

# **AGENDA**

## **COUNCIL MEETING**

**Tuesday, May 28, 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. 5/14/13 Council meeting minutes.
- B. Cigarette Permits. July 1, 2013 through June 30, 2014
- C. Greene County Fair Association, Class C Liquor License.

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

- A. Public hearing for the 2012-2013 Budget Amendment.
- B. Resolution for the approval of the 2012-2013 Budget Amendment.
- C. Consider second reading on ordinance providing for division of taxes levied on taxable property in the 2013 Addition to Jefferson Urban Renewal Area.
- D. Consider second reading on ordinance changing zoning classification for property at North Vine and West Adams Streets.
- E. Consider resolution proposing vacation and sale of parts of Adams Street and alley in Block 6, Original Town of Jefferson, and setting public hearing.
- F. Consider resolution approving agreement for purchase of golf course property.
- G. Consider approval to purchase replacement mower for Parks and Recreation Department.
- H. Consider approval to purchase security lights for Kelso Park shelter.
- I. Approval of agreement to use vacant NSP property.
- J. Consider approval of engineering agreement for water line improvement project for Vine, Reed and Wilson Streets.
- K. Consider resolution establishing fair market value and just compensation for the acquisition of certain real property for the Jefferson Municipal Airport.

### **V. REPORTS:**

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

### **VI. ADJOURN.**

# AGENDA SUMMARY

DATE 5/28/13

## NEW BUSINESS

- A. **Public hearing for the 2012-2013 Budget Amendment.**
- B. **Resolution for the approval of the 2012-2013 Budget Amendment.** See attached.
- C. **Consider second reading on ordinance providing for division of taxes levied on taxable property in the 2013 Addition to Jefferson Urban Renewal Area.**
- D. **Consider second reading on ordinance changing zoning classification for property at North Vine and West Adams Streets.**
- E. **Consider resolution proposing vacation and sale of parts of Adams Street and alley in Block 6, Original Town of Jefferson, and setting public hearing.** Hy-Vee is requesting the vacation of Adams Street between Vine Street and Wilson Street as well as the alley from Washington to Adams St. The attached map shows the proposed areas to be vacated.
- F. **Consider resolution approving agreement for purchase of golf course property.** The purchase is \$250,000 for the golf course and \$40,000 for the equipment. Agreement attached.
- G. **Consider approval to purchase replacement mower for Parks and Recreation Department.** 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 Parks and Rec Board reviewed this and are recommending purchasing a replacement mower for \$10,200.
- H. **Consider approval to purchase security lights for Kelso Park shelter.** The Park and Recreation Board are recommending the installation of four vandal proof light fixtures at the Kelso shelter. One of these light fixture units was installed at Russell Park and has not suffered any damage. The Park and Rec Board are recommending the purchase of 4 of these lights at a cost of approximately \$3,000. The funds would come out of the 2013-2014 capital improvements budget.
- I. **Approval of agreement to use vacant NSP property.** Attached is a copy of an agreement to lease the vacant lot at 803 West Lincoln Way as a garden
- J. **Consider approval of engineering agreement for water line improvement project for Vine, Reed and Wilson Streets.** Water Committee reviewed a proposal by MHF Engineering to provide the necessary engineering services to install new water lines at the locations shown on the attached map.
- K. **Consider resolution establishing fair market value and just compensation for the acquisition of certain real property for the Jefferson Municipal Airport.** The Code of Iowa requires that "Before the initiation of negotiations for real property, the acquiring agency shall establish an amount which it believes to be just compensation for the real property." Attached is the resolution that establishes the fair market value.

**NOTICE OF PUBLIC HEARING  
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of Jefferson in GREENE County, Iowa

will meet at Municipal Center

at 5:30 p.m. on 05/28/13

, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2013

by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property 1	1,756,873	0	1,756,873
Less: Uncollected Property Taxes-Levy Year 2			0
<b>Net Current Property Taxes 3</b>	<b>1,756,873</b>	<b>0</b>	<b>1,756,873</b>
Delinquent Property Taxes 4			0
TIF Revenues 5	145,651		145,651
Other City Taxes 6	439,617	506,000	945,617
Licenses & Permits 7	14,250	5,900	20,150
Use of Money and Property 8	74,152	11,500	85,652
Intergovernmental 9	479,516	627,350	1,106,866
Charges for Services 10	2,859,489	15,300	2,874,789
Special Assessments 11			0
Miscellaneous 12	51,800	209,175	260,975
Other Financing Sources 13	1,785,515		1,785,515
<b>Total Revenues and Other Sources 14</b>	<b>7,606,863</b>	<b>1,375,225</b>	<b>8,982,088</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety 15	589,812	26,000	615,812
Public Works 16	378,664	10,000	388,664
Health and Social Services 17	14,000		14,000
Culture and Recreation 18	896,285	311,000	1,207,285
Community and Economic Development 19	278,651	453,000	731,651
General Government 20	506,955	13,000	519,955
Debt Service 21	351,786	64,000	415,786
Capital Projects 22	310,000	1,325,000	1,635,000
Total Government Activities Expenditures 23	3,326,153	2,202,000	5,528,153
Business Type / Enterprises 24	1,811,780	240,000	2,051,780
<b>Total Gov Activities &amp; Business Expenditures 25</b>	<b>5,137,933</b>	<b>2,442,000</b>	<b>7,579,933</b>
Transfers Out 26	1,785,515		1,785,515
<b>Total Expenditures/Transfers Out 27</b>	<b>6,923,448</b>	<b>2,442,000</b>	<b>9,365,448</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 28</b>	<b>683,415</b>	<b>-1,066,775</b>	<b>-383,360</b>
Beginning Fund Balance July 1 30	7,193,063		7,193,063
<b>Ending Fund Balance June 30 31</b>	<b>7,876,478</b>	<b>-1,066,775</b>	<b>6,809,703</b>

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:  
 Rev Incr: Hot/Mot; TIF; Bond Proceeds; Farm Land Rent; RN Entry Fees; Warin Oil Reimb; Rd Use Tax; Donations;  
 Transp Grant; Co. Downtwn Reimb; Hous Reh Grant; NSP; AP Fed Grant. Exp Incr: LEC Roof; Taser; Anim Shelter;  
 RUT Equip Mt; Golf Course Purchase; Warin Oil; Hot/Mot; GCDC Bsn Prk #1; Bauer Subd; Soy Chlor Final; Gen  
 Legal Fees; Debt Serv Bond Fees; Vine St. Overlay; Wash/Locust St. Overlay; WA Syst Mt; ST Mt; Downtwn Proj;  
 Hous Rehab; Capital Improv Purchases; SW Bond Refin; Well #9 Reprs; Murphy Land Purch; SN Eq Mt; RC Eq  
 Mt; Misc Fees; Education; AP Fuel System; Fuel Oil

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

Diane M. Kennedy  
City Clerk/ Finance Officer Name

 = UNPAVED STREET AND ALLEY

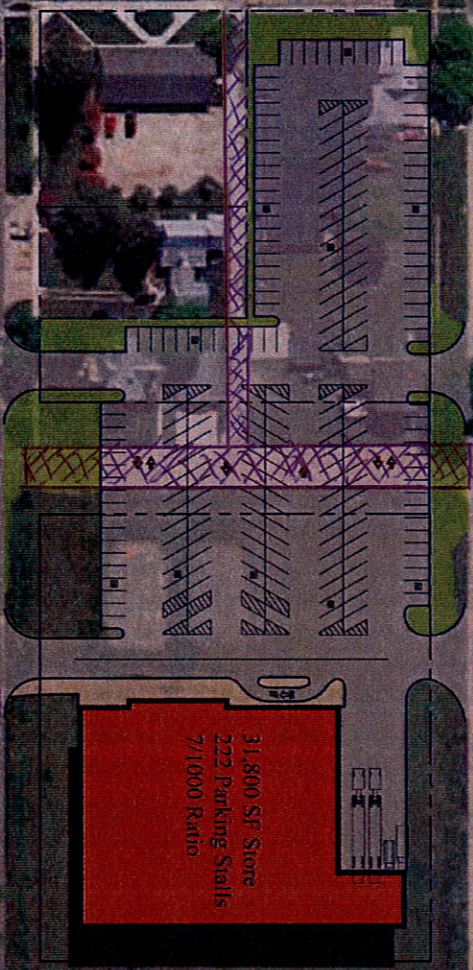
N ELM ST (HWY 4)

W REED ST

N WILSON ST

ADAMS

ADAMS



31,800 SF Store  
222 Parking Stalls  
7/1000 Ratio

Jefferson, Iowa  
Scale: 1"=40'



NORTH

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## AGREEMENT FOR SALE AND PURCHASE OF GOLF COURSE PROPERTY

This Agreement for Sale and Purchase of Golf Course Property (the “**Agreement**”) is dated \_\_\_\_\_ and is between HOME STATE BANK, of 115 W. State St. P.O. Box 351, Jefferson, IA 50129 (the “**Seller**”), and the CITY OF JEFFERSON, of 220 N. Chestnut St., Jefferson, IA 50129 (the “**Buyer**”).

1. **Purchase and Sale, the Property.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate and equipment making up and used in connection with the Raccoon Valley Golf Course (also known as Raccoon Bend Golf Course) located at 501 W. Greenwood Road, Jefferson, Iowa, including the following (all of which is referred to as the “**Property**”):

(a) All of the real estate which is part of and has been used as part of the Raccoon Valley Golf Course, including without limitation the real estate described on Exhibit A (the “**Real Estate**”); and

(b) The equipment described on Exhibit B (the “**Equipment**”).

2. **Purchase Price.** Buyer agrees to pay for the Property the total sum of \$290,000.00, which amount, subject to adjustment for prorations or adjustments required under this Agreement, shall be paid to Seller at the time of closing. The parties agree that the purchase price consists of \$250,000.00 for the Real Estate, which shall be paid to Seller, and \$40,000.00 for the Equipment, which shall be paid at closing to Region XII Council of Governments to discharge its security interest therein.

3. **Closing and Possession.** Closing shall be held as soon as Seller has provided the abstract required under this Agreement 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 Sellers 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. If Seller and Buyer have entered into a lease for the Property prior to the date of this Agreement and if there is tax proration language in that lease which is inconsistent with the tax proration language of this Agreement, then the tax proration language of that lease shall govern.

5. **Abstract.** Seller agree to deliver to Buyer for its examination an abstract of title covering the 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. **Condition of Property.** (a) Seller represents that it has no knowledge of any wells, solid waste disposal sites, hazardous wastes, underground storage tanks, private burial sites, or any private sewage disposal systems on the Property, except for an irrigation well located on the golf course, and agrees to deliver at closing a groundwater hazard statement confirming such representations.

(b) Seller represents that it is not aware of any defects in the condition of the Equipment, other than for ordinary wear and tear, and that it is not aware that any of the Equipment is not capable of performing the function for which it is designed, except for the Jacobsen HR 5111 rough mower (item 5 on Exhibit B) which both parties are aware is not operating properly and which Buyer agrees to accept. Seller makes no representations or warranties as to the condition of the Equipment after closing or as to its ability to continue in service.

(c) Subject to the foregoing representations, the Real Estate and Equipment 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 Real Estate and Equipment.

7. **Deed and Bill of Sale.** Upon payment of all sums owing by Buyer to Seller under this Agreement there shall be delivered to Buyer a good and sufficient special warranty deed conveying merchantable title to the Real Estate to Buyer and a special warranty bill of sale transferring merchantable title to the Equipment to Buyer, all to be free and clear of all liens, charges and encumbrances, except as permitted by this Agreement.

8. **Remedies.** If Buyer fails to perform this Agreement in any respect, 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, Buyer may (a) terminate this Agreement and have all payments returned to it, 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.

9. **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.

10. **Miscellaneous.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives, 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 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 on the date stated in the introductory clause.

HOME STATE BANK, Seller

CITY OF JEFFERSON, Buyer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Attest:

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

## LEGAL DESCRIPTION OF REAL ESTATE

Lots 1 and 2 in Country Club Estates Addition to the City of Jefferson, Greene County, Iowa;

A certain tract of land containing 37.6 acres more or less and designated as Lot "X" of the SE  $\frac{1}{4}$ , except Lot 1 of Lot "X" thereof, of Section 18; and the NE  $\frac{1}{4}$  of Section 19, as contained in a Plat & Field Notes filed for record in Book 79, Page 152, and by a Corrected Plat & Description filed for record in Book 93, Page 142; ALSO a certain tract of land containing 7.9 acres, more or less, and designated as Lot "Z" of the SE  $\frac{1}{4}$  of Section 18 and of the NE  $\frac{1}{4}$  of Section 19, as contained in a Plat & Field Notes filed for record in Book 93, Page 149; ALSO a certain tract of land containing 13.18 acres, more or less, and designated as Lot "G" of the SE  $\frac{1}{4}$  of Section 18; ALL IN Township 83 North, Range 30 West of the 5th P.M., Greene County, Iowa; and

A tract of land described as beginning at the Southwest Corner of Lot S in the Northeast Quarter of the Southeast Quarter of Section 18, Township 83 North, Range 30 West of the 5th P.M., in Greene County, Iowa, thence South 89°16' East, along the South line of said Lot S, 534.1 feet; thence North 61°39.6' West 614.6 feet; thence South 1°23' East, along the West line of said Lot S, 285.0 feet to the point of beginning, containing 1.75 acres more or less.



## FORMER RACCOON VALLEY GOLF COURSE EQUIPMENT LIST

1. Ransomes Jacobsen G-Plex II greens mower
2. Jacobsen LF 3400 fairway mower
3. John Deere 1200A bunker rake
4. John Deere 2653 tee and collar mower
5. Jacobsen HR 5111 rough mower
6. Cushman Turf Truckster with attached sprayer and 22 foot boom
7. 12 Yamaha golf carts
8. Double wide Traulsen refrigerator
9. Two Sharp cash registers
10. E Series double wide refrigerator
11. Stand-up Crosley refrigerator
12. Manitowic ice maker
13. Gibson electric stove
14. 12 round plastic tables with 96 chairs
15. Two 1x4x8 portable display cases
16. Four glass patio tables with 12 patio chairs
17. Portable gas grill
18. Frigidaire refrigerator
19. Two LG 30" flat screen televisions
20. One Samsung 20" flat screen television

## LICENSE TO USE PROPERTY FOR GARDEN

This License Agreement (the "**License**") is dated \_\_\_\_\_, and is between the CITY OF JEFFERSON, of 220 N. Chestnut Street, Jefferson, IA 50129 (the "**City**"), and PAUL TUCKER, of 803 W. State St., Jefferson, IA 50129 (the "**Licensee**").

1. **Grant of License.** In consideration of the mutual covenants and agreements set forth herein City hereby grants to Licensee the right, privilege and permission to use the following described property:

Lot Five (5), in Block One (1), in Jefferson Land & Loan Company's First Addition to Jefferson, Greene County, Iowa

(the "**Real Estate**"), located at 709 West Lincoln Way, Jefferson, Iowa, for the limited and sole purpose of planting a vegetable and/or flower garden thereon.

2. **Term.** The initial term of this License shall be for one year, commencing \_\_\_\_\_, and ending \_\_\_\_\_. City and Licensee may agree to extend the term of this License, but Licensee has no right to any extension or renewal. An extension or renewal, if any, shall be in City's sole discretion which it may exercise for any reason, including without limitation Licensee's compliance with the terms and conditions of this License.

3. **Use of Real Estate.** Licensee shall conduct his activities on the Real Estate in a manner consistent with good horticultural and gardening practices, shall do what is necessary to control soil erosion and shall abstain from any practice which will cause damage to the Real Estate. Licensee shall timely control all weeds, including noxious weeds, shall keep the Real Estate neatly mowed and in a clean and neat condition. The Licensee will also be responsible for removal of snow from sidewalks adjoining the Real Estate in the manner required of an owner of property under the Jefferson Code of Ordinances. Licensee agrees that he will not place or maintain a structure or building of any kind on the Real Estate and that he will not store or allow to remain located on the Real Estate any equipment or other personal property.

4. **Location of Garden.** Licensee agrees that he will not plant a garden on those parts of the Real Estate where the location of a building would be prohibited because of zoning set back requirements, unless otherwise approved by the Building and Zoning Official.

5. **Compliance with Laws.** Licensee shall comply with any and all laws, statutes, ordinances and regulations, federal, state, county or municipal, now or hereafter in force, relating to Licensee's use of the Real Estate, including without limitation applicable environmental laws and regulations concerning the application and handling of chemicals and fertilizers. Chemicals may not be stored on the Real Estate and Licensee will exercise care to apply chemicals in a manner which will not harm or damage vegetation on other property.

6. **Sole Use.** Licensee agrees that he will not allow or permit any other person to enter upon or use the Real Estate for any purpose whatsoever other than to assist with the specific purposes set forth in this License. This License shall inure only to the benefit of Licensee and may not be assigned or transferred by him to any other person.

7. **City Right to Terminate.** City reserves the right to terminate and revoke this License at any time, provided that if Licensee has expended money for planting a garden on the Real Estate then he shall have the right to harvest the produce from his garden, provided he is not in default under any of the other terms and provisions of this License.

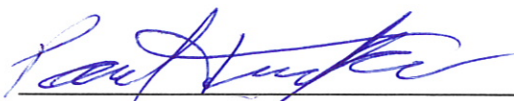
8. **Rights as Licensee.** Licensee acknowledges and agrees that his rights in the Real Estate are of a Licensee only as provided in this License and that this agreement does not constitute a lease, an easement or provide him with any other rights with respect to the Real Estate except as specifically set forth herein. Subject to the provisions of this License, City reserves full ownership and right to possess, maintain and govern the use of the Real Estate.

9. **Indemnification.** Licensee shall indemnify, defend and hold City harmless from and against any claims, liability, damages, penalties, losses or expenses which may be made against City or incurred or paid by City as a result of any injury to person or property sustained by anyone as a result of Licensee's use of the Real Estate or resulting from any act or omission of Licensee or his agents, employees, visitors or invitees, or any failure by Licensee to perform any obligation required of him under this License.

10. **Insurance.** During the duration of this License, Licensee, at his sole cost and expense, shall maintain comprehensive general public liability insurance coverage providing bodily injury, including death, personal injury and property damage coverage with combined single limit of at least \$1,000,000.00 per occurrence and a general aggregate limit of at least \$2,000,000.00, which shall name City as an additional insured. Upon request, Licensee shall furnish City with a certificate of insurance evidencing the required coverage. Licensee shall also carry and maintain other insurance coverage customary for the type of activity he will be engaging in upon the Real Estate, including without limitation property insurance, worker's compensation and unemployment insurance.

11. **Default by Licensee.** If Licensee fails to perform any obligation, covenant or agreement contained in this License, then City may immediately terminate this License.

IN WITNESS WHEREOF, the parties have signed this License as of the date shown in the introductory paragraph.

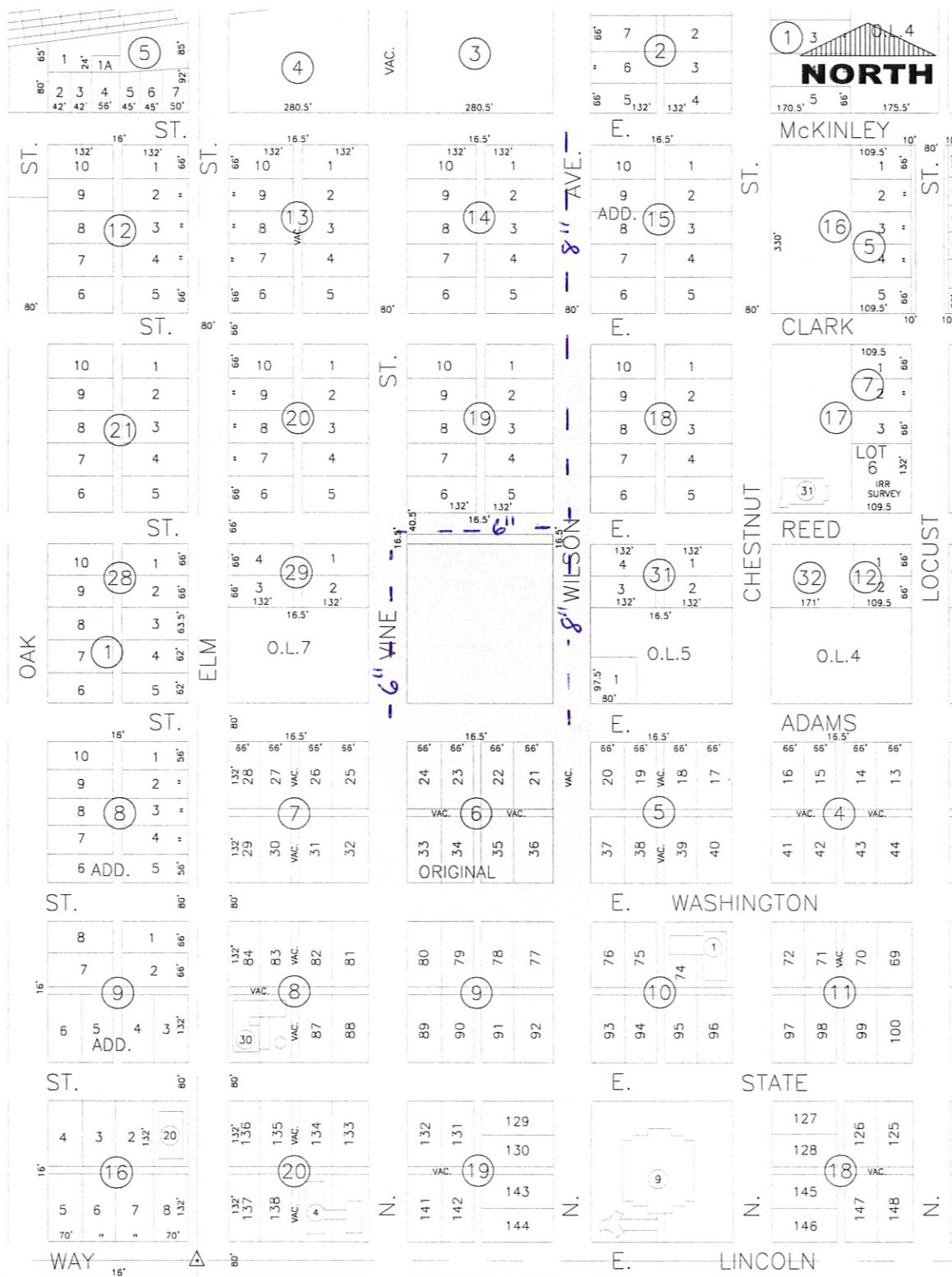
  
\_\_\_\_\_  
Paul Tucker

CITY OF JEFFERSON

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

Attest:

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



# 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

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

Moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the following Resolution be adopted:

**ESTABLISHING FAIR MARKET VALUE  
AND JUST COMPENSATION  
FOR THE ACQUISITION OF  
CERTAIN REAL PROPERTY**

WHEREAS, the City of Jefferson, Iowa intends to acquire portion of certain real property or an interest in real property owned by Brett Schilling described as follows:

The Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section Fifteen (15), Township Eighty-three (83) North, Range Thirty (30) West of the 5<sup>th</sup> P.M., Greene County, Iowa.

The portion of the above property which the City of Jefferson, Iowa intends to acquire or condemn is described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of the Northwest Quarter of Section 15, T83N, R30W of the 5<sup>th</sup> P.M., Greene County, Iowa: Thence South 88°38'04" East, 882.00 Feet along the South line of the Northwest Quarter of the Northwest Quarter of said Section 15; Thence North 33°17'29" West, 1601.68 Feet; Thence South 00°06'46" West, 1317.82 Feet along the West line of the Northwest Quarter of the Northwest Quarter of said Section 15 to the Point of Beginning, containing 13.34 acres. Subject to easements apparent or of record.

The above described parcel shall hereafter be known as Lot 6 of the Northwest Quarter of the Northwest Quarter of Section 15, T83N, R30W of the 5<sup>th</sup> P.M., Greene County, Iowa.; and

WHEREAS, the real property or interest in real property is shown on the attached Land Acquisition Plat; and

WHEREAS, the City of Jefferson, Iowa has caused an appraisal of the Property to be made, and the appraised value of the entire property before any acquisition was determined to be \$576,000, and the appraised value of the remaining property after the acquisition, was determined to be \$441,000, which results in an amount of \$135,000 as just compensation to the Owner; and

WHEREAS, Section 6B.2B, Code of Iowa, requires the City of Jefferson, Iowa to make a good-faith effort to negotiate with the Owner, Brett Schilling, to purchase the Property before proceeding with condemnation; and

WHEREAS, Section 6B.45, Code of Iowa, requires the City of Jefferson, Iowa establish the amount of just compensation to the owner to be based upon said appraisal; and

WHEREAS, the City of Jefferson, Iowa now desires to establish the fair market value of just compensation to be paid to the owner.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF JEFFERSON, IOWA AS FOLLOWS:**

1. Just compensation to the owner of the property is established to be \$135,000.
2. The attorney for the City of Jefferson, Iowa, Robert W. Goodwin, is hereby directed to submit a copy of the appraisal to the owner, Brett Schilling, as required by Section 6B.45, Code of Iowa, and to commence negotiations with the owner, Brett Schilling, for the purchase of the above-described property consisting of 13.34 acres for an amount not less than \$135,000.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF JEFFERSON, IOWA**

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

**ATTEST:**

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