, 800, 708, 706, and 704 W Lincoln Way; from Residential Single-Family – 6 (RS-6) to Residential Multi-Family – 4 (RM-4).
- C. Consider third reading of an ordinance establishing voting precincts in the City of Jefferson.
- D. Appointment of Larry Rodgers as Jefferson Firefighter
- E. Consider approval of resolution approving 5-year Capital Improvement Plan and match funding for the Airport Improvement Project.
- F. Consider approval of health insurance plan.
- G. Consider approval of economic development forgivable loan agreement for VFW Post 9599 regarding 109 N. Chestnut Street.
- H. Consider approval of Change Order No. 1 of \$1,681.00 (increase) to TK Concrete, Inc for 2021 Alley Improvements project adjustment to final quantities.
- I. Consider approval of Pay Request No. 3 & Final for final adjustments and release of retainage in the amount of \$8,632.09.
- J. Consider approval of resolution of Final Acceptance and Certificate of Completion for the 2021 Alley Improvement project.
- K. Consider approval of Resolution Approving Plat of survey of the East 21' of 806 W Lincoln Way.
- L. Consider approval of Resolution Proposing the sale of the East 21 feet of 806 W. Lincoln Way and setting public hearing.
- M. Consider approval of Resolution Proposing the sale for 808 W Lincoln Way and 806 W Lincoln Way EXCEPT the East 21 feet and setting public hearing.
- N. Consider approval of Resolution Proposing the sale of property located at 407 W. Lincoln Way and setting hearing.
- O. Consider approval of Resolution Proposing the sale of property located at 105 and 107 South Olive Street and setting hearing.

### V. REPORTS:

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

### VI. ADJOURN.

## AGENDA SUMMARY

DATE 12/14/21

### NEW BUSINESS

- A. **Public Hearing for review of wastewater treatment facility project and State Revolving Loan (SRF) application for improvements.**
- B. **Consider approval of second reading of ordinance rezoning the property** located in Lots 6, 7, 8, 9, and 10, in Block 5; and Lots 6, 7, and 8 in Block 6; and Parcel A of Lot 9, in Block 6; locally known as 808, 806, 804, 802, 800, 708, 706, and 704 W Lincoln Way; from Residential Single-Family – 6 (RS-6) to Residential Multi-Family – 4 (RM-4).
- C. **Consider third reading of an ordinance establishing voting precincts in the City of Jefferson.**
- D. **Appointment of Larry Rodgers as Jefferson Firefighter.**
- E. **Consider approval of resolution approving 5-year Capital Improvement Plan and match funding for the Airport Improvement Project.** Annual function for project planning and funding. Attached
- F. **Consider approval of health insurance plan.** Every year the City has a health insurance broker review the City coverage for health insurance and obtain proposals. This year the proposal for the provider (Wellmark), coverage, deductibles and premiums remained the same as last year. The total amount of annual premiums for health insurance is \$560,519.
- G. **Consider approval of economic development forgivable loan agreement for VFW Post 9599 regarding 109 N. Chestnut Street.** Attached is the agreement for a four year forgivable loan of \$42,800 for roof repairs
- H. **Consider approval of Change Order No. 1 of \$1,681.00 (increase) to TK Concrete, Inc for 2021 Alley Improvements project adjustment to final quantities.** Attached
- I. **Consider approval of Pay Request No. 3 & Final for final adjustments and release of retainage in the amount of \$8,632.09.** Attached
- J. **Consider approval of resolution of Final Acceptance and Certificate of Completion for the 2021 Alley Improvement project.**
- K. **Consider approval of Resolution Approving Plat of survey of the East 21' of 806 W Lincoln Way.** Attached
- L. **Consider approval of Resolution Proposing the sale of the East 21 feet of 806 W. Lincoln Way and setting public hearing.**
- M. **Consider approval of Resolution Proposing the sale for 808 W Lincoln Way and 806 W Lincoln Way EXCEPT the East 21 feet and setting public hearing.**
- N. **Consider approval of Resolution Proposing the sale of property located at 407 W. Lincoln Way and setting hearing.**
- O. **Consider approval of Resolution Proposing the sale of property located at 105 and 107 South Olive Street and setting hearing.**

COUNCIL MEETING  
NOVEMBER 23, 2021  
5:30 P.M.

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

Mayor Gordon presided..

No citizens spoke during Open Forum.

On motion by Ahrenholtz, second by Sloan, the Council approved the following consent agenda: November 9, 2021 Council Minutes, Reimbursement of \$2,000 for replacement of sidewalk at 301 East Madison Street, and Reimbursement of \$1,050 for replacement of sidewalk at 101 East Harrison Street.

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

Swearing in of the newly elected Council members for 4 yr term were Harry Ahrenholtz, Darren Jackson, and Pat Zmolek by Mayor Gordon.

On motion by Sloan, second by Zmolek, the Council approved of hiring Michael Teeples for Water Operator at the salary of \$40,476.80/yr effective November 29, 2021.

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

This was the time and place for the Public Hearing on Rezoning of property located in Lots 6, 7, 8, 9, and 10, in Block 5; and Lots 6, 7, and 8 in Block 6; and Parcel A of Lot 9, in Block 6; locally known as 808, 806, 804, 802, 800, 708, 706, and 704 W Lincoln Way; from Residential Single-Family – 6 (RS-6) to Residential Multi-Family – 4 (RM-4). Mayor Gordon called for any oral or written comments and there were none. On motion by Sloan, and second by Wetrich, the Council closed the Public Hearing.

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

On motion by Ahrenholtz, second by Zmolek, the Council approved the first reading of an ordinance on Lots 6, 7, 8, 9, and 10, in Block 5; and Lots 6, 7, and 8 in Block 6; and Parcel A of Lot 9, in Block 6; locally known as 808, 806, 804, 802, 800, 708, 706, and 704 W Lincoln Way; Residential Single-Family – 6 (RS-6) to Residential Multi-Family – 4 (RM-4).

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

On motion by Sloan, and second by Zmolek, the Council approved the second reading of an ordinance pertaining to amending voting precincts in City of Jefferson.

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

The quarterly report with Jefferson Matters: A Main Street & Chamber Community was held to update the Council on activities.



**FIVE-YEAR AIRPORT  
CAPITAL IMPROVEMENT PROGRAM (CIP)**  
Attach additional sheets if necessary.

Airport name, LOCID, city, state Jefferson Municipal, EFW, Jefferson, Iowa

Prepared by Bolton and Menk

Sponsor's email michaelp@cityofjeffersoniowa.org

Date prepared 11/17/2021

Sponsor's signature \_\_\_\_\_

Sponsor's phone (515) 386-3111

Printed name Michael Palmer

FY	Detailed project/scope description	Funding source	Total estimated cost
2023	100' x 100' Hangar Apron and Site Work (Iowa DOT Funded)	Federal \$ State \$127,500 Local \$22,500 Total \$150,000	
2023	Fueling System Improvements (Iowa DOT Funded)	Federal \$ State \$348,500 Local \$61,500 Total \$410,000	
2025	New Vault and Electrical Equipment	Federal \$270,000 State \$ Local \$30,000 Total \$300,000	
2026	Runway Crack and Joint Sealing	Federal \$330,000 State \$ Local \$36,667 Total \$366,667	
		Federal \$ State \$ Local \$ Total \$	

## ECONOMIC DEVELOPMENT FORGIVABLE LOAN AGREEMENT

This Economic Development Forgivable Loan Agreement is dated \_\_\_\_\_, and is between the City of Jefferson, Iowa (the “**City**”), and VFW Post 9599, an Iowa non-profit company (the “**Developer**”).

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

Developer owns property in the downtown area of Jefferson located at 109 N. Chestnut Street, legally described as follows:

The South One-third (S1/3) of Lot One Hundred Forty-five (145), in Block Eighteen (18), in the Original Town (now city) of Jefferson, Greene County, Iowa

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

Developer plans to make renovations and improvements to the property in the approximate amount of \$42,800.00 to repair the roof (the “**Project**”). Developer also plans to make renovations and improvements to the façade of the property which is a condition of this Agreement as set out herein.

Developer has requested the City to make it a \$42,800.00 economic development forgivable loan to cover its costs, which City is willing to do in accordance with the terms of this Agreement.

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

The parties therefore agree as follows:

1. **Loan Terms.** (a) The Loan. Subject to and on the terms set forth in this Agreement City agrees to lend to Developer and Developer agrees to borrow from City the sum of \$42,800.00 (the “**Loan**”). The proceeds of the Loan shall be used only for the purpose of making renovations and improvements to the Development Property for the Project.

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

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

(d) **Payment Terms; Forgivable.** The Loan is a forgivable loan, the principal of which, subject to Developer's fulfillment of the terms of this Agreement, will be forgiven by the City in 4 equal annual installments of \$10,700.00 each beginning on January 1, 2023.

(e) **Note.** At the time of closing Developer shall execute and deliver to City its \$42,800.00 promissory note, a copy of which is attached to this Agreement as Exhibit A (the "**Note**").

2. **Security.** As security for the repayment of the Loan and for Developer's performance under this Agreement, Developer shall provide to City a mortgage covering the Development Property, which mortgage shall be a first lien against such property (the "**Mortgage**").

3. **Conditions Precedent.** City's obligation to complete the transaction contemplated by this Agreement shall be subject to the satisfaction of the following conditions precedent:

(a) City shall have received the Note and the Mortgage.

(b) Borrower shall complete and deliver to City a Form W-9 certifying its federal tax classification and tax identification number.

(c) **Correctness of Warranties.** All representations and warranties contained in this Agreement or otherwise made to City in connection with this Agreement shall be true and correct.

(d) **No Event of Default.** There shall exist no Event of Default, as defined in this Agreement, and no condition, event or act which, with notice or lapse of time, or both, would constitute an Event of Default.

4. **Affirmative Covenants.** Developer covenants and agrees that, until all indebtedness of Developer to City is paid in full or forgiven, unless specifically waived in writing by City:

(a) **Pay Indebtedness and Perform Other Covenants.** Developer shall (i) make full and timely payment of the principal and other payments coming due under the Loan covered by this Agreement, and (ii) comply with all the terms and covenants contained in each instrument and document given to City in connection with or pursuant to this Agreement.

(b) **Use of Loan Proceeds.** The Developer shall promptly use the proceeds of the Loan only in the manner and exclusively for the purposes set forth in this Agreement

(c) **Return of Loan Proceeds.** Developer shall return to City as a prepayment on the Note all proceeds of the Loan which have not been expended by Developer for authorized Loan purposes before the second anniversary of the date of the initial advance of the proceeds of the Loan from City to Developer, or such later date as City in its discretion may approve in writing.



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

(e) Façade Improvements. Developer agrees to apply for and complete a façade project through the City's façade improvement program. The façade project shall be applied for by the first anniversary of the funding of the Loan contemplated in this Agreement. If the grant is received, the façade project shall be completed by the second anniversary of the funding of the Loan contemplated in this Agreement.

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

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

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

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

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

(a) Company Status. The Developer has been duly formed and is validly existing as a non-profit entity in good standing under the laws of the State of Iowa, with perpetual existence, and with the power and authority to perform its obligations under this Agreement.

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

(c) No Conflict. The execution or the delivery by the Developer of this Agreement, the Note, and the other loan documents, and the consummation of the transactions

contemplated herein or therein, and the fulfillment by the Developer of the terms hereof or thereof do not conflict with or violate, result in a breach of or constitute a default under any term or provision of the organizational documents of the Developer or any law or regulation or any order now applicable to the Developer of any court, regulatory body having jurisdiction over the Developer, or the terms of any indenture, deed of trust, mortgage, note, Agreement or instrument to which the Developer or any of its properties is bound. The Developer has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.

(d) **No Approval Required.** No approval, authorization, consent, order, registration, filing, qualification, license or permit of or with any state or federal court or governmental agency or body having jurisdiction over the Developer is required by the Developer for the consummation by the Developer of the transactions contemplated by this Agreement and the Note, except such as have been obtained.

(e) **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, this Agreement or the Note which, if adversely determined, would have a material adverse effect on the Developer's ability to perform its obligations under this Agreement or the Note.

(f) **Submissions to City.** All information, reports and other papers and data furnished to City by the Developer concerning the application for the Loan 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 Loan 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.

(g) **Tax Liability.** Developer has filed all required tax returns, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessment received by it.

(h) **Information Complete.** None of the information prepared and provided by Developer in connection with this transaction or any of the representations and warranties set forth in this Agreement contain any untrue statement of material fact or fail to state a material fact necessary to make the statements contained herein, in light of the circumstances in which they were made, not misleading.

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

(i) The failure to make any payment of principal under the Note given pursuant to this Agreement when and as the same shall become due and payable, or the failure to make any other payments required under the Note, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise, and such failure shall continue for



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

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

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

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

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

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

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

(viii) The filing by any of the creditors of Developer of a petition in bankruptcy against Developer or a petition for reorganization of Developer pursuant to the Federal Bankruptcy Code or any similar law, federal or state, and the same is not discharged within ninety (90) days after the date of filing thereof. Default in the performance, or breach, of any covenant or agreement of the Developers under the \$42,800.00 Note or \$42,800.00 Mortgage given pursuant to this Agreement.

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

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

(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, or in the Note or any instrument or document delivered in connection with or pursuant to this Agreement, 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 such documents 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.

8. **Miscellaneous.** (a) Collection Costs and Attorneys' Fees. If either party files suit to collect, enforce, or protect its interest with respect to this Agreement, the Note or any instrument or document delivered pursuant to this Agreement, or as to any collateral securing the Note, the non-prevailing party in such suit shall pay all of the costs and expenses of such collection, enforcement, or protection, including reasonable attorneys' fees and the prevailing party may take judgment for all such amounts in addition to any other amounts due and owing under the Loan documents.

(b) Modification and Waiver. No modification or waiver of any provision of this Agreement, of the Note, or of any other instrument or document delivered pursuant to 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:

VFW Post 9599  
Attn: Post Commander  
109 N Chestnut  
Jefferson, IA 50129

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

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

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

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

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

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

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

VFW POST 9599

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF JEFFERSON

By: \_\_\_\_\_  
Matt Gordon, Mayor

Attest: \_\_\_\_\_  
Roxanne Gorsuch, City Clerk

PROMISSORY NOTE

\$42,800.00

Jefferson, Iowa  
\_\_\_\_\_, 20\_\_

For value received, the undersigned, VFW Post 9599, an non-profit company, (the “**Borrower**”), promises to pay to the order of the City of Jefferson (the “**City**”), the principal sum of \$42,800.00, with no interest, on \_\_\_\_\_, 20\_\_.

Pursuant to that certain Economic Development Forgivable Loan Agreement between the City and Borrower dated \_\_\_\_\_ (the “**Agreement**”), the City has made a forgivable loan to the Borrower in the principal amount of \$42,800.00 (the “**\$42,800.00 Forgivable Loan**”), the proceeds of which are to be used for the renovation and improvement of a building located at 109 N Chestnut St in Jefferson, Iowa, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

This \$42,800.00 Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

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

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

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

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

This Note is secured by a real estate mortgage covering property located at 109 N Chestnut Street in Jefferson, Iowa.

VFW POST 9599

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

## CHANGE ORDER

No. 1

PROJECT: 2021 ALLEY IMPROVEMENTS

DATE OF ISSUANCE: NOVEMBER 24, 2021

EFFECTIVE DATE: DECEMBER 14, 2021

OWNER: CITY OF JEFFERSON, IOWA

ENGINEER'S Project No.: 0A1.123075

CONTRACTOR: TK CONCRETE, INC

ENGINEER: BOLTON & MENK, INC.

You are directed to make the following changes in the Contract Documents:

**Description:**

Adjustment of final quantities.

**Reason for Change Order:**

Reconciliation of Contract Quantities

**Attachments (List documents supporting change):**

Exhibit A – Changed Items

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price  <b>\$142,079.00</b>	Original Contract Times Substantial Completion : ___ days or dates Ready for final payment : _____ days or dates
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u>  <b>\$0.00</b>	Net changes from previous Change Orders No. ___ to No. ___  <b>0</b> days
Contract Price Prior to this Change Order  <b>\$142,079.00</b>	Contract Times prior to this Change Order Substantial Completion : ___ days or dates Ready for final payment : _____ days or dates
Net <b>Increase</b> / Decrease of this Change Order  <b>\$1,681.00</b>	Net <b>Increase</b> (Increase/Decrease/ <b>No Change</b> ) of this Change Order  <b>0</b> days
Contract Price with all approved Change Orders  <b>\$143,760.00</b>	Contract Times with all approved Change Orders Substantial Completion: _____ days or dates Ready for final payment : _____ days or dates

RECOMMENDED:

APPROVED:

ACCEPTED/DocuSigned by:

By: James D. Leiding  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: Jason Mallicoat  
Contractor (Authorized Signature)

Date: November 24, 2021

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

Date: **November 29, 2021**

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

0A1.123075 – City of Jefferson, Iowa  
Jefferson 2021 Alley Improvements

Change Order  
Page 1



<b>CONTRACTOR'S PAY REQUEST</b> 2021 ALLEY IMPROVEMENTS CITY OF JEFFERSON, IOWA BMI PROJECT NO. 0A1.123075 PAY ESTIMATE NO. 2	<u>3 &amp;Final</u>	<b>DISTRIBUTION:</b>
		CONTRACTOR (1)
		OWNER (1)
		ENGINEER (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS		\$143,760.00
TOTAL, COMPLETED WORK TO DATE		\$143,760.00
TOTAL, STORED MATERIALS TO DATE		\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS		\$143,760.00
RETAINED PERCENTAGE ( 0% )		\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)		\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE		\$143,760.00
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		\$135,127.91
PAY CONTRACTOR AS ESTIMATE NO. <u>3 &amp;Final</u> <u>11/24/2021</u>		\$8,632.09

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 applicable provisions of the Iowa Administrative Code have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: TK CONCRETE, INC.  
 1608 FIFIELD ROAD  
 PELLA, IOWA 50219

By Jason Mallicoat Supervisor  
DocuSigned by: 3014382E9A486... Title

Date November 29, 2021

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  
DocuSigned by: James D. Leiding, P.E.

Date November 29, 2021

APPROVED FOR PAYMENT:

OWNER: CITY OF JEFFERSON, IOWA

By \_\_\_\_\_ Mayor  
 Name: Matt Gordon Title Date

And \_\_\_\_\_ City Clerk  
 Name: Roxanne Gorsuch Title Date

**FINAL ACCEPTANCE  
AND  
CERTIFICATE OF COMPLETION**

2021 Alley Improvements Project  
City of Jefferson, Iowa

TK CONCRETE, INC.  
1608 Fifield Road  
Pella, IA 50219

I hereby declare that this project has been completed in substantial compliance with the plans, specifications, contract documents, and change orders governing this project and recommend that the work completed be accepted by the Owner, with the following exceptions and conditions:

**Exceptions – None**

Date of Final Completion – December 2, 2021

The undersigned accepts the work constructed under the conditions and guarantee of the contract with the exceptions noted above.

The final contract amount is \$143,760.00

Dated this 14<sup>th</sup> of December 2021

Recommended by Engineer, Bolton & Menk, Inc.

By James D. Leiding  
James D. Leiding, P.E.  
Bolton & Menk, Inc.

Accepted by Owner, City of Jefferson

By \_\_\_\_\_  
Matt Gordon Mayor Date

Attest \_\_\_\_\_  
Roxanne Gorsuch City Clerk Date

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

A RESOLUTION APPROVING  
PLAT OF SURVEY FOR THE EAST 21 FEET  
OF 806 W LINCOLN WAY

WHEREAS, the City Council of Jefferson has been requested to approve a plat of survey prepared by Luke D. Ahrens of Bolton & Menk, Inc., dated November 24, 2021, covering the following described property:

The East 21 Feet of Lot 7, Block 5, in Jefferson Land & Loan Company's Second Addition, City Jefferson, Greene County, Iowa;

located adjacent to 804 W Lincoln Way, in Jefferson, Iowa; and

WHEREAS, the City of Jefferson is the current owner of the land described in the proposed plat of survey and has provided the information required by Section 166.22 of the Code of Ordinances of the City of Jefferson; and

WHEREAS, the City Engineer and City Administrator have recommended that said plat be approved; and

WHEREAS, based on its review of the plat and the information provided the City Council finds that the plat should be approved.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. The plat of survey described above prepared by Luke D. Ahrens of Bolton & Menk, Inc., dated November 24, 2021, is hereby approved.

Section 2. The Mayor, City Clerk and City Administrator are authorized and directed to execute such instruments as may be necessary to confirm the approval of this plat of survey and to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 3. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on December 14, 2021.

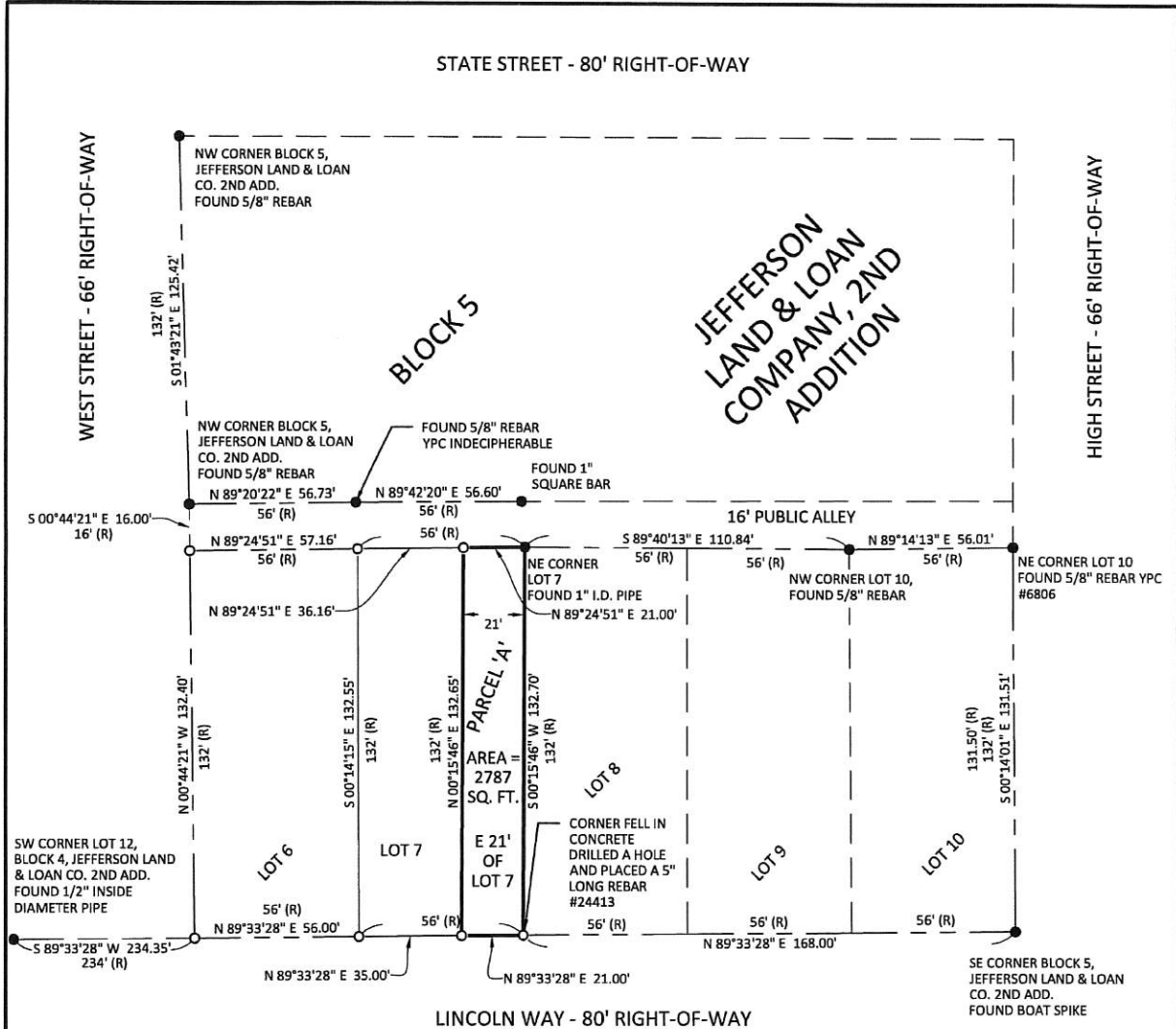
\_\_\_\_\_  
Matt Gordon, Mayor

Attest:

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

INDEX LEGEND	
LOCATION	LOT 7, BLOCK 5, JEFFERSON LAND & LOAN COMPANY'S, 2ND ADD., CITY OF JEFFERSON, GREENE COUNTY, IA
REQUESTOR:	CITY OF JEFFERSON
PROPRIETOR:	CITY OF JEFFERSON
SURVEYOR:	LUKE D. AHRENS, P.L.S. #24413
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	LUKE D. AHRENS, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100

FOR RECORDER USE ONLY



NOTES:

1. THIS PLAT MEETS OR EXCEEDS IOWA CODE 355
2. THIS PLAT IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
3. BEARINGS SHOWN ARE FROM THE IOWA REGIONAL COORDINATE SYSTEM - ZONE 7, US SURVEY FOOT.
4. RECORD DIMENSIONS ARE FROM:
  - A. THE PLAT OF JEFFERSON LAND & LOAN COMPANY'S SUBDIVISION, SECOND ADDITION B. BOOK 65, PAGE 807

LEGAL DESCRIPTION - PARCEL 'A':

A PARCEL OF LAND LOCATED IN LOT 7, BLOCK 5, JEFFERSON LAND & LOAN COMPANY'S SECOND ADDITION, CITY OF JEFFERSON, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 21 FEET OF SAID LOT 7.

LEGEND:

- FOUND MONUMENT AS NOTED
- SET 1/2"X24" REBAR WITH PINK PLASTIC CAP #24413 (UNLESS OTHERWISE NOTED)
- (R) RECORDED DIMENSION
- YPC YELLOW PLASTIC CAP
- I.D. INSIDE DIAMETER



I hereby certify that this land surveying document was prepared by me and the related field 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.

*Luke Ahrens*

LUKE D. AHRENS, P.L.S.  
REG. NO. 24413 DATE: 2021-11-24  
MY LICENSE RENEWAL DATE IS 12/31/2023  
PAGES ON SHEETS COVERED BY THIS SEAL: 1  
THIS SHEET

**PLAT OF SURVEY - PARCEL 'A'**

EAST 21' OF LOT 7, BLK 5, JEFFERSON LAND & LOAN COMPANY'S, 2ND ADD., CITY OF JEFFERSON, IA

**BOLTON & MENK**

1519 BALTIMORE DRIVE  
AMES, IOWA 50010  
(515) 233-6100

SHEET

1 OF 1

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

A RESOLUTION PROPOSING SALE OF PROPERTY CONSISTING  
OF THE EAST 21 FEET OF 806 W LINCOLN WAY  
AND SETTING PUBLIC HEARING

WHEREAS, the City of Jefferson previously acquired ownership of property located at 806 W Lincoln Way, in Jefferson; and

WHEREAS, the City of Jefferson approved of a Plat of Survey prepared by Luke D. Ahrens of Bolton & Menk, Inc. for the East 21 Feet of 806 W Lincoln Way, legally described as follows:

The East 21 Feet of Lot 7, Block 5, in Jefferson Land & Loan Company's Second Addition, City Jefferson, Greene County, Iowa,

(the "Property"); and

WHEREAS, the City has received from Craig A. Kinsey and Polly A. Kinsey a proposal to purchase the Property pursuant to the terms and provisions of a Real Estate Purchase and Sale Agreement (the "**Purchase and Sale Agreement**") that is now before this Council; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that such sale be made; and

WHEREAS, before the city may proceed with such proposal it is necessary that notice of this proposal be published and that public hearing be held in accordance with the Iowa Code.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. The City of Jefferson proposes to sell the Property to Craig A. Kinsey and Polly A. Kinsey for the sum of \$500.00 in accordance with the terms and provisions of the Purchase and Sale Agreement now before the Council.

Section 2. The City Council shall meet at the Municipal Center in Jefferson, Iowa, on January 11, 2022, at 5:30 p.m., at which time and place a public hearing shall be held on the proposal, at which hearing all local residents who appear shall be given an opportunity to express their views for or against the proposal.

Section 3. The City Clerk of the City of Jefferson is hereby directed to publish notice of this proposal and of the public hearing and the proposal one time, not less than four days nor more than twenty days before the date of the meeting, in the Jefferson Herald, a legal newspaper published and having a general circulation within the City of Jefferson.

Section 4. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.



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

A RESOLUTION PROPOSING SALE OF PROPERTY CONSISTING  
OF 808 & THE WEST PORTION OF 806 W LINCOLN WAY  
AND SETTING PUBLIC HEARING

WHEREAS, the City of Jefferson previously acquired ownership of property located at 808 and 806 W Lincoln Way, in Jefferson, legally described as:

Lot Six (6), in Block Five (5), in Jefferson Land & Loan Company's Second Addition to Jefferson, Greene County, Iowa,

AND

Lot Seven (7) EXCEPT the East Twenty-one (21) Feet thereof, in Block Five (5), in Jefferson Land & Loan Company's Second Addition to Jefferson, Greene County, Iowa;

(the "Property"); and

WHEREAS, the City has received from Justin Towers a proposal to purchase the Property pursuant to the terms and provisions of a Real Estate Purchase and Sale Agreement (the "**Purchase and Sale Agreement**") that is now before this Council; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that such sale be made; and

WHEREAS, before the City may proceed with such proposal it is necessary that notice of this proposal be published and that public hearing be held in accordance with the Iowa Code.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. The City of Jefferson proposes to sell the Property to Justin Towers for the sum of \$250.00 in accordance with the terms and provisions of the Purchase and Sale Agreement now before the Council.

Section 2. The City Council shall meet at the Municipal Center in Jefferson, Iowa, on January 11, 2022, at 5:30 p.m., at which time and place a public hearing shall be held on the proposal, at which hearing all local residents who appear shall be given an opportunity to express their views for or against the proposal.

Section 3. The City Clerk of the City of Jefferson is hereby directed to publish notice of this proposal and of the public hearing and the proposal one time, not less than four days nor more than twenty days before the date of the meeting, in the Jefferson Herald, a legal newspaper published and having a general circulation within the City of Jefferson.



## REAL ESTATE PURCHASE AND SALE AGREEMENT

This real estate purchase and sale agreement is dated \_\_\_\_\_, and is between the City of Jefferson, of 220 N. Chestnut St., Jefferson, IA 50129 (the “**Seller**”), and Justin Towers, of 102 Deer Run Rd, Jefferson, IA 50129 (the “**Buyer**”).

The parties agree as follows:

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

Lot Six (6), in Block Five (5), in Jefferson Land & Loan Company’s Second Addition to Jefferson, Greene County, Iowa,

AND

Lot Seven (7) EXCEPT the East Twenty-one (21) Feet thereof, in Block Five (5), in Jefferson Land & Loan Company’s Second Addition to Jefferson, Greene County, Iowa;

(locally known as 808 W Lincoln Way and the West part of 806 W Lincoln Way respectively) 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 \$250.00 (the “**Purchase Price**”), the balance of which, subject to any adjustments required under this agreement, shall be paid at the time of closing to Hoyt & Morain Law Firm, of Jefferson, Iowa, as settlement agent for Seller and Buyer.

3. **Combination of Parcels.** As a condition of this agreement Buyer agrees to combine the two lots that make up the Property as described above for both zoning and tax purposes and that there will be no separate mortgage, sale, or transfer of the two lots. The parties agree to execute and record at the time of closing of this sale a Declaration Combining Parcels of Real Estate for Zoning and Tax Purposes in substantially similar form as that which is attached as Exhibit A to this agreement.

4. **Construction of Duplex.** As a further condition of this agreement Buyer agrees to construct a duplex or other form of multi-family housing on the Property. Such constructions shall commence within twelve (12) months of the date of this agreement, and shall be completed within twenty-four (24) months of the date of this agreement. Should Buyer fail to satisfy this condition, Seller may, within Seller’s discretion, declare this agreement null and void and require the Property be transferred back to the Seller.

5. **Tax Proration.** The Property is currently exempt from property tax and therefore no proration adjustment for taxes will be made at closing. Buyer shall be responsible for any taxes or special assessments levied after closing.

6. **Abstract.** Seller agrees to deliver to Buyer for their 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. Upon receipt of the continued abstract Buyer shall have 14 days within which to notify Seller in writing of any objections to title. If no written objections are made within this time then title shall be deemed approved for all purposes under this agreement. Seller will make reasonable efforts to cure any title exceptions caused by its acts or omissions but will not be obligated to cure any other exceptions.

7. **Condition of Property.** 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.

8. **Closing.** (a) Closing shall be held at the offices of Hoyt & Morain 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.

(b) At closing Seller shall deliver to Buyer, in addition to any other items required under this agreement, the following: (i) a quitclaim 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 closing statement, executed by Seller, (iii) a declaration combining parcels of real estate for zoning and tax purposes, and (iv) 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 balance of 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, (iii) a declaration combining parcels of real estate for zoning and tax purposes, and (iv) 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.

9. **No Broker or Commission.** Seller and Buyer represent and warrant to each other that they have not used the services of any real estate broker, salesperson or any other person to whom a commission or fee will be due as a result of this transaction. Seller and Buyer agree to

indemnify and hold each other 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 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 its obligations under this agreement, Buyer may (a) terminate this agreement and have all payments returned to them, 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.** Seller's obligation to perform under this agreement is subject to approval of the City Council of Jefferson after a public hearing, 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.

*[Signature Page to Follow]*

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

CITY OF JEFFERSON, Seller

BUYER:

By: \_\_\_\_\_  
Matt Gordon, Mayor

\_\_\_\_\_  
Justin Towers

Attest:  
\_\_\_\_\_  
Roxanne Gorsuch, City Clerk

## EXHIBIT A

Prepared by: Brandon P. Hommer, 101 N Grimmell, Jefferson, IA 50129 (515) 386-5428

Return document to: Brandon P. Hommer, 101 N Grimmell, Jefferson, IA 50129 (515) 386-5428

### DECLARATION COMBINING PARCELS OF REAL ESTATE FOR ZONING AND TAX PURPOSES

This Declaration Combining Parcels of Real Estate for Zoning and Tax Purposes (the "Declaration") is dated \_\_\_\_\_, and is made by Justin Towers, of 102 Deer Run Rd, Jefferson, IA 50129 (the "Declarant"), and consented to and approved by the City of Jefferson, of 220 North Chestnut Street, Jefferson, IA 50129 (the "City").

Declarant has just purchased from City the following described real estate:

Lot Six (6), in Block Five (5), in Jefferson Land & Loan Company's Second Addition to Jefferson, Greene County, Iowa;

which real estate has been identified as tax parcel No. 11-07-261-006 and which is referred to in this Declaration as the "West Parcel."

Declarant has also just purchased from the City the following described real estate:

Lot Seven (7) EXCEPT the East Twenty-one (21) Feet thereof, in Block Five (5), in Jefferson Land & Loan Company's Second Addition to Jefferson, Greene County, Iowa

which real estate has been identified as a portion of tax parcel No. 11-07-261-007 and which is referred to in this Declaration as the "East Parcel" (together with the West Parcel, the "Property").

A condition of the sale of the Property was that Declarant combine the East Parcel and the West Parcel for both zoning and tax purposes, which Declarant desires to do pursuant to this Declaration.

Therefore, the parties declare and agree as follows:

1. Parcels Combined for Zoning. Declarant declares and agrees that the West Parcel and the East Parcel shall be combined and treated as one lot or parcel of land for zoning purposes within the meaning of the zoning regulations of the City of Jefferson. All requirements of the zoning regulations of the City of Jefferson, including without limitation setback requirements and

permissible uses, shall apply to the combined East Parcel and West Parcel as though the same were one single platted lot of record.

2. **Parcels Combined for Taxation.** Declarant agrees that the East Parcel and West Parcel shall be combined into one tax parcel for taxation purposes, and Declarant agrees to obtain confirmation from the Greene County Assessor that such combination has been completed.

3. **No Separate Transfers.** Declarant agrees that it will not separately mortgage, sell, transfer or otherwise dispose of either the East Parcel or West Parcel or any other part of the Property. All future transactions with respect to the Property shall include all of it as one single parcel.

4. **Ownership.** Declarant represents and warrants that it holds fee simple title to both the East Parcel and the West Parcel and that no person or entity holds a mortgage or lien against either the East Parcel or the West Parcel which could result in either being sold or transferred separately.

5. **Remedies.** In the event of a breach or threatened breach of any term of this Declaration, City shall have the right to exercise any and all remedies afforded under law and at equity, including, without limitation, the right to obtain injunctive relief.

6. **City Consent.** City consents to and approves the foregoing Declaration.

7. **Amendments.** This Declaration may not be amended or modified in any manner without the written consent of City.

8. **Binding on Successors.** This Declaration shall remain in effect permanently and shall run with and be binding upon the Property and persons who may from time to time own, lease or otherwise have an interest in the Property or any portion thereof, and shall inure to the benefit of and be enforceable by City.

Declarant and City have executed this Declaration as of the date shown in the introductory paragraph above.

CITY OF JEFFERSON, Seller

DECLARANT:

By: \_\_\_\_\_  
Matt Gordon, Mayor

\_\_\_\_\_  
Justin Towers

Attest:  
\_\_\_\_\_  
Roxanne Gorsuch, City Clerk



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

A RESOLUTION PROPOSING SALE OF PROPERTY AT  
407 W LINCOLN WAY AND SETTING PUBLIC HEARING

WHEREAS, the City of Jefferson previously acquired ownership of property located at 407 W Lincoln Way, in Jefferson described as follows:

The West 72 feet of the North ½ of Lot 8, and the West 72 feet of Lots 9 and 10, in Block 18, in Gallaher's Addition to Jefferson, Greene County, Iowa,

(the "Property"); and

WHEREAS, the City has received from Kenneth A. Bose and Susan K. Bose a proposal to purchase the Property pursuant to the terms and provisions of a Real Estate Purchase and Sale Agreement (the "**Purchase and Sale Agreement**") that is now before this Council; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that such sale be made; and

WHEREAS, before the city may proceed with such proposal it is necessary that notice of this proposal be published and that public hearing be held in accordance with the Iowa Code.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. The City of Jefferson proposes to sell the Property to Kenneth A. Bose and Susan K. Bose for the sum of \$250.00 in accordance with the terms and provisions of the Purchase and Sale Agreement now before the Council.

Section 2. The City Council shall meet at the Municipal Center in Jefferson, Iowa, on January 11, 2022, at 5:30 p.m., at which time and place a public hearing shall be held on the proposal, at which hearing all local residents who appear shall be given an opportunity to express their views for or against the proposal.

Section 3. The City Clerk of the City of Jefferson is hereby directed to publish notice of this proposal and of the public hearing and the proposal one time, not less than four days nor more than twenty days before the date of the meeting, in the Jefferson Herald, a legal newspaper published and having a general circulation within the City of Jefferson.

Section 4. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 5. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Adopted and approved on December 14, 2021.

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

A RESOLUTION PROPOSING SALE OF PROPERTY LOCATED AT  
105 AND 107 SOUTH OLIVE STREET AND SETTING PUBLIC HEARING

WHEREAS, the City of Jefferson previously acquired ownership of property located at 105 and 107 South Olive Street, in Jefferson, legally described as follows:

Lot 209, in Block 26, in the Original Town (now City) of Jefferson, Greene County, Iowa (the “**Property**”); and

WHEREAS, the City has received from Rowland Real Estate L.L.C., a proposal to purchase the Property pursuant to the terms and provisions of a Real Estate Purchase and Sale Agreement (the “**Purchase and Sale Agreement**”) that is now before this Council; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that such sale be made; and

WHEREAS, before the city may proceed with such proposal it is necessary that notice of this proposal be published and that public hearing be held in accordance with the Iowa Code.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. The City of Jefferson proposes to sell the Property to Rowland Real Estate L.L.C. for the sum of \$250.00 in accordance with the terms and provisions of the Purchase and Sale Agreement now before the Council.

Section 2. The City Council shall meet at the Municipal Center in Jefferson, Iowa, on January 11, 2022, at 5:30 p.m., at which time and place a public hearing shall be held on the proposal, at which hearing all local residents who appear shall be given an opportunity to express their views for or against the proposal.

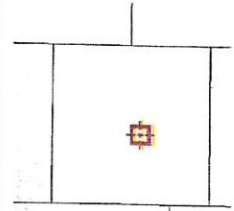
Section 3. The City Clerk of the City of Jefferson is hereby directed to publish notice of this proposal and of the public hearing and the proposal one time, not less than four days nor more than twenty days before the date of the meeting, in the Jefferson Herald, a legal newspaper published and having a general circulation within the City of Jefferson.

Section 4. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 5. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.



Overview



Legend

- Parcels
- Road Labels
- Corporate Limits
- Lots and Units

Parcel ID	1108328006	Alternate ID	OT262091	Owner Address	JEFFERSON, CITY OF
Sec/Twp/Rng	n/a	Class	ZZ		220 N CHESTNUT ST
Property Address	107 S OLIVEST	Acreage	n/a		JEFFERSON, IA 50129
	JEFFERSON				
District	IJJF				
Brief Tax Description	ORIGINAL - S1/2 LOT 209 BLK 26				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 12/9/2021  
 Last Data Uploaded: 12/8/2021 11:29:46 PM

Developed by  Schneider  
 GEOSPATIAL

# Jefferson Public Library

Meeting of the Board of Trustees  
Monday, December 13, 2021 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 Reports
  - B. Year-to-Date Monthly Financial Reports
  - C. Project Updates: Youth Dept activities
- VI. Old Business
  - A. Architecture Feasibility Study
  - B. Personnel
- VII. New Business
  - A. Building maintenance projects
  - B. State Accreditation
  - C. FY23 Budget request to County Supervisors – Dec 20  
9:30 am @ the Courthouse (*Zoom if bad weather*)
- VIII. Next Meeting – Monday, January 10 at 6:30 p.m.
- IX. Adjournment