

AGENDA

COUNCIL MEETING
Tuesday, October 24, 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. Sewer bill forgiveness: Brent & Loretta Goughnour
- B. 10/10/23 regular Council minutes
- C. 10/17/23 special Council minutes
- D. Approve Sidewalk Reimbursement for Dan Woodley
- E. Al's Corner Oil Company, dba Sparky's One Stop #22, Class B Retail Alcohol license.

IV. NEW BUSINESS:

- A. ORDINANCE: "Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017, by Amending Provisions Relating to Water Services."
- B. ORDINANCE: "Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017, by Amending Provisions Relating to Zero Lot Line Zoning."
- C. ORDINANCE: "Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017, by Amending Provisions Relating to Front Yard Setbacks for Infill Lots."
- D. ORDINANCE: "Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017, by Amending Provisions Relating to Fences."
- E. ORDINANCE: "Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017, by Amending Provisions Relating to Water Rates."
- F. RESOLUTION: Approving a Region XII Local Planning and Administrative Assistance Contract to Apply for an Iowa Economic Development Authority Community Development Block Grant for Upper-Story Rental housing at 114 & 116 N. Wilson Avenue.
- G. RESOLUTION: Setting Time and Place for a Public Hearing Concerning Application for a Community Development Block Grant for 114 & 116 N. Wilson Avenue Housing Fund
- H. RESOLUTION: "Approving Policy Regarding Sidewalk Maintenance, Repair, and Cost Sharing."
- I. ORDINANCE: "Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017, by Amending Provisions Pertaining to Downtown Sidewalk Maintenance and Repair Responsibility."
- J. RESOLUTION: Approving \$70,000 Economic Development Forgivable Loan Agreement with Greene Ventures, LLC."
- K. RESOLUTION: "Approving 28E Agreement for the Operations of the Daubendiek Park Disc Golf Course."
- L. RESOLUTION: "Approving 28E Agreement for Sharing the Operating Costs of the Jefferson Animal Center."
- M. Consider Purchase of Directional Boring Unit.

V. REPORTS:

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

VI. ADJOURN.

TO: Mayor and City Council Members
FROM: Scott Peterson, City Administrator
SUBJECT: General Information Memo
Regular City Council Session
Tuesday, October 24, 2023 5:30 p.m.

Forgive Sewer Fee: The Water/Sewer Committee recommends forgiveness of \$306.13 in sewer charges for Brent & Loretta Goughnour, 600 W. Madison. They had an underground leak between their house and the garage hydrant.

Connection Fees for Large Water Services: The Water/Sewer Committee discussed the possibility that customers installing water lines in excess of 1” would be charged only the incremental costs over the costs of a normal installation. The Committee did not recommend implementing this change and recommends that the Council proceed with the second reading of the ordinance as previously presented, stating that the customer now be made responsible for the installation costs of water services larger than one inch.

Zero Lot Line Zoning: An ordinance allowing for duplexes to be built with “zero lot line” begins on page 7. This will be the second reading of this ordinance.

Front Yard Setback for Infill Lots: An ordinance is proposed allowing the construction of new homes on in-fill lots to be built at the same front yard setback as the existing homes. The ordinance is on page 11. This will be the second reading of this ordinance.

Fence Regulations: On page 13 is a proposed ordinance regulating fences and materials of which fences can be constructed. This was tabled from the previous meeting. The prohibition on the use of corrugated metal siding as a fence material has been removed. This will be the first reading of this ordinance.

Water Rates: The Water/Sewer Committee is recommending that retail water rates be increased by 5%. Page 15 shows the proposed rates and the increased cost based on varying usage.

The rate increase will allow the City to continue to save funds for future capital projects, including improvements to the water plant.

Jolene Peters – Art on the Fly CDBG: Jolene Peters proposes to apply for a CDBG for second story residential at her property at 114 & 116 N. Wilson Street. The Council is asked to approve the technical assistance contract with Region XII. The cost to the City of this contract is \$1,000.

The Council is also asked to set November 14th as the date for a public hearing on this application.

Sidewalks: The Water/Sewer/Streets Committee has been working on a sidewalk policy for a few months. They recommend the policy regarding sidewalk maintenance and replacement which begins on page 24. This policy also states how the City’s sidewalk cost sharing program operates.

Responsibility for Downtown Sidewalks: The Water/Sewer/Streets Committee also recommends a change to the clarify maintenance responsibilities of sidewalks in the downtown area. This is included in the ordinance on page 27.

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Greene Bean: The forgivable loan agreement for the improvements to the Greene Bean building at 200 & 202 N Wilson Street begins on page 31.

Disc Golf Course 28E: City staff proposes to return to the Disc Golf Club the remainder of the donations which they raised during the construction of the Disc Golf Course in the amount of \$7,065.21. This is also a good time to detail maintenance responsibilities on the disc golf course between the City and the Club. A 28E Agreement begins on page 41. This agreement has been approved by the Park & Rec Commission.

Animal Shelter 28E: Greene County has approved the 28E Agreement regarding sharing expenses for the Animal Shelter. Greene County will contribute \$15,000 annually. This amount will be prorated for the remainder of this fiscal year.

There will be a separate 28E between Jefferson and the other Greene County communities. This agreement is still pending.

Directional Boring Unit: Public Works proposes the purchase of a small directional boring machine, primarily for use in the Water Department. Information about the proposed purchase begins on page 52. The purchase price is \$82,092.96. The Water/Sewer Committee recommends this purchase. This is a budgeted item.



Sidewalk Reimbursement

70156737

From		DATE	
City Boys		10-10-2023	
NAME			
ADDRESS			
Dan Woodly			
CITY, STATE, ZIP			
501 West State			
SOLD BY	CASH	CHECK	CREDIT CARD
			ON. ACCT.
			MDSE RETURN
			PAID OUT
QUAN.	DESCRIPTION	PRICE	AMOUNT
	230' of 5' sidewalk		
		\$6.50	00
RECEIVED BY			

KEEP THIS RECEIPT FOR REFERENCE

Reina huse

$$230 \times 5 = 1150 \text{ sq.}' \times \$5.00$$

Dan Woodly

\$ 5750.00

Lost Sidewalk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
OF JEFFERSON, IOWA, 2017, REGARDING THE RESPONSIBILITY FOR
WATER SERVICE PIPES

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

SECTION 1. Amendment. Section 90.11 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is hereby amended by deleting the section in its entirety, and in its place a subsection stating as follows:

90.11 RESPONSIBILITY FOR WATER SERVICE PIPE. The costs and expenses incident to the installation, connection and maintenance of the water service pipe shall be in accordance with the following:

1. Property Owner. The property owner shall be responsible for all costs and expenses of the installation and maintenance of the water service pipe from the curb valve or street right of way line, whichever is closer to the main, to the building served. Additionally, for all water service pipes larger than one inch (1") in diameter, the property owner shall be responsible for all costs and expenses of the installation and connection of the water service pipe from the main to the curb valve or street right of way line, whichever is closer to the main.

2. City. The City shall be responsible for all costs and expenses of the maintenance of the water service pipe from the main to the curb valve of street right of way line, whichever is closer to the main. Additionally, for all water service pipes one inch (1") or smaller in diameter, the City shall be responsible for all costs and expenses of the installation and connection of the water service pipe from the main to the curb valve or street right of way line, whichever is closer to the main.

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. 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 4. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Finally passed by the Council on _____, 2023, and approved on _____, 2023.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JEFFERSON, IOWA, 2017, TO ALLOW ZERO LOT LINE STRUCTURES

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

SECTION 1. Subsection Added. Section 165.26 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is hereby amended by adding Subsection 10, which shall be as follows:

10. Zero Lot Line Structures. The purpose of this subsection is to allow for development of single-family and duplex dwellings on property with design standards prescribed to allow for zero lot line setbacks. This concept is intended to provide more usable yard area, maximize views, conserve energy, and provide development flexibility. Zero lot line development is intended to allow for alternate siting of single-family, duplex and townhouse dwellings on individual lots if the development standards of the residential zone can be met. The requirements of this chapter shall be considered as modifications to the zoning requirements relating only to setbacks. Any zero lot line development approval under this section shall be restricted to development as herein prescribed.

A. Zero lot line with existing subdivisions. Except as specifically provided otherwise, all requirements of plats on developed land within the City are unchanged, to include but not be limited to the application of all provisions of this title and the currently adopted International Residential Code adopted by the City.

B. Zero lot line with new subdivisions. A zero lot line development may be completed in conjunction with the subdivision of property through the subdivision process. Zero lot line applications in conjunction with plats by survey must be presented at a public hearing before approval may be granted.

C. Zero lot line design standards. Notwithstanding any other provision in the Code of Ordinances of the City of Jefferson and this title, a zero lot line development may be approved and thereafter developed in conformity with the following design standards:

- a. All dwellings constructed within the zero lot line development shall be so constructed as to share a common property line with an adjoining parcel or lot.
- b. All lots located within a zero lot line development shall be designated as having the following property lines:

- i. Front street property line, which shall be the property line adjacent to the street or public thoroughfare by which access is gained to the lot;
 - ii. Rear lot line, which shall be the lot line opposite the front street property line;
 - iii. Interior property line, which shall mean the lot line shared with the adjoining parcel or lots except for corner lots, where the side street property line shall be known as the side street property line;
 - iv. Common property line shall mean the property line on which the dwelling structure is located, and which is shared with an adjoining property owner;
 - v. The dwelling unit shall be placed upon only one interior property line with zero setbacks.
- c. No zero lot line shall be allowed for the yard adjacent to a public or private street.
- d. Each dwelling shall be located on its own individual platted lot. The plat shall indicate the zero lot line easements and restrictions appurtenant thereto. A construction maintenance agreement between the owners of the zero lot line lots shall be prepared at the expense of the property owners and recorded in the Greene County Recorder's Office. The agreement shall provide for a minimum five-foot reciprocal repair and maintenance easement extending in all directions from all zero setback walls. The purpose of the easement is for the maintenance and repair of the dwellings located on the zero lot line. The agreement shall address how maintenance and repairs are to be paid for, as well as how new construction shall be agreed to by the property owners. Restrictions shall be provided to limit changes of color, materials, and design of the dwelling as to be compatible with the attached unit.

SECTION 2. Subsection Added. Section 165.28 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is hereby amended by adding Subsection 10, which shall be as follows:

10. Zero Lot Line Structures. The purpose of this subsection is to allow for development of single-family and duplex dwellings on property with design standards prescribed to allow for zero lot line setbacks. This concept is intended to provide more usable yard area,

maximize views, conserve energy, and provide development flexibility. Zero lot line development is intended to allow for alternate siting of single-family, duplex and townhouse dwellings on individual lots if the development standards of the residential zone can be met. The requirements of this chapter shall be considered as modifications to the zoning requirements relating only to setbacks. Any zero lot line development approval under this section shall be restricted to development as herein prescribed.

D. Zero lot line with existing subdivisions. Except as specifically provided otherwise, all requirements of plats on developed land within the City are unchanged, to include but not be limited to the application of all provisions of this title and the currently adopted International Residential Code adopted by the City.

E. Zero lot line with new subdivisions. A zero lot line development may be completed in conjunction with the subdivision of property through the subdivision process. Zero lot line applications in conjunction with plats by survey must be presented at a public hearing before approval may be granted.

F. Zero lot line design standards. Notwithstanding any other provision in the Code of Ordinances of the City of Jefferson and this title, a zero lot line development may be approved and thereafter developed in conformity with the following design standards:

- a. All dwellings constructed within the zero lot line development shall be so constructed as to share a common property line with an adjoining parcel or lot.
- b. All lots located within a zero lot line development shall be designated as having the following property lines:
 - i. Front street property line, which shall be the property line adjacent to the street or public thoroughfare by which access is gained to the lot;
 - ii. Rear lot line, which shall be the lot line opposite the front street property line;
 - iii. Interior property line, which shall mean the lot line shared with the adjoining parcel or lots except for corner lots, where the side street property line shall be known as the side street property line;
 - iv. Common property line shall mean the property line on which the dwelling structure is located, and which is shared with an adjoining property owner;
 - v. The dwelling unit shall be placed upon only one interior property line with zero setbacks.

- c. No zero lot line shall be allowed for the yard adjacent to a public or private street.
- d. Each dwelling shall be located on its own individual platted lot. The plat shall indicate the zero lot line easements and restrictions appurtenant thereto. A construction maintenance agreement between the owners of the zero lot line lots shall be prepared at the expense of the property owners and recorded in the Greene County Recorder's Office. The agreement shall provide for a minimum five-foot reciprocal repair and maintenance easement extending in all directions from all zero setback walls. The purpose of the easement is for the maintenance and repair of the dwellings located on the zero lot line. The agreement shall address how maintenance and repairs are to be paid for, as well as how new construction shall be agreed to by the property owners. Restrictions shall be provided to limit changes of color, materials, and design of the dwelling as to be compatible with the attached unit.

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

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.

Finally passed by the Council on _____, 2023, and approved on _____, 2023.

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

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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
OF JEFFERSON, IOWA, 2017, TO ALLOW FOR
INFILL SITE DEVELOPMENT

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

SECTION 1. Subsection Added. Section 165.07 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is hereby amended by adding Subsection 94, which shall be as follows:

94. Infill Development. The construction of a building or structure on an undeveloped parcel located in a predominantly developed area.

SECTION 2. Subsection Added. Section 165.07 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is hereby amended by adding Subsection 95, which shall be as follows:

95. Infill Site. Any undeveloped lot, parcel or tract within developed areas and where water, sewer, streets and fire protection have already been constructed or are provided to the predominantly developed area.

SECTION 3. Subsection Added. Section 165.26 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is hereby amended by adding Subsection 5(K), which shall be as follows:

Infill Development. Notwithstanding anything to the contrary in this Section 165.26, the minimum front yard setback of a residential dwelling on an Infill Site shall be the minimum front yard setback of the dwelling closest to the street on the same block that faces the same street that abuts the Infill Site, exclusive of steps, decks and other accessor structures.

SECTION 4. Subsection Added. Section 165.28 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is hereby amended by adding Subsection 5(K), which shall be as follows:

Infill Development. Notwithstanding anything to the contrary in this Section 165.26, the minimum front yard setback of a residential dwelling on an Infill Site shall be the minimum front yard setback of the dwelling closest to the street on the same block that faces the same street that abuts the Infill Site, exclusive of steps, decks and other accessor structures.

SECTION 5. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. 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 7. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Finally passed by the Council on _____, 2023, and approved on _____, 2023.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JEFFERSON, IOWA, 2017, REGULATING FENCING MATERIALS

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

SECTION 1. Subsection Added. Section 165.45 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is hereby amended by adding Subsection 9, which shall be as follows:

9. Fence Materials. Fences in every district shall conform to the following specifications:

- A. Fences shall be constructed only of materials commonly used for landscaping or fencing, such as masonry block, brick, field stone, limestone, concrete, lumber, vinyl, or chain link. Fences shall not be constructed from chicken wire, livestock panels or salvage material. Vertical board fences shall have a maximum edge to edge spacing between the boards of one inch less than the width of the widest board.
- B. Fences shall not be electrified.
- C. Chain link fences shall have a maximum opening between the links of $2 \frac{3}{8}$ inches as measured diagonally. Support posts shall be firmly implanted in the ground and shall be spaced not more than ten feet apart. Chain link fencing shall be attached to the top rail by fence ties at intervals of not more than three feet apart. Fencing shall be attached to the support posts and top rail by using standard chain link fence hardware.
- D. Wrought iron fences shall have a maximum spacing of four inches between the vertical rails and a minimum spacing of five feet between the horizontal rails.
- E. The finished side of any fence shall face out from the enclosed lot.
- F. Every fence shall remain structurally sound and in a good state of repair or shall be removed.

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. 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 4. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Finally passed by the Council on _____, 2023, and approved on _____, 2023.

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

Proposed Water Rate for 2023

Flat Rate per month (First 134 cubic feet)	\$13.07
Charge Rate (per 100 cubic feet, all over 134)	\$8.20

Total Cubic Feet Used	2023 Monthly Increase
200	\$0.93
300	\$1.34
400	\$1.75
500	\$2.17
600	\$2.58
700	\$3.00
800	\$3.41
900	\$3.82
1000	\$4.24



Average Uses

- Household of 1 270 cubic feet
- Household of 2 540 cubic feet
- Household of 3 810 cubic feet
- Household of 4 1080 cubic feet

Please call City Hall at 386-3111 for more information about your bill and the proposed water rate increases

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISION
PERTAINING TO WATER RATES

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

SECTION 1. Section Amended. Section 92.02 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

92.02 RATES FOR SERVICE. Water services shall be furnished at the following monthly rates within the City:

(Code of Iowa, Sec. 384.84)

Cubic Feet Used Per Month	Rate
First 134	\$13.07 (minimum bill)
All Over 134	\$8.20 per 100 cubic feet

SECTION 2. 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 3. When effective. This ordinance shall be effective as of the beginning of the monthly water and sewer billing cycle that commences immediately after this ordinance is published as required by law.

Finally passed by the Council and approved on October 24, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

- - - -

I hereby certify that the foregoing ordinance was published in The Jefferson Herald on _____, 2023.

Roxanne Gorsuch, City Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING A REGION XII LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT TO APPLY FOR AN IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT FOR UPPER-STORY RENTAL HOUSING AT 114 & 116 NORTH WILSON AVENUE

WHEREAS, the City of Jefferson has an immediate need to provide residential rental housing for low- to moderate-income persons within the community especially within certain downtown buildings; and

WHEREAS, Art On The Fly, LLC (the “Developer”) proposes to rehabilitate existing space on the upper story of a building located at 114 & 116 North Wilson Avenue in Jefferson (the “Upper Story Rental Housing Project” or the “Project”); and

WHEREAS, the City wishes to apply for a grant from the Iowa Economic Development Authority under the Iowa CDBG program for the Project; and

WHEREAS, the City wishes to obtain technical assistance from the Region XII Council of Governments, Inc. (“Region XII”) for the preparation and submission of the grant application.

WHEREAS, a proposed Local Planning and Administrative Assistance Contract between the City and Region XII is now before this Council, under the terms and conditions of which Region XII will complete the necessary environmental review, coordinate with the Developer, and prepare and submit the grant application; and

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

Section 1. The Local Planning and Administrative Assistance Contract is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Contract on behalf of the City, in substantially the form and content in which the agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Contract.

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

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

Passed and approved on October 24, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT

CITY OF JEFFERSON

ENVIRONMENTAL REVIEW FOR HOUSING APPLICATION

Article 1.0 IDENTIFICATION OF PARTIES. This contract is entered into by and between the Region XII Council of Governments, hereinafter referred to as COG, and the City of Jefferson, hereinafter referred to as the City.

Article 2.0 STATEMENT OF PURPOSE. The City intends to submit a Community Development Block Grant (CDBG) application to the Iowa Economic Development Authority (IEDA) for upper story conversion to housing. The City wishes to engage the COG to provide certain technical and professional services for this application.

Article 3.0 AREA COVERED. The COG shall perform all the work and services required under this contract in connection with and respecting required up-front environmental work in order for the City to submit a complete CDBG-Housing application to IEDA. The application will be on behalf of a private sub-recipient proposing to convert space on the second story of both 114 and 116 N Wilson Street in Jefferson to housing units.

Article 4.0 STATEMENT OF WORK AND SERVICES. The COG shall perform in a satisfactory and proper manner as determined by the City, the following work and services:

Specific activities completed by the COG shall include:

- Completing the necessary environmental review actions needed to submit a competitive application;
- Coordinating with the developer(s) for his or her chosen properties that will be the subject of the application to ensure proper information for the selected properties is included;
- Attendance at public hearings and other meetings as needed or desired; and
- Submission of the CDBG application to IEDA.

Responsibilities of the City or its designees shall include but are not limited to:

- Provision of information needed for completion of the application;
- Serving as a liaison to the developer, if necessary, and
- Convening of any required meetings, including public hearings.

Article 5.0 TIME PERFORMANCE. The services of the COG are to be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before December 31, 2023.

Article 6.0 CONDITION OF PAYMENTS. The City will pay the COG \$1,000.00 for services outlined in Article 4.0. The City will also reimburse the COG for any publication costs related to the application not directly paid by the City.

- Article 7.0 AMENDMENTS.** Any changes to the Contract that are mutually agreed upon by both the COG and the City shall be incorporated into this Contract through written amendment signed by both parties.
- Article 8.0 TERMINATION.** Upon written agreement between the City and the COG, this contract may be declared null and void, whereupon all work completed to date of nullification shall be turned over to the City and the City shall reimburse the COG for the work completed.
- Article 9.0 INDEMNIFICATION.** The City will defend, indemnify and hold harmless the COG and its officers, commissioners and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any actions under this Contract.
- Article 10.0 GRANT ADMINISTRATION.** If the CDBG application is funded, the City will enter into a separate contract with the COG for administration of the CDBG at a cost not to exceed the administrative costs as identified in the CDBG application.

IN WITNESS THEREFORE, the parties hereto have executed this Contract on the day and year specified below.

REGION XII COG

THE CITY OF JEFFERSON

BY: _____
 Richard T. Hunsaker Date
 Executive Director

BY: _____
 Matt Gordon Date
 Mayor

RESOLUTION NO. _____

RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING
CONCERNING APPLICATION FOR A COMMUNITY DEVELOPMENT
BLOCK GRANT FOR 114 & 116 NORTH WILSON AVENUE
HOUSING FUNDING

WHEREAS, the City is considering applying for a Community Development Block Grant for funding the creation of upper story housing units primarily for LMI residents in Jefferson's downtown area at 114 & 116 North Wilson Avenue; and

WHEREAS, the City is required to hold a public hearing concerning the City's application for such funds; and

WHEREAS, a public hearing shall be held on the aforementioned resolution, and published and posted pursuant to the requirements of the Code of Iowa.

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

Section 1. The City Council shall meet at the Municipal Center in Jefferson, Iowa, on November 14, 2023, at 5:30 p.m., at which time and place a public hearing shall be held concerning a potential application for a Community Development Block Grant for funding for upper story housing units for the 114 & 116 North Wilson Avenue building.

Section 2. The City Clerk of the City of Jefferson shall publish notice of the public hearing and the proposal one time, not less than ten days nor more than twenty days before the date of the meeting, in the Jefferson Herald, a legal newspaper published and having a general circulation within the City of Jefferson, pursuant to Iowa Code Section 384.16(3).

Section 3. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 4. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Adopted and approved on October 24, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

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Legal Notice

Notice of Public Hearing on a Community Development Block Grant –from the Iowa Economic Development Authority for Housing Conversion

A public hearing will be held on Tuesday, November 14, 2023 at 5:30 PM at the Jefferson City Hall, 220 North Chestnut, Jefferson, IA.

The purpose of this hearing is to receive public comments concerning the City of Jefferson applying for a Community Development Block Grant from the Iowa Economic Development Authority to provide funds for upper story housing units within the city's downtown area. Items to be discussed for approval are the proposed project activities, costs, locations and the amount of funds required to complete the project.

The proposed project will create up to ____ new rental units at 114 & 116 N. Wilson St., Jefferson, IA. A minimum of 51% of the units will be rented to families at or below 80% LMI.

This public hearing will also include discussion about Community Development and Housing Needs of the community including major housing and community development needs of low-to-moderate income residents of the community, other major housing and community development needs (for non-low-to-moderate income residents), planned or potential activities to address the needs identified. Persons with special needs or translation services should make this request to the City of Jefferson no later than 4:00 PM on Monday November 13, 2023 at (515) 386-3111. Written comments or questions may be submitted to Jefferson City Council, 220 North Chestnut, Jefferson, IA or electronically to roxanneg@cityofjeffersoniowa.net no later than 4:00 p.m. November 14, 2023. Meeting minutes from the public hearing will be available by contacting the City of Jefferson at (515) 386-3111.

RESOLUTION NO. _____

A RESOLUTION APPROVING POLICY REGARDING
SIDEWALK MAINTENACE, REPAIR, AND COST SHARING

WHEREAS, the City desires to ensure safe public sidewalks by providing financial assistance for the repair or replacement of defective sidewalks; and

WHEREAS, the City has created a sidewalk repair cost share program to facilitate the use of public funds for sidewalk improvements; and

WHEREAS, the attached policy has been developed to assist staff, employees, and the public by describing the cost share program, defining key terms, and outlining program eligibility.

WHEREAS, the attached policy shall operate in addition to the sidewalk-related provisions in Chapter 136 of the Code of Ordinances of the City of Jefferson.

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

Section 1. The City approves the attached policy regarding the sidewalk maintenance, repair, and cost sharing.

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

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

Passed and approved on October 24, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

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SIDEWALK MAINTENANCE, REPAIR, AND COST SHARE

Policy Purpose: To ensure safe public sidewalks through the repair or replacement of defective sidewalks and financial assistance to incentivize sidewalk replacement. This policy is in addition to City Code of Ordinance Chapter 136.

Definition of Defective Sidewalks:

- Vertical separations equal to three-fourths ($3/4$) inch or more.
- Horizontal separations equal to three-fourths ($3/4$) inch or more.
- Holes or depressions equal to three-fourths ($3/4$) inch or more.
- Spalling over fifty (50) percent of a single square or panel of sidewalk with one or more depressions equal to one-half ($1/2$) inch or more.
- A single square or panel of sidewalk cracked in such a manner that no part thereof has a piece greater than one (1) square foot or is cracked in such a manner that it constitutes a danger or potential danger to the public.
- A sidewalk with any part thereof missing to the full depth.
- A deviation on the staked and constructed grade equal to three-fourths ($3/4$) inch or more.

Repair vs. Replacement

All new sidewalk construction or replacement sidewalks shall be five feet (5') in width.

Property owners may choose to replace individual panels of defective sidewalks with 4' wide panels. Repairs are not eligible for the cost-share program.

If 50% or more of the panels spanning the width of the lot are defective, the entire sidewalk must be replaced with a 5' wide sidewalk.

For corner lots, if 50% or more of the panels spanning the length or width of the lot are defective, the sidewalk on that side must be replaced with a 5' wide sidewalk.

If the sidewalk on a corner is being replaced, the City will bear 100% of the costs for handicap ramps, detectable warnings, and the sidewalks located within the corner radius.

Applicants may request that the property owner's cost for sidewalk replacement be paid to the City over a 24-month period with zero interest. Applicants need to be in good financial standing with the City.

Construction shall comply with SUDAS and City Code Chapter 136.

Sidewalk Cost-Share Program

The City of Jefferson has a sidewalk replacement program that will cost share the replacement of sidewalks in the right of way to eliminate hazards or ADA issues. To utilize the program, property owners are required to get prior authorization from the City for the work. The City Building Official will inspect the sidewalk and determine how many square feet qualify for the program. When the property owner has completed the work, the City will reimburse \$5.00 per square foot. A limited budget is available yearly for this program and is allocated on a first come, first served basis. If you would like more information or would like to apply for the sidewalk replacement program, you can call the Building Official.

Sidewalk Repair Cost Share Program Description/Eligibility/Requirements

- Only public sidewalks in the city right-of-way qualify; service walks which run to the house or curb from the city sidewalk are excluded from the program.
- Funding is available on a first-come, first-serve basis. Funds may be spent during a fiscal year up to the amount which has been budgeted

for this line item. Some requests/cost shares may be placed on a waiting list for future funds.

- Single-family through tri-plex residential properties, commercial properties and churches are eligible. The program is not available to multi-family properties greater than a tri-plex or industrial properties.
- Property owners replacing sidewalks which have not been determined defective and those installing new sidewalks where none previously existed are eligible for cost-share.
- For homeowners self-contracting their sidewalk project, the maximum amount of financial incentive will be the total amount of materials. Self-contracted costs may include reasonable payments to individuals assisting with the installation and equipment rental fees.
- Applicants for cost share assistance must complete an application to participate in the program and acquire a sidewalk construction permit.

*****NOTE:** On occasion sidewalks may be deemed so hazardous (condemned) that immediate remediation is necessary, and the work may be ordered to be immediately completed at the property owner's expense. This may be eligible for cost-share if budgeted funds are still available.

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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISIONS PERTAINING TO DOWNTOWN SIDEWALK MAINTENANCE AND REPAIR RESPONSIBILITY

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

SECTION 1. Section Amended. Section 136.05 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

136.05 CITY MAY ORDER REPAIRS

1. Notice and Assessment for Repairs. If the abutting property owner does not maintain sidewalks as required, the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within a reasonable time and if such action is not completed within the time stated in the notice, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax

2. Responsibility for Downtown Sidewalks. This Subsection shall apply to sidewalks located in the "Downtown Area" as defined in Subsection 3 of this Section. For sidewalks located in the Downtown Area, if the sidewalks that are 8 foot-wide or less, the property owner would be responsible for the repairs, replacement or reconstruction of the 4 feet of the sidewalk abutting the building while the City would be responsible for the remaining portion of the sidewalk to the street. For sidewalks in the Downtown Area that are more than 8 foot-wide, the property owner and City would each be responsible for half the cost of repairs, replacement or reconstruction.

3. "Downtown Area" Defined. For the purposes of this Section, the Downtown Area shall refer to Blocks 9, 10, 11, 18, 19, 22, 23, and 24, as well as the Public Square, in the Original Town (now City) of Jefferson, Greene County, Iowa. Described locally, this area shall encompass the sidewalks located along and abutting the following streets:

- A. The west and east sidewalks along Wilson Avenue between East Harrison Street and East Washington Street;
- B. The west and east sidewalks along Chestnut Street between East Harrison Street and East Washington Street;
- C. The east sidewalk along Vine Street between East Harrison Street and East Washington Street;
- D. The west sidewalk along Locust Street between East Harrison Street and East Washington Street;
- E. The north and south sidewalks along East State Street

- between North Vine Street and North Locust Street;
- F. The north and south sidewalks along East Lincoln Way between Vine Street and Locust Street;
- G. The south sidewalks along East Washington Street between North Vine Street and North Locust Street; and
- H. The north sidewalks along East Harrison Street between South Vine Street and South Locust Street.

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed

SECTION 3. 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 4. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Finally passed by the Council on _____, 2023, and approved on _____, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

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RESOLUTION NO. _____

A RESOLUTION APPROVING \$70,000 ECONOMIC DEVELOPMENT
FORGIVABLE LOAN AGREEMENT
WITH GREENE VENTURES, LLC

WHEREAS, the City of Jefferson, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Jefferson Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the Jefferson Urban Renewal Plan, as amended, provides that eligible urban renewal projects include the City providing incentives to persons to make repairs and improvements to buildings in the downtown area of the Urban Renewal Area, including repairs and improvements to roofs, exterior and interior walls, foundations, front facades, flooring, ceilings, and electrical, plumbing, and HVAC systems; and

WHEREAS, a proposed Economic Development Forgivable Loan Agreement between the City and Greene Ventures, LLC (the “Developer”) is before this Council, pursuant to which agreement the City would make a \$70,000 economic development loan to the Developer (forgivable over a period of 10 years) for the purpose of making improvements to a building owned by it and located at 200 & 202 North Wilson Avenue that will enable the Developer to replace the roof, second story windows, and the southwest storefront door and window in addition to adding HVAC and other improvements to the second story apartment (the “200 & 202 North Wilson Avenue Project”); and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors.

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

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds that:

- (a) The 200 & 202 North Wilson Avenue Project will continue to foster diversity and generate new opportunities for the Jefferson and Iowa economies;
- (b) The 200 & 202 North Wilson Avenue Project will generate public gains and benefits, particularly in promoting visits to the Jefferson community by persons from outside the community that will result in the patronage of local businesses, which are warranted in comparison to the amount of the proposed incentive. Housing will also be added by renovating the second story apartment.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by entering into the Economic Development Forgivable Loan Agreement and providing the forgivable loan to the Developer.

Section 3. The Economic Development Forgivable Loan Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

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

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

Passed and approved on October 24, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

ECONOMIC DEVELOPMENT FORGIVABLE LOAN AGREEMENT

This Economic Development Forgivable Loan Agreement is dated _____, and is between the City of Jefferson, Iowa (the “**City**”), and Greene Ventures, LLC (collectively 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 200 & 202 N Wilson Ave., legally described as follows:

S1/3 of Lot 92, Block 9, Original Town of Jefferson, Greene County, Iowa

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

Developer has ownership of the Development Property and plans to complete renovations and improvements to the Development Property in the approximate amount of \$85,000.00 to replace the roof, second story windows, and the southwest storefront door and window in addition to adding HVAC and other improvements to the second story apartment (the “**Project**”).

Developer has requested the City to make it a \$70,000.00 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 \$70,000.00 (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 202 N Wilson suitable as a site for a coffee shop and 200 N Wilson suitable for commercial leasing.

(b) Advance of Loan. City shall advance the proceeds of the Loan following closing 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 \$7,000.00 beginning on November 1, 2024.

(e) **Note.** At the time of closing Developer shall execute and deliver to City its \$70,000.00 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 Peoples Trust & Savings Banks and recorded on April 1, 2009, in Book 91 at Page 49 (the "Peoples Bank Mortgage"). Developer warrants that on the date of recording of the City's mortgage, there is no indebtedness creating a lien on the Development Property that will be senior to the City's mortgage except for the Peoples Trust & Savings Bank Mortgage.

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

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

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

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

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

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

(a) **Pay Indebtedness and Perform Other Covenants.** Developer shall (i) make full and timely payment of the principal and other payments coming due under the Loan covered by this 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) **Business Operations.** Developer shall own, operate, and keep in operation the Greene Bean Coffee shop at 202 N. Wilson Ave. on the Development Property during all normal business hours. Furthermore, Developer shall own and lease the additional first floor commercial property located at 200 N. Wilson Ave. on the Development 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

With copy to:

David F. Morain
Hoyt, Morain & Hommer, P.C.
101 N Grimmell Rd.
Jefferson, IA 50129

If to Developer:

Greene Ventures, LLC
Attn: Rich Osborne
202 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.

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.

DEVELOPER

Greene Ventures, LLC

By: _____
Rich Osborne, Owner

CITY OF JEFFERSON

By: _____
Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

PROMISSORY NOTE

\$70,000.00

Jefferson, Iowa
_____, 2023

For value received, the undersigned, Greene Ventures, LLC (the “**Borrower**”), promises to pay to the order of the City of Jefferson (the “**City**”), the principal sum of \$70,000.00, with no interest, on November 1, 2033.

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 \$70,000.00 (the “**70,000 Forgivable Loan**”), the proceeds of which are to be used for the renovation and improvement of buildings located at 200 & 202 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 \$70,000 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 200 & 202 N Wilson Ave in Jefferson, Iowa.

BORROWER

Greene Ventures, LLC

By: _____
Rich Osborne

Witness: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING
28E AGREEMENT FOR THE OPERATION OF
THE DAUBENDIEK PARK DISC GOLF COURSE

WHEREAS, the Daubendiek Disc Golf Club (the “**Club**”) and the City of Jefferson (the “**City**”) desire to enter into a 28E Agreement for the operation of the Disc Golf Course at Daubendiek Park (the “**Disc Golf 28E Agreement**”); and

WHEREAS, the Agreement specifies the parties’ respective role in maintenance and operation of the Course but would not create a joint entity; and

WHEREAS, a proposed form of the Disc Golf 28E Agreement that confirms this agreement is now before the City Council; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that it approve this new agreement.

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

Section 1. The proposed Disc Golf 28E Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver that agreement on behalf of the City, in substantially the form and content in which the agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 2. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution, including issuance of the refund of donations referenced in the Disc Golf 28E Agreement.

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

Passed and approved on October 24, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

AGREEMENT FOR OPERATIONS OF THE
DISC GOLF COURSE AT DAUBENDIEK PARK

This Agreement for Operations of the Disc Golf Course at Daubendiek Park (the "Agreement") is dated as of, Oct. 13, 2023 is between the City of Jefferson ("City") and the Daubendiek Disc Golf Club ("Club"), a 501(c)(3) organization, and is entered into pursuant to Chapter 28E of the Code of Iowa.

Whereas, through cooperative efforts of the City of Jefferson, the Daubendiek Disc Golf Club and private donors, a new disc golf course (the "Course") has been constructed in Daubendiek Park (the "Park") in Jefferson, Iowa.

The parties therefore agree as follows:

1. Purpose. The purpose of this Agreement is to define the financial and maintenance responsibilities of each partner regarding the disc golf course.
2. No New Entity or Joint Property. This Agreement does not create a separate legal entity to provide for the services described in this Agreement, and it is also contemplated that no property will be acquired jointly by the parties for the matter covered by this Agreement. It is agreed that the land upon which the Course is built is owned by the City, and that all other property hereafter acquired by any of the parties which may be used solely in connection to disc golf, including but not limited to chain baskets, tee signage, and benches, shall be property of the Club.
3. Duration. This Agreement shall be in effect from the date it is signed by both parties until June 30, 2024, and shall automatically renew for three-year terms thereafter, subject to the right of the Club to withdraw as of the end of any term as provided in this Agreement.
4. Obligations of the City. The City agrees to:
 - a. Own the land and public park facility comprising the Park;
 - b. Operate the Park as a public park.
 - c. Provide traditional park maintenance activities for the Park including lawn mowing, tree trimming, tree removal, and limb pick-up.
 - d. Portions of the Park are mown and maintained, while other portions of the Park are kept in a native state. For purposes of this agreement, the areas to be mown and maintained by the City are those portions existing as mown and maintained Park lands as of the date of this agreement. If the Club desires to expand the mown and maintained area, the Club will have maintenance responsibility of such additional areas. Alterations to the portion of the Park

which is mown and maintained may be made by written agreement of the Club and the City Parks & Rec Director.

5. Purpose of Facility. The Park is operated as a public park land for the purpose of providing recreation and enjoyment of nature to the public. The Course is available for public use as an amenity of the Park.

6. Obligations of the Club. The Club shall:

a. Retain the right to use park at no cost for special events and open golf. The Park will remain open to the public during these special events and open golf.

b. Have the exclusive use of the Course for tournaments or other special events

c. Hold and manage special events and tournaments; staff these special events with Club members or other volunteers.

d. Hold maintenance responsibilities for the tee pads, chain baskets, signage, benches, and other Course improvements.

e. Be responsible for any grounds and tree maintenance requested by the Club exceeding the level of standard maintenance afforded other park lands in the city limits of Jefferson.

7. Financial.

a. There shall be no charge for the Club to use the Park. It is understood that the Club shall not have exclusive use of the Park, and that there is no lease created by this Agreement.

b. The City will provide to the Club all funds which have been raised by the Club. Currently, the City of Jefferson has a balance of \$7,065.21 in a Disc Course fund which shall be paid to the Club upon the execution of this Agreement. These are not City funds but have instead merely been deposited with the City for improvements.

8. Administrator. The Parks & Recreation Director of the City shall serve as administrator for the purpose of administering the cooperative undertaking provided for under this Agreement, as contemplated by Iowa Code Section 28E.6.1.a.

9. Withdrawal of Party. The Club may withdraw from this Agreement as of the end of the then current term by giving written notice of such withdrawal to the City by the January 1st that immediately precedes the end of the then current term.

10. Termination. Other than for the right of withdrawal at the end of the then current term provided for under the preceding section, this Agreement may be terminated by

a written agreement signed by both the parties, or unilaterally by the City upon 20 days written notice to the Club.

11. Governing Law. The validity, construction and enforcement of this Agreement shall be governed by the laws of the State of Iowa.

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

13. Amendment. This Agreement may be amended only by a written agreement signed by all the parties.

14. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter covered by this Agreement. If any clauses or provisions herein contained would invalidate this Agreement in whole or in part, such clauses or provisions only shall be invalid, and the remainder of this Agreement will remain in full force and effect.


15. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this Agreement.

The parties are signing this Agreement as of the date stated in the introductory clause.

CITY OF JEFFERSON

DAUBENDIEK DISC GOLF CLUB

By: _____
Matt Gordon, Mayor

By:  _____
Steve Kohl

Attest: _____
Roxanne Gorsuch, City Clerk

This Agreement Approved by
Resolution No. _____
On _____, 2023

DAUBENDIEK DISC GOLF CLUB

		Revenue 001-4-4040-2-4705	Expense 001-5-4040-65990	Balance
Roger & Rose Olhausen	3/5/2021	1,000.00		
GCCF Grant	4/22/2021	17,780.00		
Heath & Sam Telleen	4/22/2021	1,000.00		
Steve Kohl	4/22/2021	1,000.00		
Kiwanis	4/22/2021	1,000.00		
DGA	8/7/2021		8,791.20	
Hamilton	9/14/2021		686.38	
Hamilton	9/14/2021		1,771.00	
Star Equipment	9/14/2021		710.00	
Tri County	9/14/2021		1,090.13	
Hamilton	9/28/2021	1,000.00		
Hamilton	10/12/2021		1,503.00	
Ace Hardware	10/12/2021		129.90	
Star Equipment	10/12/2021		1,094.00	
Steve Kohl	10/12/2021		445.90	
Hyvee	11/17/2021	335.00		
Fareway	11/17/2021	1,000.00		
Jamie & Brenda Ganoe	12/14/2021	1,000.00		
Steve Kohl	12/14/2021		341.14	
Chain Reaction Disk Golf	2/8/2022		2,265.00	
Steve Kohl	3/8/2022		316.93	
Jefferson Dentistry	3/9/2022	1,000.00		
Wild Rose Jefferson	3/9/2022	1,000.00		
Fairview Vet Clinic	3/9/2022	1,000.00		
Fudge's Flowers	3/9/2022	100.00		
Jefferson Telecom (Fidelity Charitable)	3/9/2022	1,000.00		
Chain Reaction Disk Golf	4/12/2022		135.00	
Steve Kohl	4/12/2022		2,061.72	
Steve Kohl	4/12/2022		128.37	
Hyvee	5/2/2022	335.00		
Home State Bank	5/2/2022	1,000.00		
Greene County Medical Center	5/2/2022	1,000.00		
Steve Kohl	5/10/2022		224.64	
HyVee	8/24/2022	330.00		
Steve Kohl	6/14/2022		960.86	
Steve Kohl	7/12/2022		137.92	
Steve Kohl	7/12/2022		350.63	
Steve Kohl	4/11/2023		1,114.88	
Steve Kohl	5/9/2023		40.43	
Steve Kohl	6/13/2023		106.00	
Steve Kohl	7/11/2023		409.76	
		31,880.00	24,814.79	7,065.21

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RESOLUTION NO. _____

A RESOLUTION APPROVING
28E AGREEMENT FOR SHARING THE OPERATING COSTS OF
THE JEFFERSON ANIMAL CENTER

WHEREAS, Greene County (the “**County**”) and the City of Jefferson (the “**City**”) desire to enter into a 28E Agreement for the use of the animal shelter located at 1700 Doreen Wilbur Drive, Jefferson, Iowa (the “**Shelter**”) owned and operated by the City (the “**Animal Shelter 28E Agreement**”); and

WHEREAS, through the Animal Shelter 28E Agreement the City offered the County the ability to use the Shelter’s services in exchange for an annual fee to offset the operational costs; and

WHEREAS, the parties would not form a joint entity, but the Greene County Board of Supervisors would appoint one member to serve on the City’s Animal Shelter Board; and

WHEREAS, a proposed form of the Animal Shelter 28E Agreement that confirms this agreement is now before the City Council; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that it approve this new agreement.

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

Section 1. The proposed Animal Shelter 28E Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver that agreement on behalf of the City, in substantially the form and content in which the agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

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

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

Passed and approved on October 24, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

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AGREEMENT FOR SHARING OPERATING COSTS OF ANIMAL SHELTER

This Agreement for Sharing of Operating Costs of Animal Shelter (the "Agreement") is dated as of, _____, 2023 is between the City of Jefferson ("Jefferson") and Greene County, Iowa ("Greene County"), and is entered into pursuant to Chapter 28E of the Code of Iowa.

Through cooperative efforts of the City of Jefferson and private donors, a new animal shelter has been constructed at 1700 Doreen Wilbur Drive, Jefferson, Iowa (the "Facility"). The City Council of Jefferson has agreed to own and operate the Facility if it can receive a commitment from Greene County to pay for part of the operating costs of the facility in accordance with this Agreement.

The parties therefore agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide for the sharing of operating costs of the Facility.

2. Purpose of Facility. The Facility will be operated only for the purpose of providing animal control services required by the Code of Iowa and animal control ordinances of the parties. Jefferson will not operate the Facility as a place for the temporary housing or boarding of animals.

3. No New Entity or Joint Property. This Agreement does not create a separate legal entity to provide for the services described in this Agreement, and it is also contemplated that no property will be acquired jointly by the parties for the matter covered by this Agreement. It is agreed that the Facility shall be owned by the City of Jefferson, and that all other property hereafter acquired by any of the parties which may be used in connection with the services covered by this Agreement shall be the separate property of the party acquiring such property and shall remain so upon the termination of this Agreement.

4. Duration. This Agreement shall be in effect from the date it is signed by both parties until June 30, 2024, and shall automatically renew for three-year terms thereafter unless terminated as provided herein.

5. Obligations of Jefferson. The City of Jefferson agrees to:

- a. Own the Facility and operate it as an animal shelter and dog park;
- b. Arrange for the staffing of the Facility with paid workers and/or volunteers;

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- c. Budget and appropriate funds to cover the cost of operating the Facility;
- d. Accept the delivery of impounded dogs and cats from Jefferson and the unincorporated areas of Greene County and provide shelter and board for such animals;
- e. Collect impounding costs in accordance with the Jefferson Code of Ordinances and Jefferson City Council fee resolutions;
- f. Coordinate with People for Animal Welfare Society, Inc., d/b/a P.A.W.S., Inc. ("PAWS") to provide adoption services for eligible impounded animals;
- g. Provide for the humane euthanasia of cats and dogs in accordance with the Iowa Code and its local ordinances;
- h. Cooperate with veterinarians in providing quarantine procedures and rabies testing and the collection of costs for the same; and
- i. Arrange for needed veterinary care as necessary for those animals for which such care is required.

6. Control of Animals; Impounding and Other Charges. Animals accepted by Jefferson pursuant to this Agreement will be handled by Jefferson in accordance with and subject to its Code of Ordinances. All impounding costs and other charges collected by Jefferson in connection with animals accepted by it will be the property of Jefferson and will be shown as income in its reports that it will provide to Greene County under this Agreement. Jefferson guarantees that all animals delivered to the Facility by Greene County under this Agreement shall be accepted by the Facility and that all associated impounding or other charges that would otherwise be assessed to Greene County shall be waived.

7. Obligations of Greene County. Greene County agrees to:
- a. Provide for its own pick-up and collection of animals that are in need of being placed in an animal shelter facility, and to provide for the delivery of such animals to appropriate personnel at the Facility;
 - b. Notify Jefferson of the identity of the persons who are authorized to deliver animals to the Facility on behalf of such party. Jefferson will not be required to accept delivery of animals from persons who have not been so identified;

c. Cooperate with staff at the Facility with respect to the time for delivery of animals and compliance with intake procedures and requested documentation; and

d. Pay the annual fee required of it under this Agreement.

8. Financial. While this Agreement is in force, Greene County shall pay to Jefferson an annual fee (the "Annual Fee"). This fee shall not be paid from any fund, revenue or tax which results from or may be levied on property lying within the incorporated area of any city which is a party to this Agreement.

a. During the initial term of this Agreement, the Annual Fee shall be \$15,000.00, prorated based on the date that this Agreement is entered into by the undersigned parties. Unless amended in accordance with Section 8(f) of this Agreement, upon renewal of this Agreement the Annual Fee shall be \$15,000.00.

b. The initial Annual Fee under this Agreement shall be due and payable upon the later to occur of i) 30 days from the date of this Agreement or ii) December 1, 2023. Each successive Annual Fee shall be paid on or before December 1 of the applicable fiscal year.

c. Greene County agrees to annually budget and appropriate the amount needed to fulfill its financial obligations under this Agreement.

d. Jefferson agrees to annually budget and appropriate the amount needed to operate the Facility in accordance with this Agreement when considering those parties that may enter into written 28E agreements for cooperative use and funding.

e. Jefferson agrees to provide to Greene County by February 1 of each year a report showing its income and expenses associated with its operation of the Facility for the preceding fiscal year, its current year-to-date income and expenses for the Facility, and its operating budget for the Facility for the upcoming fiscal year.

f. The fees payable to Jefferson under this Agreement may be adjusted as of the beginning of each renewal term as follows. Prior to October 1 of the year that immediately precedes the beginning of the renewal term of this Agreement, Jefferson shall give written notice to Greene County of the fees that it proposes to charge it for the upcoming renewal term. The fees payable

under this Agreement may only be adjusted with the consent of both parties to amend the Agreement in accordance with Section 14 of this Agreement. If Greene County does not wish to continue as a party to this Agreement for the next renewal term it may terminate the Agreement as provided herein.

9. Administrator. The City Administrator of the Jefferson shall serve as administrator for the purpose of administering the cooperative undertaking provided for under this Agreement, as contemplated by Iowa Code Section 28E.6(1)(a).

10. Animal Shelter Board. Jefferson has previously created by ordinance an Animal Shelter Board for the purpose of reviewing the operation of the Facility and making recommendations to the City Council for Jefferson for its operation. The committee shall consist of a licensed veterinarian, a member of the Jefferson City Council, a representative of the People for Animal Welfare Society (PAWS), a representative of the Jefferson Police Department, one member appointed by the County Board of Supervisors, and two other residents of the city of Jefferson. It is not anticipated that Jefferson and Greene County would jointly acquire any real property or personal property pursuant to this Agreement; however, if that should occur, the Animal Shelter Board shall make recommendations as to the acquisition, holding and disposition of said real estate and personal property.

11. Termination.

a. Prior to January 1, 2024, Greene County may terminate this Agreement during the initial term by giving written notice of such termination to Jefferson. Termination under this Section 11(a) shall be effective as of June 30, 2024.

b. Following the initial term, Greene County may terminate this Agreement by giving written notice of such termination prior to the January 1 immediately preceding the last date of the then-current term. In such event, termination under this Section 11(b) shall be effective as of June 30 of the then-current term.

c. Following the effective date of termination by Greene County pursuant to Section 11(a) or Section 11(b), Jefferson will no longer be required to accept the delivery of animals to the Facility from Greene County. Any acceptance of animals from Greene County shall only be done at the sole discretion of Jefferson.

d. Jefferson may, in its sole discretion, accept the delivery of animals to the Facility from a jurisdiction that is not a party to this Agreement upon the payment of an intake fee to be established by Jefferson from time to time.

e. This Agreement may additionally be terminated by a written agreement signed by both the parties, the terms of which shall be stipulated in the termination agreement.

12. Governing Law. The validity, construction and enforcement of this Agreement shall be governed by the laws of the State of Iowa. Venue for any dispute shall be in the courts located in Greene County, Iowa.

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

14. Amendment. This Agreement may be amended only by a written agreement signed by all the parties.

15. Nonexclusive Agreement. Greene County acknowledges and understands that Jefferson may enter into separate 28E agreements with surrounding communities related to the use of the Facility. Those separate agreements shall not impact or disrupt the rights and obligations of Jefferson and Greene County under this Agreement.

16. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter covered by this Agreement. If any clauses or provisions herein contained would invalidate this Agreement in whole or in part, such clauses or provisions only shall be invalid, and the remainder of this Agreement will remain in full force and effect.

17. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this Agreement.

REMAINDER LEFT INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW

The parties are signing this Agreement as of the date stated in the introductory clause.

GREENE COUNTY

John Muir, Chairperson of Board of
Supervisors

Attest: Billie Jo Hoskins, County Auditor

Approved by Board of Supervisors
Resolution No. _____ Dated _____

CITY OF JEFFERSON

Matt Gordon, Mayor

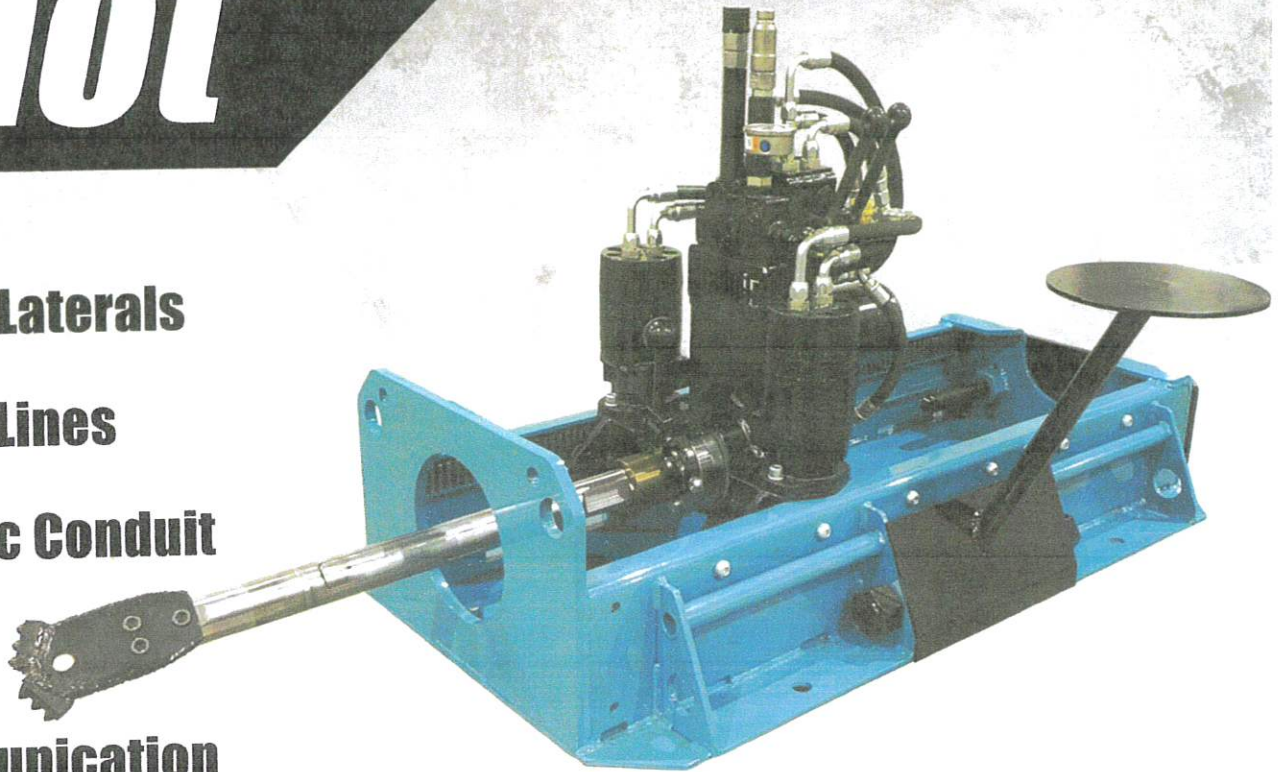
Attest: Roxanne Gorsuch, City Clerk

Approved by City Council Resolution
No. _____ Dated _____

Pit Shot

Pit Launch Directional Drill

- Sewer Laterals
- Water Lines
- Electric Conduit
- Gas
- Communication



The Pit Shot is our latest direction drilling machine, designed with the utility contractor in mind. It has been engineered to operate solely as a pit launch machine, and exhibit up to 15,000 lbs. of push/pull force. The Pit Shot can install 1" - 6" pipes on grade, accurately up to 0.5%, making it ideal for sewer lines, water lines, and gas lines.

Specifications...

- 8 tons push and pull force
- 1,1000 lbs, rotational torque
- 28" Wide
- 54" Long
- 680 lbs.

See it Work!

 **YouTube**
Roddie PitShot

RODDIE inc.



Phone: 888-406-3821
RoddieUnderground.com
Columbia Falls, Montana

Go where surface launch drills can't go • Patent Pending



RODDIE, INC.
 4457 Trumble Creek Rd
 Columbia Falls, MT 59912
 p (888) 406-3821 f (888) 406-8282
 www.RoddieUnderground.com
 CA Lic# 755773 MT Reg# 163015

Quote

Date	Proposal #
10/4/2023	13450

Customer	
City of Jefferson, IA 220 N. Chestnut St. Jefferson, IA 50129	
515-386-2611	515-370-3108 Marty
Jeffwaterplant@hotmail.com	

Ship To
City of Jefferson, IA Water Dept. 1000 N. Cedar St. Jefferson, IA 50129

Rep	FOB	P.O. No.	Terms
DM	Collect		Prior to Shipment

Description	Qty	Cost	Total
Pit Shot® Directional Drill with Seat, Chain Harness and One Gallon Pail of Anti-Seize	1	34,800.00	34,800.00T
Mud Mixer - 14hp Kohler, 300psi, 18gpm Pressure Pump System with 50' Hose and 5 types of ProAction Fluids. 200 Gallon Tank	1	8,034.16	8,034.16T
8" Transmitter Housing; R175 with Starter Rod, Paddle Adapter and J-Hook	1	2,619.36	2,619.36T
2' Drill Rod; R175 Thread	50	228.98	11,449.00T
Portable 2' Rod Rack	1	579.44	579.44T
50' Hydraulic Hoses with Quick Disconnects, 3,650psi, 5/8" Pressure, 5/8" Return	1	1,110.63	1,110.63T
Small Paddle with Carbide Teeth; with 3 Bolt Holes	1	300.00	300.00T
3" Drill Bit - All Terrain	1	1,190.00	1,190.00T
Drill Bit; Cup Cutter Big	1	708.06	708.06T
Swivel, 1.25 4000# DDRILL 400	1	362.47	362.47T
Rod Flange with R175 Thread	1	193.54	193.54T
1" Innerduct Puller with Tang	1	66.61	66.61T
Back Reamer for installing 2" pipe with built in swivel.	1	579.44	579.44T
2" Duct Puller; HDD	1	354.63	354.63T
Back Reamer for installing 4" pipe with built in swivel.	1	1,898.19	1,898.19T
4" Duct Puller	1	579.44	579.44T
Drill Containment Base; 5' x 4' x 3' tall with Integrated Ladder	1	2,976.52	2,976.52T
Drill Containment Extension with Rod Storage; 5' x 4' x 3' tall with Integrated Ladder.	1	3,231.37	3,231.37T
Mag 3 Receiver-Locator, Remote Display, 8" Mini Sonde-Transmitter - Tech Support provided by Underground Magnetics (515) 505-0960.	1	7,500.00	7,500.00T

Total

Authorized Signature

Date _____

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RODDIE, INC.
 4457 Trumble Creek Rd
 Columbia Falls, MT 59912
 p (888) 406-3821 f (888) 406-8282
 www.RoddieUnderground.com
 CA Lic# 755773 MT Reg# 163015

Quote

Date	Proposal #
10/4/2023	13450

Customer	
City of Jefferson, IA 220 N. Chestnut St. Jefferson, IA 50129	
515-386-2611	515-370-3108 Marty
Jeffwaterplant@hotmail.com	

Ship To
City of Jefferson, IA Water Dept. 1000 N. Cedar St. Jefferson, IA 50129

Rep	FOB	P.O. No.	Terms
DM	Collect		Prior to Shipment

Description	Qty	Cost	Total
Eartec UltraLITE UL3S containing: 1-UltraLITE Main - Single, 2-UltraLITE Remote - Single, 3-Rechargeable Batteries, 1-Two-Port Battery Charger, 1-Nylon Carrying Bag	1	560.00	560.00T
Training is available, please contact our office for details.	1	0.00	0.00T
Six month (6 mo) Factory Warranty on All Hydraulic Seals, Manufacturing Defects, and Metal Defects.	1	0.00	0.00T
Freight Allowance.	1	3,000.00	3,000.00
-Customer will receive a credit or an invoice based on actual freight cost, we do not mark it up. -Delivery date is an estimate given by the shipping company. There is no guarantee. -Customer must review shipment prior to signing drivers receipt. Shipping is out of our hands once the shipment has left our facility.		0.00%	0.00

NOTE: This Quote may be withdrawn by us if not accepted within 30 days.

There will be a \$50.00 Administration Fee for any returns.

Total **\$82,092.86**

Authorized Signature _____

Date _____

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COUNCIL MEETING

OCTOBER 10, 2023

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Gordon presided.

During open forum residents spoke on their concerns against the proposed housing project with Kading Properties. GCDC president Sid Jones spoke in favor of the project.

On motion by Wetrich, second by Ahrenholtz, the Council approved the following consent items: payment of monthly bills from City funds, sidewalk reimbursement for Steve Kohl in the amount of \$1,638.55 and September 26, 2023, Council Minutes.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Jackson, second by Wetrich, the Council made a motion to table the second reading of an Ordinance amending the code of ordinance of the City of Jefferson, Iowa, 2017, regarding the responsibility for water service pipes.

AYE: Zmolek, Wetrich, Jackson, Ahrenholtz

NAY: Sloan

On motion by Sloan, second by Jackson, the Council approved the first reading of an Ordinance amending the code of ordinances of the City of Jefferson, Iowa, 2017, to allow zero lot line structures.

AYE: Wetrich, Sloan, Jackson, Ahrenholtz, Zmolek

NAY: None

On motion by Ahrenholtz, second by Wetrich, the Council approved the first reading of an Ordinance amending the code of ordinances of the City of Jefferson, Iowa, 2017, to allow infill site development.

AYE: Jackson, Sloan, Zmolek, Wetrich, Ahrenholtz

NAY: None

On motion by Jackson, second by Sloan, the Council made a motion to table the first reading of an Ordinance amending the code of ordinances of the City of Jefferson, Iowa, 2017, regulating fencing materials.

AYE: Jackson, Sloan, Zmolek, Wetrich, Ahrenholtz

NAY: None

RESOLUTION NO. 52-23

On motion by Jackson, second by Zmolek, the Council approved Resolution No. 52-23, a resolution approving Preliminary and Final Plats for Water Tower Plat 2.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Jackson, second by Ahrenholtz, the Council approved the police department to purchase two police vehicles with the approximate cost of \$140,000 for vehicles and equipment.

AYE: Wetrich, Ahrenholtz, Jackson, Sloan, Zmolek

NAY: None

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On motion by Zmolek, second by Wetrich, the Council approved pay estimate #1 to Jensen Builders, Ltd in the amount of \$445,001.85 for Airport Hangar Project

AYE: Ahrenholtz, Sloan, Jackson, Wetrich, Zmolek

NAY: None

On motion by Wetrich, second by Sloan, the Council approved pay estimate #8 to Shank Contractors, Inc. in the amount of \$541,133.21 for Wastewater Treatment Plant Project.

AYE: Sloan, Wetrich, Zmolek, Ahrenholtz, Jackson

NAY: None

On motion by Zmolek, second by Wetrich, the Council approved Change Order #2 in the amount of \$3,137 for the City Hall Entrance Improvements.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Sloan, second by Zmolek, the Council approved pay estimate #4 to Tallgrass Land Stewardship Co. in the amount of \$7,172.50 for City Hall Entrance Improvements.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

The following bills were approved for payment from the City funds:

ACCESS SYSTEMS LEASING	COPIER LEASES	1,363.42
ACCO UNLIMITED CORP	WA CHEM	2,584.40
ADVANCED WASTE SOLUTIONS	GCRSE PORT TOILETS	920.00
AFLAC	AFLAC INS W/H	17.68
AG SOURCE COOP SERV	SW/WA TSTG	1,816.70
ALEX MONTHEI	WA DEP REF	84.59
ALEXANDER CERVENY	WA DEP REF	84.10
ALLIANT ENERGY	UTILITIES	33,880.34
ALLISON DREWRY	WA DEP REF	91.23
AMAZON CAPITAL SERV	PA/LB SUPP	342.70
ANATOMY IT, LLC	SERV AGREEMNT	1,012.55
ANNA POUND	PL INCENTIVE PROG	100.00
BAKER & TAYLOR INC.	LB BOOKS	1,476.86
BLUE EARTH LABS, LLC	WA CHEM	9,052.68
BOLTON & MENK INC	ENG	37,036.00
BOMGAARS	SUPP	1,216.86
CARD SERVICE CENTER	CREDIT CARD	2,543.40
CARROLL CO SOLID WASTE	RC MRKTG FEES	358.35
CEC	GROW GR AUDIO AUTO	10,618.42
CENTER POINT LARGE PRINT	LB BOOKS	250.34
CENTRAL IOWA DISTRIBUTING	SW SOLVENT	137.00
CENTRAL IOWA READY MIX	WA CONCRETE	3,870.50
CENTRAL IOWA SYSTEMS	PD CAMEREA	1,675.53
CHAD STEVENS	H INS SINKING	163.13
CINTAS CORP	FIRST AID	551.40
COBRAHELP	PA FEE	46.00
COMMUNITY OIL COMPANY, INC	AP FUEL	10,418.60
COMPASS MINERALS AMERICA	WA SALT	8,397.20
CONSTRUCTION MATERIALS TEST	WWTP TESTING	200.00
CORE & MAIN	WA METERS	3,602.27

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**SPECIAL CITY COUNCIL MEETING
OCTOBER 17, 2023
7:00 A.M.**

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Pro Tem Zmolek presided.

On motion by Wetrich, second by Sloan, the Council approved the first reading of an ordinance amending the code of ordinances of the City of Jefferson, Iowa, 2017, amending provisions pertaining to collection fees for solid waste and recycling fees.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

ORDINANCE NO. 626

On motion by Jackson, second by Sloan, the Council approved to waive the second and third readings for final adoption of an ordinance amending codes of ordinances of the City of Jefferson, Iowa, 2017, amending provisions pertaining to collection fees for solid waste and recycling fees.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

There being no further business the Council agreed to adjourn at 7:03 a.m.

Matt Gordon, Mayor

Roxanne Gorsuch, City Clerk