

AGENDA

CITY COUNCIL MEETING

Tuesday, June 23, 2026

5:30 P.M.

CITY HALL COUNCIL CHAMBERS

I. PLEDGE OF ALLEGIANCE

II. CALL TO ORDER

III. OPEN FORUM: This is a time for any resident of Jefferson to speak to the Council on an item that is not on the agenda. Limit of three minutes per speaker.

IV. CONSENT ITEMS:

- A. Approve Council minutes from 6/9/26
- B. Approve Hy-Vee, Inc, d.b.a. Hy-Vee Fast & Fresh Express, Class E Retail Alcohol License
- C. Approve Tree Removal Assistance Application from 305 N. High Street.
- D. Approval of Toll Road Fundraiser for Greene County Pony Express Riders

V. NEW BUSINESS:

- A. **PUBLIC HEARING** on the Plans, Specifications, Form of Contract, and Estimate of Costs for the Westwood Sidewalk Project
- B. RESOLUTION Approving Plans, Specifications, Form of Contract, and Estimate of Costs for the Westwood Sidewalk Project
- C. Consider Change Order #1 for Airport Fuel Farm Project.
- D. Consider Approval of Pay Estimate #2 to Evora Energy, LLC of \$493,074.44 for Airport Fuel Farm Project.
- E. RESOLUTION Approving Second Amendment to Economic Development Forgivable Loan Agreement for Upper-Story Rental Housing at 123 N. Chestnut Street
- F. RESOLUTION Approving 28E Agreement with the City of Churdan Regarding Recycling
- G. RESOLUTION Approving 28E Agreement with the City of Rippey Regarding Recycling
- H. RESOLUTION Approving 28E Agreement with the City of Paton Regarding Recycling
- I. RESOLUTION Approving 28E Agreement with the City of Rippey Regarding Animal Shelter
- J. Approve the Purchase of a Pick-up for the Water Department
- K. Report from Thomas Jefferson Gardens

VI. REPORTS:

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

VII. ADJOURN.

TO: Mayor and City Council Members
FROM: Scott Peterson, City Administrator
SUBJECT: General Information Memo
Regular City Council Session
Tuesday, June 23, 2026 5:30 p.m.

Tree Assistance Fund: Enclosed is an application for the Tree Removal Assistance Fund from 305 N High Street for \$3,638.

Toll Road Fundraiser: The Pony Express Riders of Iowa submitted a request for a fundraiser on July 10th from 4:00 – 6:00 p.m. at the corner of Chestnut & Lincoln Way. The Street committee recommended approval of this request.

Westwood Sidewalk: The Council will hold a public hearing on the plans and specs, form of contract, and estimate of costs for the Westwood Sidewalk Project. Following the public hearing, the Council will consider the resolution approving the plans & specs.

Fuel Farm Change Order: This removes \$70,948 in items associated with removal of the old system and re-paving that area. City staff will take care of these. The items are not FAA-eligible; thus they would have been paid by local funds.

The Change Order adds \$24,282 for the core-out of unsuitable soils under the PCC tank slab and replacement with granular fill. This work is eligible for FAA reimbursement.

In total, the contract valued is lowered by \$46,666.76 by this Change Order.

Fuel Farm Pay Estimate: Enclosed is Pay Estimate No. 2 for \$493,074.44 from Evora Energy, LLC for the airport fuel farm project. Construction is nearly complete, and this pay estimate includes the remainder of the concrete work, the tanks, and the pump system.

Amendment to Pub Adventures Loan Agreement: To assist with the upper-story apartments at the Public House, the owners obtained a \$475,000 grant (plus \$25,000 administration) through the CDBG program. The City is the fiscal agent for the CDBG grant and all funds flow through the City. Thus, the City is the entity with the contractual relationship with Pub Adventures.

The existing agreement does not define the period when these CDBG dollars, treated as a forgivable loan, are forgiven. This amendment states that the loan is forgiven on January 1, 2031, which is five years after the expiration of the CDBG affordability period.

Recycling 28E Agreements: Paton, Churdan, and Rippey have signed the 28E agreements for Jefferson to continue to provide recycling services. The agreement changes from a per capita fee to a \$250 fee each time the roll-off is dumped.

Greene County has a separate agreement with these communities to pay for half of each community's recycling fees, as the recycling sites are used by both city and county residents.

Animal Shelter Agreements: Other communities in Greene County may use the Animal Shelter for their stray animals if the community enters into a 28E agreement and pays \$200 annually. Enclosed is a 28E agreements with Rippey

Pick-Up for Water Department: The Water Department proposes to purchase a Chevrolet

Silverado 2600 HD crew cab. The low bid is from Karl Automotive Group of \$48,872.20. A second bid from \$50,090 was received from Bob Brown Chevrolet.

The Streets, Water, Sewer Committee recommends purchasing the truck from Karl. This is a budgeted expense for FY 26-27.

Thomas Jefferson Gardens: Roger Argeter will be at the Council meeting to provide an update on TJ Gardens.

TREE REMOVAL ASSISTANCE APPLICATION



City of Jefferson

220 N Chestnut, Jefferson, Iowa 50129

515-386-3111

Application Information

Full Name: *Lorrie Lawrence*

Address: *305 W. High*

Email: _____ Phone: *515-391-7013*
515-391-9910-Dawn (Contact)

Lorrie

Address (if different from above):

Tree Location:

Type of Tree: *Ash*

Condition of Tree: *Dead*

Reason for Removal: *Dead, Leaning toward House*

Company Name: *Central Tree Pros*

Contact Info: *(515) 210-1290 / (515) 661-7176*

Quote: *3,638.⁰⁰*

Please attach copy of quote to application and contractor's proof of insurance. Successful applicants will enter into a loan agreement with the City of Jefferson. Failure to pay loan will result in a lien on the property.

I hereby confirm that the information provided is accurate to the best of my knowledge.

Signature <i>Lorrie Lawrence</i>	Date <i>6-7-26</i>
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Return completed application to City Hall at 220 N Chestnut Street, Jefferson, Iowa 50129 or email to chads@cityofjeffersoniowa.org



City of Jefferson

220 N Chestnut Street, Jefferson, IA 50129 515-386-3111

Toll Road Fundraisers

Please complete this form below to apply for a Toll Road Fundraiser. Toll roads are set up for the purpose of raising funds for local service clubs, nonprofit organizations, or charitable purposes. Complete applications are forwarded to the Water, Sewer, Streets Committee for consideration. Please plan to attend the committee meeting,

- Entities Allowed to Use Toll Road Fundraisers

Local Service Club
 Nonprofit Organization
 Charitable Purpose
 Other

Local service clubs, nonprofit organizations, or charitable purposes are defined as those organizations that meet in the Greene County School District and/or whose members are residents of the Greene County School District, or who raise money to support programs that benefit the citizens of Jefferson and the surrounding area. Local service clubs must be established and operate with a board and bylaws. Nonprofit organizations must regularly meet in the City of Jefferson or the Greene County School District.

- Name of Organization: Greene County Pony Express Riders of Iowa
- Contact Name: Petra Dawson
- Contact Phone: 515-351-7834
- Contact E-mail: petradawson67@gmail.com
- Proposed Date(s) of Toll Road Fundraiser: 7-10-2026

Please enter the proposed date(s) of the Toll Road Fundraiser. Dates may be reserved on a first come, first served basis, with a maximum of one Toll Road Fundraiser per calendar month.

- Proposed Time(s) of Toll Road Fundraiser: 4 pm - 6 pm

Please enter the proposed time(s) of the Toll Road Fundraiser. Hours shall be between 6:00 a.m. and 6:00 p.m.

- Proposed Street Intersection for Toll Road Fundraiser: Corner N. Chestnut
E. Lincoln way

Toll Road Fundraisers are allowed only at intersections with 4-way stop signs. If the proposed location is on Highway 30 or Highway 4, a permit from the Iowa Department of Transportation is also required.

- Purpose of Toll Road Fundraiser: Raising fund's for Pony
Express that get donated to Camp Sunnyside
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- Provide Organization's Insurance Certificate

Applicants must provide a valid insurance certificate indicating the insured and listing the City of Jefferson as an additional insured. The insurance must contain liability coverage with a minimum amount of \$1 million per occurrence and holding the City of Jefferson harmless for any damage or injuries caused as a part of the Toll Road Fundraiser.

There must be adult supervision at all times. No child under the age of 14 is permitted in the street. All volunteer participants must wear outer clothing that is bright and/or made of reflective material. All volunteers must wear or carry information identifying them as a volunteer of the sponsoring organization. When interacting with vehicles, drivers or passengers must be provided with some type of material, brochure, or another suitable item to serve as recognition that the vehicle has ~~been~~ stopped once already.

RESOLUTION NO. _____

A RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATE OF COSTS FOR THE WESTWOOD SIDEWALK PROJECT

WHEREAS, by its Resolution No. _____-26 adopted May 26, 2026, the City Council set a public hearing on proposed plans and specifications, a proposed form of contract and estimate of cost (the "Contract Documents") for the Westwood Sidewalk Project (the "Project"); and

WHEREAS, notice of that public hearing has been published as required by law and that hearing has been held at the time and place as specified in the notice, and any and all objections or other comments relating to the Contract Documents and the Project have been heard; and

WHEREAS, it is in the best interests of the City of Jefferson that such Contract Documents be approved.

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

Section 1. The Contract Documents referred to above and the Project as provided for in the Contract Documents are hereby finally approved and confirmed.

Section 2. All resolutions and orders, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved on June 23, 2026.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

CHANGE ORDER

NO. 1 (ONE)

FUEL FARM IMPROVEMENTS
JEFFERSON MUNICIPAL AIRPORT (EFW)

OWNER: CITY OF JEFFERSON, IOWA Contract No.: FAA AIP 3-19-0049-021-2025, 022-2025, 023-2026 & 024-2026

CONTRACTOR: EVORA ENERGY, LLC

ENGINEER: BOLTON & MENK, INC.

You are directed to make the following changes in the Contract Documents.


Description: Delete Bid Items (for removal of old fuel system and re-paving of removed area) from Contract. Under PCC tank/equipment support slab, remove unsuitable soils and replace with granular fill, and install subdrain line to lower water table under support slab.

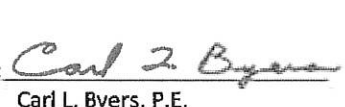
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$ 836,409.51	Completion Date: 6/15/2026
Net changes from previous Change Orders No. N/A to No. N/A	Net changes from previous Change Orders No. N/A to No. N/A
\$ 0.00	Completion Date: No Change
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
\$ 836,409.51	Completion Date: 6/15/2026
Net Decrease of this Change Order	Net Increase (Decrease) of this Change Order
\$ (46,666.76)	Completion Date: 15 Calendar Days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ 789,742.75	Completion Date: 6/30/2026

REQUESTED:

RECOMMENDED:

APPROVED:

By: 
Evora Energy, LLC

By: 
Carl L. Byers, P.E.
Bolton & Menk, Inc.

By: _____
City of Jefferson

Date: 6/19/26

Date: 6/5/2026

Date: _____

Attachments:
1 – Supporting Documents

CHANGE ORDER

NO. 1 (ONE)

FUEL FARM IMPROVEMENTS JEFFERSON MUNICIPAL AIRPORT (EFW)

OWNER: CITY OF JEFFERSON, IOWA Contract No.: FAA AIP 3-19-0049-021-2025, 022-2025, 023-2026 & 024-2026

CONTRACTOR: EVORA ENERGY, LLC

ENGINEER: BOLTON & MENK, INC.

1. HAS THIS CHANGE ORDER BEEN DISCUSSED WITH FAA OFFICIALS?

Removal of Bid Items 6, 9, 12, 14, 31, and 32 were noted in the pre-construction meeting minutes and discussed with the FAA. Since those items were not AIP-eligible for funding, the FAA was OK with removal.

2. BRIEF DESCRIPTION OF THE PROPOSED CONTRACT CHANGE(S) AND LOCATION(S).

Remove contract items relating to removal of the old existing fuel system and containment structure (this includes Bid Items 6, 9, 12, 14, 31, and 32). This work will be completed outside of this contract. Under the PCC slab for the fuel tanks and equipment, remove and replace approximately 2 ft. of unsuitable soils with granular material for proper slab support and install a small subdrain line on the north and west side of the excavation to drain water migrating into the area and lower the water table to increase slab support.

3. REASON(S) FOR THE CHANGE(S).

Bid Items 6, 9, 12, 14, 31, and 32 are for removal of the old existing fueling system re-paving of the removal area, and work under these bid items is not FAA AIP-eligible. The City will self-perform this work for cost savings since it is not eligible for AIP funding. Bid Items CO1-1 through CO1-3 are required to remove and replace unsuitable soils and lower a high water table under the PCC tank and equipment pad. During excavation, the high water table was discovered and the in-situ soils in the top few feet were not suitable as support for the PCC pad. Removal and replacement of unsuitable soils with granular fill, combined with a drain line to lower the water table, gives suitable support to continue construction and properly support the PCC slab for the fuel tanks and equipment.

4. JUSTIFICATIONS FOR UNIT PRICES OR TOTAL COST.

Bid Items 6, 9, 12, 14, 31, and 32 will be removed from the contract at bid cost. Change Order Items CO1-1, CO1-2, and CO1-3 were estimated by the Engineer based on bid costs for similar work. The total cost from the Contractor for those 3 items was slightly higher than the Engineer's estimate by approximately 10%, which is justified by the requirement to re-mobilize equipment for over-excavation and drain installation and has been determined reasonable by the Engineer.

5. CONSEQUENCES OF CHANGE ORDER ATTACHMENT.

The Change Order attachment shows the cost breakout of all items discussed above. The total change in cost will be a deduction of Forty-Six Thousand, Six Hundred Sixty-Six and 76/100 Dollars (\$46,666.76 deduction).

6. CONFORMANCE TO AIP STANDARDS AND REGULATIONS.

All work will comply with FAA Advisory Circular 150/5370-10H. All work increasing costs (Items CO1-1, CO1-2, and CO1-3) included in this change order will be AIP eligible. Deductive items (Items 6, 9, 12, 14, 31, and 32) were not originally AIP eligible, so removal of those items doesn't affect AIP totals.

CHANGE ORDER SUPPORTING DOCUMENTATION

Change Order No. 1 (One)

Project: Jefferson Municipal Airport, Fuel Farm Improvements

3-19-0049-021-2025 & 022-2025

IDOT Prj No. N/A

FAA AIP: & 023-2026 & 024-2026

Engineers Project No. 24X.136957.000

ITEM NO.	ITEM	UNIT	UNIT PRICE	ORIGINAL BID QUANTITY	ORIGINAL BID COST	CHANGE ORDER UNIT PRICE CHANGE	CHANGE ORDER QUANTITY CHANGE	REVISED CONTRACT QUANTITY	REVISED CONTRACT COST	CURRENT CHANGE ORDER VALUE
6	PAVEMENT REMOVAL, PCC PAVEMENT	SY	\$ 56.25	250	\$ 14,062.50	\$ -	(250)	0	\$ -	\$ (14,062.50)
9	SUBGRADE PREPARATION, 12"	SY	\$ 13.75	250	\$ 3,437.50	\$ -	(250)	0	\$ -	\$ (3,437.50)
12	SUBBASE COURSE, 6" MODIFIED	SY	\$ 25.50	250	\$ 6,375.00	\$ -	(250)	0	\$ -	\$ (6,375.00)
14	PAVEMENT, PCC, 6"	SY	\$ 84.37	250	\$ 21,092.50	\$ -	(250)	0	\$ -	\$ (21,092.50)
31	REMOVAL OF EXISTING ABOVE-GROUND TANKS, FUEL DISPENSERS, RELATED APPURTENANCES, FENCING & SECONDARY CONTAINMENT	LS	\$ 6,740.63	2	\$ 13,481.26	\$ -	(2)	0	\$ -	\$ (13,481.26)
32	SAMPLING AND TESTING FOR PETROLEUM CONTAMINATION	LS	\$ 12,500.00	1	\$ 12,500.00	\$ -	(1)	0	\$ -	\$ (12,500.00)
CO1-1	OVEREXCAVATE UNSUITABLE SOILS (APPROX. 2 FT.)	CY	\$ 75.00	0	\$ -	\$ -	113.7	114	\$ 8,527.50	\$ 8,527.50
CO1-2	GRANULAR SUBBASE FOR OVEREXCAVATION	CY	\$ 135.00	0	\$ -	\$ -	113.7	114	\$ 15,349.50	\$ 15,349.50
CO1-3	4" HDPE SUBDRAIN & CONNECTION	LF	\$ 5.00	0	\$ -	\$ -	81	81	\$ 405.00	\$ 405.00
TOTAL AMOUNT CHANGE ORDER NO. 1 (ONE)									\$	(46,666.76)

Contractor's Application for Payment

Owner: <u>City of Jefferson</u>	Owner's Project No.: <u>24X.136957.000</u>
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>24X.136957.000</u>
Contractor: <u>Evora Energy, LLC</u>	Agency's Project No.: <u>N/A</u>
Project: <u>Fuel Farm Improvements</u>	
Contract: <u>3-19-0049-021-2025 & 022-2025 & 023-2026 & 024-2026</u>	
Application No.: <u>2 (Two)</u>	Application Date: <u>6/9/2026</u>
Application Period: From <u>5/2/2026</u> to <u>5/31/2026</u>	

1. Original Contract Price	\$ 836,409.51
2. Net change by Change Orders	\$ (46,666.76)
3. Current Contract Price (Line 1 + Line 2)	\$ 789,742.75
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 650,671.27
5. Retainage	
a. <u>3%</u> X \$ <u>650,671.27</u> Work Completed	\$ 19,520.14
b. <u>3%</u> X \$ <u>-</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 19,520.14
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 631,151.13
7. Less previous payments (From Unit Price Sheet - Previous Est.)	\$ 138,076.69
8. Amount due this application	\$ 493,074.44

Contractor's Certification

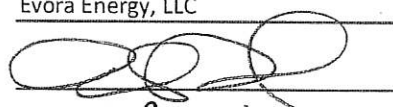
The undersigned Contractor certifies, to the best of its knowledge, the following:

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

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

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

Contractor: Evora Energy, LLC

Signature:  _____ **Date:** 6/9/2026

Name: Ted Rumph _____ **Title:** President

<p>Recommended by Engineer</p> <p>By: <u>Carl L. Byers</u> _____</p> <p>Name: <u>Carl L. Byers, P.E.</u> _____</p> <p>Title: <u>Aviation Project Manager</u> _____</p> <p>Date: <u>6/9/2026</u> _____</p>	<p>Approved by Owner</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Progress Estimate - Unit Price Work

Owner : City of Jefferson
 Engineer : Bolton & Menk, Inc.
 Contractor : Evora Energy, LLC
 Project : Fuel Farm Improvements
 Contract : 3-19-0049-021-2025 & 022-2025 & 023-2026 & 024-2026

Contractor's Application for Payment

Owner's Project No.: 24X.136957.000
 Engineer's Project No.: 24X.136957.000
 Contractor's Project No.:

Application No.: [Two] Application Period: From 05/02/26 to 05/31/26 Application Date: 06/09/26

A Bid Item No.	B Description	C Contract Information			E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	F1 Quantity Previous Estimate	F2 Value Previous Estimate	G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	
		D Item Quantity	D Units	H Value of Work Completed (E X G) (\$)					G Estimated Quantity Incorporated in the Work				
Original Contract													
1	INLET PROTECTION DEVICE	1.00	EA	187.50	187.50	1.00	187.50	1.00	1.00	187.50	-	187.50	
2	MOBILIZATION	1.00	LS	4,000.00	4,000.00	0.25	1,000.00	0.25	0.50	2,000.00	-	2,000.00	
3	TRAFFIC CONTROL	1.00	LS	19,718.75	19,718.75	0.25	4,929.69	0.25	0.50	9,859.38	-	9,859.38	
4	CONSTRUCTION SURVEY	1.00	LS	8,500.00	8,500.00	1.00	8,500.00	1.00	1.00	8,500.00	-	8,500.00	
5	PAVEMENT REMOVAL, PCC PAVEMENT	50.00	SY	56.25	2,812.50	50.00	2,812.50	50.00	50.00	2,812.50	-	2,812.50	
6	PAVEMENT REMOVAL, PCC PAVEMENT	250.00	SY	56.25	14,062.50								
7	UNCLASSIFIED EXCAVATION	220.00	CY	75.00	16,500.00	220.00	16,500.00	220.00	220.00	16,500.00	-	16,500.00	
8	SUBGRADE PREPARATION, 12"	600.00	SY	13.75	8,250.00	600.00	8,250.00	600.00	600.00	8,250.00	-	8,250.00	
9	SUBGRADE PREPARATION, 12"	250.00	SY	13.75	3,437.50								
10	TOPSOIL STRIP, SALVAGE AND RESPREAD	245.00	CY	12.50	3,062.50	245.00	3,062.50	245.00	245.00	3,062.50	-	3,062.50	
11	SUBBASE COURSE, 6" MODIFIED	600.00	SY	7.50	4,500.00	425.00	3,187.50	425.00	425.00	3,187.50	-	3,187.50	
12	SUBBASE COURSE, 6" MODIFIED	250.00	SY	25.50	6,375.00								
13	PAVEMENT, PCC 6"	375.00	SY	84.37	31,638.75	375.00	31,638.75	375.00	375.00	31,638.75	-	31,638.75	
14	PAVEMENT, PCC 6"	250.00	SY	84.37	21,092.50								
15	PAVEMENT, PCC, SIDEWALK 4"	15.00	SY	112.50	1,687.50	15.00	1,687.50	15.00	15.00	1,687.50	-	1,687.50	
16	PAVEMENT, PCC, 6" TANK OR DISPENSER SLAB	200.00	SY	157.50	31,500.00	200.00	31,500.00	200.00	200.00	31,500.00	-	31,500.00	
17	SEEDING FERTILIZING AND MULCHING (SUDAS TYPE 1)	0.20	ACRE	3,750.00	750.00								
18	INSTALL OWNER PROVIDED CREDIT CARD READER	1.00	EA	8,600.00	8,600.00								
19	BOLLARDS	41.00	EA	418.74	17,168.34	40.00	16,749.60	40.00	40.00	17,587.08	-	17,587.08	
20	12,000 GALLON FLAMESHIELD JET A FUEL TANK,	1.00	EA	82,734.06	82,734.06								
21	10,000 GALLON FLAMESHIELD AVGAS FUEL TANK,	1.00	EA	72,281.56	72,281.56								
22	JET A FUEL DISPENSER PUMP WITH SEPARATE	1.00	EA	118,125.00	118,125.00								
23	JET A FUEL HORIZONTAL FILTER VESSEL, COMPLETE, IN	1.00	EA	37,375.00	37,375.00								
24	AVGAS FUEL DISPENSER PUMP WITH SEPARATE	1.00	EA	78,625.00	78,625.00								
25	REMOTE FUELING CABINET FOR OFFLOAD, DUAL	1.00	EA	19,780.00	19,780.00								
26	INSTALL OWNER PROVIDED THREE LINE DISPLAY FOR	1.00	EA	8,587.50	8,587.50								
27	LIGHT POLE AND DUAL FIXTURES, INCLUDING	1.00	EA	19,222.50	19,222.50								
28	ELECTRICAL UPGRADES	1.00	LS	49,366.25	49,366.25	0.25	12,341.56	0.25	0.50	9,611.25	-	9,611.25	
29	WINDCONE POWER RE-ROUTE, CONDUIT, 1" PVC	350.00	LF	37.50	13,125.00								
30	WINDCONE POWER RE-ROUTE, WIRE SIZE UNKNOWN	350.00	LF	37.50	13,125.00								
31	REMOVAL OF EXISTING ABOVE GROUND TANKS, FUEL DISPENSERS, RELATED APPURTENANCES, FENCING AND SECONDARY CONTAINMENT AREA	2.00	LS	6,740.63	13,481.26								
32	SAMPLING AND TESTING FOR PETROLEUM CONTAMINATION	1.00	LS	12,500.00	12,500.00								
33	SYSTEM TESTING AND STARTUP	1.00	LS	64,540.04	64,540.04								
A1	REMOTE FUEL RECOVERY SYSTEM FOR JET A FUEL,	1.00	EA	11,250.00	11,250.00								
B1	REMOTE FUEL RECOVERY SYSTEM FOR AVGAS FUEL,	1.00	EA	11,250.00	11,250.00								
C1	TANK MONITORING SYSTEM	1.00	LS	7,198.00	7,198.00								
Original Contract Totals										\$ 836,409.51	\$ 142,347.10	\$ 626,389.27	\$ 626,389.27

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Jefferson
 Engineer: Bolton & Menk, Inc.
 Contractor: Evora Energy, LLC
 Project: Fuel Farm Improvements
 Contract: 3-19-0049-021-2025 & 022-2025 & 023-2026 & 024-2026
 Owner's Project No.: 24X.136957.000
 Engineer's Project No.: 24X.136957.000
 Contractor's Project No.:

Application No.: 2 (Two) Application Period: From 05/02/26 to 05/31/26 Application Date: 06/09/26

A Bid Item No.	B Description	C Item Quantity	D Contract Information	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)
						F1 Quantity Previous Estimate	F2 Value Previous Estimate			
Change Orders										
CO # 1										
6	PAVEMENT REMOVAL, PCC PAVEMENT	(250.00)		56.25	(14,062.50)					
9	SUBGRADE PREPARATION, 12"	(250.00)		13.75	(3,437.50)					
12	SUBBASE COURSE, 6" MODIFIED	(250.00)		25.50	(6,375.00)					
14	PAVEMENT, PCC, 6"	(250.00)		84.37	(21,092.50)					
31	REMOVAL OF EXISTING ABOVE GROUND TANKS, FUEL DISPENSERS, RELATED APPURTENANCES, FENCING & SECONDARY CONTAINMENT AREA	(2.00)		6,740.63	(13,481.26)					
32	SAMPLING AND TESTING FOR PETROLEUM CONTAMINATION	(1.00)		12,500.00	(12,500.00)					
CO1-1	OVEREXCAVATE UNSUITABLE SOILS (APPROX. 2 FT.)	113.70		75.00	8,527.50		113.70	8,527.50		8,527.50
CO1-2	GRANULAR SUBBASE FOR EXCAVATION	113.70		135.00	15,349.50		113.70	15,349.50		15,349.50
CO1-3	4" HDPE SUBDRAIN & CONNECTION	81.00		5.00	405.00		81.00	405.00		405.00
TOTAL CO # 1					\$ (46,666.76)	\$		\$ 24,282.00		\$ 24,282.00
Change Order Totals					\$ (46,666.76)	\$		\$ 24,282.00		\$ 24,282.00
Original Contract and Change Orders										
Project Totals					\$ 789,742.75	\$	142,347.10	\$ 650,671.27	\$	\$ 650,671.27

**SECOND AMENDMENT TO
ECONOMIC DEVELOPMENT FORGIVEABLE LOAN AGREEMENT
FOR UPPER-STORY RENTAL HOUSING AT 123 NORTH CHESTNUT**

This Amendment is entered into as of June 23, 2026, by and between the City of Jefferson, Iowa (the “**City**”), and Pub Adventures, LLC, an Iowa limited liability company (the “**Developer**”),

WHEREAS, City and Developer entered into an Economic Development Forgivable Loan Agreement (the “**Agreement**”) following adoption of Resolution No. 21-22 on March 22, 2022, whereby the City offered a \$500,000.00 forgivable loan (the “**Loan**”) to Developer conditioned upon Developer’s completion of certain improvements to Developer’s property at 123 North Chestnut (the “**Property**”) to make the upper story suitable for housing purposes (the ‘**Project**’);

WHEREAS, the terms of the Loan are detailed in a Forgivable Loan Agreement which contains the Forgivable Loan Promissory Note (the “**Note**”), and which further contains the terms of a grant of real estate mortgage for security given to the City by Developer (the “**Mortgage**”), all of which was filed on March 25, 2022, as Instrument No. 2022-0570;

WHEREAS, City and Developer entered into a First Amendment to Economic Development Forgivable Loan Agreement (“**First Amendment**”) as of December 10, 2024, whereby the original award of \$500,000.00 was amended to a \$475,000.00 award to the Developer and \$25,000.00 to Region XII as grant administrator;

WHEREAS, the Agreement, as amended, nor the Note, nor the Mortgage, expressly provide for the method, process or timeline by which the Loan is to be forgiven; and

WHEREAS, the City and Developer desire to provide certainty as to the forgiveness of the Loan in this Second Amendment to the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The parties affirm that no part of the Loan has yet been forgiven.
2. The following section shall be added as Section 24 of the Agreement:

If the Owner (a/k/a Developer) complies with the Agreement, the Note, and the Mortgage, all through the date of January 1, 2031, then the Loan shall be forgiven. Forgiveness of the Loan shall not be prorated.

3. The parties agree that the cost of amending the Agreement shall be paid by the Developer. City shall provide Developer with a copy of the costs incurred to complete the amendment.

4. The remainder of the Agreement shall remain unchanged and in full force and effect.

DEVELOPER
Pub Adventures, LLC

CITY
City of Jefferson

By: _____
Amanda Bills, Manager & Member

By: _____
Craig Berry, Mayor

Attest: _____
Roxanne Gorsuch, City Clerk

Preparer by and Return to: David F. Morain, Hoyt, Morain & Hommer, P.C., 101 N. Grimmell Rd., Jefferson, IA 50129, Ph: (515) 386-5428

AMENDMENT TO FORGIVABLE LOAN PROMISSORY NOTE

This Amendment to Forgivable Loan Promissory Note is made as of June 23, 2026, by and between the City of Jefferson, Iowa (“Lender”) and Pub Adventures, LLC (“Owner”).

WHEREAS, City and Developer entered into an Economic Development Forgivable Loan Agreement (the “Agreement”) following adoption of Resolution No. 21-22 on March 22, 2022, whereby the City offered a \$500,000.00 forgivable loan (the “Loan”) to Developer conditioned upon Developer’s completion of certain improvements to Developer’s property at 123 North Chestnut (the “Property”) to make the upper story suitable for housing purposes (the ‘Project’);;

WHEREAS, the terms of the Loan are detailed in a Forgivable Loan Agreement which contains the Forgivable Loan Promissory Note (the “Note”), and which further contains the terms of a grant of real estate mortgage for security given to the City by Developer (the “Mortgage;”), all of which was filed on March 25, 2022, as Instrument No. 2022-0570;

WHEREAS, the Lender and Owner entered into a First Amendment to Economic Development Forgivable Loan Agreement (“First Amendment”) as of December 10, 2024, whereby the original award of \$500,000.00 was amended to a \$475,000.00 award to the Developer and \$25,000.00 to Region XII as grant administrator, a copy of which is attached hereto;

WHEREAS, the Lender and Owner desire to further amend the Note to expressly provide for the method, process or timeline by which the Loan is to be forgiven; and

WHEREAS,

NOW, THEREFORE, the undersigned parties agree as follows:

1. The parties confirm that the amount of the Loan as referenced in the Note is amended from \$500,000.00 to \$475,000.00, as agreed to by the parties in the First Amendment.
2. Section B is hereby amended to replace references to a five-year affordability period with a three-year affordability period in conformity with the First Amendment.

3. Section C is hereby amended to replace “IEDA” with “Lender.”
4. Section C is further amended to replace references to a “Certificate of Occupancy” with “Certificate of Occupancy for the Upper Story Apartments.”
5. Section is further amended to replace references to the “Fifth year anniversary” with “Third year anniversary.”
6. The following section is added as Section V of the Note:

If the Owner (a/k/a Developer) complies with the Agreement, the Note, and the Mortgage, all through the date of January 1, 2031, then the Loan shall be forgiven. Forgiveness of the Loan shall not be prorated

7. The remaining provisions of the Note shall remain unchanged and in full force and effect.

DEVELOPER
Pub Adventures, LLC

CITY
City of Jefferson

By: _____
 Amanda Bills, Manager and Member

By: _____
 Craig Berry, Mayor

Attest: _____
 Roxanne Gorsuch, City Clerk

STATE OF IOWA, COUNTY OF GREENE ss:

This record was acknowledged before me on _____, 2026, by Amanda Bills as Member and Manager of Pub Adventures, LLC.

 Signature of Notary Public

STATE OF IOWA, COUNTY OF GREENE ss:

This record was acknowledged before me on _____, 2026, by Craig Berry as Mayor of the City of Jefferson.

 Signature of Notary Public

28E AGREEMENT FOR RECYCLING SERVICES
City of Jefferson – City of Churdan

This Agreement for Recycling Services (the "Agreement") is entered into between the City of Churdan, Iowa ("Churdan") and the City of Jefferson, Iowa ("Jefferson") sometimes referred to individually as a "Party" and collectively as "the Parties," and is entered into pursuant to Chapter 28E of the Code of Iowa.

ARTICLE I. IDENTITY OF THE PARTIES

- 1.1 Jefferson is a political subdivision of the State of Iowa and constitutes a "public agency" within the meaning of Iowa Code section 28E. 2(2).
- 1.2 Churdan is a political subdivision of the State of Iowa and constitutes a "public agency" within the meaning of Iowa Code section 28E. 2(2).
- 1.3 The Parties are authorized under Iowa Code sections 28E.2 and 28E.4 to enter into an agreement for joint or cooperative action.

ARTICLE II. PURPOSE

- 2.1 The purpose of this Agreement is to provide for the collection and disposal of recyclable materials generated within the City of Jefferson, Iowa, and the City of Churdan, Iowa

ARTICLE III. NO NEW ENTITY

- 3.1 This Agreement does not create a separate legal or administrative entity to conduct the cooperative undertaking described in this Agreement.

ARTICLE IV. DURATION

- 4.1 The initial term of this Agreement shall begin from the effective date of this Agreement, as defined in Section 13.2 of this Agreement, and shall expire on June 30, 2029, and shall automatically renew for successive three (3) year terms thereafter, subject to the right of either Party to give notice of termination as provided in this Agreement.

ARTICLE V. OBLIGATIONS OF THE PARTIES

- 5.1 Jefferson shall maintain dumpsters for the disposal of recyclable materials at a convenient location accessible for use by the residents of the City of Churdan.
- 5.2 Jefferson shall provide for the collection of recyclable materials from the dumpsters as necessary to ensure the dumpsters remain available for use, provided, however, that all recyclable materials shall be collected from each dumpster once every two calendar weeks.

*Same Agreement
for Patch and
Ripley*

- 5.3 Churdan shall maintain the area around each dumpster and keep it free from clutter, waste, and other hazards.
- 5.4 Jefferson shall arrange for the recycling of all recyclable materials deposited in the dumpster.
- 5.5 No later than October 15, 2026, and every January 15, April 15, July 15, and October 15 thereafter for the remainder of the term of this Agreement, Jefferson shall invoice Churdan at a rate of \$250 per dump for the total number of dumps of the recycling dumpsters incurred by Jefferson for Jefferson's recycling program during the immediately preceding quarter, provided, however, that during any twelve-month fiscal period (July 1 to the successive June 30), Jefferson shall not invoice Churdan, and Churdan shall not be responsible for paying, more than \$7,000.00 for Churdan's participation in the recycling program.
- 5.6 In the event this Agreement is terminated, Jefferson shall invoice Churdan at a rate of \$250.00 per dump for the total number of dumps of the recycling dumpsters incurred by Churdan for Churdan's recycling program from the first day of the then current quarter until the effective date of termination, provided, however, that in no event shall Churdan be responsible for paying more than \$7,000.00 in total for Churdan's participation in the recycling program during any twelve-month fiscal period (July 1 to the successive June 30).
- 5.7 On reasonable notice, Jefferson shall permit Churdan to inspect and to copy all business records related to the provision of the recycling services described in this Agreement during normal business hours.
- 5.8 Churdan agrees to pay Jefferson all bills issued to Churdan pursuant to sections 5.5 and 5.6 of this Agreement within thirty (30) days of receipt.

ARTICLE VI. NO JOINT PROPERTY

- 6.1 All real and personal property acquired by either of the Parties which may be used in connection with the cooperative undertaking described in this Agreement shall be the separate property of the Party acquiring such property and shall remain so upon the termination of this Agreement.

ARTICLE VII. FINANCING AND BUDGET

- 7.1 Churdan and Jefferson will each entirely finance its own obligations undertaken herein.
- 7.2 Jefferson shall annually prepare a budget for the cooperative undertaking described in this Agreement for the immediately succeeding fiscal year, which budget Jefferson shall provide to Churdan prior to January 30 for each year during the term of this Agreement.

ARTICLE VIII. ADMINISTRATOR

8.1 The City Administrator for the City of Jefferson shall be the sole administrator of this Agreement.

ARTICLE IX. TERMINATION

9.1 As of the effective date of termination by either Party pursuant to section 9.2 of this Agreement, Jefferson will no longer be obligated to offer recycling services to Churdan and Churdan will no longer be obligated to make payments for such services to Jefferson except as provided in section 5.7 of this Agreement.

9.2 Either Party may terminate this Agreement whenever the Party determines in its sole discretion that such termination is in the best interest of the Party upon presentation of written notice given to the other Party, such termination to be effective upon the end of the then-current term. Notice of termination must be provided at least ninety (90) days prior to the end of the term for termination to be effective as of the end of that term; otherwise, the term shall renew for a successive three (3) year term as provided in Section 4.1.

9.3 Written notice of a Party's intent to terminate this Agreement shall be accomplished by certified mail or personal delivery at the following addresses:

To Jefferson :

To Churdan :

City of Jefferson
220 N. Chestnut St.
Jefferson, IA 50129

City of Churdan
Attn: City Clerk
PO Box 188
Churdan, IA 50050

ARTICLE X. AMENDMENT

10.1 This Agreement may be amended only by a written agreement signed by both Parties.

ARTICLE XI. ENTIRE AGREEMENT

11.1 This Agreement embodies the entire agreement and understanding between the Parties relating to the subject matter covered by this Agreement.

ARTICLE XII. SEVERABILITY

12.1 If any clause or provision contained herein would invalidate this Agreement in whole or in part, such clause or provision only shall be invalid, and the remainder of the Agreement shall remain in full force and effect.

ARTICLE XIII. FILING WITH THE SECRETARY OF STATE

- 13.1 Upon the execution of this Agreement by the Parties, the City of Jefferson shall file the fully executed Agreement with the Iowa Secretary of State in accordance with Iowa Code section 28E.8.
- 13.2 The effective date of this Agreement shall be the date the Agreement is filed with the Iowa Secretary of State.

ARTICLE XIV. MISCELLANEOUS

- 13.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 13.2 Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this Agreement

Dated as of 6-10-26, 2026.

CITY OF JEFFERSON, IOWA

CITY OF CHURDAN, IOWA

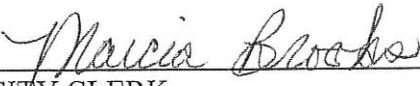
BY _____
CRAIG BERRY, MAYOR

BY 
MAYOR

ATTEST:

ROXANNE GORSUCH, CITY CLERK

ATTEST:


CITY CLERK

RESOLUTION NO. _____

A RESOLUTION APPROVING
28E AGREEMENT WITH
CITY OF CHURDAN

WHEREAS, the City of Jefferson, Iowa (“**Jefferson**”) and the City of Churdan, Iowa (“**Churdan**”) desire to enter into a new 28E Agreement for recycling services benefitting the residents of Churdan (the “**28E Agreement**”); and

WHEREAS, a proposed form of the 28E Agreement that confirms this arrangement is now before the City Council; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson, Iowa that it approve the 28E Agreement.

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

Section 1. The proposed 28E Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the 28E Agreement on behalf of Jefferson, in substantially the form and content in which the 28E 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 28E Agreement.

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 June 23, 2026.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING
28E AGREEMENT WITH
CITY OF RIPPEY

WHEREAS, the City of Jefferson, Iowa (“**Jefferson**”) and the City of Rippey, Iowa (“**Rippey**”) desire to enter into a new 28E Agreement for recycling services benefitting the residents of Rippey (the “**28E Agreement**”); and

WHEREAS, a proposed form of the 28E Agreement that confirms this arrangement is now before the City Council; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson, Iowa that it approve the 28E Agreement.

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

Section 1. The proposed 28E Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the 28E Agreement on behalf of Jefferson, in substantially the form and content in which the 28E 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 28E Agreement.

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 June 23, 2026.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING
28E AGREEMENT WITH
CITY OF PATON

WHEREAS, the City of Jefferson, Iowa (“**Jefferson**”) and the City of Paton, Iowa (“**Paton**”) desire to enter into a new 28E Agreement for recycling services benefitting the residents of Paton (the “**28E Agreement**”); and

WHEREAS, a proposed form of the 28E Agreement that confirms this arrangement is now before the City Council; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson, Iowa that it approve the 28E Agreement.

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

Section 1. The proposed 28E Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the 28E Agreement on behalf of Jefferson, in substantially the form and content in which the 28E 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 28E Agreement.

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 June 23, 2026.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

AGREEMENT FOR SHARING OPERATING COSTS OF ANIMAL SHELTER

This Agreement for Sharing of Operating Costs of Animal Shelter (the "Agreement") is dated as of, June 1, 2026 is between the City of Jefferson ("Jefferson") and the City of Rippey, Iowa ("City"), and is entered into pursuant to Chapter 28E of the Code of Iowa.

Through cooperative efforts of the City of Jefferson and private donors, a new animal shelter has been constructed at 1700 Doreen Wilbur Drive, Jefferson, Iowa (the "Facility"). The City Council of Jefferson has agreed to own and operate the Facility if it can receive a commitment from other communities in Greene County to pay for part of the operating costs of the facility in accordance with this Agreement.

The parties therefore agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide for the sharing of operating costs of the Facility.
2. Purpose of Facility. The Facility will be operated only for the purpose of providing animal control services required by the Code of Iowa and animal control ordinances of the parties. Jefferson will not operate the Facility as a place for the temporary housing or boarding of animals.
3. No New Entity or Joint Property. This Agreement does not create a separate legal entity to provide for the services described in this Agreement, and it is also contemplated that no property will be acquired jointly by the parties for the matter covered by this Agreement. It is agreed that the Facility shall be owned by the City of Jefferson, and that all other property hereafter acquired by any of the parties which may be used in connection with the services covered by this Agreement shall be the separate property of the party acquiring such property and shall remain so upon the termination of this Agreement.
4. Duration. This Agreement shall be in effect from the date it is signed by both parties until June 30, 2027, and shall automatically renew for three-year terms thereafter unless terminated as provided herein.
5. Obligations of Jefferson. The City of Jefferson agrees to:
 - a. Own the Facility and operate it as an animal shelter and dog park;
 - b. Arrange for the staffing of the Facility with paid workers and/or volunteers;

- c. Budget and appropriate funds to cover the cost of operating the Facility;
- d. Accept the delivery of impounded dogs and cats from Jefferson and the City of Rippey and provide shelter and board for such animals;
- e. Collect impounding costs in accordance with the Jefferson Code of Ordinances and Jefferson City Council fee resolutions;
- f. Coordinate with People for Animal Welfare Society, Inc., d/b/a P.A.W.S., Inc. ("PAWS") to provide adoption services for eligible impounded animals;
- g. Provide for the humane euthanasia of cats and dogs in accordance with the Iowa Code and its local ordinances;
- h. Cooperate with veterinarians in providing quarantine procedures and rabies testing and the collection of costs for the same; and
- i. Arrange for needed veterinary care as necessary for those animals for which such care is required.

6. Control of Animals; Impounding and Other Charges. Animals accepted by Jefferson pursuant to this Agreement will be handled by Jefferson in accordance with and subject to its Code of Ordinances. All impounding costs and other charges collected by Jefferson in connection with animals accepted by it will be the property of Jefferson and will be shown as income in its reports that it will provide to City under this Agreement. Jefferson guarantees that all animals delivered to the Facility by authorized City representatives under this Agreement shall be accepted by the Facility. Animals will be accepted from authorized City representatives only. All associated impounding or other charges will apply to City.

7. Obligations of City of Rippey, City agrees to:
- a. Provide for its own pick-up and collection of animals that are in need of being placed in an animal shelter facility, and to provide for the delivery of such animals to appropriate personnel at the Facility;
 - b. Notify Jefferson of the identity of the persons who are authorized to deliver animals to the Facility on behalf of such party. Jefferson will not be required to accept delivery of animals from persons who have not been so identified;

c. Cooperate with staff at the Facility with respect to the time for delivery of animals and compliance with intake procedures and requested documentation; and

d. Pay the annual fee required of it under this Agreement.

8. Financial. While this Agreement is in force, City shall pay to Jefferson an annual fee (the "Annual Fee"). This fee shall not be paid from any fund, revenue or tax which results from or may be levied on property lying within the incorporated area of any city which is a party to this Agreement.

a. During the initial term of this Agreement, the Annual Fee shall be \$200.00. Unless amended in accordance with Section 8(f) of this Agreement, upon renewal of this Agreement the Annual Fee shall be \$200.00.

b. The initial Annual Fee under this Agreement shall be due and payable upon the later to occur of i) 30 days from the date of this Agreement or ii) December 1, 2025. Each successive Annual Fee shall be paid on or before December 1 of the applicable fiscal year.

c. City agrees to annually budget and appropriate the amount needed to fulfill its financial obligations under this Agreement.

d. Jefferson agrees to annually budget and appropriate the amount needed to operate the Facility in accordance with this Agreement when considering those parties that may enter into written 28E agreements for cooperative use and funding.

e. Jefferson agrees to provide to City by February 1 of each year a report showing its income and expenses associated with its operation of the Facility for the preceding fiscal year, its current year-to-date income and expenses for the Facility, and its operating budget for the Facility for the upcoming fiscal year.

f. The fees payable to Jefferson under this Agreement may be adjusted as of the beginning of each renewal term as follows. Prior to October 1 of the year that immediately precedes the beginning of the renewal term of this Agreement, Jefferson shall give written notice to City of the fees that it proposes to charge it for the upcoming renewal term. The fees payable under this Agreement may only be adjusted with the consent of both parties to amend the Agreement in accordance with Section 14 of this Agreement. If City

does not wish to continue as a party to this Agreement for the next renewal term it may terminate the Agreement as provided herein.

9. Administrator. The City Administrator of the Jefferson shall serve as administrator for the purpose of administering the cooperative undertaking provided for under this Agreement, as contemplated by Iowa Code Section 28E.6(1)(a).

10. Animal Shelter Board. Jefferson has previously created by ordinance an Animal Shelter Board for the purpose of reviewing the operation of the Facility and making recommendations to the City Council for Jefferson for its operation. The committee shall consist of a licensed veterinarian, a member of the Jefferson City Council, a representative of the People for Animal Welfare Society (PAWS), a representative of the Jefferson Police Department, one member appointed by the County Board of Supervisors, and two other residents of the city of Jefferson. It is not anticipated that Jefferson and City would jointly acquire any real property or personal property pursuant to this Agreement; however, if that should occur, the Animal Shelter Board shall make recommendations as to the acquisition, holding and disposition of said real estate and personal property.

11. Termination.

a. Prior to January 1, 2027, City may terminate this Agreement during the initial term by giving written notice of such termination to Jefferson. Termination under this Section 11(a) shall be effective as of June 30, 2027.

b. Following the initial term, City may terminate this Agreement by giving written notice of such termination prior to the January 1 immediately preceding the last date of the then-current term. In such event, termination under this Section 11(b) shall be effective as of June 30 of the then-current term.

c. Following the effective date of termination by City pursuant to Section 11(a) or Section 11(b), Jefferson will no longer be required to accept the delivery of animals to the Facility from City. Any acceptance of animals from City shall only be done at the sole discretion of Jefferson.

d. Jefferson may, in its sole discretion, accept the delivery of animals to the Facility from a jurisdiction that is not a party to this Agreement upon the payment of an intake fee to be established by Jefferson from time to time.

e. This Agreement may additionally be terminated by a written agreement signed by both the parties, the terms of which shall be stipulated in the termination agreement.

12. Governing Law. The validity, construction and enforcement of this Agreement shall be governed by the laws of the State of Iowa. Venue for any dispute shall be in the courts located in Greene County, Iowa.

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

14. Amendment. This Agreement may be amended only by a written agreement signed by all the parties.

15. Nonexclusive Agreement. City acknowledges and understands that Jefferson may enter into separate 28E agreements with surrounding communities related to the use of the Facility. Those separate agreements shall not impact or disrupt the rights and obligations of Jefferson and City under this Agreement.

16. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter covered by this Agreement. If any clauses or provisions herein contained would invalidate this Agreement in whole or in part, such clauses or provisions only shall be invalid, and the remainder of this Agreement will remain in full force and effect.

17. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this Agreement.

REMAINDER LEFT INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW

The parties are signing this Agreement as of the date stated in the introductory clause.

RESOLUTION NO. _____

A RESOLUTION APPROVING
28E AGREEMENT WITH THE
CITY OF RIPPEY

WHEREAS, the City of Jefferson (the “**Jefferson**”) and the City of Rippey (“**Rippey**”) desire to share animal control services at the Jefferson Animal Shelter located at 1700 Doreen Wilber Drive (the “**Facility**”), as well as the costs for those services, pursuant to a new agreement governed by Chapter 28E of the Iowa Code (the “**28E Agreement**”); and

WHEREAS, a proposed form of the 28E Agreement that confirms this arrangement is now before the City Council; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that it approve the 28E Agreement.

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

Section 1. The proposed 28E Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the 28E Agreement on behalf of the City, in substantially the form and content in which the 28E 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 28E Agreement.

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 June 23, 2026.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

COUNCIL MEETING

June 9, 2026

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Winkelman

ABSENT: None

Mayor Berry presided.

During Open Forum Daniel Cunningham expressed his concerns with e-bikes and e-scooters.

On motion by Wetrich, second by Winkelman, the Council approved the following consent items: Council minutes from May 26, 2026, Cigarette/Tobacco/Nicotine/Vapor Permits for: Casey's General Store #1617, Dollar General #8463, Fareway Stores, Inc., #8888, Hy-Vee, Inc., Hy-Vee, Inc., dba Hy-Vee Fast and Fresh, Shambo Enterprises, Inc, dba Oly's Convenience Store, Sparky's One Stop Jefferson, Wild Rose Jefferson, LLC, Cale Crowder as a member of the Jefferson Fire Department, Promotion of Bohden Bigler to Sergeant at a salary of \$75,573.42 payment of monthly bills from City Funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Winkelman

NAY: None

ORDINANCE NO. 645

On motion by Jackson, second by Winkelman, the Council approved Ordinance amending the code of Ordinances of the City of Jefferson, Iowa, 2017, by amending provisions pertaining to water rates.

AYE: Winkelman, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

ORDINANCE NO. 646

On motion by Winkelman, second by Sloan, the Council approved Ordinance amending the code of Ordinances of the City of Jefferson, Iowa, 2017, by amending provisions pertaining to collection fees for solid waste and recycling fees.

AYE: Jackson, Ahrenholtz, Sloan, Winkelman, Wetrich

NAY: None

RESOLUTON NO. 33-26

On motion by Ahrenholtz, second by Wetrich, the Council approved Resolution No. 33-26, a resolution approving 28E agreement with the City of Grand Junction to share animal control services at the Jefferson Animal Shelter.

AYE: Sloan, Wetrich, Winkelman, Jackson, Ahrenholtz

NAY: None

RESOLUTON NO. 34-26

On motion by Wetrich, second by Ahrenholtz, the Council approved Resolution No. 33-26, a resolution approving 28E agreement with the City of Scranton to share animal control services at the Jefferson Animal Shelter.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Winkelman

NAY: None

On motion by Wetrich, second by Winkelman, the Council approved hiring Steven Scheffler for the Recycling Department at \$53,040/yr (\$25.50/hr) with start date of June 10, 2026.

AYE: Winkelman, Sloan, Jackson, Ahrenholtz, Wetrich

NAY: None

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

ACCESS SYSTEMS LEASING	CPIER LSE	1397.04
ACCO UNLIMITED CORP	WA CHEM	14,682.22
ACTON CONSRUCTION	LB REPR DOOR/DESK	150.00
ACUSHNET COMPANY	GCRSE MERCH	1,027.76
ADVANCED WASTE SOLUTIONS	GCRSE PORT TOILET	136.50
AFLAC	AFLAC INS W/H	17.68
AG SOURCE COOP SERV	WA TSTG	1,515.85
ALLIANT ENERGY	UTILITIES	30,285.87
AMAZON CAPITAL SERV	SUPPLIES	4,895.49
ANATOMY IT, LLC	SERVICE CONTRACTS	1,235.38
ASCENDANCE TRUCK CENTERS	RC SEAT COVERS	325.46
BAM, INSTITUTIONAL SALES	LB BOOKS	310.93
BEAM INS ADMINISTRATOR	DENTAL INS	393.91
BLANK PARK ZOO & FOUNDATION	LB PRESENTER FEE;PRIZE	339.00
BOHDEN BIGLER	PD UNIFORM RPRS	85.06
BOLTON & MENK INC	PA ENG	28,448.50
BOMGAARS	SUPP	1,299.56
BOSSHART LAND SURVEY, INC.	RN DEEP CLEAN	270.00
BREADEAUX PIZZA	PL PIZZA (TRAINING)	73.95
BRICK, GENTRY P.C.	PA LEGAL	540.00
BSN SPORTS LLC	RN SOCCER GOAL/NET	2,000.00
CARAHSOFT TECHNOLOGY CORP	LB RENEW ANTI-VIRUS	545.94
CARD SERVICE CENTER	CREDIT CARDS	2,027.36
CARROLL COUNTY SOLID WASTE	RC MRKTG FEES	509.8
CENTER POINT LARGE PRINT	LB BOOKS	227.96
CENTRAL IOWA READY MIX	CONCRETE	4,575.00
CENTRAL PROGRAMS, INC.	LB BOOKS	934.32
CHAD STEVENS	POSTAGE	146.28
CINTAS CORP	RN FIRST AID	1,187.26
CITY OF JEFFERSON -REC PETTY CASH	RN DING DONG DASH PRIZES	350.00
CLEANING SOLUTIONS INC.	RN CLEAN	1,728.00
COBRAHELP	PA FEES	27.00
COLLABORATIVE SUMMER LIBRARY	LB YOUTH SUPP	141.93
COLLECTION SERVICES CENTER	CASE ID 1034974	300.00
COLTON MOBLEY	WA DEP REF	94.46
COMMUNITY OIL COMPANY, INC	AP FUEL	15,040.25
COMPASS BUSINESS SOLUTIONS	PA CHECKS	645.82
COMPASS MINERALS AMERICA	WA SALT	9,522.17
COON RAPIDS ENTERPRISE	RN DRYER & INSTALL	1,384.00
CORE & MAIN	WA METERS	27,941.30
CORNERSTONE COACHING & CON	EMPLOYEE TRAINING	575.00
COUNTYWIDE ELECTRIC SERV	LB OUTDOOR LIGHTS	2,485.00
DANIEL SNYDER	WA DEP REF	91.57
DANNY MORANVILLE	SW JEANS	74.88
DEMCO INC	LB BOOK PROCESS	769.64
DEPT. OF INSPECTIONS	AP TANK REG OCT 25/26	60.00
DOLL DISTRIBUTING	GCRSE BEER	980.30
DYNAMIC MEDIA	SXM STREAM SERV	359.4
EFTPS	FEDERAL W/H	21,364.27
ELECTRIC PUMP	WA TRIP/LABOR	3,442.50