

AGENDA

CITY COUNCIL MEETING
Tuesday, January 23, 2024
5:30 P.M.
CITY HALL COUNCIL CHAMBERS

The Public Hearing regarding the proposed change in zoning classification for property at 403 West Head Street will NOT be held at this meeting as the representative from KCG Development can not attend. The City Council will consider a resolution to set February 13, 2024 as the public hearing date.

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 three minutes per speaker.

III. CONSENT ITEMS:

- A. 1/9/24 regular Council minutes.
- B. Appoint Ted Semke to Jefferson Fire Department
- C. Approve Neighborhood Improvement Grant application from Terry Morrison.
- D. Fareway Stores, Inc. #888, Class E Retail Alcohol License
- E. Casey's General Store #1617, Class E Retail Alcohol License

IV. NEW BUSINESS:

- A. RESOLUTION Setting Public Hearing Regarding a Proposal to Change the Zoning Classification for Property at 403 West Head Street.
- B. Consider Purchase of Sanitation and Recycling Truck.
- C. RESOLUTION Approving Engagement of Piper Sandler & Co. for Assistance with General Obligation Bond Underwriting.
- D. RESOLUTION Setting date for public hearing and additional action on proposal to enter into a General Obligation Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$1,700,000.
- E. Library Readiness Study
- F. Pickleball Grant: Fiscal Sponsor Agreement
- G. ORDINANCE Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017, by Amending Provisions Relating to Organization of the Parks and Recreation Commission with consideration to waive 2nd and 3rd readings.
- H. ORDINANCE Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017, by Amending Provisions Pertaining to Oversized Water Meter Surcharges with consideration to waive 2nd and 3rd readings.
- I. Consider Approval of Contract with Seaborn Video Services
- J. Animal Shelter Name – Community Animal Shelter
- K. RESOLUTION: Approving \$150,000 Economic Development Forgivable Loan Agreement with Gregory Hacker and Shirley Hacker.
- L. RESOLUTION: Approving \$93,000 Economic Development Forgivable Loan Agreement with Jacob Keller and Jeanna M. Kellar.
- M. RESOLUTION Approving Engagement of Bolton & Menk, Inc. for General Engineering Services for 2024.
- N. Annual Report from Thomas Jefferson Gardens
- O. Jefferson Matters Quarterly Update

V. REPORTS:

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

VI. ADJOURN.

TO: Mayor and City Council Members
FROM: Scott Peterson, City Administrator
SUBJECT: General Information Memo
Regular City Council Session
Tuesday, January 23, 2024 5:30 p.m.

Neighborhood Improvement Grant: Terry Morrison, 207 E. Harrison Street, has removed an old garage on this property. Terry applied for a Neighborhood Improvement Grant and it is recommended to approve a grant for \$1,100, which is 50% of the costs.

Re-zoning KCG Housing Project: The Council had previously passed a resolution to hold the public hearing on the proposed re-zoning on January 23rd. The representative from KCG can not attend this meeting to present the project and answer questions. The Council is asked to pass another resolution setting February 13th as the public hearing date.

Sanitation Trucks: For several months, the Water, Sewer, Streets, Sanitation committee has been discussing the possible purchase of a new garbage packer and an automated truck to be used for recycling. This would change the way that recyclables are collected. Recycling would become "single stream" with all recyclables placed in 65-gallon containers that can be collected mechanically.

Dave Morlan will be at the Council meeting to discuss the possible purchases. The cost estimate is on page 9. The Water, Sewer, Streets, Sanitation committee recommends proceeding with these purchases.

Debt Issuance: To finance the purchase of the sanitation trucks and the East Lincoln Way Street project (cost estimate on page 10), it is proposed to issue up to \$1.7 million in General Obligation bonds. It is proposed that these bonds will be repaid over 10 years. The Finance Committee recommends proceeding with this debt issuance.

Piper Sandler is proposed to be the underwriter and placement agent. The Engagement Agreement with Piper Sandler begins on page 11.

If the Council wishes to proceed with the debt issuance, the Council would proceed to set a public hearing date on this issue. It is proposed to set a public hearing date for the Council meeting on February 13th.

Library Readiness Study: The Library Board has interviewed firms to assist with fundraising for their proposed Library Construction Project. Before beginning fundraising, it is strongly recommended to undertake a "Readiness Study." This is a study to determine the desire of the community to undertake the project and to estimate the private fundraising capacity.

Library Board representatives will be at the Council meeting to recommend hiring "Amperage" as the firm to assist with fundraising. The Library will ask the City to fund half of the costs of this readiness study, with the Library funding the other half with previously received donations. The cost of the study is \$28,000. It is proposed that the City's portion would come from Grow Greene funds.

Pickleball Grow Greene Grant: The Pickleball Committee is submitting a grant for the pickleball project. Representatives from the Pickleball Committee will be at the Council meeting to give an

update on the project and seek approval for the grant application, including approval that the City will act as the fiscal sponsor for the grant.

Park Board Membership: The Park & Rec Board would like make a couple of changes and clean-up school name issues in the City Code organizing the Board. They propose to change the members residing within the corporate limits from five to four, and to change what was previously described as residents of the Jefferson-Scranton school districts to two members residing in Greene County. An ordinance to implement these changes is on page 24.

Water Meter Surcharge: For several years, the City has billed surcharges to water customers with larger water meters. The amount of the surcharge varies depending on the size of the meter, and there is no surcharge for a typical 5/8" residential meter. The City has billed a surcharge of \$2.00 for customers with a 1" meter, but this is no longer included in the existing Code. An ordinance to address this inconsistency is on page 25.

Seaborn Video Contract: Included on page 26 is a contract with Seaborn Video Services to provide video services for City Council meetings. Cost is \$250 per meeting.

Animal Shelter Name: The Animal Shelter Committee has met to confirm the proposed name for the shelter is the "Community Animal Shelter." The Council is asked to approve the facility name.

Courtyard on State Street: Greg & Shirley Hacker are proposing a new event venue called "Courtyard on State Street" at 108 W. State Street. Beginning on page 30 is the forgivable loan agreement for \$150,000.

105 N. Chestnut – Keller: In 2022, the City had entered into a forgivable loan with Phillip Heisterkamp for a business at 105 N. Chestnut. This business never came to be and Phillip is selling the building to Jacob Keller for his martial arts business. Beginning on page 51 is an agreement with Keller for a forgivable loan. This agreement will also void the agreement with Heisterkamp upon the final sale of the property. The loan agreement with Keller includes an additional \$18,000 for drywall.

General Engineering Contract: Bolten & Menk proposes an updated agreement for General Engineering Services. This agreement states that 20 hours per month of engineering services are billed at a lower rate. 20 hours per month seems to be a good number that is only occasionally surpassed. The reduced rate is proposed to change from \$85 to \$95/hr. All other charges are billed per their normal rate schedule. The scope for this General Contract includes all non-project specific items and meetings. Project specific work will be completed under a separate professional services agreement. The contract was originally started in August 2019.

Thomas Jefferson Gardens: Bill Raney & Danille Curtis will be at the Council meeting to present an annual report from the Thomas Jefferson Gardens.

Jefferson Matters will present their quarterly update.

City of Jefferson

Neighborhood Improvement Incentive Program Application

Purpose:

The purpose of this grant program is to assist organizations, residents, and business owners within the City of Jefferson to strengthen their neighborhood's appearance, to promote the area to visitors, and to improve the quality of life.

Eligible Applicants:

- ◆ Eligible applicants are owner occupied property owners in the City of Jefferson who are committed to improve neighborhoods, promote the area, and improve the quality of life.

Eligible Projects to be Considered for Funding: (At least one of the items)

- ◆ Projects that demolish a structure, including grading and seeding the area, in residential or commercial and public or private property.
- ◆ Projects that correct violations of the current International Property Maintenance Code
- ◆ Project must be completed one year from application approval date.

Funding Requirements:

- ◆ Maximum request is \$2,000.
- ◆ Grant funds are available on a reimbursement basis only.
- ◆ Grants will generally be awarded on a 50/50 cash match basis up to \$2,000 on materials only.
- ◆ Before and after pictures are required for funding.

Applicant Information

Organization Name: Homeowner Project Name: Morrison garage
Contact Person: Terry Morrison Mailing Address: 207 E Harrison St.
City, State, Zip: Jefferson, IA 50129 Daytime Phone Number: (515) 391-0465
Application Date: Dec. 20, 2023 E-mail: steb223@aol.com
Total Project Cost: \$ 2,200.00 Amount requesting from this grant program: \$ 2,000
Project Address: 207 E Harrison St. Jefferson, IA 50129
Project Description: Tear out small garage and remove concrete
50/50 match (\$1,100.00)

The City Administrator and the Building Official will make final recommendations to the City Council regarding which projects should be funded. However, they will solicit input by utilizing, the City Engineer, City Department Staff, and/or City Council Members.

For More Information/Questions:

Contact the City Administrator, City Clerk or Building Official at 515-386-3111.

Approval Date: _____

Denial _____

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Murphy Construction

P. O. Box 109
Jefferson, la

(515)-370-8573



TO:
Terry Morrison
207 E Harrison St
Jefferson, la. 50129

Tear out small car garage and remove concrete.

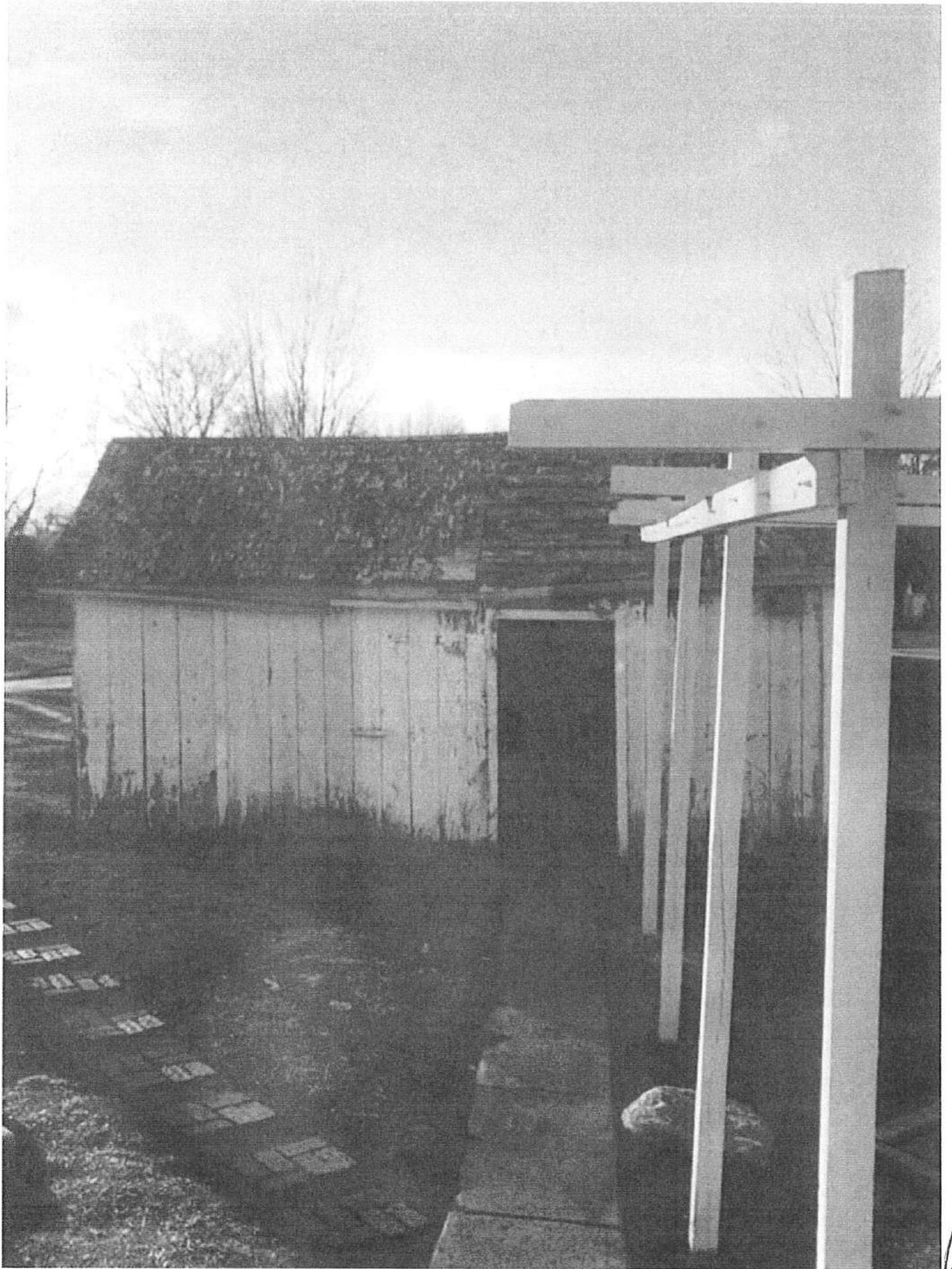
ITEMIZED ESTIMATE: TIME AND MATERIALS		AMOUNT
Date		
12/13	Remove garage and cement	\$2,200.00
Total Due		\$2,200.00

Thanks! Andy Murphy

12/13/2023
DATE

*paid
check # 1007
Andy Murphy*

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RESOLUTION NO. _____

A RESOLUTION SETTING PUBLIC HEARING REGARDING
A PROPOSAL TO CHANGE THE ZONING CLASSIFICATION FOR PROPERTY AT
403 WEST HEAD STREET

WHEREAS, the City of Jefferson has been presented with a proposal (the "Proposal") to amend the zoning regulations of the City of Jefferson by changing the zoning classification from Light Industrial (LI) to Residential Multi-Family (RM 3) for property locally known as 403 West Head Street and legally described as Lot 2 of the S 3/4 E 1/2 SE 1/4 SE 1/4 of Section 6, Township 83 North, Range 30 West of the 5th P.M., Greene County, Iowa; and

WHEREAS, the Planning and Zoning Commission of the City of Jefferson previously recommended the Proposal for City Council passage;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. The City Council shall meet at the Municipal Center in Jefferson, Iowa, on February 13, 2024, at 5:30 p.m., at which time and place a public hearing shall be held on the Proposal, at which hearing all local residents who appear shall be given an opportunity to express their views.

Section 2. The City Clerk of the City of Jefferson is hereby directed to publish notice of this proposal and of the public hearing on the proposal one time, not less than four days nor more than 20 days before the date of the meeting, in The Jefferson Herald, a legal newspaper published and having a general circulation within the City of Jefferson.

Section 3. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 4. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Adopted and approved on January 23, 2024.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk





3100 West 76th Street
 Davenport, IA 52806
 Ph: 563-391-4840

Elliott Sanitation Equip. Co.
 1245 Daves Avenue
 Lincoln, NE 68521
 Ph: 402-474-4840

4000 SE Beisser Drive
 Grimes, IA 50111
 Ph: 515-986-4840
 Fx: 515-986-9530

14001 Botts Rd.
 Grandview, MO 64030
 Ph: 816-761-4840

4400 E 60th Ave
 Commerce City, CO 80022
 Ph: 303-853-4840

Quote

Date	Quote #
10/16/2023	19808
Proposed Shipping Date	
Terms	
Net 30	
Rep	
MCB	

City of Jefferson
 220 N Chestnut
 Jefferson, IA 50129

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Quoted Prices are good for 60 days.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Equipment is due on receipt. Carts, Containers, Parts & service are Net 30 unless otherwise noted on your account. Balances over 30 days from the date of invoice are subject to finance charges up to 1.5% per month.

Qty	Item	Description	Price	Total
1	M2	2024 Freightliner M2, Cummins L9 300 HP diesel, Allison 3000RDS automatic, single axle with pusher axle, New Way 20 Cubic Yard Rear Load, reeving winch, kicker bar, two Perkins D6620 Cart tippers, color camera system, work lights, strobe lights, in cab controls for tailgate and eject.	228,800.00	228,800.00
1	11866E	2024 Peterbilt 520 tandem axle chassis PX9 370HP Allison 4500RDS, 20k front axle, 46k rear, PTO provision, New Way Sidewinder 31 cu yd automated side loader, frame mounted arm with 1,000lb capacity and 12' reach, pre crusher panel, triple camera system with 7" color monitor, work lights, and strobe lights. VIN: 116393, S/N: , JOB: 165253	387,500.00	387,500.00T
1,500	USD65M.Blue	Schaefer USD65M, 65 gallon M style cart with snap on plastic rims with rubber wheels	55.30	82,950.00T
1	Freight	Shipping & Handling on Carts **Freight only	6,890.00	6,890.00
1,500	Miscellaneous Eq...	Schaefer Assembly and Distribution of Carts	15.20	22,800.00T
		Customers Exempt From Sales Tax	0.00%	0.00

Total \$728,940.00

TO CONFIRM ORDER, SIGN AND RETURN

X _____

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January 16, 2024

Honorable Mayor and Members of the City Council
c/o Mr. Scott Peterson, City Administrator
City of Jefferson, Iowa
220 N. Chestnut Street
Jefferson, IA 50129

Re: Engagement Letter with Piper Sandler & Co.

Dear Mayor and Council Members:

We understand that the City of Jefferson, Iowa (the "Issuer" or "you") wishes to issue General Obligation Bonds (to finance street and equipment projects associated with the FY24-25 budget), (collectively, the "Bonds" or the "Project") and has selected Piper Sandler & Co. ("Piper", the "Underwriter", the "Placement Agent", or "we") to serve as underwriter or placement agent for the proposed issuance. We appreciate the opportunity to serve you in this manner. This letter will serve as an agreement regarding the terms of this engagement. In addition, we would like to take this opportunity to set forth some pertinent information about the financing process.

Although Piper intends to work closely with you during the period preceding the pricing and sale of the proposed Bonds with the aim of timely completion of the financing, we are not herein making a final commitment to underwrite bonds until certain events have occurred. Such a commitment is subject to, among other things, satisfactory completion and execution of all final documentation for an offering (including a Bond Purchase Agreement containing all provisions necessary to satisfy federal securities laws and the rules of the Municipal Securities Rulemaking Board, and all other applicable rules and regulations); absence of any material adverse change in the financial markets or in the financial condition, operations or prospects of the Issuer; receipts of all required governmental approvals and appropriate legal opinions; an underwriter's review ("due diligence") of the offering documents, as required under federal securities laws; the negotiation of appropriate indemnification; state blue sky reviews, as appropriate; and credit approval by Piper. This Agreement is therefore not a final commitment by Piper, express or implied, to underwrite, place, or purchase any securities, nor does it obligate the Underwriter to enter into a Bond Purchase Agreement. While we do not anticipate difficulties in the course of the proposed financing, and look forward to a successful conclusion to this engagement, we prefer to identify these conditions to our final commitment at the outset.

During the term of our engagement, we will, as appropriate to the Transaction:

- a) consult with you in planning and implementing the Transaction;
- b) prepare various options and numbers to financing the project as requested
- c) assist with securing a rating on the proposed Bonds
- d) assist you in preparing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the Transaction;
- e) assistance with disclosure counsel regarding the preparation of the official statement
- f) assist you in preparing for due diligence conducted by potential investors;
- g) identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- h) If a portion of any financing considered includes an advance refunding, subscribe for SLGS or acquire U.S. Treasury securities as agent for and on behalf of the Issuer
- i) consult with you in structuring the investment; and
- j) Coordinate the closing effort for the Bonds

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During the course of the engagement, Piper will participate in discussions with bond counsel, finance officials or internal legal counsel of the Issuer to assist in advising the Issuer, as part of the underwriting process, of various financial structures for the proposed offering and their probable reception in the municipal bond markets.

Piper will perform due diligence respecting any offering documents as part of their obligation under federal securities laws. If a final commitment to underwrite the Bonds is approved by Piper, and subject to the conditions described above, Piper will underwrite the Bonds and manage a public offering of the Bonds. Further details regarding the underwriting will be set forth in a Bond Purchase Agreement to be executed at the time of pricing of the Bonds. The Issuer and its chosen counsel agree to cooperate with and assist Piper in connection with such duties.

Compensation. As compensation for Piper's services, the Issuer will pay Piper a fee to be determined by the nature of the offering as set forth in Schedule A hereto. Fees will be payable to Piper as underwriter in the form of an underwriter's discount on the Bonds as set forth therein. The fees, disbursements and other charges of Piper's outside legal counsel will be added to the underwriter's discount. Piper will select such counsel in its sole discretion. Fees payable to Piper as Placement Agent shall be paid in immediately available funds at closing. The Placement Agent fee shall not be payable in the event the Transaction does not occur, other than for non-performance by the Issuer.

Termination. The Issuer may not terminate this Agreement at any time prior to completion of the Project other than for non-performance on the part of Piper, in which case the Issuer may terminate this agreement, and upon such termination, all fees due to Piper for time served assisting with the Project shall be due and payable immediately by the Issuer. Piper may terminate this Agreement at any time on 30 days written notice.

Assignment. Neither Piper nor the Issuer shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. In the event of acquisition of Piper by a third party firm, notice shall be given to the Issuer regarding the acquisition and the Issuer shall have the opportunity to consent to the assignment of this Agreement, which consent shall not be unreasonably withheld.

No Advisory or Fiduciary Role. You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. In rendering such services, we will act as an independent contractor. You acknowledge and agree that: (i) the primary role of Piper, as a placement agent or underwriter, is in an arms-length commercial transaction between you and Piper and Piper has financial and other interests that differ from your interests; (ii) Piper is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper has provided other services or is currently providing other services to you on other matters); (iii) the only obligations Piper has to you with respect to the Transaction contemplated hereby expressly are set forth in this Agreement; and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate in connection with the Transaction contemplated herein.

No Recourse for Tax Matters. No recourse shall be had against Piper for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Bonds or otherwise relating to the tax treatment of interest on the Bond.

Official Statement. The antifraud provisions of the federal securities laws apply to statements made by the Issuer, whether made in a Preliminary Official Statement, a final Official Statement, (collectively, "Offering Documents") on a website or in a rating agency presentation (if reasonably expected to reach investors) or if made by the Issuer in connection with secondary market information required to be disseminated under relevant contracts. The Issuer acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5. Under Rule 10b-5 (adopted pursuant to Section 10(b) of the Securities Exchange Act of 1934) ("10b5"), it is unlawful for any person, in connection with the disclosures made above, to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. The Issuer hereby acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with federal securities laws. The Issuer hereby further acknowledges its intention to certify as to the accuracy and completeness of the Offering Documents without limitation or qualification.

Piper will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond counsel. Piper will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. You agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

Failure of Piper to advise the Issuer respecting 10b5 shall not constitute a breach by Piper or any of its duties and responsibilities under this Agreement. The Issuer acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper, and the Issuer acknowledges its responsibility to attest to the accuracy and completeness of the Official Statement without limitation or qualification.

Governance. This Agreement will be governed by, and construed in accordance with, the laws of the State of Iowa, without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The Issuer and Piper each hereby irrevocably waive any right they may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or the transactions contemplated hereby.

Consent to Jurisdiction; Service of Process, Jury Trial. The parties each hereby (a) submits to the jurisdiction of the Federal court sitting in Des Moines, Iowa with respect to any actions and proceedings arising out of or relating to this Agreement, (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in the Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties each hereby agree to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby.

Issuer to Provide Information and Documents to Piper. The Issuer agrees to provide Piper all documents on which the Issuer has relied for purposes of certifying the Issuer is not aware of a material fact, nor has the Issuer omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, with respect to the issuance of the Bonds. The Issuer also agrees to complete and agrees to cause its agents and consultants to complete, upon request, answers and provide any documents requested by Piper as part of due diligence requested by Piper in compliance with the Underwriters duties and obligations with respect to MSRB, SEC or other regulatory requirements.

Indemnification. The Issuer will indemnify and hold harmless Piper, each individual, corporation, partnership, trust, association or other entity controlling Piper, any affiliate of Piper or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that the Official Statement, the information about the Client or any information provided by the Client to the Underwriter included (as of any relevant time) or includes an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) arising out of or based upon the breach by the Client of any agreement, covenant or representation made in or pursuant to this Bond Issuance Resolution, Tax Exemption Certificate, or any purchase agreement between the Client and the purchaser of the Bonds

Representations, Warranties and Agreements of the Issuer. You represent and warrant to, and agree with us, that:

- a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;
- b) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the Transaction. You agree to notify us promptly of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Material, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;
- c) you will make available to us such documents and other information which we reasonably deem appropriate and will provide us with access to your officers, directors, employees, accountants, counsel and other representatives; it being understood that we will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and
- d) at the closing, you will permit us to rely on your representations and warranties and cause your counsel to permit us to rely upon any opinion, furnished to any purchaser of Securities.

No Liability for Final Numbers. To the extent that we provided the Issuer and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are made using software licensed to Piper by a third-party vendor, DBC, and are provided for informational purposes only. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

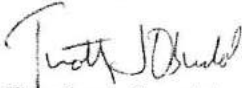
Miscellaneous. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both the Underwriter and Issuer except that to the extent that any term of an executed Bond Purchase Agreement conflicts with the terms of this Agreement, in which case the terms of the Bond Purchase Agreement shall have precedence.

Honorable Mayor and Members of the City Council
Page Five
January 16, 2024

This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this letter agreement. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions. This agreement is solely for the benefit of you and us, and no other person [(other than the Indemnified Persons set forth in Annex A hereto)] will acquire or have any rights by virtue of this agreement.

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to Piper, the enclosed original copy of this Agreement.

Very truly yours,



Timothy J. Oswald
Managing Director

Please acknowledge your acceptance by indicating below:

City of Jefferson, Iowa

Title:

Date:

Acknowledgement of Approval of Engagement and Confirmation of Receipt of the Appendix A and B Disclosures

Schedule A – Maximum Fees

Underwriter

All fees are calculated based on either the par amount of bonds offered or the gross initial offering proceeds, whichever is higher.

For amounts up to \$2M, a maximum fee of 1.4%

For amounts above \$2M but below \$5M, a maximum fee of 1.2%

For amounts above \$5M, a maximum fee of 1%

Placement Agent

Maximum of 1.40% of the par amount of bonds sold

Annex A

You agree to (i) indemnify and hold harmless us, our affiliates (within the meaning of the Securities Act of 1933), and each of our respective partners, directors, officers, agents, consultants, employees and controlling persons (within the meaning of the Securities Act of 1933) (each of Piper Sandler and such other person or entity is hereinafter referred to as an "Indemnified Person"), from and against any losses, claims, damages, liabilities and expenses, joint or several, and all actions, inquiries, proceedings and investigations in respect thereof, to which any Indemnified Person may become subject arising out of or in connection with our engagement or any matter referred to in the agreement to which this Annex A is attached and of which this Annex A forms a part (the "Agreement"), regardless of whether any of such Indemnified Persons is a party thereto, and (ii) periodically reimburse an Indemnified Person for such person's legal and other expenses as may be incurred in connection with investigating, preparing, defending, paying, settling or compromising any such action, inquiry, proceeding or investigation, whether or not such action, inquiry, proceeding or investigation is initiated or brought by you, your creditors or stockholders, or any other person. You are not responsible under clause (i) of the foregoing sentence for any losses, claims, damages, liabilities or expenses to the extent that such loss, claim, damage, liability or expense has been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. To the extent that any prior payment you made to an Indemnified Person is determined to have been improper by reason of such Indemnified Person's gross negligence or willful misconduct, such Indemnified Person will promptly pay you such amount.

If the indemnity or reimbursement referred to above is, for any reason whatsoever, unenforceable, unavailable or otherwise insufficient to hold each Indemnified Person harmless, you agree to pay to or on behalf of each Indemnified Person contributions for losses, claims, damages, liabilities or expenses so that each Indemnified Person ultimately bears only a portion of such losses, claims, damages, liabilities or expenses as is appropriate (i) to reflect the relative benefits received by each such Indemnified Person, respectively, on the one hand and you and your stockholders on the other hand in connection with the Transaction or Sale, or (ii) if the allocation on that basis is not permitted by applicable law, to reflect not only the relative benefits referred to in clause (i) above, but also the relative fault of each such Indemnified Person, respectively, and you as well as any other relevant equitable considerations; provided, however, that in no event will the aggregate contribution of all Indemnified Persons to all losses, claims, expenses, damages, liabilities or expenses in connection with any Transaction or Sale exceed the amount of the fee actually received by us pursuant to the Agreement. The respective relative benefits received by us and you in connection with any Transaction or Sale will be deemed to be in the same proportion as the aggregate fee paid or proposed to be paid to Piper Sandler in connection with the Transaction or Sale bears to the aggregate consideration paid or proposed to be paid in the Transaction or Sale, whether or not consummated.

Promptly after its receipt of notice of the commencement of any action or proceeding, any Indemnified Person will, if a claim in respect thereof is to be made against you pursuant to this letter, notify you in writing of the commencement thereof; but omission so to notify you will not relieve you from any liability which you may have to any Indemnified Person, except your obligation to indemnify for losses, claims, damages, liabilities or expenses to the extent that you suffer actual prejudice as a result of such failure, but will not relieve you from your obligation to provide reimbursement of expenses and any liability which you may have to an Indemnified Person otherwise than hereunder. If you so elect, you may assume the defense of such action or proceeding in a timely manner, including the employment of counsel (reasonably satisfactory to us) and payment of expenses, provided you permit an Indemnified Person and counsel retained by an Indemnified Person at its expense to participate in such defense. Notwithstanding the foregoing, in the event (i) you fail promptly to assume the defense and employ counsel reasonably satisfactory to us, or (ii) the Indemnified Person has been advised by counsel that there exist actual or potential conflicting interests between you or your counsel and such Indemnified Person, an Indemnified Person may employ separate counsel (in addition to any local counsel) to represent or defend such Indemnified Person in such action or proceeding, and you agree to pay the fees and disbursements of such separate counsel as incurred; provided however, that you will not, in connection with any one such action or proceeding, or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for fees and expenses of more than one separate firm of attorneys (in addition to any local counsel).

You will not, without our prior written consent, settle or compromise or consent to the entry of any

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judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought under the Agreement, unless such settlement, compromise or consent includes an express, complete and unconditional release of us and each other Indemnified Person from all liability and obligations arising therefrom. Without your prior written consent, which will not be unreasonably withheld, delayed or conditioned, no Indemnified Person will settle or compromise any claim for which indemnification or contribution may be sought hereunder. Notwithstanding the foregoing sentence, if at any time an Indemnified Person requests that you reimburse the Indemnified Person for fees and expenses as provided in the Agreement, you agree that you will be liable for any settlement of any proceeding effected without your prior written consent if (i) such settlement is entered into more than 30 days after receipt by you of the request for reimbursement, and (ii) you will not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement.

You also agree that no Indemnified Person will have any liability (whether in contract, tort or otherwise) to you or your affiliates, directors, officers, employees, agents, creditors or stockholders, directly or indirectly, related to or arising out of the Agreement or the services performed thereunder, except losses, claims, damages, liabilities and expenses you incur which have been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. In no event, regardless of the legal theory advanced, will any Indemnified Person be liable for any consequential, indirect, incidental, special or punitive damages of any nature. Your indemnification, reimbursement, exculpation and contribution obligations in this Annex A will be in addition to any rights that any Indemnified Person may have at common law or otherwise.

You understand that in the event that you reimburse Piper Sandler pursuant to this Annex A for the fees and expenses of its counsel, such reimbursement will be made on the basis of counsel's generally applicable rates, which may be higher than the rates that counsel charges Piper Sandler for other matters based on arrangements that it has entered into with such counsel.

Capitalized terms used, but not defined in this Annex A, have the meanings assigned to such terms in the Agreement.

Preliminary estimated Payment Schedule & pre-levy schedule

<u>Pmt year</u>	<u>Interest Rate</u>	<u>Principal</u>	<u>New Bond Interest</u>	<u>Total P&I</u>	<u>Levy Rate</u>
6/1/25	3.95%	80,000	67,150	147,150	0.76
6/1/26	3.95%	155,000	63,990	218,990	1.14
6/1/27	3.95%	160,000	57,868	217,868	1.13
6/1/28	3.95%	165,000	51,548	216,548	1.12
6/1/29	3.95%	170,000	45,030	215,030	1.11
6/1/30	3.95%	180,000	38,315	218,315	1.13
6/1/31	3.95%	185,000	31,205	216,205	1.12
6/1/32	3.95%	195,000	23,898	218,898	1.13
6/1/33	3.95%	200,000	16,195	216,195	1.12
6/1/34	3.95%	210,000	8,295	218,295	1.13
Totals		1,700,000	403,493	2,103,493	

RESOLUTION NO. _____

A RESOLUTION APPROVING ENGAGEMENT OF
PIPER SANDLER & CO FOR
ASSISTANCE WITH GENERAL OBLIGATION BOND UNDERWRITING

WHEREAS, the City of Jefferson has or will have the need to issue general obligation bonds (the "Bonds") to finance street and equipment project associated with the 2024-2025 City budget; and

WHEREAS, Piper Sandler & Co. of Des Moines, IA, has offered assistance with the issuance of the Bonds as needed pursuant to a written engagement letter; and

WHEREAS, the City desires to engage Piper Sandler & Co. for the purposes of such underwriting, as may be needed; and

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. The City shall engage Piper Sandler & Co. for the purposes of assistance with underwriting the Bonds, all as may be needed, for the 2024-25 budget period. Engagement of Piper Sandler & Co. does not obligate the City to issue any Bonds.

Section 2. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 3. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on January 23, 2024.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

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RESOLUTION NO. _____

Resolution setting date for public hearing and additional action on proposal to enter into a General Obligation Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$1,700,000

WHEREAS, the City of Jefferson (the "City"), in Greene County, State of Iowa proposes to enter into a General Obligation Loan Agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$1,700,000 for the purpose of purpose of paying the costs, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) acquiring vehicles and equipment for the collection of solid waste (collectively, the "Projects"), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. This City Council shall meet on February 13, 2024, at the City Hall, 220 N. Chestnut Street, Jefferson, Iowa, at 5:30 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,700,000

(GENERAL OBLIGATION)

The City Council of the City of Jefferson, Iowa (the "City"), will meet on February 13, 2024, at the City Hall, 220 N. Chestnut Street, Jefferson, Iowa, at 5:30 o'clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$1,700,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) acquiring vehicles and equipment for the collection of solid waste.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Jefferson, Iowa.

Roxanne Gorsuch
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$1,700,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for such Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved January 23, 2024.

Mayor

Attest:

City Clerk

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISION
RELATED TO ORGANIZATION OF THE PARKS AND RECREATION COMMISSION

Be it enacted by the City Council of Jefferson, Iowa:

SECTION 1. Section Amended. Section 24.01 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is hereby amended by deleting it in its entirety, and replacing it with the following:

24.01 COMMISSION ESTABLISHED. There is established a Parks and Recreation Commission consisting of nine members. Four of the members shall be residents of the City and the other two members shall be residents of Greene County (residing either within or outside the City). These six members shall be appointed by the Mayor with the approval of the Council. The term of these five members shall be three years, with two members appointed or reappointed each year for a three-year term. The seventh and eight members of the Commission shall be members of the Council and shall be appointed annually by the Mayor with approval of the Council. The ninth member of the Commission shall be appointed by the Greene County Community School District Board of Directors for such term and with such qualifications as it may determine.”

SECTION 2. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. When effective. This ordinance shall be effective as of the beginning of the monthly water and sewer billing cycle that commences immediately after this ordinance is published as required by law.

Finally passed by the Council and approved on _____, 2024.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

- - - -

I hereby certify that the foregoing ordinance was published in The Jefferson Herald on _____, 2024.

Roxanne Gorsuch, City Clerk

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ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISION
PERTAINING TO OVERSIZED WATER METER SURCHARGES

Be it enacted by the City Council of Jefferson, Iowa:

SECTION 1. Section Amended. Section 92.03 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

92.03 SURCHARGES. In addition to the water usage charge, there shall be a monthly surcharge for premises served by oversized water meters and for premises located outside the City limits as follows:

(Code of Iowa, Sec. 364.4 and 384.84)

1. Meters with 1-inch service line - \$2.00.
2. Meters with 1¼-inch service line - \$6.00.
3. Meters with 1½-inch service line - \$8.00.
4. Meters with 2-inch service line - \$18.00.
5. Meters with 3-inch service line - \$40.00.
6. Service outside City limits - An additional forty percent of the total charges for water usage.

SECTION 2. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. When effective. This ordinance shall be effective as of the beginning of the monthly water and sewer billing cycle that commences immediately after this ordinance is published as required by law.

Finally passed by the Council and approved on _____, 2024.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

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**CITY OF JEFFERSON
LIVESTREAMING SERVICES AGREEMENT**

This Livestreaming Services Agreement ("Agreement") is entered into between the City of Jefferson, Iowa (the "City") and Sebourn Video Services, LLC ("SVS"), (collectively the "Parties") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective as _____, 2024 ("Effective Date").

RECITALS

- A. The City desires to enter into this Agreement in order to obtain video livestreaming services for scheduled city council meetings as outlined in this Agreement; and
- B. SVS has available and offer to provide personnel and equipment necessary to provide said services in accordance with this Agreement; and
- C. SVS is in the business of providing streaming video services for businesses and governmental entities; and
- D. On the basis of and in reliance upon such representations by SVS and others made herein and in SVS's proposal, the City desires to engage SVS to provide the work and services described herein under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, the City and SVS agree as follows:

1. **SERVICES TO BE PERFORMED BY SVS.** SVS agrees to film and livestream all meetings of the City Council of the City. SVS shall broadcast the livestream to the City's Facebook Live and YouTube Live pages. Following the livestream, SVS shall ensure full recordings of the meetings are published to the City's Facebook and YouTube accounts. To the extent that there are recordings made pursuant to this Agreement, those recordings shall be considered property of the City.

2. **STREAMING EQUIPMENT.** SVS agrees to provide and temporarily install all necessary hardware, software, cameras, wiring, and related equipment and materials necessary to perform the services specified in this Agreement. All equipment procured and used by SVS for the performance of services shall be owned solely by SVS and shall remain the property of SVS. SVS shall hold harmless the City for any and all damage or theft of SVS property related to the services provided herein.

3. **DURATION.** This Agreement shall become effective on the day written above and shall continue in force until December 31, 2024, unless sooner terminated by mutual assent or as provided in this Agreement. The Parties may renew this Agreement for additional one-year terms upon execution of a satisfactory writing. The City shall notify SVS by October 31, 2024 of its decision regarding renewal of the Agreement for a period of one (1) year upon the same terms and conditions, which shall be solely at the discretion of the City.

4. CONSIDERATION. SVS agrees to provide the services described in this Agreement in exchange for the following consideration:

A. Payment of \$250 for each meeting of the City Council.

B. Payment of an additional \$50 for each City Council meeting hosted on Zoom or other video conferencing software.

5. PAYMENT TERMS. SVS shall issue an invoice for the previous month's services, which shall be due and payable 30 days after the City's receipt of the invoice. SVS shall invoice the City in advance for the December 2024 meeting, which shall be paid with the invoice for November 2024 meetings.

6. INDEPENDENT CONTRACTOR. The Parties agree that SVS enters into this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute SVS or any of its agents or employees as an agent, employee or representative of the City. Furthermore, nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, joint enterprise, or to allow City to exercise unreasonable direction or control over the manner in which SVS performs its work and services that are the subject of this Agreement. SVS is solely responsible for all labor and expenses in connection with this Agreement and for all damages arising out of SVS's performance of this Agreement.

7. SVS WARRANTIES, OBLIGATIONS AND REPRESENTATIONS. All services to be provided by SVS shall be performed in accordance with this Agreement. SVS represents and warrants it has the skills, expertise, and experience to perform the work and services to provide and implement video livestreaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other clients. SVS shall furnish the qualified personnel, materials, equipment, and other items necessary to carry out the terms of the Agreement. SVS shall be responsible for and in full control of the work of all such personnel. SVS warrants and represents that all Equipment and other goods and materials provided by SVS shall be safe, fully operational, and will not cause injury or damage to any person or property, and that all persons provided by SVS to perform the work and services under this Agreement shall be adequately trained and capable of performing the work and services. SVS shall comply with all applicable laws, statutes, regulations, ordinances, rules, and orders of the federal, state and local government, which may affect the performance of this Agreement. SVS warrants and represents that is a duly organized limited liability company, validly existing and in good standing under the laws of Iowa; that it has the legal capacity to enter into this Agreement; and that the execution, delivery and performance of this Agreement has been authorized by all actions required on the part of SVS.

8. CITY INSPECTION. Although SVS is responsible for control and supervision of work and services performed under this Agreement, the work and services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion.

9. NOTICE. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed given and received when delivered to the recipient by first-class mail (or an equal or better form of delivery) at the following addresses:

To the City:
220 N. Chestnut St.
Jefferson, IA 50129
Attn: Scott Peterson

To SVS:
Sean Sebourn
205 E. Madison St.
Jefferson, IA 50129

10. INDEMNIFICATION. SVS agrees to indemnify, save and hold harmless the City and their respective officers, officials, agents, employees and volunteers from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent act, omission, negligence or misconduct of SVS, or any of SVS's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under applicable workers' compensation laws or arising out of the failure of SVS to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. SVS shall be responsible for defense, and judgment costs where this indemnification is applicable.

11. REMEDIES. In the event SVS fails to timely perform adequate services under this Agreement or defaults in any other manner, the City may declare SVS in default under this Agreement. Upon default, the City shall have the option to terminate the Agreement and withhold compensation for future services yet to be performed in addition to any and all remedies available at law. The City shall provide written notice of the circumstances causing default and intentions regarding termination of the Agreement. The City's election to not declare SVS in default upon the occurrence of circumstances constituting a default shall not relieve SVS of its obligations under this Agreement, nor shall the City be deemed to have waived any of its rights under the Agreement.

12. WAIVER. No delay or omission by the City in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the City from any or further exercise of any right or remedy.

13. COMPLETE AGREEMENT; WRITTEN AMENDMENTS. This document constitutes the entire agreement between the parties. Any representations or statements made by any party and not incorporated herein do not constitute part of the agreement. Any amendments to this agreement must be in writing and signed by the respective parties.

14. ATTORNEYS' FEES. In the event that any party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the

breaching party or parties shall reimburse the non-breaching party or parties for all costs, including reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

15. CHOICE OF LAW; VENUE. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Iowa including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within the State of Iowa, County of Greene.

16. SEVERABILITY. The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

17. ASSIGNMENT. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be sold, assigned, pledged, subcontracted, transferred or otherwise conveyed by any means whatsoever by Party without prior written consent of the other, and any sale, assignment, pledge, subcontract, transfer or other conveyance by either party without the other party's prior written consent shall be null and void.

Now, therefore, the City and SVS have executed this Agreement upon the terms and conditions herein.

SEBOURN VIDEO SERVICES, LLC

CITY OF JEFFERSON

Sean Sebourn, Manager

By: _____
Craig Berry, Mayor

Date

Date

ATTEST

Roxanne Gorsuch, City Clerk

Date

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ECONOMIC DEVELOPMENT FORGIVABLE LOAN AGREEMENT

This Economic Development Forgivable Loan Agreement is dated _____, 2024, and is between the City of Jefferson, Iowa (the “**City**”), and Gregory Hacker and Shirley Hacker (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 214 E. State Street, legally described as follows:

Lot 99 and Lot 100 (Except the East 44 feet of said Lot 100), in Block 11, 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 just acquired ownership of the Development Property and plans to make renovations and improvements to the property in the approximate amount of \$386,000.00 to make it suitable as a venue for local events and short-term vendors (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 venue and event space.

(b) **Advance of Loan.** City shall advance the proceeds of the Loan following closing to the Developer upon submission of one or more, but not more than four, requests for reimbursement or payment of Project costs, 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 one-year 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 February 15, 2025.

(e) **Note.** At the time of closing 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 first lien against such property (the "**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 Event Space and Vendor Space. Developer, for a minimum period of 10 years starting from completion of the Project, shall own, operate, and keep in operation a venue for event space rental, and additionally for hosting vendors for short-term shopping rental space.

(e) Developer shall provide the City with proof of insurance every year on the anniversary of this Agreement until the Loan has been completely forgiven.

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

(g) 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.

(h) 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 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) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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) If Developer has not substantially completed the Project within 12 months of the date of the Agreement;

(vi) 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;

(vii) 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;

(viii) 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

(ix) 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:

Gregory Hacker & Shirley Hacker
103 Briarwood Bend
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.

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

DEVELOPER

Gregory Hacker

Shirley Hacker

CITY OF JEFFERSON

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

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PROMISSORY NOTE

\$150,000.00

Jefferson, Iowa
_____, 2024

For value received, the undersigned, Gregory Hacker and Shirley Hacker, a married couple, (collectively, 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 February 15, 2034.

Pursuant to that certain Economic Development Forgivable Loan Agreement between the City and Borrower dated _____, 2024 (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 214 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 \$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 202 South Chestnut Street in Jefferson, Iowa.

BORROWER

Gregory Hacker

Shirley Hacker

Witness:

RESOLUTION NO. _____

A RESOLUTION APPROVING \$150,000 ECONOMIC DEVELOPMENT
FORGIVABLE LOAN AGREEMENT
WITH GREGORY HACKER AND SHIRLY HACKER

WHEREAS, the City of Jefferson, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Jefferson Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, the Jefferson Urban Renewal Plan, as amended, provides that eligible urban renewal projects include the City providing incentives to persons to make repairs and improvements to buildings in the downtown area of the Urban Renewal Area, including repairs and improvements to roofs, exterior and interior walls, foundations, front facades, flooring, ceilings, and electrical, plumbing, and HVAC systems; and

WHEREAS, a proposed Economic Development Forgivable Loan Agreement between the City and Gregory and Shirley Hacker (collectively, the "Developer") is before this Council, pursuant to which agreement the City would make a \$150,000 economic development loan to the Developer (forgivable over a period of 10 years) for the purpose of making improvements to a building acquired by the Developer located at 214 East State Street that will enable the Developer to create a venue for local events and short-term vendors for shopping events (the "Event Space Project"); and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds that:

- (a) The Event Space Project will add diversity and generate new opportunities for the Jefferson and Iowa economies;
- (b) The Event Space Project will generate public gains and benefits, particularly in promoting visits to the Jefferson community by persons from outside the community that will result in the patronage of local businesses, which are warranted in comparison to the amount of the proposed incentive.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by entering into the Economic Development Forgivable Loan Agreement and providing the forgivable loan to Gregory and Shirley Hacker.

Section 3. The Economic Development Forgivable Loan Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 5. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on January 23, 2024.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

ECONOMIC DEVELOPMENT FORGIVABLE LOAN AGREEMENT

This Economic Development Forgivable Loan Agreement is dated _____, 2024 and is between the City of Jefferson, Iowa (the “**City**”), and Jacob Keller and Jeana M. Keller (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 will acquire property in the downtown area of Jefferson located at 105 N. Chestnut Street, legally described as follows:

Parcel B of Lot 146, in the Original Town (now City) of Jefferson, Greene County, Iowa.

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

In 2022, Heisterkamp Properties, LLC, as the current owner of the Development Property, previously entered into an agreement with the City, where the City agreed to sell and Heisterkamp Properties, LLC agreed to purchase the Development Property with Heisterkamp Properties, LLC agreeing to complete improvements to the Development Property in exchange for a series of forgivable loans totaling \$75,000.00 secured by promissory notes of \$51,000.00 and \$24,000.00 and corresponding mortgages. Heisterkamp Properties, LLC, has not utilized any City funds to improve the Development Property.

Heisterkamp Properties, LLC and Developer have now entered into an agreement for Heisterkamp Properties, LLC to sell and Developer to purchase the Development Property with Developer accepting assignment of the notes and mortgage (collectively the “**Development Documents**”).

Developer has acquired ownership of the Development Property and plans to continue making renovations and improvements to the property agreed to by the previous owner and specified in the plans submitted to the City (the “**Project**”).

Developer and Heisterkamp Properties, LLC have requested the City accept the assignment of the economic development forgivable loan to Developer to allow Developer to continue the rehabilitation of the Development Property in conjunction with the Project, 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 allow for the assignment of the Development Documents from

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Heisterkamp Properties, LLC, to Developer, and Developer agrees to accept said assignment of the Development Documents and become obligated to City for the remaining sum of the original \$75,000.00 loan made to Heisterkamp Properties, LLC. Additional funds are required for improvements and repairs to drywall in an amount not to exceed \$18,000.00. The City shall grant a forgivable loan of \$51,000.00 (the “**\$51,000.00 Loan**”) to provide funds for the acquisition of the Development Property, as well as a \$42,000.00 forgivable loan (the “**\$42,000.00 Loan**”) to provide funds for the improvements of the Development Property, of which \$18,000.00 shall be utilized exclusively for drywall improvements and repairs (collectively the “**Loan**”). Subject to Developer’s fulfillment of the terms of this Agreement, the \$51,000.00 Loan will be forgiven by the City in 10 equal annual installments of \$5,100.00 each beginning on the one year anniversary of the assignment of the Development Documents. Subject to Developer’s fulfillment of the terms of this Agreement, the \$42,000.00 Loan will be forgiven by the City in 10 equal annual installments of \$4,200.00 each beginning on the one year anniversary of the assignment of the Development Documents. 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 \$9,300.00 beginning on the one year anniversary of the assignment of the Development Documents.

(e) Note. Developer shall accept assignment of and deliver to City its \$51,000.00 and \$42,000.00 promissory notes (the “**\$51,000 Note**” and “**\$42,000 Note**”, respectively, collectively the “**Note**”), copies of which are attached to this agreement as Exhibit A.

2. **Security.** As security for the repayment of the Loan and for Developer’s performance under this agreement, Developer shall execute and deliver to the City new real estate mortgages (collectively the “**Mortgages**”), upon the same terms as the previous mortgages granted to the City covering the Development Property, which were recorded on September 30, 2022 as Instrument Nos. 2022-1693 and 2022-1694. The Mortgages shall be a lien against such property. Developer warrants that there is no other indebtedness upon or related to the Property 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 Notes and the Mortgages.
- (b) City shall have received written documentation showing the sale of the Development Property from Heisterkamp Properties, LLC, to Developer.
- (c) Borrower shall complete and deliver to City a Form W-9 certifying its federal tax classification and tax identification number.
- (d) **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.
- (e) **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. Developer further agrees that of the \$42,000.00 in available funds for improvements, \$18,000.00 of that amount shall be used exclusively for drywall improvements and repairs.
- (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) Developer agrees it will continuously operate, for a period of 10 years, its currently utilized usable square footage at the Development Property, to be operated as a martial arts gym and academy.
- (e) Developer shall provide the City with proof of insurance every year on the anniversary of this Agreement until the Loan has been completely forgiven.

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

(g) **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.

(h) **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

With a copy to:

David F. Morain
Hoyt, Morain & Hommer, P.C.
101 N. Grimmell Rd.
Jefferson, IA 50129

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

Jacob Keller

Jeana M. Keller

CITY OF JEFFERSON

By: _____
Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

PROMISSORY NOTE

\$51,000.00

Jefferson, Iowa
_____, 2024

For value received, the undersigned, Jacob Keller and Jeann M. Keller (the “**Borrowers**”), collectively and individually, promise to pay to the order of the City of Jefferson (the “**City**”), the principal sum of \$51,000.00, with no interest, on _____, 2034.

Pursuant to that certain Agreement for Sale and Redevelopment of Property between the City and Borrowers dated _____, (the “**Agreement**”), the City has made a forgivable loan to the Borrowers in the principal amount of \$51,000.00 (the “**\$51,000.00 Forgivable Loan**”), which amount represents the purchase price of the Property sold to the Borrowers under the Agreement, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

The \$51,000.00 Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

Payment of principal of the \$51,000.00 Forgivable Loan, if required, shall be made to the City at the following address: City of Jefferson, Attn: City Clerk, 220 North Chestnut Street, Jefferson, IA 50129, unless sooner forgiven in accordance with the Agreement.

Borrowers 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 Borrowers agree 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 the Property sold to the Borrowers under the Agreement.

Jacob Keller

Jeanna M. Keller

Witness: _____

PROMISSORY NOTE

\$42,000.00

Jefferson, Iowa

_____, 2024

For value received, the undersigned, the undersigned, Jacob Keller and Jeann M. Keller (the "**Borrowers**"), collectively and individually, promise to pay to the order of the City of Jefferson (the "**City**"), the principal sum of \$42,000.00, with no interest, on _____, 2034.

Pursuant to that certain Agreement for Sale and Redevelopment of Property between the City and Borrowers dated _____, (the "**Agreement**"), the City has made a forgivable loan to the Borrowers in the principal amount of \$42,000.00 (the "**\$42,000.00 Forgivable Loan**"), the proceeds of which are to be used for the improvement of Property sold to the Borrowers under the Agreement, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

The \$42,000.00 Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

Payment of principal of the \$42,000.00 Forgivable Loan, if required, shall be made to the City at the following address: City of Jefferson, Attn: City Clerk, 220 North Chestnut Street, Jefferson, IA 50129, unless sooner forgiven in accordance with the Agreement.

Borrowers 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 Borrowers agree 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 the Property sold to the Borrowers under the Agreement.

Jacob Keller

Jeanna M. Keller

Witness: _____

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RESOLUTION NO. _____

A RESOLUTION APPROVING \$93,000 ECONOMIC DEVELOPMENT
FORGIVABLE LOAN AGREEMENT
WITH JACOB KELLER AND JEANNA M. KELLER

WHEREAS, the City of Jefferson, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Jefferson Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, the Jefferson Urban Renewal Plan, as amended, provides that eligible urban renewal projects include the City providing incentives to persons to make repairs and improvements to buildings in the downtown area of the Urban Renewal Area, including repairs and improvements to roofs, exterior and interior walls, foundations, front facades, flooring, ceilings, and electrical, plumbing, and HVAC systems; and

WHEREAS, the City previously entered into a Forgivable Loan Agreement between the City and Heisterkamp Properties, LLC, whereby Heisterkamp Properties, LLC, was granted a \$75,000 forgivable loan in order to purchase and rehabilitate the property locally known as 105 N. Chestnut St. in Jefferson, IA (the "Property");

WHEREAS, Heisterkamp Properties, LLC, has since informed the City that it is unable to move forward with its business plan, and would instead like to convey the Property to Jacob Keller upon the same terms and conditions as the previous development agreement;

WHEREAS, Jacob Keller and the City agree that additional funds are needed for drywall improvements and repairs at the Property, requiring an additional \$18,000 in forgivable loan funds for use exclusively at the Property and exclusively for drywall improvements and repairs;

WHEREAS, a proposed Economic Development Forgivable Loan Agreement (the "Development Agreement") between the City and Jacob Keller and Jeanna M. Keller (collectively, the "Developer") is before this Council, pursuant to which agreement the City would make a \$93,000 economic development loan to the Developer (forgivable over a period of 10 years) for the purpose of acquiring and making improvements to the Property that will enable the Developer to run a martial arts gym at the Property (the "Martial Arts Gym Project"); and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds that:

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- (a) The Martial Arts Gym Project will add diversity and generate new opportunities for the Jefferson and Iowa economies;
- (b) The Martial Arts Gym Project will generate public gains and benefits, particularly in promoting visits to the Jefferson community by persons from outside the community that will result in the patronage of local businesses, which are warranted in comparison to the amount of the proposed incentive, as well as the health and wellness of the citizenry of Jefferson.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by allowing Heisterkamp Properties, LLC, to convey the Property the Developer, and further by the City entering into the Development Agreement and providing the forgivable loan to the Developer. The obligations of Heisterkamp Properties, LLC, to the City shall be extinguished only upon execution of the Development Agreement with Developer, the conveyance of the Property to Developer, and the Developer giving to the City the required promissory notes and real estate mortgages all as laid out in the Development Agreement

Section 3. The Development Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Development Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 5. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on January 23, 2024.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

2024 GENERAL ENGINEERING SERVICES

CITY OF JEFFERSON, IOWA and BOLTON & MENK, INC.

This Agreement, made this 23rd day of January, 2024, by and between CITY OF JEFFERSON, IA, 220 North Chestnut Street, Jefferson, Iowa 50129, ("CLIENT"), and BOLTON & MENK, INC., 300 West McKinley Street, Jefferson, Iowa 50129, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with various assignments or tasks and whereas the CONSULTANT agrees to furnish the various professional services required and assigned as needed by the CLIENT using Task Orders, Professional Service Agreements or Addenda to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. GENERAL ENGINEERING SERVICES

1. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed general engineering services as described in Exhibit B.

B. PROJECT SPECIFIC SERVICES

1. Engineering and other professional services requested for specific project related studies, surveys, design, plan and specification preparation and construction administration may be authorized as Project Specific Services by separate Task Order, Professional Service Agreements or Addendum for each assignment and in connection with each proposed project (referred to as "Project" or "project") associated with that Task Order, Professional Services Agreement or Addendum.
2. Scope, schedule, and compensation for each Project Specific Services assignment shall be documented by a separate Task Order, Professional Services Agreement or Addendum and invoiced under a separate project or task number for each assignment. Upon acceptance of the Task Order, Professional Services Agreement or Addendum, the CONSULTANT agrees to perform the required services for the assignment.
3. Project Specific Services shall be compensated in accordance with Section III.A.3 and as expressly set forth in the applicable Task Order, Professional Services Agreement or Addendum for such Services.

C. ADDITIONAL SERVICES

1. Upon mutual agreement of the parties hereto, professional services in addition to the Projects ("Additional Services") may be authorized as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.

- B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

Scott Peterson
City Administrator
City of Jefferson
220 North Chestnut Street
Jefferson, IA 50129
Phone: (515) 386-3111

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in the appropriate Task Order.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT agrees to compensate the CONSULTANT at the rate of **\$95.00 per hour for the first 20 hours** of general engineering service performed each month.
2. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees attached hereto as Exhibit A for the time spent by CONSULTANT's personnel in completion of Agreement services beyond 20 hours each month or in the Task Order or Addendum for the specific assignment.
3. The attached Schedule of Fees shall apply for services provided through December 31, 2024. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
7. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, except as otherwise explicitly described in the Task Order, Professional Services Agreement or Addendum for the specific assignment.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement and/or any Task Order until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.

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4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION IV - GENERAL

- A. **STANDARD OF CARE.** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.
- B. **CHANGE IN PROJECT SCOPE.** In the event the CLIENT changes or is required to change the scope or duration of the project from that described in this Agreement, any Task Order, Professional Services Agreement or Addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and the change will be memorialized in writing and executed, either as an Addendum to this Agreement or the affected Task Order; or issuance of a new Task Order for the Additional Services.
- C. **LIMITATION OF LIABILITY**
 1. Liability of CONSULTANT. CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project only to the extent caused by the acts, negligence, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants occurring during the scope of CONSULTANT'S work on the Project, and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT'S comprehensive general liability and professional errors and omissions insurance policies.
 2. Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
 3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT'S corporate entity.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
 2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death, and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
 3. CLIENT shall be named Additional Insured for the CGL and Auto liability policies, to the extent permitted by CONSULTANT'S insurers.
 4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
 5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
 6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
 7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium.
- E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of any Task Order, Professional Services Agreement or Addendum or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties. CONSULTANT shall cooperate with any valid open-records request received by the CLIENT and provide the necessary documentation as required by the request.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project associated with any particular Task Order or Addendum or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

- I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.
- J. PERIOD OF AGREEMENT. This Agreement will remain in effect until December 31, 2024; or until the specified completion date for any subsequently issued Task Order, Professional Services Agreement or Addendum that falls after the end of that period; or such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.
- K. TERMINATION. This Agreement, or any individual Task Order, may be terminated:
 - 1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
 - 2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
 - 3. The notice of termination shall identify the individual Task Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.
 - 4. Notwithstanding, the foregoing, this Agreement or the individual Task Order identified in the required notice will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
 - 5. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
 - 6. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.
- L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.
- M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

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- N. **NON-DISCRIMINATION.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor.** Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- O. **ASSIGNMENT.** Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.
- P. **SURVIVAL.** All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.
- Q. **SEVERABILITY.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- R. **CONTROLLING LAW.** This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.
- S. **DISPUTE RESOLUTION.** CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: CITY OF JEFFERSON, IOWA

CONSULTANT: BOLTON & MENK, INC.

By: _____

By: _____

Printed Name: Craig Berry

Printed Name: Matthew W. Ferrier, P.E.

Title: Mayor

Title: Principal Engineer

ATTACHMENTS:

Exhibit A: Schedule of Fees

Exhibit B: Consultant's Services

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EXHIBIT A - SCHEDULE OF FEES

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$180-261
Project Manager	\$145-231
Senior Project Engineer	\$140-216
Project Engineer	\$130-201
Design Engineer	\$115-176
Graduate Engineer	\$120-156
Senior Planner	\$110-231
Planner	\$85-161
Senior Landscape Architect	\$145-216
Landscape Architect	\$130-161
Landscape Designer	\$75-134
Licensed Project Surveyor	\$160-191
Graduate Surveyor	\$125-191
Survey Technician	\$80-189
Senior Technician	\$120-206
Technician	\$85-176
Specialist*	\$95-226
Practice Expert**	\$170-311
Senior Principal	\$200-320
Principal	\$165-286
Administrative/Corporate Specialists	\$50-176
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

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EXHIBIT B – CONSULTANT’S SERVICES

2024 GENERAL ENGINEERING SERVICES

CITY OF JEFFERSON, IOWA

I.A. BASIC SERVICES

For purposes of Section I.A of this Agreement, Basic Services to be provided by the CONSULTANT are as follows:

1. CONSULTANT shall attend CLIENT staff meetings as requested and shall assist CLIENT staff on engineering related topics.
2. As requested by CLIENT, CONSULTANT shall attend City Council meetings, and other meetings.
3. CONSULTANT shall advise and provide engineering services to CLIENT staff and Council for general engineering matters in which the City becomes involved.
4. Upon request by CLIENT staff, CONSULTANT shall review zoning and/or municipal codes, building and site plans, and other documents for conformance with CLIENT engineering standards. CONSULTANT is entitled to rely on accuracy of documents as furnished for review without independent verification or calculation. Such reviews are solely for the information and benefit of the CLIENT as a professional opinion limited to consideration of CLIENT’s established review criteria. CONSULTANT’s services shall not be construed as verification, approval, or acceptance of any third-party design or documents. If additional review, beyond that described herein, is desired by CLIENT, such services will be performed as Additional Services.
5. Other specific assigned duties of CONSULTANT under this Agreement.

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RESOLUTION NO. _____

A RESOLUTION APPROVING ENGAGEMENT OF
BOLTON & MENK, INC. FOR
GENERAL ENGINEERING SERVICES FOR 2024

WHEREAS, the City of Jefferson requires general engineering services throughout the year for its various projects; and

WHEREAS, Bolton & Menk, Inc., with an office located at Jefferson, IA, has offered to provide general engineering services for the 2024 year pursuant to a written Agreement for Professional Services ; and

WHEREAS, the City desires to engage Bolton & Menk, Inc., for the purposes of such general engineering services; and

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. The City shall enter into the Agreement for Professional Services with Bolton & Menk, Inc.

Section 2. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 3. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on January 23, 2024.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

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COUNCIL MEETING

JANUARY 9, 2024

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Berry presided.

Citizens spoke during open forum on concerns with Kading Properties Housing Project, KCG Development Project and GCDC.

On motion by Zmolek, second by Jackson, the Council approved the following consent items: December 12, 2023, Council Minutes, December 18, 2023, Special Council Minutes, Shambo Enterprises, Inc, dba Oly's C Store, Class E Retail Alcohol License, and payment of monthly bills from City funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

RESOLUTION NO. 1-24

On motion by Zmolek, second by Wetrich, the Council approved Resolution No. 1-24, a resolution Confirming the Appointment of City Engineer, City Building Inspector, City Clerk, City Attorney.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

RESOLUTION NO. 2-24

On motion by Wetrich, second by Jackson, the Council approved Resolution No. 2-24, a resolution Designating the Jefferson Herald as the Official Newspaper for the Legal Publications of the City of Jefferson.

AYE: Wetrich, Sloan, Zmolek, Ahrenholtz, Jackson

NAY: None

On motion by Ahrenholtz, second by Zmolek, the Council approved the following Mayor/Council appointments:

Mayor Pro Tem: Jackson

Airport: Sloan

Animal Shelter: Jackson

Bell Tower Foundation: Wetrich

Cemetery: Jackson

Chamber/Jefferson Main Street: Sloan

Downtown Buildings: Sloan & Zmolek

Finance: Mayor Berry, Ahrenholtz & Zmolek

Fire: Mayor Berry & Sloan

GCDC: Ahrenholtz

Golf Course: Wetrich

Grow Greene County Gaming Corporation: Wetrich

Highway 30: Sloan

Housing: Ahrenholtz & Jackson

LEC Entity: Mayor Berry & Zmolek

Library: Jackson

Park & Rec: Jackson & Wetrich

Police: Mayor Berry & Zmolek

P & Z: Mayor Berry

Street, Water, Sewer, Sanitation: Ahrenholtz & Sloan

Recycling: Wetrich

Wage & Benefits: Ahrenholtz & Zmolek

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

RESOLUTION NO. 3-24

On motion by Wetrich, second by Jackson, the Council approved Resolution No. 3-24, a resolution Confirming the Appointment of City Board and Commission Members.

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

RESOLUTION NO. 4-24

On motion by Jackson, second by Wetrich, the Council approved Resolution No. 4-24, a resolution setting Public Hearing regarding a Proposal to Change the Zoning Classification for Property at 403 West Heard St. Public Hearing has been set for January 23, 2024, at 5:30 p.m.

AYE: Ahrenholtz, Jackson, Wetrich, Zmolek
NAY: Sloan

On motion by Wetrich, second by Jackson, the Council approved CEO Change and Signature Authorization form for 100 East State Street. (Centennial Building Grant# 23-HSGU-003)

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

On motion by Zmolek, second by Jackson, the Council approved Form 7015 request for Release of Funds and Certification for 100 East State Street. (Centennial Building Grant# 23-HSGU-003)

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

On motion by Ahrenholtz, second by Wetrich, the Council approved CEO Change and Signature Authorization form for 123 N Chestnut Street. (Pub Adventures Grant# 20-CVN-008)

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

On motion by Wetrich, second by Ahrenholtz, the Council approved revised GAX #8 for \$45,887 (combined GAX#8 & GAX #9) for 123 N Chestnut Street. (Pub Adventures Grant# 20-CVN-008)

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

On motion by Ahrenholtz, second by Jackson, the Council approved the \$150,000 Forgivable Loan Application and \$134,733 Façade Grant Application for Journey Financial, LLC (Tim Heisterkamp) at 121 E. Lincoln Way.

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

On motion by Zmolek, second by Wetrich, the Council approved the \$150,000 Forgivable Loan Application for Courtyard on State Street (Grey and Shirley Hacker) at 214 E State Street.

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

On motion by Wetrich, second by Jackson, the Council approved to apply for the application for the Brownfield Program for 108 West State (former Junk Yard Café) now owned by Home State Bank.

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

On motion by Jackson, second by Zmolek, the Council approved the amendment to the Neighborhood Improvement Incentive Program to increase the Maximum request of \$2000 to \$4000. The budget amount of \$20,000 annually will remain the same.

AYE: Ahrenholtz, Sloan, Jackson, Wetrich, Zmolek

NAY: None

ORDINANCE NO. 633

On motion by Wetrich, second by Ahrenholtz, the Council approved the third and final adoption of an ordinance amending the code of ordinances of the City of Jefferson, Iowa, 2017, by amending pertaining to annoyances or disturbances caused by Dogs.

AYE: Zmolek, Wetrich, Ahrenholtz, Jackson, Sloan

NAY: None

RESOLUTION NO. 5-24

On motion by Zmolek, second by Jackson, the Council approved Resolution No. 5-24, a resolution approving Policies regarding the Animal Shelter and Dog Park and Adjusting Dog License fees.

AYE: Zmolek, Sloan, Ahrenholtz, Jackson, Wetrich

NAY: None

RESOLUTION NO. 6-24

On motion by Wetrich, second by Zmolek, the Council approved Resolution No. 6-24, a resolution approving Memorandum of Understanding regarding Collective Bargaining Agreement.

AYE: Jackson, Wetrich, Ahrenholtz, Sloan, Zmolek

NAY: None

RESOLUTION NO. 7-24

On motion by Zmolek, second by Jackson, the Council approved Resolution No. 7-24, a resolution approving a Substance Abuse Policy for the City of Jefferson for Employees Covered by the Federal Motor Carrier Safety Administration.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Wetrich, second by Zmolek, the Council agreed to implement the Employee Assistance Program with CORE EAP.

AYE: Jackson, Ahrenholtz, Sloan, Zmolek, Wetrich

NAY: None

On motion by Ahrenholtz, second by Zmolek, the Council approved pay estimate #11 to Shank Contractors, Inc. in the amount of \$434,483.45 for Wastewater Treatment Plant Project.

AYE: Wetrich, Jackson, Ahrenholtz, Zmolek, Sloan

NAY: None

On motion by Wetrich, second by Sloan, the Council approved pay estimate #4 to Jensen Builders, Ltd, in the amount of \$128,998.13 for Airport Hangar Project.

AYE: Ahrenholtz, Sloan, Wetrich, Jackson, Zmolek

NAY: None

On motion by Jackson, second by Wetrich, the Council approved the funding request for the Multi-Cultural Resource Center of \$5000 per year for 3 years and to house the Multi-Cultural Resource Center in the north portion of the City Hall lobby.

AYE: Ahrenholtz, Jackson, Wetrich, Zmolek

NAY: Sloan

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Ken Paxton, GCDC Director updated the Council on Greene County Development Corporation activity, budget numbers and request for the city support of \$50,000 annually. (\$12,500 per Quarter)

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

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

ABC PEST CONTROL	PEST CONTR	347.36
ACCESS SYSTEMS LEASING	CPIER LSE	1,436.87
AFLAC	AFLAC INS W/H	17.68
AG SOURCE COOP SERV	LAB TSTG	1,177.85
ALLIANT ENERGY	UTILITIES	22,545.29
AMAZON CAPITAL SERV	SUPP	946.29
ANATOMY IT, LLC	COMP/CONTR	5,134.73
ASCAP	HOT/MOT MUSIC LIC	434.00
AUTOMATIC SYSTEMS CO.	WA ONSITE	785.00
AXON ENTERPRISE, INC.	PD TAZER CERT	2,880.00
BAKER & TAYLOR INC.	LB MOVIES	688.64
BELL TOWER COMM FOUNDATION	BELL TOWER FUND	20,000.00
BILLIE JO & MIKEL DAVES	WA DEP REF	5.92
BOLTON & MENK INC	ENG	7,680.50
BOMGAARS	SUPP	953.80
BOONE GLASS CO	200-202N WILSON	10,745.00
BRANDON & LAURA HAYES	WA DEP REF	66.33
BRICK GENTRY P.C.	PA LEGAL	645.00
C&D MASONRY INC	RUT PAVER WORK	12,130.00
CARD SERVICE CENTER	CREDIT CARD	1,350.33
CARROLL CO SOLID WASTE	RC MRKTG FEES	373.05
CARROLL TIMES HERALD	LB SUBSCRIPT	84.00
CENTRAL IOWA SYSTEMS	PHONE CABLE DROPS	7,800.00
CINTAS CORP	FIRST AID	321.09
COMPASS MINERALS AMERICA	WA SALT	4,249.05
CONSTRUCTION MATERIALS TESTNG	TESTING	5,331.50
CORE & MAIN	WA DRYCONN	844.25
DANIELSON AUTO SERV	RUT BATTERY	391.58
DANNY MORANVILLE	SW JEANS	128.37
DAVID TEEPLES	H INS SINK	3,400.00
DOG WASTE DEPOT	ANIMAL SHELTS BAGS	238.74
ED M. FELD EQUIPMENT CO.	EQUIP MAINT/MONITOR	3,768.63
EFTPS	FEDERAL W/H	19,330.43
EMC NATIONAL LIFE CO.	LIFE INS	186.74
FAREWAY	LB SUPP	65.41
FASTLANE MOTOR PARTS LLC	PARTS	967.96
FRANK DUNN CO.	RUT PATCH	949.00
GALLS LLC	PD SHIRT	48.45
GARY EVANS	WA DEP REF	55.22
GREENE CO SECONDARY ROADS	FUEL	46,648.12
GREENE CO. AMBULANCE	BLS PROVIDER CARDS	48.00
GREENE CO. AUDITOR	PD DISPATCH (28E)	14,025.00
GREENE COUNTY RAMS BASKETB	RN BB CAMP	1,387.80
GREENE GOODS MARKET	DWN TWN PLANTERS	140.00
GRELL ROOFING, LLC	MEYTHALER ROOF	20,750.00
GROW REPAIR	GROW GR LIGHT/ALLEY	178.96
HANNAH & ISAIAH RALSTON	WA DEP REF	82.59
HIWAY TRUCK EQUIPMENT	SW TRIP SPRING	125.16
HOLIDAY OUTDOOR DECOR	DWNTWN/GROW GR	117.43

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Jefferson Public Library
Meeting of the Board of Trustees
December 11, 2023

- I. Meeting called to order by Fields. Present: Mount, Pedersen, Millard, Roberts, Yepsen and Fields. Laehn arrived shortly thereafter. Also present were Darren Jackson and Scott Pedersen.
- II. Open Forum: There were no members of the public attending.
- III. Minutes from November 13th meeting. Approval moved by Pedersen, seconded by Yepsen, minutes were approved.
- IV. Approval of Expenditures: Total expenditures for November 2023 were \$7,235.51. Expenditures of note included a new furnace installed in the basement by Teeples Heating & Cooling in the amount of \$2,492.00. Also highlighted were costs associated with the library tours to include lunches and mileage. Motion to approve by Roberts, seconded by Fields. Motion was approved.
- V. Director's Report
 - a. Circulation and Usage Reports
 - i. Millard distributed this in a new format that included the corrected amount for October's program attendance of 523. The new format appears easier to read and will continue to be revised to meet our needs. This report included data for October and November of 2023 for comparison purposes. November circulation: 2,426 usage: 6,185 22 programs were held; attendance was 337. 230 items were added and 476 were withdrawn.
 - b. Year to Date Monthly Financial Report: at 41.67% of the fiscal year, revenue is at 52.60% of budget and expenses are at 39.53%. The October and November Trust and Agency Reports were presented. October total revenue was \$8,503.35 and November's was \$4,554.83. Expenses in Trust & Agency accounts in October were \$2,458.08 and \$4,106.89 in November. Millard highlighted that the annual Direct State Aid and quarterly County Funding was received in October and a \$2,000 Memorial was received in November. This memorial is designated for the Children's Department.
 - c. Project updates
 - i. Millard highlighted the efforts with new Whofi data capture and report-generating software provided by the State Library. Sarah has been assisting her in entering applicable data as shown in the circulation and usage report earlier noted.
 - ii. Mount updated us on the efforts on the Website. Her efforts are appreciated and progress is noted. Still much to be done in presenting information, photos, graphics and new approaches.
 - iii. GCLA: 12 librarians participated in the AED training with Michelle Madsen from the Greene County Ambulance Service as part of the 2023 GCCF grant.
 - iv. The budget proposal for 2025 will be presented to the City Council on Monday, December 18 at 8:45 a.m. The presentation will include an 8% increase in total distribution plus an overview of what we cannot do if budgets remain limited.
 - d. Youth and Adult program reviews
 - i. Bailey highlighted the Toddler Story Time and noted a change in days to Mondays.

- ii. Teen patronage is increasing. December will include 8-9 programs. She is especially thankful for Kristin Lang's efforts in partnering with Warm Wishes. A Grinch-themed Escape Room will be held in the basement of the Sierra Theater. Has begun long term planning with her staff and reminds us of Natalie Wright's efforts as a student library assistant.
- iii. Jane's adult program report highlighted planning for this year's Winter Reading Program is underway. This runs from January through March and usually attracts approximately 25 people. This year's theme will be announced later.

VI. Old Business

- a. Goal Setting Session: Scott Peterson distributed a report from Patrick Callahan, the consultant who conducted the Council's goal-setting efforts. Scott reviewed the report that consisted of 5 pages and 7 pages of Exhibits.
- b. Jane and Hollie reviewed their impressions from their tour of 4 libraries on Tuesday, November 14. They felt it was time well spent and will begin making arrangements for another trip in January.
- c. Consideration of readiness study proposals
 - i. Jane presented a 6-page comparison of the Amperage and Kinetic proposals. Much discussion followed. It was decided that we were not prepared to present to the City Council on Tuesday, December 12 so Darren will convey that to the meeting. Yepsen moved and Pedersen seconded a motion to proceed with Amperage for the readiness study. It was a unanimous vote in favor.
 - ii. The librarians presented a graphic of an overview of how libraries have changed and that impact on a need for additional space. Bailey will include this on the library website.
- d. Greene County libraries FY25 budget proposal. See section V.c. for report.
- e. Personnel: Natalie Wright is our new Student Library Assistant. The adult Library Assistant position is still open and advertising for it will continue.

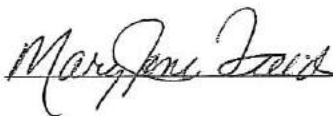
VII. New Business

- a. Jane reviewed the incident leading up to the purchase of the new furnace.
- b. Holiday closing will include December 23-25, January 1 and January 15. It was also noted that the library will close at 5:30 p.m. on Tuesday, December 19 for the Annual Library Staff Christmas Party.

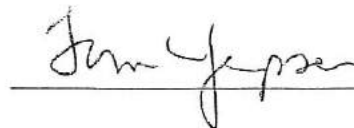
VIII. Next meeting will be Monday, January 8 at 6:30 p.m. in basement.

IX. Pedersen moved, Yepsen seconded to adjourn. Motion carried.

Submitted by Tom Yepsen, Secretary and Adam Pedersen, assistant.



President



Secretary