

AGENDA

COUNCIL MEETING

Tuesday, May 23, 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. 5/9/23 regular Council minutes.
- B. Hire Bill Labath at \$15.00 an hour at the Jefferson Golf Course for grounds maintenance.
- C. Hire Cody Renwaz at \$12.00 hour at the Jefferson Golf Course for clubhouse help.
- D. Greene County Fair Association, Class C Liquor License.
- E. Firework permit for Wild Rose Casino. July 4 to July 5, 2023
- F. Firework permit for Susan Skalinski at Wild Rose Casino. July 15, 2023

IV. NEW BUSINESS:

- A. Public hearing for 2022-2023 budget amendments.
- B. Consider approval of resolution adopting 2022-2023 budget amendments.
- C. Hire Alex Chavez as Jefferson Patrol officer at an annual salary of \$55,854.38 (Grade 3).
- D. Consider approval of 10 year Development agreement for building renovations of \$150,000 for Corner View Properties located at 100 and 102 N. Wilson Ave.
- E. Consider approval of \$17,913.00 with Hawkeye Flat Roof Solutions for roof rehabilitation on facility building at Wastewater treatment plant
- F. Consider approval of \$37,985.00 with Hawkeye Flat Roof Solutions for roof rehabilitation on Public Works facility building.
- G. Consider approval of Pay estimate #3 to Shank Constructors, Inc, of \$487,482.66 for Waste Water Treatment Plant project.
- H. Consider approval of temporary street closure at Rush Ridge Road on July 1, 2023 from 6:00 PM to 10:00 PM for a neighborhood event.
- I. Consider approval of temporary street closure of State Street from Elm Street to Oak Street on June 25, 2023 from 2:00 PM to 10:00 PM for a non-profit event.
- J. Consider approval of resolution in support of a workforce housing tax incentive application to be submitted to the Iowa Economic Development Authority by Rowland Real Estate, LLC for a housing project in Jefferson, Iowa
- K. Consider approval of first reading of an ordinance amending the code of ordinances of the city of Jefferson, Iowa, by adding chapter 122b to assist city officials and area businesses deal with public health and safety issues created by the 2023 RAGBRAI event.
- L. Consider approval to waive 2nd and 3rd readings and adopting RAGBRAI ordinance.
- M. Thomas Jefferson Gardens Annual update
- N. 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 5/23/23

NEW BUSINESS

- A. Public hearing for 2022-2023 budget amendments.**
- B. Consider approval of resolution adopting 2022-2023 budget amendments.** Budget amendment sheets and resolution attached.
- C. Hire Alex Chavez as Jefferson Patrol officer at an annual salary of \$55,854.38 (Grade 3).**
- D. Consider approval of 10 year Development agreement for building renovations of \$150,000 for Corner View Properties located at 100 and 102 N. Wilson Ave.** Agreement attached.
- E. Consider approval of \$17,913.00 with Hawkeye Flat Roof Solutions for roof rehabilitation on facility building at Wastewater treatment plant.** Reviewed by committee. Proposal attached
- F. Consider approval of \$37,985.00 with Hawkeye Flat Roof Solutions for roof rehabilitation on Public Works facility building.** Reviewed by committee. Proposal attached
- G. Consider approval of Pay estimate #3 to Shank Constructors, Inc, of \$487,482.66 for Waste Water Treatment Plant project.** Attached
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- I. Consider approval of temporary street closure of State Street from Elm Street to Oak Street on June 25, 2023 from 2:00 PM to 10:00 PM for a non-profit event.** Reviewed by committee.
- J. Consider approval of resolution in support of a workforce housing tax incentive application to be submitted to the Iowa Economic Development Authority by Rowland Real Estate, LLC for a housing project in Jefferson, Iowa.** Attached.
- K. Consider approval of first reading of an ordinance amending the code of ordinances of the city of Jefferson, Iowa, by adding chapter 122b to assist city officials and area businesses deal with public health and safety issues created by the 2023 RAGBRAI event.** Ordinance attached
- L. Consider approval to waive 2nd and 3rd readings and adopting RAGBRAI ordinance.**
- M. Thomas Jefferson Gardens Annual update**
- N. GCDC Quarterly report and approval of funding.** Report included

COUNCIL MEETING

MAY 9, 2023

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Sloan, second by Zmolek, the Council approved the following consent items: April 25, 2023 Council Minutes, Pay estimate #5 of \$20,577.95 to Morris Enterprises for Russell Street Watermain Improvement Project, Hire Jake Hinote for part-time seasonal clubhouse help at \$12/hr, Jefferson Matters: Main Street dba Bell Tower Festival, Class C Liquor License, Doc's Stadium Bar and Grill, Class C Liquor License, B.P.O. Elks Lodge #2306, Class C Liquor License and payment of monthly bills from City funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

Item A removed.

RESOLUTION NO. 25-23

On motion by Zmolek, second by Wetrich, the Council approved Resolution No. 25-23, a resolution approving the \$80,000 Economic Development Forgivable Loan Agreement with VFW Post 9599.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

RESOLUTION NO. 26-23

On motion by Zmolek, second by Jackson, the Council approved Resolution No. 26-23, a resolution approving the \$75,000 Economic Development Forgivable Loan Agreement with Meythaler Photography.

AYE: Sloan, Wetrich, Zmolek, Jackson, Ahrenholtz

NAY: None

On motion by Jackson, second by Wetrich, the Council approved Pay estimate #1 to Tallgrass Land Stewardship Co. of \$65,696.77 for City Hall Entrance Improvements.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

RESOLUTION NO. 27-23

On motion by Wetrich, second by Ahrenholtz, the Council approved Resolution No. 27-23, a resolution authorizing submission of application for Iowa Department of Transportation Airport Funding and Certifying Eligibility Requirements.

AYE: Wetrich, Sloan, Ahrenholtz, Jackson, Zmolek

NAY: None

On motion by Wetrich, second by Sloan, the Council approved to allow a public event in Imagination Alley on May 19, 2023, from 4 p.m. to 7 p.m. This is part of the Market-to-Market event.

AYE: Zmolek, Sloan, Jackson, Ahrenholtz

ABSTAIN: Wetrich

NAY: None

APPLICATION FOR
FIREWORKS PERMIT

The undersigned,

Name: Wild Rose Casino & Hotel

Address: 777 Wild Rose Drive, Jefferson, Ia 50129

Telephone: 515-386-7777

hereby applies pursuant to the provisions of the Iowa Code for a permit
to display fireworks at 777 Wild Rose Drive, Jefferson, Ia 50129

such permit to be effective from July 4, 2023

to July 5, 2023. If this application is approved
the undersigned agrees to faithfully observe all applicable laws
governing the use of fireworks.

Date: April 24, 2023



Tom Heater, Security & Facility Manager

APPLICATION FOR
FIREWORKS PERMIT

The undersigned,

Name: J&M Displays, Inc. / Jason Skalinski

Address: 18064 170th Ave.
Yarmouth, IA 52660

Telephone: 319-394-2655

hereby applies pursuant to the provisions of the Iowa Code for a permit
to display fireworks at Wild Rose Casino

such permit to be effective from July 15, 2023
to July 15th, 2023. If this application is approved
the undersigned agrees to faithfully observe all applicable laws
governing the use of fireworks.

Date: 4-17-23

Jason Skalinski, J&M Displays

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of JEFFERSON
Fiscal Year July 1, 2022 - June 30, 2023

The City of JEFFERSON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 5/23/2023 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. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	2,205,020	0	2,205,020
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	2,205,020	0	2,205,020
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,198,147	0	1,198,147
Other City Taxes	6	894,150	103,250	997,400
Licenses & Permits	7	21,800	6,000	27,800
Use of Money & Property	8	147,846	7,775	155,621
Intergovernmental	9	813,489	6,500	819,989
Charges for Service	10	4,186,589	0	4,186,589
Special Assessments	11	0	0	0
Miscellaneous	12	77,150	935,900	1,013,050
Other Financing Sources	13	0	0	0
Transfers In	14	2,412,780	0	2,412,780
Total Revenues & Other Sources	15	11,956,971	1,059,425	13,016,396
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,019,964	708,100	1,728,064
Public Works	17	841,852	9,000	850,852
Health and Social Services	18	5,000	0	5,000
Culture and Recreation	19	1,427,388	198,685	1,626,073
Community and Economic Development	20	1,487,312	0	1,487,312
General Government	21	383,200	113,500	496,700
Debt Service	22	1,012,677	565,000	1,577,677
Capital Projects	23	631,500	0	631,500
Total Government Activities Expenditures	24	6,808,893	1,594,285	8,403,178
Business Type/Enterprise	25	2,468,479	725,000	3,193,479
Total Gov Activities & Business Expenditures	26	9,277,372	2,319,285	11,596,657
Transfers Out	27	2,412,780	0	2,412,780
Total Expenditures/Transfers Out	28	11,690,152	2,319,285	14,009,437
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	266,819	-1,259,860	-993,041
Beginning Fund Balance July 1, 2022	30	11,723,828	0	11,723,828
Ending Fund Balance June 30, 2023	31	11,990,647	-1,259,860	10,730,787

Explanation of Changes: Wastewater Improvement Project, Sewer Revenue Bond Pay Off, and Animal Shelter Facility Upgrades.

<u>DOM- Revenues</u>	Budgeted	Amendment	Difference	Fund	Department	Description	Dept Head
Licenses & Permits	14,000	20,000	6,000	1	GF-Non Program	Building/Construction Permits	Chad S
Use of Money & Property	3,000	5,000	2,000	1	GF-Recreation	Recreation Room Rental	Denny H
Miscellaneous	4,000	11,000	7,000	1	GF-Recreation	Recreation Concession	Denny H
Miscellaneous	2,000	31,000	29,000	1	GF-Recreation	Recreation Donations	Denny H
Miscellaneous	500	8,500	8,000	1	GF-Cemetery	Contributions/Donations	Dave M
Other City Taxes	100,000	125,000	25,000	1	GF-Econ Dev	Hotel/Motel	Mike P
Other City Taxes	555,750	634,000	78,250	121	LOST	Local Option Sales Tax	Mike P
Miscellaneous	0	44,000	44,000	138	Animal Shelter	Donations Animal Shelter	Chad S
Miscellaneous	0	34,400	34,400	138	Animal Shelter	Misc	Chad S
Intergovt	500	7,000	6,500	156	Autenreith	Autenreith Trust	Denny H
Miscellaneous	5,000	700,000	695,000	610	Wastewater	Misc	Dave M
Use of Money & Property	725	6,500	5,775	611	terwater Replacerr	Interest on Investments	Dave M
Miscellaneous	1,500	120,000	118,500	670	Sanitation	Misc	Dave M
TOTAL	686,975	1,746,400	1,059,425				

Other City Taxes	103,250
Licenses & permits	6,000
Use of Money & Property	7,775
Intergovernmental	6,500
Charges for Services	0
Miscellaneous	935,900
1,059,425	

DOM- Expenditures	Budgeted	Amendment	Difference	Fund	Department	Description	Dept Head
Public Safety	0	6,000	6,000	1	Animal Control	Part Time Salaries	Chad S
Public Safety	8,900	11,000	2,100	1	Animal Control	Animal Control Expenses	Chad S
Culture & Rec	55,474	67,500	12,026	1	Parks	Salaries	Dave M
Culture & Rec	11,000	13,000	2,000	1	Parks	Grounds & Building Maint.	Dave M
Culture & Rec	5,000	9,000	4,000	1	Parks	Fuel	Dave M
Culture & Rec	3,500	6,000	2,500	1	Parks	Vehicle Maint.	Dave M
Culture & Rec	18,500	23,000	4,500	1	Recreation	Building & Ground Maint.	Denny
Culture & Rec	15,000	17,000	2,000	1	Recreation	Fitness Room Equipment	Denny
Culture & Rec	6,000	7,000	1,000	1	Recreation	Promotion & Advertising	Denny
Culture & Rec	14,000	17,000	3,000	1	Recreation	Sales Tax	Denny
Culture & Rec	3,000	8,000	5,000	1	Recreation	Concession	Denny
Culture & Rec	30,000	38,000	8,000	1	Recreation	Programs	Denny
Culture & Rec	25,000	90,000	65,000	1	Recreation	Hotel/Motel	Denny
Culture & Rec	0	31,000	31,000	1	Recreation	Capital Outlay	Denny
Culture & Rec	5,000	10,000	5,000	1	Golf Course	Fuel	Dave M
Culture & Rec	4,500	14,000	9,500	1	Golf Course	Equipment Maint.	Dave M
Culture & Rec	8,000	14,000	6,000	1	Golf Course	Horticulture	Dave M
Culture & Rec	3,500	9,000	5,500	1	Cemetery	Equipment Maint.	Dave M
Culture & Rec	500	3,200	2,700	1	Cemetery	Avenue of Flags	Dave M
General Govt	90,000	120,000	30,000	1	Econ Dev	Hotel/Motel	Mike
General Govt	10,000	25,000	15,000	1	Admin	Building & Ground Maint.	Mike
General Govt	11,000	15,000	4,000	1	Admin	Utilities	Mike
General Govt	0	36,000	36,000	1	Admin	Grow Greene	Mike
General Govt	500	22,000	21,500	1	Admin	Misc	Chad S
General Govt	20,000	27,000	7,000	1	Admin	Neighborhood Improvement	Chad S
Public Works	21,000	30,000	9,000	110	RUT	Fuel	Dave M
Public Safety	0	700,000	700,000	138	Animal Shelter	Building & Ground Maint.	Chad S
Culture & Rec	0	13,415	13,415	155	PACE	PACE	Denny
Culture & Rec	0	19,244	19,244	156	Autenreith	Autenreith Expense	Denny
Business Type/Enterprise	35,000	750,000	715,000	610	Wastewater	Engineering	Dave M
Debt Service	0	565,000	565,000	612	Wastewater Sink	Refund Bond Pay Off	Dave M
Business Type/Enterprise	20,000	30,000	10,000	670	Sanitation	Fuel	Dave M
TOTAL	424,374	2,746,359	2,321,985				

Public Safety	708,100
Public Works	9,000
Health & Social Services	0
Culture & Recreation	198,685
Community & Econ Dev	0
General Government	113,500
Debt Service	565,000
Business Type/Enterprise	725,000
2,321,985	

ECONOMIC DEVELOPMENT FORGIVABLE LOAN AGREEMENT

This Economic Development Forgivable Loan Agreement is dated _____, 2023 and is between the City of Jefferson, Iowa (the “**City**”), and Corner View Properties, LLC, an Iowa limited liability company (the “**Developer**”).

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

Developer has acquired property in the downtown area of Jefferson located at 100 and 102 N. Wilson Ave., legally described as follows:

The S 2/3 of Lot 144, Excluding the West 32 feet of the South 1/3, in Block 19, in the Original Town (now City) of Jefferson, Greene County, Iowa

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

Developer has acquired ownership of the Development Property and plans to make renovations and improvements to the property in the approximate amount of \$150,000.00 to renovate the facade and remove the false roof (the “**Project**”).

Developer has requested the City to make it a \$150,000.00 economic development forgivable loan to cover part of its costs, which City is willing to do in accordance with the terms of this agreement.

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

The parties therefore agree as follows:

1. **Loan Terms.** (a) The Loan. Subject to and on the terms set forth in this agreement City agrees to lend to Developer and Developer agrees to borrow from City the sum of \$150,000.00 (the “**Loan**”). The proceeds of the Loan shall be used only for the purpose of making renovations and improvements to the Development Property to make it suitable as a site for a commercial business.

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

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

(d) Payment Terms; Forgivable. The Loan is a forgivable loan, the principal of which, subject to Developer's fulfillment of the terms of this agreement, will be forgiven by the City in 10 equal annual installments of \$15,000.00 beginning on June 1, 2023.

(e) Note. On or prior to June 1, 2023, Developer shall execute and deliver to City its \$150,000.00 promissory note, a copy of which is attached to this agreement as Exhibit A (the "Note").

2. **Security.** As security for the repayment of the Loan and for Developer's performance under this agreement, Developer shall provide to City a mortgage covering the Development Property, which mortgage shall be a lien against such property, subject only to that certain real estate mortgage given to United Bank of Iowa and recorded on October 18, 2021, in Book 2021 at Page 1869 with an amendment recorded on August 25, 2022, in Book 2022, at Page 1504 (the "**United Bank of Iowa Mortgage**"). Developer warrants that there is no other indebtedness upon or related to the Property, apart from the United Bank of Iowa Mortgage, that would result in a lien superior to that of the City.

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

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

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

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

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

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

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

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

(c) Return of Loan Proceeds. Developer shall return to City as a prepayment on the Note all proceeds of the Loan which have not been expended by Developer for authorized

Loan purposes before the second anniversary of the date of the initial advance of the proceeds of the Loan from City to Developer, or such later date as City in its discretion may approve in writing.

(d) [Need project goals of the Developer --- What will the City require of them as far as use of the property?].

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

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

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

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

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

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

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

(c) No Conflict. The execution or the delivery by the Developer of this agreement, the Note, and the other loan documents, and the consummation of the transactions contemplated herein or therein, and the fulfillment by the Developer of the terms hereof or thereof do not conflict with or violate, result in a breach of or constitute a default under any term or provision of the articles of organization or operating agreement of the Developer or any law or regulation or any order now applicable to the Developer of any court, regulatory body having jurisdiction over the Developer, or the terms of any indenture, deed of trust, mortgage, note, agreement or instrument to which the Developer or any of its properties is bound. The Developer has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.

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

(e) Litigation. There is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator concerning the Developer, this agreement or the Note which, if adversely determined, would have a material adverse effect on the Developer's ability to perform its obligations under this agreement or the Note.

(f) Submissions to City. All information, reports and other papers and data furnished to City by the Developer concerning the application for the Loan were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give City a true and accurate knowledge of the subject matter, and no document furnished or other written statement made to City in connection with the Loan contains any untrue statement of a fact material to the financial condition of the Developer or the Project or omits to state such a material fact necessary in order to make the statements contained therein not misleading.

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

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

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

(i) The failure to make any payment of principal under the Note given pursuant to this agreement when and as the same shall become due and payable, or the failure to

make any other payments required under the Note, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise, and such failure shall continue for 10 days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Developer by City;

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

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

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

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

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

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

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

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

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

(d) Rights and Remedies Cumulative. No right or remedy herein conferred upon City is intended to be exclusive of any other right or remedy contained herein, or in the Note or any instrument or document delivered in connection with or pursuant to this agreement, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained in this agreement or such documents or existing at law or in equity or by statute, or otherwise.

(e) Rights and Remedies Not Waived. No course of dealing between Developer and City or any failure or delay on the part of City in exercising any rights or remedies shall operate as a waiver of any rights or remedies of City.

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

(b) Modification and Waiver. No modification or waiver of any provision of this agreement, of the Note, or of any other instrument or document delivered pursuant to this agreement, and no consent by City to any departure therefrom by Developer, shall be effective unless such modification or waiver is in writing and signed by a duly authorized officer of City. Such modification or waiver shall then be effective only for the period, on the conditions, and for the specific instances and purposes specified in such writing. No notice to or demand on Developer in any case shall entitle it to any other or further notice or demand in similar or other circumstances.

(c) Notices. All notices required or permitted under this agreement shall be in writing and will be deemed given and made: (a) if by personal delivery, on the date of such delivery, (b) if by facsimile, on the date sent (as evidenced by confirmation of transmission by the transmitting equipment), (c) if by nationally recognized overnight courier, on the next business day following deposit, and (d) if by certified mail, return receipt requested, postage prepaid, on the third business day following such mailing; in each case addressed to the address or facsimile number shown below for such party, or such other address or facsimile number as such party may give to the other party by notice:

If to City:

City of Jefferson
Attn: City Administrator
220 N. Chestnut St.
Jefferson, Iowa 50129
Fax: 515-386-4671

If to Developer:

Corner View Properties, LLC
Attn: Nikki Uebel
100 N Wilson Ave
Jefferson, IA 50129

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

CORNER VIEW PROPERTIES, LLC

By: _____
Nikki Uebel, Manager

CITY OF JEFFERSON

By: _____
Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

PROMISSORY NOTE

\$150,000.00

Jefferson, Iowa

_____, 2023

For value received, the undersigned, Corner View Properties, LLC, an Iowa limited liability company, (the “**Borrower**”), promises to pay to the order of the City of Jefferson (the “**City**”), the principal sum of \$150,000.00, with no interest, on June 1, 2023.

Pursuant to that certain Economic Development Forgivable Loan Agreement between the City and Borrower dated _____, 2023 (the “**Agreement**”), the City has made a forgivable loan to the Borrower in the principal amount of \$150,000.00 (the “**150,000.00 Forgivable Loan**”), the proceeds of which are to be used for the renovation and improvement of a building located at 100 and 102 N. Wilson Ave in Jefferson, Iowa, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

This \$150,000.00 Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

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

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

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

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

This Note is secured by a real estate mortgage covering property located at 100 and 102 N. Wilson Ave in Jefferson, Iowa.

CORNER VIEW PROPERTIES, LLC

By: _____
Nikki Uebel, Manager

Witness:

ESTIMATE



Service Address

605 W Russell St
Jefferson, IA 50129

Prepared For

City of Jefferson
305 E Head St
Jefferson, Iowa 50272
(515) 370-3728

Hawkeye Flat Roof Solutions, LLC

1555 285th St
Toledo, IA 52342
Phone: (641) 750-9844
Email: mark@hawkeyeflatroofsolutions.com
Web: www.hawkeyeflatroofsolutions.com

Estimate # 202

Date 05/04/2023

Description

\$17,913.00

Metal Restoration System

We hereby submit specifications & estimates to restore the metal roof of the outlined building using the following steps:

- 1) Acid-etch roof surface with Rust-Off® rust and oxide film remover
- 2) Pressure wash entire roof surface
- 3) Apply Metal Ready® rust inhibitor primer to entire roof surface area
- 4) Tighten or replace fasteners where necessary
- 5) Seal fasteners with Conklin fastener grade Kwik-Kaulk® (with 1,000% elongation)
- 6) Seal roof protrusion and pipes with a combination of premium caulking compound, polyester fabric, & coatings.
- 7) Apply Benchmark base coat (a rubberized coating that remains flexible) with Spunflex II® polyester fabric embedded into endlap seams & sidelap seams.
- 8) Apply Puma XL® white topcoat (cures to a tact free dirt resistant finish) over entire roof area at the rate of 1.9 gallons per Sq.

- 18 yr waterproof warranty (30 year life expectancy)
- Warranty covers materials and workmanship.
- This is a non pro-rated warranty.
- Roof system has 85% reflectivity, and UL-790 Class A fire rating.
- Building owner will supply water and electrical power as needed

All materials are guaranteed to be as specified. All work is to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge

over and above this estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Hawkeye Flat Roof Solutions, LLC will not be responsible for condensation issues.

In the event if customer cancels the contract the deposit shall be non refundable. If Customer does not pay any balances when due, Customer agrees to pay all costs of collection, including reasonable attorney fees. Unpaid invoices accrue finance charges of 1.5% per month.

Subtotal	\$17,913.00
<hr/>	
Total	\$17,913.00
<hr/>	
Deposit Due	\$8,956.50





City of Jefferson

ESTIMATE



Prepared For

City of Jefferson
305 E Head St
Jefferson, Iowa 50272
(515) 370-3728

Hawkeye Flat Roof Solutions, LLC

1555 285th St
Toledo, IA 52342
Phone: (641) 750-9844
Email: mark@hawkeyeflatroofsolutions.com
Web: www.hawkeyeflatroofsolutions.com

Estimate # 201
Date 05/04/2023

Description

\$37,985.00

Metal Restoration System

We hereby submit specifications & estimates to restore the metal section of the roof using Puma XL Coating:

- 1) Acid-etch roof surface with Rust-Off© rust and oxide film remover
- 2) Pressure wash entire roof surface
- 3) Apply Metal Ready© rust inhibitor primer to entire roof surface area
- 4) Tighten or replace fasteners where necessary
- 5) Remove all flaking paint from roof
- 6) Seal roof protrusion and pipes with a combination of premium caulking compound, polyester fabric, & coatings.
- 7) Apply Conklin's high-grade standing seam sealer onto all sidelap seams
- 8) Apply Puma XL© white topcoat (cures to a tact free dirt resistant finish) over entire roof area at the rate of 1.9 gallons per Sq.

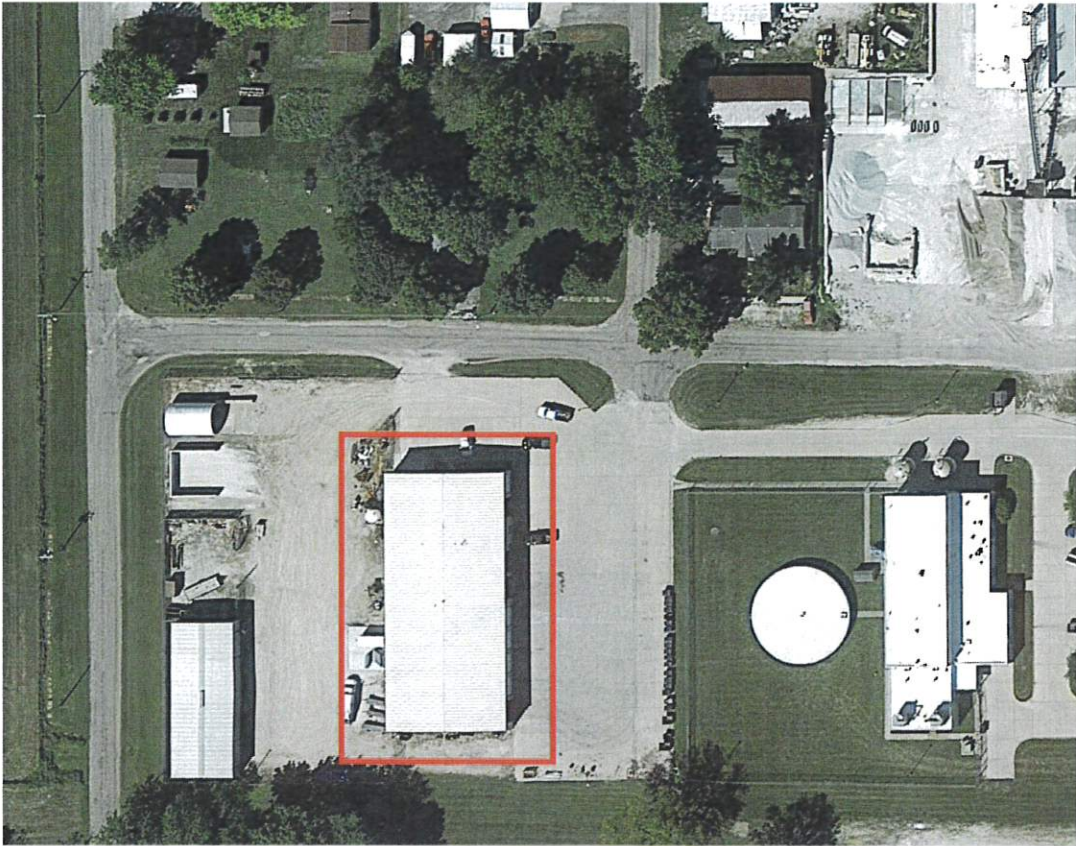
- 10 yr waterproof warranty (30 year life expectancy)
- Warranty covers materials and workmanship.
- This is a non pro-rated warranty.
- Roof system has 85% reflectivity, and UL-790 Class A fire rating.
- Building owner will supply water and electrical power as needed

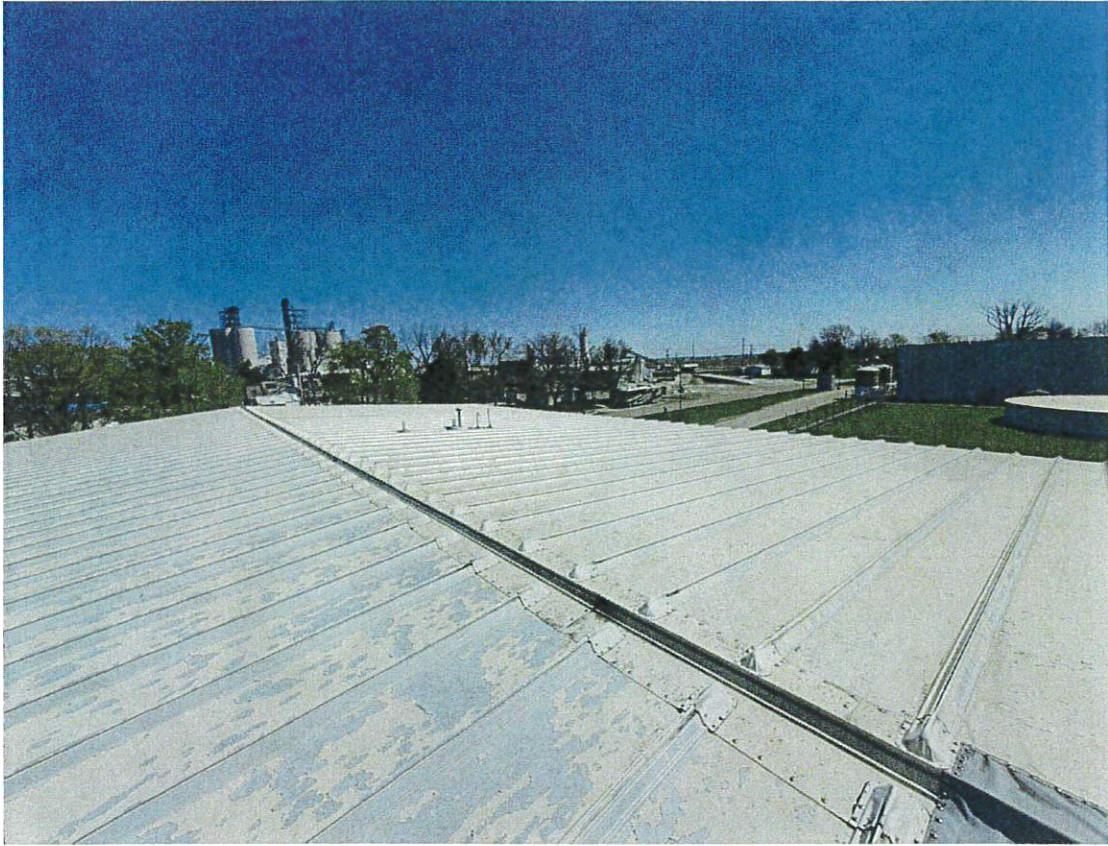
All materials are guaranteed to be as specified. All work is to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays

beyond our control. Owner is to carry fire, tornado and other necessary insurance. Hawkeye Flat Roof Solutions, LLC will not be responsible for condensation issues.

In the event if customer cancels the contract the deposit shall be non refundable. If Customer does not pay any balances when due, Customer agrees to pay all costs of collection, including reasonable attorney fees. Unpaid invoices accrue finance charges of 1.5% per month.

Subtotal	\$37,985.00
<hr/>	
Total	\$37,985.00
<hr/>	
Deposit Due	\$18,992.50





City of Jefferson

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Adam Pope (C) "All rights reserved"

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Jul1

ADAM AND AMY POPE @ "NASHVILLE SONGS & STORIES" - AN INTIMATE EVENING WITH ADAM & AMY POPE (PRIVATE EVENT)

Saturday, July 1 @ 7:00PM Sat, Jul 1 @ 7:00PM

"Nashville Songs & Stories" - An intimate evening with Adam & Amy Pope (PRIVATE EVENT), Jefferson, IA

"Nashville Songs & Stories"- An intimate evening with Adam & Amy Pope.

[View on Google Maps](#)

BIO

Adam and Amy Pope are a husband/wife duo from the Nashville area who perform Country, early Rock n' Roll, and Christian music.

Originally from North Carolina, Adam Pope is a country, rockabilly, and bluegrass songwriter who has worked in multiple bands. Adam has had several cuts, most notably a song called "Old Fashioned" that he wrote with songwriter Robyn Collins. "Old Fashioned" was recorded and released by the award-winning bluegrass duo- Darin and Brooke Aldridge on their #1 Bluegrass album "This Life We're Living."

As an artist, Adam Pope has performed on Ernest Tubb's "Midnight Jamboree" radio show (WSM radio) multiple times, has been a regular performing songwriter in rounds at Bluebird Cafe for over a decade, opened for Bill Anderson, Gene Watson, Aaron Watson, and Jimmy Fortune, who lended his voice on Adam's original 9/11 tribute song called "Ain't Over It Yet." In 2017 Adam and his wife, Amy, recorded a gospel album and they have been making records ever since.

Amy Pope grew up in Greenbrier, TN singing gospel and worship music in church. Her and Adam met just a few months after he moved to Nashville. After they married in 2009, Amy has steadily performed with Adam more and more to the delight of audiences nationwide. Amy adds beauty and class to the stage with her presence and her angelic vocals stand out while Adam adds a well-blended harmony. Adam also entertains with comedy songs while Amy rolls her eyes and smiles.

Sponsored by "Music Ranch Montana" Adam and Amy Pope tour the nation regularly with their children performing as a duo at churches, town festivals, parking lots, bars, theaters, and more.

New music from Adam & Amy (produced by award winning musician Darin Aldridge) is being released 2022!



AVAILABLE NOW FOR BOOKING!

WE PLAY COUNTRY MUSIC, EARLY ROCK N' ROLL, AND CHRISTIAN MUSIC.

Our show features a variety of music from 50's-60's rock n' roll to 70's, 80's, 90's, and some early 2000's country music. We also lead worship regularly and perform at patriotic events. We love God, each other, and our children. We value our freedom, the sacrifices made for it, and we proudly proclaim our pride in this great country we live in and get to tour in. God bless the USA!

[Click here for all of our links!](#)

PRESS PHOTOS



RESOLUTION NO. ###-####

A RESOLUTION IN SUPPORT OF A WORKFORCE HOUSING TAX INCENTIVE APPLICATION TO BE SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) BY ROWLAND REAL ESTATE, LLC FOR A HOUSING PROJECT IN JEFFERSON, IOWA

WHEREAS, Rowland Real Estate, LLC plans on a **\$3,400,000** capital investment for a housing development project located at the southwest corner of the intersection of **W Head Street and N Walnut Street, parcel 1106480008**; and

WHEREAS, the project consists of eight (8) single-family, market rate housing units and three (3) fourplex structures totaling 12 market rate housing units; and

WHEREAS, the insufficient housing market has impacted recruitment and retention of employees; and

WHEREAS, the 2021 Housing Needs Assessment completed by Region XII Council of Governments highlighted a need to expand housing diversity and build new single-family, market-rate housing to support workforce growth; and

WHEREAS, the project will address the critical need for housing in Jefferson, and

WHEREAS, the project will add new assessable tax valuation to Jefferson; and

WHEREAS, the City of will assist the project by providing tax abatement of 100% for three (3) years on single family and 100% for ten (10) years on multi family ; and

WHEREAS, Rowland Real Estate, LLC intends to submit an application for Workforce Housing Tax Incentive through the Iowa Economic Development Authority; and

WHEREAS, the City of Jefferson is a duly recognized political subdivision of the State of Iowa under the laws of the State of Iowa; and

WHEREAS, the City Council is the duly elected governing body of Jefferson, Iowa; and

IT IS HEREBY RESOLVED by the City Council of Jefferson Iowa as follows:

1. The City Council is in full support of the opportunity to promote housing development in Jefferson, Iowa and fully supports the Application for Workforce Housing Tax Incentives.
2. City staff is authorized to assist in the preparation of the application and related materials deemed necessary.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JEFFERSON, IOWA, BY ADDING CHAPTER 122B TO ASSIST CITY OFFICIALS AND AREA BUSINESSES DEAL WITH PUBLIC HEALTH AND SAFETY ISSUES CREATED BY THE 2023 RAGBRAI EVENT

Be it enacted by the City Council of Jefferson, Iowa:

SECTION 1. Purpose. This ordinance is enacted to help city officials and citizens deal with the public health and safety problems created by the infusion of a large number of people into the City of Jefferson when the Des Moines Register's Annual Great Bicycle Ride Across Iowa™ (RAGBRAI®) arrives in Jefferson on July 25, 2023.

SECTION 2. New Chapter. The Code of Ordinances of the City of Jefferson, Iowa, is hereby amended by adding a new Chapter 122B, entitled RAGBRAI ORDINANCE (2023), which is hereby adopted to read as follows:

CHAPTER 122B

RAGBRAI ORDINANCE (2023)

122B.01 Definitions	122B.11 Application Deadline
122B.02 Commercial Vendor Booth - Permit Required	122B.12 Electrical Service
122B.03 Commercial Vendor Booth Fees	122B.13 Motorized Vehicles
122B.04 Commercial Vendor Booth Location	122B.14 Nuisance
122B.05 Nonprofit Vendor Booth - Permit Required	122B.15 Violations - Penalties
122B.06 Nonprofit Vendor Booth Fees	122B.16 Street Closings
122B.07 Nonprofit Vendor Booth Location	122B.17 Outdoor Alcoholic Beverage Garden
122B.08 Designation of Jefferson Matters: Main Street	122B.18 Certain Ordinances Suspended
122B.09 Health Regulations	122B.19 Effective
122B.10 Refundable Cleanup Deposit	

122B.01 DEFINITIONS. For use in this chapter the following terms are defined:

1. “Food” shall include food products of all kinds including food packaged for consumption off premises as well as meals prepared for consumption either on or off premises. Food shall also include beverages of every kind, including both alcoholic and nonalcoholic, except for water provided without cost to the consumer.
2. “Person” shall include any individual person, club, group, organization, partnership, corporation or entity of any kind.
3. “Jefferson Matters: Main Street” shall mean Jefferson Matters: Main Street, the entity organized under Chapter 504 of the Iowa Code with its home office located at 201 E. Lincoln Way, Jefferson, Iowa.

122B.02 COMMERCIAL VENDOR BOOTH – PERMIT REQUIRED. No for-profit person shall provide or sell food or goods to the public, in Jefferson on July 25, 2023, at a location other than their regularly-established place of business unless said person shall first obtain a Commercial Vendor Booth permit from the City of Jefferson through Jefferson Matters: Main Street.

122B.03 COMMERCIAL VENDOR BOOTH FEES. The fees for a Commercial Vendor Booth Permit for a vendor from Greene County shall be \$200.00 for a single width booth, \$300.00 for a 1.5 width booth, and \$400.00 for a double width booth. The fees for a Commercial Vendor Booth Permit for a vendor from outside Greene County shall be \$400.00 for a single width booth, \$600.00 for a 1.5 width booth, and \$800.00 for a double width booth. The space of a single booth is equal to 20 feet by 20 feet.

122B.04 COMMERCIAL VENDOR BOOTH LOCATION. A vendor who has been granted a Jefferson Commercial Vendor Booth Permit shall locate its temporary sale facility at a location, and only at that location, to be determined by Jefferson Matters: Main Street.

122B.05 NONPROFIT VENDOR BOOTH - PERMIT REQUIRED. No nonprofit person of any kind shall provide or sell food or goods to the public, in Jefferson on July 25, 2023, at a location other than their regularly-established place of business unless said person shall first obtain a Nonprofit Vendor Booth permit from the City of Jefferson through Jefferson Matters: Main Street. This section shall apply to nonprofit persons desiring to sell food or beverages on their own premises for the RAGBRAI event, unless such person or organization is already regularly engaged in the sale of food or beverages and has a state license for such activity.

122B.06 NONPROFIT VENDOR BOOTH FEES. The fees for a Nonprofit Vendor Booth Permit for a nonprofit from Greene County shall be \$100.00 for a single width booth, \$150.00 for a 1.5 width booth, and \$200.00 for a double width booth. The fees for a Nonprofit Vendor Booth Permit for a nonprofit from outside Greene County shall be \$150.00 for a single width booth, \$225.00 for a 1.5 width booth, and \$300.00 for a double width booth. The space of a single booth is equal to 20 feet by 20 feet.

122B.07 NONPROFIT VENDOR BOOTH LOCATION. A vendor who has been granted a Jefferson Nonprofit Vendor Booth Permit shall locate its temporary facility at a location, and only at that location, to be determined by Jefferson Matters: Main Street.

122B.08 DESIGNATION OF JEFFERSON MATTERS: MAIN STREET AS AGENT; PERMIT APPLICATION REVIEW. The City of Jefferson delegates to Jefferson Matters: Main Street the responsibility for the receipt, review, and approval or rejection of permit applications, and determination of vendor locations. A permit applicant may appeal a decision of Jefferson Matters: Main Street to the City

Administrator of Jefferson, whose decision shall be final. The City of Jefferson, in its sole discretion, shall have the right to review the approval or rejection of any permit application. No application for a permit shall be denied on the basis of race, creed, color, sex, age, or country of origin of the applicant.

122B.09 HEALTH REGULATIONS. A person issued a Commercial or Nonprofit Vendor Booth Permit for the sale of food pursuant to this Ordinance shall comply with the Iowa Department of Health and Greene County Department of Health rules and regulations, including obtaining appropriate permits, pertaining to the sale and dispensing of food for consumption on its premises.

122B.10 REFUNDABLE CLEANUP DEPOSIT. Permitted vendors shall pay, at the time of application, a \$100.00 refundable deposit. If cleanup of the site is approved by Jefferson Matters: Main Street the deposit will be refunded.

122B.11 APPLICATION DEADLINE. All applications for permits must be received by June 1, 2023. Applications received after this date are not ensured of approval and are subject to a \$250.00 late fee.

122B.12 ELECTRICAL SERVICE. The fee for providing electrical service to each booth shall be \$50.00 per booth. Additional charges may apply if more than basic electrical needs are requested.

122B.13 PERSONAL MOTORIZED VEHICLES. The use of motorized vehicles such as scooters, golf carts, ATV's, etc. are prohibited in event venue areas, as designated by Jefferson Matters: Main Street, unless specifically authorized by Jefferson Matters: Main Street or the City of Jefferson.

122B.14 NUISANCE. The sale of food or the erection of a temporary facility for the sale of food or other merchandise without a Commercial or Nonprofit Vendor Permit on July 25, 2023, in violation of this chapter shall be considered a nuisance as defined by Chapter 50 of the Code of Ordinances of the City of Jefferson. If this type of nuisance is determined to exist, an emergency abatement procedure pursuant to Section 50.09 of the Code of Ordinances of the City of Jefferson is hereby authorized and may be executed by any peace officer or those acting at their direction by dismantling and removing the nuisance without notice.

122B.15 VIOLATIONS -- PENALTIES. Any violation of this chapter shall be subject to the criminal penalties provided by section 1.14 of the Code of Ordinances and shall also be a municipal infraction punishable by civil penalty as provided in chapter 4 of the Code of Ordinances. In the case of a violation the City of Jefferson in its discretion may issue a permit, subject to receipt of the regular permit fee, the regular late fee, and an additional special late fee of \$250.00.

122B.16 STREET CLOSINGS. On July 25, 2023, and without prior Council approval regarding the blocking of any streets, any Jefferson police officer, or any

person acting under the direction of a Jefferson police officer, may place barricades or road blocks in any City street, alley or roadway to redirect vehicular traffic in order to enhance the proper and safe flow of bicycle and vehicular traffic within the city limits of the City of Jefferson.

In addition to those barricades and road blocks that may be placed pursuant to the previous paragraph, the following streets shall be closed to through traffic for motor vehicles, as well as personal motorized vehicles as prescribed in Section 122B.13, from 8:15 a.m. to 2:00 p.m. on July 25, 2023:

1. Lincoln Way, between Grimmell Road and Cedar Street;
2. State Street, between Wilson Avenue and Chestnut Street;
3. West Street, between State Street and Harrison Street;
4. High Street, between State Street and Harrison Street;
5. Walnut Street, between State Street and Harrison Street;
6. Pinet Street, between State Street and Harrison Street;
7. Maple Street, between State Street and Harrison Street;
8. Oak Street, between State Street and Harrison Street;
9. Vine Street, between State Street and Harrison Street;
10. Wilson Avenue, between State Street and Harrison Street;
11. Chestnut Street, between State Street and Harrison Street;
12. Locust Street, between State Street and Harrison Street; and
13. Olive Street, between State Street and Harrison Street.

122B.17 OUTDOOR ALCOHOLIC BEVERAGE GARDEN. The presence of 20,000 to 25,000 extra people in Jefferson on July 25, 2023, many of whom may be consuming alcoholic beverages, has the potential to overwhelm local law enforcement personnel. Therefore, in order to ensure public safety and to facilitate police protection, the Council determines that there may be no more than one special event permit applicant permitted to operate an outdoor alcoholic beverage garden from a temporary location with a five day or fourteen day beer permit and/or five day or fourteen day liquor license. To help support the cost incurred by Jefferson Matters: Main Street to host RAGBRAI, Jefferson Matters: Main Street, or its designee, shall have the first option to apply for the necessary permits or licenses to

operate such alcoholic beverage garden at such location, but if Jefferson Matters: Main Street does not secure such a permit and/or license before July 1, 2023, the Council shall have the option to consider applications from other vendors. Businesses that have an existing liquor license for an outdoor service area as of the date of approval of this Ordinance shall be permitted to operate such within the space defined in their license. No temporary premises updates regarding outdoor service areas of existing license holders will be allowed for a date that includes July 25, 2023.

122B.18 CERTAIN ORDINANCES SUSPENDED. Effective July 25, 2023, 6:00 a.m., to July 25, 2023, 5:00 p.m., the following chapters and sections of the Code of Ordinances shall be suspended and shall not be enforced:

1. Section 69.07, subsection 17 (regarding parking between lot line and curb line).
2. Section 69.09 (regarding truck, recreational vehicle, and trailer parking).
3. Chapter 122 to the extent that the activity is permitted in accordance with this chapter.

122B.19 EFFECTIVE. The provisions of this chapter shall be in effect upon passage by the City Council of Jefferson, and shall be of no force or effect after July 26, 2023, except that penalties for violations occurring while it is in effect may be imposed after such date.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law. Due to its temporary nature the chapter added by this ordinance shall not be printed as part of the permanent Code of Ordinances of the City of Jefferson.

Passed by the City Council of Jefferson on _____, and approved on _____.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

I hereby certify that the foregoing ordinance was published in The Jefferson Herald on _____.

Roxanne Gorsuch, City Clerk

GREENE COUNTY DEVELOPMENT CORP.
MONTHLY STATUS REPORT- 5/3/23

-GCDC has completed the lease/purchase of the building we own off the square in Jefferson (referred to as the Aureon Building). The lease with Aureon ended April 30, 2023. Aureon has moved everything out and Midwest Mission began moving at the end of April. A lease/purchase agreement was completed with Midwest Mission, a charity/disaster relief organization with home offices in Illinois. They will lease the building as a distribution center servicing suppliers and volunteers in the western portion of the Midwest for one year beginning May 1, 2023. They have an option to purchase at the end of the lease.

-Midwest Mission will be responsible for the utilities and insurance during the lease. GCDC agreed to remove the carpeting and prepare the floor to be used for product storage and shipments.

GCDC also changed the door locks and fixed plumbing in the bathrooms. The building is now being occupied by Midwest Mission and we are pleased to have them in our community.

-During March and April a group from the Diversity Project Steering Committee, City Council, GCDC, and Board of Supervisors held several meetings to discuss the possibility of a Multicultural Family Resource Center (MFRC) to be located in Greene County. The Center would provide assistance to new and current residents getting established in the County. The Center would provide language and translation services, help residents locate community services, and support our schools and businesses. The Center would work directly with the school system, local government, the County Board of Supervisors, law enforcement, the church community, GCDC, Jefferson Matters, retail community, and local organizations.

-GCDC held several meetings with the School Superintendent to get input on possibly sharing the Center Director position between the community and the school system. The school system has agreed to be the primary employer of the Director and share that position with the community.

-Based on input from the joint meetings a job description for

the Multicultural Family Resource Center Director was developed and approved by the GCDC Exec. Board. A copy of the job description will be sent to the GCDC Voting Board prior to the May 9th meeting.

-A description/overview of the MFRC was developed based on input from the school, GCDC, City and BOS. This description was presented to the GCDC Exec. Board on May 2 and approved for presentation to the GCDC Voting Board on May 9th. A copy of that description/overview will be sent to the Voting Board prior to the May 9 meeting.

-If the MFRC program is approved by the GCDC Voting Board meetings will be held with the major employers, Jefferson City Council, and Board of Supervisors to establish funding for the Center and the Director position. The Greene County School System has tentatively agreed to contribute 25% of the Director salary and benefits.

-If funding is secured the school system will begin recruiting for the Director position with a possible start date for the Center of July, 2023.

-GCDC has applied for a State USDA grant that would help fund the Director and Center during 2023. We should know if the application was approved by the middle of May.

-GCDC continues to work with Latino IQ to contact Latino business owners with interest in our available buildings. The Diversity Project Steering Committee is continuing to work with several members of the tour and other interested Latino businesses. We are compiling information on available local buildings with the help of the City of Jefferson.

-GCDC has distributed information on the Prairie Lakes building located on the square in Jefferson. The building is for sale and includes a second floor apartment. Sensibly Chic is also available for sale or lease. That building also has second floor living space.

-GCDC held meetings with two new housing developers during April. Both meetings resulted in positive next steps that could hopefully lead to new housing projects.

-John Rigler set up a meeting with Danny Hagen, a successful housing developer out of Des Moines. He currently is completing housing projects in Fort Dodge and Mason City. He toured potential sites in Jefferson and

GCDC is working with him on RLF support through Region XII. There will be follow-up meetings to establish next steps.

-GCDC and the City of Jefferson met with Happe Homes, a large housing developer located in Ankeny. GCDC talked with them several years ago and at that time they were not ready to expand into rural communities. They are now ready to make that move because they believe Greene County represents the best opportunity for success in a rural county due to our progressive projects.

-They will be meeting with our housing group on May 11 to discuss project options and tours our local sites.

-John Rigler has a relationship with Kading Construction and will meet with them on May 12 to see if there is still interest in their project.

-The 144 CHI project has begun operation with immediate success. The project supports new housing and improved housing sites along the Highway 144 corridor. The group will be presenting their initial results to the GCDC Full Board Meeting on May 9.

-Andy Rowland has expanded the number of units in his housing project near the high school. He plans to construct 12 new apartments with garages, and 8 single family homes this Spring.

-Andy has requested funding support for the project and this will be discussed at the GCDC Voting Board Meeting on May 9. Part of the discussion will include establishing a standard GCDC program to support any potential new housing developer.

-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 March and others have shown interest.

-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.

-The RLF application for Elizabeth's Boutique was presented to the GCDC Voting Board at the March 14 meeting and approved. The final contract was signed during April and the funding check was issued.

-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.

-SBDC assistance was used for the current RLF applications by both Vive Chiropractic and Elizabeth's Boutique.

-GCDC is considering a membership drive to be conducted this Summer. A flyer was prepared and approved at the April GCDC Voting Board Meeting. GCDC will be asking members to help contact businesses and individuals who may have an interest in GCDC. The flyer is currently on the GCDC website and will be sent to current members for their assistance.

-There is currently a housing project under construction in Churdan. Andy Minnehan is heading up the effort to add nine apartments to the community. They have additional places for single family homes on in-fill lots. GCDC is helping connect them with Region XII for RLF support.

-GCDC and the City of Jefferson are currently working with two businesses that have interest in acquiring the vacant Electrolux site in Jefferson. Because the land was designated a Brownfield Site, all past restrictions need to be addressed. GCDC held an initial meeting with Electrolux and they are willing to discuss the transfer of the land. A follow-up zoom meeting will be held with GCDC Board members to discuss options and next steps.

MEETINGS

-GCDC worked with the Career Academy and Iowa Workforce Development to hold a job fair at the Academy on April 19th From 11 am to 3 pm almost 30 businesses talked with students about opportunities in Greene County and the

surrounding area. From 4 to 6 pm the event shifted to an open job fair for local residents to interview for open jobs. The students had a very positive experience and IWD felt the overall event was a success.

-GCDC will make their quarterly update/funds request to the Jefferson City Council on May 23.

-GCDC attended the monthly Iowa Economic Development Marketing Meeting on April 5. 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 Multicultural Center.

-IED will be presenting an update at the GCDC Full Board Meeting on May 9.

-Grow Greene County held their annual awards dinner at Wild Rose on April 4.

GCDC received funding to support our Special Projects account for 2023. This will allow us to help with funding for multiple local projects.

MINUTES

WATER/SEWER, STREET/ SANITATION COMMITTEES TUESDAY, MAY 16,2023, 12:00 NOON JEFFERSON CITY HALL

ATTENDEES: Mike Palmer, Dave Sloan, Harry Ahrenholtz, Dave Morlan, Jim Leiding, Mark Clouse, Joyce Richardson, Coltrane Carlson, and Tom and Melinda Heater(public)

MEETING CALLED TO ORDER 12:05PM

III. STREETS/PUBLIC IMPROVEMENT

A. Request for temporary closure at Rush Ridge Road on July 1,2023 from 7:00pm to 9:00pm for a neighborhood event. – Tom and Melinda Heater explained that they want to close off Rush Ridge Rd, west side of horseshoe, it will only block 4 or 5 houses on July 25th for a neighborhood party. Committee approved to barricade that area from 6:00pm to 10:00pm. Dave M to drop off barricades for them to use and Tom will put them in place. This needs to go on the city council agenda for final approval.

I. SEWER

A. Request for sewer adjustment – sewer adjustment for 600 W Madison- homeowners gone for winter and son used restroom when he checked the house, toilet was left running. Water went in sewer so sewer charge needs to be over \$500 before it will be considered. The sewer was not over \$500 so the request was denied. It was also brought to attention that the policy including the \$500 sewer limit has not been changed since 2011. Committee to review this to see if this part of the policy needs adjusted due to inflation. This will be placed on the committee agenda for the next meeting.

B. Roof leaking on a building at wastewater– Dave M presented two bids for roof repair. The first one was from Affordable Quality Roofing & Exteriors for \$25,830.00 and the second one was from Hawkeye Flat Roof Solutions for \$17,913.00. After discussion, the committee approved the bid from Hawkeye Flat Roof Solutions. This is to be placed on the city council agenda for final approval.

II. WATER

A. *Diffuser cleaning update – Dave M said Marty has received the chemical and has started the cleaning process for the filters. Dave M or Marty to give another update in the next meeting. This will need to be placed on the agenda for the next committee meeting.*

III. STREETS/PUBLIC IMPROVEMENT

B. *Discussion of alley improvements in areas of Elm St, Washington St, Chestnut St, and Adams St. – as an example, Mike P brought up the Shadran alley and the current condition it is in. Dave M said blacktop might be better for that alley due to the heavy trucks using it. He has Pavement Dr's coming to look and repair other areas so he will see what they can do to get it by until it can be hired out. The city guys will repair the alley behind Murphy's Meat Market themselves. This is to be placed on the next committee agenda for Dave to give a follow-up.*

C. *Road improvement update for E Mahlon Street – Dave M said that he will have the company repair where the seal coat has broken up from last year's repair, and he will get separate bids. He is staggering the roads so the same ones are not repeated each year. This will be after July 1st. This will need to be placed on the agenda for next committee meeting for Dave M to give an update.*

D. *Discussion of amending the 2018 fee schedule for city – Departments needed more time to review the current schedule of fees. Once done they are to give their changes to Joyce so she can redo the list and present it to the committee for approval. All updates and changes need to be given to Joyce by August 1, 2023. This is to be added to the committee agenda for updates.*

E. *Sidewalk replacement/shared paths – Chad was absent, he is to give update in the next committee meeting. This is to be placed on the agenda for the next committee meeting.*

F. *Dave M spoke of the roof leaking at the street shed and he presented two estimates. The first estimate was from Affordable Quality Roofing for \$69,615.00 and the second one was from Hawkeye Flat Roof Solutions for \$37,985.00. The committee approved the estimate from Hawkeye Flat Roof Solutions. This will need to come out of next year's budget and it currently is not accounted for. The roof is original to the building.*

G. *Mark C. spoke about a request he got from the Central Christian Church and the First Presbyterian Church. The churches would like to have a block party on June 25th from 2pm to 5pm. They would like to block off the 300 block of East State Street (Elm to Oak) between the church and the parking lot. Mark said they will need block barricades and he will take the roll stop sign from the school down there for them to use as well. Committee approved so this will need to be placed on the agenda for the next city council meeting.*

H. Mike P presented maps for the Ragbrai route and the Bell Tower set up from Matt Wetrich. Matt was not present at the meeting and the committee had questions. Committee recommends that Matt W. meet with Dave M, Mark C, and Mike P about the maps to finalize something and bring it to the next committee meeting for approval. This is to be placed on the next committee meeting agenda.

IV. SANITATION/RECYCLING

A. Waste collection report – 215.91 tons

B. Recycle report – 19.78 tons

C. Dave M updated the committee on the repairs of the sanitation truck.

MEETING ADJOURNED AT 1:03PM