

AGENDA

COUNCIL MEETING
Tuesday, March 22, 2022
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. 3/8/22 regular Council minutes.
- B. Consider approval of pay estimate #2 of \$77,683.64 to Jensen Builders, LTD for Greene County Animal Shelter.
- C. Adjustment to sewer bill of \$59.60 at property located at 123 N Chestnut Street.
- D. Hire Jadon Block at \$12.00 an hour at the Jefferson Golf Course for grounds maintenance.
- E. Hire Bill Labath at \$15.00 an hour at the Jefferson Golf Course for grounds maintenance.

IV. NEW BUSINESS:

- A. Consider appointment of Holly Roberts to the Library Board of Trustees.
- B. Consider approval of resolution waiving right to review plat of survey for property located at Section 32, T84N, R30W, 210th Street within 2 miles of Jefferson.
- C. Consider approval of Development Agreement of CDBG grant of \$435,000 between The City of Jefferson and Jefferson City View Properties, LLC.
- D. Consider approval of Forgivable Loan of CDBG grant of \$435,000 between The City of Jefferson and Jefferson City View Properties, LLC.
- E. Consider approval of IEDA Development Agreement of \$500,000 between The City of Jefferson and Pub Adventures LLC. for property located at 123 N. Chestnut Street
- F. Consider approval of IEDA Forgivable Loan of \$500,000 between The City of Jefferson and Pub Adventures LLC. for property located at 123 N. Chestnut Street.
- G. Consider approval of Certification of Compliance for CDBG Procurement Stands for property located at 123 N. Chestnut Street.
- H. Consider approval of agreement for engineering services for \$163,700 for the design and construction phase services of the proposed hanger, subject to FAA funding and concurrence.
- I. Consider Approval of authorization to sign FAA grant application for the design and construction phase services of the proposed hanger.
- J. Consider approval of City insurance policy with Unger Insurance.

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 3/22/22

NEW BUSINESS

- A. Consider appointment of Holly Roberts to the Library Board of Trustees.
- B. **Consider approval of resolution waiving right to review plat of survey for property located in Section 32, T84N, R30W, 210th Street within 2 miles of Jefferson.** Application and location maps attached.
- C. **Consider approval of Development Agreement of CDBG grant of \$435,000 between The City of Jefferson and Jefferson City View Properties, LLC.** Attached is the development agreement to construct upper level apartments at 200 East State Street.
- D. **Consider approval of Forgivable Loan of CDBG grant of \$435,000 between The City of Jefferson and Jefferson City View Properties, LLC.** Attached is the agreement for the City of Jefferson (lender) to provide a forgivable loan of \$435,000 for the purpose of constructing upper level apartments at 200 East State Street.
- E. **Consider approval of IEDA Development Agreement of \$500,000 between The City of Jefferson and Pub Adventures LLC. for property located at 123 N. Chestnut Street** Agreement attached.
- F. **Consider approval of IEDA Forgivable Loan of \$500,000 between The City of Jefferson and Pub Adventures LLC. for property located at 123 N. Chestnut Street.** Agreement attached.
- G. **Consider approval of Certification of Compliance for CDBG Procurement Stands for property located at 123 N. Chestnut Street.** Agreement attached.
- H. **Consider approval of agreement for engineering services for \$163,700 for the design and construction phase services of the proposed hanger, subject to FAA funding and concurrence.**
- I. **Consider Approval of authorization to sign FAA grant application of the design and construction phase services of the proposed hanger.**
- J. **Consider approval of City insurance policy with Unger Insurance.** Attached is information regarding the coverage. The proposed premium is \$247,461

COUNCIL MEETING

March 8, 2022

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek
ABSENT: None

Mayor Gordon presided.

During Open Forum Melinda Madison voiced her concerns on N Walnut St about vehicles speeding with many children in the area and dogs are running at large in this area also.

On motion by Sloan, second by Zmolek, the Council approved the following consent agenda: February 22, 2022 Council Minutes, Peony Chinese Restaurant, Special Class C Liquor License, Pay estimate #3 of \$8,812.00 of CDBG funds for 200 E State Street and payment of monthly bills from City funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek
NAY: None

This was the time and place for the Public Hearing on FY 2022-2023 Budget. Mayor Gordon called for oral or written comments and there were none. On motion by Ahrenholtz, second by Wetrich, the Council closed the Public Hearing.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz
NAY: None

RESOLUTION NO. 14-22

On motion by Zmolek, second by Jackson, the Council approved Resolution No. 14-22, a resolution adopting FY 2022-2023 Budget.

AYE: Wetrich, Sloan, Zmolek, Ahrenholtz, Jackson
NAY: None

This was the time and place for the Public Hearing for the sale and redevelopment of property at 107 North Chestnut Street. Mayor Gordon called for oral or written comments and there were none. On motion by Jackson, second by Wetrich, the Council closed the Public Hearing.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek
NAY: None

RESOLUTION NO. 15-22

On motion by Sloan, and second by Zmolek, the Council approved Resolution No. 15-22, a resolution approving agreement for sale and redevelopment of property at 107 North Chestnut Street.

AYE: Jackson, Ahrenholtz, Zmolek, Wetrich, Sloan
NAY: None

This was the time and place for the Public Hearing for the sale and redevelopment of property at 105 North Chestnut Street. Mayor Gordon called for oral or written comments and there were none. On motion by Ahrenholtz, second by Wetrich, the Council closed the Public Hearing.

AYE: Zmolek, Sloan, Jackson, Wetrich, Ahrenholtz
NAY: None

RESOLUTION NO. 16-22

On motion by Wetrich, and second by Jackson, the Council approved Resolution No. 16-22, a resolution approving agreement for sale and redevelopment of property at 105 North Chestnut Street.

AYE: Jackson, Sloan, Ahrenholtz, Zmolek, Wetrich
NAY: None

On motion by Jackson, second by Ahrenholtz, the Council approved of the street closing from Wilson to Locust on Lincoln Way approximately 5am to 11am for the Market to Market event on Saturday, May 14, 2022.

AYE: Sloan, Ahrenholtz, Jackson, Zmolek, Wetrich
NAY: None

On motion by Wetrich, second by Jackson, the Council approved hiring Elijah Block as Golf Course Manager at \$3,750.00 a month for 8 months effective March 9, 2022.

AYE: Zmolek, Ahrenholtz, Sloan, Jackson, Wetrich
NAY: None

On motion by Sloan, second by Zmolek, the Council approved to raise Dave Destival to \$20.00 per hour effective March 8, 2022 as Golf Course Greenskeeper.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek
NAY: None

On motion by Wetrich, second by Jackson, the Council approved hiring Eric Fisher for the Cemetery and Parks department at a salary of \$44,595.20 effective March 21, 2022.

AYE: Zmolek, Jackson, Sloan, Wetrich, Ahrenholtz
NAY: None

On motion by Jackson, second by Sloan, the Council approved to promote Duane Onken to Lead Position for Cemetery and Parks department at a salary of \$58,115.20 effective March 8, 2022.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek
NAY: None

On motion by Ahrenholtz, second by Wetrich, the Council approved of a one-time funding for the Bell Tower Festival of \$12,170.00 towards the enhancement of the 2022 Bell Tower Festival with Gotcha Games Rides and Attractions. The funds will come out of Hotel/Motel with no obligation to the City to return any funds back from profits of the attractions.

AYE: Jackson, Sloan, Wetrich, Zmolek, Ahrenholtz
NAY: None

The quarterly report with Jefferson Matters: A Main Street & Chamber Community was held to update the Council on activities.

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

A1 AUTOMOTIVE	VEH MAINT	1,441.57
ABC PEST CONTROL	PEST CONTR	204.75
ACCESS SYSTEMS LEASING	CPIER LSE	2,477.08
ACCO UNLIMITED CORP	WA CHEM	4,561.60
AFLAC	AFLAC INS W/H	35.36

AIA Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: CITY OF JEFFERSON IOWA 220 N CHESTNUT ST JEFFERSON, IA 50129	PROJECT: Green County Animal Shelter 1700 Doreen Wilber Drive Jefferson, IA 50129	APPLICATION NO: 22014-00002 PERIOD TO: 1/31/2022 CONTRACT FOR: CONTRACT DATE: 11/1/2021 PROJECT NOS: 22-014 / /	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Jensen Builders LTD 1175 South 32nd Street Fort Dodge, IA 50501	VIA ARCHITECT: ATURA ARCHITECTURE 912 North 13th Street Clear Lake, IA 50428		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 AIA Document G703™, Continuation Sheet, is attached.

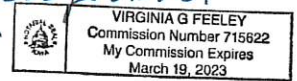
1. ORIGINAL CONTRACT SUM	\$ 907,400.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 907,400.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 142,344.75
5. RETAINAGE:	
a. <u>5.00</u> % of Completed Work (Column D + E on G703)	\$ 7,117.24
b. _____% of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 7,117.24
6. TOTAL EARNED LESS RETAINAGE	\$ 135,227.51
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 57,543.87
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 77,683.64
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 772,172.49
(Line 3 minus Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jensen Builders LTD
 By: Mark E. Kroemer Date: 1/20/2022
 State of: Iowa
 County of: Webster

Subscribed and sworn to before me this 20th day of January 2022
 Notary Public: Virginia G. Feeley
 My commission expires: 3-19-23



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 77,683.64
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: ATURA ARCHITECTURE
 By: Mark E. Kroemer Date: March 8, 2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992
Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 22014-00002
APPLICATION DATE: 1/20/2022
PERIOD TO: 1/31/2022
ARCHITECT'S PROJECT NO: 22-014

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C)			
01	General Conditions	46,885.00	4,688.50	2,344.25		7,032.75	15.00	39,852.25	351.64
02	Earthwork & Storm Sewer	93,140.00	55,884.00	18,628.00		74,512.00	80.00	18,628.00	3,725.60
03	Site Paving & Sidewalks	18,365.00						18,365.00	
04	Seeding	12,780.00						12,780.00	
05	Reinforcing Steel	10,825.00		10,825.00		10,825.00	100.00		541.25
06	Concrete Foundations	49,975.00		49,975.00		49,975.00	100.00		2,498.75
07	Concrete Slab on Grade	26,674.00						26,674.00	
08	Equipment Pads	8,255.00						8,255.00	
09	Casework	23,995.00						23,995.00	
10	Doors, Frames, Hardware	35,272.00						35,272.00	
11	Aluminum Windows	10,455.00						10,455.00	
12	Sealed Concrete & Epoxy Floor	20,000.00						20,000.00	
13	Metal Frmg, Drwall, Acous Ceiln	85,730.00						85,730.00	
14	Painting	8,816.00						8,816.00	
15	Specialties	2,182.00						2,182.00	
16	PEMB Materials	109,700.00						109,700.00	
17	PEMB Erection	53,750.00						53,750.00	
18	Mechanical	207,356.00						207,356.00	
19	Electrical	83,245.00						83,245.00	
	Totals	907,400.00	60,572.50	81,772.25		142,344.75	15.69	765,055.25	7,117.24
	GRAND TOTAL								

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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APPLICATION FOR APPROVAL OF PLAT OF SURVEY

TO: City Council of Jefferson

The undersigned owner(s) of the land described in the attached plat of survey request the City Council of the City of Jefferson to approve the division of land reflected in the attached plat of survey pursuant to Section 166.22 of the Code of Ordinances of the City of Jefferson. The following information is submitted in support of this application:

1. A pre-application conference regarding this proposed subdivision was held with the City Administrator on 02/05/2022.

2. A copy of a plat of survey prepared by Robert B. Bills, an Iowa registered land surveyor, dated 03/04/2022, showing the land proposed to be divided is attached to this application.

3. The purpose of this proposed division is: CONVEY FARMLAND

4. The name(s), address(es) and telephone number(s) of all the owners of the land described in the attached plat are as follows:

MARIE AND GAYLE LANGE, VELMA MCCARTHY
100 BEARWOOD BEND, JEFFERSON, IA 50129
PH: 402-340-3755

5. The names and addresses of all adjoining property owners are set forth below, and the approximate locations of their properties are shown on the attached plat.

DAYLE ERICSON 1267 NEOLA AVE, JEFFERSON, IA 50129
HINCHIFFE FARMS, LLC 2626 LAKEVIEW # 3108 CHICAGO, IL 60614-1826

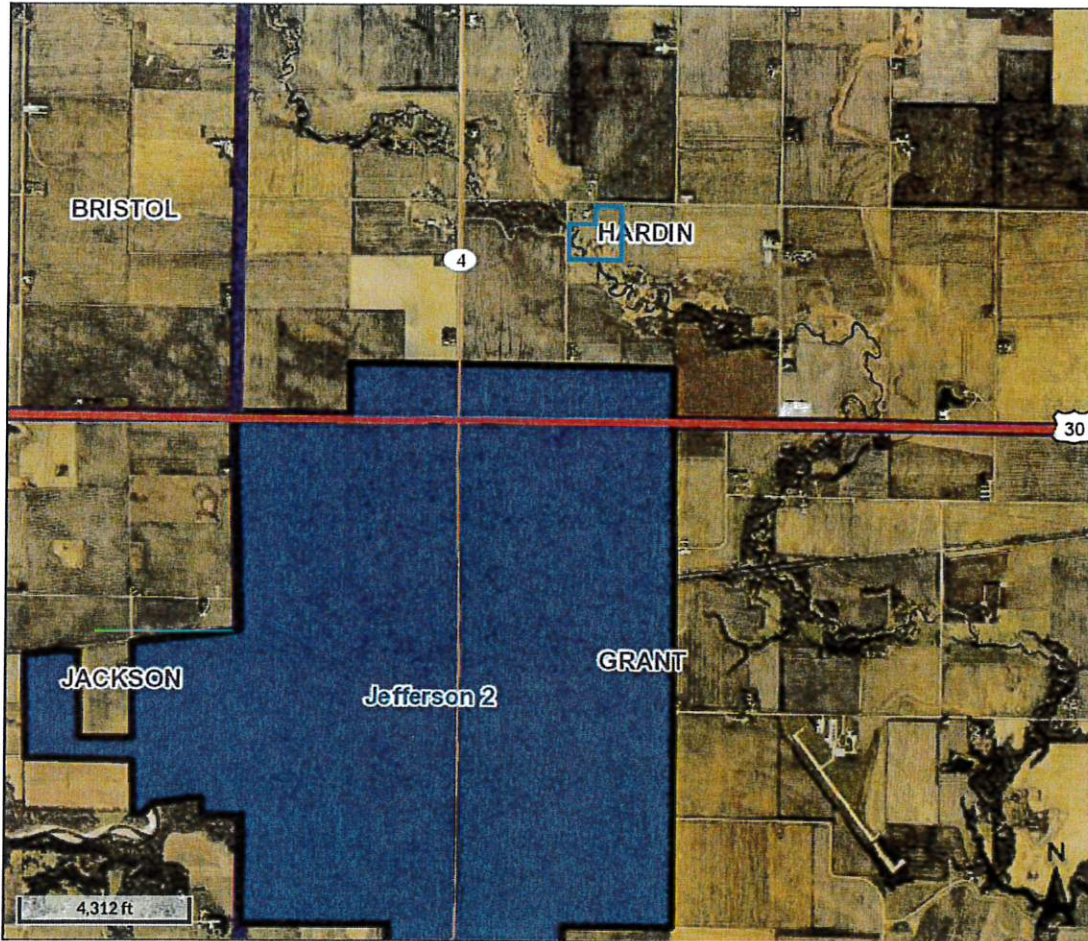
6. (a) The existing zoning classification of the property covered by the plat is AG. (There is no pending plan or proposal to change this zoning classification./It is proposed that the zoning classification of this property be changed to N/A.)

(b) The zoning classification(s) for the adjoining properties is/are as follows: AG. (There is no pending plan or proposal to change any zoning classification for any of the adjoining properties./It is proposed that the zoning classification of adjoining property be changed to N/A.)

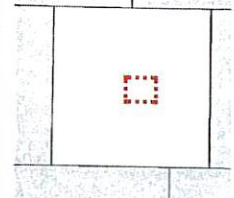
7. (Check applicable paragraph:)

There are no structures located on the property proposed to be divided.

There are one or more structures located on the property proposed to be divided, and the location of such structures and their distance from existing and proposed boundary lines has been shown by a registered land surveyor either on the attached plat or on a separate drawing attached to this application.



Overview



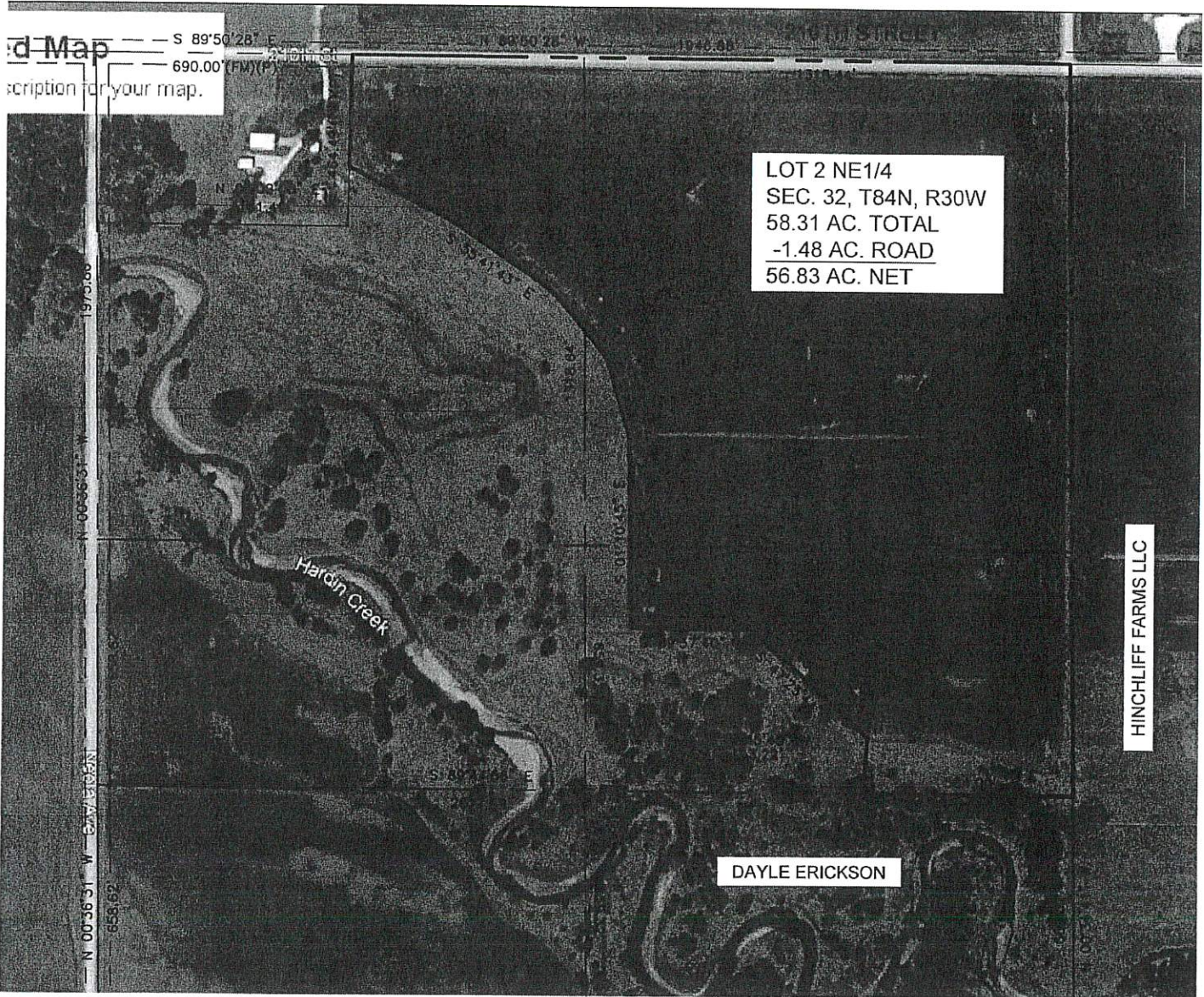
Legend

-  Parcels
-  USA Major Highways
-  Limited Access
-  Highway
-  Major Road
-  Local Road
-  Minor Road
-  Other Road
-  Ramp
-  Ferry
-  Pedestrian Way
-  Corporate Limits
-  Townships
-  Political Township
-  Sections

Parcel ID	0732200002	Alternate ID	321200	Owner Address	LANGE, MARK L & GAYLE L
Sec/Twp/Rng	32-84-30	Class	A		100 BRIARWOOD BEND
Property Address		Acreage	31.56		JEFFERSON, IA 50129
District	HJF				
Brief Tax Description	32/84/30 NW1/4 NE1/4 (EXC LOT 1)				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 3/17/2022
 Last Data Uploaded: 3/17/2022 12:40:16 AM

Developed by  Schneider
 GEOSPATIAL



GENERAL NOTES:

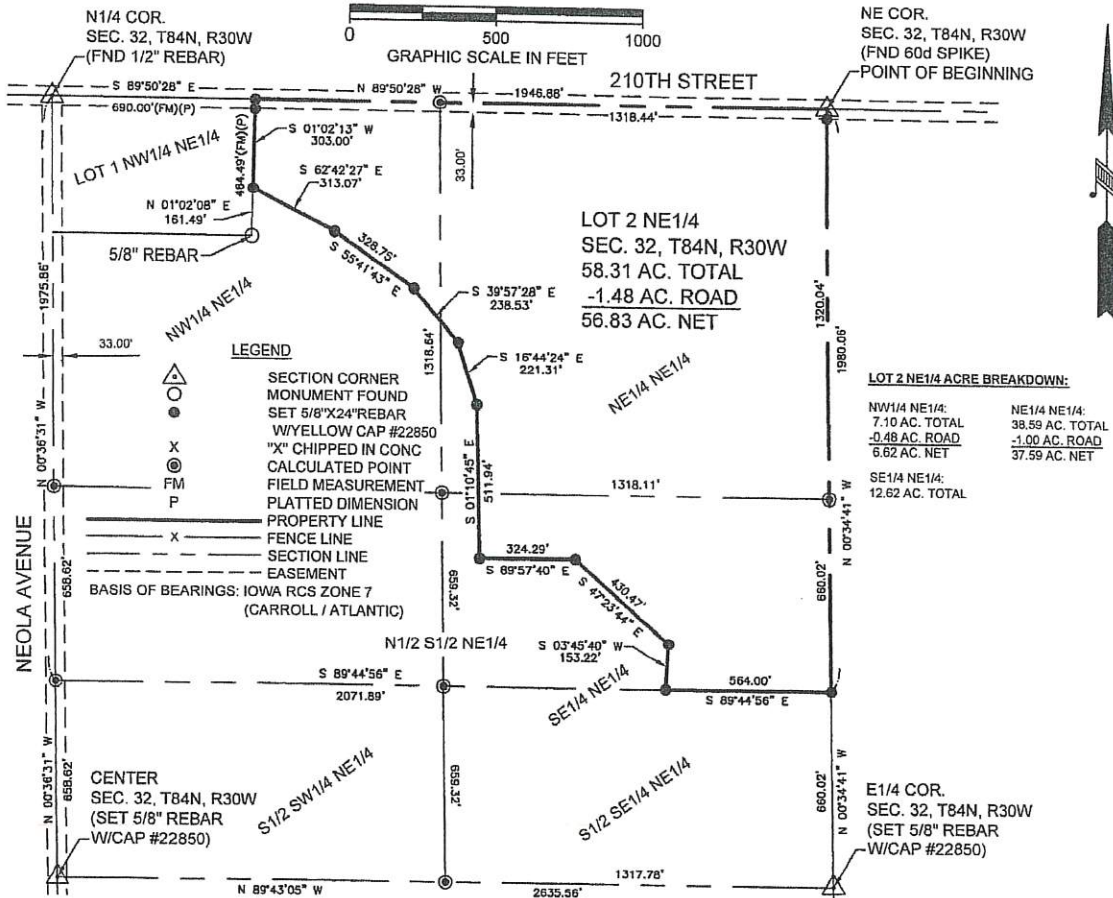
1. NO CITY OF JEFFERSON UTILITY LINES (SANITARY SEWER, STORM SEWER, AND WATER) ARE LOCATED ON OR NEAR THIS PROPERTY.
2. AERIAL PHOTO IS ONLY APPROXIMATED TO PROPERTY LINES.

— S —	—	SANITARY SEWER
— ST —	—	STORM SEWER
— W —	—	WATER MAIN



INDEX LEGEND	PLAT OF SURVEY
COUNTY: GREENE	
DESIGNATION: LOT 2 NE1/4	
LOCATION: SECTION 32, T84N, R30W	
SITE ADDRESS: N/A	
OWNER: MARK L. AND GAYLE L. LANGE AND VELMA McCARTHY	
SURVEY REQUESTED BY: MARK L. LANGE	
SURVEYOR: ROBERT B. BILLS	

PREPARED BY AND RETURN TO: ROBERT B. BILLS CENTRAL IOWA SURVEYING, LLC P.O. BOX 67 JEFFERSON, IOWA 50129 (515)370-2399



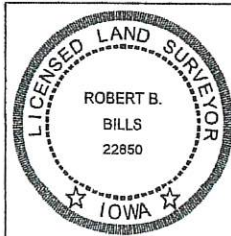
FIELD NOTES:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, T84N, R30W OF THE 5TH P.M., GREENE COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE N89°50'28"W ON THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1946.88 FEET TO THE NORTHEAST CORNER OF LOT 1 OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE S01°02'13"W ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 303.00 FEET; THENCE S62°42'27"E, A DISTANCE OF 313.07 FEET; THENCE S55°41'43"E, A DISTANCE OF 328.75 FEET; THENCE S39°57'28"E, A DISTANCE OF 238.53 FEET; THENCE S16°44'24"E, A DISTANCE OF 221.31 FEET; THENCE S01°10'45"E, A DISTANCE OF 511.94 FEET; THENCE S89°57'40"E, A DISTANCE OF 324.29 FEET; THENCE S47°23'44"E, A DISTANCE OF 430.47 FEET; THENCE S03°45'40"W, A DISTANCE OF 153.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE S89°44'56"E ON SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 564.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE N00°34'41"W ON SAID EAST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 1980.06 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL SHALL HEREAFTER BE KNOWN AS LOT 2 OF THE NORTHEAST QUARTER OF SECTION 32, T84N, R30W OF THE 5TH P.M., GREENE COUNTY, IOWA.

THE ABOVE DESCRIBED PARCEL CONTAINS 56.31 ACRES AND IS SUBJECT TO 1.48 ACRES FOR ROAD EASEMENT AND IS SUBJECT TO ANY AND ALL EASEMENTS APPARENT OR OF RECORD.



I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Robert B. Bills
Signature

03/24/2022
Date

Robert B. Bills

License number #22850
My license renewal date is Dec, 31, 2022
Pages or sheets covered by this seal: 1

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR COVENANTS AND RESTRICTIONS (the "Agreement"), is made effective as of September 15, 2021, by and between the City of Jefferson, Iowa (the "Lender"), and Jefferson City View Properties, LLC (the "Owner").

WITNESSETH:

WHEREAS, the Grantor has applied for and been approved for a forgivable Loan (defined herein) from the Lender from Program funds; and

WHEREAS, as a condition of making the Loan, the Lender requires that Grantor enter into this Agreement in order that the Grantor certify that the Grantor is eligible for assistance under the Program, and that the Grantor agrees to provide certain housing benefits for Low-and-Moderate Income Families.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

"Affordable Rental Units" means those units contained in the Mortgaged Property and contained in the agreement for covenants and restrictions that are occupied by low and moderate income persons or households at any given time. Affordable rental units in the appropriate number are to be retained at all times as affordable rental units throughout the period of affordability (5 years) through income limitation of the tenants occupying those units and through rent limitations for the tenants occupying those units.

"Community Development Block Program" or "CDBG Program" means the grant program authorized under Title I of the Housing and Community Development Act of 1974, as amended.

"IEDA" means the Iowa Economic Development Authority.

"Loan" means a forgivable loan in the amount of \$435,000.00 made by the Lender to the Grantor on the date hereof and any subsequent amendments thereof.

"Low-and-Moderate Income Families" means those families earning no more than 80% of area median income as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals shall be considered as one-person families for this purpose.

"Mortgage" means the Forgivable Mortgage and Assignment of Rents dated the date hereof from the Grantor to the Lender.

"Mortgaged Property" means the property commonly known as (Legal Description) :

The West 2/3 of Lot 97, in Block 11, in the Original Town (now City) of Jefferson, Greene County, Iowa, except the North 64 feet 2 inches thereof;

Locally known as 200 East State Street, Jefferson, IA 50129.

"Note" means the Forgivable Loan Promissory Note dated the date hereof from the Grantor to the Lender.

"Owner" means the Grantor.

"Program" means the CDBG Upper Story Conversion Program administered under the Community Development Block Grant Program.

"State" means the State of Iowa.

"Period of Affordability" means the term in which the assisted units must maintain the required tenant income verification and rent limits, five years from the receipt of the Certificate of Occupancy (CO) or the date of the first signed lease, if CO is not issued. See Section 5 for more details.

2. **ELIGIBLE RENTAL PROPERTY.** The Grantor certifies that the Mortgaged Property meets all of the following requirements:

(a) The Grantor has demonstrated through its application that it has the ability to fund ongoing operational expenses for the Mortgaged Property throughout the Period of Affordability.

(b) The Mortgaged Property is not located within a 100-year floodplain (flood zone designation B, C or X as determined by the Federal Emergency Management Administration) unless the Mortgaged Property meets all HUD environmental requirements, all applicable flood mitigation standards and the Mortgaged Property is insured by insurance obtained through the National Flood Insurance Program.

(c) The Mortgaged Property is not located in an area designated or proposed for any buy-out program administered by local, State or Federal government.

3. **CONSTRUCTION REQUIREMENTS.** The Grantor (developer) covenants that the construction work on the Mortgaged Property will meet the following requirements:

(a) The Mortgaged Property must, after project completion, meet all locally adopted and enforced building codes, standards and ordinances in the community in which the Mortgaged Property is located.

(b) To the extent possible, the Mortgaged Property shall, after project completion, meet the Iowa Green Streets criteria published by IEDA.

(c) Grantor hereby commits to responsibility for ensuring that a minimum of three (3) rental units are constructed (two (2) of which will be designated for LMI tenants) in compliance with the terms of this Development Agreement.

(d) Grantor hereby agrees to hire construction contractor(s) registered with the State of Iowa and duly licensed with the City of Jefferson and or the State of Iowa to perform work to meet all prevailing building codes, standards, and ordinances.

4. **CONTINUED AFFORDABILITY.** During the five (5) year Period of Affordability, two (2) of the rental units in the assisted rental project shall be occupied by persons or households whose incomes are at or below 80% of the area median income limits (LMI) by household size as established by HUD for the jurisdiction in which the rental project is located. During initial lease up, tenants will be income verified by Region XII Council of Governments; however, the Grantor (developer) shall be responsible for providing contact information for all prospective tenants to Region XII Council of Governments and Grantor (developer) shall assist with obtaining documents if needed. Grantor (developer) hereby agrees to delay execution of leases until tenants are determined income eligible. For the subsequent years of the period of affordability, the Grantor (developer) hereby agrees to assume responsibility to income certify new tenants and re-certify tenants who remain in place annually and to provide completed certification forms to IEDA. Income certification/verification shall be completed on forms as required by IEDA and will generally include an income verification form, tax returns, IRS W-2 Forms (if employed), IRS 1099 Forms, and other evidence of income from each prospective occupant of such Affordable Rental Unit. The recertification of existing tenants may be streamlined as allowed by IEDA.

5. **LIMITATIONS ON RENT OF AFFORDABLE RENTAL UNITS.** During the Period of Affordability, gross rent charged by the Owner with respect to two (2) Affordable Rental Units shall not exceed the then most current HOME Program 65% rent limits (determined by bedroom size). Rent limits are reduced for any utilities/appliances that are directly paid/furnished by an amount equal to the utility allowances set for the respective utilities/appliances by the Regional Housing Authority for Greene County, in which the City of Jefferson is located.

6. **CONTINGENT FUNDING.** Funding, provided by the Lender, shall be contingent upon the receipt of funding from the Iowa Economic Development Authority and matching funds provided by the Grantor.

7. **MAINTENANCE OF PROPERTY AND INSURANCE.** The following provision shall apply to the Mortgaged Property, as appropriate: The Grantor shall maintain the Mortgaged Property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Mortgaged Property. The Grantor shall maintain property insurance as is customary in its industry. The insurance shall be in an amount not less than the full insurable value of the Mortgaged Property. The Grantor shall maintain a copy of the insurance policy and provide a certificate of insurance to the Lender listing the City of Jefferson and the Iowa Economic Development Authority as additional insured.

8. **ACCESS AND MAINTENANCE OF RECORDS.** The Grantor shall maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Grantor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

9. **FAILURE TO MEET PERFORMANCE TARGETS.** If the Grantor is determined by the Lender to be in default of this Development Agreement due to meeting less than one hundred percent of its Performance Targets, the Lender may require full repayment of the forgivable loan or, at its discretion, the Lender may require partial repayment of Grant proceeds which allows partial credit for the

performance targets which have been met, or the Lender may require other remedies that the Lender determines to be appropriate. The Performance Targets for this Development Agreement shall include: the construction of three (3) apartment units in the 200 East State Street City View Apartment Building, Jefferson, Iowa and the renting of two (2) of the constructed apartments to income-qualified households and within maximum rent limits as defined in Section 4 and Section 5 of this Development Agreement.

10. **OTHER REQUIREMENTS.** The Grantor (developer) certifies that the rehabilitation and administration of the Mortgaged Property will be conducted and administered in compliance with all applicable Federal and State laws, regulations, orders and notices. Certain statutes are expressly made applicable to activities assisted under the CDBG Program, while other laws not referred to in the CDBG Program may be applicable to such activities by their own terms. The Grantor certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(a) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws, as modified by the Act.

(b) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Code Section 19B.7, and Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(c) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(d) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.

(e) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.).

(f) Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq), the Copeland Anti-Kickback Act (18 U.S.C. 874), and regulations which implement these laws.

(g) National Environmental Policy Act of 1969 and implementing regulations.

(h) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations, as limited by the Act; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(i) Government-wide Restriction on Lobbying [Section 319 of Public Law 101-121] and implementing regulations.

(j) Fair Labor Standards Act and implementing regulations.

(k) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.

(l) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

(m) Drug-Free Workplace Act.

11. **COVENANTS TO RUN WITH THE LAND.** All of the covenants herein shall run with the land described under the definition of Mortgaged Property hereto, and be binding upon the Grantor and its successors or assigns, for the Period of Affordability. Notwithstanding any other provisions of this Agreement, this entire Agreement, or any of the provisions or paragraphs hereof, may be terminated upon written agreement by the Lender and the Grantor.

12. **EFFECT OF SUBSEQUENT EVENTS.** Notwithstanding the provisions of Section 7, such covenants shall cease to apply to the Mortgaged Property prior to the end of the Period of Affordability, in the event of involuntary noncompliance therewith caused by a fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or action of a federal agency after

the date of making of the Loan which prevents the Lender or its successors or assigns from enforcing the covenants, or condemnation or similar event, but only if, within a reasonable period, amounts received by the Grantor as a consequence of such event are used to provide a project which meets the requirements of the Program.

13. **REINSTATEMENT OF COVENANTS.** Notwithstanding the provisions of Section 8, if, once the Mortgaged Property has been subject to foreclosure, transfer of title by deed in lieu of foreclosure or similar event, and at any time during the part of the Period of Affordability subsequent to such event, the Grantor or a related person to the Grantor obtains an ownership interest in the Project for tax purposes, the covenants herein shall once again run with the land described in Section 1 as 'Mortgaged Property' and the Project thereon and be binding on the Grantor or such related person and their respective successors or assigns for the remainder of the Period of Affordability.

14. **AMENDMENTS.** This Agreement may be amended only by an amendment in writing executed by the parties hereto and properly recorded in the County Recorder's office.

15. **RESTRICTIONS ON TRANSFER.** Except for the rental of units in the Mortgaged Property to tenants, during the Period of Affordability, the Grantor hereby covenants and agrees not to sell, transfer or otherwise dispose of the Mortgaged Property or any interest therein. If, during the Period of Affordability, the Grantor sells, rents (other than the rental of units in the Mortgaged Property to tenants and other than any portion of the Mortgaged Property disposed of as a result of its deteriorating condition or obsolescence as determined in the normal course of business and which is replaced with similar property of equal or greater value) or uses the Mortgaged Property in a manner not permitted hereunder, the Grantor shall immediately pay the Lender the principal amount of the Loan plus any additional amounts advanced by the Lender under the Mortgage.

16. **EVENTS OF DEFAULT; REMEDIES.** If the Grantor defaults in the performance or observance of any covenant, agreement or obligation of the Grantor set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by the Lender to the Grantor (or for a period of sixty (60) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30-day period, and if the Grantor commences same within such 30-day period and thereafter diligently and continuously pursues the same to completion within such 60-day period), then the Lender may declare that the Grantor is in default hereunder and may take any one or more of the following steps, at its option:

- (a) By mandamus or other suit, action or proceeding at law or in equity, require the Grantor to perform its obligations and covenants hereunder and under the Note and the Mortgage, or enjoin any acts or things which may be unlawful or in violation of the rights of the Lender hereunder, or obtain damages caused to the Lender by any such default;
- (b) Have access to and inspect, examine and make copies of all of the books and records of the Grantor pertaining to the Mortgaged Property;
- (c) Declare that all sums due with respect to the Loan, the Note and the Mortgage are immediately due and payable; and
- (d) Take whatever other action at law or in equity may appear necessary or desirable to enforce the obligations, covenants and agreements of the Grantor hereunder and under the Note and the Mortgage.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the Lender to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

18. **GOVERNING LAW.** This Development Agreement shall be governed by the laws of the State.

19. **NOTICES.** Any notice required to be given hereunder shall be given by registered or certified mail at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto:

Lender: City of Jefferson

Grantor: Jefferson City View Properties, LLC

20. **SEVERABILITY.** If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

21. **MULTIPLE COUNTERPARTS.** This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

22. **SUCCESSORS AND ASSIGNS.** All of the rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

23. **TERMINATION CLAUSE.** The Lender may terminate this contract in the event of cause as defined in Section 16. The Grantor may terminate this contract only upon repayment to Lender of all proceeds received by Grantor (developer) under this Development Agreement. For either party to terminate this contract, a written termination notice must be provided in writing at least 30 days prior to termination and as further defined in Sections 16 and 19.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed by their duly authorized officers, all as of the date first above written.

City of Jefferson, Lender

By _____
Name: Matt Gordon
Title: Mayor, City of Jefferson

STATE OF IOWA)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 20__, by _____.

Notary Public in and for the State of Iowa

(SEAL)

Jefferson City View Properties, LLC, Owner/Developer

By _____
Name: Christopher W. Deal
Title: Managing Member

STATE OF IOWA)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 20__, by _____.

Notary Public in and for the State of Iowa

(SEAL)

Return to/Prepared by: Karla Janning, Region XII Council of Governments PO Box 768, Carroll, Iowa 51401 - 712-792-9914

**FORGIVABLE LOAN AGREEMENT
RELATING TO DEVELOPMENT AND RECONSTRUCTION
PAGE 1 OF 2**

Notice: This Mortgage secures a forgivable loan in the amount of **Four Hundred Thirty Five Thousand and No/100 Dollars (\$435,000)**. This Loan is senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens, unless the “Lender” enters into a written subordination agreement.

Grant of Mortgage: For valuable consideration, Jefferson City View Properties, LLC, (hereinafter referred to as “Owner”) hereby grants, mortgages and conveys to City of Jefferson (hereinafter referred to as “Lender”), a security interest in all of “Owners” right, title, and interest in and to the following described real property at 200 East State Street, Jefferson, located in the County of Jefferson (the “Property”).

TO WIT: 200 East State Street, Jefferson, IA 50129

LEGAL DESCRIPTION:

The West 2/3 of Lot 97, in Block 11, in the Original Town (now City) of Jefferson, Greene County, Iowa, except the North 64 feet 2 inches thereof:

The security interest in the Property includes all existing or subsequently erected or affixed buildings, improvements, and fixtures relating to the development and reconstruction of the Property.

This Mortgage is given to secure the “Owners” performance of any and all obligations under the “Forgivable Loan Promissory Note” executed by the “Owner” on this date and payable to the “Lender”.

Performance: Except as otherwise provided in this Mortgage or the Note, the “Owner” shall strictly perform all of the “Owners” obligations under this Mortgage and the Note.

FORGIVABLE LOAN PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the City of Jefferson OR ANY SUCCESSORS OR ASSIGNS, the sum of Four Hundred Thirty Five Thousand and NO/100 Dollars (\$435,000), and any advances as follows:

- A. **Development:** As a condition of this Forgivable Loan Promissory Note, the Owner shall develop and reconstruct the Property as provided that certain Development Agreement executed by the Owner and the City of Jefferson on March 22, 2022.
- B. **Affordability Period:** The Owner shall comply with the terms of this Forgivable Loan Promissory Note for a term of Five (5) Years beginning on the date of Certificate of Occupancy. The loan shall be non-receding
- C. **Notice of Sale and Recapture:** If the Property is sold, simply vacated, transferred or passed upon death, passed by gift or as part of a domestic relations matter, or otherwise passed by operation of law from the date of issuance of the Certificate of Occupancy through its Fifth year anniversary, 100% of the amount shown above shall be called due. If the Property is sold or transferred, or converted to an alternate use during the Affordability Period following issuance of the Certificate of Occupancy, the entire amount of the CDBG forgivable loan shall be repaid. Upon mutual agreement and consent between the IEDA and the Owner: the Property may be sold or transferred, but only if the new purchaser agrees to continue with the terms of the forgivable loan agreement and the agreement for covenants and restrictions, to complete the remainder of the affordability period (tenant income and rent limitations on 51% of the rental units.)

- D. **Insufficient Proceeds:** If Net Proceeds are insufficient to repay the un-forgiven balance of the Loan, any Net Proceeds available shall be distributed to the Grantor “Owner” and the Lender based on a ratio of the Original Loan Amount (“OLA”) to the sum of the OLA and the Grantor’s “Owner” Investment (“GI” – defined as any verified capital improvements made by the Grantor “Owner”), as follows:

OLA	X	Net proceeds = Recapture Amount payable to Lender

OLA + GI		
GI	X	Net Proceeds = Proceeds payable to Grantor

OLA + GI		

If there are no Net Proceeds to distribute, the recapture amount payable to the Lender shall be zero.

- E. **Refinance:** If the “Owner” refinances the first lien on the Property with a lender approved by the Iowa Economic Development Authority for participation in the Department’s Upper-Story Housing Program during the Affordability Period, the Lender may, in its sole discretion, agree to sign a subordination agreement subordinating the mortgage securing this debt to the new mortgage held by the IEDA-approved lender. If the “Owner” refinances both the first mortgage and this mortgage during the Affordability Period, the “Owner” shall pay the Lender the entire un-forgiven balance of the Loan.
- F. **Duty to Maintain:** “Owner” shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value and shall not cause or suffer waste on or to the Property.
- G. **Taxes and Liens:** “Owner” shall pay all taxes and special assessments before the taxes or special assessments become delinquent. “Owner” shall maintain the Property free of any liens having priority over the interest of the Lender, except as specifically agreed to in writing by the Lender.
- H. **Insurance:** “Owner” shall keep in force proper insurances with a standard mortgagee clause including payments to the Lender covering all improvements on the Property against loss by fire, tornado and other hazards in an amount not less than the total combined mortgages and liens on the Property. “Owner” shall provide proof of insurance and appropriate riders to the Lender and shall pay all premiums on the insurance when due.
- I. **Lender’s Expenses:** If the “Owner” fails to (a) pay all taxes, (b) maintain required insurance coverage on the Property, or (c) maintain the Property in good condition, the Lender may do so, at the Lender’s sole discretion. The “Owner” shall be obligated to repay all expenses incurred or paid by the Lender for such purposes and any amounts owed to the Lender for such purposes will accrue interest at a rate of no greater than 5%APR.
- J. **Acceleration of Maturity and Receivership:** If the “Owner” defaults on this Forgivable Mortgage and the Note, the Lender may declare the “Owner” in default and the entire amount of the Loan plus any payments made by the Lender for taxes, assessments, insurance premiums, or repairs shall become due and owing and the entire amount shall be collectable by foreclosure or otherwise. At any time after the commencement of any action in foreclosure, or during the period of redemption, and upon the request of the Lender, the court shall appoint a receiver to take immediate possession of the Property.
- K. **Default Events:** At Lender’s option, “Owner” will be in default under this Mortgage if any of the following happens:
1. The “Owner” fails to comply with the rules of the Jefferson Upper Story Program in regards to tenant income and rent limits.
 2. The “Owner” sells, transfers, or conveys the Property to a non-IEDA approved Lender.
 3. The “Owner” fails to pay all taxes, to pay the insurance, or to maintain the property in good condition, without curing after a reasonable amount of time.
- L. **Attorneys Fees:** If Lender institutes any suit to enforce this Forgivable Mortgage and the Note and to foreclose on the Forgivable Mortgage, the “Owner” shall pay all costs of the action, including reasonable attorneys’ fees, court costs, and abstracting fees.
- M. **Governing Law:** This forgivable Mortgage and the Note shall be construed in accordance with the laws of the State of Iowa and the federal laws and regulations governing CDBG Opportunities and Threats funds.
- N. **Warranty of Title:** The “Owner” warrants that “Owner” holds good and marketable title of record to the Property in fee simple, clear of all liens and encumbrances other than the first mortgage lien.
- O. **Eminent Domain:** If the Property is subject to eminent domain proceedings, the transfer shall constitute a sale of the Property and the proceeds shall be subject to the recapture provisions described above.
- P. **Non-judicial Foreclosure:** Lender may exercise the right to non-judicial foreclosure pursuant to Iowa Code section 654.18 and Chapter 655A as currently enacted or hereafter modified, amended or replaced.
- Q. **Shortened Redemption:** “Owner hereby agrees that, in the event of foreclosure of this Forgivable Mortgage, Lender may, at Lender’s sole option, elect to reduce the period of redemption pursuant to Iowa Code sections 628.26, 628.27, or 628.28, or any other Iowa Code section, to such time as may then be applicable and provided by law.

- R. **Notices:** Any notice provided for under this Forgivable Mortgage shall be given in writing by registered or certified mail, by receipted hand delivery, or by courier and addressed to the "Owner" at the Property's address. Notice shall be effective at the earliest of (a) the time it is actually received, (b) within one day if it is delivered using an overnight courier service, or (c) within five days after it is deposited in the U.S. Mail if it is delivered using registered or certified mail.
- S. **Successors and Assigns:** Subject to any limitations stated in this Forgivable Mortgage, this Forgivable Mortgage shall be binding on and inure to the benefit of the parties' successors and assigns.
- T. **Time is of the Essence:** Time is of the essence in the performance of this Forgivable Mortgage and the Note.
- U. **Impact on the Property:** All of the terms and conditions herein shall run with and encumber the Property and the improvements thereon, and be binding upon the "Owner" and the "Owner's" successors and/or assigns during the Affordability Period.

NOTICE: This Mortgage secures credit in the amount of: \$435,000.00 Loans and advances up to this amount, together with interest, if applicable, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

MORTGAGE (STATE LAW REFERENCE)

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands the day and year first above written.

EXECUTED BY:

 Christopher W. Deal
 Jefferson City View Properties, LLC

STATE OF _____, COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 2022, before me the undersigned, A Notary Public in and for the County and State aforesaid, came Christopher W. Deal, Managing Member, who personally known to me to be such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

MY APPOINTMENT EXPIRES: _____

 NOTARY PUBLIC

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR COVENANTS AND RESTRICTIONS (the "Agreement"), is made effective as of November 22, 2021, by and between the City of Jefferson, Iowa (the "Lender"), and Pub Adventures, LLC (the "Owner").

WITNESSETH:

WHEREAS, the Grantor has applied for and been approved for a forgivable Loan (defined herein) from the Lender from Program funds; and

WHEREAS, as a condition of making the Loan, the Lender requires that Grantor enter into this Agreement in order that the Grantor certify that the Grantor is eligible for assistance under the Program, and that the Grantor agrees to provide certain housing benefits for Low-and-Moderate Income Families.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

"Affordable Rental Units" means those units contained in the Mortgaged Property and contained in the agreement for covenants and restrictions that are occupied by low and moderate-income persons or households at any given time. Affordable rental units in the appropriate number are to be retained at all times as affordable rental units throughout the period of affordability (5 years) through income limitation of the tenants occupying those units and through rent limitations for the tenants occupying those units.

"Community Development Block Program" or "CDBG Program" means the grant program authorized under Title I of the Housing and Community Development Act of 1974, as amended.

"IEDA" means the Iowa Economic Development Authority.

"Loan" means a forgivable loan in the amount of \$500,000.00 made by the Lender to the Grantor on the date hereof and any subsequent amendments thereof.

"Low-and-Moderate Income Families" means those families earning no more than 80% of area median income as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals shall be considered as one-person families for this purpose.

"Mortgage" means the Forgivable Mortgage and Assignment of Rents dated the date hereof from the Grantor to the Lender.

"Mortgaged Property" means the property commonly known as (Legal Description):

Lot 127, Block 18, Original Town of Jefferson, Greene County, Iowa:

Locally known as 123 North Chestnut Street, Jefferson, IA 50129.

"Note" means the Forgivable Loan Promissory Note dated the date hereof from the Grantor to the Lender.

"Owner" means the Grantor.

"Program" means the CDBG-CV Upper Story Conversion Program administered under the Community Development Block Grant Program.

"State" means the State of Iowa.

"Period of Affordability" means the term in which the assisted units must maintain the required tenant income verification and rent limits, five years from the receipt of the Certificate of Occupancy (CO) or the date of the first signed lease, if CO is not issued. See Section 5 for more details.

2. **ELIGIBLE RENTAL PROPERTY.** The Grantor certifies that the Mortgaged Property meets all of the following requirements:

(a) The Grantor has demonstrated through its application that it has the ability to fund ongoing operational expenses for the Mortgaged Property throughout the Period of Affordability.

(b) The Mortgaged Property is not located within a 100-year floodplain (flood zone designation B, C or X as determined by the Federal Emergency Management Administration) unless the Mortgaged Property meets all HUD environmental requirements, all applicable flood mitigation standards and the Mortgaged Property is insured by insurance obtained through the National Flood Insurance Program.

(c) The Mortgaged Property is not located in an area designated or proposed for any buy-out program administered by local, State or Federal government.

3. **CONSTRUCTION REQUIREMENTS.** The Grantor (developer) covenants that the construction work on the Mortgaged Property will meet the following requirements:

(a) The Mortgaged Property must, after project completion, meet all locally adopted and enforced building codes, standards and ordinances in the community in which the Mortgaged Property is located.

(b) To the extent possible, the Mortgaged Property shall, after project completion, meet the Iowa Green Streets criteria published by IEDA.

(c) Grantor hereby commits to responsibility for ensuring that a minimum of six (6) rental units are constructed (five (5) of which will be designated for LMI tenants) in compliance with the terms of this Development Agreement.

(d) Grantor hereby agrees to hire construction contractor(s) registered with the State of Iowa and duly licensed with the City of Jefferson and or the State of Iowa to perform work to meet all prevailing building codes, standards, and ordinances.

4. **CONTINUED AFFORDABILITY.** During the five (5) year Period of Affordability, five (5) of the rental units in the assisted rental project shall be occupied by persons or households whose incomes are at or below 80% of the area median income limits (LMI) by household size as established by HUD for the jurisdiction in which the rental project is located. During initial lease up, tenants will be income verified by Region XII Council of Governments; however, the Grantor (developer) shall be responsible for providing contact information for all prospective tenants to Region XII Council of Governments and Grantor (developer) shall assist with obtaining documents if needed. Grantor (developer) hereby agrees to delay execution of leases until tenants are determined income eligible. For the subsequent years of the period of affordability, the Grantor (developer) hereby agrees to assume responsibility to income certify new tenants and re-certify tenants who remain in place annually and to provide completed certification forms to IEDA. Income certification/verification shall be completed on forms as required by IEDA and will generally include an income verification form, tax returns, IRS W-2 Forms (if employed), IRS 1099 Forms, and other evidence of income from each prospective occupant of such Affordable Rental Unit. The recertification of existing tenants may be streamlined as allowed by IEDA.

5. **LIMITATIONS ON RENT OF AFFORDABLE RENTAL UNITS.** During the Period of Affordability, gross rent charged by the Owner with respect to five (5) Affordable Rental Units shall not exceed the then most current HOME Program 65% rent limits (determined by bedroom size). Rent limits are reduced for any utilities/appliances that are directly paid/furnished by an amount equal to the utility allowances set for the respective utilities/appliances by the Regional Housing Authority for Greene County, in which the City of Jefferson is located.

6. **CONTINGENT FUNDING.** Funding, provided by the Lender, shall be contingent upon the receipt of funding from the Iowa Economic Development Authority and matching funds provided by the Grantor.

7. **MAINTENANCE OF PROPERTY AND INSURANCE.** The following provision shall apply to the Mortgaged Property, as appropriate: The Grantor shall maintain the Mortgaged Property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Mortgaged Property. The Grantor shall maintain property insurance as is customary in its industry. The insurance shall be in an amount not less than the full insurable value of the Mortgaged Property. The Grantor shall maintain a copy of the insurance policy and provide a certificate of insurance to the Lender listing the City of Jefferson and the Iowa Economic Development Authority as additional insured.

8. **ACCESS AND MAINTENANCE OF RECORDS.** The Grantor shall maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Grantor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

9. **FAILURE TO MEET PERFORMANCE TARGETS.** If the Grantor is determined by the Lender to be in default of this Development Agreement due to meeting less than one hundred percent of its Performance Targets, the Lender may require full repayment of the forgivable loan or, at its discretion, the Lender may require partial repayment of Grant proceeds which allows partial credit for the

performance targets which have been met, or the Lender may require other remedies that the Lender determines to be appropriate. The Performance Targets for this Development Agreement shall include: the construction of six (6) apartment units in the building located at 123 North Chestnut, Jefferson, Iowa and the renting of five (5) of the constructed apartments to income-qualified households and within maximum rent limits as defined in Section 4 and Section 5 of this Development Agreement.

10. OTHER REQUIREMENTS. The Grantor (developer) certifies that the rehabilitation and administration of the Mortgaged Property will be conducted and administered in compliance with all applicable Federal and State laws, regulations, orders and notices. Certain statutes are expressly made applicable to activities assisted under the CDBG-CV Program, while other laws not referred to in the CDBG-CV Program may be applicable to such activities by their own terms. The Grantor certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

- (a) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws, as modified by the Act.
- (b) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Code Section 19B.7, and Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.
- (c) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
- (d) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
- (e) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.).
- (f) Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq), the Copeland Anti-Kickback Act (18 U.S.C. 874), and regulations which implement these laws.
- (g) National Environmental Policy Act of 1969 and implementing regulations.
- (h) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations, as limited by the Act; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
- (i) Government-wide Restriction on Lobbying [Section 319 of Public Law 101-121] and implementing regulations.
- (j) Fair Labor Standards Act and implementing regulations.
- (k) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (l) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
- (m) Drug-Free Workplace Act.

11. COVENANTS TO RUN WITH THE LAND. All of the covenants herein shall run with the land described under the definition of Mortgaged Property hereto, and be binding upon the Grantor and its successors or assigns, for the Period of Affordability. Notwithstanding any other provisions of this Agreement, this entire Agreement, or any of the provisions or paragraphs hereof, may be terminated upon written agreement by the Lender and the Grantor.

12. EFFECT OF SUBSEQUENT EVENTS. Notwithstanding the provisions of Section 7, such covenants shall cease to apply to the Mortgaged Property prior to the end of the Period of Affordability, in the event of involuntary noncompliance therewith caused by a fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or action of a federal agency after

the date of making of the Loan which prevents the Lender or its successors or assigns from enforcing the covenants, or condemnation or similar event, but only if, within a reasonable period, amounts received by the Grantor as a consequence of such event are used to provide a project which meets the requirements of the Program.

13. **REINSTATEMENT OF COVENANTS.** Notwithstanding the provisions of Section 8, if, once the Mortgaged Property has been subject to foreclosure, transfer of title by deed in lieu of foreclosure or similar event, and at any time during the part of the Period of Affordability subsequent to such event, the Grantor or a related person to the Grantor obtains an ownership interest in the Project for tax purposes, the covenants herein shall once again run with the land described in Section 1 as 'Mortgaged Property' and the Project thereon and be binding on the Grantor or such related person and their respective successors or assigns for the remainder of the Period of Affordability.

14. **AMENDMENTS.** This Agreement may be amended only by an amendment in writing executed by the parties hereto and properly recorded in the County Recorder's office.

15. **RESTRICTIONS ON TRANSFER.** Except for the rental of units in the Mortgaged Property to tenants, during the Period of Affordability, the Grantor hereby covenants and agrees not to sell, transfer or otherwise dispose of the Mortgaged Property or any interest therein. If, during the Period of Affordability, the Grantor sells, rents (other than the rental of units in the Mortgaged Property to tenants and other than any portion of the Mortgaged Property disposed of as a result of its deteriorating condition or obsolescence as determined in the normal course of business and which is replaced with similar property of equal or greater value) or uses the Mortgaged Property in a manner not permitted hereunder, the Grantor shall immediately pay the Lender the principal amount of the Loan plus any additional amounts advanced by the Lender under the Mortgage.

16. **EVENTS OF DEFAULT; REMEDIES.** If the Grantor defaults in the performance or observance of any covenant, agreement or obligation of the Grantor set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by the Lender to the Grantor (or for a period of sixty (60) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30-day period, and if the Grantor commences same within such 30-day period and thereafter diligently and continuously pursues the same to completion within such 60-day period), then the Lender may declare that the Grantor is in default hereunder and may take any one or more of the following steps, at its option:

- (a) By mandamus or other suit, action or proceeding at law or in equity, require the Grantor to perform its obligations and covenants hereunder and under the Note and the Mortgage, or enjoin any acts or things which may be unlawful or in violation of the rights of the Lender hereunder, or obtain damages caused to the Lender by any such default;
- (b) Have access to and inspect, examine and make copies of all of the books and records of the Grantor pertaining to the Mortgaged Property;
- (c) Declare that all sums due with respect to the Loan, the Note and the Mortgage are immediately due and payable; and
- (d) Take whatever other action at law or in equity may appear necessary or desirable to enforce the obligations, covenants and agreements of the Grantor hereunder and under the Note and the Mortgage.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the Lender to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

18. **GOVERNING LAW.** This Development Agreement shall be governed by the laws of the State.

19. **NOTICES.** Any notice required to be given hereunder shall be given by registered or certified mail at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto:

Lender: City of Jefferson

Grantor: Pub Adventures, LLC

20. **SEVERABILITY.** If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

21. **MULTIPLE COUNTERPARTS.** This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

22. **SUCCESSORS AND ASSIGNS.** All of the rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

23. **TERMINATION CLAUSE.** The Lender may terminate this contract in the event of cause as defined in Section 16. The Grantor may terminate this contract only upon repayment to Lender of all proceeds received by Grantor (developer) under this Development Agreement. For either party to terminate this contract, a written termination notice must be provided in writing at least 30 days prior to termination and as further defined in Sections 16 and 19.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed by their duly authorized officers, all as of the date first above written.

City of Jefferson, Lender

By _____
Name: Matt Gordon
Title: Mayor, City of Jefferson

STATE OF IOWA)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 20__, by _____.

Notary Public in and for the State of Iowa

(SEAL)

Pub Adventures, LLC, Owner/Developer

By _____
Name: Amanda Bills
Title: Managing Member, Pub Adventures LLC

STATE OF IOWA)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2022, by _____.

Notary Public in and for the State of Iowa

(SEAL)

Return to/Prepared by: Karla Janning, Region XII Council of Governments PO Box 768, Carroll, Iowa 51401 - 712-792-9914

**FORGIVABLE LOAN AGREEMENT
RELATING TO DEVELOPMENT AND RECONSTRUCTION
PAGE 1 OF 2**

Notice: This Mortgage secures a forgivable loan in the amount of **Five Hundred Thousand and No/100 Dollars (\$500,000)**. This Loan is senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens, unless the “Lender” enters into a written subordination agreement.

Grant of Mortgage: For valuable consideration, Pub Adventures, LLC, (hereinafter referred to as “Owner”) hereby grants, mortgages and conveys to City of Jefferson (hereinafter referred to as “Lender”), a security interest in all of “Owners” right, title, and interest in and to the following described real property at 123 North Chestnut Street, Jefferson, located in the County of Greene (the “Property”).

TO WIT: 123 North Chestnut Street, Jefferson, IA 50129

LEGAL DESCRIPTION:

Lot 127, Block 18, Original Town of Jefferson, Greene County, Iowa

The security interest in the Property includes all existing or subsequently erected or affixed buildings, improvements, and fixtures relating to the development and reconstruction of the Property.

This Mortgage is given to secure the “Owners” performance of any and all obligations under the “Forgivable Loan Promissory Note” executed by the “Owner” on this date and payable to the “Lender”.

Performance: Except as otherwise provided in this Mortgage or the Note, the “Owner” shall strictly perform all of the “Owners” obligations under this Mortgage and the Note.

FORGIVABLE LOAN PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the City of Jefferson OR ANY SUCCESSORS OR ASSIGNS, the sum of Five Hundred Thousand and NO/100 Dollars (\$500,000), and any advances as follows:

- A. **Development:** As a condition of this Forgivable Loan Promissory Note, the Owner shall develop and reconstruct the Property as provided that certain Development Agreement executed by the Owner and the City of Jefferson on March 22, 2022.
- B. **Affordability Period:** The Owner shall comply with the terms of this Forgivable Loan Promissory Note for a term of Five (5) Years beginning on the date of Certificate of Occupancy. The loan shall be non-receding
- C. **Notice of Sale and Recapture:** If the Property is sold, simply vacated, transferred or passed upon death, passed by gift or as part of a domestic relations matter, or otherwise passed by operation of law from the date of issuance of the Certificate of Occupancy through its Fifth year anniversary, 100% of the amount shown above shall be called due. If the Property is sold or transferred, or converted to an alternate use during the Affordability Period following issuance of the Certificate of Occupancy, the entire amount of the CDBG forgivable loan shall be repaid. Upon mutual agreement and consent between the IEDA and the Owner: the Property may be sold or transferred, but only if the new purchaser agrees to continue with the terms of the forgivable loan agreement and the agreement for covenants and restrictions, to complete the remainder of the affordability period (tenant income and rent limitations on 51% of the rental units.)
- D. **Insufficient Proceeds:** If Net Proceeds are insufficient to repay the un-forgiven balance of the Loan, any Net Proceeds available shall be distributed to the Grantor “Owner” and the Lender based on a ratio of the Original Loan

Amount (“OLA”) to the sum of the OLA and the Grantor’s “Owner” Investment (“GI” – defined as any verified capital improvements made by the Grantor “Owner”), as follows:

OLA	
_____ X Net proceeds = Recapture Amount payable to Lender	
OLA + GI	
GI	
_____ X Net Proceeds = Proceeds payable to Grantor	
OLA + GI	

If there are no Net Proceeds to distribute, the recapture amount payable to the Lender shall be zero.

- E. **Refinance:** If the “Owner” refinances the first lien on the Property with a lender approved by the Iowa Economic Development Authority for participation in the Department’s CDBG-CV Program during the Affordability Period, the Lender may, in its sole discretion, agree to sign a subordination agreement subordinating the mortgage securing this debt to the new mortgage held by the IEDA-approved lender. If the “Owner” refinances both the first mortgage and this mortgage during the Affordability Period, the “Owner” shall pay the Lender the entire un-forgiven balance of the Loan.
- F. **Duty to Maintain:** “Owner” shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value and shall not cause or suffer waste on or to the Property.
- G. **Taxes and Liens:** “Owner” shall pay all taxes and special assessments before the taxes or special assessments become delinquent. “Owner” shall maintain the Property free of any liens having priority over the interest of the Lender, except as specifically agreed to in writing by the Lender.
- H. **Insurance:** “Owner” shall keep in force proper insurances with a standard mortgagee clause including payments to the Lender covering all improvements on the Property against loss by fire, tornado and other hazards in an amount not less than the total combined mortgages and liens on the Property. “Owner” shall provide proof of insurance and appropriate riders to the Lender and shall pay all premiums on the insurance when due.
- I. **Lender’s Expenses:** If the “Owner” fails to (a) pay all taxes, (b) maintain required insurance coverage on the Property, or (c) maintain the Property in good condition, the Lender may do so, at the Lender’s sole discretion. The “Owner” shall be obligated to repay all expenses incurred or paid by the Lender for such purposes and any amounts owed to the Lender for such purposes will accrue interest at a rate of no greater than 5%APR.
- J. **Acceleration of Maturity and Receivership:** If the “Owner” defaults on this Forgivable Mortgage and the Note, the Lender may declare the “Owner” in default and the entire amount of the Loan plus any payments made by the Lender for taxes, assessments, insurance premiums, or repairs shall become due and owing and the entire amount shall be collectable by foreclosure or otherwise. At any time after the commencement of any action in foreclosure, or during the period of redemption, and upon the request of the Lender, the court shall appoint a receiver to take immediate possession of the Property.
- K. **Default Events:** At Lender’s option, “Owner” will be in default under this Mortgage if any of the following happens:
 1. The “Owner” fails to comply with the rules of the Jefferson Upper Story CV Program in regards to tenant income and rent limits.
 2. The “Owner” sells, transfers, or conveys the Property to a non-IEDA approved Lender.
 3. The “Owner” fails to pay all taxes, to pay the insurance, or to maintain the property in good condition, without curing after a reasonable amount of time.
- L. **Attorneys Fees:** If Lender institutes any suit to enforce this Forgivable Mortgage and the Note and to foreclose on the Forgivable Mortgage, the “Owner” shall pay all costs of the action, including reasonable attorneys’ fees, court costs, and abstracting fees.
- M. **Governing Law:** This forgivable Mortgage and the Note shall be construed in accordance with the laws of the State of Iowa and the federal laws and regulations governing CDBG –CV funds.
- N. **Warranty of Title:** The “Owner” warrants that “Owner” holds good and marketable title of record to the Property in fee simple, clear of all liens and encumbrances other than the first mortgage lien.
- O. **Eminent Domain:** If the Property is subject to eminent domain proceedings, the transfer shall constitute a sale of the Property and the proceeds shall be subject to the recapture provisions described above.
- P. **Non-judicial Foreclosure:** Lender may exercise the right to non-judicial foreclosure pursuant to Iowa Code section 654.18 and Chapter 655A as currently enacted or hereafter modified, amended or replaced.
- Q. **Shortened Redemption:** “Owner hereby agrees that, in the event of foreclosure of this Forgivable Mortgage, Lender may, at Lender’s sole option, elect to reduce the period of redemption pursuant to Iowa Code sections 628.26, 628.27, or 628.28, or any other Iowa Code section, to such time as may then be applicable and provided by law.
- R. **Notices:** Any notice provided for under this Forgivable Mortgage shall be given in writing by registered or certified mail, by receipted hand delivery, or by courier and addressed to the “Owner” at the Property’s address. Notice shall be effective at the earliest of (a) the time it is actually received, (b) within one day if it is delivered using an

overnight courier service, or (c) within five days after it is deposited in the U.S. Mail if it is delivered using registered or certified mail.

- S. **Successors and Assigns:** Subject to any limitations stated in this Forgivable Mortgage, this Forgivable Mortgage shall be binding on and inure to the benefit of the parties' successors and assigns.
- T. **Time is of the Essence:** Time is of the essence in the performance of this Forgivable Mortgage and the Note.
- U. **Impact on the Property:** All of the terms and conditions herein shall run with and encumber the Property and the improvements thereon, and be binding upon the "Owner" and the "Owner's" successors and/or assigns during the Affordability Period.

NOTICE: This Mortgage secures credit in the amount of: \$500,000.00 Loans and advances up to this amount, together with interest, if applicable, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

MORTGAGE (STATE LAW REFERENCE)

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands the day and year first above written.

EXECUTED BY:

Amanda Bills
Managing Member, Pub Adventures, LLC

STATE OF _____, COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 2022, before me the undersigned, A Notary Public in and for the County and State aforesaid, came Amanda Bills & Addi Meyer, who personally known to me to be such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

MY APPOINTMENT EXPIRES: _____

NOTARY PUBLIC

Certification of Compliance CDBG Procurement Standards

CDBG Applicant/Recipient: City of Jefferson

IEDA Contract/Project #: 20-CVN-008

In accordance with the IEDA Procurement Policy, all procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

I certify that I am the chief elected official and that the community listed above has not and will not violate the above competition statute when competitively procuring for the CDBG award.

Signature: _____

Printed Name: Matt Gordon, Mayor

Date: _____



IAMU Safety Group 2021 Dividend Calculation

The past two years have challenged everyone, but we recognize the additional burden placed on our cities and utilities. From the COVID-19 pandemic to the 2020 derecho to budget constraints and inflationary pressures, we continue to admire the strength and leadership shown by Safety Group members.

The damage caused by the August 2020 derecho was historic. Nearly 20% of Safety Group members sustained significant property damage in the storm, including 40 separate cities and/or utilities that incurred over \$100,000 in damage. Derecho claims for the Safety Group totaled over \$21 million, an amount unheard of in our 42-year history.

The Safety Group dividend program was designed to return any excess profits to members. Unfortunately, with an event as significant as the 2020 derecho, there are no profits to return to Safety Group members for the 20/21 policy term. This will be the first time in almost 20 years that a dividend was not earned.

Enclosed you will find a copy of the detailed dividend calculation. The program continues to grow but we have seen increased levels of claim severity in recent years. Changing weather patterns continue to add uncertainty, including Iowa's December 15th storm that spawned a record 61 tornadoes.

As storms become more frequent and severe, it's imperative that we reduce avoidable claims as much as possible in order to maintain dividend payments. We strongly encourage all Safety Group members to continue to put an emphasis on loss control efforts and to utilize the resources available from EMC and IAMU's Risk Management Division.

We appreciate the continued loyalty and strong support for the program shown by local agents, cities and utilities across the state. Please don't hesitate to contact us with any comments, questions, or concerns.

For the IAMU Trust Committee:

John Bilsten, Algona
Chairman

Brad Honold, Coon Rapids
Trustee

Steve Pick, Spencer
Trustee

Program Partners:

Troy DeJoode, Executive Director
IAMU

Janelle Friedman, President
Jester Insurance

Tanya Wentzel, Branch V.P.
EMC Companies



IAMU Safety Group 2021 Dividend Calculation

Package Portion

April 1, 2020 to March 31, 2021

Premiums	\$19,266,300		
Subtract retention	<u>-7,513,857</u>		
	11,752,443		
Subtract losses and expenses	<u>-20,517,294</u>		
Dividend	(\$8,764,851)	÷3 =	(\$2,921,617)

April 1, 2019 to March 31, 2020

Premiums	\$16,969,977		
Subtract retention	<u>-6,618,291</u>		
	10,351,686		
Subtract losses and expenses	<u>-5,966,442</u>		
Dividend	\$4,385,244	÷3 =	\$1,461,748

April 1, 2018 to March 31, 2019

Premiums	\$15,556,753		
Subtract retention	<u>-6,067,134</u>		
	9,489,619		
Subtract losses and expenses	<u>-7,850,593</u>		
Dividend	\$1,639,026	÷3 =	\$546,342

TOTAL PACKAGE PORTION:	(\$2,921,617)
	\$1,461,748
	\$546,342
	<u>(\$913,527)</u>

WORKERS' COMPENSATION PORTION

April 1, 2020 to March 31, 2021

Premiums	\$6,742,682		
Subtract retention	<u>-2,090,231</u>		
	4,652,451		
Subtract losses and expenses	<u>-3,685,708</u>		
	\$966,743	÷ 3 =	\$322,248

April 1, 2019 to March 31, 2020

Premiums	\$6,722,157		
Subtract retention	<u>-2,083,869</u>		
	4,638,288		
Subtract losses and expenses	<u>-3,976,835</u>		
	\$661,453	÷ 3 =	\$220,484

April 1, 2018 to March 31, 2019

Premiums	\$7,109,794		
Subtract retention	<u>-2,204,036</u>		
	4,905,758		
Subtract losses and expenses	<u>-5,298,478</u>		
	(\$392,720)	÷ 3 =	(\$130,907)

TOTAL WORKERS COMPENSATION PORTION:	\$322,248
	\$220,484
	<u>(\$130,907)</u>
	<u>\$411,825</u>

COMBINED CALCULATION:

PACKAGE:	(\$913,527)
WORKERS' COMPENSATION:	<u>\$411,825</u>
TOTAL DIVIDEND:	<u>(\$501,702)</u>

Unger Insurance, Ltd.

103 E. LINCOLNWAY • P.O. BOX 191 • JEFFERSON, IOWA 50129

PHONE 515-386-4156

FAX 515-386-8471

City of Jefferson

Insurance 04/01/22 to 04/01/23

	2021	2022
Total Premium	232,692	247,461
Property	66,863	77,580
Liability	20,515	20,543
Crime	118	130
Inland Marine	2,697	2,697
Automobile	34,639	30,493
Work Comp	91,295	95,403
Umbrella	6,494	7,553
Linebacker	5,424	7,019
Law Enforcement	3,447	4,293
Cyber Liability	1,200	1,750

Blanket property insurance limit is \$35,205,285, an increase of \$242,282. The property loss deductible is \$1,000 per occurrence with \$5,000 for wind or hail.

The workers compensation deposit payroll was increased from \$1,991,026 to \$2,152,672. The experience modification factor is 1.08 effective 04/01/22.

The 04/01/22 experience modification factor is based on the following loss data:

04/01/18 to 04/01/19	266,831	paid loss and loss reserves
04/01/19 to 04/01/20	6,134	paid loss and loss reserves
04/01/20 to 04/01/21	2,428	paid loss and loss reserves

The 04/01/23 experience modification factor will be determined by replacing the 04/01/19 loss data with the loss data from 04/01/22

04/01/21 to 04/01/22	13,364	paid loss and loss reserves
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LOSS ANALYSIS: ALL -
 EXP YR: 2018-2022 POLICIES: ALL + PRIORS ST: ALL POL TYPE: ALL UND: 114

TOTALS BY EXPIRATION YEAR:

EXP YR	WRITTEN PREMIUM	EARNED PREMIUM	DIVDND	GROSS PAID LOSS	LOSS RESERVES	GROSS INCUR LOSS	LOSS RECOVERY	TOTAL INCUR LOSS	I/E RATIO	CLAIM COUNT	NET PAID ALLOC EXP
2022	229,196	215,995	0	16,723	47,471	64,194	-1,340	62,854	29.1	14	18
2021	225,701	225,701	0	43,440	0	43,440	0	43,440	19.2	8	91
2020	194,797	194,797	0	45,717	0	45,717	0	45,717	23.5	13	182
2019	185,571	185,571	0	301,393	0	301,393	0	301,393	162.4	19	9,097
2018	189,238	189,238	0	27,301	0	27,301	-4,615	22,686	12.0	12	59
TOTAL	1,024,503	1,011,302	0	434,574	47,471	482,045	-5,955	476,090	47.1	66	9,447

TOTALS BY POLICY TYPE:

POL TYPE	YEAR	WRITTEN PREMIUM	EARNED PREMIUM	DIVDND	GROSS PAID LOSS	LOSS RESERVES	GROSS INCUR LOSS	LOSS RECOVERY	TOTAL INCUR LOSS	I/E RATIO	CLAIM COUNT	NET PAID ALLOC EXP
BAP	4E29171 2022	34,057	32,064	0	12,885	439	13,324	-1,340	11,984	37.4	5	0
BAP	4E29171 2021	29,601	29,601	0	5,468	0	5,468	0	5,468	18.5	2	0
BAP	4E29171 2020	27,721	27,721	0	2,457	0	2,457	0	2,457	8.9	2	0
BAP	4E29171 2019	23,725	23,725	0	3,865	0	3,865	0	3,865	16.3	2	0
BAP	4E29171 2018	21,437	21,437	0	14,165	0	14,165	0	14,165	66.1	6	0
BAP		136,541	134,548	0	38,840	439	39,279	-1,340	37,939	28.2	17	0
C IM	4C29171 2022	2,697	2,542	0	0	0	0	0	0	0.0	0	0
C IM	4C29171 2021	2,405	2,405	0	0	0	0	0	0	0.0	0	0
C IM	4C29171 2020	2,301	2,301	0	0	0	0	0	0	0.0	0	0
C IM	4C29171 2019	2,896	2,896	0	1,445	0	1,445	0	1,445	49.9	1	0
C IM	4C29171 2018	2,317	2,317	0	0	0	0	0	0	0.0	0	0
C IM		12,616	12,461	0	1,445	0	1,445	0	1,445	11.6	1	0
C UMB	4J29171 2022	6,494	6,120	0	0	0	0	0	0	0.0	0	0
C UMB	4J29171 2021	5,711	5,711	0	0	0	0	0	0	0.0	0	0
C UMB	4J29171 2020	5,089	5,089	0	0	0	0	0	0	0.0	0	0
C UMB	4J29171 2019	5,211	5,211	0	0	0	0	0	0	0.0	0	0
C UMB	4J29171 2018	4,816	4,816	0	0	0	0	0	0	0.0	0	0
C UMB		27,321	26,947	0	0	0	0	0	0	0.0	0	0
CPROP	4A29171 2022	65,149	61,420	0	2,506	0	2,506	0	2,506	4.1	1	0
CPROP	4A29171 2021	61,623	61,623	0	35,544	0	35,544	0	35,544	57.7	1	0
CPROP	4A29171 2020	52,798	52,798	0	21,026	0	21,026	0	21,026	39.8	2	0
CPROP	4A29171 2019	46,895	46,895	0	28,758	0	28,758	0	28,758	61.3	2	0
CPROP	4A29171 2018	45,285	45,285	0	4,615	0	4,615	-4,615	0	0.0	1	0
CPROP		271,750	268,021	0	92,449	0	92,449	-4,615	87,834	32.8	7	0

LOSS ANALYSIS: ALL
 EXP YR: 2018-2022

POLICIES: ALL + PRIORS

ST: ALL

POL TYPE: ALL

UND: 114

TOTALS BY POLICY TYPE: CONTINUED

POL TYPE	YEAR	WRITTEN PREMIUM	EARNED PREMIUM	DIVDND	GROSS PAID	LOSS	GROSS INCUR	LOSS	TOTAL	I/E	CLAIM	NET PAID		
						RESERVES	LOSS	RECOVERY	INCUR	LOSS	RATIO	COUNT	ALLOC	EXP
GCR/F	4F29171 2022	118	111	0	0	0	0	0	0	0.0	0	0		
GCR/F	4F29171 2021	118	118	0	0	0	0	0	0	0.0	0	0		
GCR/F	4F29171 2020	118	118	0	0	0	0	0	0	0.0	0	0		
GCR/F	4F29171 2019	148	148	0	0	0	0	0	0	0.0	0	0		
GCR/F	4F29171 2018	148	148	0	0	0	0	0	0	0.0	0	0		

GCR/F		650	643	0	0	0	0	0	0	0.0	0	0		

GLOCC	4D29171 2022	20,515	19,335	0	0	35,000	35,000	0	35,000	181.0	3	0		
GLOCC	4D29171 2021	17,898	17,898	0	0	0	0	0	0	0.0	2	0		
GLOCC	4D29171 2020	17,012	17,012	0	16,100	0	16,100	0	16,100	94.6	5	0		
GLOCC	4D29171 2019	18,212	18,212	0	6,529	0	6,529	0	6,529	35.8	5	0		
GLOCC	4D29171 2018	14,376	14,376	0	7,821	0	7,821	0	7,821	54.4	3	0		

GLOCC		88,013	86,833	0	30,450	35,000	65,450	0	65,450	75.4	18	0		

LAW E	4G29171 2022	3,447	3,249	0	0	0	0	0	0	0.0	0	0		
LAW E	4G29171 2021	2,459	2,459	0	0	0	0	0	0	0.0	0	0		
LAW E	4G29171 2020	1,978	1,978	0	0	0	0	0	0	0.0	0	0		
LAW E	4G29171 2019	1,978	1,978	0	0	0	0	0	0	0.0	0	0		
LAW E	4G29171 2018	1,357	1,357	0	0	0	0	0	0	0.0	0	0		

LAW E		11,219	11,021	0	0	0	0	0	0	0.0	0	0		

LNBKC	4K29171 2022	5,424	5,112	0	0	0	0	0	0	0.0	0	0		
LNBKC	4K29171 2021	3,818	3,818	0	0	0	0	0	0	0.0	0	0		
LNBKC	4K29171 2020	3,116	3,116	0	0	0	0	0	0	0.0	0	0		
LNBKC	4K29171 2019	3,888	3,888	0	0	0	0	0	0	0.0	0	0		
LNBKC	4K29171 2018	3,392	3,392	0	0	0	0	0	0	0.0	0	0		

LNBKC		19,638	19,326	0	0	0	0	0	0	0.0	0	0		

WC	4H29171 2022	91,295	86,042	0	1,332	12,032	13,364	0	13,364	15.5	5	18		
WC	4H29171 2021	102,068	102,068	0	2,428	0	2,428	0	2,428	2.4	3	91		
WC	4H29171 2020	84,664	84,664	0	6,134	0	6,134	0	6,134	7.2	4	182		
WC	4H29171 2019	82,618	82,618	0	260,796	0	260,796	0	260,796	315.7	9	9,097		
WC	4H29171 2018	96,110	96,110	0	700	0	700	0	700	.7	2	59		

WC		456,755	451,502	0	271,390	12,032	283,422	0	283,422	62.8	23	9,447		
=====														
TOTAL		1,024,503	1,011,302	0	434,574	47,471	482,045	-5,955	476,090	47.1	66	9,447		

LOSS ANALYSIS: ALL -
 EXP YR: 2018-2022 POLICIES: ALL + PRIORS ST: ALL POL TYPE: ALL UND: 114

CLAIM COUNT DETAIL:

	CLAIM COUNT	GROSS PAID LOSS	LOSS RESERVES	GROSS INCUR LOSS	LOSS RECOVERY	TOTAL INCUR LOSS	NET PAID ALLOC EXP
TOTAL OPEN CLAIMS	6	5,094	47,471	52,565	0	52,565	0
MEDICAL ONLY \$0 INCURRED	0	0	0	0	0	0	0
MEDICAL ONLY \$1 - \$500	0	0	0	0	0	0	0
\$0 INCURRED	1	0	0	0	0	0	0
ALL OTHER	5	5,094	47,471	52,565	0	52,565	0
TOTAL CLOSED CLAIMS	60	429,480	0	429,480	-5,955	423,525	9,447
MEDICAL ONLY \$0 INCURRED	7	0	0	0	0	0	0
MEDICAL ONLY \$1 - \$500	3	688	0	688	0	688	91
\$0 INCURRED	9	5,955	0	5,955	-5,955	0	0
ALL OTHER	41	422,837	0	422,837	0	422,837	9,356

LOSS ANALYSIS: ALL
 EXP YR: 2018-2022

POLICIES: ALL + PRIORS

ST: ALL

UND: 114

POLICY REVIEW TOTALS:

POL NUM-YEAR	WRITTEN PREMIUM	EARNED PREMIUM	DIVDND	GROSS PAID	LOSS RESERVES	GROSS INCUR LOSS	LOSS RECOVERY	TOTAL INCUR LOSS	I/E RATIO	CLAIM COUNT	NET PAID ALLOC	EXP
4E29171-2022	34,057	32,064	0	12,885	439	13,324	-1,340	11,984	37.4	5	0	0
4E29171-2021	29,601	29,601	0	5,468	0	5,468	0	5,468	18.5	2	0	0
4E29171-2020	27,721	27,721	0	2,457	0	2,457	0	2,457	8.9	2	0	0
4E29171-2019	23,725	23,725	0	3,865	0	3,865	0	3,865	16.3	2	0	0
4E29171-2018	21,437	21,437	0	14,165	0	14,165	0	14,165	66.1	6	0	0
TOTAL	136,541	134,548	0	38,840	439	39,279	-1,340	37,939	28.2	17	0	0

CLAIM COUNT DETAIL:

CLAIM COUNT	GROSS PAID	LOSS RESERVES	GROSS INCUR LOSS	LOSS RECOVERY	TOTAL INCUR LOSS	NET PAID ALLOC	EXP
TOTAL OPEN CLAIMS	2	4,127	439	4,566	0	4,566	0
\$0 INCURRED	0	0	0	0	0	0	0
ALL OTHER	2	4,127	439	4,566	0	4,566	0
TOTAL CLOSED CLAIMS	15	34,713	0	34,713	-1,340	33,373	0
\$0 INCURRED	2	1,340	0	1,340	-1,340	0	0
ALL OTHER	13	33,373	0	33,373	0	33,373	0

CLAIM DETAIL SHOWN - ALL:

CLAIM NO	LOSS DT	S ST CLASS	LOC (DRIVER)/CLAIMANT	LOSS DESCRIPTION	>> COVERAGE	GROSS PAID	LOSS RESERVES	LOSS RECOVERY	TOTAL INCUR LOSS	NET PAID ALLOC	EXP
Z01711868	01/15/22	C IA	022	USING TRUCK W/SNOWPLOW-BACKED INTO BLDG-DMGD TRUCK	BAP, COLL	3,556	0	0	3,556	0	0
Z01697951	12/06/21	O IA	040	IV MAKING L TURN AT STOP SIGN-CV PASSED-COLLISION	BAP, COLL	1,702	189	0	1,891	0	0
Z01676664	08/12/21	O IA	041	2 POLICE OFFICERS INVOLVED IN A VEHICLE CHASE-DMGD	BAP, COLL	2,425	250	0	2,675	0	0
Z01672260	07/20/21	C IA	033	CLMT VEH BACKED INTO CITY PICKUP PARKD IN DRIVEWAY	BAP, COLL	1,340	0	-1,340	0	0	0
Z01664517	06/07/21	C IA	040	GARBAGE TRUCK HIT DRIVERS SIDE FRONT OF PARKD AUTO	BAP, LIAB PD	3,861	0	0	3,861	0	0
TOTALS AFTER ROUNDING EXP YEAR 2022						12,884	439	-1,340	11,983	0	0
Z01641231	01/25/21	C IA	034	PLOWING SNOW IN CITY PKG LOT-BACKD INTO LIGHT POLE	BAP, COLL	2,902	0	0	2,902	0	0
Z01611718	08/10/20	C IA	039	STOKE BASEKT CAME OFF FIRE TRUCK-HIT 2 PARKD AUTOS	BAP, LIAB PD	2,567	0	0	2,567	0	0

LOSS ANALYSIS: ALL -
 EXP YR: 2018-2022 POLICIES: ALL + PRIORS ST: ALL UND: 114

CLAIM DETAIL SHOWN - ALL:

CLAIM NO	<< LOSS DT S ST CLASS LOC (DRIVER)/CLAIMANT	>> COVERAGE	GROSS PAID LOSS	LOSS RESERVES	LOSS RECOVERY	TOTAL INCUR LOSS	NET PAID ALLOC EXP
TOTALS AFTER ROUNDING EXP YEAR 2021			5,469	0	0	5,469	0
Z01587400	03/17/20 C IA 034 OPENED GATE AND ENTERED-GATE CLOSED AND HIT IV	BAP,COLL	1,499	0	0	1,499	0
Z01568628	01/01/20 C IA 046 BACKING FROM RESIDENTIAL DRIVEWAY-HIT PARKD TRAILR	BAP,COLL	959	0	0	959	0
TOTALS AFTER ROUNDING EXP YEAR 2020			2,458	0	0	2,458	0
Z01488495	02/24/19 C IA 029 IV BEING PULLD OUT OF SNOW DRIFT ROLLD INTO PLOW	BAP,COLL	3,865	0	0	3,865	0
Z01442170	08/31/18 C IA 032 IV BACKED INTO OV AT RR CROSSING		0	0	0	0	0
TOTALS AFTER ROUNDING EXP YEAR 2019			3,865	0	0	3,865	0
Z01400146	03/24/18 C IA 044 ONE VEH BACKED INTO ANOTHER STOPPED VEH IN SHED	BAP,COLL	7,080	0	0	7,080	0
Z01395524	03/13/18 C IA 017 WINDSHIELD	BAP,OTC	605	0	0	605	0
Z01392222	02/12/18 C IA 042 ROCK CHIP IN WINDSHIELD HAS CRACKED THE WINDSHIELD	BAP,OTC	605	0	0	605	0
Z01387287	02/09/18 C IA 046 BACKING PICKUP AND BUMPED THE SANDER ON A STAND	BAP,COLL	2,121	0	0	2,121	0
Z01382492	01/23/18 C IA 037 CITY VEHICLE BACKED INTO OTHER AUTO	BAP,LIAB PD	2,018	0	0	2,018	0
Z01390947	01/10/18 C IA 048 INSD OPENED ENTRY GATE-WENT THRU-GATE CLOSED ON IV	BAP,COLL	1,737	0	0	1,737	0
TOTALS AFTER ROUNDING EXP YEAR 2018			14,166	0	0	14,166	0

LOSS ANALYSIS: ALL -
 EXP YR: 2018-2022 POLICIES: ALL + PRIORS ST: ALL UND: 114

POLICY REVIEW TOTALS:

POL NUM-YEAR	WRITTEN PREMIUM	EARNED PREMIUM	DIVDND	GROSS PAID LOSS	LOSS RESERVES	GROSS INCUR LOSS	LOSS RECOVERY	TOTAL INCUR LOSS	I/E RATIO	CLAIM COUNT	NET PAID ALLOC EXP
4C29171-2022	2,697	2,542	0	0	0	0	0	0	0.0	0	0
4C29171-2021	2,405	2,405	0	0	0	0	0	0	0.0	0	0
4C29171-2020	2,301	2,301	0	0	0	0	0	0	0.0	0	0
4C29171-2019	2,896	2,896	0	1,445	0	1,445	0	1,445	49.9	1	0
4C29171-2018	2,317	2,317	0	0	0	0	0	0	0.0	0	0
TOTAL	12,616	12,461	0	1,445	0	1,445	0	1,445	11.6	1	0

CLAIM COUNT DETAIL:

	CLAIM COUNT	GROSS PAID LOSS	LOSS RESERVES	GROSS INCUR LOSS	LOSS RECOVERY	TOTAL INCUR LOSS	NET PAID ALLOC EXP
TOTAL CLOSED CLAIMS	1	1,445	0	1,445	0	1,445	0
\$0 INCURRED	0	0	0	0	0	0	0
ALL OTHER	1	1,445	0	1,445	0	1,445	0

CLAIM DETAIL SHOWN - ALL:

CLAIM NO	LOSS DT	S ST CLASS	LOC (DRIVER)/CLAIMANT	>> COVERAGE	GROSS PAID LOSS	LOSS RESERVES	LOSS RECOVERY	TOTAL INCUR LOSS	NET PAID ALLOC EXP
201498843	03/15/19	C IA		IM	1,445	0	0	1,445	0
			RACoon RIVER FLODDed GOLF COURSE						
TOTALS AFTER ROUNDING					1,445	0	0	1,445	0

LOSS ANALYSIS: ALL -
 EXP YR: 2018-2022 POLICIES: ALL + PRIORS ST: ALL UND: 114

POLICY REVIEW TOTALS:

POL NUM-YEAR	WRITTEN PREMIUM	EARNED PREMIUM	DIVDND	GROSS PAID LOSS	LOSS RESERVES	GROSS INCUR LOSS	LOSS RECOVERY	TOTAL INCUR LOSS	I/E RATIO	CLAIM COUNT	NET PAID ALLOC EXP
4A29171-2022	65,149	61,420	0	2,506	0	2,506	0	2,506	4.1	1	0
4A29171-2021	61,623	61,623	0	35,544	0	35,544	0	35,544	57.7	1	0
4A29171-2020	52,798	52,798	0	21,026	0	21,026	0	21,026	39.8	2	0
4A29171-2019	46,895	46,895	0	28,758	0	28,758	0	28,758	61.3	2	0
4A29171-2018	45,285	45,285	0	4,615	0	4,615	-4,615	0	0.0	1	0
TOTAL	271,750	268,021	0	92,449	0	92,449	-4,615	87,834	32.8	7	0

CLAIM COUNT DETAIL:

CLAIM COUNT	GROSS PAID LOSS	LOSS RESERVES	GROSS INCUR LOSS	LOSS RECOVERY	TOTAL INCUR LOSS	NET PAID ALLOC EXP
TOTAL CLOSED CLAIMS	7	92,450	0	92,450	-4,615	87,835
\$0 INCURRED	1	4,615	0	4,615	-4,615	0
ALL OTHER	6	87,835	0	87,835	0	87,835

CLAIM DETAIL SHOWN - ALL:

CLAIM NO	LOSS DT	S ST CLASS	LOC (DRIVER)/CLAIMANT	LOSS DESCRIPTION	>> COVERAGE	GROSS PAID LOSS	LOSS RESERVES	LOSS RECOVERY	TOTAL INCUR LOSS	NET PAID ALLOC EXP
Z01699252	10/26/21	C IA	001	BUILDING		2,506	0	0	2,506	0
				LIGHTNING DAMAGE TO HWY 4 STREET LIGHTS						
TOTALS AFTER ROUNDING						2,506	0	0	2,506	0
EXP YEAR 2022										
Z01610460	08/10/20	C IA	001	BUILDING		35,544	0	0	35,544	0
				WIND DAMAGE TO BUILDING ROOF,EAVES,ELECTRIC METER						
TOTALS AFTER ROUNDING						35,544	0	0	35,544	0
EXP YEAR 2021										
Z01591344	03/23/20	C IA	001	BOILER		11,486	0	0	11,486	0
				SPRINKLR SYSTM WELL PUMP FAILD-PSSBL LIGHTNING DMG						
TOTALS AFTER ROUNDING						11,486	0	0	11,486	0
EXP YEAR 2020										
Z01590296	02/24/20	C IA	001	PERS PROP		9,540	0	0	9,540	0
				RESPONDED TO A FIRE-CHEMICAL RESIDUE ON FIRE EQUIP						
TOTALS AFTER ROUNDING						9,540	0	0	9,540	0
EXP YEAR 2020										
Z01408044	04/13/18	C IA	001	BUILDING		1,205	0	0	1,205	0
				WIND DMG TO LIGHT POLE AND LIGHT						
TOTALS AFTER ROUNDING						1,205	0	0	1,205	0
EXP YEAR 2018										
Z01437510	04/13/18	C IA	001	BUILDING		27,553	0	0	27,553	0
				HAIL DAMAGE TO LIBRARY BUILDING ROOF						
TOTALS AFTER ROUNDING						27,553	0	0	27,553	0
EXP YEAR 2018										

CERLOSS - PAGE 8
 4A29171 - COMM PROP
 JEFFERSON CITY OF
 (A-3437) UNGER INSURANCE

EMC INSURANCE COMPANIES
 COMMERCIAL EXPERIENCE REPORT
 AS OF: 03/10/2022

4A29171

LAST EXP: 04/01/2022
 PRINT DATE: 03/14/2022

LOSS ANALYSIS: ALL

EXP YR: 2018-2022

POLICIES: ALL + PRIORS

ST: ALL

UND: 114

CLAIM DETAIL SHOWN - ALL:

CLAIM NO	<<	LOSS DT	S	ST	CLASS	LOC (DRIVER)/CLAIMANT	>>	COVERAGE	GROSS PAID	LOSS LOSS	LOSS RESERVES	LOSS RECOVERY	TOTAL INCUR	NET PAID ALLOC	EXP
-----									-----						
						TOTALS AFTER ROUNDING		EXP YEAR 2019	28,758	0		0	28,758	0	
Z01326700	05/11/17	C	IA		001			BUILDING	4,615	0		-4,615	0	0	
TWO VEHS COLLIDED AT INTERSECTION-HIT INSD BLDG															
-----									-----						
						TOTALS AFTER ROUNDING		EXP YEAR 2018	4,615	0		-4,615	0	0	

LOSS ANALYSIS: ALL -
 EXP YR: 2018-2022 POLICIES: ALL + PRIORS ST: ALL UND: 114

POLICY REVIEW TOTALS:

POL NUM-YEAR	WRITTEN PREMIUM	EARNED PREMIUM	DIVDND	GROSS PAID LOSS	LOSS RESERVES	GROSS INCUR LOSS	LOSS RECOVERY	TOTAL INCUR LOSS	I/E RATIO	CLAIM COUNT	NET PAID ALLOC EXP
4D29171-2022	20,515	19,335	0	0	35,000	35,000	0	35,000	181.0	3	0
4D29171-2021	17,898	17,898	0	0	0	0	0	0	0.0	2	0
4D29171-2020	17,012	17,012	0	16,100	0	16,100	0	16,100	94.6	5	0
4D29171-2019	18,212	18,212	0	6,529	0	6,529	0	6,529	35.8	5	0
4D29171-2018	14,376	14,376	0	7,821	0	7,821	0	7,821	54.4	3	0
TOTAL	88,013	86,833	0	30,450	35,000	65,450	0	65,450	75.4	18	0

CLAIM COUNT DETAIL:

CLAIM COUNT	GROSS PAID LOSS	LOSS RESERVES	GROSS INCUR LOSS	LOSS RECOVERY	TOTAL INCUR LOSS	NET PAID ALLOC EXP
TOTAL OPEN CLAIMS	2	0	35,000	0	35,000	0
\$0 INCURRED	1	0	0	0	0	0
ALL OTHER	1	0	35,000	0	35,000	0
TOTAL CLOSED CLAIMS	16	30,450	0	0	30,450	0
\$0 INCURRED	6	0	0	0	0	0
ALL OTHER	10	30,450	0	0	30,450	0

CLAIM DETAIL SHOWN - ALL:

CLAIM NO	LOSS DT	S ST CLASS	LOC (DRIVER)/CLAIMANT	LOSS DESCRIPTION	>> COVERAGE	GROSS PAID LOSS	LOSS RESERVES	LOSS RECOVERY	TOTAL INCUR LOSS	NET PAID ALLOC EXP
Z01713322	01/26/22	O IA		DUG HOLE TO TURN OFF WATER-CLMT STEPPED INTO HOLE		0	0	0	0	0
Z01684001	09/20/21	O IA		PUMP FAILED AT SEWER LIFT STATION-SEWAGE BACKED UP	PRM/OPS PD	0	35,000	0	35,000	0
Z01677748	08/09/21	C IA		VEH DROVE ON RD-FINISHNG APPLYING ROCK OVR HOT TAR		0	0	0	0	0
TOTALS AFTER ROUNDING EXP YEAR 2022						0	35,000	0	35,000	0
Z01610472	08/10/20	C IA		WIND DMGD TREE ON CITY PROPERTY-LANDED ON RESIDNCE		0	0	0	0	0
Z01598414	06/05/20	C IA		WIND BLEW LARGE BRANCH OUT OF TREE ONTO PARKD AUTO		0	0	0	0	0
TOTALS AFTER ROUNDING EXP YEAR 2021						0	0	0	0	0
Z01556131	08/26/19	C IA		SEXUAL ASSAULT OCCURRED AT JEFFERSON RECREATN CNTR	PRM/OPS BI	6,000	0	0	6,000	0

LOSS ANALYSIS: ALL -
 EXP YR: 2018-2022 POLICIES: ALL + PRIORS ST: ALL UND: 114

CLAIM DETAIL SHOWN - ALL:

CLAIM NO	<<	LOSS DT	S	ST	CLASS	LOC (DRIVER)/CLAIMANT	>>	COVERAGE	GROSS PAID	LOSS LOSS	LOSS RESERVES	LOSS RECOVERY	TOTAL INCUR	NET PAID ALLOC	EXP
Z01534230		07/31/19	C	IA		CITY DOING BUILDING IMPROVEMNTS-PAINT ON CLMT AUTO			0	0	0	0	0	0	0
Z01531094		07/27/19	C	IA		CLMT CLAIMS LOW TREE BRANCH HIT ANTENNA ON VEHICLE	PRM/OPS	PD	100	0	0	0	100	0	0
Z01516838		06/08/19	C	IA		WALKNG ON CITY SIDEWLK-UNEVEN CONCRETE-TRIPPD/FELL	PRM/OPS	MED	10,000	0	0	0	10,000	0	0
Z01512209		05/21/19	C	IA		STRAIGHT LINE WINDS BLEW A TREE OVER ONTO A HOME			0	0	0	0	0	0	0
TOTALS AFTER ROUNDING									EXP YEAR 2020	16,100	0	0	16,100	0	0
Z01493079		03/12/19	C	IA		CITY SEWER MAIN PLUGGED UP AND SEWER WATER BACKED	PRM/OPS	PD	1,501	0	0	0	1,501	0	0
Z01492415		03/11/19	C	IA		CLMT HIT A LARGE POTHOLE-DMGD PASSENGER SIDE TIRES	PRM/OPS	PD	400	0	0	0	400	0	0
Z01430932		06/29/18	C	IA		PC OF CONCRETE BROKE F/CURB-VEH HIT IT-DMGD VEH	PRM/OPS	PD	828	0	0	0	828	0	0
Z01415689		05/25/18	C	IA		VACCUMING OUT SEWER LINES-CLMT PIPES CRACKED-DMG	PRM/OPS	PD	1,600	0	0	0	1,600	0	0
Z01405300		04/01/18	C	IA		WATER RAN OFF CITY BLDG-WATER WENT THRU CLMT ROOF	PRM/OPS	PD	2,200	0	0	0	2,200	0	0
TOTALS AFTER ROUNDING									EXP YEAR 2019	6,529	0	0	6,529	0	0
Z01379402		12/21/17	C	IA		CLMT SLIPPED AND FELL ON ICY CONCRETE DRIVEWAY	PRM/OPS	MED	2,776	0	0	0	2,776	0	0
Z01371178		12/05/17	C	IA		WIND BLEW TREE ONTO HOUSE	PRM/OPS	PD	5,045	0	0	0	5,045	0	0
Z01333795		05/08/17	C	IA		SEWER BACK UP IN CLMT HOME			0	0	0	0	0	0	0
TOTALS AFTER ROUNDING									EXP YEAR 2018	7,821	0	0	7,821	0	0

LOSS ANALYSIS: ALL -
 EXP YR: 2018-2022 POLICIES: ALL + PRIORS ST: ALL UND: 114

POLICY REVIEW TOTALS:

POL NUM-YEAR	WRITTEN PREMIUM	EARNED PREMIUM	DIVDND	GROSS PAID	LOSS RESERVES	GROSS INCUR	LOSS RECOVERY	TOTAL INCUR	I/E RATIO	CLAIM COUNT	NET PAID ALLOC	EXP
4H29171-2022	91,295	86,042	0	1,332	12,032	13,364	0	13,364	15.5	5	18	
4H29171-2021	102,068	102,068	0	2,428	0	2,428	0	2,428	2.4	3	91	
4H29171-2020	84,664	84,664	0	6,134	0	6,134	0	6,134	7.2	4	182	
4H29171-2019	82,618	82,618	0	260,796	0	260,796	0	260,796	315.7	9	9,097	
4H29171-2018	96,110	96,110	0	700	0	700	0	700	.7	2	59	
TOTAL	456,755	451,502	0	271,390	12,032	283,422	0	283,422	62.8	23	9,447	

CLAIM COUNT DETAIL:

CLAIM COUNT	GROSS PAID	LOSS RESERVES	GROSS INCUR	LOSS RECOVERY	TOTAL INCUR	NET PAID ALLOC	EXP
TOTAL OPEN CLAIMS	2	968	12,032	13,000	0	13,000	0
MEDICAL ONLY \$0 INCURRED	0	0	0	0	0	0	0
MEDICAL ONLY \$1 - \$500	0	0	0	0	0	0	0
\$0 INCURRED	0	0	0	0	0	0	0
ALL OTHER	2	968	12,032	13,000	0	13,000	0
TOTAL CLOSED CLAIMS	21	270,422	0	270,422	0	270,422	9,447
MEDICAL ONLY \$0 INCURRED	7	0	0	0	0	0	0
MEDICAL ONLY \$1 - \$500	3	688	0	688	0	688	91
\$0 INCURRED	0	0	0	0	0	0	0
ALL OTHER	11	269,734	0	269,734	0	269,734	9,356

CLAIM DETAIL SHOWN - ALL:

CLAIM NO	LOSS DT	S	ST	CLASS	LOC (DRIVER)/CLAIMANT	GROSS PAID	LOSS RESERVES	LOSS RECOVERY	TOTAL INCUR	NET PAID ALLOC	EXP
Z01710305	02/11/22	O	IA	9015	MEDICAL BREAKING UP A FIGHT-TRIPPD/FELL-SHOULDER, LEGS, BACK	968	2,032	0	3,000	0	
Z01706561	01/20/22	O	IA	8264	MEDICAL PICKING UP CURBSIDE PICK UP-SUB ZERO TEMPS-FINGER	0	10,000	0	10,000	0	
Z01702334	01/03/22	C	IA	9403	SLIDING CONCRETE BLOCK OUT OF THE WAY-KNEE STRAIN	0	0	0	0	0	
Z01696525	11/29/21	C	IA	5506	LOADNG BRUSH INTO DUMP TRUCK-LOG STRUCK ARM-BRUISE	0	0	0	0	0	
Z01661425	05/20/21	C	IA	9220	MEDICAL CO-WRKR HANGING WEED EATR UP-DROPPD IT ON HEAD-CUT	364	0	0	364	18	
TOTALS AFTER ROUNDING						1,332	12,032	0	13,364	18	
Z01613408	08/23/20	C	IA	9060	MEDICAL MOTORIZED LIFT HIT STUMP-BROKEN BLOOD VESSEL-WRIST	1,520	0	0	1,520	36	

LOSS ANALYSIS: ALL -
 EXP YR: 2018-2022 POLICIES: ALL + PRIORS ST: ALL UND: 114

CLAIM DETAIL SHOWN - ALL:

CLAIM NO	LOSS DT	S ST CLASS	LOC (DRIVER)/CLAIMANT	GROSS PAID	LOSS RESERVES	LOSS RECOVERY	TOTAL INCUR	NET PAID ALLOC	EXP
<<	LOSS DESCRIPTION		>> COVERAGE	LOSS			LOSS		
Z01604111	07/07/20	C IA 9101	MEDICAL	271	0	0	271	31	
	FELL DOWN STAIRS-3 TO 5 STEPS-MULTIPLE CONTUSIONS								
Z01592925	05/03/20	C IA 7720	MEDICAL	637	0	0	637	24	
	ARRESTING SUSPECT-PUNCHED CAR WINDOW-CUT LOWER ARM								
TOTALS AFTER ROUNDING EXP YEAR 2021				2,428	0	0	2,428	91	
Z01580381	02/25/20	C IA 7711	MEDICAL	3,535	0	0	3,535	87	
	FIGHTING FIRE-SMOKE/CHEM FUMES-INFLAMMATION/LUNGS								
Z01540572	09/09/19	C IA 5506	MEDICAL	1,555	0	0	1,555	50	
	STOOD UP-HIT HEAD ON PIPE-CUT HEAD								
Z01518983	06/13/19	C IA 7720		0	0	0	0	0	
	PERFORMD CPR ON BABY-INGESTION OF BREAST MILK-LUNG								
Z01504278	04/20/19	C IA 7720	MEDICAL	1,044	0	0	1,044	45	
	REMOVED CAP OFF SYRINGE-NEEDLE POKED FINGER								
TOTALS AFTER ROUNDING EXP YEAR 2020				6,134	0	0	6,134	182	
Z01494660	03/18/19	C IA 7520		0	0	0	0	0	
	IN A HOLE BENT OVER WORKING ON WATER MAIN-BACK STR								
Z01491760	02/23/19	C IA 7711	MEDICAL	3,065	0	0	3,065	130	
	HELPING RESCUE PEOPLE STUCK IN AUTOS-CHEST STRAIN								
Z01486994	02/19/19	C IA 9102		0	0	0	0	0	
	STEPPING OFF CURB INTO SNOW-SLIPPED-FELL-KNEE STRA								
Z01478763	01/22/19	C IA 7580	MEDICAL	3,750	0	0	3,750	301	
	SLIPPED AND FELL BY FRONT DOOR ON ICE-MULT STRAIN INDEMNITY								
Z01440053	08/21/18	C IA 9403	MEDICAL	113,965	0	0	113,965	7,163	
	PICKED UP HEAVY CAN-SET IT DOWN-STRAINED SHOULDER INDEMNITY								
Z01434305	07/27/18	C IA 7720	MEDICAL	1,023	0	0	1,023	38	
	TACKLING SUSPECT ON MOTRCYCLE-WHEEL BURND UPPR LEG								
Z01429671	07/17/18	C IA 7520		0	0	0	0	0	
	CUTTING REBAR WITH GAS SAW-GOT METAL SLIVER IN EYE								
Z01423572	06/20/18	C IA 7711	MEDICAL	3,292	0	0	3,292	119	
	HOUSE FIRE-EXPERIENCED CHEST PAINS-HEAT PROSTRATN								

CERLOSS - PAGE 13
 4H29171 - WORK COMP
 JEFFERSON CITY OF
 (A-3437) UNGER INSURANCE

EMC INSURANCE COMPANIES
 COMMERCIAL EXPERIENCE REPORT
 AS OF: 03/10/2022

4H29171

LAST EXP: 04/01/2022
 PRINT DATE: 03/14/2022

LOSS ANALYSIS: ALL
 EXP YR: 2018-2022

POLICIES: ALL + PRIORS

ST: ALL

UND: 114

CLAIM DETAIL SHOWN - ALL:

CLAIM NO	LOSS DT	S	ST	CLASS	LOC (DRIVER)/CLAIMANT	>> COVERAGE	GROSS PAID LOSS	LOSS RESERVES	LOSS RECOVERY	TOTAL INCUR LOSS	NET PAID ALLOC EXP
Z01414699	05/23/18	C	IA	7520	PICKING UP METAL POLE-END BOUNCED-FX TEETH		0	0	0	0	0
TOTALS AFTER ROUNDING							260,796	0	0	260,796	9,098
Z01319308	05/13/17	C	IA	7720	DOG BIT HAND-BRUISED	MEDICAL	647	0	0	647	17
Z01319302	05/10/17	C	IA	7520	PRESSURE TANK THREADS BROKE-PIECE OF RUST IN EYE	MEDICAL	53	0	0	53	42
TOTALS AFTER ROUNDING							700	0	0	700	59

MINUTES

WATER/SEWER, STREET/SANITATION COMMITTEES TUESDAY, MARCH 15, 2022, 12:00 NOON JEFFERSON CITY HALL

Attendees: Mike Palmer (present for sewer discussion), Jim Leiding, Dave Morlan, Dave Sloan, Mark Clouse, Joyce Richardson

I. SEWER

- A. *Request for sewer adjustment for 123 N Chestnut of \$59.60 was approved.*
- A.1 *Update on Moe's Mart – all liens paid, bill paid in full, meter installed, no issues.*
- B. *Review of sewer adjustment policy due to not having a minimum. Decision is to be the following: sewer must be at least 4 times the six month average, no less than \$100.00. Anything over the \$100.00, after the 4 times the six month average has been subtracted, will be the amount that can be forgiven.*

II. WATER

- A. *Discussion of water meter replacement due to property owner neglect. – the current charges for frozen meters are as follows: meter \$125.00(1" or bigger is \$202.00), curb box fee \$20.00, removal of old meter \$20.00, and reinstall new meter \$25.00. New charges agreed on by committee are the following: meter \$125.00 (1" or bigger is \$202.00), curb box fee \$20.00, removal of old meter \$20.00, reinstall new meter \$25.00. The first frozen meter will not have an additional charge but any number of meters after the first frozen, in the same cold season, will be assessed an additional \$125.00.*

III. STREETS/IMPROVEMENTS

A. Stop sign concern at East Washington Street intersections – Mark did research and no accidents or citations were given to support this request. There are already yield signs present. Committee agreed to not put stop signs out at this time. The committee also discussed if they did put stop signs up, then additional signs will need to be placed at more intersections on same thoroughfare. This will be costly to the city and currently there is not enough data to support this.

IV. SANITATION/RECYCLING

A. Waste collection to landfill was 184.49 tons

B. Recycling to Carroll was 19.09 tons

C. Dave said the estimate to add onto the building for cardboard baling was \$500,000. Didn't feel this was a good option at this time.