

AGENDA

SPECIAL CITY COUNCIL MEETING

Tuesday, December 16, 2025

5:30 P.M.

CITY HALL COUNCIL CHAMBERS

- I. CALL TO ORDER:**
- II. RESOLUTION** Approving \$72,500 Economic Development Forgivable Loan Agreement for Doc's Stadium, LLC.
- III. Health Insurance Renewal**
- IV. ADJOURN.**

ECONOMIC DEVELOPMENT FORGIVABLE LOAN AGREEMENT

This Economic Development Forgivable Loan Agreement is dated December ____, 2025, and is between the City of Jefferson, Iowa (the “**City**”), and Doc's Stadium, LLC (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 owns property in the downtown area of Jefferson located at 113 N Chestnut St, legally described as follows:

N 1/3 of Lot 145 in Block 18, in the Original Town (now City) of Jefferson, Greene County, Iowa

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

Developer has ownership of the Development Property and plans to make renovations and improvements to the Development Property in the approximate amount of \$72,500.00 to improve and repair the roof and HVAC systems all as provided to the City in its application (the “**Project**”).

Developer has requested the City to make it a \$72,500.00 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 \$72,500.00 (the “**Loan**”). The proceeds of the Loan shall be used only for the purpose of making renovations and improvements to the Development Property to make it suitable as a site for a restaurant.

(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 \$72,500.00, the first installment of which shall be on December 18, 2026.

(e) Note. At the time of closing Developer shall execute and deliver to City its \$72,500.00 promissory note, a copy of which is attached to this agreement as Exhibit A (the "Note").

2. **Security.** As security for the repayment of the Loan and for Developer's performance under this agreement, Developer shall provide to City a mortgage covering the Development Property, which mortgage shall be a lien against such property, subject only to that certain real estate mortgage given to Home State Bank and recorded on June 11, 2013, at Instrument No. 2013-0831 (the "Home State Bank Mortgage"). Developer warrants that on the date of recording of the City's mortgage, there is no indebtedness creating a lien on the Development Property that will be senior to the City's mortgage except for the Home State Bank Mortgage.

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

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

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

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

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

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

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

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

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

(d) Operate Restaurant. Developer shall own, operate, and keep in operation the restaurant on the Development Property during all normal business hours until the Note is forgiven.

(e) No Assignment. Developer agrees that it will not sell, assign, or transfer all or any part of the Development Property without City's prior written consent.

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

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

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

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

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

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

principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to City:

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

If to Developer:

Doc's Stadium, LLC
113 N Chestnut St.
Jefferson, IA 50129

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

DEVELOPER

Doc's Stadium, LLC

Brett Cranstron, Manager

CITY OF JEFFERSON

By: _____
Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

PROMISSORY NOTE

\$72,500.00

Jefferson, Iowa
December ____, 2025

For value received, the undersigned, Doc's Stadium, LLC (the "**Borrower**"), promises to pay to the order of the City of Jefferson (the "**City**"), the principal sum of \$72,500.00, with no interest, on December 18, 2036.

Pursuant to that certain Economic Development Forgivable Loan Agreement between the City and Borrower dated December ____, 2025 (the "**Agreement**"), the City has made a forgivable loan to the Borrower in the principal amount of \$72,500.00 (the "**Forgivable Loan**"), the proceeds of which are to be used for the renovation and improvement of a building located at 113 N. Chestnut Street in Jefferson, Iowa, and reference is made to the Agreement for a more complete description of the rights and obligations of the parties.

This \$72,500 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 113 N. Chestnut Street in Jefferson, Iowa.

BORROWER

Doc's Stadium

Brett Cranston, Manager

Witness: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING \$72,500 ECONOMIC DEVELOPMENT
FORGIVABLE LOAN AGREEMENT
WITH DOC'S STADIUM, LLC

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 Doc's Stadium, LLC (the "Developer") is before this Council, pursuant to which agreement the City would make a \$72,500.00 economic development loan to the Developer (forgivable over a period of 10 years) for the purpose of making improvements to a building owned by it and located at 113 N Chestnut Street, that will enable the Developer to make repairs and improvements to the building's roof and HVAC system (the "113 Chestnut Street 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 113 Chestnut Street Project will continue to foster diversity and generate new opportunities for the Jefferson and Iowa economies;
- (b) The 113 Chestnut Street 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 the Developer.

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 December 16, 2025.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

Option Name	Current Plan		Grandmothered Option 1		Grandmothered Option 2	
City of Jefferson 2026 Renewal & Options	Wellmark Blue Cross Blue Shield of Iowa PPO Primary		Wellmark Blue Cross Blue Shield of Iowa PPO Primary		Wellmark Blue Cross Blue Shield of Iowa PPO Primary	
Carrier	PG096/RG401		PG097/RG401		PG095/RG401	
Network	Alliance Select PPO		Alliance Select PPO		Alliance Select PPO	
	IN	OUT	IN	OUT	IN	OUT
Deductible - Individual	\$2,000		\$2,500		\$1,500	
Deductible - Family	\$6,000		\$7,500		\$4,500	
OOPM - Individual	\$4,000		\$5,000		\$3,000	
OOPM - Family	\$12,000		\$15,000		\$9,000	
Co-insurance						
PCP	30%	40%	30%	40%	30%	40%
Specialist	\$25	40% after ded.	\$30	40% after ded.	\$25	40% after ded.
X-Ray	\$50	40% after ded.	\$60	40% after ded.	\$50	40% after ded.
Lab	30% after ded.	40% after ded.	30% after ded.	40% after ded.	30% after ded.	40% after ded.
Inpatient Hospital	30% after ded.	40% after ded.	30% after ded.	40% after ded.	30% after ded.	40% after ded.
Outpatient Surgery	30% after ded.	40% after ded.	30% after ded.	40% after ded.	30% after ded.	40% after ded.
Emergency Room	30% after ded.	40% after ded.	30% after ded.	40% after ded.	30% after ded.	40% after ded.
Urgent Care	\$250	\$250	\$250	\$250	\$250	\$250
Rx	\$25	40% after ded.	\$30	40% after ded.	\$25	40% after ded.
Rx Individual Deductible	\$100 waived for Tier 1		\$100 waived for Tier 1		\$100 waived for Tier 1	
Rx Family Deductible	\$200 waived for Tier 1		\$200 waived for Tier 1		\$200 waived for Tier 1	
Member Copay Tier 1	\$8 per script		\$8 per script		\$8 per script	
Member Copay Tier 2	\$35 per script		\$35 per script		\$35 per script	
Member Copay Tier 3	\$50 per script		\$50 per script		\$50 per script	
Member Copay Tier 4	\$85 per script		\$85 per script		\$85 per script	
Specialty: Generic/Preferred	\$70 / \$85 per script		\$70 / \$85 per script		\$70 / \$85 per script	
Census	Current	Renewal				
Single	\$796.44	\$792.24	\$735.24		841.27	
Family	\$1,794.91	\$1,785.60	\$1,642.24		\$1,934.05	
Monthly Total	\$42,864	\$42,641	\$39,290		\$46,001	
Annual Total	\$514,370	\$511,692	\$471,482		\$552,011	
Annual Change from Current		-\$2,677	-\$42,887		\$37,641	
% Change from Current		-0.52%	-8.34%		7.32%	