

AGENDA

COUNCIL MEETING
Tuesday, May 9, 2023
5:30 P.M.
CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER:

II. OPEN FORUM: This is a time for any concerned citizen to speak to the Council on an item that is not on the agenda. Limit of 3-5 minutes per speaker.

III. CONSENT ITEMS:

- A. 4/25/23 regular Council minutes.
- B. Pay estimate #5 of \$20,577.95 to Morris Enterprises for Russel Street Water Main Improvement, 2022.
- C. Hire Jake Hinote at \$12 per hour at Jefferson Golf Course.
- D. Jefferson Matters: Main Street dba Bell Tower Festival, Class C Liquor License.
- E. Doc's Stadium Bar and Grill, Class C Liquor License.
- F. B.P.O. Elks Lodge #2306, Class C Liquor License
- G. Payment of monthly bills

IV. NEW BUSINESS:

- A. Consider approval of 10 year Development agreement for building renovations of \$150,000 for Corner View Properties located at 100 and 102 N. Wilson Ave.
- B. Consider approval of 10 year Development agreement for building renovations of \$80,000 for VFW Post 9599 building located at 109 N Chestnut Street.
- C. Consider approval of 10 year Development agreement for building renovations of \$75,000 for Meythaler Photography building located at 122 E. State Street.
- D. Consider approval of pay estimate #1 of \$65,696.77 to Tallgrass Land Stewardship Co. for City Hall front entrance improvements.
- E. Consider approval to apply for DOT grant for 100 X 100 airport hangar.
- F. Consider approval to allow public event in Imagination Alley on May 19, 2023 from 4:00-7:00 PM.
- G. Consider approval of open records request policy.

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 5/9/23

NEW BUSINESS

- A. **Consider approval of 10 year Development agreement for building renovations of \$150,000 for Corner View Properties located at 100 and 102 N. Wilson Ave.** Application was approved at 4/25/23 meeting. This agreement provides the conditions of the loan. Agreement attached.
- B. **Consider approval of 10 year Development agreement for building renovations of \$80,000 for VFW Post 9599 building located at 109 N Chestnut Street.** Application was approved at 4/25/23 meeting. This agreement provides the conditions of the loan. Agreement attached.
- C. **Consider approval of 10 year Development agreement for building renovations of \$75,000 for Meythaler Photography building located at 122 E. State Street.** Application was approved at 4/25/23 meeting. This agreement provides the conditions of the loan. Agreement attached.
- D. **Consider approval of pay estimate #1 of \$65,696.77 to Tallgrass Land Stewardship Co. for City Hall front entrance improvements.** Attached
- E. Consider approval to apply for DOT grant for 100 X 100 airport hangar. Attached is the grant application of \$262,500 for site improvements as part of the hangar project.
- F. **Consider approval to allow public event in Imagination Alley on May 19, 2023 from 4:00-7:00 PM.** Part of The Market to Market Event.
- G. **Consider approval of open records request policy.** Policy and request form attached

COUNCIL MEETING

APRIL 25, 2023

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Wetrich, second by Jackson, the Council approved the following consent items: April 11, 2023 Council Minutes, April 14, 2023 Special Council Minutes, April 18, 2023 Special Council Minutes, Hire Carter Fetcher for part-time seasonal Public Works help at \$13/hr, Hire Samantha Schmidt as swimming pool manager at \$15.75/hr, Hire Anna Pound as assistant swimming pool manager at \$12.75/hr, Hire Michael Allen for part-time seasonal clubhouse help at \$15/hr, Hire Wade Adcock for part-time seasonal clubhouse help at \$12/hr, Pay estimate #3 of \$50,830.70 to Westbrooke Construction Company for swimming pool restroom remodel, Pay estimate #7 of \$100,604.00 of CDBG funds for 123 N Chestnut Street, and Sidewalk reimbursement of \$4,048.00 for Chris and Mary Constantino at 100 S. Maple Street.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

This was the time and place for the Public Hearing on the Detailed Plans, Specifications, Form of Contract and Estimate of Costs for the 100 by 100-foot box hangar at the Jefferson Municipal Airport. Mayor Gordon called for oral or written comments and there were none. On motion by Wetrich, second by Sloan the Council closed the Public Hearing.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

RESOLUTION NO. 23-23

On motion by Jackson, second by Sloan, the Council approved Resolution No. 23-23, a resolution approving Detailed Plans and Specifications, Form of Contract, and Estimate of Cost for the Jefferson Municipal Airport Box Hangar Construction Project.

AYE: Sloan, Ahrenholtz, Zmolek, Wetrich, Jackson

NAY: None

RESOLUTION NO. 24-23

On motion by Ahrenholtz, second by Zmolek, the Council approved Resolution No. 24-23, a resolution accepting bid and authorizing the award of contract, contingent upon the receipt and execution of grant agreement with the Federal Aviation Administration and receipt and execution of grant agreement with the Iowa Department of Transportation and approving application for Federal Aviation funding assistance for the construction of the Construct Box Hangar Improvements Project at the Jefferson Municipal Airport in Jefferson, Iowa to Jensen Builders, Ltd of Fort Dodge, Iowa with a Bid amount of \$1,190,028.00 for Base Bid and \$48,450.00 Bid B and C.

AYE: Jackson, Sloan, Wetrich, Zmolek, Ahrenholtz

NAY: None

On motion by Sloan, second by Zmolek, the Council approved to close parking on the west side of Wilson Avenue between Lincoln Way and State Street and the parking on the south side of State Street between Chestnut Street and Wilson Avenue on Friday, May 19, 2023, from 3 p.m. to 7 p.m.

AYE: Wetrich, Sloan, Ahrenholtz, Jackson, Zmolek

NAY: None

On motion by Wetrich, second by Ahrenholtz, the Council approved a forgivable loan application for renovations of \$75,000 for Meythaler Photography building located at 122 East State Street.

AYE: Wetrich, Sloan, Jackson, Ahrenholtz, Zmolek

NAY: None

Mayor Gordon asked Scott Peterson, the new upcoming City Administrator who will start June 15, 2023, to introduce himself.

There being no further business the Council agreed to adjourn at 6.:07 p.m.

Matt Gordon, Mayor

Roxanne Gorsuch, City Clerk

Contractor's Application for Payment

Owner:	CITY OF JEFFERSON, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	0A1.126809
Contractor:	MORRIS ENTERPRISES, INC.	Agency's Project No.:	
Project:	RUSSELL STREET WATERMAIN IMPROVEMENT, 2022		
Contract:			
Application No.:	5	Application Date:	4/28/2023
Application Period:	From 4/1/2023	to	4/28/2023

1. Original Contract Price	\$	395,763.00
2. Net change by Change Orders	\$	36,541.75
3. Current Contract Price (Line 1 + Line 2)	\$	432,304.75
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	410,952.25
5. Retainage		
a. 5% X \$ 410,952.25 Work Completed	\$	20,547.61
b. 5% X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	20,547.61
6. Amount eligible to date (Line 4 - Line 5.c)	\$	390,404.64
7. Less previous payments	\$	369,826.69
8. Amount due this application	\$	20,577.95

Contractor's Certification

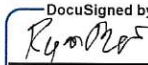
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

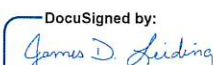
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Morris Enterprises, Inc.

DocuSigned by:
Signature:  **Date:** May 2, 2023

Name: Ryan Morris **Title:** President

Recommended by Engineer	Approved by Owner
DocuSigned by: By: 	By: _____
Name: James D. Leiding, P.E.	Name: Matt Gordon
Title: Project Manager	Title: Mayor
Date: May 2, 2023	Date: _____

ECONOMIC DEVELOPMENT FORGIVABLE LOAN AGREEMENT

This Economic Development Forgivable Loan Agreement is dated _____, 2023 and is between the City of Jefferson, Iowa (the “**City**”), and Corner View Properties, LLC, an Iowa limited liability company (the “**Developer**”).

The City has adopted an Urban Renewal Plan (the “**Urban Renewal Plan**” or the “**Plan**”) for the Jefferson Urban Renewal Area (the “**Urban Renewal Area**”), which Plan includes providing incentives to persons to make repairs and improvements to buildings in the downtown area of Jefferson.

Developer has acquired property in the downtown area of Jefferson located at 100 and 102 N. Wilson Ave., legally described as follows:

The S 2/3 of Lot 144, Excluding the West 32 feet of the South 1/3, in Block 19, in the Original Town (now City) of Jefferson, Greene County, Iowa

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

Developer has acquired ownership of the Development Property and plans to make renovations and improvements to the property in the approximate amount of \$150,000.00 to renovate the façade and remove the false roof (the “**Project**”).

Developer has requested the City to make it a \$150,000.00 economic development forgivable loan to cover part of its costs, which City is willing to do in accordance with the terms of this agreement.

Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, and other financial assistance to or for the benefit of private persons.

The parties therefore agree as follows:

1. **Loan Terms.** (a) The Loan. Subject to and on the terms set forth in this agreement City agrees to lend to Developer and Developer agrees to borrow from City the sum of \$150,000.00 (the “**Loan**”). The proceeds of the Loan shall be used only for the purpose of making renovations and improvements to the Development Property to make it suitable as a site for a commercial business.

(b) Advance of Loan. City shall advance the proceeds of the Loan to the Developer upon submission of a request for reimbursement, which shall be supported with appropriate documentation that the Project costs have been incurred and any other evidence or documentation that City considers necessary. If the Developer fails to satisfy all conditions, requirements and terms prerequisite to the advance of the proceeds of the Loan from City to the Developer by the second anniversary of the initial advance of funds under this agreement, or such later date as City in its discretion may approve in writing, the Loan commitment shall be considered rescinded.

(c) No Interest. The Loan will not bear interest.

(d) **Payment Terms; Forgivable.** The Loan is a forgivable loan, the principal of which, subject to Developer's fulfillment of the terms of this agreement, will be forgiven by the City in 10 equal annual installments of \$15,000.00 beginning on June 1, 2023.

(e) **Note.** On or prior to June 1, 2023, Developer shall execute and deliver to City its \$150,000.00 promissory note, a copy of which is attached to this agreement as Exhibit A (the "**Note**").

2. **Security.** As security for the repayment of the Loan and for Developer's performance under this agreement, Developer shall provide to City a mortgage covering the Development Property, which mortgage shall be a lien against such property, subject only to that certain real estate mortgage given to United Bank of Iowa and recorded on October 18, 2021, in Book 2021 at Page 1869 with an amendment recorded on August 25, 2022, in Book 2022, at Page 1504 (the "**United Bank of Iowa Mortgage**"). Developer warrants that there is no other indebtedness upon or related to the Property, apart from the United Bank of Iowa Mortgage, that would result in a lien superior to that of the City.

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

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

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

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

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

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

(a) **Pay Indebtedness and Perform Other Covenants.** Developer shall (i) make full and timely payment of the principal and other payments coming due under the Loan covered by this Loan Agreement, and (ii) comply with all the terms and covenants contained in each instrument and document given to City in connection with or pursuant to this agreement.

(b) **Use of Loan Proceeds.** The Developer shall promptly use the proceeds of the Loan only in the manner and exclusively for the purposes set forth in this agreement

(c) **Return of Loan Proceeds.** Developer shall return to City as a prepayment on the Note all proceeds of the Loan which have not been expended by Developer for authorized

Loan purposes before the second anniversary of the date of the initial advance of the proceeds of the Loan from City to Developer, or such later date as City in its discretion may approve in writing.

(d) [Need project goals of the Developer --- What will the City require of them as far as use of the property?].

(e) Developer agrees that it will not sell, assign, or transfer all or any part of the Development Property without City's prior written consent.

(f) Waiver of Tax Abatement. In consideration of the economic benefits provided by City under this agreement, Developer waives any right it may have to receive any exemption from taxation for the value of improvements to be added to the Development Property, and it agrees not to file any application or claim for such benefits.

(g) Own Legal Counsel and Tax Advisors. Developer acknowledges that it has had the opportunity to consult with its own legal counsel and tax advisors as to the legal and tax effects of this agreement and is not relying on any representation or statement made by City.

5. **Negative Covenant.** The Developer shall not enter into any agreements which would permit third parties to fund, develop, manage, own, lease or operate the Project in a manner that would violate this agreement if the Developer were to undertake such activity in its own name.

6. **Representations and Warranties.** In order to induce City to enter into this agreement and to make the loan provided for Developer makes the following representations and warranties which shall survive the execution and delivery of this agreement and the other documents required hereunder:

(a) Company Status. The Developer has been duly formed and is validly existing as a limited liability company in good standing under the laws of the State of Iowa, with perpetual existence, and with the power and authority to perform its obligations under this agreement.

(b) Power and Authority. Developer has the power and authority to own its properties and to transact the business in which it is engaged. Developer also has the power and authority to borrow and to execute, deliver and carry out the terms and provisions of this agreement and the Note and all instruments and documents delivered by it pursuant to this agreement. This agreement and the Note and all instruments and documents delivered by Developer pursuant to this agreement have been duly authorized, executed and delivered by the Developer and such documents constitute the legal and binding agreements of the Developer, enforceable against the Developer in accordance with their respective terms, subject to (i) applicable bankruptcy, reorganization, insolvency, moratorium and other laws of general application relating to or affecting creditors' rights generally and (ii) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

(c) No Conflict. The execution or the delivery by the Developer of this agreement, the Note, and the other loan documents, and the consummation of the transactions contemplated herein or therein, and the fulfillment by the Developer of the terms hereof or thereof do not conflict with or violate, result in a breach of or constitute a default under any term or provision of the articles of organization or operating agreement of the Developer or any law or regulation or any order now applicable to the Developer of any court, regulatory body having jurisdiction over the Developer, or the terms of any indenture, deed of trust, mortgage, note, agreement or instrument to which the Developer or any of its properties is bound. The Developer has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.

(d) No Approval Required. No approval, authorization, consent, order, registration, filing, qualification, license or permit of or with any state or federal court or governmental agency or body having jurisdiction over the Developer is required by the Developer for the consummation by the Developer of the transactions contemplated by this agreement and the Note, except such as have been obtained.

(e) Litigation. There is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator concerning the Developer, this agreement or the Note which, if adversely determined, would have a material adverse effect on the Developer's ability to perform its obligations under this agreement or the Note.

(f) Submissions to City. All information, reports and other papers and data furnished to City by the Developer concerning the application for the Loan were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give City a true and accurate knowledge of the subject matter, and no document furnished or other written statement made to City in connection with the Loan contains any untrue statement of a fact material to the financial condition of the Developer or the Project or omits to state such a material fact necessary in order to make the statements contained therein not misleading.

(g) Tax Liability. Developer has filed all required tax returns, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessment received by it.

(h) Information Complete. None of the information prepared and provided by Developer in connection with this transaction or any of the representations and warranties set forth in this agreement contain any untrue statement of material fact or fail to state a material fact necessary to make the statements contained herein, in light of the circumstances in which they were made, not misleading.

7. **Defaults and Remedies.** (a) Events of Default. The following shall constitute events of default ("**Events of Default**") under this agreement:

(i) The failure to make any payment of principal under the Note given pursuant to this agreement when and as the same shall become due and payable, or the failure to

make any other payments required under the Note, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise, and such failure shall continue for 10 days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Developer by City;

(ii) A default in the due, prompt and complete observance and performance of any obligation, covenant or agreement contained in this agreement, in the Note, or in any other instrument or document delivered to City in connection with or pursuant to this agreement (other than a covenant or agreement a default in whose performance or whose breach is specifically dealt with elsewhere in this section 7), and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Developer by City;

(iii) If any representation or warranty or any other statement of fact herein or in any writing, certificate, report or statement at any time furnished to City pursuant to or in connection with this agreement, or otherwise, shall be false or misleading in any material respect;

(iv) If 50% or more of the equity interest of Developer is transferred by sale, gift or in any other manner without the written consent of City;

(v) An event of default, however defined, shall occur under any other loan agreement, promissory note, security agreement, mortgage or other instrument or document that Developer may execute to acquire funding for the Project;

(vi) The appointment pursuant to an order of a court of competent jurisdiction of a trustee, receiver or liquidator of Developer or of its property or any part thereof;

(vii) The filing by Developer of a petition in bankruptcy or a petition for an arrangement or a reorganization pursuant to the Federal Bankruptcy Code or any other similar law, federal or state; or

(viii) The filing by any of the creditors of Developer of a petition in bankruptcy against Developer or a petition for reorganization of Developer pursuant to the Federal Bankruptcy Code or any similar law, federal or state, and the same is not discharged within ninety (90) days after the date of filing thereof. Default in the performance, or breach, of any covenant or agreement of the Developers under the mortgage given pursuant to this Agreement.

(b) Remedies - Acceleration. Upon the occurrence of any Event of Default, City shall have no further obligations under this agreement and may, at its option, declare all or any portion of the indebtedness arising under this agreement, including indebtedness evidenced by the Note, to be immediately due and payable and may proceed to enforce its rights under this agreement and the Note.

(c) Remedies - Enforcement. Upon the occurrence of any Event of Default, City may proceed to exercise all rights and avail itself of all remedies it may have under any or all of the instruments or documents given pursuant to this agreement.

(d) Rights and Remedies Cumulative. No right or remedy herein conferred upon City is intended to be exclusive of any other right or remedy contained herein, or in the Note or any instrument or document delivered in connection with or pursuant to this agreement, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained in this agreement or such documents or existing at law or in equity or by statute, or otherwise.

(e) Rights and Remedies Not Waived. No course of dealing between Developer and City or any failure or delay on the part of City in exercising any rights or remedies shall operate as a waiver of any rights or remedies of City.

8. **Miscellaneous.** (a) Collection Costs and Attorneys' Fees. If either party files suit to collect, enforce, or protect its interest with respect to this agreement, the Note or any instrument or document delivered pursuant to this agreement, or as to any collateral securing the Note, the non-prevailing party in such suit shall pay all of the costs and expenses of such collection, enforcement, or protection, including reasonable attorneys' fees and the prevailing party may take judgment for all such amounts in addition to any other amounts due and owing under the Loan documents.

(b) Modification and Waiver. No modification or waiver of any provision of this agreement, of the Note, or of any other instrument or document delivered pursuant to this agreement, and no consent by City to any departure therefrom by Developer, shall be effective unless such modification or waiver is in writing and signed by a duly authorized officer of City. Such modification or waiver shall then be effective only for the period, on the conditions, and for the specific instances and purposes specified in such writing. No notice to or demand on Developer in any case shall entitle it to any other or further notice or demand in similar or other circumstances.

(c) Notices. All notices required or permitted under this agreement shall be in writing and will be deemed given and made: (a) if by personal delivery, on the date of such delivery, (b) if by facsimile, on the date sent (as evidenced by confirmation of transmission by the transmitting equipment), (c) if by nationally recognized overnight courier, on the next business day following deposit, and (d) if by certified mail, return receipt requested, postage prepaid, on the third business day following such mailing; in each case addressed to the address or facsimile number shown below for such party, or such other address or facsimile number as such party may give to the other party by notice:

If to City:

City of Jefferson
Attn: City Administrator
220 N. Chestnut St.
Jefferson, Iowa 50129
Fax: 515-386-4671

If to Developer:

Corner View Properties, LLC
Attn: Nikki Uebel
100 N Wilson Ave
Jefferson, IA 50129

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

(e) Iowa Law. This agreement, the Note, and any other instrument or document delivered pursuant to this agreement shall be construed in accordance with and governed by the laws of the State of Iowa.

(f) Headings. Headings in this agreement are for convenience and reference only. They are not part of this agreement and shall not be used to explain, or restrict, enlarge, or otherwise modify any provision hereof.

(g) Gender and Number. Whenever the context of any provision shall require, the singular number shall be held to include the plural number, and vice versa, and words of any gender shall be held to include any other gender.

(h) Binding Effect. The covenants and agreements herein contained shall be binding upon and inure to the benefit of City and Developer, and their successors and assigns.

(i) Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Loan Agreement.

SIGNATURE PAGE TO FOLLOW

City and Developer are signing this agreement as of the date shown at the beginning of this agreement.

CORNER VIEW PROPERTIES, LLC

By: _____
Nikki Uebel, Manager

CITY OF JEFFERSON

By: _____
Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

PROMISSORY NOTE

\$150,000.00

Jefferson, Iowa
_____, 2023

For value received, the undersigned, Corner View Properties, LLC, an Iowa limited liability company, (the “**Borrower**”), promises to pay to the order of the City of Jefferson (the “**City**”), the principal sum of \$150,000.00, with no interest, on June 1, 2023.

Pursuant to that certain Economic Development Forgivable Loan Agreement between the City and Borrower dated _____, 2023 (the “**Agreement**”), the City has made a forgivable loan to the Borrower in the principal amount of \$150,000.00 (the “**150,000.00 Forgivable Loan**”), the proceeds of which are to be used for the renovation and improvement of a building located at 100 and 102 N. Wilson Ave in Jefferson, Iowa, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

This \$150,000.00 Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

Payment of unforgiven principal, whether due at maturity or earlier upon acceleration, shall be made to the City at the following address: City of Jefferson, Attn: City Clerk, 220 North Chestnut Street, Jefferson, IA 50129.

Borrower may prepay the principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which is not cured in accordance with the terms of the Agreement, including the failure to make payments of principal as they may come due under the terms of the Agreement, the Borrower agrees to pay all costs and expenses of collection, including reasonable attorneys’ fees.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

This Note is secured by a real estate mortgage covering property located at 100 and 102 N. Wilson Ave in Jefferson, Iowa.

CORNER VIEW PROPERTIES, LLC

By: _____
Nikki Uebel, Manager

Witness:

ECONOMIC DEVELOPMENT FORGIVABLE LOAN AGREEMENT

This Economic Development Forgivable Loan Agreement is dated _____, and is between the City of Jefferson, Iowa (the “**City**”), and VFW Post 9599 (the “**Developer**”).

The City has adopted an Urban Renewal Plan (the “**Urban Renewal Plan**” or the “**Plan**”) for the Jefferson Urban Renewal Area (the “**Urban Renewal Area**”), which Plan includes providing incentives to persons to make repairs and improvements to buildings in the downtown area of Jefferson.

Developer owns property in the downtown area of Jefferson located at 109 N. Chestnut Street, legally described as follows:

The South One-Third (S1/3) of Lot One Hundred Forty-Five (145) in Block Eighteen (18), in the Original Town (now city) of Jefferson, Greene County, Iowa

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

Developer has ownership of the Development Property and plans to make renovations and improvements to the property in the approximate amount of \$80,000.00 to renovate the building’s façade (the “**Project**”).

Developer has requested the City to make it a \$80,000.00 economic development forgivable loan to cover part of its costs, which City is willing to do in accordance with the terms of this agreement.

Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, and other financial assistance to or for the benefit of private persons.

The parties therefore agree as follows:

1. **Loan Terms.** (a) The Loan. Subject to and on the terms set forth in this agreement City agrees to lend to Developer and Developer agrees to borrow from City the sum of \$80,000.00 (the “**Loan**”). The proceeds of the Loan shall be used only for the purpose of making renovations and improvements to the Development Property to make it suitable as a site for a VFW post.

(b) Advance of Loan. City shall advance the proceeds of the Loan following closing to the Developer upon submission of a request for reimbursement, which shall be supported with appropriate documentation that the Project costs have been incurred and any other evidence or documentation that City considers necessary. If the Developer fails to satisfy all conditions, requirements and terms prerequisite to the advance of the proceeds of the Loan from City to the Developer by the second anniversary of the initial advance of funds under this agreement, or such later date as City in its discretion may approve in writing, the Loan commitment shall be considered rescinded.

(c) No Interest. The Loan will not bear interest.

(d) **Payment Terms; Forgivable.** The Loan is a forgivable loan, the principal of which, subject to Developer's fulfillment of the terms of this agreement, will be forgiven by the City in 10 equal annual installments of \$8,000.00 beginning on June 1, 2024.

(e) **Note.** At the time of closing Developer shall execute and deliver to City its \$80,000.00 promissory note, a copy of which is attached to this agreement as Exhibit A (the "**Note**").

2. **Security.** As security for the repayment of the Loan and for Developer's performance under this agreement, Developer shall provide to City a mortgage covering the Development Property, which mortgage shall be a lien against such property.

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

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

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

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

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

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

(a) **Pay Indebtedness and Perform Other Covenants.** Developer shall (i) make full and timely payment of the principal and other payments coming due under the Loan covered by this Loan Agreement, and (ii) comply with all the terms and covenants contained in each instrument and document given to City in connection with or pursuant to this agreement.

(b) **Use of Loan Proceeds.** The Developer shall promptly use the proceeds of the Loan only in the manner and exclusively for the purposes set forth in this agreement

(c) **Return of Loan Proceeds.** Developer shall return to City as a prepayment on the Note all proceeds of the Loan which have not been expended by Developer for authorized Loan purposes before the second anniversary of the date of the initial advance of the proceeds of the Loan from City to Developer, or such later date as City in its discretion may approve in writing.

(d) Operate VFW Post. Developer shall own, operate, and keep in operation the VFW Post on the Development Property during all normal business hours.

(e) Developer agrees that it will not sell, assign, or transfer all or any part of the Development Property without City's prior written consent.

(f) Waiver of Tax Abatement. In consideration of the economic benefits provided by City under this agreement, Developer waives any right it may have to receive any exemption from taxation for the value of improvements to be added to the Development Property, and it agrees not to file any application or claim for such benefits.

(g) Own Legal Counsel and Tax Advisors. Developer acknowledges that it has had the opportunity to consult with its own legal counsel and tax advisors as to the legal and tax effects of this agreement and is not relying on any representation or statement made by City.

5. **Negative Covenant.** The Developer shall not enter into any agreements which would permit third parties to fund, develop, manage, own, lease or operate the Project in a manner that would violate this agreement if the Developer were to undertake such activity in its own name.

6. **Representations and Warranties.** In order to induce City to enter into this agreement and to make the loan provided for Developer makes the following representations and warranties which shall survive the execution and delivery of this agreement and the other documents required hereunder:

(a) Company Status. The Developer has been duly formed and is validly existing as a limited liability company in good standing under the laws of the State of Iowa, with perpetual existence, and with the power and authority to perform its obligations under this agreement.

(b) Power and Authority. Developer has the power and authority to own its properties and to transact the business in which it is engaged. Developer also has the power and authority to borrow and to execute, deliver and carry out the terms and provisions of this agreement and the Note and all instruments and documents delivered by it pursuant to this agreement. This agreement and the Note and all instruments and documents delivered by Developer pursuant to this agreement have been duly authorized, executed and delivered by the Developer and such documents constitute the legal and binding agreements of the Developer, enforceable against the Developer in accordance with their respective terms, subject to (i) applicable bankruptcy, reorganization, insolvency, moratorium and other laws of general application relating to or affecting creditors' rights generally and (ii) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

(c) No Conflict. The execution or the delivery by the Developer of this agreement, the Note, and the other loan documents, and the consummation of the transactions contemplated herein or therein, and the fulfillment by the Developer of the terms hereof or thereof do not conflict with or violate, result in a breach of or constitute a default under any term or provision of the articles of organization or operating agreement of the Developer or any law or

regulation or any order now applicable to the Developer of any court, regulatory body having jurisdiction over the Developer, or the terms of any indenture, deed of trust, mortgage, note, agreement or instrument to which the Developer or any of its properties is bound. The Developer has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.

(d) **No Approval Required.** No approval, authorization, consent, order, registration, filing, qualification, license or permit of or with any state or federal court or governmental agency or body having jurisdiction over the Developer is required by the Developer for the consummation by the Developer of the transactions contemplated by this agreement and the Note, except such as have been obtained.

(e) **Litigation.** There is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator concerning the Developer, this agreement or the Note which, if adversely determined, would have a material adverse effect on the Developer's ability to perform its obligations under this agreement or the Note.

(f) **Submissions to City.** All information, reports and other papers and data furnished to City by the Developer concerning the application for the Loan were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give City a true and accurate knowledge of the subject matter, and no document furnished or other written statement made to City in connection with the Loan contains any untrue statement of a fact material to the financial condition of the Developer or the Project or omits to state such a material fact necessary in order to make the statements contained therein not misleading.

(g) **Tax Liability.** Developer has filed all required tax returns, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessment received by it.

(h) **Information Complete.** None of the information prepared and provided by Developer in connection with this transaction or any of the representations and warranties set forth in this agreement contain any untrue statement of material fact or fail to state a material fact necessary to make the statements contained herein, in light of the circumstances in which they were made, not misleading.

7. **Defaults and Remedies.** (a) **Events of Default.** The following shall constitute events of default ("**Events of Default**") under this agreement:

(i) The failure to make any payment of principal under the Note given pursuant to this agreement when and as the same shall become due and payable, or the failure to make any other payments required under the Note, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise, and such failure shall continue for 10 days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Developer by City;

(ii) A default in the due, prompt and complete observance and performance of any obligation, covenant or agreement contained in this agreement, in the Note, or in any other instrument or document delivered to City in connection with or pursuant to this agreement (other than a covenant or agreement a default in whose performance or whose breach is specifically dealt with elsewhere in this section 7), and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Developer by City;

(iii) If any representation or warranty or any other statement of fact herein or in any writing, certificate, report or statement at any time furnished to City pursuant to or in connection with this agreement, or otherwise, shall be false or misleading in any material respect;

(iv) If 50% or more of the equity interest of Developer is transferred by sale, gift or in any other manner without the written consent of City;

(v) An event of default, however defined, shall occur under any other loan agreement, promissory note, security agreement, mortgage or other instrument or document that Developer may execute to acquire funding for the Project;

(vi) The appointment pursuant to an order of a court of competent jurisdiction of a trustee, receiver or liquidator of Developer or of its property or any part thereof;

(vii) The filing by Developer of a petition in bankruptcy or a petition for an arrangement or a reorganization pursuant to the Federal Bankruptcy Code or any other similar law, federal or state; or

(viii) The filing by any of the creditors of Developer of a petition in bankruptcy against Developer or a petition for reorganization of Developer pursuant to the Federal Bankruptcy Code or any similar law, federal or state, and the same is not discharged within ninety (90) days after the date of filing thereof. Default in the performance, or breach, of any covenant or agreement of the Developers under the mortgage given pursuant to this Agreement.

(b) Remedies - Acceleration. Upon the occurrence of any Event of Default, City shall have no further obligations under this agreement and may, at its option, declare all or any portion of the indebtedness arising under this agreement, including indebtedness evidenced by the Note, to be immediately due and payable and may proceed to enforce its rights under this agreement and the Note.

(c) Remedies - Enforcement. Upon the occurrence of any Event of Default, City may proceed to exercise all rights and avail itself of all remedies it may have under any or all of the instruments or documents given pursuant to this agreement.

(d) Rights and Remedies Cumulative. No right or remedy herein conferred upon City is intended to be exclusive of any other right or remedy contained herein, or in the Note or any instrument or document delivered in connection with or pursuant to this agreement, and every such right or remedy shall be cumulative and shall be in addition to every other such

right or remedy contained in this agreement or such documents or existing at law or in equity or by statute, or otherwise.

(e) Rights and Remedies Not Waived. No course of dealing between Developer and City or any failure or delay on the part of City in exercising any rights or remedies shall operate as a waiver of any rights or remedies of City.

8. **Miscellaneous.** (a) Collection Costs and Attorneys' Fees. If either party files suit to collect, enforce, or protect its interest with respect to this agreement, the Note or any instrument or document delivered pursuant to this agreement, or as to any collateral securing the Note, the non-prevailing party in such suit shall pay all of the costs and expenses of such collection, enforcement, or protection, including reasonable attorneys' fees and the prevailing party may take judgment for all such amounts in addition to any other amounts due and owing under the Loan documents.

(b) Modification and Waiver. No modification or waiver of any provision of this agreement, of the Note, or of any other instrument or document delivered pursuant to this agreement, and no consent by City to any departure therefrom by Developer, shall be effective unless such modification or waiver is in writing and signed by a duly authorized officer of City. Such modification or waiver shall then be effective only for the period, on the conditions, and for the specific instances and purposes specified in such writing. No notice to or demand on Developer in any case shall entitle it to any other or further notice or demand in similar or other circumstances.

(c) Notices. All notices required or permitted under this agreement shall be in writing and will be deemed given and made: (a) if by personal delivery, on the date of such delivery, (b) if by facsimile, on the date sent (as evidenced by confirmation of transmission by the transmitting equipment), (c) if by nationally recognized overnight courier, on the next business day following deposit, and (d) if by certified mail, return receipt requested, postage prepaid, on the third business day following such mailing; in each case addressed to the address or facsimile number shown below for such party, or such other address or facsimile number as such party may give to the other party by notice:

If to City:

City of Jefferson
Attn: City Administrator
220 N. Chestnut St.
Jefferson, Iowa 50129
Fax: 515-386-4671

If to Developer:

VFW Post 9599
Attn: Renee Choate
109 N. Chestnut St.
Jefferson, IA 50129

PROMISSORY NOTE

\$80,000.00

Jefferson, Iowa
_____, 2023

For value received, the undersigned, VFW Post 9599, an Iowa limited liability company, (the “**Borrower**”), promises to pay to the order of the City of Jefferson (the “**City**”), the principal sum of \$80,000.00, with no interest, on June 1, 2033.

Pursuant to that certain Economic Development Forgivable Loan Agreement between the City and Borrower dated _____, 2023 (the “**Agreement**”), the City has made a forgivable loan to the Borrower in the principal amount of \$80,000.00 (the “**80,000.00 Forgivable Loan**”), the proceeds of which are to be used for the renovation and improvement of a building located at 109 N. Chestnut Street in Jefferson, Iowa, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

This \$80,000.00 Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

Payment of unforgiven principal, whether due at maturity or earlier upon acceleration, shall be made to the City at the following address: City of Jefferson, Attn: City Clerk, 220 North Chestnut Street, Jefferson, IA 50129.

Borrower may prepay the principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which is not cured in accordance with the terms of the Agreement, including the failure to make payments of principal as they may come due under the terms of the Agreement, the Borrower agrees to pay all costs and expenses of collection, including reasonable attorneys’ fees.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

This Note is secured by a real estate mortgage covering property located at 109 N. Chestnut Street in Jefferson, Iowa.

VFW Post 9599

By: _____
_____, Post Commander

Witness

City and Developer are signing this agreement as of the date shown at the beginning of this agreement.

VFW Post 9599

By: _____
_____, Post Commander

CITY OF JEFFERSON

By: _____
Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

ECONOMIC DEVELOPMENT FORGIVABLE LOAN AGREEMENT

This Economic Development Forgivable Loan Agreement is dated _____, and is between the City of Jefferson, Iowa (the “**City**”), and Daniel L. Meythaler and Brittany L. Meythaler, d/b/a Meythaler Photography (collectively the “**Developer**”).

The City has adopted an Urban Renewal Plan (the “**Urban Renewal Plan**” or the “**Plan**”) for the Jefferson Urban Renewal Area (the “**Urban Renewal Area**”), which Plan includes providing incentives to persons to make repairs and improvements to buildings in the downtown area of Jefferson.

Developer has acquired property in the downtown area of Jefferson located at 122 E. State St., legally described as follows:

The E 1/3 of Lot 96, Block 10, Original Town of Jefferson, Greene County, Iowa

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

Developer has ownership of the Development Property and plans to make renovations and improvements to the Development Property in the approximate amount of \$75,000 to replace the roof and tuckpoint the brickwork (the “**Project**”).

Developer has requested the City to make it a \$75,000.00 economic development forgivable loan to cover part of its costs, which City is willing to do in accordance with the terms of this Agreement.

Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, and other financial assistance to or for the benefit of private persons.

The parties therefore agree as follows:

1. **Loan Terms.** (a) The Loan. Subject to and on the terms set forth in this agreement City agrees to lend to Developer and Developer agrees to borrow from City the sum of \$75,000.00 (the “**Loan**”). The proceeds of the Loan shall be used only for the purpose of making renovations and improvements to the Development Property to make it suitable as a site for a photography studio.

(b) Advance of Loan. City shall advance the proceeds of the Loan following closing to the Developer upon submission of a request for reimbursement, which shall be supported with appropriate documentation that the Project costs have been incurred and any other evidence or documentation that City considers necessary. If the Developer fails to satisfy all conditions, requirements and terms prerequisite to the advance of the proceeds of the Loan from City to the Developer by the second anniversary of the initial advance of funds under this agreement, or such later date as City in its discretion may approve in writing, the Loan commitment shall be considered rescinded.

(c) No Interest. The Loan will not bear interest.

(d) **Payment Terms; Forgivable.** The Loan is a forgivable loan, the principal of which, subject to Developer's fulfillment of the terms of this agreement, will be forgiven by the City in 10 equal annual installments of \$7,500.00 beginning on June 1, 2024.

(e) **Note.** At the time of closing Developer shall execute and deliver to City its \$75,000.00 promissory note, a copy of which is attached to this agreement as Exhibit A (the "**Note**").

2. **Security.** As security for the repayment of the Loan and for Developer's performance under this agreement, Developer shall provide to City a mortgage covering the Development Property, which mortgage shall be a lien against such property, subject only to that certain real estate mortgage given to Home State Bank and recorded on December 14, 2015, in Book 104 at Page 690 and re-recorded on July 21, 2016 in Book 2016, at Page 1142 (the "Home State Bank Mortgage"). Developer warrants that on the date of recording of the City's mortgage, there is no indebtedness creating a lien on the Development Property that will be senior to the City's mortgage except for the Home State Bank Mortgage.

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

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

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

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

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

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

(a) **Pay Indebtedness and Perform Other Covenants.** Developer shall (i) make full and timely payment of the principal and other payments coming due under the Loan covered by this Loan Agreement, and (ii) comply with all the terms and covenants contained in each instrument and document given to City in connection with or pursuant to this agreement.

(b) **Use of Loan Proceeds.** The Developer shall promptly use the proceeds of the Loan only in the manner and exclusively for the purposes set forth in this agreement

(c) **Return of Loan Proceeds.** Developer shall return to City as a prepayment on the Note all proceeds of the Loan which have not been expended by Developer for authorized

Loan purposes before the second anniversary of the date of the initial advance of the proceeds of the Loan from City to Developer, or such later date as City in its discretion may approve in writing.

(d) Operate Photography Studio. Developer shall own, operate, and keep in operation the photography studio on the Development Property during all normal business hours.

(e) Developer agrees that it will not sell, assign, or transfer all or any part of the Development Property without City's prior written consent.

(f) Waiver of Tax Abatement. In consideration of the economic benefits provided by City under this agreement, Developer waives any right it may have to receive any exemption from taxation for the value of improvements to be added to the Development Property, and it agrees not to file any application or claim for such benefits.

(g) Own Legal Counsel and Tax Advisors. Developer acknowledges that it has had the opportunity to consult with its own legal counsel and tax advisors as to the legal and tax effects of this agreement and is not relying on any representation or statement made by City.

5. **Negative Covenant.** The Developer shall not enter into any agreements which would permit third parties to fund, develop, manage, own, lease or operate the Project in a manner that would violate this agreement if the Developer were to undertake such activity in its own name.

6. **Representations and Warranties.** In order to induce City to enter into this agreement and to make the loan provided for Developer makes the following representations and warranties which shall survive the execution and delivery of this agreement and the other documents required hereunder:

(a) Company Status. The Developer has been duly formed and is validly existing as a limited liability company in good standing under the laws of the State of Iowa, with perpetual existence, and with the power and authority to perform its obligations under this agreement.

(b) Power and Authority. Developer has the power and authority to own its properties and to transact the business in which it is engaged. Developer also has the power and authority to borrow and to execute, deliver and carry out the terms and provisions of this agreement and the Note and all instruments and documents delivered by it pursuant to this agreement. This agreement and the Note and all instruments and documents delivered by Developer pursuant to this agreement have been duly authorized, executed and delivered by the Developer and such documents constitute the legal and binding agreements of the Developer, enforceable against the Developer in accordance with their respective terms, subject to (i) applicable bankruptcy, reorganization, insolvency, moratorium and other laws of general application relating to or affecting creditors' rights generally and (ii) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

(c) No Conflict. The execution or the delivery by the Developer of this agreement, the Note, and the other loan documents, and the consummation of the transactions contemplated herein or therein, and the fulfillment by the Developer of the terms hereof or thereof do not conflict with or violate, result in a breach of or constitute a default under any term or provision of the articles of organization or operating agreement of the Developer or any law or regulation or any order now applicable to the Developer of any court, regulatory body having jurisdiction over the Developer, or the terms of any indenture, deed of trust, mortgage, note, agreement or instrument to which the Developer or any of its properties is bound. The Developer has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.

(d) No Approval Required. No approval, authorization, consent, order, registration, filing, qualification, license or permit of or with any state or federal court or governmental agency or body having jurisdiction over the Developer is required by the Developer for the consummation by the Developer of the transactions contemplated by this agreement and the Note, except such as have been obtained.

(e) Litigation. There is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator concerning the Developer, this agreement or the Note which, if adversely determined, would have a material adverse effect on the Developer's ability to perform its obligations under this agreement or the Note.

(f) Submissions to City. All information, reports and other papers and data furnished to City by the Developer concerning the application for the Loan were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give City a true and accurate knowledge of the subject matter, and no document furnished or other written statement made to City in connection with the Loan contains any untrue statement of a fact material to the financial condition of the Developer or the Project or omits to state such a material fact necessary in order to make the statements contained therein not misleading.

(g) Tax Liability. Developer has filed all required tax returns, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessment received by it.

(h) Information Complete. None of the information prepared and provided by Developer in connection with this transaction or any of the representations and warranties set forth in this agreement contain any untrue statement of material fact or fail to state a material fact necessary to make the statements contained herein, in light of the circumstances in which they were made, not misleading.

7. **Defaults and Remedies.** (a) Events of Default. The following shall constitute events of default ("**Events of Default**") under this agreement:

(i) The failure to make any payment of principal under the Note given pursuant to this agreement when and as the same shall become due and payable, or the failure to

make any other payments required under the Note, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise, and such failure shall continue for 10 days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Developer by City;

(ii) A default in the due, prompt and complete observance and performance of any obligation, covenant or agreement contained in this agreement, in the Note, or in any other instrument or document delivered to City in connection with or pursuant to this agreement (other than a covenant or agreement a default in whose performance or whose breach is specifically dealt with elsewhere in this section 7), and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Developer by City;

(iii) If any representation or warranty or any other statement of fact herein or in any writing, certificate, report or statement at any time furnished to City pursuant to or in connection with this agreement, or otherwise, shall be false or misleading in any material respect;

(iv) If 50% or more of the equity interest of Developer is transferred by sale, gift or in any other manner without the written consent of City;

(v) An event of default, however defined, shall occur under any other loan agreement, promissory note, security agreement, mortgage or other instrument or document that Developer may execute to acquire funding for the Project;

(vi) The appointment pursuant to an order of a court of competent jurisdiction of a trustee, receiver or liquidator of Developer or of its property or any part thereof;

(vii) The filing by Developer of a petition in bankruptcy or a petition for an arrangement or a reorganization pursuant to the Federal Bankruptcy Code or any other similar law, federal or state; or

(viii) The filing by any of the creditors of Developer of a petition in bankruptcy against Developer or a petition for reorganization of Developer pursuant to the Federal Bankruptcy Code or any similar law, federal or state, and the same is not discharged within ninety (90) days after the date of filing thereof. Default in the performance, or breach, of any covenant or agreement of the Developers under the mortgage given pursuant to this Agreement.

(b) Remedies - Acceleration. Upon the occurrence of any Event of Default, City shall have no further obligations under this agreement and may, at its option, declare all or any portion of the indebtedness arising under this agreement, including indebtedness evidenced by the Note, to be immediately due and payable and may proceed to enforce its rights under this agreement and the Note.

(c) Remedies - Enforcement. Upon the occurrence of any Event of Default, City may proceed to exercise all rights and avail itself of all remedies it may have under any or all of the instruments or documents given pursuant to this agreement.

(d) Rights and Remedies Cumulative. No right or remedy herein conferred upon City is intended to be exclusive of any other right or remedy contained herein, or in the Note or any instrument or document delivered in connection with or pursuant to this agreement, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained in this agreement or such documents or existing at law or in equity or by statute, or otherwise.

(e) Rights and Remedies Not Waived. No course of dealing between Developer and City or any failure or delay on the part of City in exercising any rights or remedies shall operate as a waiver of any rights or remedies of City.

8. **Miscellaneous.** (a) Collection Costs and Attorneys' Fees. If either party files suit to collect, enforce, or protect its interest with respect to this agreement, the Note or any instrument or document delivered pursuant to this agreement, or as to any collateral securing the Note, the non-prevailing party in such suit shall pay all of the costs and expenses of such collection, enforcement, or protection, including reasonable attorneys' fees and the prevailing party may take judgment for all such amounts in addition to any other amounts due and owing under the Loan documents.

(b) Modification and Waiver. No modification or waiver of any provision of this agreement, of the Note, or of any other instrument or document delivered pursuant to this agreement, and no consent by City to any departure therefrom by Developer, shall be effective unless such modification or waiver is in writing and signed by a duly authorized officer of City. Such modification or waiver shall then be effective only for the period, on the conditions, and for the specific instances and purposes specified in such writing. No notice to or demand on Developer in any case shall entitle it to any other or further notice or demand in similar or other circumstances.

(c) Notices. All notices required or permitted under this agreement shall be in writing and will be deemed given and made: (a) if by personal delivery, on the date of such delivery, (b) if by facsimile, on the date sent (as evidenced by confirmation of transmission by the transmitting equipment), (c) if by nationally recognized overnight courier, on the next business day following deposit, and (d) if by certified mail, return receipt requested, postage prepaid, on the third business day following such mailing; in each case addressed to the address or facsimile number shown below for such party, or such other address or facsimile number as such party may give to the other party by notice:

If to City:

City of Jefferson
Attn: City Administrator
220 N. Chestnut St.
Jefferson, Iowa 50129
Fax: 515-386-4671

If to Developer:

Daniel Meythaler & Brittany Meythaler
122 E. State St.
Jefferson, IA 50129

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

(e) Iowa Law. This agreement, the Note, and any other instrument or document delivered pursuant to this agreement shall be construed in accordance with and governed by the laws of the State of Iowa.

(f) Headings. Headings in this agreement are for convenience and reference only. They are not part of this agreement and shall not be used to explain, or restrict, enlarge, or otherwise modify any provision hereof.

(g) Gender and Number. Whenever the context of any provision shall require, the singular number shall be held to include the plural number, and vice versa, and words of any gender shall be held to include any other gender.

(h) Binding Effect. The covenants and agreements herein contained shall be binding upon and inure to the benefit of City and Developer, and their successors and assigns.

(i) Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Loan Agreement.

SIGNATURE PAGE TO FOLLOW

PROMISSORY NOTE

\$75,000.00

Jefferson, Iowa
_____, 2023

For value received, the undersigned, Daniel Meythaler and Brittany Meythaler, d/b/a Meythaler Photography (the “**Borrower**”), promises to pay to the order of the City of Jefferson (the “**City**”), the principal sum of \$75,000.00, with no interest, on June 1, 2033.

Pursuant to that certain Economic Development Forgivable Loan Agreement between the City and Borrower dated _____, 2023 (the “**Agreement**”), the City has made a forgivable loan to the Borrower in the principal amount of \$75,000.00 (the “**75,000 Forgivable Loan**”), the proceeds of which are to be used for the renovation and improvement of a building located at 122 E. State Street in Jefferson, Iowa, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

This \$75,000 Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

Payment of unforgiven principal, whether due at maturity or earlier upon acceleration, shall be made to the City at the following address: City of Jefferson, Attn: City Clerk, 220 North Chestnut Street, Jefferson, IA 50129.

Borrower may prepay the principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which is not cured in accordance with the terms of the Agreement, including the failure to make payments of principal as they may come due under the terms of the Agreement, the Borrower agrees to pay all costs and expenses of collection, including reasonable attorneys’ fees.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

This Note is secured by a real estate mortgage covering property located at 122 E. State Street in Jefferson, Iowa.

BORROWER

Daniel L. Meythaler

Brittany L. Meythaler

Witness: _____

Contractor's Application for Payment

Owner: <u>City of Jefferson, Iowa</u>	Owner's Project No.: _____
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>OA1.124557</u>
Contractor: <u>Tallgrass Land Stewardship Co.</u>	Agency's Project No.: _____
Project: <u>City Hall Entrance Improvements, City of Jefferson, Iowa</u>	
Contract: _____	
Application No.: <u>1</u>	Application Date: <u>4/28/2023</u>
Application Period: From <u>4/1/2023</u> To <u>4/28/2023</u>	

1. Original Contract Price	\$	108,905.00
2. Net Change By Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	108,905.00
4. Total Work Completed And Materials Stored To Date		
5. Retainage		
a. <u>5%</u> X \$ <u>69,154.50</u> Work Completed	\$	3,457.73
b. <u>5%</u> X \$ <u>-</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	3,457.73
6. Amount Eligible To Date (Line 4 - Line 5.c)	\$	65,696.77
7. Less Previous Payments		
8. Amount Due This Application	\$	65,696.77

Contractor's Certification


The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Tallgrass Land Stewardship Co.

Signature:  **Date:** 5-1-23

Name: Scott J. Smith **Title:** Principal

<p>Recommended by Engineer: Bolton & Menk, Inc. 300 W. McKinley Street, Jefferson, Iowa 50129</p> <p>By: </p> <p>Name: <u>James D. Leiding, P.E.</u></p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>5/1/23</u></p>	<p>Approved by Owner:</p> <p>By: _____</p> <p>Name: <u>Matt Gordon</u></p> <p>Title: <u>Mayor, City of Jefferson, Iowa</u></p> <p>Date: _____</p>
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AIRPORT STATE FUNDING CHECKLIST AND APPLICATION

Please attach the following documents with your application.

- Airport State Funding Application Checklist
- Project data sheet, including a detailed cost breakdown. Use one for each project.
- City/Sponsor resolution that endorses the project and certifies availability of matching funds.
- Five-Year Capital Improvement Program (CIP)
- Verification that project is identified in a current airport layout plan (ALP) on file with Iowa Department of Transportation Aviation (when applying for new construction of buildings or airfield expansion).
- Pavement maintenance program (verify the use of the pavement maintenance program provided by the Iowa DOT or similar program when applying for pavement preservation or reconstruction).
- Verification that you have an airport security plan on file with Iowa DOT Aviation (when applying for airport security projects).
- Protective land use zoning and/or planning (please answer the following).

Height zoning	<input checked="" type="checkbox"/> Yes	Date adopted _____	<input type="checkbox"/> No	<input type="checkbox"/> Pending
Land use planning/zoning	<input checked="" type="checkbox"/> Yes	Date adopted _____	<input type="checkbox"/> No	<input type="checkbox"/> Pending
Comprehensive plan adopted with airport land use included	<input type="checkbox"/> Yes		<input type="checkbox"/> No	<input type="checkbox"/> Pending
Other (please explain) _____				

Provide verification that you have either updated the _____ website or submitted based aircraft N - numbers to Iowa DOT Aviation.

Minority Impact Statement (Iowa DOT Form 1051010).

Send **one signed** copy of the application materials to the address listed below.

Please mail, fax, or email the signed application to: ;

AIRPORT STATE FUNDING APPLICATION

Airport Name: Jefferson Municipal Airport

Airport Sponsor Name: City of Jefferson, Iowa

Contact Person: Michael Palmer Title: City Administrator

Address: 220 N. Chestnut Street

City: Jefferson State: IA ZIP Code: 50129

Daytime Phone: 515-386-3111 E-mail: michaelp@cityofjeffersoniowa.org

FAX: N/A

Project Description: If applying for more than one project, list in order of priority. A separate project application data sheet is needed for each project.	Project Type	Total Project Amount	State Amount Requested	Percent State Share
Hangar Building Site Improvements	AIP	\$350,000	\$262,500	75%

The sponsor certifies that the information contained in this application is accurate and complete to the best of his/her knowledge.

Signature of Authorized Sponsor's Representative

City Administrator

Title

Michael Palmer
Typed Name

Date: 5/09/2023

e-Mail the signed application to: Shane.Wright@iowadot.us

**AIRPORT STATE FUNDING PROJECT
DATA SHEET**

Fiscal Year: 2024

Submit a separate data sheet for each project.

Airport: Jefferson Municipal Airport **Date:** 4/30/2023

Project Type (Check one only):
 Airport Improvement Program (AIP)
 Commercial Service Vertical Infrastructure (CSVI)
 General Aviation Vertical Infrastructure (GAVI)

Project Description:
 This project would provide the site improvements for a 100' x 100' Hangar being constructed. This would include grading, subbase, paving, storm sewer, utility relocation and other site related items.

Engineering Firm (If unknown, write unknown): Bolton & Menk, Inc.

Shown on current Airport Layout Plan (ALP) Yes No **Current ALP Date:** 9/21/2022 (As-Built ALP)

Sketch: Attach separate sketch from ALP if applicable.

Project Justification (Include detailed information and data to support need):
See attached justification

Detailed Cost Estimate (Attach separate sheet if necessary):
See attached cost estimate

	Amount	Percentage
Total Project Cost:	<u>\$350,000</u>	<u>100%</u>
Local Share:	<u>\$87,500</u>	<u>25%</u>
Requested State Share:	<u>\$262,500</u>	<u>75%</u>

Signature
 City Administrator, City of Jefferson

Sponsor's Title

Please e-mail the signed application to: Shane.Wright@iowadot.us

Hangar Building Site Improvements

Jefferson Municipal Airport
State Grant Application Justification

The hangar foundation, floor and building are being funded by a grant from the FAA. State funds are being requested to help with the required sitework to make the 100' x 100' hangar a reality for the Jefferson Municipal Airport. The hangar will have 80' x 24' clear door dimensions. Site improvements will include utility adjustments to allow for site construction, storm sewer improvements, grading, subbase, concrete, seeding and other site work needed to provide a complete operational site with widened access to the hangar.

The size of the new hangar will be able to accommodate aircraft in aircraft design group category (ADG) II, aircraft up to 75' wingspan. Currently the taxiway leading back to the site of the new hangar is wide enough to accommodate aircraft in ADG I.

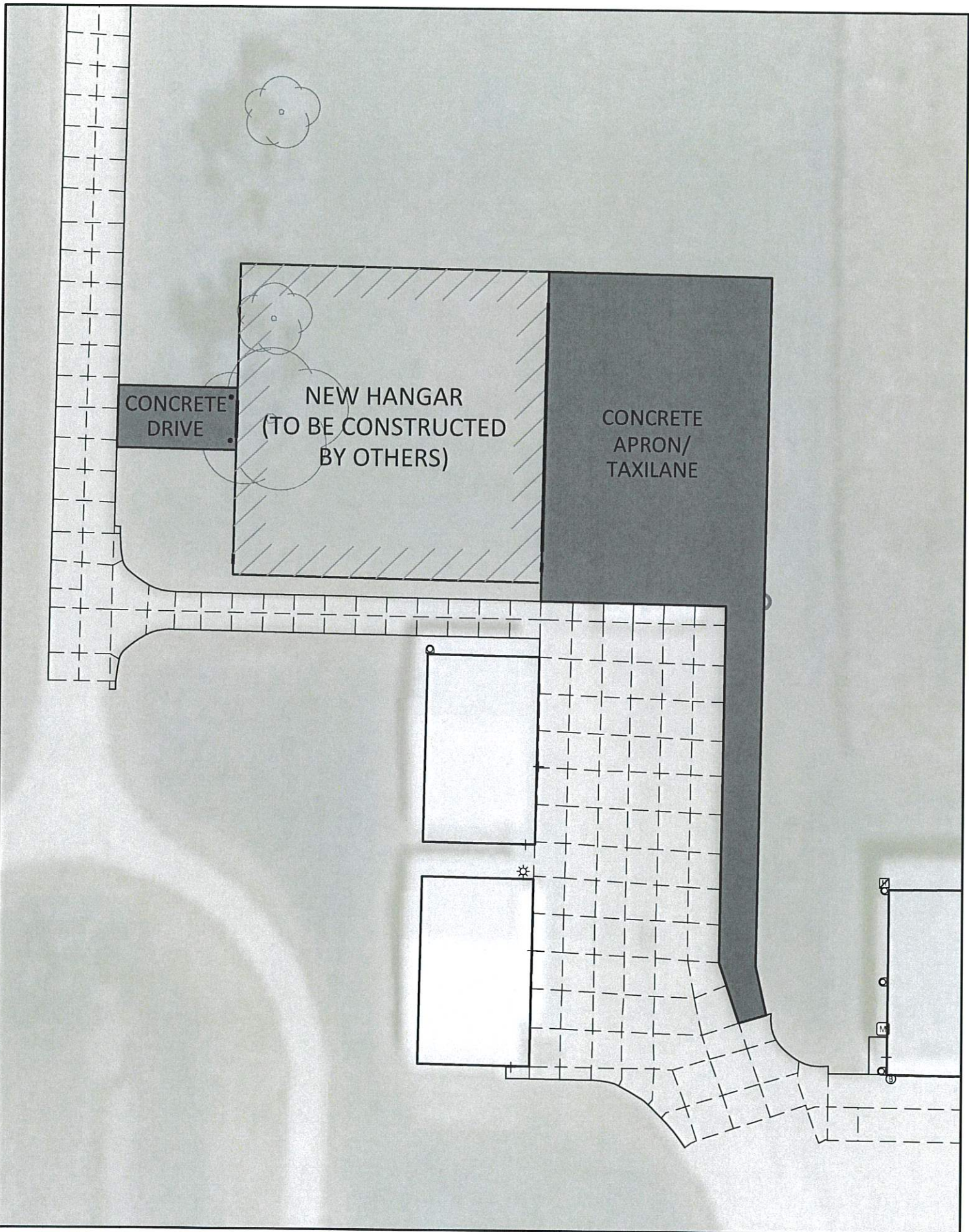
This state project, when done at the same time as the FAA funded hangar, will provide for efficient use of grant funding from the Iowa DOT to supplement the funds used from an FAA project to provide a large hangar that can be used by multiple aircraft and itinerant aircraft that come to the airport.

HANGAR BUILDING SITE IMPROVEMENTS

JEFFERSON MUNICIPAL AIRPORT

SKETCH

MAY 2023



U:\SH Drive Data\ Airports\ State Grants\IOWA CLIENTS\Washington\2024\Live Forms\Hangar Drawing.dwg 5/3/2023 10:31:33 AM

Hangar Building - Site Improvements

No.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL	Federal	0%	State	75%	Local	25%
1	EROSION CONTROL DEVICES	1	LS	\$ 7,000.00	\$ 7,000.00	\$	-	\$	5,250.00	\$	1,750.00
2	MOBILIZATION	1	LS	\$ 45,772.00	\$ 45,772.00	\$	-	\$	34,329.00	\$	11,443.00
3	TRAFFIC CONTROL	1	LS	\$ 16,000.00	\$ 16,000.00	\$	-	\$	12,000.00	\$	4,000.00
4	CONSTRUCTION SURVEY	1	LS	\$ 14,000.00	\$ 14,000.00	\$	-	\$	10,500.00	\$	3,500.00
5	REMOVAL OF STORM SEWER PIPE, 24" AND LESS	50	LF	\$ 60.00	\$ 3,000.00	\$	-	\$	2,250.00	\$	750.00
6	TREE REMOVAL	2	EA	\$ 1,500.00	\$ 3,000.00	\$	-	\$	2,250.00	\$	750.00
7	GRADING AND SUBGRADE PREP	100	CY	\$ 300.00	\$ 30,000.00	\$	-	\$	22,500.00	\$	7,500.00
8	AGGREGATE BASE COURSE, 6"	1555	SY	\$ 18.00	\$ 27,990.00	\$	-	\$	20,992.50	\$	6,997.50
9	SEPARATION GEOTEXTILE	1555	SY	\$ 4.00	\$ 6,220.00	\$	-	\$	4,665.00	\$	1,555.00
10	CONCRETE PAVEMENT, 6"	1465	SY	\$ 68.00	\$ 99,620.00	\$	-	\$	74,715.00	\$	24,905.00
11	PAVEMENT MARKINGS, SOLID YELLOW, WITH BEADS	1	LS	\$ 4,000.00	\$ 4,000.00	\$	-	\$	3,000.00	\$	1,000.00
12	8" HDPE STORM SEWER	120	LF	\$ 50.00	\$ 6,000.00	\$	-	\$	4,500.00	\$	1,500.00
13	STORM SEWER, TRENCHED, 15" RCP	32	LF	\$ 104.00	\$ 3,328.00	\$	-	\$	2,496.00	\$	832.00
14	STORM SEWER, TRENCHED, 12" RCP	80	LF	\$ 82.00	\$ 6,560.00	\$	-	\$	4,920.00	\$	1,640.00
15	4" PERFORATED SUBDRAIN	450	LF	\$ 30.00	\$ 13,500.00	\$	-	\$	10,125.00	\$	3,375.00
16	SUBDRAIN CLEANOUTS	4	EA	\$ 500.00	\$ 2,000.00	\$	-	\$	1,500.00	\$	500.00
17	SW-401, CIRCULAR MANHOLE, 48"	1	EA	\$ 4,600.00	\$ 4,600.00	\$	-	\$	3,450.00	\$	1,150.00
18	INTAKE SW-512, CASE 1	2	EA	\$ 2,600.00	\$ 5,200.00	\$	-	\$	3,900.00	\$	1,300.00
19	CONNECTION TO EXISTING STORM STRUCTURE	2	EA	\$ 1,500.00	\$ 3,000.00	\$	-	\$	2,250.00	\$	750.00
20	MANHOLE ADJUSTMENT, MINOR	1	EA	\$ 1,200.00	\$ 1,200.00	\$	-	\$	900.00	\$	300.00
21	UNDERGROUND WATER SERVICE LINE RELOCATION	1	LS	\$ 15,000.00	\$ 15,000.00	\$	-	\$	11,250.00	\$	3,750.00
22	SEEDING, FERTILIZING AND MULCHING	0.6	ACRE	\$ 13,350.00	\$ 8,010.00	\$	-	\$	6,007.50	\$	2,002.50

ENGINEERING & CONSTRUCTION ADMINISTRATION	\$	325,000.00	\$
ESTIMATED COST OPINION	\$	25,000.00	\$
SUBTOTAL	\$	350,000.00	\$
243,750.00	\$	81,250.00	\$
18,750.00	\$	6,250.00	\$
262,500.00	\$	87,500.00	\$

**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM (CIP)**

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Jefferson Municipal Airport, EFW, Jefferson, IA

Prepared by: Bolton & Menk

Sponsor's F-mail: michaelp@cityofjeffersoniowa.org

Date Prepared: April 2023

Sponsor's Signature: _____

Sponsor's Phone: (515) 386-3111

Printed Name: Michael Palmer

FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2024	Hangar Building Site Improvements (Iowa DOT Funded)	Federal: \$ BIL: \$ State: \$ 262,500.00 Local: \$ 87,500.00 Total: \$ 350,000.00	- - 262,500.00 87,500.00 350,000.00
2025	Fuel System Improvements - Jet Fuel	Federal: \$ BIL: \$ 318,000.00 State: \$ Local: \$ 50,000.00 Total: \$ 500,000.00	132,000.00 318,000.00 - 50,000.00 500,000.00
2025	Fuel System Improvements - AvGas Fuel (Iowa DOT Funded)	Federal: \$ BIL: \$ State: \$ 320,000.00 Local: \$ 80,000.00 Total: \$ 400,000.00	- - 320,000.00 80,000.00 400,000.00
2026	New Vault and Electrical Equipment	Federal: \$ BIL: \$ 159,000.00 State: \$ Local: \$ 30,000.00 Total: \$ 300,000.00	111,000.00 159,000.00 - 30,000.00 300,000.00
2027	Runway Crack and Joint Sealing	Federal: \$ BIL: \$ State: \$ Local: \$ 40,000.00 Total: \$ 400,000.00	360,000.00 - - 40,000.00 400,000.00

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- Women Persons with a Disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other _____

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

- Women Persons with a Disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other _____

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

The proposed grant projects are located within the confines of the Jefferson Municipal Airport property boundaries. The Jefferson Municipal Airport is a publicly owned facility. The purpose of the proposed improvement(s) is to benefit all users of the airport facility (including minority persons). There is no indication that the proposed improvement(s) will have a disproportionate or unique impact, positive or negative, on minority persons.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name: Michael Palmer

Title: City Administrator

Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a Disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 12, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

**RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION FOR IOWA DEPARTMENT OF TRANSPORTATION
AIRPORT FUNDING AND CERTIFYING ELIGIBILITY REQUIREMENTS**

WHEREAS, the City of Jefferson intends to apply for a grant from the Iowa Department of Transportation for partially funding improvements at the Jefferson Municipal Airport further described below:

- Hangar Building – Site Improvements – AIP Funding

WHEREAS, the City of Jefferson has/will budget \$87,500.00 for the Hangar Building - Site Improvements improvement project as matching funds in connection with the application of the grant from the Iowa DOT; and

WHEREAS, if the Hangar Building - Site Improvements improvement project is selected by the Iowa Department of Transportation for funding, a grant would pay 75% of the project cost and the remaining 25% shall be paid from local funds; and

WHEREAS the Iowa Department of Transportation requires a resolution endorsing the above-mentioned improvements and certifying availability of matching local funds.

WHEREAS a grant application has been prepared on behalf of the City of Jefferson by Bolton & Menk Inc. for the above-mentioned improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JEFFERSON, IOWA:

1. Staff are hereby authorized to execute grant application documents as need to apply for the grant from the Iowa DOT for the above-mentioned improvements.
2. Staff are hereby authorized to submit a grant application to the Iowa DOT for the above-mentioned improvements.
3. \$87,500.00 is hereby committed for the Hangar Building - Site Improvements improvement project as the local matching share, subject to receipt of a grant from the Iowa Department of Transportation.

Passed this 9th day of May 2023 and signed this 9th day of May 2023

By: _____
Mayor

Attest: _____
City Clerk

CITY OF JEFFERSON OPEN RECORDS POLICY

Policy Statement

The City of Jefferson (“City”) strives to create an open and transparent government. The Iowa Open Records Act and Federal Freedom of Information Act (FOIA) govern the City’s disclosure of its records. In order to provide the public simple and efficient access to all records covered by the Iowa Open Records Act and FOIA, the City adopts this Open Records Policy.

Scope of Policy

All records of or belonging to the City are public records and available for public examination and reproduction, except for those records which are defined by law as confidential and those records which are copyrighted.

Confidential Records

Confidential records are those records required or permitted by Iowa Code to be kept confidential. Public review, reproduction, or distribution of confidential records is not available. Confidential records may be withheld, and confidential information within an otherwise open record may be redacted prior to a record’s release for public examination and copying. Under Iowa Code Section 22.7, Confidential records include but are not limited to, medical records, employee-related files, documents concerning litigation or claims, and names or addresses of complainants.

Private Customer Information

Pursuant to Iowa Code Section 388.9A, the City does not permit the examination or reproduction of public records related to a City utility or enterprise, including private customer information. Private customer information includes any records of customers’ accounts and any information which identifies a specific customer, such as the customer’s home address or name.

Public Examination of Records

Members of the public may review public records at any time during the hours of 9:00 a.m. – 12:00 p.m. Noon and 1:00 p.m. to 4:00 p.m. Monday through Friday, excluding legal holidays and recesses. Records shall be examined under the supervision of the City’s authorized designee. Individuals seeking to examine the City’s public records shall submit a request to the City Clerk, Custodian of the City’s records (“Custodian”). Requests may be made without identification, reason, or motive for the request. The Custodian will make arrangements for examination of the records as soon as practicable, generally within 10 days. While most records requests can be fulfilled relatively quickly, the Custodian may need additional time to determine if a record contains confidential information. Iowa law permits custodians to take up to 20 days to assess the confidentiality of requested records.

Reproduction of Records

Individuals may obtain copies of public records during office hours upon request and payment of office fees, if applicable. An hourly fee established by the City’s currently adopted fee schedule will be assessed for retrieval of requested information. Additionally, a fee established by the City’s currently adopted fee schedule will be charged per page for paper copies of records unless the request can be fulfilled from existing copies. Except as permitted by law, copyright materials shall not be reproduced. Video recordings of city council meetings may be available online

CITY OF JEFFERSON OPEN RECORDS POLICY

through the City's Facebook page, but the City does not itself keep recordings of city council meetings.

CITY OF JEFFERSON OPEN RECORDS POLICY

Distribution of Records

Certain public records are available on the City's website (<https://cityofjeffersoniowa.org/>). These records include City Council agendas, approved minutes of City Council meetings, minutes of some committees, City resolutions, City ordinances, and other policies. Certain records are also published in the Jefferson Herald newspaper. Agendas and exhibits for City Council meetings are available at no charge at the meetings. Recordings of the Council meetings are streamed live with recordings available on the City's Facebook page, although the City makes no warranty as to the quality or quantity of those recordings and instead merely adheres to the policies and usage of Facebook.

REQUEST TO EXAMINE AND/OR COPY PUBLIC RECORDS
OF THE CITY OF JEFFERSON

Use of all, part or none of this form is optional and has no bearing on the response you will receive. Requests of an anonymous nature will also be honored. This form is merely offered for convenience only. Please note that this form is not confidential and may itself be subject to public disclosure pursuant to Iowa Code Chapter 22. Please note that the City is unable to provide confidential records as enumerated under Iowa Code § 22.7 and other chapters of the Iowa Code, including but not limited to private customer information related to utilities and enterprises pursuant to Iowa Code § 388.9A.

Requestor's Name: _____

Address: _____

City /State/Zip: _____

Phone Number: _____

E-mail Address: _____

Description of Record or Information Requested: (be as specific as possible):

Please tell us if you would like the record copied and sent to you by mail, whether you will pick it up or whether you would simply like to examine it. _____

Signature of Requestor Date of Request

You may expect a response to a request for non-confidential public information within ten (10) business days.

Office Use Only:

Date Received: _____ Response Date: _____ Records Available? Yes / No

Copies Made? Yes / No Number of Copies: _____ Fees Charged: \$ _____

If request denied, provide reason: _____

Jefferson Public Library

Meeting of the Board of Trustees
Monday, May 8, 2023 6:30 PM
Library Basement Meeting Room

AGENDA

- I. Call to Order
- II. Open Forum: this is a time for any concerned citizen to speak to the trustees about an item that is not on the agenda.
- III. Approval of Minutes of Previous Meeting
- IV. Approval of Expenditures
- V. Director's Report
 - A. Monthly Circulation & Usage Reports
 - B. Year-to-Date Monthly Financial Reports
 - C. Project updates
- VI. Old Business
 - A. Youth and adult programs – spring/summer
 - B. Personnel
- VII. New Business
 - A. Investments
 - B. Building repairs - faucets
- VIII. Next Meeting – Monday, June 12
- IX. Adjournment