

AGENDA

COUNCIL MEETING

Tuesday, May 10, 2022

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. 4/26/22 regular Council minutes.
- B. Oly's Corner, Inc., Class C Beer Permit.
- C. B.P.O. Elks Lodge #2306, Class C Liquor License
- D. History Boy Theatre Company, Special Class C Liquor License
- E. Pay estimate #5 of \$29,064.00 of CDBG funds for 200 E. State Street.
- F. Payment of Monthly bills.

IV. NEW BUSINESS:

- A. Public Hearing on the sale of property located at 206 South Maple Street
- B. Consider resolution approving sale and redevelopment of property located at 206 South Maple Street.
- C. Public Hearing on the sale of property located at 500 North Oak Street.
- D. Consider resolution approving sale and redevelopment of property located at 500 North Oak Street.
- E. Public Hearing on the sale of property located at 507 South Locust Street.
- F. Consider resolution approving sale and redevelopment of property located at 507 South Locust Street.
- G. Public hearing for 2021-2022 budget amendments.
- H. Consider approval of resolution adopting 2021-2022 budget amendments.
- I. Consider approval of contract with Cemetery Information Management Systems (CIMS) in the amount not to exceed \$40,000 for data collection and creation of public search portal for the Jefferson Cemetery.
- J. Consider approval to amend VFW development agreement by \$9,300 to include additional roof replacement expenses.
- K. Consider approval of contract with Water Tower Experts of \$9,920.00 for repairs to Jefferson water tower.
- L. GCDC Quarterly report and approval of funding.

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 5/10/22

NEW BUSINESS

VII. NEW BUSINESS:

- A. **Public Hearing on the sale of property located at 206 South Maple Street.**
- B. **Consider resolution approving sale and redevelopment of property located at 206 South Maple Street.** The sale price is \$500 with the agreement a new single family home will be started within a year and completed within two years.
- C. **Public Hearing on the sale of property located at 500 North Oak Street.**
- D. **Consider resolution approving sale and redevelopment of property located at 500 North Oak Street.** The sale price is \$500 with the agreement a new single family home will be started within a year and completed within two years.
- E. **Public Hearing on the sale of property located at 507 South Locust Street.**
- F. **Consider resolution approving sale and redevelopment of property located at 507 South Locust Street.** The sale price is \$550 with the agreement a new single family home will be started within a year and completed within two years.
- G. **Public hearing for 2021-2022 budget amendments.**
- H. **Consider approval of resolution adopting 2021-2022 budget amendments.** Attached are the amendments
- I. **Consider approval of contract with Cemetery Information Management Systems (CIMS) in the amount not to exceed \$40,000 for data collection and creation of public search portal for the Jefferson Cemetery.** The Cemetery Committee reviewed a proposal to digitize the information. The description of the services are included for the gold plan. Funding for the project is provided from Grow Greene County.
- J. **Consider approval to amend VFW development agreement by \$9,300 to include additional roof replacement expenses.** The original agreement approved by the Council in December of 2021 was for a four year forgivable loan of \$42,800. During removal of the old roof it was discovered there was an additional layer of plywood decking with layers of roofing under it.
- K. **Consider approval of contract with Water Tower Experts of \$9,920.00 for repairs to Jefferson water tower.** Water Committee reviewed the proposal. Attached.
- L. GCDC Quarterly report and approval of funding.

COUNCIL MEETING

APRIL 26, 2022

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich

ABSENT: Zmolek

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Sloan, second by Jackson, the Council approved the following consent agenda: April 12, 2022 Council Minutes, Employ Mickey Teed as part time seasonal help at Public Works for \$15/hr., Set public hearing for May 24, 2022 at 5:30 p.m. for the FY 2021-2022 budget amendment, Employ Samantha Schmidt as swimming pool manager at \$15.75 per hour and Anna Pound as assistant swimming pool manager at \$12.75 per hour, approval to adjust sewer charges of \$49.92 at 1412 Southfield Drive, approval to adjust sewer charges of \$122.48 at 203 S. Cedar Street.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich

NAY: None

On motion by Sloan, second by Wetrich, the Council approved professional services with Bolton and Menk for final design phase services for the Wastewater Treatment Facility Improvement project, not to exceed \$730,000.00.

AYE: Jackson, Sloan, Wetrich, Ahrenholtz

NAY: None

On motion by Ahrenholtz, second by Jackson, the Council approved a single membership at the Jefferson Community Golf Course for Jefferson firefighters.

AYE: Ahrenholtz, Wetrich, Sloan, Jackson

NAY: None

On motion by Wetrich, second by Jackson, the Council approved a sewer adjustment policy.

AYE: Ahrenholtz, Sloan, Jackson, Wetrich

NAY: None

On motion by Sloan, second by Wetrich, the Council approved professional services with Bolton and Menk for City Hall Improvements project for final design and bidding phase of City Hall front entrance for \$10,400.00, with payment from previously approved bond, total not to exceed fee of \$27,500.00.

AYE: Sloan, Jackson, Wetrich, Ahrenholtz

NAY: None

RESOLUTION NO. 25-22

On motion by Jackson, second by Sloan, the Council approved Resolution No. 25-22, a resolution proposing sale of property at 206 S. Maple St. and setting public hearing for May 10, 2022 at 5:30 p.m.

AYE: Jackson, Wetrich, Ahrenholtz, Sloan

NAY: None

RESOLUTION NO. 26-22

On motion by Wetrich, and second by Jackson, the Council approved Resolution No. 26-22, a resolution proposing sale of property at 500 N. Oak Street and setting public hearing for May 10, 2022 at 5:30 p.m.

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

RESOLUTION NO. 27-22

On motion by Wetrich, and second by Jackson, the Council approved Resolution No. 27-22, a resolution proposing sale of property at 507 S. Locust St. and setting public hearing for May 10, 2022 at 5:30 p.m.

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

Mayor Matt Gordon brought up residents inquiring about chickens in the city limits.
Council decided it would be worth revisiting starting with the Planning and Zoning Commission.

There being no further business the Council agreed to adjourn at 6:00 p.m.

Matt Gordon, Mayor

Roxanne Gorsuch, City Clerk

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 Thielen Home Construction, LLC an Iowa Limited Liability Company, 325 N. Market St., Madrid, IA 50156 (the “**Buyer**”).

The parties agree as follows:

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

Lot 5, Block 22, Gallaher’s Addition to Jefferson, in Greene County, Iowa,

(locally known as 206 S. Maple St.)

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 \$500.00 (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 & Hommer, P.C., of Jefferson, Iowa, as settlement agent for Seller and Buyer.

3. **Construction of New Home.** As a condition of this agreement Buyer agree to construct new single-family housing on the Property. Such construction 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, require the Property be transferred back to the Seller for one-half of the Purchase Price.

4. **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.

5. **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.

6. **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. Buyer understands that the Property may not be suitable for the construction of a new home pursuant to Section 3, as currently zoned, without first obtaining a variance due to the size of the lot.

7. **Closing.** (a) Closing shall be held at the offices of Hoyt, Morain & Hommer, P.C., 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, and (iii) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this agreement, each executed and acknowledged as applicable by 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, and (iii) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this agreement, each executed and acknowledged as applicable by Buyer.

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

8. **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.

9. **Remedies.** If Buyer fail 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.

10. **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.

11. **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.

12. **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.

13. **Miscellaneous.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. The use of any gender shall include all genders, and the use of any number shall be construed as singular or plural as the case may require. All obligations, covenants, agreements and warranties contained herein are and shall be joint and several as to each party bound thereby. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this agreement by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this agreement.

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

CITY OF JEFFERSON, SELLER

THIELEN HOME CONSTRUCTION, LLC,
BUYER

By: _____
Matt Gordon, Mayor

By: _____
Wade Thielen, Manager

Attest:

Roxanne Gorsuch, City Clerk

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 Thielen Home Construction, LLC an Iowa Limited Liability Company, 325 N. Market St., Madrid, IA 50156 (the “**Buyer**”).

The parties agree as follows:

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

Lot 5, Block 22, Blair’s Addition to the City of Jefferson, Greene County, Iowa,

(locally known as 500 N. Oak St.)

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 \$500.00 (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 & Hommer, P.C., of Jefferson, Iowa, as settlement agent for Seller and Buyer.

3. **Construction of New Home.** As a condition of this agreement Buyer agree to construct new single-family housing on the Property. Such construction 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, require the Property be transferred back to the Seller for one-half of the Purchase Price.

4. **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.

5. **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.

6. **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.

7. **Closing.** (a) Closing shall be held at the offices of Hoyt, Morain & Hommer, P.C., 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, and (iii) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this agreement, each executed and acknowledged as applicable by 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, and (iii) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this agreement, each executed and acknowledged as applicable by Buyer.

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

8. **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.

9. **Remedies.** If Buyer fail 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.

10. **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.

11. **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.

12. **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.

13. **Miscellaneous.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. The use of any gender shall include all genders, and the use of any number shall be construed as singular or plural as the case may require. All obligations, covenants, agreements and warranties contained herein are and shall be joint and several as to each party bound thereby. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this agreement by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this agreement.

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

CITY OF JEFFERSON, SELLER

THIELEN HOME CONSTRUCTION, LLC,
BUYER

By: _____
Matt Gordon, Mayor

By: _____
Wade Thielen, Manager

Attest:

Roxanne Gorsuch, City Clerk

(a) 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 Rowland Real Estate L.L.C. an Iowa Limited Liability Company, 15920 Hickman Road, Suite 400, Clive, IA 50325 (the “**Buyer**”).

The parties agree as follows:

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

Lot 7, and Lot A of Lot 8, and that portion of the vacated Alley lying between Lots 4 and 7, all in Wynkoop’s Sub-division of Block 4, in J.F. Head’s Addition to Jefferson, Greene County, Iowa

(locally known as 507 S. Locust St.)

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**.”

3. **Purchase Price.** Buyer agrees to pay for the Property the total sum of \$550.00 (the “**Purchase Price**”) which, subject to any adjustments required under this agreement, shall be paid at the time of closing to Seller.

4. **Construction of New Home.** As a condition of this agreement Buyer agree to construct new single-family housing on the Property. Such construction 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 shall make available its abstract of title for Buyer to examine. Buyer may have the abstract continued at Buyer’s expense. Upon receipt of the 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 & Hommer, P.C., 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, and (iii) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this agreement, each executed and acknowledged as applicable by 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, and (iii) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this agreement, each executed and acknowledged as applicable by Buyer.

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

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 fail 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.

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14. **Miscellaneous.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. The use of any gender shall include all genders, and the use of any number shall be construed as singular or plural as the case may require. All obligations, covenants, agreements and warranties contained herein are and shall be joint and several as to each party bound thereby. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this agreement by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this agreement.

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

CITY OF JEFFERSON, SELLER

ROWLAND REAL ESTATE L.L.C. BUYER

By: _____
Matt Gordon, Mayor

By: _____
Andrew E. Rowland, Manager

Attest:

Roxanne Gorsuch, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of JEFFERSON
Fiscal Year July 1, 2021 - June 30, 2022

The City of JEFFERSON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 5/24/2022 05:30 PM

Contact: Sarah Morlan

Phone: (515) 386-3111

Meeting Location: Jefferson City Hall

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	2,230,354	0	2,230,354
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	2,230,354	0	2,230,354
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	335,743	232,000	567,743
Licenses & Permits	7	23,825	11,000	34,825
Use of Money & Property	8	107,775	4,000	111,775
Intergovernmental	9	665,986	306,671	972,657
Charges for Service	10	3,362,641	198,838	3,561,479
Special Assessments	11	0	0	0
Miscellaneous	12	0	42,758	42,758
Other Financing Sources	13	0	0	0
Transfers In	14	1,533,371	0	1,533,371
Total Revenues & Other Sources	15	8,259,695	795,267	9,054,962
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,496,366	31,600	1,527,966
Public Works	17	96,724	149,631	246,355
Health and Social Services	18	5,000	0	5,000
Culture and Recreation	19	1,251,824	87,237	1,339,061
Community and Economic Development	20	2,004,213	0	2,004,213
General Government	21	368,197	25,000	393,197
Debt Service	22	480,873	504,000	984,873
Capital Projects	23	0	0	0
Total Government Activities Expenditures	24	5,703,197	797,468	6,500,665
Business Type/Enterprise	25	3,061,585	130,000	3,191,585
Total Gov Activities & Business Expenditures	26	8,764,782	927,468	9,692,250
Transfers Out	27	1,533,371	0	1,533,371
Total Expenditures/Transfers Out	28	10,298,153	927,468	11,225,621
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-2,038,458	-132,201	-2,170,659
Beginning Fund Balance July 1, 2021	30	11,811,721	0	11,811,721
Ending Fund Balance June 30, 2022	31	9,773,263	-132,201	9,641,062

Explanation of Changes: Revenue changes are due to property tax backfill, use of service fees, use of licenses and permits, and American Rescue Act Funds. Expenditure changes are due to decrease and increase of need of items, such as: Fire Drills, Street Repairs, Principal Bond Payment, Maintenance of Building, Grounds, and Equipment.

Cemetery management solutions for all cemeteries and budgets

Please check the box next to your preferred CIMS solution	<input type="checkbox"/> CIMS LIGHT	<input checked="" type="checkbox"/> CIMS GOLD	<input type="checkbox"/> CIMS PLATINUM
One CIMS license	\$1,300	\$2,000	\$4,000
User-generated mapping setup fee for 23 total developed acres	N/A	\$2,400	N/A
Interactive mapping for 23 total developed acres ¹	N/A	N/A	\$12,000
Annual hosting and system support fee ² Allows one CIMS user at a time and includes unlimited technical support	\$750/year	\$950/year	\$1,900/year Includes 3.5 hours of map changes per year
Total for base services:	\$1,300 + \$750/year	\$4,400 + \$950/year	\$16,000 + \$1,900/year

¹ This cost includes up to 60 hours of mapping to the grave space level. Any additional time spent mapping will be billed at \$150/hour.

² Unused map change hours do not carry over year to year.

Optional services

to meet your cemetery's needs

	Please check the box next to any optional service you would like to add	CIMS LIGHT	CIMS GOLD	CIMS PLATINUM
<input type="checkbox"/>	QuickBooks module for one CIMS license ³ \$500 setup fee, plus annual hosting fee	\$500 + \$100/year	\$500 + \$100/year	\$500 + \$150/year
<input type="checkbox"/>	Additional CIMS license(s) How many? []	\$400 + \$200/year per license	\$800 + \$225/year per license	\$1,600 + \$300/year per license
<input type="checkbox"/>	Additional CIMS license(s) with QuickBooks module ³ How many? []	\$575 + \$200/year per license	\$1,000 + \$225/year per license	\$2,000 + \$300/year per license
<input type="checkbox"/>	CIMS read-only license(s) How many? [] Users can view but not edit information	\$200 + \$250/year per license	\$400 + \$275/year per license	\$800 + \$350/year per license
<input type="checkbox"/>	Additional map layer(s) How many? [] e.g., sprinklers, utilities, etc.	N/A	N/A	\$1,500 each
<input checked="" type="checkbox"/>	Data entry and migration from approx. 5,000 cards ⁴	\$12,750	\$12,750	\$15,750
<input checked="" type="checkbox"/>	Data entry and migration from approx. 1,500 book pages ⁵	\$15,000	\$15,000	\$18,000
<input checked="" type="checkbox"/>	On-site scanning of 5,000 cards and 1,500 book pages ⁶	\$4,000	\$4,000	\$4,000
<input type="checkbox"/>	Tree and vegetation management	N/A	N/A	\$400 setup fee + \$200/year

³ Requires a valid subscription to Intuit QuickBooks Online.

⁴ This cost includes up to 85 hours of data entry and data migration from 5,000 cards. For CIMS Platinum, up to 20 hours of matching to the map is also included. If on-site scanning is not selected, cemetery is to provide Ramaker with images or scans of every card, with a file name based on the section and lot location. If the number of cards varies greatly from that listed above, the price will be adjusted accordingly. Any additional time spent on data migration will be billed at \$185/hour.

⁵ This cost includes up to 100 hours of data entry and data migration from 1,500 book pages. For CIMS Platinum, up to 20 hours of matching to the map is also included. If on-site scanning is not selected, cemetery is to provide Ramaker with images or scans of every card, with a file name based on the section and lot location. If the number of pages varies greatly from that listed above, the price will be adjusted accordingly. Any additional time spent on data migration will be billed at \$185/hour.

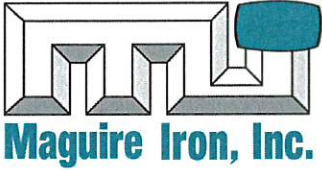
⁶ If the number of cards and pages varies greatly from that listed above, the price will be adjusted accordingly.

Optional services

	Please check the box next to any optional service you would like to add	CIMS LIGHT	CIMS GOLD	CIMS PLATINUM
	Training (choose one) *One hour free training is included *Training is mandatory with QuickBooks Module			
<input type="checkbox"/>	Online training — full day Best for cemeteries with 6 or more CIMS users	\$1,500	\$1,500	\$1,500
<input type="checkbox"/>	Online training — half day Best for cemeteries with 3-5 CIMS users	\$750	\$750	\$750
<input type="checkbox"/>	Online training — two hours Best for cemeteries with 1-3 CIMS users	\$375	\$375	\$375
<input type="checkbox"/>	Salesforce CRM integration ⁶	\$750 setup fee + \$200/year	\$750 setup fee + \$200/year	\$1,100 setup fee + \$400/year
<input type="checkbox"/>	Timeline memorials	\$650 setup fee + \$200/year	\$650 setup fee + \$200/year	\$800 setup fee + \$400/year
<input type="checkbox"/>	Drone imagery ⁷ Ramaker will take high-resolution drone imagery of the entire cemetery and incorporate it into CIMS.	N/A	\$2,550	\$2,550
<input type="checkbox"/>	360 imagery ⁷ Ramaker will take 360 imagery of the entire cemetery and incorporate it into CIMS.	N/A	\$4,255	\$4,255
<input checked="" type="checkbox"/>	Burial Search public portal A website hosted by Ramaker at www.burialsearch.com that will allow your customers to look up information about their loved ones. When you add a record to CIMS, Burial Search will update instantaneously.	\$750 setup fee per cemetery + \$700/year	\$1,000 setup fee per cemetery + \$800/year	\$1,750 setup fee per cemetery + \$1,000/year

⁶ Requires a valid Salesforce subscription.

⁷ Plus travel costs.



WATER TOWER EXPERTS

✉ info@maguireiron.com

📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104

☎ (605) 334-9749

CONTRACT FOR SERVICES

This contract made and entered into this 26 day of April, 2022, by and between Jefferson, IA hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Jefferson 1MMG HP / Tank Repair

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

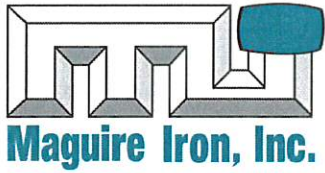
Install new Round 24" Dry Access Hatch.

Seal weld Plates over 5 holes in Dry Access Tube

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 9,920.00 plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.



WATER TOWER EXPERTS

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Sioux Falls, SD 57104

☎ (605) 334-9749

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: Jefferson, IA

By: _____ (Name) _____ (Title)

By: _____ (Name) _____ (Title)

MAGUIRE IRON, INC.

By: Jake Dugger 04/26/2022
(Authorized Agent) (Date)

Date Accepted: _____
Upon acceptance, please provide two (2) signatures and date the agreement.

Jefferson Public Library

**Meeting of the Board of Trustees
Monday, May 9, 2022 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
- VI. Old Business
 - A. Architecture Feasibility Study
 - B. Personnel
 - C. Trustee vacancies
- VII. New Business
 - A. Policy review: collection development, circulation
 - B. Project updates
 - C. Upcoming programs – summer reading, GCLA, Bell Tower
 - D. Friends of the Library activities
 - E. Summer hours
- VIII. Next Meeting – Monday, June 13 at 6:30 p.m.
- IX. Adjournment

FINANCE COMMITTEE MINUTES

MONDAY, MAY 2, 2022

10:00 AM- JEFFERSON CITY HALL

PRESENT: Mike Palmer Harry Arenholtz, Pat Zmolek, Sarah Morlan, Chad Stevens

A. Review of monthly revenue and expenses for March

- i. Everything is right on track for budget wise. We do have a few amendments but they net out to about \$132,201. Casino revenues and Hotel/Motel are tracking ahead and building up a healthy fund balance. Dave Morlan is being conservative with RUT to maintain a fund balance.

B. Housing discussion

- i. Mike will reach out to David Morain to set up a meeting on how the potential agreement will look like. Questions like how does LMI work into the agreement. Pushing towards TIF-ing the JCorp land and having a rebate for about 8-9 years. Total investment per property would be about \$25,000. Very similar to what Mark Bauer did with Briarwood. Chad will eventually make contact with Andy Rowland to see if he can do his side of the agreement. Mike is going to contact John Danos for TIF related questions.

C. CIP Update

D. Bad Debt Write Off

- i. Proceed with year 2005 and see how it affects general ledger. Must go through council with resolution.

Update on SRF Wastewater Loan: please see email forwarded from Mike, from Tim Oswald about what our options are and how they affect debt capacity.