

# AGENDA

**COUNCIL MEETING**  
**Tuesday, February 28, 2023**  
**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. 2/14/23 regular Council minutes.
- B. Pay estimate #6 of \$86,548.00 of CDBG funds for 123 N Chestnut Street
- C. Pay estimate #14 of \$47,344.00 of CDBG funds for 200 E. State Street.

**IV. NEW BUSINESS:**

- A. Employee recognition for years of service.
- B. Consider approval to hire Mickey Teed as Public Works worker.
- C. Consideration of resolution to lease real property near Jefferson Municipal Airport
- D. Consider approval to conduct temporarily closures from June through September of Chestnut Street from Lincoln Way to the first alley south of Lincoln Way for Farmers Market and Thomas Jefferson Gardens events.
- E. Appointment of Animal Shelter Board
- F. Set Public Hearing date for adoption of 2022-2023 Budget.
- G. GCDC quarterly update and approval of funds.

**V. REPORTS:**

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

**VI. ADJOURN.**

## AGENDA SUMMARY

**DATE 2/28/23**

### **NEW BUSINESS**

- A. Employee recognition for years of service.
- B. **Consider approval to hire Mickey Teed as Public Works worker.** The recommendation is to hire Mickey Teed at Grade 1 at \$20.65 hr. (\$42,952.00 annual).
- C. **Consideration of resolution to lease real property near Jefferson Municipal Airport.** Attached is the lease.
- D. **Consider approval for temporary street closures from June through September of Chestnut Street from Lincoln Way to the first alley south of Lincoln Way for Farmers Market and Thomas Jefferson Gardens events.** Information attached. Street committee reviewed.
- E. **Appointment of Animal Shelter Board.** The ordinance requires a 7 person Board. The appointments recommended by the Mayor:  
  
PAWS – **Ann Wenthold,**  
Law enforcement – **Jason Kroger,**  
Greene County – **Laura Snider,**  
City Council member – **Darren Jackson,**  
Veterinarian – **Amy Klauber,**  
At large (2 spots) – **Samantha Hardaway**
- F. **Set Public Hearing date for adoption of 2022-2023 Budget.** The date for the public hearing would be March 14, 2023
- G. **GCDC quarterly update and approval of funds.** Report attached.

COUNCIL MEETING  
FEBRUARY 14, 2023  
5:30 P.M.

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

Mayor ProTem Zmolek presided.

No citizens spoke during Open Forum.

On motion by Jackson, second by Ahrenholtz, the Council approved the following consent items: January 24, 2023 Council Minutes, Dollar General Store #8463, Class C Beer Permit, Jefferson Community Golf Course, Class C Liquor License (LC) (Commercial), payment of monthly bills from City funds, and Annual Tax Abatement approvals.

**2022 TAX ABATEMENT  
APPLICATIONS**

<b>Property Owner</b>	<b>Street Name</b>	<b>Project Description</b>	<b>Project Amount</b>
Heartland Bank	1706 N Elm	New Bank	\$1,662,101
Keith VanBeek	400 Briarwood Bend	New Home	\$650,000

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

On motion by Ahrenholtz, second by Wetrich, the Council approved hiring Joe Foote as Golf Course Clubhouse Manager at \$4,250.00 a month for 8 months effective March 1, 2023.

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

On motion by Sloan, second by Wetrich, the Council considered the bid that came in for the City Hall Entrance Improvement Project.

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

**RESOLUTION NO. 10-23**

On motion by Sloan, second by Wetrich, the Council approved Resolution No. 10-23, a resolution awarding Contract and approving Contract and Bond for the City of Jefferson City Hall Entrance Improvement Project to Tallgrass Land Stewardship Co. from Waukee, IA with a Bid of \$108,905.00.

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

On motion by Ahrenholtz, second by Wetrich, the Council approved of agreement for materials testing for the Waste Treatment Plant Project with Construction Materials Testing in the amount of \$28,427.00.

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

**RESOLUTION NO. 11-23**

On motion by Sloan, second by Jackson, the Council approved Resolution No. 11-23, a resolution supporting Imagination Alley Project for improvements to the alley on the west side of the square.

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

On motion by Sloan, second by Wetrich, the Council approved the first reading of an ordinance creating an Animal Shelter Board.

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

**ORDINANCE NO. 618**

On motion by Sloan, second by Wetrich, the Council approved the second and third reading and final adoption of an ordinance amending The Code of Ordinances of the City of Jefferson, Iowa, 2017, By Creating a New Chapter 30 – Animal Shelter Board.

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

The Council held a Fiscal Year 2023-2024 Budget Priority Workshop. No action was taken.

The following bills were approved for payment from City funds:

1000BULBS.COM	WA BULBS	185.31
ABC PEST CONTROL	PEST CONTRL	249.75
ACCESS SYSTEMS LEASING	COPIER LSE	1,151.31
ACCO UNLIMITED CORP	WA ACCO BLEND30-L	2,912.00
AFLAC	AFLAC INS W/H	17.68
AG SOURCE COOP SERV	TSTG	1,473.50
ALLIANT ENERGY	UTILITIES	47,581.89
AMAZON CAPITAL SERV	LB BOOKS/GAMES	96.16
ANDREW WOODLEY	RN DJ	400.00
ATCO INTERNATIONAL	WA SUPP	180.05
ATURA ARCHITECTURE	PL FAM RESTRM ARCHITEC	535.00
AUDITOR OF STATE, ROB SAND	PA AUDIT FEE	425.00
BAKER & TAYLOR INC.	LB BOOKS	1,698.24
BILL MCDOWELL	H INS SINK C SH	1,198.53
BOHLMANN, INC.	LB BENCH;TABLE	1,735.00
BOLTON & MENK INC	ENG	5,366.20
BOMGAARS	SUPP	1,149.61
CAPITAL CITY EQUIPMENT CO.	RUT EDGE CUT	132.32
CARD SERVICE CENTER	CREDIT CARDS	1,701.37
CAROLYN BERRY	WA DEP REF	49.57
CARROLL COUNTY SOLID WASTE	RC MRKTG FEES	394.95
CHAD & JODY BYERLY	WA DEP REF	74.87
CHAD STEVENS	REIMB SCHOOL/POSTAGE	2,181.13
CINTAS CORPORATION	FIRST AID	449.84
CITY OF JEFFERSON	PD PETTY CASH	189.85
CLARION DISTRIBUTING LLC	RUT CLEANER	30.00
CLEANING SOLUTIONS INC.	RN CLEAN	4,752.00
COBRAHELP	PA FEE	25.00
COLLECTION SERV CENTER	CASE #895827	1,138.18
COMMUNITY INS AGENCY	RUT INS	21.00
COMMUNITY OIL COMPANY, INC	AP FUEL	14,759.82
COMPASS MINERALS	WA SALT	8,289.87
CONSOLIDATED ELECTRICAL	SW SERV GENERATOR	600.00
COUNTYWIDE ELECTRIC SERV	ELECTRICAL SERV	2,267.22
DPC INDUSTRIES, INC.	WA CHEM	1,036.68
DUANE ONKEN	C SH H INS SINK	166.99
DURBIN AUTO/TRUCK REPAIR	PD OIL CHANGE	47.95
ED M. FELD EQUIPMENT CO.	ANIM SHEL - MONITOR	74.25
EFTPS	FEDERAL W/H	39,698.41
EMC NATIONAL LIFE COMPANY	LIFE INS	176.00
FAREWAY	CLIPP	52.15



**REGION XII**

COUNCIL OF GOVERNMENTS

*Housing Services & Programs*

Date: February 21, 2023

To: Roxanne Gorsuch

RE: GAX #6 Summary of Expenses

Please forward the following payments associated with GAX #6 within 10 days of receiving payment from IEDA.

\$ 86,548.00	To	Pub Adventures, LLC
\$ 0.00	To	Region XII COG (Administrative costs)
<b>\$86,548.00</b>		<b>TOTAL GAX #6</b>

Thank You,

Karla Janning  
Housing Programs Coordinator



**REGION XII**

COUNCIL OF GOVERNMENTS

*Housing Services & Programs*

Date: February 21, 2023

To: Roxanne Gorsuch

RE: GAX #14 Summary of Expenses

Please forward the following payments associated with GAX #14 within 10 days of receiving payment from IEDA.

\$ 44,902.00	To	Jefferson City View Properties, LLC
\$ 2,442.00	To	Region XII COG (Administrative costs)
<b>\$ 47,344.00</b>		<b>TOTAL GAX #14</b>

Thank You,

Karla Janning  
Housing Programs Coordinator

## FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between **City of Jefferson** ("Landlord"), an Iowa Limited Liability Company, whose address for the purpose of this Lease is 220 N. Chestnut St., Jefferson, IA 50129 and **Adam Ebersol** ("Tenant"), whose address for the purpose of this Lease is 1210 N Ave., Jefferson, IA 50129.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following described real estate situated in Greene County, Iowa (the "Real Estate"):

See Attachment "A"

which is available for farming, but specifically excluding all public roads, airport grounds, buildings, facilities, and all area now used or hereafter used for airport use, including runway, landing strips, taxi strips and parking areas,

and containing 133 tillable acres, more or less, with possession by Tenant for a term of 1 year(s) to commence on March 1, 2023, and end on February 29, 2024. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):  
Total annual cash rent of \$ \_\_\_\_\_ payable, as follows:
  - \$ \_\_\_\_\_ on March 1, 2023,
  - \$ \_\_\_\_\_ on November 1, 2023.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided  0  % Landlord  100  % Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided  100  % Landlord  0  % Tenant. Crop disaster payments shall be divided  0  % Landlord  100  % Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in

connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All machinery, inputs equipment, and labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	MATERIALS	% LANDLORD	% TENANT
1	Commercial Fertilizer	0	100
2	Lime and Trace Minerals	0	100
3	Herbicides	0	100
4	Insecticides	0	100
5	Seed	0	100
6	Seed Cleaning	0	100
7	Harvesting and/or Shelling Expense	0	100
8	Grain Drying Expense	0	100
9	Grain Storage Expense	0	100
10	Other:	0	100

Tenant agrees to furnish, at Tenant's cost, all labor, equipment and application for all fertilizer, lime, trace minerals chemicals, and other materials.



5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate. Tenant shall investigate and report all broken or inoperative tile lines to Landlord.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenant may use these materials upon the Real Estate for grazing livestock managed by Tenant but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenant's cropping operations or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

## 6. ENVIRONMENTAL.

a. LANDLORD. To the best of Landlord's knowledge:

- i. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in

compliance with all applicable federal, state, and local codes, rules, and regulations.

- iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

- b. TENANT. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals **may not** be stored on the premises for more than one year. Farm chemicals for use on other properties **may not** be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste **may not** be disposed of on the premises. Dead livestock **may not** be buried on the premises. If disposal of solid waste or burial of

dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

**In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.**

7. **TERMINATION OF LEASE.** All notices of termination of this Lease shall be as provided by law. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$100.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenant three (3) days prior to entry for such purposes. Tenant may not use the Real Estate for hunting, fishing, or recreational purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. **REPAIRS.** Tenant shall maintain the fences on the Real Estate in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord. If a fence must be totally replaced Landlord will pay one-half of the labor.
12. **IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.
13. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.
14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Unless otherwise provided in writing, Tenant is not an agent of the Landlord.
16. **ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.
17. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
18. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
19. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
20. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's mailing address as stated below, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa:

a. TENANT  
Adam Ebersol  
1210 N Ave.  
Jefferson, IA 50129

b. LANDLORD  
City of Jefferson  
220 N. Chestnut St.  
Jefferson, IA 50129

With copy to:  
David F. Morain  
Jefferson City Attorney  
101 N. Grimmell Rd.  
Jefferson, IA 50129

21. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

22. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

23. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.

24. **INSURANCE/TAXES.** Landlord will pay all real estate taxes and maintain insurance on Landlord's interest in the Real Estate. Tenant shall insure its interest in the Real Estate and maintain liability insurance that names Landlord as an additional named insured.

25. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.

26. **ADDITIONAL PROVISIONS.**

a. Landlord reserves the right to use any part of the crop land for purposes deemed proper by Landlord without incurring liability to Tenant, except if such land shall be taken before the crop is harvested and after Tenant has incurred expense in putting the crop in, then in such event Tenant shall be reimbursed for its actual expense of planting and cultivating the crop which is damaged up to such date.

- b. Tenant agrees not to plant crops within a distance of 125 feet on either side of the center line of the grass landing strip and paved runway or within 200 feet of either end of the grass landing strip and paved runway. Landlord will place permanent markers to identify the zones within which crops may not be planted. Tenant shall comply with directions from Landlord in order for Landlord to continue operating the airport under federal and state laws.
- c. Tenant agrees that no crops will be planted in the approach areas and transition zones to the runway and landing strip which may grow to a height that may create an obstruction for aircraft use; provided, it is understood and agreed that oats, hay, corn, and soybeans may be planted in such areas.
- d. Any portion of the Real Estate that is pastured by the Tenant shall be fenced by Tenant so as to restrain farm animals from straying into or grazing in the landing areas.
- e. Tenant shall comply with all zoning and airport clearance regulations.
- f. No equipment shall be operated on runways, landing strips, or taxi strips.

DATED: February 28, 2023.

TENANT:

\_\_\_\_\_  
Adam Ebersol

LANDLORD:

City of Jefferson

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

Matt Gordon, Mayor

Attest: \_\_\_\_\_

Roxanne Gorsuch, City Clerk

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

\_\_\_\_\_,  
Chairman of Jefferson Airport Commission

## ATTACHMENT "A"

### Legal Descriptions

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section Nine (9), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa, except Lot Three (3) thereof as described on plat of survey recorded January 8, 2002, in Book 119 at Page 945, and

The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Sixteen (16), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa, and

Approximately 32 acres of hayground, more or less, located on real estate described as follows:

Lot Three (3) of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Sixteen (16), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa, and

Lot Eight (8) of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section Fifteen (15), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa, and

Lot Nine (9) of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section Fifteen (15), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa, and

Lot Eight (8) of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  NW $\frac{1}{4}$ ), Except Lot Five (5), of Section Fifteen (15), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa.



# Thomas Jefferson

## *Gardens*

of Greene County

We are requesting that we be allowed to close South Chestnut Street from Lincon Way to the alley for our food and music events. Below are the times and days we are requesting to close the road.

3:30-9:00pm Saturday, June 3

3:30-7pm Sunday, July 2 (May have food trucks come earlier for Porch Fest)

3:30-9pm Saturday, August 5

10-4pm Saturday, September 16 or 23 (Art on The Square date not set yet)

Thank you,

Danielle Ross

Thomas Jefferson Garden President

201 East Lincoln Way Street

Jefferson, Iowa 50129

(515)-370-4028



## City Meeting

Closing the street for Farmers Market.

Farmers Market starts June 13 and ends in September.

12 Tuesdays in 2023

If vendors choose to it might end sooner.

Will be closing Chestnut around noon till approximately 7:30 p.m.

Our hours have changed this year due to requests for a later start. (5:00 p.m. to 7:00 p.m.)

Last year you dropped off cones for us to use and we set them up and took them down, which worked well.

Thanks for letting us use them, we greatly appreciate it.

Jean Walker

**GREENE COUNTY DEVELOPMENT CORP.**  
**MONTHLY STATUS REPORT- 2/8/23**

-Following is the Diversity Project update for January:

-During January Latino IQ continued to work with our major employers to finish placing advertising for open positions.

The effort was limited because of the budget.

-GCDC approved funding for Carlos to complete working with three of our major employers to prepare for Latino workers. He will complete this work during the first quarter of 2023.

-GCDC made a presentation to the BOS to request funding for 2023 and update them on the Diversity Project. During that meeting Sid and Chuck presented summary documents that detailed why we began the project, what steps were taken during 2022, and what we have learned to date from our efforts.

-The information presented to the BOS was then expanded for a special meeting of the GCDC Voting Board on January 3. During that meeting the project was reviewed and future direction was discussed. There appears to be interest in hiring a full-time local employee to work with our businesses, community, government agencies, law enforcement, faith based organizations, and the school to help prepare for new Latino/foreign employees and families.

-We continue to have some contact with Latino business owners from the tour. The Diversity Project Steering Committee is continuing to work with several members of that tour and other interested Latino businesses.

-On January 30 the GCDC Exec. Board met with representatives from Kading Construction to talk about the potential housing project in Jefferson. Prior to that meeting Kading submitted a contract offer to purchase 24 acres of GCDC land in the East Business Park. That contract was reviewed by the Exec. Board and we asked our attorney, Brandon Hommer, to work with Kading to finalize the details of the contract. That process should be completed in the next few days.

-Our current contact at Kading is leaving the company and we will

now be working directly with one of the owners.

-Kading has indicated that all changes proposed in the contract by GCDC are acceptable and we just need to get a final version for approval.

-The project would begin development by the end of summer 2023 and include between 100 and 140 units.

-GCDC and Kading also continue to hold meetings with Zack Mannheimer to include 3D housing as part of the development. The proposed project could include 3D housing in phase two.

-Andy Rowland continues construction of a single-family home and a duplex on City in-fill lots. He also plans to start construction on 12 new rental units next Spring on the land he purchased near the high school.

-GCDC continues to work with Mike Bierl (the County Veterans Service Officer) and Home Base Iowa on our marketing program to attract veterans to Greene County and support the Home Base Iowa Initiative. One veteran moved to Greene County during December and others have shown interest.

-Rick Honeycutt, one of the Directors of HBI, will be presenting an update on their plans at the February Full Board Meeting.

-So far eight veterans have been hired locally and ten others have gone through an interview process with possible jobs pending.

-Mike Bierl and GCDC are the points of contact for resumes sent from HBI that match the types of jobs in Greene County. We work directly with our major employers to get resumes to them and help them access veterans on the HBI home website.

-GCDC continues to work with several potential new businesses who are in various stages of development and/or working on loan applications through the Greene County Revolving Loan Fund or Region XII RLF funding.

-A completed Greene County RLF application was presented to the GCDC Exec. Board on February 7. A local chiropractic business plans to expand to a new location off the square in Jefferson. Their application is being reviewed by the Exec. Board and hopefully a final approval vote will be taken at the February Voting Board meeting.

-A second RLF application is in process for expansion of another current Jefferson business.

-GCDC provides funding to the SBDC, so they are available to assist new business by creating financials and business plans at no cost. If anyone is aware of someone with a new business idea who is looking for help with financing or business planning, please call Ken Paxton at 515-386-8255.

-The City of Jefferson provided funds for a study to develop an indoor waterpark attached to the Community Center. The kick-off meeting was held at the Community Center in March. There appears to be significant interest throughout the community. Initial survey results were issued through a final report. The city is now reviewing the cost estimates for the project and considering a grant application.

-Because of high cost estimates, the project is currently on hold. It is hoped that new interest can get the project going in the Spring.

-Aureon notified GCDC that they will be vacating their building at the end of April 2023. They continue to remove equipment and furniture so the building will be vacant by the end of April.

-GCDC is helping Aureon find local businesses that are interested in a significant number of desks and cubicles. We were able to provide those for three of our local businesses.

-GCDC currently has two businesses interested in purchasing the Aureon Building. We have provided information, including sale or lease amounts, and are waiting on their response.

-GCDC has hired a new attorney, Brandon Hommer, to work on a collection letter for a past-due Greene County RLF account.

-The most recent letter has been delivered and we are in negotiations for payment.

-Brandon is also working on the sales contract for the Kading Housing Project.

## **MEETINGS**

-As part of the Diversity Project, the Steering Committee has recommended we consider creating a new position that would help prepare our community for growth in population. The tentative title of the position is Multicultural Family

Resource Center Director. The position is still in development but would provide support for our city and county government, school system, Chamber, church community, police force, and our businesses when dealing with new Latino employees/families or families from other cultures, including US families.

- A meeting was held February 3 with Sara Huddleston, a possible candidate from Storm Lake. She was instrumental in the diversity project they undertook that resulted in a significant growth in their population. Her input will be used in designing the Multicultural Director position.

- A group is being formed to develop an initial job description for the Multicultural Director position. Information from that group will be presented at the February Voting Board Meeting.

- GCDC held two meetings with Brett Abbott, Greene County School Superintendent, to discuss the new position and how it might fit with current needs in our school system. The school could be an important part of the Multicultural Family Resource Center.

- GCDC met with the two State of Iowa leaders responsible for immigration and visas. They are aware of the Diversity Project and appreciate what we are doing. They want to support our project and could be a good source for future job recruitment and input for the Diversity Project.

- GCDC held a meeting with SBDC in January to present information on the two new Greene County RLF applications. SBDC has been working on both applications.

  - SBDC made an update presentation to the GCDC Full Board at the January meeting.

- GCDC attended the monthly Iowa Economic Development Marketing Meeting on January 11. The meeting covered future projects for the IED group. GCDC presented an update on our projects and focused on the Diversity Project and our need for new housing. We talked about the Kading housing project and possible grant options for the Diversity Project.

- GCDC held a special Board Meeting on January 3 to talk about the Diversity Project moving forward in 2023 without any grant support.

-Last month GCDC completed and submitted our review of how we used the funding provided by Grow Greene County during 2022. We provided financials and project descriptions.

-GCDC participated in the City Manager Hiring Process meeting on January 13. GCDC will also participate in the interview process moving forward.

# MINUTES

## WATER/SEWER, STREET/SANITATION COMMITTEES TUESDAY, FEBRUARY 21, 2023, 12:00 NOON JEFFERSON CITY HALL

*ATTENDEES: Harry Ahrenholtz, Mike Palmer, Dave Morlan, Jim Leiding, Mark Clouse, Joyce Richardson, Jean Walker, Deb McGinn, Danielle Ross, Doug Hawn*

*Meeting called to order 12:04pm*

*Committee skipped to section III. To accommodate extra attendees.*

### *I. SEWER*

- A. Wastewater project is underway, Contractors have started bringing out their equipment and Dave M said they will possibly be starting to tear the tank out tomorrow barring no issues. They are finishing with emptying the old one today.*

### *II. WATER*

- A. Dave M gave an update – general cleaning of the wells, filter 3 is having some issues – Marty is working on it.*

### *III. STREETS/PUBLIC IMPROVEMENTS*

- A. Street closures for Farmers Market – Jean Walker spoke of the hour change and asked if we could do the same as last year with the street guys leaving them the cones and they will block the road off. Dave M agreed to do the same as last year but maybe hide the cones somewhere else in the back so they do not disappear. The Committee agreed to follow same as last year. Updated sheet with new hours is attached.*
- B. Art Sculptures on the Square – Deb McGinn spoke for Mainstreet Matters – gave an update and said that they have picked 4 art sculptures from the 35 entered. Along with those 4 sculptures they would like to pick two more. One for the east alley and one for the west alley. The sculptures would be located between the pillar planters. There should not be snow removal issues as the*

*statues will be there from May through October. They would use narrow sculptures for the alleyways so as not to impede pedestrians. There should be 5 feet of walkway on either side. The city is not responsible for damages and artists sign a form releasing the city of any responsibility. Dave M was okay with this as long as it did not interfere with A.D.A. requirements. If causes an issue, we could have them removed. The Committee agreed to move forward with this.*

- *Danielle Ross represented Jefferson Gardens – free concerts – would like to use the same cones for the same street closures as for the farmer’s market. The Committee agreed to move forward with this.*
  
- C. *Audio System upgrade for the downtown square- Dave M said the installation company is coming here Wednesday, February 22<sup>nd</sup> at 11am to meet with him. He invited Doug Hawn to attend the meeting. County might have some interest in this so maybe they would help with the cost. Doug says system now is a good system just not very user friendly. He suggested maybe it could be used somewhere else. This to be placed on agenda for March 14<sup>th</sup> council meeting.*
  
- D. *Sidewalk Removal – 810 W South has requested to remove the sidewalk as it is not a through sidewalk and the homeowner keeps getting parking tickets for blocking the sidewalk. Homeowner has a handicap ramp as well that gets used. The Committee has agreed to not remove the sidewalk but instead to have Mark talk with the homeowner to work on a resolution to the issue of the tickets. The Committee also agreed that ramp can extend to sidewalk. Mark to update next committee meeting.*
  
- E. *Stop sign at Central and Elm Streets – Committee agreed it would not be in good interest at this time to make any moves on this as a stop sign at this area could possibly create more issues with the overpass. Mark to watch for future trouble in this area and bring back to committee if needed.*
  
- F. *West Lincoln way Reconstruction – Dave M received a quote from Fort Dodge Asphalt and it is different work then the one from Blacktop Asphalt so he has requested an updated one from Blacktop Asphalt for the identical work. Once he hears back, he is to let Mike know and Mike is to email quotes out for committee to make decision if needed. Mike would like this work done before Ragbrai if at all possible. If Mike does not receive quotes before next committee meeting, then Dave M shall give another update.*
  
- G. *Sidewalk replacement/shared used paths – Chad spoke about a new sidewalk where 307 N Wilson was. He also spoke of taking curbs out and installing handicap paths. Chad to get a priority list by next meeting, weather permitting. This to be added to next committee agenda.*



**IV. SANITATION/RECYCLING**

**A. Waste collection report 212.34 tons**

**B. Recycle collection report 22.73 tons**