

AGENDA

COUNCIL MEETING

Tuesday, June 11, 2013

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.

III. CONSENT ITEMS:

- A. 5/28/13 Council meeting minutes.
- B. B.P.O. Elks Lodge #2306, Class C Liquor License.
- C. Payment of monthly bills

IV. NEW BUSINESS:

- A. Consider third reading on ordinance providing for division of taxes levied on taxable property in the 2013 Addition to Jefferson Urban Renewal Area.
- B. Consider third reading on ordinance changing zoning classification for property at North Vine and West Adams Streets.
- C. Public hearing on proposal to vacate and convey part of Adams Street and alley in Block 6, Original Town of Jefferson, to Hy-Vee.
- D. Consider first reading on ordinance vacating part of Adams Street and alley in Block 6, Original Town of Jefferson.
- E. Consider resolution approving agreement for sale of part of Adams Street and alley in Block 6, Original Town of Jefferson, to Hy-Vee.
- F. Consider approval of Pay Estimate #3 in the amount of \$28,498.57 to Sandstone Management for work to date on GCDC Park #1.
- G. Approval to paint electrical poles in downtown area.
- H. Approval to purchase dump truck and snow removal equipment.
- I. Request from Stephanie Hammond to consider zoning change to allow chickens in residential areas.
- J. Consider Resolution of Support for gaming convention & entertainment complex.

V. REPORTS:

- A. Mayor
- B. Engineer
- C. City Clerk
- D. Attorney
- E. City Administrator
- F. Council & Committees

VI. ADJOURN.

AGENDA SUMMARY

DATE 6/11/13

NEW BUSINESS

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- C. Public hearing on proposal to vacate and convey part of Adams Street and alley in Block 6, Original Town of Jefferson, to Hy-Vee.
- D. Consider first reading on ordinance vacating part of Adams Street and alley in Block 6, Original Town of Jefferson.
- E. Consider resolution approving agreement for sale of part of Adams Street and alley in Block 6, Original Town of Jefferson, to Hy-Vee. Attached is the agreement.
- F. Consider approval of Pay Estimate #3 in the amount of \$28,498.57 to Sandstone Management for work to date on GCDC Park #1.
- G. Approval to paint electrical poles in downtown area. The Street committee is recommending painting 32 of the existing steel light poles in the area one block off of the square. Alliant Energy has indicated they will provide the paint. The poles would be painted black.
- H. Approval to purchase dump truck and snow removal equipment. This item is an expenditure in the 2013-2014 budget that the Council asked to have reviewed and approved prior to making the purchase. The Street Committee reviewed this item and is recommending purchasing the truck for \$73,726.00 and snow removal equipment for \$25,674.00.
- I. Request from Stephanie Hammond to consider zoning change to allow chickens in residential areas. The Jefferson Municipal Code does not allow livestock (within the City limits). The definition of "Livestock" includes poultry. Stephanie is inquiring if the Council would consider amending the ordinance to allow for chickens in residential for "home use". Any proposed changes would need to go through the Planning/Zoning Commission.
- J. Consider Resolution of Support for gaming convention & entertainment complex.

AGREEMENT FOR SALE OF STREET AND ALLEY

This Agreement for Sale of Street and Alley (the “**Agreement**”) is dated _____, and is between the CITY OF JEFFERSON, of 220 N. Chestnut St., Jefferson, Iowa 50129 (the “**City**”), and HY-VEE, INC., an Iowa corporation, of 5820 Westown Parkway, West Des Moines, Iowa 50266 (“**Hy-Vee**”).

Hy-Vee has announced plans to construct a supermarket near the intersection of North Vine Street and Adams Street, just north of the downtown business district, in Jefferson, Iowa, and in connection with such construction project has requested the City to vacate and transfer to it the following described portions of street and alley:

That part of Adams Street lying between Out Lot 6 and Block 6 in the Original Town (now City) of Jefferson, also known as that part of Adams Street lying between the east line of Vine Street and the west line of Wilson Avenue, in Jefferson; and the north-south alley located in Block 6 in the Original Town (now City) of Jefferson; all in Greene County, Iowa

(the “**Property**”).

City is willing to vacate and transfer such portions of street and alley to Hy-Vee on the terms and conditions set forth in this Agreement.

The parties therefore agree as follows:

1. **Sale of Property.** Subject to final adoption of an ordinance vacating the Property City agrees to sell and convey the Property to Hy-Vee.

2. **Consideration.** Hy-Vee agrees to reimburse City for its publication costs and recording fees incurred in connection with its proceedings required to vacate and authorize the sale and conveyance of the Property.

3. **Easements and Utilities.** The sale and conveyance of the Property by City to Hy-Vee is subject to all existing franchises, easements, licenses and permits, whether or not of record, and City reserves unto itself and its franchisees an easement for purposes of the presence, operation, maintenance, repair and replacement of all existing utilities over, under and through such street and alley, with right of entry for servicing the same, and the City and each of the franchisees shall retain such rights until each shall separately release those rights. Hy-Vee agrees that it will cooperate with City and the franchisees in arranging for the removal of their respective communication and utility lines, cables and conduits from the Property so that all will have a reasonable time within which to accomplish such removal.

4. **Conditions to Closing.** The obligation of City to complete the closing under this Agreement is subject to the following conditions:

(a) The City Council of Jefferson finally adopting an ordinance vacating the Property and such ordinance becoming effective in accordance with its terms and provisions; and

(b) Hy-Vee entering into an access easement and property maintenance agreement with the Greene County Agricultural Extension District (“**Extension**”), in form satisfactory to Hy-Vee and the Extension, that provides for continuing access to the Extension’s parking lot.

5. **Closing.** Closing of this sale and transfer shall occur on the date that the City of Jefferson issues to Hy-Vee either a building permit or a demolition permit, whichever is earlier, in connection with the construction of the Hy-Vee supermarket in Jefferson as described in Hy-Vee’s press release dated March 7, 2013. If either of such permits is not issued by August 1, 2014, then the property shall not be conveyed to Hy-Vee. At the time of closing City will provide to Hy-Vee a certified copy of its proceedings vacating and authorizing the transfer of the Property to Hy-Vee, in form suitable for recording, and a quitclaim deed conveying all the City’s interest in the Property to Hy-Vee, subject to the easements described in this Agreement. No abstract of title will be provided.

6. **Reconveyance if Construction Not Completed.** If Hy-Vee has not substantially completed construction of its planned supermarket by June 30, 2015, then upon 30 days’ written notice from the City Hy-Vee will reconvey the Property, free and clear of liens and encumbrances created or caused by Hy-Vee, to the City for no consideration; provided, however, if within 30 days of receiving such notice Hy-Vee diligently and in good faith pursues such construction then Hy-Vee will not be required to reconvey the Property to City so long as it in good faith pursues completion of construction. If Hy-Vee commences or restarts construction after receiving such notice from the City and subsequently discontinues in good faith pursuing substantial completion of construction then City may again require Hy-Vee to reconvey the Property to the City upon 30 days’ written notice. If Hy-Vee is required to reconvey the Property pursuant to this section then it shall also reimburse to the City the cost of restoring and repairing any streets or other public improvements that were damaged or removed by Hy-Vee prior to such reconveyance. The provisions of this section shall survive the closing under this Agreement.

7. **Miscellaneous.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. 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 instrument.

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

CITY OF JEFFERSON

HY-VEE, INC.

By: _____
Craig Berry, Mayor

By: _____
Anthony McCann, Sr., Vice-President

Attest:

Attest:

Diane M. Kennedy, City Clerk

Stephen Meyer, Secretary