

# **AGENDA**

## **COUNCIL MEETING**

**Tuesday, May 14, 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. 4/23/13 Council meeting minutes.
- B. Payment of monthly bills.
- C. Oly's Corner, Inc Class C Beer Permit.
- D. Docs Stadium Bar and Grill Class, LLC C Liquor License
- E. Jefferson Area Chamber of Commerce, d.b.a. as Bell Tower Festival, Class C Liquor License.
- F. Greene County Fair Association, Class C Liquor License.
- G. Salaries for 2012 calendar year.

### **IV. NEW BUSINESS:**

- A. Annual update from Alliant Energy.
- B. Public hearing on proposed agreement for sale and redevelopment of property at 500 South Maple Street.
- C. Consider resolution approving proposed agreement for sale and redevelopment of property at 500 South Maple Street.
- D. Public hearing on proposed 2013 Amendment to Urban Renewal Plan for Jefferson Urban Renewal Area.
- E. Consider resolution approving proposed 2013 Amendment to Urban Renewal Plan for Jefferson Urban Renewal Area.
- F. Consider first reading on ordinance providing for division of taxes levied on taxable property in the 2013 Addition to Jefferson Urban Renewal Area.
- G. Public hearing on proposal to change zoning classification for property at North Vine and West Adams Streets.
- H. Consider first reading on ordinance changing zoning classification for property at North Vine and West Adams Streets.
- I. Public hearing to acquire land for runway 32 landing protection zone at Jefferson Municipal Airport.
- J. Resolution authorizing land acquisition by purchase or eminent domain for runway 32 landing protection zone at Jefferson Municipal Airport.
- K. Set Public Hearing for 2012-2013 budget amendment.

- L. Consider approval of pay estimate #2 with Sandstone Management for construction of GCDC Business Park #1.
- M. Consider approval of pay estimate #11 with Wick's Construction for Downtown project.
- N. Discussion regarding proposed off-premises sign ordinance amendment.

**V. REPORTS:**

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

**VI. ADJOURN.**

## AGENDA SUMMARY

DATE 5/14/13

### NEW BUSINESS

- A. **Annual update from Alliant Energy-** Annette Renaud will be at the meeting. See **attached** Community Annual Partnership Assessment.
- B. **Public hearing on proposed agreement for sale and redevelopment of property at 500 South Maple Street.**
- C. **Consider resolution approving proposed agreement for sale and redevelopment of property at 500 South Maple Street.** The **attached** agreement would require the developer to remove the existing structure within 3 months and construct a new home within two years.
- D. **Public hearing on proposed 2013 Amendment to Urban Renewal Plan for Jefferson Urban Renewal Area.** **Attached** is the proposed area that would be added to the Urban Renewal area. Also **attached** is the Planning Commission recommendation.
- E. **Consider resolution approving proposed 2013 Amendment to Urban Renewal Plan for Jefferson Urban Renewal Area.**
- F. **Consider first reading on ordinance providing for division of taxes levied on taxable property in the 2013 Addition to Jefferson Urban Renewal Area.**
- G. **Public hearing on proposal to change zoning classification for property at North Vine and West Adams Streets.** The Planning Commission met on 3/27/13 and reviewed a zoning request for Hy-Vee and to make a recommendation as to rezoning certain additional areas adjacent to the Hy-Vee site. All areas involved are recommended to be rezoned from multi-family (RM-4) to central business (CBC). **Attached** is a map of the Hy-Vee site and recommended adjacent areas.
- H. **Consider first reading on ordinance changing zoning classification for property at North Vine and West Adams Streets.**
- I. **Public hearing to acquire land for runway 32 landing protection zone at Jefferson Municipal Airport.** **Attached** is the resolution and the location of the property. Dustin Leo from Synder and Associates will be at the meeting.
- J. **Resolution authorizing land acquisition by purchase or eminent domain for runway 32 landing protection zone at Jefferson Municipal Airport.**
- K. **Set Public Hearing for 2012-2013 budget amendment.**
- L. **Consider approval of pay estimate #2 with Sandstone Management for construction of GCDC Business Park #1.** Payment #2 is in the amount of \$27,404.50 (**attached**).
- M. **Consider approval of pay estimate #11 with Wick's Construction for Downtown project.** Payment #11 is in the amount of \$34,644.81 (**attached**)
- N. **Discussion regarding proposed off-premises sign ordinance amendment.**



# COMMUNITY ANNUAL PARTNERSHIP ASSESSMENT (CAPA)

## JEFFERSON, IOWA

April 2013

### Economic Development Support (2012) - \$1,500.00

- Assisted Greene County Development through annual, Board participation, and support of the regional economic development group.
- Support site location and existing industry through support of LOIS database and Synchronist

### Community Support (2012) - \$2,330.00

- Assisted Jefferson and the surrounding area through support of the Community Chest, annual support of the Chamber, and through contributions to various events and programs through local dollars and the Alliant Energy Foundation

### Environmental Partnership Program Support (2012) - \$3,150.00

- Participation in Branching Out Program and Trees Forever

### Energy Efficiency Community Participation and Impacts (2012)

Description		CO2 Emissions Metric Tons/Year	Equivalent: Vehicles	Equivalent: Acres of Forest	Equivalent: Barrels of Oil
Number of Rebates	337				
Customer Rebate Incentives	\$69,732.84				
Annual kWh Impact	197,561 kWh	139 metric tons	29 vehicles	114 acres	324 barrels
Annual Therm Impact	13,221 therms	66.1 metric tons	13.8 vehicles	54.2 acres	154 barrels

### Community Infrastructure Investment (2012) - \$733,584.00

- Electrical Infrastructure Investment - \$669,645.00
- Natural Gas Infrastructure Investment - \$63,939.00

### Jefferson and Greene County Property Taxes (FY 2012/2013)

- Jefferson - \$127,190.00
- Greene County - \$202,268.00

### Employment

- The Jefferson operating facility employs 8 people from Jefferson and the surrounding area

Please visit [www.alliantenergy.com/iowacommunities](http://www.alliantenergy.com/iowacommunities) to learn more about Alliant Energy's community programs and services.



## AGREEMENT FOR SALE AND REDEVELOPMENT OF PROPERTY

This Agreement for Sale and Redevelopment of Property (the "**Agreement**") is dated \_\_\_\_\_, and is between the CITY OF JEFFERSON, of 220 N. Chestnut St., Jefferson, IA 50129 (the "**Seller**"), and MARK BAUER, of 1524 Hawthorne Ln., Jefferson, IA 50129 (the "**Buyer**").

Seller has acquired ownership of an abandoned house and lot located at 500 S. Maple Street, in Jefferson, Iowa, as more particularly described below, and after requesting and considering proposals for the redevelopment of such property the City Council of Jefferson adopted a motion at its regular meeting on February 12, 2013, deciding to proceed with the proposal submitted by Buyer, subject to the preparation of and the City Council's approval of a detailed agreement setting forth the terms and conditions of such proposal.

The parties therefore agree as follows:

1. **Purchase and Sale, the Property.** On the terms and conditions set forth in this Agreement Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate:

Lot A, except the South 105 feet thereof, of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 7, Township 83 North, Range 30 West of the 5th P.M., in Greene County, Iowa,

together with all easements and servient estates appurtenant thereto and all improvements situated thereon, and subject to easements for public utilities and streets, zoning restrictions, and customary restrictive covenants, all of which is referred to as the "**Property**."

2. **Purchase Price.** Buyer agrees to pay for the Property the total sum of \$5,000.00, which amount, subject to adjustment for prorations or adjustments required under this Agreement, shall be paid to Seller at the time of closing.

3. **Closing and Possession.** Closing shall be held as soon as Seller's abstract obligations under this Agreement have been fulfilled at the offices of Wilcox Law Firm, Jefferson, Iowa, or at such other place as may be mutually agreed upon by Seller and Buyer. Possession of the Property shall be delivered by Seller to Buyer upon the completion of closing.

4. **Taxes.** Seller shall pay its prorated share, based on the date of possession, of regular real estate taxes for the fiscal year in which possession is given (those due and payable in the subsequent fiscal year) and any unpaid taxes for prior years and any and all special assessments for improvements which have been installed as of the date of this Agreement. Buyer shall be given a credit at closing for Seller's prorated share of taxes for which it is responsible but which are not yet payable, which proration adjustment shall be based upon the last known actual real estate taxes payable according to public record

5. **Abstract.** Seller agrees to deliver to Buyer for his examination an abstract of title covering the above described real estate continued to the present time and showing merchantable

title in Seller in accordance with Iowa Title Standards, subject to the matters permitted by this Agreement.

6. **Demolition and Redevelopment of Property.** (a) Demolition. Buyer agrees to remove the existing house and improvements from the real estate within three months after the closing under this Agreement. Immediately after the demolition and removal of such improvements Buyer shall grade the surface of the premises to a level and smooth condition and seed it to grass and thereafter keep it in a neat and clean condition.

(b) Construction of New House. Buyer agrees to construct a new house on the premises within two years after the closing under this Agreement, which house shall be substantially in conformance with the plans and specifications attached to this Agreement as Exhibit A.

7. **Condition of Property.** The Property is being sold by Seller to Buyer in "AS IS WHERE IS" condition and with all faults, and except as otherwise expressly set forth in this Agreement Seller makes no representations or warranties with respect to the condition of the Property.

8. **Deed.** Upon payment of all sums owing by Buyer to Seller under this Agreement there shall be delivered to Buyer a good and sufficient quitclaim deed conveying merchantable title to the Property to Buyer, free and clear of all liens, charges and encumbrances, except as permitted by this Agreement and subject to Buyer's demolition and redevelopment covenants contained in this Agreement, which shall survive the delivery of the deed.

9. **Remedies.** (a) Before Closing. If Buyer fails to perform this Agreement in any respect before closing, time being of the essence, then Seller may forfeit this Agreement as provided by Chapter 656 of the Iowa Code in which event all payments made and improvements made on the Property shall be forfeited, declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this Agreement, or seek such other relief as may be provided by law or equity. If Seller fails to perform its obligations under this Agreement before closing, Buyer may (a) terminate this Agreement and have all payments returned to him, or (b) seek such other relief as may be provided by law or equity. It is agreed that the periods of redemption after sale on foreclosure may be reduced under the conditions set forth in Sections 628.26 and 628.27 of the Iowa Code. In any action or proceeding relating to this Agreement the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

(b) After Closing; Right of Reentry. If Buyer fails to comply with either of his post-closing obligations under section 6 of this Agreement then Seller will have the right to immediately reenter and take possession of the Property upon such breach, without further notice than this Agreement. The deed to be given pursuant to this Agreement by Seller to Buyer shall set forth the above conditions and shall further provide that if the foregoing conditions are met then the right of reentry created by such condition will automatically terminate.

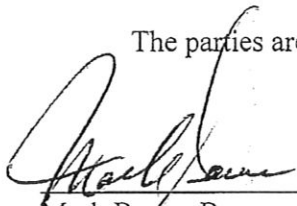
10. **Notices.** Any notice to either party that may be required hereunder or which either party is permitted or may desire to give to the other party must be in writing and may be given by

personal delivery, by reputable overnight courier, or by registered or certified mail, return receipt requested, postage prepaid, to the party for whom it is intended at the address stated above or such other address as it may have designated in writing in the manner provided in this paragraph. Any such notice will be deemed to have been given (i) if personally delivered, when so delivered; (ii) if sent by reputable national overnight courier, upon confirmation of receipt; or (iii) if mailed by registered or certified mail, return receipt requested, postage prepaid, upon confirmation of receipt.

11. **No Assignment.** Buyer's rights under this Agreement may not be assigned without the prior written consent of Seller.

12. **Miscellaneous.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives and successors. The use of any gender shall include all genders, and the use of any number shall be construed as singular or plural as the case may require. 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, and may be executed and delivered by facsimile signature, which shall be considered an original.

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

  
\_\_\_\_\_  
Mark Baier, Buyer

CITY OF JEFFERSON, Seller

By: \_\_\_\_\_  
Craig J. Berry, Mayor

Attest:

\_\_\_\_\_  
Diane M. Kennedy, City Clerk

TRI COUNTY LUMBER SPEC HOME  
 MAIN FLOOR

MB65F

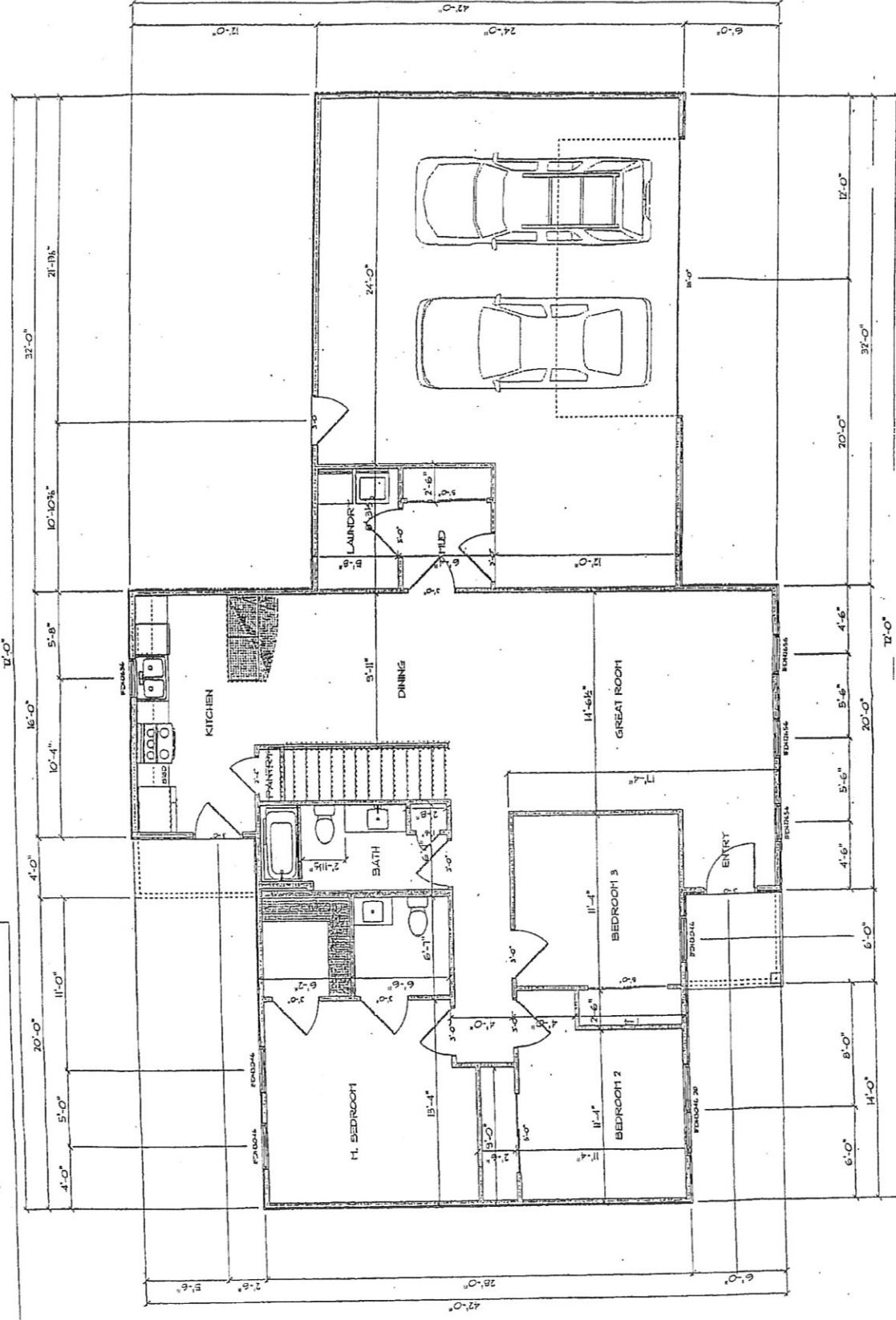
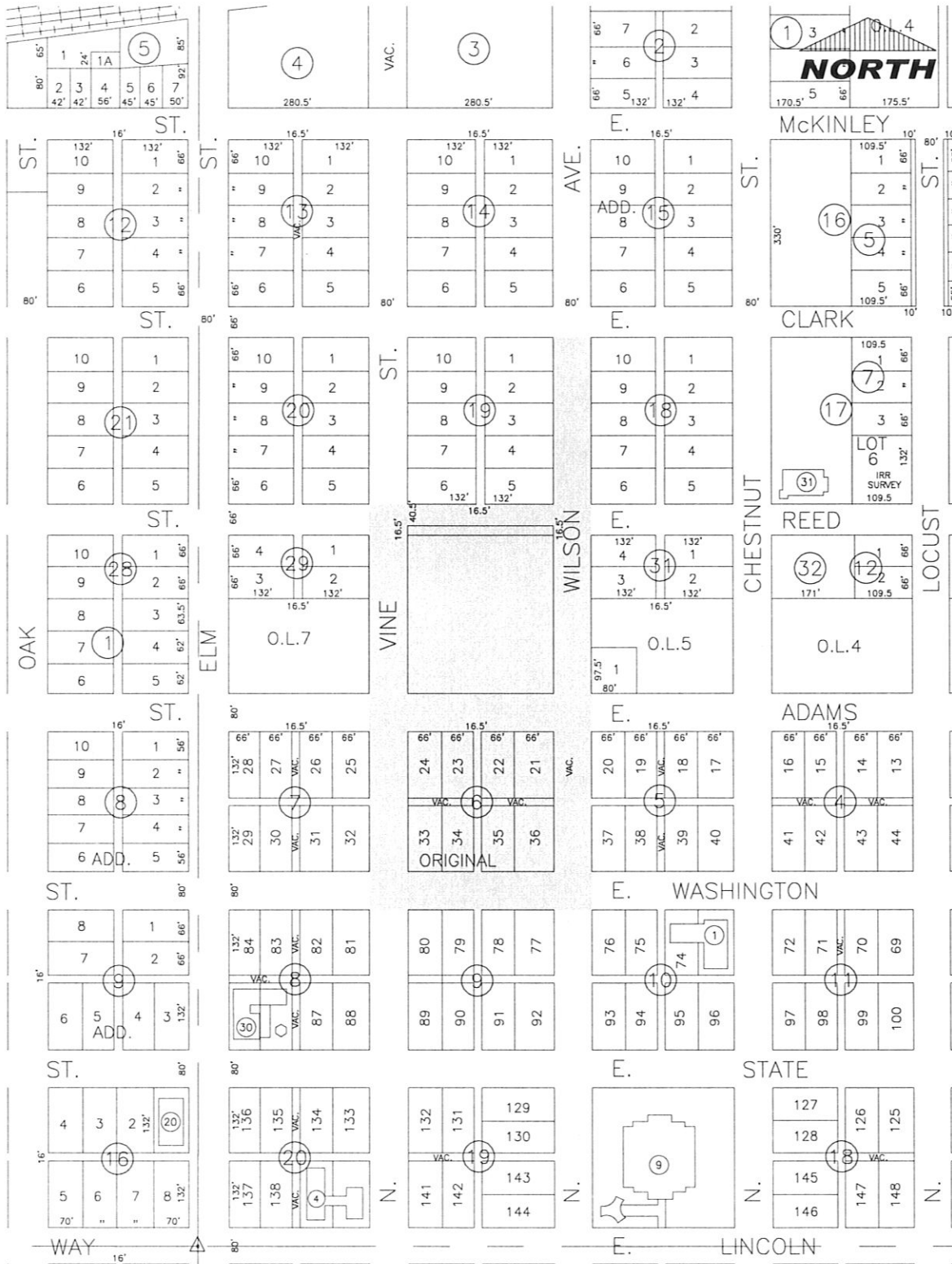


Exhibit A-2





# 2013 Addition to Jefferson Urban Renewal Area

## EXHIBIT A


**M.H.F. Engineering, P.C.**  
 Engineers - Land Surveyors  
 Jefferson, Iowa 50129 Ph. (515)386-4101

Planning and Zoning Commission  
May 8, 2013  
10:00 A.M.  
City Council Chambers

Present: Finneseth, Pound, Nick Richardson, Unger

Absent: Fie, Guy Richardson, Foje

Also Attended: City Building Official Mike Wright, City Administrator Mike Palmer, and City Attorney Bob Schwarzkopf

Meeting was called to order by chairman Finneseth at 10:00 A.M.

On a motion by Jim Unger, second by Dick Pound, the Commission approved the March 27, 2013 minutes. All voted Aye.

On a motion by Unger, second by Nick Richardson the Commission recommends to the City Council to adopt the proposed Urban Renewal Plan Amendment 2013 as it does conform with the general plan for the development of the municipality as a whole. All voted Aye.

On a motion by Finneseth, second by Pound the meeting was adjourned. All voted Aye.

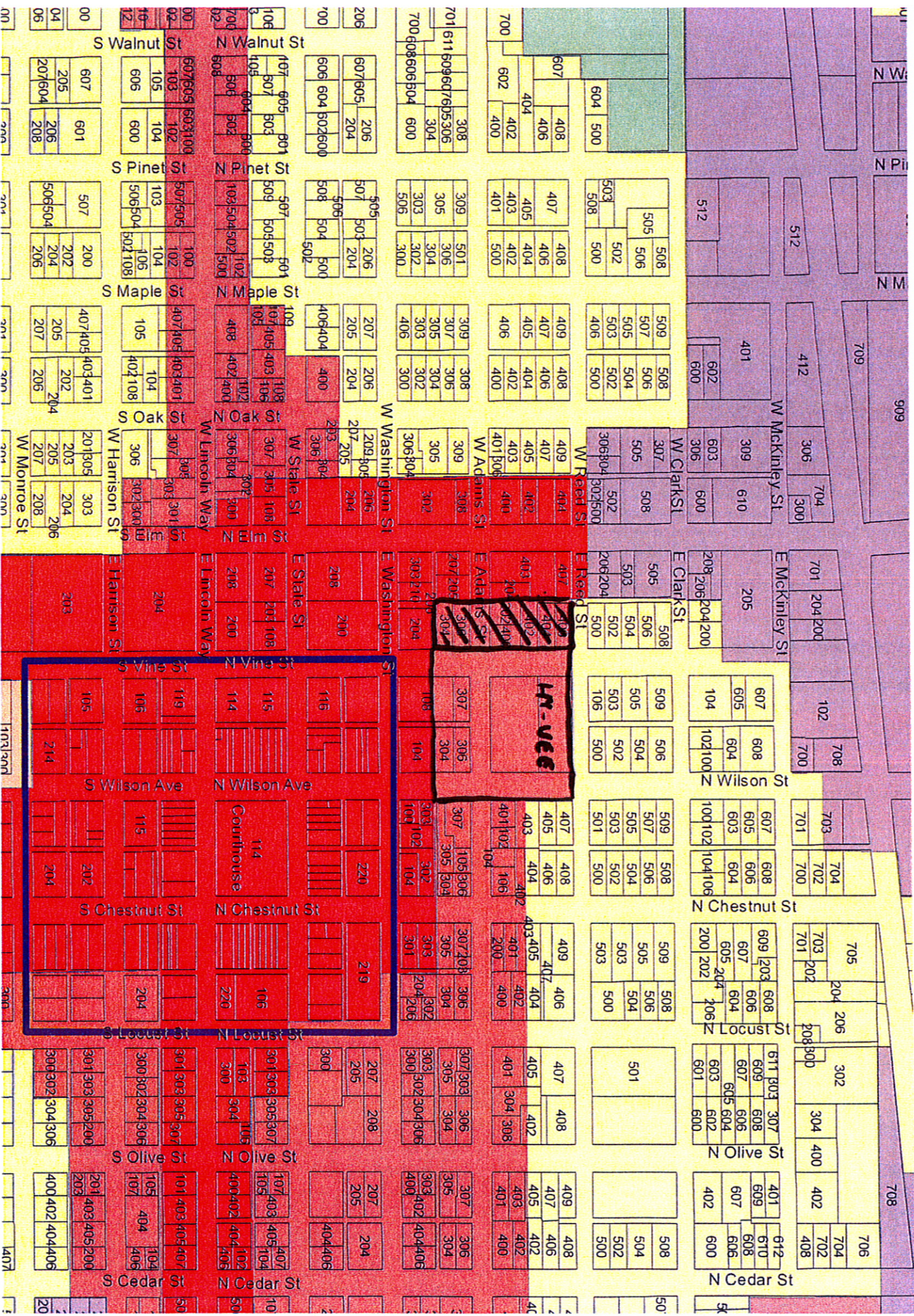
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Jack Finneseth, Chairperson

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Mike Wright, Building Official

ADDITIONAL PROPERTIES FOR REZONING



ADDITIONAL PROPERTIES FOR REZONING



**RESOLUTION NO. \_\_\_\_\_**

Moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the following resolution be adopted.

**APPROVAL OF AND DECLARATION OF  
INTENT TO FUND THE SITE-SPECIFIC  
DESIGN FOR THE PUBLIC IMPROVEMENT  
OF THE PROTECTION ZONE OF RUNWAY 32  
OF THE CITY OF JEFFERSON, IOWA  
MUNICIPAL AIRPORT AND TO ACQUIRE OR  
CONDEMN, IF NECESSARY, ALL OR A PORTION  
OF PROPERTY OR AN INTEREST IN PROPERTY**

WHEREAS, the City of Jefferson, Iowa, City Council (City) did have a public hearing pursuant to Section 6B.2A, Code of Iowa on the \_\_\_\_ day of \_\_\_\_\_, 2013.

WHEREAS, at said public hearing the City did acknowledge and consider all public input, both oral and written.

WHEREAS, the City determines approval of the project for the protection zone of runway 32 of the City of Jefferson, Iowa Municipal Airport is for the general welfare of the City and is in the best interests of its citizens.

**THEREFORE, IT IS HEREBY RESOLVED THAT:**

1. The City does approve the Airport layout Plan (ALP) dated 6-2009 prepared by Snyder & Associates; and
2. The City does hereby approve, and determines to fund, this project which involves federal funding; and
3. The City does approve proceeding with this public improvement project; and
4. The does approve having an appraisal prepared pursuant to Section 6B.45, Code of Iowa; and
5. The City does approve its authorized representative to make good faith effort to acquire the needed property through negotiated purchase pursuant to 6B.2B, Code of Iowa, and by condemnation, if necessary, pursuant to Chapter 6B, Code of Iowa.

Passed, approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.



SCHEDULE OF CONTRACT CHANGE ORDERS				
Contract Change Order		Description	Additions To Contract Price As Shown On Change Orders	Deductions From Contract Price As Shown On Change Orders
No.	Date			
Total			\$0.00	\$0.00

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE:


(a) Original Contract Amount \$220,814.79  
 (b) Plus: Additions Selected Above \$0.00  
 (c) Less: Deductions Scheduled Above \$0.00  
 (d) Adjusted Total Contract Amount To Date \$220,814.79

ANALYSIS OF WORK PERFORMED:

(a) Cost of Contract Work Performed To Date \$73,023.57  
 (b) Less: Amount Retained In Accordance With Contract Terms 5% \$3,651.18  
 (c) Materials Stored At Close Of This Period  
 (d) Less: Amount Retained In Accordance With Contract Terms 5% \$0.00  
 (e) Net Amount Earned On Contract Work To Date \$69,372.39  
 (f) Less: Amount Of Previous Payments \$41,967.89  
 (g) BALANCE DUE THIS PAYMENT \$27,404.50

CERTIFICATION OF CONTRACTOR: SANDSTONE MANAGEMENT

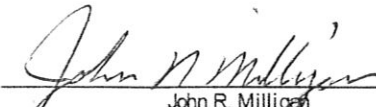
The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, being Applications for Payment numbered 1 through inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interests and encumbrances.

By: 

Date: 05/02/13

RECOMMENDATION OF ENGINEER: MHF ENGINEERING, P.C.

In accordance with above contract the undersigned recommends payment to the Contractor of the Amount Due as shown hereon.

By:   
 John R. Milligan

Date: 5-2-13

APPROVAL OF OWNER: CITY OF JEFFERSON

Amount Paid: \_\_\_\_\_

Date Paid: \_\_\_\_\_

By: \_\_\_\_\_  
 Craig Berry

Attest: \_\_\_\_\_  
 Diane M. Kennedy

Title: \_\_\_\_\_  
 Mayor

Title: \_\_\_\_\_  
 City Clerk

SCHEDULE OF CONTRACT CHANGE ORDERS				
Contract Change Order		Description	Additions To Contract Price As Shown On Change Orders	Deductions From Contract Price As Shown On Change Orders
No.	Date			
1	04-05-12	Include Added Options from Original Bid	\$190,897.00	
2	04-19-12	Include Granular Surface Class "A". Reduce Granular Subbase.	\$36,501.00	\$28,773.00
3	01-28-13	8031 Loudspeaker Mount	\$7,696.00	\$5,760.00
		8038 Install Conduits in Basement (Courthouse)	\$7,150.00	
Total			\$242,244.00	\$34,533.00

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE:

(a) Original Contract Amount \$1,388,296.40  
 (b) Plus: Additions Selected Above \$242,244.00  
 (c) Less: Deductions Scheduled Above \$34,533.00  
 (d) Adjusted Total Contract Amount To Date \$1,596,007.40

ANALYSIS OF WORK PERFORMED:

(a) Cost of Contract Work Performed To Date \$1,626,910.16  
 (b) Less: Amount Retained In Accordance With Contract Terms 3% \$48,807.30  
 (c) Materials Stored At Close Of This Period  
 (d) Less: Amount Retained In Accordance With Contract Terms 3% \$0.00  
 (e) Net Amount Earned On Contract Work To Date \$1,578,102.85  
 (f) Less: Amount Of Previous Payments \$1,543,458.04  
 (g) BALANCE DUE THIS PAYMENT \$34,644.81

CERTIFICATION OF CONTRACTOR: WICKS CONSTRUCTION, INC.

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, being Applications for Payment numbered 1 through inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interests and encumbrances.

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

RECOMMENDATION OF ENGINEER: MHF ENGINEERING, P.C.

In accordance with above contract the undersigned recommends payment to the Contractor of the Amount Due as shown hereon.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 John R. Milligan

APPROVAL OF OWNER: CITY OF JEFFERSON

Amount Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
 Craig Berry Diane M. Kennedy

Title: \_\_\_\_\_ Title: \_\_\_\_\_  
 Mayor City Clerk